



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, June 13, 2024
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

I. STUDY SESSION - 6:00 P.M.

- 1. CAPS Program Project Presentations - Steve Stuart, City Manager**

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

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

III. COMMISSION/COMMITTEE APPOINTMENTS

- 1. Appointment of Planning Commission Member, Position No. 3**
- 2. Appointment of Roundabout Committee Member, Position No. 5**

IV. PUBLIC COMMENT

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

V. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the May 23, 2024 Meeting**

VI. PRESENTATION

- 1. Downtown Parking Plan - Chuck Green, Public Works Director**

VII. BUSINESS

1. **Second Reading of Ordinance No. 1424 - 2024 Budget Amendment - Kirk Johnson, Finance Director**
2. **Motion-Approval of Lease Agreement with Tri-Mountain Investors, LLC for space at 101 Mill Street - Kirk Johnson, Finance Director**
3. **Motion - Award of Construction Contract for the Pioneer Widening and 50th Avenue Roundabout Improvement Project - Chuck Green, Public Works Director**
4. **Motion - Approval of Slurry Seal Contract with Blackline, Inc. Using Cooperative Purchasing Agreement with City of Vancouver - Chuck Green, Public Works Director**

VIII. PUBLIC HEARING/BUSINESS

1. **Public Hearing and First Reading of Ordinance No. 1425 - Adoption of 2021 Building Codes - Claire Lust, Community Development Director**

IX. PUBLIC COMMENT

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

X. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

XI. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 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. June 13, 2024 Claims Report

City of Ridgefield

Claims Payment Report

For Approval on:

June 13th, 2024

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
AETTA ARCHITECTS PC	3569	21001-36	Public Works	04.2024 YMCA Site Plan	1,398.60
AETTA ARCHITECTS PC Total					1,398.60
AIRGAS USA LLC	0017	5508603323	Genl Govt/Facilities	07.2024-06.2025 Oxygen & Acetylene Cylinder Lease	40.30
			Public Works	07.2024-06.2025 Oxygen & Acetylene Cylinder Lease	645.04
AIRGAS USA LLC Total					685.34
AKS ENGINEERING & FORESTRY LLC	3908	10462-07	Public Works	04.2024 Abrams Park Master Plan	7,685.00
		10210-09	Community Development	04.2024 Development Engineering Review Services	3,292.50
		10210B-01	Public Works	Boundary Line Adjustment Survey and Land Use	2,793.75
AKS ENGINEERING & FORESTRY LLC Total					13,771.25
ALLISON SENNETT	3834	3834-20240613	Administration	02.2024-05.2024 Mileage Reimb. - Sennett	43.68
ALLISON SENNETT Total					43.68
ANDREW MARVITZ	3279	3279-20240607	Public Safety	WSP Emergency Vehicle Operator Course Meals - Marvitz	323.00
ANDREW MARVITZ Total					323.00
ASSOCIATION OF WASHINGTON CITIES	0041	128809	Information Technology	2024 GIS Consortium Tier 4 Annual Fee	34,210.00
ASSOCIATION OF WASHINGTON CITIES Total					34,210.00
BACKWOOD BARK	3944	14014	Public Works	05.2024 Yard Debris Removal & Bark Chips	673.94
BACKWOOD BARK Total					673.94
BANNER BANK - EPAY	3533	3533-202406	Genl Govt/Facilities	PW Ops Center Bonds Principal	131,000.00
				PW Ops Center Bonds Interest	44,056.10
BANNER BANK - EPAY Total					175,056.10
BRIDGETOWER OPCO LLC	3585	745696257	Public Works	Pioneer Widening Construction	672.40
BRIDGETOWER OPCO LLC Total					672.40
BSK ASSOCIATES	2119	VH01669	Public Works	05.2024 Coliform Testing	550.00
BSK ASSOCIATES Total					550.00
CABLE HUSTON LLP	4028	140821	Public Works	Pioneer Widening Condemnation	487.50
CABLE HUSTON LLP Total					487.50
CASCADE CENTERS INC.	3969	15062	Genl Govt/Facilities	06.2024 Employee Assistance Program	169.49
			Public Safety	06.2024 Employee Assistance Program	140.42
			Public Works	06.2024 Employee Assistance Program	135.09
			Community Development	06.2024 Employee Assistance Program	105.00
CASCADE CENTERS INC. Total					550.00
CASCADE COLUMBIA DISTRIBUTION COMPANY	2707	894796	Public Works	Potassium Permang 25kg	655.22
CASCADE COLUMBIA DISTRIBUTION COMPANY Total					655.22
CHUCK GREEN	3889	3889-20240613	Genl Govt/Facilities	Council Retreat Mileage Reimb. - Green	26.34
			Public Works	Council Retreat Mileage Reimb. - Green	96.54
			Community Development	Council Retreat Mileage Reimb. - Green	52.66
CHUCK GREEN Total					175.54
CINTAS CORPORATION NO 2	3497	5211542636	Genl Govt/Facilities	05.2024 First Aid Supplies - RACC	29.46
			Community Development	05.2024 First Aid Supplies - RACC	61.09
		5211542611	Genl Govt/Facilities	05.2024 First Aid Supplies - PW	28.68
			Public Works	05.2024 First Aid Supplies - PW	467.81

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CINTAS CORPORATION NO 2	3497	5211542611	Community Development	05.2024 First Aid Supplies - PW	59.30
		5211542604	Public Safety	05.2024 First Aid Supplies - PD	73.42
		5211542653	Genl Govt/Facilities	05.2024 First Aid Supplies - CH	67.44
CINTAS CORPORATION NO 2 Total					787.20
CITY OF BATTLE GROUND	0092	INV00471	Judicial	04.2024 Court Cost / Public Defender	24,105.25
CITY OF BATTLE GROUND Total					24,105.25
CLARK COUNTY	0102	CI063674	Judicial	04.2024 Pretrial Supervision & Investigations	3,519.53
		CID05624	Public Safety	Q1.2024 Additional Jail Beds	190.01
		CI063642	Public Works	04.2024 Traffic Signals & ITS Services	2,836.42
CLARK COUNTY Total					6,545.96
CLARK COUNTY FIRE DISTRICT #5	0104	12045	Genl Govt/Facilities	CPR/AED Training	6.99
			Public Works	CPR/AED Training	175.02
			Community Development	CPR/AED Training	121.34
			Human Resources	CPR/AED Training	93.34
			Administration	CPR/AED Training	186.63
			Finance	CPR/AED Training	116.68
CLARK COUNTY FIRE DISTRICT #5 Total					700.00
COLUMBIAN PUBLISHING	0116	47206	Public Works	Pioneer Widening Construction	485.10
			Community Development	Adoption of 2021 Building Codes	70.20
		47282	Genl Govt/Facilities	5078 Pioneer St Eminent Domain Proceedings	118.80
			Community Development	Adoption of 2021 Building Codes	75.60
		47239	Genl Govt/Facilities	Special Event Permit & City Parks Use	45.00
			Finance	TIA Public Improvements	73.80
		47287	Community Development	Spring 2024 Development Code Updates	79.20
COLUMBIAN PUBLISHING Total					947.70
CONSOR NORTH AMERICA INC.	3949	W233613WA.00-2	Public Works	04.2024 Water Storage Reservoir East	66,741.61
CONSOR NORTH AMERICA INC. Total					66,741.61
COREY CROWNHART	3997	3997-20240613	Public Works	WRPA Annual Conference Mileage - Crownhart	38.86
COREY CROWNHART Total					38.86
CRIMINAL JUSTICE TRAINING COMMISSION	2721	201139655	Public Safety	Firearms Instructor Training - Siem	750.00
CRIMINAL JUSTICE TRAINING COMMISSION Total					750.00
CSD ATTORNEYS AT LAW P.S.	3294	122589	Genl Govt/Facilities	04.2024 Pacific Wood Treater's Site	192.00
CSD ATTORNEYS AT LAW P.S. Total					192.00
DANNA MARIE JONES	4029	503449900	Genl Govt/Facilities	Business License Refund - 503449900	50.00
DANNA MARIE JONES Total					50.00
DAVID SIEM	3488	3488-20240614	Public Safety	Patrol Tactics Instructor Meals - Siem	253.00
DAVID SIEM Total					253.00
DEPARTMENT OF LICENSING - EPAY	0154	RG0001630-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001633-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001629-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001533-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001628-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001632-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001626-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001627-2024	Genl Govt/Facilities	CPL Fees	18.00

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DEPARTMENT OF LICENSING - EPAY	0154	RG0001637-2024	Genl Govt/Facilities	CPL Fees	18.00	
		RG0001638-2024	Genl Govt/Facilities	CPL Fees	18.00	
		RG0001549-2024	Genl Govt/Facilities	CPL Fees	21.00	
		RG0001636-2024	Genl Govt/Facilities	CPL Fees	18.00	
		RG0001631-2024	Genl Govt/Facilities	CPL Fees	18.00	
		RG0001635-2024	Genl Govt/Facilities	CPL Fees	18.00	
		RG0001634-2024	Genl Govt/Facilities	CPL Fees	18.00	
		DEPARTMENT OF LICENSING - EPAY Total				
DLT SOLUTIONS LLC	3903	SI644789	Information Technology	05.2024-04.2024 AutoCAD Subscription - Lead Eng. & Eng. Tech	3,801.22	
DLT SOLUTIONS LLC Total					3,801.22	
Dunning Chandler	UB*01001	(blank)	Genl Govt/Facilities	Refund Check 014446-000 2855 N McCanta Way	77.72	
Dunning Chandler Total					77.72	
ENCORE ONE LLC	3890	565579	Genl Govt/Facilities	05.2024 Janitorial Services - PW Ops	35.28	
				05.2024 Janitorial Services - CH	278.69	
				Public Safety	05.2024 Janitorial Services - PD	687.71
				Public Works	05.2024 Janitorial Services - PW Ops	435.40
				Community Development	05.2024 Janitorial Services - PW Ops	72.97
		564130	Genl Govt/Facilities	Public Works	05.2024 Janitorial Services - PW Ops	140.19
				Public Works	PW Ops Window Cleaning	21.68
				Public Works	PW Ops Window Cleaning	267.41
				Community Development	PW Ops Window Cleaning	44.81
				Public Works	PW Ops Window Cleaning	86.10
		564129	Genl Govt/Facilities	Public Works	PW Ops Carpet Cleaning	24.76
				Public Works	PW Ops Carpet Cleaning	305.62
				Community Development	PW Ops Carpet Cleaning	51.22
				Public Works	PW Ops Carpet Cleaning	98.40
ENCORE ONE LLC Total					2,550.24	
EWING VANCOUVER	2374	22301214	Public Works	Greely Park Nodes / Water Proof Wire Connectors / Batteries	385.12	
EWING VANCOUVER Total					385.12	
EXPRESS SERVICES INC.	4012	30779546A	Public Works	05.13.2024-05.19.2024 PWSTW Temp Services - Smith	1,206.00	
		30812072	Public Works	05.20.2024-02.26.2024 PWFAC Temp Services - Ward	1,125.60	
		30812071	Public Works	05.20.2024-05.26.2024 PWSTW Temp Services - Smith	1,206.00	
		30779546B	Public Works	05.13.2024-05.19.2024 PWFAC Temp Services - Ward	1,125.61	
		30747938	Public Works	05.16.2024-05.12.2024 PWSTW Temp Services - Smith	1,206.00	
EXPRESS SERVICES INC. Total					5,869.21	
FERGUSON ENTERPRISES INC # 8423	0181	2623404	Genl Govt/Facilities	CH Bubbler Fountain Parts	46.30	
FERGUSON ENTERPRISES INC # 8423 Total					46.30	
GISI MARKETING GROUP	2811	282833	Genl Govt/Facilities	Business Cards - Giles	12.91	
				Public Works	Business Cards - Thamert	109.77
				Business Cards - Loucks	129.14	
				Business Cards - Giles	116.23	
				Community Development	Business Cards - Thamert	19.37
		282607	Genl Govt/Facilities	2024 Summer/Fall Event Mailer	2,171.99	
GISI MARKETING GROUP Total					2,559.41	
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC	3447	134531	Genl Govt/Facilities	PW Ops Security System Error Code Service	8.41	

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GLOBAL SECURITY & SAFETY COMMUNICATIONS INC	3447	134531	Public Works	PW Ops Security System Error Code Service	137.24
			Community Development	PW Ops Security System Error Code Service	17.40
		4617150	Genl Govt/Facilities	06.2024 PW Ops Alarm Monitoring Services	6.62
			Public Works	06.2024 PW Ops Alarm Monitoring Services	107.86
			Community Development	06.2024 PW Ops Alarm Monitoring Services	13.67
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC. Total					291.20
GRAY AND OSBORNE INC	0207	23231.08-5	Community Development	05.2024 Chevron Expansion 6 PLZ-23-0067	81.02
		23231.00-10	Community Development	05.2024 On-Call Development Review	162.03
GRAY AND OSBORNE INC Total					243.05
GROUNDWATER SOLUTIONS INC.	2971	00727.001-62	Public Works	04.2024 Hydrological Study	27,543.08
GROUNDWATER SOLUTIONS INC. Total					27,543.08
H.D. FOWLER COMPANY	2036	I6700937	Public Works	Water Hydrant Repair Parts	1,112.60
H.D. FOWLER COMPANY Total					1,112.60
HARRY'S LAWN AND POWER EQUIPMENT	0214	260884	Genl Govt/Facilities	PWFAC Edger Repair	5.05
			Public Works	PWFAC Edger Repair	36.02
HARRY'S LAWN AND POWER EQUIPMENT Total					41.07
HD SUPPLY INC.	3886	INV00358439	Public Works	PWUTIL Spears Ball Valve	365.02
		INV00373664	Genl Govt/Facilities	PWFAC Rain Pants	34.40
			Public Works	PWFAC Rain Pants	245.93
HD SUPPLY INC. Total					645.35
HOME DEPOT VISA - EPAY	1805	3351168	Genl Govt/Facilities	PWFAC Ceiling Tiles	11.55
			Public Works	Streets Trash Bags	10.85
				PWFAC Ceiling Tiles	82.58
				Parks Trash Bags	10.86
HOME DEPOT VISA - EPAY Total					115.84
HONEY BUCKETS	0223	0554195808	Genl Govt/Facilities	05.28.24-06.24.24 PW Shop Port-a-Potty	61.69
			Public Works	05.28.24-06.24.24 PW Shop Port-a-Potty	987.31
		0554177199	Public Works	05.17.24-06.13.24 Davis Park Port-a-Potty	373.00
HONEY BUCKETS Total					1,422.00
INSTANT IMPRINTS CASCADE PARK	2371	54331	Genl Govt/Facilities	Safety Vest Logo - Events	49.53
				Safety Vest Logo - PW	5.81
				Safety Vest Logo - Spare	66.05
			Public Works	Safety Vest Logo - PW	93.26
			Council	Safety Vest Logo - Council	16.51
INSTANT IMPRINTS CASCADE PARK Total					231.16
J2 BLUE PRINT SUPPLY	0243	AR152822	Community Development	05.2024 Plotter Contract	54.35
		AR153195	Public Works	Water System Informational Signs	236.97
		AR152993	Genl Govt/Facilities	2024 Big Paddle Sign	267.40
J2 BLUE PRINT SUPPLY Total					558.72
JAMES J. MAUL	3987	0000128	Genl Govt/Facilities	05.2024 Park Laundry Environmental Support	7,700.00
		0000124	Genl Govt/Facilities	03.2024 Park Laundry Environmental Support	5,362.50
		0000125	Genl Govt/Facilities	04.2024 Park Laundry Environmental Support	6,600.00
		0000118	Genl Govt/Facilities	02.2024 Park Laundry Environmental Support	6,600.00
JAMES J. MAUL Total					26,262.50
JANEAN Z PARKER	2199	239	Public Works	05.2024 Legal Services	2,750.00

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JANEAN Z PARKER	2199	239	Community Development Legal	05.2024 Legal Services 05.2024 Legal Services	1,306.25 7,043.75
JANEAN Z PARKER Total					11,100.00
JOHN P MCDONAGH	2267	06052024	Council	2024 Council Retreat Facilitation	2,000.00
JOHN P MCDONAGH Total					2,000.00
JOSUE M YAM NOH	4027	I-001-01893	Genl Govt/Facilities Public Works Community Development	PWSTW 2012 Ford F150 57237D - Upholstery Work PWSTW 2012 Ford F150 57237D - Upholstery Work PWSTW 2012 Ford F150 57237D - Upholstery Work	(26.10) 296.75 29.35
		I-001-01894	Genl Govt/Facilities Public Works	PWFAC 2020 Chevy Silverado 70428D - Upholstery Work PWFAC 2020 Chevy Silverado 70428D - Upholstery Work	8.58 176.42
		I-001-01892	Genl Govt/Facilities Public Works Community Development	PWSTW 2003 Ford F150 57233D - Upholstery Work PWSTW 2003 Ford F150 57233D - Upholstery Work PWSTW 2003 Ford F150 57233D - Upholstery Work	(30.45) 346.21 34.24
JOSUE M YAM NOH Total					835.00
JULIE SWARTS	3875	3875-20240613	Genl Govt/Facilities	City Days Poster Lamination Reimb. - Swarts	21.08
JULIE SWARTS Total					21.08
L.N. CURTIS AND SONS	3075	INV829217 INV825321 INV825475 INV828587	Public Safety Public Safety Public Safety Public Safety	PD Uniform - Erazo Long Sleeve Polo - Cuneta Chief Class A Uniform Long Slev Polo - Cuneta	558.44 126.92 610.57 120.35
L.N. CURTIS AND SONS Total					1,416.28
LEE KNOTTNERUS	1765	1765-20240613	Human Resources Administration	Council Retreat Mileage Reimb. - Knettnerus Council Retreat Mileage Reimb. - Knettnerus	68.07 102.11
LEE KNOTTNERUS Total					170.18
LES SCHWAB GROUP HOLDINGS LLC	4006	43700012807 42600590828 43700010980	Public Works Public Works Public Works	PWSTW Ventrac Mower Tire Repair 2022 Street Sweeper 74577D - New Tire PWSTW Ventrac Mower - Tire Repair	145.62 761.00 21.73
LES SCHWAB GROUP HOLDINGS LLC Total					928.35
MACKAY AND SPOSITO INC.	0899	050427	Public Works	04.2024 Skate Park Alternatives Study	8,473.80
MACKAY AND SPOSITO INC. Total					8,473.80
MARTA L. OCHOA-RUTHERFORD	3396	619 616 617 618	Judicial Judicial Judicial Judicial	05.30.2024 Interpreting Services 05.16.2024 Interpreting Services 05.23.2024 Interpreting Services 05.24.2024 Interpreting Services	130.00 130.00 65.00 130.00
MARTA L. OCHOA-RUTHERFORD Total					455.00
METROPOLITAN TRANSPORTATION COMMISSION	2115	4926-AR13459	Genl Govt/Facilities Public Works	08.2024-07.2025 Street Saver Software Support Annual Sub 08.2024-07.2025 Street Saver Software Support Annual Sub	(174.00) 2,174.00
METROPOLITAN TRANSPORTATION COMMISSION Total					2,000.00
MUNICIPAL EMERGENCY SERVICES INC	2235	IN2057321	Public Safety	ID Panel - Cuneta	16.31
MUNICIPAL EMERGENCY SERVICES INC Total					16.31
NAPA AUTO PARTS	0498	423863 424804	Public Works Genl Govt/Facilities Public Works	PWSTW Duty Grease PWSTW Tire Pressure Gauge PW Shop Wiring Supplies PW Shop Wiring Supplies Toro Mower Battery	63.88 35.98 1.96 31.45 132.56

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NAPA AUTO PARTS	0498	425893	Public Works	Vactor/Sweeper Exhaust Fluit	16.33
				PWSTW Rags/Grease Gun Tips	50.13
				Vactor/Sweeper Exhaust Fluid	49.01
		425236	Public Works	PWSTW 2003 Ford F150 - Battery	127.77
			Community Development	PWSTW 2003 Ford F150 - Battery	12.63
NAPA AUTO PARTS Total					521.70
NORTHSIDE FORD TRUCK SALES INC	3281	284794	Genl Govt/Facilities	PWFAC 2011 Ford F350 48614D - Oil Change	13.08
			Public Works	PWFAC 2011 Ford F350 48614D - Oil Change	93.53
		285003	Public Works	PWUTIL 2022 Ford F250 74573D - Oil Change	75.68
			Community Development	PWUTIL 2022 Ford F250 74573D - Oil Change	7.48
NORTHSIDE FORD TRUCK SALES INC Total					189.77
NW CONSTRUCTION GENERAL CONTRACTING INC.	2900	2900-17	Public Works	Royle Rd S 19th to 460 LF of 15th	18,784.75
NW CONSTRUCTION GENERAL CONTRACTING INC. Total					18,784.75
OConnor Beth	UB*00999	(blank)	Genl Govt/Facilities	Refund Check 013933-000 7252 S 13th St	116.53
OConnor Beth Total					116.53
ON-HOLD CONCEPTS INC	2217	637695	Information Technology	06.2024 On Hold Music Services	24.95
ON-HOLD CONCEPTS INC Total					24.95
Opendoor Property Trust I	UB*00998	(blank)	Genl Govt/Facilities	Refund Check 016387-000 2933 S Cedar Ridge Dr	75.25
Opendoor Property Trust I Total					75.25
OTAK INC.	1787	000052400442	Community Development	05.2024 Commercial Project Management	21,186.25
OTAK INC. Total					21,186.25
PACIFIC OFFICE AUTOMATION - LEASE	1564	82617014	Genl Govt/Facilities	06.2024 Copier Lease - PW Ops	24.90
			Public Works	06.2024 Copier Lease - PW Ops	406.06
			Community Development	06.2024 Copier Lease - PW Ops	51.48
PACIFIC OFFICE AUTOMATION - LEASE Total					482.44
PORTLAND ENGINEERING INC	2082	12436	Public Works	05.2024 Q178V Ridgefield Cellular Telemetry	228.27
PORTLAND ENGINEERING INC Total					228.27
PORTLAND VALUATION GROUP INC.	3864	24035	Public Works	YMCA Property Appraisal - 101 N 50th Pl	4,450.00
PORTLAND VALUATION GROUP INC. Total					4,450.00
PUBLIC SAFETY TESTING	0354	PSTI24-172	Public Safety	Background Check & Investigation Report	2,356.00
PUBLIC SAFETY TESTING Total					2,356.00
PURCHASE POWER - EPAY	0356	69146060	Genl Govt/Facilities	05.06.2024 Postage Replenishment	502.25
PURCHASE POWER - EPAY Total					502.25
RACHEL ANDREW	3958	3958-20240523	Public Safety	WASPC Conference Meals - Andrew	110.00
RACHEL ANDREW Total					110.00
RICK BUCKNER POLYGRAPH	1092	20240601	Public Safety	06.01.2024 Polygraph Services	350.00
RICK BUCKNER POLYGRAPH Total					350.00
ROBERTO CUNETA	3837	3837-20240529	Public Safety	Use of Force Core Concepts Meals - Cuneta	118.00
ROBERTO CUNETA Total					118.00
Salmon & Beam Washington LLC	UB*01002	(blank)	Genl Govt/Facilities	Refund Check 016524-000 421 N 43rd Ct	8.20
Salmon & Beam Washington LLC Total					8.20
Sanford David	UB*01000	(blank)	Genl Govt/Facilities	Refund Check 007214-001 1269 S 44th Ave	94.91
Sanford David Total					94.91
SHANA LAZZARINI	4033	4033-20240613	Human Resources	Color Run Entry Reimb. - Lazzarini	20.00
SHANA LAZZARINI Total					20.00

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SKAMANIA COUNTY SHERIFF'S OFFICE	1554	1554-202403	Public Safety	04.2024 Jail Beds	1,800.00
SKAMANIA COUNTY SHERIFF'S OFFICE Total					1,800.00
SOLID WASTE SYSTEMS INC.	3826	0169190-IN	Genl Govt/Facilities	Street Sweeper Repair	(197.75)
			Public Works	Street Sweeper Repair	2,470.75
		0169745-IN	Genl Govt/Facilities	Storm Pipeline Manhole Bridge/Pole/Claw/Adapter	(130.13)
			Public Works	Storm Pipeline Manhole Bridge/Pole/Claw/Adapter	1,625.89
		0169659-IN	Genl Govt/Facilities	Street Sweeper Repair	(78.56)
Public Works	Street Sweeper Repair		981.56		
SOLID WASTE SYSTEMS INC. Total					4,671.76
SONSRAY MACHINERY LLC	1785	PSO132566-1	Public Works	PWSTW Flail Mower Blades	1,194.18
SONSRAY MACHINERY LLC Total					1,194.18
STEPHANIE NICOLE PODASCA	4030	503459508	Genl Govt/Facilities	Business License Refund - 503459508	50.00
STEPHANIE NICOLE PODASCA Total					50.00
SYMBOLARTS LLC	1866	0493341	Public Safety	PD Badges	293.49
SYMBOLARTS LLC Total					293.49
TAKOHACHI INC	3025	240601	Genl Govt/Facilities	2024 Big Paddle Performance Artist	1,000.00
TAKOHACHI INC Total					1,000.00
THE MASTERS TOUCH LLC	1786	P91043	Public Works	05.2024 Backflow Letters - Postage	165.12
		91043	Public Works	05.2024 Backflow Letters	364.30
THE MASTERS TOUCH LLC Total					529.42
THE PARR COMPANY	0964	26698347	Genl Govt/Facilities	Big Paddle Screws	60.21
		26697003	Genl Govt/Facilities	PWFAC Chalk Line	1.56
			Public Works	PWFAC Chalk Line	11.15
		26696973	Public Works	Street Sign Post Concrete	41.02
THE PARR COMPANY Total					113.94
TRAFFIC SAFETY SUPPLY	0432	INV070324	Genl Govt/Facilities	Street Signs	(23.93)
			Public Works	Street Signs	298.93
TRAFFIC SAFETY SUPPLY Total					275.00
TRI MOUNTAIN INVESTORS LLC	3866	2024-75	Public Safety	06.2024 101 Mill St Lease	33,358.32
				06.2024 101 Mill St Wastewater	60.89
				06.2024 101 Mill St Water	138.70
		2024-74	Administration	2024 ADMIN Retreat	250.00
TRI MOUNTAIN INVESTORS LLC Total					33,807.91
U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION	2237	2559513	Public Works	RIDLTGO18 Bond Interest	115,900.00
		2559309	Public Works	RIDLTGO17 Bond Interest	152,612.50
U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION Total					268,512.50
UNIFIRST CORPORATION	3904	2240103666	Genl Govt/Facilities	05.14.2024 PW Ops Floor Mats	2.73
				05.14.2024 PWFAC Uniforms	12.11
				05.14.2024 PW Ops Floor Mats	44.51
				05.14.2024 PWFAC Uniforms	86.55
				05.14.2024 PWUTIL Uniforms	44.49
		2240103662	Public Works	05.14.2024 PWSTW Uniforms	58.51
				05.14.2024 PW Ops Floor Mats	5.64
				05.14.2024 Floor Mats - CH	16.46
				05.28.2024 Floor Mats - PD	39.52

City of Ridgefield

Claims Payment Report

For Approval on:

June 13th, 2024

UNIFIRST CORPORATION	3904	2240108410	Genl Govt/Facilities	05.28.2024 Floor Mats - RACC	3.41
			Community Development	05.28.2024 Floor Mats - RACC	7.08
		2240106347	Genl Govt/Facilities	05.21.2024 PWFAC Uniforms	12.11
				05.21.2024 PW Ops Floor Mats	2.72
			Public Works	05.21.2024 PWFAC Uniforms	86.56
				05.21.2024 PWSTW Uniforms	58.51
				05.21.2024 PW Ops Floor Mats	44.52
				05.21.2024 PWUTIL Uniforms	44.49
			Community Development	05.21.2024 PW Ops Floor Mats	5.64
		2240108413	Genl Govt/Facilities	05.28.2024 PW Ops Floor Mats	2.74
				05.28.2024 PWFAC Uniforms	12.10
			Public Works	05.28.2024 PWUTIL Uniforms	40.30
				05.28.2024 PW Ops Floor Mats	44.52
				05.28.2024 PWFAC Uniforms	86.56
				05.28.2024 PWSTW Uniforms	58.51
			Community Development	05.28.2024 PW Ops Floor Mats	5.64
		2240103660	Genl Govt/Facilities	05.14.2024 Floor Mats - RACC	3.41
			Community Development	05.14.2024 Floor Mats - RACC	7.08
		2240108411	Genl Govt/Facilities	05.28.2024 Floor Mats - CH	16.46
		2240106345	Genl Govt/Facilities	05.21.2024 Floor Mats - CH	16.46
		2240106344	Genl Govt/Facilities	05.21.2024 Floor Mats - RACC	3.41
			Community Development	05.21.2024 Floor Mats - RACC	7.08
		2240106346	Public Safety	05.21.2024 Floor Mats - PD	39.52
			2240103664	Genl Govt/Facilities	05.14.2024 Floor Mats - PD
UNIFIRST CORPORATION Total					958.87
VANCOUVER BOLT AND SUPPLY	0447	VA-202499	Public Works	Parks Trailer Screws	4.94
				RORC Tent Screws	3.48
VANCOUVER BOLT AND SUPPLY Total					8.42
W.W.GRAINGER INC.	0206	9120107611	Genl Govt/Facilities	CH Bubbler Fountain Valve	144.22
W.W.GRAINGER INC. Total					144.22
WA STATE DEPARTMENT OF TRANSPORTATION	0688	RE44JD17340L004	Public Works	Overpass Safety Screen Plans Review	1,678.34
WA STATE DEPARTMENT OF TRANSPORTATION Total					1,678.34
WALKER MACY LLC	3965	P3993.01-5	Public Works	04.2024 Waterfront Park Master Plan	8,913.04
WALKER MACY LLC Total					8,913.04
WALTER E. NELSON COMPANY	3553	1870083	Genl Govt/Facilities	PW Ops Trash Bags	7.29
			Public Works	PW Ops Trash Bags	118.96
			Community Development	PW Ops Trash Bags	15.08
WALTER E. NELSON COMPANY Total					141.33
WAPITI NW LLC	2545	41263	Genl Govt/Facilities	PWFAC 2019 Chevy Silverado 66099D - Oil Change	37.42
			Public Works	PWFAC 2019 Chevy Silverado 66099D - Oil Change	267.54
WAPITI NW LLC Total					304.96
WASHINGTON STATE CRIMINAL JUSTICE	0462	201139695	Public Safety	Control Defense Tactics Instructor - Coblentz	500.00
WASHINGTON STATE CRIMINAL JUSTICE Total					500.00
WASHINGTON STATE PATROL	0463	I2406644	Genl Govt/Facilities	05.2024 Background Checks - CPL	206.50
WASHINGTON STATE PATROL Total					206.50

City of Ridgefield

Claims Payment Report

For Approval on:

June 13th, 2024

WELLWORKS FOR YOU	3414	30954	Human Resources	05.2024 Wellness Program	793.51
WELLWORKS FOR YOU Total					793.51
WESTERN EQUIPMENT	2363	INV020554	#N/A	Parks Ventrac Mower Head Equipment	10,231.81
		INV018797	Genl Govt/Facilities	PWFAC Toro Mower Service Call	20.67
			Public Works	PWFAC Toro Mower Service Call	147.83
WESTERN EQUIPMENT Total					10,400.31
WESTERN UNITED CIVIL GROUP LLC	3743	23016-8	Public Works	05.04.2024-05.28.2024 Royle Rd 15th St to 5th Way	612,692.27
WESTERN UNITED CIVIL GROUP LLC Total					612,692.27
WEX BANK - EPAY	3552	97374075	Genl Govt/Facilities	PW Fuel	398.21
			Public Safety	PD Fuel	3,298.31
			Public Works	PW Fuel	6,385.55
			Community Development	CDD Fuel	730.79
WEX BANK - EPAY Total					10,812.86
WILCO FARM STORE	0655	731180-6	Genl Govt/Facilities	Big Paddle Hay Bales	138.92
WILCO FARM STORE Total					138.92
WOODLAND SAW AND CYCLE INC.	2223	3525	Genl Govt/Facilities	PWFAC Chain Saw	63.16
			Public Works	PWFAC Chain Saw	451.45
WOODLAND SAW AND CYCLE INC. Total					514.61
WSP USA INC.	3338	40039577	Community Development	04.2024 Comprehensive Plan and System Plan Updates	33,480.18
WSP USA INC. Total					33,480.18
Grand Total					1,475,364.75

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 2024

AGENDA ITEM NAME: Approval of Minutes from the May 23, 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. 05-23-2024



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
MAY 23, 2024**

Regular Meeting - 6:30 PM

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

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

Present:

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

- 3. Late changes to the agenda**

II. PROCLAMATION - PRIDE MONTH

III. COMMISSION/BOARD APPOINTMENTS

1. Appointment of Planning Commission Member, Position No. 1

Appointment of Stephen Mullinax to Planning Commission.

MOTION: MOVED TO APPOINT STEPHEN MULLINAX TO PLANNING COMMISSION, POSITION NO. 1.

RESULT: (UNANIMOUS)

MOVER: Mayor Pro Tem Jennifer Lindsay

SECONDER: Council Member Judy Chipman

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

2. Appointment of Parks Board Member, Position No. 4

Appointment of John Rafanelli to Parks Board.

MOTION: MOVED TO APPOINT JOHN RAFANELLI TO PARKS BOARD, POSITION NO. 4.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Judy Chipman
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

3. Appointment of a citizen to serve on the 2025 Budget Advisory Committee

Appointment of Alex Pace to the Budget Advisory Committee.

MOTION: MOVED TO APPOINT ALEX PACE TO 2025 BUDGET ADVISORY COMMITTEE.

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. Appointment of two Council Members to serve on the 2025 Budget Advisory Committee

Appointment of Councilor Favela and Councilor Burkle to the Budget Advisory Committee.

MOTION: MOVED TO APPOINT COUNCILOR FAVELA AND BURKLE TO BUDGET ADVISORY COMMITTEE.

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

IV. PUBLIC COMMENT

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

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

V. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Clyde Burkle
SECONDER:	Council Member Katie Favela
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 May 2, 2024 & May 9, 2024, Meeting**

VI. BUSINESS

1. **Second 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 Long-Term General Obligation 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 findings and valuation. The City considers the offer to be fair and equitable. However, UFS indicated they have received communication from the Arthurs confirming they received the City's offer, and within several emails there was a counteroffer which was quickly rescinded 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, but 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 indicate they are requesting the City provide a copy of the City's record of necessity (possession and use). This item provides for the public use and necessity eminent domain action requested by the Arthurs. Because the project is now out to bid, 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. A public hearing was held on April 25, 2024, along with the first reading of the eminent domain ordinance Number 1422. No public comment was received at the hearing.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1422 AS PRESENTED, AND DIRECT THE CITY ATTORNEY AND STAFF TO TAKE APPROPRIATE ACTIONS AS NOTED FOR THE PURPOSES OF ACQUIRING THIS PROPERTY AS A PUBLIC USE AND NECESSITY FOR THE PIONEER WIDENING AND 50TH AVENUE ROUNDABOUT PROJECT.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Clyde Burkle
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

2. First Reading of Ordinance No. 1424 - 2024 Budget Amendment - Kirk Johnson, Finance Director

The 2024 budget amendment includes \$9,359,200 in new and reappropriated expenditures and the recognition of issuance costs and a transfer from the Debt Service Fund to the General Capital Fund of up to \$32 million total for the 2024 LTGO Bond issuance that will support the tax increment area (TIA) projects. The budget request includes \$106,200 in ongoing expenses and the balance of the amendment is related to capital or one-time expenses. The amendment includes the recognition of \$1.3 million in new grant funds and reappropriation of \$500k in grant funds that were not received in 2023. Additional revenue recognition of \$720k for work performed on joint projects is included in the amendment. The 2024 adopted budget included a bond issuance of \$28 million. The amendment includes an increase of \$4 million to a total bond issuance of up to \$32 million to fund the construction, construction management, professional service, and right of way acquisition for the Pioneer Widening project. Additional funding from the bond issuance will cover the acquisition of land and a regional storm water facility to support storm runoff in the TIA and the acquisition of land for a fire station up to \$2 million dollars that will be able to service the TIA as voluntary mitigation agreed to with Clark Cowlitz Fire Rescue. The total fund balance impact for all funds is \$4,497,200, including operating funds. \$998,600 in the General Fund, \$33,100 in Community Development, \$187,500 in the Water Fund, and \$33,000 in the Storm Fund. The balance of the impact is from capital funds to fund new or existing capital projects and pay the initial debt service payment on the 2024 bond issuance.

First reading conducted.

3. Approval of Resolution No. 647 - Financial Policy #17 Apprenticeship Policy - Kirk Johnson, Finance Director

The Washington State Legislature adopted HB 1050 to expand apprenticeship utilization requirements on public works construction projects effective July 1, 2024. City staff have been working with other local agencies to identify the requirements and best practice policy for implementation of the apprenticeship utilization policy. Staff circulated the policy to other local agencies in SW Washington, the Labor Roundtable group, local contractors and the Department of Labor and Industries for input on the policy. The purpose of this policy is to create efficient policies and procedures for the City of Ridgefield's apprenticeship program. The program implements the requirements of The Washington State Apprenticeship and Training Council's (WSATC) established apprenticeship program standards. The policy provided implements the utilization requirements in a tiered format to match the approved legislation. Beginning at a \$2 million threshold for requiring apprenticeship utilization on July 1, 2024, and ending with a \$1 million threshold ongoing beginning July 1, 2028. The policy and legislation require agencies to have a minimum 15% apprenticeship utilization threshold for all public works construction projects at or over these thresholds. To insure the requirements are met, the legislation includes the need for penalties to be assessed if the contractor does not meet the requirements of the policy. Staff have included incentives in the policy to incentivize the contractor to meet or exceed their 15% utilization requirements. The policy includes an incentive for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Businesses, contractors or subcontractors as certified by the Washington State Office of Minority & Women's Business Enterprises (OMWBE) to increase their incentive payout or reduce their penalty if applicable.

MOTION: MOVED TO ADOPT RESOLUTION NO. 647 AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Judy Chipman
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. Approval of Resolution No. 649 - Designation of the Official Newspaper - Kirk Johnson, Finance Director

RCW 35A.21.230 provides that “Each code city shall designate an official newspaper by resolution. The newspaper shall be of general circulation in the city and have the qualifications prescribed by chapter 65.16 RCW”. City procurement policy requires services, including selection of the official newspaper, to be obtained using due diligence for both price and quality. Therefore, the city must have one official newspaper that it should contract with based on an annual bid process. The city may, of course, publish notices in newspapers in addition to the official newspaper. A request for bids was published in the Reflector and the Columbian with a deadline for submission no later than 2:00 PM on May 9, 2024. The bid is for publication during the period of June 1, 2024, through May 31, 2025. The staff received two bids from the Columbian (the current official newspaper) and the Reflector. The city does use both newspapers for select advertisements. Staff requests council consideration of the circulation size, publishing 6 days a week, and the online presence to award the official newspaper. The bid from the Columbian matches the current rates charged to the city.

The City Council conducted a discussion.

MOTION: MOVED TO ADOPT RESOLUTION NO. 649 DESIGNATING COLUMBIAN AS THE OFFICIAL NEWSPAPER OF RECORDS FOR THE CITY OF RIDGEFIELD FOR THE PERIOD JUNE 1, 2024, THROUGH MAY 31, 2025, WITH CONSIDERATION FOR PUBLICATION IN THE REFLECTOR.

RESULT:	(5-2)
MOVER:	Mayor Pro Tem Lindsay
SECONDER:	Council Member Chipman
AYES:	Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Wells, Council Member Chipman, Council Member Burkle
NAYS:	Council Member Cole, Council Member Favela

5. Approval of Resolution No. 648 - Golden Acres Intent to Annex - Claire Lust, Community Development Director

The Intent to Annex includes one parcel off NW Carty Road. The parcel is in the Ridgefield Urban Growth Area (UGA) and is contiguous with the existing Ridgefield City limits on three sides. Therefore, the parcel # 216700000 is eligible for annexation. The comprehensive plan designation on the site is Urban Low (UL). The current Clark County zoning is Single Family Residential (R1-10), with the Urban Holding – 10 (UH-10) overlay. RDC 18.210.015.A states that the city shall designate all newly annexed lands designated for urban low density residential as Residential Low Density 4, 6, or 8. Under the adopted Carty Road Subarea Plan, the zoning designation is RLD-4. Per the applicant’s introductory statement, they intend to develop the parcel with housing following annexation. The adopting ordinance for annexation would limit the ability to subdivide the parcel and lift Urban Holding until development code provisions implementing the

goals of the Carty Road Subarea Plan are adopted.

MOTION: MOVED TO ADOPT RESOLUTION NO. 648 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

6. Motion - Approval of the Bylaws for the Planning Commission, Parks Advisory Board, and Roundabout Committee - Lee Knottnerus, Deputy City Manager

The Rules of Procedure for the Planning Commission and Parks Board were adopted at the time the Commission and Board were established. The Rules have not been reviewed and updated by City Council for 12+ years. The Roundabout Committee was established in 2023, and Rules of Procedure have not yet been approved by Council.

The proposed Rules of Procedure are before Council for the following reasons:

1. To create uniform Rules and processes across City boards and commissions where feasible and practicable.
2. To assure Rules are consistent with Ridgefield Municipal Code and Washington State Law.
3. To update Rules for compliance with changes in practice, community expectations and applicable laws.
4. To assure clarity in the meaning and language of the Rules.

The City Council discussed proposed changes.

MOTION: MOVED TO ADOPT THE RULES OF PROCEDURES FOR PLANNING COMMISSION, PARKS BOARD AND THE ROUNDABOUT COMMITTEE AS AMENDED TO INCLUDE QUALIFICATION REQUIREMENTS FOR THE ROUNDABOUT COMMITTEE WITHIN UGA, THREE UNEXCUSED ABSENCES WITHIN A ONE-YEAR PERIOD, REMOVE 30 MINUTES LIMIT FOR PUBLIC COMMENT, ADD REQUIREMENT THAT COUNCIL REVIEWS THE BYLAWS EVERY 5 YEARS OR AS RECOMMENDED BY THE BOARD/COMMISSION.

RESULT:	(5-1)
MOVER:	Council Member Cole
SECONDER:	Mayor Pro Tem Lindsay
AYES:	Mayor Pro Tem Lindsay, Council Member Cole, Council Member Chipman, Council Member Burkle, Council Member Favela
NAYS:	Mayor Onslow
ABSTAIN:	Council Member Lee Wells

7. Motion - Approval of Contract Amendment with Aetta Architects for Design and Permitting for the Ridgefield Community and Recreation Center Project - Steve Stuart, City Manager

In April 2021, the City engaged Aetta to create a site plan for a community and recreation center in Ridgefield. Due to delays associated with lack of agreement between the City of Ridgefield and the YMCA on the overall square footage of the building, the design of the separate SR 501 (Pioneer Street) right-of-way project needed to coordinate the YMCA site design, and costs associated with different project designs, that work has yet to be completed. To date, \$340,645.66 of the original \$392,500 contract

(including previous amendments) has been spent to complete multiple iterations of draft site plan (accounting for different building envelopes and road connections), environmental delineations, civil work, and LEED assessment. However, for the project team to complete site plan and permitting by the end of 2024 (as is included in the most recent project schedule), work on the site plan must be completed including additional architectural, geotechnical, environmental, civil engineering, and permitting. The additional fees and costs related to the services of those disciplines are detailed in the proposed contract amendment (04-R). The contract amendment request with Aetta is to increase their contract amount by \$146,000 to a total not to exceed \$538,500.

MOTION: MOVED TO APPROVE THE CONTRACT AMENDMENT WITH AETTA FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE RIDGEFIELD COMMUNITY AND RECREATION CENTER PROJECT IN THE AMOUNT \$146,000 AND INCREASE THEIR CONTRACT BUDGET TO AN AMOUNT NOT TO EXCEED \$538,500.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Katie Favela
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

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 Burkle - Attended Ridgefield Junction Neighborhood Association Meeting, CRWWD Meeting, City Manager Briefing, Port of Ridgefield Meeting, Roundabout Grape Trimming.
Council Member Wells - Attended Ridgefield Junction Neighborhood Association Meeting, City Manager Briefing
Council Member Chipman - Attended Friends of the Refuge Meeting, Meeting with PUD for Comp Plan Outreach, CRWWD Meeting, Ridgefield Junction Neighborhood Association Meeting, CREDC Board Meeting, Basic Law Enforcement Academy Graduation.
Council Member Favela - Comp Plan Outreach Meetings, Stormwater Facilities Tour with Ryan Thamert and City Tour with Steve Stuart.
Council Member Cole - Comp Plan Outreach Meetings.
Mayor Pro Tem Lindsay - Comp Plan Outreach Meetings, ECHO Meeting, AWC Priorities Meeting, CCFR Meeting, Basic Law Enforcement Academy Graduation.

2. Mayor

Attended C-TRAN Meeting, Ridgefield Junction Neighborhood Association Meeting, Basic Law Enforcement Academy Graduation, Roundabout Grape Trimming.

3. City Manager

City Manager Steve Stuart - Ridgefield Raptors Opening Night is May 30th.
Public Works Director Chuck Green - Stormwater Facilities Update, Pioneer Widening Project Update.
Community Development Director Claire Lust - Comp Plan Outreach Update.
Finance Director Kirk Johnson - SAO Audit Exit Conference Update.
Deputy City Manager Lee Knottnerus - Historic Storyboard Update, Gragon Board Ceremony and Big Paddle Update.
Police Chief Cathy Doriot - Two Newly Commissioned Officers Graduated on May 21st.

IX. ADJOURN

9:10PM

Julie Ferriss, City Clerk

Ron Onslow, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 2024

AGENDA ITEM NAME: Downtown Parking Plan

GOVERNING LEGISLATION

Revised Code of Washington Title 35 – Cities and Towns
Ridgefield Municipal Code - Chapter 10.12, Parking

PREVIOUS COUNCIL ACTION TAKEN:

Various parking ordinances and code amendments between 2008 and 2017.

