



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, November 3, 2022
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. PROCLAMATION

- 1. Make a Difference Month**

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 address. Comments are limited to three minutes. Written comments may be submitted to the City Clerk prior to the meeting.

IV. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from October 27, 2022 Meeting**

V. PRESENTATION

- 1. Salary Commission Update - Shaun Ford, Chair**
- 2. 2023 Proposed Budget, Kirk Johnson, Finance Director**

VI. PUBLIC HEARING/BUSINESS

- 1. Public Hearing on 2023 Property Tax Levy and Revenues - Kirk Johnson, Finance Director**

VII. BUSINESS

- 1. First Reading of Ordinance No. 1380 – 2023 Property Tax Levy - Kirk Johnson, Finance Director**
- 2. First Reading of Ordinance No. 1381 - 2023 Water Utility Rate Code Amendment - Kirk Johnson, Finance Director**
- 3. First Reading of Ordinance No. 1382 - 2023 Storm Water Utility Rate Code Amendment - Kirk Johnson, Finance Director**
- 4. Motion - Approval of Consent Decree with Department of Ecology - Steve Stuart, City Manager**
- 5. Motion - Approval of Memorandum of Understanding with Lumen - Steve Stuart, City Manager**

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 address. Comments are limited to three minutes. Written comments may be submitted to the City Clerk prior to the meeting.

IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

2. Mayor

Executive Session - Pursuant to RCW 42.30.140(4)(a) - Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement.

3. City Manager

X. ADJOURN

**City Council Agenda Packet is available at the following link:
<http://ridgefieldwa.iqm2.com/Citizens/>**

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: November 03, 2022
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

City Council approves claims and/or payroll of the City on a regular basis

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

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: November 3, 2022 Claims Report (PDF)

City of Ridgefield

Claims Payment Report

For Approval on:

November 3rd, 2022

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ADVANCED EXCAVATING SPECIALISTS LLC	2066	P21002-2066-1	Public Works	N 8th Ave and Simons Street	74,048.00
ADVANCED EXCAVATING SPECIALISTS LLC Total					74,048.00
ARAMARK UNIFORM SERVICES	32	5291104271	Genl Govt/Facilities	10.2022 Floor Mats - PW Ops	1.24
			Public Works	10.2022 Floor Mats - PW Ops	16.79
			Community Development	10.2022 Floor Mats - PW Ops	2.61
		5291104303	Genl Govt/Facilities	10.2022 Floor Mats and Uniforms - PW Shop	1.92
			Public Works	10.2022 Floor Mats and Uniforms - PW Shop	36.46
		5291104283	Genl Govt/Facilities	10.2022 Floor Mats - CH/RACC/PD	9.18
			Public Safety	10.2022 Floor Mats - CH/RACC/PD	4.47
			Community Development	10.2022 Floor Mats - CH/RACC/PD	5.78
ARAMARK UNIFORM SERVICES Total					78.45
BATTERIES PLUS BULBS	3436	P56164317	Public Safety	PD Vehicle Maintenance - Doran	268.24
BATTERIES PLUS BULBS Total					268.24
BRIDGETOWER OPCO LLC	3585	745560876	Public Works	Advertisement - Gee Creek Trail North	610.90
BRIDGETOWER OPCO LLC Total					610.90
BRIGHTLY SOFTWARE INC.	3044	INV-125204	Community Development	Custom Reports & Projects Mgmt	1,857.83
BRIGHTLY SOFTWARE INC. Total					1,857.83
CHMELIK SITKIN & DAVIS	3294	112818	Genl Govt/Facilities	09.2022 Park Laundry	210.00
CHMELIK SITKIN & DAVIS Total					210.00
CITY OF WOODLAND	2708	2022-118-PW	Public Safety	PD Vehicle Maintenance - 48615D	111.79
CITY OF WOODLAND Total					111.79
CLARK COUNTY	102	CI044275	Public Safety	NTOA 40mm Less Lethal Training - King	1,000.00
		CI044248	Public Safety	Q3.2022 TER&R and NetMotion	5,758.80
		CI044262	Judicial	09.2022 Pretrail Supervision	1,381.25
CLARK COUNTY Total					8,140.05
COLUMBIAN PUBLISHING	116	39003	Public Works	Gee Creek Trail N Design & Young/Greear Annexation	481.80
			Community Development	Gee Creek Trail N Design & Young/Greear Annexation	210.60
		38997	Community Development	Public Hearing - Costco & Kemper Grove Development	133.20
COLUMBIAN PUBLISHING Total					825.60
DEPARTMENT OF LABOR AND INDUSTRIES	155	0155-20221103	Public Works	Electrical Credits Transfer Application Fee - Kyle Johnson	95.20
DEPARTMENT OF LABOR AND INDUSTRIES Total					95.20
DEPARTMENT OF LICENSING - EPAY	154	RG0001116-2022	Genl Govt/Facilities	CPL Fees - Hanna	21.00
		RG0001117-2022	Genl Govt/Facilities	CPL Fees - Pfeifer	18.00
		RG0001115-2022	Genl Govt/Facilities	CPL Fees - Coco	18.00
DEPARTMENT OF LICENSING - EPAY Total					57.00
EWING VANCOUVER	2374	18043918	Public Works	Storm Operational Supplies	664.00
EWING VANCOUVER Total					664.00
FASTENAL COMPANY	1491	WAWOA98840	Public Works	Water Operational Supplies - Glove	76.43
FASTENAL COMPANY Total					76.43
GALINA BURLEY	3766	3766-20221103A	Public Works	WRPA Fall 2022 Training - Meals Per Diem	66.00

City of Ridgefield

Claims Payment Report

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GALINA BURLEY	3766	3766-20221103B	Public Works	WRPA Fall 2022 Training - Mileage Per Diem	212.50
GALINA BURLEY Total					278.50
GRAINGER	206	9479134760	Public Works	Water Tools	69.15
GRAINGER Total					69.15
H.D. FOWLER COMPANY	2036	16247585	Public Works	Storm Operational Supplies	127.82
H.D. FOWLER COMPANY Total					127.82
HAMPTON AUTO GLASS	906	58472	Public Safety	PD Vehicle Maintenance	381.12
HAMPTON AUTO GLASS Total					381.12
HARRY'S LAWN AND POWER EQUIPMENT	214	231462	Public Works	Mower Repair - Parks	87.80
		231227	Public Works	Parks/Cemetery Operational Supplies & Weed Eater Parts	88.74
HARRY'S LAWN AND POWER EQUIPMENT Total					176.54
J.L. STOREDAHL AND SONS	558	374055	Genl Govt/Facilities	PW Shop Gravel	35.46
			Public Works	PW Shop Gravel	477.30
J.L. STOREDAHL AND SONS Total					512.76
JAMMIE'S ENVIRONMENTAL INC.	3786	221195	Public Works	S. 56th Biosolids Removal - Backwash Sludge	8,444.11
JAMMIE'S ENVIRONMENTAL INC. Total					8,444.11
KARL JOHANSSON	3569	21001-18	Public Works	09.2022 YMCA Site Plan	6,410.53
KARL JOHANSSON Total					6,410.53
KILLA BITES	3727	2416	Genl Govt/Facilities	Operations Meeting - Catering	14.15
			Public Works	Operations Meeting - Catering	190.78
			Community Development	Operations Meeting - Catering	29.65
KILLA BITES Total					234.58
L.N. CURTIS AND SONS	3075	INV638975	Public Safety	PD Uniforms	184.61
		INV638455	Public Safety	PD Uniforms	165.07
L.N. CURTIS AND SONS Total					349.68
LAKESIDE INDUSTRIES	264	P22003-2-0264-2	Genl Govt/Facilities	Royle Road Asphalt Repairs	(507.80)
			Public Works	Royle Road Asphalt Repairs	10,156.00
LAKESIDE INDUSTRIES Total					9,648.20
MICHAEL CURTIS	3704	3704-20221103	Community Development	Work Boots Reimb. - Curtis	170.00
MICHAEL CURTIS Total					170.00
NAPA AUTO PARTS	498	336837	Genl Govt/Facilities	PW Vehicle Maintenance - Portillo	4.03
			Public Works	PW Vehicle Maintenance - Portillo	36.30
		337057	Genl Govt/Facilities	PW Shop Operational Supplies	19.11
			Public Works	PW Shop Operational Supplies	257.21
		336990	Genl Govt/Facilities	PW Facilities Vehicle Maintenance	1.27
			Public Works	PW Facilities Vehicle Maintenance	9.26
		337172	Genl Govt/Facilities	PW Facilities Operational Supplies	3.06
			Public Works	PW Facilities Operational Supplies	22.32
NAPA AUTO PARTS Total					352.56
NORTHWESTERN BUS NUTS	2873	2022-1019	Genl Govt/Facilities	2022 BP Tent Rental	300.00
NORTHWESTERN BUS NUTS Total					300.00
PACIFIC OFFICE AUTOMATION - LEASE	1564	77918029	Genl Govt/Facilities	11.2022 Copier Lease - PW Shop	6.40
				11.2022 Copier Lease - RACC	170.44
				11.2022 Copier Lease - CH	647.66

City of Ridgefield

Claims Payment Report

For Approval on:

November 3rd, 2022

PACIFIC OFFICE AUTOMATION - LEASE	1564	77918029	Public Works	11.2022 Copier Lease - PW Shop	86.13
			Community Development	11.2022 Copier Lease - RACC	477.22
PACIFIC OFFICE AUTOMATION - LEASE Total					1,387.85
RICOH USA INC. - LEASE	1662	5065828430	Public Safety	PD Copier Usage	1,494.49
RICOH USA INC. - LEASE Total					1,494.49
RONALD ONSLOW	930	0930-20221103	Public Works	Onslow Nature Park - Paint	67.37
RONALD ONSLOW Total					67.37
SW WA REGIONAL TRANSPORTATION	602	(blank)	Public Works	Safety Plan Support	3,131.00
SW WA REGIONAL TRANSPORTATION Total					3,131.00
SWORDFERN LLC	2663	22-483	Public Works	Wertz Land Appraisal - West of 35th Ave	3,000.00
SWORDFERN LLC Total					3,000.00
THE PARR COMPANY	964	26634753	Genl Govt/Facilities	PW Shop Operational Supplies	2.31
			Public Works	PW Shop Operational Supplies	31.12
		26634458	Genl Govt/Facilities	PW Shop Operational Supplies	2.09
			Public Works	PW Shop Operational Supplies	28.07
		26635144	Public Works	Streets Operational Supplies	18.46
		26634286	Public Works	PW Ops Center - Build Out	51.31
THE PARR COMPANY Total					133.36
USA BLUEBOOK	444	143576	Public Works	Water Office Supplies - Printer Catridge	148.74
		146387	Public Works	Water Uniforms - Kyle Johnson	142.21
		144982	Public Works	Water Operational Supplies - Safety Googles	61.98
		143510	Public Works	Water Tools	167.95
USA BLUEBOOK Total					520.88
WELLWORKS FOR YOU	3414	21125	Genl Govt/Facilities	10.2022 Wellness Program	(67.34)
			Human Resources	10.2022 Wellness Program	850.34
WELLWORKS FOR YOU Total					783.00
WESTERN STAR NORTHWEST RIDGEFIELD	2794	SR201055303	Public Works	Vac Truck Maintenance - Oil Change	1,614.14
WESTERN STAR NORTHWEST RIDGEFIELD Total					1,614.14
WILCO FARM STORE	655	724194-6	Genl Govt/Facilities	PW Shop Operational Supplies	11.01
			Public Works	PW Shop Operational Supplies	148.23
WILCO FARM STORE Total					159.24
Grand Total					126,790.37

Attachment: November 3, 2022 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: November 03, 2022

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from October 27, 2022 Meeting

AGENDA ITEM TITLE:

Approval of minutes from the following meeting(s) of the council:

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

Staff has prepared the minutes for Council consideration of adoption for the Council meeting(s)

BUDGET/FINANCIAL IMPACTS:

Not applicable

ACTION OR MOTION:

Approve the minutes by making the following motion:

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 10-27-2022 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
October 27, 2022

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM

FLAG SALUTE

ROLL CALL

Attendee Name	Title	Status	Arrived
Ron Onslow	Councilor	Present	
Lee Wells	Councilor	Present	
Jen Lindsay	Mayor	Present	
Rob Aichele	Councilor	Present	
Judy Chipman	Councilor	Present	
Rachel Coker	Councilor	Present	
Matt Cole	Councilor	Present	

LATE CHANGES TO THE AGENDA

PROCLAMATION

Disability Employment Awareness Month

PUBLIC COMMENT

None received.

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ron Onslow, Councilor
SECONDER:	Rachel Coker, Councilor
AYES:	Onslow, Wells, Lindsay, Aichele, Chipman, Coker, Cole

1. Approval of Claims And/Or Payroll
2. Approval of Minutes from the October 13, 2022 Meeting

PRESENTATION

1. Presentation on Tax Increment Area

BUSINESS

1. Motion - Approval of Interlocal Agreement with Clark Public Utilities for Street Light Maintenance

Attachment: 10-27-2022 (Approval of Minutes)

The City and Clark PUD are entering into an agreement that allows Clark PUD to perform general maintenance and repair of City owned unmetered street lights. The agreement sets forth the scope of services, standard equipment, procedures for requesting maintenance, and timeline for response to maintenance requests.

MOTION: MOVED TO AUTHORIZE THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT BETWEEN CLARK PUBLIC UTILITIES AND THE CITY FOR MAINTENANCE OF UNMETERED CITY OWNED STREET LIGHTS.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rachel Coker, Councilor
SECONDER:	Rob Aichele, Councilor
AYES:	Onslow, Wells, Lindsay, Aichele, Chipman, Coker, Cole

2. Motion - Approval of Art Selection for Ridgefield Roundabout Red Label

In 2015, the City launched a campaign in support of the growing wine scene. Marechal Foch grapes were planted in the roundabouts leading into Ridgefield. In 2018, the grapes were used to produce the first bottles of *Ridgefield Roundabout Red™* wine. The City partnered with the Ridgefield Art Association on a Call to Artists, and Council made the final selection of the wine label artwork. It is the intent that each batch of wine will have a wine label with unique artwork created by a local artist. The artwork on the 2018 bottles was created by a local artist specifically for the wine label. The City is now seeking unique artwork for the second wine label. The City again partnered with the Ridgefield Art Association on a Call to Artists. The Call identified eligible artists as anyone who is a member of the Ridgefield Art Association and/or resides in the 98642 zip-code area. To protect the integrity of the selection process and assure no bias, or perception of bias, the names of the artists will not be available to City Councilmembers until following the final selection.

City Council reviewed art work submitted by 5 artists and conducted discussion.

MOTION: MOVED TO APPROVE ART SUBMITTED BY ARTIST #5.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Cole, Councilor
SECONDER:	Rachel Coker, Councilor
AYES:	Onslow, Wells, Lindsay, Aichele, Chipman, Coker, Cole

3. Motion - Approval of Economic Catalyst Program

The Economic Catalyst program is intended to encourage development of employment and/or commercial uses that will have a positive effect on the surrounding area by spurring additional job development, increasing sales tax revenue, increasing property values, or improving city residents' quality of life. Costco is proposing to construct a member warehouse facility of 160,500 square feet plus fueling station at the NW quadrant of the I-5 interchange at Pioneer Street (SR-501). Annual sales volume could reach +/- \$200 million within 3-4 years. In order to be considered for the Economic Catalyst program the development must be located within either the Junction sub-area or the 45th and Pioneer sub-area. The proposed economic catalyst is located within the boundaries of the Junction sub-area. A market analysis produced by ED Hovee & Company dated February 23, 2022, identified the sub-area as the best opportunity for a regional commercial-anchored retail development. Additionally, the Hovee analysis found "with existing stores in Vancouver and Camas, a new Ridgefield Costco will serve an extended trade area reaching from about the Clark County fairgrounds north to include Cowlitz County. With a 2022 population estimated at 191,000, current

sales leakage from this trade area is estimated at \$800 million per year. Based on proximity, this is the area from which Costco likely could expect to draw most of its customers”.

City Council conducted discussion.

No action taken.

PUBLIC HEARING/BUSINESS

1. Public Hearing and First Reading of Ordinance No. 1376 - Costco Development Agreement - Steve Stuart, City Manager

Costco Wholesale Corporation is proposing to build a retail warehouse in Ridgefield. In addition to assuring necessary infrastructure is provided to the site, the City has requested that Costco enhance the design of the site and building to provide a more iconic and context sensitive site and building design. The developer has agreed to provide such design but is seeking a reduction in fees to account for the economic value created by a Costco retail warehouse and increased expense to Costco of providing such improvements. These reductions in fees are to be contemplated as part of an Economic Catalyst Program application included as a separate agenda item. In addition, to assure the best development review process and product for applicant and community, the City and Costco have agreed to identify and use a project management approach.

Mayor Lindsay opened Public Hearing: 8:11PM

Comments received during public hearing can be heard on the City's website under
<https://ridgefieldwa.us/government/city-council-meeting-audio-files/>

Mayor Lindsay Closed Public Hearing: 8:15PM

First reading only.

2. Public Hearing and First Reading of Ordinance No. 1377 - Kemper Grove Development Agreement - Steve Stuart, City Manager

The developer, Hinton Development through H2 Grove, is obligated to construct certain street improvements along a portion of 35th Avenue along with other public improvements as part of the Phase 3 Kemper Grove PUD Subdivision. There is a portion of 35th which is beyond the scope of improvements conditioned in the Subdivision permit and classified as a system improvement under our CFP and TIF list. These street improvements would benefit the Kemper Grove PUD Subdivision and the developer proposes to construct them as a part of the development. These improvements are on the City's current Capital Facilities Plan and are included on the City's current TIF list but are not currently eligible for TIF credit. Under the proposed agreement, the developer would construct certain improvements to 35th Avenue to the agreed City standards, while the City would agree to acquire a portion of Right of Way required for the construction and also to bring to the Council an amendment to the City's TIF list to make the proposed project TIF credit eligible.

Mayor Lindsay opened Public Hearing: 8:21PM

No testimony received.

Mayor Lindsay Closed Public Hearing: 8:21PM

MOTION: MOVED TO ADOPT ORDINANCE NO. 1377 AND WAIVE THE SECOND READING.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ron Onslow, Councilor
SECONDER:	Rob Aichele, Councilor
AYES:	Onslow, Wells, Lindsay, Aichele, Chipman, Coker, Cole

3. Public Hearing and First Reading of Ordinance No. 1378 - Greear Petition to Annex - Claire Lust, Community Development Director

The Petition to Annex includes five parcels with a total area of 27.3 acres and adjacent NW Carty Road right-of-way. The subject parcels are within the Ridgefield Urban Growth Area (UGA) and, along with the adjacent right-of-way, are contiguous with the Ridgefield city limits to the southeast. Therefore, the parcels are eligible for annexation. The current Clark County zoning of the annexation area is Single-Family Residential (R1-7.5) with the Urban Holding - 10 (UH-10) overlay. The 2016 Ridgefield Urban Area Comprehensive Plan designation is urban Low (UL). Per RDC 18.210.015.A, the RLD-4, RLD-6, and RLD-8 zoning districts implement the UL comprehensive plan designation and shall be applied to all newly annexed UL lands. Per the adopted Carty Road Subarea Plan (Figure 3), the subject property is to be designated Residential Low Density 4 (RLD-4) with a Community Supported Agriculture overlay. Per RDC 18.210.015.B, the urban holding overlay shall remain until urban services are available or until financing necessary to construct or bond for urban services is secured. Per the applicant's narrative, the Greears are interested in connecting to water and sewer and upgrading their event venue in the short term, and potentially short platting for additional residential lots in the long term. The other property owners expressed interest in short platting to create one additional residential building lot on their land.

