



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, May 9, 2024
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

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

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

II. 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.

III. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the April 25, 2024 Meeting**

IV. PRESENTATION

- 1. CREDC Economic Development Update, 2024 - Kirk Johnson, Finance Director, Jennifer Baker, CREDC President**

V. BUSINESS

- 1. Second Reading of Ordinance No. 1420 - Approval for the Issuance of Limited Tax General Obligation (LTGO) Bonds for the Pioneer Widening Project and Tax Increment Area Projects - Kirk Johnson, Finance Director**
- 2. Second Reading of Ordinance No. 1421 - Ridgefield Municipal Code Chapter 5.40 - Special Events - Steve Stuart, City Manager**
- 3. Motion - Approval of Contract with Consor for Project Number P21005-2: Pioneer**

Widening Construction Management - Chuck Green, Public Works Director

- 4. Motion - Contract Amendment with I-5 Overpass Art Project Team (Aphidoidea and Atomic Arts) for Installation of Bird Art on both the I-5/Pioneer Street and Railroad Overpasses - Chuck Green, Public Works Director**

VI. PUBLIC COMMENT

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

VII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

VIII. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: May 9, 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. May 9, 2024 Claims Report

City of Ridgefield

Claims Payment Report

For Approval on:

May 9th, 2024

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ADVANCED ELECTRIC SIGNS	3291	506-24	Public Works	Roundabout Committee Meeting Sign	102.60
ADVANCED ELECTRIC SIGNS Total					102.60
AKS ENGINEERING & FORESTRY LLC	3908	10210-08	Community Development	03.2024 Development Engineering Review Services	3,302.50
AKS ENGINEERING & FORESTRY LLC Total					3,302.50
ANDREW GILL	4023	4023-20240509	Genl Govt/Facilities	Garden Plot Fee Refund - Gill	20.00
ANDREW GILL Total					20.00
BACKWOOD BARK	3944	14011	Public Works	Streets Yard Debris Clean Up	53.90
				Park&Ride Flower Beds Dark Fir	155.23
BACKWOOD BARK Total					209.13
CHUCK GREEN	3889	3889-20240509	Genl Govt/Facilities	APWA Conference Transportation Reimb. - Green	1.52
			Public Works	APWA Conference Transportation Reimb. - Green	5.65
			Community Development	APWA Conference Transportation Reimb. - Green	3.08
CHUCK GREEN Total					10.25
CINTAS CORPORATION NO 2	3497	5207095594	Genl Govt/Facilities	04.2024 First Aid Supplies - PW Ops	34.41
			Public Works	04.2024 First Aid Supplies - PW Ops	561.29
			Community Development	04.2024 First Aid Supplies - PW Ops	71.15
		5207095560	Genl Govt/Facilities	04.2024 First Aid Supplies - RACC	37.35
			Community Development	04.2024 First Aid Supplies - RACC	77.48
		5207754909	Genl Govt/Facilities	PW Shop Electrolyte Packs	13.58
			Public Works	PW Shop Electrolyte Packs	217.34
		5207095584	Genl Govt/Facilities	04.2024 First Aid Supplies - CH	49.73
		5207095522	Public Safety	04.2024 First Aid Supplies - PD	54.06
CINTAS CORPORATION NO 2 Total					1,116.39
CLARK COUNTY	0102	CI062754	Public Works	03.2024 Traffic Signals & ITS Services	398.43
CLARK COUNTY Total					398.43
CLARK COUNTY FIRE DISTRICT #5	0104	12017	Genl Govt/Facilities	Q2.2024 Safety Consortium	54.39
			Public Works	Q2.2024 Safety Consortium	870.61
CLARK COUNTY FIRE DISTRICT #5 Total					925.00
CLARK PUBLIC UTILITIES	3619	28573877	Public Works	Pioneer Extension New Light Service	11,045.50
CLARK PUBLIC UTILITIES Total					11,045.50
CLARK PUBLIC UTILITIES - EPAY	0110	7665-881-8-2024	Public Works	03.2024 S 5th St & S Union Ridge Pkwy	36.75
CLARK PUBLIC UTILITIES - EPAY Total					36.75
CLYDE BURKLE	3916	3916-20240503	Council	City Council Retreat Meals - Burkle	28.00
CLYDE BURKLE Total					28.00
COLUMBIAN PUBLISHING	0116	46794	Genl Govt/Facilities	Commence Eminent Domain Proceeding - 5078 Pioneer St	118.80
		46767	Community Development	Merritt Hills Estate Annexation	108.00
		46802	Genl Govt/Facilities	Invitation to Bid Official Newspaper	30.60
		46754	Public Works	Change of Existing Water Rights	277.20
COLUMBIAN PUBLISHING Total					534.60
CONSOR NORTH AMERICA INC.	3949	W233613WA.00-1	Public Works	03.2024 Water Storage Reservoir East	37,139.14
CONSOR NORTH AMERICA INC. Total					37,139.14
COREY CROWNHART	3997	3997-20240509	Public Works	Parks Foundation of Clark County Mileage - Crownhart	18.09

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COREY CROWNHART Total					18.09
CSD ATTORNEYS AT LAW P.S.	3294	122018	Genl Govt/Facilities	03.2024 Park Laundry	64.00
CSD ATTORNEYS AT LAW P.S. Total					64.00
CT PUBLISHING LLC	3753	118196	Genl Govt/Facilities	Invitation to Bid Official Newspaper	95.70
CT PUBLISHING LLC Total					95.70
DEPARTMENT OF LICENSING - EPAY	0154	RG0001618-2024	Genl Govt/Facilities	CPL Fees	21.00
		RG0001616-2024	Genl Govt/Facilities	CPL Fees	18.00
		0084710491	Public Works	Driving Record - Loucks	15.00
		RG0001620-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001617-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001619-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001615-2024	Genl Govt/Facilities	CPL Fees	18.00
DEPARTMENT OF LICENSING - EPAY Total					126.00
ENCORE ONE LLC	3890	559116	Genl Govt/Facilities	04.2024 Janitorial Services - PW Ops	35.28
				04.2024 Janitorial Services - CH	278.69
			Public Safety	04.2024 Janitorial Services - PD	687.71
				Public Works	04.2024 Janitorial Services - PW Ops
			Community Development	04.2024 Janitorial Services - PW Ops	72.97
				Public Works	04.2024 Janitorial Services - PW Ops
ENCORE ONE LLC Total					1,650.24
EXPRESS SERVICES INC.	4012	30619468	Public Works	04.08.2024-04.14.2024 PWSTW Temp Services - Smith	1,206.00
		30651018	Public Works	04.15.2024-04.21.2024 PWSTW Temp Services - Smith	1,206.00
EXPRESS SERVICES INC. Total					2,412.00
FERGUSON ENTERPRISES INC # 8423	0181	1255349	Public Works	Water Meter Stock	9,111.56
		1255071	Genl Govt/Facilities	OMNI Water Meter	(84.83)
			Public Works	OMNI Water Meter	1,059.93
		2497087	Public Works	Abrams Park Valve Replacement	796.77
		2538465	Genl Govt/Facilities	PWFAC Pliers	3.34
			Public Works	PWFAC Pliers	23.81
				Abrams Park Urnal Kit	69.55
		1254872	Public Works	Water Meter Stock	11,068.81
		1250802-1	Public Works	Water Meter Stock	16,380.34
FERGUSON ENTERPRISES INC # 8423 Total					38,429.28
FORA LANDSCAPE ARCHITECTS P.S.	4001	3442	Public Works	56th & Pioneer Canyon Roundabout Landscape Architecture Support	1,605.00
FORA LANDSCAPE ARCHITECTS P.S. Total					1,605.00
GISI MARKETING GROUP	2811	281203	Public Safety	Business Cards - Marmo/Fokin	159.26
			Community Development	Business Cards - Marmo/Fokin	159.25
GISI MARKETING GROUP Total					318.51
GRAY AND OSBORNE INC	0207	23231.08-4	Community Development	04.2024 Chevron Expansion 6 PLZ-223-0067	1,993.80
		23231.00-9	Community Development	04.2024 On-Call Development Review	243.05
		23231.13-4	Community Development	04.2024 Sanderling Park Phase 4 ENG-23-0111	243.05
		23231.11-5	Community Development	04.2024 Quail Ridge Subdivision	405.08
GRAY AND OSBORNE INC Total					2,884.98
GROUNDWATER SOLUTIONS INC.	2971	00727.001-61	Public Works	03.2024 Hydrological Study	15,206.25
GROUNDWATER SOLUTIONS INC. Total					15,206.25
HD SUPPLY INC.	3886	INV00332536	Public Works	PWUTIL Tubing Kit	347.41

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HD SUPPLY INC.	3886	INV00332536	Public Works	Hach Chlorine Reagent	272.51
HD SUPPLY INC. Total					619.92
HONEY BUCKETS	0223	0554122846	Public Works	04.19.24-05.16.24 Davis Park Port-a-Potty	373.00
HONEY BUCKETS Total					373.00
J2 BLUE PRINT SUPPLY	0243	AR151778	Community Development	04.2024 Plotter Contract	94.65
J2 BLUE PRINT SUPPLY Total					94.65
JENNIFER LINDSAY	3116	3116-20240503	Council	City Council Retreat Meals - Lindsay	28.00
JENNIFER LINDSAY Total					28.00
JUDY CHIPMAN	3757	3757-20240509	Council	02.2024-03.2024 Mileage and Parking Reimb. - Chipman	231.06
		3757-20240503	Council	City Council Retreat Meals - Chipman	28.00
JUDY CHIPMAN Total					259.06
KATIE FAVELA	4024	4024-20240503	Council	City Council Retreat Meals - Favela	28.00
KATIE FAVELA Total					28.00
KILLA BITES INC.	3090	12291	Genl Govt/Facilities	05.2024 1SAT Treats	475.00
KILLA BITES INC. Total					475.00
L.N. CURTIS AND SONS	3075	INV817288	Public Safety	DutyGuard Pullover - Siem	143.20
L.N. CURTIS AND SONS Total					143.20
LEE KNOTTNERUS	1765	1765-20240503	Human Resources	City Council Retreat Meals - Knottnerus	11.20
			Administration	City Council Retreat Meals - Knottnerus	16.80
LEE KNOTTNERUS Total					28.00
LEE WELLS	1068	1068-20240503	Council	City Council Retreat Meals - Wells	28.00
LEE WELLS Total					28.00
LES SCHWAB GROUP HOLDINGS LLC	4006	43700010121	Public Safety	2016 Ford Interceptor 59463D - Tires Installation	221.70
		43700009151	Public Works	PWSTW Cargomate Enclosed Trailer - Tires	699.86
			Community Development	PWSTW Cargomate Enclosed Trailer - Tires	69.22
LES SCHWAB GROUP HOLDINGS LLC Total					990.78
LIEBRE NORTE LLC	4022	000002	Genl Govt/Facilities	02.2024 1SAT Token Reimbursement	270.00
LIEBRE NORTE LLC Total					270.00
LUXE LOCKS EXTENSIONS LLC	4020	503436282	Genl Govt/Facilities	Business License Refund - 503436282	50.00
LUXE LOCKS EXTENSIONS LLC Total					50.00
MARTA L. OCHOA-RUTHERFORD	3396	608	Judicial	04.11.2024 Interpreting Services	65.00
		610	Judicial	04.18.2024 Interpreting Services	65.00
MARTA L. OCHOA-RUTHERFORD Total					130.00
MATT COLE	3882	3882-20240503	Council	City Council Retreat Meals - Cole	28.00
MATT COLE Total					28.00
MEGAN DEMOSS	3480	3480-20240509	Administration	GSM Conference Airfare & Hotel - DeMoss	1,109.81
MEGAN DEMOSS Total					1,109.81
MINERT AND ASSOCIATES INC.	0981	331443	Genl Govt/Facilities	Supervisor Training - Thamert/Sampson/Melroy/Green	18.58
			Public Works	Supervisor Training - Thamert/Sampson/Melroy/Green	303.01
			Community Development	Supervisor Training - Thamert/Sampson/Melroy/Green	38.41
MINERT AND ASSOCIATES INC. Total					360.00
MINUTEMAN PRESS (NORTH)	3278	10911	Council	Name Badge - Katie Favela	25.96
MINUTEMAN PRESS (NORTH) Total					25.96
Monk Natalie	UB*00994	(blank)	Genl Govt/Facilities	Refund Check 013300-000 3141 S 3rd Way	2.76
Monk Natalie Total					2.76
NAPA AUTO PARTS	0498	419341	Genl Govt/Facilities	PW Vac Trailer Light	0.13

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NAPA AUTO PARTS	0498	419341	Public Works	PW Vac Trailer Light	2.21
				Pickle Ball Park Asphalt Cleaner	32.35
NAPA AUTO PARTS Total					34.69
NORTHSTAR FORD TRUCK SALES INC	3281	283467	Genl Govt/Facilities	PWFAC 2021 Ford f150 72006D - Oil Change & Inspection	8.91
			Public Works	PWFAC 2021 Ford f150 72006D - Oil Change & Inspection	63.69
NORTHSTAR FORD TRUCK SALES INC Total					72.60
NORTHSTAR CHEMICAL INC.	1019	279323	Public Works	Sodium Hypochlorite	1,371.80
NORTHSTAR CHEMICAL INC. Total					1,371.80
ON-HOLD CONCEPTS INC	2217	635112	Information Technology	05.2024 On Hold Music Services	24.95
ON-HOLD CONCEPTS INC Total					24.95
OTAK INC.	1787	000032400500	Community Development	03.2024 Commercial Project Magement	675.00
OTAK INC. Total					675.00
PACIFIC OFFICE AUTOMATION - LEASE	1564	82409535	Genl Govt/Facilities	05.2024 Copier Lease - PW Ops	24.90
			Public Works	05.2024 Copier Lease - PW Ops	406.06
			Community Development	05.2024 Copier Lease - PW Ops	51.48
PACIFIC OFFICE AUTOMATION - LEASE Total					482.44
PLATT ELECTRIC SUPPLY	0766	5C55551	Genl Govt/Facilities	PW Ops Light Bulbs	6.65
			Public Works	PW Ops Light Bulbs	108.55
			Community Development	PW Ops Light Bulbs	13.76
		5C83979	Genl Govt/Facilities	PW Ops Fluorescent Light Bulbs	9.49
			Public Works	PW Ops Fluorescent Light Bulbs	155.09
			Community Development	PW Ops Fluorescent Light Bulbs	19.66
		5C62049	Genl Govt/Facilities	PW Ops Tube Light Bulbs	2.27
			Public Works	PW Ops Tube Light Bulbs	37.08
				Abrams Park Tube Light Bulbs	22.02
			Community Development	PW Ops Tube Light Bulbs	4.70
PLATT ELECTRIC SUPPLY Total					379.27
POSTMASTER	0348	0348-20240509	Genl Govt/Facilities	Postage Replenishment - The Ridge Newsletter 2024 Edition #2	2,286.89
POSTMASTER Total					2,286.89
PRAETORIAN DIGITAL	3484	INVPRA11234861	Genl Govt/Facilities	06.01.2024-05.31.2025 PoliceOne Academy Renewal	(127.67)
			Public Safety	06.01.2024-05.31.2025 PoliceOne Academy Renewal	1,595.11
PRAETORIAN DIGITAL Total					1,467.44
PUBLIC SAFETY TESTING	0354	PSTI24-135	Public Safety	Background Checks & Investigation Reports	2,924.50
PUBLIC SAFETY TESTING Total					2,924.50
RONALD ONSLOW	930	0930-20240503	Council	City Council Retreat Meals - Onslow	28.00
RONALD ONSLOW Total					28.00
STARK STREET WEST INC.	3874	1102512	Public Works	Parks Mower Attachment	2,744.65
STARK STREET WEST INC. Total					2,744.65
STERLING TALENT INC.	4017	4017-20240509	Genl Govt/Facilities	2024 Big Paddle Music Performance - Deposit	900.00
STERLING TALENT INC. Total					900.00
STEVE STUART	2075	2075-20240503	Executive	City Council Retreat Meals - Stuart	28.00
STEVE STUART Total					28.00
SUSAN MURTEN	4021	4021-20240509	Genl Govt/Facilities	Garden Plot Fee Refund - Murten	20.00
SUSAN MURTEN Total					20.00
TAC 1 SYSTEMS	1634	SI-014485	Genl Govt/Facilities	Radio Parts	(38.28)
			Public Safety	Radio Parts	478.28

City of Ridgefield

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TAC 1 SYSTEMS Total					440.00		
THE MASTERS TOUCH LLC	1786	P90525	Public Works	04.2024 UB Final Bills - Postage	25.04		
		P90535	Public Works	04.2024 UB Delinquent Notices - Postage	363.26		
		90600	Public Works	04.2024 2nd UB Delinquent Notices	126.27		
		90535	Public Works	04.2024 UB Delinquent Notices	276.30		
		P90600	Public Works	04.2024 2nd UB Delinquent Notices - Postage	188.16		
		90525	Public Works	04.2024 UB Final Bills	87.99		
THE MASTERS TOUCH LLC Total					1,067.02		
THE PARR COMPANY	0964	26693815	Genl Govt/Facilities	PW Ops Trim Paint & Painting Supplies	3.19		
			Public Works	PW Ops Trim Paint & Painting Supplies	52.19		
			Community Development	PW Ops Trim Paint & Painting Supplies	6.62		
		26693574	Public Works	PWSTW/Streets Concrete Mix & Other Supplies	61.69		
THE PARR COMPANY Total					123.69		
TRAFFIC SAFETY SUPPLY	0432	INV069160	Genl Govt/Facilities	Street Signs Replacements	(16.53)		
			Public Works	Street Signs Replacements	206.53		
TRAFFIC SAFETY SUPPLY Total					190.00		
TRI MOUNTAIN INVESTORS LLC	3866	2024-62	Public Safety	05.2024 101 Mill St Lease	33,358.32		
				03.2024 101 Mill St Wastewater	60.89		
TRI MOUNTAIN INVESTORS LLC Total					33,419.21		
Turnbull Julie & Roger	UB*00995	(blank)	Genl Govt/Facilities	Refund Check 009110-000 1515 S 24th Ct	30.03		
Turnbull Julie & Roger Total					30.03		
UNIFIRST CORPORATION	3904	2240094741	Genl Govt/Facilities	04.16.2024 PW Ops Floor Mats	2.73		
				04.16.2024 PWFAC Uniforms	14.78		
				Public Works	04.16.2024 PW Ops Floor Mats	44.51	
				04.16.2024 PWFAC Uniforms	105.66		
						04.16.2024 PWUTIL Uniforms	40.30
						04.16.2024 PWSTW Uniforms	58.50
				Community Development	04.16.2024 PW Ops Floor Mats	5.64	
		2240094737	Genl Govt/Facilities	04.16.2024 Floor Mats - CH	16.46		
		2240097133	Genl Govt/Facilities	04.23.2024 PWFAC Uniforms	12.72		
					04.23.2024 PW Ops Floor Mats	2.73	
				Public Works	04.23.2024 PWFAC Uniforms	91.02	
					04.23.2024 PW Ops Floor Mats	44.52	
					04.23.2024 PWUTIL Uniforms	40.30	
					04.23.2024 PWSTW Uniforms	58.50	
				Community Development	04.23.2024 PW Ops Floor Mats	5.64	
		2240090014	Genl Govt/Facilities	04.02.2024 PW Ops Floor Mats	2.73		
					04.02.2024 PWFAC Uniforms	11.91	
				Public Works	04.02.2024 PW Ops Floor Mats	44.51	
					04.02.2024 PWFAC Uniforms	85.15	
					04.02.2024 PWUTIL Uniforms	40.30	
					04.02.2024 PWSTW Uniforms	58.50	
				Community Development	04.02.2024 PW Ops Floor Mats	5.64	
		2240097130	Genl Govt/Facilities	04.23.2024 Floor Mats - RACC	3.41		
				Community Development	04.23.2024 Floor Mats - RACC	7.08	
		2240097131	Genl Govt/Facilities	04.23.2024 Floor Mats - CH	16.46		