SUMMARY/BACKGROUND:

With sweeping views of the Wildlife Refuge, a wide range of new businesses, renovation of existing buildings, unique shops and charming restaurants, demand for on-street parking space has increased over the past 2-3 years. One ongoing challenge to this has been the lack of parking available in the Downtown Core Area. The City has been working with Downtown merchants, residents and Ridgefield Main Street to identify potential solutions to open up additional parking capacity in the downtown core and address a host of issues related to parking; traffic, bicycle and pedestrian circulation; accessibility and safety.

Common parking issues reported by downtown businesses and community members include:

- Parking availability in downtown core (Pioneer from 5th Avenue to Main Avenue, Main Avenue from Pioneer Street to Mill Street)
- Lack of ADA parking
- Lack of designated loading zones
- Curb markings for parking zones need to be refreshed
- Poor sight distance at core intersections (N 4th Avenue and Pioneer, N 3rd Avenue and Pioneer)
- Wrong way drivers in one-way zone on S Main Avenue
- Need for designated longer term parking (i.e. for residents, business employees)
- Pioneer Street is too narrow for vehicles with boats/trailers
- Current no-parking zones are based on situations that no longer exist (such as pole truck routes to the waterfront).

Through community input including two meetings with Ridgefield Main Street, comments received from the Ridgefield Roundtable page, one-on-one discussions and meetings with other community groups and downtown stakeholders, City staff have developed a series of short term and longer term improvements that have culminated in this proposed Downtown Parking Plan.

There are several issues that have been raised that City staff have implemented, including:

- Reviewed and installed signage and markings to alleviate wrong-way drivers on S. Main as well as on N 5th Avenue

- Worked with the Ridgefield Postmaster on a "one stop approval process" for downtown mailbox requests
- Discussed with Ridgefield School District parking along Pioneer in front of the RACC
- Discussed parking around the Port's Bus Barn building they are intending to improve
- Received a Community Development Block Grant to improve Sargent Street from S. Main to S. 3rd Avenue, including a new parking lane.

The Downtown Parking Plan includes a focus for weekday parking policies along Main Avenue and Pioneer Street on business customers as well as other improvements, which are presented here for Council discussion and approval. These include:

City Manager/ City Staff actions:

- Designate additional ADA parking spaces to improve accessibility and mobility around downtown
- Update designation of up to two 15-minute limit spaces per block along Main and Pioneer in downtown core, weekdays 8 AM to 5 PM.
- Install wayfinding signage for existing public parking areas at Davis Park and along Railroad Avenue.
- Update parking code to restrict parking in front of mailboxes (*Note: this would be a code amendment which will be brought back for future Council Action*).
- Provide shuttles for large events downtown (now being planned for some events).
- Designate two-hour weekday limit on all other spaces in downtown core, weekdays 8 AM to 5 PM.

Summary of Policy Items:

- Remove no-parking restrictions along Pioneer, Main, N 3rd Ave.
- Designate 2-hour weekday limit on spaces along Main and Pioneer, as well as on N Fifth Ave., in downtown core, weekdays 8 AM to 5 PM.
- Establish weekday morning loading zones along Main Avenue near Pioneer.
- Update parking code to restrict parking in front of mailboxes.
- Parking and traffic changes along specific streets in Downtown Core (Main, Pioneer, N 3rd Ave., N 4th Ave., N 5th Ave).
- Provide shuttles for large events downtown (now in place for some events).
- Install wayfinding signage for existing public parking areas at Davis Park and along Railroad Avenue.

Pioneer Street:

- Convert no parking spaces along RACC to public parking (two-hour weekday limit)
- Extend yellow curbs at intersections along Pioneer to provide larger vehicle pull-offs for vehicles towing wide boats.

N 5th Avenue:

- Convert gravel area on the west side of the street to angled, two-hour parking spaces with signage.
- Investigate a resident request for an additional ADA parking space along street.

N 4th Avenue

- Convert to One-Way from Pioneer to Simons Streets (alleviates sight distance issue)
- Install a mix of parallel and angled parking, similar to N 5th Avenue, based on the roadway configuration.

N 3rd Avenue

- Convert to parking spaces as appropriate (removes no parking restrictions along most of street)

North and South Main

- Loading zone (8am to noon, weekdays)
 - West side of N. Main, two spaces
 - East side of S. Main, two spaces
- Two hour weekday limit all other spaces
 - Angle spaces in front of Overlook Park
 - Main from Pioneer to Simons
 - Add ADA space next to existing one along curb, angle parking area at Overlook Park
- Rebuild Sargent Street from S Main to S 3rd Avenue, adding a parking lane. This project is funded by a Community Development Block Grant and is expected to occur in 2025.

Longer term items

- Continue to assess ways to improve enforceability of parking code.
- Assessment of a downtown municipal parking lot.
- Consideration of parking needs as part of the Waterfront Park Master Plan, including for events at that location that may need parking for users of the future multi-use path/overpass along

Division Street.

Implementation of the Downtown Parking Plan is estimated to increase on-street parking supply by 20-30 spaces, or approximately 10% over what exists today.

BUDGET/FINANCIAL IMPACTS:

None at this time (presentation only). Budget for signage, striping, pavement markings and wayfinding signs is included in the Public Works Operating Budget.

RECOMMENDED ACTION OR MOTION:

Council discussion and direction are requested on this item on the Parking Plan's policy items:

- Removal of no-parking restrictions along Pioneer, Main, N 3rd Ave.
- Designate two-hour weekday limit on spaces along Main and Pioneer, as well as on N Fifth Ave., in downtown core, weekdays 8 AM to 5 PM.
- Establish weekday morning loading zones along portions of Main Avenue near Pioneer
- Update parking code to restrict parking in front of mailboxes
- Parking and traffic changes along specific streets in Downtown Core (Main, Pioneer, N 3rd Ave., N 4th Ave., N 5th Ave.).
- Organizing shuttles for large events downtown (now in place for some events).
- Install wayfinding signage for existing public parking areas at Davis Park and along Railroad Avenue.

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Downtown Parking Plan Council Presentation 06-13-24_final 061124



Presentation: Proposed Downtown Ridgefield Parking Plan

Ridgefield City Council | June 13, 2024

Background

Objective of the Parking Study: Identify adequate parking for downtown merchants, customers, residents and deliveries

- Update 2016 Parking Inventory
- Changes over past 5-7 years
- Requests and Ideas from Community/Ridgefield Main Street
- Current and Future Considerations
- Administrative Items (Can be Implemented Now) and Policy Items (Council action needed)

Parking Issues from Business & Community Members

- **Community Input:**
 - Two meetings with Ridgefield Main Street
 - Ridgefield Roundtable project page
 - One-on-one and group discussions with other community groups and downtown stakeholders
- **Parking availability in downtown core continues to be an issue**
 - Pioneer from 5th to Main
 - Main from Pioneer to Mill and south of Pioneer
 - Lack of ADA parking
 - In and around the RACC
- **Lack of designated loading zones**
- **Curb markings for parking zones need refreshed & signage**
- **S. Main south of Pioneer**
 - People using Overlook Park use up much of the parking for businesses
 - What will happen when the Splash Pad opens up?
 - Still having wrong-way drivers (recent arrows may have cured this problem)
- **Longer term parking (more than a couple of hours)**
 - Business employees using up high-demand parking along Pioneer and Main
 - Need better wayfinding to Port's and Davis Park parking lots



Parking Issues from Business & Community Members

Remove most no-parking zones in front of RACC and along N 3rd Avenue

- Holdovers from truck routes and View Ridge Middle School original location
- No longer needed
- Some no-parking zones to be retained for safety, sight distance reasons

Pioneer is too narrow for vehicles with boats/trailers

Downtown parking needs to consider downtown residents, too

- Downtown Mailbox requests: parking impacts, no current ordinance related to blocking mailboxes

Need to look at ADA parking spaces – one already designated by Overlook Park may not be fully usable by vans; may need others around downtown.

Can a shuttle (C-TRAN, Port, other) be used to circulate people around?

Sight distance issues on 4th Avenue turning left onto Pioneer

What will Waterfront parking look like?



Parking Plan – Bus Barn (Port of Ridgefield)

Input from Port (new building owners)

- Current tenant improvement proposal for development review
- OK to convert to public parking on 3rd Avenue, Pioneer frontage
- Garage doors to be converted for retail use, no vehicles (OK for parking)

Alley to be converted to in-only from Pioneer (sight distance issue)



Parking Plan – Things City Has Done

Reviewed signage and markings to alleviate wrong-way drivers on S. Main

- Added one-way turn arrow from S. Main to Sargent near Eagle's View Park (Completed)
- Assessed if additional signage is needed (Completed, staff concludes signage is adequate)

Discussed with School District Parking Along Pioneer at RACC

- Current configuration is a holdover from View Ridge Middle School original location
- OK with removing restrictions as long as adequate sight distance entering Pioneer is maintained

Response to Other Requests

- Added one-way signage on N 5th Avenue to alleviate wrong-way driving

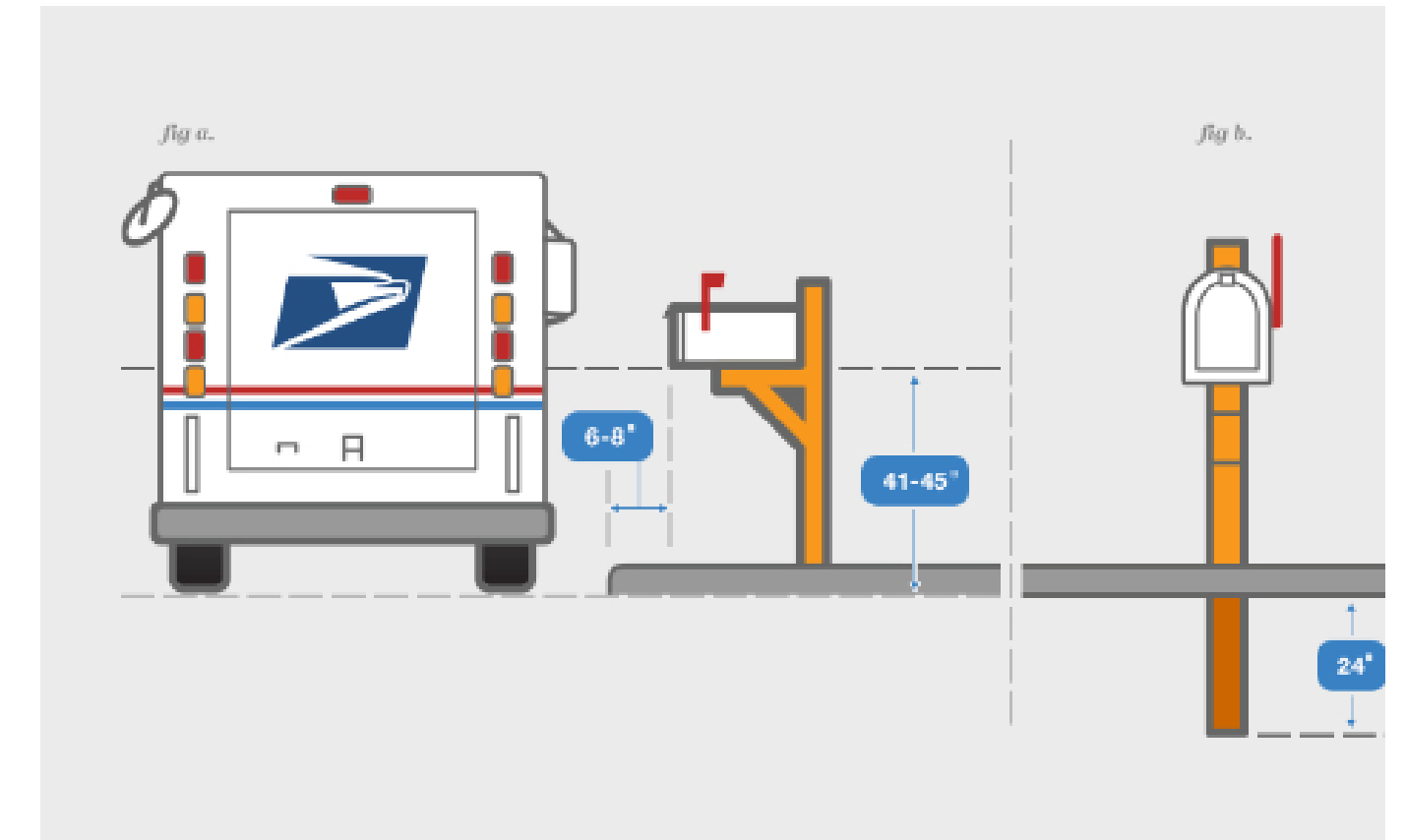


Parking Plan – Things City Has Done

Agreement with Ridgefield Postmaster for downtown mailbox request

- Postmaster receives and forwards requests to Public Works for review
- Public Works reviews for impacts to ADA/sidewalks, parking, sight distance
- Postmaster gives approval after Public Works has approved

Received Community Development Block Grant for project which will add parking lane to Sargent Street, S. Main to S 3rd Avenue.



Parking Plan – Things City Can Do Now

Wayfinding signage for public parking lots

- To Davis Park
- To Port's Railroad Avenue parking area
- Can implement this fall

City Manager actions:

- Designate additional ADA parking spaces to improve ADA accessibility and mobility around downtown
- Update designation of up to two 15-minute limit spaces per block along Main and Pioneer in downtown core, weekdays 8 AM to 5 PM.
- Can implement this fall

Current 24-hour maximum parking time limit on Pioneer and Main in central area



Parking Plan –Summary of Policy Items

Some items may require amendments to RMC 10.12 Parking code which will be brought back for future Council action

- Remove no-parking restrictions along Pioneer, Main, N 3rd Ave.
- Designate 2-hour weekday limit on spaces along Main and Pioneer, as well as on N Fifth Ave., in downtown core, weekdays 8 AM to 5 PM.
- Establish weekday morning loading zones along Main Avenue near Pioneer
- Update parking code to restrict parking in front of mailboxes
- Parking and traffic changes along specific streets in Downtown Core (next slides).
- Provide shuttles for large events downtown (now in place for some events).
- Install wayfinding signage for existing public parking areas at Davis Park and along Railroad Avenue.



Parking Plan –Specific Locations

- **Pioneer Street:**
 - Convert no parking spaces along RACC to public parking (two-hour weekday limit)
 - Extend yellow curbs at intersections along Pioneer to provide larger vehicle pull-offs for vehicles towing wide boats.
- **N 5th Avenue:**
 - Convert gravel area on the west side of the street to angled, two-hour parking spaces with signage.
 - Investigate a resident request for an additional ADA parking space along street.
- **N 4th Avenue:**
 - Convert to One-Way from Pioneer to Simons Streets (alleviates sight distance issue)
 - Install a mix of parallel and angled parking, similar to N 5th Avenue, based on the roadway configuration.
- **N 3rd Avenue**
 - Convert to parking spaces as appropriate (removes no parking restrictions along most of street)



Parking Plan —North and South Main

- Loading zone (8am to noon, weekdays)
 - West side of N. Main, two spaces
 - East side of S. Main, two spaces
- Two hour weekday limit all other spaces
 - Angle spaces at Overlook Park
 - Main from Pioneer to Simons
- Convert general parking space to ADA next to existing one along angle parking area at Overlook Park
- Rebuild Sargent Street from S Main to S 3rd Avenue, adding a parking lane. *This project is funded by a Community Development Block Grant and is expected to occur in 2025.*



Parking Plan – Longer-Term Items for Further Study

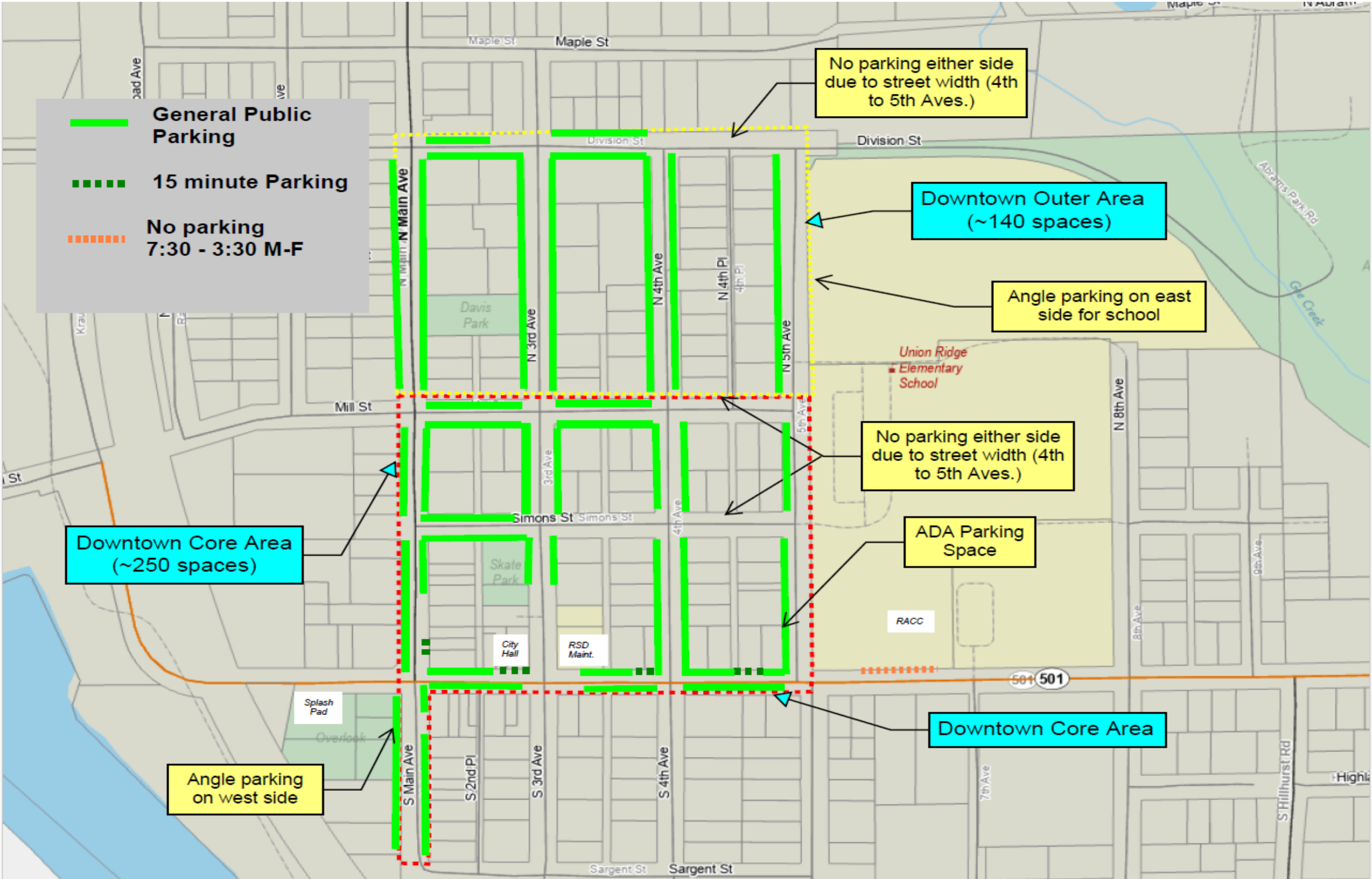
Continue to assess ways to improve enforceability of parking code.

Assessment of a downtown municipal parking lot.

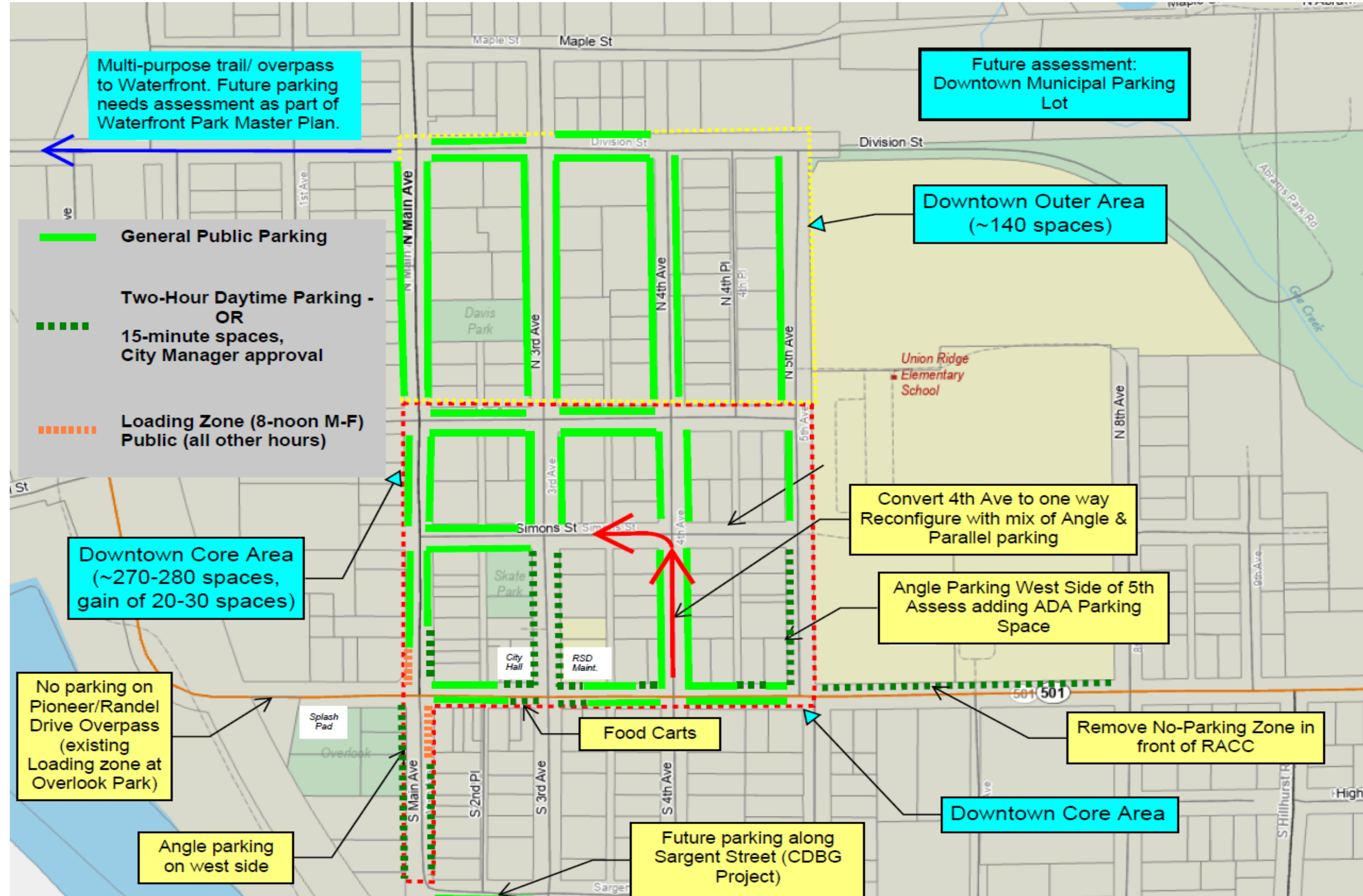
Consideration of parking needs as part of the Waterfront Park Master Plan, including for events at that location that may need parking for users of the future multi-use path/overpass along Division Street.



On-Street Parking – Current Situation



On-Street Parking – With Proposed Changes



Parking Plan –For Council Discussion and Direction

Some items may require amendments to RMC 10.12 Parking code which will be brought back for future Council action

- Remove no-parking restrictions along Pioneer, Main, N 3rd Ave.
- Designate 2-hour weekday limit on spaces along Main and Pioneer, as well as on N Fifth Ave., in downtown core, weekdays 8 AM to 5 PM.
- Establish weekday morning loading zones along Main Avenue near Pioneer
- Update parking code to restrict parking in front of mailboxes
- Parking and traffic changes along specific streets in Downtown Core (next slides).
- Provide shuttles for large events downtown (now in place for some events).
- Install wayfinding signage for existing public parking areas at Davis Park and along Railroad Avenue.



Keep in Touch



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**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 2024

AGENDA ITEM NAME: Second Reading of Ordinance No. 1424 - 2024 Budget Amendment

GOVERNING LEGISLATION

Revised Code of Washington Chapter 35A.33, City of Ridgefield Financial Policy #07: Budget

PREVIOUS COUNCIL ACTION TAKEN:

Council adopted Ordinance No. 1415 pertaining to the 2024 Budget on December 7, 2023.

SUMMARY/BACKGROUND:

The 2024 budget amendment includes \$9,460,200 in new and reappropriated expenditures and the recognition of issuance costs and a transfer from the Debt Service Fund to the General Capital Fund of up to \$32 million total for the 2024 LTGO Bond issuance that will support the tax increment area (TIA) projects. The budget request includes \$106,200 in ongoing expenses and the balance of the amendment is related to capital or one-time expenses. Additional interfund transfers to support operations and maintenance and capital requests are \$3,798,000.

The amendment includes the recognition of \$1.3 million in new grant funds and reappropriation of \$500k in grant funds that were not received in 2023. Additional revenue recognition of \$750k for work performed on joint projects is included in the amendment. The 2024 adopted budget included a bond issuance of \$28 million. The amendment includes an increase of \$4 million to a total bond issuance of up to \$32 million to fund the construction, construction management, professional service, and right of way acquisition for the Pioneer Widening project. Additional funding from the bond issuance will cover the acquisition of land and a regional storm water facility to support storm runoff in the TIA and the acquisition of land for a fire station up to \$2 million dollars that will be able to service the TIA as voluntary mitigation agreed to with Clark Cowlitz Fire Rescue.

The total fund balance impact for all funds is \$4,662,200, including operating funds. \$1,012,600 in the General Fund, \$33,100 in Community Development, \$187,500 in the Water Fund, and \$33,000 in the Storm Fund. The balance of the impact is from capital funds to fund new or existing capital projects and pay the initial debt service payment on the 2024 bond issuance.

Refer to the attached exhibit "A" for Ordinance No. 1424 and the attached presentation, for a list of revenue impacts and appropriation requests.

BUDGET/FINANCIAL IMPACTS:

Please refer to Exhibit "A" attached to Ordinance No.1424 and the included presentation for budget impacts.

RECOMMENDED ACTION OR MOTION:

If the City Council chooses to adopt Ordinance No. 1424, a motion would be:
"I move to adopt Ordinance No. 1424, 2024 budget amendment as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. 2024 Budget Amendment Exhibit A
2. 2024 Budget Amendment 1 Presentation

ORDINANCE NO. 1424

An Ordinance of the City of Ridgefield, Washington Amending Ordinance No. 1415 Pertaining to the 2024 Budget

WHEREAS, the Ridgefield City Council at its regular meeting on December 7, 2023 adopted Ordinance No. 1415 which adopted the City of Ridgefield 2024 budget; and

WHEREAS, the City of Ridgefield deems it necessary to adjust its forecast for revenue and appropriate additional expenditures in 2024 to the funds that are identified in the attached Exhibit "A" of the 2024 budget amendment; and

WHEREAS, these expenditures were not anticipated at the time of the adoption of the 2024 budget.

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 public interest to amend the 2024 budget to account for revenues and expenditures that were not anticipated at the time of adoption.

Section 2. Budget Amendment Adopted. Ordinance No. 1415 and the budget of the City of Ridgefield for fiscal year 2024 shall be amended to include the additional receipt and/or reduction of funds and the additional and/or reduction of expenditures addressing the funds shown in the attached Exhibit "A".

Section 3. Severability. Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

Section 4. Regulatory Conflicts. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of the inconsistency or conflict.

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

Section 6. Effective date. This ordinance shall be in full force and effect five (5) calendar days after adoption and publication pursuant to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON ON THE 13th DAY OF JUNE, 2024.

Ron Onslow,
Mayor

ATTEST:

Julie Ferriss,
City Clerk

APPROVED AS TO FORM:

Janean Parker,
City Attorney

First Reading:	May 23, 2024
Second Reading	June 13, 2024
Date of Publication:	June 19, 2024
Effective Date:	June 25, 2024



2024 Budget Amendment #1

Ordinance #1424

Expense				Revenue						
Project	Current Budget	New Budget	Net Change	Current Budget	New Budget	Net Change	Fund	Impact	Funding Source	Description
Lead Engineer 0.5 FTE	-	66,200.00	66,200.00	-	-	-		(66,200.00)	General Fund, Permit Fees	New part-time lead engineer positon to complete civil engineering review for development and capital project engineering review. 50/50 Gen Fund and CDD.
iDesign Interactive Sign at Overlook Park	-	30,000.00	30,000.00	-	10,000.00	10,000.00		(20,000.00)	General Fund, Lumen Grant	Interactive sign installation at Overlook Park.
Property Lease - Bluffs	-	45,000.00	45,000.00	-	-	-		(45,000.00)	General Fund	Lease for 2,500 sq ft of additional space at Bluffs and space for a storage room in the garage. Full annual lease ~\$95k per year.
Liability Insurance	600,000.00	665,000.00	65,000.00	-	-	-		(65,000.00)	General Fund	Increased expense related to liability insurance above initial forecast.
All Terrain Vehicle (PD)	-	37,000.00	37,000.00	-	37,000.00	37,000.00		-	Grant	Purchase all terrain vehicle for PD. Grant contingent.
Comp Plan - Climate Action	-	300,000.00	300,000.00	-	300,000.00	300,000.00		-	Grant	Additional climate action work included in 2025 comp plan update. Received a \$300k grant to cover expense.
Comp Plan Periodic Update	150,000.00	150,000.00	-	100,000.00	125,000.00	25,000.00		25,000.00	Grant	Recognize additional grant funding for periodic update for the 2025 comp plan.
Street Fund Ops General Fund Transfer	739,935.00	839,935.00	100,000.00	-	-	-		(100,000.00)	General Fund	Increase General Fund transfer to support street operations and maintenance.
Roundabout Committee Funding	-	50,000.00	50,000.00	-	-	-		(50,000.00)	General Fund	Provide funding for the roundabout committee to complete planning on city roundabouts.
Streetlight Repair and Replacement	50,000.00	100,000.00	50,000.00	-	-	-		(50,000.00)	General Fund	Increase budget for streetlight repair and replacement. Pre-order light poles to have available for future replacements.



2024 Budget Amendment #1

Ordinance #1424

Expense				Revenue					
Water System Plan Update	-	112,500.00	112,500.00	-	-	-	(112,500.00)	Water Fund	Reappropriate \$100k budget from 2023 and add \$12,500 for amendment to complete water system plan update.
Well Pump Backup Pumps	50,000.00	125,000.00	75,000.00	-	-	-	(75,000.00)	Water Fund	Purchase backup pumps for wells 7, 8, 9, S 56th. Different HP for wells. Reduces downtime in event of failure. Best practice to have backup on hand.
Portable Inspection Camera	-	70,000.00	70,000.00	-	70,000.00	70,000.00	-	Grant	Purchase portable camera system to inspect storm pipes. Covered by Dept. of Ecology grant funding recognized in adopted budget.
4 Hybrid Ford Explorer Patrol Vehicles	-	300,000.00	300,000.00	-	-	-	(300,000.00)	General Fund, ERF	Reappropriate funding for orders placed 1+year ago. 50/50 funding from Gen Fund and ERF.
2 Ford Lightning Pickups for Public Works	-	131,000.00	131,000.00	-	-	-	(131,000.00)	ERF	Reappropriate funding for orders placed in 2023 and vehicles delivered in 2024.
Debt Service 2024 LTGO Bond	-	650,000.00	650,000.00	-	-	-	(650,000.00)	REET	Interest only payment Dec 2024 for 2024 LTGO Bonds for TIA projects.
2024 LTGO Bond	-	-	-	28,000,000.00	31,335,000.00	3,335,000.00	3,335,000.00	2024 LTGO Bond	Increase to bond revenue line item in Debt Service Fund.
2024 LTGO Bond Issuance Costs	-	300,000.00	300,000.00	-	-	-	(300,000.00)	2024 LTGO Bond	Issuance costs for bond attorney, financial advisor, credit rating and underwriter fees.
2024 LTGO Bond Project Transfer (Road)	-	30,535,000.00	30,535,000.00	-	-	-	(30,535,000.00)	2024 LTGO Bond	Recognize project transfer budget from Debt Service fund to Gen Gov Capital Fund for Pioneer widening.
2024 LTGO Bond Project Transfer (Storm)	-	1,165,000.00	1,165,000.00	-	-	-	(1,165,000.00)	2024 LTGO Bond	Recognize project transfer budget from Debt Service fund to Storm Capital Fund for regional storm facility.



2024 Budget Amendment #1

Ordinance #1424

Expense				Revenue					
Regional Storm Facility	850,000.00	1,165,000.00	315,000.00	850,000.00	1,165,000.00	315,000.00	-	2024 LTGO Bond	Amendment for increased purchase price of parcel and storm facility.
Pioneer St ROW Acquisition	2,500,000.00	2,750,000.00	250,000.00	2,500,000.00	2,750,000.00	250,000.00	-	2024 LTGO Bond	Amendment for increased cost estimate for ROW acquisition for Pioneer widening project.
Pioneer Widening Design	166,000.00	266,000.00	100,000.00	166,000.00	266,000.00	100,000.00	-	2024 LTGO Bond	Amendment to increase budget to match work and contract for design work on Pioneer widening project.
Pioneer Widening - Sewer Work	-	700,000.00	700,000.00	-	700,000.00	700,000.00	-	CRWWD	Budget for sewer work included in the Pioneer widening project. Expense reimbursed by CRWWD.
Pioneer St Extension	420,000.00	920,000.00	500,000.00	420,000.00	920,000.00	500,000.00	-	Grant	Reappropriate funding from 2023 to complete Pioneer St extension work. Funded through Build grant.
Property Purchase 211 N Main Ave	-	190,000.00	190,000.00	-	-	-	(190,000.00)	General Fund	Purchase of land at 211 N Main Ave.
Commerce MLB Grant	-	-	-	257,500.00	450,000.00	192,500.00	192,500.00	Grant	Recognize additional grant fnding from the Dept. of Commerce MLB grant. Funds field house and fields 4/5 lights.
YMCA Site Plan and Building Design	100,000.00	2,100,000.00	2,000,000.00	91,000.00	2,091,000.00	2,000,000.00	-	General Fund	Amendment to add funding to complete construction ready documents for YMCA and community room. Transfer funding included in adopted budget.
Pioneer Overpass Art & Safety Screen	378,300.00	553,300.00	175,000.00	-	-	-	(175,000.00)	General Fund	Increase funding for match requirements for overpass safety screen and art project.
Waterfront Park Master Plan	60,000.00	85,000.00	25,000.00	30,000.00	50,000.00	20,000.00	(5,000.00)	General Fund	Reappropriate 2023 funding to account for full contract for consultants. Increase Port of Ridgefield share to agreed 50/50 cost split.



2024 Budget Amendment #1

Ordinance #1424

Expense				Revenue					
Park Laundry Cleanup	2,050,000.00	2,300,000.00	250,000.00	1,880,000.00	2,265,000.00	385,000.00	135,000.00	Grant	Increase expense and grant funding amount to full estimate and award amounts.
Hillhurst School Zone & Safety	35,000.00	325,000.00	290,000.00	-	290,000.00	290,000.00	-	Grant, Developer Share	Increase expense to complete design and construction of new safety crossings near schools. Received Complete Streets grant and developer share to fund project. Initial \$35k included in adopted budget.
S Royle Rd 15th to 5th Way	4,500,000.00	4,750,000.00	250,000.00	-	-	-	(250,000.00)	TIF	Amendment to increase budget for quantity increase in sidewalk construction. Funding from TIF for project.
Stormwater System Plan	-	33,000.00	33,000.00	-	-	-	(33,000.00)	Stom Fund	Reappropriation of funding for capital facilities plan update.
Parks Plan	-	16,500.00	16,500.00	-	-	-	(16,500.00)	General Fund	Reappropriation of funding for capital facilities plan update.
Transportation Capital Facilities Plan	-	99,000.00	99,000.00	-	-	-	(99,000.00)	General Fund	Reappropriation of funding for capital facilities plan update. Includes \$33k amendment. Funding from Generla Fund transfer to Street Fund.
ADA Transition Plan	-	70,000.00	70,000.00	-	56,000.00	56,000.00	(14,000.00)	Grant, General Fund	Amendment to add funding for an ADA transition and mobility/access plan. Received funding from USDOT for \$56k .
Pioneer to Shobert Water Line Replacement	-	1,100,000.00	1,100,000.00	-	-	-	(1,100,000.00)	WSDC	Amendment to add funding for construction of water line improvements (4" to 8" lines) Pioneer to Shobert. Part of the downtown water line replacement program. Funding from WSDC due to increased capacity and fire flow.
Kennedy Well Water Rights and Well Project	145,000.00	1,260,000.00	1,115,000.00	-	-	-	(1,115,000.00)	WSDC	Amendment to increase consultant contract to obtain water rights and complete Kennedy well project. Funding from WSDC due to increases water capacity.



2024 Budget Amendment #1

Ordinance #1424

Expense

Revenue

12,794,235.00	54,354,435.00	41,560,200.00	34,294,500.00	42,880,000.00	8,585,500.00	(32,974,700.00)
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Fund	Beginning Fund		Ending Fund
	Balance	Impact	Balance
General Fund	4,910,151	(1,012,600)	3,897,551
Building Fees	(19,255)	(33,100)	(52,355)
REET Fund	4,596,582	(650,000)	3,946,582
TIF Fund	332,959	(250,000)	82,959
Water Fund	4,083,587	(187,500)	3,896,087
Water SDC	5,575,425	(2,215,000)	3,360,425
Storm Fund	827,833	(33,000)	794,833
ERF	645,762	(281,000)	364,762
Fund Balance Impact		(4,662,200)	
2024 LTGO Bond		(28,665,000)	
Grants/Revenue Impact		352,500	
		(32,974,700)	



2024 Budget Amendment – Ordinance No. 1424
Second Reading June 13, 2024



2024 Budget Amendment – Ordinance No. 1424

2024 Policy Reserves

Fund Balance Source	2024 Reserves	2023 Reserves	% Change	Reserve % to 2024 Budget
General Fund	\$4,235,369	\$3,327,969	27.3%	28%
Community Development (Building Activities)	\$737,242	\$665,967	10.7%	20%
Water Fund	\$1,641,491	\$1,381,176	8.28%	18.9%
Storm Water Fund	\$765,898	\$646,251	19.25%	18.5%
Total Policy Reserves (Operating Funds)	\$7,380,000	\$6,021,363	22.6%	
Real Estate Excise Tax (Debt Service GO Bonds)	\$1,409,391	\$1,413,553	(-0.003%)	



2024 Budget Amendment – Ordinance No. 1424

Funding Sources

Fund Source	Amount
General Fund (Includes Street Fund)	\$1,012,600
Community Development (Building Activities)	\$33,100
Water Operating Fund	\$187,500
Storm Water Operating Fund	33,000
Real Estate Excise Tax (REET)	\$650,000
Traffic Impact Fee Fund (TIF)	\$250,000
Water System Development Charges (WSDC)	\$2,215,000
Equipment Replacement Fund (ERF)	\$281,000
Grants (New grant fund recognition)	\$1,765,500
Existing Grant (Dept of Ecology Storm Permit)	\$70,000
Bonds (Additional 2024 bond issuance)	\$4,000,000
Partner/Developer Funding (New recognition)	\$720,000
Existing Developer Funding (Received in 2023)	\$30,000



2024 Budget Amendment – Ordinance No. 1424
General Fund Ongoing Requests

Project	Funding Source	Expense	Revenue	Description
Lead Engineer 0.5FTE	Building Permit Fees, General Fund	\$66,200	\$0	New part-time lead engineer position to complete civil engineering review for development and capital project engineering review. 50/50 Gen Fund and CDD. \$61,200 ongoing, \$5,000 for computer, desk etc.
Property Lease - Bluffs	General Fund	45,000	0	Lease for 2,500 sq ft of space at Bluffs for community space and 866 sq ft of space for a storage room in the garage. Full annual lease ~\$95k per year.
	Total Ongoing	\$106,200	\$0	
	Total One-Time	\$5,000	\$0	



2024 Budget Amendment – Ordinance No. 1424

Operating Fund Requests

Project	Funding Source	Expense	Revenue	Description
Liability Insurance	General Fund	\$65,000	\$0	Increased expense related to liability insurance above initial forecast.
Street Fund Operating Transfer	General Fund Transfer	100,000	0	Increase General Fund transfer to support street operations and maintenance.
Roundabout Committee Funding	General Fund Transfer	50,000	0	Provide professional service funding for the roundabout committee to complete planning on city roundabouts.
Streetlight Repair and Replacement	General Fund Transfer	50,000	0	Increase budget for streetlight repair and replacement. Pre-order light poles to have available for future replacements.



2024 Budget Amendment – Ordinance No. 1424
Operating Fund Requests

Project	Funding Source	Expense	Revenue	Description
Purchase of backup well pumps	Water Fund	\$75,000	\$0	Purchase backup pumps for wells 7, 8, 9, and S 56th. Different HP for wells. Reduces downtime in event of failure. Best practice to have backup on hand.
	Total One-Time	\$340,000	\$0	



2024 Budget Amendment – Ordinance No. 1424

Comprehensive Plan Requests

Project	Funding Source	Expense	Revenue	Description
Comp Plan Periodic Update Grant	WA State Dept. of Commerce Grant	\$0	\$25,000	Recognize additional available grant funding for periodic update for the 2025 comp plan.
Comp Plan Climate Action	WA State Dept. of Commerce Grant	300,000	300,000	Additional climate action work included in 2025 comp plan update. Received a \$300k grant to cover expense.
Water System Plan Update	Water Fund	112,500	0	Reappropriate \$100k budget from 2023 and add \$12,500 for amendment to complete water system plan update.
Stormwater System Plan Update	Storm Fund	33,000	0	Reappropriate 2023 funding for stormwater system plan update.



2024 Budget Amendment – Ordinance No. 1424
Comprehensive Plan Requests

Project	Funding Source	Expense	Revenue	Description
Parks Capital Facilities Plan Update	General Fund	\$16,500	\$0	Reappropriate 2023 funding for parks capital facilities plan update.
Transportation Capital Facilities Plan Update	General Fund Transfer	99,000	0	Reappropriate \$66k from 2023 budget and add \$33k funding to complete transportation capital facilities plan update. Funding from General Fund transfer to Street Fund.
	Total One-Time	\$561,000	\$325,000	



2024 Budget Amendment – Ordinance No. 1424

2024 LTGO Bond/Capital Requests

Project	Funding Source	Expense	Revenue	Description
2024 LTGO Bond Issuance Revenue	Debt Issuance	\$0	\$4,000,000	Increase to maximum bond issuance amount from \$28m to \$32m.
Regional Stormwater Facility	Debt Issuance	315,000	0	Increase to original budget to purchase/construct regional stormwater facility. Total budget \$1,165,000.
Pioneer Street ROW Acquisition	Debt Issuance	250,000	0	Increase to estimate for ROW acquisition from original budget. Total budget \$2,750,000.
Pioneer Widening Design	Debt Issuance	100,000	0	Amendment to increase budget to match work and contract for design work on Pioneer widening project.
Recognition of Transfer from Debt Service Fund to General Capital	Debt Issuance	30,535,000	0	Recognize project transfer budget from Debt Service fund to Gen Gov Capital Fund for Pioneer Widening project.



2024 Budget Amendment – Ordinance No. 1424

2024 LTGO Bond/Capital Requests

Project	Funding Source	Expense	Revenue	Description
Recognition of Transfer from Debt Service Fund to Stormwater Capital	Debt Issuance	\$1,165,000	\$0	Recognize project transfer budget from Debt Service fund to Stormwater Capital Fund for regional stormwater facility.
Pioneer Widening – Sewer Work	Clark Regional Wastewater District	700,000	700,000	Budget for sewer work included in the Pioneer Widening project. Expense reimbursed by CRWWD.
2024 LTGO Bond Issuance Costs	Debt Issuance	300,000	0	Issuance costs for bond attorney, financial advisor, credit ratings agency and underwriter fees.
2024 Debt Service Payment	Real Estate Excise Tax	650,000	0	Interest only payment Dec 2024 for 2024 LTGO Bond debt service payment for TIA projects.
	Total One-Time Total Transfers	\$2,315,000 \$31,700,000	\$4,700,000	



2024 Budget Amendment – Ordinance No. 1424

Grant Related Capital Requests

Project	Funding Source	Expense	Revenue	Description
iDesign Interactive Sign at Overlook Park	Lumen Grant, General Fund	\$30,000	\$10,000	Interactive sign installation at Overlook Park. Received a \$10k grant from Lumen.
All Terrain Vehicle for Public Safety	Firehouse Subs Grant	37,000	37,000	Purchase all terrain vehicle for public safety. The purchase is grant contingent.
Portable Inspection Camera	WA State Dept of Ecology Grant	70,000	70,000	Purchase portable camera system to inspect storm pipes. Covered by Dept. of Ecology grant (\$130,000) funding recognized in adopted budget.
Pioneer Street Extension Construction	Build Grant	500,000	500,000	Reappropriate funding from 2023 to complete Pioneer St extension work. Funded through Build grant.
MLB Grant	WA State Dept. of Commerce Grant	0	192,500	Recognize additional grant funding received through Dept. of Commerce from a MLB grant for RORC.
Park Laundry Cleanup	WA State Dept of Ecology Grant	250,000	385,000	Recognize additional expense and grant funding from remedial action grant. Expense and funding to match updated estimate on cleanup of Park Laundry.
Hillhurst School Zone & Safety Project	TIB Complete Streets Grant, Developer Share	290,000	290,000	Increase expense to complete design and construction of new safety crossings near schools. Complete Streets grant (\$260k) and developer share (\$30k) to fund project. \$35k Gen Fund match included in adopted budget.