Mayor Lindsay opened Public Hearing: 8:32PM

No testimony received.

Mayor Lindsay Closed Public Hearing: 8:32PM

First reading only.

4. Public Hearing and First Reading of Ordinance No. 1379 - Young Petition to Annex - Claire Lust, Community Development Director

The Petition to Annex includes one 26.58-acre parcel owned by Richard Young (applicant) and Wendy Higgins. The subject parcel is within the Ridgefield Urban Growth Area (UGA) and is contiguous with the Ridgefield city limits to the south. Therefore, the parcel is eligible for annexation. The current Clark County zoning of the property is Single-Family Residential (R1-10) with the Urban Holding - 10 (UH-10) overlay. The 2016 Ridgefield Urban Area Comprehensive Plan designation is urban Low (UL). Per RDC 18.210.015.A, the RLD-4, RLD-6, and RLD-8 zoning districts implement the UL comprehensive plan designation and shall be applied to all newly annexed UL lands. Per the adopted Carty Road Subarea Plan (Figure 3), the subject property is to be designated Residential Low Density 4 (RLD-4). Per RDC 18.210.015.B, the urban holding overlay shall remain until urban services are available or until financing necessary to construct or bond for urban services is secured. The property is adjacent to the Sanderling Park Planned Unit Development (PUD) to the south. A planned public street in the Sanderling PUD will stub to the southern boundary of the Young property. The builder, Pahlisch Homes, is working with Mr. Young to secure an emergency ingress/egress easement via this stub across his property to NW Carty Road. Mr. Young is also coordinating with Clark Regional Wastewater District (CRWWD) to locate a sanitary sewer pump station on the northern portion of his property adjacent to NW Carty Road. While

Mr. Young has studied how his property might develop under RLD-4 zoning, he has stated since submitting the petition to annex that he does not intend to develop while he owns the property, nor does he intend to sell to a developer in the immediate future.

Mayor Lindsay opened Public Hearing: 8:34PM

No testimony received.

Mayor Lindsay Closed Public Hearing: 8:34PM

First reading only.

PUBLIC COMMENT

None received.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Coker - Delivered Welcome bag to new residents.

Council Member Aichele - Attended Neighbors on Watch meeting.

Council Member Wells - Attended CRWWD meeting, Open House for AIG.

Council Member Chipman - Volunteered at the concession stand at the High School football game, 100 Women Who Care meeting, Lava Java 20-year ribbon cutting, City Manager briefing.

Council Member Cole - Volunteered at the concession stand at the High School football game, Art Association meeting.

Mayor

Was a guest speaker at the RCC Civic Forum and Development update hosted by the Ridgefield Chamber of Commerce.

City Manager

City Manager Steve Stuart - Tree planting event is on November 5th at Horns Corner at 9AM, erosion control measures update, farewell to Public Works Director Brenda Howell.

Public Works Director Brenda Howell - Thanked Council and staff for support during the last 6 years with the City.

Community Development Director Claire Lust - Thanked Brenda Howell for the all the support, Brenda will be missed.

Deputy City Manager Lee Knottnerus - Thanked Brenda Howell for the all the support, Brenda will be missed. Public Works Director recruitment is open. Downtown Trick or Treat update.

Interim Police Chief Cathy Doriot - Officer Keating has graduated from the academy.

ADJOURN - [8:47 PM](#)

Julie Ferriss, City Clerk

Jennifer Lindsay, Mayor

Attachment: 10-27-2022 (Approval of Minutes)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: November 03, 2022
ITEM: STUDY SESSION - 5:30 P.M.
AGENDA ITEM TITLE: 2023 Proposed Budget

GOVERNING LEGISLATION:

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

BUDGET/FINANCIAL IMPACTS:

ACTION OR MOTION:

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS:

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: November 03, 2022
ITEM: PUBLIC HEARING/BUSINESS
AGENDA ITEM TITLE: Public Hearing on 2023 Property Tax Levy and Revenues

GOVERNING LEGISLATION:

RCW 84.55.120 Public Hearing – Taxing District’s Revenue Sources – Adoption of Tax Increase by Ordinance or Resolution; RCW 35A.33 Budgets in Code Cities

PREVIOUS COUNCIL ACTION TAKEN:

Council conducts a public hearing annually to review proposed revenue sources as part of the budget adoption process.

SUMMARY/BACKGROUND:

The 2023 revenue budget totals \$80,928,140, including \$16.2 million in internal transfers for capital projects, \$1.4 million for debt service and \$1 million in internal transfers to support both street and storm water operations. \$15.5 million in new grant funds, and \$17.9 million in a new debt issuance. In comparison the 2022 amended revenue budget was \$62,057,020, with \$19.4 million associated with internal transfers from existing funds. The overall net increase in the proposed revenue budget when compared to the 2022 amended budget is approximately \$18.9 million, a 30.4% increase.

BUDGET/FINANCIAL IMPACTS:

Please refer to the attached reports and presentation

RECOMMENDED ACTION OR MOTION:

Staff requests Council Conduct the public hearing on 2023 revenue sources and conduct first readings of Ordinance No. 1380, 1381 and 1382.

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS: 2023 Revenue Hearing (PDF)



2023 Proposed Budget Revenue Forecast

November 3, 2022



2023 Proposed Budget Agenda

2023 Revenue Projections

- Operating Funds
- Capital Service Funds
- Special Revenue Funds
- Capital Project Funds



2023 Proposed Revenue Budget Summary

		<i>2022 Amended Budget</i>	<i>2023 Proposed Budget</i>	<i>Percentage Change</i>
Operating Funds				
001	General Fund	\$ 13,673,685	\$ 14,758,230	7.93%
101	Street Fund	1,166,893	1,263,355	8.27%
406	Water Operating	2,854,555	3,134,000	9.79%
408	Stormwater Operating	1,158,395	1,568,500	35.40%
Total Operating Funds		18,853,528	20,724,085	9.92%
Capital Service Funds				
105	Real Estate Excise Tax	2,370,000	2,705,000	14.14%
114	Park Impact Fee	1,856,785	972,750	-47.61%
115	Traffic Impact Fee	3,212,700	1,738,250	-45.89%
416	Water Utility SDC	2,917,000	2,050,000	-29.72%
Total Capital Service Funds		10,356,485	7,466,000	-27.91%
Special Revenue Funds				
111	Drug Fund	760	1,510	98.68%
140	Affordable Housing	31,025	33,000	100.00%
150	Transportation Benefit District	301,750	900,025	198.27%
Total Special Revenue Funds		333,535	934,535	180.19%
Debt Service				
200	Debt Service	1,414,003	1,408,995	-0.35%
Total Debt Service		1,414,003	1,408,995	-0.35%
Capital Projects & ERF				
300	General Capital Projects	25,046,954	44,577,300	77.97%
410	Water Utility Capital Projects	4,482,500	4,400,000	-1.84%
412	Storm Water Utility Capital Projects	965,000	915,000	-5.18%
501	Equipment Replacement (ERF)	605,015	502,225	-16.99%
Total Capital Projects & ERF		31,099,469	50,394,525	62.04%
Total Revenue All Sources		\$ 62,057,020	\$ 80,928,140	30.41%



2023 Revenue Forecast

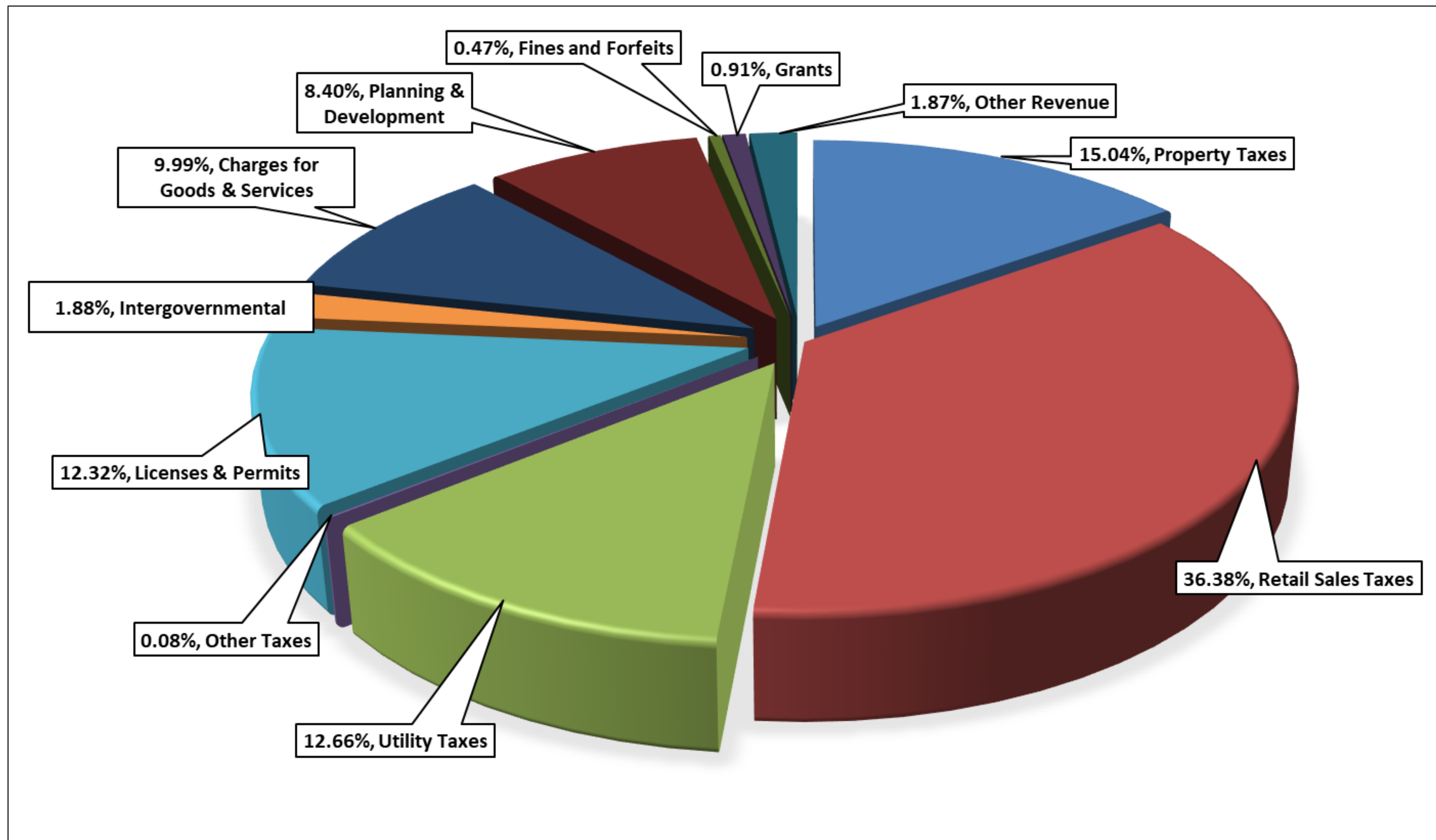
General Fund

Description	2022 Amended Budget	2023 Proposed Budget	Percentage Change
001 General Fund			
Revenue			
Property Tax	1,940,000	2,220,000	14.43%
Retail Sales & Other Tax	4,232,050	5,381,000	27.15%
Utility Taxes	1,589,810	1,868,100	17.50%
License & Permits	1,950,710	1,818,760	-6.76%
Planning & Development	1,417,400	1,240,000	-12.52%
Fines & Forfeits	64,000	69,000	7.81%
Charge for Goods & Services	644,030	1,474,410	128.93%
Intergovernmental/Grant	1,643,785	410,660	-75.02%
Other Revenue/Donations	191,900	276,300	43.98%
Transfers In	-	-	0.00%
General Fund Revenue	13,673,685	14,758,230	7.93%