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UNIFIRST CORPORATION	3904	2240094738	Public Safety	04.16.2024 Floor Mats - PD	39.52
		2240094736	Genl Govt/Facilities	04.16.2024 Floor Mats - RACC	3.41
			Community Development	04.16.2024 Floor Mats - RACC	7.08
		2240097132	Public Safety	04.23.2024 Floor Mats - PD	39.52
UNIFIRST CORPORATION Total					909.23
W.W.GRAINGER INC.	0206	9084184853	Public Works	Water System Supplies	122.65
W.W.GRAINGER INC. Total					122.65
WA STATE DEPARTMENT OF TRANSPORTATION	0688	RE44JD1385BL023	Public Works	Streets De-Icer	787.50
		RE44JD1385BL024	Public Works	Streets De-Icer	2,583.00
WA STATE DEPARTMENT OF TRANSPORTATION Total					3,370.50
WALKER MACY LLC	3965	P3993.01-4	Public Works	03.2024 Waterfront Park Master Plan	19,239.13
WALKER MACY LLC Total					19,239.13
WAPITI NW LLC	2545	41157	Genl Govt/Facilities	PW 2013 Ford Escape 486200D - Oil Change	17.11
			Public Works	PW 2013 Ford Escape 486200D - Oil Change	279.09
			Community Development	PW 2013 Ford Escape 486200D - Oil Change	35.38
WAPITI NW LLC Total					331.58
WATERSHED ALLIANCE OF SOUTHWEST WASHINGTC	3284	RID-1STQTR2024	Genl Govt/Facilities	Q1.2024 Horns Corner Park Design	7,436.93
WATERSHED ALLIANCE OF SOUTHWEST WASHINGTON Total					7,436.93
WELLWORKS FOR YOU	3414	30334	Human Resources	04.2024 Wellness Program	793.51
WELLWORKS FOR YOU Total					793.51
WESTERN UNITED CIVIL GROUP LLC	3743	23016-6	Public Works	04.2024 S Royle Rd 15th to 5th Way	254,413.63
WESTERN UNITED CIVIL GROUP LLC Total					254,413.63
WOODLAND SAW AND CYCLE INC.	2223	3467	Public Works	Parks/Streets String Trimmer Repair Parts	36.71
		3466	Public Works	Parks Edger Repair	192.37
WOODLAND SAW AND CYCLE INC. Total					229.08
Grand Total					458,278.90

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: May 9, 2024

AGENDA ITEM NAME: Approval of Minutes from the April 25, 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. 04-25-2024



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
APRIL 25, 2024**

Regular Meeting - 5:30 PM

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**

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
Council Member Katie Favela

- 3. Late changes to the agenda**

III. PUBLIC COMMENT

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

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

IV. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

RESULT: (UNANIMOUS)

MOVER:	Council Member Clyde Burkle
SECONDER:	Mayor Pro Tem Jennifer Lindsay
AYES:	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 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**

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.

First reading only.

2. **Motion - Approval of Purchase and Sale Agreement for Property for a Regional Stormwater Facility - Kirk Johnson, Finance Director**

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.

MOTION: MOVED 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.

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

3. Motion - Approval of Purchase and Sale Agreement for Property Located at 211 N Main Ave - Kirk Johnson, Finance Director

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.

MOTION: MOVED 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.

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

4. Motion - Approval of Abrams Park Master Plan - Corey Crownhart, Park Manager

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.

Master plan concepts are presented and discussed.

MOTION: MOVED TO SELECT PLAN A WITH CONSIDERATIONS THAT WERE DISCUSSION BY COUNCIL (NATURE PATCHES, WAIT FOR FIELD CONFIGURATION, NO INCLUSION OF A TRAIL HEAD AT MAYOR'S MEADOW, COVERED PLAYGROUND).

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

MOTION: MOVE FORWARD TO SUBMIT GRANT APPLICATION FOR ACTIVE AMINITIES IMPROVEMENT FUNDING.

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

5. Motion - Approval to Submit Grant Applications - Kirk Johnson, Finance Director

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.

MOTION: MOVED TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO SUBMIT GRANT APPLICATIONS FOR THE PROPOSED GRANTS.

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

6. First Reading of Ordinance No. 1421 - Ridgefield Municipal Code Chapter 5.40 - Special Events - Lee Knottnerus, Deputy City Manager

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.

City Council discussion and first reading only.

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

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.

MOTION: MOVED 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.

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

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

The Pioneer Widening and 50th 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 50th Avenue/Discovery Drive arterial, build 50th 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.

Mayor Onslow Opened the Public Hearing.

No testimony received.

Mayor Onslow Closed the Public Hearing.

First reading only.

2. Public Hearing and First Reading of Ordinance No. 1423 - Marrett Hills Estates Petition to Annex - Claire Lust, Community Development Director

The Petition to Annex includes three parcels owned by Marrett Holdings, LLC and adjacent Carty Road right-of-way. 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. 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.

Mayor Onslow Opened the Public Hearing.

No testimony was received.

Mayor Onslow Closed the Public Hearing.

MOTION: MOVED TO WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 1423 AS PRESENTED.

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

VII. PUBLIC COMMENT

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

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

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

Council Member Wells - Attended spring clean up day.

Council Member Cole - Expressed disappointment in the school bond failing.

Council Member Chipman - Attended spring clean up day.

Council Member Burkle - Attended green bag food collection day, spring clean up day,

Council Member Favela - Thanked everyone who assisted with the school bond, meetings with City staff, spring clean up day.

Mayor Pro Tem Lindsay - Ride along with dragon boat paddlers and rides along with Office Cobletz and Chief Nohr.

2. Mayor

Attended spring clean up day, ribbon cutting ceremony, participated in take your kids to work day.

3. City Manager

City Manager Steve Stuart - April 30th open house on 35th avenue extension project. Take your kids to work day kudos and thanks to Public Works crew for helping at spring clean up day.

Public Works Director Chuck Green - Public Works project updates provided.

Deputy City Manager Lee Knottnerus - First Saturday updates provided.

Chief Doriot - Thank you for support of drone policy.

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.

9:24PM: Mayor Onslow announced that City Council will enter into Executive Session pursuant to RCW 42.30.140(4)(a), returning to regular session at 9:40PM and no action is anticipated.

Attendees: Mayor, City Council, City Manager Steve Stuart and Deputy City Manager Lee Knottnerus.

9:40PM: City Manager Steve Stuart announced that City Council would be returning to their regular session at 9:45PM.

9:45PM: Mayor Onslow reconvened the meeting and adjourn.

X. ADJOURN

9:45PM

Julie Ferriss, City Clerk

Ron Onslow, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: May 9, 2024

AGENDA ITEM NAME: CREDC Economic Development Update, 2024

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

Columbia River Economic Development Council (CREDC) presentation on economic partnership with the City of Ridgefield.

BUDGET/FINANCIAL IMPACTS:

None presentation only

RECOMMENDED ACTION OR MOTION:

STAFF CONTACT: Kirk Johnson, Finance Director, Jennifer Baker, CREDC President

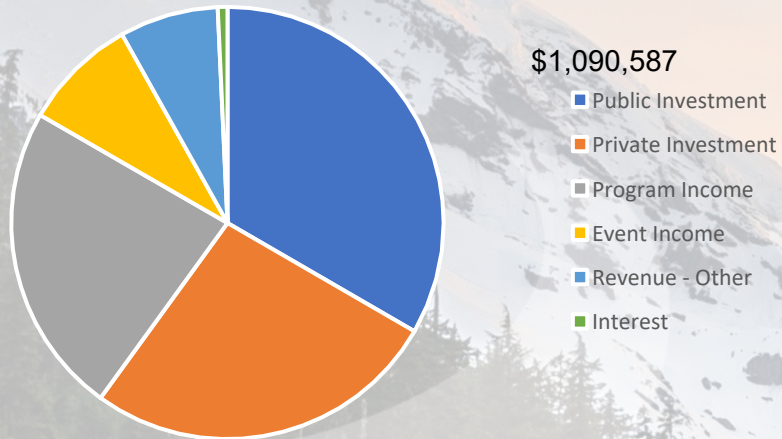
ATTACHMENTS:

1. 2024 Ridgefield City Council Outreach_ JAB

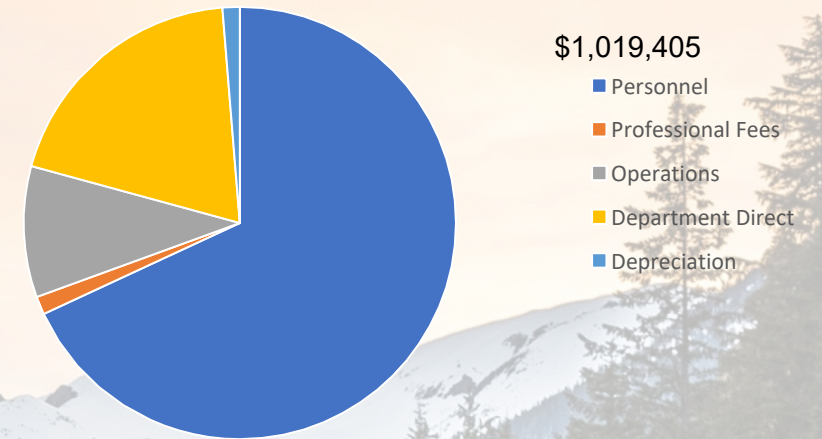
Ridgefield City Council

Budget & Structure

2023 CREDC Total Revenue



2023 CREDC Total Expenses



2023 Wins

Recruitments and Expansions (9)

6 Recruitments (38 Currently Active)

3 Expansions (8 Currently Active)

\$458 million Capital Investment

509 New and Retained Jobs

446,000 Square Feet Subscribed

	CapEx	Jobs	Wins
3-Year Total	\$1.35 billion	3,481	33

Business Services

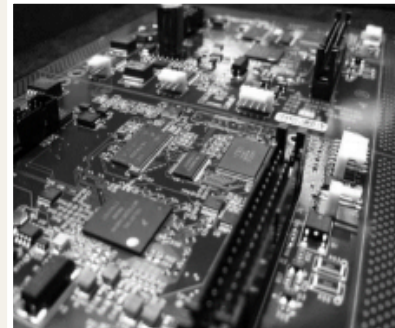
- Existing Business Visits & Consultation
- Public – Private Sector Intermediary
- Site Selection - Market Research
- Utilities Infrastructure Assessments
- Workforce Projections
- Outbound Attraction - Confidentiality
- Public Works Vendor Capacity Building
- Advocacy – Letters of Support

Strategic Sectors

Tech-Enhanced
Production



Clean Tech ▶



◀ Computers &
Electronics



▲ Life Sciences

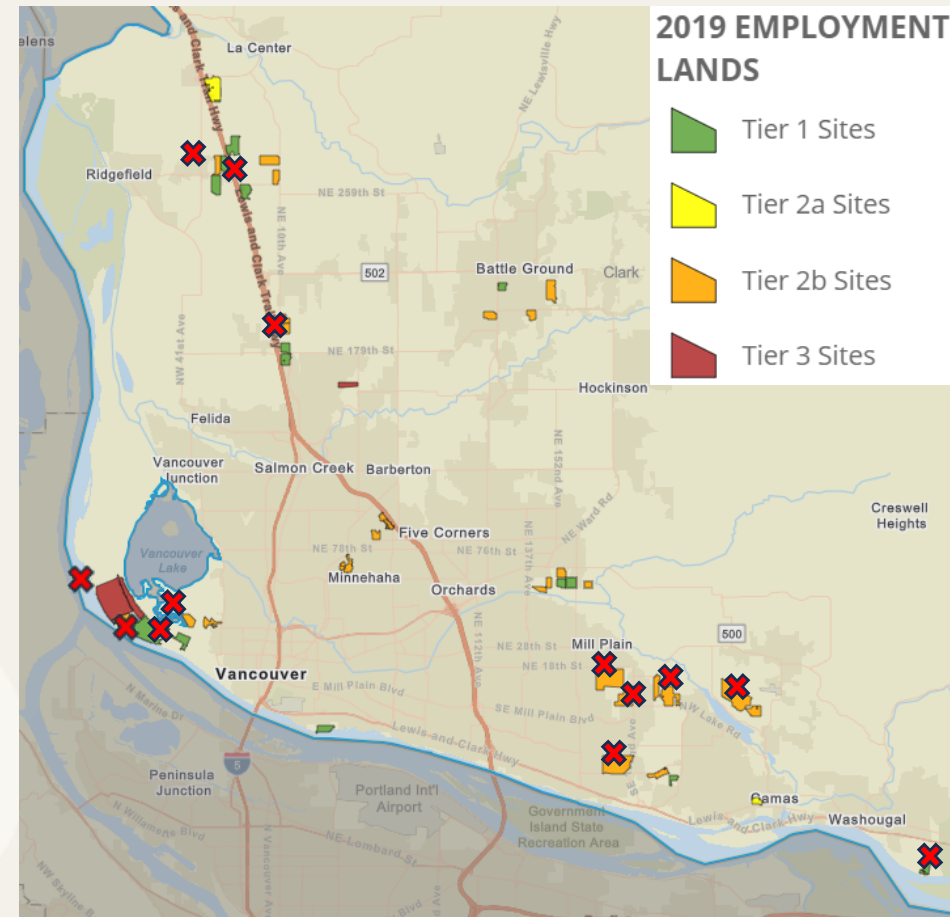


◀ Software

Local Landscape



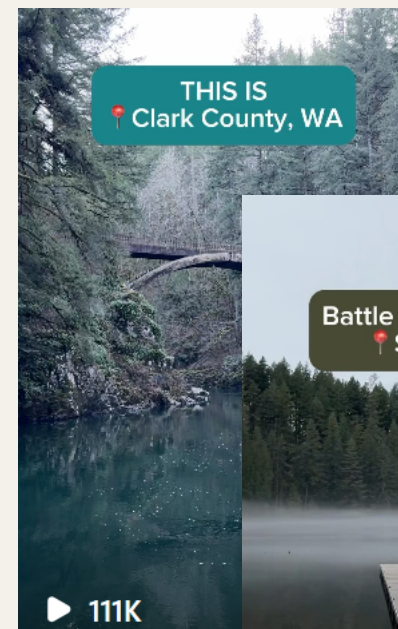
2019 L4J Study



CREDC Markets the Region



Attract Top Talent
1,032,376 views in the
last 10 weeks!



CREDC Driving Data-Informed Decisions

- Growth Trajectories
- Tax Revenue Base - Balance
- Land Use
- Utilities
- Transportation
- Workforce

UGA	April 1, 2023 Population Estimate	2023 to 2045 VBLM Population Allocation	2045 Population Estimate
Battle Ground	24,444	12,774	37,217
Camas	29,352	7,729	37,080
LaCenter	4,462	3,884	8,346
Ridgefield	16,574	10,656	27,230

Contact Information:

Jen Baker
CREDC CEO
jbaker@credc.org

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: May 9, 2024

AGENDA ITEM NAME: Second Reading of Ordinance No. 1420 - Approval for the Issuance of Limited Tax General Obligation (LTGO) Bonds for the Pioneer Widening Project and Tax Increment Area Projects

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 will include the acquisition of land for a regional stormwater facility included on the Tax Increment Area project list. The final project includes land acquisition of up to \$2 million for Clark Cowlitz Fire Rescue that was mutually agreed to as mitigation during the final adoption of the Tax Increment Financing plan.

The issuance of the LTGO bonds is estimated to be approximately \$31 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 approximately \$58 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 \$58 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:

If the Council chooses to adopt Ordinance No. 1420, the motion would be:

"I move to adopt Ordinance No. 1420 - Approval for the Issuance of Limited Tax General Obligation (LTGO) Bonds for the Pioneer Widening Project and Tax Increment Area Projects as presented."

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: May 9, 2024

AGENDA ITEM NAME: Second 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:

RMC 5.40 Special Events	Clarification
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.
RMC 5.40 Special Events	NEW Language
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 a specific insurance form.

5.40.080	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.
RMC 8.18 Park Rules	Clarification and NEW Language
8.18.110 (A) 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:

If the Council chooses to adopt Ordinance No. 1421, the motion would be:

"I move to adopt Ordinance No. 1421 as presented."

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

1. Chapter_5.40___SPECIAL_EVENTS (1)
2. 8.18.110___Special_event_permit_procedures. (1)

ORDINANCE NO.

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 9th DAY OF MAY, 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 REGULATIONS¹

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.~~

¹Editor'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.

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- 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: May 9, 2024

AGENDA ITEM NAME: Motion - Approval of Contract with Consor for Project Number P21005-2:
Pioneer Widening Construction Management

GOVERNING LEGISLATION

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

PREVIOUS COUNCIL ACTION TAKEN:

Capital Budget 2024
LTGO Bond Issuance Authorization (Pending)

SUMMARY/BACKGROUND:

The City of Ridgefield is preparing for one of its largest projects ever, the Pioneer Widening and 50th Avenue Roundabout Improvement Program. The project will construct roadway widening, joint utility and sanitary sewer improvements along Pioneer Street from east of Royle Road to 56th Avenue, a roundabout at Pioneer and 50th Avenue, 50th Avenue from Pioneer to Pioneer Canyon Drive, Pioneer Canyon Drive from 50th Avenue to Union Ridge Town Center/Costco.