2024 Budget Amendment – Ordinance No. 1424

Grant Related Capital Requests

Project	Funding Source	Expense	Revenue	Description
ADA Transition and Mobility/Access Plan	USDOT Grant, General Fund Transfer	\$70,000	\$56,000	Amendment to add funding for an ADA transition and mobility/access plan. Received funding from USDOT for \$56k. Transfer \$14k from Gen Fund to Street Fund.
	Total One-Time	\$1,247,000	\$1,540,500	



2024 Budget Amendment – Ordinance No. 1424

Capital Requests – Local Funding

Project	Funding Source	Expense	Revenue	Description
4 Hybrid Patrol Vehicles	General Fund, ERF	\$300,000	\$0	Reappropriate funding for orders placed 1+ year ago. 50/50 funding from Gen Fund and ERF.
2 Ford Lightning Pickups	ERF	131,000	0	Reappropriate funding for orders placed in 2023 and vehicles delivered in 2024.
Property Purchase 211 N Main Ave	General Fund Transfer	190,000	0	Purchase of land at 211 N Main Ave.
Recreation and Community Center Facility Building Design	General Fund Transfer	2,000,000	0	Amendment to add funding to complete construction ready documents for recreation and community center. Transfer funding reallocated in 2024 adopted budget.
Pioneer Overpass Art & Safety Screen	General Fund Transfer	175,000	0	Increase funding for match requirements for overpass safety screen and art project.
Waterfront Park Master Plan	General Fund Transfer, Port of Ridgefield Share	25,000	20,000	Reappropriate 2023 funding to account for full contract for consultants. Increase Port of Ridgefield share to agreed 50/50 cost split. \$20k Port, \$5k Gen Fund transfer (reappropriation).



2024 Budget Amendment – Ordinance No. 1424

Capital Requests – Local Funding

Project	Funding Source	Expense	Revenue	Description
S Royle Rd 15 th to 5 th Way Construction	Traffic Impact Fees Transfer	\$250,000	\$0	Amendment to increase budget for quantity increase in sidewalk construction. Funding from TIF for project.
Pioneer to Shobert Water Line Replacement	Water System Development Charges Transfer	1,100,000	0	Amendment to add funding for construction of water line improvements (4" to 8" lines) Pioneer to Shobert. Part of the downtown water line replacement program. Funding from WSDC due to increased capacity and fire flow.
Kennedy Water Rights and Well Project	Water System Development Charges Transfer	1,115,000	0	Amendment to increase consultant contract to obtain water rights and complete Kennedy well project. Funding from WSDC due to increases water capacity.
	Total One-Time	\$5,286,000	\$20,000	



2024 Budget Amendment – Ordinance No. 1424

Funding	Expense	Revenue
Ongoing Requests	\$106,200	\$0
One-Time Requests (New and reappropriated requests)	\$9,654,000	\$6,485,500
Transfers to Support Capital Projects Bond funds transferred to capital fund (\$31.7m). Gen Fund transfer to support recreation facility reallocated in 2024 adopted budget (\$2m). \$30k in Dev share received in 2023 & \$70k grant included in 2024 adopted budget.	\$31,700,000	\$2,100,000
Total Expense and Revenue Budget Amendment	\$41,429,200	\$8,585,500
Transfers to fund operations and maintenance and capital requests.	\$3,798,000	\$3,798,000





THANK YOU

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 2024

AGENDA ITEM NAME: Motion-Approval of Lease Agreement with Tri-Mountain Investors, LLC for space at 101 Mill Street

GOVERNING LEGISLATION

RCW 35.94 Sale or Lease of Municipal Facilities

PREVIOUS COUNCIL ACTION TAKEN:

The City Council previously approved a lease agreement for space at 101 Mill Street for the police department on June 13, 2019, with amendments in January 2023 and May 2023.

SUMMARY/BACKGROUND:

The City and Tri-Mountain Investors, LLC have discussed a new lease agreement for 2,500 sq ft of space located at 101 Mill Street suite 210 to be available for community space. In addition, the lease includes storage space of 866 sq ft located in the basement for use by the city. The new lease would be effective July 1, 2024, and the term is for 10 years.

The initial lease charge is \$75,000 annually up to \$97,858 in year 10. The storage space annual lease amount begins at \$11,431 and in year 10 is \$13,661. The lease is separate from the current lease of space for the Ridgefield police department. Current plans are for the space in suite 210 to be made available for use by the community as there is a lack of space available for community groups for meetings and events.

BUDGET/FINANCIAL IMPACTS:

Initial costs for 2024 are approximately \$45,000 and in 2025 the cost would be approximately \$90,000 plus applicable utility and shared costs at the facility. Additional operating costs are estimated at \$1,700 per month in the first year. A budget amendment has been submitted to council for approval for the 2024 lease expense.

RECOMMENDED ACTION OR MOTION:

A potential motion for approval would be:

"I move to authorize the City Manager to execute a lease agreement with Tri-Mountain Investors, LLC for space at 101 Mill Street."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. 2024 Ridgefield City Admin Lease

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COMMERCIAL LEASE

In consideration of the mutual promises of the parties set forth in this Commercial Lease (the "Lease"), the parties agree as follows:

SECTION 1 BASIC LEASE PROVISIONS

This Section sets forth certain definitions and a summary of the basic provisions contained in the Lease. In the event of any conflict between any provision contained in this Section 1 and a provision contained in the balance of the Lease; the latter shall control.

- 1.1 Name of Landlord
 ("Landlord") Tri-Mountain Investors LLC
- 1.2 Address for Notices
 To Landlord: PO Box 353
 Ridgefield, Washington 98642
 Attn: F Dean Maldonado
 Email: Dean@FDMdevelopment.com
 Phone: 360-719-0276
- With a copy to: Attorney: Maren Calvert
 Phone: 360-579-0804
 Email: mcalvert@schwabe.com
- 1.3 Address for Rent
 Payments: PO Box 353
 Ridgefield WA. 98642
 Attention: Tamra Miller
 Phone: **360-907-7051**
 Email: Tamra@Franklin-Dean.com
- 1.4 Name of Tenant
 ("Tenant") and
 Address of Premises: City of Ridgefield
 230 Pioneer St
 Ridgefield, Washington 98642
- 1.5 Address for Notices
 To Tenant: Kirk Johnson
 Finance Director - City of Ridgefield

230 Pioneer St.
Ridgefield WA. 98642
Phone: 360-857-5008
Email: Kirk.johnson@ci.ridgefield.wa.us

1.6 Trade Name Under
Which Tenant Will
Operate at Premises:

City of Ridgefield

1.7 Business to Be
Conducted By Tenant
At Premises:

City administrative and related business for "OFFICE
SPACE" Suite
Storage or related uses for the "STORAGE SPACE"
area..

1.8 Approximate Floor Area
Of Premises:
on the second floor.

A. 2,500 SF of "Office Space" (Suite 210) located
B. 866 SF of unimproved "Storage Space" located
in the basement area of this building.

1.9 Lease Term (the
"Term")

Ten (10) years

1.10 Lease Dates: July 1, 2024 – June 30, 2034

1.10.1 Estimated Delivery of Possession Date: July 1, 2024

1.10.2 Estimated Lease Commencement Date: July 1, 2024

1.10.3 Estimated Minimum Rent
Commencement Date: July 1, 2024

1.10.4 Estimated Percentage Rent
Commencement Date: NA

1.10.5 Estimated Operating Expense
Payment Commencement Date: July 1, 2024

1.10.6 Estimated Expiration Date: June 30, 2034

1.11 Minimum Starting Rent for the "OFFICE SPACE": \$ 30 Sf.
Annual Starting Rent for the "OFFICE SPACE": \$ 75,000.00
Monthly Starting Rent for the "OFFICE SPACE": \$ 6,250.00

1.12 Minimum Starting Rent the: "STORAGE SPACE": \$ 1.25 Sf.
Annual Starting Rent for the: "STORAGE SPACE": \$ 12,990.00
Monthly Starting Rent for the: "STORAGE SPACE": \$ 1,082.50

1.12.1

"OFFICE SPACE"			Annual	Monthly
Yrs	Rent rate	Sq. Ft.	Rent	Rent
1	\$ 30.00	2,500	\$ 75,000.00	\$ 6,250.00
2	\$ 30.90	2,500	\$ 77,250.00	\$ 6,437.50
3	\$ 31.83	2,500	\$ 79,567.50	\$ 6,630.63
4	\$ 32.78	2,500	\$ 81,954.53	\$ 6,829.54
5	\$ 33.77	2,500	\$ 84,413.16	\$ 7,034.43
6	\$ 34.78	2,500	\$ 86,945.56	\$ 7,245.46
7	\$ 35.82	2,500	\$ 89,553.92	\$ 7,462.83
8	\$ 36.90	2,500	\$ 92,240.54	\$ 7,686.71
9	\$ 38.00	2,500	\$ 95,007.76	\$ 7,917.31
10	\$ 39.14	2,500	\$ 97,857.99	\$ 8,154.83

"STORAGE SPACE"

Yrs	Rent rate	SF	Annual Rent	Monthly Rent
1	\$1.10	866	\$11,431.20	\$952.60
2	\$1.12	866	\$11,659.82	\$971.65
3	\$1.14	866	\$11,893.02	\$991.09
4	\$1.17	866	\$12,130.88	\$1,010.91
5	\$1.19	866	\$12,373.50	\$1,031.12
6	\$1.21	866	\$12,620.97	\$1,051.75
7	\$1.24	866	\$12,873.39	\$1,072.78
8	\$1.26	866	\$13,130.86	\$1,094.24
9	\$1.29	866	\$13,393.47	\$1,116.12
10	\$1.31	866	\$13,661.34	\$1,138.45

1.13 Rent Increase Annually: 3% for "OFFICE SPACE"

1.13.1 Rent Increase Annually: 2% for "STORAGE SPACE"

1.13.2 Percentage Rent Rate: N/A % of Gross Sales

1.14 Tenant's Initial Estimated Monthly NNN

Payment of Operating Expenses,

Insurance and Taxes:

\$ 1,250.00 "OFFICE SPACE" Monthly starting Operating Expenses

\$ 433.00 "BASEMENT STORAGE" Monthly starting Operating Expenses.

Additional Operating Expense detail

16.67% portion of the Center for "OFFICE SPACE"

\$ 6.00 Square Foot Operating Expenses year 1 for "OFFICE SPACE"

\$ 15,000 Annual Operating Expenses year 1 for "OFFICE SPACE"

5.77 % portion of the Center for "BASEMENT STORAGE".

\$ 6.00 sq ft operating expenses for year 1 for "BASEMENT STORAGE".

\$ 5,196 Annual Operating Expenses year 1 for Basement Storage

1.15 N/A

1.16 Minimum Hours of Operation: N/A
Mon. – Thurs. ___ a.m. to ___ p.m.
Fri-Sat ___ a.m. to ___ a.m.
Sundays ___ a.m. to ___ p.m.

1.17 Landlord's Broker Firm: Professional Realtor Services International,
Franklin -Dean Realty

Individual: F Dean Maldonado

1.18 Tenant's Broker Firm: N/A

Individual: N/A

1.19 Security Deposit: N/A

1.20 Prepaid Rent: (See Section 15) N/A

1.21 N/A

1.22 Radius Restriction Area: NA

1.23 Special Terms: First right of refusal to purchase and first option
to purchase see section 13.1 – 13.1.9.

SECTION 2: PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the space described or outlined on the attached Exhibit "C" consisting of 2,500 sf on the second floor in Suite 210 and referred to as (the "OFFICE SPACE Premises") and Exhibit C.1 consisting of 866 sf located in the and referred to as ("BASEMENT STORAGE") constructed in the building and shown on the Site Plan attached as Exhibit "B." The Land on which the building is constructed or is to be constructed and all improvements thereon are referred to as the "Center" in this Lease. Tenant's lease of the Premises shall include appurtenant, nonexclusive rights to use in common with others all common areas within the Center as Landlord may designate from time to time. Landlord reserves the right to alter or relocate any common area and expand or contract the Center. Reasonable notice must be provided to the Tenant and such relocation, expansion or contraction shall not adversely affect the Tenant's business.

SECTION 3: TERM

The term of this Lease is set forth in Section 1.9 (the "Term"). The Term shall commence on the "Commencement Date" which shall be the earlier of June 1st, 2024, or the date on which Tenant begins to transact business at the Premises. The Premises shall be considered ready for occupancy and Landlord shall deliver the Premises to Tenant "As is" as shown on exhibit "C" for the "OFFICE SPACE with all improvements functional and in place and exhibit C.1 the unimproved "BASEMENT STORAGE" area.

SECTION 4: RENT

4.1 Base Rent

Throughout the Term, Tenant shall pay to Landlord, as minimum rent, the amounts set forth in Section 1.11 and 1.12 in accordance with the schedule set forth in Section 1.12.1 ("Base Rent"). Tenant shall pay Base Rent in advance on the first day of each calendar month of the Term at the

address for rent payments set forth in Section 1.3, or at such other place Landlord shall designate from time to time except that Tenant shall pay the first month's Base Rent payment on the date Tenant executes this Lease.

4.2 Base Rent Increase

Effective upon the anniversary date each year of the Commencement Date (each "Adjustment Date"), Base Rent shall be increased by 3% by the Landlord for "OFFICE SPACE" and 2% for "BASEMENT STORAGE"

4.3 Additional Rent: As described int Items 4.3.1 through 4.5

4.3.1 Operating Expenses. In addition to Base Rent, Tenant shall pay as additional rent its share of all operating expenses for the Center. As used herein "Operating Expenses" shall mean all costs and expenses of operation, maintenance, management, and repair of the Center as determined by BOMA standard, real estate accounting practice, including but not limited to: wages, salaries and benefits of employees engaged in the operation, maintenance, and repair of the Center; all accounting, legal and professional fees incurred in connection with the operation of the Center; costs of repairs, replacements and general maintenance; cost of services supplied to tenants at the Center; cost or rental value of the Center office; management fees; and reasonable and prudent reserves or depletion allowances kept in accordance with good accounting practices. Notwithstanding anything above to the contrary, "Operating Expenses" shall not include; (i) the cost of capital improvements, except as amortized over the useful life of such capital improvements; (ii) expenses for painting, redecorating, or other work which a Landlord performs specifically for another tenant's space of the Center; (iii) interest, amortization, or other payment on loans to Landlord, whether secured or unsecured; (iv) depreciation of the Center; (v) income, excess profits, or franchise taxes or other such taxes imposed on or measured by the income of Landlord from the operation of the Center (vi) federal and/or state required upgrades or improvements.

4.3.2 Taxes and Assessments. In addition to Base Rent, Tenant shall pay as additional rent its share of all property taxes and assessments of any public authority against the Center or the ownership, management or operation thereof, any rent tax, local improvement district, gross receipts tax, tax on Landlord's interest under this Lease, or any tax in lieu of or in addition to the foregoing, whether or not such tax is now in effect (excluding any tax based upon Landlord's net income), and the cost of contesting any such tax or assessment (collectively, "Taxes").

4.3.3 Insurance. In addition to Base Rent, Tenant shall pay as additional rent its share of all insurance relating to the Center carried by Landlord including, but limited to casualty, and liability insurance and all deductibles (collectively, "Insurance").

4.3.4 Tenant's Share. Tenant's share of the Center's Operating Expenses, Insurance, and Taxes shall be (a) a percentage thereof equal to the percentage which the net rentable area of the Premises bears to the total net rentable of the Center, as reasonably determined by Landlord from time to time on an equitable basis, if Section 1.14 has been completed, or (b) an amount per square foot per year, as reasonably adjusted by Landlord from time to time on an equitable basis to reflect estimated and actual changes in Operating Expenses, Insurance, and Taxes, if Section 1.14 has been completed. Tenant's initial share of Operating Expenses, Insurance, and Taxes is set forth in Section 1.14. Landlord will operate, maintain, repair, and manage the center in a manner consistent with comparable properties and will use all reasonable efforts to perform its obligations in a cost-effective manner, and calculate expenses fairly and accurately.

4.3.5 Payment. Upon commencement of the Lease and at the beginning of each calendar year during the term of the Lease, Landlord may estimate Tenant's share of Operating Expenses, Insurance, and Taxes for the ensuing calendar year or portion thereof. Landlord may revise the

estimate during any year. The Tenant will pay the Tenant's estimated share of Operating Expenses, Insurance, and Taxes on the first day of each calendar month during the Term. If Landlord bills on an estimated basis, Landlord shall by the last day of March (or as soon thereafter as practical) after the end of any calendar year give notice to Tenant if Tenant's estimated share differed from Tenant's actual share. If tenant's estimated payments differed from Tenant's actual share, an appropriate adjustment shall be made within thirty days after the giving of such notice. Any objections by Tenant to the annual statement shall be made in writing given to Landlord within thirty days after the statement is submitted to Tenant. If Tenant desires to review any of Landlord's records pertaining to Operating Expenses, Insurance, and Taxes, Tenant may do so after reasonable prior notice given to Landlord, but no more often than once during any calendar year. Such review shall take place at Landlord's offices where such records are kept, and shall be conducted by Tenant, a bookkeeper or a certified public accountant chosen by Tenant subject to Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall pay all costs of such review including without limitation reimbursement for time incurred by Landlord's representatives and photocopy charges. If Landlord bills on an actual basis Tenant shall pay Tenant's actual share of Operating Expenses, Insurance, and Taxes on the first day of the first calendar month after the date of any such bill.

4.4 Late Charges.

Tenant acknowledges that late payment of any rent or other payment required by this Lease from Tenant to Landlord will result in costs to Landlord, the extent of which is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if tenant fails to make any rent or other payment required by this Lease to be paid to Landlord within ten days of the date it is due, Landlord may elect to impose a later charge of five percent (5%) of the overdue payment, to reimburse Landlord for the cost of collecting the overdue payment. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not be in lieu of, nor shall it waive the breach cause by the late payment.

4.5 Net Lease Provision, Place of Payment

All payment required to be paid by the Tenant under this Lease other than Base Rent will constitute Additional Rent. This is intended to be a net lease, meaning that Tenant shall pay all expenses of every type relating to the Premises during the Term and all rent (including Base Rent and Additional Rent) shall be received by Landlord when and as due without offset, abatement, or deduction of any kind. Tenant shall make all payments of additional rent at the address for rent payments set forth in Section 1.3, or at such other place as Landlord shall designate from time to time.

SECTION 5: PROVISIONS AS TO USE

5.1 Permitted Use

Tenant shall use the Premises only for the purpose set forth in Section 1.7 and for no other purpose without the written consent of Landlord.

5.2 Further Covenants as to Use:

5.2.1 Tenant shall comply at its expense with all applicable Laws (defined in Section 13.8), including without limitation those regarding the maintenance, operation, condition, and use of the Premises when and as required by the applicable public authority. Tenant shall not use the Premises in conflict with any Laws nor shall Tenant permit anything to be done in or about the Premises which will conflict with any Laws.

5.2.2 Tenant shall not conduct or permit any activities on Premises which will likely increase the fire insurance rate upon the Center or cause a cancellation of any of Landlord's insurance

policies; or create a nuisance or damage the reputation of the Center or be reasonably offensive to Landlord or other tenants. Tenant shall not permit any noise, odor, or offensive light to be emitted from the Premises. Tenant shall use grease traps, hair interceptors, and/or other drain protection devices in all drains if reasonably required by Landlord. Tenant shall not allow the disposal of any medical waste at the Premises or in Center trash receptacles by Tenant or Tenant's employees, agents, or independent contractors.

5.2.3 Tenant shall keep the Premises clean, and Tenant shall supervise its employees and cause Tenant's agents, independent contractors, employees, customers, suppliers, and invitees to conduct their activities in such a manner as to comply with the requirements of this Lease and the Rules and Regulations described in Section 13.8.

5.2.4 Tenant and Tenant's agents, employees, and independent contractors are prohibited from going on the roof or penetrating the roof without consent of the Landlord.

5.3 Storage; Trash; Recycling

Tenant shall not store anything outside except in such areas approved in writing in advance by Landlord. Tenant shall use only trash and garbage receptacles approved by Landlord. Tenant shall dispose of trash and other non-hazardous materials in a manner acceptable to Landlord at Tenant's expense. Medical and/or biological waste and/or materials must be contained within appropriate clearly identified as "hazardous" receptacles and disposed of in a manner commensurate with applicable laws and/or municipal codes at the expense of the Tenant. Tenant shall comply with all recycling programs required by applicable laws or by Landlord from time to time.

SECTION 6: UTILITIES

Tenant shall pay for all charges for utilities and services supplied to the Premises, including (without limitation) service charges for electricity, gas, telephone, cable, water, and sewer above and beyond System Development Fee's paid by the Landlord. If Tenant is billed directly by the utility provider, Tenant shall pay for the applicable utilities within the time permitted for payment by the utility company. Landlord shall not be liable for any failure or interruption of utilities or services to the Premises.

SECTION 7: INSURANCE; INDEMNITY

7.1 Public Liability Insurance

Tenant shall continuously maintain at its expense comprehensive public general liability insurance in respect of the Premises (and extending out to the edge of any sidewalk or other pedestrian area surrounding the Premises) and the conduct or operation of the business in the Premises with Landlord and its managing agent, if any, and any mortgagee of the Center whose name and address have been previously furnished to Tenant as additional insured with \$ 1,000,000 minimum combined single limit coverage or its equivalent. All such insurance shall insure the performances by Tenant of the indemnity agreement set forth in Section 7.5 of this Lease and for the injury to, illness of, or death of persons and damage to property.

7.2 Tenant's Casualty Insurance

Tenant shall continuously maintain at its expense (a) fire and extended coverage insurance on all furnishings, leasehold improvements, fixtures, inventory and equipment located on the Premises, for the full replacement value, and (b) insurance on all plate glass on the Premises for its replacement cost. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the leasehold improvements, fixtures, inventory, equipment, and plate glass so insured.

7.3 Insurance Policies

All insurance policies to be carried by tenant shall include only reasonable and prudent deductible amounts. All insurance policies shall name Landlord, Landlord's managing agent, and Landlord's mortgagee as additional insured's and shall be provided by companies and with loss-payable clauses satisfactory to landlord, with ratings no less than A+ by A.M. Best. Copies of all policies or certificates evidencing such insurance in from acceptable to Landlord shall be delivered to Landlord by Tenant prior to Tenant's occupancy of the Premises. All policies and certificates shall bear endorsements requiring thirty day's written notice to Landlord prior to any change or cancellation.

7.4 Waiver of Subrogation

Neither party nor its officers, directors, employees, agents, or invitees shall be liable to the other party for any of the risks covered by any and all-risk policy of property insurance or under workers compensation insurance, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

7.5 Indemnity of Landlord

Tenant shall indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any damage to any property or injury, illness, or death of any person occurring in or on the Premises or occurring elsewhere in the Center when such damage, injury, illness or death shall be cause in whole or in part by the act or failure to act of Tenant, its agents, servants, employees, or licensees, or by any breach of this Lease by Tenant during the Term.

SECTION 8: REPAIRS, MAINTENANCE AND ALTERATIONS

8.1 Condition of Premises

Conditions of Premises shall be delivered as detailed on attached Exhibit C. Upon delivery, Tenant shall affix its signature to Exhibit C as acceptance of the Premises as being in the condition in which Landlord is obligated to deliver the Premises. Acceptance of delivery of Premises shall be required prior to commencement of Tenant Improvements.

8.2 Maintenance of Premises

8.2.1 Landlord shall maintain and repair the building roof, gutters, downspouts, foundation, and structure and the costs thereof shall be included in Operating Expenses; provided, however, that if the need for any such maintenance or repair is directly related to Tenant's use of the Premises, Tenant shall pay for such maintenance or repair.

8.2.2 Tenant shall, at Tenant's own expense, keep the Premises in good condition and repair, including without limitation, the maintenance, replacement, and repair of any storefront, doors, window casement, glazing, plumbing, and electrical wiring, using contractors first approved in writing by Landlord. All such maintenance shall conform to the requirements under any applicable warranties. Tenant, at Tenant's own expense, shall be responsible for providing janitorial services and regular pest extermination services if needed to the Premises using contractors first approved in writing by Landlord. Landlord shall arrange for pest extermination, HVAC maintenance, ice, snow or debris removal or any of the foregoing repairs and maintenance and Tenant shall reimburse Landlord for the cost through the Operating expenses for the building.

8.3 Condition of Premises upon Termination

Tenant shall, upon the termination of this Lease, surrender the Premises to Landlord broom clean, in good condition and repair, except for ordinary wear and tear and for damage covered by Landlord's fire and extended coverage insurance. All or any of the alterations or improvements to the Premises as chosen by Landlord (excluding trade fixtures installed by Tenant) shall, at Landlord's option, either (a) become part of the Premises and belong to Landlord and shall be surrendered with the Premises without disturbance upon the termination of the Lease, or (b) be removed by tenant prior to the termination of this Lease, in which event Tenant shall restore the area to the condition it was in immediately prior to the date Tenant took possession of the Premises.

8.4 Alterations

After the initial tenant improvements, tenant shall not make or permit to be made any alterations or improvements to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. In the event Landlord consents to Tenant making any alterations or improvements, the same shall be made at Tenant's sole expense, using a contractor first approved in writing by Landlord, and the same shall be made in accordance with plans and specifications first approved in writing by Landlord if work exceeds \$5,000. Landlord may require a cash deposit or other reasonable security to assure Landlord that the cost of such alterations or improvements shall be paid promptly when and as due to avoid any liens. Also, Tenant shall pay Landlord a reasonable administrative charge for costs of any supervision of the work and the review of plans and specifications. If Tenant is open, Tenant shall also reimburse Landlord for the reasonable cost of any supervisor, engineer, or other person who reviews the plans and specifications and/or any work performed by Tenant or its contractor at the Premises, promptly within ten days after billing, therefore.

8.5 Trade Fixtures

Upon the termination of this Lease, Tenant shall remove all trade fixtures, movable furniture, movable appliances, and equipment located on the Premises which belong to Tenant, and repair at its expense any damage other than normal wear and tear cause to the Premises by such removal. If Tenant fails to remove such property, this shall be an abandonment of the property and Landlord may either (a) retain the property and all rights of Tenant with respect to it shall cease, (b) require Tenant to remove the property, or (c) effect a removal and place the property in storage for Tenant's account. Tenant shall be liable to Landlord for the cost or reasonable value of removal, restoration, transportation to storage and storage, with interest on all such as expenses as provided in Section 14.3 below.

8.6 Entry and Inspection

Landlord and its agents and employees may enter the Premises at any time in the event of an emergency or, in any other event, after 24 hours prior oral notice and at a time mutually agreed upon to determine Tenant's compliance with this Lease, to make necessary repairs, or to show the Premises to prospective tenants or purchasers. Landlord shall take all commercially reasonable steps to minimize interference with Tenant's business during such entry into the Premises. Tenant shall at all times provide Landlord with a key to all doors at the Premises.

SECTION 9: RECONSTRUCTION AND RESTORATION

9.1 Minor Damage

If, during the Term, the Premises are damaged by fire or other perils covered by Landlord's insurance and such damage is not "substantial" as defined below, and if Landlord receives insurance proceeds therefore, Landlord shall promptly repair such damage at Landlord's expense

and Tenant shall repair such damage to its property at its expense or using proceeds from the insurance described in Section 7.2, and this Lease shall continue in full force and effect.

9.2 Substantial Damage

If, during the Term, 50% or more of the Premises or 50% or more of the Center are destroyed or damaged by fire or other perils (such percentage being defined as an amount exceeding 50 % of its full construction-replacement cost), then Landlord or Tenant, if it directly impacts Tenant's ability to operate and maintain his/her business, may elect to terminate this Lease by giving Tenant or Landlord, as applicable, written notice of such termination with 15 days after the date of such damage. Otherwise, Landlord shall proceed to restore the Premises to a condition comparable to that existing prior to the damage. Tenant shall cooperate with Landlord during the period or repair and vacate all or any part of the Premises to the extent necessary for the performance of the required work if it directly impacts tenant's ability to operate and maintain his/her business. Landlord need not incur expenses for restoration more than the net insurance proceeds available to Landlord for such purpose after payment of all reasonable costs, expenses and attorneys' fees incurred by Landlord in connection therewith.

9.3 Abatement of Rent

Base and any Additional Rent shall be abated during the period and to the extent the Premises is not reasonably usable for Tenant's use. If the damage does not cause any material interference with Tenant's use, there shall be no rent abatement.

9.4 Repair of Leasehold Improvements and Tenant's Property

Repair, replacement, or restoration of any fixtures, inventory, leasehold improvements, equipment, and personal property shall be the responsibility of the Tenant.

SECTION 10: ASSIGNMENT AND SUBLETTING

Tenant shall not (voluntarily or by operation of law) assign, mortgage, pledge, hypothecate or encumber the Premises or Tenant's leasehold estate or sub-let any portion of the Premises, or otherwise transfer any interest in the Premises without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld or delayed. No consent shall be required should Tenant transfer lease to an LLC of which 51% percent (51%) or greater is controlled by Tenant. In no event shall Landlord be obligated to accept a transfer to a transferee with which Landlord has discussed the lease of space in the Center within the two years prior to the requested transfer. Landlord may condition its consent to a proposed transfer on reasonable conditions including, without limitation, an increase in rent to fair market value. Should Landlord withhold its consent to a proposed transfer for any of the following reasons, the withholding shall be deemed to be reasonable: (a) conflict, incompatibility or duplication of the proposed use with other uses in the Center; (b) financial inadequacy or managerial inexperience of the proposed transferee; (c) any proposed change in use which would diminish the reputation or profitability of the other businesses located in the Center; (d) the proposed use would adversely impact the use of the common facilities by other tenants of the Center; (e) Tenant is then in default of the Lease or has been in default on two or more occasions during the 12 month period preceding the date Tenant requests the transfer and (g) any other reasonable criteria. If Tenant is a corporation or other entity, the transfer of a 45 percent or greater interest in cumulative total in any two-year period in the stock or other form of ownership of Tenant shall be deemed an assignment within the meaning of this Section. If Tenant is a partnership, any change in the partners shall be deemed an assignment of this Lease. If Tenant requests consent to a proposed transfer, Tenant shall pay reasonable attorneys' fees and other reasonable costs incurred by Landlord in connection with requested transfer. In no event shall Tenant ever be released from its obligations under this Lease in connection with any transfer of its interest in the Lease or the Premises unless agreed upon by Landlord in writing.

SECTION 11: CONDEMNATION

11.1 Entire or Substantial Taking

If more than 25 percent of the Premises shall be taken under the power of eminent domain, this Lease shall terminate on Landlord's notice as of the date the condemning authority takes possession.

11.2 Partial Taking

In the event of any taking under the power of eminent domain which does not result in a termination of this Lease pursuant to Section 11.1, the Base Rent payable hereunder shall be reduced, effective on the date the condemning authority takes possession, in the same proportion as the reduction in rentable floor area of the Premises. Landlord shall promptly, at its sole expense and subject to receipt of an award sufficient to cover such restoration, restore the portion of the Premises not taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

11.3 Awards

Any award for taking of all or any part of the Premises under the power of eminent domain shall be the property of the Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Tenant hereby assigns to Landlord all interest in any such award. Nothing in this Lease shall preclude Tenant from making a separate claim for its lost trade fixtures or moving expenses so long as any such claim or award resulting from such claim does not reduce Landlord's award.

11.4 Sale Under Threat of Condemnation

A sale by Landlord to any authority with power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain under this Section 11. Landlord need not incur expenses for restoration, in excess of the amount of condemnation proceeds received by Landlord after payment of all reasonable costs, expenses and attorneys' fees paid or incurred by Landlord in connection with the condemnation.

SECTION 12: SIGNS

All signs shall be designed and constructed according to the criteria set forth in Exhibit "F." Tenant shall not construct or install any signs visible from the exterior of the Premises without the prior written consent of Landlord. Any sign on the Premises will be designed and constructed in compliance with all applicable Laws and receive Landlord's written approval prior to installation. In no event shall handwritten signs be acceptable.

SECTION 13: OTHER OBLIGATIONS OF PARTIES

13.1 RIGHT OF FIRST REFUSAL.

The parties contemplate that the Tenant may wish to purchase the Center for public use. The Tenant may offer to purchase the Center- Starting on the 3rd anniversary of this lease. (July 1, 2027) and continuing through the end of the lease.

In addition for the rental payments and other consideration described in the Lease, the Landlord does grant to Tenant the exclusive and irrevocable right of first refusal and first option to purchase, during the Initial Term of this Lease and in accordance with the following terms and conditions:

- 13.1.1 Property. This right is granted for the purchase of the Landlord's property at 101 Mill Street, Tax Parcel No. 67992000, as legally described in Exhibit A attached hereto and incorporated fully by this reference, together with all improvements located thereon ("the Property" and otherwise referenced in this Lease as the Center).
- 13.1.2 Term. The right shall be granted starting in the third year of the lease (July 1, 2027) and run through the Initial Term of this Lease for the remaining 7 years.
- 13.1.3 Notice. In the even the Landlord elects to sell the Property before the July 1, 2027 date, The Landlord shall provide 90 days written notice to Tenant prior to offering the Property to a third party. Tenant may exercise this right by notifying Landlord (in writing) within 15 days of the Landlord's notice of intent to sell that Tenant intends to purchase the Property, conditioned on the acceptability of the purchase price determination and title review to be conducted during the 90 day notice period.
- 13.1.4 Purchase Price. The purchase amount price shall be determined by an appraisal as provided herein, or such other amount agreed by the parties, and paid in cash payable at closing. To determine the purchase price of the Property, within 15 days after the Tenant's notice of intent to purchase, the parties agree that they will jointly select a mutually agreeable appraiser, licensed in Washington and familiar with the Clark County commercial real estate market. The costs of the appraisal will be shared equally between the parties. The parties will have the selected appraiser conduct an appraisal of the property using the Sales Comparison, Net Operation Income and Construction replacement Cost Approach appraisal method and share a draft of the appraisal with each party. Each party will have 30 days to submit comments or questions to the appraiser concerning the draft appraisal. The appraiser, after consideration of any comments or questions, will complete the appraisal and share it with each party. The parties agree that the appraised value will be the purchase price.
- 13.1.5 Title Review Period. Within 15 days after Tenant has provided notice of its conditional intent to purchase, the Landlord shall deliver to Tenant a title insurance abstract reflecting marketable fee simple title to the property that is insurable by a title insurance company licensed to do business in the State of Washington. Such a policy shall be subject only to taxes for the current year, easements, and rights of way of record. Tenant shall have 15 days to review the title and notify the Landlord of any defects or encumbrances that are unacceptable; Landlord shall 30 days to cure such defects.
- 13.1.6 Final Notice. Within 30 days from the receipt of the final appraisal or the receipt of the title insurance abstract, whichever is later, the Tenant will notify the Landlord whether the price and title condition are satisfied and provide Tenant's final notice of intent to purchase.
- 13.1.7 Closing. The closing of the sale of the Property shall occur within 30 days of the expiration of the title review period.
- 13.1.8 Closing Costs. All costs and expenses of the sale including attorney fees, recording fees and other costs attributable to the preparation of the closing documents shall be paid by the Tenant.
- 13.1.9 Right of First Refusal. If Tenant notifies Landlord of Tenant's conditional intent to purchase the property under 13.1.3, but does not agree to the purchase price as determined by 13.1.4, Tenant shall have the continuing right to purchase the Property for \$1.00 more than any bona fide offer to purchase received by Landlord that is less than the purchase price set by the appraisal in 13.1.4.

13.1.10 Assignment. This right shall be to the original Tenant only and not transfer to any successors or assigns.

13.1.11 Default. In the event of a default on any of the terms of this Right of First Refusal, the defaulting party shall pay the other party all costs and expenses of enforcement including reasonable attorney's fees.

13.2 LIENS

Tenant shall pay when and as due all claims for work done on the Premises or for services rendered or materials furnished to the Premises and shall keep the Premises free from any liens other than liens created by Landlord. If Tenant fails to pay such claim or to discharge any lien within ten (15) days after such lien is filed, Landlord may do so and collect such amount as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant as provided in Section 14.3 below. Such payment by Landlord shall be in addition to any other right or remedy and shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's breach of this Lease.

13.3 Holding Over

If Tenant does not vacate the Premises and remove property and/or restore the Premises as required by the Lease upon expiration or earlier termination of this Lease, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease (except that the Term will be month to month and the Base Rent will be 125% percent of the Base Rent payable by Tenant immediately prior to the end of the Term), or to eject Tenant from the Premises and recover damages caused by wrongful hold over.

13.4 Rights of Landlord

Landlord shall have the right to change the name or designation of the Center without notice or liability to Tenant. Except as provided in Sections 1.22 & 1.23, Landlord shall also have the right to grant to anyone the exclusive right to conduct a particular business or undertaking in the Center. Without implying consent to any use not included in Section 1.7, Tenant shall not use the Premises for any use which violates any exclusivity provision in any lease at the Center, now in existence and of which Tenant has been notified in writing or notice of which is given to Tenant prior to Tenant's initiation of such use.

13.5 Priority of Lease

Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any future mortgagee upon the Leased Property irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter into an agreement that in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder. The word "mortgage," as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof.

13.6 Landlords Liability; Sale

The liability of Landlord under this Lease shall be limited to Landlord's interest in the Center, and any judgment against Landlord shall be enforceable solely against Landlord's interest in the Center. In the event the original Landlord hereunder, or any successor owner of the Center, shall sell, convey, or otherwise transfer its interest in Center, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate. In the event of any such transfer, Landlord, or such successor owner, shall transfer any

unused amount of the prepaid rent specified in Section 1.20 to the new owner. All liabilities and obligations of Landlord accruing thereafter shall be binding upon the new owner. Tenant agrees to attorn to such new owner upon assumption of the lease by the new owner or pursuant to the terms of a reasonable subordination, non-disturbance and attornment agreement executed by Tenant and such new owner, as set forth in Section 13.4.

13.7 Estoppel Certificate

Within ten business days after Landlord's written request, Tenant shall deliver a written statement stating the amount of all rent, the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord or by any prospective lender or purchaser.

13.8 Existing Restrictions

This Lease is subject to all easements, restrictions, agreement of record, mortgages and deeds of trust, zoning and building laws, and all other laws, statutes, codes, ordinances, rules, regulations and other governmental requirements now in effect or becoming effective after the date this Lease is executed (collectively, "Laws").

13.9 Covenant of Quiet Enjoyment

Landlord covenants that, as long as no event of default shall have occurred, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease without any interruption or disturbance from Landlord or any party claiming, by, through, or under Landlord, subject to the terms and conditions of this Lease.

SECTION 14: DEFAULTS; REMEDIES

14.1 Default

The following shall be events of default:

14.1.1 Payment Default. Failure of Tenant to make any Base Rent or Additional Rent payment, or any other payment under this Lease when it is due. Tenant's failure to pay base rent, additional rent or any other payment within five (5) calendar days of written notice that rent is past due. The Tenant shall be entitled to such notice on two occasions annually. Upon the second occasion in a 12-month period, and after the five (5) day grace period following delivery of said notice, Tenant shall be in default upon failure to pay the rent, additional rent or other payment when due.

14.1.2 Unauthorized Transfer. Tenant makes any transfer without Landlord's prior written consent as required under Section 10.

14.1.3 Abandonment of Premises. Tenant vacates or abandons the Premises during the Term, unless such failure is excused under other provisions of this Lease.

14.1.4 Default in Certain Covenants. Failure of Tenant to deliver the instruments described in Section 13.4 or Section 13.6 as and when required in such Sections, as applicable, or failure of Tenant to comply with any applicable Law when and as required by the applicable governmental authority.

14.1.5 Default in Other Covenant. Failure of Tenant to comply with any other term or condition of this Lease or to fulfill any other obligation of this Lease within **30 days** after written notice by Landlord specifying the nature of the failure with reasonable particularities. No notice and no opportunity to cure shall be required if Landlord has previously given Tenant notice of

failure to comply with such term or condition or fulfill such other obligation of this Lease two or more times in any twelve-month period during the Term.

14.1.6 Insolvency Defaults. Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Tenant; the commencement by Tenant of voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Tenant in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment of or the consent by Tenant to the appointment of a receiver, trustee or custodian of Tenant or of any of Tenant's property; an assignment for the benefit of creditors by Tenant; Tenant's failure generally to pay its debts as such debts become due; the making or suffering by Tenant of a fraudulent transfer under applicable federal or state law; concealment by Tenant of any of its property in fraud of creditors; or the imposition of a lien through legal proceedings or distraint upon any of the property of Tenant which is not discharged or bonded. During any period in which there is a Guarantor(s) of this Lease, each reference to "Tenant" in this paragraph shall be deemed to refer to "Guarantor or Tenant" separately.

14.2 Remedies on Default

Upon default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law:

14.2.1 Retake Possession. To the extent permitted by law, Landlord may re-enter and retake possession of the Premises, without notice, either through self-help, by summary proceedings, any other applicable action or proceeding, or other means. Landlord may sue the Premises for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant. To the extent permitted by law, and except as expressly provided in this Lease, Tenant waives the service of any notice of intention to terminate this Lease or to retake the Premises and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand required or permitted under applicable law.

14.2.2 Re-let the Premises. Landlord at its option may relet the whole or any part of the Premises, from time to time either in the name of the Landlord or otherwise, to such tenants, for such terms ending before, on, or after the expiration date of the Term, at such rentals and upon such other conditions (including concessions and free rent periods) as Landlord, in its sole discretion, may determine to be appropriate. Landlord shall make reasonable effort to relet the Premises in whole or in part. No failure to relet premises shall operate to relieve Tenant of any liability under this Lease or otherwise affect Tenant's liability. If there is other comparable unleased space in the Center, Landlord shall have no obligation to attempt to relet the Premises prior to leasing other space in the Center.

14.2.3 Damages for Default. Whether or not Landlord retakes possession of or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to unpaid rent, attorneys' fees reasonably incurred, and costs of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the Term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining Term as allowed by law.

14.3 Cure of Tenant's Default

Without prejudice to any other remedy for default, Landlord may perform any obligation of Tenant or make any payment required by Tenant under this Lease if Tenant fails to do so. The cost of performance, including reasonable attorneys fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid

at the prime rate as declared by a major bank in Oregon or Washington, plus two percentage points, but not in any event at a rate greater than the maximum rate of interest permitted by law.

SECTION 15: PREPAID RENT

Upon mutual execution of this Lease, Tenant shall pay to Landlord N/A as Prepaid Rent as set forth in Section 1.20, and if the Tenant is not in default of any provisions of this Lease, such prepaid rent shall be applied toward the first month of the term as set forth in section 1.20. Upon a default by Tenant prior to such application, Landlord shall have the right, without waiver of default or prejudice or other remedies, to use the prepaid rent, all or in part, to cure the default or to compensate Landlord for all or any damages resulting from the default. Landlord's obligations with respect to the prepaid rent are those of a creditor and not of a trustee, and Landlord can commingle the prepaid rent with Landlord's general funds. Landlord shall not be required to pay tenant interest on the prepaid rent.

SECTION 16: LANDLORD'S AND TENANT'S WORK

"OFFICE SPACE" is improved leased space detailed in Exhibit E. The space is leased "as is."

"STORAGE SPACE" is unimproved space has a smooth finish concrete floor, perimeter drywalls, perimeter doors, lighting and fire sprinklers installed. Space is leased "as is."

SECTION 17: MISCELLANEOUS

17.1 Waivers

No waiver by Landlord of performance of any provision of this Lease shall be deemed to be a waiver of nor prejudice Landlord's right to otherwise require performance of the same provisions or any other provision.

17.2 Recording

Tenant shall not record this Lease without prior written consent of Landlord, which consent Landlord may withhold in its sole discretion.

17.3 Notices

Except as otherwise expressly set forth in this Lease, all notices under this Lease shall be in writing and shall be effective when delivered in person, or if mailed, upon deposit in the United States mail, certified and postage prepaid and addressed to the address of Tenant showing in Section 1.5 or to the address of Landlord shown in Section 1.2 or at such other address as may be designated by either party by notice to the other given in accordance with this Section 17.3.

17.4 Exhibits

The following Exhibits are attached to this Lease and are a part of this Lease as if set forth in full in this Lease: Exhibit "A;" Legal Description, Exhibit "B" Site Plan of the Center; Exhibit "C" and "C.1" Leased Premises.

Exhibit "D" Sign Criteria, and Exhibit "E" Narrative of existing "OFFICE SPACE" build out.

17.5 Construction

(a) This Lease shall be construed and governed by the laws of the State of Washington; (b) the invalidity or non-enforceability of any provision hereof shall not affect or impair any other provisions hereof shall not affect or impair any other provisions hereof; (c) this lease constitutes

the entire agreement of the parties and supersedes all prior agreements or understandings between parties with respect to the subject matter hereof; (d) this Lease may not be modified or amended except by written agreement signed by both parties; (e) if there be more than one tenant, the obligations hereunder imposed upon Tenant shall be joint and several; (f) time is of the essence of this Lease and each and every provision hereof; (g) nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the parties hereto and not provisions contained herein shall be deemed to create any relationship other than that of landlord and tenant; (h) all provisions, the full performance of which is not required prior to the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease and shall be fully enforceable thereafter; (i) there have been no representations made by Landlord or its agents or understandings made between the parties other than those set forth in this Lease; (j) the parties acknowledge and agree that any calculations of square footage shall affect the obligations of Tenant under this Lease including, without limitation, the amount of Base Rent or Additional Rent payable by Tenant.

17.6 Successors

Subject to limitations on assignments in this Lease, all of the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties to this Lease.

17.7 Attorneys' Fees

In the event suit or action is instituted to interpret or enforce any term of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on petition for review, or on appeal, in addition to all other sums provided by law.

17.8 Hazardous Substances

Neither Tenant nor Tenant's agents, independent contractors or employees shall use, generate, transport, treat, store, dispose of or otherwise handle Hazardous Substances on the Premises or in the Center without the prior written consent of Landlord. Landlord may withhold such consent in its sole discretion or may condition such consent upon Tenant's agreement to comply with requirements designated by Landlord. The term "Hazardous Substances" shall mean any and all hazardous, toxic, infectious, or radioactive substances, wastes or materials as defined or listed by any law.

17.9 Force Majeure

Whenever a period of time is prescribed in this Lease for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, Laws, or any other causes of any kind whatsoever which are beyond the control of Landlord.

17.10 Brokerage

Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction other than the brokers described in Section 1.17 and 1.18. Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction, except for the brokers described in the next sentence. This obligation shall not apply to Landlord's broker whose name is set forth in Section 1.17 of this Lease or any broker with whom Landlord has entered into a written brokerage agreement which is in effect at the time this Lease is executed.

17.11 Authority

The person executing this Lease on behalf of Tenant hereby covenants and warrants that the execution of this Lease is duly authorized by Tenant, and Tenant is qualified to do business in Washington, and that the person signing on behalf of Tenant was authorized by Tenant to bind Tenant to this Lease. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties.

