



**RIDGEFIELD CITY COUNCIL  
MEETING AGENDA**

**Thursday, April 25, 2024  
RACC - Columbia Assembly Room  
510 Pioneer Street, Ridgefield, WA 98642**

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

- 1. Bonding 101 Training Session - Presented by PFM Financial Advisors, LLC and Pacifica Law Group, LLP - Kirk Johnson, Finance 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 April 11, 2024 Meeting**

**V. BUSINESS**

- 1. First Reading of Ordinance No. 1420 - Approval for the Issuance of Limited Tax General Obligation (LTGO) Bonds for the Pioneer Widening Project - Kirk Johnson, Finance Director**
- 2. Motion - Approval of Purchase and Sale Agreement for Property for a Regional Stormwater Facility - Kirk Johnson, Finance Director**
- 3. Motion - Approval of Purchase and Sale Agreement for Property Located at 211 N**

**Main Ave - Kirk Johnson, Finance Director**

- 4. Motion - Approval of Abrams Park Master Plan - Corey Crownhart, Park Manager**
- 5. Motion - Approval to Submit Grant Applications - Kirk Johnson, Finance Director**
- 6. First Reading of Ordinance No. 1421 - Ridgefield Municipal Code Chapter 5.40 - Special Events - Lee Kottnerus, Deputy City Manager**
- 7. Motion - Consideration of Fieldhouse Design Concept at the Ridgefield Outdoor Recreation Complex and Approval to Use a Portion of a MLB Capital Grant - Chuck Green, Public Works Director**

**VI. PUBLIC HEARING/BUSINESS**

- 1. Public Hearing and First Reading of Ordinance No. 1422 - Eminent Domain Action Including Declaration of Public Use and Necessity for a Property Acquisition for the Pioneer Widening and 50th Avenue Roundabout Project - Chuck Green, Public Works Director**
- 2. Public Hearing and First Reading of Ordinance No. 1423 - Marrett Hills Estates Petition to Annex - Claire Lust, Community Development Director**

**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. EXECUTIVE SESSION PURSUANT TO RCW 42.30.140(4)(a) - Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement.**

**X. ADJOURN**



**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** Bonding 101 Training Session - Presented by PFM Financial Advisors, LLC and  
Pacifica Law Group, LLP

---

**GOVERNING LEGISLATION**

**PREVIOUS COUNCIL ACTION TAKEN:**

**SUMMARY/BACKGROUND:**

Bonding 101 - Council overview for the issuance of Limited Tax General Obligation Bonds

**BUDGET/FINANCIAL IMPACTS:**

**RECOMMENDED ACTION OR MOTION:**

**STAFF CONTACT:** Kirk Johnson, Finance Director

**ATTACHMENTS:**

1. Bonds\_101\_Ridgefield\_City\_of\_2024-04-18



# City of Ridgefield, Washington

## Introduction to Municipal Bonds

**April 25, 2024**

Pacifica Law  
Group

---

PFM Financial  
Advisors LLC

1191 Second Avenue  
Suite 2000  
Seattle, WA 98101

---

107 Spring Street  
Seattle, WA 98104

Stacey Lewis  
(206) 245-1714  
Tobias Tobler  
(206) 602-1215

---

Duncan Brown  
(206) 858-5367



# Outline

- 1 Background
- 2 Plan of Finance
- 3 Disclosure Requirements
- 4 Tax Considerations
- 5 Appendix: Market Update



# Background



## What is Municipal Financing?

- Borrowing by governmental entities
  - A bond is a loan; investors (bondholders) are the lenders
- Traditionally thought of as tax-exempt debt, but includes taxable
  - What does tax-exemption mean to the City?
  - Regulations and requirements
- Common financing methods:
  - **Public bond market**
  - Bank financing
  - Private placement
  - Seller/vendor financing
  - Local Option Capital Asset Lending (“LOCAL”) borrowing
  - State (PWTF, SRF, CREB) or Federal (USDA) loans



## Debt Issuance by Washington Cities

- State law governs the types of debt and most terms of debt
- General obligation (GO) debt is secured by the full faith and credit of the City, payable from property taxes and other legally available funds. The debt may be in the form of:
  - Non-voted general obligation debt (Limited Tax General Obligation, or LTGO)
    - Requires approval of City Council but no vote of the electorate
  - Voted general obligation debt (Unlimited Tax General Obligation, or UTGO)
    - Requires a 60% yes vote of the electorate; payable from excess property taxes
- Non-voted GO debt may not exceed 1.5% of the City's assessed value
- Non-voted and voted debt for general government purposes cannot exceed 2.5% of the City's assessed value
  - May be increased by up to 5.0% (for a total of 7.5%) for city-operated utilities and certain facilities associated with economic development



## Debt Issuance by Washington Cities

- Revenue debt is payable from revenues of a particular utility or enterprise, typically water, sewer, or solid waste
  - There is no statutory limit on the amount of debt that can be issued
  - The City does not have publicly-offered revenue bonds outstanding
- Local Improvement District (“LID”) Bonds or “assessment bonds” are payable solely from assessments levied against a property benefited by improvements constructed with proceeds of local improvement or road improvement district bonds
  - The City does not have LID debt outstanding



## Your Financing Team

- Bond Counsel – Pacifica Law Group LLP
- Financial Advisor – PFM Financial Advisors LLC
- Underwriting Firm – *to be determined*
- Bond Rating Agency – S&P Global Ratings
- Fiscal Agent/Paying Agent – U.S. Bank (State fiscal agent)





## Role of Bond Counsel

- Draft authorizing documentation in accordance with state and local statutes, charters or codes
- Draft offering documents (the preliminary official statement and official statement) with information for investors regarding the details of the financing, the bond security, and the finances and operations of the City, as required by federal securities laws
- Consider and review Federal tax law and IRS regulations; determine eligibility for tax-exemption
- Provide unqualified legal opinion(s)
  - That the bonds have been duly authorized and are valid and enforceable obligations
  - That the bonds are exempt from Federal income tax (or, not)
- Opinion is required by rating agencies, insurers and underwriters (on behalf of investors)



## Role of Financial Advisor

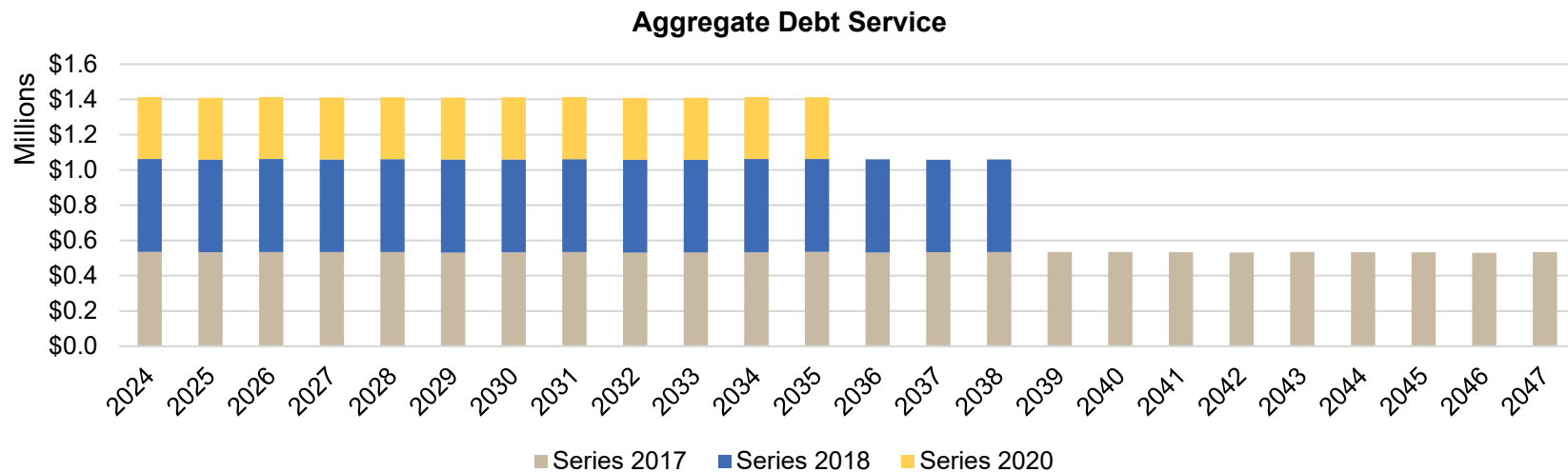
- Provide current market-based expertise
- Review of debt plan and affordability
- Structural and financial analysis and advice
- Coordination of financing team; time schedule
- Communication with rating agencies and bond insurers
- Perform functions for sale of bonds
  - Notice of sale and marketing for competitive sale
  - Pricing review and input for negotiated sale
- Underwriter coordination and communication
- Fiduciary responsibility: must provide advice in the best interest of the City



## Debt Profile

- The City currently has \$17.9 million of limited tax general obligation bonds outstanding

| Series        | Purpose                                                                | Issue Size  | Delivery Date | Final Maturity | Call Date | Outstanding Coupons | Outstanding Par <sup>(1)</sup> |
|---------------|------------------------------------------------------------------------|-------------|---------------|----------------|-----------|---------------------|--------------------------------|
| 2017          | To finance the City's Outdoor Recreation Complex                       | \$9,455,000 | 10/5/2017     | 12/1/2047      | 6/1/2027  | 3.00-4.00%          | \$8,415,000                    |
| 2018          | To finance the City's Outdoor Recreation Complex                       | 6,705,000   | 6/5/2018      | 12/1/2038      | 6/1/2027  | 3.00-4.00%          | 5,870,000                      |
| 2020          | To finance the acquisition and construction of a public works facility | 4,400,000   | 5/14/2020     | 12/1/2035      | Anytime   | 2.42%               | 3,641,000                      |
| <b>Total:</b> |                                                                        |             |               |                |           |                     | <b>\$17,926,000</b>            |



(1) Outstanding as of April 17, 2024, excludes other loans and leases that may be considered LTGO obligations for purposes of calculating debt capacity



## What is a Credit Rating?

- An alphabetic and/or numeric symbol used to give relative indications of credit quality
- Measure the risk to the investor that issuer will default, both the willingness and ability to pay
- Independent, objective & relative assessments of both qualitative & quantitative factors

|                      | Moody's | S&P | Fitch |
|----------------------|---------|-----|-------|
| Investment Grade     | Aaa     | AAA | AAA   |
|                      | Aa      | AA  | AA    |
|                      | A       | A   | A     |
|                      | Baa     | BBB | BBB   |
| Non-Investment Grade | Ba      | BB  | BB    |
|                      | B       | B   | B     |
|                      | Caa     | CCC | CCC   |
|                      | Ca      | CC  | CC    |
|                      | C       | C   | C     |



## S&P Credit Rating Summary

| Current Rating / Outlook | AA / Stable                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date of Last Rating      | May 18, 2018 – Credit Report                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Credit Strengths</b>  | <ol style="list-style-type: none"><li>1) Very strong economy, with access to a broad and diverse metropolitan statistical area</li><li>2) Very strong budgetary flexibility, with an available fund balance in fiscal 2017 of 23% of operating expenditures</li><li>3) Very strong liquidity, with total government available cash at 55.8% of total governmental fund expenditures and 176.1x governmental debt service, and access to external liquidity we consider strong</li></ol> |
| <b>Credit Challenges</b> | <ol style="list-style-type: none"><li>1) Very weak debt and contingent liability position, with debt service carrying charges at less than 1% of expenditures and net direct debt that is 191.3% of total governmental fund revenue</li><li>2) Adequate institutional framework score</li></ol>                                                                                                                                                                                         |

### What could make the rating go up?

- Overall debt profile improves, and budgetary performance strengthens on a consistent basis
- Reserve levels remain strong

### What could make the rating go down?

- If the City experiences significant budgetary pressure or structural operating imbalance, particularly considering the future growth-related capital needs
- Available general fund reserves fall significantly



# Plan of Finance



## Plan of Finance

- The proposed bond ordinance would authorize the issuance of Limited Tax General Obligation Bonds, 2024, to finance the construction of projects defined in the City's Tax Increment Area report
  - Specifically: the widening of Pioneer Street
- Estimated total cost of public improvement projects: \$30-\$32 million
- Project construction expected to begin in June this year
- The debt is expected to be repaid, in part, by revenues from the tax increment area



## Plan of Finance (continued)

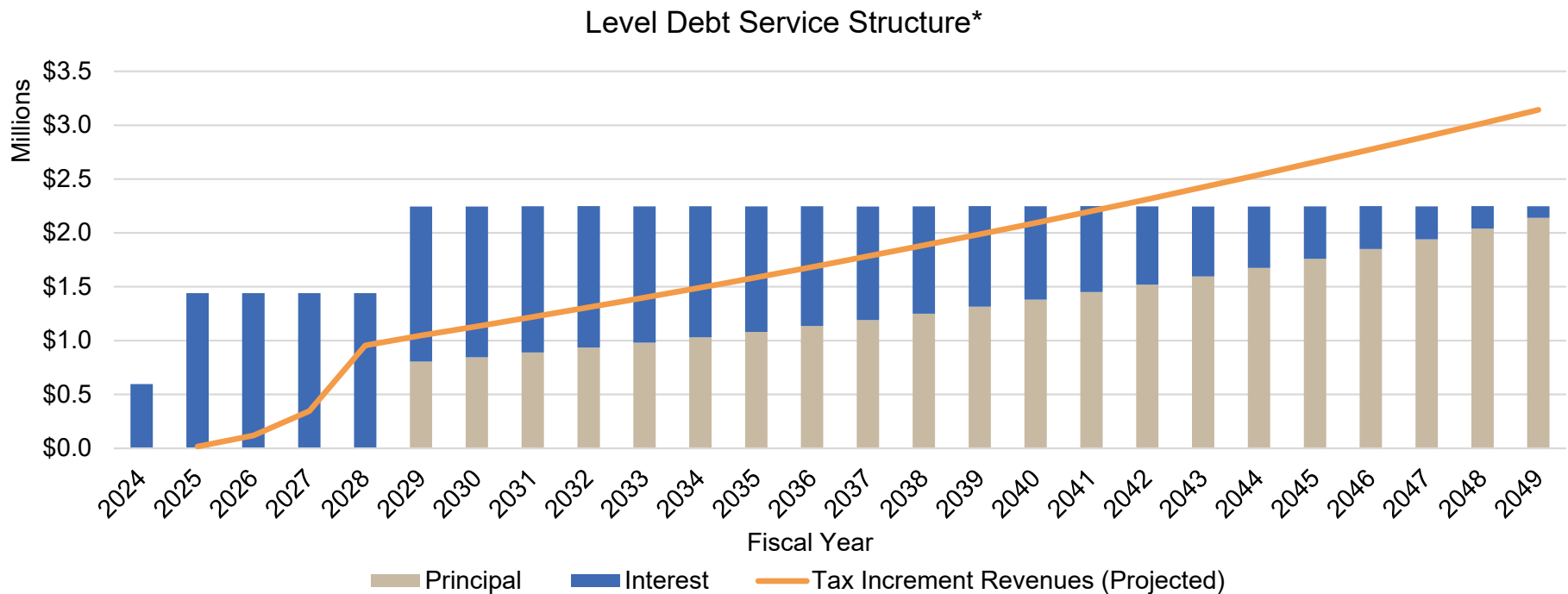
- Bonds are typically sold as serialized obligations: bonds mature in year 1, others in year 2, etc., through final maturity
  - Different interest rates for different maturities, resulting in a blended True Interest Cost (TIC)
  - Final maturity in year 25 (2049), consistent with final year of tax increment area
- Tax-exempt bonds typically have a “call option” of 10 years (bonds may be redeemed or refinanced after 10 years)





## Plan of Finance – Level Debt Service Structure

- The chart below shows the option of a *level* debt service structure, with principal payments beginning in 2029
- This structure results in:
  - Total Debt Service: \$53,538,853\*
  - True Interest Cost (TIC): 4.03%\*



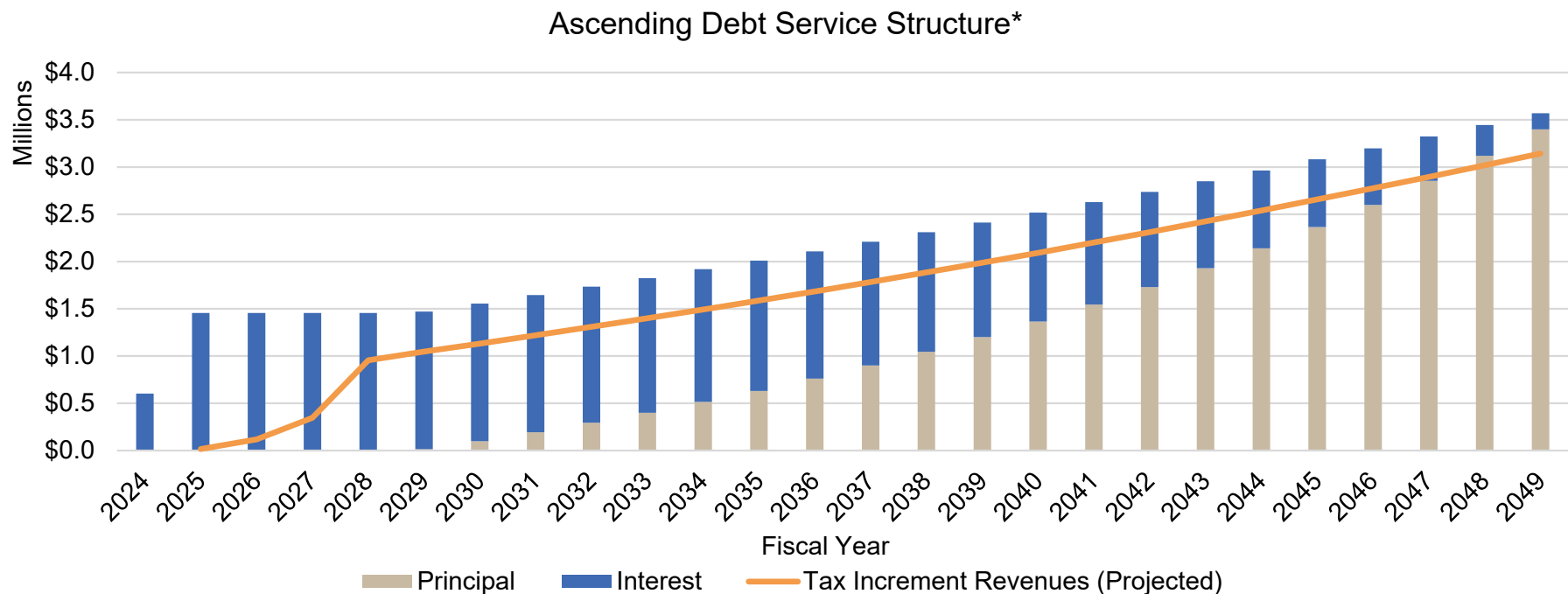
\*Preliminary, subject to change; interest rates as of 4/15/2024

Projected tax increment revenues derived from City of Ridgefield Tax Increment Area Project Analysis Report, dated October 25, 2023



## Plan of Finance – Ascending Debt Service Structure

- The chart below shows the option of an *ascending* debt service structure based on the tax increment revenues
- This structure results in:
  - Total Debt Service: \$57,940,062\*
  - True Interest Cost (TIC): 4.20%\*



\*Preliminary, subject to change; interest rates as of 4/15/2024

Projected tax increment revenues derived from City of Ridgefield Tax Increment Area Project Analysis Report, dated October 25, 2023



## Debt Capacity

- The tables below illustrate the impact of the proposed bonds on the City's debt capacity:

| Non-Voted General Obligation Debt Capacity  |                       |
|---------------------------------------------|-----------------------|
| 2023 Assessed Valuation for 2024 Collection | \$3,808,341,129       |
| LTGO Debt Capacity (1.5% of AV)             | \$57,125,117          |
| Less: Outstanding LTGO Bonds                | <u>(\$17,926,000)</u> |
| <b>Remaining LTGO Debt Capacity</b>         | <b>\$39,199,117</b>   |

| Total General Obligation Debt Capacity for General Municipal Purposes |                       |
|-----------------------------------------------------------------------|-----------------------|
| 2023 Assessed Valuation for 2024 Collection                           | \$3,808,341,129       |
| Total Debt Capacity (2.5% of AV)                                      | \$95,208,528          |
| Less: Outstanding LTGO Bonds                                          | <u>(\$17,926,000)</u> |
| Less: New Bonds                                                       | <u>(\$32,000,000)</u> |
| <b>Remaining Total Debt Capacity for General Municipal Purposes</b>   | <b>\$45,282,528</b>   |



## Methods of Bond Sale - Description

|                                          | Competitive Sale                                                                               | Negotiated Sale                                                                           | Direct Bank Placement                                                           |
|------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <i>Description</i>                       | Bonds publicly offered through a competitive bid process                                       | Bonds publicly offered through negotiation with a preselected underwriter                 | Bonds sold directly to a single investor (typically a commercial bank)          |
| <i>Underwriter selection</i>             | On the day of sale – bonds awarded to underwriter whose bid provides lowest true interest cost | Before the sale date – may be selected through an RFP process                             | N/A – no underwriter necessary                                                  |
| <i>Underwriter involvement</i>           | Minimal – only on the day of sale through closing                                              | Can be significant – typically assist with the credit rating and disclosure review        | N/A                                                                             |
| <i>Interest rates determined</i>         | On the day of sale, based on best bid                                                          | On the day of sale, based on negotiation between issuer (and its advisor) and underwriter | Based on term sheet provided by bank (often finalized 4-8 weeks before closing) |
| <i>Underwriter's discount determined</i> | On the day of sale, based on best bid                                                          | Prior to sale, either based on RFP or direct negotiation with underwriter                 | N/A (though lender may charge an origination fee)                               |



## Methods of Bond Sale - Considerations

|                       | Competitive Sale                                                                                                                                                                                                                                                         | Negotiated Sale                                                                                                                                                                                                                                                                                                                                              | Direct Bank Placement                                                                                                                                                                                                                                                                                                       |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Benefits</i>       | <ul style="list-style-type: none"> <li>Competitive bidding process provides maximum pricing transparency</li> <li>Allows borrower to rely on marketing capabilities and capital commitments of multiple investment banks, not just preselected underwriter(s)</li> </ul> | <ul style="list-style-type: none"> <li>Underwriter provides an extra set of eyes in preparation of disclosure document and credit rating process</li> <li>Marketing process assists in soliciting investor interest and answering investor questions before the sale</li> <li>Greater flexibility to adjust the bond structure on the day of sale</li> </ul> | <ul style="list-style-type: none"> <li>No formal disclosure document required</li> <li>Generally faster transaction timing</li> <li>Can include the ability to lock rates and other terms farther in advance of closing</li> <li>No need for credit rating in most cases</li> <li>Lowest up-front issuance costs</li> </ul> |
| <i>Considerations</i> | <ul style="list-style-type: none"> <li>Less structuring flexibility than negotiated sales</li> <li>No formal marketing period – no real ability to connect directly with investors before sale</li> </ul>                                                                | <ul style="list-style-type: none"> <li>Less transparency than competitive sales/direct purchases</li> <li>Relies on marketing ability and capital commitment of selected underwriter(s), rather than multiple potential bidders</li> </ul>                                                                                                                   | <ul style="list-style-type: none"> <li>Terms and covenants can be more restrictive than public sale</li> <li>Limited bank appetite for larger and longer-term financings</li> </ul>                                                                                                                                         |



## Recommendation

- PFM recommends that the City utilize a **competitive** sale for its proposed Limited Tax General Obligation Bonds, 2024
- The City is an established issuer in the municipal bond market, having publicly sold LTGO bonds in both 2017 and 2018
- The size, structure, and credit rating of the 2024 Bonds are likely to appeal to a wide universe of potential investors and investment banks nationwide
- *Competitive sale provides most transparency*



## Key Transaction Milestones

- City Council passes ordinance approving the bonds
  - Delegate authority to City Manager / Finance Director to approve bond sale within key parameters (maximum size, true interest cost, and final maturity, among others)
- Finance team develops documentation
  - Ratings presentation
  - Preliminary Official Statement (and later, final OS)
- Apply for and receive credit rating
- Publish Preliminary Official Statement (POS)
- Price bonds and sign Bond Purchase Agreement
- Closing – funds are delivered

| LTGO Bonds, 2024 – Schedule of Events <sup>1</sup> |                |
|----------------------------------------------------|----------------|
| City Council – First Reading of Bond Ordinance     | April 25       |
| City Council – Adoption of Bond Ordinance          | May 9          |
| Rating Agency Meeting                              | Week of May 20 |
| Rating Received                                    | By June 6      |
| Preliminary Official Statement (POS) Finalized     | June 7         |
| Bond Pricing                                       | June 18        |
| Bond Closing                                       | July 2         |

(1) Preliminary, subject to change



# Disclosure Requirements





## Securities Laws

SEC Rule 10b-5 provides that it is unlawful, in connection with the purchase or sale of securities to:

- Employ any device, scheme or artifice to defraud
- Make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading
- Engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person



## Securities Laws

- Section 17(a) of the Securities Act (parallels Rule 10b-5)
- Negligence is sufficient to establish a violation of Section 17(a)
  - no finding of “scienter” is required
  - “knew or should have known” standard for establishing negligence
    - Failure by an actor to conform conduct to the standard of a reasonable person under like circumstances
- *Take-away: Issuers have responsibility for the accuracy and completeness of bond offering documents*



## Active SEC Enforcement Environment

- A number of recent “firsts”
  - Looking beyond the disclosure documents
  - Scrutiny of statements made to intermediaries (e.g., credit evaluators)
  - Barring individuals and issuers from participating in bond issuances
  - Stopping bond issues from proceeding
  - Seeking financial penalties
  - Holding individuals liable
  - Including “control persons”
  - Pursuing criminal charges
  - Federal jury trial
- *A focus on disclosure policies and procedures*



## Disclosure Procedures

- Procedures: To ensure accurate, complete, timely initial and ongoing disclosure and to manage securities legal risk
- Identify responsible individuals, outline process for updating and checking information
- One individual will sign a “10(b)5” certificate on behalf of the issuer
- Other individuals, including those who could be deemed to be “control persons”
  - Be aware of potential gaps in procedures
  - Example: sensitive material nonpublic information
  - Important to keep “responsible staff” informed of any non-public items, so responsible staff can determine whether disclosure is required.
  - Particularly as Preliminary Official Statement is prepared and through bond offering period.



## Securities Laws

- Ongoing Disclosure Obligations:
  - SEC Rule 15c2-12 requires an underwriter to obtain an undertaking by the issuer to provide ongoing disclosure to the market
  - Financial statements and certain operating data must be filed by the City no later than September 30th on the EMMA system
  - Certain listed events must be filed within 10 days, including rating changes, redemptions of bonds, failure to file annual information, and payment and covenant defaults and (as of 2019) the incurrence of a material "financial obligation" or default/similar events under a financial obligation's terms reflecting financial difficulties
- Speaking to the market:
  - Securities Act requires that when an issuer of securities provides information that can reasonably be expected to be relied on by the market, the issuer must ensure the information is not inaccurate or misleading
  - Feb. 7, 2020: SEC Staff Legal Bulletin:
    - Any public statement (at least by officials who may be viewed as having knowledge regarding the financial condition and operation of an issuer) may be reasonably expected to reach investors and therefore be subject to the anti-fraud requirements
    - Examples may include: public announcements, press releases, interviews with media, public reports, and information posted on websites



# Tax Considerations



## Tax Considerations

- Generally tax exempt bonds can only be issued to finance capital projects that are expected to be used for a governmental purpose
- No more than 10% of the proceeds of the bonds, measured on an annual basis and averaged over the life of the bonds, can be used by a private party
- Limit is 5% if the use is unrelated to the governmental purpose of the bonds
- More private business use may be allowed if no payments or de minimis payments are made by the private party



## Tax Considerations - Continued

- For buildings, private business use generally is measured by percentage of space used in private business use averaged over life of the bonds. May allocate a portion of equity to be used by a private party
- Management contracts may result in private business use
- Examples that can result in private use: private ownership, leases, preferential rates, use by non-profits and the federal government
- Examples of arrangements that are not private use: general public use, use by a state or local government, certain short-term uses, incidental use such as vending machines and advertising displays
- If there is too much private use, within 90 days must take remedial action to either pay off a portion of the bonds or use proceeds from a sale to finance other capital improvements





## Tax Considerations - Continued

### Arbitrage Rebate

- Arbitrage and rebate rules apply to earnings on investments of bond proceeds prior to being spent and certain money set aside to pay bonds (bond redemption or reserve accounts)
- Must rebate excess of amount earned over what would have been earned if invested at bond yield
- We've recently moved from a "negative arbitrage" environment into a "positive arbitrage" environment

### Records Retention

- Maintain records for life of the bonds (including refunding bonds) plus three years.



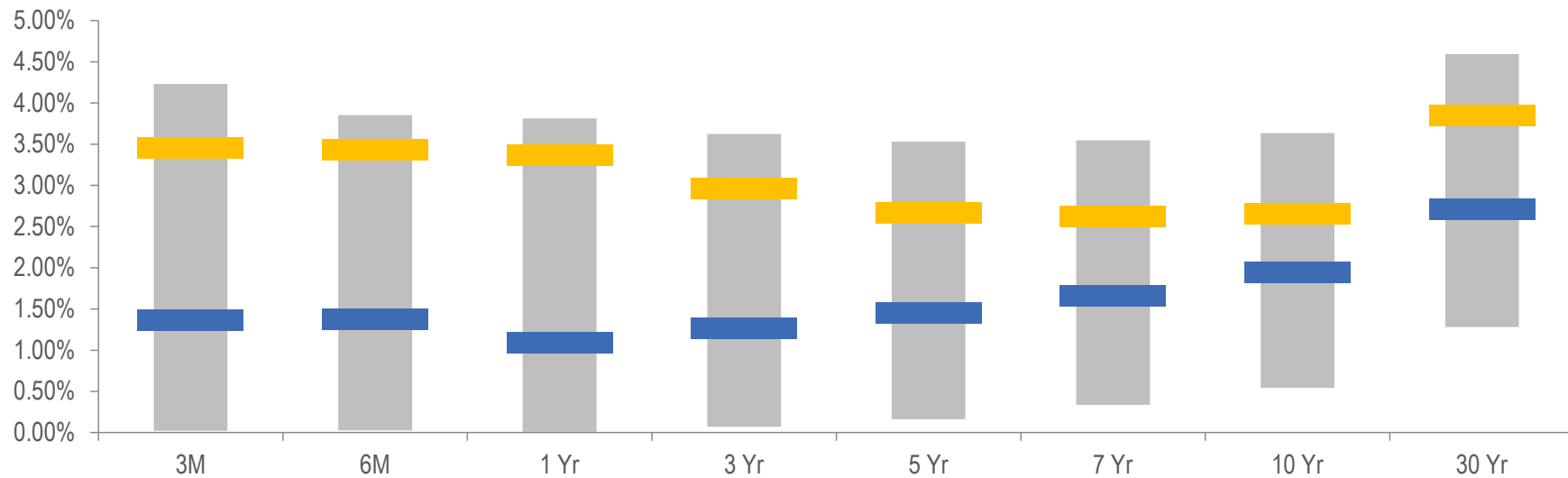
# Appendix: Market Update



## Historical AAA BVAL Position

AAA BVAL Rate Position  
(10-Year History)

■ BVAL Range    — BVAL Current    — BVAL Average

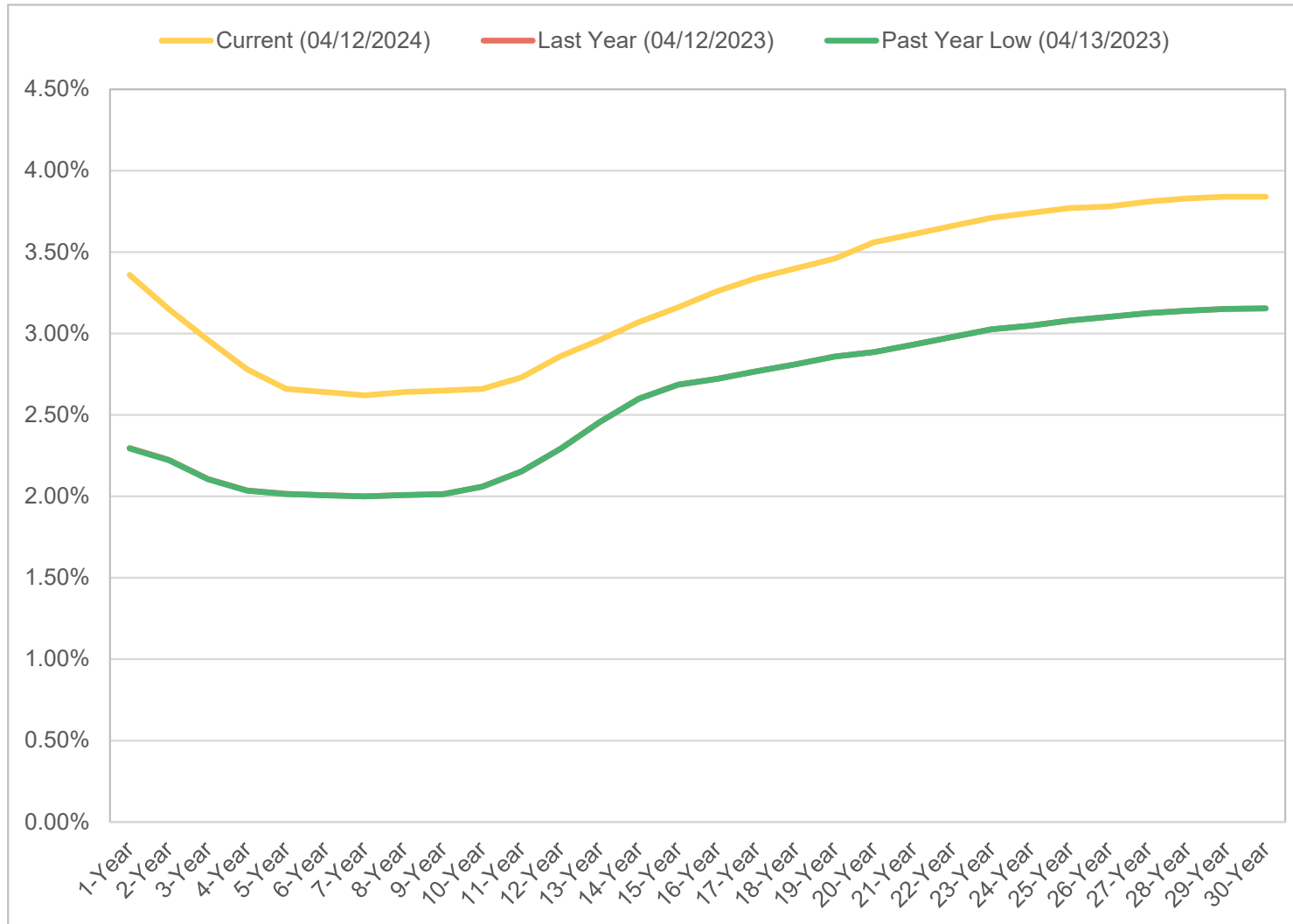


| Statistic                    | 3 Month      | 6 Month      | 1 Year       | 2 Year       | 3 Year       | 5 Year       | 10 Year      | 30 Year      |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>4/12/2024</b>             | <b>3.46%</b> | <b>3.43%</b> | <b>3.36%</b> | <b>2.96%</b> | <b>2.66%</b> | <b>2.62%</b> | <b>2.66%</b> | <b>3.84%</b> |
| Average                      | 1.37%        | 1.37%        | 1.09%        | 1.27%        | 1.46%        | 1.66%        | 1.94%        | 2.71%        |
| Spread to Avg.               | 2.09%        | 2.05%        | 2.27%        | 1.69%        | 1.20%        | 0.96%        | 0.72%        | 1.13%        |
| Minimum                      | 0.02%        | 0.03%        | 0.01%        | 0.07%        | 0.16%        | 0.34%        | 0.54%        | 1.28%        |
| Spread to Min.               | 3.44%        | 3.40%        | 3.35%        | 2.89%        | 2.50%        | 2.28%        | 2.12%        | 2.56%        |
| Maximum                      | 4.23%        | 3.85%        | 3.81%        | 3.62%        | 3.53%        | 3.55%        | 3.63%        | 4.59%        |
| Spread to Max.               | -0.77%       | -0.43%       | -0.45%       | -0.66%       | -0.87%       | -0.93%       | -0.97%       | -0.75%       |
| Percent of Market Days Lower | 63.78%       | 64.02%       | 98.40%       | 95.73%       | 94.46%       | 93.42%       | 91.14%       | 96.37%       |



## Recent AAA BVAL Yield Curve Movement

AAA BVAL Yield Curve Movement



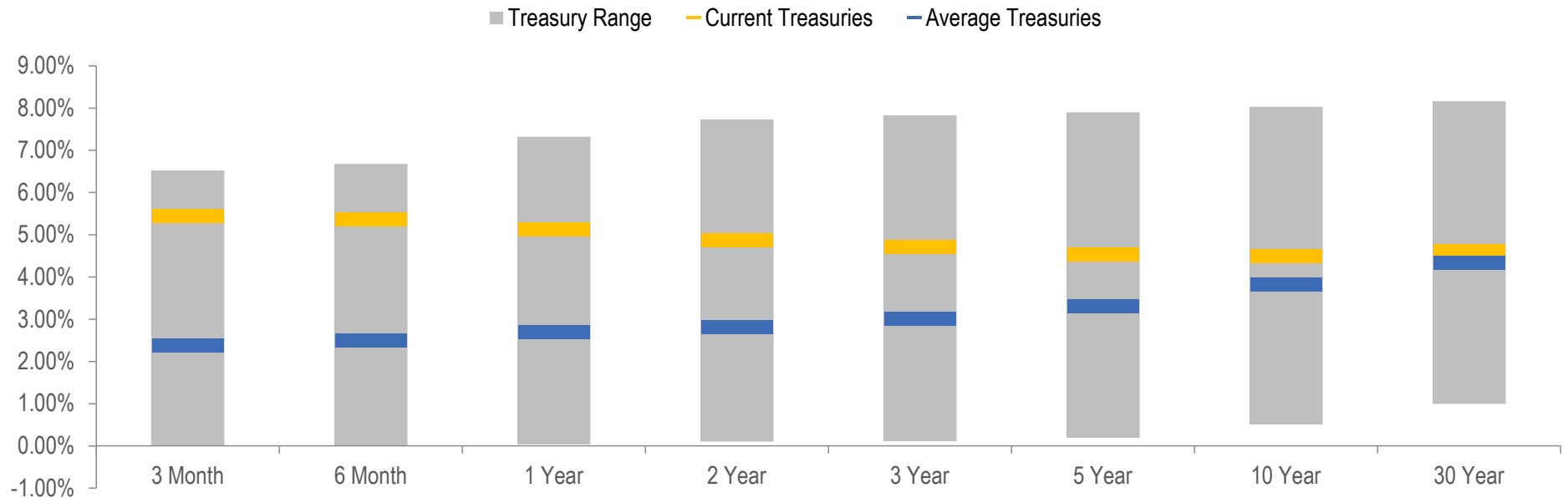
| Maturity | Δ Since<br>04/12/2023 | Δ Since<br>04/13/2023 |
|----------|-----------------------|-----------------------|
| 1-Year   | 1.06%                 | 1.07%                 |
| 2-Year   | 0.93%                 | 0.93%                 |
| 3-Year   | 0.85%                 | 0.86%                 |
| 4-Year   | 0.74%                 | 0.75%                 |
| 5-Year   | 0.64%                 | 0.65%                 |
| 6-Year   | 0.63%                 | 0.63%                 |
| 7-Year   | 0.62%                 | 0.62%                 |
| 8-Year   | 0.63%                 | 0.63%                 |
| 9-Year   | 0.64%                 | 0.64%                 |
| 10-Year  | 0.60%                 | 0.60%                 |
| 11-Year  | 0.58%                 | 0.58%                 |
| 12-Year  | 0.57%                 | 0.57%                 |
| 13-Year  | 0.50%                 | 0.50%                 |
| 14-Year  | 0.47%                 | 0.47%                 |
| 15-Year  | 0.47%                 | 0.47%                 |
| 16-Year  | 0.54%                 | 0.54%                 |
| 17-Year  | 0.57%                 | 0.57%                 |
| 18-Year  | 0.59%                 | 0.59%                 |
| 19-Year  | 0.60%                 | 0.60%                 |
| 20-Year  | 0.67%                 | 0.68%                 |
| 21-Year  | 0.68%                 | 0.68%                 |
| 22-Year  | 0.68%                 | 0.68%                 |
| 23-Year  | 0.68%                 | 0.69%                 |
| 24-Year  | 0.69%                 | 0.69%                 |
| 25-Year  | 0.69%                 | 0.69%                 |
| 26-Year  | 0.68%                 | 0.68%                 |
| 27-Year  | 0.68%                 | 0.68%                 |
| 28-Year  | 0.69%                 | 0.69%                 |
| 29-Year  | 0.69%                 | 0.69%                 |
| 30-Year  | 0.69%                 | 0.69%                 |

Source: Bloomberg



## Historical U.S. Treasury Position

U.S. Treasury Rate Position  
(30-Year History)