The project will have accelerated completion schedules for various phases to accommodate the planned opening of Costco and In-and-Out Burger, among other commercial projects. There are complex components which involve fish-passage culverts, a new fish passage channel, and road widening along Pioneer Street to complete it as a four-lane corridor from west of Royle Road to I-5.

The new roundabout at Pioneer Street and 50th Avenue/Discovery Drive will be built in stages while keeping traffic moving along the corridor. Utilities will be combined into a joint utility trench. Underground water and sewer mains are also included. Other improvements include illumination, culverts and/or small bridges, a storm pond and retaining walls.

Multi-use bicycle and pedestrian pathways will be built alongside both Pioneer Street and 50th Avenue/Pioneer Canyon Drive. New Rectangular Rapid Flashing Beacons will be installed at the new roundabout, the existing 56th Place roundabout at Pioneer Street, and at a crossing near the new 53rd Place.

The construction management and inspection services work will consist of overseeing project tasks and coordination with City of Ridgefield, Clark Regional Wastewater District (CRWWD) and Washington State Department of Transportation (WSDOT) representatives to manage the scope, schedule and budget for the construction phase of the project. Also included will be special testing and inspection

services.

The City opened a Request for Qualifications process on March 8, 2024 seeking a consultant for these services. The process was closed on March 28 with submittals received from three teams:

- Consor with PBS
- RS&H with Otak
- DOWL.

Each submittal was reviewed on the basis of the following criteria:

- Firm Profile (15 weighted factor)
- Professional Qualifications and Expertise of Key Personnel (15 weighted factor)
- Recent Experience with Similar Projects (20 weighted factor)
- Ability to Provide Staffing for Projects with Extremely Aggressive Construction Schedules (20 weighted factor)
- Project Approach and Understanding of Project Needs (20 weighted factor)
- References – up to three (10 points).

Because the separation of the three teams were just a few points after the submittal round, all three teams were interviewed. After the interview round, a composite score of the submittals and interviews resulted in Consor being the highest rated consultant. City staff negotiated with Consor which resulted in the scope and fee proposal for the contract award for consideration by Council. It should be noted the evaluation committee recognized that the key personnel team on the Consor team are currently engaged with the Royle North project between S 15th Street and S 5th Way. The Consor team provided a transition plan between the Royle North project and mobilization for the Pioneer Widening project that assuaged the availability concerns of the evaluation committee.

The negotiated scope and fee are attached. The main consultant tasks will be:

- Task 1 - Project Management and Contract Administration
- Task 2 – Construction Contract Administration and Closeout
- Task 3 – Construction Inspection
- Task 4 – CRWWD Sewer Line
- Task 5 -- Testing and Special Inspection Services During Construction
- Task 6 – Contingency/Night Shift Construction.

The total contract cost will not exceed \$1,800,000 including project contingencies.

BUDGET/FINANCIAL IMPACTS:

This work is included in the 2024 Capital budget for this project. The project is being financed by a Limited Tax General Obligation Bond to be paid back by proceeds from the Tax Increment Finance Area approved in 2023.

RECOMMENDED ACTION OR MOTION:

Council action is requested to award this contract.

A suggested motion is "I move to award the contract for the Pioneer Widening and 50th Avenue Roundabout Construction Management Services to Consor in an amount not to exceed \$1,800,000, which includes project contingencies."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Consor Pioneer Scope 2024.05.01 (C240750WA)
2. Consor Pioneer Fee 2024.05.01 (C240750WA)

SCOPE OF WORK

P21005-2: Pioneer Widening CONSTRUCTION MANAGEMENT & INSPECTION SERVICES CITY OF RIDGEFIELD

Project Background

The City of Ridgefield is initiating a project that will widen Pioneer Street to a four-lane section, including a shared-use path and center planting strip from Discovery Ridge (Rosauers) to the 56th Place Roundabout, construction of a new roundabout at 50th Avenue, new 50th Avenue road section, and a short leg of Pioneer Canyon Drive at 50th Avenue. The project will install five new stream crossings to improve fish passage and upgrade the existing storm, water, and sewer systems. In addition, the existing overhead utilities along Pioneer Street will be relocated and consolidated into a joint utility trench (JUT). At the completion of this project, the City will have a modern roadway from S. 39th Drive to I-5 that will improve safety for all users.

Construction contractor bids are anticipated in May 2024 with construction starting in June 2024. The City is contracting with Consor North America, Inc. (Consultant) to provide construction management and inspection services for the construction phase of the project.

Project Summary

Consultant will perform project management, contract administration, construction management, construction inspection, and testing and special inspection for the Project.

Project Assumptions

Pre-Construction phase services are anticipated to begin in May 2024. Construction phase services are anticipated to begin in June 2024. For budgeting purposes, an active construction duration of June 2024 through June 2025 has been assumed. It is anticipated that the Contractor will work two shifts from mid-June 2024 to mid-September 2024 and a single day shift between mid-September 2024 through June 2025.

Scope of Services

Consultant is proposing to perform the following services in relation to the City's P21005 – Pioneer Widening Project.

Task 1 - Project Management and Contract Administration

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Subtask 1.1 Project Coordination

- Perform general administration and project management throughout the construction phase to ensure successful completion of all tasks and elements of the Project within the established scope, schedule, and budget.
- Proactively track progress of project work completed against schedule & budget.
- Inform the City of any anticipated challenges during the construction phase as they may arise and develop solutions together.

Subtask 1.2 Invoices/Status Reporting

- Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.
- Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

Subtask 1.2 Assumptions

- Assume fifteen (15) monthly invoices and status reports.

Subtask 1.2 Deliverables

- Consultant will deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month
 - Issues encountered, and actions taken for their resolution
 - Potential impacts to submittal dates, budget shortfalls, or optional services
 - Construction schedule updates
 - Issues requiring project team action

Subtask 1.3 Project Safety Plan and SBE participation plan

Prepare a project specific safety plan for Consultant employees, to be used in conjunction with safety plans provided by the construction contractor.

Subtask 1.3 Deliverables

- Copy of project specific safety plan

Task 2 – Construction Contract Administration and Closeout

Objective

Oversee construction phase activities as first point of contact for construction contractor. Coordinate with City staff and design team. Lead all project meetings and monitor project budget and schedule, quantities and quality of materials, and verify conformance with contract documents.

Subtask 2.1 Pre-Construction Phase Services

Provide assistance to the City for construction contractor procurement and during the pre-construction phase. Consultant will perform the following tasks:

1. Attend construction contractor pre-bid meeting with up to two (2) consultant team members.
2. Review bid tabulations and provide recommendation to award to City. Assist City in any contractor related discussions leading up to contractor Notice to Proceed (NTP).
3. Attend and participate in the Pre-Construction Meeting with up to four (4) consultant team members in attendance. Prepare meeting agenda, run meeting, and issue meeting summary.

Subtask 2.1 Assumptions

- Two (2) consultant staff to attend Contractor Pre-Bid Meeting.
- Four (4) consultant staff to attend Pre-Construction Meeting, two (2) in person and two (2) by video conference.

Subtask 2.1 Deliverables

- Meeting agenda and meeting minutes

Subtask 2.2 Project and Weekly Construction Meetings

Attend and lead project, weekly construction, and utility coordination meetings with up to three (3) consultant team members in attendance. Prepare meeting agenda, run meeting, and issue meeting summary.

Subtask 2.2 Assumptions

- Two (2) consultant staff to attend (Construction Manager and Assistant Construction Manager). Construction Inspector attendance is covered in Task 3 and not included in this subtask. Assume 60 weekly/project meetings during active construction.

Subtask 2.2 Deliverables

- Meeting agenda and meeting minutes

Subtask 2.3 Construction Contract Administration

Provide construction management and administration services to monitor that the project is completed according to the Contract Documents. Perform the following tasks.

1. Coordinate and communicate with City and construction contractor on a regular basis to discuss project issues and status.
2. Issue change orders, including independent cost justifications, and maintain a change order log.
3. Issue field work directives and non-conformance reports.
4. Issue weekly statement of workdays (WSWDs) summarizing the work performed by the contractor and any unworkable days.
5. Assess contractor-submitted baseline schedule, schedule updates, and 3-week look ahead schedules for feasibility and conformance with the Contract.
6. Monitor overall project construction budget.
7. Maintain material quantity and quality documentation, including setting up and maintenance of the Record of Materials (ROM).

Subtask 2.3 Assumptions

- Development of ROM anticipated at 80 hours.
- Assume fifty-six (56) WSWDs.
- Assume ten (10) change orders taking ten (10) hours per change orders to coordinate with City, EOR and contractor and draft change orders.

Subtask 2.3 Deliverables

- Change order documents for City review and approval.
- Field work directives and non-conformance reports
- Quality and quantity documentation
- Record of Materials (ROM)

Subtask 2.4 Monthly Progress Estimates

Track quantities of materials installed monthly on pay note documents and draft progress estimates. Review estimates with the construction contractor prior to finalizing and submitting to the City for payment.

Subtask 2.4 Assumptions

- Fifteen (15) monthly invoices are assumed will be required during active construction and project closeout.

Subtask 2.4 Deliverables

- Quantity tracking spreadsheet
- Monthly progress estimates with recommendation to pay

Subtask 2.5 Shop Drawings, Submittals and RFIs

Prepare and maintain submittal log for approximately 100 submittals and/or shop drawings. Receive, log, distribute, and track submittal reviews and responses for project submittals. Prepare a submittal and documentation matrix for reference by contractor, EOR and construction management team. Prepare and maintain RFI log for 50 RFIs. Receive, log, distribute, and track RFIs and respond to construction contractor.

Subtask 2.5 Assumptions

- 100 shop drawings and submittals are assumed, with an average of two (2) hours per submittal. Assume 10 additional re-submittals.
- 50 RFIs are assumed, with an average of one (1) hour per RFI.

Subtask 2.5 Deliverables

- Updated Submittal Log
- Reviewed submittals and shop drawings returned to construction contractor
- Updated RFI Log
- Reviewed RFI responses to construction contractor

Subtask 2.6 Labor Compliance

Support the City with labor compliance monitoring including the following tasks.

1. Track and file statements of intent to pay prevailing wages (Intent).
2. Review and approve Request to Sublets (RTS).

Subtask 2.6 Assumptions

- 50 Request to Sublets are assumed, with an average of one and half (1.5) hours per request.
- The City will perform the following tasks:
 - Collect and review certified payroll and work with contractor and subcontractors to resolve deficiencies.
 - Verify, track and file affidavit of paid wages (Affidavit).

Subtask 2.6 Deliverables

- Requests to Sublets filed
- Intents filed

Subtask 2.7 Project Closeout

Consultant will lead the close-out phase to document completion of the project and adherence to City requirements. Consultant will provide complete project files to the City and perform the following duties to assist with project close-out.

Substantial Completion/Punch List: Upon substantial completion of work, Construction Inspector will provide punch list of any outstanding items and coordinate completion with contractor.

As-Built Drawings: Construction Inspector will confirm that the contractor is maintaining a set of “Record Drawings”

Project Closeout: Transfer project documentation to the City for permanent storage. Provide a thumb drive or other electronic transfer method with all electronic documents and pictures.

Subtask 2.7 Deliverables

- Punch list
- Project Closeout Documents (Project documentation files including Electronic documents and pictures on a thumb drive).

Task 3 – Construction Inspection

Objective

Provide full time construction inspection to observe construction, monitor the work by the construction contractor, and document that the work is in general compliance with the requirements of the Contract Documents. The Construction Inspector is to act as the City’s on-site representative, is responsible for routine interfacing with the construction contractor and stakeholders, and is to observe the construction contractor’s operations and work.

Subtask 3.1 Construction Inspection

The Construction Inspector's activities, in general, will include the following tasks.

1. Attend pre-construction conference, project, and weekly progress meetings.
2. Establish pre-construction site conditions using photo and video log of sites.
3. Observe/inspect the contractor's activities, operations, and work and document the contractor's work is in general compliance with the requirements of the contract documents. Observations will be completed on the standard WSDOT daily report form unless specified differently by the City.
4. Monitor the contractor's progress with respect to planned/scheduled work.
5. Document the contractor's construction activities (preparation of daily reports, photographs, etc.).
6. Create field note records of bid item work performed.
7. Verify and document that traffic control is per accepted traffic control plans when on-site.
8. Keep Construction Manager and City informed of project progress, issues, and developments.
9. Review minor change requests by the contractor.
10. Coordinate, observe, and document material testing and special inspection
11. Utility coordination with stakeholders
12. Track force account labor and equipment/materials; issue force account sheets for additional payment when required.
13. Maintain field construction records and as-built set.
14. Maintain photo log

Subtask 3.1 Assumptions

- Mid-June 2024 to mid-September 2024 (12 Weeks) inspection hours estimated for two (2) inspectors at six (6) days per week totaling 68 hours for each inspector.
- Mid-June 2024 to Mid-September 2024 (12 weeks) inspection hours estimated for PBS Construction Inspector at 15 hours per week.
- Mid-September 2024 through December 2024 (12 Weeks) inspection hours estimated for two (2) inspectors at five (5) days per week totaling 60 hours for each inspector.

- January 2025 through June 2025 (32 Weeks), inspection hours estimated for one (1) inspector at five (5) days per week totaling 45 hours.
- Inspection hours include up to two (2) inspectors attending project meetings.

Subtask 3.1 Deliverables

- Daily progress reports, photos, force account documentation
- Daily on-site contractor and sub-contractors list

Task 4 – Clark Regional Wastewater District (CRWWD) Sewer Line

Objective

Work under this task includes the construction contract administration and the construction inspection with a scope of work as outlined in Tasks 2 and 3, specific to the project’s sewer line upgrades for CRWWD. For budgeting purposes, 30 days have been assumed to install the sewer upgrades.

Subtask 4.1 Construction Contract Administration

As outlined in Task 2.

Subtask 4.1 Assumptions

- Construction Management hours included 0.5 hours per day for 30 days.

Subtask 4.1 Deliverables

- Deliverables under this subtask are included in the deliverables noted in Task 2.

Subtask 4.2 Construction Inspection

As outlined in Task 3.

Subtask 4.2 Assumptions

- Inspection hours included 10 hours per day for 30 days.

Subtask 4.2 Deliverables

- Daily progress will be reported as part of the Inspector’s daily progress report noted in Task 3.
- Photos and force account documentation
- Daily on-site contractor and subcontractors list will be reported as part of the Inspector’s daily progress report noted in Task 3.

Task 5 – Testing and Special Inspection Services During Construction

Objective

Work under this task includes material testing and special inspection services in accordance with Project requirements.

Subtask 5.1 Material Testing and Special Inspections

Consultant will assist the City in developing a quality assurance program. Consultant will provide material testing and special inspection as outlined and at the frequency indicated in the WSDOT LAG Manual.

Subtask 5.1 Assumptions

- Testing level of effort based on assumptions included in Columbia West Engineering's quote (attached).

Subtask 5.1 Deliverables

- Material test and special inspection test reports

Task 6 – Contingent Night Shift Construction Inspection

Objective

Work under this task includes a contingent night shift construction inspection with a scope of work as outlined in Task 3.

Subtask 6.1 Construction Inspection

As outlined in Task 3.

Subtask 6.1 Assumptions

- Contingent night shift, mid-June 2024 to mid-September 2024 (12 Weeks), inspection hours estimated for one (1) inspector at five (5) days a week for a total of 45 hours.

Subtask 6.1 Deliverables

- Daily progress reports, photos, force account documentation
- Daily on-site contractor and sub-contractors list

Proposed Material Testing and Special Inspection Firm

- Columbia West Engineers – Material Testing and Special Inspection

Proposed Project Fee Estimate

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$ 1,800,000. The proposed fee estimate is provided as “Exhibit B.” Fee estimates are based upon Consultant’s approved indirect overhead rates.

Proposed Project Schedule

Pre-Construction phase services are anticipated to begin in May 2024. Construction phase services are anticipated to begin in June 2024. For budgeting purposes, an active construction duration of June 2024 through June 2025 has been assumed. It is anticipated that the Contractor will work two shifts from mid-June 2024 to mid-September 2024 and a single day shift between mid-September 2024 through June 2025.

