



**RIDGEFIELD CITY COUNCIL  
MEETING AGENDA**

**Thursday, August 8, 2024  
RACC - Columbia Assembly Room  
510 Pioneer Street, Ridgefield, WA 98642**

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

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

**II. EMPLOYEE INTRODUCTION**

- 1. Kristen Lashua, Grant Writer - Kirk Johnson, Finance Director**

**III. PLANNING COMMISSION APPOINTMENT**

- 1. Appointment of Planning Commission Member, Position No. 6**

**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 July 25, 2024 Meeting**

**VI. PRESENTATION**

- 1. 1st Half 2024 Budget to Actual and Economic Forecast - Kirk Johnson, Finance Director**

**VII. BUSINESS**

- 1. First Reading of Ordinance No. 1428 - 2024 Budget Amendment - Kirk Johnson,**

**Finance Director**

- 2. Motion-Approval of a Purchase and Sale Agreement for Park Land in Abrams Park - Kirk Johnson, Finance Director**

**VIII. PUBLIC COMMENT**

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

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

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

**X. ADJOURN**

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** August 8, 2024

**AGENDA ITEM NAME:** Approval of Claims And/Or Payroll

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**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. August 8, 2024 Claims Report

# City of Ridgefield

## Claims Payment Report

For Approval on:

August 8th, 2024

| Sum of Amount                            |               |                |                       |                                                      |            |
|------------------------------------------|---------------|----------------|-----------------------|------------------------------------------------------|------------|
| Vendor Name                              | Vendor Number | Invoice Number | Resp. Department      | Description                                          | Total      |
| AETTA ARCHITECTS PC                      | 3569          | 21001-37       | Public Works          | 06.2024 YMCA Site Plan                               | 1,282.05   |
| AETTA ARCHITECTS PC Total                |               |                |                       |                                                      | 1,282.05   |
| AKS ENGINEERING & FORESTRY LLC           | 3908          | 10210-11       | Community Development | 06.2024 Develpment Engineering Review Services       | 2,125.00   |
|                                          |               | 10462-09       | Public Works          | 06.2024 Abrams Park Master Plan                      | 2,038.75   |
| AKS ENGINEERING & FORESTRY LLC Total     |               |                |                       |                                                      | 4,163.75   |
| ANDERSON SIGNS INC.                      | 2569          | 65003          | Public Safety         | Reflective Stickers for Golf Carts                   | 288.70     |
| ANDERSON SIGNS INC. Total                |               |                |                       |                                                      | 288.70     |
| CATHY DORIOT                             | 0079          | 0079-20240808  | Public Safety         | PD Cooling Towels Reimb. - Doriot                    | 42.36      |
| CATHY DORIOT Total                       |               |                |                       |                                                      | 42.36      |
| CLARK COUNTY                             | 0102          | CI065484       | Public Works          | 06.2024 Traffic Signals & ITS Services               | 734.95     |
|                                          |               | CI065492       | Public Works          | 06.2024 Whatley Decant Billing                       | 1,408.39   |
|                                          |               | CI066188       | Public Safety         | Q1.2024 TER&R NetMotion Support                      | 6,580.41   |
|                                          |               | CI065623       | Judicial              | 06.2024 Pretrial Supervision                         | 703.47     |
|                                          |               | CI065546       | Judicial              | 01.01.2024-06.30.2024 Probable Cause Billing         | 350.92     |
| CLARK COUNTY Total                       |               |                |                       |                                                      | 9,778.14   |
| CLARK PUBLIC UTILITIES                   | 3619          | 29463322       | Public Works          | 3739 S 42nd Pl Street Light Installation             | 298.93     |
| CLARK PUBLIC UTILITIES Total             |               |                |                       |                                                      | 298.93     |
| COLUMBIAN PUBLISHING                     | 0116          | 48068          | Genl Govt/Facilities  | Clark-Cowlitz Fire Rescue Levy Lid Lift              | 48.60      |
| COLUMBIAN PUBLISHING Total               |               |                |                       |                                                      | 48.60      |
| CONSOR NORTH AMERICA INC.                | 3949          | W233613WA.00-4 | Public Works          | 06.2024 Eastside Elevated Water Reservoir            | 104,105.99 |
| CONSOR NORTH AMERICA INC. Total          |               |                |                       |                                                      | 104,105.99 |
| CONTECH ENGINEERED SOLUTIONS LLC         | 3498          | 29628141       | Public Works          | 86 Cedar Ridge Filter Vault Replacement Cartridges   | 2,367.49   |
|                                          |               | 29584609       | Public Works          | S Main Ave Storm Filter Vault Replacement Cartridges | 594.59     |
| CONTECH ENGINEERED SOLUTIONS LLC Total   |               |                |                       |                                                      | 2,962.08   |
| DEPARTMENT OF ECOLOGY                    | 0144          | 25-WAR313757-1 | Public Works          | Pioneer Widening - Water Quality Permit              | 2,235.00   |
| DEPARTMENT OF ECOLOGY Total              |               |                |                       |                                                      | 2,235.00   |
| DEPARTMENT OF LABOR AND INDUSTIRES       | 3504          | 0121400-2024   | Genl Govt/Facilities  | 2024 Worker & Community Right to Know Program        | 10.29      |
|                                          |               |                | Public Works          | 2024 Worker & Community Right to Know Program        | 164.71     |
| DEPARTMENT OF LABOR AND INDUSTIRES Total |               |                |                       |                                                      | 175.00     |
| DEPARTMENT OF LICENSING - EPAY           | 0154          | RG0001668-2024 | Genl Govt/Facilities  | CPL Fees                                             | 18.00      |
|                                          |               | RG0001667-2024 | Genl Govt/Facilities  | CPL Fees                                             | 21.00      |
|                                          |               | RG0001669-2024 | Genl Govt/Facilities  | CPL Fees                                             | 18.00      |
|                                          |               | RG0001671-2024 | Genl Govt/Facilities  | CPL Fees                                             | 18.00      |
|                                          |               | 0088722305     | Public Works          | Driving Record - Schmidt                             | 3.75       |
|                                          |               |                | Community Development | Driving Record - Schmidt                             | 11.25      |
|                                          |               | RG0001670-2024 | Genl Govt/Facilities  | CPL Fees                                             | 18.00      |
|                                          |               | RG0001672-2024 | Genl Govt/Facilities  | CPL Fees                                             | 21.00      |
| DEPARTMENT OF LICENSING - EPAY Total     |               |                |                       |                                                      | 129.00     |
| EXPRESS SERVICES INC.                    | 4012          | 31030619       | Public Works          | 07.08.2024-07.14.2024 PWFAC Temp Services - Ward     | 1,125.60   |
|                                          |               | 31066650       | Public Works          | 07.15.2024-07.21.2024 PWFAC Temp Services - Bartroff | 1,125.60   |

# City of Ridgefield

## Claims Payment Report

For Approval on:

August 8th, 2024

|                                       |          |               |                       |                                                          |           |
|---------------------------------------|----------|---------------|-----------------------|----------------------------------------------------------|-----------|
| EXPRESS SERVICES INC.                 | 4012     | 31066652      | Public Works          | 07.15.2024-07.21.2024 PWFAC Temp Services - Ward         | 1,125.60  |
|                                       |          | 31030617      | Public Works          | 07.08.2024-07.14.2024 PWFAC Temp Services - Bartroff     | 1,125.60  |
|                                       |          | 31030618      | Public Works          | 07.08.2024-07.14.2024 PWSTW Temp Servies - Smith         | 1,206.00  |
|                                       |          | 31066651      | Public Works          | 07.15.2024-07.21.2024 PWSTW Temp Services - Smith        | 1,206.00  |
| EXPRESS SERVICES INC. Total           |          |               |                       |                                                          | 6,914.40  |
| FDM Development                       | UB*01019 | (blank)       | Genl Govt/Facilities  | Refund Check 012676-005 Hydrant Meter 27 S 32nd Pl       | 500.00    |
| FDM Development Total                 |          |               |                       |                                                          | 500.00    |
| FERGUSON ENTERPRISES INC # 8423       | 0181     | 1271480       | Public Works          | Water meter Setters                                      | 1,926.16  |
|                                       |          | 1269569       | Public Works          | 2 OMNI Water Meters                                      | 3,898.11  |
|                                       |          | 1225424       | Public Works          | OMNI Water Meter                                         | 2,082.69  |
|                                       |          | 1254870       | Public Works          | 2 OMNI Water Meters                                      | 3,898.11  |
| FERGUSON ENTERPRISES INC # 8423 Total |          |               |                       |                                                          | 11,805.07 |
| Flowserve                             | UB*01020 | (blank)       | Genl Govt/Facilities  | Refund Check 011634-000 7075 S 5th St                    | 483.32    |
| Flowserve Total                       |          |               |                       |                                                          | 483.32    |
| Forsberg Vern                         | UB*01014 | (blank)       | Genl Govt/Facilities  | Refund Check 005095-000 216 S 3rd Ave                    | 64.28     |
| Forsberg Vern Total                   |          |               |                       |                                                          | 64.28     |
| GENERAL PACIFIC                       | 2942     | 1497540       | Genl Govt/Facilities  | Annual Maintenance Fee - M30T Drone                      | (6.11)    |
|                                       |          |               | Public Safety         | Annual Maintenance Fee - M30T Drone                      | 738.07    |
| GENERAL PACIFIC Total                 |          |               |                       |                                                          | 731.96    |
| GRAY AND OSBORNE INC                  | 0207     | 23231.11-7    | Community Development | 07.2024 Quail Ridge Subdivision                          | 1,346.84  |
|                                       |          | 23231.00-12   | Community Development | 07.2024 On-Call Development Review                       | 260.33    |
| GRAY AND OSBORNE INC Total            |          |               |                       |                                                          | 1,607.17  |
| GROUNDWATER SOLUTIONS INC.            | 2971     | 00721.001-64  | Public Works          | 06.2024 Hydrological Study                               | 39,319.77 |
| GROUNDWATER SOLUTIONS INC. Total      |          |               |                       |                                                          | 39,319.77 |
| HD SUPPLY INC.                        | 3886     | INV00419786   | Public Works          | PWUTIL Inverted Paint / Iron Ferrover & Chlorine Reagent | 342.99    |
|                                       |          | INV00420032   | Public Works          | PWUTIL Hach DR300 Colorimeter                            | 596.88    |
| HD SUPPLY INC. Total                  |          |               |                       |                                                          | 939.87    |
| HONEY BUCKETS                         | 0223     | 0554309135    | Genl Govt/Facilities  | 07.23.24-08.19.24 PW Shop Port-a-Potty                   | 61.69     |
|                                       |          |               | Public Works          | 07.23.24-08.19.24 PW Shop Port-a-Potty                   | 987.31    |
|                                       |          | 0554288611    | Public Works          | 07.12.24-08.08.24 Davis Park Port-a-Potty                | 373.00    |
| HONEY BUCKETS Total                   |          |               |                       |                                                          | 1,422.00  |
| INSLEE BEST DOEZIE & RYDER P.S.       | 4037     | 420822        | Legal                 | NW Construction Case Legal Services                      | 756.00    |
| INSLEE BEST DOEZIE & RYDER P.S. Total |          |               |                       |                                                          | 756.00    |
| J2 BLUE PRINT SUPPLY                  | 0243     | AR155610      | Community Development | 07.2024 Plotter Contract                                 | 70.37     |
|                                       |          | AR154289      | Community Development | 06.2024 Plotter Contract                                 | 58.89     |
| J2 BLUE PRINT SUPPLY Total            |          |               |                       |                                                          | 129.26    |
| JAMES J. MAUL                         | 3987     | 137           | Public Works          | 06.2024 & 07.2024 Park Laundry Environmental Support     | 2,887.50  |
| JAMES J. MAUL Total                   |          |               |                       |                                                          | 2,887.50  |
| JEFFREY ALLAN BISSETT                 | 4007     | 38            | Genl Govt/Facilities  | 2024 F2T Live Music Entertainment                        | 1,960.00  |
| JEFFREY ALLAN BISSETT Total           |          |               |                       |                                                          | 1,960.00  |
| JOHN DEERE FINANCIAL                  | 1717     | 916485        | Public Safety         | Gator Seat - PD                                          | 507.61    |
| JOHN DEERE FINANCIAL Total            |          |               |                       |                                                          | 507.61    |
| JULIE SWARTS                          | 3875     | 3875-20240808 | Public Works          | Water Distribution Manager Exam Review Mileage - Swarts  | 501.16    |
| JULIE SWARTS Total                    |          |               |                       |                                                          | 501.16    |

# City of Ridgefield

## Claims Payment Report

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|                                                |      |                |                       |                                                             |            |
|------------------------------------------------|------|----------------|-----------------------|-------------------------------------------------------------|------------|
| L.N. CURTIS AND SONS                           | 3075 | INV845711      | Public Safety         | LIED Flashlight - Erazo                                     | 158.53     |
|                                                |      | INV846981      | Public Safety         | Long Sleeve Polo - Triber                                   | 113.05     |
| L.N. CURTIS AND SONS Total                     |      |                |                       |                                                             | 271.58     |
| LEADERSHIP CLARK COUNTY                        | 3502 | 3720           | Council               | 2024-2025 - Tuition Matt Cole                               | 3,400.00   |
| LEADERSHIP CLARK COUNTY Total                  |      |                |                       |                                                             | 3,400.00   |
| MACKAY AND SPOSITO INC.                        | 0899 | 051268         | Public Works          | 06.2024 Skate Park Alternatives Study                       | 1,890.00   |
| MACKAY AND SPOSITO INC. Total                  |      |                |                       |                                                             | 1,890.00   |
| MAUL FOSTER ALONGI INC.                        | 0834 | 60167          | Public Works          | 04.2024 Park Laundry Site Preparation for Remedial Action   | 2,411.05   |
|                                                |      | 60168          | Public Works          | 04.2024 ParkLaundry Site Cleanup and Environmental Services | 31,722.50  |
|                                                |      | 61046          | Public Works          | 05.2024 ParkLaundry Site Cleanup and Environmental Services | 35,002.36  |
|                                                |      | 61045          | Public Works          | 05.2024 Park Laundry Site Preparation for Remedial Action   | 5,474.54   |
| MAUL FOSTER ALONGI INC. Total                  |      |                |                       |                                                             | 74,610.45  |
| MUNICIPAL EMERGENCY SERVICES INC               | 2235 | IN2073096      | Public Safety         | Ear Protection                                              | 564.87     |
|                                                |      | IN2078908      | Public Safety         | Ballistic Vests & Carriers - Leon/Triber/Jensen             | 3,078.64   |
| MUNICIPAL EMERGENCY SERVICES INC Total         |      |                |                       |                                                             | 3,643.51   |
| NAPA AUTO PARTS                                | 0498 | 433150         | Public Works          | PWSTW Woodchipper Locknut & Screw                           | 5.62       |
| NAPA AUTO PARTS Total                          |      |                |                       |                                                             | 5.62       |
| NATIONAL SAFETY INC                            | 3571 | 0730831-IN     | Public Works          | PWSTW Confined Space Air Monitor Calibration Station        | 1,717.46   |
| NATIONAL SAFETY INC Total                      |      |                |                       |                                                             | 1,717.46   |
| NORTHSIDE FORD TRUCK SALES INC                 | 3281 | 286332         | Public Works          | PWSTW 2021 Ford F150 76191D                                 | 81.19      |
|                                                |      |                | Community Development | PWSTW 2021 Ford F150 76191D                                 | 8.03       |
|                                                |      | 286848         | Community Development | CDD 2013 Ford Escape 48618D - New Battery & Maint.          | 428.66     |
| NORTHSIDE FORD TRUCK SALES INC Total           |      |                |                       |                                                             | 517.88     |
| NORTHSTAR CHEMICAL INC.                        | 1019 | 287082         | Public Works          | Sodium Hypochlorite                                         | 1,371.80   |
|                                                |      | 287083         | Public Works          | Sodium Hypochlorite                                         | 1,371.80   |
| NORTHSTAR CHEMICAL INC. Total                  |      |                |                       |                                                             | 2,743.60   |
| NPDESPRO LLC                                   | 4034 | 1161           | Public Works          | Stormwater Management Software - 1st Year                   | 17,120.25  |
| NPDESPRO LLC Total                             |      |                |                       |                                                             | 17,120.25  |
| NW CONSTRUCTION GENERAL CONTRACTING INC.       | 2900 | P21026-2900-F  | Public Works          | Royle Rd Roundabout - Final Change Order                    | 344,156.06 |
| NW CONSTRUCTION GENERAL CONTRACTING INC. Total |      |                |                       |                                                             | 344,156.06 |
| PACIFIC OFFICE AUTOMATION                      | 2710 | 356087         | Genl Govt/Facilities  | Q2.2024 Copier Usage - PW                                   | 5.53       |
|                                                |      |                |                       | Q2.2024 Copier Usage - CH                                   | 265.87     |
|                                                |      |                |                       | Q2.2024 Copier Usage - RACC                                 | 60.71      |
|                                                |      |                | Public Safety         | Q2.2024 Copier Usage - PD                                   | 211.01     |
|                                                |      |                | Public Works          | Q2.2024 Copier Usage - PW                                   | 90.13      |
|                                                |      |                | Community Development | Q2.2024 Copier Usage - PW                                   | 11.43      |
|                                                |      |                |                       | Q2.2024 Copier Usage - RACC                                 | 125.91     |
| PACIFIC OFFICE AUTOMATION Total                |      |                |                       |                                                             | 770.59     |
| PACIFIC OFFICE AUTOMATION - LEASE              | 1564 | 587990260      | Genl Govt/Facilities  | 08.2024 Copier Lease - PW Ops                               | 24.89      |
|                                                |      |                | Public Works          | 08.2024 Copier Lease - PW Ops                               | 406.06     |
|                                                |      |                | Community Development | 08.2024 Copier Lease - PW Ops                               | 51.48      |
| PACIFIC OFFICE AUTOMATION - LEASE Total        |      |                |                       |                                                             | 482.43     |
| PBS ENGINEERING AND ENVIRONMENTAL LLC          | 0342 | 0071069.009-29 | Public Works          | 05.2024 S Royle Rd 15th St to 5th Way                       | 1,268.00   |
|                                                |      | 0071069.009-28 | Public Works          | 04.2024 S Royle Rd 15th St to 5th Way                       | 6,591.00   |

# City of Ridgefield

## Claims Payment Report

For Approval on:

August 8th, 2024

|                                                |      |                 |                      |                                                        |           |
|------------------------------------------------|------|-----------------|----------------------|--------------------------------------------------------|-----------|
| PBS ENGINEERING AND ENVIRONMENTAL LLC Total    |      |                 |                      |                                                        | 7,859.00  |
| PHOENIX ASPHALT MAINTENANCE COMPANY INC.       | 4046 | 52633           | Public Works         | Crack Seal Machine Rental                              | 4,312.00  |
| PHOENIX ASPHALT MAINTENANCE COMPANY INC. Total |      |                 |                      |                                                        | 4,312.00  |
| POWERDMS INC.                                  | 2473 | INV-54993       | Public Safety        | 07.2024-02.2025 PD Record Mgmt - 3 Additional Licenses | 380.52    |
| POWERDMS INC. Total                            |      |                 |                      |                                                        | 380.52    |
| PURCHASE POWER - EPAY                          | 0356 | 70089928        | Genl Govt/Facilities | 07.02.2024 Postage Replenishment                       | 502.25    |
| PURCHASE POWER - EPAY Total                    |      |                 |                      |                                                        | 502.25    |
| RIDGEFIELD FLORAL AND GIFTS LLC                | 3986 | 1784004522      | Genl Govt/Facilities | 2024 F2T Floral Arrangements                           | 3,000.00  |
| RIDGEFIELD FLORAL AND GIFTS LLC Total          |      |                 |                      |                                                        | 3,000.00  |
| SAFEFIRE LLC                                   | 3415 | SF-007-0012-202 | Public Safety        | Single Shooter Private Lesson - Lucero                 | 263.68    |
| SAFEFIRE LLC Total                             |      |                 |                      |                                                        | 263.68    |
| SAUER HOLDINGS LLC                             | 2885 | 43682           | Genl Govt/Facilities | 2024 Big Paddle Equipment Rental                       | 2,550.10  |
|                                                |      | 44008           | Genl Govt/Facilities | 4 Commercial Tents - City Events                       | 2,713.15  |
| SAUER HOLDINGS LLC Total                       |      |                 |                      |                                                        | 5,263.25  |
| SITEONE LANDSCAPE SUPPLY LLC                   | 2951 | 144104831-001   | Public Works         | Parks Irrigation System Parts                          | 204.99    |
| SITEONE LANDSCAPE SUPPLY LLC Total             |      |                 |                      |                                                        | 204.99    |
| SKAMANIA COUNTY SHERIFF'S OFFICE               | 1554 | 1554-202406     | Public Safety        | 06.2024 Jail Beds                                      | 2,700.00  |
| SKAMANIA COUNTY SHERIFF'S OFFICE Total         |      |                 |                      |                                                        | 2,700.00  |
| SOLID WASTE SYSTEMS INC.                       | 3826 | 0170977-IN      | Public Works         | Street Sweeper Solenoid                                | 249.08    |
| SOLID WASTE SYSTEMS INC. Total                 |      |                 |                      |                                                        | 249.08    |
| SOUND APPAREL INC                              | 2871 | TG5331          | Public Safety        | Custom PD Patches                                      | 536.09    |
| SOUND APPAREL INC Total                        |      |                 |                      |                                                        | 536.09    |
| SPRINGBROOK SOFTWARE LLC                       | 3444 | INV-017042      | Public Works         | 07.27.2024-07.26.2025 Civic Play IVR Subscription      | 9,656.92  |
| SPRINGBROOK SOFTWARE LLC Total                 |      |                 |                      |                                                        | 9,656.92  |
| TAC 1 SYSTEMS                                  | 1634 | SI-014855       | Genl Govt/Facilities | Wire Surveillance Kit                                  | (45.76)   |
|                                                |      |                 | Public Safety        | Wire Surveillance Kit                                  | 571.76    |
| TAC 1 SYSTEMS Total                            |      |                 |                      |                                                        | 526.00    |
| TARGETSOLUTIONS LEARNING LLC                   | 3939 | INV100449       | Public Safety        | 08.2024-08.2025 Guardian Tracking Software             | 2,456.93  |
| TARGETSOLUTIONS LEARNING LLC Total             |      |                 |                      |                                                        | 2,456.93  |
| THE MASTERS TOUCH LLC                          | 1786 | P91388          | Public Works         | 06.2024 Backflow Letter - Postage                      | 192.64    |
|                                                |      | P91714          | Public Works         | 07.2024 Backflow Letters - Postage                     | 209.76    |
|                                                |      | 91388           | Public Works         | 06.2024 Backflow Letters                               | 333.92    |
|                                                |      | 91714           | Public Works         | 07.2024 Backflow Letters                               | 334.54    |
| THE MASTERS TOUCH LLC Total                    |      |                 |                      |                                                        | 1,070.86  |
| THE PARR COMPANY                               | 0964 | 26705638        | Genl Govt/Facilities | PW Shop Drill Bit                                      | 0.20      |
|                                                |      |                 | Public Works         | PW Shop Drill Bit                                      | 3.27      |
|                                                |      |                 |                      | Lark Park Playground Lumber                            | 229.83    |
|                                                |      | 26704945        | Public Works         | Parks Trash Can                                        | 54.12     |
|                                                |      | 26704755        | Public Works         | PWSTW Concrete Bonding Additive                        | 46.40     |
| THE PARR COMPANY Total                         |      |                 |                      |                                                        | 333.82    |
| TRI MOUNTAIN INVESTORS LLC                     | 3866 | 2024-102        | Public Safety        | 101 Mill St Ste 110 08.2024 Lease                      | 33,358.32 |
|                                                |      |                 |                      | 101 Mill St Ste 110 06.2024 Wastewater                 | 60.89     |
|                                                |      |                 |                      | 101 Mill St Ste 110 06.2024 Water                      | 157.75    |
|                                                |      | 2024-103        | Genl Govt/Facilities | 08.0224 101 Mill St Ste 210 & Basement Storage Lease   | 7,234.00  |

# City of Ridgefield

## Claims Payment Report

For Approval on:

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|                                                    |      |                 |                       |                                                       |           |
|----------------------------------------------------|------|-----------------|-----------------------|-------------------------------------------------------|-----------|
| TRI MOUNTAIN INVESTORS LLC                         | 3866 | 2024-103        | Public Safety         | 08.0224 101 Mill St Ste 210 & Basement Storage Lease  | 1,221.60  |
| TRI MOUNTAIN INVESTORS LLC Total                   |      |                 |                       |                                                       | 42,032.56 |
| U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION       | 2237 | 7415796         | Finance               | RORC RIDLTG017 Bond Administration Fees               | 350.00    |
|                                                    |      | 7415797         | Finance               | RORC RIDLTG018 Bond Administration Fees               | 350.00    |
| U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION Total |      |                 |                       |                                                       | 700.00    |
| UNIFIRST CORPORATION                               | 3904 | 22400124099     | Genl Govt/Facilities  | 07.16.2024 PW Ops Floor Mats                          | 2.74      |
|                                                    |      |                 |                       | 07.16.2024 PWFAC Uniforms                             | 11.74     |
|                                                    |      |                 | Public Works          | 07.16.2024 PW Ops Floor Mats                          | 44.51     |
|                                                    |      |                 |                       | 07.16.2024 PWFAC Uniforms                             | 83.93     |
|                                                    |      |                 |                       | 07.16.2024 PWUTIL Uniforms                            | 40.36     |
|                                                    |      |                 |                       | 07.16.2024 PWSTW Uniforms                             | 58.66     |
|                                                    |      |                 | Community Development | 07.16.2024 PW Ops Floor Mats                          | 5.64      |
|                                                    |      | 2240126241      | Genl Govt/Facilities  | 07.23.2024 PWFAC Uniforms                             | 8.58      |
|                                                    |      |                 |                       | 07.23.2024 PW Ops Floor Mats                          | 2.74      |
|                                                    |      |                 | Public Works          | 07.23.2024 PWFAC Uniforms                             | 61.32     |
|                                                    |      |                 |                       | 07.23.2024 PW Ops Floor Mats                          | 44.52     |
|                                                    |      |                 |                       | 07.23.2024 PWSTW Uniforms                             | 59.02     |
|                                                    |      |                 |                       | 07.23.2024 PWUTIL Uniforms                            | 40.55     |
|                                                    |      |                 | Community Development | 07.23.2024 PW Ops Floor Mats                          | 5.64      |
|                                                    |      | 2240124098      | Public Safety         | 07.16.2024 Floor Mats - PD                            | 39.52     |
|                                                    |      | 2240126239      | Genl Govt/Facilities  | 07.23.2024 Floor Mats - CH                            | 16.46     |
|                                                    |      | 2240124097      | Genl Govt/Facilities  | 07.16.2024 Floor Mats - CH                            | 16.46     |
|                                                    |      | 2240126240      | Public Safety         | 07.23.2024 Floor Mats - PD                            | 39.52     |
|                                                    |      | 2240126238      | Genl Govt/Facilities  | 07.23.2024 Floor Mats - RACC                          | 3.41      |
|                                                    |      |                 | Community Development | 07.23.2024 Floor Mats - RACC                          | 7.08      |
|                                                    |      | 2240124096      | Genl Govt/Facilities  | 07316.2024 Floor Mats - RACC                          | 3.41      |
|                                                    |      |                 | Community Development | 07316.2024 Floor Mats - RACC                          | 7.08      |
| UNIFIRST CORPORATION Total                         |      |                 |                       |                                                       | 602.89    |
| VANCOUVER BOLT AND SUPPLY                          | 0447 | 437796          | Genl Govt/Facilities  | PW Shop Lube                                          | 1.18      |
|                                                    |      |                 | Public Works          | PW Shop Lube                                          | 18.79     |
| VANCOUVER BOLT AND SUPPLY Total                    |      |                 |                       |                                                       | 19.97     |
| WA STATE DEPARTMENT OF TRANSPORTATION              | 0688 | RE44JD17360L005 | Public Works          | SR501 Pioneer Widening Plan Review                    | 665.35    |
|                                                    |      | RE44JD17340L006 | Public Works          | Overpass Safety Screen Plans Reveiw                   | 1,174.52  |
| WA STATE DEPARTMENT OF TRANSPORTATION Total        |      |                 |                       |                                                       | 1,839.87  |
| WAPITI NW LLC                                      | 2545 | 41417           | Public Works          | PWSTW/Streets John Deere 6105 - Oil Change and Maint. | 1,820.53  |
| WAPITI NW LLC Total                                |      |                 |                       |                                                       | 1,820.53  |
| WASHINGTON STATE PATROL                            | 0463 | T2400073        | Public Safety         | EVOC Instruction Basic - Marvitz                      | 1,576.28  |
| WASHINGTON STATE PATROL Total                      |      |                 |                       |                                                       | 1,576.28  |
| WASHINGTON STATE TREASURER                         | 642  | 0642-Q2.2024    | Genl Govt/Facilities  | Q2.2024 Building Code Fees                            | 1,232.50  |
| WASHINGTON STATE TREASURER Total                   |      |                 |                       |                                                       | 1,232.50  |
| WATERSHED ALLIANCE OF SOUTHWEST WASHINGTON         | 3284 | RID-2NDQTR2024  | Genl Govt/Facilities  | Q2.2024 Horns Corner Park Design                      | 12,748.74 |
| WATERSHED ALLIANCE OF SOUTHWEST WASHINGTON Total   |      |                 |                       |                                                       | 12,748.74 |
| WELLWORKS FOR YOU                                  | 3414 | 32099           | Human Resources       | 07.2024 Wellness Program                              | 793.51    |
| WELLWORKS FOR YOU Total                            |      |                 |                       |                                                       | 793.51    |

City of Ridgefield  
Claims Payment Report  
For Approval on:  
August 8th, 2024

|                                        |      |           |                      |                                           |            |
|----------------------------------------|------|-----------|----------------------|-------------------------------------------|------------|
| WEST COAST EVENT PRODUCTIONS INC       | 3885 | 340951-1  | Genl Govt/Facilities | 2024 F2T Equipment Rental - Final Payment | 3,858.64   |
| WEST COAST EVENT PRODUCTIONS INC Total |      |           |                      |                                           | 3,858.64   |
| WESTERN EQUIPMENT                      | 2363 | INV028562 | Public Works         | Parks Toro Mower Repair Service           | 494.60     |
| WESTERN EQUIPMENT Total                |      |           |                      |                                           | 494.60     |
| WOODLAND SAW AND CYCLE INC.            | 2223 | 3639      | Public Works         | PWSTW Weed Control Sprayer                | 156.44     |
|                                        |      | 3647      | Public Works         | PWSTW Chainsaw Wrenches                   | 25.85      |
| WOODLAND SAW AND CYCLE INC. Total      |      |           |                      |                                           | 182.29     |
| Grand Total                            |      |           |                      |                                           | 754,586.17 |

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** August 8, 2024

**AGENDA ITEM NAME:** Approval of Minutes from the July 25, 2024 Meeting

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**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. 07-25-2024



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

**Regular Meeting - 5:00 PM**

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

**1. South 35th Avenue Extension Alternatives Analysis - Chuck Green, Public Works Director**

The planned S 35th Avenue Extension project is intended to provide a new connection from South 10th Way in the Gee Creek Plateau to Pioneer Street (SR 501) to replace the only existing connection, Bertsinger Road, which is functionally obsolete. The concept for this extension evolved from the last 2000's where previous studies indicated that long-term improvements to the Pioneer Street/Bertsinger Road intersection, and the Pioneer Street/Reiman road intersection nearby, would be expensive and may not resolve future transportation mobility and congestion issues in the Gee Creek Plateau subarea. The City has been collecting an additional per-lot traffic impact fee surcharge for the S 35th Avenue extension project since late 2022. The requirement of collecting these funds is that they are required to be spent within six years of collection for construction of the project.

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

**1. Flag Salute**

**2. Roll Call**

**Present:**

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

**Absent:**

Council Member Lee Wells

MOTION: MOVED TO EXCUSE COUNCIL MEMBER WELLS FROM THE MEETING.

**RESULT: (UNANIMOUS)**

**MOVER:** Council Member Matt Cole

|                  |                                                                                                                                |
|------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>SECONDER:</b> | Mayor Pro Tem Jennifer Lindsay                                                                                                 |
| <b>AYES:</b>     | Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member Chipman, Council Member Burkle, Council Member Favela |

**3. Late changes to the agenda**

**III. PUBLIC COMMENT**

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

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

**IV. CONSENT AGENDA**

MOTION TO APPROVE AS PRESENTED.

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

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the July 11, 2024 Meeting**

**V. PUBLIC HEARING/BUSINESS**

- 1. Public Hearing and Approval of Resolution No. 651 - Support Clark Cowlitz Fire & Rescue Levy Lid Lift - Steve Stuart, City Manager**

Resolution regarding Clark-Cowlitz Fire and Rescue Proposition 4: Multi-Year Levy Lid Lift Restoring Previous Property Tax Levy.

Mayor Onslow Opened the Public Hearing: 7:18PM

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

Mayor Onslow Closed the Public Hearing: 7:29PM

MOTION: MOVED TO ADOPT RESOLUTION NO. 651 AS PRESENTED.

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

**VI. BUSINESS**

**1. Second Reading of Ordinance No. 1426 - Spring 2024 Ridgefield Municipal Code Amendments - Claire Lust, Community Development Director**

The Community Development Department is proposing a series of amendments to the Ridgefield Municipal Code (RMC). The purpose of the proposed amendments is to keep the code up-to-date and to address current development issues in order to better serve the Ridgefield community. The majority of the proposed amendments are to [Title 18 – Development Code](#). Amendments related to the work of the Community Development Department are also proposed to [Title 3 – Revenue and Finance](#), [Title 7 – Animals](#), and [Title 15 – Abatement of Public Nuisances](#).

The City Council conducted a discussion on the proposed code changes, which included testimonies received during the public comment period regarding recreational vehicles.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1426 AMENDING CHAPTERS 18.210.080 C.4 AND 18.220.095 B, TO ALLOW ONE RECREATION VEHICLE PARKED IN FRONT OF THE FRONT BUILDING FACADE (MATCH CLARK COUNTY LANGUAGE).

|                  |                                                                                           |
|------------------|-------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>(4-2)</b>                                                                              |
| <b>MOVER:</b>    | Mayor Pro Tem Lindsay                                                                     |
| <b>SECONDER:</b> | Council Member Chipman                                                                    |
| <b>AYES:</b>     | Mayor Pro Tem Lindsay, Council Member Cole, Council Member Chipman, Council Member Favela |
| <b>NAYS:</b>     | Mayor Onslow, Council Member Burkle                                                       |

**2. Second Reading of Ordinance No. 1427 - Raptors Park Petition to Annex - Claire Lust, Community Development Director**

The Raptors Park petition to annex includes four parcels and adjacent Carty Road right-of-way. The subject parcels are within the Ridgefield Urban Growth Area and are contiguous with the Ridgefield city limits including the Hillhurst Road right-of-way. Therefore, the parcels #215876000, #215857000, #216472000 and #216457000 are eligible for annexation. No development plans have been proposed at this time. Upon annexation, any proposed development will be subject to the City’s land use, engineering, and building review processes beginning with a pre-application conference.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1427 AS PRESENTED.

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

**3. Motion - Approval of Interlocal Agreement with Clark County for Stormwater Partners Collaboration - Chuck Green, Public Works Director**

The City of Ridgefield's National Pollutant Discharge Elimination System Phase II Permit (NPDES), which begins August 1, 2024, requires that there is an Education and Enforcement program to build general awareness about methods to reduce stormwater runoff, change behaviors to reduce or eliminate

behaviors and practices that cause or contribute to adverse stormwater impacts, and create stewardship opportunities that encourage community engagement in addressing the impacts from stormwater runoff. Stormwater Partners of SW Washington is an independent coalition of jurisdictions, agencies and non-profit organizations working together to protect water quality and watersheds in SW Washington. The City has been coordinating with Stormwater Partners as part of the plan for operating under the Department of Ecology's Phase II Municipal MS4 permit for stormwater runoff and pollution prevention, The Stormwater Partners cooperative recognizes that collaboration on programs and opportunities to meet Education and Outreach requirements can result in more effective and consistent products while also benefiting by cost efficiencies gained by sharing resources and costs. Previous work conducted by this cooperative was funded by an Ecology grant that has now expired. The responsibility to cover costs are now the responsibility of each agency. In order to continue participating in this cooperative, the City has the opportunity to sign on with the Stormwater Partners agreement. The agreement notes a maximum expected cost contribution for each agency; Ridgefield's is not to exceed \$20,000 per year.

MOTION: MOVED TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE THE "COLLABORATION OF STORMWATER PARTNERS OF SOUTHWEST WASHINGTON" INTERLOCAL AGREEMENT WITH CLARK COUNTY AND OTHER PARTICIPATING JURISDICTIONS.

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

**4. Motion - Award of Construction Contract for Hillhurst School Zone Pedestrian and Bike Safety Project - Chuck Green, Public Works Director**

In February 2024, the City was successful in securing a Transportation Improvement Board (TIB) Complete Streets Early Opportunity Grant for the Hillhurst School Zone Pedestrian and Bike Safety Project. All work needs to be complete by the end of 2024. The engineer's estimate for the project is \$311,075, of which 80% would be funded with the TIB grant and 20% with local funds. Invitations to bid were released on June 25, 2024 and bids were opened on July 16, 2024. There were three bids received by the July 16, 2024 bid opening. The lowest responsive bid was received from Northeast Electric for an amount of \$297,000, which is \$14,075 under the Engineer's Estimate. This amount includes \$5,000 for minor changes and \$1,500 for work zone safety contingency, which provides for additional work zone traffic control if needed to ensure construction worker and public safety.

MOTION: MOVED TO AWARD THE CONSTRUCTION CONTRACT FOR THE HILLHURST SCHOOL ZONE PEDESTRIAN AND BIKE SAFETY PROJECTS TO NORTHEAST ELECTRIC FOR \$297,000.

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

**5. Motion - Approval of Pioneer Route Jurisdiction Transfer Interlocal Agreement with Washington State Department of Transportation (WSDOT) - Chuck Green, Public Works Director**

City staff have been working with staff from the Washington State Department of Transportation

(WSDOT) to coordinate on a request to transfer jurisdiction of SR 501, otherwise known as Pioneer Street, from WSDOT to the City. The result would be that Pioneer Street would become a City street. HB 2318, an act relating to state route number 501, was passed by the legislature in the 2024 session and the bill was signed by Governor Inslee on March 13, 2024. The bill took effect June 6, 2024, and the formal route jurisdiction change took effect on July 6, 2024. As of that date, the City will be responsible for asset maintenance, design approvals, permits and law enforcement. Through the meetings between City and WSDOT staff, the transfer of route jurisdiction and assets is a complex process. The process itself is guided by WAC 468-30-075, Procedure for transfer of abandoned state highways to cities and towns. During this process, there were several different assets, including right-of-way, easements and equipment, that fall under the removal of the SR 501 designation and transfer to the City of the Pioneer Street route. The proposed Interlocal Agreement provides an overarching basis of agreement for the full transfer of route and assets to take place over the next few months.