17.12 No offer

This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind Landlord in any way until (a) Tenant has duly executed and delivered duplicate originals of this Lease to Landlord and (b) Landlord has executed and delivered on of such originals to Tenant.

The parties have executed this Lease to be effective immediately.

Landlord:

By _____

Its _____

Tenant:

By _____

Its _____

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Lists of Exhibits

Exhibit A- Legal Description

Exhibit B – Site Plan of Center

Exhibit C and C.1– Leased Premises

Exhibit D – Sign Criteria

Exhibit E – Narrative of “OFFICE SPACE” build out.

STATE OF)
)SS.

County of)

On this day personally appeared before me, _____
to me known to be the individual described in and who executed the within and foregoing instrument and
acknowledged that _____ signed the same as _____ free and voluntary act and deed for
the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public for the State of: _____
Residing at: _____
My commission expires: _____

STATE OF)
)SS.

County of)

On this day personally appeared before me, _____
to me known to be the _____, corporation described as Landlord in the foregoing
instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said
corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized
to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public for the State of: _____
Residing at: _____
My commission expires: _____

“Exhibits”

Exhibit "A"



September 26, 2022

COMBINED LOTS 1-3 SHORT PLAT 3-311:

A parcel of land being Lots 1 through 3 of that certain Short Plat recorded in Book 3 of Short Plats at Page 311 records of Clark County, Washington in a portion of the Southeast quarter of the Northeast quarter of Section 24, Township 4 North, Range 1 West, Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1;

Thence North $71^{\circ}07'06''$ East, along the North line of said Lot 1 and the Southerly Right-of-way line of Mill Street, 52.69 feet to an angle point therein;

Thence North $87^{\circ}53'06''$ East, along the North line of Lot 1 and the extension thereof and the Southerly Right-of-way line of said Mill Street, 209.92 feet to the Northeast corner of said Lot 3;

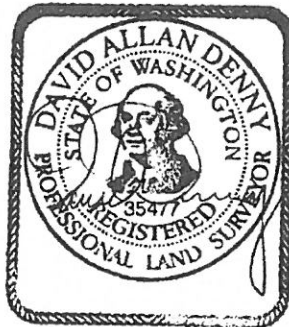
Thence South $00^{\circ}52'54''$ East, along the East line of said Lot 3, 112.73 feet to the Southeast corner thereof;

Thence South $89^{\circ}54'15''$ West, along the South line of said Lot 3 and the extension thereof, 260.01 feet to the Southwest corner of said Lot 1;

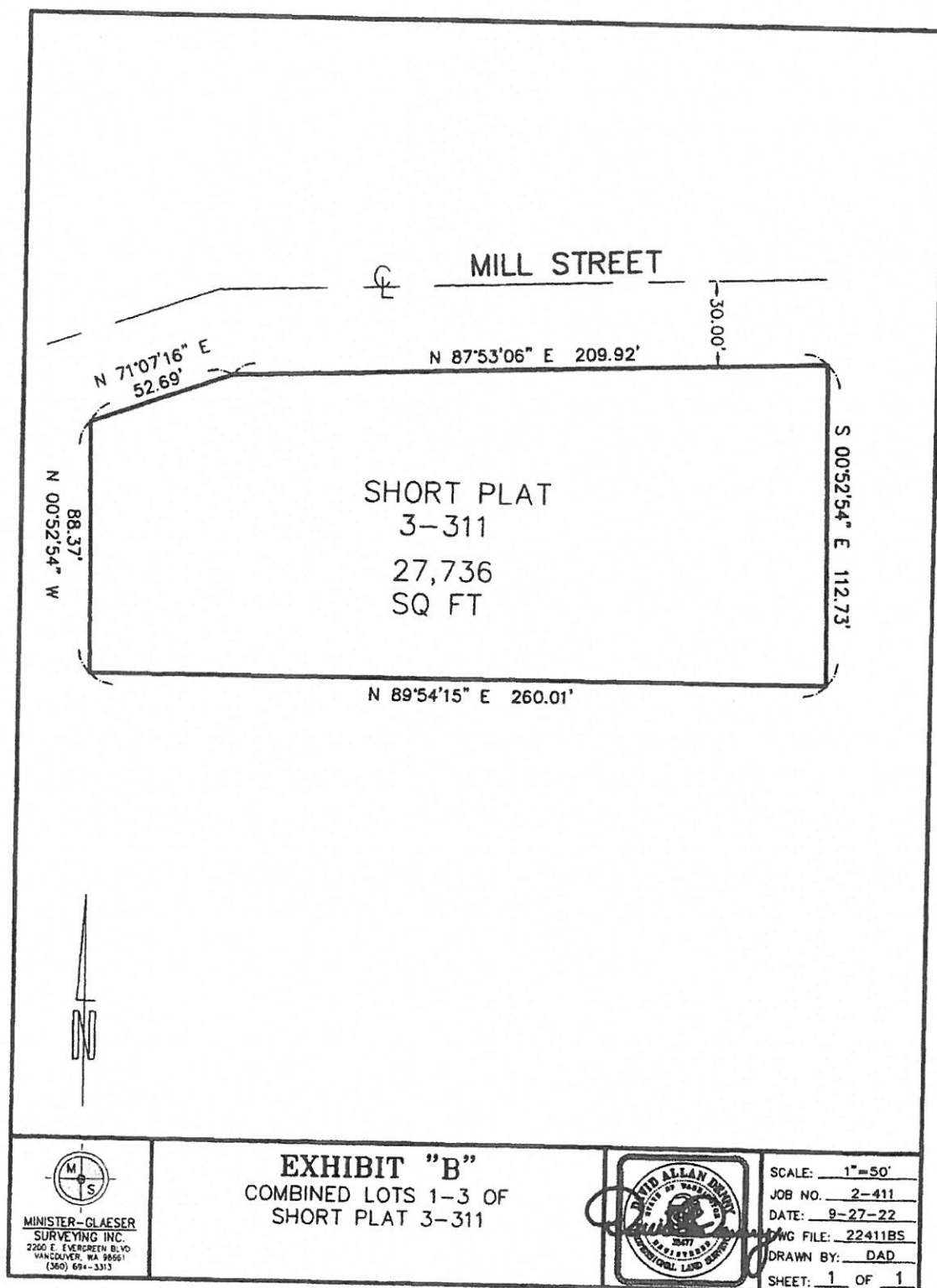
Thence North $00^{\circ}52'54''$ West, along the West line of said Lot 1, 88.37 feet to the TRUE POINT OF BEGINNING.

Containing 27,730 square feet more or less.

Together with and subject to easements, restrictions, covenants, dedications and reservations apparent or of record.



12-19-22



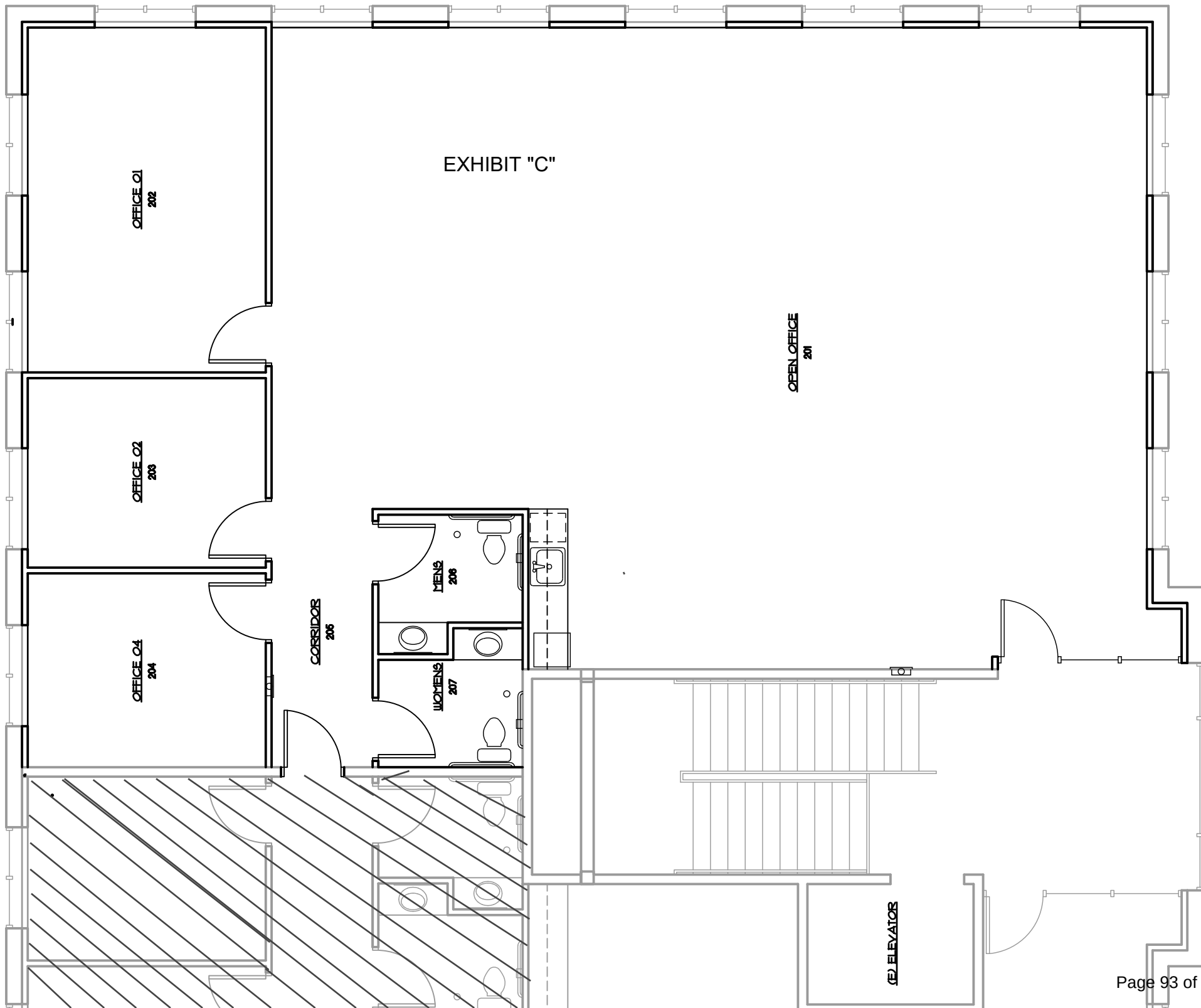
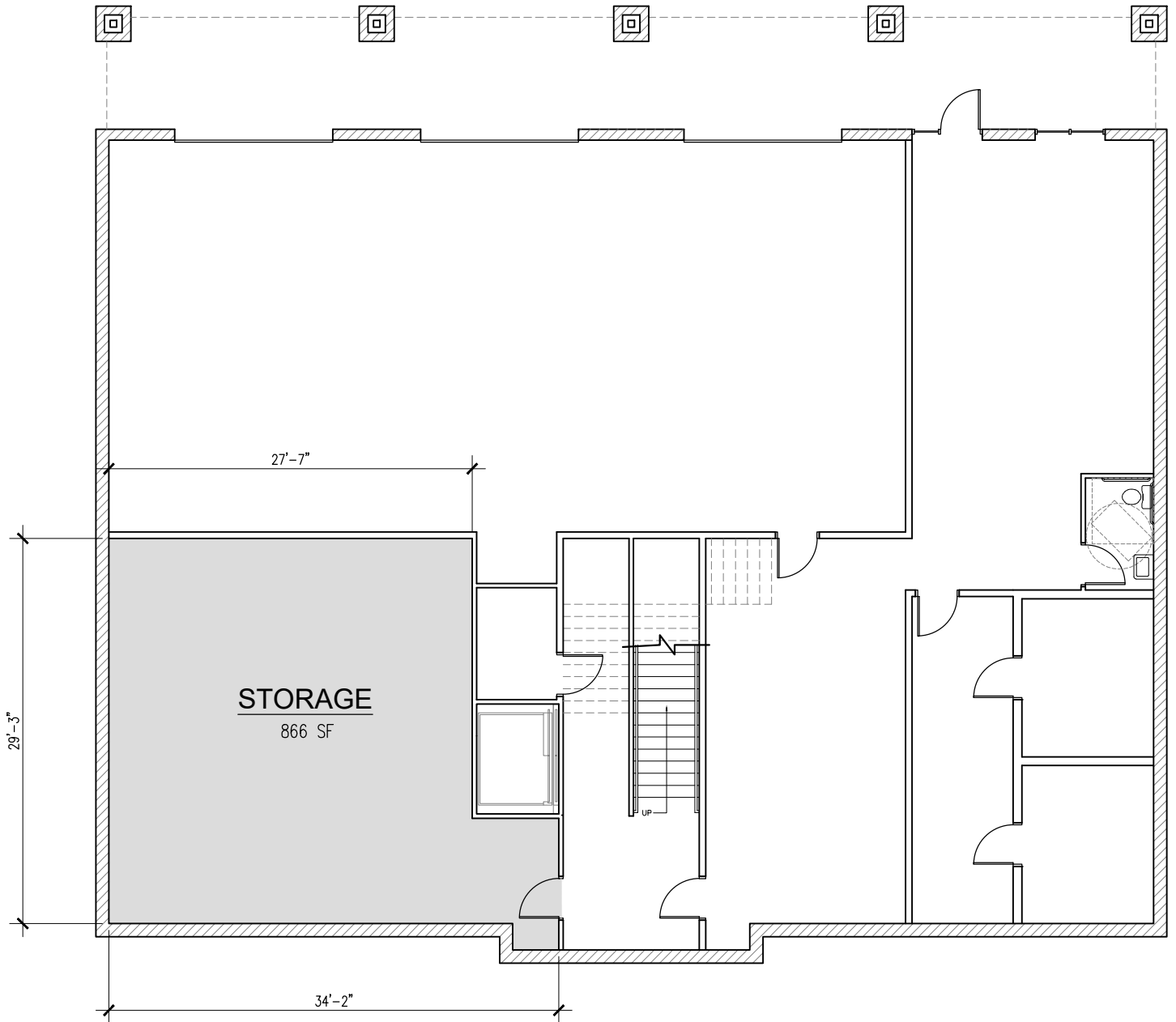


EXHIBIT C.1



○ BASEMENT FLOOR PLAN



RIDGEFIELD OFFICE BUILDING

EXHIBIT “D” SIGN CRITERIA

This sign criteria has been established for maintaining the overall appearance of the Center. THE FOLLOWING REQUIREMENTS ARE TO BE OBSERVED BY ALL TENANTS REGARDING SIGN AND STOREFRONTS.

A. TENANTS’ EXTERIOR BUILDING SIGN

1. All Tenants building signs shall conform to local code ordinances and bear sign company manufacturer UL labels.
2. Tenant, or its agents, shall obtain a sign permit prior to installation.
3. Two copies of Tenant’s sign layout shall be submitted to Landlord for approval before fabrication, indicating colors, exact placement of sign on the building, dimensions of sign and details of construction. Landlord shall provide to tenant a copy of the applicable building elevation drawing upon request.
4. An approved drawing is required prior to installation. Signs built without approval or contrary to corrections will be altered to conform to requirements at Tenant’s expense.
5. No flashing or animated signs will be permitted.
6. No projections above or below the sign band will be permitted.
7. All ballast(s) and transformer(s) shall be concealed in the exposed raceway and no exposed electrical tubing or “Crossover” will be permitted.
8. Sign location shall be centered on Tenant storefront sign band and within 80% maximum or Tenant storefront lineal footage.
9. Signs are to be internally illuminated. Design shall be “Individual Letters” or “Pan Channel” lettering. Any and all exposed metal shall be painted with automotive grade polyurethane paint.
10. Letter height shall not exceed 24” and be mounted on exposed raceway to color match surrounding building wall.
11. In the event the Tenant vacates the premises, Tenant shall be responsible for the removal of its sign(s), the patching and painting of penetrations to match building color and the repair or any damages to the building as result of the sign’s presence or removal.

12. Single line lettering shall not exceed 24" in height. Two lines of lettering will be permitted, subject to Landlord's approval, as long as contained within 24" height limitation.

13. One sign per Tenant Sign band installed.

14. Symbols, lettering style, spacing and colors are subject to written approval of Landlord.

B. TENANTS STOREFRONT WINDOW SIGN

1. Tenant may apply limited lettering to door or window area adjacent to door, to specify hours of operation and emergency phone numbers.

2. All lettering shall be white vinyl with self-adhesive.

3. Window painting shall not be allowed.

4. Landlord must approve all window lettering.

C. NEON WINDOW SIGNAGE

1. No flashing, animated, or electric reader board signs shall be allowed.

2. One (1) "OPEN" sign shall be allowed per window elevation.

3. The Landlord must approve all neon window signage.

D. INSTALLATION

Installation and maintenance of all Tenant signs shall be at Tenant's expense and shall be installed in a manner approved by Landlord. Tenant shall be fully responsible for the operations of the Tenant's sign contractor.

E. EXCEPTIONS

No Exceptions shall be permitted without written approval of Landlord

Exhibit “E”

The space being leased by the Tenant is delivered “As is” and has been permitted, constructed, and receive a certificate of occupancy from the City of Ridgefield for the work performed. The space has been used as a meeting-event space.

The built out space (Suite 210) contains the following:

1. HVAC – The space contains a roof mounted HVAC unit, VAV distribution box and ducting to the offices, restrooms and open area and provides 1 ton of cooling and heating per every 350 square feet.
2. The main entrance doors are two solid core birch doors with $\frac{3}{4}$ glass doors with standard locking hardware. The glass is $\frac{1}{2}$ inch tempered, and the security system is operated by a FOB. There is vinyl area flooring in the entrance.
3. The exit emergency door is a solid core 3’-0” – 7’-0” birch door with push hardware, for immediate exit when required.
4. Two bathrooms are available and built to code with vinyl flooring.
5. Three offices exist with tile carpet and solid core doors with relites and locking hardware are provided.
6. The break area contains upper and lower cupboards, area vinyl flooring, a sink and faucet, a refrigerator, and a dishwasher.
7. The open area flooring is carpet tiles.
8. Electrical service is a 200-amp panel, and the lighting is energy efficient LED strip light that is motion and light sensitive controlled and operated.
9. Gas- is provided to the heating unit with a T stub for future use/tie into the tenant’s space if required
10. Telephone/communications/cable- A future use conduit can be stubbed out of the mechanical room of the main building.
11. Water is provided to the space via a $\frac{3}{4}$ inch water meter.
12. Gas, Water and Power are furnished to the entire end floor. A deduct meter for each of the utilities is read monthly and charges invoiced to the Tenant.
13. Fire suppression sprinkler system is installed along with a fire alarm system to the space.
14. Trash enclosure – Two Trash containers are provided, one for garbage and one for recycling.
15. The Parking is supplied on the east end of the building and on the street to the north.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 2024

AGENDA ITEM NAME: Motion - Award of Construction Contract for the Pioneer Widening and 50th Avenue Roundabout Improvement Project

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:

Approval of 2024 Capital Budget, Limited Tax General Obligation Bond, Contract Amendment with HHPR for Design and Permitting Services, Public Use and Necessity Declaration for the Arthur property, and Contract Award for Construction Management and Inspection Services with Consor.

SUMMARY/BACKGROUND:

The City of Ridgefield is preparing for one of its largest projects ever, the Pioneer Widening and 50th Avenue (Place) Roundabout Improvement Project. The project will construct:

- Roadway widening along Pioneer Street
- Joint utility and sanitary sewer improvements along Pioneer Street from east of Royle Road to 56th Place
- A roundabout at Pioneer and N 50th Place (formerly known as N 50th Avenue) with water and electrical hookups for future center-of-roundabout design considerations for the Roundabout Committee
- A new road, 50th Place from Pioneer to Pioneer Canyon Drive,
- Pioneer Canyon Drive northwest from 50th Place to the north City's property line, and
- A new road, 50th Place to Union Ridge Town Center/Costco.

The project will have accelerated completion schedules for various phases to accommodate the planned late-August opening of Costco as well as In-and-Out Burger, among other economic development 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 Place/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 Place/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.

Previously-awarded construction management and inspection services work will oversee the contractors working on this project as well as provide continuous coordination with the construction of Costco, various site pads at Union Ridge Town Center, Mountainview Dental, and IQ Credit Union, along with anticipated development on the south side of Pioneer Street.

The City of Ridgefield is partnered with Clark Regional Wastewater District (CRWWD) on this project. Construction work will begin at approximately the time that the Pioneer Street/ SR 501 Route Jurisdiction Transfer process will take effect in July; the project team will continue to coordinate with Washington State Department of Transportation (WSDOT) representatives to on the construction work and schedule for impacts to SR 501 before the Route Jurisdiction Transfer process takes place, and afterward for impacts on the I-5 interchange. The City's project team and contractor will also coordinate with other stakeholders in the area and along Pioneer, including providing continuous access to local residences, and any impacts on C-TRAN, KWRL Transportation, Waste Connections, the postal service, and others.

The City opened the Invitation to Bid process on May 2, 2024 and bids were opened on June 4, 2024.

Bids were received from:

- Active Construction from Tacoma, WA for \$19,442,442
- Nutter Corp from Vancouver, WA for 19,744,192
- Tapani, Inc. from Battle Ground, WA for \$20,698,696
- Kerr Contractors from Woodburn, OR for \$20,990,345
- Rotschy, Inc. from Vancouver, WA for \$21,144,703, and
- Goodfellow Brothers from Portland, OR for \$23,607,029.

The apparent lowest bidder was Active Construction.

All bids were reviewed to ensure the required documents were submitted, including subcontractor utilization forms and other required state and/or federal forms that accompany bids, so all were deemed responsive to the requirements.

Supplemental Responsible Bidder Criteria requests were made of the three apparent low bidders to ensure the contractor to receive the award is responsible and experience on other, similar projects has been positive without major claims or liquidated damages incurred. The criteria are attached to this staff report.

After careful review of the bids and cost calculations, and review of the Supplemental Responsible Bidder Criteria, Active Construction from Tacoma, WA has been determined as the lowest responsive

and responsible bidder. A Notice of Intent to Award (pending Council approval) was issued on Friday, June 7 and is attached to this staff report.

The Engineer's construction estimate was \$22,133,648, which means the bid price was approximately \$2.7 million below the Engineer's estimate. The contract award action in front of Council includes the award of the lowest responsive and responsible bid, \$19,442,442, along with approval of an additional \$2 million for early-completion incentives and contingencies, for a total of \$21,442,442.

The overall project budget of \$28.7 million with all components is as follows:

- Construction: \$21,442,442 which includes: \$18,063,146 for transportation (financed by the LTGO Bond); \$699,877 for sewer and \$679,418 for water (covered by other dedicated funding sources); and \$2 million for early completion incentives and contingencies
- Construction Management: \$1,800,000
- Design, Right-of-way and Permits: \$5,500,000.

BUDGET/FINANCIAL IMPACTS:

The funding for this project is included in the 2024 Capital Budget and is being financed by the Limited Tax General Obligation Bond and the Tax Increment Financing Area.

RECOMMENDED ACTION OR MOTION:

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

"I move to award the construction contract for the Pioneer Widening and 50th Avenue Roundabout project to Active Construction, Tacoma, Washington, in the amount of \$19,442,442, with an additional \$2 million for early completion incentives and contingencies."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Revised_Supplemental_Bidder_Responsibility_Criteria_-_Final
2. Bid Tab Summary
3. Bid - ACI
4. Notice of Intent to Award - Pioneer Widening
5. Pioneer Widening Project Presentation_Council_061324

Section 2: Proposal Submittal and Evaluation Information

D. Supplemental Bidder Responsibility Criteria

In addition to the mandatory bidder responsibility criteria, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project. As evidence that a bidder meets the supplemental bidder responsibility criteria, the Apparent Successful Bidder must submit, upon request, the required documentation to the City of Ridgefield, within two (2) business days of notification. The City reserves the right to request such documentation from other bidders as well.

If the City determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, they may appeal the determination within two (2) business days of receipt of the City's determination by presenting additional information to the City. The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible received the City's final written determination as required by RCW 39.04.350(d).

The time deadline for a bidder to appeal a determination that they are not responsible, as indicated here, may be modified by the City, adopting either a standard for all projects or changing it on a project-by-project basis. If during the Bidding period, a potential Bidder believes that the Supplemental Bidder Responsibility Criteria will exclude them from bidding, Bidder may request the City to consider modifying the criteria. The request must be submitted by the question deadline. Such modification, if accepted by the City, will be communicated via the issuance of an addendum to the Bidding documents

1. **Federal Debarment** – The bidder shall not currently be debarred or suspended from bidding on Public Works Projects by the Federal government. The bidder shall not be listed as a current debarred or suspended bidder on the U.S. Governments System for Award Management (SAM) website.
 - a. Website: <http://www.sam.gov>.
2. **Claims against Retainage and Bonds** – The bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate

payments to its subcontractors, supplies, and workers, unless there are extenuating circumstances acceptable to the City.

3. **Experience Modification Rate** – The bidder's Experience Modification Rate should be at or below 1.0. EMR rates above 1.0 are cause for Determination of Non-Responsibility unless the circumstances raising the rate have been accepted by the City.
4. Contractor must be qualified to successfully perform similarly sized and scoped projects, which shall be demonstrated by having the following:
 - a. Contractor must have successfully completed at least one (1) public road or transportation construction project of at least \$15 million in project construction cost within the last 5 years prior to bid submittal, or at least two (2) public road or transportation construction projects of at least \$15 million in project construction cost within the last ten (10) years prior to bid submittal, where the project included multiple phases including simultaneous phases, accelerated construction, and the construction of a joint utility trench or similar, combined relocation which involved coordination with at least four (4) utilities for construction. Projects including both sanitary sewer and water are preferred.

Current projects of at least \$15 million in construction value that are greater than 75% complete may be submitted provided that reference contact information be provided for the City to contact for current project status with regard to these criteria.

In evaluating whether the projects were successfully completed, the City may check owner references and may evaluate the owner's assessment of the Contractor's performance including but not limited to:

- overall quality of project,
- acceptable experience and technical knowledge,
- effective oversight
- whether the contractor had to pay liquidated damages on one or more previous projects
- effective coordination of subcontractors,
- ability to coordinate and work with utility companies and governmental entities,
- responsiveness to owner requests,
- attention to safety,
- quality and timeliness of performance,
- management of change order proposals,

- project schedule, and
 - schedule updates.
- b. Contractor must be able to demonstrate cost and schedule control in their projects by showing how the projects referenced in Criterion A were completed on time and within the Owner's budget, where change orders represent no more than 10% of the original contract cost, or completed within 10% over the number of workdays of the original project schedule, unless there are extenuating circumstances acceptable to the City.
5. The Contractor shall not have had any public works contract terminated for cause or terminated for default by a government agency during the last five (5) years prior to bid submittal unless there are extenuating circumstances deemed acceptable to the City.
6. The Contractor shall not have paid any liquidated damages on a project for a government agency during the past five (5) years prior to bid submittal, unless there are extenuating circumstances deemed acceptable to the City.

Documentation. As evidence that the bidder meets the supplemental bidder responsibility criteria above, the apparent low bidder submitting a responsive bid must, after bid opening, and within two (2) business days submit the following documentation to the City for evaluation. Documentation must include information regarding the projects referenced in Criterion A above and referencing the information required to evaluate performance in the supplemental criteria. Documentation shall also include owner contact information for each listed project.

The City reserves the right to request such documentation for other bidders also. The City may contact previous owners to validate the information provided by the bidder.

- I. Bidder must provide the following:
- i. A list of at least one (1) public road or transportation construction project of at least \$15 million in project construction cost completed within the last 5 years prior to bid submittal, at least two (2) public road or transportation construction projects of at least \$15 million in project construction cost within the last ten (10) years prior to bid submittal, or, a current project of at least \$15 million in construction value that is greater than 75% complete provided that reference contact information be provided for the City to contact for current project status with regard to these criteria, where the project included multiple phases including simultaneous phases, accelerated

construction, and the construction of a joint utility trench or similar, combined relocation which involved coordination with at least four (4) utilities for construction. Projects including both sanitary sewer and water are preferred.

- ii. For each project, list the following information:
 - i. Name, telephone number and/or email address of the owner;
 - ii. A description of the project and how the project is similar to this project, including accelerated construction, simultaneous phases, construction of a joint utility trench, water and sanitary sewer;
 - iii. The contractor's assessment of its performance on each project and any extenuating circumstances;
 - iv. The awarded contract price and final contract amount and any extenuating circumstances
 - v. The awarded contract schedule and number of workdays, and final completion date and number of workdays, including a description of any extenuating circumstances.
 - vi. A summary of any liquidated damages paid for the listed project(s).

II. Contractor must be able to demonstrate cost and schedule control in their projects by showing how the projects referenced in Criterion A were completed on time and within the Owner's budget, where change orders represent no more than 10% of the original contract cost, or completed within 10% over the number of workdays of the original project schedule, unless there are extenuating circumstances acceptable to the City.

- III. Contractor may also submit for consideration projects for which:
- i. A subcontractor previously served as a general or prime contractor
 - ii. One or more members of the bidder's principal staff previously served as a project manager, superintendent or other management-level position on the project while with a different contractor.
 - iii. Were privately financed, provided that the project is similarly sized and scoped relative to the above criteria.

Evaluation. Supplemental Bidder Responsibility Criteria must be substantially met to be considered responsive. "Substantially met" is defined to mean the information provided is sufficient to establish to the City that the bidder is capable of successfully performing the project.

Failure to respond to this request for information in these supplemental criteria within two (2) business days of the request shall be considered non-responsive, and the City will begin review of the next apparent lowest bidder.

Request to Change Supplemental Bidder Responsibility Criteria. Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria required in these bidding documents may make or submit requests to the Owner to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. Bidders should submit such requests to the Owner no later than Monday, May 20, 2024, the last day questions are due on this invitation to bid.

Appeals. If the City determines a Bidder to be not responsible, the City will provide, in writing, the reasons for the determination. The Bidder may appeal the determination within two (2) business days of its receipt of the City's determination of non-responsibility by presenting additional information to the City. The City shall consider the additional information before issuing its final determination. If the City's final determination affirms that the Bidder is not responsible, the City shall not execute a contract with any other bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

50th Avenue Roundabout and Pioneer Street Widening

Active Construction Inc

Nutter Corporation

Tapani Inc.

Rotschy Inc

Goodfellow Bros LLC

Kerr Contractors Oregon LLC

Engineers Estimate

5110 River Rd E, Tacoma, WA 98443

7211 NE 43rd Ave, Vancouver, WA 98661

1705 SE 9th Avenue, Battle Ground, WA 98604

7408 NE 113th Circle, Vancouver, WA 98662

7515 NE Ambassador Place, Suite E, Portland, OR 97220

395 Shenandoah Lane, Woodburn, OR 97071

ITEM	ITEM	SPEC REF	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
Schedule A																																	
1	0001	1-09	MOBILIZATION	LS	1	\$2,012.104	\$2,012.104	\$1,930.000	\$1,930.000	\$1,900.000	\$1,900.000	\$1,800.000	\$1,800.000	\$1,800.000	\$1,800.000	\$1,533.000	\$1,533.000	\$1,500.000	\$1,500.000	\$1,533.000	\$1,533.000	\$1,500.000	\$1,500.000	\$1,500.000	\$1,500.000	\$1,500.000	\$1,500.000	\$1,500.000	\$1,500.000	\$1,500.000	\$1,500.000		
2	7728	1-04	MINOR CHANGE	EST	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
3	7037	1-05 SP	STRUCTURE SURVEYING	LS	1	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$22,400.00	\$22,400.00	\$44,900.00	\$44,900.00	\$44,900.00	\$44,900.00	\$44,900.00	\$44,900.00		
4	7038	1-05 SP	ROADWAY SURVEYING	LS	1	\$250,000.00	\$250,000.00	\$140,000.00	\$140,000.00	\$125,000.00	\$125,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$96,320.00	\$96,320.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00		
5	7039	1-05 SP	ADA FEATURE SURVEYING	LS	1	\$50,000.00	\$50,000.00	\$11,000.00	\$11,000.00	\$12,500.00	\$12,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,840.00	\$9,840.00	\$10,475.00	\$10,475.00	\$10,475.00	\$10,475.00	\$10,475.00	\$10,475.00		
6	N/A	1-04 SP	RECORD DRAWINGS (MINIMUM BID \$15,000)	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
7	7736	1-07	SPCC PLAN	LS	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
8	7004	1-08	TYPE C PROGRESS SCHEDULE	LS	1	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00		
9	7005	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$750,000.00	\$750,000.00	\$375,000.00	\$375,000.00	\$200,000.00	\$200,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$765,184.54	\$765,184.54	\$765,000.00	\$765,000.00	\$1,200,000.00	\$1,200,000.00	\$930,000.00	\$930,000.00	\$1,200,000.00	\$1,200,000.00	\$475,000.00	\$475,000.00	\$475,000.00	\$475,000.00	\$475,000.00	\$475,000.00		
10	N/A	1-10	DETOUR PLAN	LS	1	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$177,200.00	\$177,200.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00		
11	N/A	1-10	CONSTRUCTION STAGING AND ACCESS PLAN	LS	1	\$10,000.00	\$10,000.00	\$250,000.00	\$250,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$195,000.00	\$195,000.00	\$195,000.00	\$195,000.00	\$195,000.00	\$195,000.00		
12	N/A	1-10	WORK ZONE SAFETY CONTINGENCY	FA	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
13	6993	1-10	PORTABLE CHANGING MESSAGE SIGN	HR	26,280	\$5	\$131,400.00	\$3	\$78,840.00	\$3	\$78,840.00	\$1	\$39,420.00	\$1	\$39,420.00	\$2	\$78,840.00	\$2	\$78,840.00	\$2	\$78,840.00	\$2	\$78,840.00	\$2	\$78,840.00	\$13	\$661,800.00	\$13	\$661,800.00	\$13	\$661,800.00	\$13	\$661,800.00
14	6993	2-01	CLEARING AND RUBBING	ACRE	2,025	\$20,000.00	\$40,500.00	\$20,000.00	\$40,500.00	\$20,000.00	\$40,500.00	\$20,000.00	\$40,500.00	\$20,000.00	\$40,500.00	\$1,500.00	\$3,020.00	\$1,500.00	\$3,020.00	\$2	\$4,000.00	\$2	\$4,000.00	\$2	\$4,000.00	\$9	\$180,000.00	\$9	\$180,000.00	\$9	\$180,000.00	\$9	\$180,000.00
15	0500	2-02 SP	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$30,000.00	\$30,000.00	\$172,413.24	\$172,413.24	\$260,000.00	\$260,000.00	\$142,000.00	\$142,000.00	\$142,000.00	\$142,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$144,700.00	\$144,700.00	\$144,700.00	\$144,700.00	\$130,000.00	\$130,000.00	\$104,500.00	\$104,500.00	\$104,500.00	\$104,500.00	\$104,500.00	\$104,500.00		
16	0250	2-02 SP	REMOVAL OF ASBESTOS MATERIAL	FA	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00		
17	0252	2-02 SP	DECOMMISSIONING WELLS	LS	1	\$5,000.00	\$5,000.00	\$14,000.00	\$14,000.00	\$22,000.00	\$22,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
18	0351	2-03	ROADWAY EXCAVATION INCL. HAUL	CY	20150	\$20	\$403,000.00	\$6	\$120,900.00	\$6	\$120,900.00	\$120	\$2,400.00	\$120	\$2,400.00	\$40	\$800.00	\$40	\$800.00	\$2	\$4,000.00	\$2	\$4,000.00	\$25	\$500.00	\$25	\$500.00	\$25	\$500.00	\$25	\$500.00	\$25	\$500.00
19	0405	2-03	COMMON BORROW INCL. HAUL	CY	27200	\$20	\$544,000.00	\$8.50	\$231,200.00	\$12	\$264,000.00	\$12	\$264,000.00	\$16	\$320.00	\$16	\$320.00	\$39	\$780.00	\$39	\$780.00	\$1	\$20.00	\$1	\$20.00	\$29	\$580.00	\$29	\$580.00	\$29	\$580.00	\$29	\$580.00
20	N/A	2-03	STORMWATER FACILITY EXCAVATION INCL. HAUL	CY	10100	\$20	\$202,000.00	\$4.25	\$42,925.00	\$20	\$400.00	\$20	\$400.00	\$20	\$400.00	\$20	\$400.00	\$19	\$380.00	\$19	\$380.00	\$30	\$600.00	\$30	\$600.00	\$26	\$520.00	\$26	\$520.00	\$26	\$520.00	\$26	\$520.00
21	4005	2-09	STRUCTURE EXCAVATION CLASS A INCL. HAUL	CY	6800	\$40	\$272,000.00	\$34	\$231,200.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00	\$32	\$256.00	\$32	\$256.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00
22	7005	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	CY	3940	\$40	\$157,600.00	\$32	\$126,080.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00	\$30	\$240.00	\$30	\$240.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00	\$40	\$320.00
23	7013	2-09	SHORING OR EXTRA EXCAVATION CLASS A	SF	21	\$45,000.00	\$945,000.00	\$225,000.00	\$225,000.00	\$300,000.00	\$300,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$215,750.00	\$215,750.00	\$215,750.00	\$215,750.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00		
24	7008	2-09	SHORING OR EXTRA EXCAVATION CLASS B	CF	26600	\$3	\$79,800.00	\$1.25	\$33,125.00	\$1	\$3,000.00	\$1	\$3,000.00	\$1	\$3,000.00	\$1	\$3,000.00	\$1	\$3,000.00	\$1	\$3,000.00	\$1	\$3,000.00	\$1	\$3,000.00	\$1	\$3,000.00	\$1	\$3,000.00	\$1	\$3,000.00	\$1	\$3,000.00
25	7011	2-09	GRAVEL BACKFILL FOR FOUNDATIONS CLASS A	SY	400	\$40	\$16,000.00	\$70	\$28,000.00	\$40	\$16,000.00	\$40	\$16,000.00	\$40	\$16,000.00	\$40	\$16,000.00	\$40	\$16,000.00	\$40	\$16,000.00	\$40	\$16,000.00	\$40	\$16,000.00	\$40	\$16,000.00	\$40	\$16,000.00	\$40	\$16,000.00	\$40	\$16,000.00
26	7015	2-09	CONTROLLED DITCH FILL	CY	30	\$225.00	\$6,750.00	\$400	\$12,000.00	\$450	\$15,750.00	\$350	\$10,500.00	\$350	\$10,500.00	\$230	\$6,510.00	\$230	\$6,510.00	\$350	\$9,875.00	\$350	\$9,875.00	\$350	\$9,875.00	\$350	\$9,875.00	\$350	\$9,875.00	\$350	\$9,875.00	\$350	\$9,875.00
27	7036	2-09	CRUSHED SURVIVING BASE COURSE	TON	27	\$60	\$1,620.00	\$35	\$1,020.00	\$30	\$900.00	\$30	\$900.00	\$30	\$900.00	\$30	\$900.00	\$30	\$900.00	\$30	\$900.00	\$30	\$900.00	\$30	\$900.00	\$30	\$900.00	\$30	\$900.00	\$30	\$900.00	\$30	\$900.00
28	5875	5-04 SP	COMMERCIAL HMA	TON	2800	\$120	\$336,000.00	\$135	\$378,000.00	\$135	\$378,000.00	\$140	\$392,000.00	\$140	\$392,000.00	\$140	\$392,000.00	\$140	\$392,000.00	\$140	\$392,000.00	\$140	\$392,000.00	\$125	\$350,000.00	\$125	\$350,000.00	\$125	\$350,000.00	\$125	\$350,000.00	\$125	\$350,000.00
29	5716	5-04 SP	HMA CL. 3/8 IN. PG. 58V-22	TON	11200	\$160	\$1,792,000.00	\$137	\$1,534,400.00	\$140	\$1,568,000.00	\$135	\$1,512,000.00	\$135	\$1,512,000.00	\$145	\$1,620,000.00	\$145	\$1,620,000.00	\$140	\$1,568,000.00	\$140	\$1,568,000.00	\$140	\$1,568,000.00	\$140	\$1,568,000.00	\$140	\$1,568,000.00	\$140	\$1,568,000.00	\$140	\$1,568,000.00
30	5711	5-04 SP	PLANING BITUMINOUS PAVEMENT	SY	900	\$24	\$21,600.00	\$15	\$3,600.00	\$16	\$4,800.00	\$20	\$7,200.00	\$20	\$7,200.00	\$20	\$7,200.00	\$20	\$7,200.00	\$20	\$7,200.00	\$20	\$7,200.00	\$20	\$7,200.00	\$20	\$7,200.00	\$20	\$7,200.00	\$20	\$7,200.00	\$20	\$7,200.00
31	N/A	5-05 SP	PREPARED CEMENT CONCRETE PAVEMENT	SY	694	\$200	\$138,800.00	\$275	\$190,850.00	\$350	\$242,500.00	\$150	\$105,000.00	\$150	\$105,000.00	\$280	\$184,000.00	\$280	\$184,000.00	\$280	\$184,000.00	\$280	\$184,000.00	\$280	\$184,000.00	\$280	\$184,000.00	\$280	\$184,000.00	\$280	\$184,000.00	\$280	\$184,000.00
32	13860																																