Exhibit B
P21005-2: Pioneer Widening Construction Management
Consor North America, Inc.
Cost Worksheet

Firm Name: **PRIME**

Classification	Role	Staff	Hours	x	Rate	=	Cost
Professional Engineer VI	Principle Consultant	Ian Machan	31		\$ 104.66	\$	3,244.53
Construction Manager VI	Project/Const Manager	Mark Warren	2106		\$ 69.61	\$	146,597.34
Construction Manager VI	Asst. Const Manager	Grant Youngren	934		\$ 69.61	\$	65,015.16
Inspector IV	Lead Inspector	Richard Hawkins	3040		\$ 46.58	\$	141,588.00
Inspector IV	Inspector	Jose Herrera	1560		\$ 47.59	\$	74,236.50
Inspector IV	Inspector	Mark Damon	540		\$ 47.59	\$	25,697.25
Inspector IV	Inspector	Zach Dugan	0		\$ 40.50	\$	-
Technician IV	Const Admin Lead	Heidi Ramos	876		\$ 43.80	\$	38,369.46
Technician II	Const Admin	Elke Warren	130		\$ 29.36	\$	3,817.13
Administrative III	Project Admin and Invoicin	Ashley Gillis	20		\$ 37.97	\$	759.38
						\$	-
						\$	-
			Total Hours		9237		

Total Direct Labor **\$ 499,324.73**

Overhead & Fee

Overhead Cost @	191.91% of Direct Labor	\$	958,254.09
Fee @	28.9% Direct Labor	\$	144,304.85

Total Direct Labor, Overhead and Fee **\$ 1,601,883.68**

Direct Non-Salary Costs

Automobile		31776.00	\$ 0.67	\$	21,289.92
	Miles		\$/Mi		

Direct Non-Salary Costs Total **\$ 21,289.92**

Prime Subtotal **\$ 1,623,173.60**

Subconsultant Expenses

Columbia West	\$	150,000.00
PBS	\$	26,826.40

Total Subconsultant Expense **\$ 176,826.40**

Total **\$ 1,800,000.00**

PRIME CONSULTANT TOTAL COST

Rounded **\$ 1,800,000**

P21005-2: Pioneer Widening Construction Management
City of Ridgefiled
PROPOSED FEE ESTIMATE

Labor Classification	LABOR CLASSIFICATION (HOURS)										Hours	Labor Cost	Overhead	Fee	Subconsultants		Subconsultant Total	Expenses	Total
	Professional Engineer VI	Construction Manager VI	Construction Manager VI	Inspector IV	Inspector IV	Inspector IV	Inspector III	Technician IV	Technician II	Administrative III					Columbia West	PBS			
	Average Billing Rate Estimated per Classification/Staff Name																		
	\$104.66	\$69.61	\$69.61	\$46.58	\$47.59	\$47.59	\$40.50	\$43.80	\$29.36	\$37.97									
	Ian Machan	Mark Warren	Grant Youngren	HawkinsRI	HerreraJo	DamonMark	DuganZach	RamosHei	WarrenElk	GillisAsh				191.91%	28.90%				
Task 1 - Project Management and Contract Administration																			
Task 1.1 - Project Coordination	30										30	\$ 3,139.86	\$ 6,025.71	\$ 907.42			\$ -	\$ -	\$ 10,073.00
Task 1.2 - Invoices/Status Reporting		15								20	35	\$ 1,803.52	\$ 3,461.13	\$ 521.22			\$ -	\$ -	\$ 5,785.86
Task 1.3 - Project Safety Plan	1	2									3	\$ 243.88	\$ 468.03	\$ 70.48			\$ -	\$ -	\$ 782.39
Task 1 Subtotal	31	17	0	0	0	0	0	0	0	20	68	\$ 5,187.26	\$ 9,954.87	\$ 1,499.12	\$ -	\$ -	\$ -	\$ -	\$ 16,641.25
Task 2 - Construction Contract Administration and Closeout																			
Task 2.1 - Pre-Construction Phase Seivices		24	16	4	4						48	\$ 3,161.03	\$ 6,066.32	\$ 913.54			\$ -	\$ -	\$ 10,140.88
Task 2.2 - Project and Weekly Construction Meetings		240	48								288	\$ 20,047.50	\$ 38,473.16	\$ 5,793.73			\$ -	\$ -	\$ 64,314.38
Task 2.3 - Construction Contract Administration		1465	710					641			2816	\$ 179,476.67	\$ 344,433.68	\$ 51,868.76			\$ -	\$ 4,759.68	\$ 580,538.79
Task 2.4 - Monthly Progress Estimates		120						120			240	\$ 13,609.22	\$ 26,117.44	\$ 3,933.06			\$ -	\$ -	\$ 43,659.72
Task 2.5 - Shop Drawings, Submittals and RFIs		160	160					75			395	\$ 25,560.06	\$ 49,052.30	\$ 7,386.86			\$ -	\$ -	\$ 81,999.22
Task 2.6 - Labor Compliance		25							50		75	\$ 3,208.36	\$ 6,157.16	\$ 927.22			\$ -	\$ -	\$ 10,292.74
Task 2.7 - Project Closeout		40		40				40	80		200	\$ 8,748.41	\$ 16,789.06	\$ 2,528.29			\$ -	\$ -	\$ 28,065.76
Task 2 Subtotal	0	2074	934	44	4	0	0	876	130	0	4062	\$ 253,811.23	\$ 487,089.14	\$ 73,351.45	\$ -	\$ -	\$ -	\$ 4,759.68	\$ 819,011.49
Task 3 - Construction Inspection																			
Task 3.1 - Construction Inspection				2696	1556						4252	\$ 199,612.35	\$ 383,076.06	\$ 57,687.97		\$ 26,826.40	\$ 26,826.40	\$ 16,530.24	\$ 683,733.02
Task 3 Subtotal	0	0	0	2696	1556	0	0	0	0	0	4252	\$ 199,612.35	\$ 383,076.06	\$ 57,687.97	\$ -	\$ 26,826.40	\$ 26,826.40	\$ 16,530.24	\$ 683,733.02
Task 4 - CRWWD Sewer Line																			
Task 4.1 - Construction Contract Administration		15									15	\$ 1,044.14	\$ 2,003.81	\$ 301.76			\$ -	\$ -	\$ 3,349.71
Task 4.2 - Construction Inspection				300							300	\$ 13,972.50	\$ 26,814.62	\$ 4,038.05			\$ -	\$ -	\$ 44,825.18
Task 4 Subtotal	0	15	0	300	0	0	0	0	0	0	315	\$ 15,016.64	\$ 28,818.44	\$ 4,339.81	\$ -	\$ -	\$ -	\$ -	\$ 48,174.88
Task 5 - Testing and Special Inspection Services During Construction																			
Task 5.1 - Material Testing and Special Inspections											0	\$ -	\$ -	\$ -	\$ 150,000.00		\$ 150,000.00	\$ -	\$ 150,000.00
Task 5 Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 150,000.00	\$ -	\$ 150,000.00	\$ -	\$ 150,000.00
Task 6 - Contingency																			
Task 6.1 - Night Shift Contingency						540					540	\$ 25,697.25	\$ 49,315.59	\$ 7,426.51			\$ -	\$ -	\$ 82,439.35
Task 6 Subtotal	0	0	0	0	0	540	0	0	0	0	540	\$ 25,697.25	\$ 49,315.59	\$ 7,426.51	\$ -	\$ -	\$ -	\$ -	\$ 82,439.35
TOTAL - ALL TASKS	31	2106	934	3040	1560	540	0	876	130	20	9237	\$ 499,324.73	\$ 958,254.09	\$ 144,304.85	\$ 150,000.00	\$ 26,826.40	\$ 176,826.40	\$ 21,289.92	\$ 1,800,000.00

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: May 9, 2024

AGENDA ITEM NAME: Motion - Contract Amendment with I-5 Overpass Art Project Team (Aphidoidea and Atomic Arts) for Installation of Bird Art on both the I-5/Pioneer Street and Railroad Overpasses

GOVERNING LEGISLATION

Chapter 35 RCW, Cities and Towns

City Procurement Policy #04: Procurement of Goods and Services

PREVIOUS COUNCIL ACTION TAKEN:

Selection of Artistic Team for the I-5/Pioneer Street Overpass Art

SUMMARY/BACKGROUND:

Planning for art to be added to the Waterfront Railroad Overpass safety fence and to a new fence and screen on the Pioneer Street overpass crossing I-5 began in earnest in 2019, with WSDOT providing \$20,000 for the overpass safety screen design. In 2021, the Cowlitz Tribal Foundation donated \$50,000 to help fund the addition of artwork to the screens on the Pioneer Street Rail Overpass and to the I-5 overpass. A state capital grant was also received around this time to help fund the I-5 overpass fence and screen.

In 2022, the City Council approved the project and its budget, and the City sought out qualified public artists interested in being considered for the project, and able develop a future proposal for the artwork. After review, qualified artists were invited to submit a proposal for art to be attached to screens at both overpasses. The artistic team of Aphidoidea, LLC and Atomic Arts was chosen and contracted to provide this art across both overpasses.

The selected design is called "A Moment in Time" and features sandhill cranes connected to the screens as if they are flying across the length of each overpass. The cranes will extend along the full length of the overpass on both sides, for both overpasses. Planning and design work has been ongoing since late 2022 along with design of the I-5 overpass decorative fence and screen. The art proposal changed from 3-D to 2-D last summer. The artistic contract calls for the artists to fabricate and deliver 76 pieces of bird art pieces to Ridgefield, and install them onto fences in one location. That current contract value is \$97,095.

Since the initial contract was signed with the artistic team and modified in early 2023, the cost of materials has escalated. The original contract assumed delivery of the art and affixing to the overpass fences in one location. However, as the Railroad Overpass fence is now in-place, affixing the art to that overpass will mean that the art installation will be in two different locations (the artist will assemble the art onto the I-5 overpass at a staging area adjacent to that project in conjunction with that contractor).

The contract amendment requested is to add \$5,855 to the artistic contract, increasing the total to

\$102,950. Because this contract value exceeds \$100,000, council action is requested on this item.

It should be noted that for the art installation on the railroad overpass, the city will be responsible for providing traffic control (flagging, shoulder closures and signage) and coordination with the Port and with BNSF railway, either with City crews or contracted resources, to enable the artistic team to do their work. The cost for those services is not included in the artistic contract budget amendment request.

BUDGET/FINANCIAL IMPACTS:

The funding for the art and artistic design services is partially included in the 2024 Capital Budget and art grant. Additional design and installation services including this amendment request will be the subject of a Spring Supplemental Budget request.

RECOMMENDED ACTION OR MOTION:

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

"I move to approve the contract amendment request with Aphidoidea, LLC and Atomic Arts, for an additional amount of \$5,855, and increase the contract to an amount not to exceed \$102,950 for the overpass art."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. AMIT ESTIMATE_REV_2 options 4-8-24.xlsx - Option 2 - art in two locations
2. AMIT FWY OVERPASS 3-11-24
3. AMIT RAIL OVERPASS 3-11-24

PROJECT: A Moment in Time - Option 2

Location: Ridgefield Washington

4/8/24 Revised Proposed Budget: \$102,950

APHIDOIDEA + SAUNDERS

FABRICATE AND INSTALL 78 BIRDS @ 2 LOCATIONS

60-ea at FWY overpass. and 18-ea at Rail overpass

18%	DESIGN DEVELOPMENT / CONSTRUCTION DRWGS	UNIT \$	X HRS	PRICE	NOTES
* 4	Artist fee + Redesign	\$15,000	1	\$15,000	
	Structural Engineering	N/A	1	\$0	Engineering to be provided by the city
	Architectural drawings	\$1,750	1	\$1,750	
	Project Management	\$1,500	1	\$1,500	
	Total Design cost			\$18,250	
17%	CONSTRUCTION MATERIALS	UNIT \$	X	PRICE	
	14 GA sheet metal	\$150	72	\$10,800	cost of metal
	Plasma Consumables	\$40	10	\$400	
	powder coating paint powder	\$15	180	\$2,700	3 colors
	Metal Finishing Consumables	\$600	1	\$600	
	Hardware	\$25	78	\$1,950	6 anchors x bird
	Misc.	\$950	1	\$950	
	Total Material cost			\$17,400	
40%	FABRICATION	UNIT \$	X	PRICE	
	CNC Plasma Cutting of Steel Parts	\$55	72	\$3,960	programming & operator
	Material Handling & Processing	\$120	72	\$8,640	preparation and labeling and prefitting
	Metal finishing	\$95	72	\$6,840	sand blasting and edging of metal pcs.
	Fabricating	\$50	78	\$3,900	assembly and rivetting
	Powder Coating Finishing	\$200	78	\$15,600	3rd party vendor
	Packaging Cratting for Transport	\$25	78	\$1,950	
	Total Fabrication cost			\$40,890	
19%	INSTALLATION			PRICE	
* 2	Labor	\$50.00	200	\$10,000	extra time for installation @ two locations
	Logistics - Airfare, Transportation, & Hotel	\$3,600	1	\$3,600	
* 1	Shipping and Miscellaneous	\$4,400	1	\$4,400	
	Equipment Rental	\$940	1.5	\$1,410	extra time for installation @ two locations
	Total installation cost			\$19,410	
7%	CONTINGENCY /SITE VISITS /SHIPPING /MISC FEES			PRICE	
* 3	Permits	N/A	1		any required permits to be provided by the city
	Site visits	\$0			none schedule prior to installation
	Contingency	\$7,000	1	\$7,000	Reduced due to coordinated installation with GC.
100%	Grand Total Cost			\$102,950	

- Notes:
- 1 Installation must be in coordination with screen contractor at FWY overpass, and with the city of Ridgefield at Rail overpass. Artist cost does not cover MOT fees as artwork to be installed on screen prior to mouting screen on FWY overpass. Staging area for artwork to be provided by city of Ridgefield.
 - 2 This estimate includes installation of art at FWY and RAIL overpass locations. However, logistics, permits, and MOT plans and/or closures to be provided by the city. This estimate assumes installation at both locations to happen concurrently.
 - 3 Permits to be provided by the city of Ridgefield
 - 4 Enginnering to be provided by the city of Ridgefield

GATEWAY ARTWORK

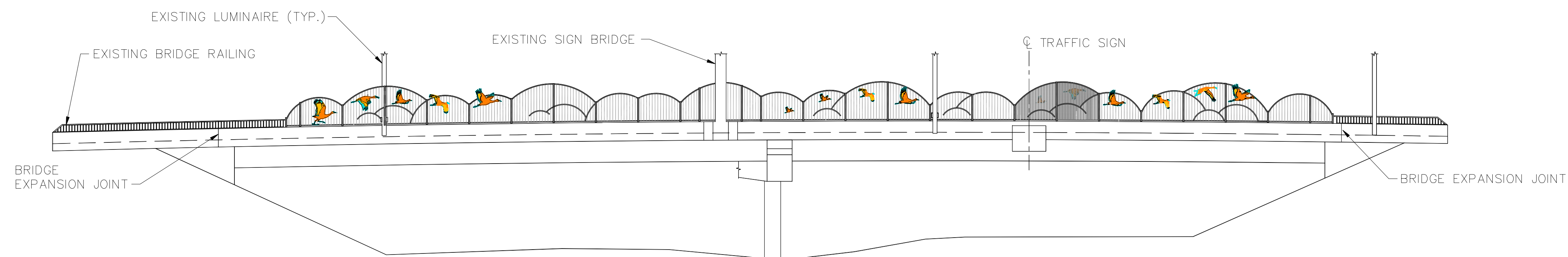
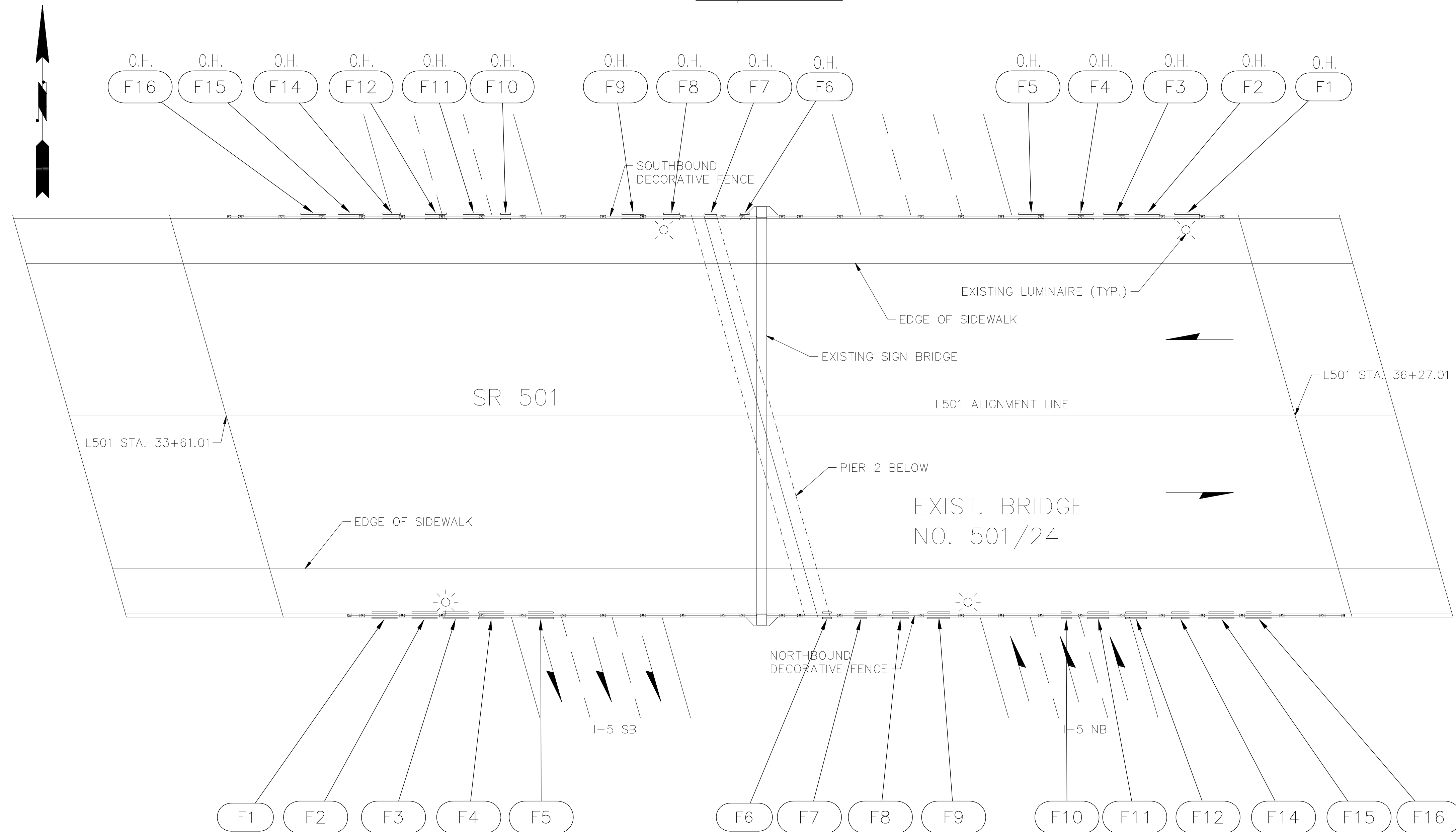
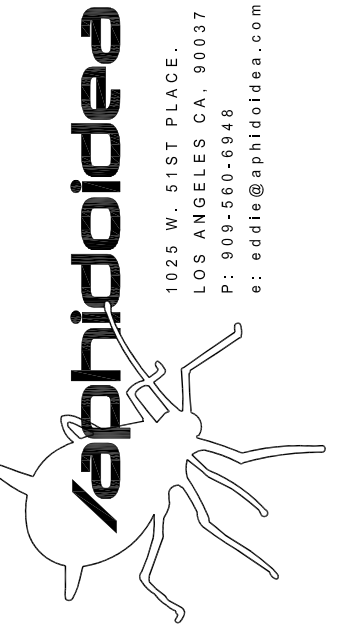
SEC. 21, T.4 N., R.1 E., W.M.