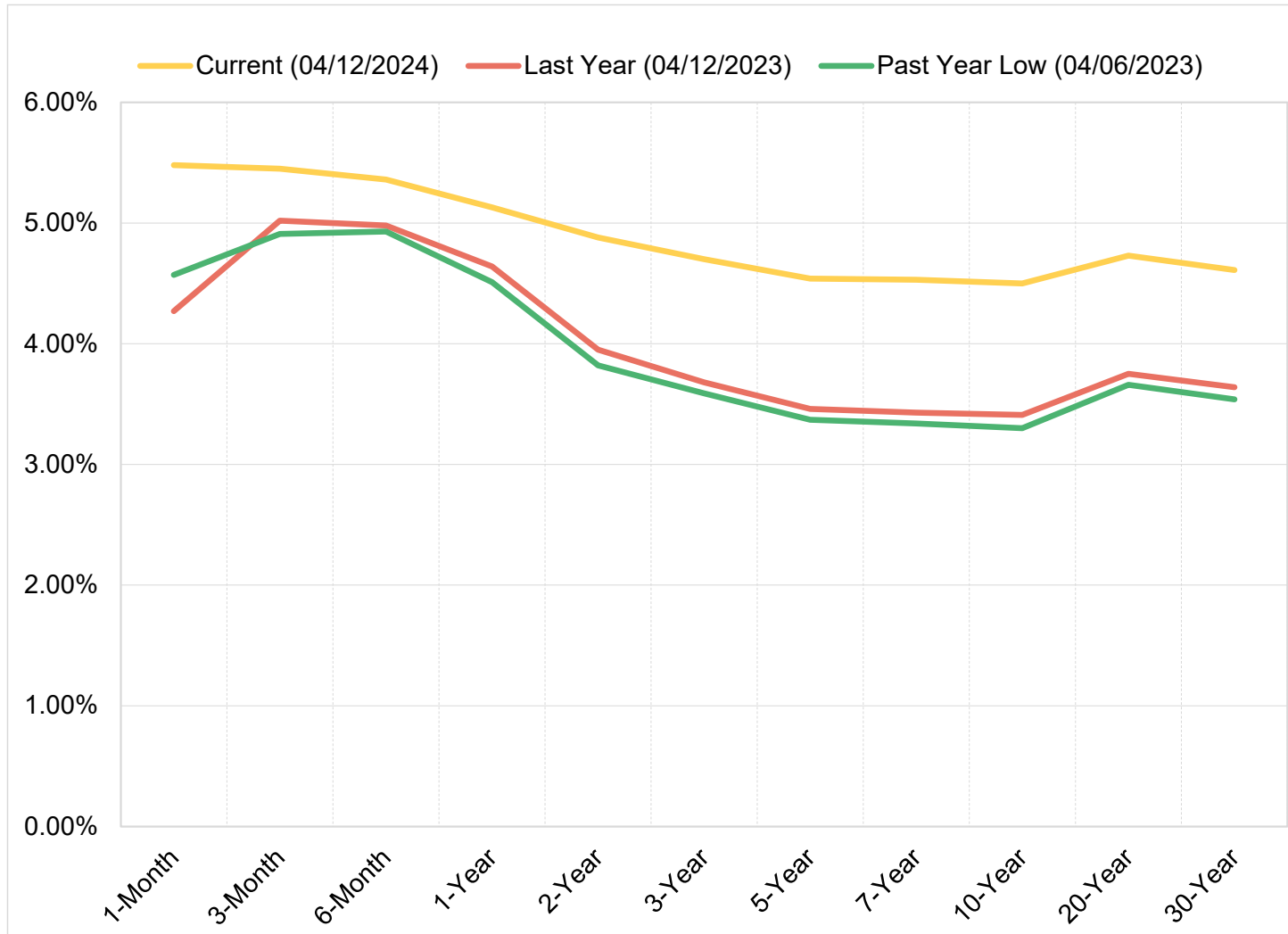
| Statistic                    | 3 Month      | 6 Month      | 1 Year       | 2 Year       | 3 Year       | 5 Year       | 10 Year      | 30 Year      |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>4/12/2024</b>             | <b>5.45%</b> | <b>5.36%</b> | <b>5.13%</b> | <b>4.88%</b> | <b>4.70%</b> | <b>4.54%</b> | <b>4.50%</b> | <b>4.61%</b> |
| <b>Average</b>               | <b>2.37%</b> | <b>2.50%</b> | <b>2.70%</b> | <b>2.82%</b> | <b>3.01%</b> | <b>3.32%</b> | <b>3.81%</b> | <b>4.35%</b> |
| Spread to Avg.               | 3.08%        | 2.86%        | 2.43%        | 2.06%        | 1.69%        | 1.22%        | 0.69%        | 0.26%        |
| Minimum                      | -0.09%       | 0.00%        | 0.04%        | 0.10%        | 0.11%        | 0.19%        | 0.51%        | 1.00%        |
| Spread to Min.               | 5.54%        | 5.36%        | 5.09%        | 4.78%        | 4.59%        | 4.35%        | 3.99%        | 3.61%        |
| Maximum                      | 6.44%        | 6.68%        | 7.32%        | 7.73%        | 7.83%        | 7.90%        | 8.03%        | 8.16%        |
| Spread to Max.               | -0.98%       | -1.32%       | -2.19%       | -2.85%       | -3.13%       | -3.36%       | -3.53%       | -3.55%       |
| Percent of Market Days Lower | 91.53%       | 87.30%       | 79.60%       | 76.19%       | 74.52%       | 71.02%       | 65.43%       | 55.12%       |

Source: Bloomberg



## Recent U.S. Treasury Yield Curve Movement

### U.S. Treasury Yield Curve Movement

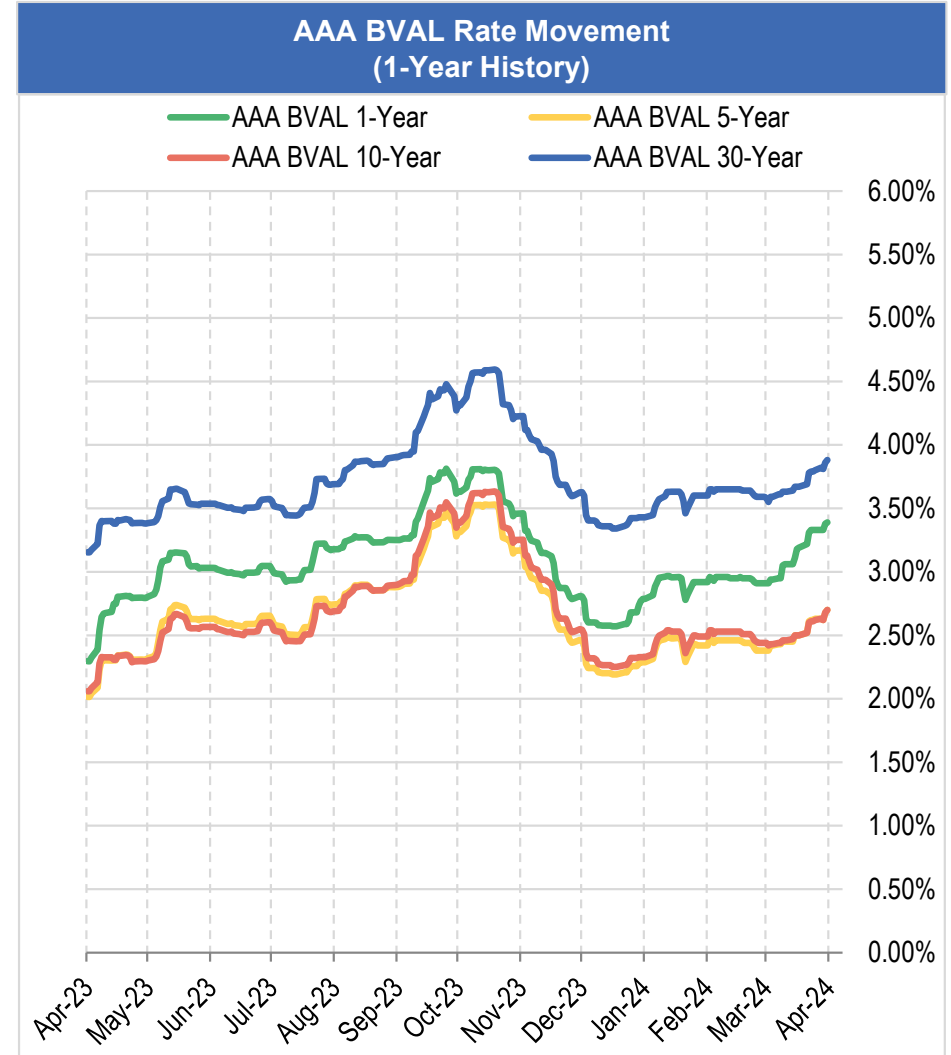
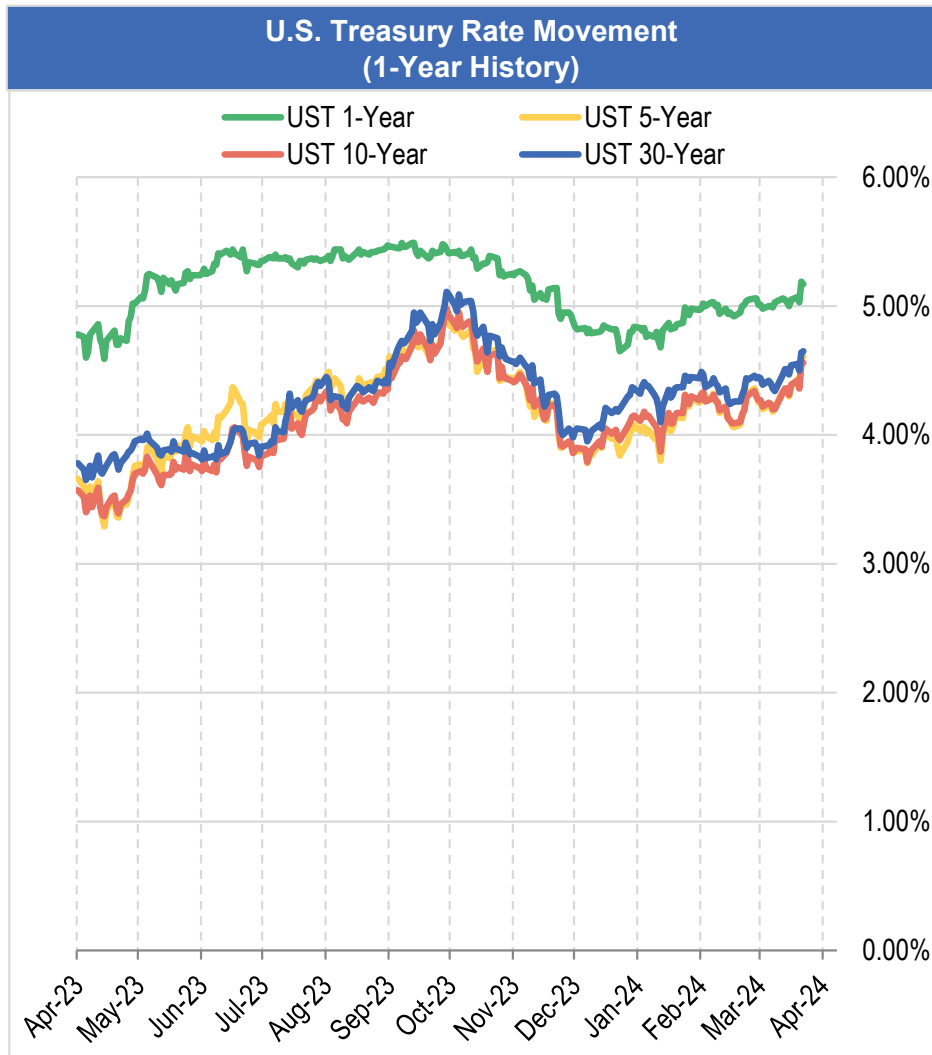


| Maturity | Δ Since 04/12/2023 | Δ Since 04/06/2023 |
|----------|--------------------|--------------------|
| 1-Month  | 1.21%              | 0.91%              |
| 3-Month  | 0.43%              | 0.54%              |
| 6-Month  | 0.38%              | 0.43%              |
| 1-Year   | 0.49%              | 0.62%              |
| 2-Year   | 0.93%              | 1.06%              |
| 3-Year   | 1.02%              | 1.11%              |
| 5-Year   | 1.08%              | 1.17%              |
| 7-Year   | 1.10%              | 1.19%              |
| 10-Year  | 1.09%              | 1.20%              |
| 20-Year  | 0.98%              | 1.07%              |
| 30-Year  | 0.97%              | 1.07%              |

Source: Bloomberg



## U.S. Treasury & AAA BVAL Rate Movement

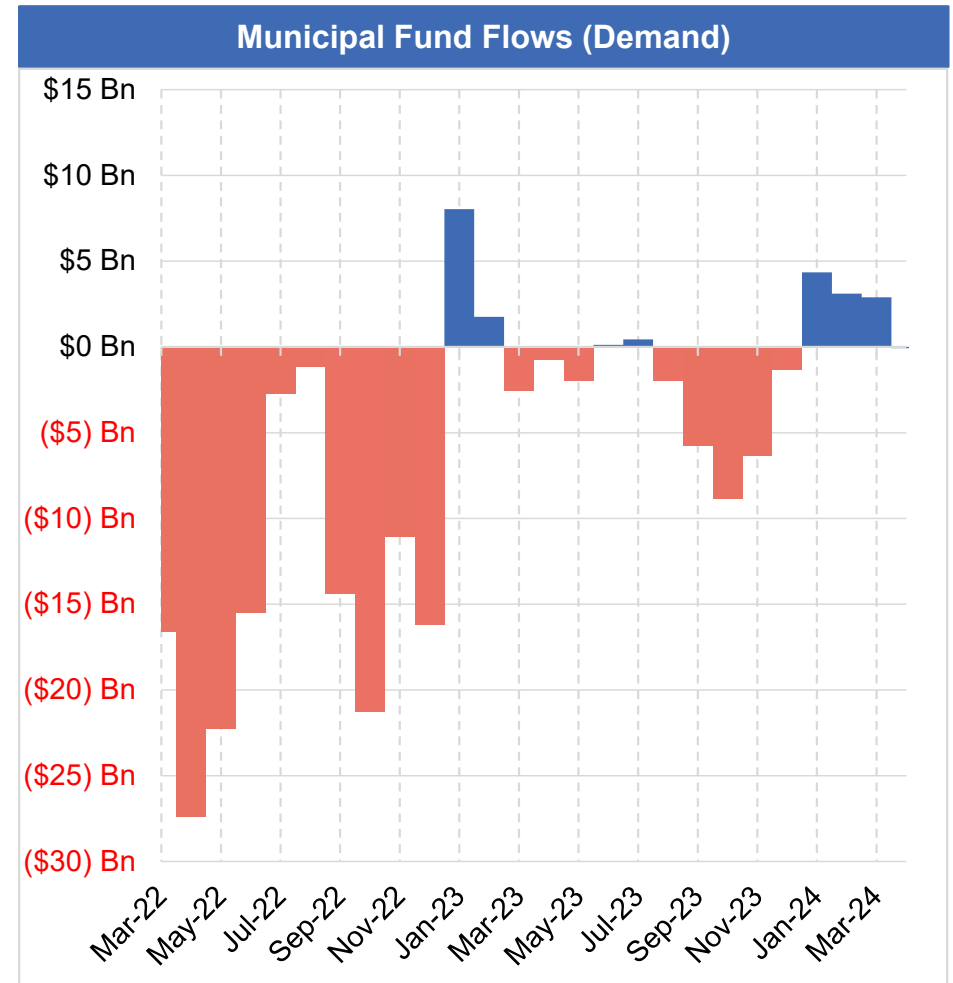
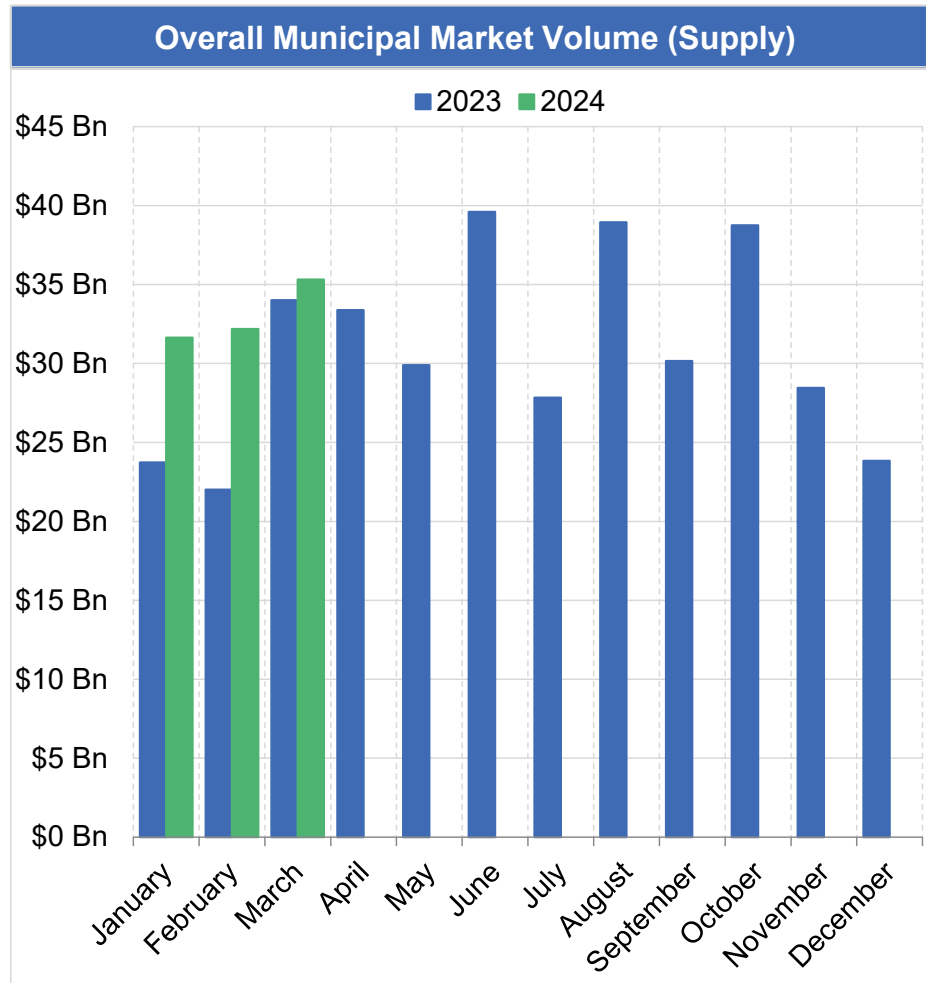


Source: Bloomberg



## Municipal Market Supply & Demand

- New issuance volume was up by 3.83% year-over-year in March 2024



Source: Bond Buyer, Investment Company Institute

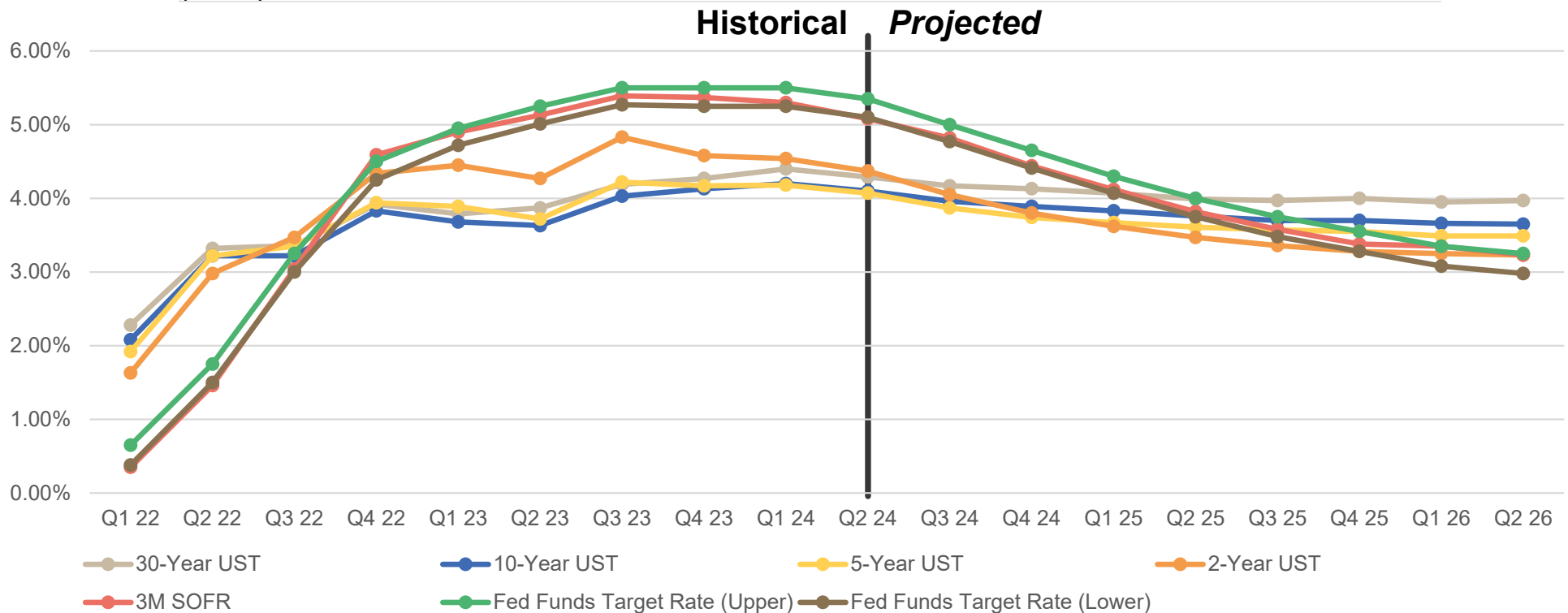




# Historical and Forecasted Interest Rates

The charts below show consensus forecasts from numerous financial institutions as reported by Bloomberg.

| Bloomberg Bond Yield Forecast |         |       |       |       |       |       |       |       |       |       |
|-------------------------------|---------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Average Forecasts             | Current | Q2 24 | Q3 24 | Q4 24 | Q1 25 | Q2 25 | Q3 25 | Q4 25 | Q1 26 | Q2 26 |
| 30-Year UST                   | 4.74%   | 4.29% | 4.17% | 4.13% | 4.07% | 3.99% | 3.97% | 4.00% | 3.95% | 3.97% |
| 10-Year UST                   | 4.65%   | 4.10% | 3.96% | 3.89% | 3.83% | 3.76% | 3.70% | 3.70% | 3.66% | 3.65% |
| 5-Year UST                    | 4.69%   | 4.07% | 3.87% | 3.74% | 3.67% | 3.61% | 3.57% | 3.55% | 3.49% | 3.49% |
| 2-Year UST                    | 4.99%   | 4.37% | 4.05% | 3.80% | 3.62% | 3.47% | 3.36% | 3.28% | 3.25% | 3.23% |
| 3M SOFR                       | 5.32%   | 5.08% | 4.82% | 4.44% | 4.12% | 3.82% | 3.58% | 3.38% | 3.35% | 3.23% |
| Fed Funds Target Rate (Upper) | 5.50%   | 5.35% | 5.00% | 4.65% | 4.30% | 4.00% | 3.75% | 3.55% | 3.35% | 3.25% |
| Fed Funds Target Rate (Lower) | 5.25%   | 5.25% | 4.77% | 4.41% | 4.07% | 3.75% | 3.48% | 3.28% | 3.08% | 2.98% |





## Disclosures

*The views expressed within this material constitute the perspective and judgment of PFM at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and fixed-income markets are based upon current opinion as of the date of issue, and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Information contained herein is based on data obtained from recognized statistical services, issuer reports or communications, or other sources, believed to be reliable. No representation is made as to its accuracy or completeness.*

### ABOUT PFM

*PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation.*

*Financial advisory services are provided by PFM Financial Advisors LLC, registered municipal advisors with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. Additional applicable regulatory information is available upon request.*

*For more information regarding PFM's services or entities, please visit [www.pfm.com](http://www.pfm.com).*

**PFM Financial Advisors LLC**

107 Spring Street | Seattle, WA 98104

[www.pfm.com](http://www.pfm.com)

**Duncan Brown, Director**

(206) 858-5367 | [brownd@pfm.com](mailto:brownd@pfm.com)

**Pacifica Law Group**

1191 Second Avenue | Suite 2000 | Seattle, WA 98101

[www.pacificallawgroup.com](http://www.pacificallawgroup.com)

**Stacey Lewis, Partner**

(206) 245-1714 | [stacey.lewis@pacificallawgroup.com](mailto:stacey.lewis@pacificallawgroup.com)

**Tobias Tobler, Associate**

(206) 602-1215 | [tobias.tobler@pacificallawgroup.com](mailto:tobias.tobler@pacificallawgroup.com)



**pfm**

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 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. April 25, 2024 Claims Report

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

| Sum of Amount                             |               |                 |                      |                                                           |            |
|-------------------------------------------|---------------|-----------------|----------------------|-----------------------------------------------------------|------------|
| Vendor Name                               | Vendor Number | Invoice Number  | Resp. Department     | Description                                               | Total      |
| ADVANCED EXCAVATING SPECIALISTS LLC       | 2066          | P21001-2066-11  | Public Works         | 03.2024 S Pioneer Extension/Roundabout                    | 183,100.76 |
| ADVANCED EXCAVATING SPECIALISTS LLC Total |               |                 |                      |                                                           | 183,100.76 |
| AETTA ARCHITECTS PC                       | 3569          | 21001-35        | Public Works         | 03.2024 YMCA Site Plan                                    | 3,690.00   |
| AETTA ARCHITECTS PC Total                 |               |                 |                      |                                                           | 3,690.00   |
| AQUATIC INFORMATICS INC.                  | 3337          | 108145          | Genl Govt/Facilities | 03.2024 Web Test                                          | (3.83)     |
|                                           |               |                 | Public Works         | 03.2024 Web Test                                          | 47.83      |
| AQUATIC INFORMATICS INC. Total            |               |                 |                      |                                                           | 44.00      |
| BLUEFIN PAYMENT SYSTEMS - EPAY            | 2827          | 2827-202403A    | Public Works         | 03.2024 Customer Web Payments                             | 4,610.21   |
|                                           |               | 2827-202403B    | Public Works         | 03.2024 Customer Web Payments                             | 21.90      |
| BLUEFIN PAYMENT SYSTEMS - EPAY Total      |               |                 |                      |                                                           | 4,632.11   |
| CFM STRATEGIC COMMUNICATIONS INC.         | 2551          | 28071           | Genl Govt/Facilities | 03.2024 Lobbyist                                          | 5,200.00   |
| CFM STRATEGIC COMMUNICATIONS INC. Total   |               |                 |                      |                                                           | 5,200.00   |
| CITY OF BATTLE GROUND                     | 0092          | INV00468        | Judicial             | 03.2024 Court Cost/Peblic Defender                        | 27,955.25  |
| CITY OF BATTLE GROUND Total               |               |                 |                      |                                                           | 27,955.25  |
| CLARK COUNTY                              | 0102          | CI062763        | Judicial             | Q1.2024 Limited Jurisdiction Cases                        | 660.00     |
|                                           |               | CI062597        | Public Works         | 03.2024 Whatley Decant Billing                            | 1,236.75   |
| CLARK COUNTY Total                        |               |                 |                      |                                                           | 1,896.75   |
| CLARK COUNTY TREASURERS OFFICE            | 0554          | SIF202403       | Genl Govt/Facilities | School Impact Fees                                        | 286,960.00 |
| CLARK COUNTY TREASURERS OFFICE Total      |               |                 |                      |                                                           | 286,960.00 |
| CLARK PUBLIC UTILITIES                    | 3619          | 28716600        | Public Works         | 4511 N 9th St - Street Light                              | 1,902.25   |
|                                           |               | 28688219        | Public Works         | 112 S 68th Ct New Street Light - Pioneer Street Extension | 236.00     |
| CLARK PUBLIC UTILITIES Total              |               |                 |                      |                                                           | 2,138.25   |
| CLARK PUBLIC UTILITIES - EPAY             | 0110          | 7559-485-202403 | Genl Govt/Facilities | 230 Pioneer St.                                           | 206.27     |
|                                           |               |                 |                      | 487 S 56th Pl.                                            | 64.35      |
|                                           |               |                 | Public Safety        | 116 N Main Avenue                                         | 51.06      |
|                                           |               |                 |                      | 101 Mill St Ste B - Police Station                        | 309.48     |
|                                           |               |                 | Public Works         | 400 N Abrams Park Rd                                      | 1,469.82   |
|                                           |               |                 |                      | 800 NE 264 St Intertie 1 - Water                          | 607.17     |
|                                           |               |                 |                      | 109 W Division St - Electricity                           | 75.20      |
|                                           |               |                 |                      | SR/Pioneer St & S 56 PL                                   | 138.50     |
|                                           |               |                 |                      | 512 N Allen Dr - Electricity                              | 29.02      |
|                                           |               |                 |                      | N 1st Cir & N 65th Ave - Park & Ride                      | 75.90      |
|                                           |               |                 |                      | 487 S 56th Pl.                                            | 1,035.08   |
|                                           |               |                 |                      | SR/Pioneer ST & S 65 AVE                                  | 65.54      |
|                                           |               |                 |                      | 1504 NW Intertie 3 - Water                                | 736.85     |
|                                           |               |                 |                      | 214 S Riverview Dr                                        | 123.07     |
|                                           |               |                 |                      | City Park/Water Well                                      | 3,185.90   |
|                                           |               |                 |                      | Overlook Park - Electricity                               | 86.88      |
|                                           |               |                 |                      | N Abrams Park/E Division                                  | 147.63     |
|                                           |               |                 |                      | 101 S Main Ave                                            | 77.79      |
|                                           |               |                 |                      | Pioneer St. & Gee Creek Loop - Electricity                | 29.27      |
|                                           |               |                 |                      | N 35th Ave and Pioneer St                                 | 67.62      |
|                                           |               |                 |                      | 3701 N 3rd Cir - Electricity                              | 29.19      |

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

|                                                 |      |                        |                        |                                                     |                                             |                          |        |
|-------------------------------------------------|------|------------------------|------------------------|-----------------------------------------------------|---------------------------------------------|--------------------------|--------|
| CLARK PUBLIC UTILITIES - EPAY                   | 0110 | 7559-485-202403        | Public Works           | Traffic Signal - Hillhurst/Royal Rd.                | 65.72                                       |                          |        |
|                                                 |      |                        |                        | 911 N 65th Ave Intertie 2 - Water                   | 101.34                                      |                          |        |
|                                                 |      |                        |                        | 2300 N 3rd Way Bellwood Trail Lights                | 40.40                                       |                          |        |
|                                                 |      |                        |                        | Heron Dr. & Lark Dr.                                | 47.10                                       |                          |        |
|                                                 |      |                        |                        | Municipal Lighting Lease                            | 10,162.25                                   |                          |        |
|                                                 |      |                        |                        | 337 S Royal Rd.                                     | 166.73                                      |                          |        |
|                                                 |      |                        |                        | 255 S 56th Pl - Electricity                         | 2,669.79                                    |                          |        |
|                                                 |      |                        |                        | 301 N 3rd Ave                                       | 244.20                                      |                          |        |
|                                                 |      |                        |                        | 535 N Abrams Park Rd.                               | 19.62                                       |                          |        |
|                                                 |      |                        |                        | Community Development                               | 487 S 56th Pl.                              | 133.06                   |        |
|                                                 |      |                        |                        | Public Works                                        | 487 S 56th Pl.                              | 14.59                    |        |
| CLARK PUBLIC UTILITIES - EPAY Total             |      |                        |                        |                                                     | 22,276.39                                   |                          |        |
| CLARK REGIONAL WASTEWATER DISTRICT - EPAY       | 0741 | 032842-000-0741-202403 | Genl Govt/Facilities   | 487 S 56th Pl - Sewer                               | 3.93                                        |                          |        |
|                                                 |      |                        | Public Works           | 487 S 56th Pl - Sewer                               | 63.07                                       |                          |        |
|                                                 |      |                        | Community Development  | 487 S 56th Pl - Sewer                               | 8.11                                        |                          |        |
|                                                 |      |                        | Public Works           | 487 S 56th Pl - Sewer                               | 0.89                                        |                          |        |
|                                                 |      |                        | 032712-000-0741-202403 | Public Safety                                       | 116 N Main Ave PD - Sewer                   | 53.26                    |        |
|                                                 |      |                        | 032157-0741-202403     | Public Works                                        | 101 S Main Ave - Overlook Park              | 53.26                    |        |
|                                                 |      |                        | 032894-000-0741-202403 | Public Works                                        | Abrams Park Kitchen - Sewer                 | 48.47                    |        |
|                                                 |      |                        | 032695-000-0741-202403 | Genl Govt/Facilities                                | 109 W Division WWTP - CRWWD Portion - Sewer | 76.30                    |        |
|                                                 |      |                        |                        | Public Works                                        | 109 W Division WWTP - Sewer                 | 76.29                    |        |
|                                                 |      |                        | 031777-000-0741-202403 | Public Works                                        | (blank)                                     | 119.68                   |        |
|                                                 |      |                        | 032899-000-0741-202403 | Public Works                                        | Abrams Park Concessions Sewer               | 43.68                    |        |
|                                                 |      |                        | 035480-000-0741-202403 | Public Works                                        | 255 S 56th Pl Well & Reservoir - Sewer      | 38.90                    |        |
|                                                 |      |                        | 032752-000-0741-202403 | Genl Govt/Facilities                                | 230 Pioneer St City Hall - Sewer            | 117.89                   |        |
|                                                 |      |                        | 032895-000-0741-202403 | Public Works                                        | Abrams Park Restrooms - Sewer               | 86.17                    |        |
| CLARK REGIONAL WASTEWATER DISTRICT - EPAY Total |      |                        |                        |                                                     | 789.90                                      |                          |        |
| COLUMBIAN PUBLISHING                            | 0116 | 46713                  | Community Development  | Municipal Code Updates                              | 48.60                                       |                          |        |
| COLUMBIAN PUBLISHING Total                      |      |                        |                        |                                                     | 48.60                                       |                          |        |
| COMCAST - EPAY                                  | 2271 | 2271-202404            | Genl Govt/Facilities   | PW Ops Communications                               | 13.71                                       |                          |        |
|                                                 |      |                        |                        | PW OPS Internet Services                            | 10.40                                       |                          |        |
|                                                 |      |                        |                        | RACC Internet Services                              | 65.34                                       |                          |        |
|                                                 |      |                        |                        | CH Internet Services                                | 408.86                                      |                          |        |
|                                                 |      |                        |                        |                                                     |                                             | CH Communicatons         | 66.56  |
|                                                 |      |                        |                        |                                                     | Public Works                                | PW Ops Communications    | 223.23 |
|                                                 |      |                        |                        |                                                     |                                             | PW OPS Internet Services | 168.95 |
|                                                 |      |                        |                        |                                                     | Community Development                       | PW Ops Communications    | 28.30  |
|                                                 |      |                        |                        |                                                     |                                             | PW OPS Internet Services | 21.44  |
|                                                 |      |                        |                        |                                                     |                                             | RACC Internet Services   | 135.46 |
| COMCAST - EPAY Total                            |      |                        |                        |                                                     | 1,142.25                                    |                          |        |
| COMCAST BUSINESS - EPAY                         | 1666 | 198895704              | Genl Govt/Facilities   | Communications - 487 S 56th Pl.                     | 98.95                                       |                          |        |
|                                                 |      |                        | Public Works           | Communications - 487 S 56th Pl.                     | 1,611.90                                    |                          |        |
|                                                 |      |                        | Community Development  | Communications - 487 S 56th Pl.                     | 204.28                                      |                          |        |
|                                                 |      |                        | 198895709              | Public Safety                                       | Communications - 101 Mill St.               | 911.23                   |        |
| COMCAST BUSINESS - EPAY Total                   |      |                        |                        |                                                     | 2,826.36                                    |                          |        |
| CONSOR NORTH AMERICA INC.                       | 3949 | C232644WA.00-7         | Public Works           | 03.2024 S Royle S 15th to S 5th - Construction Mgmt | 42,498.29                                   |                          |        |
| CONSOR NORTH AMERICA INC. Total                 |      |                        |                        |                                                     | 42,498.29                                   |                          |        |

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

|                                       |      |                 |                        |                                                          |           |
|---------------------------------------|------|-----------------|------------------------|----------------------------------------------------------|-----------|
| DAVID JENSEN                          | 4014 | 4014-20240419   | Public Safety          | Basic FTO Academy Meals - Jensen                         | 280.00    |
| DAVID JENSEN Total                    |      |                 |                        |                                                          | 280.00    |
| DEPARTMENT OF LICENSING - EPAY        | 0154 | RG0001609-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 21.00     |
|                                       |      | 0084078476      | Genl Govt/Facilities   | Driving Record - Giles                                   | 15.00     |
|                                       |      | RG0001604-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001605-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001610-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001608-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001613-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001614-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001603-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001612-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001607-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001611-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001606-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
|                                       |      | RG0001602-2024  | Genl Govt/Facilities   | CPL Fees                                                 | 18.00     |
| DEPARTMENT OF LICENSING - EPAY Total  |      |                 |                        |                                                          | 252.00    |
| DEPARTMENT OF RETIREMENT SYSTEM       | 1537 | 1610157         | Genl Govt/Facilities   | 2023 Old Age & Survivors Insurance                       | 33.38     |
| DEPARTMENT OF RETIREMENT SYSTEM Total |      |                 |                        |                                                          | 33.38     |
| DIANA ALLEN                           | 4015 | 4015-20240422   | Administration         | Laserfiche Empower Conference Meals - Allen              | 194.00    |
| DIANA ALLEN Total                     |      |                 |                        |                                                          | 194.00    |
| ELCOR INC                             | 2081 | 17473           | Public Safety          | Add2Exchange Support 2 Year Renewal                      | 963.74    |
|                                       |      |                 | Public Works           | Add2Exchange Support 2 Year Renewal                      | 927.13    |
|                                       |      |                 | Community Development  | Add2Exchange Support 2 Year Renewal                      | 720.63    |
|                                       |      |                 | Information Technology | Add2Exchange Support 2 Year Renewal                      | 1,163.43  |
|                                       |      | MSG-17414       | Public Safety          | 03.2024 IT Services                                      | 5,728.89  |
|                                       |      |                 | Public Works           | 03.2024 IT Services                                      | 5,511.22  |
|                                       |      |                 | Community Development  | 03.2024 IT Services                                      | 4,283.76  |
|                                       |      |                 | Information Technology | 03.2024 IT Services                                      | 6,915.95  |
|                                       |      | 17475           | Public Safety          | 2024 Computers & Laptops Replacement                     | 8,528.88  |
|                                       |      |                 | Public Works           | 2024 Computers & Laptops Replacement                     | 1,849.51  |
|                                       |      |                 | Community Development  | 2024 Computers & Laptops Replacement                     | 15,730.24 |
|                                       |      |                 | Information Technology | 2024 Computers & Laptops Replacement                     | 20,864.68 |
|                                       |      | 17477           | Public Safety          | Prime Business Phone & Battery Backup - Sergeants Office | 303.78    |
|                                       |      | 17476           | Community Development  | CDD Monitors - Harrington & May                          | 461.45    |
|                                       |      | 17474           | Community Development  | CDD Additional Docking Station                           | 809.99    |
|                                       |      | ELCOR INC Total |                        |                                                          |           |
| EXPRESS SERVICES INC.                 | 4012 | 30587072        | Public Works           | 04.07.2024 PWSTW Temp Services - Donaldson               | 301.50    |
|                                       |      | 30555432        | Public Works           | 03.31.2024 PWSTW Temp Services - Donaldson               | 1,206.00  |
| EXPRESS SERVICES INC. Total           |      |                 |                        |                                                          | 1,507.50  |
| FERGUSON ENTERPRISES INC # 8423       | 0181 | 1219843-1       | Genl Govt/Facilities   | OMNI Water Meter                                         | (151.89)  |
|                                       |      |                 | Public Works           | OMNI Water Meter                                         | 1,897.73  |
| FERGUSON ENTERPRISES INC # 8423 Total |      |                 |                        |                                                          | 1,745.84  |
| GRAY AND OSBORNE INC                  | 0207 | 23231.00-8      | Community Development  | 03.2024 On-Call Development Reveiw                       | 243.05    |
|                                       |      | 23231.11-4      | Community Development  | 03.2024 Quail Ridge Subdivision                          | 891.17    |
|                                       |      | 23231.14-2      | Community Development  | 03.2024 Carty Road Pump Station PLZ-23-0106-0107         | 427.29    |
|                                       |      | 23231.13-3      | Community Development  | 03.2024 Sanderling Park Phase 4 ENG-23-0111              | 1,303.69  |