	50th Avenue Roundabout and Pioneer Street Widening				Active Construction Inc		Nutter Corporation		Tapani Inc.		Rotschy Inc		Goodfellow Bros LLC		Kerr Contractors Oregon LLC					
	Engineers Estimate				5110 River Rd E, Tacoma, WA 98443		7211 NE 43rd Ave, Vancouver, WA 98661		1705 SE 9th Avenue, Battle Ground, WA 98604		7408 NE 113th Circle, Vancouver, WA 98662		7515 NE Ambassador Place, Suite E, Portland, OR 97220		395 Shenandoah Lane, Woodburn, OR 97071					
	ITEM	STD ITEM	SPEC REF	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL				
127	122	6707	8-04	CEMENT CONC. PEDESTRIAN CURB	LF	620	\$35.00	\$21,700.00	\$ 26.50	\$ 16,430.00	\$ 43.00	\$ 26,660.00	\$ 40.00	\$ 24,800.00	\$ 28.00	\$ 17,360.00	\$ 35.00	\$ 21,700.00	\$ 41.00	\$ 25,420.00
128	123	6727	8-04	EXTRUDED CURB	LF	70	\$50.00	\$3,500.00	\$ 44.00	\$ 3,080.00	\$ 48.00	\$ 3,360.00	\$ 40.00	\$ 2,800.00	\$ 47.00	\$ 3,290.00	\$ 63.00	\$ 4,410.00	\$ 25.00	\$ 1,750.00
129	124	7059	8-06	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 3	SY	65	\$270.00	\$17,550.00	\$ 181.00	\$ 11,765.00	\$ 242.00	\$ 15,730.00	\$ 140.00	\$ 9,100.00	\$ 150.00	\$ 9,750.00	\$ 240.00	\$ 15,600.00	\$ 50.00	\$ 3,250.00
130	125	7059	8-06	CEMENT CONC. DRIVEWAY ENTRANCE TYPE COMMERCIAL	SY	210	\$270.00	\$56,700.00	\$ 175.00	\$ 36,750.00	\$ 224.00	\$ 47,040.00	\$ 200.00	\$ 42,000.00	\$ 150.00	\$ 31,500.00	\$ 190.00	\$ 39,900.00	\$ 188.50	\$ 39,585.00
131	126	N/A	8-06 SP	CEMENT CONC. APPROACH	SY	250	\$200.00	\$50,000.00	\$ 143.00	\$ 35,750.00	\$ 177.00	\$ 44,250.00	\$ 140.00	\$ 35,000.00	\$ 150.00	\$ 37,500.00	\$ 230.00	\$ 57,500.00	\$ 166.00	\$ 41,500.00
132	127	6889	8-09	RECESSED PAVEMENT MARKER	HUND	2	\$1,800.00	\$3,600.00	\$ 2,425.00	\$ 4,850.00	\$ 2,950.00	\$ 5,900.00	\$ 2,300.00	\$ 4,600.00	\$ 2,400.00	\$ 4,800.00	\$ 2,465.00	\$ 4,930.00	\$ 2,200.00	\$ 4,400.00
133	128	6832	8-10	FLEXIBLE GUIDE POST	EACH	9	\$80.00	\$720.00	\$ 220.00	\$ 1,980.00	\$ 331.00	\$ 2,979.00	\$ 95.00	\$ 855.00	\$ 200.00	\$ 1,800.00	\$ 220.00	\$ 1,980.00	\$ 50.00	\$ 450.00
134	129	7088	8-12 SP	COATED CHAIN LINK FENCE TYPE 4	LF	2275	\$50.00	\$113,750.00	\$ 21.00	\$ 47,775.00	\$ 23.00	\$ 52,325.00	\$ 24.00	\$ 54,600.00	\$ 22.00	\$ 50,500.00	\$ 20.00	\$ 45,500.00	\$ 19.00	\$ 43,225.00
135	130	7086	8-12 SP	COATED CHAIN LINK FENCE TYPE 3	LF	842	\$50.00	\$42,100.00	\$ 27.50	\$ 23,155.00	\$ 30.00	\$ 25,260.00	\$ 35.00	\$ 29,470.00	\$ 29.00	\$ 24,418.00	\$ 26.00	\$ 21,892.00	\$ 25.00	\$ 21,050.00
136	131	7098	8-12 SP	COATED END, GATE, CORNER, AND PULL POST FOR CHAIN LINK FENCE	EACH	50	\$300.00	\$15,000.00	\$ 300.00	\$ 15,000.00	\$ 325.00	\$ 16,250.00	\$ 313.00	\$ 15,650.00	\$ 320.00	\$ 16,000.00	\$ 275.00	\$ 13,750.00	\$ 275.00	\$ 13,750.00
137	132	7103	8-12 SP	DOUBLE 14 FT. COATED CHAIN LINK GATE	EACH	1	\$3,400.00	\$3,400.00	\$ 1,900.00	\$ 1,900.00	\$ 2,100.00	\$ 2,100.00	\$ 1,230.00	\$ 1,230.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
138	133	7045	8-13	MONUMENT CASE AND COVER	EACH	12	\$1,300.00	\$15,600.00	\$ 3,855.00	\$ 46,260.00	\$ 1,000.00	\$ 12,000.00	\$ 850.00	\$ 10,200.00	\$ 700.00	\$ 8,400.00	\$ 750.00	\$ 9,000.00	\$ 1,725.00	\$ 20,700.00
139	134	7055	8-14	CEMENT CONC. SIDEWALK	SY	7,744	\$135.00	\$1,045,500.00	\$ 76.00	\$ 588,544.00	\$ 93.00	\$ 720,192.00	\$ 95.00	\$ 735,680.00	\$ 84.00	\$ 650,496.00	\$ 100.00	\$ 774,400.00	\$ 74.50	\$ 576,928.00
140	135	7058	8-14	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	EACH	6	\$1,500.00	\$9,000.00	\$ 1,820.00	\$ 10,920.00	\$ 2,400.00	\$ 14,400.00	\$ 2,900.00	\$ 17,400.00	\$ 1,700.00	\$ 10,200.00	\$ 2,000.00	\$ 12,000.00	\$ 3,550.00	\$ 21,300.00
141	136	7058	8-14	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR B	EACH	24	\$1,500.00	\$36,000.00	\$ 1,820.00	\$ 43,680.00	\$ 2,400.00	\$ 57,600.00	\$ 2,300.00	\$ 55,200.00	\$ 1,700.00	\$ 40,800.00	\$ 2,000.00	\$ 38,500.00	\$ 3,550.00	\$ 85,200.00
142	137	7058	8-14	CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION	EACH	1	\$1,500.00	\$1,500.00	\$ 1,820.00	\$ 1,820.00	\$ 2,700.00	\$ 2,700.00	\$ 2,625.00	\$ 2,625.00	\$ 1,700.00	\$ 1,700.00	\$ 2,000.00	\$ 2,000.00	\$ 3,550.00	\$ 3,550.00
143	138	7058	8-14	CEMENT CONC. CURB RAMP TYPE COMBINATION	EACH	5	\$1,500.00	\$7,500.00	\$ 1,820.00	\$ 9,100.00	\$ 2,900.00	\$ 14,500.00	\$ 3,075.00	\$ 15,375.00	\$ 1,700.00	\$ 8,500.00	\$ 2,000.00	\$ 10,000.00	\$ 4,250.00	\$ 21,250.00
144	139	1074	8-15	QUARRY SPALLS	CY	20	\$110.00	\$2,200.00	\$ 118.00	\$ 2,360.00	\$ 165.00	\$ 3,300.00	\$ 80.00	\$ 1,600.00	\$ 148.00	\$ 2,960.00	\$ 1,750.00	\$ 35,000.00	\$ 165.00	\$ 3,300.00
145	140	7262	8-18	MAILBOX SUPPORT TYPE 2	EACH	1	\$1,500.00	\$1,500.00	\$ 1,215.00	\$ 1,215.00	\$ 4,000.00	\$ 4,000.00	\$ 1,300.00	\$ 1,300.00	\$ 780.00	\$ 780.00	\$ 700.00	\$ 700.00	\$ 675.00	\$ 675.00
146	141	6912	8-20 SP	TRAFFIC SIGNAL SYSTEM - RRF8	LS	1	\$240,000.00	\$240,000.00	\$ 230,000.00	\$ 230,000.00	\$ 200,000.00	\$ 200,000.00	\$ 225,000.00	\$ 225,000.00	\$ 220,000.00	\$ 220,000.00	\$ 225,000.00	\$ 225,000.00	\$ 210,000.00	\$ 210,000.00
147	142	6904	8-20	ILLUMINATION SYSTEM	LS	1	\$913,000.00	\$913,000.00	\$ 470,000.00	\$ 470,000.00	\$ 550,000.00	\$ 550,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 435,000.00	\$ 435,000.00	\$ 428,000.00	\$ 428,000.00
148	143	N/A	8-20 SP	JOINT UTILITY TRENCH INCL. BACKFILL	LF	3200	\$80.00	\$256,000.00	\$ 36.00	\$ 115,200.00	\$ 86.00	\$ 275,200.00	\$ 75.00	\$ 240,000.00	\$ 70.00	\$ 224,000.00	\$ 65.00	\$ 208,000.00	\$ 60.00	\$ 192,000.00
149	144	N/A	8-20 SP	JOINT UTILITY TRENCH COORDINATION	LS	1	\$15,000.00	\$15,000.00	\$ 2,800.00	\$ 2,800.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
150	145	6890	8-21	PERMANENT SIGNING	LS	1	\$61,000.00	\$61,000.00	\$ 80,000.00	\$ 80,000.00	\$ 60,000.00	\$ 60,000.00	\$ 35,000.00	\$ 35,000.00	\$ 45,000.00	\$ 45,000.00	\$ 75,000.00	\$ 75,000.00	\$ 69,000.00	\$ 69,000.00
151	146	6807	8-22	PLASTIC LINE	LF	13225	\$3.00	\$39,675.00	\$ 1.50	\$ 19,837.50	\$ 5.00	\$ 66,125.00	\$ 1.40	\$ 18,515.00	\$ 1.50	\$ 19,837.50	\$ 1.50	\$ 19,837.50	\$ 1.35	\$ 17,853.75
152	147	6895	8-22	PLASTIC WIDE LINE	LF	2625	\$7.00	\$18,375.00	\$ 2.35	\$ 6,168.75	\$ 14.00	\$ 36,750.00	\$ 2.30	\$ 6,067.50	\$ 2.50	\$ 6,562.50	\$ 2.50	\$ 6,562.50	\$ 2.15	\$ 5,643.75
153	148	6859	8-22	PLASTIC STOP LINE	LF	110	\$20.00	\$2,200.00	\$ 28.50	\$ 3,135.00	\$ 20.00	\$ 2,200.00	\$ 28.00	\$ 3,080.00	\$ 28.00	\$ 3,080.00	\$ 10.00	\$ 1,100.00	\$ 26.00	\$ 2,860.00
154	149	6857	8-22	PLASTIC CROSSWALK LINE	SF	1660	\$20.00	\$33,200.00	\$ 20.00	\$ 33,200.00	\$ 15.00	\$ 24,900.00	\$ 20.00	\$ 33,200.00	\$ 19.00	\$ 31,540.00	\$ 20.00	\$ 33,200.00	\$ 18.00	\$ 29,880.00
155	150	6833	8-22	PLASTIC TRAFFIC ARROW	EACH	20	\$500.00	\$10,000.00	\$ 715.00	\$ 14,300.00	\$ 700.00	\$ 14,000.00	\$ 600.00	\$ 12,000.00	\$ 700.00	\$ 14,000.00	\$ 700.00	\$ 14,000.00	\$ 650.00	\$ 13,000.00
156	151	9238	8-22	PLASTIC YIELD LINE SYMBOL	EACH	45	\$100.00	\$4,500.00	\$ 92.00	\$ 4,140.00	\$ 165.00	\$ 7,425.00	\$ 90.00	\$ 4,050.00	\$ 100.00	\$ 4,500.00	\$ 90.00	\$ 4,050.00	\$ 85.00	\$ 3,825.00
157	152	0204	8-22	REMOVING PLASTIC CROSSWALK LINE	SF	320	\$12.00	\$3,840.00	\$ 13.00	\$ 4,160.00	\$ 5.00	\$ 1,600.00	\$ 14.00	\$ 4,480.00	\$ 13.00	\$ 4,160.00	\$ 13.00	\$ 4,160.00	\$ 12.00	\$ 3,840.00
158	153	0200	8-22	REMOVING PLASTIC TRAFFIC MARKING	EACH	2	\$300.00	\$600.00	\$ 330.00	\$ 660.00	\$ 200.00	\$ 400.00	\$ 340.00	\$ 680.00	\$ 350.00	\$ 700.00	\$ 320.00	\$ 640.00	\$ 300.00	\$ 600.00
159	154	N/A	8-28 SP	FLASH	CY	12	\$350.00	\$4,200.00	\$ 109.00	\$ 1,308.00	\$ 125.00	\$ 1,500.00	\$ 65.00	\$ 780.00	\$ 390.00	\$ 4,680.00	\$ 850.00	\$ 10,200.00	\$ 105.00	\$ 1,260.00
160	155	1093	8-30	STREAMBED SEDIMENT	TON	1340	\$50.00	\$67,000.00	\$ 100.00	\$ 134,000.00	\$ 50.00	\$ 67,000.00	\$ 90.00	\$ 120,600.00	\$ 72.00	\$ 96,480.00	\$ 70.00	\$ 93,800.00	\$ 57.00	\$ 76,380.00

ACTIVE CONSTRUCTION, INC.



City of Ridgefield, WA Invitation to Bid

P21005-3: 50th Avenue Roundabout and Pioneer Street Widening

<u>Invitation to Bid Information:</u> Contact Person: Melissa Irwin Email Address: Melissa.Irwin@ridgefieldwa.us Contact Phone: 360-857-5048 Project Estimate: \$20,383,039 Questions Due: May 20, 2024 at 4 p.m. Bid Due: May 30, 2024 JUNE 4, 2024 at 4 p.m.	<u>Submit Bid to:</u> https://procurement.opengov.com/portal/ridgefieldwa Bidders are required to register for a free account via the City's e-Procurement Portal hosted by OpenGov Procurement.
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Attachments:

City of Ridgefield, WA Public Works Contract – Reference only, not to be submitted with bid
Performance Bond – Reference only, not to be submitted with bid
Payment Bond – Reference only, not to be submitted with bid

Section 3: Bid Forms and Submission

A. Forms Required

The bidder's attention is especially called to the following forms, which must be executed in full as required. This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all bidding requirements remains with the bidder. Items in bold must be submitted with your bid.



Bid Bond including Power of Attorney for Surety's Agent to Execute Bond

The bid bond, or acceptable form is to be executed by the bidder and a surety company licensed to do business in Washington, unless the bid is accompanied by a cashier's check. No such bid bond will be required where a cashier's check is submitted in lieu of a bond. The amount of the bond or cashier's check shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. If a surety company form is submitted, please attach the form to the Bid Documents submitted. The submitted bid bond is subject to forfeiture if the successful bidder fails to enter into the contract.

By signing the signature page of the Bid Form, the Bidders acknowledges and agrees to the terms and conditions of each of the following forms, included in the bid documents.



Certification of Compliance with Wage Payment Statutes

Bidders shall submit a statement verifying that within the three-year period immediately preceding the date of the bid solicitation, they not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48, or 49.52 RCW.



Bid

Bids shall be completed and submitted on the proposal forms provided.



Acknowledgement of Addenda.

The bidder must sign, where indicated on the last page of the bid documents, acknowledgement of any addenda prior to the bid

opening. Failure to comply with this provision will render the bid non-responsive and therefore *void*.



List of Subcontractors

Bidders on a prime contract that are expected to cost \$1,000,000 or more will need to submit their subcontractor list form provided, as defined in RCW 39.30.060.

Bid Bond Form
Complete one of the following:

Cashiers Check

Herewith find deposit in the form of a cashier's check in the amount of \$_____, which amount is not less than five percent (5%) of the total bid.

Signature_____

Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ Active Construction, Inc. _____, as Principal, and _____ Liberty Mutual Insurance Company _____, as Surety, are held and firmly bound unto the City of Ridgefield as Obligee in the penal sum of Five Percent (5%) of Bid Amount dollars for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

P21005-3: 50th Avenue Roundabout and Pioneer Street Widening

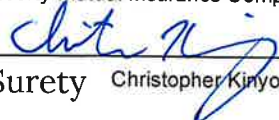
according to the terms of the proposal or bid made by the Principal therefore, and the principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety and Sureties approved by the Obligee, or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 30th day of May, 2024.
Active Construction, Inc.



Principal

Liberty Mutual Insurance Company



Surety Christopher Kinyon, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211385 - 023049**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alicia A. Keltner, Alyssa J. Lopez, Amber Lynn Reese, Amelia G. Burrill, Annelies M. Richie, Brandon K. Bush, Brent E. Heilesen, Carley Espiritu, Christopher Kinyon, Donald Shanklin, Jr., Eric A. Zimmerman, Holli Albers, Jacob T. Haddock, James B. Binder, Jamie L. Marques, Julianne Morris, Julie R. Truitt, Justin Dean Price, Katharine J. Snider, Lindsey Elaine Jorgensen, Lois F. Weathers, Michael Mansfield, Sarah Whitaker, Tamara A. Ringeisen

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of March, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of May, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (5/2/2024), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

ACTIVE CONSTRUCTION INC.

Bidder's Business Name

[Signature]

Signature of Authorized Official*

DAVID CECCANTI

Printed Name

PRESIDENT

Title

6/4/24

Date

TACOMA

City

WA.

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

WA.

If a co-partnership, give firm name under which business is transacted:

* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

LIST OF SUBCONTRACTORS

FAILURE TO SUBMIT THIS FORM WILL RENDER THE BID NON-RESPONSIVE AND, THEREFORE, VOID.

RCW 39.30.060-Public Works Subcontracting:

The City has determined that the requirements of RCW 39.30.060(1) applies to this contract and the City shall require each bidder, regardless of the amount bid, to submit as part of the bid the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, structural steel, and rebar installation or to name itself for the work.

The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. The requirement of this section to name the bidder's proposed heating, ventilation and air conditioning, plumbing, electrical subcontractors, structural steel, and rebar installation applies only to proposed heating, ventilation and air conditioning, plumbing, electrical subcontractors, structural steel, and rebar installation who will contract directly with the general contractor submitting the bid to the public entity.

Failure of the bidder to submit as part of the bid the name(s) of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid non-responsive and, therefore, void.

Will this project involve any of the following? If the answer is "yes" to any of the categories the bidder must specify whether itself or a subcontractor will perform each type of work. If a subcontractor will perform the work, bidders must list the subcontractor's name.

Description of Work	Name of Subcontractor	Self Perform	Work Not In Project
Electrical	NORTHEAST ELECTRIC LLC.	☐	☐
Plumbing	THE BATHROOM LLC	☐	☐
HVAC	HOLMBERG MECHANICAL	☐	☐
Structural Steel	PILE CONTRACTORS INC.	☐	☐
Rebar Installation	HILDEBRAND CONCRETE CONSTRUCTION INC	☐	☐

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

Bid Form

Bidder certifies they have read and thoroughly understand the Plans and Specifications and Contract governing the work included in this project and the method by which payment will be made for said work and hereby propose to undertake and complete the work included in this project in accordance with said Plans, Specifications and Contract and at the following schedule of rates and prices for the following project.

The City of Ridgefield is seeking bids from highly qualified contractors to provide all labor, supplies, equipment and materials for the improvement of Pioneer Street (State Route 501) with a roundabout at 50th Avenue (a new intersection), widening of Pioneer Street between 45th Avenue (Royle Road) and S 56th Place in Ridgefield, Washington, and construction of short, single lane segments of 50th Avenue and Pioneer Canyon Drive to connect to planned and proposed developments. The roundabout will be two lanes to match the new cross section on Pioneer Street. S 50th Avenue will serve future developments south of Pioneer Street, and N 50th Avenue will connect to the Union Ridge Town Center via Pioneer Canyon Drive. All work shall be in accordance with the attached Contract Plans, Contract Provisions and the Standard Specifications.

Work items include roadway/ roundabouts, sidewalks/multi-use trails, street lights, sanitary sewer, water mains, rapid rectangular flashing beacons, joint utility trench and other utility relocation components, and other items that are noted in the plans and specifications.

The Work shall be Physically Complete within 320 Working Days from the Notice to Proceed. The section of N 50th Avenue and Pioneer Canyon Drive from Pioneer Street to the intersection of N 53rd Avenue ("Phase 1") will be required to have a single lane in each direction open to traffic by September 15th. Early completion bonuses may be available for Phase 1 as well as other project elements as noted in the contract documents.

The quantities and items of work represent the City's best approximation of the work required to meet the objectives of the project. The City of Ridgefield reserves the right to reject any or all proposals if found to be higher than the estimated cost, or to contract for only one Schedule of the proposed work, and to waive any formality or technicality in any proposal in the interest of the City. The contractor shall be paid for work performed at the line item unit rates. The City is not responsible for restocking charges or for unused materials because of variations in quantities.

- Show prices in legible figures (not words) written in ink or typed and expressed in U.S. dollars and cents.
- Where conflict occurs unit price shall prevail.
- Unit Prices required for all non-Lump Sum bid items.
- The Total Price for Non-Lump Sum Bid Items should be calculated as follow:
 - Approx. Quantity (as listed for that bid item) x Unit Price = Total Price
- Your bid will be considered irregular and will be rejected if:
 - The unit price is left blank and a price per unit cannot be determined by equally dividing the "Approx. Quantity" into the Total Price and rounding the result to the nearest two decimal places number.

- Your bid is “qualified” in that qualifiers or conditions are added to the bid.

ITEM	STD ITEM	SPEC REF	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
Schedule A							
1	0001	1-09	MOBILIZATION	LS	1	1,930,000.00	1,930,000.00
2	7728	1-04	MINOR CHANGE	EST	1	\$5,000.00	\$5,000.00
3	7037	1-05 SP	STRUCTURE SURVEYING	LS	1	45,000.00	45,000.00
4	7038	1-05 SP	ROADWAY SURVEYING	LS	1	140,000.00	140,000.00
5	7042	1-05 SP	ADA FEATURES SURVEYING	LS	1	11,000.00	11,000.00
6	N/A	1-05 SP	RECORD DRAWINGS (MINIMUM BID \$15,000)	LS	1	15,000.00	15,000.00
7	7736	1-07	SPCC PLAN	LS	1	1500.00	1500.00
8	7004	1-08	TYPE C PROGRESS SCHEDULE	LS	1	8500.00	8500.00
9	6971	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	375,000.00	375,000.00
10	N/A	1-10	DETOUR PLAN	LS	1	11,000.00	11,000.00
11	N/A	1-10	CONSTRUCTION STAGING AND ACCESS PLAN	LS	1	250,000.00	250,000.00
12	N/A	1-10	WORK ZONE SAFETY CONTINGENCY	FA	1	\$50,000.00	\$50,000.00
13	6993	1-10	PORTABLE CHANGEABLE MESSAGE SIGN	HR	26,280	3.00	78,840.00
14	0025	2-01	CLEARING AND GRUBBING	ACRE	11	20,000.00	220,000.00
15	0050	2-02 SP	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	172,413.24	172,413.24
16	0250	2-02 SP	REMOVAL OF ASBESTOS MATERIAL	FA	1	\$25,000.00	\$25,000.00
17	0262	2-02 SP	DECOMMISSIONING WELLS	LS	1	14,000.00	14,000.00
18	0310	2-03	ROADWAY EXCAVATION INCL. HAUL	CY	20,150	36.50	735,475.00
19	0405	2-03	COMMON BORROW INCL. HAUL	CY	27,200	8.50	231,200.00
20	N/A	2-03	STORMWATER FACILITY EXCAVATION INCL. HAUL	CY	10,100	4.25	42,925.00
21	4005	2-09	STRUCTURE EXCAVATION CLASS A INCL. HAUL	CY	6,800	34.00	231,200.00
22	7005	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	CY	3,940	32.00	126,080.00
23	4013	2-09	SHORING OR EXTRA EXCAVATION CLASS A	LS	1	225,000.00	225,000.00
24	7008	2-09	SHORING OR EXTRA EXCAVATION CLASS B	SF	26,500	1.25	33,125.00
25	7011	2-09	GRAVEL BACKFILL FOR FOUNDATIONS CLASS A	CY	400	70.00	28,000.00
26	7015	2-09	CONTROLLED DENSITY FILL	CY	30	400.00	12,000.00
27	5095	4-04	CRUSHED SURFACING BASE COURSE	TON	26,000	30.00	780,000.00
28	5875	5-04 SP	COMMERCIAL HMA	TON	2,800	135.00	378,000.00
29	5766	5-04 SP	HMA CL. 3/8 IN. PG. 58V-22	TON	11,200	137.00	1,534,400.00
30	5711	5-04 SP	PLANING BITUMINOUS PAVEMENT	SY	900	15.50	13,950.00
31	N/A	5-05 SP	PIGMENTED CEMENT CONCRETE PAVEMENT	SY	694	275.00	190,850.00
32	5685	5-05	CORROSION RESISTANT DOWEL BAR	EACH	252	32.00	8064.00
33	4147	6-02	EPOXY-COATED ST. REINF. BAR	LB	325	28.00	9100.00

34	7169	6-13	STRUCTURAL EARTH WALL	SF	20,225	95.00	1,921,375.00
35	7567	6-13	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL	CY	8,400	43.00	361,200.00
36	4049	6-16	SHAFT - 36 IN. DIAMETER	LF	1,300	225.00	292,500.00
37	4053	6-16	FURNISHING SOLDIER PILE W14x58	LF	1,200	38.00	45,600.00
38	4053	6-16	FURNISHING SOLDIER PILE W18x65	LF	250	50.00	12,500.00
39	4053	6-16	FURNISHING SOLDIER PILE W14x43	LF	210	32.00	6,720.00
40	4299	6-16	LAGGING	SF	3,000	30.00	90,000.00
41	4482	6-16	PREFABRICATED DRAINAGE MAT	SY	333	16.00	5,328.00
42	4474	6-16	CONCRETE FASCIA PANEL	SF	3,000	110.00	330,000.00
43	4335	6-20	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 1	LS	1	300,000.00	300,000.00
44	4335	6-20	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 2	LS	1	265,000.00	265,000.00
45	4335	6-20	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 3	LS	1	775,000.00	775,000.00
46	4335	6-20	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 4	LS	1	145,000.00	145,000.00
47	4335	6-20	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 5	LS	1	200,000.00	200,000.00
48	1160	7-01	UNDERDRAIN PIPE 6 IN. DIAM.	LF	2,370	4.50	10,665.00
49	7014	7-01	GRAVEL BACKFILL FOR DRAIN	CY	525	45.00	23,625.00
50	N/A	7-04	CORRUGATED POLYETHYLENE STORM SEWER PIPE 8 IN. DIAM.	LF	795	32.00	25,440.00
51	3602	7-04	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	LF	2,430	40.00	97,200.00
52	3603	7-04	CORRUGATED POLYETHYLENE STORM SEWER PIPE 15 IN. DIAM.	LF	760	55.00	41,800.00
53	3560	7-04	POLYPROPYLENE STORM SEWER PIPE 8 IN. DIAM.	LF	51	40.00	2,040.00
54	3560	7-04	POLYPROPYLENE STORM SEWER PIPE 12 IN. DIAM.	LF	486	60.00	29,160.00
55	3151	7-04	TESTING STORM SEWER PIPE	LF	4,430	6.50	28,795.00
56	3080	7-05	ADJUST MANHOLE	EACH	4	1300.00	5,200.00
57	7360	7-05	MANHOLE 48 IN. DIAM. TYPE 1	EACH	16	5000.00	80,000.00
58	7360	7-05	MANHOLE 48 IN. DIAM. TYPE 3	EACH	5	5500.00	27,500.00
59	7364	7-05	MANHOLE 60 IN. DIAM. TYPE FLOW CONTROL	EACH	1	12,500.00	12,500.00
60	3090	7-05	CATCH BASIN TYPE COMBINATION INLET	EACH	33	3000.00	99,000.00
61	3090	7-05	CATCH BASIN TYPE ROLLED CURB DRAIN	EACH	7	3100.00	21,700.00
62	3090	7-05	CATCH BASIN TYPE DITCH	EACH	1	3600.00	3,600.00
63	3090	7-05	CATCH BASIN TYPE OVERFLOW RISER	EACH	2	4900.00	9,800.00
64	9605	7-05	CONNECTION TO DRAINAGE STRUCTURE	EACH	2	1500.00	3,000.00
65	N/A	7-09	TEMPORARY WATER MAIN	FA	1	\$25,000	\$25,000
66	3640	7-19	SEWER CLEANOUT	EACH	4	760.00	3,040.00
67	6488	8-01	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1	117,000.00	117,000.00
68	6455	8-01	EROSION CONTROL BLANKET	SY	1,238	8.80	10,894.00
69	6630	8-01	HIGH VISIBILITY FENCE	LF	1,285	3.45	4,433.25

Addendum #5

6-3-2024

70	N/A	8-02 SP	ROOT BARRIER	LF	4,640	13.25	61,480.00
71	6546	8-02	PROJECT AREA WEED AND PEST CONTROL	FA	1	\$10,000.00	\$10,000.00
72	6417	8-02	SEEDING, FERTILIZING, AND MULCHING - SITE ROADSIDE	ACRE	2	5500.00	11,000.00
73	6417	8-02	SEEDING, FERTILIZING, AND MULCHING - SITE RESTORATION	ACRE	1.78	6200.00	11,036.00
74	6417	8-02	SEEDING, FERTILIZING, AND MULCHING - SITE WETLAND	ACRE	0.10	10,000.00	1000.00
75	6391	8-02	TOPSOIL TYPE A - 3" SETTLED DEPTH	SY	9,200	4.60	42,320.00
76	6391	8-02	TOPSOIL TYPE A - 12" SETTLED DEPTH	SY	7,928	16.50	130,812.00
77	6392	8-02	TOPSOIL TYPE B - 6" SETTLED DEPTH	SY	13,756	8.80	121,052.80
78	6392	8-02	TOPSOIL TYPE B - 12" SETTLED DEPTH	SY	8,894	18.00	160,092.00
79	N/A	8-02	TOPSOIL TYPE BSM	CY	275	60.50	16,637.50
80	6453	8-02	COMPOST BLANKET	SY	15,195	5.00	75,975.00
81	6580	8-02	BARK OR WOOD CHIP MULCH - 3" SETTLED DEPTH	SY	13,257	6.85	90,810.45
82	6578	8-02	BARK OR WOOD CHIP MULCH RINGS	EACH	2,802	6.50	18,213.00
83	6552	8-02	PSIPE PLANT MIX B	ACRE	1.27	21,000.00	26,670.00
84	6552	8-02	PSIPE PLANT MIX C	ACRE	0.06	24,000.00	1440.00
85	6552	8-02	PSIPE PLANT MIX D	ACRE	0.17	19,000.00	3230.00
86	6552	8-02	PSIPE Zelkova serrata 'Green Vase'	EACH	49	495.00	24,255.00
87	6552	8-02	PSIPE Malus 'Purple Prince'	EACH	50	495.00	24,750.00
88	6552	8-02	PSIPE Nyssa sylvatica	EACH	37	495.00	18,315.00
89	6552	8-02	PSIPE Carpinus carolinana	EACH	69	495.00	34,155.00
90	6552	8-02	PSIPE Magnolia grandiflora 'Edith Bogue'	EACH	49	495.00	24,255.00
91	6552	8-02	PSIPE Picea orientalis 'Aureospicata'	EACH	4	550.00	2200.00
92	6552	8-02	PSIPE Berberis thunbergii 'Atropurpurea Nana'	EACH	1,466	35.00	51,310.00
93	6552	8-02	PSIPE Pennisetum alopecuroides	EACH	774	28.00	21,672.00
94	6552	8-02	PSIPE Juniperus squamata 'Blue Star'	EACH	532	41.00	21,812.00
95	6552	8-02	PSIPE Ceanothus thrysiflorus var. 'Louis Edmonds'	EACH	354	44.00	15,576.00
96	6552	8-02	PSIPE Cornus serica 'Kelsey'	EACH	1,157	32.00	37,024.00
97	6552	8-02	PSIPE Mahonia aquifolium 'Compacta'	EACH	253	43.00	10,879.00
98	6552	8-02	PSIPE Spiraea japonica 'Goldmound'	EACH	386	32.00	12,352.00
99	6552	8-02	PSIPE Festuca glauca 'Elijah Blue'	EACH	11,489	5.50	63,189.50
100	6552	8-02	PSIPE Juniperus conferta 'Golden Pacific'	EACH	1,365	13.25	18,086.25
101	6552	8-02	PSIPE Sedum spectabile 'Black Beauty'	EACH	4,991	13.25	66,130.75
102	6552	8-02	PSIPE Helictotrichon sempervirens	EACH	536	13.25	7102.00
103	6552	8-02	PSIPE Arctostaphylos uva-ursi	EACH	2,229	5.50	12,259.50
104	6552	8-02	PSIPE Crataegus douglasii	EACH	15	25.35	380.25
105	6552	8-02	PSIPE Rhamnus purshiana	EACH	15	25.35	380.25
106	6552	8-02	PSIPE Acer circinatum	EACH	21	26.00	546.00

107	6552	8-02	PSIPE Physocarpus capitatus	EACH	101	13.25	1338.25
108	6552	8-02	PSIPE Cornus serica	EACH	92	13.25	1219.00
109	6552	8-02	PSIPE Spiraea douglasii	EACH	130	13.25	1722.50
110	6552	8-02	PSIPE Rosa nutkana	EACH	134	13.25	1775.50
111	6552	8-02	PSIPE Mahonia aquifolium	EACH	139	13.25	1841.75
112	6552	8-02	PSIPE Symphoricarpos albus	EACH	104	13.25	1378.00
113	6552	8-02	PSIPE Herbaceous Mix A	EACH	4,457	5.50	24,513.50
114	6606	8-02	PLANT ESTABLISHMENT - SECOND YEAR	FA	1	\$56,000.00	\$56,000.00
115	N/A	8-03	IRRIGATION SYSTEM	LS	1	246,000.00	246,000.00
116	6699	8-04	ROUNABOUT CEMENT CONCRETE CURB AND GUTTER	LF	2470	32.40	80,028.00
117	6700	8-04	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	6,200	23.00	142,600.00
118	6701	8-04	CEMENT CONC. TRAFFIC CURB	LF	4,350	23.00	100,050.00
119	6708	8-04	ROUNABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	LF	314	71.00	22,294.00
120	6709	8-04	ROUNABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	LF	372	36.00	13,392.00
121	6706	8-04	DUAL FACED CEMENT CONC. TRAFFIC CURB	LF	200	60.00	12,000.00
122	6707	8-04	CEMENT CONC. PEDESTRIAN CURB	LF	620	26.50	16,430.00
123	6727	8-04	EXTRUDED CURB	LF	70	44.00	3080.00
124	7059	8-06	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 3	SY	65	181.00	11,765.00
125	7059	8-06	CEMENT CONC. DRIVEWAY ENTRANCE TYPE COMMERCIAL	SY	210	175.00	36,750.00
126	N/A	8-06 SP	CEMENT CONC. APPROACH	SY	250	143.00	35,750.00
127	6889	8-09	RECESSED PAVEMENT MARKER	HUND	2	2425.00	4850.00
128	6832	8-10	FLEXIBLE GUIDE POST	EACH	9	220.00	1980.00
129	7088	8-12 SP	COATED CHAIN LINK FENCE TYPE 4	LF	2,275	21.00	47,775.00
130	7085	8-12 SP	COATED CHAIN LINK FENCE TYPE 3	LF	842	27.50	23,155.00
131	7098	8-12 SP	COATED END, GATE, CORNER, AND PULL POST FOR CHAIN LINK FENCE	EACH	50	300.00	15,000.00
132	7103	8-12 SP	DOUBLE 14 FT. COATED CHAIN LINK GATE	EACH	1	1900.00	1900.00
133	7045	8-13	MONUMENT CASE AND COVER	EACH	12	3855.00	46,260.00
134	7055	8-14	CEMENT CONC. SIDEWALK	SY	7,744	76.00	588,544.00
135	7058	8-14	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	EACH	6	1820.00	10,920.00
136	7058	8-14	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR B	EACH	24	1820.00	43,680.00
137	7058	8-14	CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION	EACH	1	1820.00	1820.00
138	7058	8-14	CEMENT CONC. CURB RAMP TYPE COMBINATION	EACH	5	1820.00	9100.00
139	1074	8-15	QUARRY SPALLS	CY	20	118.00	2360.00
140	7562	8-18	MAILBOX SUPPORT TYPE 2	EACH	1	1215.00	1215.00
141	6912	8-20 SP	TRAFFIC SIGNAL SYSTEM - RRFB	LS	1	230,000.00	230,000.00
142	6904	8-20	ILLUMINATION SYSTEM	LS	1	470,000.00	470,000.00

Addendum #5

6-3-2024

143	N/A	8-20 SP	JOINT UTILITY TRENCH INCL. BACKFILL	LF	3,200	36.00	115,200.00
144	N/A	8-20 SP	JOINT UTILITY TRENCH COORDINATION	LS	1	2800.00	2800.00
145	6890	8-21	PERMANENT SIGNING	LS	1	80,000.00	80,000.00
146	6807	8-22	PLASTIC LINE	LF	13,225	1.50	19,837.50
147	6895	8-22	PLASTIC WIDE LINE	LF	2,625	2.35	6168.75
148	6859	8-22	PLASTIC STOP LINE	LF	110	28.50	3135.00
149	6857	8-22	PLASTIC CROSSWALK LINE	SF	1,660	20.00	33,200.00
150	6833	8-22	PLASTIC TRAFFIC ARROW	EACH	20	715.00	14,300.00
151	9238	8-22	PLASTIC YIELD LINE SYMBOL	EACH	45	92.00	4140.00
152	0204	8-22	REMOVING PLASTIC CROSSWALK LINE	SF	320	13.00	4160.00
153	0200	8-22	REMOVING PLASTIC TRAFFIC MARKING	EACH	2	330.00	660.00
154	N/A	8-28 SP	SLASH	CY	12	109.00	1308.00
155	1093	8-30	STREAMBED SEDIMENT	TON	1,340	100.00	134,000.00
156	1093	8-30	STREAMBED SAND	TON	670	125.00	83,750.00
157	0886	8-30	STREAMBED COBBLES 6 IN.	TON	40	115.00	4600.00
158	0904	8-30	STREAMBED COBBLES 12 IN.	TON	224	115.00	25,760.00
159	0905	8-30	STREAMBED BOULDERS TYPE 1	EACH	100	215.00	21,500.00
160	0907	8-30	STREAMBED BOULDERS TYPE 2	EACH	1	270.00	270.00
161	0908	8-30	STREAMBED BOULDERS TYPE 3	EACH	2	300.00	600.00
162	0909	8-30	STREAMBED BOULDERS TYPE 4	EACH	3	480.00	1440.00
163	0910	8-30	STREAMBED BOULDERS TYPE 5	EACH	1	685.00	685.00
164	3075	8-31	TEMPORARY STREAM DIVERSION	LS	1	365,000.00	365,000.00
165	N/A	8-32 SP	FIELD OFFICE BUILDING	LS	1	52,000.00	52,000.00
166	N/A	8-33 SP	ENVIRONMENTAL COMPLIANCE LEAD	LS	1	5000.00	5000.00
Washington State and local sales tax (8.7%) shall be included in the unit bid prices for Schedule A						SCHEDULE A TOTAL	17,899,636.89
Schedule B - Sanitary Sewer							
167	7728	1-04	MINOR CHANGE	EST	1	\$35,000	\$35,000
168	N/A	1-05 APP-E	RECORD DRAWINGS (MINIMUM BID \$1,000)	LS	1	1000.00	1000.00
169	N/A	1-05 APP-E	SEWER SURVEY	LS	1	4600.00	4600.00
170	N/A	1-05 APP-E	PIPE INSTALLATION QUALITY ASSURANCE PLAN	LS	1	5000.00	5000.00
171	N/A	7-05 APP-E	MANHOLE 48 IN. DIAM. TYPE 1	EACH	12	6500.00	78,000.00
172	3063	7-05	DROP MANHOLE CONNECTION	EACH	1	3000.00	3000.00
173	3080	7-05	ADJUST MANHOLE	EACH	1	1975.00	1975.00
174	N/A	7-05 APP-E	CONNECTION TO DRAINAGE STRUCTURE	EACH	2	1500.00	3000.00
175	N/A	7-05 APP-E	ADJUST MANHOLE, GREATER THAN 2 FT	EACH	3	3025.00	9075.00
176	N/A	7-08 APP-E	CLAY DAMS	EACH	3	1650.00	4950.00
177	N/A	7-08 APP-E	TRENCH SAFETY SYSTEM	LF	2,185	1.25	2731.25

178	N/A	7-08 APP-E	TEMPORARY DEWATERING SYSTEM	LS	1	71,000.00	71,000.00
179	N/A	7-08 APP-E	WELLPOINT TEMPORARY DEWATERING SYSTEM	LF	760	280.00	212,800.00
180	3810	7-09	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	CY	60	135.00	8100.00
181	N/A	7-17 APP-E	PVC SANITARY SEWER PIPE 6 IN. DIAM.	LF	304	55.00	16,720.00
182	N/A	7-17 APP-E	PVC SANITARY SEWER PIPE 8 IN. DIAM.	LF	1,376	60.00	82,560.00
183	N/A	7-17 APP-E	PVC SANITARY SEWER PIPE 12 IN. DIAM.	LF	22	130.00	2860.00
184	N/A	7-17 APP-E	DUCTILE IRON SEWER PIPE 8 IN. DIAM.	LF	391	90.00	35,190.00
185	N/A	7-17 APP-E	DUCTILE IRON SEWER PIPE 12 IN. DIAM.	LF	135	120.00	16,200.00
186	N/A	7-17 APP-E	TEMPORARY BYPASS PUMPING SYSTEM	LS	1	45,000.00	45,000.00
187	N/A	7-19 APP-E	SANITARY STUB MARKER 8 IN. DIAM.	EACH	3	825.00	2475.00
188	N/A	7-19 APP-E	SANITARY STUB MARKER 6 IN. DIAM.	EACH	5	525.00	2625.00
						SUBTOTAL	643,861.25
Washington State and local sales tax (8.7%) shall be applied to the subtotal for Schedule B						TAX	56,015.93
						SCHEDULE B TOTAL	699,877.18
Schedule C - Water Mains							
189	3866	7-09	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	LF	275	98.00	26,950.00
190	3867	7-09	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	LF	1,670	110.00	183,700.00
191	3869	7-09	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	LF	1,740	150.00	261,000.00
192	3838	7-09	BLOWOFF ASSEMBLY	EACH	3	2100.00	6300.00
193	6155	7-12	GATE VALVE 6 IN.	EACH	1	2100.00	2100.00
194	6160	7-12	GATE VALVE 8 IN.	EACH	6	2750.00	16,500.00
195	3820	7-12	BUTTERFLY VALVE 12 IN. DIAM.	EACH	10	3450.00	34,500.00
196	3846	7-14	HYDRANT ASSEMBLY	EACH	7	8900.00	62,300.00
197	3850	7-14	MOVING EXISTING HYDRANTS	EACH	2	4100.00	8200.00
198	3858	7-15	SERVICE CONNECTION 1 IN. DIAM.	EACH	1	3000.00	3000.00
199	3861	7-15	SERVICE CONNECTION 2 IN. DIAM.	EACH	3	5030.00	15,090.00
200	N/A	7-15	SERVICE CONNECTION 3 IN. DIAM.	EACH	1	5400.00	5400.00
						SUBTOTAL	625,040.00
Washington State and local sales tax (8.7%) shall be applied to the subtotal for Schedule C						TAX	54,378.48
						SCHEDULE C TOTAL	679,418.48
Schedule D - West Pioneer Canyon Drive to STA 13+76.52							
201	5095	4-04	CRUSHED SURFACING BASE COURSE	TON	1,230	40.00	49,200.00
202	5766	5-04	HMA CL. 3/8 IN. PG. 58V-22	TON	440	150.00	66,000.00
203	6700	8-04	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	460	32.00	14,720.00

204	6707	8-04	CEMENT CONC. PEDESTRIAN CURB	LF	60	26.50	1590.00
205	7059	8-06	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 3	SY	20	97.00	1940.00
206	7059	8-06	CEMENT CONC. DRIVEWAY ENTRANCE TYPE COMMERCIAL	SY	75	116.50	8737.50
207	7058	8-14	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR B	EACH	2	1820.00	3640.00
208	6807	8-22	PLASTIC LINE	LF	1,000	1.50	1500.00
209	6833	8-22	PLASTIC TRAFFIC ARROW	EACH	4	715.00	2860.00
210	6867	8-22	PLASTIC BICYCLE LANE SYMBOL	EACH	1	330.00	330.00
211	6417	8-02	SEEDING, FERTILIZING, AND MULCHING - SITE ROADSIDE	ACRE	0.24	7600.00	1824.00
212	6391	8-02	TOPSOIL TYPE A - 12" SETTLED DEPTH	SY	77	16.50	1270.50
213	6391	8-02	TOPSOIL TYPE A - 3" SETTLED DEPTH	SY	1,162	4.50	5229.00
214	6453	8-02	COMPOST BLANKET	SY	77	5.00	385.00
215	6580	8-02	BARK OR WOOD CHIP MULCH	SY	77	9.35	719.95
216	6552	8-02	PSIPE, Magnolia grandiflora 'Edith Bogue'	EACH	5	13.25	66.25
217	6552	8-02	PSIPE, Arctostaphylos uva-ursi	EACH	31	13.25	410.75
218	6552	8-02	PSIPE, Pennisetum alopecuroides	EACH	25	13.25	331.25
219	6552	8-02	PSIPE, Juniperus squamata 'Blue Star'	EACH	25	13.25	331.25
220	6552	8-02	PSIPE, Ceanothus thrysiflorus var. 'Louis Edmonds'	EACH	15	13.25	198.75
221	6552	8-02	PSIPE, Juniperus conferta 'Golden Pacific'	EACH	17	13.25	225.25
222	6606	8-02	PLANT ESTABLISHMENT - SECOND YEAR	FA	1	\$2,000.00	\$2,000.00
Washington State and local sales tax (8.7%) shall be included in the unit bid prices for Schedule D						SCHEDULE D TOTAL	163,509.45

TOTAL BID
SCH A-D =
\$19,442,442.00

Bid Signature Page

The bidder is hereby advised that by signature of this bid the bidder is deemed to have acknowledged all requirements and signed all certificates contained herein. **Bids submitted without a signature below will be rejected.**

The bidder shall insert the number and date of each Addendum received; leave blank if none received. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Bid.

No. 1 Date: 5/10 No. 2 Date: 5/17 No. 3 Date: 5/23
No. 4 Date: 5/24 #5 - 6/3

The bidder, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. By signing this page of the bid, the Bidders acknowledges and agrees to the terms and conditions of each of the forms (the bid bond form must be signed separately), included in the bid documents.

 Authorized Official (Signature)	<u>6/4/24</u> Date
<u>DAVID CECCANTI</u> Print Name of Authorized Official	<u>PRESIDENT</u> Title of Authorized Official
<u>ACTIVE CONSTRUCTION INC.</u> Company Name	<u>253.248.1091</u> Telephone Number
<u>5110 RIVER RDE.</u> Address	<u>TACOMA, WA. 98443</u> City, State, Zip
<u>davidc@activeconstruction.com</u> Email Address	

State Contractor's License Number, Expiration Date: AC-TI-VCI-164-JL 11/7/25

Federal Employee I.D. #: 91-0839781

Washington Unified Business Identifier (UBI#): C273-001-533

Employment Security Reference Number: 321915-00-0



THE CITY OF RIDGEFIELD

230 Pioneer Street | P.O. Box 608 | Ridgefield, WA 98642

June 7, 2024

Attn: Bidders

Re: **NOTICE OF INTENT TO AWARD**

CITY OF RIDGEFIELD PROJECT P21005-3: 50th Avenue Roundabout and Pioneer Street Widening

To Whom It May Concern,

NOTICE IS HEREBY GIVEN that, after a careful analysis of the bids, the responsive and responsible bidder criteria, and the supplemental bidder criteria information, the City of Ridgefield intends to award the construction contract for Project P21005-3: 50th Avenue Roundabout and Pioneer Street Widening to:

Active Construction, Inc., Tacoma, WA.

Bid opening occurred on June 4, 2024, with bids received from:

- Active Construction, Inc. (ACI) for \$19,442,442
- Nutter Corporation for \$19,744,192.20
- Tapani, Inc for \$20,698,696.02
- Kerr Contractors Oregon, LLC for \$20,990,384.61
- Rotschy, Inc. for \$21,144,702.88
- Goodfellow Brothers for \$23,607,028.79

The City requested responses to the Supplemental Bidder Responsibility Criteria from the apparent lowest, second and third lowest bidders, all of which were timely submitted.

This determination resulted in the Active Construction, Inc. (ACI) bid to be the lowest responsive and responsible bidder. All required attachments and submittals were timely submitted as required in the Invitation to Bid and state statute. A review of their response to the Supplemental Bidder Responsibility Criteria determined it was acceptable by the City.

Therefore, after careful and deliberate review of the bids, the City is issuing this Notice of Intent to Award the City of Ridgefield Project P21005-3: 50th Avenue Roundabout and Pioneer Street Widening to Active Construction, Inc., Tacoma, WA. Chuck Green, Public Works Director, will be presenting this notice of intent at the next regular meeting of the Ridgefield City Council at 6:30 P.M., Pacific Daylight Time on Thursday, June 13, 2024, requesting action to award the contract.

Parties who consider themselves as potentially aggrieved may submit a timely protest of this determination and Notice of Intent by 1:30 P.M., Pacific Daylight Time on Tuesday, June 11, 2024, to the City's Procurement Coordinator Melissa Irwin.



THE CITY OF RIDGEFIELD

230 Pioneer Street | P.O. Box 608 | Ridgefield, WA 98642

Sincerely,

Melissa Irwin Digitally signed by Melissa Irwin
Date: 2024.06.07 13:35:08
-07'00'

Melissa Irwin
Procurement Coordinator

CC:

All bidders

Steve Stuart, City Manager

Chuck Green, PE, Public Works Director

Kirk Johnson, Finance Director

Melissa Irwin, Procurement Coordinator

Grant Williams, Capital Project Manager

Harper Houf Peterson Righellis, Inc. (HHPR) (Engineer of Record): Bruce Haunreiter, P.E.