CITY OF RIDGEFIELD

1-5/SR 501

SHEET INDEX

FA-1	SITE PLAN & ELEVATION.
FA-2	ENLARGED ELEVATION
FA-3	ENLARGED DETAILS
FA-4	ENLARGED DETAILS



ELEVATION

SCALE: $\frac{1}{16}" = 1'-0"$

NORTHBOUND SHOWN, SOUTHBOUND SIMILAR

A MOMENT IN TIME
GATEWAY OVERPASS ART INSTALLATIONS
RIDGEFIELD WASHINGTON

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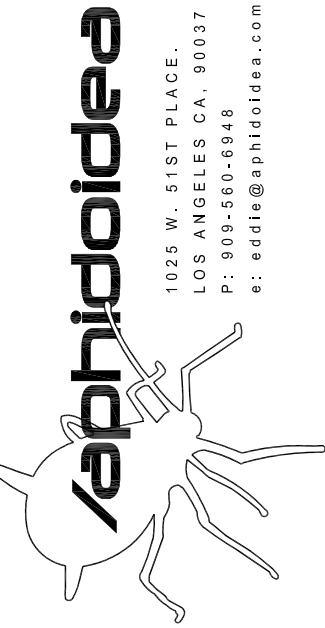
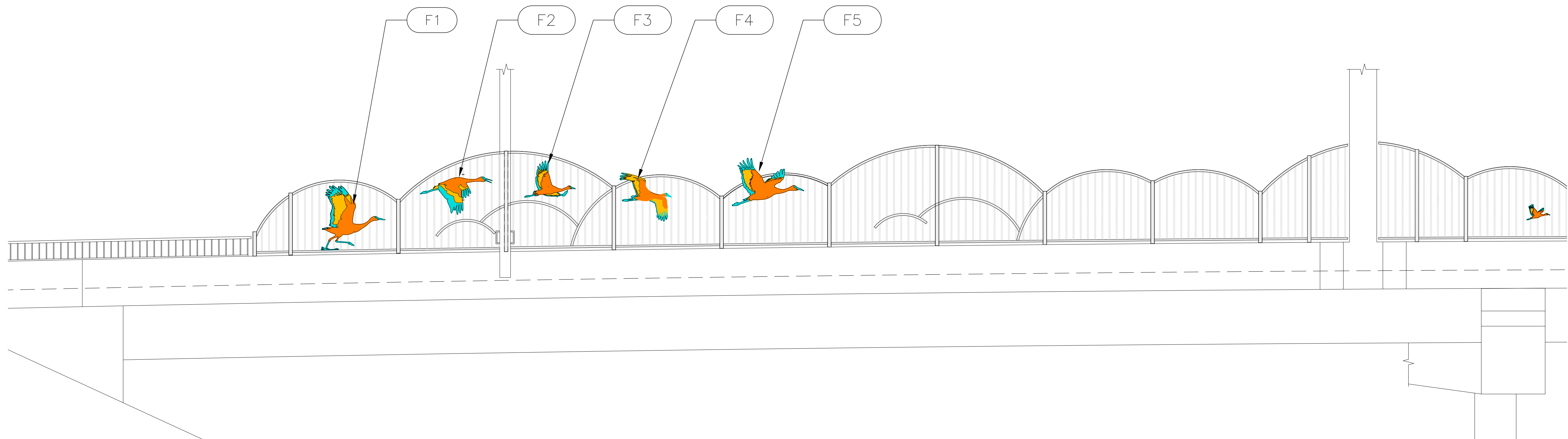
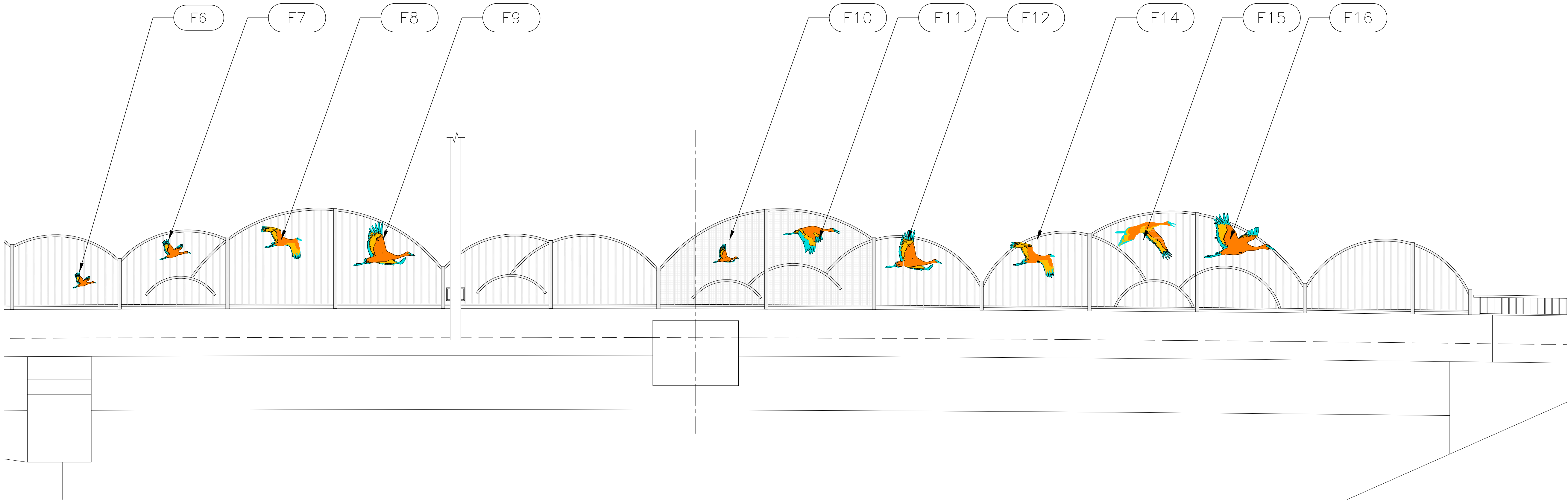
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FWY OVERPASS
ART SCULPTURE
SITEPLAN & ELEV.

Sheel | 116

FA-1

Sheet Number

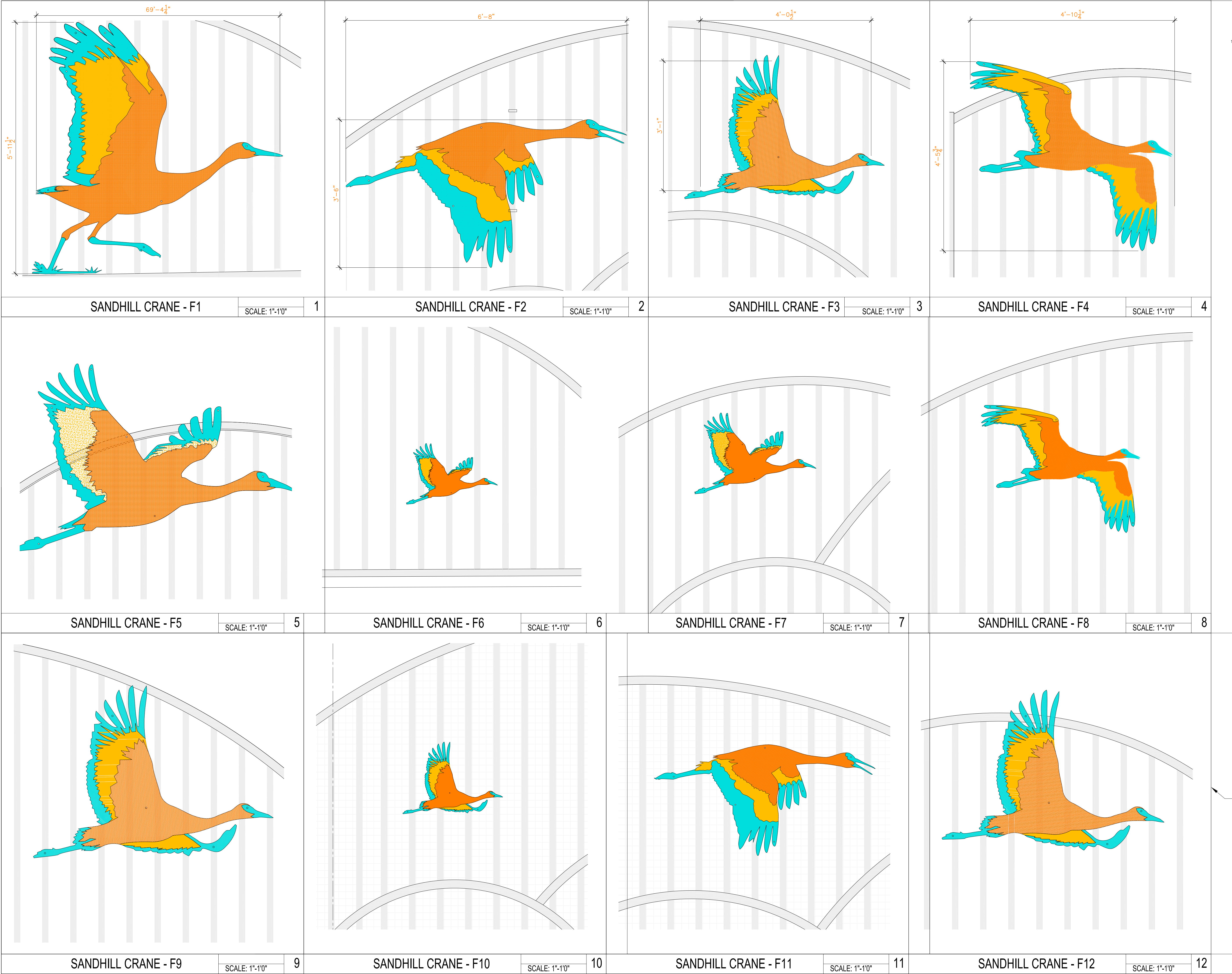


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GATEWAY OVERPASS ART INSTALLATIONS
RIDGEFIELD WASHINGTON

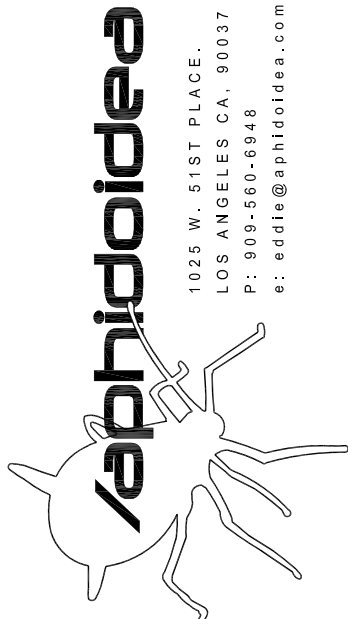
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FA-2



1: Stainless Steel Pipe Clip Hose Clamp



1025 W. 51ST PLACE
CHANDLER, AZ 85037
P: 800-560-5886
E: eddie@aphididea.com

A MOMENT IN TIME
GATEWAY OVERPASS ART INSTALLATIONS
RIDGEFIELD WASHINGTON

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FA-3

100% DESIGN- NOT FOR CONSTRUCTION

Printed on Page 37 of 91



SCALE: 1"=1'0"

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SCALE: 1"-1'0"

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SCALE: 1"=1'0"

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SCALE: 1"-1'0"

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- ARTWORK PLATE

COUPLING ANCHOR
— MIN. 5 EA PER ART PLATE
SEE 8/FA-4

PIPE CLAMP ANCHOR
SEE 7 & 11/FA-4



TYPICAL ART PLATE ANCHORING DETAILS

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SCALE: 1"=1'0"

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SCALE: 1"-1'0"

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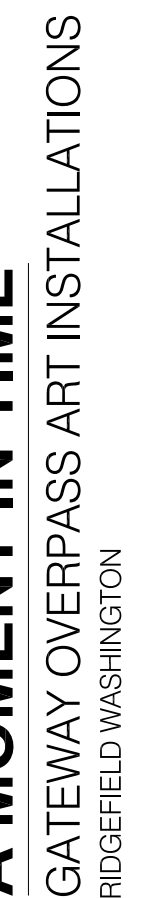
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SCALE: 1"-1'0"