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

|                                        |      |               |                        |                                                      |           |
|----------------------------------------|------|---------------|------------------------|------------------------------------------------------|-----------|
| GRAY AND OSBORNE INC                   | 0207 | 23231.15-2    | Community Development  | 03.2024 Bus Barn PLZ-24-0001                         | 162.03    |
| GRAY AND OSBORNE INC Total             |      |               |                        |                                                      | 3,027.23  |
| GRAYLING ENGINEERS PLLC                | 3877 | 1014          | Public Works           | 03.2024 Water Main Replacement - Pioneer to Shorbert | 4,514.01  |
| GRAYLING ENGINEERS PLLC Total          |      |               |                        |                                                      | 4,514.01  |
| H.D. FOWLER COMPANY                    | 2036 | I6658317      | Public Works           | PWUTIL Meter Ball Valve & Adapters                   | 3,887.47  |
|                                        |      | C606972       | Public Works           | PWUTIL Meter Ball Valve                              | (788.44)  |
|                                        |      | I6658427      | Public Works           | PWUTIL Meter Ball Valve                              | 540.17    |
| H.D. FOWLER COMPANY Total              |      |               |                        |                                                      | 3,639.20  |
| HALME EXCAVATING INC.                  | 2746 | 24122         | Public Works           | Hillhurst School Flasher                             | 45,294.77 |
| HALME EXCAVATING INC. Total            |      |               |                        |                                                      | 45,294.77 |
| HD SUPPLY INC.                         | 3886 | INV00316443   | Public Works           | PWUTIL PVC Bushing                                   | 115.17    |
|                                        |      | INV00318487   | Public Works           | VFIT Harness - Strickler & Swarts                    | 950.66    |
|                                        |      | INV00316269   | Public Works           | PWUTIL Valve/Connectors/Bushing                      | 1,881.26  |
|                                        |      | INV00330110   | Public Works           | PWSTW Polyester Duffle Bag                           | 75.41     |
| HD SUPPLY INC. Total                   |      |               |                        |                                                      | 3,022.50  |
| HOME DEPOT VISA - EPAY                 | 1805 | 6901379       | Public Works           | 03.2024 PW UTIL Gator Machete with Blade             | 97.72     |
|                                        |      | 4312474       | Public Works           | Park Trees                                           | 192.02    |
|                                        |      | 8324269       | Public Works           | 03.2024 PW UTIL Forged Bypass Pruner                 | 31.68     |
|                                        |      | 5940586       | Public Works           | 03.2024 PW UTIL Leather Pruner Sheath                | 16.14     |
|                                        |      | 4103317       | Public Works           | 03.2024 PW STW Tool Sets & Tool Bag                  | 77.09     |
| HOME DEPOT VISA - EPAY Total           |      |               |                        |                                                      | 414.65    |
| HONEY BUCKETS                          | 0223 | 0554090262    | Genl Govt/Facilities   | 04.02.24-02.29.24 PW Shop Port-a-Potty               | 61.69     |
|                                        |      |               | Public Works           | 04.02.24-02.29.24 PW Shop Port-a-Potty               | 987.31    |
| HONEY BUCKETS Total                    |      |               |                        |                                                      | 1,049.00  |
| HUMANE SOCIETY FOR SW WASHINGTON       | 0526 | 5520          | Public Safety          | Q1.2024 Animal Control                               | 1,593.75  |
| HUMANE SOCIETY FOR SW WASHINGTON Total |      |               |                        |                                                      | 1,593.75  |
| INSTANT IMPRINTS CASCADE PARK          | 2371 | 54222         | Executive              | Safety Vest Logo - Stuart                            | 26.23     |
| INSTANT IMPRINTS CASCADE PARK Total    |      |               |                        |                                                      | 26.23     |
| INTERMEDIA.NET INC.                    | 3804 | 2404019488    | Information Technology | 03.2024 Voice Service Charges                        | 88.92     |
| INTERMEDIA.NET INC. Total              |      |               |                        |                                                      | 88.92     |
| J2 BLUE PRINT SUPPLY                   | 0243 | AR150871      | Genl Govt/Facilities   | Dragon Boat Team Banner                              | 122.29    |
| J2 BLUE PRINT SUPPLY Total             |      |               |                        |                                                      | 122.29    |
| JACKSON DEAN CONSTRUCTION              | 4018 | 214038000     | Genl Govt/Facilities   | Commercial New Build Permit Refund - Costco          | 94,377.03 |
| JACKSON DEAN CONSTRUCTION Total        |      |               |                        |                                                      | 94,377.03 |
| JACOBS ENGINEERING GROUP INC.          | 3349 | W3X87401-20   | Public Works           | 03.2024 Screen Design/Engineering Services           | 4,349.54  |
| JACOBS ENGINEERING GROUP INC. Total    |      |               |                        |                                                      | 4,349.54  |
| JANEAN Z PARKER                        | 2199 | 232           | Public Works           | 03.2024 Legal Services                               | 1,031.25  |
|                                        |      |               | Community Development  | 03.2024 Legal Services                               | 2,062.50  |
|                                        |      |               | Legal                  | 03.2024 Legal Services                               | 9,743.75  |
| JANEAN Z PARKER Total                  |      |               |                        |                                                      | 12,837.50 |
| JULIETA RUBIO ROMERO                   | 2164 | 2164-20240422 | Finance                | Laserfiche Empower Conference Meals - Rubio Romero   | 194.00    |
| JULIETA RUBIO ROMERO Total             |      |               |                        |                                                      | 194.00    |
| KAYLIN DEBIAK                          | 3996 | 3996-20240419 | Public Safety          | Patrol Tactics Instructor Meals - Debiak             | 253.00    |
|                                        | 3966 | 3966-20240419 | Public Safety          | Patrol Tactics Instructor Meals - Debiak             | 112.00    |
| KAYLIN DEBIAK Total                    |      |               |                        |                                                      | 365.00    |
| KIANA SKY SWANSON                      | 4016 | 503395580     | Genl Govt/Facilities   | Business License Refund 503395580                    | 50.00     |
| KIANA SKY SWANSON Total                |      |               |                        |                                                      | 50.00     |



# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

|                                        |          |                       |                       |                                                              |                                        |        |
|----------------------------------------|----------|-----------------------|-----------------------|--------------------------------------------------------------|----------------------------------------|--------|
| KILLA BITES                            | 3727     | 2735                  | Human Resources       | Hood to Coast Meeting Catering                               | 293.70                                 |        |
| KILLA BITES Total                      |          |                       |                       |                                                              | 293.70                                 |        |
| L.N. CURTIS AND SONS                   | 3075     | INV811941             | Public Safety         | Flex-Tac Pants - Hoots                                       | 88.59                                  |        |
|                                        |          | INV808591             | Public Safety         | DutyGuard HT Jacket - Debiak                                 | 162.77                                 |        |
|                                        |          | INV811162             | Public Safety         | Handcuffs                                                    | 157.30                                 |        |
|                                        |          | INV812908             | Public Safety         | Uniforms - Andrew & Bowerman                                 | 188.05                                 |        |
| L.N. CURTIS AND SONS Total             |          |                       |                       |                                                              | 596.71                                 |        |
| LANGUAGE LINE SERVICES INC.            | 3122     | 11265775              | Judicial              | 03.2024 Interpreting Services - PD                           | 38.03                                  |        |
| LANGUAGE LINE SERVICES INC. Total      |          |                       |                       |                                                              | 38.03                                  |        |
| LES SCHWAB GROUP HOLDINGS LLC          | 4006     | 43700005764           | Public Works          | Parks Mower Tire Repair                                      | 23.89                                  |        |
| LES SCHWAB GROUP HOLDINGS LLC Total    |          |                       |                       |                                                              | 23.89                                  |        |
| MACKAY AND SPOSITO INC.                | 0899     | 050041                | Public Works          | 03.2024 Skate Park Alternatives Study                        | 320.00                                 |        |
| MACKAY AND SPOSITO INC. Total          |          |                       |                       |                                                              | 320.00                                 |        |
| MARTA L. OCHOA-RUTHERFORD              | 3396     | 606                   | Judicial              | 03.28.2024 Interpreting Services                             | 65.00                                  |        |
|                                        |          | 607                   | Judicial              | 04.04.2024 Interpreting Services                             | 130.00                                 |        |
| MARTA L. OCHOA-RUTHERFORD Total        |          |                       |                       |                                                              | 195.00                                 |        |
| MAUL FOSTER ALONGI INC.                | 0834     | 59618                 | Genl Govt/Facilities  | 03.2024 On-Call Services - Park Laundry                      | 771.25                                 |        |
|                                        |          | 59619                 | Genl Govt/Facilities  | 03.2024 Park Laundry Site Cleanup and Environmental Services | 2,917.50                               |        |
| MAUL FOSTER ALONGI INC. Total          |          |                       |                       |                                                              | 3,688.75                               |        |
| MINERT AND ASSOCIATES INC.             | 0981     | 331189                | Genl Govt/Facilities  | 03.2024 DOT Drug Tests                                       | 5.80                                   |        |
|                                        |          |                       | Public Works          | 03.2024 DOT Drug Tests                                       | 133.43                                 |        |
|                                        |          |                       | Community Development | 03.2024 DOT Drug Tests                                       | 4.27                                   |        |
| MINERT AND ASSOCIATES INC. Total       |          |                       |                       |                                                              | 143.50                                 |        |
| Monk Natalie                           | UB*00994 | (blank)               | Genl Govt/Facilities  | Refund Check 013300-000 3141 S 3rd Way                       | 2.76                                   |        |
| Monk Natalie Total                     |          |                       |                       |                                                              | 2.76                                   |        |
| MUNICIPAL EMERGENCY SERVICES INC       | 2235     | IN2028539             | Public Safety         | Ear Protector                                                | 268.02                                 |        |
| MUNICIPAL EMERGENCY SERVICES INC Total |          |                       |                       |                                                              | 268.02                                 |        |
| NAPA AUTO PARTS                        | 0498     | 417219                | Public Works          | Vactruck Honey Well TG Switch                                | 66.91                                  |        |
|                                        |          | 418306                | Public Works          | Parks Mower Battery                                          | 61.51                                  |        |
| NAPA AUTO PARTS Total                  |          |                       |                       |                                                              | 128.42                                 |        |
| NATIONAL SAFETY INC                    | 3571     | 0720972-IN            | Genl Govt/Facilities  | PW Shop Safety Vests                                         | 34.30                                  |        |
|                                        |          |                       | Public Works          | PW Shop Safety Vests                                         | 548.92                                 |        |
| NATIONAL SAFETY INC Total              |          |                       |                       |                                                              | 583.22                                 |        |
| NEW DAY PEST MANAGEMENT LLC            | 4004     | 10941                 | Genl Govt/Facilities  | 04.02.2024 Pest Control - PW Ops                             | 8.37                                   |        |
|                                        |          |                       | Public Works          | 04.02.2024 Pest Control - PW Ops                             | 136.31                                 |        |
|                                        |          |                       | Community Development | 04.02.2024 Pest Control - PW Ops                             | 17.28                                  |        |
|                                        |          | 10840                 | Genl Govt/Facilities  | 03.15.2024 Pest Control - CH                                 | 107.61                                 |        |
|                                        |          |                       | 10949                 | Genl Govt/Facilities                                         | 04.04.2024 Pest Control - 109 Division | 107.61 |
|                                        |          |                       | 10943                 | Genl Govt/Facilities                                         | 04.03.2024 Pest Control - CH           | 107.61 |
| NEW DAY PEST MANAGEMENT LLC Total      |          |                       |                       |                                                              | 484.79                                 |        |
| NORTHSIDE FORD TRUCK SALES INC         | 3281     | 283063                | Genl Govt/Facilities  | 2019 Ford F350 66092D - PWFAC                                | 384.28                                 |        |
|                                        |          |                       | Public Works          | 2019 Ford F350 66092D - PWFAC                                | 2,746.93                               |        |
| NORTHSIDE FORD TRUCK SALES INC Total   |          |                       |                       |                                                              | 3,131.21                               |        |
| NORTHWEST NATURAL GAS - EPAY           | 0315     | 8578-7-0315-202403    | Genl Govt/Facilities  | 109 Division PW Shop - Natural Gas                           | 73.94                                  |        |
|                                        |          |                       | Public Works          | 109 Division PW Shop - Natural Gas                           | 1,166.53                               |        |
|                                        |          |                       | Public Works          | 109 Division PW Shop - Natural Gas                           | 19.15                                  |        |
|                                        |          | 4399980-4-0315-202403 | Public Safety         | 101 Mill St Police Department - Natural Gas                  | 223.48                                 |        |

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

|                                                 |      |                       |                                         |                                                     |                      |                                            |        |
|-------------------------------------------------|------|-----------------------|-----------------------------------------|-----------------------------------------------------|----------------------|--------------------------------------------|--------|
| NORTHWEST NATURAL GAS - EPAY                    | 0315 | 4239131-8-0315-202403 | Genl Govt/Facilities                    | 487 S 56th PW Ops #A - Natural Gas                  | 3.28                 |                                            |        |
|                                                 |      |                       |                                         | 487 S 56th PW Ops #B - Natural Gas                  | 222.33               |                                            |        |
|                                                 |      |                       | Public Works                            | 487 S 56th PW Ops #A - Natural Gas                  | 52.63                |                                            |        |
|                                                 |      |                       |                                         | 487 S 56th PW Ops #B - Natural Gas                  | 3,507.61             |                                            |        |
|                                                 |      |                       | Community Development                   | 487 S 56th PW Ops #A - Natural Gas                  | 6.77                 |                                            |        |
|                                                 |      |                       | Public Works                            | 487 S 56th PW Ops #A - Natural Gas                  | 0.74                 |                                            |        |
|                                                 |      |                       |                                         | 487 S 56th PW Ops #B - Natural Gas                  | 57.57                |                                            |        |
|                                                 |      |                       |                                         | 8817-9-0315-202403                                  | Genl Govt/Facilities | 230 Pioneer St City Hall - Natural Gas     | 289.78 |
|                                                 |      |                       |                                         | 1000591-6-0315-202403                               | Public Safety        | 116 N Main Police Department - Natural Gas | 101.44 |
|                                                 |      |                       | NORTHWEST NATURAL GAS - EPAY Total      |                                                     |                      |                                            |        |
| PACIFIC OFFICE AUTOMATION                       | 2710 | 153589                | Genl Govt/Facilities                    | Q1.2024 Copier Usage - PW                           | 4.39                 |                                            |        |
|                                                 |      |                       |                                         | Q1.2024 Copier Usage - RACC                         | 54.50                |                                            |        |
|                                                 |      |                       |                                         | Q1.2024 Copier Usage - CH                           | 313.20               |                                            |        |
|                                                 |      |                       | Public Safety                           | Q1.2024 Copier Usage - PD                           | 217.58               |                                            |        |
|                                                 |      |                       | Public Works                            | Q1.2024 Copier Usage - PW                           | 71.47                |                                            |        |
|                                                 |      |                       | Community Development                   | Q1.2024 Copier Usage - PW                           | 9.06                 |                                            |        |
|                                                 |      |                       |                                         | Q1.2024 Copier Usage - RACC                         | 113.03               |                                            |        |
|                                                 |      |                       | PACIFIC OFFICE AUTOMATION Total         |                                                     |                      |                                            |        |
| PACIFIC OFFICE AUTOMATION - LEASE               | 1564 | 82329775              | Genl Govt/Facilities                    | Copier Lease - RACC                                 | 209.49               |                                            |        |
|                                                 |      |                       |                                         | Copier Lease - CH                                   | 643.98               |                                            |        |
|                                                 |      |                       | Public Safety                           | Copier Lease - PD                                   | 596.21               |                                            |        |
|                                                 |      |                       | Public Works                            | Copier Lease - PWUTIL                               | 44.63                |                                            |        |
|                                                 |      |                       | Community Development                   | Copier Lease - RACC                                 | 434.49               |                                            |        |
|                                                 |      |                       | PACIFIC OFFICE AUTOMATION - LEASE Total |                                                     |                      |                                            |        |
| PATRICK HILDRETH BRAND AND DESIGN               | 2372 | 2796                  | Genl Govt/Facilities                    | Wine & Dragon Mural Designs                         | 1,150.00             |                                            |        |
| PATRICK HILDRETH BRAND AND DESIGN Total         |      |                       |                                         |                                                     | 1,150.00             |                                            |        |
| PBS ENGINEERING AND ENVIRONMENTAL               | 0342 | 0071543.000-36        | Public Works                            | 03.2024 Pioneer Street Extension                    | 34,686.16            |                                            |        |
| PBS ENGINEERING AND ENVIRONMENTAL Total         |      |                       |                                         |                                                     | 34,686.16            |                                            |        |
| PITNEY BOWES - EPAY                             | 0341 | 1025098217            | Genl Govt/Facilities                    | Postage Machine Ink & Seal Liquid                   | 189.44               |                                            |        |
| PITNEY BOWES - EPAY Total                       |      |                       |                                         |                                                     | 189.44               |                                            |        |
| PORTLAND ENGINEERING INC                        | 2082 | 12340                 | Public Works                            | 03.2024 Q178V Ridgefield Cellular Telemetry         | 228.27               |                                            |        |
|                                                 |      | 12353                 | Public Works                            | EWON Remote Access Hardware Replacement             | 3,154.47             |                                            |        |
| PORTLAND ENGINEERING INC Total                  |      |                       |                                         |                                                     | 3,382.74             |                                            |        |
| PROVIDENCE HEALTH & SERVICES OREGON             | 3530 | 49556                 | Genl Govt/Facilities                    | DOT Physical Exam                                   | 10.00                |                                            |        |
|                                                 |      |                       | Public Works                            | DOT Physical Exam                                   | 90.00                |                                            |        |
| PROVIDENCE HEALTH & SERVICES OREGON Total       |      |                       |                                         |                                                     | 100.00               |                                            |        |
| PUBLIC SAFETY TESTING                           | 0354 | 2024-355              | Public Safety                           | Q1.2024 Subscription Fees                           | 135.00               |                                            |        |
| PUBLIC SAFETY TESTING Total                     |      |                       |                                         |                                                     | 135.00               |                                            |        |
| RICK BUCKNER POLYGRAPH                          | 1092 | 20240406              | Public Safety                           | 04.06.2024 Polygraph Services                       | 350.00               |                                            |        |
| RICK BUCKNER POLYGRAPH Total                    |      |                       |                                         |                                                     | 350.00               |                                            |        |
| RIDGEFIELD COMMUNITY GLEANERS ASSOCIATION       | 2996 | 2996-20240425         | Genl Govt/Facilities                    | 2024 City Partnership Contribution                  | 1,200.00             |                                            |        |
| RIDGEFIELD COMMUNITY GLEANERS ASSOCIATION Total |      |                       |                                         |                                                     | 1,200.00             |                                            |        |
| RIDGEFIELD GARDEN CLUB                          | 2495 | 2495-20240425         | Genl Govt/Facilities                    | 2024 City Partnership Conribution                   | 1,200.00             |                                            |        |
| RIDGEFIELD GARDEN CLUB Total                    |      |                       |                                         |                                                     | 1,200.00             |                                            |        |
| RIDGEFIELD HARDWARE                             | 0376 | 0376-202403           | Genl Govt/Facilities                    | 03.2024 Operational Supplies Tools & Vehicle Maint. | 16.10                |                                            |        |
|                                                 |      |                       | Public Safety                           | 03.2024 Operational Supplies - PD                   | 1.09                 |                                            |        |
|                                                 |      |                       | Public Works                            | 03.2024 Operational Supplies Tools & Vehicle Maint. | 408.74               |                                            |        |

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

|                                                |      |                |                       |                                         |             |           |
|------------------------------------------------|------|----------------|-----------------------|-----------------------------------------|-------------|-----------|
| RIDGEFIELD HARDWARE Total                      |      |                |                       |                                         |             | 425.93    |
| SAWYER PADDLES AND OARS LLC                    | 4003 | 22776-F        | Genl Govt/Facilities  | Dragon Boat Paddles - 50% Final Payment | 1,508.07    |           |
| SAWYER PADDLES AND OARS LLC Total              |      |                |                       |                                         |             | 1,508.07  |
| SITEONE LANDSCAPE SUPPLY LLC                   | 2951 | 139970571-001  | Public Works          | Parks Irrigation Shut Off Parts         | 84.33       |           |
|                                                |      | 139993003-001  | Public Works          | Parks Irrigation Shut Off Parts         | 35.99       |           |
|                                                |      | 140020290-001  | Public Works          | Parks Irrigation Shut Off Parts         | 32.77       |           |
| SITEONE LANDSCAPE SUPPLY LLC Total             |      |                |                       |                                         |             | 153.09    |
| SONSRAY MACHINERY LLC                          | 1785 | SWO048282-1    | Public Works          | John Deer Tiger Flail Mower Inspection  | 262.47      |           |
|                                                |      |                | Community Development | John Deer Tiger Flail Mower Inspection  | 25.95       |           |
| SONSRAY MACHINERY LLC Total                    |      |                |                       |                                         |             | 288.42    |
| SPRINGBROOK - GROUP EPAY                       | 3544 | 240421926      | Public Works          | 03.2024 UB Web Payments                 | 865.76      |           |
| SPRINGBROOK - GROUP EPAY Total                 |      |                |                       |                                         |             | 865.76    |
| STATE AUDITOR'S OFFICE                         | 0524 | L160488        | Finance               | 03.2024 Audit Services                  | 556.40      |           |
| STATE AUDITOR'S OFFICE Total                   |      |                |                       |                                         |             | 556.40    |
| STATE OF WA DEPARTMENT OF REVENUE - EPAY       | 0156 | 0-039-537-0159 | Genl Govt/Facilities  | 03.2024 B&O and Excise Tax              | (20,761.36) |           |
|                                                |      |                | Public Works          | 03.2024 B&O and Excise Tax              | 21,194.19   |           |
| STATE OF WA DEPARTMENT OF REVENUE - EPAY Total |      |                |                       |                                         |             | 432.83    |
| STERICYCLE INC                                 | 2504 | 8006700899     | Genl Govt/Facilities  | 03.27.2024 Secure Shredding - PW        | 5.19        |           |
|                                                |      |                | Public Works          | 03.27.2024 Secure Shredding - PW        | 84.43       |           |
|                                                |      |                | Community Development | 03.27.2024 Secure Shredding - PW        | 10.70       |           |
| STERICYCLE INC Total                           |      |                |                       |                                         |             | 100.32    |
| TERESA D JOHNSON CPA INC.                      | 0561 | 6789           | Finance               | 03.2024 Accounting Services             | 19,475.82   |           |
| TERESA D JOHNSON CPA INC. Total                |      |                |                       |                                         |             | 19,475.82 |
| THE MASTERS TOUCH LLC                          | 1786 | P90306         | Public Works          | 03.2024 Backflow Letters - Postage      | 280.90      |           |
|                                                |      | 90306          | Public Works          | 03.2024 Backflow Letters                | 765.58      |           |
| THE MASTERS TOUCH LLC Total                    |      |                |                       |                                         |             | 1,046.48  |
| THE PARR COMPANY                               | 0964 | 26691820       | Public Works          | PWSTW Hammer and Drill Bits             | 33.61       |           |
|                                                |      |                | Community Development | PWSTW Hammer and Drill Bits             | 3.32        |           |
|                                                |      | 26692018       | Genl Govt/Facilities  | CH Vent Screens Screws                  | 20.41       |           |
| THE PARR COMPANY Total                         |      |                |                       |                                         |             | 57.34     |
| TIREHUB LLC                                    | 3067 | 41027658       | Public Safety         | PD Tires                                | 1,367.67    |           |
| TIREHUB LLC Total                              |      |                |                       |                                         |             | 1,367.67  |
| TOWNZEN & ASSOCIATES INC.                      | 3450 | 24-047         | Community Development | 03.2024 Building Plan Review            | 1,492.50    |           |
| TOWNZEN & ASSOCIATES INC. Total                |      |                |                       |                                         |             | 1,492.50  |
| TRAFFIC SAFETY SUPPLY                          | 0432 | INV068492      | Genl Govt/Facilities  | Street Signs and Hardware               | (98.43)     |           |
|                                                |      |                | Public Works          | Street Signs and Hardware               | 1,229.83    |           |
|                                                |      | INV067851      | Genl Govt/Facilities  | Reflective Street Sign Post Cover       | (5.52)      |           |
|                                                |      |                | Public Works          | Reflective Street Sign Post Cover       | 69.02       |           |
| TRAFFIC SAFETY SUPPLY Total                    |      |                |                       |                                         |             | 1,194.90  |
| UNIFIRST CORPORATION                           | 3904 | 2240092397     | Genl Govt/Facilities  | 04.09.2024 PW Ops Floor Mats            | 2.73        |           |
|                                                |      |                |                       | 04.09.2024 PWFAC Uniforms               | 12.04       |           |
|                                                |      |                |                       | 04.09.2024 PW Ops Floor Mats            | 44.51       |           |
|                                                |      |                |                       | 04.09.2024 PWFAC Uniforms               | 86.11       |           |
|                                                |      |                |                       | 04.09.2024 PWSTW Uniforms               | 58.50       |           |
|                                                |      | 2240092395     | Community Development | 04.09.2024 PWUTIL Uniforms              | 40.30       |           |
|                                                |      |                |                       | 04.09.2024 PW Ops Floor Mats            | 5.64        |           |
|                                                |      |                |                       | 04.09.2024 Floor Mats - CH              | 16.46       |           |
|                                                |      |                |                       |                                         |             |           |
|                                                |      |                |                       |                                         |             |           |

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

|                                  |      |              |                        |                                             |                                       |        |
|----------------------------------|------|--------------|------------------------|---------------------------------------------|---------------------------------------|--------|
| UNIFIRST CORPORATION             | 3904 | 2240090009   | Genl Govt/Facilities   | 04.02.2024 Floor Mats - CH                  | 16.46                                 |        |
|                                  |      | 2240092394   | Genl Govt/Facilities   | 04.02.2024 Floor Mats - RACC                | 3.41                                  |        |
|                                  |      |              | Community Development  | 04.02.2024 Floor Mats - RACC                | 7.08                                  |        |
|                                  |      | 2240092396   | Public Safety          | 04.09.2024 Floor Mats - PD                  | 39.52                                 |        |
|                                  |      | 2240090010   | Public Safety          | 04.02.2024 Floor Mats - PD                  | 39.52                                 |        |
|                                  |      | 2240090007   | Genl Govt/Facilities   | 04.02.2024 Floor Mats - RACC                | 3.41                                  |        |
|                                  |      |              |                        | Community Development                       | 04.02.2024 Floor Mats - RACC          | 7.08   |
| UNIFIRST CORPORATION Total       |      |              |                        |                                             | 382.77                                |        |
| VAIRKKO TECHNOLOGIES LLC         | 3699 | 26624        | Genl Govt/Facilities   | 04.2024 PD Scheduling Software              | (12.39)                               |        |
|                                  |      |              | Public Safety          | 04.2024 PD Scheduling Software              | 154.79                                |        |
| VAIRKKO TECHNOLOGIES LLC Total   |      |              |                        |                                             | 142.40                                |        |
| VERIZON WIRELESS                 | 0452 | 9960311294   | Genl Govt/Facilities   | PW iPad and Cellphones                      | 37.64                                 |        |
|                                  |      |              |                        | General iPad and Cellphones                 | 49.33                                 |        |
|                                  |      |              | Public Safety          | PD iPad and Cellphones                      | 789.30                                |        |
|                                  |      |              | Public Works           | PW iPad and Cellphones                      | 603.67                                |        |
|                                  |      |              | Community Development  | CDD iPad and Cellphones                     | 295.99                                |        |
|                                  |      |              | Council                | Council iPad and Cellphones                 | 542.64                                |        |
|                                  |      |              | Executive              | Executive iPad and Cellphones               | 49.33                                 |        |
|                                  |      |              | Information Technology | ADMIN iPads - DeMoss & Sennett              | 2,173.98                              |        |
|                                  |      |              | Administration         | Admin iPad and Cellphones                   | 394.65                                |        |
|                                  |      |              | Finance                | Finance iPad and Cellphones                 | 49.33                                 |        |
|                                  |      | 9960311296   | Genl Govt/Facilities   | General Cellphones                          | 134.52                                |        |
|                                  |      |              |                        | PW Cellphones                               | 81.58                                 |        |
|                                  |      |              | Public Safety          | PD Cellphones                               | 627.72                                |        |
|                                  |      |              | Public Works           | PW Cellphones                               | 1,308.36                              |        |
|                                  |      |              | Community Development  | CDD Cell Cover - May                        | 32.60                                 |        |
|                                  |      |              |                        | CDD Cellphones                              | 582.88                                |        |
|                                  |      |              | Council                | Council Cellphones                          | 44.84                                 |        |
|                                  |      |              | Administration         | Admin Cellphones                            | 269.02                                |        |
|                                  |      |              | 9960311295             | Public Works                                | 03.2024 Hillhurst Pedestrian Crossing | 145.17 |
|                                  |      |              | VERIZON WIRELESS Total |                                             |                                       |        |
| WALLIS ENGINEERING PLLC          | 0464 | 17400        | Public Works           | 03.2024 Gee Creek Loop Improvements         | 6,654.24                              |        |
| WALLIS ENGINEERING PLLC Total    |      |              |                        |                                             | 6,654.24                              |        |
| WALTER E. NELSON COMPANY         | 3553 | 1860557      | Genl Govt/Facilities   | PW Ops Soap                                 | 0.61                                  |        |
|                                  |      |              | Public Works           | PW Ops Soap                                 | 10.01                                 |        |
|                                  |      |              |                        | Parks Paper Products                        | 572.15                                |        |
|                                  |      | 1861230      | Community Development  | PW Ops Soap                                 | 1.27                                  |        |
|                                  |      |              | Genl Govt/Facilities   | Paper Products - CH                         | 66.05                                 |        |
| WALTER E. NELSON COMPANY Total   |      |              |                        |                                             | 650.09                                |        |
| WAPITI NW LLC                    | 2545 | 41130        | Genl Govt/Facilities   | PW Vac Trailer Maintenance                  | 195.44                                |        |
|                                  |      |              | Public Works           | PW Vac Trailer Maintenance                  | 3,128.39                              |        |
| WAPITI NW LLC Total              |      |              |                        |                                             | 3,323.83                              |        |
| WASHINGTON STATE TREASURER       | 0642 | 0642-Q1.2024 | Genl Govt/Facilities   | Q1.2024 Building Code Fees                  | 940.50                                |        |
| WASHINGTON STATE TREASURER Total |      |              |                        |                                             | 940.50                                |        |
| WELLS FARGO - EPAY               | 1681 | 202403-3035  | Genl Govt/Facilities   | Giles Amzn Mktp Us Metal Ruler - PW OPS     | 0.50                                  |        |
|                                  |      |              |                        | Giles Amzn Mktp Us Highlighters - City Hall | 13.33                                 |        |
|                                  |      |              |                        | Giles Amzn Mktp Us Picture Frames - PW OPS  | 1.29                                  |        |

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

WELLS FARGO - EPAY

1681

202403-3035

Genl Govt/Facilities

|                                                                |        |
|----------------------------------------------------------------|--------|
| Giles Amzn Mktp Us Whiteboard - PW OPS                         | 1.22   |
| Giles Amazon.Com Post It Notes - RACC                          | 7.07   |
| Giles Amzn Mktp Us Storage Clipboards - PW OPS                 | 1.67   |
| Giles Amazon.Com Paper Plates & Batteries - PW OPS             | 3.08   |
| Giles Amzn Mktp Us Cardstock & Laminating Pouches - PW OPS     | 2.51   |
| Giles Amzn Mktp Us Trailer Hitches - PWFAC                     | 24.01  |
| Giles Amzn Mktp Us Fogger Bombs - Dragon Boat                  | 77.46  |
| Giles Amazon.Com Notepads & Binders-RACC                       | 13.27  |
| Giles Amzn Mktp Us Mgmt Team Binders                           | 118.08 |
| Giles Amzn Mktp Us Coffee -RACC                                | 14.27  |
| Giles Amzn Mktp Us Hand Sanitizer - RACC                       | 10.03  |
| Giles Amzn Mktp Us Step Ladder - PW OPS                        | 3.15   |
| Giles Amzn Mktp Us Post It Notes - RACC                        | 3.15   |
| Giles Amzn Mktp Us Copy Paper - City Hall                      | 61.90  |
| Giles Amzn Mktp Us Pressure Washer Repair Parts                | 44.23  |
| Giles Amzn Mktp Us Soap Brush - City Hall                      | 9.77   |
| Giles Amazon.Com Mgmt Team Dividers                            | 49.99  |
| Giles Amzn Mktp Us Pop Up Canopy - Events                      | 156.52 |
| Giles Amzn Mktp Us Plastic Forks & Spoons - RACC               | 7.42   |
| Giles Amzn Mktp Us Flash Drives & Sign Holders - City Hall     | 52.78  |
| Giles Amzn Mktp Us Doorstop - City Hall                        | 14.77  |
| Giles Amzn Mktp Us Pens & Envelopes - PD                       | 34.60  |
| Giles Amzn Mktp Us Weapon Light Cleaner - PD                   | 18.47  |
| Giles Amzn Mktp Us Chair Covers - PD                           | 10.86  |
| Giles Amzn Mktp Us Chair Cover - PD                            | 10.86  |
| Giles Amzn Mktp Us Dry Erase Markers - PD                      | 22.33  |
| Giles Amzn Mktp Us Nitrile Gloves -PD                          | 51.61  |
| Giles Amzn Mktp Us Hand Sanitizer - PD                         | 25.22  |
| Giles Amzn Mktp Us Boots - Durham                              | 161.91 |
| Giles Amzn Mktp Us Pens-Tape/Sticky Notes/Envelopes - PD       | 38.89  |
| Giles Amazon.Com Shovels - PW STW                              | 83.84  |
| Giles Amzn Mktp Us Metal Ruler - PW OPS                        | 8.19   |
| Giles Amazon.Com Raingear - Delgado                            | 60.60  |
| Giles Amzn Mktp Us Picture Frames - PW OPS                     | 21.01  |
| Giles Amzn Mktp Us Whiteboard - PW OPS                         | 19.90  |
| Giles Amzn Mktp Us Storage Clipboards - PW OPS                 | 27.11  |
| Giles Amazon.Com Paper Plates & Batteries - PW OPS             | 50.15  |
| Giles Amzn Mktp Us Cardstock & Laminating Pouches - PW OPS     | 40.86  |
| Giles Amzn Mktp Us Rain Jacket - Delgado                       | 71.91  |
| Giles Amzn Mktp Us Trailer Hitches - PWFAC                     | 171.63 |
| Giles Amzn Mktp Us Tv Wall Mount Bracket - Eng Project Manager | 24.44  |
| Giles Amzn Mktp Us Monitor - Eng Project Manager               | 301.61 |
| Giles Amzn Mktp Us Step Ladder - PW OPS                        | 51.22  |
| Giles Amzn Mktp Us Cork Board - Parks Manager                  | 312.36 |
| Giles Amzn Mktp Us Metal Ruler - PW OPS                        | 1.04   |
| Giles Amzn Mktp Us Phone Case - CDD                            | 12.71  |
| Giles Amzn Mktp Us Picture Frames - PW OPS                     | 2.66   |

Public Safety

Public Works

Community Development

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

WELLS FARGO - EPAY

1681

202403-3035

Community Development

|                                                                  |         |
|------------------------------------------------------------------|---------|
| Giles Amzn Mktp Us Whiteboard - PW OPS                           | 2.52    |
| Giles Amzn Mktp Us Returned Heater - CDD                         | (24.45) |
| Giles Amzn Mktp Us Coffee - RACC                                 | 29.60   |
| Giles Amazon.Com Post It Notes - RACC                            | 14.66   |
| Giles Amzn Mktp Us Laptop Car Chargers - CDD                     | 266.25  |
| Giles Amzn Mktp Us Storage Clipboards - PW OPS                   | 3.44    |
| Giles Amazon.Com Paper Plates & Batteries - PW OPS               | 6.36    |
| Giles Amzn Mktp Us Rulers - CDD                                  | 24.16   |
| Giles Amzn Mktp Us Cardstock & Laminating Pouches - PW OPS       | 5.18    |
| Giles Amazon.Com Notepads & Binders-RACC                         | 27.52   |
| Giles Amzn Mktp Us Tv Wall Mount Bracket - Eng Project Manager   | 2.72    |
| Giles Amzn Mktp Us Monitor - Eng Project Manager                 | 40.21   |
| Giles Amzn Mktp Us Hand Sanitizer - RACC                         | 20.79   |
| Giles Amzn Mktp Us Step Ladder - PW OPS                          | 6.49    |
| Giles Amzn Mktp Us Screen Protector - CDD                        | 16.29   |
| Giles Amzn Mktp Us Post It Notes - RACC                          | 6.52    |
| Giles Amzn Mktp Us Space Heater - CDD                            | 18.47   |
| Giles Amzn Mktp Us Chair Cushion - CDD                           | 16.29   |
| Giles Amzn Mktp Us Binder - CDD                                  | 8.53    |
| Giles Amzn Mktp Us Plastic Forks & Spoons - RACC                 | 15.40   |
| Giles Amzn Mktp Us Laptop Bags-Space Heater - CDD                | 113.95  |
| Giles Amzn Mktp Us Retractable Belt - CDD                        | 32.58   |
| Giles Amzn Mktp Us Heater - CDD                                  | 21.72   |
| Giles Amzn Mktp Us Monitor - Eng Project Manager                 | 60.32   |
| Giles Amzn Mktp Us Ipad Screen Prot-Sennett/Demoss               | 10.86   |
| Giles Amzn Mktp Us Ipad Keyboard Case - Sennett/Demoss           | 195.64  |
| RubioRomero Primo Water Water Delivery Service - PWOPS           | 5.82    |
| RubioRomero Primo Water Water Delivery Service - RACC            | 27.42   |
| RubioRomero Amazon Web Services Audio Backup - WA Sales Tax      | (0.05)  |
| RubioRomero Happy Car Wash Subscription - PWUTIL WA Sales Tax    | (1.65)  |
| RubioRomero Mailchimp Social Media - WA Sales Tax                | (0.35)  |
| RubioRomero 7-Eleven Fuel For PD Due To 59462D Wex Card Issues   | 53.00   |
| RubioRomero Siptrunk Inc Telephone Service - PD                  | 229.48  |
| RubioRomero Primo Water Water Delivery Service - PWOPS           | 94.92   |
| RubioRomero Happy Car Wash Subscription Vehicle - PWUTIL         | 20.64   |
| RubioRomero Primo Water Water Delivery Service - PWOPS           | 12.03   |
| RubioRomero Primo Water Water Delivery Service - RACC            | 56.89   |
| RubioRomero Mailchimp Social Media                               | 42.66   |
| RubioRomero Spotify Monthly Music - CH                           | 11.95   |
| RubioRomero Adobe Inc. Software - Comm Specialist II             | 59.77   |
| RubioRomero Dropbox File Sharing - Public Records Box            | 13.03   |
| RubioRomero Zoom Meeting Platform                                | 60.86   |
| RubioRomero Amazon Web Services Web Audio Backup                 | 0.65    |
| Blake Rosauers Food & Dru Refreshments For Nw Resolution Meeting | 0.64    |
| Blake Rosauers Food & Dru Refreshments For Nw Resolution Meeting | 10.23   |
| Blake Rosauers Food & Dru Refreshments For Nw Resolution Meeting | 5.11    |
| Thamert Country Cafe STW Permit Coordinator Interview Panel      | 43.94   |