MOTION: MOVED TO APPROVE THE INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE COMPLETION OF THE SR 501/PIONEER STREET ROUTE JURISDICTION TRANSFER SUBSTANTIALLY IN THE FORM ATTACHED WITH STAFF AUTHORITY TO CLARIFY THE LIST OF PROPERTY DOCUMENTS TO BE ASSIGNED IN THE AGREEMENT, AND TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO SIGN THE AGREEMENT.

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

**6. Motion - Approval of Purchase and Sale Agreement with Gary Lahti for Right-of-Way and Temporary Construction Easements for the Pioneer Street at 50th Place Roundabout Project - Chuck Green, Public Works Director**

Right-of-way acquisition has been underway to secure right-of-way and temporary construction easements for the Pioneer Widening and 50<sup>th</sup> Place roundabout project. As agreements are negotiated with prospective sellers of real property and easements, individual Purchase and Sale Agreements will be brought to Council for action. All appraisals, negotiations and agreements have been conducted consistent with state and federal acquisition regulations. A critical piece to acquire is from Gary Lahti on the south side of Pioneer Street. An agreement has been reached through negotiations with Mr. Lahti, components will be reflected in the Purchase and Sale Agreement (PSA). The terms of the negotiations are for a total of \$1,166,400 for both the right-of-way and temporary construction easements. The terms include the City agreeing to demolish three vacant structures, and Mr. Lahti will have asbestos assessments completed prior to closing on the sale. Also included is a right-in and right-out driveway from Pioneer Street that will be built as part of the project.

MOTION: MOVED TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH GARY LAHTI FOR AN AMOUNT NOT TO EXCEED \$1,166,400.

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

**7. Motion - Approval of Purchase and Sale Agreement with Don and Dawn Januik for Right-of-Way, Temporary Construction Easements and Mitigation Considerations for the Pioneer Street at 50th Place Roundabout Project - Chuck Green, Public Works Director**

Right-of-way acquisition has been underway to secure right-of-way and temporary construction easements for the Pioneer Widening and 50<sup>th</sup> Place roundabout project. As agreements are negotiated with prospective sellers of real property and easements, individual Purchase and Sale Agreements will be brought to Council for action. All appraisals, negotiations and agreements have been conducted consistent with state and federal acquisition regulations. A critical piece to acquire is from Donald E. Januik and Dawn M. Januik, Trustees of the Januik Revocable Trust, along Pioneer Street, Pioneer Canyon Drive, and N 50th Place. An agreement has been reached through negotiations with the Januiks. The terms of the negotiations are for a total of \$111,540.00 for both right-of-way and temporary construction easements as well as impact mitigation. The agreement includes extinguishing direct access to Pioneer Street from the property and relocating it to the new Pioneer Canyon Drive; building a shared driveway stub for the Januik and shared access easement to the north; and providing for mitigation for impacts of the new road and future community building on City property by compensation to allow the Januiks to build a buffer wall at their discretion, subject to applicable City permits.

MOTION: MOVED TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH DONALD E. JANUIK AND DAWN M. JANUIK, TRUSTEES OF THE JANUIK REVOCABLE TRUST, FOR AN AMOUNT NOT TO EXCEED \$111,540.

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

**8. Motion - Approval of Purchase and Sale Agreement with Discovery Ridge Partners for Right-of-Way and Temporary Construction Easements for the Pioneer Street at 50th Place Roundabout Project - Chuck Green, Public Works Director**

Right-of-way acquisition has been underway to secure right-of-way and temporary construction easements for the Pioneer Widening and 50<sup>th</sup> Place roundabout project. As agreements are negotiated with prospective sellers of real property and easements, individual Purchase and Sale Agreements will be brought to Council for action. All appraisals, negotiations and agreements have been conducted consistent with state and federal acquisition regulations. A critical piece to acquire is from Discovery Ridge Partners on the south side of Pioneer Street. An agreement has been reached through negotiations with the partners. The terms of the negotiations are for a total of \$121,716.00 for both right-of-way and temporary construction easements.

MOTION: MOVED TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH DISCOVERY RIDGE PARTNERS FOR AN AMOUNT NOT TO EXCEED \$121,716.

|                  |                             |
|------------------|-----------------------------|
| <b>RESULT:</b>   | <b>(UNANIMOUS)</b>          |
| <b>MOVER:</b>    | Council Member Clyde Burkle |
| <b>SECONDER:</b> | Council Member Katie Favela |

|              |                                                                                                                                |
|--------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>AYES:</b> | Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member Chipman, Council Member Burkle, Council Member Favela |
|--------------|--------------------------------------------------------------------------------------------------------------------------------|

**9. Motion – Approve Purchase of Wetland Impact Mitigation Credits from East Fork Lewis Mitigation Partners for Pioneer Street Widening and 50<sup>th</sup> Place Roundabout Project Wetland Impact Mitigation - Chuck Green, Public Works Director**

As part of the environmental review and permitting process, the project’s design and environmental consultant, HHPR, prepared a critical areas and wetlands impact report. The report concluded that four wetlands will be impacted by the project and will require mitigation to secure permits from the Army Corps of Engineers and Department of Ecology. Although a number of design considerations reduced the impacts to wetlands, there are still some unavoidable impacts that require mitigation. HHPR’s assessment included consideration of mitigation occurring on City-owned land adjacent to the project and wetlands being impacted. However, HHPR concluded that onsite mitigation is not a viable option as the City-owned land is not suitable for mitigation, and in addition, the small size of the impact means that any stand-alone mitigation site would be too small to provide significant habitat functions. The recommended alternative is for the City to purchase credits from the East Fork Lewis Mitigation Bank. Established in 2011, the 113-acre East Fork Lewis Mitigation Bank (EFLMB) is located in Clark County near La Center and is approved by the Department of Ecology for mitigation use. The EFLMB is restoring and enhancing degraded agricultural land and fields, such as those impacted by this project. Purchasing mitigation credits enables the City to comply with the mitigation requirements of the Army Corps and Ecology permits. The EFLMB is maintained and operated by East Fork Lewis Mitigation Partners, LLC a Washington limited liability company and would provide the City appropriate documentation of the credits being purchased. The cost to purchase the 1.01 mitigation credits is \$227,250. As this exceeds the \$100,000 signature authority of the City Manager, Council approval of the purchase is necessary.

MOTION: MOVED TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO ENTER INTO THE PURCHASE AGREEMENT FOR 1.01 MITIGATION CREDITS FROM THE EAST FORK LEWIS MITIGATION PARTNERS FOR AN AMOUNT NOT TO EXCEED \$227,250.

|                  |                                                                                                                                |
|------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>(UNANIMOUS)</b>                                                                                                             |
| <b>MOVER:</b>    | Council Member Katie Favela                                                                                                    |
| <b>SECONDER:</b> | Council Member Clyde Burkle                                                                                                    |
| <b>AYES:</b>     | Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, 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 Cole - Attended Art Association Summer Porluck.

Mayor Pro Tem Lindsay - Ride-Along with Officer Jensen, attended AWC Legislative Priorities Meeting.

Council Member Burkle - Attended City Manager Briefing, Roundabout Grape Trimming.

**2. Mayor**

Attended Main Street Days Event, Mayor's Dinner, Ribbon Cutting for Mountain View Dental, Meeting with Sue Marshal.

**3. City Manager**

City Manager Steve Stuart - Pavement Preservation Update and Kudos, Grant Updates.

Public Works Director Chuck Green - North Royle Road Update.

Deputy City Manager Lee Knottnerus - City Events Update, Communication Team Stats Update.

Police Chief Cathy Doriot - National Night Out is August 6th.

**IX. ADJOURN**

9:05PM

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Julie Ferriss, City Clerk

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Ron Onslow, Mayor

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** August 8, 2024

**AGENDA ITEM NAME:** 1st Half 2024 Budget to Actual and Economic Forecast

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**GOVERNING LEGISLATION**

RCW 35A.33: Budgets in Code Cities; City of Ridgefield Financial Policy #07: Budget

**PREVIOUS COUNCIL ACTION TAKEN:**

The council routinely reviews financial reports. An economic update occurs annually at the beginning of the following year's budget process.

**SUMMARY/BACKGROUND:**

Review the budget to actual results for the first half of 2024. Present an economic update specific to Ridgefield.

**BUDGET/FINANCIAL IMPACTS:**

No financial impact. presentation only.

**RECOMMENDED ACTION OR MOTION:**

No action requested. Presentation only.

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

**ATTACHMENTS:**

1. 2nd Qtr 2024 Budget Report



# 2<sup>nd</sup> Quarter 2024 Budget Report and Economic Update



# 2024 Reserves Per Policy

|                                                                       | O&M        | Revenue<br>Stab. | Debt<br>Service | Separation | Capital   | Capital<br>Repair &<br>Replace | 2024<br>Reserves | 2023<br>Reserves | % Change |
|-----------------------------------------------------------------------|------------|------------------|-----------------|------------|-----------|--------------------------------|------------------|------------------|----------|
| General Fund                                                          | 1,808,606  | 1,008,654        | 141,113         | 118,202    | 1,101,250 | -                              | 4,177,825        | 3,327,969        | 25.54%   |
| Building & Permitting                                                 | 509,385    | 200,719          | -               | 39,496     | -         | -                              | 749,600          | 665,967          | 12.56%   |
| Water Fund                                                            | 572,242    | -                | -               | 21,699     | 263,236   | 774,561                        | 1,631,738        | 1,381,176        | 18.14%   |
| Storm Fund                                                            | 168,911    | -                | 19,323          | 15,722     | 242,013   | 320,987                        | 766,956          | 646,251          | 18.68%   |
| Total                                                                 | 3,059,144  | 1,209,373        | 160,436         | 195,119    | 1,606,499 | 1,095,548                      | 7,326,119        | 6,021,363        | 21.67%   |
| Capital Repair and Replacement Minimum Target (2% of Historical Cost) |            |                  |                 |            |           |                                |                  |                  |          |
|                                                                       | Historical | Target           | Total           | Balance    | Variance  | % Target                       |                  |                  |          |
| Water Fund                                                            | 26,526,728 | 2%               | 530,535         | 774,561    | 244,026   | 146%                           |                  |                  |          |
| Storm Fund                                                            | 25,775,240 | 2%               | 515,505         | 320,987    | (194,518) | 62%                            |                  |                  |          |

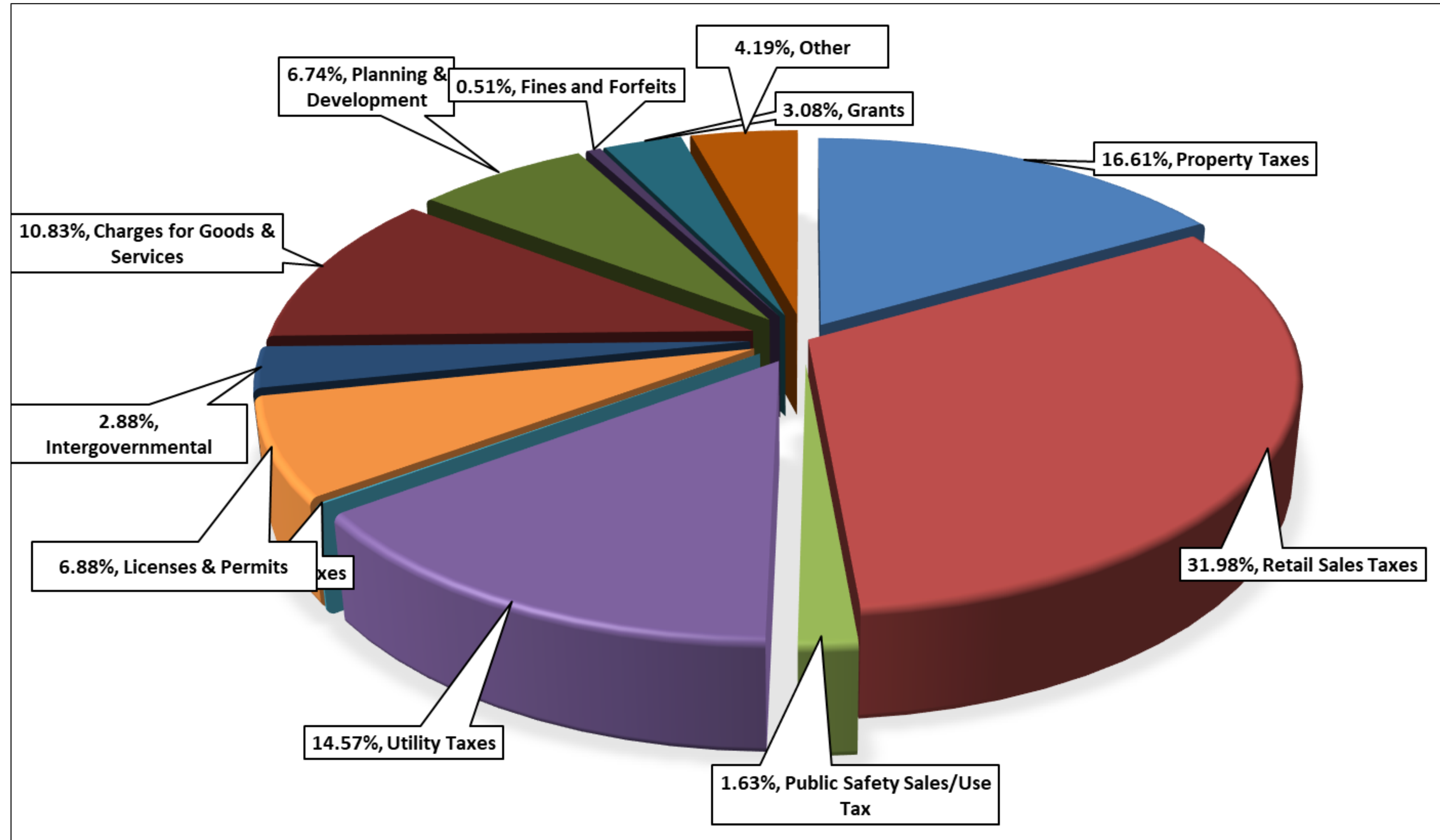


# 2nd Quarter 2024 General Fund Revenue

| Revenue                                  | 2Q 2024<br>YTD Actual | 2024<br>Budget      | 2Q % of<br>Budget | 2Q 2023<br>YTD Actual | 2Q 2024 v<br>2Q 2023 |
|------------------------------------------|-----------------------|---------------------|-------------------|-----------------------|----------------------|
| Property Taxes                           | \$ 1,282,922          | \$ 2,340,000        | 54.8%             | \$ 1,222,127          | 5.0%                 |
| Retail Sales Taxes                       | 1,513,181             | 4,735,000           | 32.0%             | 1,237,880             | 22.2%                |
| Utility and Other Taxes                  | 759,929               | 2,064,500           | 36.8%             | 704,293               | 7.9%                 |
| Licenses and Permits                     | 793,170               | 969,180             | 81.8%             | 606,196               | 30.8%                |
| Planning and Development                 | 573,589               | 950,000             | 60.4%             | 542,780               | 5.7%                 |
| Fines Forfeits and Restitution           | 31,443                | 72,000              | 43.7%             | 29,251                | 7.5%                 |
| Charges for Goods and Services           | 19,464                | 37,600              | 51.8%             | 16,439                | 18.4%                |
| Interfund Charges for Goods and Services | 783,813               | 1,488,406           | 52.7%             | 1,048,366             | -25.2%               |
| Intergovernmental/Grants/Other           | 459,487               | 1,429,600           | 32.1%             | 462,560               | -0.7%                |
| <b>Total General Fund Revenue</b>        | <b>\$ 6,216,998</b>   | <b>\$14,086,286</b> | <b>44.1%</b>      | <b>\$ 5,869,892</b>   | <b>5.9%</b>          |