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GATEWAY OVERHILL ASSOCIATE INSTALLATIONS
RIDGEFIELD WASHINGTON

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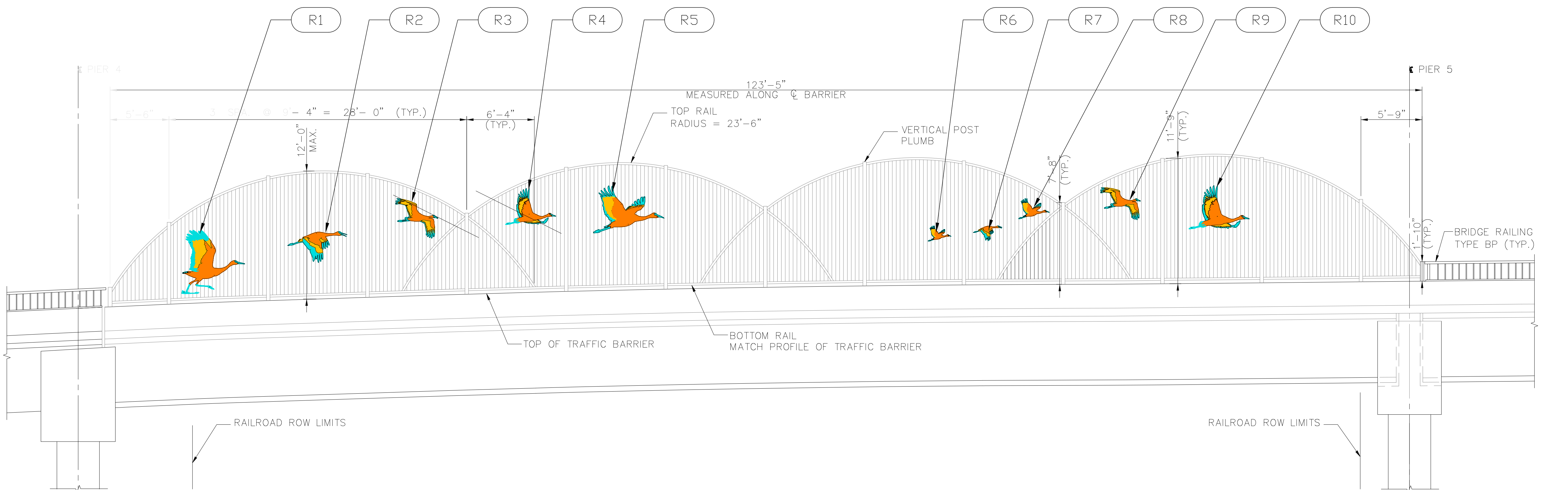
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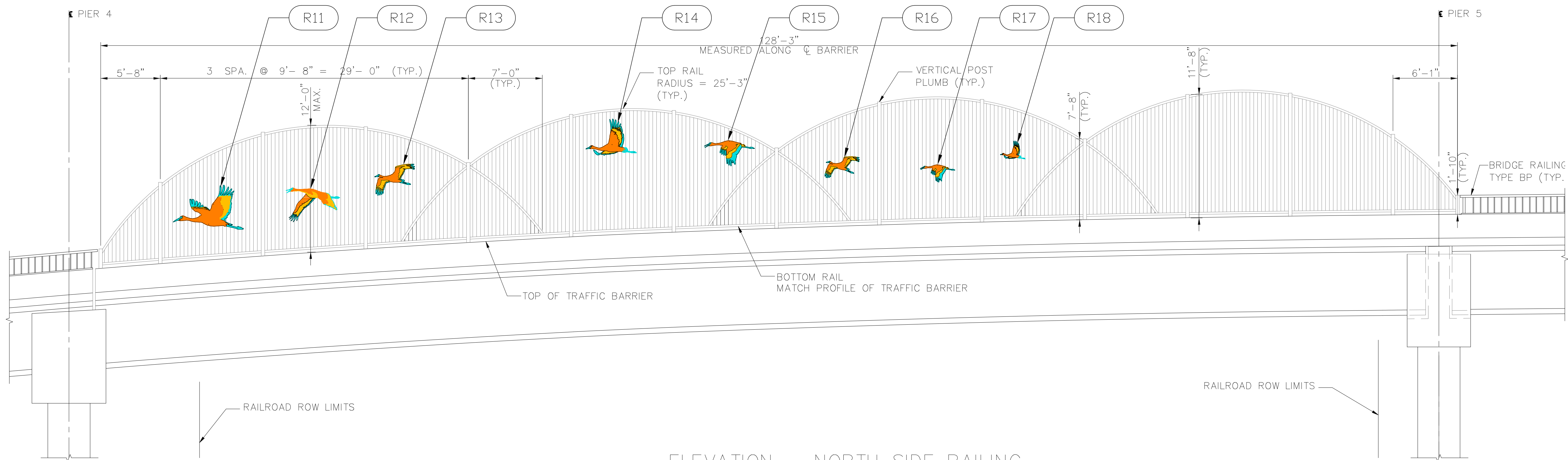
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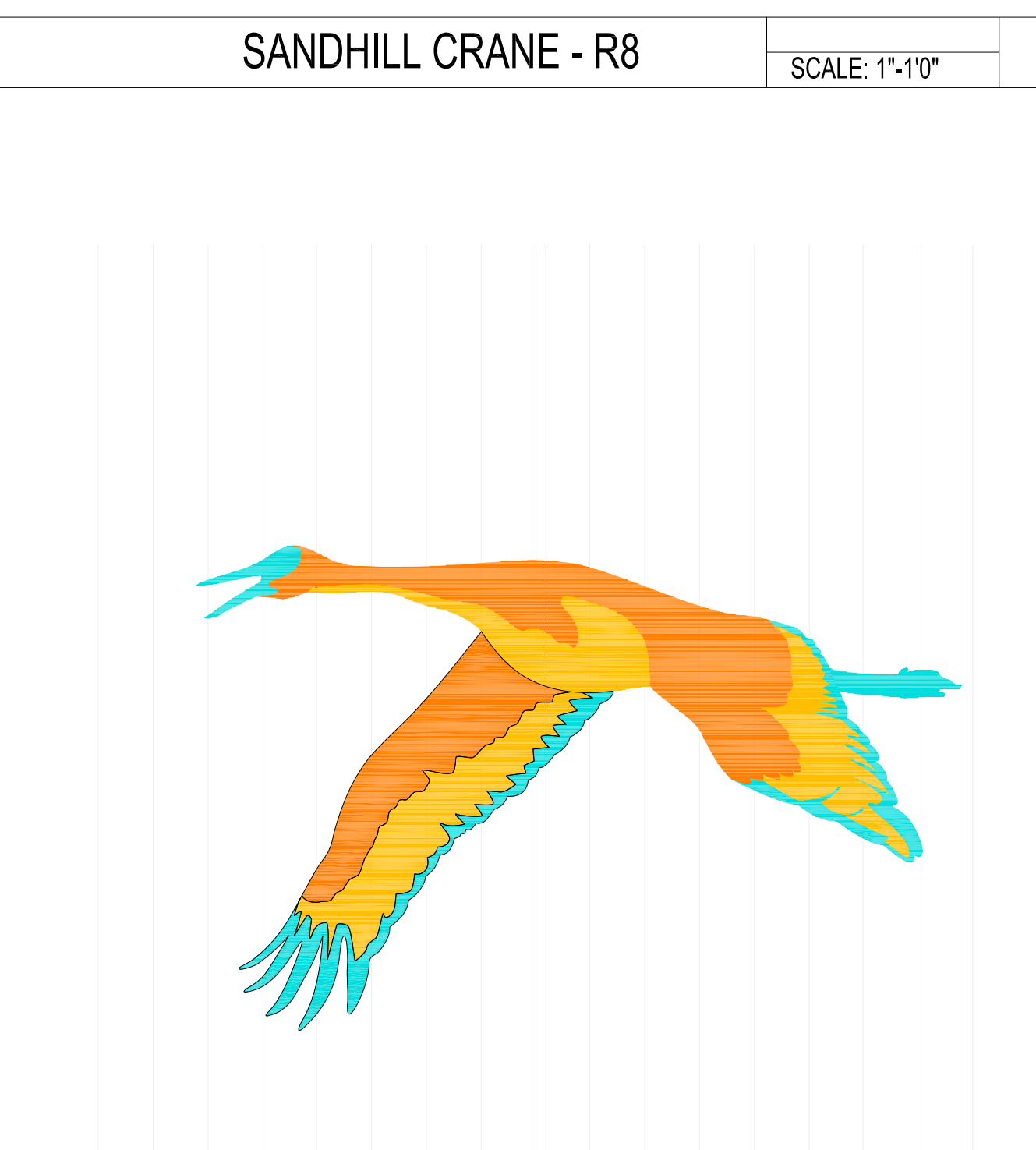
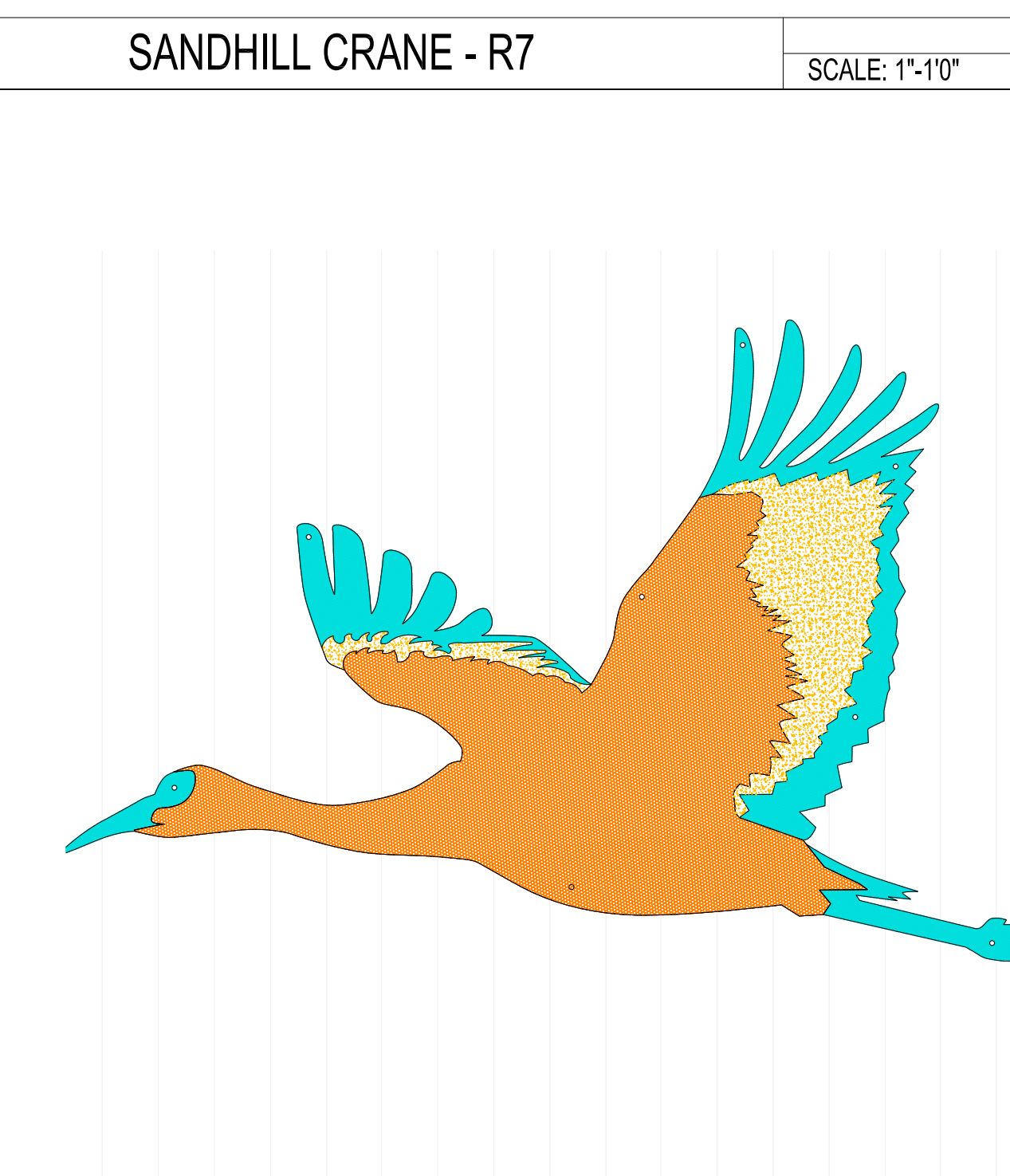
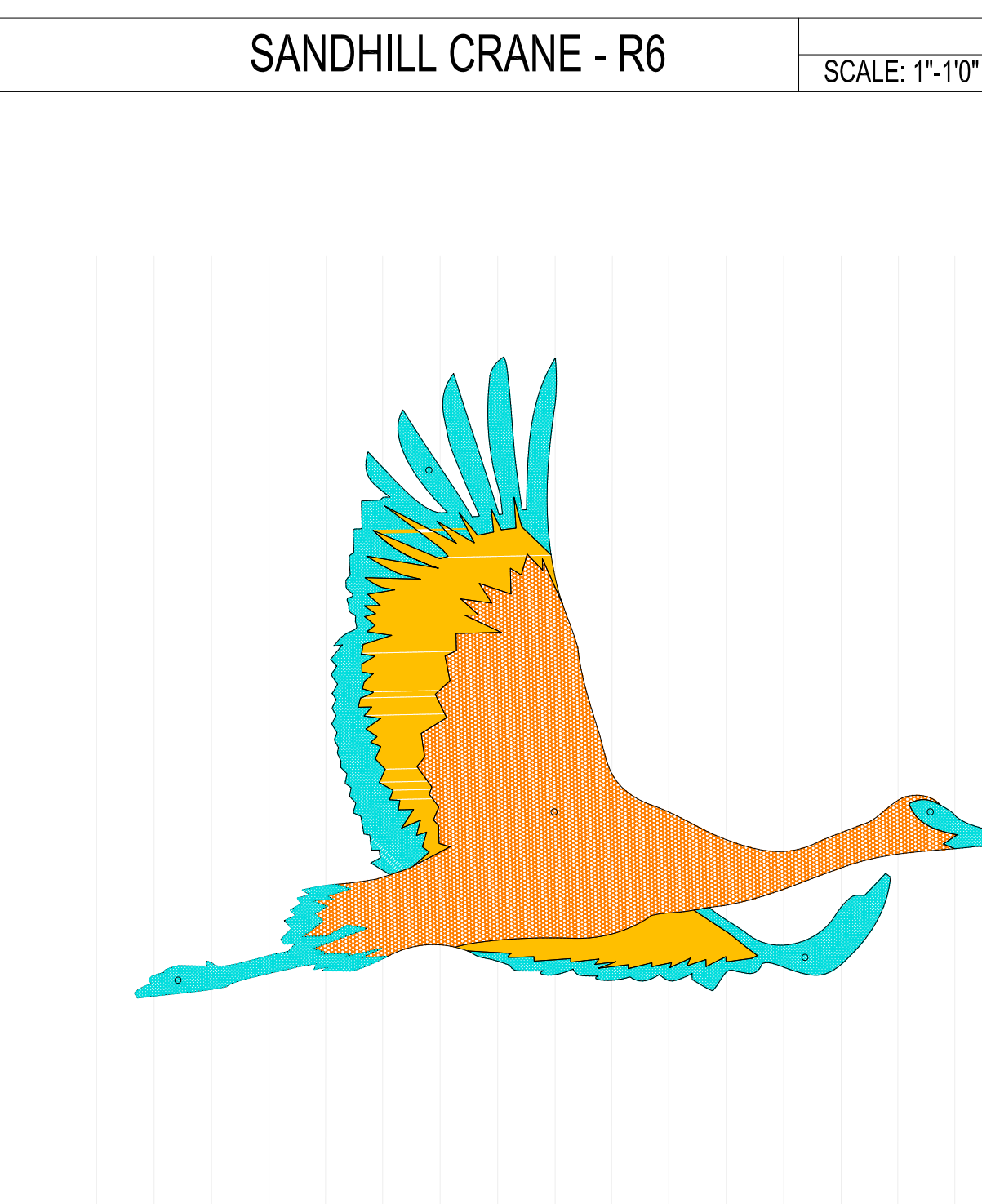
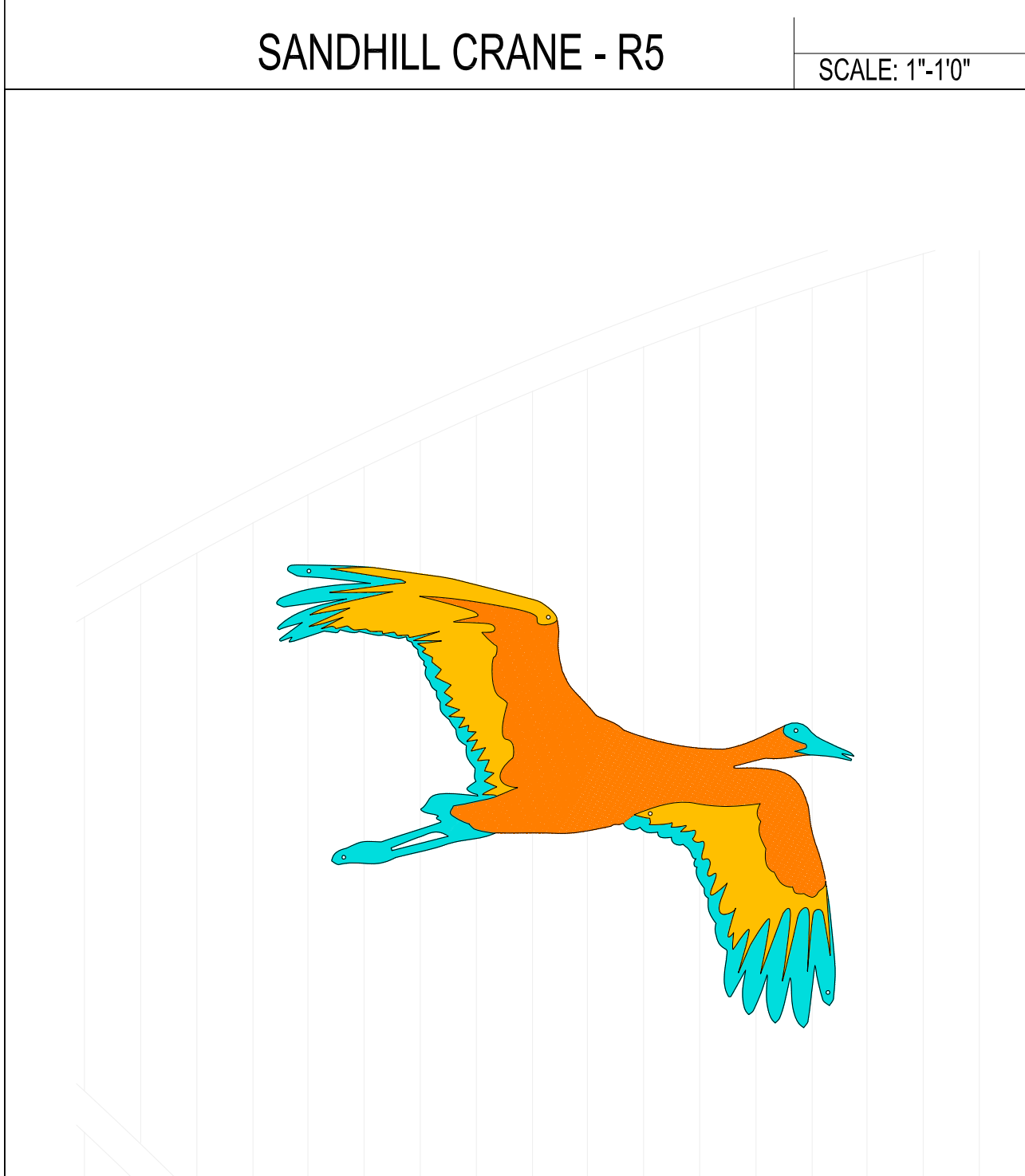
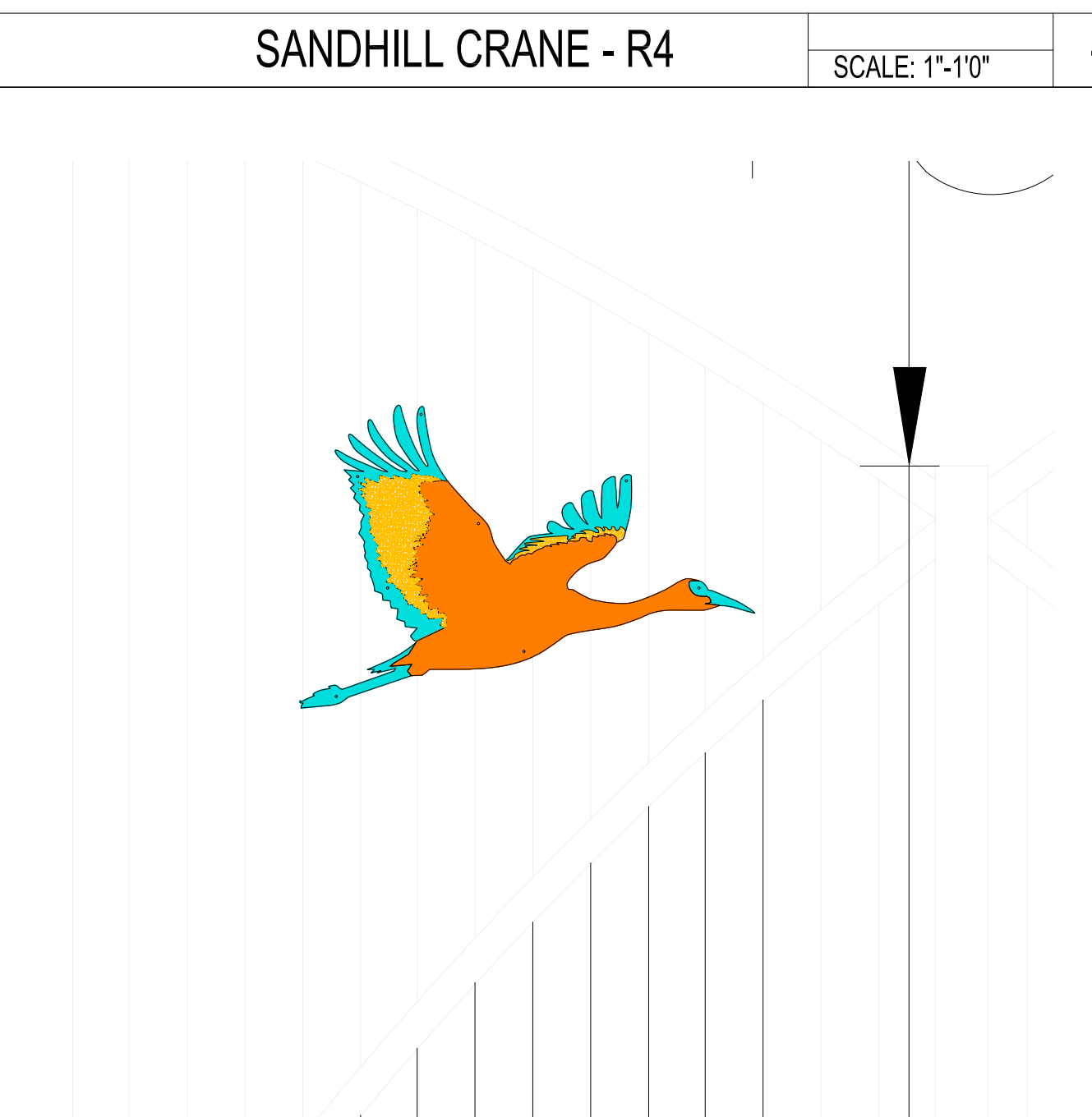
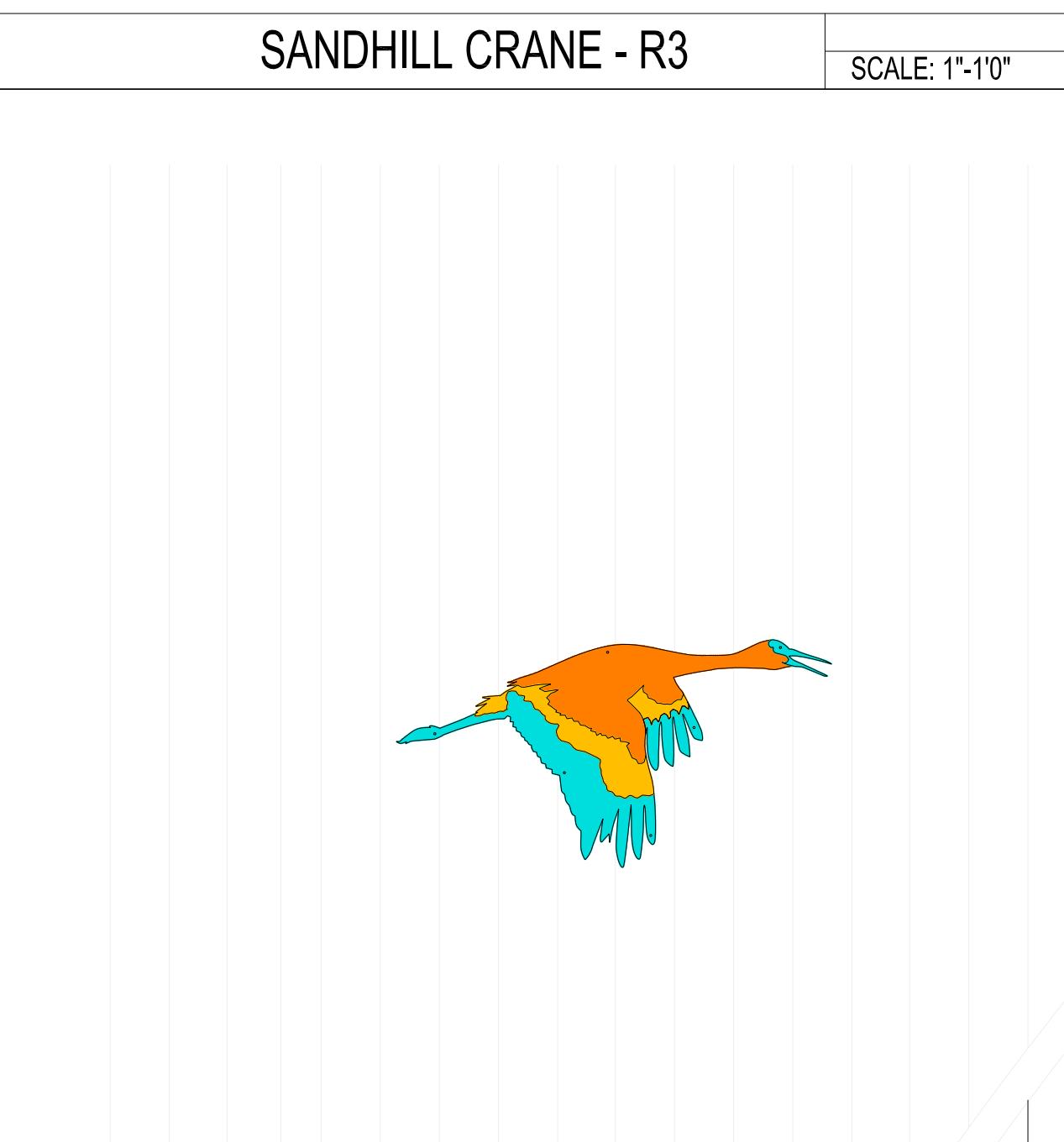
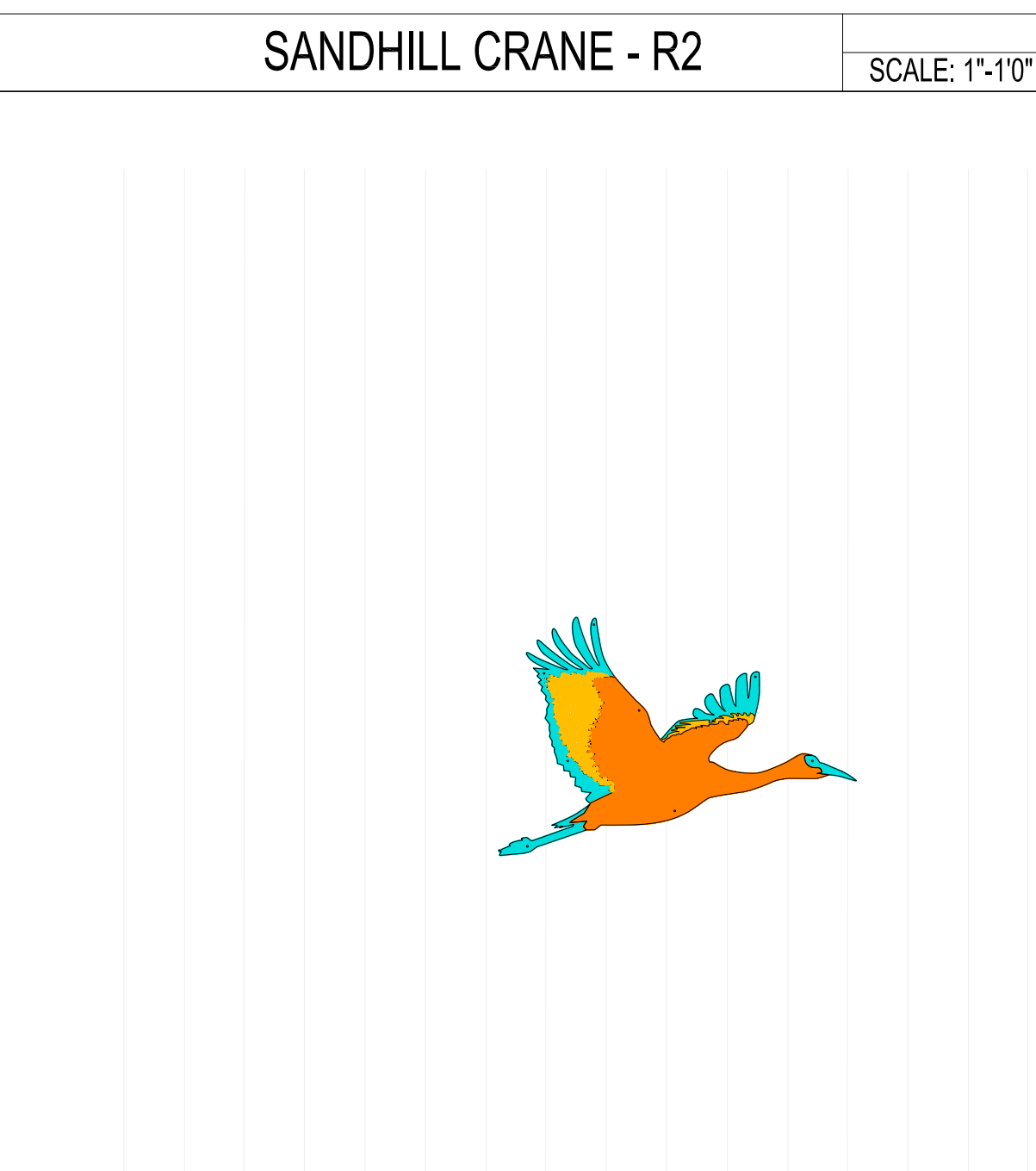
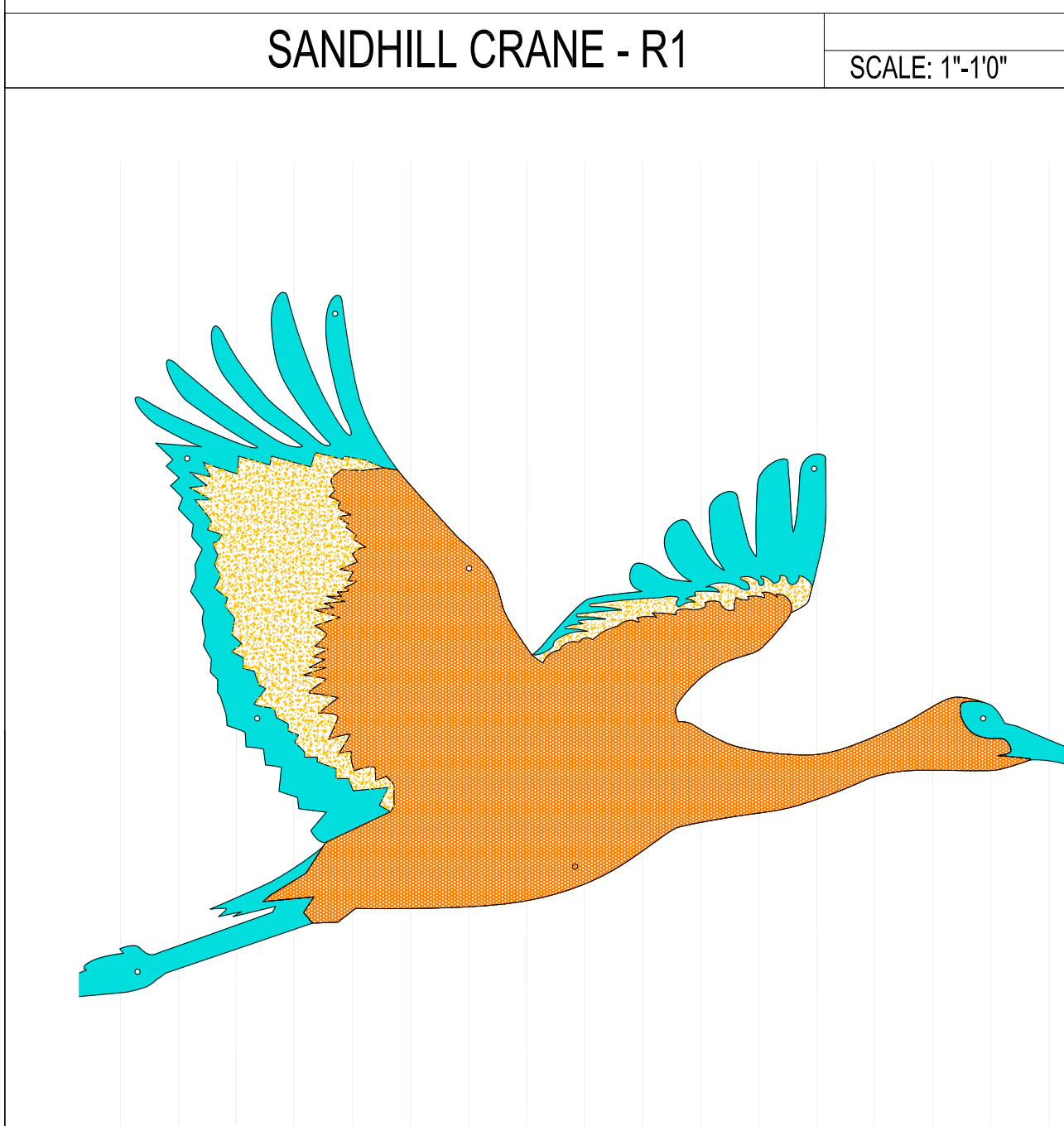
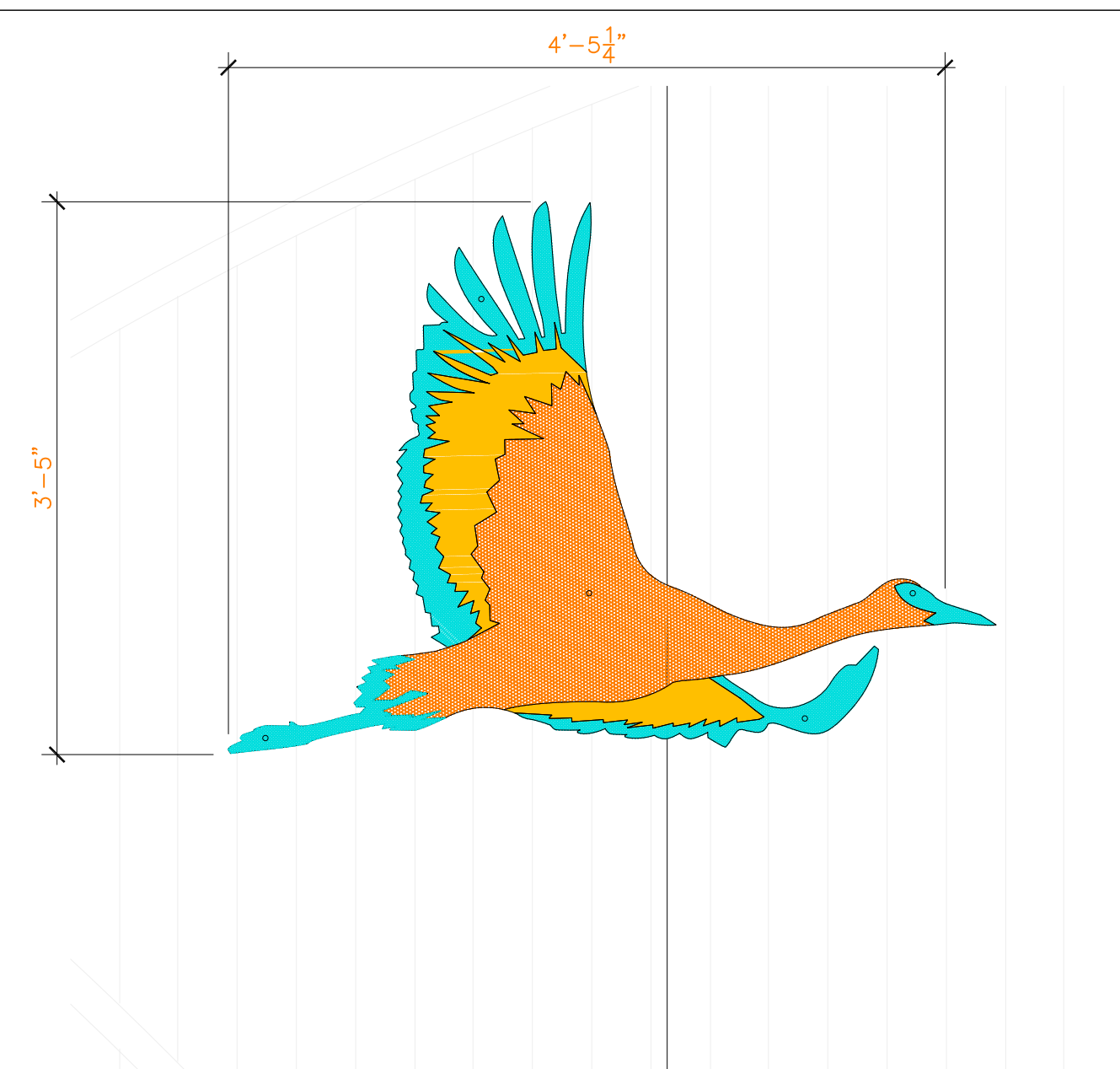
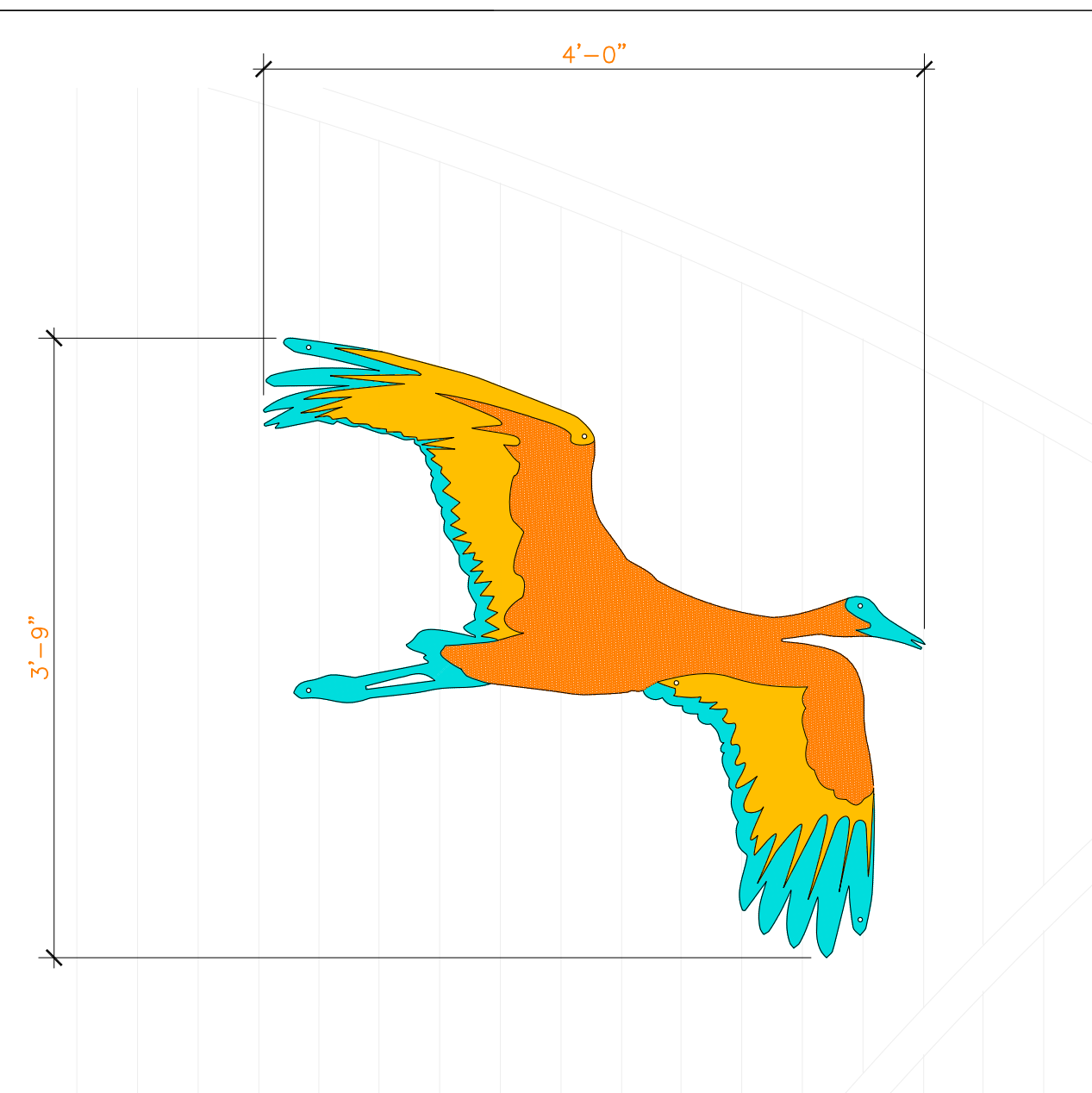
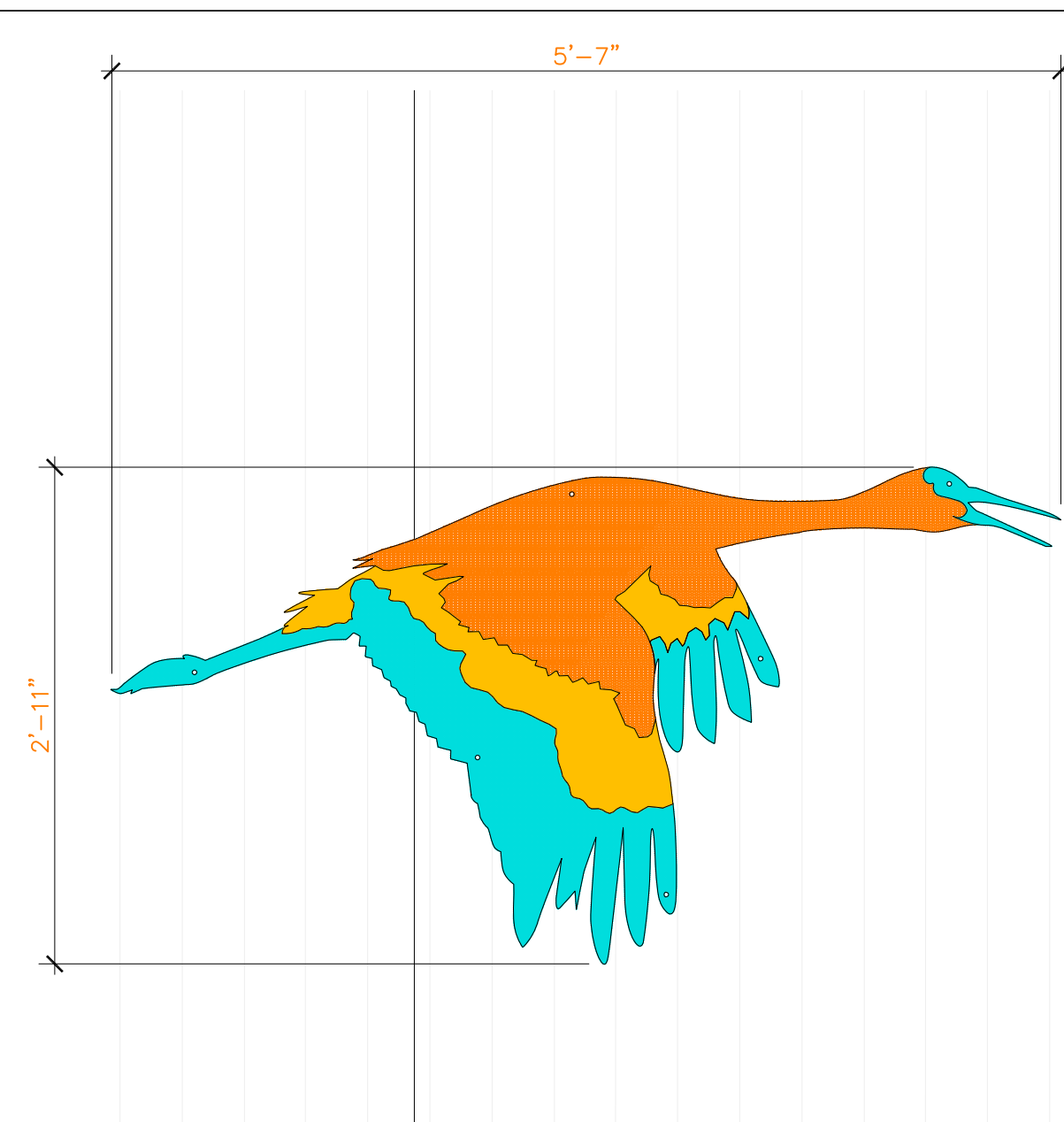
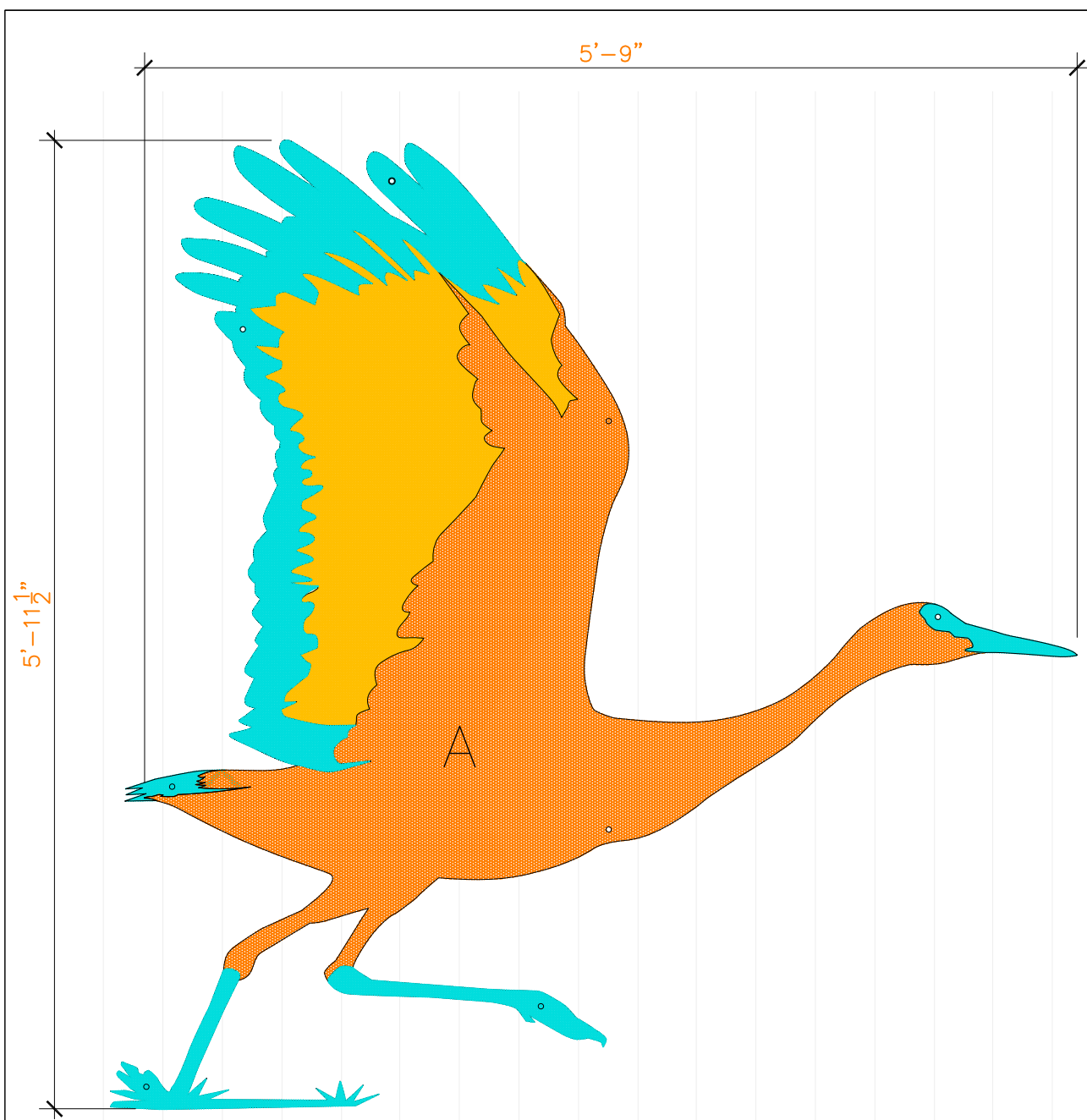
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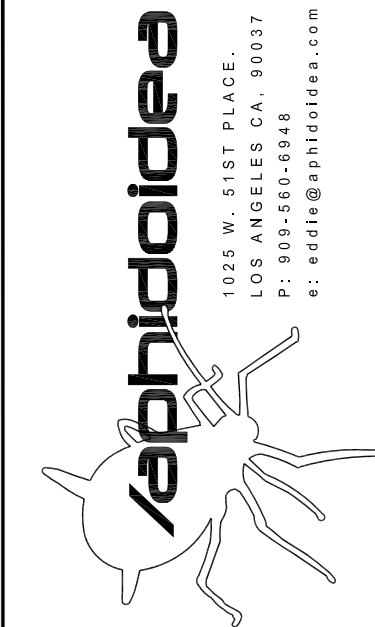
ELEVATION – SOUTH SIDE RAILING