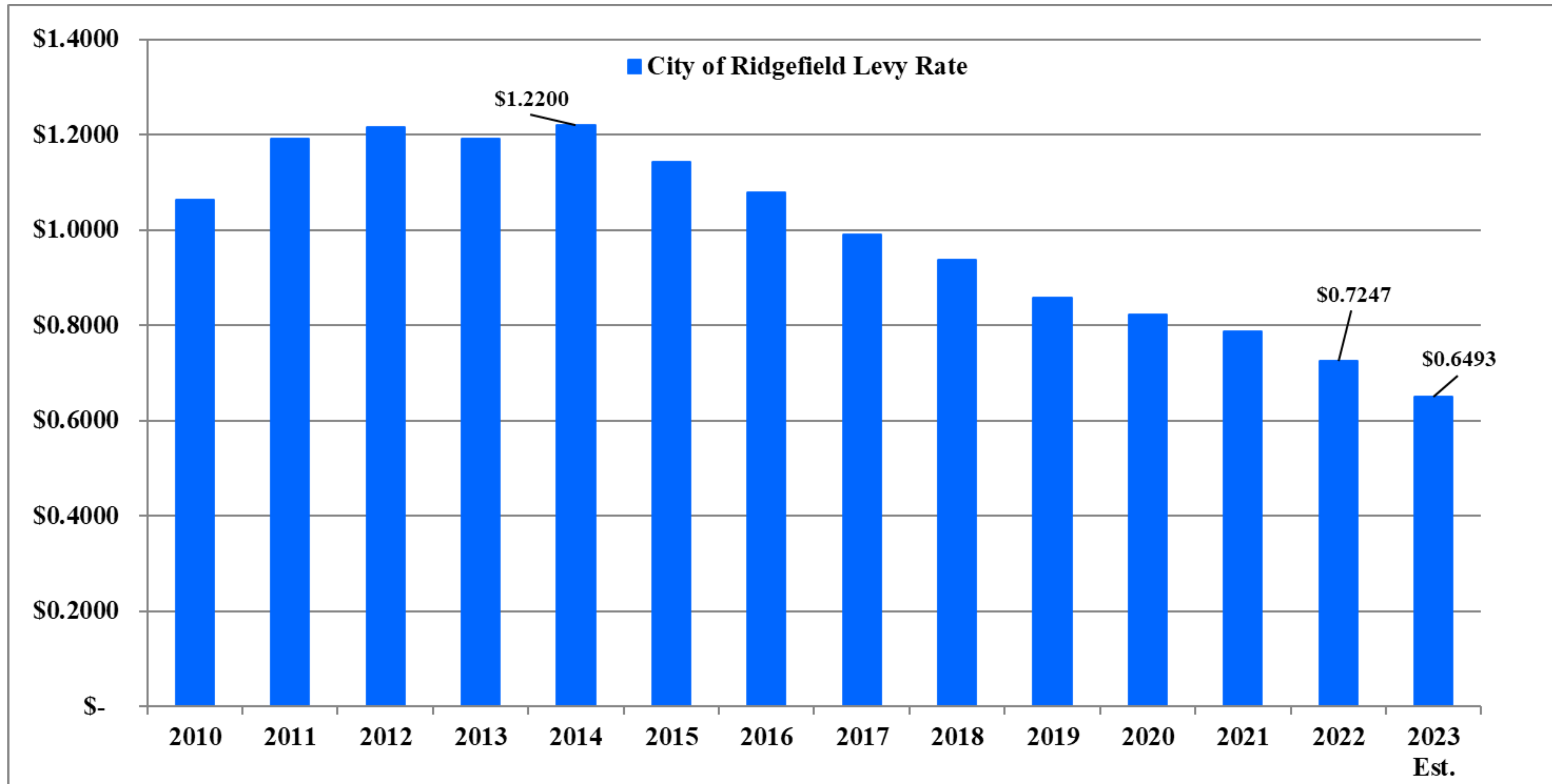
2023 Revenue Forecast

General Fund Revenue Sources



2023 Revenue Forecast

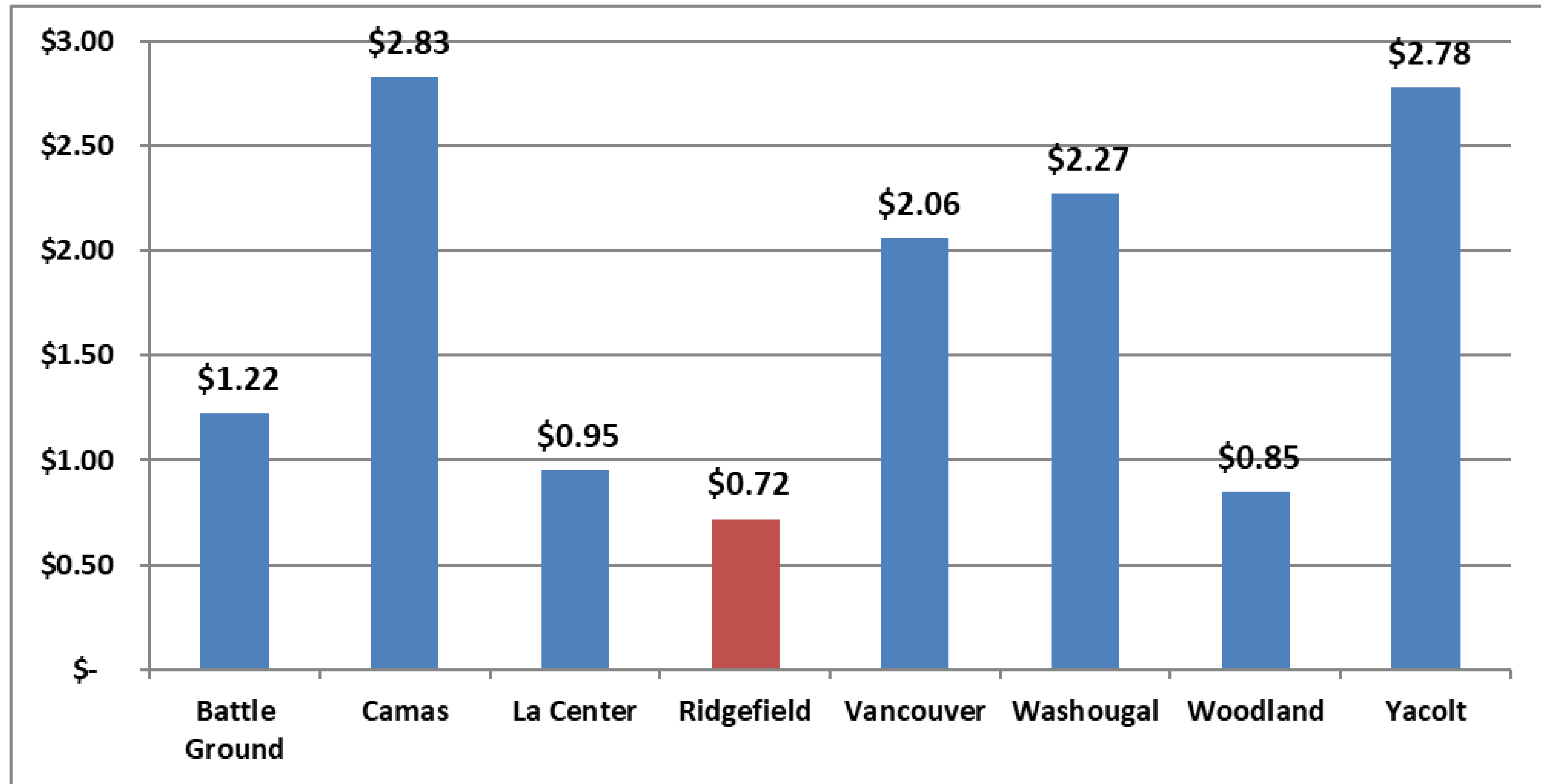
Property Tax Levy



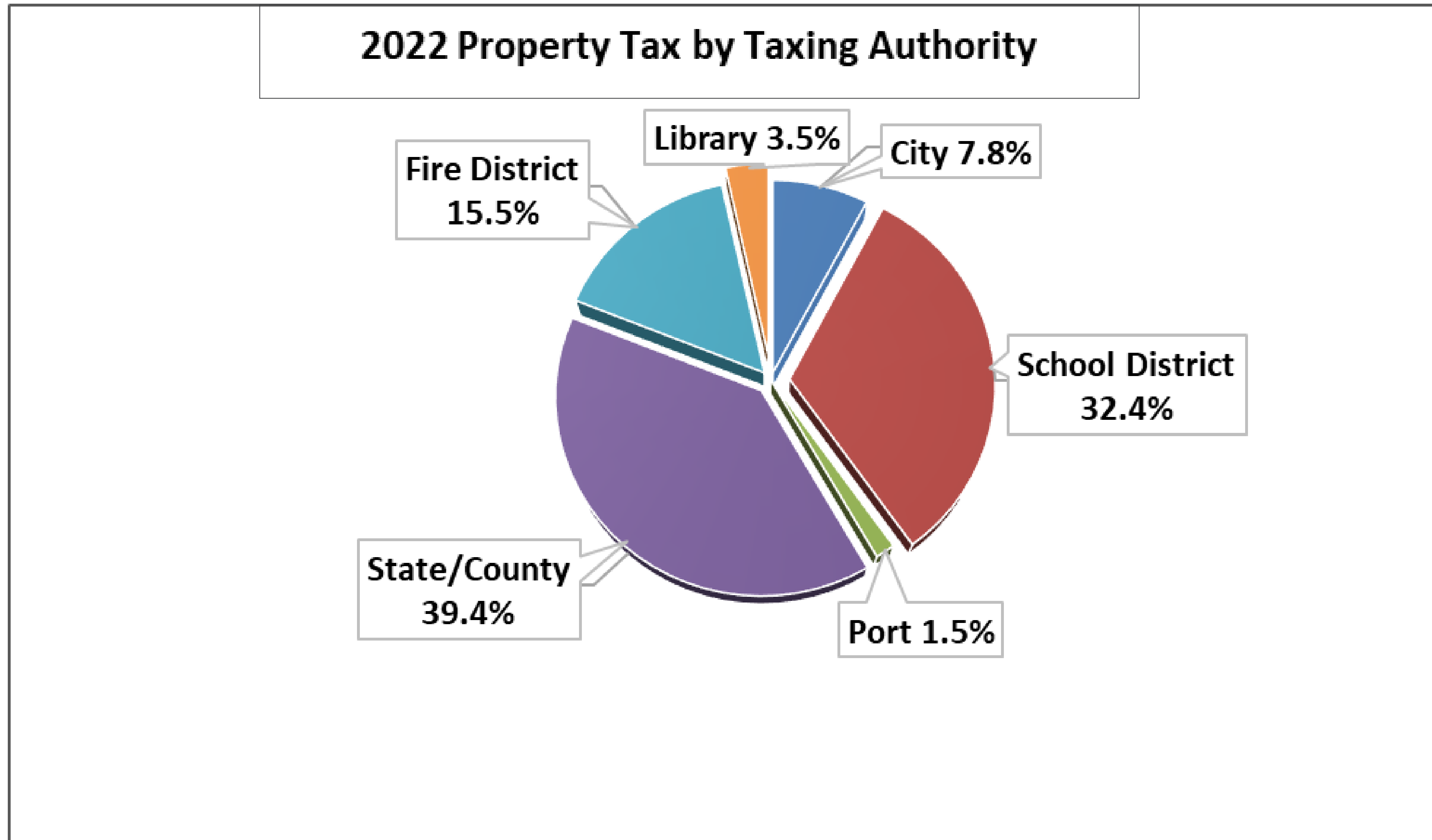
1% statutory increase in levy amount is \$19,241, New construction is \$342.4 million or \$248,119 increase in levy amount.



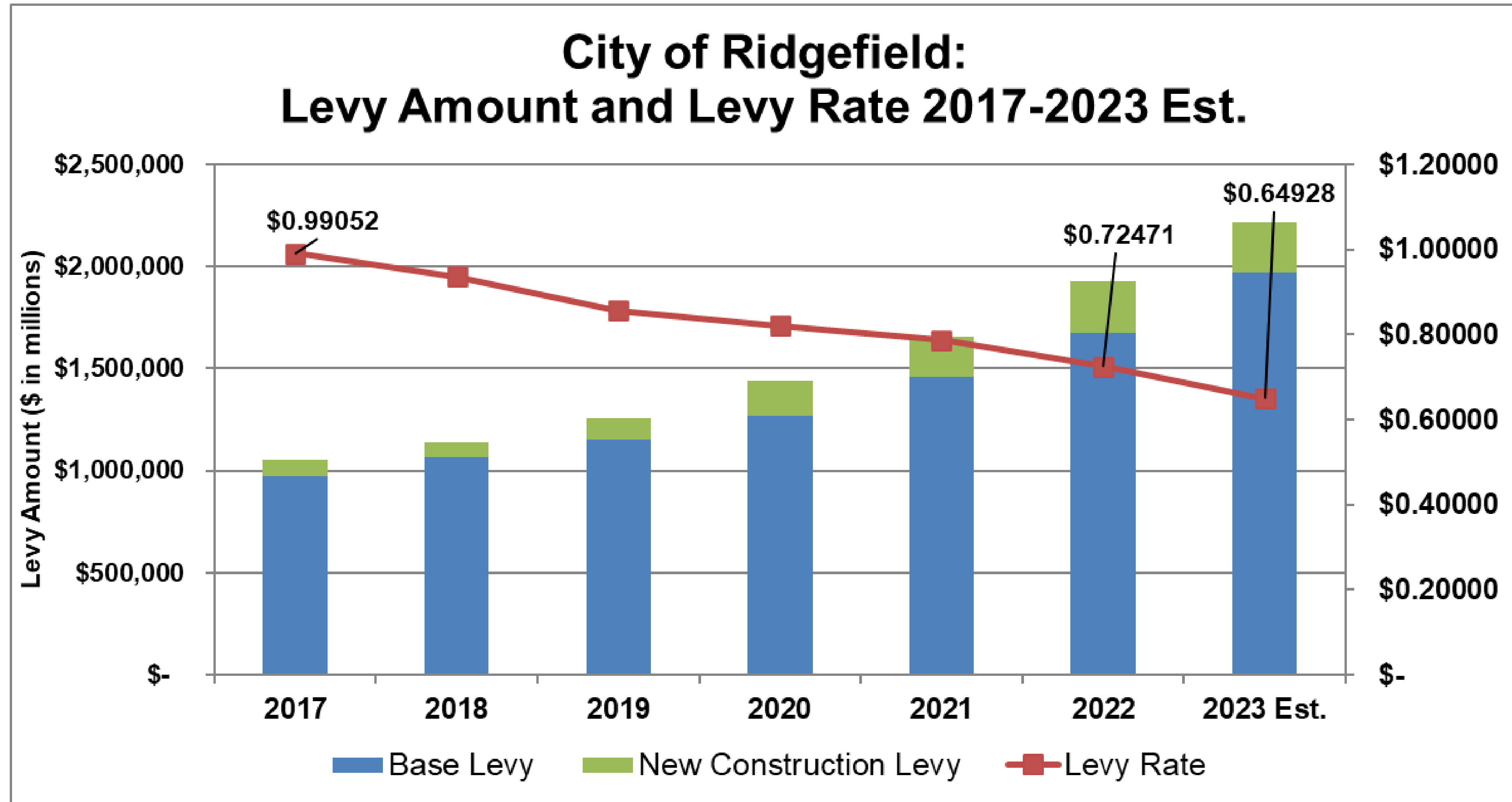
2022 Property Tax Levy Comparisons by Entity



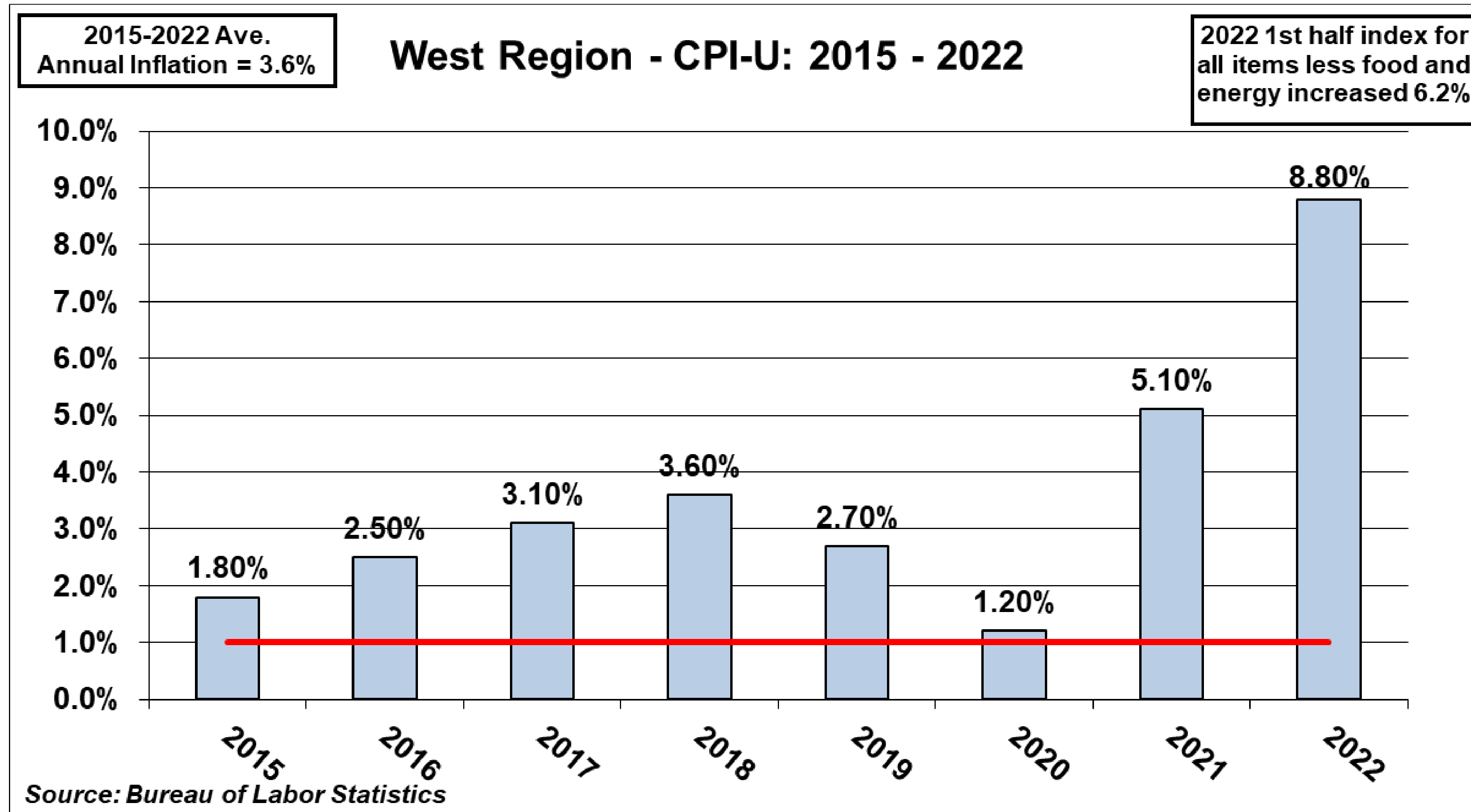
2022 Property Tax Levy Comparisons



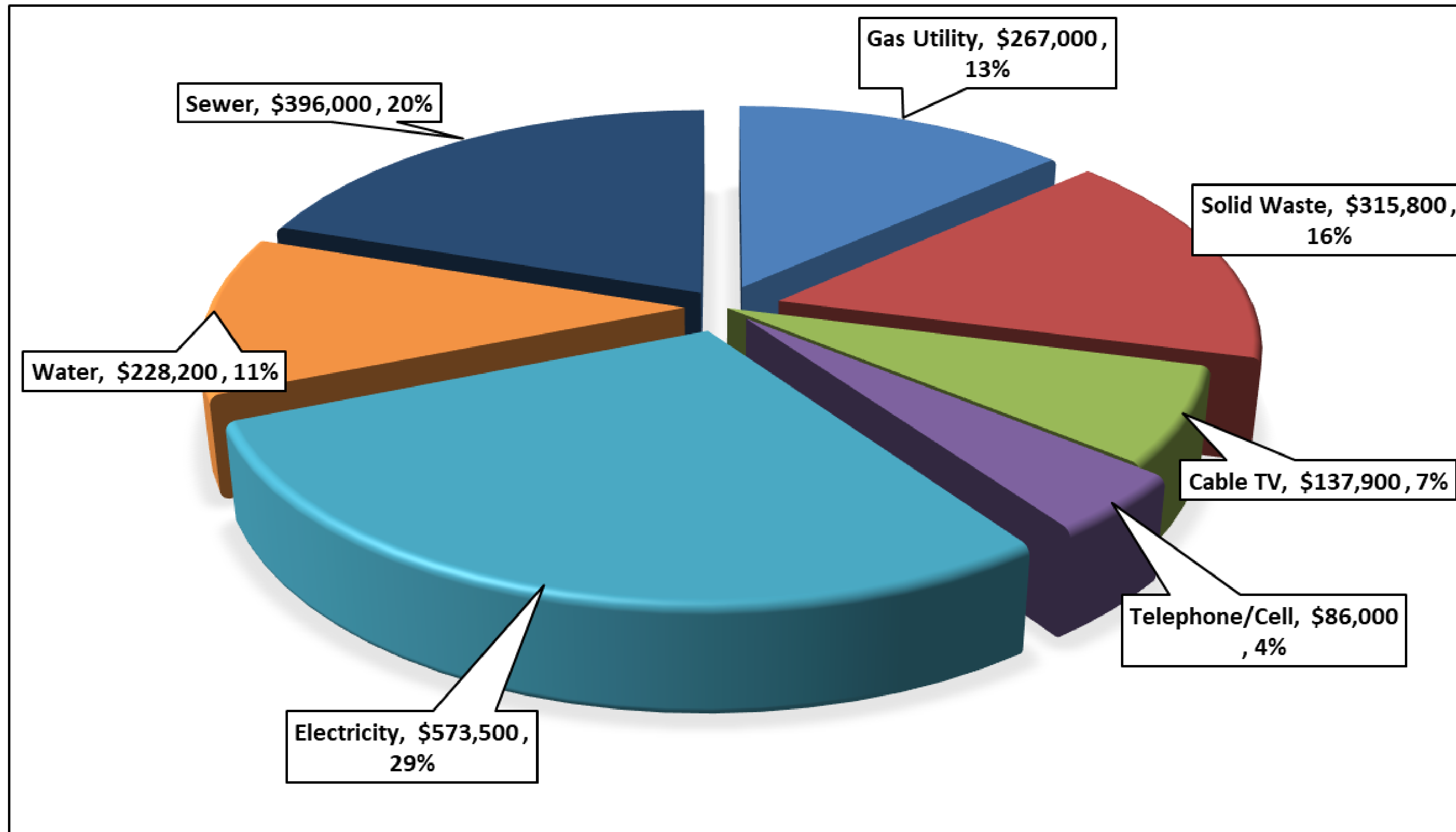
2023 Property Tax Assessed Values



2023 Property Tax Levy Comparison to Inflation



2023 Utility Tax by Source



2023 Revenue Forecast Street Fund

Description	2022 Amended Budget	2023 Proposed Budget	Percentage Change
<i>101 Street Fund</i>			
<i>Revenue</i>			
Utility Tax/Franchise Fee	120,715	136,300	12.91%
Permits	20,000	20,000	0.00%
Intergovernmental	238,485	281,530	18.05%
Other Revenue	50,525	25,525	-49.48%
Transfers In	737,168	800,000	8.52%
<i>Street Fund Revenue</i>	<i>1,166,893</i>	<i>1,263,355</i>	<i>8.27%</i>



2023 Revenue Forecast

Water Utility and Storm Water Utility Funds

Description	2022 Amended Budget	2023 Proposed Budget	Percentage Change
406 Water Utility Fund			
Revenue			
Charges for Goods and Services	2,843,555	3,122,000	9.79%
Other Revenue	11,000	12,000	9.09%
Water Utility Fund Revenue	2,854,555	3,134,000	9.79%
408 Stormwater Utility Fund			
Revenue			
Charges for Goods and Services	1,155,395	1,340,000	15.98%
Other Revenue	3,000	28,500	850.00%
Stormwater Utility Fund Revenue	1,158,395	1,368,500	18.14%



2023 Revenue Forecast

Utility Rate Comparisons

Agency	Water	Utility Tax	Monthly Avg.	Notes
Ridgefield 2022	26.77	8.00%	28.91	
Ridgefield 2023	27.59	8.00%	29.79	a
Battle Ground	27.97	12.00%	31.33	
Camas	30.65	0.00%	30.65	
Clark County Unincorporated	23.80	0.00%	23.80	b, c, d
La Center	23.80	6.00%	25.23	b
Vancouver	32.89	28.90%	32.89	e
Washougal	40.38	10.00%	40.38	f

a) Water and storm water rate increase. Per rate model (3%)