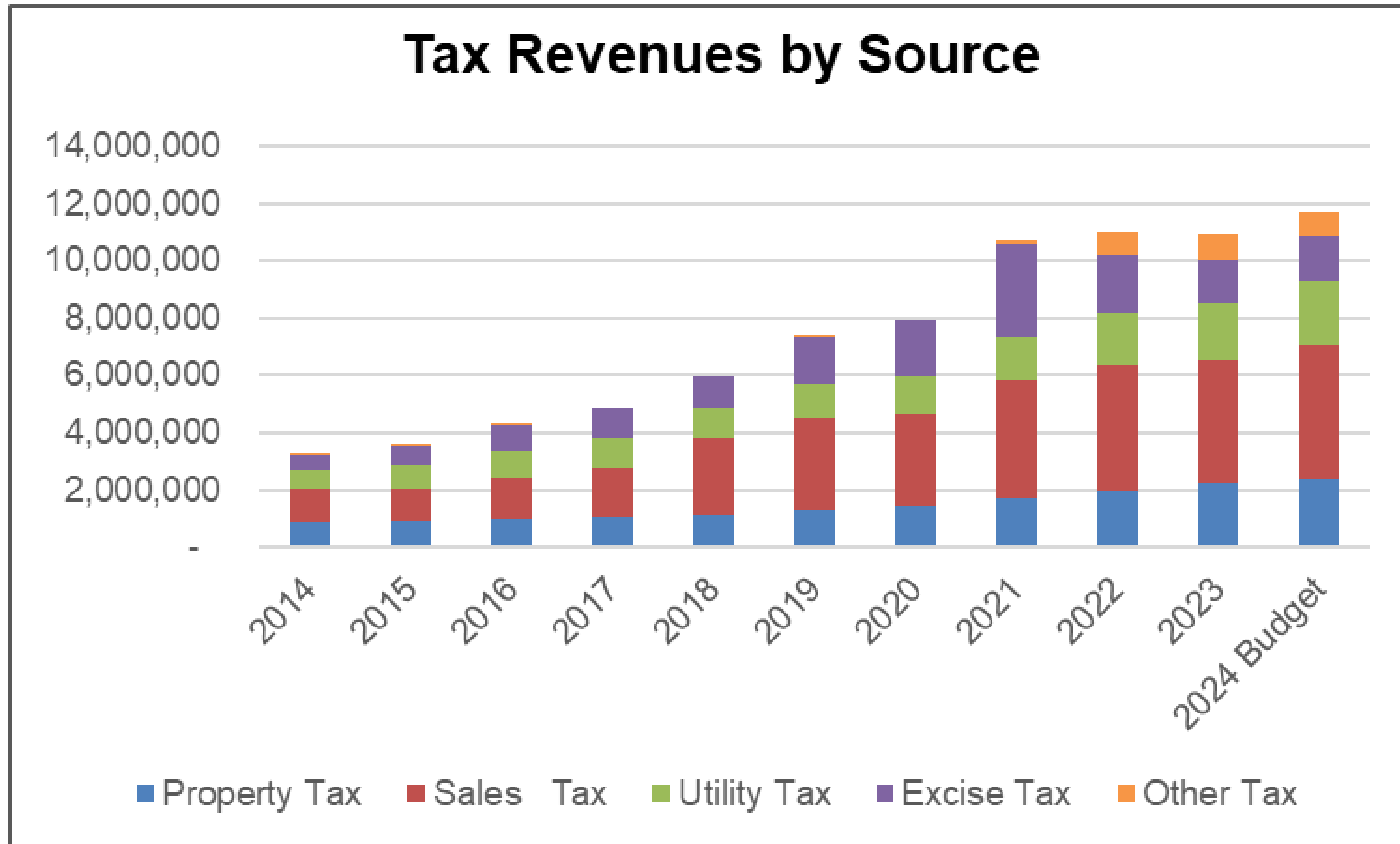
# General Fund Revenue Sources



Source: City of Ridgefield Finance Department



# Tax Revenue Sources

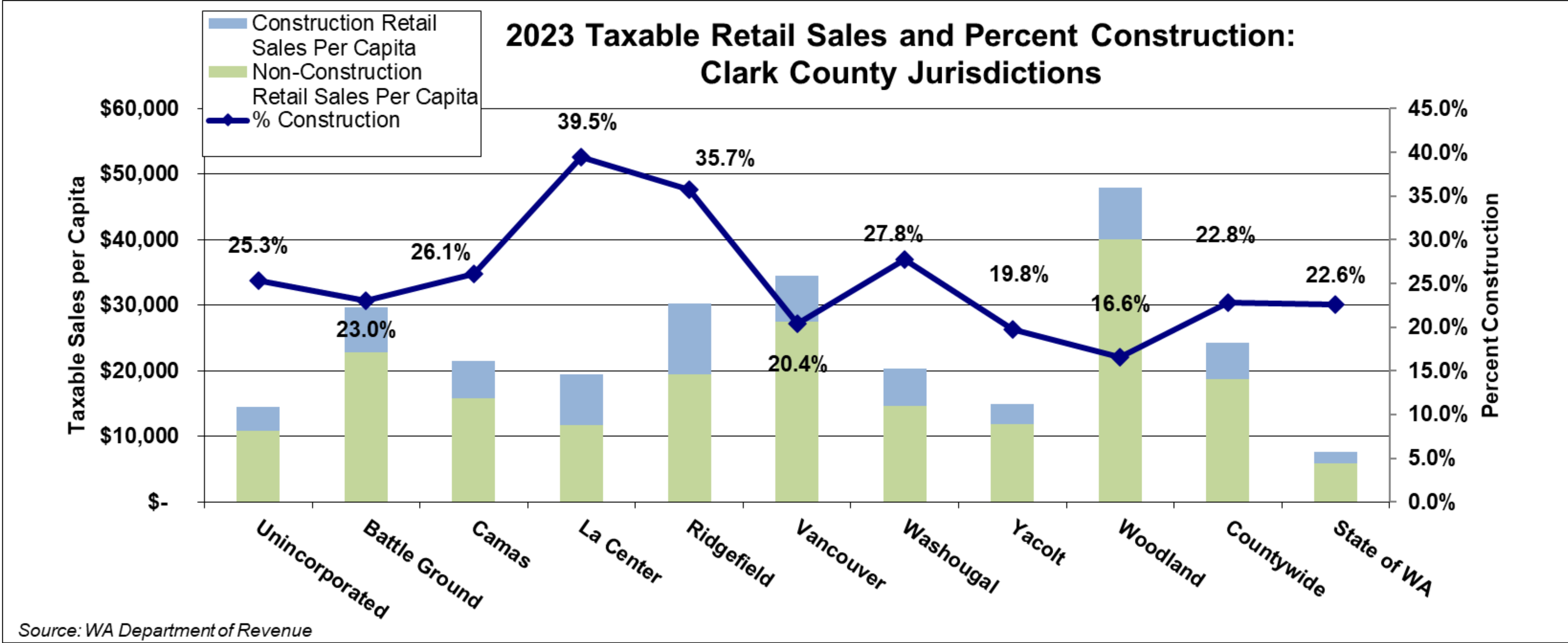


Source: City of Ridgefield Finance Department



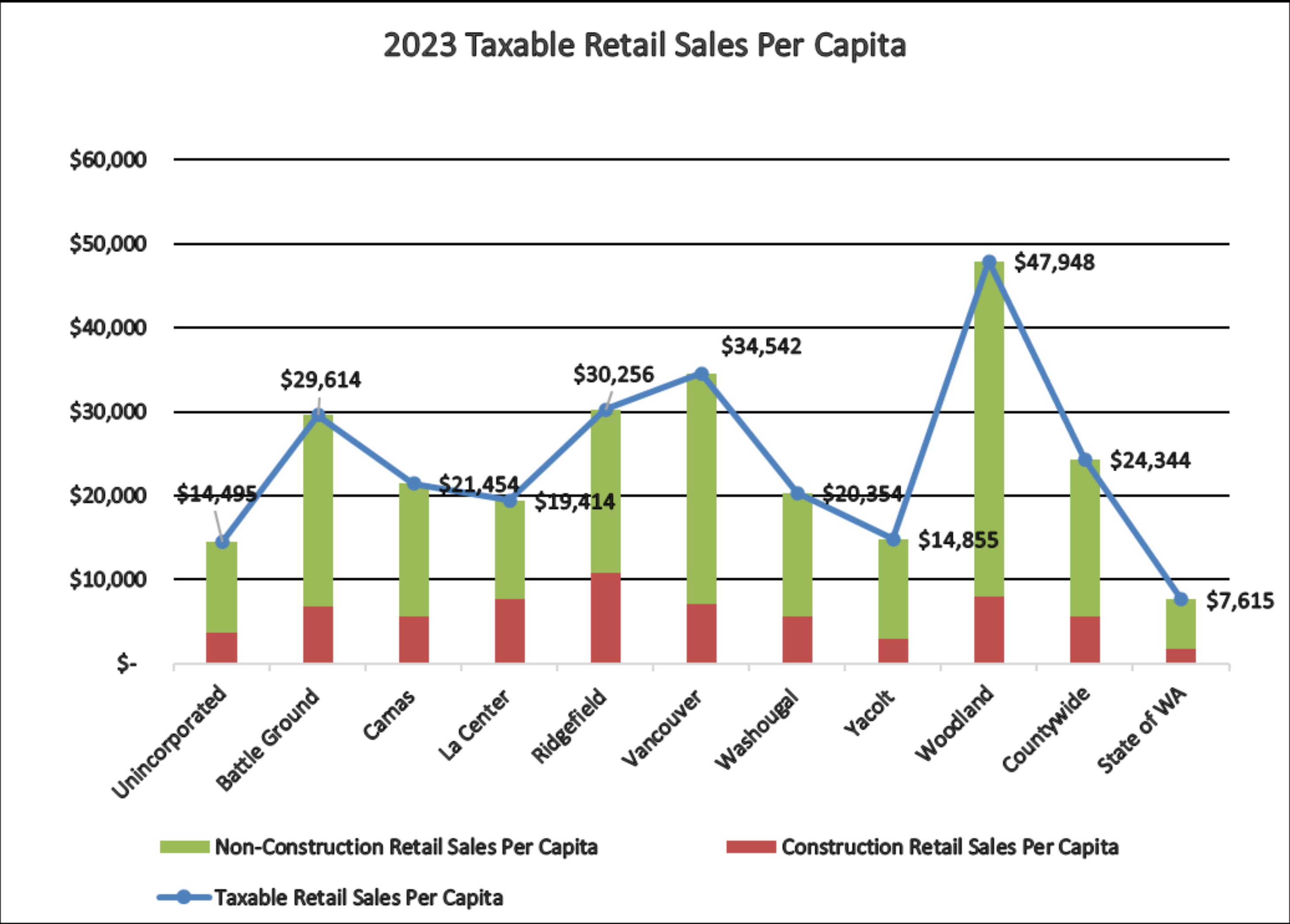
# General Fund Sales & Use Tax Revenue

## Retail Sales & Construction Comparison



# General Fund Sales & Use Tax Revenue

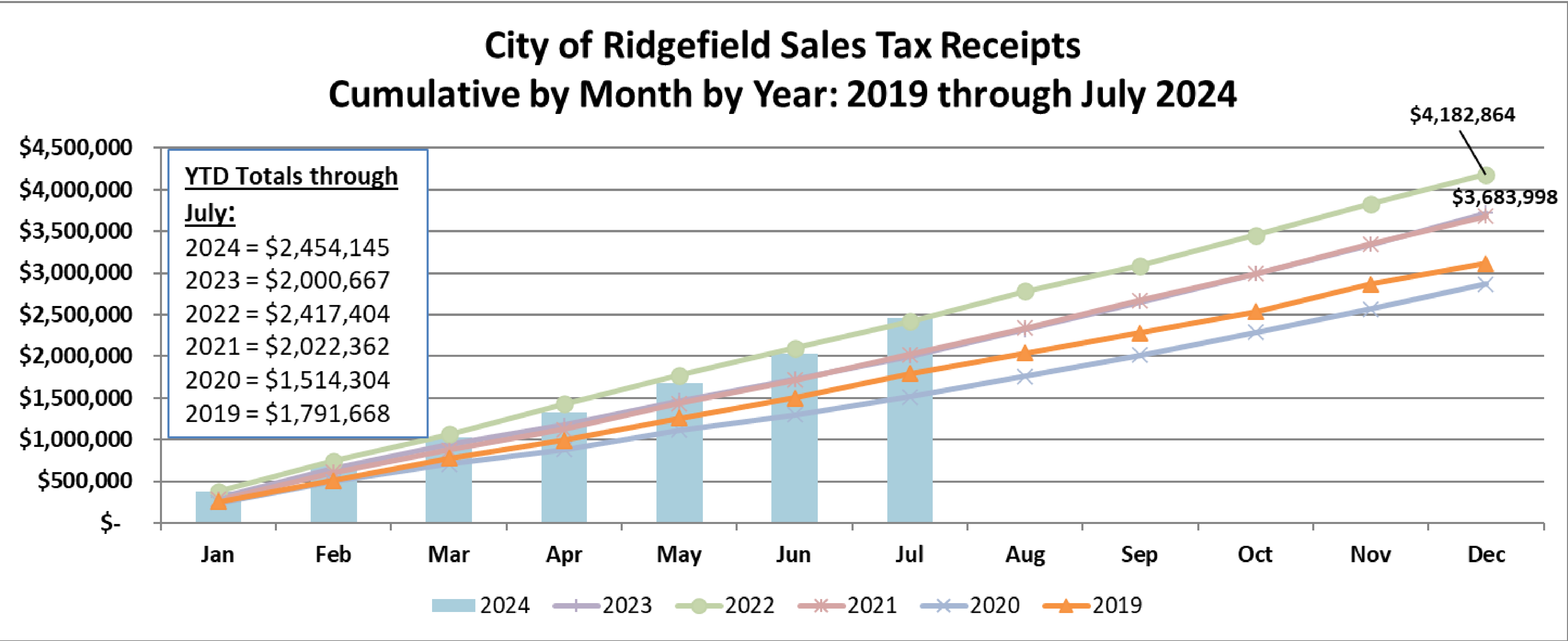
## Taxable Retail Sales Per Capita



Source: WA Department of Revenue



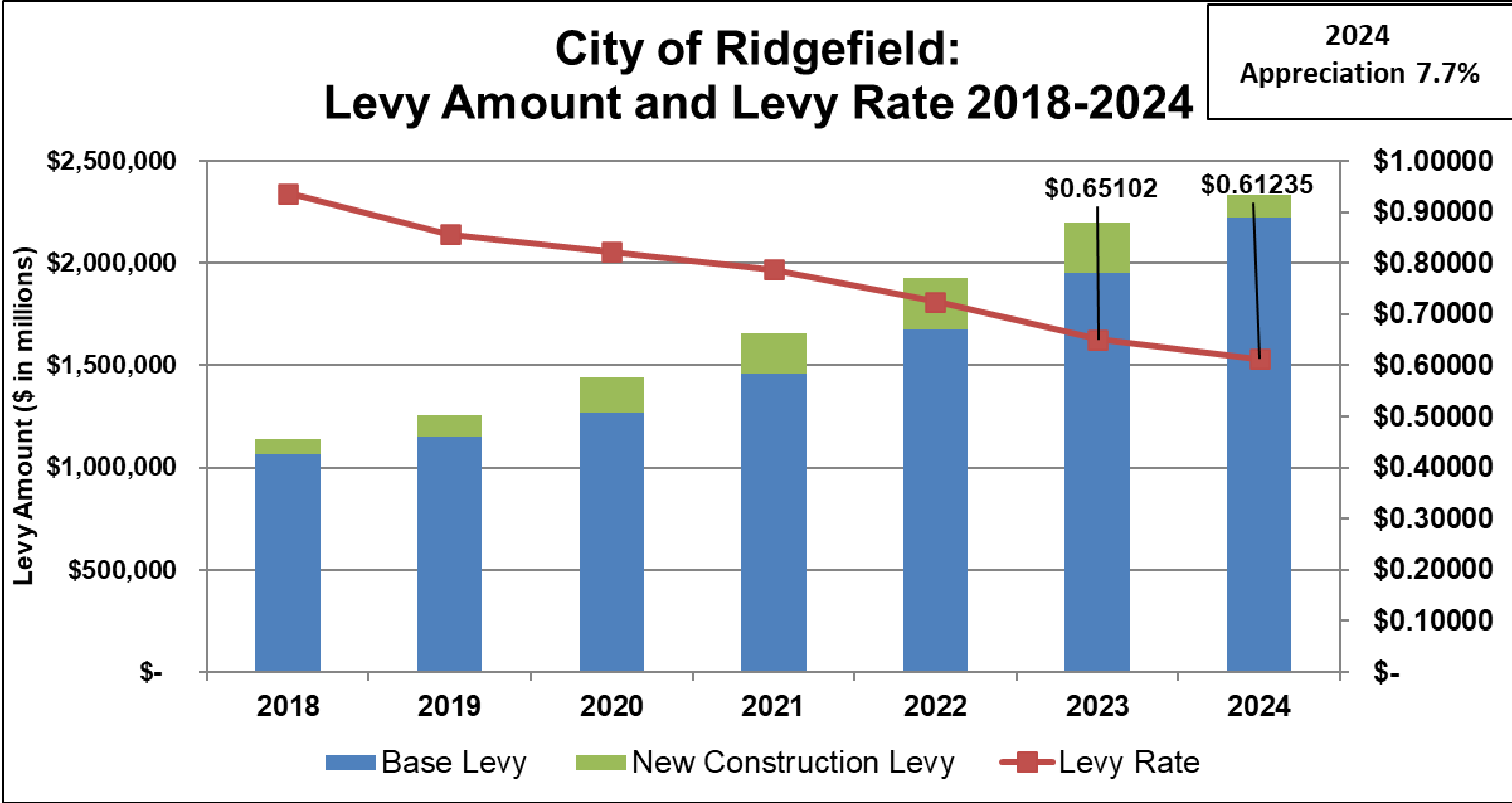
# General Fund Sales & Use Tax Revenue



Source: City of Ridgefield Finance Department



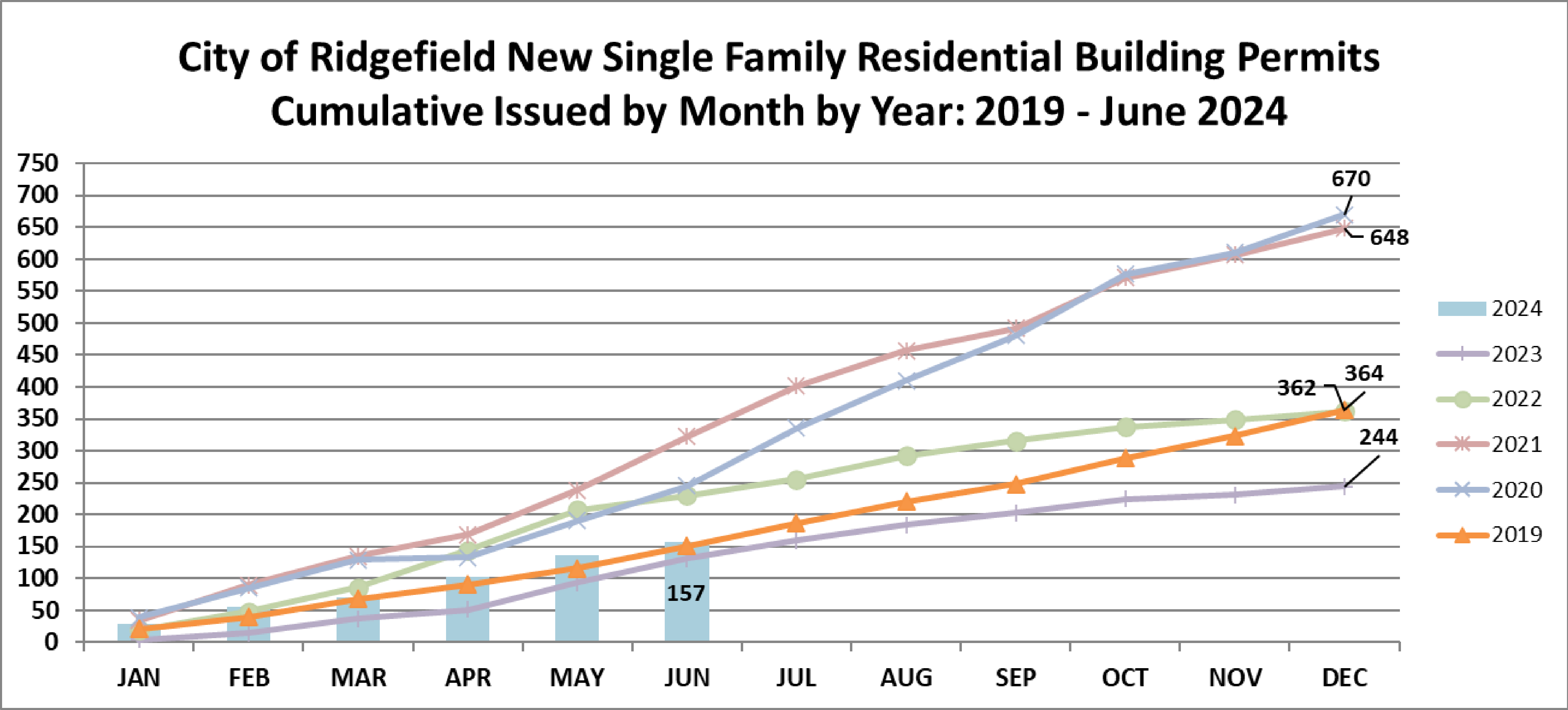
# Property Tax Levy



Source: Clark County Assessors Office



# Ridgefield - SFR Permitting



Source: City of Ridgefield Community Development Department

New housing starts up 3% nationally in June compared to May 2024 and 4.4% down compared to June 2023.