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1. DEMO WALL, FOR NEW DOOR INSTALLATION, PATCH AND REPAIR FINISHES TO MATCH ADJACENT.
2. REMOVE HAND DRYER.
3. (C) LAVATORY TO REMAIN, PROTECT DURING DEMILITATION & CONSTRUCTION.
4. DEMO CROWN MOULDING, GRATES AND WALL CABINETS, CEILING SOFFIT TO REMAIN, PATCH AND REPAIR WALL AS NEEDED.
5. DEMO WALL, PATCH AND REPAIR TO MATCH ADJACENT FINISHES.
6. DEMO SHOWER HARDWARE AND CONTROLS.
7. DEMO PARTITION WALLS, PATCH AND REPAIR ADJACENT FINISHES.
8. (C) FLOOR DRAIN TO REMAIN, TYP. COVER AND PROTECT DURING CONSTRUCTION.
9. DEMO SUPPLY DIFFUSER.
10. DEMO RETURN AIR VENT.
11. REMOVE RECESSED DOWN LIGHT.
12. DEMO FIRE SPRINKLERS, PATCH AND REPAIR TO MATCH ADJACENT FINISHES.
13. (C) FLOURESCENT LIGHT FIXTURE TO REMAIN, PROTECT DURING CONSTRUCTION.
14. (C) FLOURESCENT FIXTURE TO REMAIN, PROTECT DURING CONSTRUCTION.
15. REMOVE AND RELOCATE ACCESS PANEL TO ALLOW FOR WALL MOUNTED CABINET BELOW.
16. (C) SMOKE SENSOR TO REMAIN, PROTECT DURING CONSTRUCTION.
17. (C) FLOURESCENT LIGHT FIXTURE TO REMAIN, PROTECT DURING CONSTRUCTION.
18. (C) AIR SUPPLY/RETURN GRILLE TO REMAIN, PROTECT DURING CONSTRUCTION.
19. (C) P.A. SPEAKER TO REMAIN, PROTECT DURING CONSTRUCTION.
20. (C)CEILING SOFFIT TO REMAIN, PROTECT DURING CONSTRUCTION.
21. REMOVE (C) TOILET, SALVAGE AND RELOCATE AT NEW LOCATION PER FLOOR PLAN AL2