Conсор North America, Inc. (Construction Management PM): Mark Warren, Principal Construction PM

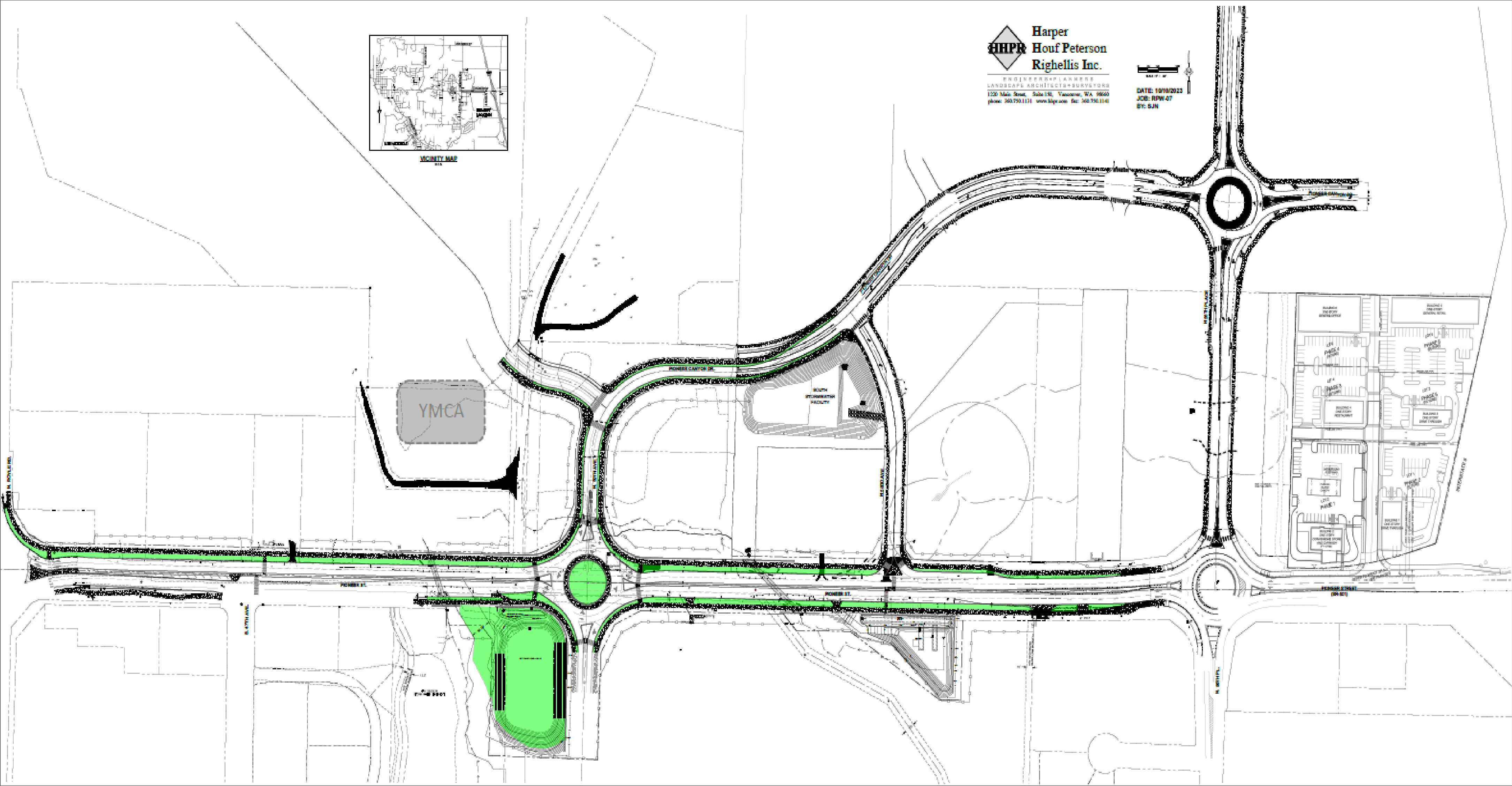
Pioneer Widening and 50th Avenue Roundabout Improvements Construction Contract Award

P21005-3



Ridgefield City Council | June 13, 2024

Project Construction Map



Coordinated Construction Plans



Project Phasing Plan



- 1 Phase 1:** Construction of N 50th Place and Pioneer Canyon Drive
End of August 2024
- 2 Phase 2:** N 53rd Place and Pioneer Street Intersection
End of October 2024
- 3 Phase 3:** Pioneer Widening, 53rd to 56th Place
End of 2024
- 4 Phase 4:** Pioneer Widening, Royle to 53rd Place
Early Spring 2025
- 5 Phase 5:** Pioneer Canyon Drive, west leg
Summer 2025



Project Components



Applying Lessons Learned from Past Projects

- Maintainability and Constructability Review
- Third-party review of design plans
 - Utilities and potential conflicts
 - Move excavated material to Community Center/YMCA site (saving both projects money)
 - Soil analysis – reduced size of storm ponds, eliminated need for east pond
 - Bid items – current pricing
- Phasing Plan
 - Coordinated lane closures/detours with other projects (Royle Road, two locations)
 - Phase 1 timed to open before Costco
 - Culvert work coordinated with Costco, URTC, Mountainview Dental, IQ Credit Union
- Supplemental Bidder Responsibility Criteria
- Prepare for Construction Launch
 - Staging area on City property (future community center/YMCA site)
 - Public Works preparing staging area for move-in
 - City/contractor pre-construction to include partnering session, communications and notification planning



Bid Results

Responsive Bids received from six bidders (plus one no-bid)

- Active Construction, Inc (Tacoma, WA)
- Kerr Construction
- Tapani, Inc.
- Nutter Underground
- Goodfellow Brothers
- Rotschy, Inc.

Supplemental Bidder Criteria Reponses

- Sought from three lowest bidders
- Two business day turnaround
- Projects must meet supplemental criteria requirements
- Consor (CM) conducted reference checks
- Active Construction's references are positive

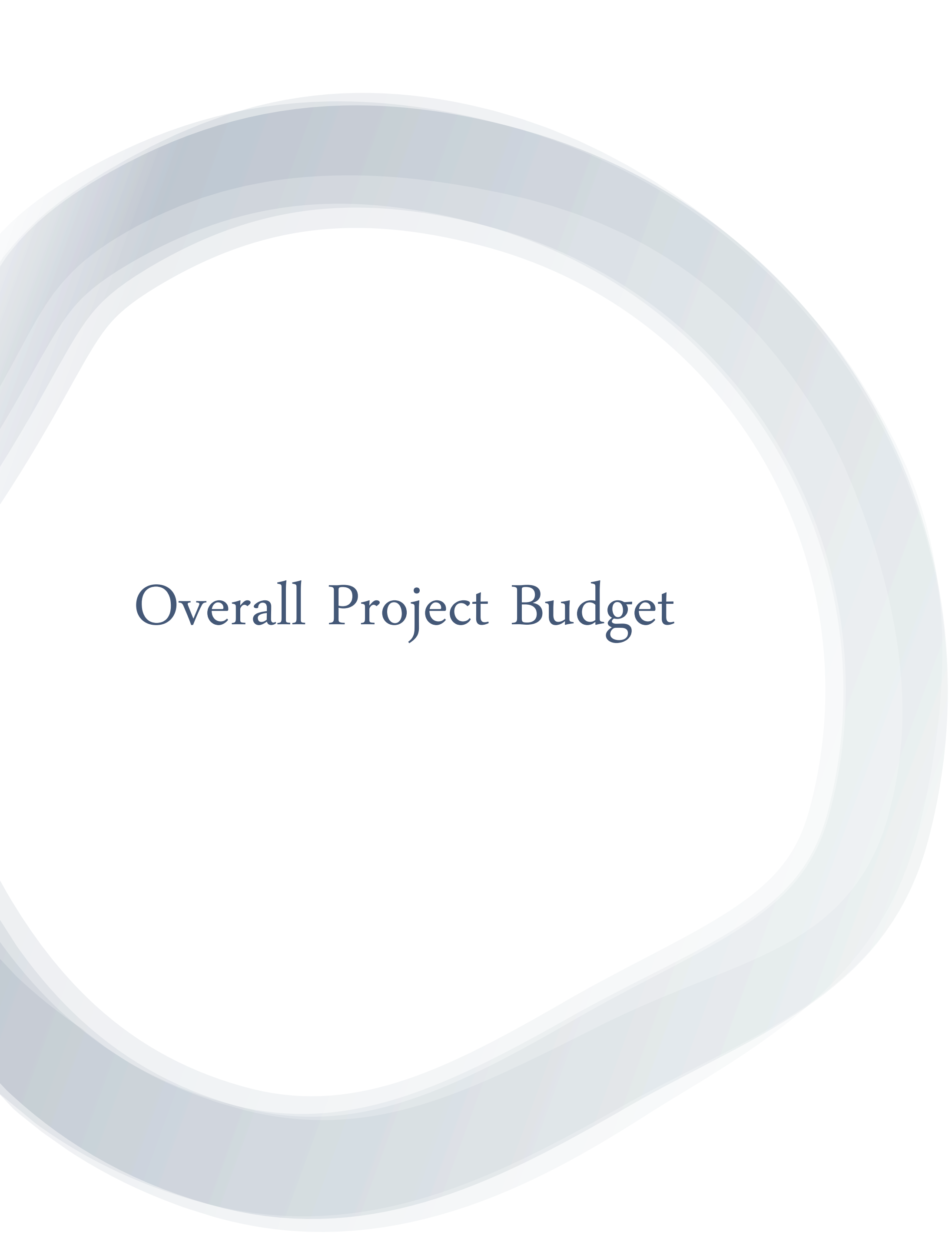
Notice of Intent to Award sent to Active Construction

Supplemental Bidder Responsibility Criteria

Required to be submitted by apparent low bidders after bid opening and within two (2) business days, with reference information.

- **Contractor must be qualified to successfully perform similarly sized and scoped projects, which shall be demonstrated by having the following:**
 - At least one project of at least \$15 million within the last 5 years (or >75% complete if still ongoing), at least two at least \$15 million in last ten years
 - Joint utility trench or similar, combined relocation which involved coordination with at least four(4) utilities
 - Multiple, simultaneous phases.
- **Contractor must be able to demonstrate cost and schedule control in their projects submitted for Criterion 1:**
 - Projects were completed on time and within the Owner's budget
 - Change orders (if applicable) represent no more than 10% of the original contract cost, or within 10% over the number of workdays of the original project schedule
 - Extenuating circumstances can be considered.
- **Contractor shall not have had any public works contract terminated for cause or terminated for default by a government agency during the last five (5) years prior to bid submittal**
 - No termination for cause, and no liquidated damages paid.
 - Extenuating circumstances can be considered.





Overall Project Budget

The overall project budget is \$28.7 million with all components

- Design, ROW and Permits: \$5,500,000.
- Construction Management: \$1,800,000
- Construction: \$21,442,442
 - \$18,063,146 for transportation (financed by the LTGO Bond)
 - \$ 1,379,295 for sewer and water (dedicated funding sources)
 - \$ 2,000,000 for early completion incentives and contingencies.

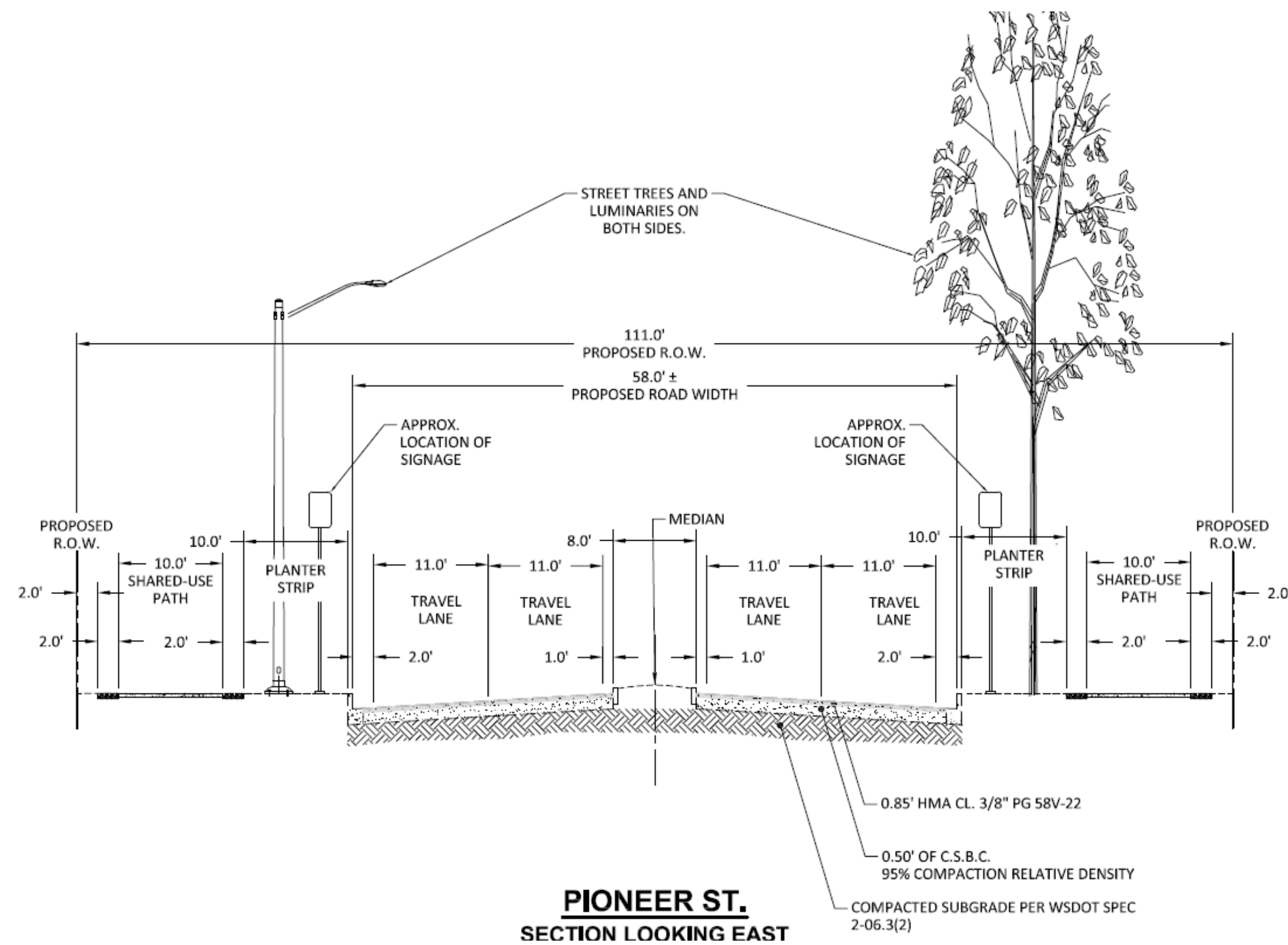
Requested Action

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

“I move to award the construction contract for the Pioneer Widening and 50th Avenue Roundabout project to Active Construction, Tacoma, Washington, in the amount of \$19,442,442, with an additional \$2 million for early completion incentives and contingencies.”



Keep in Touch



Chuck Green, Public Works Director

Direct: (360) 857-5022



Chuck Green: chuck.green@ridgefieldwa.us



487 S. 56th Place | PO Box 608
Ridgefield, WA 98642



www.ridgefieldwa.us



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 2024

AGENDA ITEM NAME: Motion - Approval of Slurry Seal Contract with Blackline, Inc. Using Cooperative Purchasing Agreement with City of Vancouver

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:

Voter-Approved Transportation Benefit District Sales Tax
2024 Capital Budget - Pavement Management Program

SUMMARY/BACKGROUND:

Pavement preservation encompasses multiple pavement treatments that extend the life of our streets approximately by 50%. The sales tax approved in 2021 is expected to provide approximately \$600,000 to the City annually for the purpose of pavement preservation and maintenance. Since the City has several streets in need of repair, the annual budget has been divided between pavement preservation, such as this project, and asphalt repair and replacement projects.

This year the budget will be used to complete a slurry seal project to preserve neighborhood streets in the Bella Noche, Canterbury Trails, Discovery Ridge, Green Gables, Laurel Heights, Pioneer Canyon and Taverner Ridge neighborhoods. The remaining funding will be used for asphalt repair projects at the intersections of S 6th Way/S Timm Road, S 11th Way/S Timm Road, S 65th Ave/S 5th Street and S 42nd Place/S 38th Way.

To provide cost savings, the City of Ridgefield is utilizing the Cooperative Purchasing language in the City of Vancouver's contract with Blackline Inc. This is a three-year contract (2024-2027) between City of Vancouver and Blackline Inc. that the City of Ridgefield intends to use in the future as well.

The 2024 Slurry Seal project will address the pavement preservation required to insure our neighborhood street will achieve their full life cycle. Roadway surface treatments, like the 2024 Slurry Seal project, are the most cost-effective way to provide residents with sustainable roads in our neighborhoods. Because the contract amount for this work exceeds \$100,000, under the City's procurement financial policy, City Council action is needed for this item.

BUDGET/FINANCIAL IMPACTS:

The contract amount to complete the work is \$231,639.55, which is within the 2024 Capital Budget for the Pavement Management Program funded by the Transportation Benefit District.

RECOMMENDED ACTION OR MOTION:

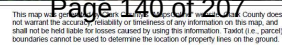
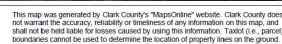
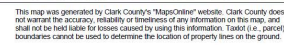
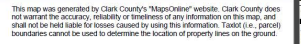
Council action is requested on this item. A suggested motion is: **"I move to approve the slurry seal contract with Blackline, Inc. through the Cooperative Purchasing Agreement with the City of Vancouver for a total of \$231,639.55."**

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. 2024 Pavement Preservation Resurfacing Map
2. SLURRY SEAL QUOTE - CITY OF RIDGEFIELD - 5.27.24 - v2.0
3. CITY OF VANCOUVER CONTRACT - BLACKLINE

Areas to receive crack sealing and slurry seal (type II) indicated in red





Blackline, Inc.
PMB 196
13023 NE Hwy 99, Ste 7
Vancouver, WA 98686

Date: 5/27/2024

(509) 218-1221

Cody@blacklineinc.net

Slurry Seal Specialists Since 1987

QUOTE

Customer: JASON VAN DYKE FOR CITY OF RIDGEFIELD

Project: 2024 JOINT AGENCY SLURRY SEAL PROJECT

Locations: CITY OF RIDGEFIELD, WA

Item #	QTY (Est.)	Unit	Description	Unit Price	Total Price
1C	1	LS	MOBILIZATION	\$ 8,000.00	\$ 8,000.00
2C	100	HR	FLAGGERS AND SPOTTERS	\$ 80.00	\$ 8,000.00
3C	2	PER	PCMS	\$ 1,200.00	\$ 2,400.00
4C	96,375	SY	LATEX MODIFIED SLURRY SEAL	\$ 1.89	\$ 182,148.75
ADD	1	LS	STRIPE REMOVAL & REPLACEMENT	\$ 31,090.80	\$ 31,090.80

Total \$ 231,639.55

Includes:

TYPE 2 SLURRY SEAL	SWEEPING PRIOR TO SLURRY SEALING
4 DAYS OF WORK	PREPPING ASPHALT
PUBLIC NOTIFICATION	STRIPE REMOVAL & REPLACEMENT

DOES NOT Include:

--	--

X

(Accepted By)

Quantities are approximate and the Total Price will vary based on Actual quantities installed. Payment terms are Net 30 days from date of invoice. Overdue accounts are subject to a late charge of 1% per month. Customer shall pay all Costs, Expenses and Reasonable Attorney's fees incurred by Blackline, Inc. in any suit, arbitration, mediation, bankruptcy proceedings and post-judgement proceeding as well as any appeal of the forgoing to collect amount due. This Proposal will be an attachment to any Contract issued.

OR CCB 66384 WA License # BLACKI*135CP Idaho PWCL# 009681-B-4
EIN 91-1357581 ESD 620357-00-5 Ind. Ins. Acct #: 511,463-00 UBI: 601 000 623



CONSTRUCTION CONTRACT # C-101617
ITB 24-22: 2024 JOINT AGENCY SLURRY SEAL PROJECT

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Blackline Inc., 13023 NE Hwy 99 Ste#7 PMB 196, Vancouver, WA 98686 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-22 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on April 15, 2024 per Staff Report No. 075-24; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the improvement of various roads in the City of Vancouver and Clark County by placing slurry seal and other work, all in accordance with the attached Project Lists and Maps, these Contract Provisions, and the Standard Specifications.

The contract work shall be Physically Complete within 25 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor’s Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$412,030.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

7. **CONTRACTOR’S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard “ACORD” form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000

COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall

comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
12. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a

change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 14. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 15. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 17. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 21. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

22. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

23. TERMINATION FOR CONVENIENCE: The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

24. TERMINATION FOR CAUSE: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

25. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

26. WAIVER AND REMEDIES: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

27. ENTIRETY OF CONTRACT: This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

- 28. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 29. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 30. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 31. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 32. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Contractor's Bid including all Addenda to the Solicitation,
 4. Special Provisions,
 5. Project Streets Lists,
 6. Project Maps,
 7. City of Vancouver Standard Plans,
 8. WSDOT Standard Specifications,
 9. WSDOT Standard Plans.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule,

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 2024

AGENDA ITEM NAME: Public Hearing and First Reading of Ordinance No. 1425 - Adoption of 2021 Building Codes

GOVERNING LEGISLATION

RCW Chapter 19.27 - State Building Code
RCW Chapter 19.27A - Energy-Related Building Standards
WAC Title 51 - Building Code Council
RMC Title 14 - Buildings and Construction

PREVIOUS COUNCIL ACTION TAKEN:

Council adopted previous editions of the building codes as follows:

- 2018 codes - July 10, 2021/Ordinance No. 1344
- 2015 codes - May 26, 2016/Ordinance No. 1209
- 2012 codes - July 11, 2013/Ordinance No. 1135
- 2009 codes - July 22, 2010/Ordinance No. 1056
- 2006 codes - September 27, 2007/Ordinance No. 966

SUMMARY/BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

None. Public hearing and first ordinance reading only.

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Staff Report
2. A. All Proposed Text Amendments to RMC Title 14
3. B. Memorandum from CCFR Staff RE: Proposed Amendments to RMC Chapter 14.03.050
4. C. Memorandum from CCFR Staff RE: Proposed Sprinkler System Requirements

ORDINANCE NO. 1425

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING TITLE 14 OF THE RIDGEFIELD MUNICIPAL CODE TO ADOPT THE 2021 EDITIONS OF THE NATIONAL MODEL CODES AS AMENDED BY THE WASHINGTON STATE BUILDING CODE COUNCIL AND THE CITY OF RIDGEFIELD

WHEREAS, on September 15, 2023, the Washington State Building Code Council set an effective date of March 15, 2024 for the 2021 editions of the national model codes with state amendments (“amended model codes”); and,

WHEREAS, on March 15, 2024 the amended model codes became effective statewide; and

WHEREAS, WAC Title 51 and RCW Chapters 19.27 – 19.27A require all counties and cities in the State of Washington to adopt the amended model codes; and,

WHEREAS, RCW 19.27.040 authorizes the governing body of each county or city to further amend the model codes except the International Energy Conservation Codes–Residential (IECC-R) provided that the minimum performance standards therein shall not be diminished; and

WHEREAS, a public hearing on the proposed adoption of the amended model codes was noticed in the newspaper of record on May 30, 2024; and,

WHEREAS, the City Council of the City of Ridgefield conducted a public hearing and first ordinance meeting during their regularly scheduled meeting on June 13, 2024; and,

WHEREAS, the City Council of the City of Ridgefield conducted a second ordinance reading during their regularly scheduled meeting on June 27, 2024;

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

Section 1. Public Interest. The City Council of the City of Ridgefield finds it to be in the public interest to adopt the 2021 Editions of the National Model Codes as amended by the Washington State Building Code Council and the City of Ridgefield to comply with WAC Title 51 and RCW Chapters 19.27 – 19.27A and to ensure that buildings, structures and developments remain safe for its citizens.

Section 2. Adoption of 2021 Amended Model Codes. The City Council of the City of Ridgefield hereby adopts the 2021 editions of the national model codes with amendments defined within Exhibit “A”.

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

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

Section 5. Applicability. This ordinance shall be applied to all related building permit activities.

Section 6. Effective Date. This ordinance shall be in full force and effect as of 30 days after adoption and publication pursuant to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 27th DAY of JUNE, 2024.

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss, City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: June 13, 2024
Second Reading/Passage: June 27, 2024
Date of Publication:
Effective Date:



THE CITY OF RIDGEFIELD

510 Pioneer Street Ste B | P.O. Box 608 | Ridgefield, WA

Adoption and Amendment of the 2021 State Building Code City Council Staff Report June 13, 2024

BACKGROUND

The Washington State Building Code Council (SBCC) advises the Legislature on building code issues and develops the building codes used in Washington State to ensure buildings and facilities constructed in the state are safe, healthy, accessible, and energy efficient.

The State Building Code is updated on a three-year cycle. In 2021, the SBCC and its Technical Advisory Groups (TAGs) began work on the 2021 code update. This work continued through 2023. On September 19, 2023 the SBCC set a final adoption date for the 2021 code on March 15, 2024.

On March 15, 2024 the 2021 State Building Code became effective statewide. This code includes:

- 2021 International Building Code with statewide amendments
- ICC/ANSI A117.1-2017, Accessible and Usable Buildings and Facilities, with statewide amendments (adopted as part of the IBC)
- 2021 International Existing Building Code with statewide amendments (adopted through the IBC)
- 2021 International Residential Code with statewide amendments
- 2021 International Mechanical Code with statewide amendments
- 2020 Liquefied Petroleum Gas Code (NFPA 58) for LP Gas
- 2021 National Fuel Gas Code (NFPA 54) for LP Gas installations
- 2021 International Fuel Gas Code with statewide amendments
- 2021 International Fire Code with statewide amendments
- 2021 Uniform Plumbing Code with statewide amendments
- 2021 Washington State Energy Code-Commercial
- 2021 Washington State Energy Code-Residential
- 2023 National Electrical Code (NFPA 70)

LOCAL ADOPTION and PROPOSED AMENDMENTS

Building permit applications submitted to the City of Ridgefield on or after March 15, 2024 vested to the 2021 State Building Code, which preempts outdated local codes. This proposal is to formally adopt the 2021 State Building Code by reference in Title 14 of the Ridgefield Municipal Code (RMC Title 14 – Buildings and Construction). This is achieved by replacing all references in Title 14 to components of the 2018 State Building Code with equivalent references to the 2021 State Building Code.

Per RCW 19.27.060, the governing bodies of counties and cities may amend the State Building Code

provided the amendments do not result in a code that is less than the minimum performance standards and objectives contained in the State Building Code. Staff propose to maintain the local amendments adopted during previous code cycles with the following changes. See also Attachment A.

Table 1. Changes proposed by City staff to previously adopted local amendments to the State Building Code

Code Section	Proposed Change
RMC 14.03.010 – Construction administrative code adopted.	Add 2021 International Solar Energy Provisions (ISEP) and 2021 International Swimming Pool and Spa Code (ISPSC) to the list of codes adopted by reference. Provides authority for the City to review and inspect solar and pool/spa projects to the standards in the ISEP and ISPSC.
RMC 14.03.020 – Chapter 1-Administration – Section 101-General.	To the adopted language of 2021 International Building Code Chapter 1 Section 101: - Remove reference to the National Electrical Code, which is implemented by the Department of Labor & Industries not the City. - Add references to the 2021 ISEP and 2021 ISPSC consistent with the proposed change to RMC 14.03.010.
RMC 14.03.020 – Chapter 1-Administration – Section 109-Fees.	From the adopted language of 2021 International Building Code Chapter 1 Section 109, remove references to specific fees and instead rely on reference to the adopted Master Fee Schedule. This eliminates the need to update the code concurrent with updates to the fee schedule.
RMC 14.03.030 – Amendments-2021 International Building Code – Appendix J-Grading – Section J104-Permit Application and Submittals.	From the adopted language of 2021 International Building Code Appendix J Section J104, remove allowance to submit cloth plans and replace with allowance to submit electronically.
RMC 14.03.040 – Amendments – 2021 International Residential Code – Chapter 3-Building Planning – Table R301.2(1)-Climate and Geographic Design Criteria.	To the adopted language of 2021 International Residential Code Chapter 3 Table R301.2(1), add a nominal wind speed design criterion of 105 mph and increase the ultimate wind speed design criterion to 135 mph. Current practice is to request 105 mph nominal/135 mph ultimate, and this requirement would be consistent with other local jurisdictions.
RMC 14.03.050 – International Fire Code-	From the adopted language of 2021 International Fire Code Section 112, remove references to specific fees and add

Amendments – Section 112-Stop Work Order.	reference to the adopted Master Fee Schedule. This eliminates the need to update the code concurrent with updates to the fee schedule.
RMC 14.84.020 – Manufactured Housing Regulations – Installation permits and fees.	Remove specific fees and replace with references to the adopted Master Fee Schedule. Clarify the City’s authority to issue a permit for the manufactured home foundation and attachment to the foundation only. The authority to permit the home itself lies with the Department of Labor and Industries and is required prior to placement. The City foundation only permit does include water service.
RMC 14.84.030 – Manufactured Housing Regulations – Inspections.	Clarify the City’s authority to inspect manufactured home foundations and attachments to the foundation only. The authority to inspect the home itself lies with the Department of Labor and Industries and is required prior to placement.
RMC 14.96.050 – Moorages and Floating Structures – Floating structures.	In addition to the existing requirement to obtain building permits and inspections for placement of a floating structure, authorize the City to require building permits and inspections for remodels and additions to floating structures.

CLARK COWLITZ FIRE RESCUE PROPOSALS

International Fire Code

The 2021 International Fire Code (IFC) is adopted by reference in Chapter 14.03.050. Clark Cowlitz Fire Rescue (CCFR) proposes to maintain the local amendments adopted during previous code cycles with the following changes. See also Attachments A and B.

Table 2. Changes proposed by CCFR staff to previously adopted local amendments to the IFC

Code Section in RMC 14.03.050	Proposed Change
Section 503 – Fire Apparatus Access Roads.	Washington State purposely did not adopt Section 503 regarding Fire Apparatus Access Roads and instead deferred access requirements and road standards to local jurisdictions. CCFR proposes that the original language in the 2021 International Fire Code (Section 503) be included back into RMC 14.03.050 in order to have clear authority to apply standard fire apparatus access design.
Section 506 – Key Boxes.	Add language specifying that a key box is required in all occupancies that are equipped with an automatic fire sprinkler system, a fire alarm system or other fire protection

	system.
Section 507.5.1.3 – Storz Hydrant Adaptors.	Move section requiring all fire hydrants to have installed 5-inch Storz Hose Adaptors from 507.3 to 507.5, consistent with the standard in all fire agencies in Clark and Cowlitz Counties. No changes proposed to the requirement itself.
Section 903.2 – Fire Sprinklers – Where Required.	Add language that buildings over 35 feet in height shall have installed an automatic fire sprinkler system. Current “height” language only requires sprinklers in buildings over two stories in height. Add language that all buildings accessed by fire apparatus access roadways of 10% grade or greater shall have installed automatic fire sprinkler systems. Current code requires sprinklers when roadways are at 12% grade or greater.
Section 1103.5.3 – Fire Safety Requirements for Existing Buildings – Group I-2, Condition 2.	As adopted by the state, this section requires existing buildings with I-2 occupancy (24-hour medical care for more than five persons who are incapable of self-preservation) to be equipped with automatic sprinkler systems but leaves the date by which the sprinkler systems must be installed to local jurisdictions. Add language requiring sprinkler systems to be installed in existing I-2 occupancies by January 1, 2026 consistent with the standard in all fire agencies in Clark and Cowlitz Counties.
Appendix D – Fire Apparatus Access Roads.	Appendix D includes additional/clarifying fire department access requirements to those found in Section 503. The following changes are proposed: • Section D103.6.3 is amended to designate spacing distance between “No Parking – Fire Lane” signs as a maximum of 100 feet. • Section D107 is amended to clarify the access requirements for One and Two-Family Residential Developments as follows: ○ Developments with 1-30 dwelling units may have only one approved fire access roadway. ○ Developments with 31-60 dwelling units shall have two approved fire access roadways <u>OR</u> all dwelling units shall be equipped with an approved automatic fire sprinkler system. ○ Developments with 61-99 dwelling units shall have two approved fire apparatus access roadways <u>OR</u> have one approved fire apparatus access roadway, one approved emergency access roadway and all dwelling units shall be equipped with an approved automatic fire sprinkler system.

	○ Developments of 100 dwelling units or more shall have two approved fire access roadways.
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International Residential Code (Fire Sprinklers)

Clark Cowlitz Fire Rescue also proposes the following change to the adopted amendments to the 2021 International Residential Code (IRC). See also Attachments A and C.

Table 3. Changes proposed by CCFR staff to previously adopted local amendments to the IRC

Code Section	Proposed Change
RMC 14.03.040 – Amendments – 2021 International Residential Code – Chapter 3–Building Planning – Section R313.2– One- and two-family dwellings automatic sprinkler systems.	The 2021 IRC has a requirement for automatic residential fire systems to be installed in all one- and two-family dwelling units. However, the SBCC adopted a statewide amendment excluding this requirement. CCFR’s proposal is to add the requirement for automatic residential fire sprinkler systems to be installed in all one- and two-family dwelling units with the following exceptions: • Not required for additions or alterations to existing buildings that do not already have a sprinkler system. • Not required for ADUs under 1,200 square feet where the existing primary residence does not have automatic fire sprinklers and the ADU is on the same lot as the primary residence.

PROCESS

<u>Date</u>	<u>Milestone</u>
May 30, 2024	Notice of Council public hearing published.
June 13, 2024	City Council public hearing and 1 st ordinance reading.
June 27, 2024	City Council public meeting and 2 nd ordinance reading/vote on adoption.
July 31, 2024	Approximate effective date of amendments adopted on June 27.

MOTION

None. Public hearing and first ordinance reading only.

ATTACHMENTS

- A. All Proposed Text Amendments to RMC Title 14
- B. Memorandum from CCFR Staff RE: Proposed Amendments to RMC Chapter 14.03.050
- C. Memorandum from CCFR Staff RE: Proposed Sprinkler System Requirements

Title 14 BUILDINGS AND CONSTRUCTION

Chapter 14.03 CONSTRUCTION ADMINISTRATIVE CODE¹

14.03.010 Construction administrative code adopted.

All building and building-related codes, as currently adopted or as may be adopted in future enactments by the state of Washington pursuant to RCW 19.27.031, together with all amendments that may be adopted by the State Building Code Council of the state of Washington, are hereby adopted as the building codes for the city of Ridgefield, subject to the specific additions, deletions, and modifications set forth in this chapter and as authorized by the State Building Code Council. The provisions of this code shall apply to the administration of the technical and nontechnical codes listed below:

- A. International Building Code (IBC), ~~2018~~ 2021 Edition, as published by the International Code Council, together with IBC appendices E, J and ICC/ANSI A117.1-~~2009~~ 2017; WAC 51-50.
- B. International Residential Code (IRC), ~~2018~~ 2021 Edition, as published by the International Code Council, exempting IRC Chapter 11 and Chapters 25 through 43 but including IRC Appendices F, Q and U; WAC 51-51.
- C. International Existing Building Code (IEBC), ~~2018~~ 2021 Edition, as published by the International Code Council.
- D. International Fuel Gas Code (IFGC), ~~2018~~ 2021 Edition, as published by the International Code Council, excepting that the standards for liquefied petroleum gas installations shall be contained in the ~~2018~~ 2020 Edition of NFPA 58 (~~Storage and Handling of Liquefied Petroleum Gases~~Liquefied Petroleum Gas Code) and the ~~2018~~ 2021 Edition of ANSI Z233.1/NFPA 54 (~~International~~ National Fuel Gas Code); WAC 51-52.
- E. International Mechanical Code (IMC), ~~2018~~ 2021 Edition, as published by the International Code Council, including adoption of ~~2018~~ 2021 International Fuel Gas Code, ~~2018~~ 2020 NFPA 58 & ~~2017~~ &2021 NFPA 54; WAC 51-52.
- F. Uniform Plumbing Code (UPC), ~~2018~~ 2021 Edition, as published by the International Association of Plumbing and Mechanical Officials, including appendices A, B and I; WAC 51-56.
- G. International Property Maintenance Code (IPMC), ~~2006~~ 2021 Edition, as published by the International Code Council.
- H. International Fire Code (IFC), ~~2018~~ 2021 Edition, as published by the International Code Council, together with IFC appendices A, B, C, D, E, F, G, H, I, K, L, and N; WAC 51-54A.
- I. International Energy Conservation Codes, Commercial and Residential, ~~2018~~ 2021 Edition as published by the International Code Council with Washington amendments (WAC 51-11C, WAC 51-11R).

¹Editor's note(s)—Ord. No. 1209, § 2(Exh. A), adopted May 26, 2016, amended Ch. 14.03 in its entirety to read as herein set out. Former Ch. 14.03, §§ 14.03.010—14.03.090, pertained to similar subject matter and derived from Ord. No. 1135, § 4(Exh. A), adopted July 11, 2013.

- J. ADA Standards for Accessible Design, Accessible and Useable Buildings and Facilities, ICC A117.1-~~2009~~ 2017 as published by ANSI and the International Code Council.
- K. National Green Building Standard (ICC 700), 2012-2020 edition, as published by the International Code Council, on a voluntary basis.
- L. International Solar Energy Provisions (ISEP) 2021 Edition, as published by the International Code Council.
- M. International Swimming Pool and Spa Code (ISPSC)- 2021 Edition, as published by the International Code Council.

(Ord. No. 1209, § 2(Exh. A), 5-26-2016; Ord. No. 1344, § 2(Exh. A), 6-10-2021)

14.03.020 Chapter 1—Administration.

Chapter 1—Scope and Administration of the International Building Code is hereby adopted and incorporated into the city of Ridgefield's Construction Administrative Code and the same shall apply to all the aforementioned codes and documents and shall include the following amendments:

CHAPTER 1

SCOPE and ADMINISTRATION

SECTION 101

SCOPE and GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Construction Administrative Code of the City of Ridgefield, hereinafter referred to as "this code."

101.3 Purpose. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.4 Referenced codes. The codes listed in this section and elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Building. The provisions of the ~~2018- 2021~~ International Building Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures; the provisions of the ~~2018- 2021~~ International Residential Code for one and two-family dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress and their accessory structures, and; the provisions of the ~~2012 2021~~ International Existing Building Code may be utilized as applicable to the remodel and repair of existing and/or historic buildings.

101.4.2 Gas. The provisions of the ~~2018- 2021~~ International Fuel Gas Code (NFPA 54) and 2008 Liquid Petroleum Gas Code (NFPA 58) shall apply to the installation of all materials and equipment utilizing liquid propane gas; the provisions of the ~~2018- 2021~~ International Fuel Gas Code shall apply to the installation of all materials and equipment utilizing natural gas except those regulated by the International Residential Code.

101.4.3 Mechanical. The provisions of the ~~2018- 2021~~ International Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances,

fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems, except:

- 1) The International Fuel Gas Code shall apply to all installations utilizing natural gas except those regulated by the IRC and those utilizing LPG;
- 2) The International Residential Code shall apply to all structures regulated by the IRC except LPG installations, and;
- 3) NFPA 54 & 58 shall apply to all LPG installations.

101.4.4 Plumbing. The provisions of the [2018-2021](#) Uniform Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.5 Property maintenance. The provisions of the [2006-2021](#) International Property Maintenance Code, the 1997 Uniform Code for the Abatement of Dangerous Buildings and the 1997 Uniform Housing Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.6 Fire prevention. The provisions of the [2018-2021](#) International Fire Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.7 Energy. The provisions of the [2018-2021](#) International Energy Conservation Code, [as amended and adopted by the State of Washington as the 2021 Washington State Energy Code-Commercial and 2021 Washington State Energy Code-Residential](#), shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.8 Ventilation and indoor air quality. Applicable provisions of the [2018-2021](#) International Residential Code, [2018-2021](#) International Mechanical Code and [2018-2021](#) International Building Code shall apply to all matters governing the design and construction of buildings for ventilation and indoor air quality.

~~101.4.9 Electrical. The provisions of the National Electrical Code (NFPA 70), as amended and adopted by the State of Washington shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.~~

[101.4.9 Solar. The provisions of the 2021 International Solar Energy Provisions \(ISEP\) shall apply to all matters governing the design, maintenance, alteration and inspection of solar thermal systems.](#)

[101.4.10 Pools and spas. The provisions of the 2021 International Swimming Pool and Spa Code \(ISPSC\) shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of aquatic recreation facilities, pools and spas.](#)

SECTION 109

FEES

109.1 Payment of fees. Permit fees are collected prior to or at the time of the issuance of the permit; a permit shall not be valid until the fees prescribed by resolution of the city council of the City of Ridgefield have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. For those building services to be billed on an hourly basis, billings will be based on the hourly rates established by resolution of the city council of the City of Ridgefield. The city may use the services of an

outside professional consultant for plan review services; all invoices associated with the services of an outside professional consultant, including an administrative services charge as prescribed by resolution of the city council of the City of Ridgefield, shall be paid prior to or at the time of permit issuance. All other fees, including but not limited to impact fees and system development charges must also be paid prior to or at the time of permit issuance.

109.2 Master fee schedule. For buildings, structures, gas, mechanical, plumbing, signs, manufactured home installations, grading activities, energy code reviews and demolition or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the master fee schedule as established by resolution of the city council of the City of Ridgefield.

109.2.1 Fire alarm, sprinkler and other protection system fees. All fees related to the permitting of separate fire alarm or sprinkler system applications, and other fire protection systems shall be assessed by the Clark County Fire Marshal's Office and/or Clark County Fire & Rescue District. Upon receipt of billing invoices from the fire marshal's office or Clark County Fire & Rescue, the City of Ridgefield shall submit an invoice to the permit applicant/responsible party for payment of these fees inclusive of the city's administrative service charge. All invoices associated with the services of an outside professional consultant, including an administrative services charge as prescribed by resolution of the city council of the City of Ridgefield, shall be paid prior to or at the time of permit issuance.

109.2.2 Washington State Building Code Council (WSBCC) surcharge. The WSBCC assesses a permit surcharge to each jurisdiction in the State of Washington, ~~which at the time of passage of this ordinance, is a flat rate fee of \$4.50 for each permit for approved plans or any other permit that is issued in accordance with the adopted building codes. For multi-family projects, the WSBCC fee is \$4.50 for the first living unit and \$2.00 for each additional unit.~~ The WSBCC surcharge may be adjusted at any time and any required changes to this fee will be reflected in the master fee schedule as established by resolution of the city council of the City of Ridgefield. The City or[of] Ridgefield forwards all fees collected in this regard to the WSBCC on a quarterly basis.

109.2.3 Plan review fee. A plan review fee shall be charged for permit plan review. The plan review fee shall be a separate fee from the permit fee specified in this section and is in addition to the permit fee. When submittal documents or plans are required under this code, the plan review fee shall be paid at the time of submittal of these documents or plans for review. The building official may have the option to charge deposit in lieu of the full plan review fee, if the full fee amount is not known at the time of document or plan submittal. The plan review deposit shall be applied toward the remaining plan review fee; the actual plan review fee shall be determined upon completion of the plan review and the remaining balance owing shall be paid at the time of permit issuance. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items, an additional plan review fee shall be charged. Plan review fees shall be set by resolution of the city council of the City of Ridgefield.

109.2.3.1 Fee for use of outside consultants. The city may utilize the services of an outside professional structural engineer for structural engineering review services for residential or non-residential construction. All invoices associated with the services of an outside professional structural engineer, including an administrative service charge shall be paid to the city as invoiced.

109.2.3.2 Expedited plan review fee. In order to provide a process for accelerated plan review for non-residential building activities, the building official may offer expedited plan review services. In those instances where the building official offers expedited plan review services, the city shall contract with an outside professional service provider for these services. The applicant shall be required to execute a written agreement with the city prior to the execution of these services whereby the applicant agrees to pay all fees associated with the provision of the expedited plan review process. All fees associated with expedited plan review services shall be in addition to the city's regular fees for these services as specified in the city's master

fee schedule. All invoices associated with the services of the outside professional service provider, including an administrative service charge, shall be paid prior to or at the time of permit issuance.

109.2.3.3 Energy code review fee. An energy code review fee may also be established by the city in order to meet the requirements WAC 51-11C. If the city utilizes the services of outside professional consultant for this review, all invoices associated with the services of this outside professional consultant, including an administrative service charge shall be paid to the city as invoiced.

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value for work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application the building official may utilize the Building Valuation Data as published periodically in the ICC Building Safety Journal. Final building permit valuations shall be set by the building official.

109.4 Work commencing before permit issuance. In addition to the required permit fees, the building official shall require that any person who commences any work on a building, structure, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a special investigation fee, which shall include the doubling of the required permit fees as established by resolution of the city council of the City of Ridgefield.

109.6 Refunds. No permit fee refund will be allowed once any work has begun on a project. In order to request a refund of a permit fee, the request shall be addressed to the building official in writing, and shall be received at the City of Ridgefield finance department within 180 days of the date of issuance of the permit; any refund request received after 180 days of the date of permit issuance shall automatically be denied. At the discretion of the building official, refund requests may be approved or denied based on the status of a project. All approved refunds shall be limited to 80% of the total permit fees paid. Refund requests shall only be considered for building, plumbing and mechanical permit fees. Refunds shall not include any plan review fees.

(Ord. No. 1209, § 2(Exh. A), 5-26-2016; Ord. No. 1344, § 2(Exh. A), 6-10-2021)

14.03.030 Amendments—[2018-2021](#) International Building Code.

The following amendments to the [2018-2021](#) International Building Code are hereby proposed for adoption and incorporation into the city of Ridgefield's Construction Administrative Code.

APPENDIX J GRADING

SECTION J102 DEFINITIONS

Subsection J102.1 Definitions is hereby proposed to be amended by revising the text and by including nine additional definitions, as follows:

J102.1 Definitions. For the purposes of this appendix chapter, the terms, phrases and words listed in this section and their derivatives shall have the indicated meanings. The following terms, phrases and words shall be included as part of Appendix J of the 2015 International Building Code.

CIVIL ENGINEER. A professional engineer registered in the state to practice in the field of civil works.

CIVIL ENGINEERING. The application of the knowledge of the forces of nature, principles of mechanics and the properties of materials to the evaluation, design and construction of civil works.

EARTH MATERIAL. Any rock, natural soil or fill or any combination thereof.

ENGINEERING GEOLOGIST. A geologist experienced and knowledgeable in engineering geology.

ENGINEERING GEOLOGY. The application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.

GEOTECHNICAL ENGINEER. See "soils engineer."