# 2nd Quarter 2024

## General Fund Expense

| Expense                           | 2Q 2024<br>YTD Actual | 2024<br>Budget        | 2Q % of<br>Budget | 2Q 2023<br>YTD Actual | 2Q 2024 v<br>2Q 2023 |
|-----------------------------------|-----------------------|-----------------------|-------------------|-----------------------|----------------------|
| <b>Department</b>                 |                       |                       |                   |                       |                      |
| City Council                      | \$ 56,247             | \$ 135,000            | 41.7%             | \$ 51,637             | 8.9%                 |
| Judicial                          | 147,259               | 335,000               | 44.0%             | 115,742               | 27.2%                |
| Executive                         | 142,386               | 350,800               | 40.6%             | 133,843               | 6.4%                 |
| Finance                           | 504,884               | 977,600               | 51.6%             | 412,592               | 22.4%                |
| Legal                             | 37,875                | 70,000                | 54.1%             | 24,378                | 55.4%                |
| Human Resources                   | 224,506               | 506,500               | 44.3%             | 192,415               | 16.7%                |
| Administration                    | 328,442               | 745,700               | 44.0%             | 314,745               | 4.4%                 |
| General Government/Facilities     | 1,096,169             | 1,992,075             | 55.0%             | 1,135,409             | -3.5%                |
| Information Tech                  | 275,944               | 496,000               | 55.6%             | 228,554               | 20.7%                |
| Public Safety                     | 1,911,508             | 4,789,900             | 39.9%             | 2,074,210             | -7.8%                |
| Cemetery                          | 31,193                | 51,925                | 60.1%             | 21,548                | 44.8%                |
| Community Development             | 1,693,445             | 4,153,216             | 40.8%             | 1,733,836             | -2.3%                |
| Parks                             | 487,097               | 1,246,715             | 39.1%             | 407,624               | 19.5%                |
| Transfers - To Debt Service       | 141,112               | 141,125               | 0.0%              | -                     | 0.0%                 |
| Transfers - To Equip Replace Fund | 75,000                | 150,000               | 0.0%              | 184,300               | 0.0%                 |
| Transfers - To Street Fund        | 526,468               | 1,052,935             | 50.0%             | 400,000               | 100.0%               |
| Transfers - To Capital Facilities | -                     | 360,000               | 0.0%              | -                     | #DIV/0!              |
| Transfers - To Capital - Streets  | -                     | 657,250               | 0.0%              | -                     | 0.0%                 |
| Transfers - To Capital - Parks    | 44,768                | 2,096,000             | -                 | -                     | 100.0%               |
| <b>Total General Fund Expense</b> | <b>\$ 7,724,303</b>   | <b>\$20,307,741</b>   | <b>38.0%</b>      | <b>\$ 7,430,833</b>   | <b>3.9%</b>          |
| <b>Total Net Revenue (Loss)</b>   | <b>\$ (1,507,305)</b> | <b>\$ (6,221,455)</b> | <b>24.2%</b>      | <b>\$ (1,560,941)</b> | <b>-3.4%</b>         |



# 2nd Quarter 2024

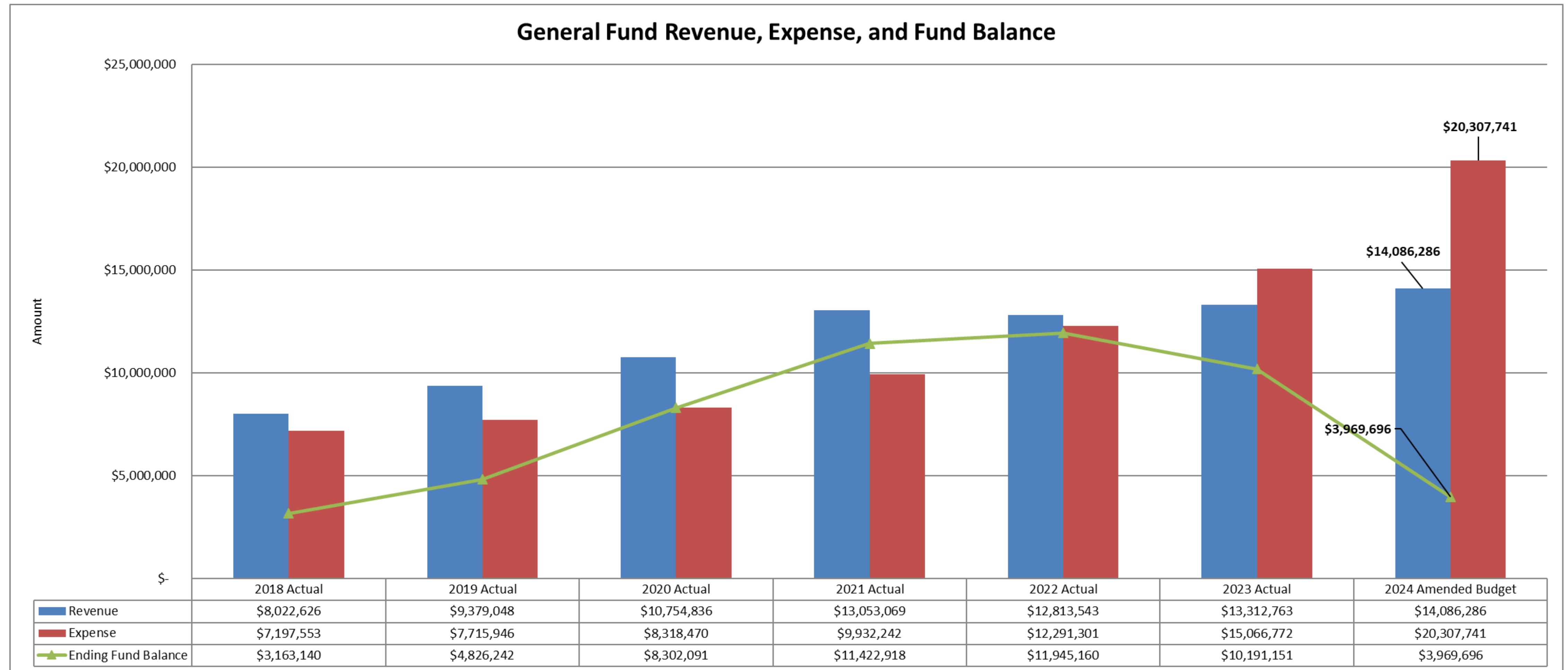
## General Fund - Fund Balance

| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|------------------------------------------|-------------------------------|------------------------|-------------------------------|------------------------------|
| Beginning Balance                        | \$ 10,191,151                 | \$10,191,151           | \$ 11,945,660                 | -14.7%                       |
| Net Increase (Decrease)                  | (1,507,305)                   | (6,221,455)            | (1,560,941)                   | -3.4%                        |
| Ending Balance                           | 8,683,846                     | 3,969,696              | 10,384,719                    | -16.4%                       |
| Less: Reserved Amounts *                 | 4,972,611                     | 4,972,611              | 3,993,936                     | 24.5%                        |
| <b>Net Ending Available Fund Balance</b> | <b>\$ 3,711,235</b>           | <b>\$ (1,002,915)</b>  | <b>\$ 6,390,783</b>           | <b>-41.9%</b>                |
| * Includes Street Fund Reserves          |                               |                        |                               |                              |



# 2nd Quarter 2024

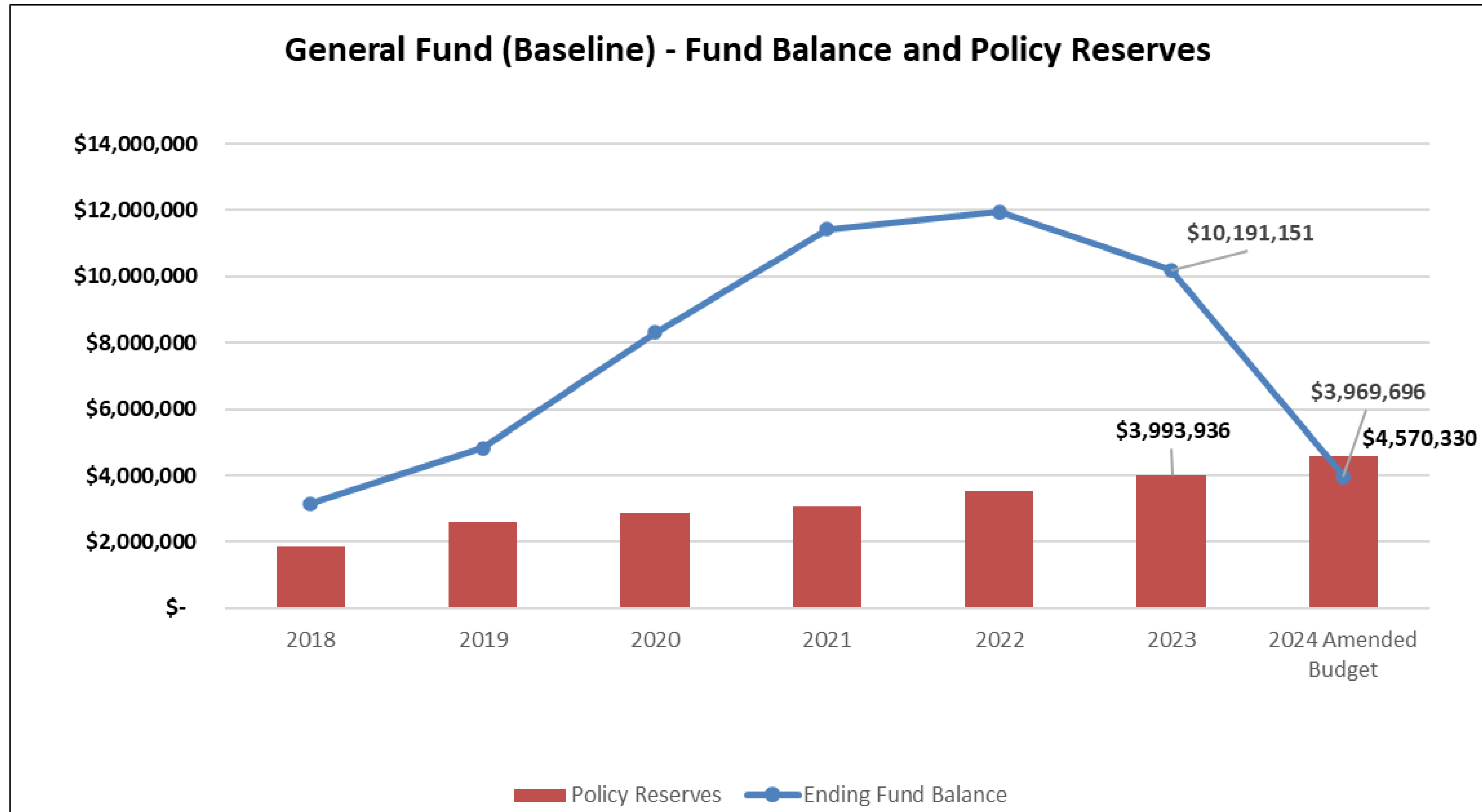
## General Fund - Fund Balance



Source: City of Ridgefield Finance Department



# 2nd Quarter 2024 General Fund - Fund Balance



Source: City of Ridgefield Finance Department



# 2nd Quarter 2024

## Street Fund

| <b>Revenue</b>                           | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|------------------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------------|
| Tax/Franchise Fees                       | \$ 42,136                     | \$ 149,000             | 28.3%                     | \$ 51,692                     | -18.5%                       |
| Vehicle Motor Fuel Tax                   | 97,546                        | 296,500                | 32.9%                     | 91,013                        | 7.2%                         |
| Grants                                   | -                             | 56,000                 | 0.0%                      | -                             | #DIV/0!                      |
| Permits                                  | 9,750                         | 20,000                 | 48.8%                     | 12,277                        | -20.6%                       |
| Transfer In - General Fund               | 526,468                       | 1,052,935              | 50.0%                     | 400,000                       | 31.6%                        |
| Other Revenue                            | 53,827                        | 25,525                 | 210.9%                    | 3,036                         | 100.0%                       |
| <b>Total Street Fund Revenue</b>         | <b>\$ 729,727</b>             | <b>\$ 1,599,960</b>    | <b>45.6%</b>              | <b>\$ 558,018</b>             | <b>30.8%</b>                 |
| <b>Expense</b>                           | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Street Fund                              | \$ 693,172                    | \$ 1,598,535           | 43.4%                     | \$ 545,528                    | 27.1%                        |
| <b>Total Street Fund Expense</b>         | <b>\$ 693,172</b>             | <b>\$ 1,598,535</b>    | <b>43.4%</b>              | <b>\$ 545,528</b>             | <b>27.1%</b>                 |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ 36,555</b>              | <b>\$ 1,425</b>        | <b>2565.3%</b>            | <b>\$ 12,490</b>              | <b>192.7%</b>                |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 35,563                     | \$ 35,563              |                           | \$ 133,720                    | -73.4%                       |
| Net Increase (Decrease)                  | 36,555                        | 1,425                  |                           | 12,490                        | 192.7%                       |
| Ending Balance                           | 72,118                        | 36,988                 |                           | 146,210                       | -50.7%                       |
| Less: Reserved Amounts *                 | -                             | -                      |                           | -                             |                              |
| <b>Net Ending Available Fund Balance</b> | <b>\$ 72,118</b>              | <b>\$ 36,988</b>       |                           | <b>\$ 146,210</b>             | <b>-50.7%</b>                |
| *Reserves Maintained in General Fund     |                               |                        |                           |                               |                              |



# 2nd Quarter 2024

## Special Revenue & Debt Service Funds

| <b>Drug Fund</b>                         | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|------------------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------------|
| Revenue                                  | \$ 14                         | \$ 1,510               | 0.9%                      | \$ 55                         | -74.5%                       |
| Expense                                  | -                             | 500                    | 0.0%                      | -                             | #DIV/0!                      |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ 14</b>                  | <b>\$ 1,010</b>        | <b>1.4%</b>               | <b>\$ 55</b>                  | <b>-74.5%</b>                |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 9,678                      | \$ 9,678               |                           | \$ 9,189                      | 5.3%                         |
| Net Increase (Decrease)                  | 14                            | 1,010                  |                           | 55                            | -74.5%                       |
| <b>Net Ending Available Fund Balance</b> | <b>\$ 9,692</b>               | <b>\$ 10,688</b>       |                           | <b>\$ 9,244</b>               | <b>4.8%</b>                  |
| <b>Affordable Housing</b>                | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Revenue                                  | \$ 529                        | \$ 25,000              | 2.1%                      | \$ 81                         | 553.1%                       |
| Expense                                  | -                             | -                      | 0.0%                      | -                             | 0.0%                         |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ 529</b>                 | <b>\$ 25,000</b>       |                           | <b>\$ 81</b>                  | <b>553.1%</b>                |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 90,470                     | \$ 90,470              |                           | \$ 67,176                     | 34.7%                        |
| Net Increase (Decrease)                  | 529                           | 25,000                 |                           | 81                            | 553.1%                       |
| <b>Net Ending Available Fund Balance</b> | <b>90,999</b>                 | <b>\$ 115,470</b>      |                           | <b>\$ 67,257</b>              | <b>35.3%</b>                 |
| <b>Debt Service Fund</b>                 | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Revenue                                  | \$ 1,119,634                  | \$ 34,454,680          | 3.2%                      | \$ 452,278                    | 100.0%                       |
| Expense                                  | 869,562                       | 34,454,680             | 2.5%                      | 452,278                       | 100.0%                       |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ 250,072</b>             | <b>\$ -</b>            |                           | <b>\$ -</b>                   |                              |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ -                          | \$ -                   |                           | \$ -                          |                              |
| Net Increase (Decrease)                  | 250,072                       | -                      |                           | -                             |                              |
| <b>Net Ending Available Fund Balance</b> | <b>250,072</b>                | <b>\$ -</b>            |                           | <b>\$ -</b>                   |                              |



# 2nd Quarter 2024

## REET and TBD

| <b>Real Estate Excise Tax<br/>(REET)</b>         | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|--------------------------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------------|
| Revenue                                          | \$ 910,534                    | \$ 1,725,000           | 52.8%                     | \$ 820,515                    | 11.0%                        |
| Expense                                          | 443,569                       | 2,288,555              | 19.4%                     | 452,278                       | -1.9%                        |
| <b>Total Net Revenue (Loss)</b>                  | <b>\$ 466,965</b>             | <b>\$ (563,555)</b>    | <b>-82.9%</b>             | <b>\$ 368,237</b>             | <b>26.8%</b>                 |
| <b>Fund Balance</b>                              | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                                | \$ 4,285,137                  | \$ 4,285,137           |                           | \$ 4,501,079                  | -4.8%                        |
| Net Increase (Decrease)                          | 466,965                       | (563,555)              |                           | 368,237                       | 26.8%                        |
| Ending Fund Balance                              | 4,752,102                     | 3,721,582              |                           | 4,869,316                     | -2.4%                        |
| Debt Service Reserve                             | 1,409,391                     | 1,409,391              |                           | 1,413,553                     | -0.3%                        |
| <b>Net Ending Available Fund Balance</b>         | <b>\$ 3,342,711</b>           | <b>\$ 2,312,191</b>    |                           | <b>\$ 3,455,763</b>           | <b>-3.3%</b>                 |
| <b>Transportation Benefit<br/>District (TBD)</b> | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Revenue                                          | \$ 308,781                    | \$ 850,100             | 36.3%                     | \$ 252,582                    | 22.2%                        |
| Expense                                          | 7,400                         | 1,047,900              | 0.7%                      | 17,053                        | -56.6%                       |
| <b>Total Net Revenue (Loss)</b>                  | <b>\$ 301,381</b>             | <b>\$ (197,800)</b>    | <b>-152.4%</b>            | <b>\$ 235,529</b>             | <b>100.0%</b>                |
| <b>Fund Balance</b>                              | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                                | \$ 389,688                    | \$ 389,688             |                           | \$ 586,915                    | -33.6%                       |
| Net Increase (Decrease)                          | 301,381                       | (197,800)              |                           | 235,529                       | 28.0%                        |
| <b>Net Ending Available Fund Balance</b>         | <b>691,069</b>                | <b>\$ 191,888</b>      |                           | <b>\$ 822,444</b>             | <b>-16.0%</b>                |



# 2nd Quarter 2024 Impact Fee Funds

| <b>Park Impact Fee (PIF)</b>             | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|------------------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------------|
| Revenue                                  | \$ 184,610                    | \$ 251,250             | 73.5%                     | \$ 220,786                    | -16.4%                       |
| Expense                                  | 275,448                       | 827,000                | 33.3%                     | 747,194                       | -63.1%                       |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ (90,838)</b>            | <b>\$ (575,750)</b>    | <b>15.8%</b>              | <b>\$ (526,408)</b>           | <b>-82.7%</b>                |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 1,331,917                  | \$ 1,331,917           |                           | \$ 2,649,061                  | -49.7%                       |
| Net Increase (Decrease)                  | (90,838)                      | (575,750)              |                           | (526,408)                     | -82.7%                       |
| <b>Net Ending Available Fund Balance</b> | <b>\$ 1,241,079</b>           | <b>\$ 756,167</b>      |                           | <b>\$ 2,122,653</b>           | <b>-41.5%</b>                |
| <b>Traffic Impact Fee (TIF)</b>          | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Revenue                                  | \$ 403,836                    | \$ 568,250             | 71.1%                     | \$ 345,132                    | 17.0%                        |
| Expense                                  | 604,248                       | 1,716,000              | 35.2%                     | 1,693,297                     | -64.3%                       |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ (200,412)</b>           | <b>\$ (1,147,750)</b>  | <b>17.5%</b>              | <b>\$(1,348,165)</b>          | <b>-85.1%</b>                |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 885,341                    | \$ 885,341             |                           | \$ 2,308,003                  | -61.6%                       |
| Net Increase (Decrease)                  | (200,412)                     | (1,147,750)            |                           | (1,348,165)                   | -85.1%                       |
| <b>Net Ending Available Fund Balance</b> | <b>\$ 684,929</b>             | <b>\$ (262,409)</b>    |                           | <b>\$ 959,838</b>             | <b>-28.6%</b>                |