Information Technology  
Administration

202403-5756

Genl Govt/Facilities

Public Safety

Public Works

Community Development

Information Technology

202403-4252

Genl Govt/Facilities

Public Works

Community Development

202403-7002

Public Works

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

WELLS FARGO - EPAY

1681

|             |                       |                                                                  |          |
|-------------|-----------------------|------------------------------------------------------------------|----------|
| 202403-7002 | Public Works          | Thamert Tractor Supply TruckTools - Swartz                       | 518.74   |
| 202403-0187 | Genl Govt/Facilities  | Melroy Home Depot Small Tools - PWFAC                            | 19.33    |
|             |                       | Melroy Tractor Supply Trailer Repair - PWFAC                     | 5.89     |
|             |                       | Melroy Trailer City Pdx Trailer Repair - PWFAC                   | 109.39   |
|             |                       | Melroy Trailer City Pdx WA Sales Tax for Trailer Repair - PWFAC  | (71.34)  |
|             | Public Works          | Melroy Home Depot Small Tools - PWFAC                            | 138.20   |
|             |                       | Melroy Tractor Supply Trailer Repair - PWFAC                     | 42.09    |
|             |                       | Melroy The Home Depot Moss Control - Streets                     | 69.44    |
|             |                       | Melroy Trailer City Pdx Trailer Repair - PWFAC                   | 781.95   |
|             |                       | Melroy Tractor Supply Water Tank Pump & Parts - Streets/Parks    | 205.15   |
|             |                       | Melroy Keller Supply Bennett Hall Kitchen Sink Repair Fixtures   | 556.74   |
| 202403-0311 | Genl Govt/Facilities  | Freimuth WAGovSafetyBoard Construction Safety-Embry Swarts Rader | 18.75    |
|             |                       | Freimuth USPS Stamps - City Hall                                 | 68.00    |
|             | Public Safety         | Freimuth Hampton Inn & Suites Dt Instructor Training - Coblenz   | 669.30   |
|             |                       | Freimuth Fairfield Inn & Suites West Point Training - Gibson     | 603.80   |
|             | Public Works          | Freimuth WAGovSafetyBoard Construction Safety-Embry Swarts Rader | 195.00   |
|             |                       | Freimuth La Catrina Interview Panel - Project Manager Capital    | 63.24    |
|             | Community Development | Freimuth WAGovSafetyBoard Construction Safety-Embry Swarts Rader | 11.25    |
|             |                       | Freimuth La Catrina Interview Panel - Project Manager Capital    | 7.02     |
|             |                       | Freimuth Intl Code Council Inc Permit Tech Institute - Siebert   | 470.00   |
|             | Human Resources       | Freimuth Pioneer Nails Spa All Employees Self-Care Gift Cards    | 986.88   |
|             |                       | Freimuth APWA Work Zone Job Posting - STW Permit Inspector       | 375.00   |
|             |                       | Freimuth Hilton Garden Inn Healthy Worksite Summit - Freimuth    | 328.00   |
|             |                       | Freimuth APWA Work Zone Job Posting - Project Manager Capital    | 375.00   |
| 202403-9437 | Public Safety         | Steele-Hoots NACOP Svcs Medal - Retired Sergeant Jason Ferriss   | 45.00    |
|             |                       | Steele-Hoots Sandys Sign & Design Decals for PD Radar Trail      | 189.87   |
|             |                       | Steele-Hoots Costco Garage Storage Shelf - PD                    | 239.13   |
|             |                       | Steele-Hoots USPS Badge Return Postage                           | 5.90     |
|             |                       | Steele-Hoots Costco Coffee - PD                                  | 35.99    |
|             |                       | Steele-Hoots USPS Postage For Cd Mailing                         | 1.63     |
|             |                       | Steele-Hoots TLO Transunion Background Investigations            | 81.53    |
|             |                       | Steele-Hoots Galls Name Plate Pin - Coblenz                      | 25.88    |
| 202403-2114 | Executive             | Stuart Dispute-Papa Johns 3539 Disputed Transaction Credit       | (142.59) |
|             |                       | Stuart Ga - Campus Parking 3 Parking For Bill Signing For De-Des | 4.00     |
|             |                       | Stuart Dispute-Pizza Hut 36878 Disputed Transaction Credit       | (131.24) |
|             |                       | Stuart Dispute-Uber Trip Disputed Transaction Credit             | (45.33)  |
|             |                       | Stuart Nest Restaurant And Bar State Of The City Prep            | 20.88    |
|             |                       | Stuart Online Photo Order Picture Of Legislative Bill Signing Fo | 5.48     |
|             |                       | Stuart Dispute-Tst* All About Bu Disputed Transaction Credit     | (38.47)  |
|             |                       | Stuart Dispute-Now Wifi Pass Disputed Transaction Credit         | (10.00)  |
|             |                       | Stuart Fuel Bistro Meeting With SW WA City Managers              | 37.51    |
|             |                       | Stuart Dispute-Supershuttle & Ex Disputed Transaction Credit     | (197.43) |
| 202403-6996 | Genl Govt/Facilities  | Demoss Facebook Advertisement For State Of The City Event        | 19.21    |
|             |                       | Demoss Ridgefield Floral & Gifts Bouquets - Make A Difference    | 130.44   |
|             |                       | Demoss Alder Creek Gift Card for Caps Project Daycation Video    | 75.00    |
|             |                       | Demoss Facebook Marketing On Social Media For State Of The City  | 3.30     |
|             |                       | Demoss Facebook Marketing For State Of The City                  | 3.63     |

# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

|                                      |      |             |                                       |                                                                  |            |
|--------------------------------------|------|-------------|---------------------------------------|------------------------------------------------------------------|------------|
| WELLS FARGO - EPAY                   | 1681 | 202403-6996 | Information Technology Administration | Demoss Namebright Ridgefield Big Paddle Domain Name Renewal      | 10.31      |
|                                      |      |             |                                       | Demoss Cov Parking Paystation Attending Conference               | 12.50      |
|                                      |      |             |                                       | Demoss The Columbian Newspaper Subscription - ADMIN              | 9.99       |
|                                      |      | 202403-5997 | Public Works                          | Sampson Tractor Supply Water Cans & Spraying Gun - STW           | 97.80      |
|                                      |      |             |                                       | Sampson Sunbelt Rentals Pipe Plug Rental - STW                   | 50.00      |
|                                      |      |             |                                       | Sampson Tractor Supply Truck Tools - Sampson                     | 43.99      |
|                                      |      | 202403-0794 | Genl Govt/Facilities                  | Knottnerus Currency Conversion Fee Dragon Boats Coaches And Helm | 2.65       |
|                                      |      |             |                                       | Knottnerus Www.Boaterexam.Com Dragon Boats - Coaches And Helms C | 266.79     |
|                                      |      |             | Human Resources                       | Knottnerus Grtr Vancouver Chamber Executive Women Mbrshp         | 230.00     |
|                                      |      |             | Administration                        | Knottnerus Association Of Washington Labor Relations Conference  | 345.00     |
|                                      |      |             |                                       | Knottnerus Grtr Vancouver Chamber Executive Women Mbrshp         | 345.00     |
|                                      |      |             |                                       | Knottnerus Fisher & Phillips LLP Effective Handling of OSHA Insp | 49.00      |
|                                      |      | 202403-1081 | Genl Govt/Facilities                  | Irwin Logotech Inc. WA Sales Tax Recruiting Items - PD           | (65.69)    |
|                                      |      |             | Public Safety                         | Irwin Logotech Inc Recruitment-Hiring Items - PD                 | 820.69     |
|                                      |      |             | Finance                               | Irwin MRSC Understanding Local Gov Svcs Contracting - Irwin      | 40.00      |
|                                      |      |             |                                       | Irwin WFOA Federal Award Requirements Webinar - Irwin            | 75.00      |
|                                      |      |             |                                       | Irwin NIPG Virtual Annual Forum - Irwin                          | 299.00     |
|                                      |      | 202403-0745 | Public Safety                         | Doriot David J Harris & Asso FTO Training - Officer Jensen       | 497.00     |
|                                      |      |             |                                       | Doriot Calibre Press Caliber Press Training - Officer Debiak     | 359.00     |
|                                      |      |             |                                       | Doriot David J Harris & Asso FTO Training - Officer Debiak       | 497.00     |
|                                      |      | 202403-9102 | Human Resources                       | Allen Ic Costco By In Car All Hands Meeting Food                 | 230.15     |
|                                      |      |             |                                       | Allen Ic Costco By In Car Wellness Snacks For Employees          | 606.85     |
|                                      |      |             |                                       | Allen Ic Instacart All Hands Meeting Food                        | 42.47      |
|                                      |      | 202403-7189 | Genl Govt/Facilities                  | Sennett Sticker Mule Team Philosophy Signs                       | 318.49     |
|                                      |      |             |                                       | Sennett Faciltron Inc. State Of The City - Facility Rental       | 501.48     |
|                                      |      |             |                                       | Sennett OnTheSpotEngraving State Of The City Make A Difference   | 195.30     |
|                                      |      | 202403-7739 | Information Technology                | Coleman Meetup Pro Dragon Boat Registration Platform Site        | 195.66     |
|                                      |      | 202403-7051 | Human Resources                       | Blehm Costco Wellness Snacks                                     | 420.51     |
|                                      |      |             |                                       | Blehm X-Golf Vancouver All Employees Self Care Gift Cards        | 240.00     |
|                                      |      |             |                                       | Blehm La Vish Nails Inc All Employees Self Care Gift Cards       | 240.00     |
|                                      |      |             |                                       | Blehm Celtic Axe Throwing All Employees Self Care Gift Cards     | 360.00     |
|                                      |      |             |                                       | Blehm Starbucks All Hands Coffee                                 | 65.22      |
|                                      |      | 202403-4870 | Finance                               | Johnson Edgewater Hotel Room Municipal Finance Conference - Kirk | 312.36     |
|                                      |      |             |                                       | Johnson Edgewater Hotel Refund Charge Posted To Card In Error    | (80.00)    |
|                                      |      |             |                                       | Johnson Grant Professionals Grant Mgmt&Compliance Cert - Kristen | 99.00      |
|                                      |      |             |                                       | Johnson Edgewater Hotel Billed In Error. No Room Service Was Req | 80.00      |
|                                      |      | 202403-7069 | Council                               | Ferriss Bunnies Pizza City Council Study Session Dinner.         | 130.44     |
|                                      |      |             |                                       | Ferriss Killa Bites Catering City Council Study Session Dinner   | 260.70     |
|                                      |      | 202403-8375 | Community Development                 | Curtis Intl Code Council Inc ICC Certification Renewal           | 140.00     |
| WELLS FARGO - EPAY Total             |      |             |                                       |                                                                  | 19,266.27  |
| WESTERN UNITED CIVIL GROUP LLC       | 3743 | 23016-5     | Public Works                          | 03.2024 S Royle Rd 15th to 5th Way                               | 203,847.95 |
| WESTERN UNITED CIVIL GROUP LLC Total |      |             |                                       |                                                                  | 203,847.95 |
| WEX BANK - EPAY                      | 3552 | 96071913    | Genl Govt/Facilities                  | PW Fuel                                                          | 367.65     |
|                                      |      |             | Public Safety                         | PD Fuel                                                          | 2,521.01   |
|                                      |      |             | Public Works                          | PW Fuel                                                          | 5,895.51   |
|                                      |      |             |                                       | Diesel Exhaust Fluid                                             | 2.96       |
|                                      |      |             | Community Development                 | CDD Fuel                                                         | 725.46     |



# City of Ridgefield

## Claims Payment Report

For Approval on:

April 25th, 2024

|                                   |      |               |                       |                                                  |              |
|-----------------------------------|------|---------------|-----------------------|--------------------------------------------------|--------------|
| WEX BANK - EPAY Total             |      |               |                       |                                                  | 9,512.59     |
| WOODLAND SAW AND CYCLE INC.       | 2223 | 3449          | Genl Govt/Facilities  | PWFAC String Trimmer Parts                       | 4.77         |
|                                   |      |               | Public Works          | PWFAC Edger Blades/Blower                        | 88.65        |
|                                   |      |               |                       | PWFAC String Trimmer Parts                       | 34.07        |
|                                   |      | 3445          | Public Works          | PWFAC Edger Blades/Blower                        | 633.73       |
|                                   |      |               | Community Development | PWSTW Helmet System and Ear Protection Equipment | 117.92       |
|                                   |      |               |                       | PWSTW Helmet System and Ear Protection Equipment | 11.67        |
| WOODLAND SAW AND CYCLE INC. Total |      |               |                       |                                                  | 890.81       |
| YULIYA FERRISS                    | 1050 | 1050-20240422 | Administration        | Laserfiche Empower Conference Meals - Ferriss    | 194.00       |
| YULIYA FERRISS Total              |      |               |                       |                                                  | 194.00       |
| ZW USA INC.                       | 3063 | 701741        | Genl Govt/Facilities  | Dog Waste Bags                                   | (81.76)      |
|                                   |      |               | Public Works          | Dog Waste Bags                                   | 1,021.64     |
| ZW USA INC. Total                 |      |               |                       |                                                  | 939.88       |
| Grand Total                       |      |               |                       |                                                  | 1,183,592.56 |

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** Approval of Minutes from the April 11, 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. 04-11-2024



**CITY OF RIDGEFIELD, WASHINGTON  
CITY COUNCIL MEETING MINUTES  
APRIL 11, 2024**

**Regular Meeting - 5:30 PM**

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

**1. City Council Member Selection Process & Interviews - Steve Stuart, City Manager**

City Council conducted interviews for the vacated position by Rob Aichele, Position No. 5.

**II. 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 Lee Wells  
Council Member Judy Chipman  
Council Member Clyde Burkle

**3. Late changes to the agenda**

**III. EXECUTIVE SESSION PURSUANT TO RCW 42.30.110(1)(g)**

Mayor announced that City Council would enter into an executive session pursuant to RCW 42.30.110(1)(g) at 6:31PM. Council will be in the executive session until 6:45PM. Action will be taken during the regular scheduled City Council meeting.

Attendees: City Manager, Mayor and City Council.

Mayor reconvened the meeting at 6:45PM.

**IV. DELIBERATION AND SELECTION OF POSITION NO. 5**

**1. Oath of Office - City Council Position No. 5**

After deliberation by Mayor and City Council, Katie Favela was unanimously appointed to the City Council,

Position No 5.

The Oath of Office was conducted by City Clerk, Julie Ferriss.

## **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 <https://ridgefieldwa.us/165/City-Council-Meeting-Audio-Files>.

## **VI. CONSENT AGENDA**

MOTION TO APPROVE AS PRESENTED.

|                  |                                                                                                                                                      |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>(UNANIMOUS)</b>                                                                                                                                   |
| <b>MOVER:</b>    | Council Member Clyde Burkle                                                                                                                          |
| <b>SECONDER:</b> | Mayor Pro Tem Jennifer Lindsay                                                                                                                       |
| <b>AYES:</b>     | Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela |

1. **Approval of Claims And/Or Payroll**
2. **Approval of Minutes from the March 28, 2024 Meeting**

## **VII. PRESENTATION**

1. **Port of Ridgefield Tax Increment Financing Proposal - Randy Mueller, Port of Ridgefield CEO**

## **VIII. BUSINESS**

1. **Approval of Resolution No. 646 - Policy No. 9.13 Related to the Use and Operation of Small Unmanned Aircraft Systems - Cathy Doriot, Police Chief**

City staff requested approval to purchase one M30 (sUAS) and two smaller Avata (sUAS). Use of the drones will significantly enhance the Ridgefield Police Departments response to high-risk calls by providing crucial situational awareness from a safe distance. The integration of drones into police operations during high-risk calls provides time, distance and shielding, thus reducing force encounters, safeguarding both officers and the community. The attached policy provides guidance for the safe and legal operation of the (sUAS) including procedures for operation, privacy and data collection, safety protocols and compliance with Federal Aviation Administration regulations.

MOTION: MOVED TO ADOPT RESOLUTION NO. 646 AS PRESENTED.

|                  |                                                                                                                                                      |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>(UNANIMOUS)</b>                                                                                                                                   |
| <b>MOVER:</b>    | Council Member Matt Cole                                                                                                                             |
| <b>SECONDER:</b> | Council Member Judy Chipman                                                                                                                          |
| <b>AYES:</b>     | Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela |

2. **Motion - Amend GSI Consultant Contract for Additional Construction Support Services, Water**

**Rights and Well Assessment for the Kennedy Test Well Project - Chuck Green, Public Works Director**

GSI Water Services, Inc. and their consultant team's services were contracted in 2018 to study and assist the City in securing water rights for future wells. They have been working on the process of purchasing water rights from the Kennedy Family which resulted in the Kennedy Test Well project. The GSI team has been providing design and construction support services for that project. Due to the amount of construction complexity, the extended timeline and adding components to that project, GSI's construction support budget is nearly exhausted. Additionally, based on the results of the Kennedy Test Well so far, there is a possibility that the test well could be retained and converted to a permanent well provided the well is viable. In this requested contract amendment, GSI would also conduct that assessment and reach a determination with city staff on the viability of Kennedy Test Well becoming a permanent well, and outline the design, permitting and infrastructure needs (such as a water treatment plant, water distribution connection to the water system, and pump station) to make this happen. The design and permitting of Kennedy as a permanent well and infrastructure needs would be a separate procurement after the assessment and positive determination have been completed. Also part of that future procurement would be for permitting the well with the Department of Health as a new municipal drinking water supply source. If the test well can be turned into a permanent well, that would save the City approximately \$1.5 million by not having to build a complete new well.

MOTION: MOVED TO APPROVE THE CONTRACT AMENDMENT WITH GSI WATER SERVICES, INC FOR ADDITIONAL PROFESSIONAL SERVICES AT THE KENNEDY TEST WELL PROJECT IN THE AMOUNT \$181,105, AND INCREASE THEIR CONTRACT BUDGET TO AN AMOUNT NOT TO EXCEED \$600,963.

|                  |                                                                                                                                                      |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>(UNANIMOUS)</b>                                                                                                                                   |
| <b>MOVER:</b>    | Mayor Pro Tem Jennifer Lindsay                                                                                                                       |
| <b>SECONDER:</b> | Council Member Clyde Burkle                                                                                                                          |
| <b>AYES:</b>     | Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela |

**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://ridgfieldwa.us/165/City-Council-Meeting-Audio-Files>.

**X. COUNCIL/PRESIDING OFFICER/STAFF REPORTS**

**1. Council**

Council Member Burkle - Attended Cliff Clark Memorial Service, City Manager Briefing, Port of Ridgfield Meeting, Main Street Meeting.

Council Member Wells - Attended Cliff Clark Memorial Service, Developer Roundtable Meeting.

Council Member Cole - Congrats to Councilor Favela, Ribbon Cutting Ceremony, Congrats to the Finance Department on the Distinguished Budget Presentation Award.

Mayor Pro Tem Lindsay - Attended ECHO Meeting, Clark Cowlitz Fire and Rescue, Ride-A-Along with Code Enforcement Officer Tammi Neblock.

Council Member Chipman - Attended Main Street Meeting, Ribbon Cutting, City Manager Briefing, Green Bag Program and Neighbors Helping Neighbors Update Provided.

Council Member Favela - Grateful for the Opportunity, and Thank You for the Support.

**2. Mayor**

Attended Ribbon Cutting, Meeting Sue Marshall, School Bond Fundraiser, KOIN Mayor's Monday Interview.

**3. City Manager**

City Manager Steve Stuart - Staff Kudos, Bond Ballot Update, Spring Clean Up is April 20th.

Public Works Director Chuck Green - Royle Road Updates.

Community Development Director Claire Lust - Comprehensive Plan Updates.

Finance Director Kirk Johnson - State Audit Updates.

Deputy City Manager Lee Knottnerus - Spring Clean Up, First Saturday Event Update, Community Engagement Update.

**XI. ADJOURN**

8:44PM

---

Julie Ferriss, City Clerk

---

Ron Onslow, Mayor

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** First Reading of Ordinance No. 1420 - Approval for the Issuance of Limited Tax General Obligation (LTGO) Bonds for the Pioneer Widening Project

---

**GOVERNING LEGISLATION**

RCW 39 Public Contracts and Indebtedness; Financial Policy #10: Debt Management

**PREVIOUS COUNCIL ACTION TAKEN:**

The Council approved the issuance of Limited Tax General Obligation bonds in 2006, 2017, 2018 and 2020. The most recent issuance was to acquire land and a commercial building for a Public Works operations center.

**SUMMARY/BACKGROUND:**

The City is considering the issuance of Limited Tax General Obligation (LTGO) bonds to finance the construction and right of way acquisition of a major transportation project to expand Pioneer Street from S 56th Way to the east of Royle Road. The project will include a new roadway to the north to connect with an expanded Pioneer Canyon Drive and provide access to the Union Ridge Town Center. In addition, a new roundabout will be constructed on Pioneer at 50th Street to facilitate safe traffic flow to the north and south to accommodate additional commercial growth and access along the major arterial roadway into Ridgefield.

The issuance of the LTGO bonds is estimated to be approximately \$30 million. The request is to provide the City Manager and Finance Director with the authority to issue up to \$32 million in LTGO bonds at a rate not to exceed 6% true interest cost, and a 25-year term. The bonds will be paid from the recently adopted Tax Increment Financing Plan through a tax increment area located along the east and west side of I-5 in a zone estimated to support significant commercial development. The project is estimated to help facilitate over \$700 million in private commercial development and bring 2,000 jobs to Ridgefield. In addition, the state and local jurisdictions will see an increase in retail sales tax of \$3.4 million at full build out.

The Tax Increment Financing Plan is estimated to provide up to \$44 million in revenue to support the debt service on the LTGO bonds. Existing city resources will fund the balance of the debt service from a combination of property taxes, real estate excise taxes and sales tax revenues. The debt service forecast for this project is estimated to be between \$53 million and \$59 million over the 25-year period.

**BUDGET/FINANCIAL IMPACTS:**

Issuance of up to \$32 million in LTGO bonds. Debt service over the 25-year period is estimated to be between \$53 million and \$59 million. The city will help facilitate \$700 million in private development and bring in 2,000 jobs to Ridgefield. Additional sales tax revenue is forecast at \$3.4 million for state

and local tax revenues.

**RECOMMENDED ACTION OR MOTION:**

No action requested. First reading only.

**STAFF CONTACT:** Kirk Johnson, Finance Director

**ATTACHMENTS:**

1. Bond Ordinance - City of Ridgefield - LTGO Bonds 2024



## ORDINANCE NO. 1420

**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON, AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF LIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$32,000,000 TO FINANCE COSTS OF PUBLIC IMPROVEMENTS SERVING THE RIDGEFIELD TAX INCREMENT AREA AND TO PAY COSTS OF ISSUING THE BONDS; PROVIDING THE FORM, TERMS AND COVENANTS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SALE OF THE BONDS; DELEGATING AUTHORITY TO APPROVE THE FINAL TERMS OF THE BONDS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.**

WHEREAS, pursuant to Ordinance 1410, adopted on November 2, 2023 (the "TIA Ordinance"), the City Council (the "Council") of the City of Ridgefield, Washington (the "City") has formed the Ridgefield Tax Increment Area; and

WHEREAS, the TIA Ordinance identifies the Public Improvements to be financed and notes the City's intent to issue limited tax general obligation bonds in one or more series for this purpose, pursuant to RCW 39.114.060 and other law, including the applicable provisions of Chapters 39.36 and 39.46 RCW; and

WHEREAS, after due consideration the Council has determined that it is in the best interest of the City to authorize the issuance and sale of one or more series of limited tax general obligation bonds to pay a portion of the costs of the Public Improvements (such portion, the "Projects") and to pay costs of issuance for the bonds, as set forth herein; and

WHEREAS, this Council wishes to delegate authority to each of the City Manager and the Finance Director, or their designee (each, a "Designated Representative"), for a limited time, to approve the method of sale, interest rates, maturity dates, redemption terms and principal maturities for the bonds within the parameters set by this ordinance;

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

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless the context or use indicates another or different meaning or intent. Unless the context indicates otherwise, words importing the singular number shall include the plural number and vice versa.

**Beneficial Owner** means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

**Bond Counsel** means Pacifica Law Group LLP or an attorney at law or a firm of attorneys, selected by the City, of nationally recognized standing in matters pertaining to the tax exempt nature of interest on bonds issued by states and their political subdivisions.

**Bond Purchase Contract** means one or more bond purchase contracts, forward delivery contracts or other agreements (if any) for the purchase of a series of Bonds sold by negotiated sale to the Underwriter, executed by a Designated Representative pursuant to this ordinance.

**Bond Register** means the registration books showing the name, address and tax identification number of each Registered Owner of the Bonds, maintained pursuant to Section 149(a) of the Code.

**Bond Registrar** means, initially, the fiscal agent of the State, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds and paying interest on and principal of the Bonds.

**Bonds** mean the City's Limited Tax General Obligation Bonds, 2024, or other series designation as approved by a Designated Representative, authorized to be issued in one or more series pursuant to the terms of this ordinance.

**Certificate of Award** means one or more certificates (if any) awarding a series of Bonds sold by competitive sale to the successful bidder, executed by a Designated Representative pursuant to this ordinance.

**City** means the City of Ridgefield, a municipal corporation duly organized and existing under the laws of the State.

**City Attorney** means the duly appointed and acting City Attorney, including anyone acting in such capacity for the position, or the successor to the duties of that office.

**City Clerk** means the duly appointed and acting City Clerk or the successor to the duties of that office.

**City Manager** means the duly appointed and acting City Manager, including anyone acting in such capacity for the position, or the successor to the duties of that office.

**Closing** means the date of delivery of a series of the Bonds to the Underwriter.

**Code** means the Internal Revenue Code of 1986, as in effect on the date of issuance of the Tax-Exempt Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of

the Tax-Exempt Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

**Continuing Disclosure Certificate** means one or more written undertakings for the benefit of the owners and Beneficial Owners of the Bonds as required by Section (b)(5) of the Rule.

**Council** or **City Council** means the Ridgefield City Council, as the general legislative body of the City as the same is duly and regularly constituted from time to time.

**Debt Service Fund** means the City's LTGO Debt Service Fund and the accounts contained therein, as further provided pursuant to Section 10 of this ordinance.

**Designated Representative** means each of the City Manager and the Finance Director, or the designee of such officers. The signature of one Designated Representative shall be sufficient to bind the City.

**DTC** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 4 of this ordinance.

**Fair Market Value** means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide, arm's-length transaction, except for specified investments as described in Treasury Regulation § 1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield-restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" will include a hedge.

**Federal Tax Certificate** means the certificate executed by a Designated Representative setting forth the requirements of the Code for maintaining the tax exemption of interest on any series of Tax-Exempt Bonds, and attachments thereto.

**Finance Director** means the Finance Director of the City or the successor to such officer.

**Government Obligations** means those obligations now or hereafter defined as such in chapter 39.53 RCW, as this chapter may be hereafter amended or restated, that are direct or indirect obligations of the United States or obligations unconditionally guaranteed by the United States.

**Letter of Representations** means the Blanket Issuer Letter of Representations given by the City to DTC, as amended from time to time.

**Mayor** means the duly appointed and acting Mayor of the City or the successor to the duties of that office.

**MSRB** means the Municipal Securities Rulemaking Board or any successors to its functions.

**Official Statement** means the disclosure documents prepared and delivered in connection with the issuance of the Bonds.

**Project Account** means the account created pursuant to Section 8 of this ordinance.

**Projects** mean the design, planning, acquisition, required permitting, required environmental studies and mitigation, seismic studies or surveys, archaeological studies or surveys, land surveying, site acquisition, including appurtenant rights and site preparation, construction, reconstruction, rehabilitation, improvement, expansion, and installation of public improvements, and other public improvement costs permitted under RCW 39.114.010(6), of all or a portion of the Public Improvements identified in the TIA Ordinance.

**Record Date** means the Bond Registrar's close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar's close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with this ordinance.

**Registered Owner** means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC or its nominee shall be deemed to be the sole Registered Owner.

**Rule** means the U.S. Securities and Exchange Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**Sale Document** means the Bond Purchase Contract or Certificate of Award executed by a Designated Representative in connection with the sale of a series of Bonds pursuant to Section 12 of this ordinance, which shall provide for the name, principal and interest payment dates and amounts, redemption/prepayment rights, and other terms to describe such Bonds as determined by a Designated Representative.

**State** means the State of Washington.

**Taxable Bonds** means any Bonds of a series determined to be issued on a taxable basis pursuant to Section 12.

***Tax-Exempt Bonds*** means any Bonds of a series determined to be issued on a tax-exempt basis under the Code pursuant to Section 12.

***Underwriter*** means any underwriter for each series of Bonds, in the case of a negotiated sale, or initial purchaser or purchasers for each series of Bonds, in the case of a competitive sale, as selected by a Designated Representative pursuant to this ordinance.

Section 2. Authorization of the Project. The Bonds are being issued to finance and/or reimburse the City for costs of the Projects and to pay costs of issuance for the Bonds. The cost of all public improvement costs incurred in connection with the Projects and permitted under RCW 39.114.010 shall be deemed a part of the costs of the Projects. Any remaining costs of the Projects shall be paid from other City funds legally available for such purposes.

Section 3. Authorization of Bonds and Bond Details. For the purpose of paying and/or reimbursing the City for costs of the Projects and paying costs of issuance of the Bonds, the City shall issue and sell one or more series of its limited tax general obligation bonds in an aggregate principal amount of not to exceed \$32,000,000 (the "Bonds") as set forth herein.

The Bonds shall be general obligations of the City, shall be designated "City of Ridgefield, Washington, Limited Tax General Obligation Bonds, 2024" with additional series designation or other such designation as determined to be necessary by a Designated Representative. The Bonds shall be dated as of the date of Closing; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, within a series and maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; shall bear interest from their date payable on the dates and commencing as provided in the Sale Document; and shall mature on the dates and in the principal amounts set forth in the Sale Document, as approved and executed by a Designated Representative pursuant to Section 12 of this ordinance.

Section 4. Registration, Exchange and Payments.

(a) ***Bond Registrar/Bond Register.*** The City hereby specifies and adopts the system of registration approved by the State Finance Committee from time to time through the appointment of State fiscal agents. The City shall cause a Bond Register to be maintained by the Bond Registrar. So long as any Bonds remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration or transfer of Bonds at its designated office. The Bond Registrar may be removed at any time at the option of the Finance Director upon prior notice to the Bond Registrar and a successor Bond Registrar appointed by the Finance Director. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until

the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication of the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in Section 14 of this ordinance), and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 4(g), but such Bond may be transferred as herein provided. All such payments made as described in Section 4(g) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letters of Representations.* The Bonds initially shall be held by DTC acting as depository. The City has executed and delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor the Bond Registrar shall have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on the Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC (or any successor depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held by a depository, DTC or its successor depository or its nominee shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of "Cede & Co.", as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds within a series in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Finance Director

pursuant to subsection (2) below or such substitute depository's successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Finance Director to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Finance Director may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds of a series, together with a written request on behalf of the Finance Director, issue a single new Bond for each maturity of that series then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Finance Director.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the Finance Director determines that it is in the best interest of the Beneficial Owners of the Bonds that such owners be able to obtain physical Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held by a depository. The Finance Director shall deliver a written request to the Bond Registrar, together with a supply of physical Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds together with a written request on behalf of the Finance Director to the Bond Registrar, new Bonds of such series shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, series, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without

charge, for an equal aggregate principal amount of Bonds of the same date, series, maturity, and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to exchange any bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners or Beneficial Owners of Bonds.

(g) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months. For so long as all Bonds are held by DTC, payments of principal thereof and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer held by DTC or another depository, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the Record Date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Bond Registrar at least by the Record Date), such payment shall be made by the Bond Registrar by wire transfer to the account within the United States designated by the Registered Owner. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the designated office of the Bond Registrar.

If any Bond is duly presented for payment and funds have not been provided by the City on the applicable payment date, then interest will continue to accrue thereafter on the unpaid principal thereof at the rate stated on the Bond until the Bond is paid.

#### Section 5. Redemption Prior to Maturity and Purchase of Bonds.

(a) *Mandatory Redemption of Term Bonds and Optional Redemption.* The Bonds of each series shall be subject to mandatory redemption to the extent, if any, set forth in the applicable Sale Document and as approved by a Designated Representative pursuant to Section 12. The Bonds of each series shall be subject to optional redemption on the dates, at the prices and under the terms set forth in the applicable Sale Document approved by a Designated Representative pursuant to Section 12.

(b) *Purchase of Bonds.* The City reserves the right to purchase any of the Bonds at any time at a price deemed reasonable by the Finance Director.



(c) *Selection of Bonds for Redemption.* For as long as the Bonds are held in book entry only form, the selection of particular Bonds within a series and maturity to be redeemed shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds are no longer held by a depository, the selection of such Bonds to be redeemed and the surrender and reissuance thereof, as applicable, shall be made as provided in the following provisions of this subsection (c) or as otherwise set forth in the applicable Sale Document.

If the City redeems at any one time fewer than all of the Tax-Exempt Bonds having the same maturity date within a series, the particular Tax-Exempt Bonds or portions of Tax-Exempt Bonds of such series and maturity to be redeemed shall be selected by lot (or in such manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Tax-Exempt Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Tax-Exempt Bond of such series as representing such number of separate Tax-Exempt Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Tax-Exempt Bond by \$5,000. In the event that only a portion of the principal sum of a Tax-Exempt Bond is redeemed, upon surrender of such Tax-Exempt Bond at the designated office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Tax-Exempt Bond or Bonds of like series, maturity and interest rate in any of the denominations herein authorized.

If the City redeems at any one time fewer than all of the Taxable Bonds of a series having the same maturity date, the particular Taxable Bonds or portions of Taxable Bonds of such series and maturity to be redeemed shall be selected on a pro rata pass-through distribution of principal basis. In the event that only a portion of the principal sum of a Taxable Bond is redeemed, upon surrender of such Taxable Bond at the designated office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Taxable Bond or Bonds of like series, maturity and interest rate in any of the denominations herein authorized.

To the extent the City optionally redeems or purchases for retirement any Term Bond, any remaining mandatory sinking fund payment or mandatory prior redemption requirements for such Term Bond shall be reduced as provided in the Sale Document.

(d) *Notice of Redemption.*

(1) Official Notice. For so long as the Bonds are held by a depository, notice of redemption shall be given in accordance with the operational arrangements of DTC as then in effect, and neither the City nor the Bond Registrar shall provide any notice of redemption to any Beneficial Owners. The notice of redemption may be conditional. Thereafter (if the Bonds are no longer held by a depository), notice of redemption shall be given in the manner hereinafter provided. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which redemption may be conditioned by the Bond Registrar on the receipt of sufficient funds for redemption or otherwise) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if fewer than all outstanding Bonds are to be redeemed, the identification by series and maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (D) any conditions to redemption,
- (E) that unless conditional notice of redemption has been given and such conditions have not been satisfied or waived, on the redemption date the redemption price shall become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (F) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar.

On or prior to any redemption date, unless such redemption has been rescinded or revoked, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. The City retains the right to rescind any redemption notice and the related optional redemption of Bonds by giving notice of rescission to the affected registered owners at any time on or prior to the scheduled redemption date. Any notice of optional redemption that is

so rescinded shall be of no effect, and the Bonds for which the notice of optional redemption has been rescinded shall remain outstanding.

(2) *Effect of Notice; Bonds Due.* If notice of redemption has been given and not rescinded or revoked, or if the conditions set forth in a conditional notice of redemption have been satisfied or waived, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled by the Bond Registrar and shall not be reissued.

(3) *Additional Notice.* In addition to the foregoing notice, further notice shall be given by the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the series and maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 20 days before the redemption date to each party entitled to receive notice pursuant to Section 14 and with such additional information as the City shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) *Amendment of Notice Provisions.* The foregoing notice provisions of this Section 5, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 6. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

Section 7. Execution of Bonds. The Bonds shall be executed on behalf of the City by the facsimile or manual signature of the Mayor and shall be attested to by the facsimile or manual signature of the City Clerk, and shall have the seal of the City impressed or a facsimile thereof imprinted, or otherwise reproduced thereon.

If any officer who shall have signed or whose facsimile signatures appear on any of the Bonds shall cease to be such officer of the City before said Bonds shall have been authenticated or delivered by the Bond Registrar or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the City as though said person had not ceased to be such officer. Any Bond may be signed and attested on behalf of the City by such persons who, at the actual date of execution of such Bond shall be the proper officer of the City, although at the original date of such Bond such persons were not such officers of the City.

Only such Bonds as shall bear thereon a Certificate of Authentication manually executed by an authorized representative of the Bond Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

Section 8. Application of Bond Proceeds. The Finance Director is hereby authorized to create a Project Account, and subaccounts therein as necessary, for the purposes set forth in this section. A portion of the proceeds of the Bonds shall be deposited in the Project Account in the amounts specified in the closing memorandum prepared in connection with the issuance of the Bonds. Such proceeds shall be used to pay and/or reimburse the City for the costs of the Projects and to pay costs of issuance of the Bonds. The Finance Director shall invest money in the Project Account and the subaccounts contained therein in such obligations as may now or hereafter be permitted to cities of the State by law and which will mature prior to the date on which such money shall be needed, but only to the extent that the same are acquired and disposed of at Fair Market Value. Upon completion of the Project, Bond proceeds (including interest earnings thereon) may be used for other capital projects of the City or transferred to the Debt Service Fund.

Section 9. Tax Covenants. The City will take all actions necessary to assure the exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners of the Tax-Exempt Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Tax-Exempt Bonds, including but not limited to the following:

(a) *Private Activity Bond Limitation.* The City will assure that the proceeds of the Tax-Exempt Bonds are not so used as to cause the Tax-Exempt Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) *Limitations on Disposition of Project.* The City will not sell or otherwise transfer or dispose of (i) any personal property components of the Projects other than in the ordinary course of an established government

program under Treasury Regulation § 1.141-2(d)(4) or (ii) any real property components of the Projects, unless it has received an opinion of nationally recognized bond counsel to the effect that such disposition will not adversely affect the treatment of interest on the Tax-Exempt Bonds as excludable from gross income for federal income tax purposes.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Tax-Exempt Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) *Rebate Requirement.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Tax-Exempt Bonds.

(e) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Tax-Exempt Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(f) *Registration Covenant.* The City will maintain a system for recording the ownership of each Tax-Exempt Bond that complies with the provisions of Section 149 of the Code until all Tax-Exempt Bonds have been surrendered and canceled.

(g) *Record Retention.* The City will retain its records of all accounting and monitoring it carries out with respect to the Tax-Exempt Bonds for at least three years after the Tax-Exempt Bonds mature or are redeemed (whichever is earlier); however, if the Tax-Exempt Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Tax-Exempt Bonds.

(h) *Compliance with Federal Tax Certificate.* The City will comply with the provisions of the Federal Tax Certificate with respect to the Tax-Exempt Bonds, which are incorporated herein as if fully set forth herein. In the event of any conflict between this Section and the Federal Tax Certificate, the provisions of the Federal Tax Certificate will prevail.

The covenants of this Section will survive payment in full or defeasance of the Tax-Exempt Bonds.

Section 10. Debt Service Fund and Provision for Tax Levy Payments. The City has previously authorized the creation of a fund to be used for the payment of debt service on the Bonds and other limited tax general obligations

of the City, designated as the "LTGO Debt Service Fund" (the "Debt Service Fund"), and within such fund separate accounts as determined to be necessary by the Finance Director, for the purpose of paying debt service on the Bonds. No later than the date each payment of principal of and/or interest on the Bonds matures or becomes due and payable, the City shall transmit sufficient funds, from the Debt Service Fund or from other legally available sources to the Bond Registrar for the payment of such principal and/or interest. Money in the Debt Service Fund not needed to pay the interest or principal next coming due may temporarily be deposited in legal investments for City funds, but only to the extent that the same are acquired and disposed of at Fair Market Value.

The City hereby irrevocably covenants and agrees for as long as any of the Bonds are outstanding and unpaid that each year it shall include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bonds as the same shall become due.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the property tax levy permitted to cities without a vote of the electorate (to include Ridgefield Tax Increment Area tax allocation revenues collected pursuant to chapter 39.114 RCW), and that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bonds will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bonds. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bonds as the same shall become due.

Section 11. Defeasance. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in the Debt Service Fund or in another special account, cash or noncallable Government Obligations, or any combination of cash and/or noncallable Government Obligations, in amounts and maturities which, together with the known earned income therefrom, are sufficient to redeem or pay and retire such Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and/or noncallable Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Debt Service Fund for the payment of the principal of and interest on such Bond. The owner of a Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from the Debt Service Fund or such special account, and such Bond shall be deemed to be not outstanding under this ordinance.

The City shall give written notice of defeasance of the Bonds in accordance with the Continuing Disclosure Certificate.

Section 12. Sale of Bonds.

(a) *Bond Sale.* The Council has determined that it is in the best interest of the City to delegate to each of the Designated Representatives, for a limited time the authority to approve the method of sale, final interest rates, aggregate principal amount(s), principal amount of each maturity of the Bonds, whether to issue the Bonds in one or more series, whether to designate the Bonds (or the Bonds of a series) as Tax-Exempt or Taxable Bonds, and the redemption rights for each series of Bonds.

(b) *Negotiated Bond Sale.* If a Designated Representative determines that one or more series of Bonds are to be sold by negotiated public sale, the Designated Representative shall select one or more Underwriters as the Designated Representative determines to be in the best interest of the City. Such Bonds shall be sold to the Underwriter(s) pursuant to the terms of a Bond Purchase Contract.

(c) *Competitive Sale.* If a Designated Representative determines that one or more series of Bonds are to be sold at a competitive public sale, the Designated Representative shall: (1) establish the date of the public sale; (2) establish the criteria by which the successful bidder will be determined; (3) request that a good faith deposit in an amount not less than one percent of the principal amount of the offering accompany each bid; (4) cause notice of the public sale to be given; and (5) provide for such other matters pertaining to the public sale as a Designated Representative deems necessary or desirable. Such Bonds shall be sold to one or more Underwriters pursuant to the terms of a Certificate of Award.

(d) *Sale Parameters.* Subject to the terms and conditions set forth in this Section 12, each Designated Representative is hereby authorized to determine whether to issue the Bonds in one or more series, whether to designate the Bonds (or the Bonds of a series) as Tax-Exempt or Taxable Bonds, and to approve the method of sale and final interest rates, aggregate principal amount, principal maturities, and redemption rights for the Bonds in the manner provided hereafter so long as:

(1) the aggregate principal amount of all Bonds issued pursuant to this ordinance does not exceed \$32,000,000,

(2) the final maturity date for the Bonds is no later than December 1, 2049,

(3) the aggregate purchase price for the Bonds of a series shall not be less than 98% of the aggregate stated principal amount of such series of Bonds, and

(4) the true interest cost for a series of Bonds (in the aggregate) does not exceed 6.00%.

Subject to the terms and conditions set forth in this section, each Designated Representative is hereby authorized to execute one or more Sale Documents on behalf of the City.

Following the execution of a Sale Document, a Designated Representative shall provide a report to the Council describing the final terms of the Bonds approved pursuant to the authority delegated in this section. The authority granted to the Designated Representatives by this Section 12 shall expire on December 31, 2024. If a Sale Document for the Bonds has not been executed by December 31, 2024, the authorization for the issuance of the Bonds shall be rescinded, and the Bonds shall not be issued nor their sale approved unless such Bonds are re-authorized by ordinance of the Council. The ordinance re-authorizing the issuance and sale of such Bonds may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance approving a Sale Document or establishing terms and conditions for the authority delegated under this Section 12.