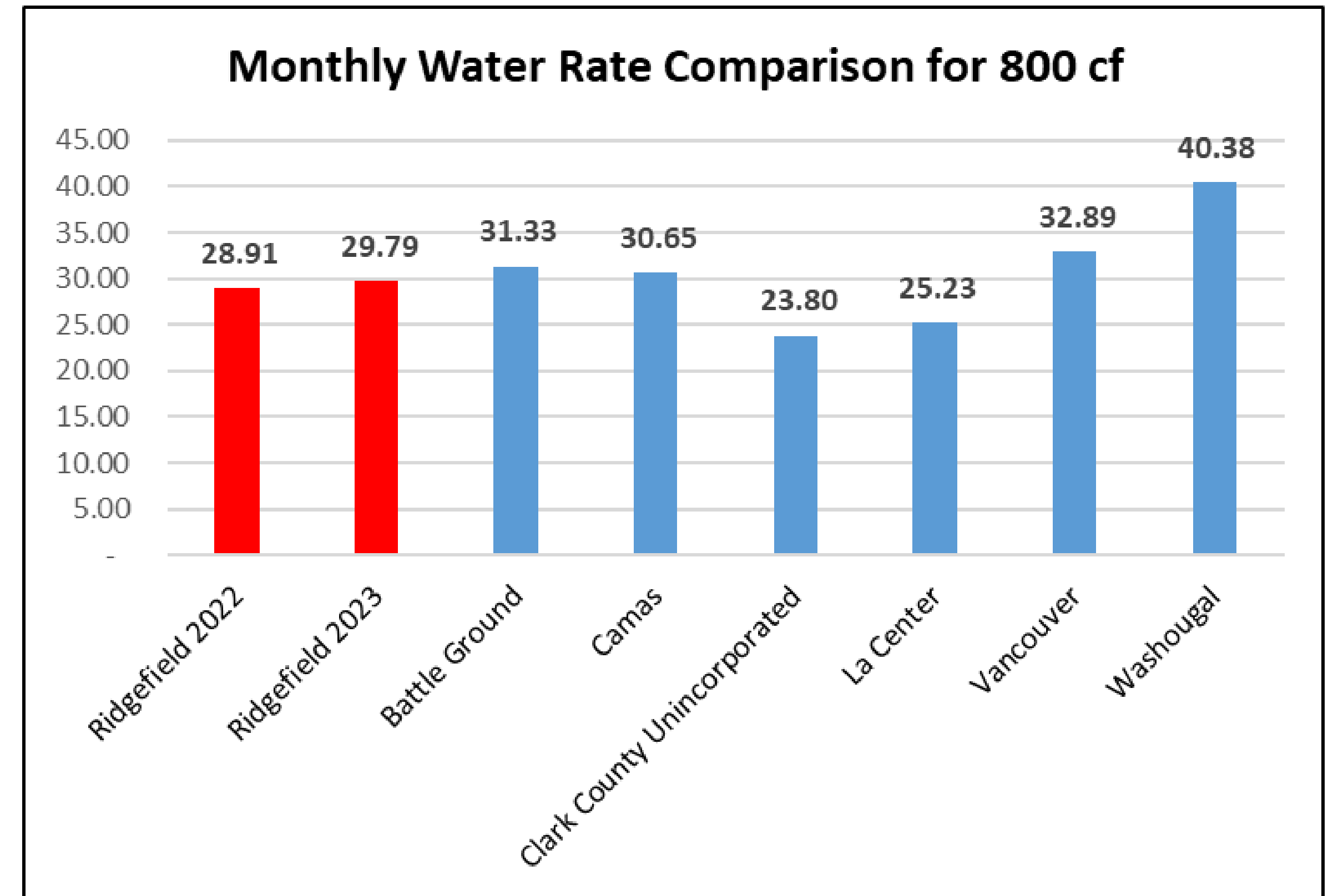
b) Water offered through Clark Public Utilities

c) Sewer offered through Clark Regional Wastewater District

d) Storm Water rate inside urban growth area of unincorporated Clark County

e) The City of Vancouver includes taxes in the rates and does not break them out externally

f) The City of Washougal includes taxes in the rates and does not break them out externally

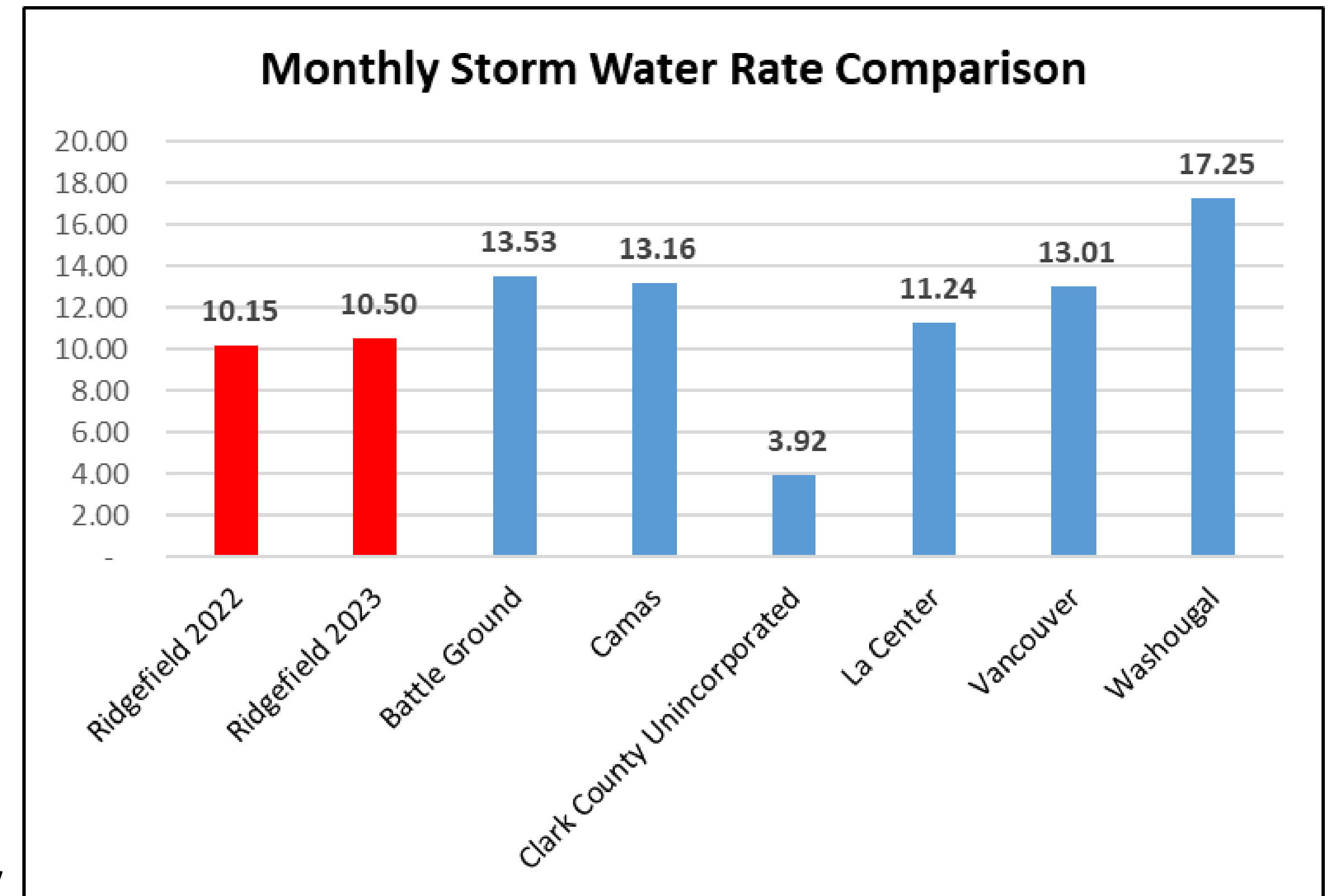


2023 Revenue Forecast

Utility Rate Comparisons

Agency	Storm	Utility Tax	Monthly Avg	Notes
Ridgefield 2022	10.15	0.00%	10.15	
Ridgefield 2023	10.50	0.00%	10.50	a
Battle Ground	12.08	12.00%	13.53	
Camas	13.16	0.00%	13.16	
Clark County Unincorporated	3.92	0.00%	3.92	b
La Center	10.60	6.00%	11.24	
Vancouver	13.01	28.90%	13.01	c
Washougal	17.25	6.00%	17.25	d

- a) Storm water rate increase \$0.70 per bi-monthly billing
b) Storm Water rate inside urban growth area of unincorporated Clark County
c) The City of Vancouver includes taxes in the rates and does not break them out externally
d) The City of Washougal includes taxes in the rates and does not break them out externally



2023 Revenue Forecast

City of Ridgefield Sewer Rates

MONTHLY SEWER SERVICE	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Base Rate (Central Service Area)	\$ 36.00	\$ 37.00	\$ 38.00	\$ 38.00	\$ 38.00	\$ 39.00	\$ 40.00	\$ 41.00	\$ 42.00	\$ 43.50
System Integration Charge	19.00	18.80	18.50	17.70	17.00	16.60	15.60	13.80	11.60	10.00
Total Sewer Service Charge	55.00	55.80	56.50	55.70	55.00	55.60	55.60	54.80	53.60	53.50
City Operating Fee (10%)	5.50	5.58	5.65	5.57	5.50	5.56	5.56	5.48	5.36	5.35
TOTAL BILL PER ERU/MONTH	\$ 60.50	\$ 61.38	\$ 62.15	\$ 61.27	\$ 60.50	\$ 61.16	\$ 61.16	\$ 60.28	\$ 58.96	\$ 58.85

SYSTEM DEVELOPMENT CHARGES										
SDC per ERU	\$7,550.00	\$7,550.00	\$7,550.00	\$7,550.00	\$7,550.00	\$7,950.00	\$8,350.00	\$8,750.00	\$8,750.00	\$9,450.00

2023 rates are preliminary and have not been adopted



2023 Revenue Forecast

Capital and Special Revenue Funds

Description	2022	2023	Percentage Change
	Amended Budget	Proposed Budget	
Revenue			
Capital Service Funds			
Real Estate Excise Taxes	2,370,000	2,705,000	14.14%
Park Impact Fees	1,856,785	972,750	-47.61%
Traffic Impact Fees	3,212,700	1,738,250	-45.89%
Water System Development Charges	2,917,000	2,050,000	-29.72%
Special Revenue Funds - Debt Service			
Drug Fund	760	1,510	98.68%
Affordable Housing	31,025	33,000	6.37%
Transportation Benefit District	301,750	900,025	198.27%
Debt Service	1,414,003	1,408,995	-0.35%



2023 Revenue Forecast

General Capital and ERF Funds

Description	2022	2023	Percentage Change
	Amended Budget	Proposed Budget	
Revenue			
Capital Project - Equipment Replacement Fund			
General Capital Project Fund	25,046,954	44,577,300	77.97%
Water Utility Capital Project Fund	4,482,500	4,400,000	-1.84%
Storm Water Capital Project Fund	965,000	915,000	-5.18%
Equipment Replacement Fund	605,015	502,225	-16.99%

Capital Project Funding Includes

New Grant Funding	\$15,372,400
Debt Issuance	\$17,950,000
Internal Transfers	\$16,222,000



2023 Proposed Budget Next Steps

- November
 - “2023 Proposed Budget” released to the public 11/1/2022
 - Review 2023 property tax levy 11/3 and 11/17 6:30 PM
 - Review 2023 utility rates 11/3 and 11/17 6:30 PM
 - Conduct public hearing on “2023 Proposed Budget” 11/17 6:30 PM
- December
 - Conduct public hearing on “2023 Proposed Budget” 12/1 6:30 PM
 - Adopt “2023 Proposed Budget” 12/1 6:30 PM
 - Transmit 2023 budget to MRSC and State Auditor



THANK YOU

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: November 03, 2022

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield Establishing the Estimated Ad Valorem Taxes Necessary to Finance the Anticipated Requirements of the City of Ridgefield, Washington for the Fiscal Year Ending December 31, 2023 by Increasing Property Tax Revenue from the Previous Year

GOVERNING LEGISLATION:

RCW 84.55.120, and RCW 84.52.020

PREVIOUS COUNCIL ACTION TAKEN:

Council adopts a property tax levy annually.

SUMMARY/BACKGROUND:

The 2023 budget includes a statutory maximum 1% increase in the current property tax levy exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property, and annexations that have occurred, and including any refunds made.

The 2022 regular levy amount was \$1,924,096. The statutory 1% increase would raise the property tax levy \$19,241. In addition to the 1% increase, the Clark County Assessor's office has preliminary estimates showing the City assessed value for new construction will add approximately \$342.4 million to the City's assessed values, adding approximately \$248,119 in property tax revenue. The Department of Revenue is still in the process of valuing state assessed utilities. These numbers should be available shortly. The value for the 2022 tax roll for state assessed utilities was \$18.3 million.

To date the estimated 2023 taxable assessed values for Ridgefield is \$3,360,318,388. The Assessor must certify the assessed values by November 14, 2022. The City must hold a revenue hearing and certify a property tax levy to the County by November 30, 2022. The City's current forecast for the 2023 property tax levy is \$2,220,000, an increase of \$280,000 from the amended 2022 budget. The estimate is for the City of Ridgefield levy amount to be 64.9 cents per \$1,000 assessed value a decrease of 7.5 cents from the 2022 levy amount.

The 2023 General Fund operating expense budget has increased 15.9% over the 2022 operating expense budget to account for contractual and inflationary increases and an increase in 6 full time positions. Current inflation has been over 8% in 2022. Adoption of the 1% property tax levy increase does not match current inflation, but the increase is needed to maintain a balanced budget.

The three options available for property tax are:

-
1. Adopt a 1% increase estimated to be \$19,241.
 2. Bank the 1% increase and have available for use at a later date.
 3. Do not adopt a 1% increase or bank the capacity for the 1% increase.

BUDGET/FINANCIAL IMPACTS:

The 2023 property tax receipts will increase \$280,000 when compared with the amended 2022 budget. The total property tax levy is estimated to be \$2,220,000.

RECOMMENDED ACTION OR MOTION:

Staff requests Council conduct the first reading of Ordinance 1380.

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

ORDINANCE NO. 1380

AN ORDINANCE OF THE CITY OF RIDGEFIELD ESTABLISHING THE ESTIMATED AD VALOREM TAXES NECESSARY TO FINANCE THE ANTICIPATED REQUIREMENTS OF THE CITY OF RIDGEFIELD, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 BY INCREASING PROPERTY TAX REVENUE FROM THE PREVIOUS YEAR

WHEREAS, public hearings have been held by the Ridgefield City Council to review and discuss the estimated revenue needed for calendar year 2023 as required by statute; and

WHEREAS, the Revised Code of Washington 84.55.120 as amended by Referendum 47 requires an Ordinance or Resolution be approved by the City Council if the anticipated property tax levy will increase by any amount; and,

WHEREAS, the amount levied for fiscal year 2022 was \$1,924,096 and the increase in the regular property tax levy amount for 2022 is \$19,241 which is a percentage increase of 1% from the previous year; and,

WHEREAS, this increase is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property, and annexations that have occurred, and including any refunds made.

WHEREAS, a certified budget request or estimate is filed with the County Legislative Authority, separate from this ordinance. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The form for this purpose is titled "Levy Certification" and is available through the Assessor's Office. Certification is made in a manner prescribed by the County Legislative Authority.

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to increase the property tax levy by the maximum allowed by the Revised Code of Washington.

Section 2. Fixing Ad Valorem Taxes. That an increase in the regular property tax levy is authorized for the levy to be collected for the 2023 tax year in the amount of the maximum 1% allowed by law from the previous year, estimated to be \$19,241. This increase is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property and annexations that have occurred.

Section 3. Transmittal to County. A certified copy of this ordinance shall be transmitted to Clark County in accordance with law.

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

Section 5. 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 6. 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 7: Effective date. This ordinance shall take effect and be in full force five (5) days after the publication in which is hereby approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 17th DAY OF NOVEMBER, 2022 IN AN OPEN PUBLIC MEETING.

City of Ridgefield:

Jennifer Lindsay
Mayor

ATTEST:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First reading:	November 3, 2022
Second reading:	November 17, 2022
Publication date:	November 23, 2022
Effective date:	November 28, 2022

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: November 03, 2022

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Amending Ridgefield Municipal Code Chapter 13.35 and Ordinance Number 1298 Adjusting the Bi-Monthly Water Rates

GOVERNING LEGISLATION:

RCW 35.92; Ridgefield Municipal Code Chapter 13.35

PREVIOUS COUNCIL ACTION TAKEN:

Council has adopted ordinances over the years setting bi-monthly water rates that support operating and capital revenues to preserve the public health, safety and proper maintenance of the water system. The most recent action associated with bi-monthly water rates was adopted by Council through Ordinance No. 1298 on November 21, 2019.

SUMMARY/BACKGROUND:

City staff use a rate model created by a periodic rate analysis as required by the City's Budget Policy. The rate analysis analyzes expenses and revenues for the next 10 years for the Water Utility. Factors included assumptions for inflationary cost escalators, labor agreements, capital facility plans and growth assumptions. City staff update the model annually to determine proper rates to maintain the water system.

As a result of the update to the rate model, it was determined that rates for 2023 should increase at a minimum inflationary rate of 3%. However, the city has seen higher than expected inflation in 2022 exceeding 8%. Inflation is expected to continue at a higher than normal level through 2023. As a result of the growth in accounts and water usage, staff have calculated the rate increase can be maintained at the minimum inflationary rate of 3%. The city has been able to limit rate increases over the past several years due to the rapid growth in the customer base. Rates have not increased in 4 of the past five years with the only increase in January 2020 at 1.5%.

Staff will be completing a new rate study in 2023 with an outside consultant who specializes in rate analysis. The expectation is to begin the study in the first quarter of 2023 and present the findings to council in the 2nd quarter of 2023. The study will continue to look at revenues needed to support operational and capital needs as well as how the rate structure can support water conservation efforts.

For a household using an average of 1,600 cf of water the rate increase would be approximately \$2.07 per bi-monthly billing cycle including utility tax. Due to the recommended rate increase and projected usage in 2023, rate revenue is expected to increase 10.5% over the amended 2022 budget. Expenses for the water utility fund

are expected to increase 9% in 2023 over the amended 2022 budget. City reserve policies also require 5% of rate revenues being set aside into a reserve fund for repair and replacement of existing water system infrastructure. The 2023 proposed budget currently shows a small surplus that will be used in future years for operational needs and additional repair & replacement projects.

The Budget Advisory Committee is recommending we implement the 3% increase in the rate. This increase is lower than the West Region Average Consumer Price Index for Urban Consumers (CPI-U) for the twelve months July 1, 2021 through June 30, 2022. The CPI-U was 8.8% for this time period. A 3% increase, together with the projected account growth due to new development, is proposed to maintain a financially healthy utility and complete needed capital maintenance projects.

The following table represents the rate structure for a two-month period for residential and commercial customers with a 3% increase:

Residential Customer – Two Month Rates With 3% Increase:

Two-Month Base Rate	CF of Water	Volume Rate per CF
\$45.25	Up to 1,000	\$0.0062
	>= 1,001 - 2,000	\$0.0240
	>= 2,001 - 4,000	\$0.0266
	Over 4,000	\$0.0302

Commercial Customer – Two- Month Rates With 3% Increase:

Meter Type or Size	Two-Month Base Rate	Volume Charge	
		Volume Used (cf)	\$ / cf
1 inch and under	\$45.25	No Minimum	\$0.0306
1.5 inch	\$90.49		
2 inch	\$144.79		
3 inch	\$271.46		
4 inch	\$452.46		
6 inch	\$904.89		
8 inch	\$1,447.83		
10 inch	\$5,203.15		
12 inch	\$9,727.62		

Following is the conservation incentive rate. These customers consume less than 1,000 cf of water in a two-month period and use a 1 inch or less meter size. This rate code was added in 2012 and these customers are charged \$0.0512 per cf of water consumed. This rate code has no base charge.

Conservation Customer – Two- Month Rate With 3% Increase:

Meter Type or Size	Volume Charge	
	Volume Used (cf)	\$ / cf
1 inch and under	No Minimum	\$0.0512

BUDGET/FINANCIAL IMPACTS:

Based on the number of current service connections, expected growth and the recommended rate increase, the Water Utility Fund is expected to generate rate related revenues in 2023 of approximately \$2.85 million and total revenue of \$3.1 million, while incurring operating, debt service and capital maintenance expenses of \$2.6 million. The City will transfer an estimated \$142,600 into the capital repair and replacement reserve based on estimated rate revenues received in 2023.

Refer to the following table for impacts:

Base Revenue from rates	Increased Revenue from rates & growth	Total Revenue from rates & growth	Non-Rate Revenues	Transfer-In for Debt Service	Total Revenue
\$2,709,688	\$142,312	\$2,852,000	\$282,000	\$198,540	\$3,134,000

RECOMMENDED ACTION OR MOTION:

Staff requests Council conduct the first reading of Ordinance No. 1381.