PROFESSIONAL INSPECTION. The inspection required by this code to be performed by the civil engineer, soils engineer or engineering geologist. Such inspections include that performed by persons supervised by such engineers or geologists and shall be sufficient to form an opinion relating to the conduct of the work.

SOILS ENGINEER (GEOTECHNICAL ENGINEER). An engineer experienced and knowledgeable in the practice of soils engineering (geotechnical engineering).

SOILS ENGINEERING (GEOTECHNICAL ENGINEERING). The application of the principles of soils mechanics in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection or testing of the construction thereof.

SECTION J103 PERMITS REQUIRED

Subsection J103.2 Exemptions is hereby proposed to be amended by adding two additional exemptions as enumerated by the number's 8 & 9, as follows:

J103.2 Exemptions. In addition to the exemptions enumerated in Appendix J of the [2018-2021](#) International Building Code, a grading permit shall not be required for the following:

9. A fill that (1) is less than 1 foot (305 mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or (2) is less than 3 feet (914 mm) in depth; not intended to support structures; does not exceed 50 cubic yards (38.3 m³) on any one lot, and; does not obstruct a drainage course.

SECTION J104 PERMIT APPLICATION AND SUBMITTALS

Subsection J104.1 Submittal Requirements is hereby proposed to be amended by revising the text, as follows:

J104.1 Submittal Requirements. In addition to the provisions of Section 105.3, the applicant shall state the estimated quantities of excavation and fill on the application and provide other information as required.

Subsections J104.5 Grading Designation, J104.6 Engineered Grading Requirements, J104.6.1 Specifications, J104.6.2 Plans and J104.7 Engineering Geology Report are hereby proposed to be added as new Subsections to Section J104 Permit Applications and Submittals, as follows:

J104.5 Grading designation. Grading in excess of 5,000 cubic yards (3,825 m³) shall be performed in accordance with an approved grading plan prepared by a licensed civil engineer, and shall be designated as "Engineered Grading". Grading involving less than 5,000 cubic yards (3,825 m³) shall be designated "Regular Grading" unless the applicant chooses to have the grading performed as engineered grading, or the building official or city engineer determine that special conditions or unusual hazards exist, in which case grading shall conform to the requirements for engineered grading.

J104.6 Engineered grading requirements. Application for a grading permit shall be accompanied by two sets of plans and specifications along with supporting data that shall consist of a soils engineering report and an engineering geology report. When required by the building official, the plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications.

J104.6.1 Specifications. Specifications shall contain the necessary information covering construction and material requirements.

J104.6.2 Plans. Plans shall be drawn to scale upon substantial paper or ~~cloth~~ submitted electronically and shall be of sufficient clarity to indicate the nature and extend[extent] of the work proposed and shall show in detail that the project will conform to the provisions of this code and all other relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall give location of the work, the name and address of the owner, and the name and address of the person by whom they were prepared. The plans shall include the following information:

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations or finish contours to be achieved by the grading, and proposed drainage channels and related construction.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as a part of, the proposed work, together with a map showing the drainage area and the estimated runoff of the area served by any drains.
5. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners that are within 15 feet (4,572 mm) of property or that may be affected by the proposed grading operations.
6. Recommendations included in the soils engineering report and the engineering geology report shall be incorporated in the grading plans or specifications. When approved by the building official, specific recommendations contained in the soils engineering report and the engineering geology report that are applicable to grading, may be included by reference.
7. The dates of the soils engineering and engineering geology reports together with the names, addresses and phone numbers of the firms or individuals who prepare the reports.

J104.7 Engineering Geology Report. The engineering geology report required by J104.4 shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors.

Section J112 Grading and Erosion Control Fees, including Subsections J112.1 General and J112.1.1 Plan Review Fees, are hereby proposed to be added as new Sections to Appendix J Grading, as follows:

SECTION J112 GRADING AND EROSION CONTROL FEES

J112.1 General. Permit fees for grading or required erosion control measures shall be assessed in accordance with the provisions established by resolution of the city council of the City of Ridgefield. Erosion control measures are not exempt from permitting or the related fees under this code.

J112.1.1 Plan review fees. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time plans and specifications are submitted for review. Separate plan review fees shall apply to retaining walls or major drainage structures, as may be required elsewhere in this code. For excavation and fill on the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.

Section J113 Bonds, including Subsection J113.1 Bonds, is hereby proposed to be added as a new Section to Appendix J Grading, as follows:

SECTION J113
BONDS

J113.1 Bonds. The building official or city engineer may require bonds in such form and amounts as may be deemed necessary to ensure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions. In lieu of a surety bond the applicant may file a cash bond or instrument of credit with the building official in an amount equal to that which would be required in the surety bond.

(Ord. No. 1344, § 2(Exh. A), 6-10-2021)

Editor's note(s)—Ord. No. 1344, § 2(Exh. A), adopted June 10, 2021, amended § 14.03.030 in its entirety to read as herein set out. Former § 14.03.030 pertained to 2015 International Building Code amendments and derived from Ord. No. 1209, § 2(Exh. A), adopted May 26, 2016; and Ord. No. 1225, § 2(Exh. A), adopted Dec. 1, 2016.

14.03.040 Amendments—~~2018- 2021~~ International Residential Code.

The following amendments to the ~~2018- 2021~~ International Residential Code are hereby proposed for adoption and incorporation into the city of Ridgefield's Construction Administrative Code.

CHAPTER 1
SCOPE and ADMINISTRATION

SECTION R105
PERMITS

Subsection R105.2 Work Exempt from Permit is hereby proposed to be amended by adding two additional exemptions as enumerated by the number's 10 & 11 under the heading "Building", as follows:

R105.2 Work exempt from permit. In addition to the exemptions enumerated in Chapter 1 of the ~~2018 2021~~ International Residential Code, a permit shall not be required for the following:

Building:

11. Decks or platforms with no roof or cover, which are not over 30 inches above finish grade at any point, are not attached to a dwelling, and do not serve the exit door required by Section R311.4.

CHAPTER 3
BUILDING PLANNING

SECTION R301
DESIGN CRITERIA

Table R301.2(1) Climatic and Geographic Design Criteria is hereby proposed to be amended by including the pertinent information as it relates to the City of Ridgefield, as follows:

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load:	30 psf
Roof Snow Load:	25 psf
Wind Exposure Category:	B
<u>Wind Speed - Nominal (Vasd):</u>	<u>105 mph (3 second gust)</u>
<u>Wind Speed — Ultimate (Uasd)3-Second-Gust:-:</u>	<u>105- 135 mph (3 second gust)</u>
Seismic Design Category:	D1

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Subject to Damage from	
Weathering:	Moderate
Frost Line Depth:	12 inches
Termite:	Slight to Moderate
Winter Design Temperature:	See WSEC
Ice Barrier Underlayment Required:	No
Flood Hazards:	Feb. 19, 1981/Aug. 19, 1986
Air Freezing Index:	N/A
Mean Annual Temperature:	50 Degrees F

SECTION R313

AUTOMATIC FIRE SPRINKLER SYSTEMS

Section R313.2, One- and two-family dwellings automatic sprinkler systems is proposed to be amended as follows:

R313.2 One- and Two-Family Dwellings Automatic Fire Sprinkler Systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings with the following exceptions.

1. An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.
2. Accessory Dwelling Unit, provided that all of the following are met:
 - a. The unit meets the definition of an Accessory Dwelling Unit as defined by the City of Ridgefield.
 - b. The existing primary residence does not have automatic fire sprinklers.
 - c. The accessory detached dwelling unit does not exceed 1,200 square feet in size.
 - d. The unit is on the same lot as the primary residence.

(Ord. No. 1344, § 2(Exh. A), 6-10-2021; Ord. No. 1361, § 2(Exh. A), 12-16-2021; Ord. No. 1387, § 2(Exh. A), 12-15-2022)

Editor's note(s)—Ord. No. 1344, § 2(Exh. A), adopted June 10, 2021, amended § 14.03.040 in its entirety to read as herein set out. Former § 14.03.040 pertained to 2015 International Building Code amendments and derived from Ord. No. 1209, § 2(Exh. A), adopted May 26, 2016; and Ord. No. 1225, § 2(Exh. A), adopted Dec. 1, 2016.

14.03.050 International Fire Code—Amendments.

The ~~2018-2021~~ Washington State Fire Code (Chapter 51-54A WAC), with amendments, is hereby proposed for adoption, with appendices, amendments and additions and incorporation into the City of Ridgefield Administrative Municipal Code.

CHAPTER 1 ADMINISTRATION

Subsection 101.1 is amended as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Ridgefield, hereinafter referred to as "this code."

Subsection 101.2.1 is amended as follows:

101.2.1 Appendices. The following appendices of the ~~2018~~ 2021 IFC are hereby adopted in this code:

Appendix A: Board of Appeals

Appendix B: Fire-Flow Requirements for Buildings

Appendix C: Fire Hydrant Locations and Distribution

Appendix D: Fire Apparatus Access Roads

Appendix E: Hazard Categories

Appendix F: Hazard Ranking

Appendix G: Cryogenic Fluids ~~2~~ 3 Weight and Volume Equivalents

Appendix H: Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions

Appendix I: Fire Protection Systems ~~2~~ 3 Noncompliant Conditions

Appendix K: Construction Requirements for Existing Ambulatory Care Facilities

Appendix L: Requirements for Firefighter Air Replenishment Systems

Appendix N: Indoor Trade Shows and Exhibitions

SECTION 102 APPLICABILITY

Subsection 102.3.1 Changes in Character of Occupancy is hereby proposed to be added as a new Subsection to Section 102 Applicability, as follows:

102.3.1 Changes in Character of Occupancy. Changes made in the character of an occupancy or the use of any building that would place the building in a different division of the same occupancy or in a different occupancy shall be approved by the Building Official and the Fire Marshal.

SECTION 103 DEPARTMENT OF FIRE PREVENTION

Subsection 103.2 Appointment is hereby proposed to be amended as follows:

103.2 Appointment. The City of Ridgefield is hereby authorized to contract with Clark-Cowlitz Fire Rescue, hereinafter referred to as ~~(CCFR)~~, for enforcement and administration of this chapter. The City of Ridgefield may also authorize CCFR or its designee to retain all permitting and/or inspection fees related to the administration of this ordinance.

SECTION 104 GENERAL AUTHORITY AND RESPONSIBILITIES

Subsection 104.2.1 Construction Plan Review is hereby proposed to be added as a new Subsection to Section 104 General Authority and Responsibilities, as follows:

104.2.1 Construction plan review. Plans shall be submitted to and approved by the Fire Marshal and/or CCFR for all new commercial building, residential construction or land development prior to the issuance of any approvals or permits or commencement of development or construction.

Subsections 104.~~10-11~~ Fire Investigations and 104.~~1011~~.1 Assistance from Other Agencies are hereby proposed to be amended by revising the text, as follows:

104.~~10-11~~ Fire investigations. The Fire Marshal and CCFR are authorized to investigate the origin, cause and circumstances of fires occurring within the City of Ridgefield that involve loss of life, injury to person(s), destruction or damage to property. If it appears to the fire investigator that such fire is of suspicious or incendiary nature, the investigator shall immediately take charge of all physical evidence relating to the cause of the fire and shall notify the Ridgefield Police Department. The Fire Marshal and CCFR are also authorized to investigate the origin, cause, and circumstances of any explosion or unauthorized releases of hazardous materials.

104.~~1011~~.1 Assistance from other agencies. The Ridgefield Police Department and other enforcement agencies shall have authority to render necessary assistance in the investigation of fires when requested to do so by the Fire Marshal or CCFR.

SECTION ~~109-111~~
BOARD OF APPEALS

Subsection ~~109111~~.1 Board of Appeals Established is hereby proposed to be amended by revising the text, as follows:

~~109111~~.1 Board of Appeals established. The CCFR Fire Code Board of Appeals, as outlined in Appendix A of this code, shall be utilized to determine the suitability of alternate methods or materials and types of construction and to provide for reasonable interpretations of the provisions of this code. The Fire Marshal shall be an ex-officio member and shall act as secretary to the board. All decisions of the board shall be rendered to writing and presented to the City of Ridgefield with duplicate copies to the appellant and the Fire Chief of CCFR.

SECTION ~~110-112~~
VIOLATIONS

Subsection ~~110112~~.4 Violation penalties is hereby proposed to be amended by revising the text, as follows:

~~110112~~.4 violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine and or imprisonment as outlined in City of Ridgefield Municipal Code Section 1.12.010. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Fines shall be paid to the City of Ridgefield.

SECTION ~~112-113~~
STOP WORK ORDER

Subsection ~~112113~~.4 Failure to comply is hereby proposed to be amended by revising the text, as follows:

~~112113~~.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine ~~of not less than \$100.00 dollars or more than \$500.00 dollars~~ in the amount adopted in the master fee schedule.

CHAPTER 11
CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS
SECTION 1103
FIRE SAFETY REQUIREMENTS FOR EXISTING BUILDINGS

Subsection 1103.5.3 Group I-2, Condition 2 is hereby proposed to be amended by revising the text, as follows:

1103.5.3 Group I-2, Condition 2. In addition to the requirements of Section 1103.5.2, existing buildings of Group I-2, Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The automatic sprinkler system shall be installed as established by the adopting ordinance on January 1, 2026.

CHAPTER 2 DEFINITIONS

SECTION 201 GENERAL

Subsection 201.5 CCFR Fire Marshal and the Fire Chief of CCFR is hereby proposed to be added as a new Subsection to Section 201 General, as follows:

201.5 CCFR Fire Marshal and the Fire Chief of CCFR. Unless specifically mentioned to the contrary, all references to the chief, chief of the department, chief engineer, fire code official or fire marshal shall mean the CCFR Fire Marshal or the Fire Chief of the CCFR or designee. Unless specifically mentioned to the contrary, all references to the fire department, department of fire prevention or fire prevention bureau shall mean the CCFR Fire Prevention Bureau or CCFR

CHAPTER 3 GENERAL REQUIREMENTS

SECTION 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES

Subsection 307.1.1 Prohibited Open Burning, is hereby proposed to be amended by revising the text, as follows:

307.1.1 Prohibited open burning. Open burning shall be prohibited in the City of Ridgefield by Chapter 173-425 WAC, as regulated by the Southwest Clean Air Agency.

SECTION 319 MOBILE FOOD PREPARATION VEHICLES

Subsection 319.11 Operational Requirements, is hereby proposed to be added by including the text, as follows:

319.11. Operational Requirements: Any vendor engaging in mobile food vending shall comply with the following requirements:

319.11.1. Provide appropriate waste receptacles at the site of the unit and remove all litter, debris and other waste attributable to the vendor on a daily basis.

319.11.2. Unit shall not be parked, situated or operated in a manner that restricts or blocks emergency vehicle access roadways, access to fire hydrants or fire protection equipment.

319.11.3. Comply with the City of Ridgefield Noise Ordinance, Sign Ordinance and any other applicable ordinances.

319.11.4. Electrical systems shall comply with city and state ordinances and codes.

319.11.5. Mobile food vending units shall have a minimum clearance of 10 feet from other vending units, fire hydrants, buildings, structures and combustible materials.

319.11.6. When a fuel source other than LPG is used, it shall be installed and maintained in accordance with the Fire Code and any other applicable code. Use of fuels other than LPG shall be subject to the approval of the Fire Marshal and CCFR.

319.11.6.1. Solid fuel shall not be stored within 3 feet of any heat producing device, cooking appliance, vent, flammable liquids or ignition sources. Ash, cinders and other fire debris shall be removed from the firebox or cooking appliance at regular intervals and shall be placed in a closed metal container at least 3 feet from cooking appliances and combustibles.

SECTION [320-324](#)
FIRE DEPARTMENT STANDARDS

Subsection [320-324](#) Fire department standards, is hereby proposed to be added by including the text, as follows:

[320-324.1](#) Fire department standards. The Fire Marshal and CCFR may adopt fire department standards as needed to detail specific requirements of this code.

CHAPTER 5
FIRE SERVICE FEATURES

SECTION 503
FIRE APPARATUS ACCESS ROADS

[Subsection 503 Fire Apparatus Access Roads](#) is hereby proposed to be added by including the text, as follows:

[503.1 Where required.](#) Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

[503.1.1 Buildings and facilities.](#) Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

[1.](#) The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:

[1.1.](#) The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.

[1.2.](#) Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.

[1.3.](#) There are not more than two Group R-3 or Group U occupancies.

[2.](#) Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

503.1.2 Additional access. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

Subsections 503.1.3 High-piled storage. Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32.

Subsections 503.1.4 New Construction - Subdivisions and 503.1.4.1 Fire Lanes - Enforcement are hereby proposed to be added as new Subsections to Section 503 Fire Apparatus Access Roads, as follows:

503.1.4 New construction - Subdivisions. The Fire Marshal and CCFR are empowered to designate fire lanes in all new construction. Unmarked areas within fifteen (15) feet of a fire hydrant or fire department connection (FDC) shall automatically be considered a fire lane.

503.1.4.1 Fire lanes - Enforcement. The Ridgefield Police Department and other enforcement agencies shall have authority to enforce the no parking provisions in marked fire lanes, the fine for which will be \$101 for each violation. If a fire lane is completely blocked to the passage of fire apparatus by an unlawfully parked vehicle, the Ridgefield police department is authorized to impound the blocking vehicle at the owner's expense pursuant to Title 10 of the Ridgefield Municipal Code. The Ridgefield police department is also authorized to levy a fine as set by the city council of the City of Ridgefield for each violation.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

Exception: Driveways/Flag Lots serving no more than two R-3 Dwellings may have a roadway with an unobstructed width of 15 feet, with two 2-foot 6 inch shoulders on each side. Shoulders shall be constructed of gravel or other material capable of supporting fire apparatus.

503.2.2 Authority. The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide allweather driving capabilities.

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be determined by the fire code official.

503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus.

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

503.2.7 Grade. The grade of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus.

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department's apparatus.

503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words "NO PARKING—FIRE LANE" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.

503.4.1 Traffic calming devices. Traffic calming devices shall be prohibited unless approved by the fire code official.

503.5 Required gates or barricades. The fire code official is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails or other accessways, not including public streets, alleys or highways. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

503.5.1 Secured gates and barricades. Where required, gates and barricades shall be secured in an approved manner. Roads, trails and other accessways that have been closed and obstructed in the manner prescribed by Section 503.5 shall not be trespassed on or used unless authorized by the owner and the fire code official. Exception: The restriction on use shall not apply to public officers acting within the scope of duty.

Subsection 503.5.2 Gates - Entrances to Roads, Trails or Other Access Ways is hereby proposed to be added as a new Subsection to Section 503 Fire Apparatus Access Roads, as follows:

503.5.2 Gates Entrances to roads, trails or other access ways. Entrances to roads, trails or other access ways which have been closed with gates and barriers in accordance with Section 503.5 shall not be obstructed by parked vehicles.

Subsections 503.7 Gates Obstructing Fire Apparatus Access and 503.7.1 Plans for Gates hereby proposed to be added as new Subsections to Section 503 Fire Apparatus Access Roads, as follows:

503.7 Gates obstructing fire apparatus access. All gates hereafter constructed and all existing gates that obstruct required fire apparatus access roads shall be subject to the approval of the Fire Marshal and CCFR.

503.7.1 Plans for gates. Plans for gates that will obstruct fire apparatus access roads shall be submitted to and approved by the Fire Marshal and CCFR prior to their installation.

SECTION 505 PREMISES IDENTIFICATION

Subsections 505.3 Complex or Facility Directory and Map, is hereby proposed to be added as new Subsection to Section 505 Premises Identification, as follows:

505.3 Complex or Facility Directory and Map: For all properties where more than two buildings exist, or otherwise required by the Fire Department, a map of the complex or facility shall be displayed at or near each entrance from the public street or roadway to serve as a directory to assist in the rapid and safe response of emergency vehicles to locations within the complex or facility. The complex or facility map shall clearly show and identify all buildings on the property, including the primary services or functions within

each building, all roadways, all access points to the facility from the public streets or roadways, all emergency vehicle access points, fire hydrant(s), fire department connection(s), fire alarm panel location(s), significant life safety hazards, pre-designated helicopter landing areas, and all other specific details as may be required by the Fire Department. This requirement does not apply to properties which are primarily used for residential single family, duplex or triplex dwellings.

SECTION 506

KEY BOXES

Subsection 506.1 Where Required is hereby proposed to be amended by revising the text, as follows:

506.1 Where required. Unless specifically exempted by the Fire Chief of CCFR all buildings equipped with an automatic fire sprinkler system, a fire alarm system or other fire protection system, except those containing Group R Division 3 (one and two-family dwellings); Group U; Group S Division 2 (parking garages), and; individual guest rooms or dwellings in Group R Division 1 occupancies hereinafter constructed shall be provided with a security key box commonly keyed and located on the building as approved by the Fire Chief of CCFR or designee. Two complete sets of access keys for the locks on the building, fire alarm control panel (if applicable), and sprinkler system control valves shall be separately identified and placed in the security key box.

Subsection 506.1.1 Gates - Security Key Boxes is hereby proposed to be amended by revising the text, as follows:

506.1.1 Gates Security key boxes. Gate access devices and padlocks required by sections 503.5-503.7 and this section shall be of a type and a common key as approved by the Fire Marshal and CCFR. Such boxes shall be located immediately adjacent to the gate in a location that is readily visible and accessible from either side of the gate.

SECTION 507

FIRE PROTECTION WATER SUPPLIES

Subsection 507.3 Fire Flow is hereby proposed to be amended by revising the text, as follows:

507.3 Fire flow. Fire flow requirements shall be determined by the Fire Marshal and CCFR. The required number of hydrants shall be determined as prescribed in Appendix B and Appendix C, IFC 2018-2021 Edition.

Subsection 507.3.1 Storz Adaptors is hereby proposed to be added as new Subsection to Section 507 Fire Protection Water Supplies, as follows:

507.3.1 Storz adaptors. Fire hydrants shall be provided with appropriate 5 inch "Storz" type adapters for the pumper connection unless this provision is waived by the Fire Marshal and/or the Fire Chief of CCFR.

Subsections 507.5.1 Where Required, is hereby proposed to be amended by revising the text, as follows: Subsection 507.5.1.2 Fire Hydrants Not Included in Spacing Calculations, is hereby proposed to be added as a new Subsection to Section 507 Fire Protection Water Supplies, as follows:

507.5.1.3 Fire hydrants not included in spacing calculations. Fire hydrants more than 15 feet from an approved access road or fire lane that serves the building in question, shall not be counted in any calculation of fire hydrant spacing. On-site fire hydrants and water supplies on adjacent properties shall not be considered available, unless accessible by fire apparatus on an approved access road. Fire hydrants located on the opposite side of a roadway shall not be considered in the fire hydrant placement calculations unless specifically approved by the Fire Marshal or CCFR.

CHAPTER 9

FIRE PROTECTION SYSTEMS

SECTION 901

GENERAL

Subsections 901.3.1 Approval by Fire Marshal, 901.3.1.1 Fire Sprinkler Plan Requirements, 901.3.1.2 Building Permits Issued Contingent Upon Installation of Sprinkler System, 901.3.1.2.1 Fire sprinkler permit issuance required prior to framing inspection and 901.3.1.3 Testing of Sprinkler System Required are hereby proposed to be added as new Subsections to Section 901 General, as follows:

901.3.1 Approval by fire marshal. No automatic fire sprinkler system required or allowed by this chapter shall be installed without prior approval of the plans for installation, testing and maintenance of the system by the Fire Marshal or his designee.

901.3.1.1 Fire sprinkler plan requirements. All fire sprinkler plans submitted for review by the Fire Marshal shall bear a review certification in accordance with Fire Marshal written standards and as per WAC 212-80 State Fire Marshal Requirements. Submitted plans shall be accompanied by sufficient necessary documentation to verify compliance with WAC 212-80-130.

901.3.1.2 Building permits issued contingent upon installation of sprinkler system. Building permits shall be issued contingent upon the installation of a sprinkler system in accordance with these standards.

901.3.1.2.1 Fire sprinkler permit issuance required prior to framing inspection. A permit for the installation of an automatic sprinkler system shall be obtained prior to the framing inspection.

901.3.1.3 Testing of sprinkler system required. No residential construction for which an automatic fire sprinkler system is allowed or required by this chapter shall be occupied until testing of the automatic fire sprinkler system has been approved by the Fire Marshal or his designee.

SECTION 902 DEFINITIONS

Subsection 902.1 Definitions is hereby proposed to be amended by revising the text and by including two additional definitions, as follows:

902.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein. The following terms, phrases and words shall be included as part of Chapter 9 of the [2018-2021](#) International Fire Code.

ADDITION. An extension in floor area or height of a building or structure.

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

Subsection 903.2 Where Required is hereby proposed to be amended by revising the text, as follows:

903.2 Where required. In all new buildings and structures described in Sections 903.2.1 through 903.2.2; and all new buildings containing a total floor area, [gross](#), above or below grade, ~~exceeding~~ 5,000 square feet [or greater](#); and additions that result in a total building area of 5,000 square feet or greater; and in all conversions when the occupancy class of the converted building ([5,000 square feet or greater](#)) moves to a higher classification based on the adopted edition of the Washington State Building Code. This requirement shall not apply to covered play areas or similar open structures where no equipment is stored.

Subsection 903.2.11.3 Buildings Greater than Two Stories in Height is hereby proposed to be amended by revising the text, as follows:

903.2.11.3 Buildings Greater than Two Stories in Height. All buildings greater than two stories in height [or over 35 feet in height](#) shall have installed an automatic fire sprinkler system.

Subsections 903.2.13 Occupancies Where Persons with Reduced Abilities are Housed, 903.2.13.1 Applicability are hereby proposed to be added as new Subsections to Section 903 Automatic Sprinkler Systems, as follows:

903.2.13 Occupancies where persons with reduced abilities are housed. Sprinkler systems are required in all occupancies where persons with reduced ambulatory abilities are housed on a commercial basis.

903.2.13.1 Applicability. This section applies to elder care facilities, boarding houses for the handicapped and other enterprises where persons with reduced mobility are commercially housed.

Subsection 903.2.14 Occupancies with Substandard Fire Flow or Access is hereby proposed to be added as a new Subsection to Section 903 Automatic Sprinkler Systems, as follows:

903.2.14 Occupancies with substandard fire flow or access. Automatic fire sprinkler systems shall be required in all occupancies with substandard fire flow or access such as flag-lots, substandard road widths, private bridges, private roads and roads of ~~12~~10% grade or greater.

SECTION 912 FIRE DEPARTMENT CONNECTIONS

Subsections 912.2.1.1 Location Outside of Collapse Zone, 912.2.3 Hydrant Required and 912.2.3.1 Area Not to be Blocked are hereby proposed to be added as new Subsections to Section 912 Fire Department Connections, as follows:

912.2.1.1 Location outside of collapse zone. The fire department connection shall be located remote from the building and outside of the building collapse zone whenever practical, as determined by the Fire Marshal. This area should be clearly marked "FIRE LANE NO PARKING".

912.2.3 Hydrant required. A fire hydrant shall be located within 150 feet, when practicable as determined by the Fire Marshal, of all required and approved fire department connections unless specifically exempted by the Fire Marshal or CCFR.

CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS SECTION 1103 FIRE SAFETY REQUIREMENTS FOR EXISTING BUILDINGS

Subsection 1103.5.3 Group I-2, Condition 2 is hereby proposed to be amended by revising the text, as follows:

1103.5.3 Group I-2, Condition 2. In addition to the requirements of Section 1103.5.2, existing buildings of Group I-2, Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The automatic sprinkler system shall be installed as established by the adopting ordinance on January 1, 2026.

CHAPTER 36 MARINAS

Chapter 36, Marinas, is replaced in its entirety by the following:

SECTION 3601 GENERAL

3601.1 Scope. Marina facilities shall be in accordance with this chapter.

3601.1.1 Plans and approvals. Plans for marina fire-protection facilities shall be approved prior to installation. The work shall be subject to final inspection and approval after installation.

3601.1.2 Permits. Permits are required to use open-flame devices for maintenance or repair on vessels, floats, piers or wharves.

SECTION 3602
DEFINITIONS

3602.1 Definitions. For the purpose of this section, certain terms shall be defined as follows:

BERTH. An open (uncovered) waterside area defined by floats for the wet storage of a boat.

BOATHOUSE. A covered floating structure used primarily for the wet or dry storage of a boat.

FLOAT. A floating structure normally used as a point of transfer for passengers and goods, or both, which may be used for mooring purposes and may consist of, but shall not be limited to one or more of the following types:

1. **Finger Float.** Typically connected to a main or collector float (walkway) providing direct access to a vessel and may be used to define a berth:
2. **Main Float (Walkway).** Typically connected to a collector float (walkway) or the shore providing direct access to one or more finger floats, berths, or vessels; and,
3. **Collector Float (Walkway).** Connecting and providing direct access between two or more main floats (walkways).

GANGWAY. A variable slope[d] structure intended to provide pedestrian access between a fixed pier or shore and a floating structure.

MARINA. Any portion of the ocean or inland water, either naturally or artificially protected, for the mooring, servicing or safety of vessels and shall include artificially protected works, the public or private lands ashore, and structure or facilities provided within the enclosed body of water and ashore for the mooring or servicing of vessels or the servicing of their crews or passengers.

PIER. A structure built over the water, supported by pillars or piles, and used as a landing place, pleasure pavilion, or similar purpose.

VESSEL. A watercraft of any type, other than seaplanes on the water, used, or capable of being used as a means of transportation. Included in this definition are non-transportation vessels such as houseboats and boathouses and other vessels or floating structures that are otherwise open to the public.

WHARF. A structure or bulkhead constructed of wood, stone, concrete or similar building material at the shore of a harbor, lake, or river for vessels to lie alongside of, buildings to be built upon or piers or floats to be anchored to.

SECTION 3603
GENERAL PRECAUTIONS

3603.1 Combustible debris. Combustible debris and rubbish shall not be deposited or accumulated on land beneath marina structures, piers, or wharves.

3603.2 Sources of ignition. Open-flame devices used for lighting or decoration on the exterior of a vessel, float, pier, or wharf shall be approved by the chief.

3603.3 Flammable or combustible liquid spills. Spills of flammable or combustible liquids at or upon the water shall be reported immediately to the fire department or jurisdictional authorities.

3603.4 Rubbish containers. Containers with tight-fitting or self-closing lids shall be provided for the temporary storage of combustible trash or rubbish.

3603.5 Electrical equipment. Electrical equipment shall be installed and used in accordance with the Electrical Code as required for wet, damp, and hazardous locations.

SECTION 3604
FIRE PROTECTION

3604.1 General. Piers, wharves or floats with facilities for mooring or servicing five or more vessels, and marine motor vehicle fuel-dispensing stations existing either currently or hereafter shall be equipped with fire protection equipment in accordance with this section.

3604.2 Standpipes. Piers and wharfs shall be provided with fire protection in accordance with NFPA 303. Portions of floats more than 250 feet (76,200 mm) from approved fire apparatus access and marine motor vehicle fuel-dispensing stations shall be provided with an approved Class II automatic wet standpipe system installed in accordance with the provisions of Section 905 and this section. Standpipes providing protection for houseboats, vessels containing commercial occupancies or otherwise open to the public, boathouses utilizing combustible construction, marine motor fuel dispensing stations or other commercial occupancies shall be Class III. Other standpipes shall be Class II.

3604.2.1 Standpipe spacing. Standpipe hose connections shall be spaced along the length of floats such that the maximum travel distance from a standpipe connection to any portion of a float shall not exceed one hundred (100) feet. Each standpipe hose connection shall be provided with a riser assembly consisting of a 2-½ inch I.D. noncorroding metal gate valve, appropriate piping material, a 2-½ inch hose connection and a removal 2-½ inch x 1-½ inch hose connection reducer.

3604.2.2 Hose stations. Hose stations shall be provided at each standpipe connection and otherwise spaced to provide protection to any portion of floats or floating vessels. Hoses shall be mounted on a reel or rack and enclosed within an approved cabinet. Hose stations shall be labeled "FIRE HOSE-EMERGENCY USE ONLY". Equipment shall be approved by the chief.

3604.2.3 Fire department connections. At the shore end, the waterline shall be equipped with not less than a two-way 2-½ inch (63.5 mm) fire department inlet connection located not more than one hundred (100) feet from a fire hydrant capable of providing the required fire flow.

3604.2.4 Areas subject to freezing. Portion of waterlines subject to freezing temperatures shall be adequately protected against freezing in a manner acceptable to the fire marshal.

3604.2.5 Identification of standpipe outlets. Standpipe hose connection locations shall be clearly identified by a flag or other approved means designed to be readily visible from the pier accessing the float system.

3604.3 Fire extinguishers. One fire extinguisher having a minimum rating of 2A, 20-B:C, shall be provided at each required hose station. Additional fire appliances shall be installed and maintained as required by the fire marshal.

SECTION 3605
ACCESS AND WATER SUPPLY

3605.1 General. All portions of marinas shall be provided with fire apparatus access roads and water-supply systems with on-site fire hydrants. Such roads and water systems shall be provided and maintained in accordance with Sections 503.2, 508 and this section.

3605.2 Fire department access. Approved fire department access shall be provided to all portions of marinas.

3605.3 Fire apparatus access. Fire apparatus access roads shall be provided to the point of shore connection to all piers, wharves, gangways or floats providing access to or connecting any portion of a marina to the shore.

3605.4 Obstructions to fire department access. Where gates are installed that obstruct fire department access to any portion of a marina, such gates shall be openable such that required access widths are not

obstructed. Gates may be provided with a key, card or automatic locking device provided that a security keybox of type and common key approved by the chief of Clark County Fire & Rescue District containing keys, cards or other approved operating mechanisms is posted immediately next to the gate.

3605.5 Required fire flow. The minimum fire flow required for marinas shall be 1,000 gallons per minute delivered at 20 psi residual pressure for two hours' duration. Fire flow for marina structures other than piers, wharves and private vessels not open to the public shall be in accordance with Appendix B.

SECTION 3606 CONSTRUCTION

3606.1 General. All floats and gangways hereafter constructed, modified, located, relocated or attached to any marina facility shall be in accordance with this section.

3606.2 Personnel access/egress. All floats shall have direct access to an exit gangway constructed in accordance with this section. Floats which are more than 750 feet in length from approved fire apparatus access that provide access to houseboats or similarly inhabited vessels or commercial occupancies shall be provided with a minimum of two exit gangways separated by the maximum distance possible to minimize the possibility of more than one gangway becoming inaccessible. Where doors, gates or similar obstructions are placed across floats or exit gangways such gates shall be easily openable in the direction of egress without the use of a key or any special knowledge or effort.

3606.2.1 Structures or vessels containing commercial occupancies. Structures or vessels containing commercial occupancies shall be provided with exits in accordance with the building code for similar occupancies located on shore. Gangways connecting required exits from vessels to portions of marinas shall be in accordance with this section.

3606.2.2 Maximum length. The maximum length between approved fire apparatus access and the nearest point of any marina structure including floats shall not exceed 1,000 feet.

3606.2.3 Minimum width - Floats. Floats (walkways) shall have a minimum unobstructed width of six (6) feet, except for finger floats, which may be three (3) feet in width. A two- (2) foot wide walk shall be provided on at least one side of all houseboats.

3606.2.4 Minimum width - Gangways. Gangways shall have a minimum unobstructed width of five (5) feet when a single gangway is required and four (4) feet when more than one gangway is required. Gangways shall be provided with guardrails and handrails as required by the building code. Intermediate landings shall not be required for gangways.

Exception: Gangways serving an occupant load less than ten (10) and gangways serving only recreational boat launching and transient tie-up facilities need not be more than four (4) feet in width.

3606.3 Vessel and occupancy separations. All houseboats or similarly occupied vessels and attached covered boatwells, commercial occupancies and vessels containing commercial occupancies newly placed, moored, moved, relocated, constructed or substantially remodeled or modified to the extent that the value of the new construction exceeds sixty percent (60%) of the structure's original value, within a marina shall be separated from other vessels or occupancies in accordance with this section.

3606.3.1 Houseboats (Floating Homes) - Distance between. Houseboats and attached covered boatwells and similarly occupied vessels shall be separated from other vessels, boathouses or occupancies by a distance of not less than ten (10) feet as measured between the nearest vertical exterior wall surface, nor less than eight (8) feet between the furthest roof projection. Separation distances may be reduced to six (6) feet between exterior wall surfaces and four (4) feet between roof projections when one of the following is provided:

1. An approved sprinkler system is installed in the houseboat(s).

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2. Exterior facing walls of the houseboat(s) are of one-hour fire resistive construction with openings protected in accordance with the building code.

3606.3.2 Boatwells Occupancy separation. Covered boatwells attached to houseboats or similarly occupied vessels shall be separated from the houseboat or other vessel by one-hour fire resistive construction on the exterior sides of walls facing the boatwell.

3606.3.3 Other uses and occupancies. Occupancies or vessels containing occupancies shall otherwise be provided with separations from other occupancies, vessels or vessels containing occupancies consistent with the building code for similar uses located on shore.

SECTION 3607 TRANSMISSION OF ALARMS

3607.1 General. Means shall be available for the immediate notification of the fire department.

SECTION 3608 MARINE MOTOR VEHICLE FUEL-DISPENSING STATIONS

3608.1 Fuel-dispensing. Marine motor vehicle fuel-dispensing stations shall be in accordance with Chapter 23.

SECTION 3609 IDENTIFICATION

3609.1 General. Access to all portions of marinas existing either currently or hereafter shall be clearly identified in accordance with this section.

3609.2 Signs. Signs required by this section shall be approved by the chief of Fire & Rescue District prior to installation, shall be durable, weather resistant and of sufficient size and color as to be readily discernible by emergency responders. Unless otherwise approved, letters and numbers on signs required by this section shall be a minimum of six (6) inches in height and a three-quarter ($\frac{3}{4}$) inch stroke on a contrasting background. Larger signs may be required when necessary to clearly identify portions of the marinas for emergency responders.

3609.3 Site identification. All marinas shall be identified by name and address from the street on which they front by signs or other approved means posted at or near the point of emergency vehicle access. A sign containing a map identifying marina piers, wharves, floats structures and facilities and their locations shall be posted at the marina entrance.

3609.4 Gangway/access identification. The head of each gangway or other structure providing access to marina structures shall be provided with a sign containing a map of the portions of the marina served by the gangway clearly indicating the floats, walkways, public occupancies or other portions of the marina accessible by the specific gangway or other access structure.

3609.5 Float identification. Main floats throughout the marina shall be clearly identified using an alpha-numeric process or other method approved by the chief of Fire & Rescue District. Such identification shall be by signs posted where the main float connects to a collector float, on marina structures or other approved areas that are clearly visible and legible from the fire apparatus access point and/or where otherwise necessary to clearly identify and indicate travel paths. Additional signs may be required to clearly identify the access to floats.

CHAPTER 56 EXPLOSIVES AND FIREWORKS

SECTION 5601 GENERAL

Subsection 5601.2.3.1 Manufacture Prohibited is hereby proposed to be added as new Subsection to Section 5601 General, as follows:

5601.2.3.1 Manufacture prohibited. The manufacture of explosives or explosive material shall be prohibited within the City of Ridgefield.

CHAPTER 57
FLAMMABLE AND COMBUSTIBLE LIQUIDS

SECTION 5704
STORAGE

Subsection 5704.2.9.6.1 Locations Where Above-Ground Tanks are Prohibited is hereby proposed to be amended by revising the text and by adding two Exemptions as enumerated by the number's 1 & 2, as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. The storage of Class I and Class II liquids in aboveground tanks outside of buildings is prohibited within the City of Ridgefield.

Exceptions:

- (1) Aboveground storage of motor fuels for dispensing into the fuel tanks of motor vehicles and boats at a marina shall be in accordance with Section 3608
- (2) Storage as authorized by Section 5706.2., Storage and dispensing of flammable and combustible liquids on farms and construction sites.

CHAPTER 58
FLAMMABLE GASES AND FLAMMABLE CRYOGENIC FLUIDS

SECTION 5806
LIMITATIONS

Subsection 5806.2 Limitations is hereby proposed to be amended by revising the text, as follows:

5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings in the City of Ridgefield is prohibited within the city Limits, except as approved by the Fire Marshal.

CHAPTER 61
LIQUID PETROLEUM GASES

SECTION 6104
LOCATION OF CONTAINERS

Subsection 6104.2 Maximum Capacity Within Established Limits is hereby proposed to be amended by revising the text, as follows:

6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas within the City of Ridgefield, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7,570 L).

[APPENDIX D](#)
[FIRE APPARATUS ACCESS ROADS](#)

[SECTION D103.6.3](#)
[SPACING BETWEEN SIGNS](#)

Subsection D103.6.3 Spacing Between Signs is hereby proposed to be added as follows:

D103.6.3 Spacing Between Signs. When required by this code, “No Parking – Fire Lane” signs shall be spaced no further than 100 feet between signs.

SECTION D107

ONE-OR-TWO FAMILY RESIDENTIAL DEVELOPMENTS

SECTION D107.1

ONE-OR TWO-FAMILY DWELLING RESIDENTIAL DEVELOPMENTS

Subsection D107.1 One- or Two-Family Dwelling Residential Developments is hereby proposed to be amended by the following:

D107.1 One- or Two-Family Dwelling Residential Development. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 where there is only one approved fire apparatus access road, shall be provided with the following approved fire access and fire protection requirements.

1. 31 to 60 dwelling units shall be provided with a minimum of one approved fire apparatus access road and shall be equipped throughout with an approved automatic fire sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.
2. 61 to 99 dwelling units shall be provided with a minimum of one approved fire apparatus access road, one emergency access road meeting section D103.5 (Gates) and D107.2 (Remoteness), and shall be equipped throughout with an approved automatic fire sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3
3. 100 or more dwelling units shall have two approved fire apparatus access roads meeting all requirements of Appendix D and shall meet section D107.2 (Remoteness).

(Ord. No. 1209, § 2(Exh. A), 5-26-2016; Ord. No. 1260, § 2(Exh. A), 4-26-2018; Ord. No. 1266, § 2(Exh. A), 9-13-2018; Ord. No. 1344, § 2(Exh. A), 6-10-2021)

14.03.060 Documents to be filed and available for public inspection.

The codes, appendices, and standards set forth in this chapter shall be filed with the city clerk and a copy made available for use and examination by the public, pursuant to RCW 35A.12.140.

(Ord. No. 1209, § 2(Exh. A), 5-26-2016)

14.03.070 Severability.

If any provision of this code or its application to any person or circumstance is held invalid, the remainder of the code or its application of the provision to other persons or circumstances is not affected.

(Ord. No. 1209, § 2(Exh. A), 5-26-2016)

14.03.080 Repealer.

All ordinances or resolutions, or parts of ordinances or resolutions, in conflict with this chapter are repealed.
(Ord. No. 1209, § 2(Exh. A), 5-26-2016)

14.03.090 Effective date.

This chapter shall go into effect five calendar days after adoption and publication pursuant to law.
(Ord. No. 1209, § 2(Exh. A), 5-26-2016)

Chapter 14.24 BUILDING CODE—FIRE ZONE REGULATIONS

Sections:

14.24.010 Fire zone—Area.

All of those certain tracts, parcels or lots of land being in the town and described as follows shall be deemed the fire zone of the town; the tracts being more particularly described as follows:

Beginning at the intersection of the east line of the right-of-way of the Northern Pacific Railroad and the centerline of Mill Street; thence south along the east line of said Northern Pacific Railroad right-of-way to the intersection of Sargent Street produced; thence east along said Sargent Street produced and Sargent Street to the centerline of Fourth Street; thence north along said centerline of Fourth Street to Mill Street; thence west along the centerline of Mill Street to the place of beginning and also the property abutting on Main Street with its intersection with Mill Street north to its intersection with Mill Street north to its intersection with Division Street.

(Ord. 956 § 3 (part), 2007; Ord. 146 § 12, 1948).

Chapter 14.32 BUILDING CODE—AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) GREEN BUILDING CERTIFICATION

14.32.010 Purpose.

Ridgefield's Green Building Program encourages new homes to be built to high levels of energy efficiency, conserve and use less water, and use healthier materials in the construction. The program uses any green building program that has been certified by the American National Standards Institute (ANSI), as amended, and third party verification, to verify the homes achieve the required standards as contained in the certified green building program.

(Ord. No. 1254, Exh. 1, 12-7-2017)

14.32.020 Adoption.

The city adopts, by reference, the current edition of the National Green Building Standard (NGBS) as its green building reference standard. Any green building program that meets the ANSI requirements will, at the time of

ANSI certification, also be adopted by reference. This standard is to be used by builders on a voluntary basis and compliance with this standard shall not be construed as creating any mandatory obligation.

(Ord. No. 1254, Exh. 1, 12-7-2017)

14.32.030 Rebate.

Applicants that choose to develop under the NGBS requirements, or any other green building program certified by ANSI, will receive a ten percent rebate of building permitting fees for residential building permit applications for the structure utilizing the standard. An additional rebate of ten percent of building permitting fees for residential permit applications shall issue for homes that incorporate the concept of visitability. For the purposes of this chapter visitability is defined as single family or multi-family dwelling that are designed in such a way that people with mobility challenges can live or visit the dwelling without extensive re-modeling required.

1. Rebates apply to residential building permitting fees, including plumbing and mechanical permits, only. Rebates do not include impact fees, system development charges or the Washington State surcharge.
2. To receive a green building rebate applicants must provide the city with a certificate verifying third party review of the chosen green building program. The certificate must be submitted to the community development department and must be accompanied by a cover sheet indicating the building permit file number the certificate applies to, the address of the applicable structure, lot number, primary contact person, mailing address and phone number.
 - a. Rebates shall only be processed by check, credits toward future building permits will not be available.
3. To receive a visitability rebate applicants must construct the residence with (a), (b), (c) and (d) below as verified by the city of Ridgefield building official or designee.
 - a. A no-step entry way connected to an accessible route to the driveway or sidewalk; and,
 - b. All doorways and hallways have a minimum clear width of thirty-six inches and lever handles instead of door knobs; and
 - c. Bathroom on the main floor with reinforced wall backing for secure attachment of grab bars and adequate space for a walker or wheelchair; and
 - d. Light switches, electrical outlets, thermostats and other environmental controls mounted no higher than forty-eight inches and no lower than eighteen inches above finished floor.