(e) *Delivery of Bonds; Documentation.* Upon the passage and approval of this ordinance and execution of the Sale Document, the proper officials of the City, including the Designated Representatives, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bonds to the Underwriter and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds in accordance with the terms of the Sale Document. Such documents may include, but are not limited to, documents related to a municipal bond insurance policy delivered by an insurer to insure the payment when due of the principal of and interest on all or a portion of the Bonds as provided therein, if such insurance is determined by a Designated Representative to be in the best interest of the City.

Section 13. Preliminary and Final Official Statements. Each Designated Representative is hereby authorized to deem final any preliminary Official Statement relating to the Bonds for the purposes of the Rule. Each Designated Representative is further authorized to approve for purposes of the Rule, on behalf of the City, any Official Statement relating to the issuance and sale of the Bonds and the distribution of the Official Statement pursuant thereto with such changes, if any, as may be deemed by such officer to be appropriate.



Section 14. Undertaking to Provide Ongoing Disclosure. The City covenants to execute and deliver at the time of Closing a Continuing Disclosure Certificate. The Designated Representative is hereby authorized to execute and deliver one or more Continuing Disclosure Certificates upon the issuance, delivery and sale of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interests of the City.

Section 15. Lost, Stolen or Destroyed Bonds. In case any Bonds are lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like series, amount, date and tenor to the Registered Owner thereof if the owner pays the expenses and charges of the Bond Registrar and the City in connection therewith and files with the Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of their ownership thereof, and furnishes the City and the Bond Registrar with indemnity satisfactory to both.

Section 16. Severability; Ratification. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 17. Corrections by Clerk. Upon approval of the City Attorney and Bond Counsel, the City Clerk is hereby authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules or regulations; ordinance numbering and section/subsection numbering; and other similar necessary corrections.

Section 18. Effective Date. This ordinance shall be in full force and effect five days after publication of this ordinance or a summary thereof in the official newspaper of the City as provided by law.

**PASSED BY THE CITY COUNCIL** at its regular meeting held on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Ron Onslow, Mayor

**ATTEST**

\_\_\_\_\_  
Julie Ferriss, City Clerk

**APPROVED AS TO FORM**

Pacifica Law Group LLP, as Bond Counsel

By: \_\_\_\_\_

EXHIBIT A

Form of Bond

UNITED STATES OF AMERICA

NO. \_\_\_\_

\$

STATE OF WASHINGTON

CITY OF RIDGEFIELD

LIMITED TAX GENERAL OBLIGATION BOND, 2024[A/B] [TAXABLE]

INTEREST RATE: %

MATURITY DATE:

CUSIP NO.:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: AND NO 100/DOLLARS

The City of Ridgefield, Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from \_\_\_\_\_, 20\_\_\_\_, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on \_\_\_\_\_, and semiannually thereafter on the first days of each succeeding \_\_\_\_\_ and \_\_\_\_\_. Both principal of and interest on this bond are payable in lawful money of the United States of America. The fiscal agent of the State of Washington has been appointed by the City as the authenticating agent, paying agent and registrar for the bonds of this issue (the "Bond Registrar"). For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the City to DTC.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinance No. 1420 duly passed by the City Council on \_\_\_\_\_, 2024 (the "Bond Ordinance"). This bond is one of an authorized issue of bonds of like date, series, tenor, rate of interest and date of maturity, except as to number and amount in the aggregate principal amount of \$32,000,000 (the "Bonds") and is issued pursuant to the Bond Ordinance to provide funds to pay Ridgefield Tax Increment Area public improvement costs (the "Projects"), and paying costs of issuance for the Bonds. Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

The Bonds are subject to redemption prior to maturity as provided in the Sale Document and the Bond Ordinance. The Bonds may be transferred and exchanged upon surrender to the Bond Registrar as provided in the Bond Ordinance.

The Bonds are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The City has not designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code.

The City hereby irrevocably covenants and agrees with the owner of this bond that it shall include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The pledge of tax levies for payment of principal of and interest on the bonds may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Ridgefield, Washington, has caused this bond to be signed by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of the City Clerk, and the seal of the City to be impressed or reproduced hereon, all as of \_\_\_\_\_, 2024.

CITY OF RIDGEFIELD,  
WASHINGTON

( S E A L )

By: [Facsimile Signature]  
Mayor

Attest:

[Facsimile Signature]  
City Clerk

#### CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This is one of the Limited Tax General Obligation Bonds, 2024, of the City of Ridgefield, Washington, dated \_\_\_\_\_, 2024, as described in the within mentioned Bond Ordinance.

WASHINGTON STATE FISCAL  
AGENT, as Registrar

By: \_\_\_\_\_  
Authorized Officer

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** Motion - Approval of Purchase and Sale Agreement for Property for a Regional Stormwater Facility

---

**GOVERNING LEGISLATION**

RCW 35.86.030 - Acquisition and disposition of real property

**PREVIOUS COUNCIL ACTION TAKEN:**

The council has approved the purchase of real property multiple times. The council approved the 2024 budget which included a line item for the acquisition, design and/or construction of a new regional stormwater facility located on the northwest side of I-5 along Pioneer Street..

**SUMMARY/BACKGROUND:**

The city and a local developer are finalizing an agreement in principle for the sale of approximately 2.36 acres of a larger 10+ acre parcel number 213956001. The parcel includes a storm water pond constructed by the developer that would be dedicated to the city for a regional stormwater facility to treat water runoff from the public roads and Union Ridge Town Center. The city and developer will collaborate on a boundary line adjustment to include the new 2.36 acres into the city's existing parcel number 214026000 that is west of the property purchase.

The city obtained a third party appraisal of the parcel and the developer has agreed to the appraised value of \$1,140,000. The city agreed to pay the cost for the boundary line adjustment permit and recording fees.

Staff and the Developer are finalizing language in the purchase and sale agreement and will present it to the council at the meeting.

**BUDGET/FINANCIAL IMPACTS:**

The agreed purchase price is the appraised value of \$1,140,000 and an estimated \$25,000 in closing costs. The current budget includes \$850,000 for the purchase of the parcel and stormwater facility. Staff will prepare a budget amendment for council's approval of the additional \$315,000 to purchase the property.

**RECOMMENDED ACTION OR MOTION:**

If the Council chooses to approve the motion, the motion would be:

**"I move to authorize the City Manager or designee to finalize and execute the Purchase and Sale Agreement for 2.36 acres of land in parcel 213956001 for \$1,140,000 and applicable permitting and closing costs."**

**STAFF CONTACT:** Kirk Johnson, Finance Director

**ATTACHMENTS:**

1. Purchase and Sale Agreement -- Ridgefield WA (Stormwater Facility) Final Draft to Council

**AGREEMENT FOR PURCHASE AND SALE AND  
JOINT ESCROW INSTRUCTIONS**

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is entered into by and between the **CITY OF RIDGEFIELD, a municipal corporation** (“Buyer”), and **URTC NORTHWEST, LLC, a Washington limited liability company** (“Seller”). Buyer and Seller are sometimes individually referred to herein as “Party” and collectively as “Parties.” The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the date, following all legally required notices and hearings; this Agreement has been approved by Buyer’s governing body or its delegated representative and signed by all Parties (“Effective Date”).

**RECITALS**

A. Seller is the owner in fee of certain real property located at **5448 Pioneer Street**, which is a portion of County Assessor’s Parcel Number 213956-001, legally described in Exhibit A attached hereto and incorporated by this reference, with ingress and egress onto abutting Pioneer Canyon Drive street currently under construction, in the City of Ridgefield, County of Clark, State of Washington consisting of approximately 2.36 acres as indicated on Exhibit A (“Property”). Reference herein to “Property” shall include all of Seller’s right, title and interest in and to any and all improvements, stormwater facilities, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.

B. Buyer owns that certain real property adjacent to the Property and desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, via a boundary line adjustment deed and upon the terms and provisions set forth herein.

C. The Property contains a stormwater pond that the City expects to utilize as a Regional Stormwater Facility to support the transportation system being developed in the area as well as detention and treatment for significant economic development. The Property will accommodate stormwater runoff from the surrounding commercial-industrial collector street system (Pioneer Canyon Drive and 53<sup>rd</sup> Avenue) while also providing centralized stormwater collection for surrounding development.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

**TERMS**

**1. PURCHASE AND SALE.**

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, including all improvements constructed thereon, upon the terms and conditions set forth herein. Buyer and Seller authorize the insertion of any correction



to the legal description pursuant to the approval of an agreed Boundary Line Adjustment, as set forth herein. The Buyer and Seller agree to cooperate in submitting a Boundary Line Adjustment Application to the City. The City agrees to pay all costs of obtaining the Boundary Line Adjustment.

## 1.2 Purchase Price.

The total purchase price for the Property is **one million one-hundred forty thousand and no cents (\$1,140,000.00)**, (“Purchase Price”), which includes, without limitation, full payment of just compensation, claims for inverse condemnation or unreasonable precondemnation conduct, attorneys’ fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer’s purchase of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay to Seller through escrow the Purchase Price, payable in cash, by cashier’s or certified check or by wire transfer.

## 2. ESCROW.

2.1 Opening of Escrow. Within fifteen (15) business days following the Effective Date, Seller and Buyer shall open an escrow (“Escrow”) for the conveyance of the Property with First American Title Company (“Escrow Holder”). For purposes of this Agreement, the Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder’s discretion, of this Agreement, fully executed by the Parties (“Opening of Escrow”). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for the conveyance of the Property. Either an original or a copy, at Escrow Holder’s discretion, of this Agreement, fully executed by the Parties, shall be delivered to Escrow Holder. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions (“Additional Instructions”) of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, “Close of Escrow” or “Closing” means the recordation of the Boundary Line Adjustment Deed conveying the Property to Buyer (“Boundary Line Adjustment Deed”) in the Official Records of Clark County, Washington and the disbursement of funds and distribution of any other documents by Escrow Holder, all as described herein. **Close of Escrow shall occur on May 31, 2024** (“Closing Date”), provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon

such earlier date as the Seller and Buyer mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all condition's precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date, or the "Extended Closing Date", if any, for any reason other than the uncured breach of either Buyer or Seller, then Escrow Holder is instructed to proceed with Close of Escrow as soon as possible.

2.4 Costs of Escrow. Seller shall pay one-half of all escrow fees and Buyer shall pay all costs of the Title Policy (defined below), recording fees and notary fees attributable to the conveyance of the Property and one-half of all escrow fees (collectively "Title and Escrow Costs"). Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date, or Extended Closing Date, if any. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. Escrow Holder is authorized and instructed to comply with the following tax adjustment procedure:

2.5.1 Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

2.5.2 Any taxes which have been paid by Seller, prior to Opening of Escrow, shall not be prorated between buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund.

2.6 Buyer's Conditions Precedent to Close of Escrow. The Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following-described conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.6.1 Approval or Ratification of this Agreement by Buyer's governing body as set forth in this agreement.

2.6.2 Approval of a final Boundary Line Adjustment with an adjusted boundary line acceptable to the City.

2.6.3 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.4 Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.5 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3.

2.6.6 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for a period of twelve (12) months thereafter, except for any extensions to this period as may otherwise be set forth in the maintenance guarantee provided in Paragraph 2.9.3.

2.6.7 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow.

2.6.8 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.7 Seller's Conditions Precedent to Close of Escrow. The Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following-described conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.7.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.2 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.3 All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.4 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.8 Buyer's Payments and Documents. No less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price, less any deposit, that has previously been paid by Buyer.

2.8.2 Funds required to pay costs of the Title and Escrow Costs payable by Buyer.

2.8.3 Funds required to pay all sales or brokerage commissions and finder's fees payable by Buyer, if any, with respect the transaction which is the subject of this Agreement.

2.8.4 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.9 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.9.1 Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

2.9.2 The fully executed and acknowledged Lot Line Adjustment Deed.

2.9.3 A fully executed maintenance bond or other maintenance indemnification agreement in a form acceptable to the City that guarantees the performance of the stormwater facility on the Property against construction defects for a period of two years from the date of closing.

2.9.4 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and all penalties and interest, if any, thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Prorate real property taxes and assessments, crediting and debiting the parties as appropriate, all as set forth in Section 2.5 above and as disclosed in Escrow Holder's estimated closing statement.

2.10.3 Record the Boundary Line Adjustment Deed and any other instruments, as appropriate, delivered through Escrow.

2.10.4 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.5 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 7.1 herein for notices, demands and communications between the Buyer and Seller.

2.12 Facsimile/Counterpart Documents. In the event Buyer or Seller utilizes "facsimile" transmitted signed documents, the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after

transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that facsimile documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

### 3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession to any portion of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Clark County Title ("Title Company") to issue to Buyer upon Close of Escrow its Standard Owner's Form Policy of Title Insurance ("Title Policy") in an amount equal to the Purchase Price, as adjusted, if applicable, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean the following-described conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.3 Other exceptions to title disclosed by the Title Report (defined below), other than a "Disapproved Matter" (as defined below).

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a "Disapproved Matter", and Escrow Holder is hereby authorized and instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds otherwise payable to Seller at Close of Escrow.

### 4. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

4.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of Washington State law, Seller may otherwise be entitled to the payment of inverse condemnation, unlawful pre-condemnation conduct, and other benefits and claims other than those expressly provided for in this Agreement (collectively, "Claims") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to Seller as with respect to those claims.

4.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all claims, remedies and causes of action for damages, liabilities, losses or injuries related to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable. Seller, on behalf itself and its heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's purchase of the Property or any preliminary steps thereto.

## 5. TERMINATION, DEFAULTS AND REMEDIES.

5.1 Exercise of Right to Terminate. In the event Buyer elects to exercise its rights to terminate this Agreement and the Escrow, Buyer may do so by providing written notice of such termination to Seller and Escrow Holder prior to Close of Escrow. In such event, Buyer shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "Termination Costs"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of Party so terminating to pay Termination Costs as provided herein, shall cease and terminate.

5.2 Buyer's Default. In the event all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived and Buyer has not elected to terminate in accordance with any rights described above, and in the further event that Buyer is materially in default and fails to cure such default within a commercially reasonable period of time following written notice from Seller, Seller may elect to terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs to Seller. Upon such termination, all obligations and liabilities of the Parties hereunder shall terminate, except for Buyer's obligations with respect to the payment of Termination Costs as described above.

5.3 Seller's Default. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time determined at the sole discretion of Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, prior to Close of Escrow, of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

5.4 Return of Funds and Documents; Disbursement of Deposit; Release of Liability as to Escrow Holder. In the event Escrow Holder receives a notice, in writing, prior to Close of Escrow, from Buyer or Seller of its election to terminate the Escrow, then Escrow Holder shall promptly terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Notwithstanding the foregoing, (i) upon such termination of the Escrow, Escrow Holder shall disburse to Seller the deposit, if any, less any Termination Costs payable by Seller pursuant to this Agreement; and (ii) upon such

termination of the Escrow pursuant to Section 5.3 herein, Escrow Holder shall disburse to Buyer the deposit, if any. The Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents and disburse the Deposit, if any, as provided herein.

## 6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

6.1.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement; provided, however, that the portion of the Property subject to this Agreement to be transferred by the Boundary Line Adjustment Deed shall require the approval of the City of Ridgefield. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property and are enforceable in accordance with their respective terms.

6.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, except for the exceptions to title disclosed by the Title Report, there are no agreements for occupancy in effect for the Property (other than the Tenant Leases, if any) and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not, prior to Closing, enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

6.1.3 Hazardous Materials. Seller hereby confirms to Buyer that, to Seller's actual knowledge, no release of Hazardous Materials (as defined below) has come to be located upon or under the Property. Seller further warrants to Buyer that, to Seller's actual knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property. Neither Seller nor, to Seller's actual knowledge, any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

6.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or, to Seller's actual knowledge, threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents

or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

6.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

6.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

Seller's representations are based on Seller's actual knowledge (as used herein, "Seller's actual knowledge" means the actual and present knowledge of Joshua M. Oliva, without investigation or inquiry). In no event shall Joshua M. Oliva have any personal liability under this Agreement.

6.2 Survival of Seller's Representations and Warranties; Indemnification. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Boundary Line Adjustment Deed and the Close of Escrow for a period of twelve (12) months thereafter, except for any extensions to this period as may otherwise be set forth in the maintenance guarantee provided in Paragraph 2.9.3. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller. Notwithstanding any other provision of this Agreement to the contrary (or any rights that Buyer may have at law or in equity), (i) in no event shall the Seller have any liability for lost profits, speculative, or punitive damages. (

6.3 Buyer's Representations. Buyer hereby represents that Buyer has full power and authority to enter into this Agreement. All requisite action has been taken by Buyer in connection with the execution of this Agreement and the transactions contemplated hereby. Except as expressly set forth in Section 6.1, Buyer acknowledges that no warranties, guarantees or representations have been or are being made by Seller or any agent or representative of Seller concerning the Property. Buyer accepts the Property, "AS IS, WITH ALL FAULTS" without any representations or warranties by Seller or any agent or representative of Seller, expressed or implied, except as set forth in Section 6.1 and except for guarantees as may otherwise be set forth in the maintenance guarantee provided in Paragraph 2.9.3. Buyer acknowledges that Buyer has ascertained for itself the value and condition of the Property and Buyer is not relying on, nor has Buyer been influenced by, any representation of Seller or any agent or representative of Seller regarding the value, condition, or any aspect of the Property. Buyer agrees that Buyer's



payment of the Purchase Price is Buyer's acknowledgment that it has had every opportunity to conduct whatever inspection, test, or analysis of the Property that Buyer deemed to be relevant to Buyer's decision to purchase the Property. As part of Buyer's agreement to purchase the Property "AS-IS, WITH ALL FAULTS", and not as a limitation on such agreement, Buyer hereby unconditionally and irrevocably waives and releases any and all actual or potential rights Buyer might have regarding any form of warranty, express or implied, of any kind or type, relating to the Property, except for Seller's warranties set forth in this Agreement and except for any guarantees as may otherwise be set forth in the maintenance guarantee provided in Paragraph 2.9.3. Seller shall not be responsible for any failure to investigate the Property on the part of Buyer or, except as expressly set forth in Section 6.1 and except for any guarantees as may otherwise be set forth in the maintenance guarantee provided in Paragraph 2.9.3, for any representation or statement regarding the Property (including any representation or statement by any real estate broker or sales agent, or any other purported or acknowledged agent, representative, contractor, consultant or employee of Seller, or any third party).

7. OTHER.

7.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: CITY OF RIDGEFIELD  
Attn: Steve Stuart  
230 Pioneer Street  
PO Box 608  
Ridgefield, WA 98642  
Telephone: (360) 887-3557  
Facsimile: (360) 887-0861

To Seller: URTC Northwest, LLC  
Attn: Joshua M. Oliva  
915 W. 11<sup>th</sup> Street  
Vancouver, Washington 98660  
Telephone: \_\_\_\_\_

To Escrow Holder: FIRST AMERICAN TITLE COMPANY  
Attn: Rachael Rodgers  
Address:  
Telephone:

To Title Company: FIRST AMERICAN TITLE COMPANY  
Attn: Rachael Rodgers  
Address:  
Telephone:

7.2 Indemnity by Seller. Seller hereby agrees, after the Close of Escrow, at Seller's sole cost and expense, to indemnify, protect, defend (with counsel of Buyer's choice), and hold Buyer, its successors and assigns, officers and/or directors, harmless from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Buyer, or Buyer's successors and assigns, officers and/or directors relating to or arising from (i) the Property or Seller's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property by Seller or any third party, including, without limitation, any tenant, invitee or licensee of Seller, (iii) subject to the limitations set forth under Section 6.2 above, any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials on, under or about the Property caused by Seller; and (v) the Seller's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Seller herein contained shall survive the Close of Escrow, and the recordation of the Boundary Line Adjustment Deed.

7.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow, subject to any Tenant Leases accepted by Buyer. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. In the event that material loss or damage occurs to the Property prior to the Close of Escrow, Buyer may terminate this Agreement as provided per this agreement.

## 8. MISCELLANEOUS.

8.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Boundary Line Adjustment Deed and the Close of Escrow.

8.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

8.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

8.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

8.5 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

8.6 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

8.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8.8 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of Washington. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Clark.

8.9 Assignment. Buyer shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

8.10 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.11 Ratification. Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein are subject to the approval and ratification of this Agreement by the Buyer's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event the Buyer's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Buyer may terminate this Agreement and the Escrow as per this agreement.

8.12 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.13 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or

resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

8.14 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

8.15 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

8.16 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

8.17 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

**[Signatures on the following pages]**

SIGNATURE PAGE TO  
AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

**BUYER:**

CITY OF RIDGEFIELD,  
a Municipal corporation

By: \_\_\_\_\_

STEVE STUART

Its: City Manager

Date: \_\_\_\_\_

**SELLER:**

URTC NORTHWEST, LLC,  
a Washington limited liability company

By: \_\_\_\_\_

Joshua M. Oliva, Manager

Date: \_\_\_\_\_

**EXHIBIT A**  
**Depiction of Property**  
**[attached]**

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** Motion - Approval of Purchase and Sale Agreement for Property Located at 211 N Main Ave

---

**GOVERNING LEGISLATION**

RCW 35.86.030 - Acquisition and disposition of real property

**PREVIOUS COUNCIL ACTION TAKEN:**

The council has approved the purchase of real property on multiple occasions.

**SUMMARY/BACKGROUND:**

The city purchased the property at 211 N Main Ave in 2017 as a potential site for the Ridgefield library. The Fort Vancouver Library District chose to remain in their current location, expanding their square footage at the Ridgefield Community Center. As a result, the city sold the property to a private developer who estimated a need for the additional property to build the existing building at 101 Mill Street which houses the Ridgefield Police Station and Port of Ridgefield offices. The original plans to construct a second structure on the parcel at 211 N Main was changed due to changes in the commercial market during the pandemic. The city has negotiated with the private developer to purchase the parcel back at the same selling price as the city received in 2020, \$185,000. The parcel is needed to assist with interim downtown parking and staging for the Park Laundry remediation and cleanup project located along N Main Ave.

**BUDGET/FINANCIAL IMPACTS:**

The property purchase is \$185,000 with estimated closing costs of \$7,500.

**RECOMMENDED ACTION OR MOTION:**

If the Council chooses to approve the motion, the motion would be:

**"I move to authorize the City Manager or designee to execute the Purchase and Sale Agreement for the property located at 211 N Main Ave parcel 068027000 for the purchase price of \$185,000 plus applicable closing costs."**

**STAFF CONTACT:** Kirk Johnson, Finance Director

**ATTACHMENTS:**

1. City of Ridgefield-Purchase and sale agmt\_Final

## **AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS**

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into by and between Mills End Center LLC ("Seller") and the **CITY OF RIDGEFIELD, a municipal corporation** ("Buyer"). Buyer and Seller are sometimes individually referred to herein as "Party" and collectively as "Parties." The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the date, following all legally required notices and hearings, that this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties ("Effective Date").

### **RECITALS**

- A. Seller is the owner in fee of certain real property located at 211 N Main, in the City of Ridgefield, County of Clark, State of Washington ("Property"), bearing tax parcel number 68027000. Reference herein to "Property" shall include all of Seller's rights, title, and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims, easements or other benefits in any way connected with the Property. See exhibit "A" for legal.
- B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein.
- C. The Buyer has determined that the agreed purchase price does not exceed the fair market value of the Property in light of the initial appraisal, inflationary commercial real estate prices and the Buyer's beneficial interest in the Parking Lot Lease encumbrance.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

### **TERMS**

#### **1. PURCHASE AND SALE.**

1.1 **Property.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 **Purchase Price.** The total purchase price for the Property is **One Hundred and Eighty-Five Thousand Dollars (\$185,000.00)** ("Purchase Price")

1.3 **Down Payment.** Buyer has not paid any refundable deposit or down payment to Seller.



1.4 1031 Exchange. Seller intends to use a 1031 exchange process when selling the Property. Buyer agrees to accommodate Seller in its requirements to complete the 1031 exchange process under Section 1031 of the Internal Revenue Code of 1986 ("IRC 1031"), including but not limited to changes in the Closing Date, without penalty or declaration of default. Buyer acknowledges a 1031 exchange is material importance to Seller and Seller would not have entered into this Agreement without Buyer's expressed willingness to cooperate in Seller's efforts to accomplish such an exchange. Buyer consents to the assignment of this Agreement by Seller to an exchange accommodator for the sole purpose of completing such exchange.

1.5 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay to Seller through escrow the Purchase Price, payable in cash, by cashier's or certified check or by wire transfer.

## 2. ESCROW.

2.1 Opening of Escrow. Within Five (5) business days following the Effective Date, Seller and Buyer shall open an escrow ("Escrow") for the conveyance of the Property with First American Title ("Escrow Holder"). For purposes of this Agreement, the Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties ("Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for the conveyance of the Property. Either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties, shall be delivered to Escrow Holder. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("Additional Instructions") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such Additional Instructions shall not conflict with, amend, or supersede any portions of this Agreement unless expressly consented to or agreed to in writing by Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, "Close of Escrow" or "Closing" means the recordation of the Warranty Deed conveying the Property to Buyer ("Warranty Deed") in the Official Records of Clark County, Washington and the disbursement of funds and distribution of any other documents by Escrow Holder, all as described herein. **Close of Escrow shall occur on April 30th, 2024** ("Closing Date"), provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as the Seller and Buyer mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto.

2.4 Costs of Escrow. Seller shall pay one half of escrow fees and Buyer shall pay one half of escrow fees and all costs of the Title Policy (defined below), recording fees and notary fees attributable to the conveyance of the Property (collectively "Title and Escrow Costs"). Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date, or Extended Closing Date, if any. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. Escrow Holder is authorized and instructed to comply with the following tax adjustment procedure:

2.5.1 Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property that may be due as of the Closing Date or Extended Closing Date, if any. Escrow Holder is not authorized to charge any taxes related to the Property that are applicable and/or shall come due after the Closing Date or Extended Closing Date to Seller.

2.5.2 Any taxes which have been paid by Seller, prior to Opening of Escrow, shall be prorated between Buyer and Seller, as of the Closing Date or Extended Closing Date, if any.

2.6 Buyer's Conditions Precedent to Close of Escrow. The Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following-described conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.6.1 Ratification of this Agreement by Buyer's governing body as set forth in section 8.11 below.

2.6.2 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.3 Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.4 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3.

2.6.5 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for the period specified in this Agreement, or if not specified in this Agreement, then for the full statutory period.

2.6.6 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow.

2.6.7 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.7 Seller's Conditions Precedent to Close of Escrow. The Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following-described conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.7.1 Ratification of this Agreement by Seller's entity as may be set forth in this Agreement.

2.7.2 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.3 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.4 All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.5 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.7.6 Buyer shall have approved or be deemed to have approved the condition of Title in accordance with section 3, below.

2.8 Buyer's Payments and Documents. No less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price, less any Deposit or Down Payment, that has previously been paid by Buyer.

2.8.2 Funds required to pay costs of the Title and Escrow Costs payable by Buyer.

2.8.3 Funds required to pay all sales or brokerage commissions and finder's fees payable by Buyer, if any, with respect the transaction which is the subject of this Agreement.

2.8.4 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.8.5 Buyer shall have approved or be deemed to have approved the condition of Title in accordance with section 3, below.

2.9 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.9.1 Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

2.9.2 The fully executed and acknowledged Warranty Deed.

2.9.3 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and all penalties and interest, if any, thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Prorate real property taxes and assessments, crediting and debiting the parties as appropriate, all as set forth in Section 2.5 above and as disclosed in Escrow Holder's estimated closing statement.

2.10.3 Record the Warranty Deed and any other instruments, as appropriate, delivered through Escrow.

2.10.4 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.5 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 9.1 herein for notices, demands and communications between Buyer and Seller.

2.12 Facsimile/Counterpart Documents. In the event Buyer or Seller utilizes "facsimile", digital, or electronic transmitted signed documents, the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that facsimile, digital, and electronic documents bearing non-original signatures will not be accepted for recording and that the Parties will

provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by the Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession to any portion of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from First American Title ("Title Company") to issue to Buyer upon Close of Escrow its Standard Owner's Form Policy of Title Insurance ("Title Policy") in an amount equal to the Purchase Price, as adjusted, if applicable, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Buyer shall have 15 days after receipt of the Title Policy within which to notify Seller in writing of Purchasers' disapproval of any exceptions shown in the Title Policy, including exceptions for any liens or other matters to be satisfied by Seller at Closing.

3.3 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean any exception identified in the Title Policy about which Buyer does not object in the manner specified in section 3.2 and the following-described conditions and exceptions to title or possession:

3.3.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.3.2 Matters affecting the condition of title created by or with the consent of Buyer.

3.3.3 The Parking Lot Lease Agreement between Seller and Tri Mountain Investors, LLC, effective January 1, 2022.

3.4 Termination of Agreement. Seller shall use its reasonable efforts to eliminate any exceptions disapproved by Buyer. If Seller is unable or unwilling to eliminate any disapproved exception under Paragraph 3.2 at or prior to Closing, other than any mortgages or trust deeds to be satisfied or released at Closing, Seller shall provide written notice of its decision to Buyer. Buyer shall then have five days after receipt of such notice to terminate this Agreement in writing to Seller or Buyer shall be deemed to have satisfied or waived this title Contingency.

4. Real Property Transfer Disclosure Statement. Buyer waives the right to receive a Seller Disclosure Statement as required by RCW 64.06 in both form and substances. However, Seller represents that its answer to the questions in the section entitled "Environmental" would be "no."

## 5. TERMINATION, DEFAULTS AND REMEDIES.

5.1 Exercise of Right to Terminate. In the event Buyer elects to exercise its rights to terminate this Agreement and the Escrow, Buyer may do so by providing written notice of such termination to Seller and Escrow Holder prior to Close of Escrow. In such event, Buyer shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "Termination Costs"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, except for the obligation of Party so terminating to pay Termination Costs as provided herein, shall cease and terminate.

5.2 Buyer's Default. In the event all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived and Buyer has not elected to terminate in accordance with any rights described above, and in the further event that Buyer is materially in default and fails to cure such default within a commercially reasonable period of time following written notice from Seller, Seller may elect to terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs and any Deposit will be paid to Seller. Upon such termination, all obligations and liabilities of the Parties hereunder shall terminate, except for Buyer's obligations with respect to the payment of Termination Costs and Escrow Holder's release of the Deposit, as described above.

5.3 Seller's Default. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time determined at the sole discretion of Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, prior to Close of Escrow, of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs and upon such termination and payment, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

5.4 Return of Funds and Documents; Disbursement of Deposit; Release of Liability as to Escrow Holder. In the event Escrow Holder receives a notice, in writing, prior to Close of Escrow, from Buyer or Seller of its election to terminate the Escrow, then Escrow Holder shall promptly terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Notwithstanding the foregoing, (i) upon such termination of the Escrow, Escrow Holder shall disburse to Seller the Deposit, if any, less any Termination Costs payable by Seller pursuant to this Agreement; and (ii) upon such termination of the Escrow pursuant to Section 5.3 herein, Escrow Holder shall disburse to Buyer the Deposit, if any. The Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents and disburse the Deposit, if any, as provided herein.

## 6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

6.1.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property and are enforceable in accordance with their respective terms.

6.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property, other than as disclosed in this Agreement and/or the Title Report. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow, which have not already been disclosed pursuant to this Agreement and/or the Title Report, which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

6.1.3 Hazardous Materials. Seller hereby confirms to Buyer that to the best of Seller's actual knowledge, no release of Hazardous Materials (as defined below) has come to be located upon or under the Property. Seller further warrants to Buyer that to the best of Seller's actual knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property. Neither Seller nor any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

6.1.4 Litigation. To Seller's actual knowledge, here are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. To Seller's actual knowledge, Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

6.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of

or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's actual knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

6.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

6.2 Survival of Representations and Warranties. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Warranty Deed and the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller.

## 7. OTHER.

7.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Seller: MILLS END CENTER LLC

Attn: Dean Maldonado  
101 Mill Street  
PO Box 353  
Ridgefield WA 98642  
Telephone (360) 719-0276



To Buyer: CITY OF RIDGEFIELD  
Attn: Steve Stuart  
230 Pioneer Street  
PO Box 608  
Ridgefield, WA 98642  
Telephone: (360) 887-3557  
Facsimile: (360) 887-0861

To Escrow Holder: First American Title  
200 SW Market Street  
Suite 250  
Portland Oregon 97201  
503-795-7608

To Title Company: First American Title  
Attn: Rachel Rodgers  
200 SW Market Street  
Suite 250  
Portland Oregon 97201  
503-795-7608

7.2 Indemnity by Seller. Seller hereby agrees, after the Close of Escrow, at Seller's sole cost and expense, to indemnify, protect, defend (with counsel of Buyer's choice), and hold Buyer, its successors and assigns, officers and/or directors, harmless from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Buyer, or Buyer's successors and assigns, officers and/or directors relating to or arising from (i) the Property or Seller's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property by Seller or any third party, including, without limitation, any tenant, invitee or licensee of Seller, (iii) any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials on, under or about the Property caused by Seller; and (v) the Seller's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Seller herein contained shall survive the Close of Escrow, and the recordation of the Warranty Deed.

7.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow, subject to any Tenant Leases accepted by Buyer. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. In the event that material loss or damage occurs to the Property prior to the Close of Escrow, Buyer may terminate this Agreement as provided per this agreement.

8. MISCELLANEOUS.

8.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Warranty Deed and the Close of Escrow.

8.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

8.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

8.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

8.5 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

8.6 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

8.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8.8 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of Washington. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Clark.

8.9 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the prior consent or approval of Seller. Seller shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the prior consent or approval of Buyer. Any assignee shall succeed to all the rights and remedies under this Agreement including, but not limited to, specific performance of this Agreement. Notwithstanding the foregoing, no such assignment shall relieve Buyer from its liability under this Agreement.

8.10 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.11 Ratification. Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein are subject to the approval and ratification of this Agreement by the Buyer's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event the Buyer's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Buyer may terminate this Agreement and the Escrow as per this Agreement.

8.12 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.13 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

8.14 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

8.15 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

8.16 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

8.17 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

**[Signatures on the following pages]**

SIGNATURE PAGE TO  
AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

**Seller:**

**MILLS END CENTER LLC.**

By: \_\_\_\_\_  
FRANK DEAN MALDONADO

Its: Managing Member

Date: \_\_\_\_\_

**Buyer:**

CITY OF RIDGEFIELD, a public entity

By: \_\_\_\_\_  
STEVE STUART

Its: City Manager

Date: \_\_\_\_\_

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** Motion - Approval of Abrams Park Master Plan

---

**GOVERNING LEGISLATION**

8.18.090 - Park Master Plan Standards

**PREVIOUS COUNCIL ACTION TAKEN:**

Included in 2023 Parks Capital Budget.

**SUMMARY/BACKGROUND:**

Abrams Park has been a cherished part of Ridgefield's Parks System for decades. Each weekend, it comes alive with the bustling activity of hundreds of people appreciating its natural beauty. The park has been the setting for many of the city's major events and evokes a sense of history, heritage, and community connection among residents.

However, the park's popularity has worn on its infrastructure. To address this, the 2024 Parks Capital Budget approved a Master Plan process. The city has partnered with AKS and PointNorth, consulting firms known for their expertise, to enhance Abrams Park for future enjoyment.

On December 21, 2023, a study session with the Council was held to discuss project goals and gather Council input. An Open House and a community engagement survey on Ridgefield Roundtable provided opportunities for public feedback. These findings were shared with the Parks Board on March 13, 2024. Preliminary concepts of the Master Plan were then presented to City Council on March 28, 2024, allowing staff and consultants to refine the concepts based on feedback. At their meeting on April 10, 2024, the Parks Board reviewed the refined Master Plan Concept and endorsed it with an official recommendation to the Council for consideration.

This evening, the final Refined Abrams Park Master Plan Concepts, along with the Parks Board of Commissioners' recommendation, will be discussed and considered for approval.

**BUDGET/FINANCIAL IMPACTS:**

**RECOMMENDED ACTION OR MOTION:**

Motion to approve an Abrams Park Master Plan with specification of concept and potential amendments to the concept in question.