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS: 2023 Updated Chapter_13.35___WATER_RATES Redlined Version (DOCX)
Chapter_13.35___WATER_RATES Clean Version (DOCX)

ORDINANCE NO. 1381

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING RIDGEFIELD MUNICIPAL CODE CHAPTER 13.35 AND ORDINANCE NUMBER 1298 ADJUSTING THE BI-MONTHLY WATER RATES

WHEREAS, Ridgefield Municipal Code Chapter 13.35 provides for bi-monthly water rates which have been adjusted periodically; and,

WHEREAS, the City Council of the City of Ridgefield deems it is in the best interest of the City that water rates increase to offset current inflation rates, which equates to a three percent (3%) increase for the basic bi-monthly charge, and that all other rates should increase in their pro rata share; and,

WHEREAS, the City completed a study of the water system rates and structure; and,

WHEREAS, this ordinance is necessary to incorporate the increase in the rate and the new rate structure; and,

WHEREAS, this ordinance is needed for the immediate preservation of public health and safety, support of city government and to properly maintain the water system;

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

Section 1. Public Interest. The Ridgefield City Council finds it is in the public interest to amend Ordinance No. 1298, and Chapter 13.35 (Water Rates) of the Ridgefield Municipal Code.

Section 2. Amendment to Chapter 13.35 (Water Rates). Ridgefield Municipal Code Chapter 13.35 is hereby amended per the attached exhibit "A".

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 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 on January 1, 2023. Passed by the City Council of the City of Ridgefield, Washington this 17th day of November, 2022.

By:

Jennifer Lindsay,
Mayor

ATTEST:

Julie Ferriss,
City Clerk

APPROVED AS TO FORM:

Janean Parker,
City Attorney

First Reading:	November 3, 2022
Second Reading:	November 17, 2022
Date of Publication:	November 23, 2022
Effective Date:	January 1, 2023

- CODE
Title 13 - PUBLIC UTILITIES
Chapter 13.35 WATER RATES

Chapter 13.35 WATER RATES

13.35.010 Water rates for metered customers.

- A. Residential customers within the city limits shall be charged a base rate and a volumetric charge for water used in a two-month billing cycle as follows:

Meter Type or Size	Two-Month Base Rate	Volume Charge	
		Volume Used (cf)	\$/cf
Residential	\$43.93 <u>45.25</u>	0—1,000	\$0.0060 <u>0.0062</u>
		1,001—2,000	\$0.0233 <u>0.0240</u>
		2,001—4,000	\$0.0258 <u>0.0266</u>
		Over 4,000	\$0.0293 <u>0.0302</u>

- B. Commercial, industrial, government, mixed use customers, and irrigation meters shall be charged a base rate and a volumetric charge for water used in a two-month billing cycle as follows:

Meter Type or Size	Two-Month Base Rate	Volume Charge	
		Volume Used (cf)	\$/cf
1 inch and under	\$43.93 <u>45.25</u>	No Minimum	\$0.0297 <u>0.0306</u>
1.5 inch	\$87.85 <u>90.49</u>		
2 inch	\$140.57 <u>144.79</u>		
3 inch	\$263.55 <u>271.46</u>		
4 inch	\$439.28 <u>452.46</u>		
6 inch	\$878.53 <u>904.89</u>		
8 inch	\$1,405.66 <u>1,447.83</u>		
10 inch	\$5,051.60 <u>5,203.15</u>		
12 inch	\$9,444.29 <u>9,727.62</u>		

- C. Industrial customers using more than two hundred thousand cf per two-month billing cycle may request consideration by the city for a special contract under RMC 13.20.060. The rate shall be calculated on a case by case basis to be based on the actual cost of service. Negotiated rates, if approved, shall be approved via agreement between the industrial customer and the city.

(Ord. No. 1148, §§ 1—3, 1-23-2014; Ord. No. 1169, § 2(Exh. 1), 11-20-2014; Ord. No. 1248, § 2(Exh. A), 11-16-2017; Ord. No. 1278, § 2(Exh. A), 11-15-2018; Ord. No. 1298, 2(Exh. A), 11-21-2019)

13.35.020 Optional water rates for residential customers.

- A. The following monthly volumetric water charges shall be applicable to a two-month billing cycle for water customers that request the optional conservation rate.

Meter Type or Size	Volume Charge
--------------------	---------------

	Volume Used (cf)	\$/cf
1 inch and under	No Minimum	\$0. 0497 <u>0512</u>

- B. Customers under the optional water rate will not be charged a base rate.
- C. Customers must notify the utility clerk between December 1 and December 31 should they wish to exercise the ability to change between standard water rates for metered customers as provided for in RMC 13.35.010 and optional water rates for residential customers as provided for in RMC 13.35.020 for the following year.
- (Ord. No. 1148, §§ 1—3, 1-23-2014; Ord. No. 1169, § 2(Exh. 1), 11-20-2014; Ord. No. 1248, § 2(Exh. A), 11-16-2017; Ord. No. 1278, § 2(Exh. A), 11-15-2018; Ord. No. 1298, 2(Exh. A), 11-21-2019)

13.35.030 Water rates for customers beyond corporate limits.

All consumers of water service, for services provided beyond the corporate limits, shall pay the two-month billing cycle rate for their classification plus a surcharge of fifty percent inclusive of base rate and volume charge.

(Ord. No. 1148, §§ 1—3, 1-23-2014; Ord. No. 1169, § 2(Exh. 1), 11-20-2014)

13.35.040 Multiple residential users on a single meter.

- A. Multiple dwelling units, including accessory dwelling units on a single water meter shall be charged the standard residential water rate for each dwelling unit plus the volume charge as outlined in RMC 13.35.010. The allowable volume used in each tier for multiple residential users on a single meter shall be those tiers shown in RMC 13.35.010 multiplied by the number of units.
- B. For billing purposes multiple users on a single meter must be handled through one account only.
- (Ord. No. 1148, §§ 1—3, 1-23-2014; Ord. No. 1169, § 2(Exh. 1), 11-20-2014)

13.35.050 Low-income citizen water rate discount.

- A. A discount of twenty-five percent of water charges shall be applied to those customers who are approved as low-income customers as defined in this title. To be approved as a low-income customer, the customer must meet the following requirements:
1. Have a household adjusted gross income of less than two hundred percent of the federal poverty guidelines.
 2. If a customer was approved as a low-income senior citizen by the city prior to January 31, 2014, the customer shall continue to be eligible for the credit for so long as the household adjusted gross income continues to meet the requirements of RCW 84.36.381(5).
- B. Any person desiring to be approved as a low-income customer shall submit an application on a form approved by the city and present the following documentation to staff:
1. A valid driver's license or other documentation verifying residence.
 2. The applicant's most recently filed federal income tax form if taxes forms are filed
- OR

A letter of non-filing from the Internal Revenue Service AND the applicant's current social security statement or alternative income statement.

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(Supp. No. 94)

-
- C. The city shall approve all customers who meet these criteria as low-income customers. The city's approval shall be effective for one year from the date of approval. Any customer desiring to continue status as a low-income customer must reapply. Failure to reapply will cause the status to lapse.
 - D. The discount shall only be allowed from and after the date that the customer is approved for this rate. The city shall not be liable for the failure of any qualified person to make application for this discount and there shall be no entitlement to such discount in the absence of an application, therefore.

(Ord. No. 1374, § 2(Exh. A), 9-8-2022)

Editor's note(s)—Ord. No. 1374, § 2(Exh. A), adopted Sep. 8, 2022, amended § 13.35.050 in its entirety to read as herein set out. Former § 13.35.050 pertained to low income citizen water rate credit and derived from Ord. No. 1148, §§ 1—3, adopted Jan. 23, 2014; and Ord. No. 1169, § 2(Exh. 1), adopted Nov. 20, 2014.

- CODE
Title 13 - PUBLIC UTILITIES
Chapter 13.35 WATER RATES

Chapter 13.35 WATER RATES

13.35.010 Water rates for metered customers.

- A. Residential customers within the city limits shall be charged a base rate and a volumetric charge for water used in a two-month billing cycle as follows:

Meter Type or Size	Two-Month Base Rate	Volume Charge	
		Volume Used (cf)	\$/cf
Residential	\$45.25	0—1,000	\$0.0062
		1,001—2,000	\$0.0240
		2,001—4,000	\$0.0266
		Over 4,000	\$0.0302

- B. Commercial, industrial, government, mixed use customers, and irrigation meters shall be charged a base rate and a volumetric charge for water used in a two-month billing cycle as follows:

Meter Type or Size	Two-Month Base Rate	Volume Charge	
		Volume Used (cf)	\$/cf
1 inch and under	\$45.25	No Minimum	\$0.0306
1.5 inch	\$90.49		
2 inch	\$144.79		
3 inch	\$271.46		
4 inch	\$452.46		
6 inch	\$904.89		
8 inch	\$1,447.83		
10 inch	\$5,203.15		
12 inch	\$9,727.62		

- C. Industrial customers using more than two hundred thousand cf per two-month billing cycle may request consideration by the city for a special contract under RMC 13.20.060. The rate shall be calculated on a case by case basis to be based on the actual cost of service. Negotiated rates, if approved, shall be approved via agreement between the industrial customer and the city.

(Ord. No. 1148, §§ 1—3, 1-23-2014; Ord. No. 1169, § 2(Exh. 1), 11-20-2014; Ord. No. 1248, § 2(Exh. A), 11-16-2017; Ord. No. 1278, § 2(Exh. A), 11-15-2018; Ord. No. 1298, 2(Exh. A), 11-21-2019)

13.35.020 Optional water rates for residential customers.

- A. The following monthly volumetric water charges shall be applicable to a two-month billing cycle for water customers that request the optional conservation rate.

Meter Type or Size	Volume Charge
--------------------	---------------

	Volume Used (cf)	\$/cf
1 inch and under	No Minimum	\$0.0512

- B. Customers under the optional water rate will not be charged a base rate.
- C. Customers must notify the utility clerk between December 1 and December 31 should they wish to exercise the ability to change between standard water rates for metered customers as provided for in RMC 13.35.010 and optional water rates for residential customers as provided for in RMC 13.35.020 for the following year.
- (Ord. No. 1148, §§ 1—3, 1-23-2014; Ord. No. 1169, § 2(Exh. 1), 11-20-2014; Ord. No. 1248, § 2(Exh. A), 11-16-2017; Ord. No. 1278, § 2(Exh. A), 11-15-2018; Ord. No. 1298, 2(Exh. A), 11-21-2019)

13.35.030 Water rates for customers beyond corporate limits.

All consumers of water service, for services provided beyond the corporate limits, shall pay the two-month billing cycle rate for their classification plus a surcharge of fifty percent inclusive of base rate and volume charge.

(Ord. No. 1148, §§ 1—3, 1-23-2014; Ord. No. 1169, § 2(Exh. 1), 11-20-2014)

13.35.040 Multiple residential users on a single meter.

- A. Multiple dwelling units, including accessory dwelling units on a single water meter shall be charged the standard residential water rate for each dwelling unit plus the volume charge as outlined in RMC 13.35.010. The allowable volume used in each tier for multiple residential users on a single meter shall be those tiers shown in RMC 13.35.010 multiplied by the number of units.
- B. For billing purposes multiple users on a single meter must be handled through one account only.
- (Ord. No. 1148, §§ 1—3, 1-23-2014; Ord. No. 1169, § 2(Exh. 1), 11-20-2014)

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 2. If a customer was approved as a low-income senior citizen by the city prior to January 31, 2014, the customer shall continue to be eligible for the credit for so long as the household adjusted gross income continues to meet the requirements of RCW 84.36.381(5).
- B. Any person desiring to be approved as a low-income customer shall submit an application on a form approved by the city and present the following documentation to staff:
1. A valid driver's license or other documentation verifying residence.
 2. The applicant's most recently filed federal income tax form if taxes forms are filed
- OR

A letter of non-filing from the Internal Revenue Service AND the applicant's current social security statement or alternative income statement.

-
- C. The city shall approve all customers who meet these criteria as low-income customers. The city's approval shall be effective for one year from the date of approval. Any customer desiring to continue status as a low-income customer must reapply. Failure to reapply will cause the status to lapse.
 - D. The discount shall only be allowed from and after the date that the customer is approved for this rate. The city shall not be liable for the failure of any qualified person to make application for this discount and there shall be no entitlement to such discount in the absence of an application, therefore.

(Ord. No. 1374, § 2(Exh. A), 9-8-2022)

Editor's note(s)—Ord. No. 1374, § 2(Exh. A), adopted Sep. 8, 2022, amended § 13.35.050 in its entirety to read as herein set out. Former § 13.35.050 pertained to low income citizen water rate credit and derived from Ord. No. 1148, §§ 1—3, adopted Jan. 23, 2014; and Ord. No. 1169, § 2(Exh. 1), adopted Nov. 20, 2014.

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: November 03, 2022

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Amending Ridgefield Municipal Code Chapter 13.75 and Ordinance Number 1354 Increasing the Bi-Monthly Stormwater Rate

GOVERNING LEGISLATION:

RCW 35.67.020 and RCW 35.92.020 and Ridgefield Municipal Code Chapter 13.75.

PREVIOUS COUNCIL ACTION TAKEN:

Ordinance No. 883, forming a Storm Water Utility, was adopted by City Council at the August 25, 2005 regular council meeting and Ordinance No. 884 was adopted by City Council establishing the initial rate structure of the utility. Multiple Ordinances have been adopted to set the bi-monthly rate, with the most recent adoption Ordinance No. 1354 by the City Council on November 18, 2021, to update the bi-monthly rate to \$20.30 per equivalent dwelling unit.

SUMMARY/BACKGROUND:

The public storm water collection and treatment systems located within the City of Ridgefield must be maintained and repaired by the City Public Works Department. The Storm Water Utility was created in 2005 with the plan that the fees charged would be used to perform the required long-term management, maintenance and repair to the storm water systems providing good stewardship of the environment, while correspondingly reducing the financial burden on the City's General Fund. Ordinance No. 1382 provides an amendment in the rate structure and a step toward generating the necessary revenue to assist in funding the Storm Water Utility.

The City will be required to provide additional storm water treatment measures due to the population growth and NPDES permit requirements in 2024. As a result staff have been proactively increasing maintenance to the storm water treatment system to be able to meet the new requirements of the future permit. Expenses have significantly increased over the past few years and the city use a rate model to forecast revenue requirements to meet the operating and capital expense needs of the utility. The current model calls for a minimum inflationary increase of 3% annually. Inflation has exceeded that amount this past year and is expected to continue at an elevated rate through 2023. Staff will update the rate model with an outside consultant who specializes in rate studies. The work is expected to begin in the first quarter of 2023 and the outcomes presented to council in the second quarter of 2023. The 2023 proposed budget includes a \$200,000 transfer from the General Fund to supplement the storm water operations in 2023.

Staff continue to identify potential grant opportunities and/or low-cost loans to help fund the capital projects. In addition to these funding sources staff are recommending the

storm water rate be increased \$0.70 per bi-monthly billing or 3% to meet the upcoming obligations.

The 2023 expense operating budget is expected to increase 27.8% over the 2022 operating budget. The 2022 operating budget also increased 51% over the previous 2021 operating budget. The main reason for the increase in 2023 is personnel costs for an additional storm water maintenance worker and the increase in seasonal employees from 2 to 3 and additional supplies required for maintenance operations. Additionally, there are capital costs related to the purchase of equipment for the new employee and professional service costs for the rate study and staffing study scheduled for 2023.

Rate revenue is expected to increase 18.1% due to growth in accounts and the recommended rate increase.

Ordinance No. 1382 proposes a 3% rate increase or \$0.70 per bi-monthly billing, per Equivalent Dwelling Unit (EDU). The 2023 rate would be increased to \$21.00 per EDU.

BUDGET/FINANCIAL IMPACTS:

Refer to the following table for impacts:

Bi-Monthly Rate	Base Revenue	Increased Revenue	Total Revenue	Increase from 2022
\$21.00	1,207,915	122,085	1,330,000	3%

RECOMMENDED ACTION OR MOTION:

Staff requests Council conduct the first reading of Ordinance No. 1382.

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS: 2023 Updated 13.75.060___Stormwater_service_charge_rates Clean Version (DOCX)
2023 Updated 13.75.060___Stormwater_service_charge_rates Redline (DOCX)

ORDINANCE NO. 1382**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING RIDGEFIELD MUNICIPAL CODE CHAPTER 13.75 AND ORDINANCE NUMBER 1354 INCREASING THE BI-MONTHLY STORMWATER RATE**

WHEREAS, the City of Ridgefield, Washington (the "City"), created a Stormwater Utility to implement and administer its Stormwater Management Program; and,

WHEREAS, the City is authorized pursuant to the general police powers, RCW 35.67.020 and RCW 35.92.020, to fix, alter, regulate and control the rates and charges for use of said Utility and the Stormwater Management Program of the City; and,

WHEREAS, the Ridgefield City Council finds that it is now necessary to amend the rates and charges by increasing the rate to \$21.00 per bi-monthly billing period per equivalent dwelling unit to cover the cost and expense of operating said Utility; and,

WHEREAS, the Ridgefield City Council finds that all developed real property within the boundaries of the Utility benefits from the Stormwater Utility of the City and should participate financially in the payment of all expenses for maintenance, operation and improvement of said storm drainage system and for administration of the Utility;

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 is in the public interest to amend Ordinance No. 1354, and Chapter 13.75 (Stormwater Utility) to the Ridgefield Municipal Code.

Section 2. Amendment to Chapter 13.75 (Stormwater Utility). Chapter 13.75 is hereby amended per the attached exhibit A.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 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 on January 1, 2023.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON ON THE 17TH DAY OF NOVEMBER, 2022.

By: _____
Jennifer Lindsay,
Mayor

ATTEST:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading:	November 3, 2022
Second Reading:	November 17, 2022
Date of Publication:	November 23, 2022
Effective Date:	January 1, 2023

13.75.060 Stormwater service charge rates.

- A. In accordance with the rate structure set forth in RMC 13.75.050, there is hereby levied upon all developed real property within the stormwater service area the following stormwater service charges which shall be collected from the property owners of such properties: For all developed real property within the stormwater service area, unless exempt as set forth above, the stormwater service charge shall be twenty-one dollars and zero cents per two months per EDU multiplied by the number of EDUs determined by the utility to be contained in such parcel.
- B. All property subject to charges of the stormwater management program shall be billed based on the property characteristics existing one month prior to billing.
- C. All stormwater service charges and all other stormwater fees or charges hereafter established by the city shall be deemed to be levied upon real property.