# 2nd Quarter 2024

## General Capital & Equipment Replacement Funds

| <b>General Capital Projects</b>          | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|------------------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------------|
| Revenue                                  | \$ 2,563,912                  | \$ 47,310,050          | 5.4%                      | \$ 2,808,596                  | -8.7%                        |
| Expense                                  | 5,088,533                     | 46,059,550             | 11.0%                     | 2,782,216                     | 82.9%                        |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ (2,524,621)</b>         | <b>\$ 1,250,500</b>    | <b>-100.0%</b>            | <b>\$ 26,380</b>              | <b>-9670.2%</b>              |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 950,163                    | \$ 950,163             |                           | \$ 1,037,341                  | -8.4%                        |
| Net Increase (Decrease)                  | (2,524,621)                   | 1,250,500              |                           | 26,380                        | -9670.2%                     |
| <b>Net Ending Available Fund Balance</b> | <b>\$ (1,574,458)</b>         | <b>\$ 2,200,663</b>    |                           | <b>\$ 1,063,721</b>           | <b>-248.0%</b>               |

| <b>Equipment Replacement (ERF)</b>       | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|------------------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------------|
| Revenue                                  | \$ 137,500                    | \$ 275,050             | 50.0%                     | \$ 251,050                    | -45.2%                       |
| Expense                                  | 142,151                       | 296,000                | 48.0%                     | 519,433                       | 100.0%                       |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ (4,651)</b>             | <b>\$ (20,950)</b>     | <b>22.2%</b>              | <b>\$ (268,383)</b>           | <b>-98.3%</b>                |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 645,762                    | \$ 645,762             |                           | \$ 763,838                    | -15.5%                       |
| Net Increase (Decrease)                  | (4,651)                       | (20,950)               |                           | (268,383)                     | -98.3%                       |
| <b>Net Ending Available Fund Balance</b> | <b>\$ 641,111</b>             | <b>\$ 624,812</b>      |                           | <b>\$ 495,455</b>             | <b>29.4%</b>                 |



# 2nd Quarter 2024

## Water and Storm Water Operating Funds

| <b>Water Utility O&amp;M</b>             | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|------------------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------------|
| Revenue                                  | \$ 1,433,231                  | \$ 3,422,500           | 41.9%                     | \$ 1,330,493                  | 7.7%                         |
| Expense                                  | 1,061,242                     | 3,032,973              | 35.0%                     | 1,015,907                     | 4.5%                         |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ 371,989</b>             | <b>\$ 389,527</b>      | <b>95.5%</b>              | <b>\$ 314,586</b>             | <b>18.2%</b>                 |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 3,203,301                  | \$ 3,203,301           |                           | \$ 2,537,142                  | 26.3%                        |
| Net Increase (Decrease)                  | 371,989                       | 389,527                |                           | 314,586                       | 18.2%                        |
| Ending Balance                           | 3,575,290                     | 3,592,828              |                           | 2,851,728                     | 25.4%                        |
| Less: Reserved Amounts                   | 1,641,491                     | 1,641,491              |                           | 1,379,660                     | 19.0%                        |
| <b>Net Ending Available Fund Balance</b> | <b>\$ 1,933,799</b>           | <b>\$ 1,951,337</b>    |                           | <b>\$ 1,472,068</b>           | <b>31.4%</b>                 |
| <b>Stormwater Utility O&amp;M</b>        | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Revenue                                  | \$ 741,932                    | \$ 1,782,700           | 41.6%                     | \$ 614,326                    | 20.8%                        |
| Expense                                  | 724,642                       | 1,759,967              | 41.2%                     | 658,158                       | 10.1%                        |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ 17,290</b>              | <b>\$ 22,733</b>       | <b>76.1%</b>              | <b>\$ (43,832)</b>            | <b>-139.4%</b>               |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 658,845                    | \$ 658,845             |                           | \$ 530,273                    | 24.2%                        |
| Net Increase (Decrease)                  | 17,290                        | 22,733                 |                           | (43,832)                      | -139.4%                      |
| Ending Balance                           | 676,135                       | 681,578                |                           | 486,441                       | 39.0%                        |
| Less: Reserved Amounts                   | 765,898                       | 765,898                |                           | 648,611                       | 18.1%                        |
| <b>Net Ending Available Fund Balance</b> | <b>\$ (89,763)</b>            | <b>\$ (84,320)</b>     |                           | <b>\$ (162,170)</b>           | <b>-44.6%</b>                |



# 2nd Quarter 2024

## Water SDC and Utility Capital Fund

| <b>Water SDC</b>                         | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|------------------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------------|
| Revenue                                  | \$ 684,756                    | \$ 1,750,000           | 39.1%                     | \$ 593,434                    | 15.4%                        |
| Expense                                  | 141,475                       | 6,400,000              | 2.2%                      | 115,338                       | 22.7%                        |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ 543,281</b>             | <b>\$ (4,650,000)</b>  | <b>-11.7%</b>             | <b>\$ 478,096</b>             | <b>13.6%</b>                 |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 8,010,425                  | \$ 8,010,425           |                           | \$ 9,218,798                  | -13.1%                       |
| Net Increase (Decrease)                  | 543,281                       | (4,650,000)            |                           | 478,096                       | 13.6%                        |
| <b>Net Ending Available Fund Balance</b> | <b>\$ 8,553,706</b>           | <b>\$ 3,360,425</b>    |                           | <b>\$ 9,696,894</b>           | <b>-11.8%</b>                |

| <b>Water Utility Capital Projects</b>    | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|------------------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------------|
| Revenue                                  | \$ 130,614                    | \$ 9,936,000           | 1.3%                      | \$ 109,979                    | 18.8%                        |
| Expense                                  | 234,495                       | 9,936,000              | 2.4%                      | 109,979                       | 113.2%                       |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ (103,881)</b>           | <b>\$ -</b>            |                           | <b>\$ -</b>                   |                              |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ 16,536                     | \$ 16,536              |                           | \$ 16,536                     | 0.0%                         |
| Net Increase (Decrease)                  | (103,881)                     | -                      |                           | -                             | #DIV/0!                      |
| <b>Net Ending Available Fund Balance</b> | <b>\$ (87,345)</b>            | <b>\$ 16,536</b>       |                           | <b>\$ 16,536</b>              | <b>-628.2%</b>               |

| <b>Storm Utility Capital Projects</b>    | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> | <b>2Q % of<br/>Budget</b> | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
|------------------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------------|
| Revenue                                  | \$ 3,881                      | \$ 3,569,000           | 0.1%                      | \$ -                          | #DIV/0!                      |
| Expense                                  | 23,822                        | 3,569,000              | 0.7%                      | -                             | #DIV/0!                      |
| <b>Total Net Revenue (Loss)</b>          | <b>\$ (19,941)</b>            | <b>\$ -</b>            |                           | <b>\$ -</b>                   |                              |
| <b>Fund Balance</b>                      | <b>2Q 2024<br/>YTD Actual</b> | <b>2024<br/>Budget</b> |                           | <b>2Q 2023<br/>YTD Actual</b> | <b>2Q 2024 v<br/>2Q 2023</b> |
| Beginning Balance                        | \$ (5,491)                    | \$ (5,491)             |                           | \$ -                          | #DIV/0!                      |
| Net Increase (Decrease)                  | (19,941)                      | -                      |                           | -                             | -100.0%                      |
| <b>Net Ending Available Fund Balance</b> | <b>\$ (25,432)</b>            | <b>\$ (5,491)</b>      |                           | <b>\$ -</b>                   | <b>-100.0%</b>               |



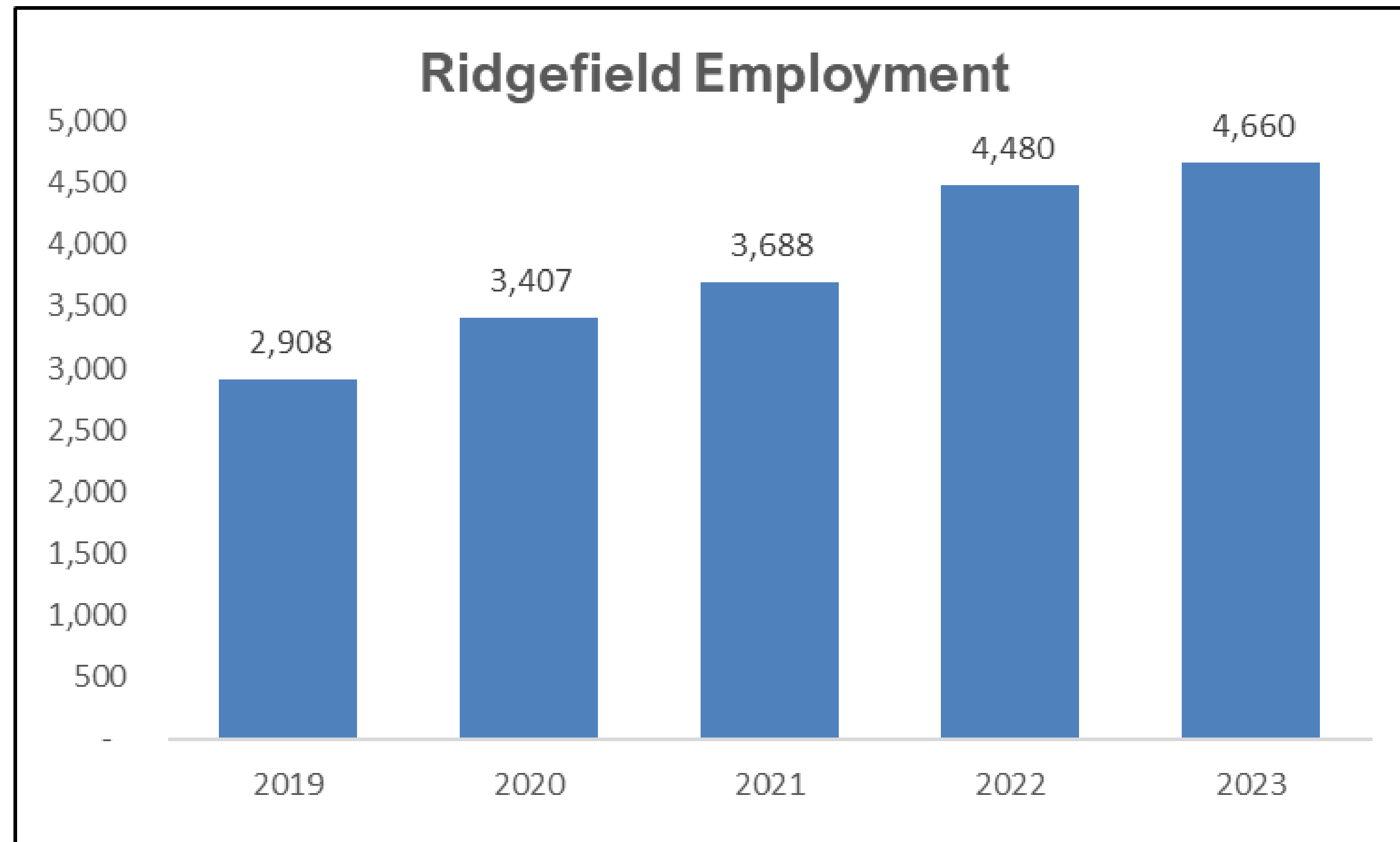
# 2nd Quarter 2024

## Cash and City Investments (Market Value)

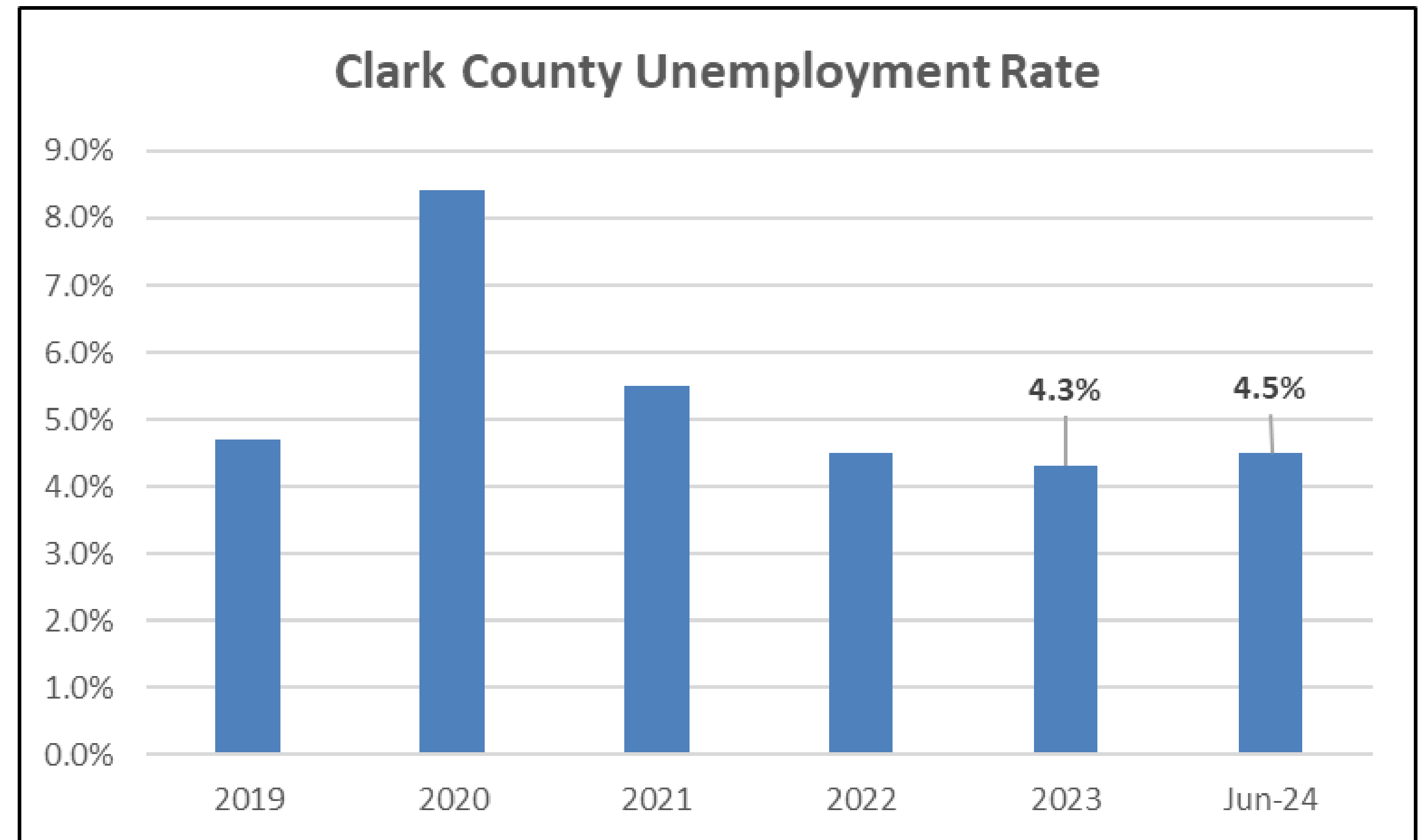
- Total Cash on Hand \$2,560,885
- Total investment portfolio \$25,395,112
  - Municipal bonds \$378,299
  - US Agency bonds \$11,330,172
  - Clark County investment pool \$2,198,962
  - Washington State local government investment pool \$11,487,679
  - Current yield on investment 3.21%. Goal is 2%
- Weighted average maturity 11.2 months



# City of Ridgefield Economic Indicators



Source: WA State Department of Revenue  
City of Ridgefield Finance Department



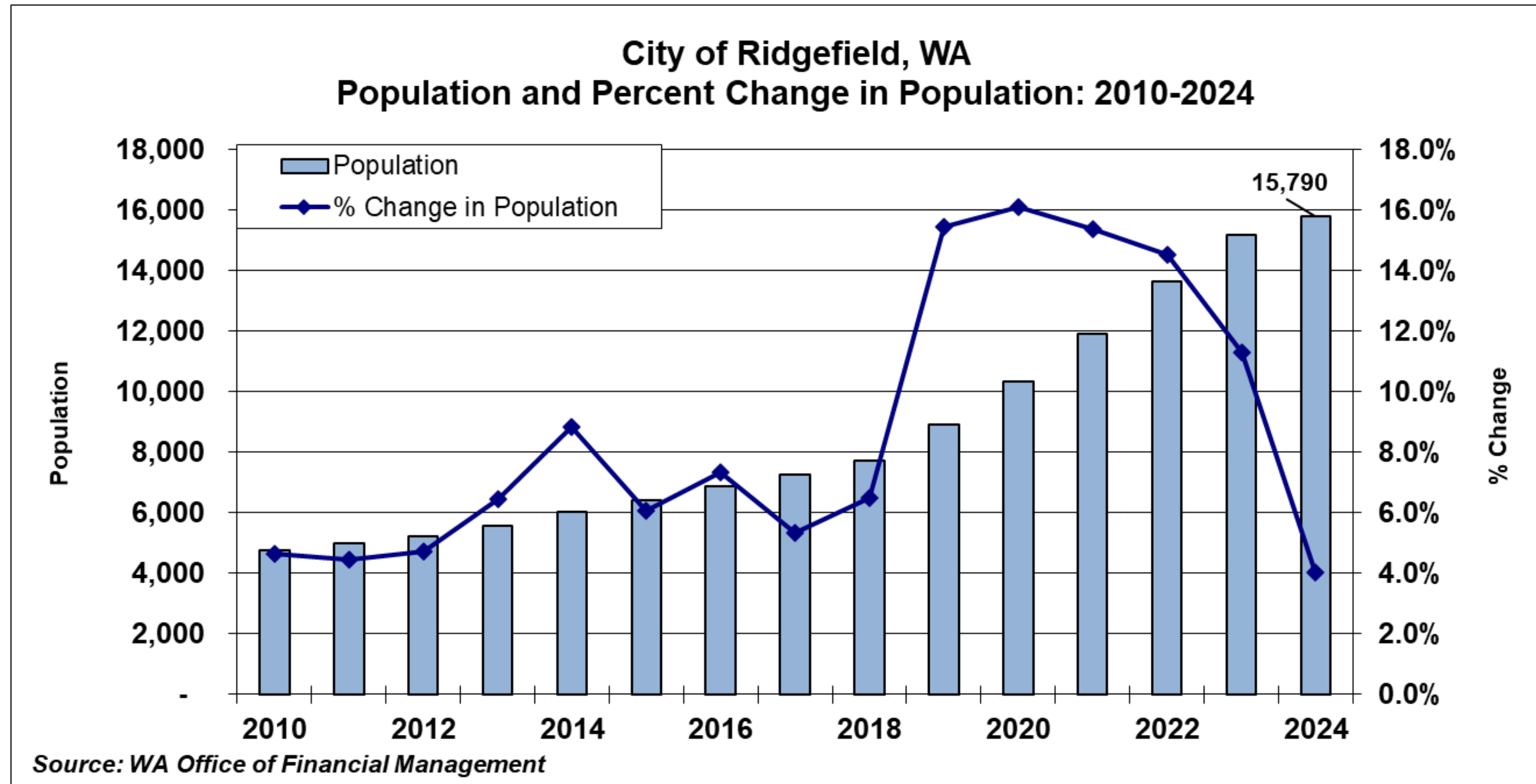
Source: WA State Employment Security Department