(Ord. No. 1254, Exh. 1, 12-7-2017)

Chapter 14.56 UTILITIES AND UTILITY POLES

Sections:

14.56.010 Public utility defined.

The words "public utility" as used in this chapter mean and include any person, firm or corporation, either public or private engaged in the business of furnishing electric light and power, telephone, telegraph, or television service to customers within the town, and which uses the streets and alleys and other public places of the town, whether by franchise or otherwise, for the erection and maintenance of poles and wires for the transmission of electric energy or of telephone or telegraph messages or television program.

(Ord. 163 § 1, 1952).

14.56.020 Pole erection—Conformance required.

Except as hereinafter provided it is unlawful for any public utility engaged in the business of furnishing electric light and power, telegraph and telephone or television service, to hereafter erect any poles in the town, except in conformity with the following regulations:

- A. Except as hereinafter provided or as may be prohibited by the laws of the state of Washington, including applicable regulations of the Department of Labor and Industries, all public utilities operating in the town, shall use jointly the same poles whenever such utilities occupy the same street or streets or alley or alleys, in the town or parts thereof;
- B. Poles between street intersections shall be erected at the property line whenever possible.

All new pole lines, particularly in new subdivisions, shall be erected in alleys or on private rights-of-way off streets wherever possible and practical;
- C. Whenever the adequacy of service or safety of the public shall render it necessary or advisable, the town council by written permit, may allow the installation of separate pole structures on opposite sides of streets and avenues, and public utilities shall have the right to install guy stubs and anchors on opposite sides of such streets and avenues in conformity with the provisions of such written permit; provided, however, such written permit shall be granted only in cases where there is no other reasonable way to adequately maintain the stability of the pole structures or to avoid hazards to the general public.

(Ord. 163 § 2, 1952).

14.56.030 Applicability.

The provisions of this chapter shall apply to the erection, installation, maintenance and operation of all public utility poles, pole lines, circuits or conductors erected or installed from and after the effective date hereof, except replacement of damaged poles made necessary for public safety, and all other such facilities heretofore installed and existing and in place as of the date hereof shall be made to conform to such provisions not later than January 1, 1961.

(Ord. 163 § 3, 1952).

14.56.040 Compliance required—Exceptions.

Where compliance with this chapter would compel any public utility engaged in the telephone or television business to jointly occupy with its lines any poles carrying electric power conductors energized at a voltage in excess of twelve thousand four hundred seventy volts alternating current between conductors, or seven thousand two hundred volts to neutral or ground, such company shall be permitted to construct and maintain a separate pole line on the opposite side of the street from that occupied, or to be occupied by such power poles. It is further provided that where poles are jointly occupied by power and telephone and/or telegraph lines the power voltage shall not exceed the limits above described except by expressed permission of the other joint users involved. Where, in accordance with the provisions of this section, a pole line or other structure is maintained separate and apart from pole lines supporting power lines, nothing in this chapter shall be construed to prohibit the occupancy of the telephone poles or other structures by local or exchange telephone facilities. The erection of poles on any new streets which may hereafter be established shall be in such locations as shall be determined by the street committee of the town council of the town.

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(Supp. No. 98)

(Ord. 163 § 4, 1952).

14.56.050 Readjustment—Compensation.

Whenever compliance with this chapter compels any public utility to attach its wires and facilities to poles owned by another utility or utilities, the owner or owners of such poles shall be entitled to just and reasonable compensation for their use by the new occupant, including the cost of resulting readjustment, if any, of existing facilities on such poles, such compensation and cost to be determined by agreement among the interested public utilities, if possible. Failure to reach such agreement shall not, however, postpone or delay the obligation of utilities affected to comply herewith, leaving the question of compensation to be adjudicated in such action or actions as the public utilities interested may institute for such purpose.

(Ord. 163 § 5, 1952).

14.56.060 Compliance.

Nothing in this chapter contained shall prevent any of the utilities affected thereby from compliance therewith in advance of the date fixed herein for such compliance.

(Ord. 163 § 6, 1952).

14.56.080 Consumer provided equipment—Requirements.

Consumer provided telephone equipment installed within the city of Ridgefield, must access the 911 emergency telephone system terminating at Clark Regional Communications Agency.

(Ord. 418, 1982).

Chapter 14.60 HOUSE NUMBERS

Sections:

14.60.010 Numbering plat.

All houses, residences and places of business within the city shall be numbered in accordance with Ridgefield Municipal Code Sections 12.08.110, et seq. All homes, buildings, residences and places of business hereafter constructed shall be assigned such number as the clerk of the city shall designate in the permit granted for such construction.

(Ord. 596 § 5, 1991: Ord. 145 § 1, 1948).

14.60.020 Display and visibility of numbers.

All homes, buildings, residences, and places of business shall prominently display the number assigned to them by the clerk of the city in accordance with Section 14.60.010 which number shall be not less than four inches in height, visible and legible from the city street and prominently displayed at a height from the ground that is readily seen from a motor vehicle.

(Ord. 535 § 1, 1989).

Chapter 14.72 PUBLIC WORKS CONSTRUCTION

Sections:

14.72.010 Reserved.

Editor's note(s)—Ord. No. 1352, § 2(Exh. A), adopted Nov. 4, 2021, repealed § 14.72.010, which pertained to standards adopted and derived from Ord. 347, § 1, adopted in 1975.

Chapter 14.84 MANUFACTURED HOUSING REGULATIONS

Sections:

14.84.010 General installation requirements for mobile homes.

- A. All mobile homes and factory-built homes shall be installed in compliance with the national manufactured housing procedural and enforcement regulations in subparts F and I of 24 C.F.R. Part 3282 adopted as of April 1, 1982, which are incorporated into this chapter by reference.
- B. A HUD-labeled mobile home or factory-built home shall be installed in compliance with the mobile home manufacturer's installation recommendations, provided that said recommendations must have been approved by HUD; provided further that in the event regulations of Washington State are greater than HUD regulations then Washington state regulations shall be primary. The manufacturer shall send two copies of its approved installation recommendations to the purchaser of the home. Copies shall be in the home and available at the time of inspection. A home not labeled by HUD may be installed in accordance with installation recommendations provided by a professional engineer or architect licensed in the state of Washington and in accordance with the regulations of the state of Washington.
- C. To the extent that the installation of a mobile home or factory-built home is not covered by a manufacturer's, engineer's or architect's recommendations, the home installation shall comply with the installation requirements set out in WAC 296-150B-225 through 296-150B-255 and local ordinances.
- D. No person, firm, partnership, corporation or other entity may install a mobile home or factory-built home unless he, she or it owns the home, is a licensed mobile or factory-built home dealer, or is a contractor under RCW Chapter 18.27.
- E. In those areas that are: (1) recognized as floodplains by the State Department of Ecology or the Federal Emergency Management Agency; or (2) hazardous because of the probability of earthquakes, ground slides, avalanches or high winds, the building official may set more restrictive requirements as are necessary to lessen the hazards.
- F. **Manufactured Homes.** A manufactured home shall be limited in use to the occupancy it was built to accommodate.
- G. **Accessory Buildings.** Accessory buildings shall be classified as to occupancy and construction as set forth in the Uniform Building Code and local ordinances.
- H. **Property Regulations.** Manufactured homes and accessory buildings shall be located on the property in accordance with all other applicable codes and ordinances of this jurisdiction.

(Ord. 647 § 1, 1994).

14.84.020 Installation permits and fees.

The owner or the installer of a mobile home or factory-built home must obtain an installation permit from the building department before he/she or it installs a mobile or factory-built home that will be used as a residence on a building site. A dealer shall not deliver a mobile or factory-built home to the building site until it has verified that the owner or installer has obtained an installation permit for the home. Installation permit procedures and permit fees are outlined as follows:

- A. Inspection fees for mobile homes or factory-built structures (with state tags) and all other portable structures shall ~~be one hundred and ten dollars per section or unit~~ be calculated per the adopted master fee schedule and shall be paid at the time of application for a permit.
- B. Fees for issuance of a permit for mobile homes or factory-built structures and all other portable structures shall be ~~thirty dollars which~~ calculated per the adopted master fee schedule and shall be paid at the time of application for the permit.
- C. ~~Permit issued will be for a foundation and attachment of the manufactured home to the foundation only which and will include water service.~~

(Ord. 647 § 2, 1994).

14.84.030 Inspections.

- A. The installer, under a legal installation permit, shall request an inspection after all aspects of the installation, other than installation of the foundation fascia, have been completed. The building inspector shall inspect the installation within five business days after receiving the request. If the initial inspection has not been completed within five business days, the tenant or owner may occupy the mobile home at their own risk. Occupancy before inspection does not imply approval.
- B. The building inspector shall approve the installation of a mobile home, and allow the mobile home to be occupied if the installation complies with the installation requirements of this chapter and the conditions of the installation permit.
- C. If the installation does not comply with the installation requirements of this chapter and the conditions of the installation permit, the building inspector shall provide the installer with a list of corrections that the installer must make. The list of corrections shall state a date by which the corrections must be completed. If the items that require correction do not endanger the immediate health or safety of the occupants, or substantially affect the habitability of the mobile home, the building inspector may permit the owner of the mobile home to occupy it.
- D. ~~The building inspector shall only inspect the foundation and attachment of the mobile manufactured home to the foundation. The building inspector shall not inspect the home itself as ,it is required to has been approved~~ be approved by the Department of Labor and Industries before the placement of the home.

(Ord. 647 § 3, 1994).

14.84.040 Requirements of local jurisdiction.

Pursuant to the adoption of this chapter, the city will enforce these regulations governing the installation of mobile homes and factory-built homes.

(Ord. 647 § 4, 1994).

14.84.050 Water and sewer connection.

- A. All mobile homes or factory-built structures must connect to the city sanitary sewage system and the city water system at the time of their installation. Each connection shall be suitable for such purposes and shall comply with all applicable health codes and shall be designed to prohibit leakage of sewage from the connection. All workmanship and materials used by those persons seeking connection must be of a type and quality regularly used in connection with similar sewage and water lines and shall be consistent with all applicable codes and health regulations. Prior to connection to the city water or sewerage system, the superintendent of public works shall inspect and approve the sewage line, including the design, workmanship and material to the sewage and water line.
- B. System development charges for all new connections to the city water system and the city sanitary sewage system for mobile homes and factory-built homes shall be in the amount as set forth in Chapter 13.08 for residence and shall be paid at the time of application for an installation permit.

(Ord. 647 § 5, 1994).

14.84.060 Building site preparation.

A mobile home or factory-built home may not be installed at a building site unless the ground at the site has adequate compaction and load bearing ability to meet the support requirements of WAC 296-150B-230. The installer, or if the building site is in a mobile home park, the park owner, must ensure that the ground on which a mobile or factory-built home is to be installed has been improved as necessary to provide a proper base for the home, and that the area beneath the home has adequate drainage.

(Ord. 647 § 6, 1994).

14.84.070 Foundation system footings.

- A. Footings shall be constructed of:
 - 1. Solid concrete or an approved alternate that is at least three and one-half inches thick by sixteen inches square; or
 - 2. Two eight inch by sixteen inch by four inch solid concrete blocks that are laid with their joint parallel to the main frame longitudinal member.
- B. Footings shall be:
 - 1. Evenly bedded and level;
 - 2. Placed on firm, undisturbed or compacted soil that is free of organic material;
 - 3. Centered in a line directly under the main frame longitudinal members on both sides of a mobile home; and
 - 4. Spaced not more than eight feet apart, and not more than two feet from the ends of the main frame. A closer spacing may be required, depending on the load bearing capacity of the soil.
- C. A mobile home or factory-built home with more than one section must have centerline blocking at end walls and at any other part of connection of the sections of the mobile home that are a ridge beam bearing

support. Blocking is also required at both ends of a door opening that is six feet or more wide in an exterior wall.

- D. If a mobile or factory-built home requires footings on its exterior perimeter, the footings shall be installed below the frost line. Footings for the main frame longitudinal members must be recessed only if frost heave is likely to occur.
- E. Footings shall be constructed so that seventy-five percent of the area under the mobile home has at least eighteen inches clearance between the main chassis members and the ground level. The area beneath furnace crossovers and fireplaces, however, must always have at least eighteen inches clearance. At no point under the mobile home shall the clearance be less than twelve inches.

(Ord. 647 § 7, 1994).

14.84.080 Foundation system piers.

An installer must build and position piers and load bearing supports or devices to distribute the required loads evenly. An installer may use manufactured piers or load bearing supports or devices that are listed and approved for the intended use, or may build piers that comply with the following requirements. All blocks must be concrete blocks.

- A. A pier may be made of a single stack of eight inch by sixteen inch blocks if the blocks are not stacked more than three blocks high. A pier made of a single stack of blocks shall be installed at a right angle to the main frame longitudinal member, and shall be capped with no more than 2 two inch by eight inch by sixteen inch wood blocks or one four inch by eight inch by sixteen inch concrete block.
- B. A pier may be made of a double stack of eight inch by sixteen inch blocks if the blocks are not stacked more than five blocks high. Each row of blocks in such a pier shall be stacked at right angles to the abutting rows of blocks. A wood block must be of hem-fir, Douglas fir or spruce pine fir. The pier shall be capped with 2 two inch by eight inch by sixteen inch wood or concrete blocks. The pier shall be installed so that the joint between the cap blocks is at right angles to the main frame longitudinal member.
- C. A pier may be made with more than five rows of blocks if the stacked blocks are filled with two thousand psi concrete or mortar. A licensed architect or professional engineer must approve a foundation system that includes a pier that is higher than seventy-two inches (nine blocks) high, or in which more than twenty percent of the piers exceed forty inches (five blocks) high.
- D. All blocks shall be set with the cores placed vertically.

(Ord. 647 § 8, 1994).

14.84.090 Foundation system plates and shims.

An installer may fill a gap between the top of a pier and the main frame with a wood plate that is not more than two inches thick and two opposing wedge shaped shims that are not more than two inches thick. Wood plates and shims must be of hem-fir, Douglas fir or spruce pine fir and must be at least four inches wide and six inches long and must be a pressure treated material. The installer shall fit the shim properly and drive it tight between the wood plate or pier and the main frame to ensure that the mobile home is level and properly supported at all load bearing points. A block that abuts a wedge shim shall be solid.

- A. Components of the anchoring system shall have a resistance to weather deterioration that is at least equivalent to that of a zinc coating that is not less than 0.3 ounces per square foot of coated surface. Cut edges of zinc-coated strapping do not need to be coated.

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- B. An installer shall install, reload and adjust a ground anchor in accordance with the anchor manufacturer's instructions. The installer must supply a copy of the instructions to the building department. A ground anchor, when installed, must be able to resist a working load of three thousand one hundred fifty pounds in the direction of the tie, plus fifty percent overload (four thousand seven hundred twenty-five pounds total) without failure. Failure occurs if the point of connection of a vertical tie to an anchor is withdrawn more than two inches at three thousand one hundred fifty pounds, or when the point of connection of a diagonal tie is moved more than four inches horizontally when a load of three thousand one hundred fifty pounds is applied at forty-five degrees from the horizontal. Ground anchors shall be marked with the manufacturer's identification and model number in a location that is visible after the anchor is installed. The manufacturer of a ground anchor must provide instructions with each anchor that specify the kinds of soil for which the anchor is suitable.
- C. If concrete slabs or continuous footings are used to transfer the anchoring loads to the ground, the following requirements apply:
1. Steel rods cast in concrete shall be able to resist the loads and corrosion as specified for ground anchors.
 2. A deadman anchor may be used in place of a listed anchor. It shall be constructed of solid concrete at least six inches in diameter and two feet long; reinforced with two number four deformed steel rods; installed at least five feet below the surface of the ground.
 3. A concrete slab may be used in place of a ground anchor if it provides holding strength equal to that required for ground anchors.
- D. Ties and Connections.
1. Ties shall be of cable, strapping or other approved materials. Ties shall be fastened to ground anchors and drawn tight with turnbuckles, yoke fasteners or other approved tension devices.
 2. Tension devices shall end in clevis, forged or welded eyes. Hood ends are not permitted. Tension devices shall be designed to prevent self-disconnection if the tie becomes slack. Cable tie eyes shall be secured with two U-bolt cable clamps or an approved equivalent.
 3. Tie materials must resist a working load of three thousand one hundred fifty pounds with no more than two percent elongation, and must withstand a fifty percent overload (four thousand seven hundred twenty-five pounds total).
 4. Ties shall connect the ground anchor to the main frame longitudinal member. Ties may not connect to steel outrigger beams that fasten to the main frame, unless the manufacturer's installation instructions specifically approve the connection.
 5. Diagonal ties must lie at least forty degrees from the vertical. If a vertical tie is not substantially vertical, the anchor must be placed outboard of the tie's connection to the main frame.
 6. A cable frame tie shall be connected to the main frame by a five-eighths inch drop forged, closed eye bolt through a hole drilled in the center of the I-beam web, or by an approved alternative. The installer shall reinforce the web if necessary to maintain the strength of the I-beam.
 7. The installer shall space the ties as evenly as practical, and shall locate a tie within eight feet of each end of the mobile home. The installer may attach two or more ties to a single ground anchor if the anchor can carry the total required load. The installer shall install vertical ties at each detached corner of a clear-story roof and of add-on sections of expandable mobile homes.
 8. As a minimum, the installer shall install the following number of ties for each I-beam or other main frame longitudinal member:

Length of Home (Excluding Hitch)	Number of Vertical Ties	Number of Diagonal Ties
32 to 54	2	3
55 to 73	2	4

Multiple section mobile homes require only diagonal ties. Vertical ties are not required.

(Ord. 647 § 9, 1994).

14.84.100 Assembly.

A. 1. Sections of a multiple section mobile home or factory-built home shall be aligned, closed and securely fastened at the required points along the ridge beam, end walls and floor line. Heat ducts, electrical connections and other fixtures and connections required between sections of a home shall be properly installed. The floor of the home shall be level within the tolerances given in the following table.

2. Tolerances may not exceed the following amounts (L equals the clear span between supports, twice the length of a cantilever):

Floor	L/240
Roof and ceiling	L/180
Headers, beams, girders (vertical loads)	L/180
Walls and partitions	L/180

B. The installer shall provide adequate clearance to ensure that the crossover heat duct does not touch the ground and is not compressed. The installer shall insulate and seal areas of potential air leaks to ensure that the mobile home is airtight, and shall seal areas of potential water leaks with metal flashing or trim, if required, and with putty tape or other approved caulking to ensure the home is watertight.

C. The water pipe connection to the mobile or factory-built home shall have a main shutoff valve in compliance with CFR-24 3280.609(b) adopted as of April 1, 1982. In all other aspects, utility connections to the mobile home, including water, sewer, electricity and gas, shall comply with local codes. Accessory structures attached to or located next to home, such as awnings, carports, garages, porches or steps, shall be constructed in conformance with local codes.

(Ord. 647 § 10, 1994).

Chapter 14.96 MOORAGES AND FLOATING STRUCTURES

14.96.010 Purpose.

The purpose of this chapter is to provide minimum standards to safeguard life, limb, property, and public welfare regulating the design, construction, location, relocation, quality and use of materials, and use and occupancy of all floating structures, including but not limited to walks, ramps, buildings, and the moorage used in conjunction therewith.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.020 Scope.

The provisions of this chapter shall apply to construction, location, relocation, use and occupancy of all floating structures. This moorages and floating structures code shall not apply to vessels and unoccupied floating structures that are not in conflict with the purpose of this code as determined by the building official.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.030 Definitions.

For the purpose of this chapter, certain terms are defined as follows:

"Addition" means an increase in the floor area or height of a structure or building.

"Alteration" means any change or modification of an existing structure.

"Berth" means the mooring of a boat alongside a bulkhead, pier, or between piles. See also "slip."

"Boathouse (covered mooring site)" means a floating structure used to house or shelter a vessel or vessels.

"Chapter" as used in this moorage and floating structures code means the current edition of the International Building Code.

"Combo" means a boathouse-floating home combination.

"Dry hydrant" means a permanently installed suction pipe that extends from the water supply to a point above ground to make static suction water supply more accessible to fire district pumpers.

"Fire apparatus access roads" means roads providing the driving surface for fire district vehicles responding to an emergency, extending from a public right-of-way to a point nearest a moorage or marine gangway or pier.

"Floating home" means a floating structure that is designed and built to be used as a stationary waterborne residential dwelling, has no mode of power on its own, is dependent for utilities upon a continuous utility linkage from a source originating on shore, and has a permanent continuous connection to a sewage system on shore.

"Floating structure" means any structure, supported wholly or partially by flotation, including but not limited to boathouses, floats, walkways, gangways, and ramps, but not including vessels.

"Gangway" means a variable slope structure intended to provide pedestrian access between a fixed pier or shore and a floating structure.

"Marina" means floating structure(s) used primarily for the service, and/or repair, sale or moorage of vessels in berths, but may include other occupancies.

"Moorage (marina)" means a site used for the mooring of one or more floating structures or vessels and includes the land used in conjunction therewith.

"Moorage site" means a site within a moorage which is designed to be used, or which is used for the mooring of a vessel, boathouse, house boat, or any occupiable floating structure.

"Mooring" means the fixing of a vessel or floating structure in one location temporarily or permanently by anchoring, grounding or any other means.

"New construction" means a new building or structure or an addition to an existing building or structure.

"NFPA" as used in this chapter means the adopted rules and regulations of the National Fire Protection Association, including specifically without limitation NFPA 14 for sprinkler systems.

"Pier" means a nonfloating fixed platform extending out over the water from shore to which gangways are usually attached.

"Ramp" means a fixed sloped structure providing pedestrian access between portions of a moorage which are at different elevations.

"Repair" means the reconstruction or renewal of any part of an existing structure for the purpose of its maintenance.

"Sewage" means all water carrying waste discharged for sanitary facilities.

"Slip" is an area at a boatyard or marina that is used to moor a boat, or floating home, and is directly accessible from land and arranged to permit access to each boat, or floating home, from a fixed or floating pier. See also "berth."

"Standard operating procedure" means basic operating principles routinely used by the building department in a particular situation.

"Tender house" means a nonhabitable, floating accessory building.

"Transient tie-up" means a floating structure used exclusively for the open moorage of pleasure boats on a short-term, maximum seventy-two-hour stay.

"Vessel" means a water craft, barge, boat, or ship of any size used primarily for transportation means or conveyance.

"Walk" means a fixed portion of a floating home structure providing access to and around a floating home.

"Walkway" means a floating structure either covered or open and used as a means of access to a mooring site. There are three specific types referenced in this code:

1. "Fingerfloat" means a finger-like floating structure, usually attached perpendicular to a main walkway, which physically defines a berth and provides direct pedestrian access to and from a berthed boat or floating home.
2. "Main walkway" means a floating structure to which several fingerfloats are attached, thereby providing direct pedestrian access between the berths and marginal walkways or shore.
3. "Marginal walkway" means a floating structure which provides pedestrian access between two or more main walkways and shore.

"Waterway" means an open unobstructed water available for vessel access to a mooring site.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.040 General code and fire compliance.

- A. Floating structures and moorages shall comply with these specific regulations as well as all applicable codes and all regulations of the city, county, state, and federal governments regarding floating structures.
- B. Floating home moorages shall be provided with fire extinguishing equipment as follows:
 1. Portable fire-protection equipment. One portable fire extinguisher of the ordinary moderate hazard type having a minimum rating of 2A 20-BC, shall be provided at each required standpipe hose connection within seventy-five feet of all portions of piers, wharves and floats. If applicable, an additional portable fire extinguishers, suitable for the hazards involved, shall be provided and maintained in accordance with Section 906 and NFPA 10.

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2. Standpipes. Marinas and boatyards shall be equipped throughout with standpipe systems in accordance with NFPA 303. Systems shall be provided with hose connections located such that no point on the marina pier or float system exceeds one hundred fifty feet (forty-five thousand seven hundred twenty millimeters) from a standpipe hose connection. A manual Class I (Dry) standpipe system in accordance with NFPA 14, if approved by the fire code official, shall be provided for piers, wharves and floats if the hose lay distance from the fire apparatus to the most remote accessible portion of the pier, wharf or float exceeds one hundred fifty feet (forty-five thousand seven hundred twenty millimeters). Standpipe hose connection locations shall be clearly identified by a flag or other approved means designed to be readily visible from the pier accessing the float system.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.050 Floating structures.

- A. General. Every floating structure constructed, erected, enlarged, altered, conveyed, or moved into this jurisdiction after the effective date of this code shall be in compliance with this chapter and other pertinent laws and ordinances. Repair of an existing structure is an exception to this chapter.
- B. Permits Required. Prior to placement of a floating ~~structure, or structure or remodel and additions to the floating structure~~ the owner shall apply for a ~~placement building~~ permit from the building official. The owner shall furnish the building official with a location drawing, showing the general dimensions of the structure and its proposed place of location. If the proposed dimensions for siting are within the code, the building official shall issue a placement permit to the owner. No owner of a floating structure shall place a floating structure in a moorage without having first obtained a ~~placement building~~ permit from the building department. No owner or person in control of a moorage shall permit or allow the placement of a floating structure in any moorage owned or controlled by them without the permit issued by the building department having been presented to them, and a copy thereof retained for their records.

~~Within thirty days of placement~~When placement or any construction is completed on of the floating structure, the owner shall apply for final inspection and approval with the building official. The final inspection shall be based on the following:
 1. Safety Inspection. The structure shall be determined to be in good repair, safe and sanitary condition, and constructed in accordance to sound engineering practices and in conformance with applicable building codes.
 2. Mechanical Inspection. All permits must have been granted and all hookups must have been performed in a satisfactory manner to receive the building official's approval.
 3. Electrical Inspection. All electrical work shall be designed and installed in accordance with the Washington State Labor and Industries Electrical Permits and Inspections.
 4. Fire Safety Inspection. All fire safety requirements shall be in accordance with the Uniform Fire Code Appendix II-C, NFPA 303, and as required by this code.
- C. Occupancy Classification. The building official shall classify the occupancy of each floating structure.
- D. Construction Classification. The building official shall classify the construction type of each structure.
- E. Repair. All buildings and structures, both existing and new, and all parts thereof, shall be kept in good repair, constructed in accordance with sound engineering practices, and in a safe and sanitary condition. All electrical, plumbing and mechanical installations and devices shall be maintained in good serviceable condition. Any other devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or his designated agent shall be

responsible for the repair of buildings and structures to determine compliance with this subsection, the building official may cause any structure to be inspected.

- F. New residential structures shall be subject to the regulations and code requirements set forth in the International Residential Code whenever those regulations are applicable.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.060 Walkways and ramps.

- A. Construction. Walkways and ramps may be constructed of any materials allowed by this code.
- B. Design Criteria. Ramps and main walkways shall support a live load of one pounds per square foot with a maximum live load deflection of 1/240 of the span. Walkways shall support a live load of fifty pounds per square foot or a concentrated load of one thousand pounds placed on any space eighteen inches square. An example of a typical approved walkway section is shown in Exhibit A at the end of this section.
1. Main walkways shall be a minimum of seventy-two inches for the primary pedestrian ingress and egress.
 2. Ramps shall be a minimum of forty-eight inches in width for exits.
- C. Gangways, Ramps, Walks and Walkways. Minimum two-foot-wide walks shall be provided around all floating homes except those portions of structures where boats will be docked. Walks and walkways shall have a nonslip surface or surface cleats securely fastened in place with a maximum spacing center to center of one foot, six inches. The maximum ramp slope shall be one foot vertical to two feet horizontal measured from low mean water.
- D. Guardrails and Handrails. Guardrails and/or handrails shall be provided as per the State Building Code. For the application of the regulations, either land or water shall be deemed to be the adjacent surface.
- E. Illumination. Gangways, ramps, walks and walkways shall be illuminated by lights designed, constructed, and maintained to provide a minimum average of two and one-half foot candle of light per square foot at the walking surface at all times. This section applies to all gangways, ramps, and walkways except those used for recreational boat launching.
- F. Gangways shall have a minimum, unobstructed width of four feet and shall be provided with guardrails and handrails as required by the building code. Intermediate landings shall not be required for gangways. All gangways serving an occupant load less than ten, and gangways serving recreational boat launching and transient tie up facilities, need not be more than four feet in width.
- G. Walkways shall have a minimum, unobstructed width of six feet, except for finger walkways, which may be three feet in width. Cleats, bull rails, mooring connectors, utility stands and the like may project into the required width of main and marginal walkways.
- F. A two-foot-wide walk shall be provided on at least two sides of a floating home.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

Editor's note(s)—Exhibit A is not set out herein, but is on file in the offices of the city.

14.96.070 Moorage exits.

- A. General. When two exit gangways are required. They shall be separated by the maximum distance possible so as to avoid the possibility of fire cutting off exit or access to both exit gangways. Two gangway exits are required whenever any one of the following conditions apply:

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1. The marginal walkway exceeds two hundred fifty feet.
 2. Total distance from the nearest point of apparatus setup (usually at the head of a gangway) to the most remote portion of the moorage exceeds 800 feet.
- B. Exception. Moorages used for the moorage of pleasure boats without covers (open moorage configuration) and having not more than two floating homes (for owner and caretaker, for example) need have only one gangway exit.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.080 Moorage identification.

All moorages shall have identification as follows:

1. All moorages shall be identifiable by name and address from the street or road on which they front, at or near the point of emergency vehicle access.
2. The head of the gangway providing access to the moorage shall be obviously identifiable from the point of emergency vehicle access.
3. The location and identification of all floating structures shall be obvious from the head of the gangway, or a sign shall be posted clearly identifying the walkways and structures.
4. The walkway and structure identification shall be logical and obvious.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.090 Distance between floating structures.

- A. The separation between one floating home and another existing at the time of the adoption of the 1997 Fire Code is approved.
- B. Floating homes may be relocated within a moorage provided the distance between units is not diminished.
- C. A clear space of at least six feet will be provided between adjacent structures measured from building wall line horizontal to wall line. Roof eave projections shall be no closer than four feet. A variance may be granted, if approved by the fire department under the following criteria:
1. When the wall-to-wall separation is less than six feet but more than four feet, or the roof-to-roof separation is less than four feet but more than two feet, the structure being moved or added to shall be equipped throughout with a complete automatic sprinkler system installed in compliance with NFPA 13 or all of the following:
 - a. All windows in the affected wall or walls shall be fire rated assemblies, or alternative wood frames if approved by the building official. If this requirement negates natural ventilation requirements, a manually activated mechanical ventilation system providing two air changes per hour with ten percent outside air shall be provided.
 - b. All doors in the affected wall or walls shall be forty-five minute rated, listed door assemblies. Door lights shall be limited to twenty-five percent of the door area.
 - c. A fire alarm system consisting of one hundred ten volt rate of fire detectors placed on the outside of the exterior wall or walls in question and throughout the building interior shall be provided. All detectors are to be interconnected to an interior and exterior alarm. The number

and placement of detectors shall be as determined by the fire marshal. The exterior alarm shall be capable of being heard for a distance of one hundred fifty feet.

2. When the wall-to-wall separation is less than four feet or the roof separation is less than two feet, the structure being moved or added to shall be equipped throughout with a complete automatic sprinkler system in compliance with NFPA Standard 13.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.100 Occupancy separation.

Boat wells under floating structures shall be separated from the dwelling unit, and from structural members supporting the dwelling unit, by an approved fire rated assembly. Boat wells shall provide adequate natural ventilation to prevent the buildup of flammable vapors.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.110 Floatation.

- A. General. Floating structures shall be constructed and maintained to provide a flotation system that complies with the requirements of this section. The flotation devices shall be structurally sound and securely integrated with the framing for the superstructure. The external surfaces of all flotation devices shall be water resistant and protected from deterioration, or corrosion, and from damage by impact or chafing. The flotation system and decking shall provide access to and protection for the sewage holding tank or sewage pump.
- B. Freeboard. The normal freeboard as measured from the waterline to the top of the lowest point on the floor or deck, including all dead loads but not live loads, shall not be less than fourteen inches. The freeboard under full live load plus dead load shall be not less than twenty-five percent of the freeboard required for dead load alone.
- C. Live Loads. In addition to dead load, the flotation system shall be adequate to support the following minimum live loads:
 1. Sixty-five pounds per square foot applied to the gross area; or
 2. A concentrated load of one thousand pounds; or
 3. Twenty-five pounds per square foot applied to the gross, exposed plan area, plus twenty pounds per square foot applied to the lowest covered floor areas, plus ten pounds per square foot on each upper floor or loft; or
 4. Use live loads required by the structural code for nonresidential occupancies. Pedestrian walkways do not have to comply with this subsection.
 5. Walkways serving areas of public assembly - one hundred pounds per square foot.
- D. Hull Type Flotation. Watertight hulls, pontoons, floats, or any other compartment flotation system shall be fitted with transverse and/or longitudinal watertight bulkheads sufficient to keep the fully loaded hull afloat with positive stability with any one main compartment flooded.

The hull shall be fitted with at least one longitudinal bulkhead and two transverse bulkheads so that no compartment shall comprise more than twenty percent of the total available flotation volume. For pontoon type flotation, where more than one hull is placed under a single floating structure, the maximum spacing of bulkhead

hull shall be eight feet. Longitudinal bulkheading is not required, but no single compartment shall contain more than twenty percent of the total flotation volume.

- E. Stability. The floating structure, when subject to off-center loading of the live loading, shall not exceed the following limitations:
1. The maximum angle of list shall not exceed four degrees.
 2. The freeboard, when measured from the waterline to the top of the first floor or deck at a point where said freeboard has its least dimension, shall not be less than one-third of the normal freeboard required by Section 7106(b).
 3. The ratio of resisting moment (Mr) to applied moment (Mo or Mw) shall be equal or greater than unit:

$$\frac{Mr}{Mo} \leq 1.0 \text{ or } \frac{Mr}{Mw} \leq 1.0$$

Mw is defined in subsection H. of this section.

Resisting moment due to buoyancy, M shall be computed about a longitudinal axis passing through the center of gravity at a list angle of not more than four degrees.

The off-center loading shall be considered as applicable to the completed structure including all dead loads, and shall consist of a live load of ten pounds per linear foot (or five pounds per foot of width per linear foot, whichever is greater) at the first floor, and five pounds per linear foot (or two and one-half pounds per foot of width, per lineal foot, whichever is greater) at each floor, habitable attic or loft, above the first floor. This uniform live load is to be applied halfway between the center of gravity and the outside edge of the deck. The dividing line is the longitudinal axis, and the over turning moment (Mo) resulting from the off-center loading shall be computed from the center of gravity. Stability, with the off-center loading applied, shall be tested on both sides of the longitudinal axis.

The flotation devices shall be constructed so that access to each is readily available from the first floor level of the completed floating structure. When the compartments are not filled with a permanent flotation as plastic foam, a bilge pump shall be on the floating structure.

- F. Log Type Flotation. Logs shall be free of bark and sound. Logs shall be securely framed with transverse stringers to resist flotation and differential movement. The clear distance between logs shall not exceed twenty-two inches.
- G. Stability. The metacentric height (MG) shall be equal or greater than plus 1.0 foot according to the following expression:

$$M_G = \frac{W_5 I_y - L}{w}$$

WHERE:

W5 = Unit weight of water.

w = Total weight of floating structure including all dead loads plus a vertical load of twenty pounds per square foot of first floor area, and ten pounds per square foot of all first floors, habitable attics, or lofts above the first floor.

Iy = Moment of inertia of the area encompassed by the waterline around the hull or flotation when loaded with load "w" and taken about the longitudinal axis.

L = The distance between the center of gravity and the center of buoyancy of the hull of flotation.

- H. Wind Loading. Mw is defined in this subsection to determine and apply the formula in subsection E. of this section. Wind loading shall be applied to the complete structure, including all dead loads. The moment due to the wind shall be computed as:

$$M_w = (P)(A)(H)$$

WHERE:

P = Wind pressure in pounds per square foot is as follows:

- 10 PSF for the first 10 feet above the water line;
- 15 PSF for the next 15 feet;
- 20 PSF for the next 20 feet; etc.

A = Area, in square feet, of the total projected elevation of the structure above the waterline. This area shall include permanent appurtenances.

H = Height, in feet, to the center of area (A) above the center of gravity or the flotation.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.120 Reserve buoyancy criteria.

The flotation system shall have sufficient buoyancy to support the design weight of the float home plus the maximum combined weight of deadweight items and design snow load and maintain a minimum distance of three inches from the water to the lowest primary transverse support stringers. When design wind load is applied to the superstructure the amount of heel shall be not less than three inches from the water.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.130 Construction.

- A. General. All construction shall comply with the other chapters of this code. The deck and superstructure framing shall be adequate to resist all design loads and forces in accordance with the structural code. The flotation, deck framing, and superstructure shall be designed by a licensed engineer and constructed to act as an integral unit which is not adversely affected by wave action or point reactions under the flotation.

All framing lumber less than twelve inches above the waterline shall be pressure treated with an approved preservative. All hardware shall be hot-dip galvanized or noncorrosive metal. All plywood shall be exterior type adhesive, all exposed plywood shall be exterior grade, and all plywood below the deck level shall be marine grade.

- B. Roof Coverings (Roofing). Roofing materials on floating structures shall be fire-resistant or noncombustible in accordance with the structural code.
- C. Interior Finishing. Every floating structure shall have interior finishes in accordance with the structural code.
- D. Exiting. In addition to the requirements of the structural code, every floating structure shall have a twenty-four-inch minimum width open deck on at least two sides except as required by boat wells. Decks shall be so constructed as to prevent the ponding of water.
- E. Utility Connections. All connections for sewage, potable water, electricity, and fuel-gas piping shall be made to the appropriate code.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.140 Mooring.

Cleats, bollards, bull rails or other such devices shall be sufficient in number and attached to the floating structure in such a way as to provide adequate mooring points to secure the float home in the highest design wind load. Mooring lines and/or chains shall be kept in good condition, kept free of chafing.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.150 Property lines.

The boundaries of floating home moorage sites shall be considered the lot line for determining compliance with Ridgefield Municipal Code Title 18.

1. A clear space of at least eight feet shall be provided between adjacent structures measured from a building wall line horizontal to adjacent building wall line. Roof eave projections shall be no closer than six feet.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.160 Approval of moorage site plan required.

Every floating home moorage shall continuously conform to a moorage site plan that has been approved by the director of community development.

- (1) Such approval shall be obtained as follows: Three copies of the site plan, drawn to scale and completely dimensioned, and setting forth the address and legal description of the property on which the moorage is located and the name and address of the owner or operator of the moorage, shall be filed with the director of community development.
- (2) Interpretation. For the purposes of determining the required wall and opening protection and roof-covering requirements, distance shall be measured to the exterior wall of the home, and not to the float.
- (3) The moorage site plan shall show:
 - a. The dimensions of the floating home moorage site;
 - b. The location of abutting public waterways;
 - c. The location and dimensions of private waterways and land access to the moorage;
 - d. The location and identification of individual floating home sites;
 - e. The location and dimensions of off-street parking spaces;
 - f. The location and dimensions of walkways and any accessory structures or facilities;
 - g. The water service system;
 - h. The local side sewer system; and
 - i. The electrical service and lighting system.
- (4) The site plan shall be reviewed by the building official, the fire chief, the director of community development for conformance with the requirements of this code and other applicable ordinances.

Upon approval by the director of community development, two copies of the approved site plan shall be retained in the office of the director of community development, and one copy, which shall be maintained on the premises of the floating home moorage, shall be returned to the owner or operator.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.170 Moorage register of ownership.

Every owner or operator of a floating home moorage shall maintain a current register of every floating home moored on the premises, such register to record the name and address of the legal owner of each floating home and the registration number assigned to it by the Clark County Assessor. A copy of the register shall be made available upon request to any city department referred to in this chapter.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

14.96.180 Nonconforming facilities.

To ease the economic impact of this code on marinas in existence on the date of adoption of this code, any existing marina shall have continued use of the nonconforming facilities for the period specifically identified in the code sections below in order to amortize the investment in these facilities. Within five years of the effective date of this code existing marinas must bring these facilities into full compliance with the provisions of this chapter in accordance with the schedule for those items identified below:

1. By the conclusion of year one following the effective date of this section all conditions in violation of RMC 14.96.040 (2)(A) must be brought into compliance.
2. By the conclusion of year three following the effective date of this section all conditions in violation of RMC 14.96.040 (2)(B) and RMC 14.96.060(5) must be brought into compliance.
3. By the conclusion of year five following the effective date of this section all conditions in violation of RMC 14.96.060(2), (3), (4), (6) and (7) must be brought into compliance.

(Ord. No. 1199, § 2(Exh. A), 12-17-2015)

Memorandum

Date: February 28, 2024

To: Chief Mike Jackson

From: John Zanzi, Fire Inspector

Subject: Changes to the 2021 Fire Code Adoption

Below is a synopsis of the changes we are requesting in the adoption of the 2021 Washington State Fire Code as published by the State of Washington and the International Code Council.

The adoption of the 2021 Fire Code is similar to the 2018 adoption with the following changes:

- Updated code section numbers for many of the adopted sections as needed.

- **Section 503, Fire Apparatus Access Roads**

Washington State purposely did not adopt Section 503 regarding Fire Apparatus Access Roads and deferred access requirements to local cities and road standards. We are requesting that the original language in the Model Code (Section 503) be included back into the code in order to have clear authority to apply standard fire apparatus access design.

- **Section 506, Key Boxes**

Language added that specifies that a Key Box is required in all occupancies that are equipped with an automatic fire sprinkler system, a fire alarm system or other fire protection system.

- **Section 507.5.1.3, Storz Hydrant Adaptors**

Added section requiring all fire hydrants to have installed 5-inch Storz Hose Adaptors, consistent with the standard in all fire agencies in Clark/Cowlitz Counties.

- **Section 903.2, Fire Sprinklers – Where Required**

Added language that buildings over 35 feet in height shall have installed an automatic fire sprinkler system. Current “height” language only requires sprinklers in buildings over 2 stories in height.

Added language that all buildings accessed by fire apparatus access roadways of 10% grade or greater shall have installed automatic fire sprinkler systems. Current code requires sprinklers when roadways are at 12% grade or greater.

- **Appendix D, Fire Apparatus Access Roads**

Appendix D includes additional/clarifying fire department access requirements to those found in Section 503. The following were changes made to this section:

Section D103.6.3 is amended to designate spacing distance between “No Parking – Fire Lane” signs as a maximum of 100 feet.

Section D107 is amended to clarify the access requirements for One and Two-Family Residential Developments as follows:

- Developments with 1-30 dwelling units may have only one approved fire access roadway.
- Developments with 31-60 dwelling units shall have two approved fire access roadways OR all dwelling units shall be equipped with an approved automatic fire sprinkler system.
- Developments with 61-99 dwelling units shall have two approved fire apparatus access roadways OR have one approved fire apparatus access roadway, one approved emergency access roadway and all dwelling units shall be equipped with an approved automatic fire sprinkler system.
- Developments of 100 dwelling units or more shall have two approved fire access roadways.



Residential Fire Sprinkler Systems

Commonly Asked Questions:

What is the cost of adding a sprinkler system to a one- or two-dwelling residence?

The current cost for fire sprinklers to be added in new construction of 1 and 2 family dwellings in Ridgefield is \$1.90 - \$2.00 per square foot. Common concerns come up about the impact on the affordability of housing. Our observations and research have indicated that the price of new homes and relative affordability is driven more by market pricing than the actual cost of construction. Currently, public understanding of and appreciation of the positive impacts of Fire Sprinklers is not common among consumers. This lack of consumer knowledge limits the amount that consumers are willing to pay to add fire sprinklers to their home, making the impact of mandated sprinklers more significant to builders' profit margins than to the cost of the home to the consumer.

Development costs can be reduced in some scenarios where fire sprinklers are installed in a development. Reduced number of hydrants along with fewer mitigations for access requirements when fire sprinklers are installed throughout a development can help save costs of site development site for subdivisions.

Does the Fire District have data supporting the request for this change?

The City of Camas enacted a similar Fire Sprinkler ordinance in 2016 and has seen continued record growth in residential new construction.

Clark-Cowlitz Fire Rescue has responded to multiple fires in homes with Fire Sprinklers over the past 10 years. There have been no injuries or fatalities in those homes with fire sprinklers and the fire has been kept to the room of origin 100% of the time with damage limited to a small area of the home.

Statistics - Sprinklers in Reported Home Fires (Source: NFPA- McGree, 31-Mar-2024)

Fire Deaths: Between 2017 and 2021 people in the US were over 9 times as likely to die in a residence fire where fire sprinklers were not present compared to fires in sprinklered homes. 3,790 civilian fire deaths in the US in 2022. Six people die in one- and two- family home fires



each day in the United States. The last residential Fire Death in the CCFR District was June 3, 2024 and occurred in a non-sprinklered building.

In 85 percent of the home fires with operating sprinklers, only one sprinkler operated. In 99.2 percent of the fires, five or fewer operated.

Sprinklers save lives and reduce injuries and property loss. From 2017 to 2021, the civilian death and injury rates in home structure fires where sprinklers were present were 89 percent and 31 percent lower, respectively, than in home structure fires with no AES. In addition, the average property loss per home structure fire was 55 percent lower in reported home fires where sprinklers were present compared to fires in homes with no sprinkler systems and the firefighter injury rate was 48 percent lower.

In reported home structure fires where sprinklers were present, the fire was confined to the object or room of origin 96 percent of the time.

General Benefits of Residential Fire Sprinklers

- Drastically improve the survivability and risk of injury in home fires.
- Decrease property damage when fire occurs.
- Allows for repairs and re-occupancy of homes impacted by fire much faster and less expensively than when a fire occurs without sprinklers.
- Limited water damage to the area where a fire sprinkler activates (a single sprinkler head in a single room in most cases).
- Improved property insurance rates with most insurance providers.
- Positive impact on WSRB ratings that drive property insurance rates.
- Decrease risk to firefighters when responding to fires.
- Fewer resources and apparatus needed to respond to individual fires.
- Can decrease the number of fire hydrants in new developments with increased spacing.
- Allows for effective operations with fewer responding resources on the narrow streets in modern Ridgefield developments with access compounded by street parking.
- Can help mitigate some impact of future development on the Fire District and demand for residential fire response.
- Low-cost, highly effective protection that requires no routine maintenance and poses very little risk of leaking and false activation.