(Ord. No. 1148, §§ 1—3, 1-23-2014; Ord. No. 1170, § 2(Exh. A), 11-20-2014; Ord. No. 1196, § 2(Exh. A), 11-19-2015; Ord. No. 1223, § 2(Exh. A), 11-17-2016; Ord. No. 1249, § 2(Exh. A), 11-16-2017; Ord. No. 1279, § 2(Exh. A), 11-15-2018; Ord. No. 1299, § 2(Exh. A), 11-21-2019; Ord. No. 1330, § 2(Exh. A), 11-19-2020; Ord. No. 1354, § 2(Exh. A), 11-18-2021)

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CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: November 03, 2022

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Consent Decree with Department of Ecology

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

The City of Ridgefield has demonstrated an interest in assisting with the remediation of properties in the City that have been contaminated through the release of toxic chemicals. In 2014, the City and Ridgefield School District partnered with the Department of Ecology for an Integrated Planning Grant (IPG) to identify those areas of the City which would benefit from remediation and redevelopment. In 2016, the IPG study conducted by Maul Foster Alongi identified three downtown Ridgefield properties (Bus Barn, Wertz/Weeks, and Park Laundry) which showed likelihood of contamination and remediation potential. Specific for the Consent Decree before City Council on 11/3/22, the Park Laundry site (The Site) showed an underground area impacted by chemicals released through dry cleaning operations. The Site is approximately twenty-two acres in size due to groundwater impacts within the City.

Because private parties are highly unlikely/unable to independently pay for the costs to clean up The Site, which hinders future development of the entire downtown, the City and the Washington State Department of Ecology (Ecology) have been in the process of negotiating a Consent Decree (CD) that would require the City to conduct the remedial action described in the Cleanup Action Plan (CAP) attached to the CD. In exchange, the City would receive what is called “contribution protection” against claims that could otherwise be brought by Ecology or third parties for costs associated with the release of hazardous substances addressed by the remediation. Moreover, a CD is a statutory prerequisite for the City to receive Remedial Action Grant (RAG) funding for the remediation work.

In short, by entering into the CD, the City will be qualified to receive 90% grant funding for the remediation work. Ecology has already set aside \$915,000 for this project, and the City has also applied for additional grant funding for the 2023 – 2025 budget cycle.

The process for a CD is that once the City Council approves it in principle, Ecology will publish

it and the CAP for public comment. Ecology will then respond to comments and finalize the CD and CAP. Once the parties have a finalized CD, it is signed by the parties, and filed with Clark County Superior Court as it will need to be signed by a judge or court commissioner to be valid. In other words, it is a stipulated order between the City and Ecology that is signed by the Court.

This particular CD varies from Ecology's standard language in that it is not effective until the City takes ownership of the Park Laundry Property. If the City does not acquire the Park Laundry Property within six months of entry of the CD, then either the CD will be null and void or the parties could negotiate additional time. If the City never acquires the Park Laundry Property, it will not be bound by the terms of the CD. Ownership of the Park Laundry Property is an important condition precedent for the City so that it will own "clean" property after investing 10% of the remediation costs as its grant match.

The City is working with the Personal Representative of the Estate of the owner of the Park Laundry Property to accomplish a transfer of the Property to the City via quit claim deed. If those negotiations are unsuccessful, the City could utilize condemnation to obtain title to the Park Laundry Property.

Once the CD is effective, the City will be obligated to conduct the work described in the CAP. The CAP here describes a remedy that consists of limited excavation of impacted soil, in place groundwater treatment through injections, institutional controls in the form of a restrictive covenant limiting the use of groundwater, and ongoing groundwater monitoring to ensure the effectiveness of the remedy.

BUDGET/FINANCIAL IMPACTS:

None at this time. If the CD is adopted and taxes effect, the City would be responsible for between 10% and 40% of the cleanup costs. The total estimates for cleanup are between \$1.5 million and \$2 million, which would create a potential financial liability for the City of between \$150,000 and \$800,000. Costs to the City could be mitigated by additional grant revenue and/or resale of subject properties after remediation is complete.

ACTION OR MOTION:

Staff recommends taking action on this item at the 11/3 Council Meeting.

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS: 2022_Park_Laundry_Consent_Decree_Draft (PDF)
ParkLaundry_CD_ExhibitA (PDF)
ParkLaundry_CD_ExhibitB (PDF)

ParkLaundry_CD_ExhibitC (PDF)
ParkLaundry_CD_ExhibitD (PDF)
Ridgefield report (PDF)

STATE OF WASHINGTON
CLARK COUNTY SUPERIOR COURT

STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY,	NO. _____
Plaintiff,	CONSENT DECREE
v.	
CITY OF RIDGEFIELD,	
Defendant.	

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Attachment: 2022_Park_Laundry_Consent_Decree_Draft (MOU with Dept of Ecology to Consent Decree)

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EXHIBIT A	Site Location Diagram
EXHIBIT B	Approximate Site Boundary, Property, and Source Area
EXHIBIT C	Cleanup Action Plan
EXHIBIT D	Scope of Work and Schedule

I. INTRODUCTION

1. The mutual objective of the State of Washington, Department of Ecology (Ecology) and The City of Ridgefield (Defendant) under this Decree is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Decree requires Defendant to implement the Cleanup Action Plan (Exhibit C) and Scope of Work (Exhibit D).

2. Ecology has determined that these actions are necessary to protect human health and the environment.

3. The Complaint in this action is being filed simultaneously with this Decree. An Answer has not been filed, and there has not been a trial on any issue of fact or law in this case. However, the Parties wish to resolve the issues raised by Ecology's Complaint. In addition, the Parties agree that settlement of these matters without litigation is reasonable and in the public interest, and that entry of this Decree is the most appropriate means of resolving these matters.

4. By signing this Decree, the Parties agree to its entry and agree to be bound by its terms.

5. By entering into this Decree, the Parties do not intend to discharge non-settling parties from any liability they may have with respect to matters alleged in the Complaint. The Parties retain the right to seek reimbursement, in whole or in part, from any liable persons for sums expended under this Decree.

6. This Decree shall not be construed as proof of liability or responsibility for any releases of hazardous substances or cost for remedial action nor an admission of any facts;

provided, however, that Defendant shall not challenge the authority of the Attorney General and Ecology to enforce this Decree.

7. The Court is fully advised of the reasons for entry of this Decree, and good cause having been shown:

Now, therefore, it is HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter and over the Parties pursuant to the Model Toxics Control Act (MTCA), RCW 70A.305.

2. Authority is conferred upon the Washington State Attorney General by RCW 70A.305.040(4)(a) to agree to a settlement with any potentially liable person (PLP) if, after public notice and any required hearing, Ecology finds the proposed settlement would lead to a more expeditious cleanup of hazardous substances. RCW 70A.305.040(4)(b) requires that such a settlement be entered as a consent decree issued by a court of competent jurisdiction.

3. Ecology has determined that a release or threatened release of hazardous substances has occurred at the Site that is the subject of this Decree.

4. The actions to be taken pursuant to this Decree are necessary to protect public health and the environment.

5. This Decree has been subject to public notice and comment.

6. Ecology finds that this Decree will lead to a more expeditious cleanup of hazardous substances at the Site in compliance with the cleanup standards established under RCW 70A.305.030(2)(e) and WAC 173-340.

7. Defendant has agreed to undertake the actions specified in this Decree and consents to the entry of this Decree under MTCA.

III. PARTIES BOUND

This Decree shall apply to and be binding upon the Parties to this Decree, their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Decree and to execute and legally bind such party to comply with this Decree. The City of Ridgefield voluntarily accepts status as a PLP for the Site. The City of Ridgefield waives any right to notice and the thirty (30) day comment period in WAC 173-340-500. Defendant agrees to undertake all actions required by the terms and conditions of this Decree. No change in ownership or corporate status shall alter Defendant's responsibility under this Decree. Defendant shall provide a copy of this Decree to all agents, contractors, and subcontractors retained to perform work required by this Decree, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Decree.

IV. DEFINITIONS

Unless otherwise specified herein, all definitions in RCW 70A.305.020 and WAC 173-340 shall control the meanings of the terms in this Decree.

A. Site: The Site is referred to as Park Laundry, Facility Site ID No. 8100630, Cleanup Site ID No. 4099. The Site constitutes a facility under RCW 70A.305.020(8). The Site is defined by where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, or placed, or otherwise come to be located.

B. Property: The Property is the parcel that hosted the Former Park Laundry dry-cleaning business, Clark County parcel identification number 71040000.

C. Source Area: Includes the Property and two vacant parcels to the north of the Property where elevated levels of contamination have been found in soil and groundwater.

D. Consent Decree or Decree: Refers to this Consent Decree and each of the exhibits to this Decree. All exhibits are integral and enforceable parts of this Consent Decree.

E. Defendant: Refers to the City of Ridgefield.

F. Parties: Refers to the State of Washington, Department of Ecology and Defendant.

V. FINDINGS OF FACT

Ecology makes the following findings of fact without any express or implied admissions of such facts by Defendant.

1. Based upon factors currently known to Ecology, the Site generally begins at 122 N. Main Avenue Ridgefield, Washington (45.816044, -122.745924), and extends to the north and northwest towards Lake River, as shown in the Site Location Diagram (Exhibit A). The contaminated groundwater plume covers an estimated 22 acres. Soil is contaminated with Tetrachloroethene (PCE) on the Property, a parcel of property to the south (Property ID 67990000), and two parcels to the north (Property IDs 71030000 and 71042000) (see Exhibit B).

2. Defendant City of Ridgefield owns the parcel south-adjacent to the Property, known in Clark County records by property identifier number 67990000. The City has owned that property since January 5, 1998.

3. Defendant City of Ridgefield intends to purchase the Property for remediation purposes. Between approximately 1965 and 1977, the Property was used by Park Laundry for laundry services. Contamination at the Site is related to dry cleaning operations that historically occurred at the Property. Volatile organic compounds (VOCs) were released to soil and groundwater. In Source Area soils, PCE was detected above the MTCA Method A soil cleanup level. In Source Area groundwater, PCE and Trichloroethene (TCE) have been detected above MTCA Method A groundwater cleanup levels. Soil gases also contain PCE, TCE and vinyl chloride above MTCA Method B screening levels. Therefore, contamination at the Site poses a risk to human health and the environment.

4. There have been several investigations into the Site, including a 2001 groundwater investigation on the 204-206 North Main Avenue property, a July 2006 groundwater investigation on the parcel directly north of the Property, an October 2006 Clark County Public Health soil and groundwater investigation directly north of the Property, and a 2008 U.S. EPA investigation of soil and groundwater on and around the Property. All of these investigations found VOC concentrations in soil and groundwater above Method A cleanup levels.

5. A September 2013 report documented the existence of VOCs in soil vapor above MTCA screening levels at the Site. The report assessed the potential for vapor intrusion to indoor air, indicating that there is no current vapor intrusion pathway for buildings on the Site, but acknowledged potential risk for future buildings constructed in the Source Area.

6. In July 2019, under an agreed order with Ecology (No. DE 6829), the owner of the Property, a partnership called URIC, produced a Remedial Investigation and Feasibility Study (RI/FS) Report. The RI/FS documented the nature and extent of the soil and groundwater VOC contamination at the Site. The RI/FS report also documented the existence of VOCs in soil vapor above screening levels. Further, URIC submitted a preliminary draft Cleanup Action Plan.

7. The hazardous substances that have been released at the Site pose a continuing threat to the environment.

8. Ecology has assigned the Site an overall hazard assessment ranking of three out of five (one represents the highest level of risk and five the lowest) pursuant to MTCA.

9. As documented in the Cleanup Action Plan (CAP) (Exhibit C), Ecology has chosen a final cleanup action to be implemented at the Site.

10. The Department finds that a settlement with the City will lead to a more expeditious cleanup of hazardous substances because discussions with the current owner of the Property have stalled, and the current owner has represented through counsel that its resources are insufficient to complete the work. By contrast, the City has applied for funding from the State, and is prepared to provide the appropriate match to cover the cost of cleanup. Further, the City intends to condemn the Property for cleanup purposes. Through ownership, the City will have control over the Property, including access for the work, and the ability to install and protect remedial devices. While the acquisition or condemnation of the Property is not a requirement of this settlement, Ecology finds that the City's acquisition is one method of facilitating access to, and securing continued control over, the Property for cleanup purposes. Based on these unique circumstances, Ecology agrees to an effective date of this Decree as specified in Section XXVII.

VI. WORK TO BE PERFORMED

1. This Decree contains a program designed to protect human health and the environment from the known release, or threatened release, of hazardous substances or contaminants at, on, or from the Site. All remedial action(s) conducted by Defendant at the Site shall be done in accordance with WAC 173-340.

2. The Defendant shall implement the CAP (Exhibit C) in accordance with the Scope of Work and Schedule attached to this Decree (Exhibit D). Among other remedial actions, the CAP requires Defendant to: dewater and capture water from the area planned for soil excavation, excavate VOC impacted soil on the Property and parcels to the north and south, treat source area groundwater in-situ through focused injections of bioremediation enhancement substrate, treat or dispose of captured water and excavated soil, monitor groundwater, and implement institutional controls. Defendant must produce cleanup action documentation meeting the requirements of WAC 173-340-400.

3. The following naming conventions shall be used for documents: Agency Review Draft (designation for the first time Ecology receives a document); Public Review Draft (designates a document ready for public comment); Final (designation for a document after public comment and Ecology approval).

4. All plans or other deliverables submitted by Defendant for Ecology's review and approval under the CAP (Exhibit C) or Scope of Work and Schedule (Exhibit D) shall, upon Ecology's approval, become integral and enforceable parts of this Decree.

5. If Defendant learns of a significant change in conditions at the Site, including but not limited to a statistically significant increase in contaminant and/or chemical concentrations

in soil, groundwater, surface water, soil vapor, indoor air, and/or sediments, Defendant, within seven (7) days of learning of the change in condition, shall notify Ecology in writing of said change and provide Ecology with any reports or records (including laboratory analyses, sampling results) relating to the change in conditions.

6. Pursuant to WAC 173-340-440(11), Defendant(s) shall maintain sufficient and adequate financial assurance mechanisms to cover all costs associated with the operation and maintenance of the remedial action at the Site, including institutional controls, compliance monitoring, and corrective measures.

A. Within sixty (60) days of the effective date of this Decree, Defendant(s) shall submit to Ecology for review and approval an estimate of the costs associated with the operation and maintenance of the remedial action at the Site that it will incur in carrying out the terms of this Decree. Within sixty (60) days after Ecology approves the aforementioned cost estimate, Defendant(s) shall provide proof of financial assurances sufficient to cover those costs in a form acceptable to Ecology.

B. Defendant(s) shall adjust the financial assurance coverage and provide Ecology's project coordinator with documentation of the updated financial assurance for:

i. Inflation, annually, within thirty (30) days of the anniversary date of the entry of this Decree; or if applicable, the modified anniversary date established in accordance with this section, or if applicable, ninety (90) days after the close of Defendant's fiscal year if the financial test or corporate guarantee is used.

ii. Changes in cost estimates, within thirty (30) days of issuance of Ecology's approval of a modification or revision to the CAP that result in increases to the cost or expected duration of remedial actions. Any adjustments for inflation since the most recent preceding anniversary date shall be made concurrent with adjustments for changes in cost estimates. The issuance of Ecology's approval of a revised or modified CAP will revise the anniversary date established under this section to become the date of issuance of such revised or modified CAP.

7. As detailed in the CAP, institutional controls are required at the Site. Environmental (Restrictive) Covenants and public notice(s) will be used to implement the institutional controls.

A. In consultation with Defendant, Ecology will prepare the Environmental (Restrictive) Covenants consistent with WAC 173-340-440, RCW 64.70, and any policies or procedures specified by Ecology. The Environmental (Restrictive) Covenants shall restrict future activities and uses of the Site as agreed to by Ecology and Defendant.

B. After approval by Ecology, Defendant shall record the Environmental (Restrictive) Covenant for affected properties it owns with the office of the Clark County Auditor as detailed in the Schedule (Exhibit D). Defendant shall provide Ecology with the original recorded Environmental (Restrictive) Covenants within thirty (30) days of the recording date.

C. As detailed in the CAP, as part of the remedial action for the Site, institutional controls are required on properties not owned by Defendant. Defendant will ensure that the owner of each affected property records an Ecology-approved

Environmental (Restrictive) Covenant as detailed in the Schedule (Exhibit D). Upon a showing that Defendant has made a good faith effort to secure an Environmental (Restrictive) Covenant for an affected property and failed to do so, Ecology may provide assistance to Defendant. Unless Ecology determines otherwise, affected properties include Property ID 67990000, 71030000, 71042000, and 71040000. Defendant shall provide Ecology with the original recorded Environmental (Restrictive) Covenant within thirty (30) days of the recording date.

8. Unless otherwise directed by Ecology, Defendant shall submit to Ecology written monthly Progress Reports that describe the actions taken during the previous month to implement the requirements of this Decree. All Progress Reports shall be submitted by the seventeenth (17th) day of the month in which they are due after the effective date of this Decree. Unless otherwise specified in writing by Ecology, Progress Reports and any other documents submitted pursuant to this Decree shall be sent by regular United States Postal Service mail to Ecology's project coordinator. The Progress Reports shall include the following:

- A. A list of on-site activities that have taken place during the month.
- B. Description of any sample results which deviate from the norm.
- C. Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests.
- D. Description of all deviations from the Scope of Work and Schedule (Exhibit D) during the current month and any planned deviations in the upcoming month.
- E. For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule.

F. All raw data (including laboratory analyses) received during the previous quarter (if not previously submitted to Ecology), together with a detailed description of the underlying samples collected.

G. A list of planned activities for the upcoming month.

9. Except in the case of an emergency, Defendant agrees not to perform any remedial actions at the Site outside the scope of this Decree without prior written approval of Ecology. In the case of an emergency, Defendant must notify Ecology of the event and remedial action(s) as soon as practical, but no later than twenty-four (24) hours after discovery of the emergency.

VII. DESIGNATED PROJECT COORDINATORS

1. The project coordinator for Ecology is:

Rebecca S. Lawson, P.E., LHG
Department of Ecology
300 Desmond Dr SE
Lacey, WA 98503
(360) 407-6241
rebecca.lawson@ecy.wa.gov

2. The project coordinator for Defendant is:

Steve Stuart
City of Ridgefield
230 Pioneer Street
Ridgefield, WA 98642
(360) 887-3557
steve.stuart@ci.ridgefield.wa.us

3. Each project coordinator shall be responsible for overseeing the implementation of this Decree. Ecology's project coordinator will be Ecology's designated representative for the

Site. To the maximum extent possible, communications between Ecology and Defendant and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Decree shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Decree.

4. Any party may change its respective project coordinator. Written notification shall be given to the other party at least ten (10) calendar days prior to the change.

VIII. PERFORMANCE

1. Except as otherwise provided for by RCW 18.43 and 18.220, all geologic and hydrogeologic work performed pursuant to this Decree shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington.

2. Except as otherwise provided for by RCW 18.43.130, all engineering work performed pursuant to this Decree shall be under the direct supervision of a professional engineer registered by the State of Washington.

3. Except as otherwise provided for by RCW 18.43.130, all construction work performed pursuant to this Decree shall be under the direct supervision of a professional engineer registered by the State of Washington or a qualified technician under the direct supervision of a professional engineer registered by the State of Washington.

4. As required by RCW 18.43 and 18.220, any documents submitted containing geologic, hydrogeologic, or engineering work shall be under the seal of an appropriately licensed professional.

5. Defendant shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s) and subcontractor(s), and others to be used in carrying out the terms of this Decree, in advance of their involvement at the Site.

IX. ACCESS

1. Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that Defendant either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Decree; reviewing Defendant's progress in carrying out the terms of this Decree; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Decree; and verifying the data submitted to Ecology by Defendant.

2. Nothing in this Decree is intended by the Defendant to waive any right it may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If Defendant withholds any requested records based on an assertion of privilege, it shall provide Ecology with a privilege log specifying the records withheld and the applicable privilege. No Site-related data collected pursuant to this Decree shall be considered privileged.