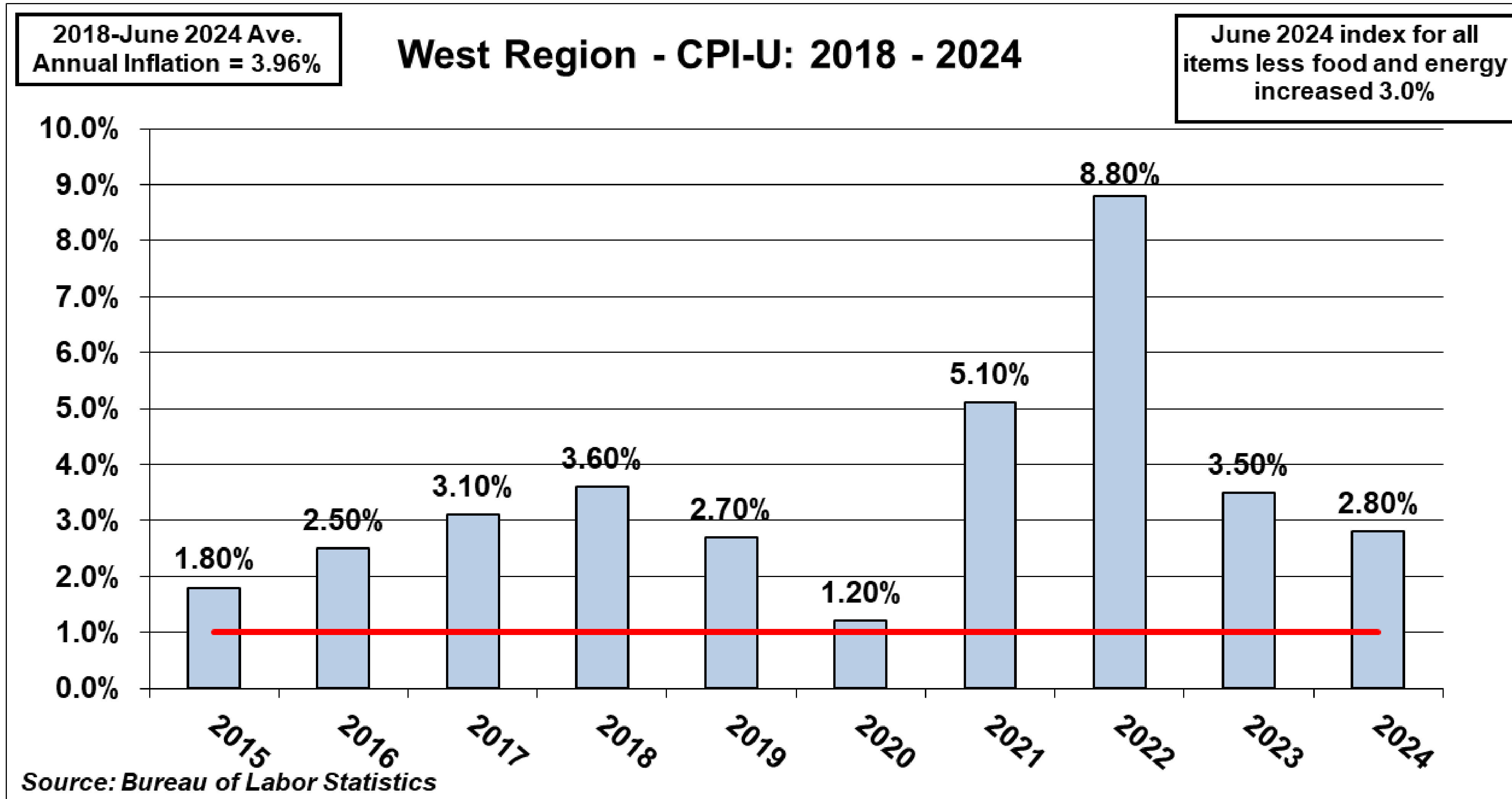
# City of Ridgefield Economic Indicators

Ridgefield's population has  
grown  
**232% since 2010.**

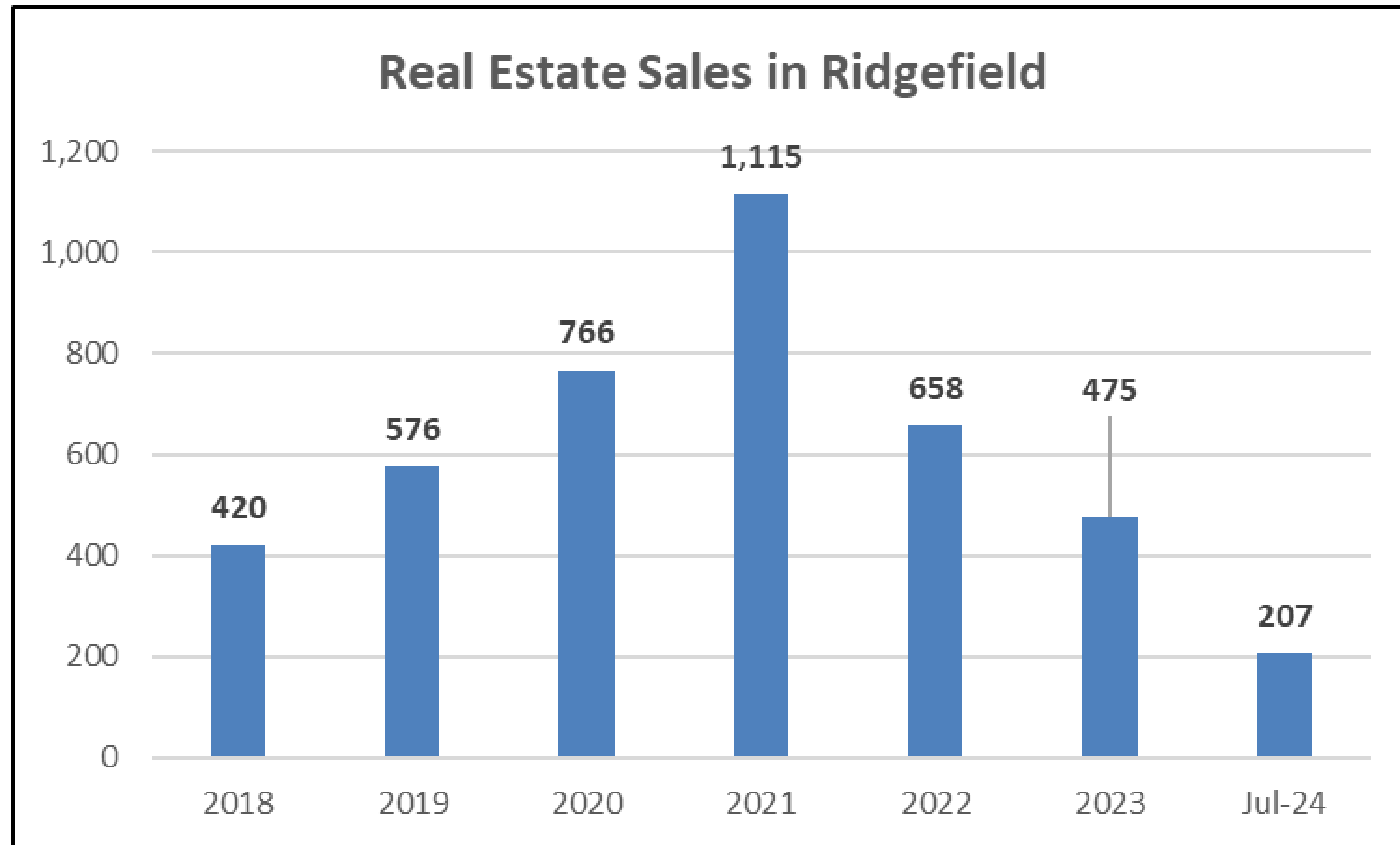
**2024 population increased 4%  
over 2023**



# City of Ridgefield Economic Indicators



# City of Ridgefield Economic Indicators

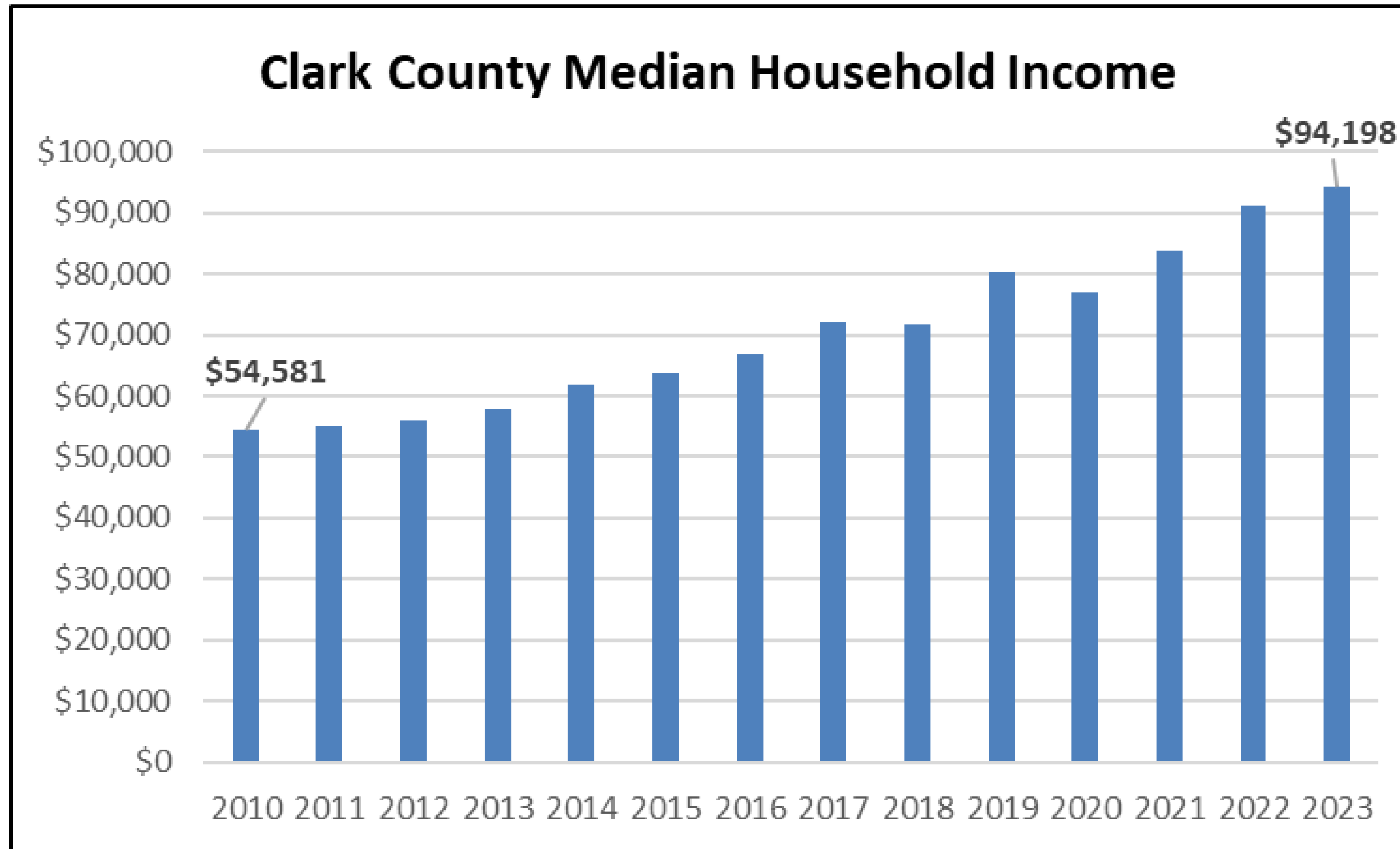


Source: Clark County Assessor's Office

- Real estate sales through July 2024 are up 50% compared to July 2023.
- As of August 1, 2024, the average 30-year fixed rate mortgage per Freddie Mac is 6.73% compared to one year ago at 6.90%.
- July 2024 median list price for homes in Ridgefield is \$749,499, with 106 homes listed for sale and a median time of 78 days on the market.
- The median sale price in July was \$666,445 up 13% from July 2023. 32 homes sold in July for a total sales volume of \$21.3 million.
- There is 3.3 months of current inventory in Ridgefield. A balanced market is between 6 – 7 months of inventory.



# City of Ridgefield Economic Indicators



- Per U.S. Census Bureau 2022 Median Household Income in Ridgefield is **\$107,009**

Source: Washington State Office of Financial Management





THANK YOU

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** August 8, 2024

**AGENDA ITEM NAME:** First Reading of Ordinance No. 1428 - 2024 Budget Amendment

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**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. Council adopted Ordinance No. 1424 to amend the 2024 budget on June 13, 2024.

**SUMMARY/BACKGROUND:**

The 2024 budget amendment 2 includes \$1,063,700 in new one-time expenditures and the recognition of \$239,870 in grant funding.

The amendment includes a budget for completion of the Hall and Elm Street Improvement project. The project will be completed in coordination with a Port of Ridgefield project for efficiency and to limit impacts on neighboring residents. The project is partially funded with a Community Development Block Grant for \$232,470. Additional funding will come from Water SDC, Transportation Benefit District and General Funds. Additional projects included in the budget recognize additional change orders for the Royle Road Roundabout construction, and a bid increase for the Hillhurst School Zone Safety Crossing project. The remaining budget items include expenses from 2023 from a consultant working on the Garrison Ridge slide repair and the invoice being sent mid 2024, additional expenses for the Paradise Pointe Park Master Plan, and the S 35th Ave Alternatives Analysis. The final budget item is 100% paid by grant funding. The project is a partnership between the City and the Ridgefield Farmers Market to purchase safety equipment, banners and a canopy for the market and to enhance their website to assist with increasing traffic to the Farmers Market.

The total fund balance impact for all funds is \$823,830, including operating funds. \$367,230 in the General Fund and \$20,000 in the Storm Fund. The balance of the impact is from capital funds to fund new or existing capital projects \$406,600 and \$30,000 in developer shares. The final funding is from two grants.

Refer to the attached exhibit "A" for Ordinance No. 1428, for a list of revenue impacts and appropriation requests.

**BUDGET/FINANCIAL IMPACTS:**

Please refer to Exhibit "A" attached to Ordinance No.1428

**RECOMMENDED ACTION OR MOTION:**

Staff requests council to waive the second reading. If the Council chooses to adopt Ordinance No.

1428, the motion would be:

**"I move to waive the second reading and adopt Ordinance No. 1428 as presented."**

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

**ATTACHMENTS:**

1. 2024 Budget Amendment Exhibit A

## **ORDINANCE NO. 1428**

### **An Ordinance of the City of Ridgefield, Washington Amending Ordinance No. 1415 and Ordinance No. 1424 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 Ridgefield City Council at its regular meeting on June 13, 2024, adopted Ordinance No. 1424 amending 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 8th DAY OF

AUGUST, 2024.

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Ron Onslow,  
Mayor

ATTEST:

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Julie Ferriss,  
City Clerk

APPROVED AS TO FORM:

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Janean Parker,  
City Attorney

|                      |                 |
|----------------------|-----------------|
| First Reading:       | August 8, 2024  |
| Second Reading       | Waived          |
| Date of Publication: | August 14, 2024 |
| Effective Date:      | August 19, 2024 |



## 2024 Budget Amendment #2

### Ordinance #1428

| Expense                                                           |                |            | Revenue    |                |            |            |              |                                          |                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------|----------------|------------|------------|----------------|------------|------------|--------------|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project                                                           | Current Budget | New Budget | Net Change | Current Budget | New Budget | Net Change | Fund Impact  | Funding Source                           | Description                                                                                                                                                                                                                                                                                 |
| Hall & Elm Street Improvements                                    | -              | 710,000.00 | 710,000.00 | -              | 232,470.00 | 232,470.00 | (477,530.00) | CDBG Grant, Water SDC, TBD, General Fund | Hall & Elm improvements for water, storm and street improvements. CDBG grant \$232,470, Gen Fund \$70,930, WSDC \$311,600, TBD 95,000.                                                                                                                                                      |
| Garrison Ridge Slide Repair                                       | -              | 20,000.00  | 20,000.00  | -              | -          | -          | (20,000.00)  | Storm Operations                         | 2023 technical work. Invoice received May 2024. No additional work planned in 2024.                                                                                                                                                                                                         |
| Royle Road Roundabout Construction Final Change Order/ Settlement | -              | 235,000.00 | 235,000.00 | -              | -          | -          | (235,000.00) | General Fund                             | Final change order and settlement agreement for Royle Rd roundabout construction. Full payment \$344,156.06. \$132,200.56 expensed in 2023 for approved change orders. Final budget amount includes \$19k paid early 2024 and final settlement amount. Payment included in 8/8/2024 claims. |
| Sanfilippo Purchase and Sale Agreement and Settlement             |                | 25,000.00  | 25,000.00  | -              | -          | -          | (25,000.00)  | General Fund                             | Purchase price, closing costs and boundary line adjustment fees to purchase 894 sq ft of a residential parcel and add to city parcel for nature play area in Abrams Park.                                                                                                                   |
| Hillhurst School Zone Safety Crossings                            | 325,000.00     | 356,300.00 | 31,300.00  | -              | -          | -          | (31,300.00)  | General Fund                             | Construction contract came in slightly over the initial budget. Increased budget will be funded with a General Fund transfer. Includes \$8k contingency.                                                                                                                                    |
| Paradise Pointe Park Master Plan                                  | 30,000.00      | 35,000.00  | 5,000.00   | -              | -          | -          | (5,000.00)   | General Fund                             | Contract increase due to negotiated scope and fee for consultant to create a master plan.                                                                                                                                                                                                   |



2024 Budget Amendment #2

Ordinance #1428

| Expense                      |            |              |              | Revenue |            |            |              |                                                                                                                                                |
|------------------------------|------------|--------------|--------------|---------|------------|------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Farmers Market Enhancements  | -          | 7,400.00     | 7,400.00     | -       | 7,400.00   | 7,400.00   | -            | Grant<br>The city received a grant to help the Farmers Market purchase equipment and create a website to draw new visitors to the marketplace. |
| S 35th Alternatives Analysis | 40,000.00  | 70,000.00    | 30,000.00    | -       | -          | -          | (30,000.00)  | Developer Fees<br>Increase to consultant contract for analysis. Funding from developer fees already received by the city.                      |
|                              | 395,000.00 | 1,458,700.00 | 1,063,700.00 | -       | 239,870.00 | 239,870.00 | (823,830.00) |                                                                                                                                                |

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** August 8, 2024

**AGENDA ITEM NAME:** Motion-Approval of a Purchase and Sale Agreement for Park Land in Abrams Park

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**GOVERNING LEGISLATION**

RCW 35 - Cities and Towns; RCW 35.86.030 - Acquisition and Disposition of Real Property; Financial Policy #04: Procurement of Goods and Services

**PREVIOUS COUNCIL ACTION TAKEN:**

The council has previously approved purchase and sale agreements for property that is in the best interest of Ridgefield.

**SUMMARY/BACKGROUND:**

The city constructed the Onslow Nature Play Area in Abrams Park on land owned by the city. After reviewing the footprint of the park area, it was determined that a portion of the park encroached on a neighboring parcel owned by a resident. The City and the resident, the Sanfilippos, have agreed to transfer 894 square feet on completion of a boundary line adjustment to the city parcel.

The city will pay all costs of the boundary line adjustment and closing costs in addition to a one-time payment to the Sanfilippos of \$11,207.09 after approval and execution of the purchase and sale agreement. In addition to the purchase and sale agreement, city staff is requesting approval of a settlement agreement between the city and the Sanfilippos per the terms outlined above.

Staff will work with the Sanfilippos to complete the boundary line adjustment and purchase and sale of the portion of the Sanfilippo parcel through escrow.

**BUDGET/FINANCIAL IMPACTS:**

The budget impact is expected to be a one-time payment to the residents of \$11,207.09 and applicable closing and survey costs. The total expenditure is estimated to be \$25,200.

**RECOMMENDED ACTION OR MOTION:**

If the Council chooses to approve the purchase and sale agreement and settlement agreement, a motion would be:

**"I move to authorize the City Manager or designee to sign a purchase and sale agreement and settlement agreement for the acquisition of 894 square feet and complete a boundary line adjustment to city parcel 68372000."**

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

**ATTACHMENTS:**

1. Sanfilippo PSA and Settlement Agreement

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

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

**RECITALS**

A. Seller is the owner in fee of certain real property located at **681 N Abrams Park Rd**, which is a portion of County Assessor's Parcel Number 219385000, legally described in Exhibit A, attached hereto and incorporated by this reference, in the City of Ridgefield, County of Clark, State of Washington consisting of approximately 894 square feet as indicated on Exhibit A ("BLA Property"). Reference herein to "BLA Property" shall include all of Seller's right, title and interest in and to any and all improvements, park improvements, stormwater facilities, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the BLA Property.