**STAFF CONTACT:** Corey Crownhart, Park Manager

**ATTACHMENTS:**

1. Abrams Park Master Plan - ROM - 04.25.2024

2. CC 04.25.2024 - Abrams Park MP Presentation

| Abrams Park Master Plan - ROM by Amenities                  |                        |                       |                       |                                    |                       |                               |
|-------------------------------------------------------------|------------------------|-----------------------|-----------------------|------------------------------------|-----------------------|-------------------------------|
|                                                             | Concept A              | Concept A             | Phase Option          | Phase Option                       | Phase Option          | Phase Option                  |
|                                                             | With Vehicle Bridge    | W/O Vehicle Bridge    | Parking and Access    | Natural Elements /<br>Bennett Hall | Active Elements       | Vehicle Bridge<br>Replacement |
| <b>Community Connections / Accesiblity</b>                  |                        |                       |                       |                                    |                       |                               |
| Bandshell                                                   | \$150,000.00           | \$150,000.00          |                       |                                    | Yes                   |                               |
| Electronic Parking Sign (Digital Reader Board)              | \$250,000.00           | \$250,000.00          |                       |                                    |                       | Yes                           |
| Facility Sidewalks for Accesiblity                          | \$88,500.00            | \$88,500.00           | Yes                   |                                    |                       |                               |
| Parking Lot                                                 | \$478,960.00           | \$478,960.00          | Yes                   |                                    |                       |                               |
| Mayor's Meadow Trailhead                                    | \$239,480.00           | \$239,480.00          | Yes                   |                                    |                       |                               |
| Pedestrian Bridge Replacement                               | \$100,000.00           | \$100,000.00          |                       | Yes                                |                       |                               |
| <b>Natural Improvements &amp; Amenities</b>                 |                        |                       |                       |                                    |                       |                               |
| Boardwalk & Covered Educational Area                        | \$175,000.00           | \$175,000.00          |                       | Yes                                |                       |                               |
| Gravel Trail resurfacing                                    | \$12,000.00            | \$12,000.00           |                       | Yes                                |                       |                               |
| Multimodal Trail Improvement                                | \$477,000.00           | \$477,000.00          |                       | Yes                                |                       |                               |
| Onslow Nature Playground Improvement                        | \$100,000.00           | \$100,000.00          |                       | Yes                                |                       |                               |
| Signage (Education/Wayfinding/Parking)                      | \$80,400.00            | \$80,400.00           | Yes                   |                                    |                       |                               |
| <b>Active Zone Improvement &amp; Amenities</b>              |                        |                       |                       |                                    |                       |                               |
| Bennett Hall                                                | \$1,000,000.00         | \$1,000,000.00        |                       | Yes                                |                       |                               |
| Large Playground Improvement (Base Replacement)             | \$15,514.00            | \$15,514.00           |                       |                                    | Yes                   |                               |
| Picnic Shelters                                             | \$228,600.00           | \$228,600.00          |                       |                                    | Yes                   |                               |
| Sport Fields Improvements                                   | \$1,455,600.00         | \$1,455,600.00        |                       |                                    | Yes                   |                               |
| Tot Lot Playground                                          | \$180,000.00           | \$180,000.00          |                       |                                    | Yes                   |                               |
| Multi-Use Sports Court                                      |                        |                       |                       |                                    |                       |                               |
| Sports Plaza                                                |                        |                       |                       |                                    |                       |                               |
| Tennis/Pickleball Courts                                    |                        |                       |                       |                                    |                       |                               |
| <b>Other Amenities &amp; Fixtures</b>                       |                        |                       |                       |                                    |                       |                               |
| 20'x30' Maintenance Shop                                    | \$100,000.00           | \$100,000.00          |                       | Yes                                |                       |                               |
| Restroom                                                    | \$610,000.00           | \$610,000.00          | Yes                   |                                    |                       |                               |
| Site Furnishing                                             | \$102,800.00           | \$102,800.00          |                       | Yes                                |                       |                               |
| Site Lighting                                               | \$138,000.00           | \$138,000.00          | Yes                   |                                    |                       |                               |
| Tiny Home (Caretaker Facility)                              | \$85,000.00            | \$85,000.00           | Yes                   |                                    |                       |                               |
| Vehicle Bridge Replacement                                  | \$3,000,000.00         | \$0.00                |                       |                                    |                       | Yes                           |
|                                                             |                        |                       |                       |                                    |                       |                               |
| <b>SubTotal</b>                                             | <b>\$9,066,854.00</b>  | <b>\$6,066,854.00</b> | <b>\$1,720,340.00</b> | <b>\$2,066,800.00</b>              | <b>\$2,029,714.00</b> | <b>\$3,250,000.00</b>         |
|                                                             |                        |                       |                       |                                    |                       |                               |
| Misc: Design, Permits, Tax Etc. (25% of construction costs) | \$2,266,713.50         | \$1,516,713.50        | \$430,085.00          | \$516,700.00                       | \$507,428.50          | \$812,500.00                  |
| Other Contingencies (30%)                                   | \$2,720,056.20         | \$1,820,056.20        | \$516,102.00          | \$620,040.00                       | \$608,914.20          | \$975,000.00                  |
|                                                             |                        |                       |                       |                                    |                       |                               |
|                                                             | <b>\$14,053,623.70</b> | <b>\$9,403,623.70</b> | <b>\$2,666,527.00</b> | <b>\$3,203,540.00</b>              | <b>\$3,146,056.70</b> | <b>\$5,037,500.00</b>         |

| Abrams Park Master Plan - ROM by Amenities                  |                        |                        |                       |                                    |                       |                               |
|-------------------------------------------------------------|------------------------|------------------------|-----------------------|------------------------------------|-----------------------|-------------------------------|
|                                                             | Concept B              | Concept B              | Phase Option          | Phase Option                       | Phase Option          | Phase Option                  |
|                                                             | With Vehicle Bridge    | W/O Vehicle Bridge     | Parking and Access    | Natural Elements /<br>Bennett Hall | Active Elements       | Vehicle Bridge<br>Replacement |
| <b>Community Connections / Accesiblity</b>                  |                        |                        |                       |                                    |                       |                               |
| Bandshell                                                   | \$150,000.00           | \$150,000.00           |                       |                                    | Yes                   |                               |
| Electronic Parking Sign (Digital Reader Board)              | \$250,000.00           | \$250,000.00           |                       |                                    |                       | Yes                           |
| Facility Sidewalks for Accesiblity                          | \$167,625.00           | \$167,625.00           | Yes                   |                                    |                       |                               |
| Parking Lot                                                 | \$534,920.00           | \$534,920.00           | Yes                   |                                    |                       |                               |
| Mayor's Meadow Trailhead                                    | \$267,460.00           | \$267,460.00           | Yes                   |                                    |                       |                               |
| Pedestrian Bridge Replacement                               | \$100,000.00           | \$100,000.00           |                       | Yes                                |                       |                               |
| <b>Natural Improvements &amp; Amenities</b>                 |                        |                        |                       |                                    |                       |                               |
| Boardwalk & Covered Educational Area                        | \$175,000.00           | \$175,000.00           |                       | Yes                                |                       |                               |
| Gravel Trail resurfacing                                    | \$12,000.00            | \$12,000.00            |                       | Yes                                |                       |                               |
| Multimodal Trail Improvement                                | \$468,000.00           | \$468,000.00           |                       | Yes                                |                       |                               |
| Onslow Nature Playground Improvement                        | \$100,000.00           | \$100,000.00           |                       | Yes                                |                       |                               |
| Signage (Education/Wayfinding/Parking)                      | \$80,400.00            | \$80,400.00            | Yes                   |                                    |                       |                               |
| <b>Active Zone Improvement &amp; Amenities</b>              |                        |                        |                       |                                    |                       |                               |
| Bennett Hall                                                | \$1,000,000.00         | \$1,000,000.00         |                       | Yes                                |                       |                               |
| Large Playground Improvement (Base Replacement)             | \$14,356.00            | \$14,356.00            |                       |                                    | Yes                   |                               |
| Picnic Shelters                                             | \$234,000.00           | \$234,000.00           |                       |                                    | Yes                   |                               |
| Sport Fields Improvements                                   | \$1,244,100.00         | \$1,244,100.00         |                       |                                    | Yes                   |                               |
| Tot Lot Playground                                          | \$180,000.00           | \$180,000.00           |                       |                                    | Yes                   |                               |
| Multi-Use Sports Court                                      | \$1,000,000.00         | \$1,000,000.00         |                       |                                    | Yes                   |                               |
| Sports Plaza                                                | \$131,175.00           | \$131,175.00           |                       |                                    | Yes                   |                               |
| Tennis/Pickleball Courts                                    | \$80,000.00            | \$80,000.00            |                       |                                    | Yes                   |                               |
| <b>Other Amenities &amp; Fixtures</b>                       |                        |                        |                       |                                    |                       |                               |
| 20'x30' Maintenance Shop                                    | \$100,000.00           | \$100,000.00           |                       | Yes                                |                       |                               |
| Restroom                                                    | \$610,000.00           | \$610,000.00           | Yes                   |                                    |                       |                               |
| Site Furnishing                                             | \$102,800.00           | \$102,800.00           |                       | Yes                                |                       |                               |
| Site Lighting                                               | \$138,000.00           | \$138,000.00           | Yes                   |                                    |                       |                               |
| Tiny Home (Caretaker Facility)                              | \$85,000.00            | \$85,000.00            | Yes                   |                                    |                       |                               |
| Vehicle Bridge Replacement                                  | \$3,000,000.00         | \$0.00                 |                       |                                    |                       | Yes                           |
|                                                             |                        |                        |                       |                                    |                       |                               |
| <b>SubTotal</b>                                             | <b>\$10,224,836.00</b> | <b>\$7,224,836.00</b>  | <b>\$1,883,405.00</b> | <b>\$2,057,800.00</b>              | <b>\$3,033,631.00</b> | <b>\$3,250,000.00</b>         |
|                                                             |                        |                        |                       |                                    |                       |                               |
| Misc: Design, Permits, Tax Etc. (25% of construction costs) | \$2,556,209.00         | \$1,806,209.00         | \$470,851.25          | \$514,450.00                       | \$758,407.75          | \$812,500.00                  |
| Other Contingencies (30%)                                   | \$3,067,450.80         | \$2,167,450.80         | \$565,021.50          | \$617,340.00                       | \$910,089.30          | \$975,000.00                  |
|                                                             |                        |                        |                       |                                    |                       |                               |
|                                                             | <b>\$15,848,495.80</b> | <b>\$11,198,495.80</b> | <b>\$2,919,277.75</b> | <b>\$3,189,590.00</b>              | <b>\$4,702,128.05</b> | <b>\$5,037,500.00</b>         |



**Hard Cost Estimate Assumptions**

- 1. Estimated prices shown are based on engineering experience and do not represent actual contractor bids. Actual contractor bids may vary significantly.
- 2. The plans used for this cost estimate are preliminary and are based on aerial photos, publicly accessible GIS data, and field observations. Actual field conditions and dimensions may vary significantly.
- 3. Estimated pricing shown is based on approximate 1-dimensional (linear) or 2-dimensional (horizontal plan) measurements.
- 4. This estimate does not include items not specifically listed.
- 5. This estimate is based on the concept layouts dated 4/12/2024 (not final approved construction plans). Costs may vary based on final design elements, payouts, phasing and timeline, fixtures, and finishes.
- 6. Estimates listed include materials and installation.
- 7. The extent of grading, utility extensions/connections, and other site conditions are unknown.



# Abrams Park Master Plan

## Recommended Master Plan Review

City Council Meeting  
April 25, 2024







# Master Plan

**Two conceptual Master Plan options** incorporating:

- Community feedback & parks staff input
- Site constraints/opportunities
- Anticipated city-wide development & improvements

**Goals:**

- Provide a consistent planning guide for future implementation projects
- Preserve & enhance existing assets, while anticipating growth & increased demand of a diverse population
- Consider current & future maintenance needs





# Master Plan - Guiding Principles

## User Experience



- Variety of experiences for different users
- Opportunities for social interactions & creating special memories
- Accessibility
- Improved trail experience & connections
- Consistent fixtures & finishes

## Nature & Environment



- More access to nature
- Educational/interpretive elements
- Native plant material
- Quiet spaces

## Safety



- More/better organized parking
- Traffic flow management & emergency vehicle access
- Maintenance





# Master Plan – Programing Themes

Each concept master plan has three common programming themes



## Community Connections

- Directional & interpretive signage
- Trail surfacing updates
- Improved trail connectivity
- Preserve/create new heritage elements



## Natural Zone

- Gee Creek views & access
- Improve access to forest/natural areas
- Benches, picnic tables, & rest points along trails
- Boardwalk
- Native plantings & streambank restoration
- Nature play
- Disc golf & orienteering courses



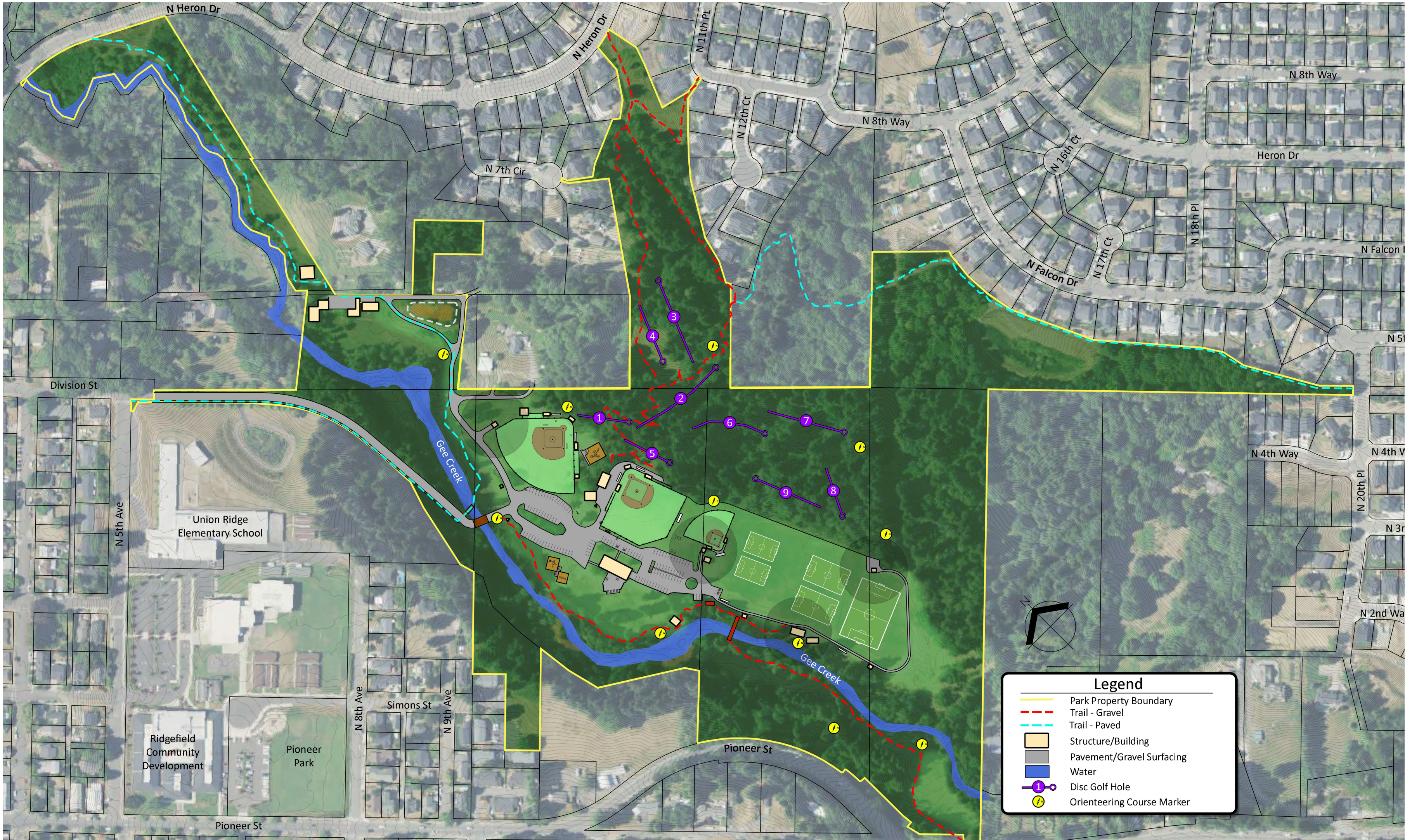
## Active Zone

- Enhance access & playability of sports fields
- Event rental space & bandshell
- Sports courts (pickleball, tennis, basketball, etc.)
- Better traffic flow & emergency vehicle access
- Better organize & increase parking
- Consolidate playgrounds to reduce maintenance needs
- Group picnic facilities





# Keeping What Makes Abrams Great



## Maintained Amenities

### Community Connections

- Trails to Downtown, Refuge, and Neighborhoods
- Stage / Event Space
- Reservation Space
- Large Playground

### Natural Zones

- Ron Onslow Nature Play
- Gee Creek Access
- Forest Space North of Fields
- Wayfinding Course
- Current Native Plants

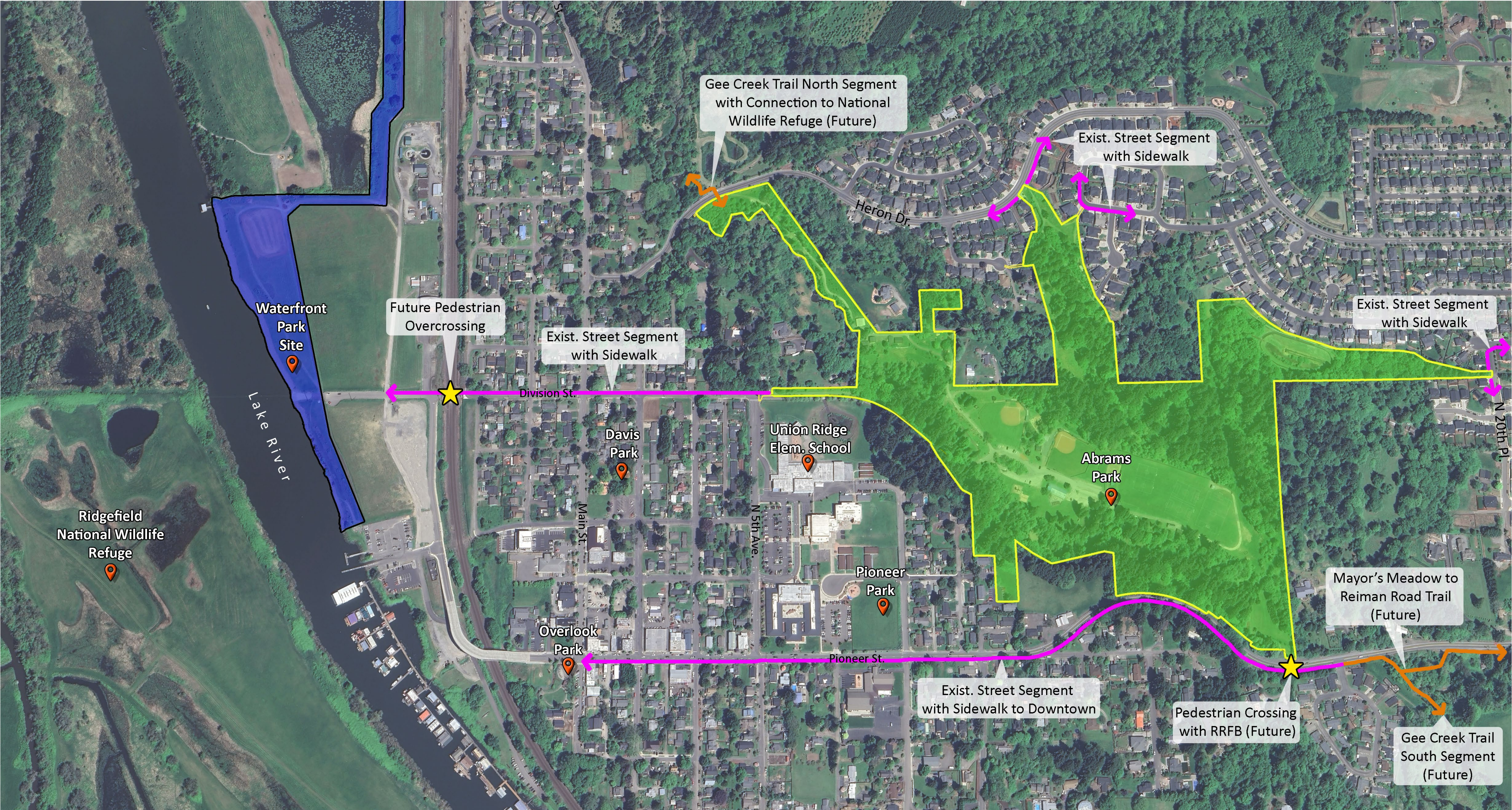
### Active Zone

- Home Base for Ridgefield Little League
- Soccer Fields
- 9-hole Disc Golf Course



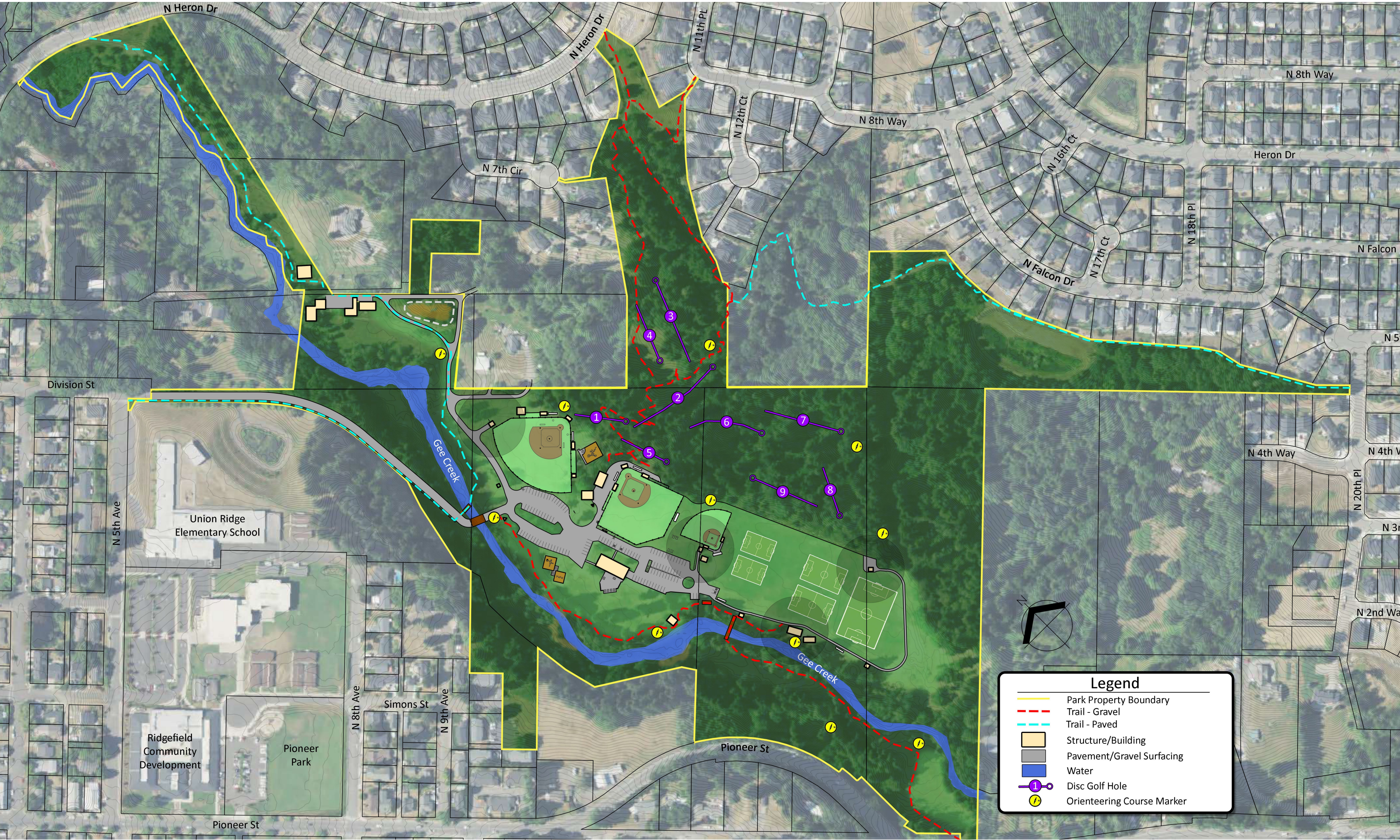


# Nearby Trail Connection Projects & Improvements





# Community-Identified Amenities to Potentially Addressed



## Potential Needs/Wants

### Community Connections

- Parking Availability
- Ease of Access for Multimodal Users
- Increased Reservation Spaces

### Natural Zones

- Wayfinding and Interpretation Signage
- Distinct Natural vs. Active Zones of Abrams
- Increased Access to Natural Zones of Parks (Trail Updates)
- Preservation of Natural Elements

### Active Zone

- Potential for Other Sports (Pickleball, Tennis, Basketball)
- Define the Intention of Field Space in relation to our Park System
- More Restrooms





# Conceptual Master Plans - Site Utilization



## Concept A

### Active Zone

~ 9.62 acres (16.6%)

### Natural Zone

~ 48.31 acres (83.4%)



## Concept B

### Active Zone

~ 8.78 acres (15.1%)

### Natural Zone

~ 49.17 acres (84.9%)





# Conceptual Master Plan A





# Conceptual Master Plan B





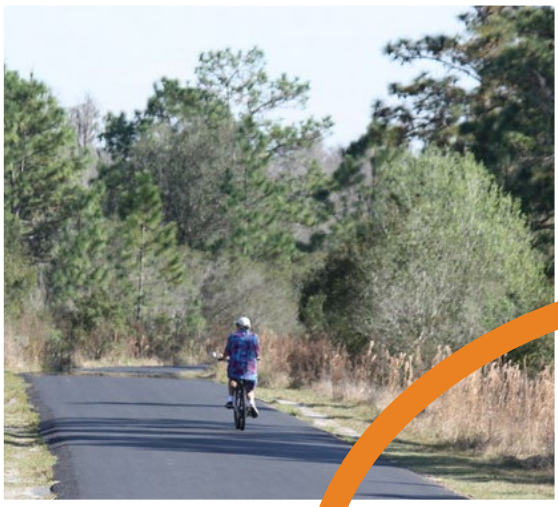
# Community Connections



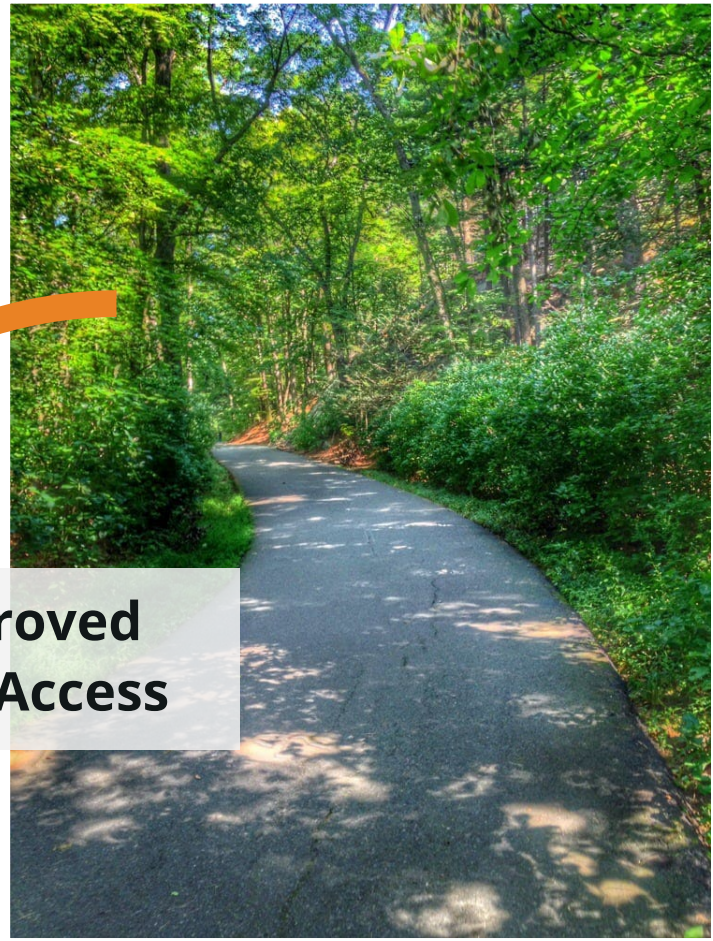
Improved  
Parking  
(Division St.)



Heritage Bridges



Improved  
Trail Access



Mayor's Meadow Trailhead



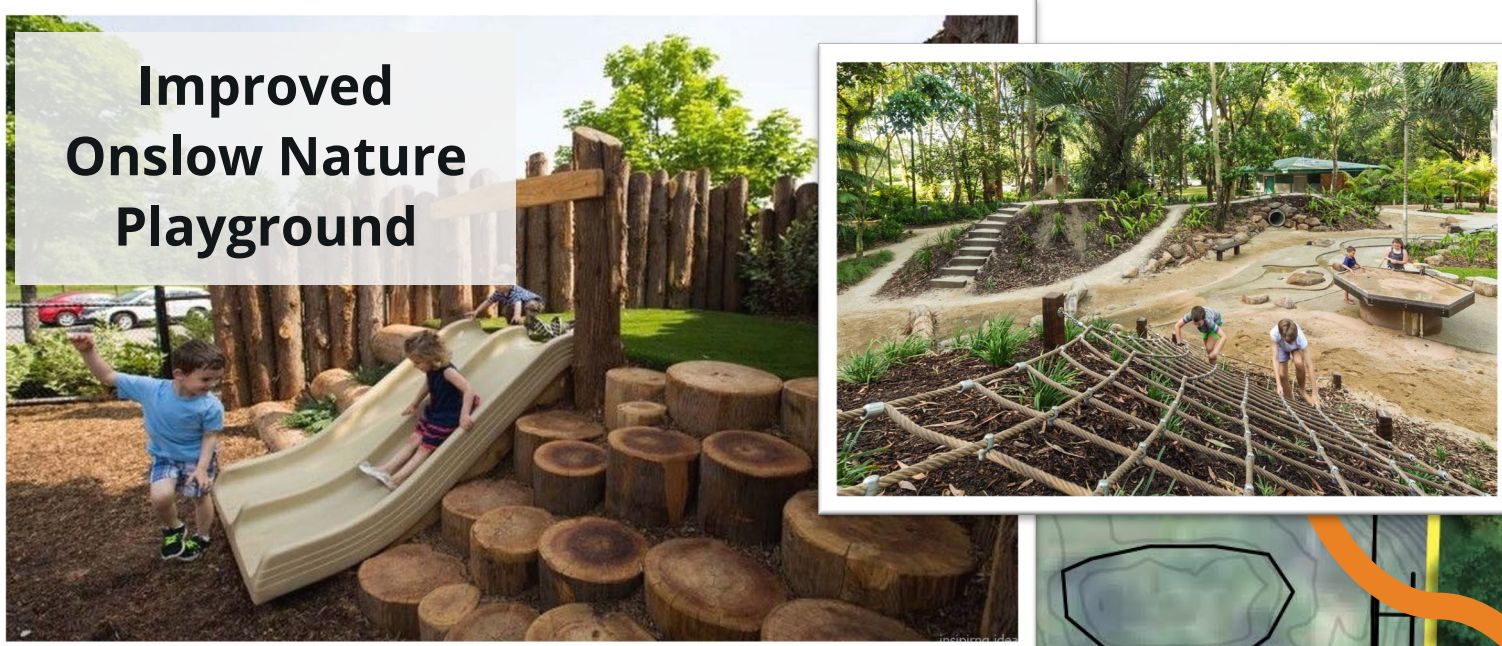
Increased Parking with Stormwater  
Management





# Natural Zone

Improved Onslow Nature Playground



New Nature Boardwalk



Enhanced Wayfinding/Educational Signage

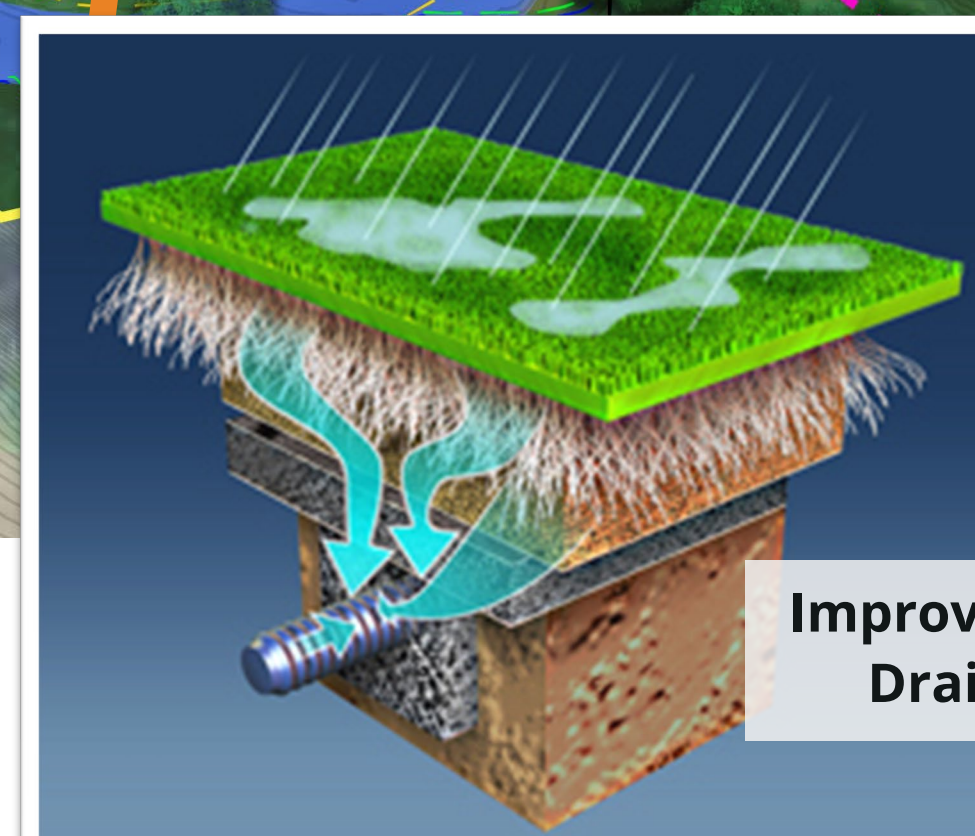


Improved Paved Trails with Rest Points





# Active Zone – Similar to A/B





# Active Zone - Differences

## Concept A



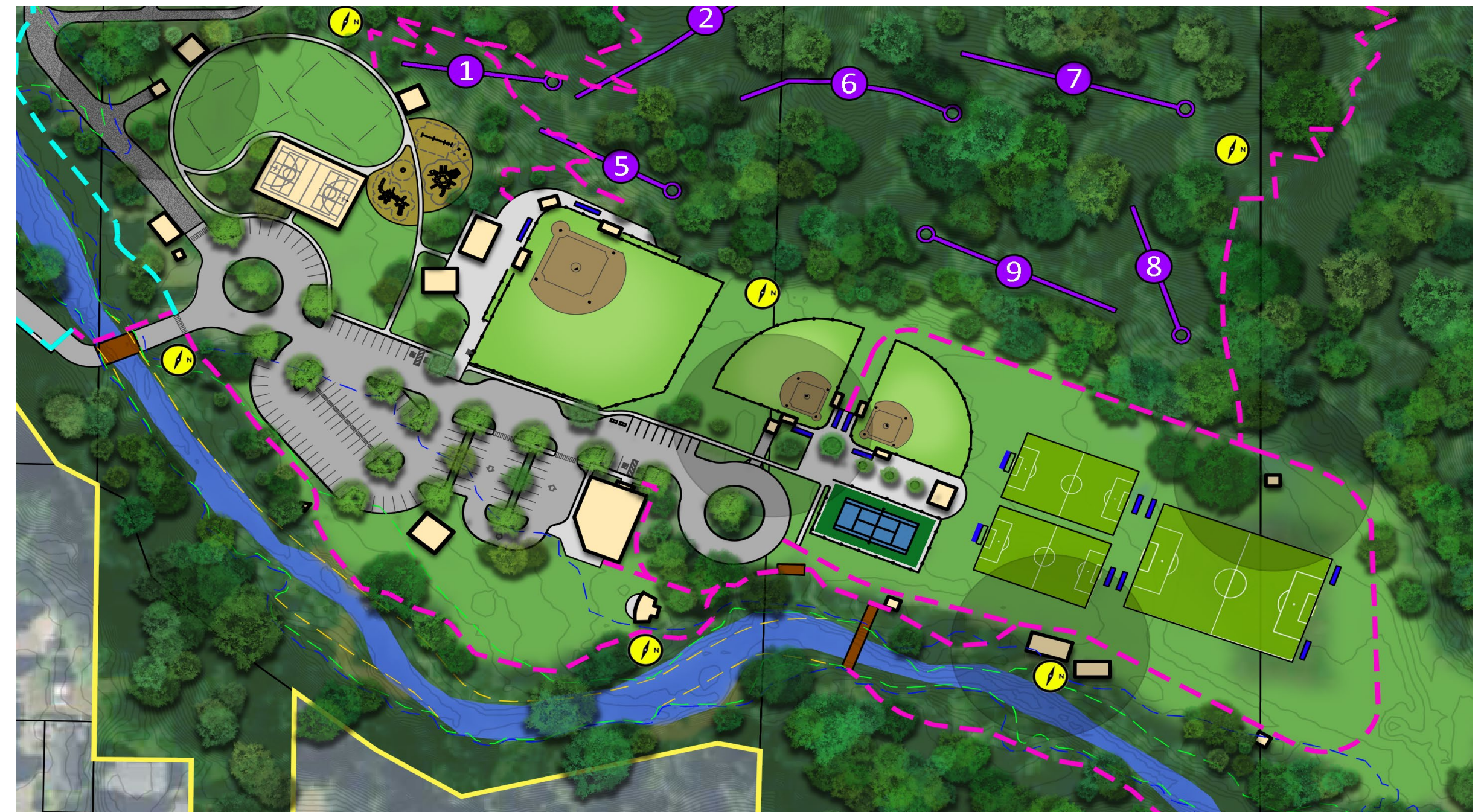
### Sports Field Improvements

- Maintains current field space but rearranges configuration
- Bennett Hall location remains same – Potential for improvements depending on funding
- Softball Field becomes USA Softball Regulation Size

**Why?** Softball is a growing sport, and equity for women's sports is considered.

**Note:** Preferred by Ridgefield Little League

## Concept B



### Addition of Activities / Substitution of Softball w/T-Ball

1. Replace Bennett Hall for increased parking and configuration
2. Reduces current field space while increasing other sports facilities (Pickleball/Tennis, Covered Multi-Use Court)
3. Expanded seating plaza for organized sports
4. Addition of T-Ball Field / Loss of Softball

**Why?** T-ball is the highest-demand activity for RLL; Little League and T-ball are Gender-Neutral Sports. Decreases demand for T-ball allows for more Softball Space at RORC.





# Active Zone – Concept A



Little League & Softball Fields



Soccer Fields (Closer to Restrooms / Playgrounds)

Bennett Hall Improvement (potential)





# Active Zone - Concept B



Sports Area Expanded Seating Plaza



Tennis/Pickleball Court



Covered Multi-Use Court



Bennett Hall Improvement (potential)





# Rough Order of Magnitude (Cost Estimates)

| ROM by Amenities                                            |                        |                       |                        |                        |
|-------------------------------------------------------------|------------------------|-----------------------|------------------------|------------------------|
|                                                             | Concept A              | Concept A             | Concept B              | Concept B              |
|                                                             | With Vehicle Bridge    | W/O Vehicle Bridge    | With Vehicle Bridge    | W/O Vehicle Bridge     |
| <b>Community Connections / Accesibility</b>                 |                        |                       |                        |                        |
| Bandshell                                                   | \$150,000.00           | \$150,000.00          | \$150,000.00           | \$150,000.00           |
| Electronic Parking Sign (Digital Reader Board)              | \$250,000.00           | \$250,000.00          | \$250,000.00           | \$250,000.00           |
| Facility Sidewalks for Accesibility                         | \$88,500.00            | \$88,500.00           | \$167,625.00           | \$167,625.00           |
| Parking Lot                                                 | \$478,960.00           | \$478,960.00          | \$534,920.00           | \$534,920.00           |
| Mayor's Meadow Trailhead                                    | \$239,480.00           | \$239,480.00          | \$267,460.00           | \$267,460.00           |
| Pedestrian Bridge Replacement                               | \$100,000.00           | \$100,000.00          | \$100,000.00           | \$100,000.00           |
| <b>Natural Improvements &amp; Amenities</b>                 |                        |                       |                        |                        |
| Boardwalk & Covered Educational Area                        | \$175,000.00           | \$175,000.00          | \$175,000.00           | \$175,000.00           |
| Gravel Trail resurfacing                                    | \$12,000.00            | \$12,000.00           | \$12,000.00            | \$12,000.00            |
| Multimodal Trail Improvement                                | \$477,000.00           | \$477,000.00          | \$468,000.00           | \$468,000.00           |
| Onslow Nature Playground Improvement                        | \$100,000.00           | \$100,000.00          | \$100,000.00           | \$100,000.00           |
| Signage (Education/Wayfinding/Parking)                      | \$80,400.00            | \$80,400.00           | \$80,400.00            | \$80,400.00            |
| <b>Active Zone Improvement &amp; Amenities</b>              |                        |                       |                        |                        |
| Bennett Hall                                                | \$1,000,000.00         | \$1,000,000.00        | \$1,000,000.00         | \$1,000,000.00         |
| Large Playground Improvement (Base Replacement)             | \$15,514.00            | \$15,514.00           | \$14,356.00            | \$14,356.00            |
| Picnic Shelters                                             | \$228,600.00           | \$228,600.00          | \$234,000.00           | \$234,000.00           |
| Sport Fields Improvements                                   | \$1,455,600.00         | \$1,455,600.00        | \$1,244,100.00         | \$1,244,100.00         |
| Tot Lot Playground                                          | \$180,000.00           | \$180,000.00          | \$180,000.00           | \$180,000.00           |
| Multi-Use Sports Court                                      |                        |                       | \$1,000,000.00         | \$1,000,000.00         |
| Sports Plaza                                                |                        |                       | \$131,175.00           | \$131,175.00           |
| Tennis/Pickleball Courts                                    |                        |                       | \$80,000.00            | \$80,000.00            |
| <b>Other Amenities &amp; Fixtures</b>                       |                        |                       |                        |                        |
| 20'x30' Maintenance Shop                                    | \$100,000.00           | \$100,000.00          | \$100,000.00           | \$100,000.00           |
| Restroom                                                    | \$610,000.00           | \$610,000.00          | \$610,000.00           | \$610,000.00           |
| Site Furnishing                                             | \$102,800.00           | \$102,800.00          | \$102,800.00           | \$102,800.00           |
| Site Lighting                                               | \$138,000.00           | \$138,000.00          | \$138,000.00           | \$138,000.00           |
| Tiny Home (Caretaker Facility)                              | \$85,000.00            | \$85,000.00           | \$85,000.00            | \$85,000.00            |
| Vehicle Bridge Replacement                                  | \$3,000,000.00         | \$0.00                | \$3,000,000.00         | \$0.00                 |
|                                                             |                        |                       |                        |                        |
| <b>SubTotal</b>                                             | <b>\$9,066,854.00</b>  | <b>\$6,066,854.00</b> | <b>\$10,224,836.00</b> | <b>\$7,224,836.00</b>  |
|                                                             |                        |                       |                        |                        |
| Misc: Design, Permits, Tax Etc. (25% of construction costs) | \$2,266,713.50         | \$1,516,713.50        | \$2,556,209.00         | \$1,806,209.00         |
| Other Contingencies (30%)                                   | \$2,720,056.20         | \$1,820,056.20        | \$3,067,450.80         | \$2,167,450.80         |
|                                                             |                        |                       |                        |                        |
|                                                             | <b>\$14,053,623.70</b> | <b>\$9,403,623.70</b> | <b>\$15,848,495.80</b> | <b>\$11,198,495.80</b> |





# Action Requested

**A suggested motion is:**

*"I move to approve the Abrams Park Master Plan with the following considerations..."*

- **Specify either Concept A or B.**
- **Specify any alterations to the concept in question.**





# Conceptual Master Plan A





# Conceptual Master Plan B





# Phased Approach to Design/Build – Concept A



## Parking & Accessibility

Cost: \$2,666,527

### Funding Opportunities

- RCO WWRP-Recreation Grant: \$500,000

### Amenities / Improvements

- Mayor’s Meadow Trailhead
- Restrooms Installed in East Athletics Fields
- Parking Lot Improvements
- ADA Compliant Sidewalks/Parking/Access
- Park Signage (Wayfinding, Parking, Educational)
- Parking Lot Stormwater Drainage (Rain Gardens)



## Natural Amenities Improvements

Cost: \$3,203,540

### Funding Opportunities

- RCO WWRP-Recreation Grant: \$500,000
- RCO WWRP-Trails Grant: \$500,000

### Amenities / Improvements

- Nature Boardwalk & Covered Educational Area
- Pedestrian Bridge Replacements
- Multimodal Trail Improvements (Asphalt)
- Nature Trail Improvements (Gravel)
- Site Furnishings (Benches, Tables, Trashcans, etc.)
- Bennet Hall Improvements/Replacement



## Active Amenities Improvements

Cost: \$3,146,056

### Funding Opportunities

- RCO YAF Grant: \$1,500,000

### Amenities / Improvements

- Athletic Field Improvements/Relocation
- Two Picnic Shelter Installations
- Tot Lot Playground Relocation
- Sports Fields Drainage Improvements



## Vehicle Bridge Replacement

Cost: \$5,037,500

### Funding Opportunities

- TBD

### Amenities / Improvements

- Vehicle Bridge Replacement  
(Possibly Covered Heritage Bridge)
- Digital Parking Sign at Division Entrance







THANK YOU



# GET IN TOUCH WITH US



Phone: (360) 882-0419  
Fax: (360) 8820426



Presenter 1: [kirstif@aks-eng.com](mailto:kirstif@aks-eng.com)  
Presenter 2: [corey.crownhart@ridgefieldwa.us](mailto:corey.crownhart@ridgefieldwa.us)



9600 NE 126th Avenue, Suite 2520  
Vancouver, WA 98682



[www.aks-eng.com](http://www.aks-eng.com)





**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** Motion - Approval to Submit Grant Applications

---

**GOVERNING LEGISLATION**

Financial Policy #15: Grant Management

**PREVIOUS COUNCIL ACTION TAKEN:**

The council adopted Resolution No. 635 - Financial Policy #15: Grant Management on January 11, 2024. Council has approved submissions of previous grant applications and acceptance of grant awards.