3. Defendant shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by Defendant where remedial activities or investigations will be performed pursuant to this Decree.

4. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by Defendant unless an emergency prevents such notice. All Parties who access the Site pursuant to this section shall comply with any applicable health and safety plan(s). Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

X. SAMPLING, DATA SUBMITTAL, AND AVAILABILITY

1. With respect to the implementation of this Decree, Defendant shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology by submitting data as detailed in this section. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VI(8) (Progress Reports), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

2. If requested by Ecology, Defendant shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Defendant pursuant to the implementation of this Decree. Defendant shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow Defendant and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Decree, provided that doing so does not

interfere with Ecology's sampling. Without limitation on Ecology's rights under Section IX (Access), Ecology shall notify Defendant prior to any sample collection activity unless an emergency prevents such notice.

3. In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

XI. RETENTION OF RECORDS

1. During the pendency of this Decree, and for ten (10) years from the date this Decree is no longer in effect as provided in Section XXV (Duration of Decree), Defendant shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Decree and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, Defendant shall make all records available to Ecology and allow access for review within a reasonable time.

2. Nothing in this Decree is intended by Defendant to waive any right it may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If Defendant withholds any requested records based on an assertion of privilege, Defendant shall provide Ecology with a privilege log specifying the records withheld and the applicable privilege. No Site-related data collected pursuant to this Decree shall be considered privileged.

XII. TRANSFER OF INTEREST IN PROPERTY

1. No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Defendant without provision for

continued operation and maintenance of any containment system, treatment system, and/or monitoring system installed or implemented pursuant to this Decree.

2. Prior to Defendant's transfer of any interest in all or any portion of the Site, and during the effective period of this Decree, Defendant shall provide a copy of this Decree to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, Defendant shall notify Ecology of said transfer. Upon its transfer of any interest, Defendant shall notify all transferees of the restrictions on the activities and uses of the property under this Decree and incorporate any such use restrictions into the transfer documents.

XIII. RESOLUTION OF DISPUTES

1. In the event that Defendant elects to invoke dispute resolution, Defendant must utilize the procedure set forth below.

A. Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), Defendant has fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute (Informal Dispute Notice).

B. The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those 14 calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision (Informal Dispute Decision) stating: the nature of the dispute; the Defendant's position with regard to the dispute;

Ecology's position with regard to the dispute; and the extent of resolution reached by informal discussion.

C. Defendant may then request regional management review of the dispute. This request (Formal Dispute Notice) must be submitted in writing to the Southwest Region Toxics Cleanup Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting forth: the nature of the dispute; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

D. The Section Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Decision on Dispute) within thirty (30) calendar days of receipt of the Formal Dispute Notice.

E. If Defendant finds Ecology's Regional Section Manager's decision unacceptable, Defendant may then request final management review of the decision. This request (Final Review Request) shall be submitted in writing to the Toxics Cleanup Program Manager within seven (7) calendar days of Defendant's receipt of the Decision on Dispute. The Final Review Request shall include a written statement of dispute setting forth: the nature of the dispute; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

F. Ecology's Toxics Cleanup Program Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Final Decision on Dispute)

within thirty (30) calendar days of receipt of the Final Review Request. The Toxics Cleanup Program Manager's decision shall be Ecology's final decision on the disputed matter.

2. If Ecology's Final Decision on Dispute is unacceptable to Defendant, Defendant has the right to submit the dispute to the Court for resolution. The Parties agree that one judge should retain jurisdiction over this case and shall, as necessary, resolve any dispute arising under this Decree. Under RCW 70A.305.070, Ecology's investigative and remedial decisions shall be upheld unless they are arbitrary and capricious.

3. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used. Where either party utilizes the dispute resolution process in bad faith or for purposes of delay, the other party may seek sanctions.

4. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Decree, unless Ecology agrees in writing to a schedule extension or the Court so orders.

5. In case of a dispute, failure to either proceed with the work required by this Decree or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section XXII (Implementation of Remedial Action).

XIV. AMENDMENT OF DECREE

1. The Parties may agree to minor changes to the work to be performed without formally amending this Decree. Minor changes will be documented in writing by the parties.

2. Substantial changes to the work to be performed shall require formal amendment of this Decree. This Decree may only be formally amended by a written stipulation among the Parties that is entered by the Court, or by order of the Court. Ecology will provide its written consent to a formal amendment only after public notice and opportunity to comment on the formal amendment. Such amendment shall become effective upon entry by the Court. Agreement to amend the Decree shall not be unreasonably withheld by any party.

3. When requesting a change to the Decree, Defendant shall submit a written request to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request is received. If Ecology determines that the change is substantial, then the Decree must be formally amended. Reasons for the disapproval of a proposed change to this Decree shall be stated in writing. If Ecology does not agree to the requested change, the disagreement may be addressed through the dispute resolution procedures described in Section XIII (Resolution of Disputes).

XV. EXTENSION OF SCHEDULE

1. Defendant's request for an extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

- A. The deadline that is sought to be extended.
- B. The length of the extension sought.
- C. The reason(s) for the extension.

D. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on Defendant to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

A. Circumstances beyond the reasonable control and despite the due diligence of Defendant including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Defendant.

B. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty.

C. Endangerment as described in Section XVI (Endangerment).

3. However, neither increased costs of performance of the terms of this Decree nor changed economic circumstances shall be considered circumstances beyond the reasonable control of Defendant.

4. Ecology shall act upon any Defendant's written request for extension in a timely fashion. Ecology shall give Defendant written notification of any extensions granted pursuant to this Decree. A requested extension shall not be effective until approved by Ecology or, if required, by the Court. Unless the extension is a substantial change, it shall not be necessary to amend this Decree pursuant to Section XIV (Amendment of Decree) when a schedule extension is granted.

5. At Defendant's request an extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of one of the following:

- A. Delays in the issuance of a necessary permit which was applied for in a timely manner.
- B. Other circumstances deemed exceptional or extraordinary by Ecology.
- C. Endangerment as described in Section XVI (Endangerment).

XVI. ENDANGERMENT

1. In the event Ecology determines that any activity being performed at the Site under this Decree is creating or has the potential to create a danger to human health or the environment, Ecology may direct Defendant to cease such activities for such period of time as it deems necessary to abate the danger. Defendant shall immediately comply with such direction.

2. In the event Defendant determines that any activity being performed at the Site under this Decree is creating or has the potential to create a danger to human health or the environment, Defendant may cease such activities. Defendant shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction, Defendant shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Defendant's cessation of activities, it may direct Defendant to resume such activities.

3. If Ecology concurs with or orders a work stoppage pursuant to this section, Defendant's obligations with respect to the ceased activities shall be suspended until Ecology

determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended, in accordance with Section XV (Extension of Schedule), for such period of time as Ecology determines is reasonable under the circumstances.

4. Nothing in this Decree shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

XVII. COVENANT NOT TO SUE

1. Covenant Not to Sue: In consideration of Defendant's compliance with the terms and conditions of this Decree, Ecology covenants not to institute legal or administrative actions against Defendant regarding the release or threatened release of hazardous substances at the Site, as described in Section V (Findings of Fact). This Covenant Not to Sue does not cover any other hazardous substance(s) or area. Ecology retains all of its authority relative to any hazardous substance(s) or area not covered by this Decree.

This Covenant Not to Sue shall have no applicability whatsoever to:

- A. Criminal liability.
- B. Liability for damages to natural resources.
- C. Any Ecology action, including cost recovery, against PLPs not a party to this Decree.

2. Pursuant to RCW 70A.305.040(4)(c), the Court shall amend this Covenant Not to Sue if factors not known at the time of entry of this Decree are discovered and present a previously unknown threat to human health or the environment.

3. Reopeners: Ecology specifically reserves the right to institute legal or administrative action against Defendant to require it to perform additional remedial actions at the Site and to pursue appropriate cost recovery, pursuant to RCW 70A.305.050, under any of the following circumstances:

- A. Upon Defendant's failure to meet the requirements of this Decree.
- B. Failure of the remedial action to meet the cleanup standards identified in the CAP (Exhibit C).
- C. Upon Ecology's determination that remedial action beyond the terms of this Decree is necessary to abate an imminent and substantial endangerment to human health or the environment.
- D. Upon the availability of information previously unknown to Ecology regarding Site factors including the nature, quantity, migration, pathway, or mobility of hazardous substances, and Ecology's determination, in light of this information, that further remedial action is necessary at the Site to protect human health or the environment.
- E. Upon Ecology's determination that additional remedial actions are necessary to achieve cleanup standards within the reasonable restoration time frame set forth in the CAP.

4. Except in the case of an emergency, prior to instituting legal or administrative action against Defendant pursuant to this section, Ecology shall provide Defendant with fifteen (15) calendar days' notice of such action.

XVIII. CONTRIBUTION PROTECTION

With regard to claims for contribution against Defendant, the Parties agree that Defendant is entitled to protection against claims for contribution for matters addressed in this Decree as provided by RCW 70A.305.040(4)(d).

XIX. INDEMNIFICATION

To the extent permitted by law, Defendant agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of Defendant, its officers, employees, agents, or contractors in entering into and implementing this Decree. However, Defendant shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Decree.

XX. COMPLIANCE WITH APPLICABLE LAWS

1. *Applicable Law.* All actions carried out by Defendant pursuant to this Decree shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in RCW 70A.305.090. The permits or specific federal, state, or local requirements that the agency has determined are applicable and that are known at the time of the execution of this Decree have been identified in the CAP (Exhibit C). Defendant has a continuing obligation to identify additional applicable federal, state, and local requirements which apply to actions carried out pursuant to this Decree, and to comply

with those requirements. As additional federal, state, and local requirements are identified by Ecology or the Defendant, Ecology will document in writing if they are applicable to actions carried out pursuant to this Decree, and the Defendant must implement those requirements.

2. *Relevant and Appropriate Requirements.* All actions carried out by Defendant pursuant to this Decree shall be done in accordance with relevant and appropriate requirements identified by Ecology. The relevant and appropriate requirements that Ecology has determined apply have been identified in Exhibit C. If additional relevant and appropriate requirements are identified by Ecology or the Defendant, Ecology will document in writing if they are applicable to actions carried out pursuant to this Decree and the Defendant must implement those requirements.

3. Pursuant to RCW 70A.305.090(1), Defendant may be exempt from the procedural requirements of RCW 70A.15, 70A.205, 70A.300, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, Defendant shall comply with the substantive requirements of such permits or approvals. For permits and approvals covered under RCW 70A.305.090(1) that have been issued by local government, the Parties agree that Ecology has the non-exclusive ability under this Decree to enforce those local government permits and/or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section.

4. Defendant has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Decree. In the event either Ecology or Defendant determines that additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the

remedial action under this Decree, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or Defendant shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Defendant shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by Defendant and on how Defendant must meet those requirements. Ecology shall inform Defendant in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Decree. Defendant shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

5. Pursuant to RCW 70A.305.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70A.305.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and Defendant shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70A.305.090(1), including any requirements to obtain permits or approvals.

XXI. REMEDIAL ACTION COSTS

1. Defendant shall pay to Ecology costs incurred by Ecology pursuant to this Decree and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70A.305, including remedial actions and Decree preparation, negotiation, oversight, and administration. These costs shall include work

performed both prior to and subsequent to the entry of this Decree. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). For all costs incurred, Defendant shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

2. In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70A.305.060, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

XXII. IMPLEMENTATION OF REMEDIAL ACTION

1. If Ecology determines that the Defendant has failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to Defendant, perform any or all portions of the remedial action or at Ecology's discretion allow the Defendant opportunity to correct. In an emergency, Ecology is not required to provide notice to Defendant, or an opportunity for dispute resolution. The Defendant shall reimburse Ecology for the costs of doing such work in accordance with Section XXI (Remedial Action Costs).

2. Except where necessary to abate an emergency situation or where required by law, the Defendant shall not perform any remedial actions at the Site outside those remedial actions required by this Decree to address the contamination that is the subject of this Decree,

unless Ecology concurs, in writing, with such additional remedial actions pursuant to Section XIV (Amendment of Decree). In the event of an emergency, or where actions are taken as required by law, Defendant must notify Ecology in writing of the event and remedial action(s) planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.

XXIII. PERIODIC REVIEW

So long as remedial action continues at the Site, the Parties agree to review the progress of remedial action at the Site, and to review the data accumulated as a result of monitoring the Site as often as is necessary and appropriate under the circumstances. Unless otherwise agreed to by Ecology, at least every five (5) years after the initiation of cleanup action at the Site the Parties shall confer regarding the status of the Site and the need, if any, for further remedial action at the Site. At least ninety (90) days prior to each periodic review, Defendant shall submit a report to Ecology that documents whether human health and the environment are being protected based on the factors set forth in WAC 173-340-420(4). Under Section XVII (Covenant Not to Sue), Ecology reserves the right to require further remedial action at the Site under appropriate circumstances. This provision shall remain in effect for the duration of this Decree.

XXIV. PUBLIC PARTICIPATION

Ecology shall maintain the responsibility for public participation at the Site. However, Defendant shall cooperate with Ecology, and shall:

- A. If agreed to by Ecology, develop appropriate mailing lists, prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, remedial investigation/feasibility study reports, cleanup action

plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

B. Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before major¹ meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. Likewise, Ecology shall notify Defendant prior to the issuance of all press releases and fact sheets related to remedial action work to be performed at the Site, and before major meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. For all press releases, fact sheets, meetings, and other outreach efforts by Defendant that do not receive prior Ecology approval, Defendant shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

C. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions, or as a presenter.

D. When requested by Ecology, arrange and/or contribute to information repositories at the following locations:

- i. Ridgefield Public Library
210 N. Main Avenue

¹ Such as: public hearings/ meetings, walking tours, City Council meetings where the Site is on the agenda, and meetings of governing boards of other municipalities that City staff will attend where the Site is on the agenda.

Ridgefield, WA 98642

- ii. Washington State Department of Ecology
Southwest Regional Office
300 Desmond Drive
Lacey, WA 98503

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of all documents related to this Site shall be maintained in the repository at Ecology's Southwest Regional Office in Lacey, Washington.

XXV. DURATION OF DECREE

The remedial program required pursuant to this Decree shall be maintained and continued until Defendant has received written notification from Ecology that the requirements of this Decree have been satisfactorily completed. This Decree shall remain in effect until dismissed by the Court. When dismissed, Section XI (Retention of Records), Section XVII (Covenant Not to Sue), Section XVIII (Contribution Protection), Section XIX (Indemnification), and Section XXVI (Claims Against the State) shall survive.

XXVI. CLAIMS AGAINST THE STATE

Defendant hereby agrees that it will not seek to recover any costs accrued in implementing the remedial action required by this Decree from the State of Washington or any of its agencies; and further, that Defendant will make no claim against any MTCA account for any costs incurred in implementing this Decree. Except as provided above, however, Defendant expressly reserves its right to seek to recover any costs incurred in implementing this Decree

from any other PLP. This section does not limit or address funding that may be provided under WAC 173-322A.

XXVII. EFFECTIVE DATE

This Decree is effective only upon the date (Effective Date) that title to the Property vests in Defendant, City of Ridgefield, following entry of this Decree by the Court. If the City of Ridgefield does not acquire title to the Property within six months of entry, this Decree shall be null and void as between the City and Ecology and the parties shall file a Stipulation and Agreed Order of Dismissal without prejudice or an award of costs to either party.

//

//

XXVIII. WITHDRAWAL OF CONSENT

If the Court withholds or withdraws its consent to this Decree, it shall be null and void at the option of any party and the accompanying Complaint shall be dismissed without costs and without prejudice. In such an event, no party shall be bound by the requirements of this Decree.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

ROBERT W. FERGUSON
Attorney General

Barry Rogowski
Program Manager
Toxics Cleanup Program
360-485-3738

Kara Tebeau WSBA No. 49923
Assistant Attorney General
360-586-3633

Date: _____

Date: _____

CITY OF RIDGEFIELD

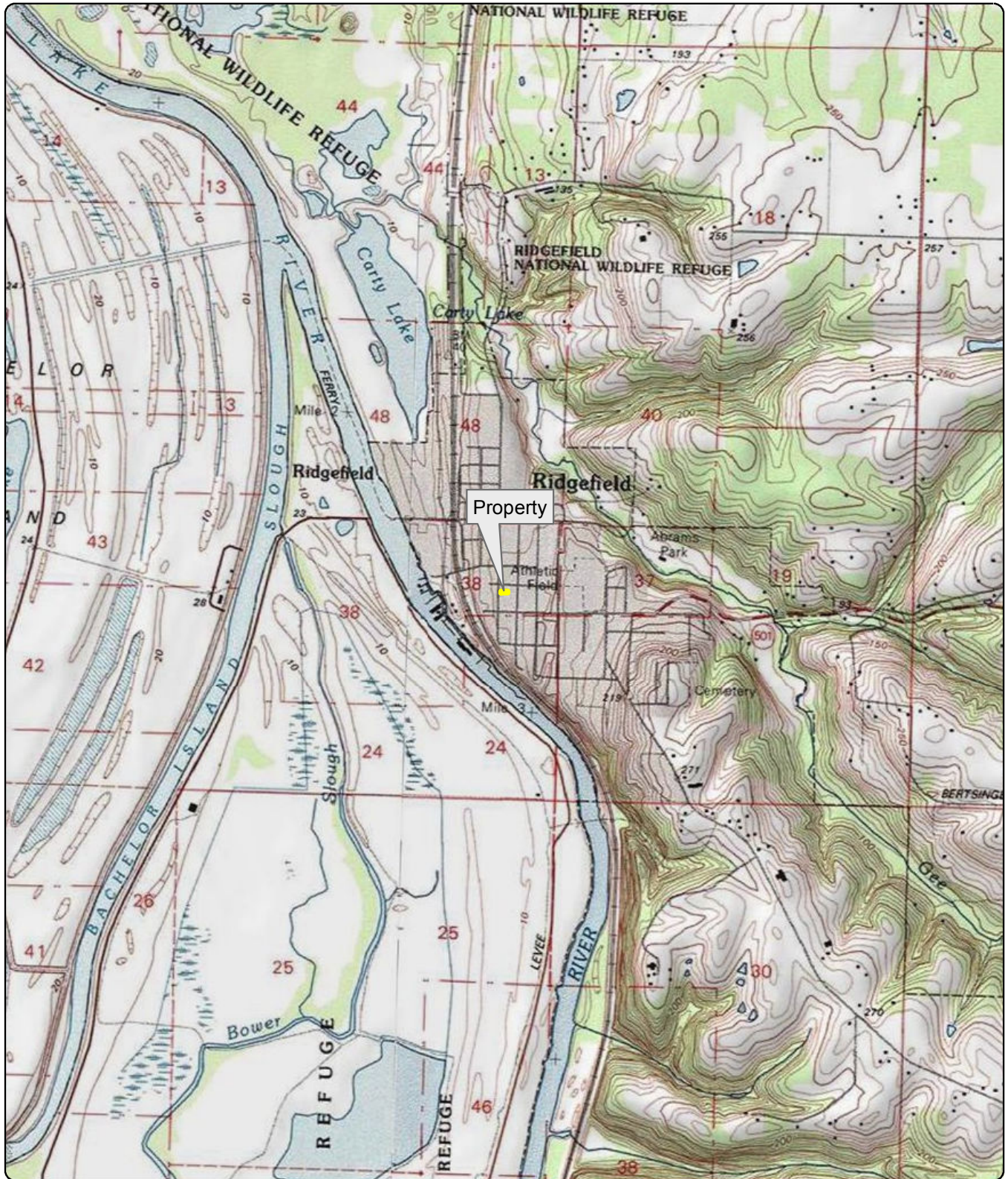
Steve Stuart
City Manager
360-887-3557

Date: _____

ENTERED this ____ day of _____ 20____.