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

C. The BLA Property contains certain park improvements constructed by the City and will be incorporated into Abrams Park—a city municipal park.

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

**TERMS**

**1. PURCHASE AND SALE.**

1.1 BLA Property. Seller agrees to sell the BLA Property to Buyer, and Buyer agrees to purchase the BLA Property from Seller, including all improvements constructed thereon, upon the terms and conditions set forth herein. Buyer and Seller authorize the insertion of any correction to the legal description pursuant to the approval of an agreed Boundary Line Adjustment, as set forth herein. The Buyer and Seller agree to cooperate in submitting a Boundary Line Adjustment Application to the City. The City agrees to pay all costs of obtaining the Boundary Line Adjustment.

1.2 **Purchase Price.** The total purchase price for the BLA Property is of **Eleven Thousand, Two Hundred and Seven Dollars and 09 Cents (\$11,207.09)** (“Purchase Price”), which includes, without limitation, full payment of just compensation, claims for inverse condemnation or unreasonable precondemnation conduct, attorneys’ fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer’s purchase of the BLA Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

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

## 2. ESCROW.

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

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

2.3 **Close of Escrow.** For purposes of this Agreement, “Close of Escrow” or “Closing” means the recordation of the Boundary Line Adjustment Deed conveying the BLA Property to Buyer (“Boundary Line Adjustment Deed”) in the Official Records of Clark County, Washington and the disbursement of funds and distribution of any other documents by Escrow Holder, all as described herein. **Close of Escrow shall occur on August 31, 2024** (“Closing Date”), provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as the Seller and Buyer mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all condition’s precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date, or the “Extended Closing Date”, if any, for any reason other than the uncured

breach of either Buyer or Seller, then Escrow Holder is instructed to proceed with Close of Escrow as soon as possible.

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

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

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

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

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

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

2.6.2 Approval of a Boundary Line Adjustment Final Decision with an adjusted boundary line acceptable to the Buyer.

2.6.3 Seller shall have tendered into escrow an executed Settlement Agreement and Mutual Release as attached hereto as **Exhibit B** and signed by Seller,

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

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

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

2.6.7 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for a period of twelve (12) months thereafter.

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

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

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

2.7.1 Approval of a Boundary Line Adjustment Final Decision with an adjusted boundary line acceptable to the Seller.

2.7.2 Buyer shall have tendered into escrow an executed a Settlement Agreement and Mutual Release as attached hereto as **Exhibit B** and signed by Buyer,

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

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

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

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

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

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

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

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

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

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

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

2.9.2 The fully executed and acknowledged Boundary Line Adjustment Deed.

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

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

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

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

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

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

2.10.5 Cause the Title Policy to be issued.

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

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

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

### 3. TITLE.

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

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

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

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

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

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

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

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

4.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all claims, remedies and causes of action for damages, liabilities, losses or injuries related

to Buyer's acquisition of the BLA Property, whether known or unknown, foreseeable or unforeseeable. Seller, on behalf itself and its heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's purchase of the BLA Property or any preliminary steps thereto.

## 5. TERMINATION, DEFAULTS AND REMEDIES.

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

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

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

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

from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents and disburse the Deposit, if any, as provided herein.

## 6. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

6.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or, to Seller's actual knowledge, threatened against or affecting Seller or the BLA Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or

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

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

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

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

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

6.3 Buyer's Representations. Buyer hereby represents that Buyer has full power and authority to enter into this Agreement. All requisite action has been taken by Buyer in connection with the execution of this Agreement and the transactions contemplated hereby. Except as expressly set forth in Section 6.1, Buyer acknowledges that no warranties, guarantees or representations have been or are being made by Seller or any agent or representative of Seller concerning the BLA Property. Buyer accepts the BLA Property, "AS IS, WITH ALL FAULTS" without any representations or warranties by Seller or any agent or representative of Seller, expressed or implied, except as set forth in Section 6.1. Buyer acknowledges that Buyer has ascertained for itself the value and condition of the BLA Property and Buyer is not relying on, nor has Buyer been influenced by, any representation of Seller or any agent or representative of Seller regarding the value, condition, or any aspect of the BLA Property. Buyer agrees that Buyer's payment of the Purchase Price is Buyer's acknowledgment that it has had every opportunity to conduct whatever inspection, test, or analysis of the BLA Property that Buyer deemed to be relevant to Buyer's decision to purchase the BLA Property. As part of Buyer's agreement to purchase the BLA Property "AS-IS, WITH ALL FAULTS", and not as a limitation on such

agreement, Buyer hereby unconditionally and irrevocably waives and releases any and all actual or potential rights Buyer might have regarding any form of warranty, express or implied, of any kind or type, relating to the BLA Property, except for Seller's warranties set forth in this Agreement. Seller shall not be responsible for any failure to investigate the BLA Property on the part of Buyer or, except as expressly set forth in Section 6.1, for any representation or statement regarding the BLA Property (including any representation or statement by any real estate broker or sales agent, or any other purported or acknowledged agent, representative, contractor, consultant or employee of Seller, or any third party).

7. OTHER.

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

|                   |                                                                                                                                                                |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| To Buyer:         | CITY OF RIDGEFIELD<br>Attn: Steve Stuart<br>230 Pioneer Street<br>PO Box 608<br>Ridgefield, WA 98642<br>Telephone: (360) 887-3557<br>Facsimile: (360) 887-0861 |
| To Sellers:       | Kelsey and Angelo Sanfilippo<br>681 N Abrams Park Rd<br>Ridgefield, WA 98642<br>(208) 284-5555                                                                 |
| To Escrow Holder: | FIDELITY NATIONAL TITLE<br>Attn: Melissa Miller<br>655 West Columbia Way, Suite 200<br>Vancouver, WA 98660<br>(360) 750-3686                                   |
| To Title Company: | FIDELITY NATIONAL TITLE<br>Attn: Melissa Miller                                                                                                                |

655 West Columbia Way, Suite 200  
Vancouver, WA 98660  
(360) 750-3686

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

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

## 8. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.14 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing

of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

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

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

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

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

**[Signatures on the following pages]**

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

**BUYER:**

CITY OF RIDGEFIELD,  
a Municipal corporation

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

STEVE STUART

Its: City Manager

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

**SELLERS:**

Kelsey and Angelo Sanfilippo

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

Kelsey Sanfilippo,

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

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

Angelo Sanfilippo

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

**EXHIBIT A**

**Depiction of BLA Property**

**[attached]**

**Exhibit B**

**Settlement Agreement and Mutual Release**

**[[attached]]**

## Exhibit A BLA PROPERTY

That part of lands described in Statutory Warranty Deed to Angelo Ryan Sanfilippo and Kelsey Erin Sanfilippo, husband and wife, recorded June 30, 2020, in Auditor's File Number 5752569 D, of the records of Clark County, Washington lying in the James Carty Donation Land Claim in the Northwest One-quarter of Section 19, Township 4 North, Range 1 East, of the Willamette Meridian, City of Ridgefield, Clark County, Washington, described as follows:

**COMMENCE** at a 3/4 inch iron pipe at the intersection of the Willamette Meridian and the North line of the Arthur Quigley Donation Land Claim per that Record of Survey recorded in Book 4 of Surveys, Page 109, of the records of Clark County, Washington;

Thence S89°35'33"E, along said North line, 898.52 feet to the Southeast corner of Adjusted Parcel Number 68352000 per Auditor's File Number 5428540 BLA, Clark County Records;

Thence N06°13'22"E, along the East line of said Adjusted Parcel Number 68352000, a distance of 277.50 feet to the South line of aforesaid lands described in Auditor's File Number 5752569D;

Thence N89°35'33"W, along said South line, 104.87 feet to the Southwest corner of said lands and the **POINT OF BEGINNING** of the description herein;

Thence N01°49'43"E, along the West line of said lands, 11.10 feet to the Southerly edge of a gravel road being the Easterly extension of Maple Street;

Thence Easterly along said southerly edge the following five (5) courses:

N82°17'34"E, 24.59 feet;

S86°50'10"E, 25.29 feet;

S74°10'52"E, 16.66 feet;

S50°49'47"E, 11.92 feet;

S26°01'55"E, 1.63 feet to the aforesaid South line of lands described in Auditor's File Number 5752569 D;

Thence departing said southerly edge of a gravel road run N89°35'33"W along said South line, 75.97 feet to the **POINT OF BEGINNING** herein described.

Containing 894 square feet, more or less.

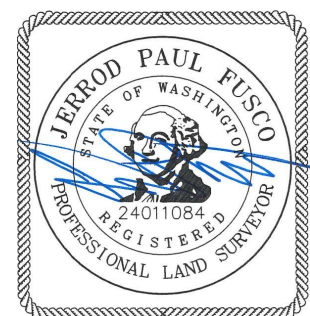
Bearings are based on Washington State Plane Coordinate System, South Zone, NAD83 (2011)(Epoch 2010.00), distances are in ground, units are US Survey Feet.

Prepared by: Jerrod P Fusco, PLS

Firm: Harper Houf Peterson Righellis Inc.

Date prepared: 07/25/2024

Project: RPW-14

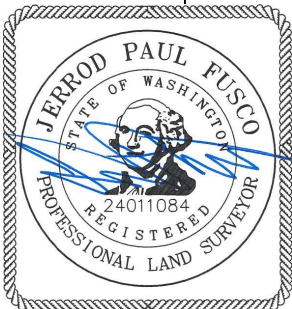
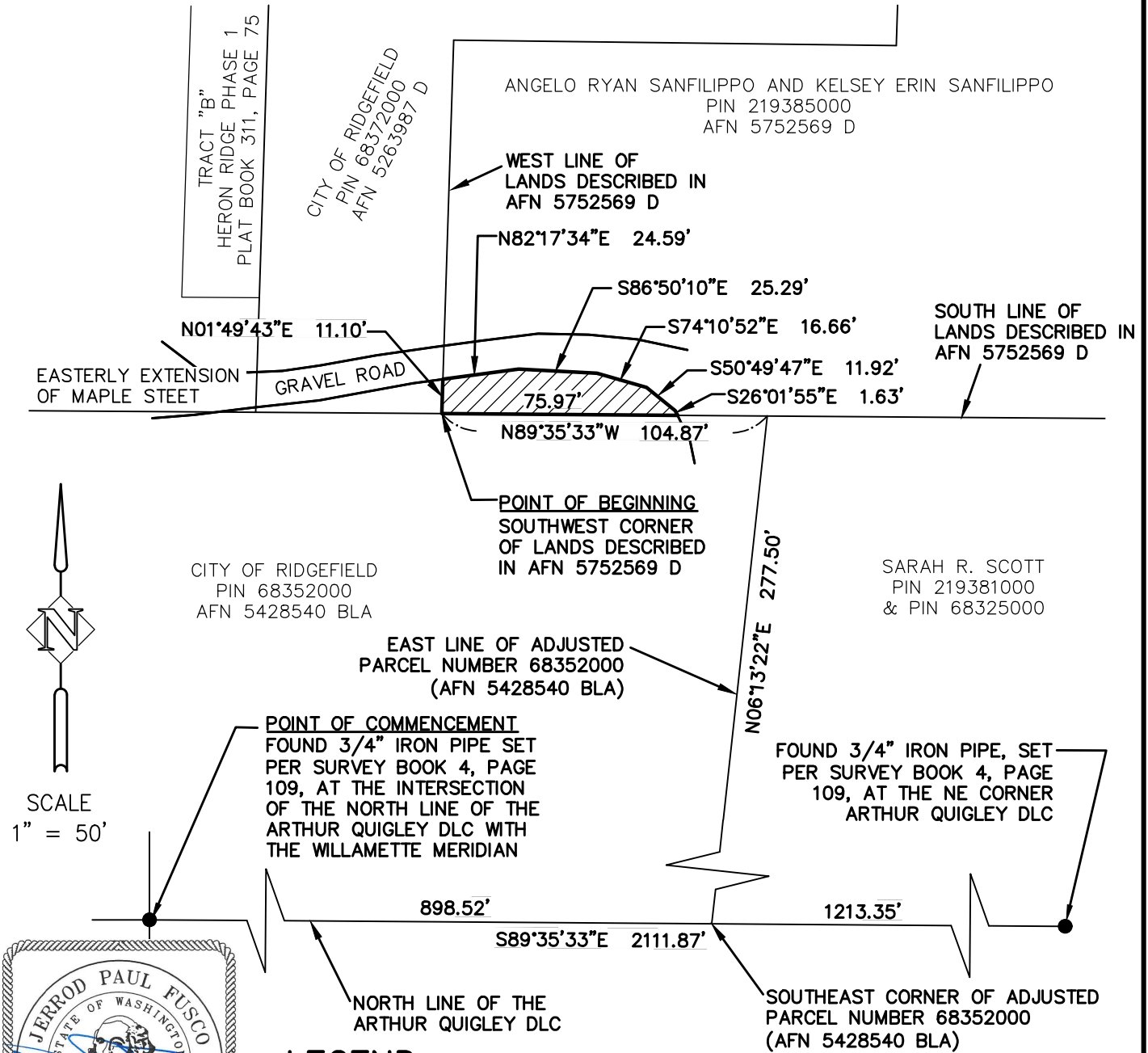


Signed: 7/25/2024

Expires: 1/30/2026

# EXHIBIT A

## BLA PROPERTY



SIGNED: 07/25/2024  
EXPIRES: 01/30/2026

### ABBREVIATIONS:

AFN = AUDITOR'S FILE NUMBER  
DLC = DONATION LAND CLAIM  
PIN = PARCEL IDENTIFICATION NUMBER  
SF = SQUARE FEET

SEE ATTACHED LEGAL DESCRIPTION

### LEGEND



BLA PROPERTY  
± 894 SF



**Harper  
Houf Peterson  
Righellis Inc.**

ENGINEERS ♦ PLANNERS  
LANDSCAPE ARCHITECTS ♦ SURVEYORS

1220 Main Street, Suite 150, Vancouver, WA 98660  
phone: 360.750.1131 www.hhpr.com fax: 360.750.1141

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## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement (“Agreement”) is entered into by and between the City of Ridgefield (the “City”), a municipal corporation, and Kelsey and Angelo Sanfilippo, a married couple (“the Sanfilippos”), dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

### I. RECITALS

1. The City owns Parcel No. 68372000 (“City Park Parcel”) in the City of Ridgefield.
2. The Sanfilippos own Parcel No. 219385000 (“Sanfilippo Parcel”) abutting the City Park Parcel.
3. The City constructed certain park improvements upon the City Park Parcel, and it was later determined that a portion of those improvements encroached onto the Sanfilippo Parcel. The Sanfilippos submitted a claim for damages to the City for the encroachment.
4. The City wishes to purchase from the Sanfilippos that portion of the Sanfilippo Parcel affected by the encroachment.
5. The Parties each dispute the claims of the other and wish to resolve the dispute to avoid further costs of litigation or dispute resolution and to clear title to their respective rights.

### II. AGREEMENT

In consideration of the mutual covenants and promises contained herein, the City and the Sanfilippos agree as follows:

1. Recitals. The foregoing recitals are incorporated into and made part of the Agreement.
2. Transfer of Property.

The City agrees to purchase from the Sanfilippos and the Sanfilippos agree to sell to the City 894 square feet of the Sanfilippo Parcel 219385000 abutting the property line of the City Parcel 68372000, hereinafter referred to as the Boundary Line Adjustment Area and legally described in **Exhibit A** attached hereto and incorporated fully by this reference, consisting of approximately 894 square feet. The purchase and sale of the Boundary Line Adjustment Area shall be pursuant to an executed purchase and sale agreement.

The City and the Sanfilippos agree to transfer the Boundary Line Adjustment Area to the City via a Boundary Line Adjustment between the City Park Parcel and the Sanfilippo Parcel. The City and the Sanfilippos agree to cooperate in the submission of a boundary line adjustment application to the City Planning Department no later than **15 days** after of the effective date of this Agreement to adjust the boundaries between the City Park Parcel and the Sanfilippo Parcel to transfer the Boundary Line Adjustment Area to the City. The Parties agree to cooperate to provide any information required by the Planning Department in the processing of the Boundary Line

Adjustment Application. The City agrees to pay for all costs of processing the Boundary Line Adjustment Application and to record the Boundary Line Adjustment Decision upon its approval.

3. Consideration. In consideration of the Transfer of Property described in Paragraph 2 and the other promises contained in this Agreement, the City agrees to pay the Sanfilippos an amount of **Eleven Thousand, Two Hundred and Seven Dollars and 09 Cents (\$11,207.09)** in accordance with the purchase and sale agreement for the purchase of the Boundary Line Adjustment Area and the mutual release provided by this Agreement.

4. Mutual Release. The City and the Sanfilippos each accept the benefits contained in this Settlement Agreement as full satisfactions of all rights and agree to release, acquit and forever discharge and promise not to sue, make any claims, or initiate any legal or equitable action of any kind whatsoever against the other Party, its officials, officers, employees, consultants, from any and all actions and claims, including but not limited to causes of action, claims or demands for damages, attorney fees, costs, past, current or future liability related to either (1) the City's encroachment into Parcel No. 219385000 and removal of trees therefrom, (2) the construction of and public use of the park improvements in the Boundary Line Adjustment Area, and the City's acquisition of the Boundary Line Adjustment Area; as well as damages sought in this claim which could or should have been raised in any administrative appeal or civil lawsuit whether such allegations or claims be based on contract, statute, tort, administrative regulation, or any other theory of law or damages whatsoever.

5. No Evidence or Admission of Liability or Damages. The parties understand and agree that this Agreement represents a full compromise of all disputed claims, and that neither this Agreement nor performance pursuant to the terms of this Agreement constitutes, an admission of liability, fault, or responsibility, or an admission as to the existence or extent of any damages and/or losses allegedly suffered by any party, or any other purpose.

6. Exempted Acts. Nothing contained in paragraph 7 shall be construed as constituting a release by either Party of any claim that is based on any acts or failures to act by the other Party which arise after the date of this Settlement Agreement or of any right of the City to exercise eminent domain.

7. Effect on Successors. This Agreement and all the terms and provisions herein shall inure to the benefit of, and be legally binding upon the heirs, executors, personal representatives, successors, and assigns of the parties hereto.

In witness whereof, the parties have subscribed their names on the dates below:

|                                                               |                                  |
|---------------------------------------------------------------|----------------------------------|
| City of Ridgefield                                            | Kelsey and Angelo Sanfilippo     |
| Steve Stuart, City Manger<br>Date: _____                      | Kelsey Sanfilippo<br>Date: _____ |
| Approved as to form:<br>_____<br>Janean Parker, City Attorney | Angelo Sanfilippo<br>Date: _____ |

State of Washington    )  
                                      : ss  
County of Clark         )

On this day personally appeared before me **Kelsey Sanfilippo**, said person having acknowledged that he/she signed this instrument and on oath stated that he/she was authorized to execute the instrument and acknowledged to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
\_\_\_\_\_  
My commission expires: \_\_\_\_\_

State of Washington    )  
                                      : ss  
County of Clark         )

On this day personally appeared before me **Angelo Sanfilippo**, said person having acknowledged that he/she signed this instrument and on oath stated that he/she was authorized to execute the instrument and acknowledged to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
\_\_\_\_\_  
My commission expires: \_\_\_\_\_

State of Washington    )  
                                      : ss  
County of Clark         )

On this day personally appeared before me **Steve Stuart**, City Manager for the City of Ridgefield, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act of the City for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_  
My commission expires: \_\_\_\_\_