**SUMMARY/BACKGROUND:**

Per the new grant policy, council authority is required to submit grant applications over \$100,000 or accept awards over \$100,000 that require additional city resources such as matching funds. City staff have identified multiple grant opportunities that could support strategic projects for transportation and parks and recreation.

- Freight Mobility Strategic Investment Program to assist with the preservation of S Union Ridge Parkway from S 5th Street to NE 10th Avenue. S Union Ridge Parkway is a key road in the industrial section of the city that houses multiple warehousing and job-producing facilities in the City of Ridgefield. The total project cost is estimated at just under \$3.3 million. The grant request is for approximately \$3 million with a 10% match from the Transportation Benefit District Fund.
- Washington State Recreation and Conservation Office (RCO): Washington Wildlife Recreation Program (WWRP - Recreation). The application is for \$500,000 to complete phase 1 of the Boyse Park improvement project. The total project estimate for phase 1 is \$1,082,710. The match requirement would be \$582,710. The Council has already budgeted \$250,000 for Boyse Park design and improvements in 2024.
- Washington State Recreation and Conservation Office (RCO): Washington Wildlife Recreation Program (WWRP - Recreation). The application is for \$500,000 to complete phase 1 improvements at Abrams Park. The potential phase 1 project estimate is \$1,258,108.50 and are pending councils approval of the Abrams Park master plan included in the April 25, 2024 agenda. The match requirement is \$758,109. Council approved \$40,000 in 2024 to complete the master planning for the park.

The City will need to show the match commitment by May 1, 2025 pending award for the RCO grants. Capital budget requests will be submitted pending award during the 2025 budget process. City staff will continue to seek additional grant funding to help cover the match requirements. Local funds must make up a minimum of 10% of the project cost.

A capital request and pavement preservation plan will be brought forward to council during the 2025 budget process to fully commit the funds needed for the Freight Mobility grant.

**BUDGET/FINANCIAL IMPACTS:**

Potential award of \$3 million from the Freight Mobility Strategic Investment Program. Match requirement \$326,212 from TBD )Pavement Preservation funding).

Potential award of \$500,000 for the RCO grant for Boyse Park improvements. The match requirement is \$582,710 with \$250,000 already included in the 2024 budget. Additional match funding would need further budget allocation.

Potential award of \$500,000 for the RCO grant for Abrams Park improvements. The match requirement is \$758,109 and will need budget allocation.

**RECOMMENDED ACTION OR MOTION:**

If the Council wishes to authorize city staff to submit the application, a motion would be:

"I move to authorize the City Manager or designee to submit grant applications for the following grant programs."

Freight Mobility Strategic Investment Program. S Union Ridge Parkway.

Washington State Recreation and Conservation Office (RCO): Washington Wildlife Recreation Program (WWRP - Recreation). Boyse Park Improvements.

Washington State Recreation and Conservation Office (RCO): Washington Wildlife Recreation Program (WWRP - Recreation). Abrams Park Improvements.

**STAFF CONTACT:** Kirk Johnson, Finance Director

**ATTACHMENTS:**

None



**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** First Reading of Ordinance No. 1421 - Ridgefield Municipal Code Chapter 5.40 - Special Events

---

**GOVERNING LEGISLATION**

None

**PREVIOUS COUNCIL ACTION TAKEN:**

Ordinance No. 950 - Special Events (2007); Ordinance No. 1116 - Agreements for Use of Park Property & Facilities (2012); Ordinance No. 1288 - Special Events and Agreements for Use of Park Property & Facilities (2019)

**SUMMARY/BACKGROUND:**

With the increased demand for use of City property and parks for private and public events and the increased risk of activities, clarification is necessary in the City ordinance regarding Special Event permits and use of park property and facilities. Chapter 5.40 - Special Events, should be updated as follows:

|                                    |                                                                                                                                                                     |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RMC 5.40<br/>Special Events</b> | <b>Clarification</b>                                                                                                                                                |
| 5.40.010                           | Define “responsible city official.”                                                                                                                                 |
| 5.40.020 (D)                       | Specifically and directly state that a special event permit application is required.                                                                                |
| 5.40.020 (D)(2)                    | Define when applications should be submitted 90 days prior to an event: when a street closure is requested.                                                         |
| 5.40.040                           | Reorganization to clarify the limited conditions that may be placed on special events that are protected under the First and Fourteenth Amendments.                 |
| 5.40.090                           | Clarification of the types of expenses that city can charge for events that are protected by the First and Fourteenth Amendments.                                   |
| <b>RMC 5.40<br/>Special Events</b> | <b>NEW Language</b>                                                                                                                                                 |
| 5.40.030                           | A special event permit may be denied if it is not submitted in the time period required by RMC (60 days prior to the event).                                        |
| 5.40.070                           | Expand requirements for event sponsor to hold the city harmless for any claims that occur in connection with the special event in addition to indemnify and defend. |
| 5.40.080                           | RMC currently provides that the city may require event insurance and that the city be named as an additional insured. The proposed language would require           |

|                                         |                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.40.080                                | a specific insurance form.<br>RMC currently provides that event insurance begin 24 hours prior to the event and extend 24 hours following the event. The proposed language would require insurance for the length of time to set-up prior to the event and clean-up following the event OR 24-hours, whichever is longer. |
| <b>RMC 8.18<br/>Park Rules</b>          | <b>Clarification and NEW Language</b>                                                                                                                                                                                                                                                                                     |
| 8.18.110 (A)<br>Special Events in Parks | Modify language to assure that it is consistent with RMC 5.40 – Special Events: a permit is required for a gathering of 100 or more people.                                                                                                                                                                               |
| 8.18.110 (B) and (C)                    | Delete unnecessary language that is included in RMC 5.40 – Special Events.                                                                                                                                                                                                                                                |
| 8.18.120                                | Modify language to assure that it is consistent with RMC 5.40 – Special Events: the appeal process if a special event permit is denied.                                                                                                                                                                                   |
| 8.18.140                                | Modify language to be consistent with RMC 5.40 – Special Events: the city manager or designee has the authority to enforce the special events requirements.                                                                                                                                                               |

City staff have developed a special event permit application form, release forms and procedures for special event permits. The forms and procedures, along with additional information, is available on the City's website, and in hard copy at City Hall.

**BUDGET/FINANCIAL IMPACTS:**

None

**RECOMMENDED ACTION OR MOTION:**

None. This is the first reading. Second reading is scheduled for the City Council meeting on May 9, 2024.

**STAFF CONTACT:** Lee Knottnerus, Deputy City Manager

**ATTACHMENTS:**

1. Chapter\_5.40\_\_\_SPECIAL\_EVENTS (1)
2. 8.18.110\_\_\_Special\_event\_permit\_procedures. (1)



**ORDINANCE NO. 1421**

**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING THE REQUIREMENTS AND CONDITIONS FOR OBTAINING A SPECIAL EVENTS PERMIT OR AGREEMENT FOR USE OF CITY PARKS, FACILITIES AND PROPERTY**

**WHEREAS**, it is the policy of the City of Ridgefield to recognize the substantial community benefits that result from special events; and

**WHEREAS**, these events enhance cultural engagement, promote economic vitality, improve quality of life, and enhance community identity and pride; and

**WHEREAS**, the City has a primary interest in providing for the health, welfare and safety of the general public including Ridgefield residents; and

**WHEREAS**, it is necessary to regulate events on the public rights-of-way, public property of the city, and the delivery of emergency and government services;

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

Section 1. **Public Interest.** The Ridgefield City Council finds it to be in the best interests of the health and safety of the public to prescribe and enforce uniform standards for use of City Parks, public rights-of-way, and public property of the City.

Section 2. **Amending RMC Chapters 5.40 and 8.18.050.** The Ridgefield City Council hereby amends certain sections of Ridgefield Municipal Code Chapters 5.40, Special Events and 8.18.050, Agreements for Use of Park Property and Facilities, as set forth below in Exhibit A, attached hereto and incorporated by this reference.

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

Section 4. **Severability.** 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 5. **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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

---

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

---

Julie Ferriss, City Clerk

APPROVED AS TO FORM:

---

Janean Parker, City Attorney

First Reading:

Second Reading/Passage:

Date of Publication:

Effective Date:



## ***Chapter 5.40 SPECIAL EVENTS***

### **Sections:**

#### **5.40.005 Purpose.**

It is the policy of the city of Ridgefield, as implemented through this code and any procedures adopted, to recognize the substantial community benefits that result from special events. These events enhance cultural enrichment, promote economic vitality, and enhance community identity and pride. Therefore, the city will provide for the issuance of special event permits to regulate events on the public rights-of-way, public property of the city and on private property if the event will impact the delivery of government services, in the interest of public health, safety and welfare; and to provide for fees, charges and procedures required to administer the permit process.

It is the purpose of this chapter to provide for health, welfare and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter. No provisions or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers, agents or employees for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory. Nothing contained in this chapter is intended to be, nor shall be construed to create or form the basis for any liability on the part of the city or its officers, agents and employees for any injury or damage connected to the use for which the permit is issued.

(Ord. No. 1288, § 2(Exh.), 2-28-2019)

#### **5.40.010 Definitions.**

"Responsible City Official" shall be the City Manager and/or a designee.

"Special events" means and includes any event which is to be conducted on public property or on a public rights-of-way; and, also, any event held on private property which would have a direct significant impact on traffic congestion; or traffic flow to and from the event over public streets or rights-of-way; or which would significantly impact public streets or rights-of-way near the event; or which would significantly impact the need for city-provided emergency services, such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public to attend or events where the attendance is by private invitation of one hundred or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include, but are not limited to, fun runs, roadway foot races, fund raising walks, auctions, bike-a-thons, parades, carnivals, shows, or inhabitations, filming/movie events, circuses, block parties and fairs.

"Special events protected under the First and Fourteenth Amendments" means and includes any event involving political or religious activity intended primarily for the communication or expression of ideas.

"Use" means to construct, erect, or maintain in, on, over or under any street, right-of-way, park or other public place, any building, structure, sign, equipment or scaffolding, to deface any public right-of-way by painting, spraying or writing on the surface thereof, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park or other public place within the city, including a use related to special events.

---

(Ord. 950 § 1 (part), 2007).

#### **5.40.020 Permit required.**

- A. A special event permit or authorization from the city is required for any event in a park, public place or on private property where it will significantly impact public sidewalks or roadways. Such special event permit shall be in addition to any street or park use, or other regular permits as may be required by ordinance.
- Issuance of a special event permit does not obligate or require the city to provide city services, equipment or personnel in support of a special event.
- B. When such an event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution, the application shall be processed promptly, without charging a fee for political or religious activities or imposing terms or conditions that infringe constitutional freedoms, and in a manner that respects the liberty of applicants and the public.
- C. Exemptions. A special event permit is not required for the following:

1. Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Ridgefield. (An internal review process should be considered in these instances.);
2. Funeral and wedding processions;
3. Groups required by law to be so assembled;
4. Gatherings of thirty or fewer people in a city park, unless merchandise or services are offered for sale or trade;
5. Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales;
6. Garage sales, rummage sales, estate sales or auctions;
7. The exhibition of films or motion pictures;
8. Other similar events and activities which do not directly affect or use city services or property.

Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

Nothing in this section shall be construed to abrogate or limit the authority and jurisdiction of the city to enforce any other provisions of the RMC.

- D. ~~Time for filing~~Application Requirements. Any person desiring to sponsor a special event shall apply for a special event permit by filing an application ~~Application for a special event permit shall be filed~~ with the responsible official not less than sixty calendar days, nor more than one year, before the date and time when it is proposed to conduct the special event.
1. Upon good cause shown and provided that no risk or burden to the city ensues, the responsible official has discretion to allow a later filing.
  2. Any person desiring to sponsor a parade, ~~fun run or other athletic event or~~ special event ~~that will require street closure shall be~~ is encouraged to apply for a special event permit ~~by filing an application with the city~~ at least ninety days prior to the date on which the event is to occur.



- 
- E. Scheduling. Except for a special event sponsored by the city, priority may be given for the scheduling of a special event permit to local tax-exempt not-for-profit organizations operating in and providing services to the citizens of the city or organizations who have been identified as city partners. Priority may also be given to annual, semiannual or other regularly scheduled or recurring special events. If competing applications cannot be resolved on this basis, permits shall be granted to the earliest completed application received for the time and place requested.

(Ord. 950 § 1 (part), 2007).

(Ord. No. 1275, § 2(Exh. A), 10-25-2018; Ord. No. 1288, § 2(Exh.), 2-28-2019)

#### **5.40.030 Grounds for denial of application.**

- A. The city may deny an application for a special event permit if:
1. The applicant provides false or misleading information; the applicant fails to complete the application or to supply other required information or documents; or the applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;
  2. The permit application is submitted less than 60 days prior to the event;
  3. The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property; or
  4. The proposed event would unreasonably disrupt the orderly or safe circulation of traffic and would present an unreasonable risk of injury or damage to the public;
  5. There are not sufficient safety personnel or other necessary city staff to accommodate the event; or
  6. The applicant failed to comply with any material term of this chapter or condition of a special event permit previously issued to the applicant.

In the event subsection B or C of this section applies, the city shall offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application.

(Ord. 950 § 1 (part), 2007).

(Ord. No. 1288, § 2(Exh.), 2-28-2019)

#### **5.40.040 Permit conditions.**

A. The city may condition the issuance of a special events permit by imposing reasonable requirements concerning the time place and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic.

A-B. To protect the safety and rights of all persons:

- i. Issuance ~~of a special event permit shall be expressly conditioned on the issuance~~ of all other required city, state or county permits or licenses.
2. The special event will not substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route.
3. The special event will not cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility.

- 
4. The concentration of persons, animals or vehicles will not unduly interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets.
  5. The special event will not substantially interfere with any other special event for which a permit has already been granted or with the provision of City services in support of other scheduled special events or unscheduled governmental functions.
  6. The special event will not have significant adverse impact upon residential or business access and traffic circulation in the same general venue.
  7. For any special event that will attract a large crowd, security must be provided for such activity in accordance with RMC 8.18.080.
  8. The event organizer is prohibited from using the words "the city of Ridgefield," the name of any city department, or a facsimile of any logo of the city without the city's written authorization.

B.C. The following conditions apply to all special event permits:

1. Alteration of the time, place and manner of the event proposed on the event application;
2. Conditions concerning the area of assembly and disbanding of an event ~~occurring along a route~~;
3. Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the event to only a portion of the street or rights-of-way; and

In order to ensure that the conditions of this section are met, the responsible city official may place additional conditions on the issuance of a special events permit by imposing reasonable requirements concerning the time, place and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic. The additional conditions may include:

C.D. Conditions on special events permits not protected under the First and Fourteenth Amendments of the U.S. Constitution include, but are not limited to:

1. Requirements for the use of traffic cones or barricades;
2. Requirements for the provision of first aid or sanitary facilities;
3. Requirements for use of event monitors and providing notice of permit conditions to event participants;
4. Restrictions on the number and type of vehicles, animals or structures at the event, and inspection and approval of floats, structures, and decorated vehicles for fire safety;
5. Compliance with animal protection ordinances and laws;
6. Requirements for use of garbage containers, cleanup and restoration of city property;
7. Restrictions on the use of amplified sound and compliance with noise ordinance, regulations and laws;
8. Notice to residents and/or business regarding any activity which would require a street closure;
9. Restrictions on the sale and/or consumption of alcohol;
10. Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability to the city;
11. Requirements regarding the use of city personnel and equipment;

~~12.~~ \_\_\_\_\_

~~13.~~12. \_\_\_\_\_ Such other information and conditions as are reasonably necessary for the conduct of the special event and the enforcement of the RMC.



---

~~14.13.~~ Compliance with any other applicable federal, state or local law or regulation; or

~~15.14.~~ Payment of special event fees.

(Ord. 950 § 1 (part), 2007).

(Ord. No. 1288, § 2(Exh.), 2-28-2019)

#### **5.40.050 Appeal procedure.**

The applicant shall have the right to appeal the denial of a permit or a permit condition. The applicant shall also have the right to appeal the amount of fees or clean-up deposits imposed pursuant to the city's master fee schedule and section 5.40.090 or a determination by the city that the applicant's certificate of insurance does not comply with the requirements specific in section 5.40.080. A written notice of appeal shall be filed within three business days after receipt of a notice of denial or permit conditions from the city. The written notice of appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. The city manager shall have the authority to hear/make a decision on the appeal and the decision of the city manager is final.

There is no further appeal to the city council.

(Ord. 950 § 1 (part), 2007).

(Ord. No. 1288, § 2(Exh.), 2-28-2019)

#### **5.40.060 Exemptions from fees, indemnification agreement and insurance.**

No fee, indemnification agreement or insurance requirement shall be imposed when prohibited by the First and Fourteenth Amendment to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. Factors that may be considered in evaluating whether or not the fee applies include the nature of the event; the extent of commercial activity, such as the sales of food, goods, and services; product advertising or promotion, or other business participation in the event; the use or application of any funds raised; if part of any annual tradition or series, previous events in the sequence; and the public perception of the event.

(Ord. 950 § 1 (part), 2007).

#### **5.40.070 Indemnification agreement.**

Prior to the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the permit applicant and authorized officer of the sponsoring organization must agree in writing to reimburse the city for any costs incurred by it in repairing damage to city property. The applicant/organization agrees to -and- indemnify, -and- defend and hold the city, its officers, employees, and agents harmless from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the city's sole negligence.

(Ord. 950 § 1 (part), 2007).

---

#### 5.40.080 Insurance.

The types and amounts of insurance required shall be determined by the city based on the risk exposure of the event (liability limit requirement will be at least one million dollars per occurrence), for all events not protected under the First and Fourteenth Amendments of the U.S. Constitution:

The ~~risk manager or designee~~ responsible city official is authorized and directed to require written proof of such insurance prior to permit issuance. ~~A general liability insurance policy~~ The insurance policy shall be written on an occurrence ~~form, basis,~~ shall name the city as an additional insured using an endorsement at least as broad as ISO additional endorsement from CG 20 26, shall be written for a period not less than twenty-four hours prior to the event and extending for a period not less than twenty-four hours following the completion of the event, or for the entire period of set up and tear down, whichever is longer. The applicant shall provide the city and all additional insureds for the event with written notice of any policy cancellation within two business days of their receipt of such notice.

(Ord. 950 § 1 (part), 2007).

(Ord. No. 1288, § 2(Exh.), 2-28-2019)

#### 5.40.090 Fees for city services.

- A. Upon approval of an application for a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the ~~risk manager~~ responsible city official should provide the applicant with a statement of the estimated cost of providing city personnel and equipment. The event sponsor should be required to pre-pay these estimated costs for city services and equipment ten days prior to the special event. City services and equipment may include the use of police officers and public employees for personnel involved in traffic and crowd control, ~~police services,~~ pick up and delivery of traffic control devices, picnic tables, extraordinary street sweeping, facility or street support, clean up and repair and the cost of city equipment or property, and any other needed, requested or required city services and the cost of operating the equipment to provide such services.
- B. If the actual cost for city services and equipment on the date(s) of the event is less than the estimated cost, the sponsor will be refunded the difference in a timely manner. If the actual cost for city services and equipment on the date(s) of the event is greater than the estimated cost, the sponsor will be billed for the difference.
- C. Permit fees and fees for the use of city services and equipment may be waived in part or in full by the city if in review of the application it is found that the event is of sufficient public benefit to warrant the expenditure of city funds without reimbursement by the applicant/sponsor and would not result in the private financial gain of any individual or "for profit" entity.

(Ord. 950 § 1 (part), 2007).

(Ord. No. 1190, § 2(Exh.), 7-23-2015; Ord. No. 1288, § 2(Exh.), 2-28-2019)

#### 5.40.100 Cleanup deposits.

The applicant/sponsor of an event not protected under the First and Fourteenth Amendments of the U.S. Constitution involving the sale of food or beverages for immediate consumption, erection of structures, horses or other large animals, water aid stations or any other event likely to create a substantial need for a cleanup, may be required to provide a cleanup deposit prior to the issuance of a special event permit.



---

The cleanup deposit may be returned after the event if the area used for the permitted event has been cleaned and restored to the same condition as existed prior to the event.

If the property used for the event has not been properly cleaned or restored, the applicant/sponsor shall be billed for the actual cost by the city for cleanup and restoration. The cleanup deposit shall be applied toward the payment of the bill.

(Ord. 950 § 1 (part), 2007).

#### **5.40.110 Revocation of permits.**

Any permit issued under this chapter may be summarily revoked by the city at any time when, by reason of disaster, public calamity, riot or other emergency or exigent circumstances, the city determines the safety of the public or property requires such immediate revocation. The city may also summarily revoke any permit issued pursuant to this chapter if it finds that the permit has been issued based upon false information or when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in the application. If there is an emergency requiring immediate revocation of a special event permit, the responsible official may notify the permit holder verbally of the revocation.

(Ord. 950 § 1 (part), 2007).

(Ord. No. 1288, § 2(Exh.), 2-28-2019)

#### **5.40.120 Violation—Penalty.**

- A. It is unlawful for any person to sponsor or conduct a special event requiring a special event permit pursuant to this chapter unless a valid permit has been issued and remains in effect for the event. It is unlawful for any person to participate in such an event with the knowledge that the sponsor of the event has not been issued a required, valid permit or with knowledge that a once valid permit has expired or been revoked.
- B. The special event permit authorizes the permittee/sponsor to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee/sponsor to willfully violate the terms and conditions of the permit, or for any event participant with the knowledge thereof to willfully violate the terms and conditions of the permit or to continue with the event if the permit is revoked or expired.
- C. Any person or organization violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a penalty of a fine of not more than five hundred dollars or by imprisonment of not more than ninety days, or both such fine and imprisonment.

(Ord. 950 § 1 (part), 2007).

(Ord. No. 1288, § 2(Exh.), 2-28-2019)

#### **5.40.130 Authority of city manager and responsible official.**

- A. The city manager is authorized to promulgate additional rules and regulations that are consistent with and that further the terms and requirements set forth within this chapter and the provisions of law that pertain to the conduct and operation of a special event.

- 
- B. ~~The city manager may delegate any or all of his or her functions under this chapter to a responsible city official.~~
- C. Except as provided elsewhere in this chapter, no person shall conduct, promote or manage a special event without a special event permit issued by the city manager or his/her designee ("responsible official").
- D. The responsible official is authorized to perform all functions identified in this ordinance including but not limited to:
1. Issue, deny or revoke permits for special events occurring within the city limits, pursuant to the procedures established in this chapter.
  2. Determine the special event venue, including the setting of reasonable boundaries for the special event venue, balancing the special event requirements and public health, safety and welfare.
  3. Coordinate the issuance of a special event permit with other local, state or federal public agencies in whose jurisdiction or on whose property the special event or portion thereof occurs and to issue a special event permit upon the concurrence of other public agencies involved.

(Ord. No. 1288, § 2(Exh.), 2-28-2019)



## ***Chapter 8.18 PARK RULES AND REGULATIONS<sup>1</sup>***

### **8.18.010 Purpose.**

The establishment and maintenance of park property and facilities is intended to benefit current and future citizens of the city of Ridgefield by providing opportunities for active and passive recreation. Rules and regulations governing use of park properties and park facilities will help to ensure that park property and park facilities are used and maintained in a manner beneficial to the community. The foregoing park rules and regulations are intended to provide standards for the public use and enjoyment of these facilities and to provide for the public health, safety, welfare and protection in the use and enjoyment of these facilities.

(Ord. No. 1116, § 1, 10-11-2012)

### **8.18.110 Special event permit procedures.**

- A. The purpose of this section is to assure equal access to and enjoyment of park properties and facilities. Any person or organization desiring to utilize city park property and/or park facilities for an exhibition, performance, assembly, display, community event, special event or other similar activity that would substantially preclude normal public use and enjoyment of park property and/or facilities will be required to have an approved special event permit. Examples of activities that would require a special event permit are exclusive use of a park property or facility, use of more than fifty percent of the area of a park property, organized fairs or carnivals, large gatherings of people in excess of ~~two~~ one hundred persons, events occurring after allowable hours of operation and events ~~or~~ activities as defined in RMC 5.40 – Special Events. Examples of activities that would not require a special event permit are non-organized sport usage of park properties or facilities, family picnics, and nonaffiliated social events.
- B. ~~Special event permit application forms are available on the city website and at city hall. Completed application forms shall be submitted to city hall thirty calendar days before the commencement of the activity. There shall be no permit fee charged to an applicant. City staff will issue a decision on the permit application prior to or no later than thirty days after the submittal of the application. In instances where city staff determines that a proposed activity will have significant impact to abutting property owners or the public in general, the request may be referred to the city council.~~
- C. ~~A special event permit request for exclusive use of a park structure and/or park property may require proof of insurance in the amount and type recommended by the city's insurance carrier as such coverage relates to the intended use. Depending on the type of event, the activity and risk level, the applicant may be required to obtain bodily injury and property damages liability insurance in accordance with city policy, naming the city as additional insured on its policy. After review of the application, the city will advise applicants whether insurance is required for the special event.~~

---

<sup>1</sup>Editor's note(s)—Ord. No. 1116, § 1, Oct. 11, 2012, amended Ch. 8.18 in its entirety to read as herein set out. Former Ch. 8.18, §§ 8.18.010—8.18.140, pertained to similar subject matter and derived from Ord. 929(part), 2006.

- 
- D. If an signed contract or agreement contains provisions and conditions for an activity occurring on park property or in a park facility, a separate special event permit shall not be required.

(Ord. No. 1116, § 1, 10-11-2012)

### **8.18.120 Appeals.**

~~An applicant may appeal the decision on a special event permit application within fourteen days of the date of the issuance of the determination or enforcement notification. Appeals shall be conducted in conformance with RDC Title 18.~~

~~(Ord. No. 1116, § 1, 10-11-2012)~~

### **8.18.130 Liability.**

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person, business or organization using park property or a park facility under the jurisdiction of the city of Ridgefield for personal injury or property damage resulting from the use, authorized or unauthorized, of park property or park facilities. Nor shall it be construed as imposing on the city or its officers or employees any responsibility or liability by reason of the approval or disapproval of a special event permit under the provision of this chapter.

(Ord. No. 1116, § 1, 10-11-2012)

### **8.18.140 Enforcement of special event permits and agreements.**

- A. Violations of special event permit procedures may result in the revocation of an approved permit by the planning director city manager or his or her designee and as defined in RMC 5.40 – Special Events.
- B. Violations of the adopted parks rules and regulations by parties to agreements may result in suspension of an approved agreement by the Ridgefield city council.

(Ord. No. 1116, § 1, 10-11-2012)

### **8.18.150 Violations—Penalties.**

- A. A person who fails to obey the park rules as adopted pursuant to the provisions of this section shall first be warned and, upon a second or subsequent offense, shall be deemed guilty of a class 1 civil infraction punishable by a minimum fine of one hundred twenty-four dollars, or the then current minimum fine for a class 1 civil infraction, not including statutory assessment.
- B. Confiscation of Property. A law enforcement officer having probable cause to believe a violation of the rules has been committed by improper use of skateboards, in-line-skates, roller-skates, coasters, toy vehicles, bicycles or other similar wheeled devices will have the authority to confiscate said items and hold the same as evidence pending adjudication of the infraction.
- C. Any person who conducts illegal behavior or acts in an illegal manner in the city parks of the city of Ridgefield shall be guilty of criminal trespass in the first degree and shall be charged pursuant to Section 9.05.110.
- D. Removal From City Property. A law enforcement officer having probable cause to believe a person has conducted an illegal act or illegal activity in a city park in the city of Ridgefield shall have the authority to



---

escort said person from the city park and prevent said person from entering upon the city park premises till there is adjudication of the criminal trespass charge.

E. Additional violations of this chapter may be imposed or enforced under RDC Title 18.

(Ord. No. 1116, § 1, 10-11-2012)

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** Motion - Consideration of Fieldhouse Design Concept at the Ridgefield Outdoor Recreation Complex and Approval to Use a Portion of a MLB Capital Grant

---

**GOVERNING LEGISLATION**

Revised Code of Washington Title 35 – Cities and Towns

**PREVIOUS COUNCIL ACTION TAKEN:**

None

**SUMMARY/BACKGROUND:**

The Washington State Legislature in the 2023 Capital Budget included \$450,000 from a MLB grant to the City of Ridgefield and the Ridgefield Outdoor Recreation Complex. The MLB grant is intended to support local community baseball. Subsequent discussions between City staff and the Ridgefield Raptors as to the intended use(s) of this grant included reserving a portion to help pay for lighting at Fields 4 and 5, and the Raptors' desire to enclose the batting cages adjacent to those fields for a dressing room for both teams for Raptors games and for umpires working those games (a Fieldhouse), among other options.

Public Works staff have developed several Fieldhouse options for enclosing the cages which would not only provide the Raptors what they need for changing rooms during their season, but also covered batting cages which could be used by the Ridgefield School District and other organizations during the offseason. A separate enclosure serving as the dressing room for umpires during the Raptors' season could also be used for storage during the offseason. The color scheme for the Fieldhouse has a gray/silver roof, instead of black, to minimize the enclosures from being excessively hot during the summer. The brown-tone sides of the Fieldhouse shed were selected to blend in with the Community Building's aesthetics. Power is already available in the area and would be extended inside the Fieldhouse for lighting and ventilation capabilities.

The option attached to this report has been discussed with both the Raptors as well as school district staff and both are in full support of moving forward with this option. Its cost estimate is approximately \$220,000, leaving \$230,000 remaining from the MLB grant for other options.

**BUDGET/FINANCIAL IMPACTS:**

If approved by council, staff would move forward with a budget supplement to include the MLB grant and the expenditures to fund the Fieldhouse and other components.

**RECOMMENDED ACTION OR MOTION:**

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



**"I move to approve the design concept presented by staff and for staff to move forward with using the MLB grant to fund construction of the Fieldhouse."**

**STAFF CONTACT:** Chuck Green, Public Works Director

**ATTACHMENTS:**

1. RORC Fieldhouse Option 3

## Pacific NW Sheds & Buildings LLC

2870 N Pacific Ave, Kelso WA, 98626

Phone: 360-353-3948

Email: PNWSplant@gmail.com

### Building Component Sales Agreement

The undersigned owner(s) jointly and severally (hereinafter referred to as "Purchaser") acting as general contractor, enter into the following Building Component Sales Agreement ("Agreement") with Pacific NW Sheds (hereafter known as "Seller") acting as subcontractor. By this Agreement the Seller shall deliver to the building site address noted herein the components only for a steel building (hereinafter "materials" or "kit") as per Sellers specifications (hereinafter "Specifications"), detailed below.

#### Conditions To Sale

1. Purchaser shall be solely responsible to verify and supply the Seller the correct loading design information in conformance with local building codes.
2. Purchaser is responsible for all permits, site preparation, site and construction inspection, and assembly of the building components.
3. This agreement includes the terms and conditions on the following pages and any schematic diagram attached hereto indicating configuration of the above building components.

#### Building Specifications

##### Building Site Address:

3101 S Hillhurst, Ridgefield, WA, 98642

##### Building and Site Requirement:

Ground Snow Load: 60 psf  
Design Roof Snow Load: 60 psf  
Wind Load/Exposure: 110 mph (You are in a special wind region.  
Please contact the Authority Having Jurisdiction.) C  
Soil Bearing Capacity: 1500 psf  
Building Code: 2021 IBC  
Building Occupancy Category: II  
Building Heating: Unheated  
Extra Roof Dead Load: 1 psf  
Extra Wall Dead Load: N/A

##### Building Dimensions:

Width: 20' - 0" Length: 160' - 0"  
Eave Height: 13' - 0" Roof Pitch: Single Slope 2:12  
# Sidewall Bays: 9 # Endwall Bays: 4 and 2  
Overhangs: 0" With Soffit

##### Leanto A Details:

Span: N/A Bays: N/A  
Drop: N/A Roof Pitch: N/A  
Eave Height: N/A

##### Leanto B Details:

Span: N/A Bays: N/A  
Drop: N/A Roof Pitch: N/A  
Eave Height: N/A

##### Mezzanine Details: No flooring included, framing only!

Floor Height: N/A Bays: N/A  
Live Load: N/A Joist Spacing: N/A

##### Sheeting and Trim Details:

Roof Type: MULTI-RIB-PB KYNAR PAINTED 26 GA X 39 1/8  
Roof Color: Ash Gray (PVDF) (AG)  
Wall Type: MULTI-RIB-PB KYNAR PAINTED 26 GA X 39 1/8  
Wall Color: Tudor Brown (PVDF) (TB)  
Eave Trim/Gutter Type: Industrial Gutter, Industrial Eave Trim  
Trim Color: Ash Gray (PVDF) (AG)

##### Opening Details:

###### Personnel doors

- None

###### Drive Doors

- None

###### Windows

- None

###### Framed Openings

- (7) Seven - 6'x8' framed openings for Permanently Open Framed Opening

###### Open Bays

- None

###### Translucent Panels

- None

##### Extra Options:

(1) Installation

#### Cost breakdown (Option 3)

| Item                  | Commercial       | Est. W/ Prevailing Wage* |
|-----------------------|------------------|--------------------------|
| Fieldhouse building   | \$125,550        | \$132,000                |
| Power/Lights/Outlets  | \$ 10,000        | \$ 12,000                |
| Concrete/Footings     | \$ 41,000        | \$ 48,000                |
| Permits/Contingencies | \$ 5,000         | \$ 5,000                 |
| <b>TOTAL EST COST</b> | <b>\$186,550</b> | <b>\$197,000</b>         |

**Purchaser: Carlos Urbina**

##### Mailing Address:

3101 S Hillhurst  
Ridgefield, WA, 98642

##### Phone:

360-953-3600

**Sales Price:** \$125,550.32

**Sales Tax:** 0.00% \$0.00

**Total Contract Price** \$125,550.32

**Down payment:** \$25,110.06 (due at signing)

**Final payment:** \$100,440.26 (due at release to manufacturer)

**Date:** 3/27/2024 **Customer Signature:** \_\_\_\_\_

\* Prevailing wage is applied to labor but not materials. The commercial cost was assumed to include both labor and materials costs, about 50% for each. Prevailing wage assumes 10-15% increase for the labor component of each cost category except for permits and contingencies.



Ash gray roof and trim (black roof would make field house hot during summer)

# Carlos Urbina

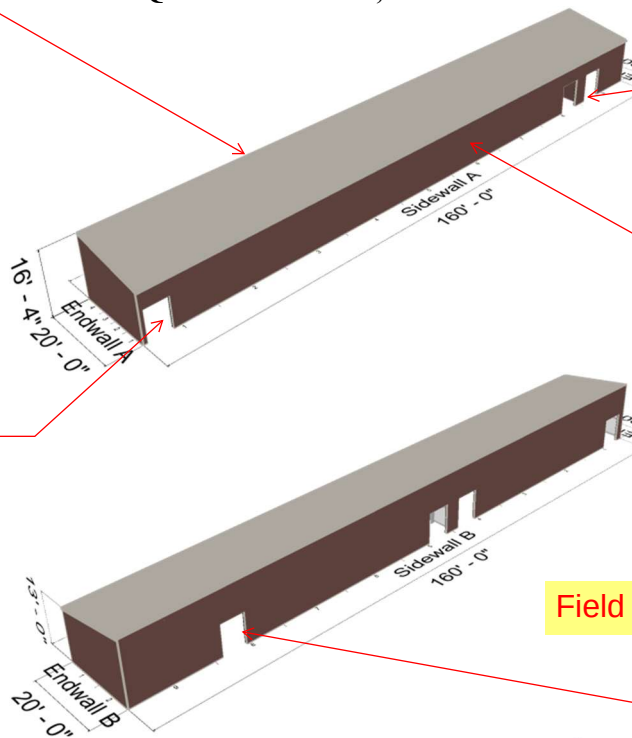
Quote #96406480, 3/27/2024

Concourse/  
Field 1/2 side

Door entrance for  
umpire dressing  
room/ off-season  
storage unit

Tudor brown walls

Door entrances  
match gates into  
batting cages



Field 4/5 Side

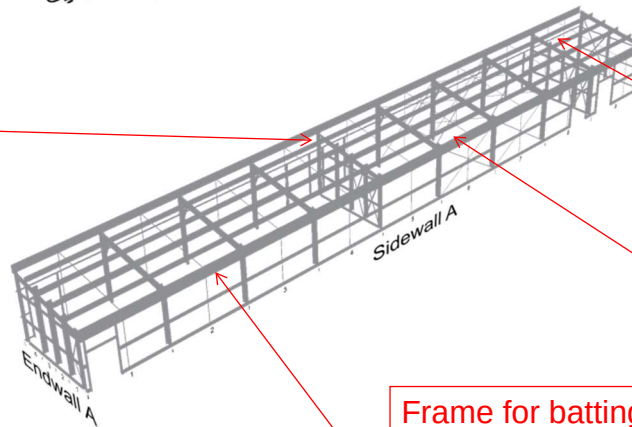
Door entrances  
match gates into  
batting cages

Structural  
reinforcement for  
moving/ pulling  
back nets  
(replaces existing  
guy-wires)

Frame for umpire  
room/ off-season  
storage

Frame for batting  
cage 2

Note: power will  
be extended to  
provide lights. It  
will also include  
outlets for plug-in  
features such as  
ventilation/fans/  
swamp coolers  
(additional cost).

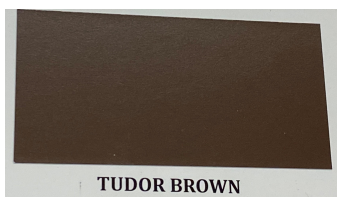


Frame for batting  
cage 1

Customer Signature \_\_\_\_\_

Date: 3/27/2024

Customer agrees that the above sketches are accurate; any changes will be subject to fee



Tudor Brown is  
closest in color  
palette to match  
Community  
Building exterior



## TERMS AND CONDITIONS

**1) PRICE AND PAYMENT:** A nonrefundable down payment equal to 20% of the contract price is to be paid immediately upon execution of this Agreement. Purchaser shall be responsible for the balance of payment to Seller as detailed on page 1 of this agreement, except that Purchaser may be released from the balance of payment in the event Purchaser is unable to commence the building project as certified in writing from an appropriate governing body. Purchaser's failure to pay any amounts due under this Agreement shall constitute a breach of this Agreement and shall entitle Seller to enforce the remedies herein as well as any other remedies available at law. Interest will be charged on any unpaid balance at 1 and ½% per month. Prices of components not delivered within 30 days of execution of this Agreement cannot be guaranteed. Purchaser agrees to pay any additional costs to Seller associated with any such delay and to execute a written change order consistent with such increased cost upon request of Seller prior to Seller's obligation to perform. A fully executed change order shall be incorporated into this Agreement.

**2) COMPLETE AGREEMENT AND MODIFICATION:** The Agreements terms consisting of 2 pages are intended by the parties as the complete, final and exclusive statement of their agreement as to the matters described herein, and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement and may be amended or modified only in writing, signed, or with electronic signature, by the parties to this Agreement.

**3) INSPECTION:** Purchaser shall have the right and obligation to inspect the material or kit at its sole expense. Any claimed discrepancy between the materials described in this Agreement from those received by Purchaser will require Purchaser to notify Seller by electronic or regular mail at the address noted above or by facsimile transmission within ten (10) days from receipt of the material. Purchaser's failure to timely notify Seller in the manner prescribed herein, shall constitute an acceptance of the material and waiver of Purchaser's right to reject the same. A nonconforming claim shall not entitle Purchaser to offset or deduct any sum from that which is otherwise due Seller, unless such claim has been approved in writing by Seller. All surplus materials are the property of the Seller.

**4) DELIVERY AND ASSESSMENTS:** All FOB material delivery charges are prepaid in advance of the shipment and reflected in the sales price. Purchaser shall be responsible for all logistical arrangements and associated costs relative to the mechanical unloading all materials in a safe and reasonable manner permitting the delivery truck safe and practical access to the building site. Upon delivery of the materials to building site address, all risk of loss, damage, liability or other incidents of ownership shall immediately pass to purchaser, except as provided in paragraph 5 below. Purchaser shall be solely responsible for paying all sales, fees, or other governmental assessments incurred or levied on account of Purchaser's acquisition or use of the materials. Purchaser agrees to indemnify Seller for any such payments in the event Seller is required to pay the same due to Purchaser's failure to do so. Any such sums shall be immediately due and payable under this Agreement, without further notice to Purchaser.

**5) SECURITY INTEREST:** Purchaser hereby grants to Seller a security interest in the materials to the extent of and in the same amount as any unpaid balance owed under this Agreement. Purchaser agrees to execute and deliver to Seller, if requested, a financing statement and/or other documents evidencing such security interest in a form satisfactory for filing with appropriate governmental authorities. Purchaser agrees that a photocopy of this agreement may be filed as a financing statement in the appropriate jurisdiction.