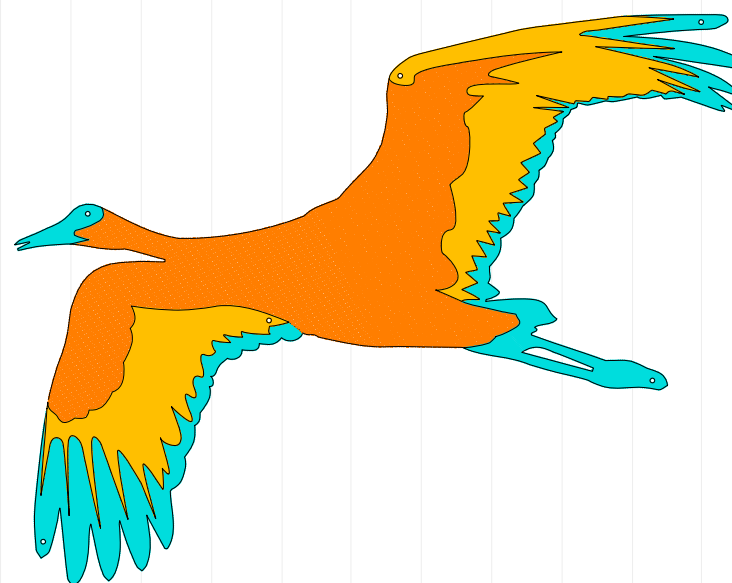
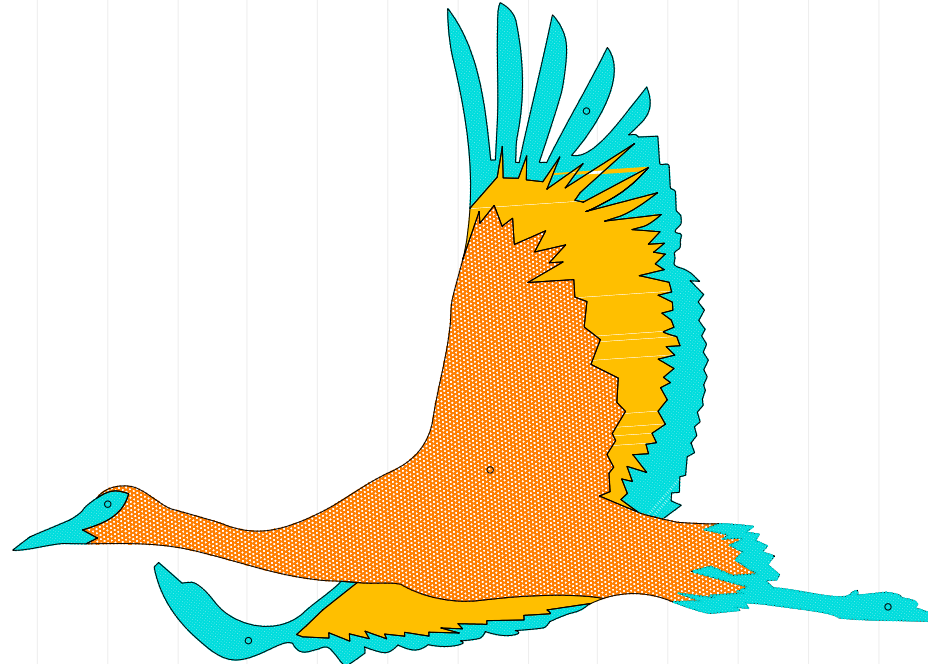
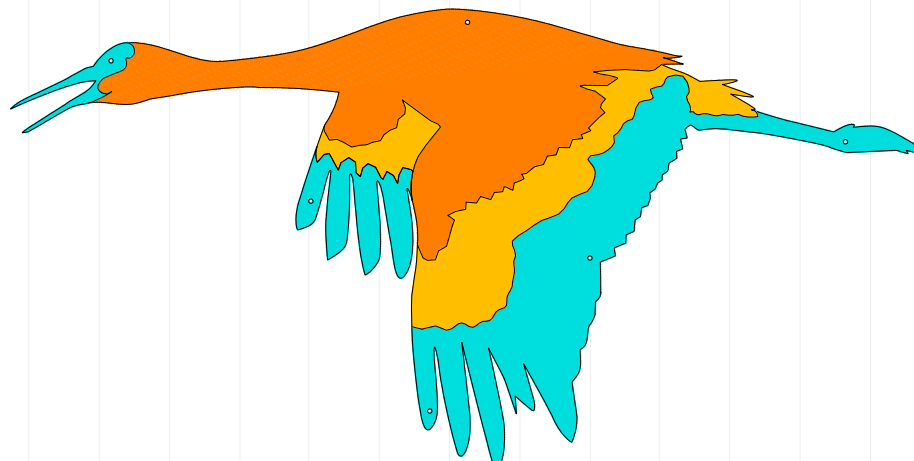
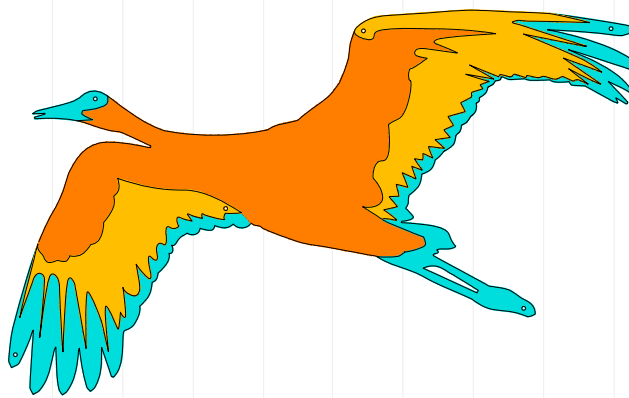
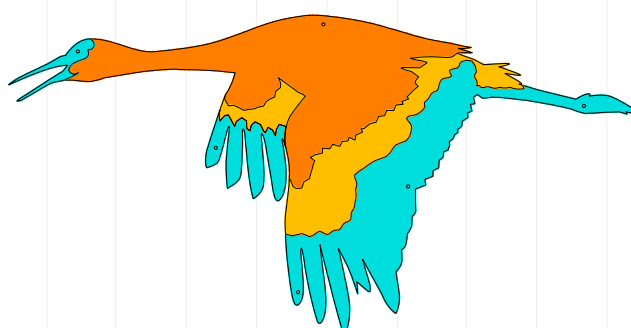
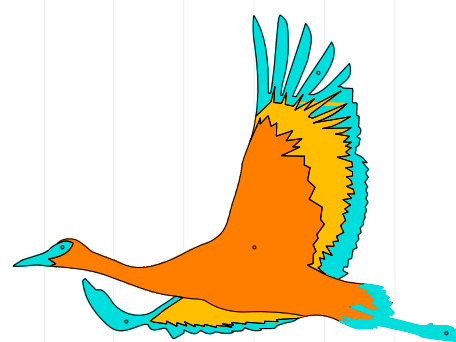


A MOMENT IN TIME
GATEWAY OVERPASS ART INSTALLATIONS
RIDGEFIELD WASHINGTON

No.	Revision	Date
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	DRAINBY
SCALE	Date: 3/06/2024

RA-3

											
SANDHILL CRANE - R13		1	SANDHILL CRANE - R14		2	SANDHILL CRANE - R15		3	SANDHILL CRANE - R16		4
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						ANCHOR DETAIL - PLAN VIEW			SANDHILL CRANE - F8		
SANDHILL CRANE - R17		5	SANDHILL CRANE -R18		6						
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SANDHILL CRANE - F9		9	SANDHILL CRANE - F10		10	SANDHILL CRANE - F11		11	SANDHILL CRANE - F12		12
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1. DEMO WALL, FOR NEW DOOR INSTALLATION. PATCH AND REPAIR FINISHES TO MATCH ADJACENT.

2. REMOVE HAND DRYER.

3. (E) LAVATORY TO REMAIN. PROTECT DURING DEMOLITION & CONSTRUCTION.

4. DEMO CASEWORK: COUNTER AND WALL, CABINETS, CEILING SOFFIT TO REMAIN. PATCH AND REPAIR WALL AS NEEDED.

5. DEMO WALL. PATCH AND REPAIR TO MATCH ADJACENT FINISHES.

6. DEMO SHOWER HARDWARE AND CONTROLS.

7. DEMO PARTITION WALLS. PATCH AND REPAIR ADJACENT FINISHES.

8. (E) FLOOR DRAIN TO REMAIN, TYP. COVER AND PROTECT DURING CONSTRUCTION.

9. DEMO SUPPLY DIFFUSER.

10. DEMO RETURN AIR VENT.

11. REMOVE RECESSED DOWN LIGHT.

12. DEMO FIRE SPRINKLERS. PATCH AND REPAIR TO MATCH ADJACENT FINISHES.

13. (E) RECESSED LIGHT FIXTURE TO REMAIN. PROTECT DURING CONSTRUCTION.

14. (E) FLUORESCENT FIXTURE TO REMAIN. PROTECT DURING CONSTRUCTION.

15. REMOVE AND RELOCATE ACCESS PANEL TO ALLOW FOR WALL MOUNTED CABINET BELOW.

16. (E) SMOKE SENSOR TO REMAIN. PROTECT DURING CONSTRUCTION.

17. (E) 2'X4' FLUORESCENT LIGHT FIXTURE TO REMAIN. PROTECT DURING CONSTRUCTION.

18. (E) AIR SUPPLY/RETURN GRILLE TO REMAIN. PROTECT DURING CONSTRUCTION.

19. (E) P.A. SPEAKER TO REMAIN. PROTECT DURING CONSTRUCTION.

20. (E)CEILING SOFFIT TO REMAIN. PROTECT DURING CONSTRUCTION.

21. REMOVE (E) TOILET. SALVAGE AND RELOCATE AT NEW LOCATION PER FLOOR PLAN A12.

No.

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Date

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Date: 3/06/2024

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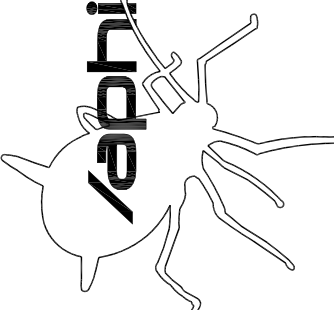
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RA-4

Sheet Number

aphidoidea

1025 W. 51ST PLACE
LOS ANGELES, CA. 90037
P: 909-560-6648
E: eddie@aphidoidea.com



A MOMENT IN TIME

GATEWAY OVERPASS ART INSTALLATIONS

RIDGEFIELD WASHINGTON

No.

Revision

Date

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NO. REVISIONS

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