**6) WARRANTIES:** Seller transfers and assigns the manufacturers limited warranty to the original Purchaser, commencing on the date of the occupancy or acceptance of the materials by the Purchaser, whichever comes first. Seller will repair or replace free of charge any faulty materials provided by Seller. The determination as to whether the remedy for the defective part is replacement or repair will be at the sole discretion of Seller. The manufacturer's warranty will become void under any one of the following occurrences:

- a) Installation is not made in accordance with the instructions supplied by Seller.
- b) The actual operation or use of the product varies from the recommended operating instructions or intended use.
- c) There is a malfunction or defect resulting from misuse, negligence, accidents, or lack of performance of required maintenance by the original Purchaser.
- d) The building is altered from the engineered drawings supplied by Seller.
- e) Seller is not notified within 24 hours of problems due to snow loads.

Purchaser expressly agrees to fully and timely pursue all available remedies under any applicable insurance agreement before making claim under this warranty. All warranty claims must be made in writing to Seller within the warranty period. This warranty is the only warranty applicable to the materials and is expressly in lieu of all other warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. These warranties may not be transferred or assigned. The liability of Seller shall not exceed the cost to Seller for replacing or repairing damaged or defective material or workmanship, as provided above, during the warranty period. Seller will not be liable for damage caused by flying or falling object, tornadoes, floods, natural perils or other causes, beyond Seller's control, nor from damages to interior walls, ceilings, partitions, equipment, or siding resulting from any cause except as otherwise stated herein. Quality shall be in accordance with Sellers Specifications, if any.

**7) CONTINGENCIES:** Seller shall not be liable for any loss, damage or delay in manufacture, shipment or delivery of material, or for its inability to perform any or all of its obligations hereunder due to any cause beyond Seller's control, including but not limited to acts of God, any acts or omissions of Purchaser, acts of civil or military authorities, fire, floods, windstorms, earthquakes, strikes, lockouts, or other labor disturbances, civil commotion, war delays in transportation, or late delivery by Seller's suppliers or manufacturers. If any such cause results in a delay in performance, the date of delivery or of performance, shall be extended for a period equal to the time lost by reason of the delay and such extension shall be Purchaser's exclusive remedy. Any additional costs associated with such delays shall be the Purchaser's responsibility.

**8) BREACH:** Unless released pursuant to Section 1 above, Purchaser shall be responsible for the balance of all payments under this Agreement. In the event Purchaser should fail or refuse to accept materials ordered or fails to make payment when due under this Agreement, then Seller may, without notice, retain or repossess any or all materials and proceed with any other available remedies at law. Purchaser shall remain liable for all costs of collection regardless of format. In the event of any legal action arising out of relating to this Agreement or the performance thereof, Court costs and attorney fees, both at trial and on appeal, shall not be awarded to either party. This agreement shall be deemed to have been made in the state where Seller's predominant business is located and shall be construed pursuant to the substantive and procedural laws of that state, without regard to any possible conflict of laws.

**9) LIMITATION OF REMEDIES:** Purchaser's remedies for breach of warranty or for Seller's liability of any kind, whether in strict liability, contract or in tort and arising from or out of this transaction for the materials sold hereunder, or any other performance due by Seller under this agreement, shall be limited to the express remedies and damages provided herein. In no event shall Seller's liability to Purchaser for damages of any nature exceed the total purchase price paid or payable for the materials. Purchaser hereby waives any claims against Seller for punitive, incidental, special or consequential damages, including without limitation, loss of profits or revenue, loss of use, cost of capital, or claims by Purchaser, Purchaser's customers or other parties for property or personal injury damages. Purchaser further agrees that Seller shall not have any responsibility or liability for any goods, materials or labor provided or performed by people other than the Seller. No action, whether in strict liability, contract or tort, including negligence, arising out of the sale of the materials may be brought by Purchaser more than one (1) year after the cause of action arises.

**10) CONSTRUCTION:** Purchaser is solely responsible for the completion of the structure comprised of the purchased materials. Recommendations by Seller regarding construction contractors shall be made only for the convenience of the Purchaser and shall not constitute a representation as the contractor's ability to perform nor does such recommendation create an agency relationship between the contractor and the Seller. This steel building is not designed using residential codes. The purchaser is responsible to seek additional advice from a suitably qualified person/entity for intended residential use.

**11) GENERAL:** The failure or delay by either party in exercising any right, power or privilege hereunder will not operate as a waiver of or otherwise preclude the further exercise thereof. Section headings are for convenience and reference only. If any part of this agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of this agreement, but the effect thereof will be confined to the part immediately involved in the controversy adjudged.

Accepting the foregoing terms and conditions, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ PURCHASER(S): By: \_\_\_\_\_ By: \_\_\_\_\_



**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** Public Hearing and First Reading of Ordinance No. 1422 - Eminent Domain Action Including Declaration of Public Use and Necessity for a Property Acquisition for the Pioneer Widening and 50th Avenue Roundabout Project

---

**GOVERNING LEGISLATION**

Revised Code of Washington Title 35 – Cities and Towns  
Chapter 8.12 RCW Eminent Domain by Cities

**PREVIOUS COUNCIL ACTION TAKEN:**

None. Second reading of this Ordinance is scheduled before Council on May 9, 2024.

**SUMMARY/BACKGROUND:**

The Pioneer Widening and 50<sup>th</sup> Avenue Roundabout project is a critical transportation improvement being coordinated with several large economic development projects. It has been in the planning and design stages since 2022. The project would widen Pioneer Street to four lanes between Royle Road and I-5, build a roundabout at Pioneer Street and a new 50<sup>th</sup> Avenue/Discovery Drive arterial, build 50<sup>th</sup> Avenue north to a new extension of Pioneer Canyon Drive, and build Pioneer Canyon Drive west to serve the YMCA site as well as east to connect with the Pioneer Canyon Drive being built by Union Ridge Town Center and Costco.

Besides supporting long-term economic development of the City, it will complete a transportation network in the area, provide vehicular capacity; new sewer and water mains; a joint utility trench; as well as bicycle, pedestrian, and safety improvements. The project will be financed with a bond being taken out supported by the new Tax Increment Financing Area as well as water and sewer funds.

Right-of-way plans were completed in 2023 and right-of-way acquisition is now in process. With construction imminent, time is of the essence to complete right-of-way acquisition. For over a year, there has been substantial discussion with the owners of the subject property, the Arthurs. Right-of-way plans call for full acquisition of the property for road and stormwater improvements.

A consultant for the City (UFS) recently completed and transmitted to the Arthurs an appraisal conducted under best industry practices. The appraisal included a third party review to confirm the methods, comparable properties for consideration, findings and valuation. The City considers the offer to be fair and equitable. However, UFS indicated while they have received communication from the Arthurs confirming they received the City's offer, there were several emails from the Arthurs providing there was a counteroffer which was rescinded along with the statement they are working on another counteroffer. UFS received communication from the Arthurs with screenshots from Redfin and Remax indicating they believe this shows a higher value for their property provided with their counteroffer, but offered no official counter-appraisal.

The difference between the City's offer of \$1,020,000 and the Arthurs' counter offer of \$3,294,000 with a number of conditions attached is such that settling on the property sale price may take a substantial amount of time to resolve. The Arthurs did request the City provide a copy of the City's record of necessity (possession and use). This item provides for the eminent domain action requested by the Arthurs.

Because the project is scheduled to go to bid in May 2024 with construction expected to start in June, and needing to have control over the property before construction activities can occur at that location, staff is requesting commencing with eminent domain actions which includes the adoption of an ordinance constituting the City's Final Planned Action, declaring the public use and necessity for the property, and authorizing the City Attorney to commence legal proceedings. The City has issued notice via certified mail (which the City has received confirmation of receipt) to the Arthurs of the final planned action ordinance in accordance with the statute.

Council is requested to hold a public hearing pursuant to RCW 8.25.290 and take public comment on the ordinance authorizing Eminent Domain.

**BUDGET/FINANCIAL IMPACTS:**

Budget for Right-of-Way Acquisition for the Pioneer Widening and 50th Avenue Roundabout Project is included in the 2024 Capital Budget.

**RECOMMENDED ACTION OR MOTION:**

Council is requested to hold a public hearing and conduct first reading of the proposed ordinance.

**STAFF CONTACT:** Chuck Green, Public Works Director

**ATTACHMENTS:**

1. Arthur Property Legal
2. Arthur Property Map
3. Pioneer Widening ROW Plans\_Arthur Property
4. Arthur eminent domain ordinance 4-1-2024



**EXHIBIT "A"**  
[Legal Description](#)

**For APN/Parcel ID(s): 213983-000**

---

That portion of the Southeast quarter of the Northwest quarter of Section 21, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

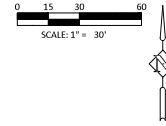
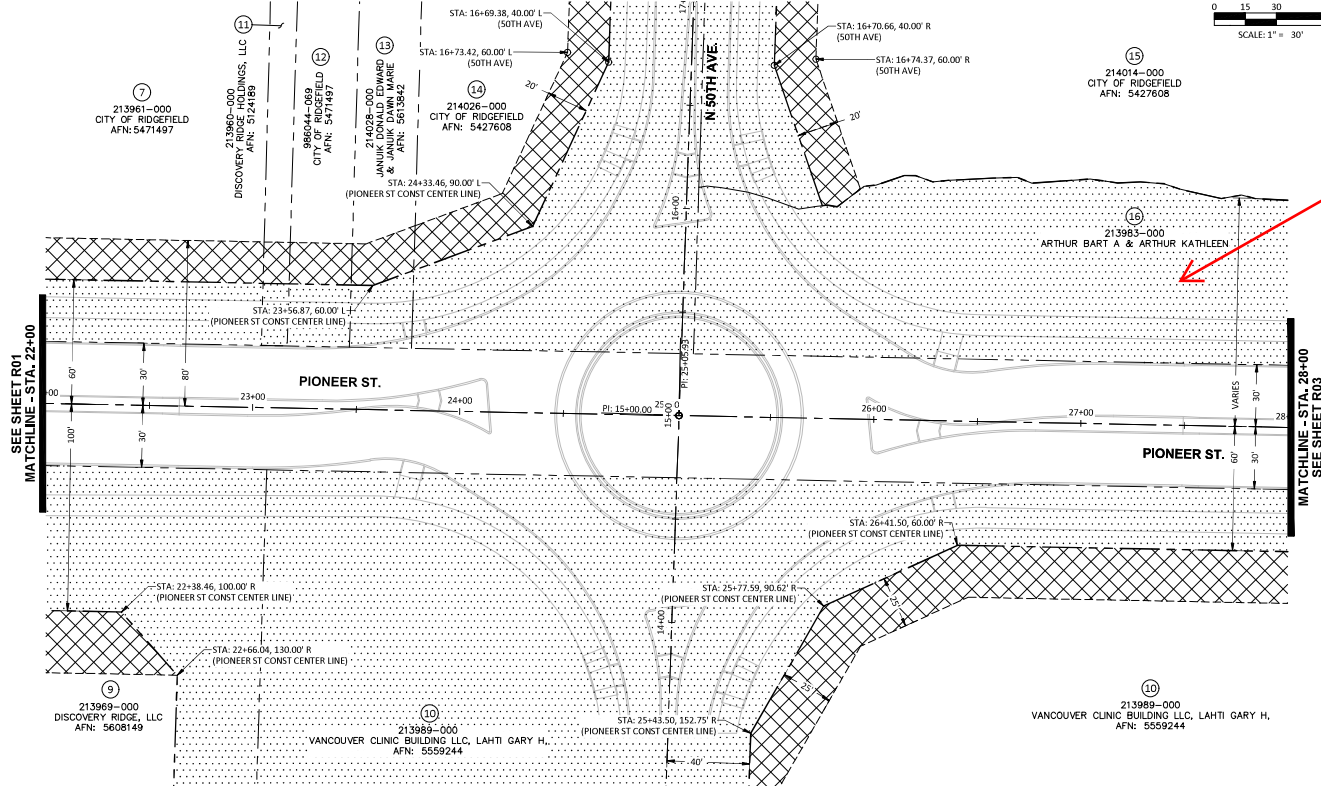
BEGINNING AT A POINT 113 1/3 rods East of the Southwest corner of said Northwest quarter, said point being the Southwest corner of the tract conveyed to J.E. Hibbard by deed recorded in Volume 81 at Page North 291, records of Clark County, Washington; thence West 346 feet; thence North 142 feet, more or less, to the center of Allen Creek; thence Easterly, along the center line of said Creek to the West line of said Hibbard tract; thence South, along the West line of said Hibbard Tract of the point of beginning.

EXCEPT County or Public Roads.



This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.





Arthur Property  
(Full Acquisition)

SEE SHEET R04 FOR  
N 50TH AVENUE RIGHT-OF-WAY PLAN

SEE SHEET R07 FOR WEST AND  
EAST POND RIGHT-OF-WAY PLAN

### LEGEND

- EXISTING R/W
- EXISTING LOT LINE
- PROPOSED R/W
- CONSTRUCTION EASEMENT

95% PLANS - FOR REVIEW ONLY  
NOT FOR CONSTRUCTION

RIGHT OF WAY PLAN (STA. 22+00 TO 28+00)  
PIONEER STREET CORRIDOR  
50TH AVE. R/A AND PIONEER ST. WIDENING  
RIDGEFIELD, WASHINGTON

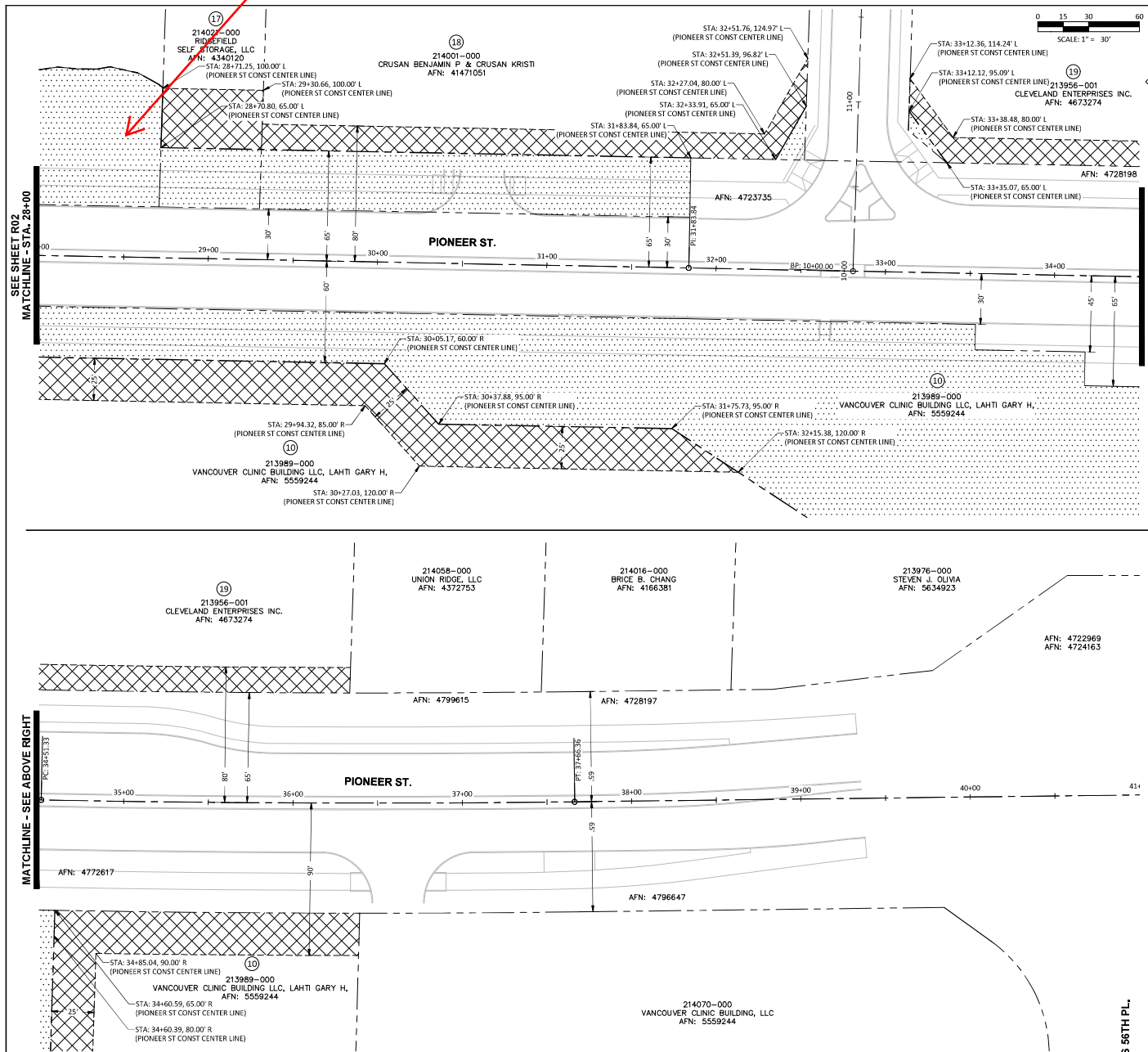
Harper  
Hout Peterson  
Righellis Inc.  
ENGINEERS/PLANNERS  
LANDSCAPE ARCHITECTS/SURVEYORS  
1000 N. 50TH AVE., SUITE 100, R100  
RIDGEFIELD, WA 98672-1000  
PHONE: 509.781.1113 FAX: 509.781.1141



|                   |             |
|-------------------|-------------|
| DESIGNED          | SJN/BLH     |
| DRAWN             | DIW/SJN/DB  |
| CHECKED           | CH/BMH      |
| DATE              | 03/15/2024  |
| R E V I S I O N S |             |
| NO.               | DESCRIPTION |

SHEET NO.  
**R02**  
JOB NO.  
RPW-07

Arthur Property  
(Full Acquisition)



SEE SHEET R07 FOR WEST AND  
EAST POND RIGHT-OF-WAY PLAN

# LEGEND

- EXISTING R/W
- EXISTING LOT LINE
- [Cross-hatched] PROPOSED R/W
- [Cross-hatched] CONSTRUCTION EASEMENT

95% PLANS - FOR REVIEW ONLY  
NOT FOR CONSTRUCTION

RIGHT OF WAY PLAN (STA. 28+00 TO 41+00)  
PIONEER STREET CORRIDOR  
50TH AVE. R/A AND PIONEER ST. WIDENING  
RIDGEFIELD, WASHINGTON

Harper  
Hout Peterson  
Righellis Inc.  
ENGINEERING PLANNERS  
LANDSCAPE ARCHITECTS & SURVEYORS  
1000 1st Avenue, Suite 200, Ridgefield, WA 98679  
Phone: 509.781.1133 Fax: 509.781.1141



|             |            |
|-------------|------------|
| DESIGNED    | SJN/BLH    |
| DRAWN       | DIW/SJN/DB |
| CHECKED     | CH/BMH     |
| DATE        | 03/15/2024 |
| NO.         |            |
| DESCRIPTION |            |
| R           | E          |
| E           | V          |
| V           | I          |
| I           | S          |
| S           | I          |
| O           | O          |
| N           | N          |
| S           | S          |

SHEET NO.  
**R03**  
JOB NO.  
RPW-07



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON RELATING TO THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PROPERTY IN THE CITY OF RIDGEFIELD FOR THE PIONEER STREET WIDENING AND 50<sup>TH</sup> AVENUE ROUNDABOUT IMPROVEMENT PROJECT; DECLARING PUBLIC USE AND NECESSITY FOR LAND AND PROPERTY TO BE ACQUIRED FOR THE CONSTRUCTION OF THE PROJECT; AUTHORIZING THE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE THE PROPERTY; AUTHORIZING THE PAYMENT THEREFORE; AND AUTHORIZING THE CITY ATTORNEY TO PROSECUTE SUCH ACTION IN THE EVENT DIRECT PURCHASE EFFORTS ARE NOT SUCCESSFUL.**

Whereas, the 50th Avenue Roundabout and Pioneer Street Widening Project is a transportation infrastructure improvement project that will widen Pioneer Street, construct a new roundabout at 50th Avenue, build 50th Avenue north to a new portion of Pioneer Canyon Drive and build a section of Pioneer Canyon Drive both east and west of 50<sup>th</sup> Avenue.

Whereas, the goals for this project include improving traffic flow, improved safety and mobility and providing access to new commercial development, and making the area more pedestrian and cyclist friendly.

Whereas, the Pioneer Street Widening and 50th Avenue Roundabout Improvement Project is included within the City's six-year capital facilities plan and Transportation Improvement Program; and

Whereas, the Pioneer Street Widening and 50th Avenue Roundabout Improvement Project is necessary to accommodate the current and future traffic flow in this area of the City, to provide improved safety and mobility, provide access to new commercial development, and make the area more pedestrian and cyclist friendly.

Whereas, the design of the project has been completed and the construction is estimated to begin in summer of 2024 and conclude by the first quarter of 2025.

Whereas, time is of the essence to acquire the property to meet the time limits mandated by the project funding, and the property is critical to the project and necessary for public safety, welfare, and multimodal transportation mobility and safety; and

Whereas, based on the foregoing, the City Council finds that it is necessary to acquire certain property by eminent domain; and

Whereas, the City held a public hearing on April 11, 2024 and considered the testimony presented;

Whereas, the City has provided notice of the planned final action described below, in the manner provided for in RCW 8.12.005 and 8.25.290;

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

Section 1. **Findings of Fact.** Each and every of the recitals contained in the 'whereas' clauses of the preamble to this ordinance are hereby adopted as findings of fact and incorporated herein fully by reference.

Section 2. **Public Interest.** The City Council for the City of Ridgefield, Washington finds, following a public hearing process, that it is in the public interest to acquire certain property described herein by eminent domain.

Section 3. **Declaration of Public Use and Necessity.** The design and construction of the Pioneer Street Widening and 50th Avenue Roundabout Improvement Project and the property necessary therefore are hereby declared to be a public use and necessary for public purposes, namely to improve the transportation infrastructure. The public use and necessity demands the acquisition of the property described in Section 4 for the construction of the Pioneer Street Widening and 50th Avenue Roundabout Improvement Project.

Section 4. **Eminent Domain Proceedings Authorized.** The City shall, after reasonable efforts at direct negotiation, file an eminent domain action for such portion of the following property in its entirety, Clark County Parcel No. 213983-000, having an address of 5078 Pioneer Street in Ridgefield, legally described in Exhibit A attached hereto and incorporated herein by this reference to obtain ownership and rights thereto, after just compensation having been first paid or paid into court for the owner in the manner prescribed by law.

Section 5. **Authorization of the City Attorney.** The City Attorney and/or designees are hereby authorized to commence eminent domain proceedings for the property described in Section 4, pursuant to law, to determine and make or pay just compensation, and to take such other steps as they deem necessary to complete acquisition of the property. The City Attorney is further authorized to adjust the extent of the property taken or acquired to facilitate implementation of this ordinance, provided that such adjustment shall not be inconsistent with the Pioneer Street Widening and 50th Avenue Roundabout Improvement Project.

Section 6. **Compensation.** Compensation to be paid to the owners of the property identified in Section 4, and all costs of litigation therefore, shall be paid from the City's Capital Project Fund of the City's General Fund.

Section 7. **Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 8. **Severability.** Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

Section 9. **Effective Date.** This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.



ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS  
25<sup>TH</sup> DAY OF APRIL 2024.

CITY OF RIDGEFIELD

---

Mayor, Ron Onslow

ATTEST:

---

Julie Ferriss  
Deputy City Clerk

APPROVED AS TO FORM:

---

Janean Parker, City Attorney

Public Hearing: April 25, 2024  
First reading: April 25, 2024  
Second Reading/Passage:  
Date of Publication:  
Effective Date:

## Exhibit A



**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 25, 2024

**AGENDA ITEM NAME:** Public Hearing and First Reading of Ordinance No. 1423 - Marrett Hills Estates  
Petition to Annex

---

**GOVERNING LEGISLATION**

RCW 35a.14 - Annexation by Code Cities

**PREVIOUS COUNCIL ACTION TAKEN:**

January 11, 2024: Council rejected Resolution No. 638, Marrett Hills Estates Intent to Annex (one parcel).

February 8, 2024: Council accepted Resolution No. 641, Marrett Hills Estates Intent to Annex, with a geographic expansion to include three parcels.

**SUMMARY/BACKGROUND:**

See attached staff report.

**BUDGET/FINANCIAL IMPACTS:**

Tax revenue from 14.68 acres with a 2023 assessed taxable property value of \$584,484.00.

**RECOMMENDED ACTION OR MOTION:**

None. Public hearing and first reading only.

**STAFF CONTACT:** Claire Lust, Community Development Director

**ATTACHMENTS:**

1. Staff Report
2. Applicant's Narrative

## ORDINANCE NO. 1423

### **AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF RIDGEFIELD APPROXIMATELY 14.68 ACRES IDENTIFIED AS THE MARRETT HILLS ESTATES ANNEXATION AREA AND ASSIGNING THE ZONING OF THE ANNEXED AREA AS RESIDENTIAL LOW DENSITY 4 WITH THE URBAN HOLDING 10 OVERLAY.**

**WHEREAS**, annexations to the City of Ridgefield are regulated by Revised Code of Washington (RCW) Chapter 35A.14, Annexation by Code Cities; and

**WHEREAS**, the proposed annexation area (Marrett Hills Estates Annexation Area comprised of Assessor's parcels 216701000, 215606000, and 216698000 and adjacent NW Carty Road right-of-way) is within the Ridgefield Urban Growth Area as shown on the Ridgefield Urban Growth Area Comprehensive Plan Map of the Clark County 20-Year Comprehensive Growth Management Plan which the Board of Clark County Councilors adopted on June 28, 2016, Ordinance No. 2016-06-12; and

**WHEREAS**, the proposed annexation area is designated Urban Low as shown on the Comprehensive Plan Map of the Ridgefield Urban Area Comprehensive Plan which the City Council adopted on February 25, 2016, Ordinance No. 1203; and

**WHEREAS**, RCW 35A.14.010 provides that an unincorporated area lying contiguous to a code city may become part of the charter code city or noncharter code city by annexation; and

**WHEREAS**, the area proposed to be annexed is contiguous to the city limits; and

**WHEREAS**, RCW 35A.14.120 provides a direct petition annexation method which requires that prior to circulating a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of a charter code city or noncharter code city; and

**WHEREAS**, on January 11, 2024 the City Council of the City of Ridgefield rejected Resolution No. 638, Marrett Hills Intent to Annex, which was comprised of parcel number 216698000 only; and

**WHEREAS**, on February 8, 2024 the City Council of the City of Ridgefield adopted Resolution No. 641 accepting a notice of intent to annex for the Marrett Hills Estates Annexation Area with a geographic modification to include all three subject parcels and authorized commencement of petition to annex proceedings; and

**WHEREAS**, the City of Ridgefield received a petition to annex for the Marrett Hills Estates Annexation Area and assigned File Nos. MASTER-24-0012 and PLZ-24-0010; and

**WHEREAS**, the City is designating subject properties Residential Low Density 4 pursuant to RDC 18.210.015.A, the 2016 Ridgefield Urban Area Comprehensive Plan, and the Carty Road Subarea Plan; and

**WHEREAS**, the City is placing all newly annexed properties in UH-10 pursuant to RDC 18.210.015.B until certification by the city engineer that identifies capital facilities deficiencies have been satisfactorily resolved, as required in RMC 18.270.060, and until Council adopts development standards implementing the Carty Road Subarea Plan; and

**WHEREAS**, RCW 35A.14.120 requires that the petition to annex must be signed by the owners of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned; and

**WHEREAS**, the Marrett Hills Estates petition to annex is signed by the owners of 100 percent in value of the property for which annexation is petitioned; and

**WHEREAS**, on April 11, 2024, the City of Ridgefield requested that the Clark County Department of



Assessment and GIS certify the petition to annex by direct petition method according to RCW 35A.01.040(4) which requires that a petition signed by property owners be transmitted to the county assessor for determination of sufficiency; and

**WHEREAS**, on DATE, the Clark County Assessor provided to the City of Ridgefield a Certification of Sufficiency for the annexation petition by the direct petition method; and

**WHEREAS**, RCW 43.21C.222 exempts annexation of territory by a city or town from compliance with the chapter entitled State Environmental Policy; and

**WHEREAS**, RCW 35A.14.130 provides that the legislative body of a code city may entertain a petition for annexation and fix a date for a public hearing thereon and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the city, and post in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation; and

**WHEREAS**, the City of Ridgefield met the requirements defined within RCW 35A.14.130 by publishing a notice of public hearing in the Columbian newspaper, posting notice of public hearing at three public places within the territory proposed for annexation, mailing the notice to surrounding property owners, and posting the notice online; and

**WHEREAS**, on April 25, 2024, the City Council of the City of Ridgefield held and closed a public hearing on the proposed annexation; and

**WHEREAS**, RCW 35A.14.140 provides that after the public hearing, if the legislative body determines to effect the annexation, then they shall do so by ordinance and file a copy of the ordinance with the board of county commissioners.

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

**SECTION 1. Annexation.** The City of Ridgefield hereby annexes into the corporate limits of the City of Ridgefield the Marrett Hills Estates Annexation Area shown in Exhibit A.

**SECTION 2. Zoning.** The zoning of the annexed area shall be Residential Low Density 4 with the Urban Holding 10 and Heritage overlays. The Urban Holding 10 overlay shall not be removed until the requirements of RDC 18.210.015.B and 18.270.060 are met and Council has adopted development standards for the Carty Road Subarea.

**SECTION 3. City Filing of Certificate with Washington State Office of Financial Management.** A Certificate of Annexation shall be filed with the Washington State Office of Financial Management within thirty (30) calendar days of the effective date of this ordinance.

**SECTION 4. City Filing with Clark County.** A certified copy of the adopted ordinance shall be separately filed with the Board of Clark County Commissioners and the Clark County Department of Assessment and GIS.

**SECTION 5. Severability.** If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**SECTION 6. Effective Date.** This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

**SECTION 7. Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 9TH DAY OF MAY, 2024.**

---

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

---

Julie Ferriss, City Clerk

APPROVED AS TO FORM:

---

Janean Parker, City Attorney

First Reading/Passage: April 25, 2024

Second reading/Passage: May 9, 2024

Date of Publication:

Effective Date:

**EXHIBIT A:**

**Legal Description and Map of Annexation Area**





---

## COMMUNITY DEVELOPMENT DEPARTMENT

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

---

### Marrett Hills Estates Petition to Annex

#### Staff Report

File No. MASTER-24-0012, PLZ-24-0010

April 25, 2024

## I. Basic Facts

**Petition to annex submitted:** March 12, 2024

**First review:** March 20, 2024

**Technically complete:** April 3, 2024

**Council date:** April 25, 2024

**Applicant:** Beth Garrett. PO Box 227 / Yacolt, WA 98675. Contact: 360.600.0556, [beth@rgprobuiders.com](mailto:beth@rgprobuiders.com)

**Property Owner:** Marrett Holdings, LLC, Beth Garrett. PO Box 227 / Yacolt, WA 98675. Contact: Beth Garrett.

**Property Information:**

1. 2607 NW Carty Road / Ridgefield, WA 98642. #32 SEC 33 T4N R1E WM, Assessor's # 216701000, 3.20 acres
2. No Situs Address / Ridgefield, WA 98642. #23 SEC 28 T4NR1E WM, Assessor's #215606000, 1.44 acres
3. No Situs Address / Ridgefield, WA 98642. #29 SEC 33 T4N R1EWM Assessor's #216698000, 10.04 acres

**Current Zoning:** Clark County Single-Family Residential (R1-10), Urban Holding 10 (UH-10)

**Current Comprehensive Plan Designation:** Urban Low (UL)

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

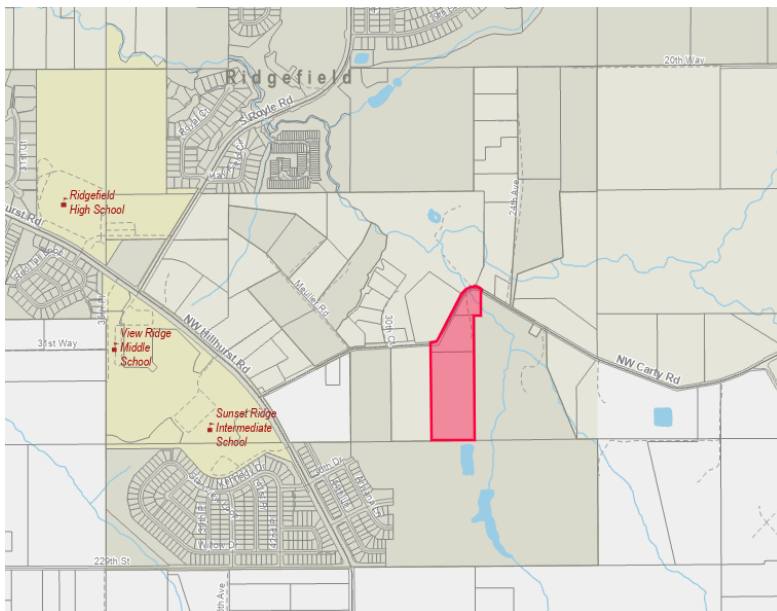
**Staff Contact:** Claire Lust, Community Development Director. 360.857.5024, [Claire.lust@ridgefieldwa.us](mailto:Claire.lust@ridgefieldwa.us)

## II. Property Information

The Petition to Annex includes three parcels owned by Marrett Holdings, LLC and adjacent Carty Road right-of-way. See Figures 1 and 2. The subject parcels are within the Ridgefield Urban Growth Area (UGA) and are contiguous with the Ridgefield city limits to the east (Young property, annexed via Ordinance No. 1378). Therefore, the parcels are eligible for annexation. The property information is as follows:

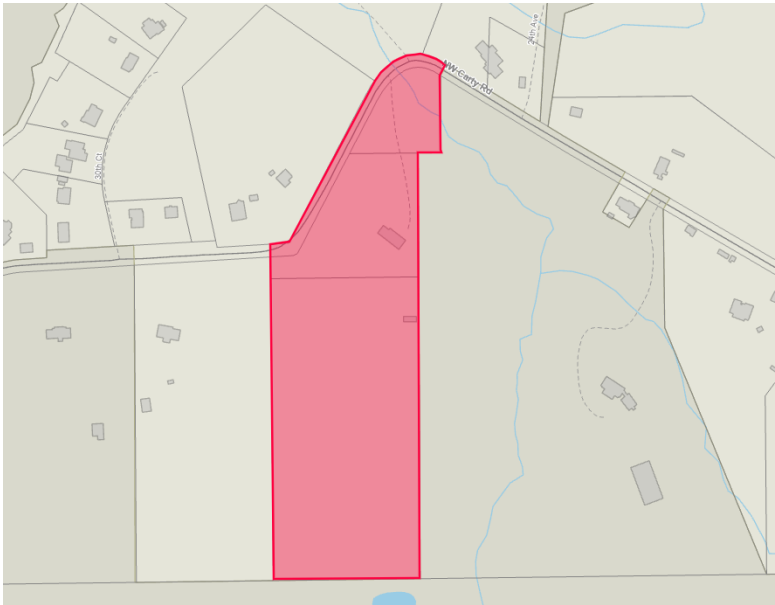
| Property Owner       | Legal                                              | Square Feet | Acres | 2023 Assessed Taxable Property Value for 2024 Taxes | Site Address     |
|----------------------|----------------------------------------------------|-------------|-------|-----------------------------------------------------|------------------|
| MARRETT HOLDINGS LLC | #32 S33 T4N<br>R1E WM,<br>Assessor's<br>#216701000 | 139,392     | 3.2   | \$515,142.00                                        | 2607 NW Carty Rd |
|                      | #23 S28 T4N<br>R1E WM,<br>Assessor's<br>#215606000 | 62,726      | 1.44  | \$255.00                                            | None             |
|                      | #29 S33 T4N<br>R1E WM,<br>Assessor's<br>#216698000 | 437,342     | 10.04 | \$69,087.00                                         | None             |
| Total                |                                                    | 639,460     | 14.68 | \$584,484.00                                        |                  |

**Figure 1. Vicinity map**





**Figure 2. Site map**



### III. Zoning and Development

Annexation requires concurrent rezoning from the existing Clark County zoning designation to a City zoning designation. Staff finds:

- The County zoning of the proposed annexation area is Single Family Residential R1-10 with the Urban Holding – 10 (UH-10) overlay.
- The 2016 Ridgefield Urban Area Comprehensive Plan designation is Urban Low Density Residential (UL).
- Per RDC 18.210.015.A, the RLD-4, RLD-6, and RLD-8 zoning districts shall implement the UL comprehensive plan designation.
- The adopted Carty Road Subarea Plan assigns RLD-4 zoning to the annexation area.
- Therefore, the proposed City zoning is RLD-4.
- The Urban Holding – 10 (UH-10) overlay shall be assigned until capital facilities deficiencies are adequately resolved and development standards implementing the Carty Road Subarea Plan have been adopted by Council.

The applicant's narrative is attached. Their intent is to develop the southern parcel, sell the middle parcel which contains an existing single-family home, and retain the northern parcel as an investment.

### IV. Procedure

#### Intent to Annex

On November 1, 2023 the applicant submitted an application for intent to annex for the southern parcel (10.04 acres). On January 11, 2024 Council rejected this intent to annex (Resolution No. 638) on the basis of concerns regarding access to the property and future improvements to NW Carty Road, and to have additional time to consider a potential geographic modification of the annexation area. The applicant filed an updated project narrative responding to Council's concerns on January 27, 2024. On February 8, 2024 Council approved the

Marrett Hills Estates Intent to Annex (Resolution No. 641) with a geographic modification expanding the maximum annexation area to include the middle and northern parcels for a total area of 14.68 acres.

The applicant subsequently submitted the Marrett Hills Estates Petition to Annex to the City, with the proposed annexation area covering all three parcels and the adjacent Carty Road right-of-way.

Direct petition (60% petition) method for owner-initiated annexation.

The direct petition method of annexation (RCW 35A.14.120-150) requires that owners of 60% or more of the land value of the proposed annexation area must sign the Petition to Annex. Road values are not included in this calculation. Beth Garrett, an authorized representative of the property owner (Marrett Holdings LLC), signed the Petition to Annex. Marrett Holdings LLC owns 100 percent of the land value of the property proposed for annexation, exceeding the 60% threshold of the Petition to Annex.

Certification of sufficiency.

The Clark County Assessor reviewed the declaration of petition to annex, survey, and legal description and found these documents to be sufficient per an email to staff dated April 17, 2024. Issuance of a signed certification of sufficiency will be required before Council may approve the annexation.

Council hearing.

Council will hold a public hearing and first ordinance reading for the Marrett Hills Estates Petition to Annex on April 25, 2024.

Remaining steps.

- Second ordinance reading: City Council shall hold a second reading and vote to determine whether the city will adopt the Petition to Annex. The second reading is scheduled for May 9, 2024.
- Ordinances: The city shall adopt an ordinance annexing certain lands, adopt a zoning ordinance for the annexed area, and forward the ordinance(s) to the Clark County Assessor's Office, State Department of Revenue, State Department of Commerce, and State Office of Financial Management.
- Census: The City Clerk shall report population increases to census reporting agencies.

Motion.

None. Public hearing and first ordinance reading only.



March 9, 2024

PETITION TO ANNEX INTRODUCTORY LETTER

RE: PARCEL ID #'S, 216701000, 215606000 AND 216698000

Marrett Holdings, LLC purchased these 3 parcels in mid 2023 with the intent to annex into the City. We rehabbed the house on the middle piece and proceeded with Legal Lot Determinations and Boundary Line Adjustments to get the current configuration – per conversation with City staff and neighboring developer and civil contractor regarding access and utilities. We were under the impression from these discussions that access to our back piece would be feasible from the neighboring “Sanderling” subdivision that is under way – at the time they get to Phase 5.

We originally submitted for “intent to Annex” in November, 2023 and were on the docket for December Council meeting, but then got bumped to the January meeting. At the January meeting we were denied due to the time that had lapsed and they had questions / wanted us to annex all 3 pieces. (not just the back 10)

These were the questions that were addressed and represented at the February meeting:

RE: the half width access from Sanderling Park to the South – we had already spoken with City staff as well as representatives of Rotschy and Pahlisch homes, and no one had indicated there would be issues with us abutting or using the existing streets into our property – once their development gets to that point. Therefore, we didn’t see the need to annex additional properties.

RE: concern for improvements to be required on Carty Rd. Being as per above, we didn’t think there was any issues with access from the south – our thought was if the subdivision was NOT ultimately approved, we would develop fewer lots in that case – which shouldn’t trigger Carty Rd. improvements, and we did secure and retain an easement through both other parcels – for access if needed.

RE: the current / future uses of the 2 other parcels – the middle parcel house has been rehabbed and was for sale – however, we had to pull it from the market – due to the annexation denial, if we needed to annex all 3 parcels. Our intention is to put it back on market after annexation is complete. The front 1.4 acre lot we have no current plans other than to retain it as investment. Also, would consider selling to the City for future Carty Rd. improvements – as we understand is on the radar.

In closing – we are agreeable to annex all 3 pieces – we just didn’t believe it to be necessary and was hoping to sell the home earlier, - therefore only applied for the back 10 acre piece. No other reason than that. 😊

We were subsequently approved to “intent to annex” at the February meeting – provided we annex all 3 properties. Which we are currently applying to do so.

Thank you

Beth Garrett

For: Marrett Holdings, LLC

360-600-0556

beth@rgprobuiders.com