JUDGE
Clark County Superior Court

Attachment: 2022_Park_Laundry_Consent_Decree_Draft (MOU with Dept of Ecology to Consent Decree)



Property Address: Pioneer St & Main St, Ridgefield,
Clark County, Washington
Source: US Geological Survey (1990) 7.5-minute
topographic quadrangle: Ridgefield
DLC 38/Section 24, Township 4 North, Range 1 West

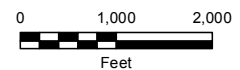


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This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

EXHIBIT A Site Location Diagram

Former Park Laundry
City of Ridgefield, Washington



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EXHIBIT B
Approximate Site
Boundary, Property,
and Source Area

Former Park Laundry
City of Ridgefield,
Washington

Legend

-  Park Laundry Monitoring Well
-  Port of Ridgefield Monitoring Well
-  Property Boundary
-  Estimated Site Boundary
-  Source Area Boundary
-  Cross Section

0 100 200
Feet



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EXHIBIT C

Former Park Laundry

DRAFT Cleanup Action Plan

Attachment: ParkLaundry_CD_ExhibitC (MOU with Dept of Ecology to Consent Decree)

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Former Park Laundry
122 N Main Avenue
Ridgefield, Washington 98642

Facility Site ID: 8100630
Cleanup Site ID: 4099

Draft Cleanup Action Plan

Issued by

Washington State Department of Ecology
Toxics Cleanup Program
Southwest Regional Office
300 Desmond Dr SE
Lacey, Washington 98503

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ACRONYMS AND ABBREVIATIONS

1,1-DCE	1,1-dichloroethene
ARARs	Applicable or Relevant and Appropriate Requirements
bgs	below ground surface
CAP	Cleanup Action Plan
CD	Consent Decree
cis-1,2-DCE	cis-1,2-dichloroethene
COC	Contaminant of Concern
CUL	Cleanup Level
EC	Environmental Covenant
Ecology	Washington State Department of Ecology
EDR	Engineering Design Report
ICs	Institutional Controls
LWBZ	lower water-bearing zone
MCLs	Maximum Contaminant Levels
MFA	Maul Foster & Alongi, Inc.
MTCA	Model Toxics Control Act
PCE	tetrachloroethene
PLP	potentially liable persons
POCs	points of compliance
Port	Port of Ridgefield
PQLs	Practical Quantitation Levels
Property	Former Park Laundry located at 122 North Main Avenue in Ridgefield, Washington
PWT	Pacific Wood Treating facility
QAPP	Quality Assurance Project Plan
RCRA	Resource Conservation and Recovery Act
RCW	Revised Code of Washington
RI/FS	Remedial Investigation/Feasibility Study
SAP	Sampling and Analysis Plan
SEPA	State Environmental Policy Act
Site	The extent of Property-related contamination, which corresponds to the extent of groundwater contamination.
Source Area	The Property and the two vacant lots directly north of the Property and a portion of the parcel to the south
trans-1,2-DCE	trans-1,2-dichloroethene
µg/kg	micrograms per kilogram
µg/L	micrograms per liter
UIC	underground injection control
URIC	Union Ridge Investment Company
UWBZ	upper water-bearing zone
VC	vinyl chloride
VOCs	volatile organic compounds
WAC	Washington Administrative Code

EXECUTIVE SUMMARY

This document presents the cleanup action plan (CAP) for the Former Park Laundry site in Ridgefield, Washington. This CAP is intended to meet the requirements of the Model Toxics Control Act administered by the Washington State Department of Ecology (Ecology) under chapter 173-340 of the Washington Administrative Code (WAC). This CAP describes Ecology's required cleanup action for the Site and sets forth the requirements that the cleanup must meet.

Soil, vapor, and groundwater impacts related to tetrachloroethene (PCE) and its degradation products resulting from former dry cleaner operations have been confirmed. The groundwater plume covers an estimated 22 acres. The plume generally follows the topography of the area, extending north and west from the Property, and is bounded on the west by Lake River. This CAP addresses the potential human health and environmental concerns associated with these impacts, based on Ecology's selected remedy (Alternative 4) from the Remedial Investigation/Feasibility Study (RI/FS) analysis conducted by Maul Foster & Alongi, Inc. (MFA, 2019).

The selected remedy consists of soil excavation down to 15 feet below ground surface (bgs) in the groundwater Source Area (including the former Park Laundry property, a City of Ridgefield parcel, and two privately owned [Hinrich] parcels), focused groundwater remediation, institutional controls, and groundwater monitoring. If contamination remains in the Source Area and it is redeveloped, a vapor barrier should be included, as part of building construction, or additional data should be collected to show that there is no threat to indoor air.

1.0 INTRODUCTION

1.1 Purpose

This document is the draft CAP for the Former Park Laundry Site. Park Laundry formerly operated on a small parcel of land located at 122 North Main Avenue in Ridgefield, Washington (the Property). The location of the Property is shown in Figure 1-1. A CAP is required as part of the site cleanup process under chapter 173-340 WAC, MTCA Cleanup Regulations. The purpose of this CAP is to identify the proposed cleanup action for the Site and to provide an explanatory document for public review. More specifically, this CAP:

- Describes the Site.
- Summarizes current Site conditions.
- Describes the selected cleanup action for the Site and the rationale for selecting this alternative.
- Identifies Site-specific cleanup levels (CULs) and points of compliance (POCs) for each hazardous substance and medium of concern for the proposed cleanup action.
- Identifies applicable state and federal laws for the proposed cleanup action.
- Identifies residual contamination on the Site, as well as restrictions on future uses and access to areas where Site contamination may remain to ensure continued protection of human health and the environment.
- Describes installation of additional monitoring wells to investigate contamination in deep aquifer beneath the site.
- Discusses compliance monitoring requirements.
- Presents the schedule for implementing the CAP.

Ecology has made a preliminary determination that a cleanup conducted in conformance with this CAP will comply with the requirements for selection of a remedy under WAC 173-340-360.

1.2 Previous Studies

This CAP is based on the results of the RI/FS (MFA, 2019), which incorporated the remedial action work plan (MFA, 2010a) and subsequent work plans (MFA, 2010b, 2012, 2014), all of which were approved by Ecology in advance of the work being performed.

Results of previous investigations indicate that volatile organic compounds (VOCs) are present on the Property and on neighboring properties. The Site is defined by the extent of contamination in all media (see Figure 1-2). Historically, the Property was used by Park Laundry, which performed dry cleaning operations that likely resulted in the release of tetrachloroethene (PCE).

2.0 SITE DESCRIPTION

2.1 Property and Site Description

The Property is zoned as Downtown Mixed Use and is approximately 25 feet wide (north-south) and 100 feet long (east-west). The Property is located near commercial businesses or publicly owned entities (e.g., police and fire station). Beyond these, the land use is primarily residential.

The contaminated groundwater plume covers an estimated 22 acres. The plume generally follows the topography of the area—extending north and west from the Property, and is bounded on the west by Lake River. Soil impacts and soil vapor are within the extent of the groundwater impact. Figure 1-2 depicts the estimated Site boundary as defined by the RI.

For the purposes of this CAP, “the Source Area” is defined as the area of the Site with the highest concentrations in soil, groundwater, and soil vapor; this includes the Property and the adjoining parcels to the north and south of the Property. Immediately to the north are two vacant and privately owned (Hinrich) parcels. These parcels and the Property are presently used as a parking lot. To the south, contamination extends into the northern portion of a parcel which is owned by the City of Ridgefield and is used as a parking lot.

Groundwater contamination sourced from the Park Laundry Site has entered the Port of Ridgefield’s (Port’s) property, which is subject to a separate Consent Decree (CD) (Ecology, 2013), and CAP for contamination from the former Pacific Wood Treating (PWT) facility. There are two separate plumes of VOC contaminated groundwater at the Port property. The northern plume is sourced from PWT operations and generally located north of Division Street on the Port property. The southern plume is sourced from the Park Property and generally located south of Division Street on the Port property.

With the groundwater flow from the Park Property towards Lake River, CULs protective of surface water in monitoring wells on the bank of Lake River (MW-29D, MW-47D and MW-46D) have been established.

2.2 Site Topography, Geology, and Hydrogeology

The Site topography consists of upper and lower terrace areas trending north and south. A west-facing slope separates them. The Source Area is located on the upper terrace where City of Ridgefield commercial properties reside with some residential properties. The slope starts west of North 1st Avenue dropping from about 80 feet to 20 feet in elevation over a horizontal distance of about 250 feet before arriving at the lower terrace. The slope is covered with residential properties. The lower terrace is Port of Ridgefield property that is bare undeveloped land and the location of the former PWT operations area. Lake River borders the west side of the lower terrace.

The Site is underlain by Holocene to Tertiary age alluvial deposits (see Figures 1-2 and 2-1). Two water-bearing zones beneath the site are separated by an aquitard. The upper water-bearing zone (UWBZ) overlies the aquitard. It consists of Pleistocene age silty sand and sand that make up the

surface deposits of the upper terrace and most of the slope between terraces. The silty sand and sand grades into a sandy gravel unit beneath the western portion of the slope and the lower terrace. Holocene age deposits of silt, sand and silty sand overlay the sandy gravel to make up the surface deposits of the lower terrace.

The aquitard beneath the UWBZ consists of clay and silty gravel. The clay portion is about 40 feet thick, is in contact with, and overlies the silty gravel portion. The clay portion pinches out to the west only being found beneath the upper terrace and part of the slope between the terraces. The clay portion is considered Pleistocene in age while the underlying silty gravel is thought to be Tertiary age. The silty gravel unit extends beneath the entire site.

Beneath the clay and silty gravel aquitard is the Tertiary age lower water-bearing zone (LWBZ). It consists of some sand and sandy gravel extending beneath the entire Site.

Groundwater flow in the upper terrace is to the north, northwest and turns to the west to follow topographic slope to the lower terrace and Lake River. Groundwater elevation data from Site monitoring wells show that groundwater flow is consistent season to season. The clay aquitard is unsaturated and shallow groundwater is perched above that clay. The perched groundwater is considered non-potable due to insufficient flow and shallow depth (15 to 19 feet bgs). The shallow depth would not allow for meeting surface seal minimum well construction standards. Beyond where the clay pinches out, groundwater transitions from non-potable to potable. Groundwater flow direction beneath the Port property is consistently east to west in the UWBZ. There are no monitoring wells in the LWBZ unit so groundwater flow direction is not known there.

The groundwater contaminant extent in the Source Area and upper terrace is defined, being contained above the clay aquitard. Downslope to the west, contamination has entered the sandy gravel above the silty gravel aquitard. Because the vertical extent of contamination through the silty gravel aquitard is unknown, Ecology is requiring at least three additional monitoring wells in the underlying sandy gravel unit of the LWBZ.

Conservative groundwater modeling conducted for the Port of Ridgefield by MFA indicates groundwater flow in the UWBZ is towards Lake River. Reportedly, PCE concentrations in groundwater would attenuate to levels below the most stringent regulatory criteria (surface-water CULs) before discharging to Lake River. However, Ecology is not sure this is the case and to be most protective it considers the soil leaching to groundwater pathway and groundwater to surface water pathways complete.

Ecology determined that because contaminated groundwater from the non-potable portion of the Site migrates to groundwater that is potable, groundwater throughout the Site is considered potable.

2.3 Site History

Park Laundry operated on the Property from approximately 1965 to 1977. The former owner/operator, Mr. Alvin Johnson, is deceased. The laundry service is believed to have included dry-cleaning services and self-service, coin-operated washers and dryers. Park Laundry's operations had ceased

by 1978 when Union Ridge Investment Company (URIC) purchased the Property on May 31, 1979. There was no dry-cleaning equipment in the building at the time of purchase. The Property was sold to Mr. Larry Beaman on February 15, 2000. Mr. Beaman removed the building and subsequently defaulted on his obligations. The Property was quitclaimed to Mr. Robert Hyatt, representing URIC, who then quitclaimed the Property to URIC on November 19, 2007. Mr. Hyatt was the last surviving member of the URIC until he passed in 2019.

A parking lot used by the Ridgefield Police Department and owned by the City of Ridgefield is located along the southern border of the Property. To the east is a one-lane, paved alleyway, bordered by a city skate park and fire station. To the west is North Main Avenue and a food and drink establishment owned by MRS Development, LLC. To the north are two vacant lots owned by Frankie Rima-Hinrich (Clark County GIS, 2016).

MFA reviewed state and federal agency database records, aerial photographs, and Sanborn Fire Insurance Maps for historical information related to the Property to evaluate the area for other potential sources of contamination (MFA, 2011a). Based on MFA's review of state and federal agency records, petroleum-hydrocarbon contamination has been confirmed on nearby properties; however, it is not a chemical of interest for the Park Laundry Site. No other sources of PCE were identified.

2.4 Human Health and Environmental Concerns

The RI/FS report (MFA, 2019) provides a detailed summary of the remedial investigation and previous investigation results and is referenced for detailed information regarding the nature and extent of contaminants and the risk associated with those contaminants. PCE and its possible degradation products are contaminants of concern for the Park Laundry Site.

Soil investigations were conducted in 2010 and 2011 to delineate the nature and extent of soil impacts (MFA, 2010c; 2011a,b). The lateral extent of soil impacts down to 15 feet bgs is generally confined to the Property and the adjoining Hinrich parcels. PCE is also found in a small area of shallow soil on a parcel owned by the City of Ridgefield south and adjoining the Property (see Figure 2-2).

The extent of groundwater impacts has been delineated in the UWBZ; representative concentrations from 2018 and 2019 are shown on Figure 2-3. There is no beneficial use of groundwater at the Site.

An investigation conducted in 2012- 2013 with oversight from Ecology and the Washington State Department of Health demonstrated that vapor intrusion is not a pathway of concern for the Site, except in the event that a building be constructed in the Source Area, absent remediation.

If contamination remains in the Source Area and it is redeveloped, a vapor barrier should be included as part of building construction or additional data should be collected to demonstrate that there is no risk to indoor air.

The following are considered as complete exposure pathways at the Site:

- Ingestion or dermal contact by Source Area workers of contaminated soil or groundwater.
- Incidental inhalation of vapors and or dust by Source Area workers from contaminated soil.
- Inhalation of solvent vapors by Source Area workers from contaminated groundwater.
- Contaminant uptake by aquatic life and humans from fish consumption.
- Potential for indoor air inhalation of VOCs volatilizing from Source Area soil or groundwater to any new building constructed at the Source Area.

2.5 Cleanup Standards

2.5.1 Contaminants of Concern

Contaminants of concern (COCs) include trichloroethene (TCE) and PCE. These compounds were selected as COCs based on screening analytical data obtained from groundwater and soil sampling that had concentrations above applicable MTCA CULs.

2.5.2 Cleanup Levels

CULs are selected to be protective of the human health and environment for each media. CULs are provided for PCE and TCE as well as for natural degradation products of PCE and TCE; 1,1-dichloroethene (1,1-DCE), cis-1,2-dichloroethene (cis-1,2-DCE), trans-1,2-dichloroethene (trans-1,2-DCE) and vinyl chloride (VC). Vinyl chloride has been detected in groundwater but not in soil. Compounds other than PCE and TCE have not been detected in Site soil or groundwater but might appear at some time in the future from PCE and TCE breakdown. There is the potential for contaminants to leach from soil into groundwater at the Source Area. Groundwater flow direction is from the Source Area towards Lake River. CULs are derived to be protective of soil to groundwater to surface water. Site CULs are included on Table 2-1. CULs for impacted media are discussed below:

- **Soil:** Final CULs for unsaturated and saturated soil are based on protection of potable water and for leaching from soil to groundwater to surface water. When the CULs are lower than the Practical Quantitation Levels (PQLs) those CULs have been adjusted to the PQL.
- **Groundwater:** Final CULs are based on MTCA Method B, the State/Federal Maximum Contaminant Levels (MCLs), and the Federal Clean Water Act 304. When the CULs are lower than PQLs those CULs have been adjusted to the PQL.

3.0 EVALUATION OF CLEANUP ACTION ALTERNATIVES

3.1 Technology Screening

A preliminary screening of applicable technologies was completed based on technologies discussed in the Federal Remediation Technologies Roundtable Screening Matrix as well as on commonly used industry remediation methods. A number of cleanup techniques are viable to reduce the contaminant levels and reduce toxicity and exposure risk in the areas of highest contaminant concentrations. This in turn will allow natural processes to degrade contaminants where active cleanup actions are not practical. Technologies determined to be effective and implementable were retained for further consideration in the selection of a cleanup alternative:

Natural Attenuation

Natural attenuation, to the extent to which it is occurring on site, is considered; however, it is not fully relied on for Site cleanup. Several studies have indicated that concentrations of PCE and other chlorinated solvents are reduced by reductive dechlorination under anaerobic conditions; however, there is limited evidence for anaerobic biodegradation of chlorinated organics via natural attenuation (USEPA, 1998). A preliminary analysis of natural attenuation, conducted by MFA (Section 4.2.4), showed limited evidence of natural attenuation. That said, decreases in Source Area concentrations will promote decreases in down gradient concentrations as a result of dispersion.

Excavation and Off-Site Disposal

Excavation would remove from the Property all or some of the soil exceeding CULs. Excavated material would be transported to a permitted, off-Site disposal facility.

In Situ Groundwater Treatment

In situ groundwater treatment remediates the groundwater in place. Chlorinated solvents are reduced by reductive dechlorination and biodegradation. Chemical breakdown is enhanced by healthy microorganism populations that occur naturally in the subsurface and coupled with chemical compounds to enhance microorganism reproduction and growth. The *in situ* groundwater treatment introduces the chemical and biological compounds into the contaminant plume, often by injection, to reduce the contaminant concentrations. This process is often cost effective and more easily implementable than other remedial technologies. Implementation of this technology does not guarantee that concentration levels will be reduced to CULs.

Institutional Controls

Institutional controls (IC) (e.g., a restrictive covenant) may be required to reduce or limit future exposure of receptors to soil and groundwater containing residual COCs at concentrations above relevant CULs. Deed notifications inform potential purchasers of the presence of COCs in soil, soil gas, and/or groundwater, and may limit activities or land use as well as defining requirements for future site-redevelopment activities.

3.2 Evaluation of Cleanup Alternatives

Cleanup alternatives presented in the FS include the following:

- Alternative 1 was no action that does not pass the threshold requirements, and is not discussed further.
- Alternative 2 includes soil excavation of the Source Area to a fifteen foot depth but no groundwater treatment.
- Alternative 3 includes soil excavation of the Source Area to 6 foot depth and focused groundwater remediation out to MW-03.
- Alternative 4 includes soil excavation of the Source Area to fifteen foot depth and focused groundwater remediation out to MW-03.
- Alternative 5 includes soil excavation of the Source Area to 6 foot depth and focused, expanded groundwater remediation encompassing MW-03 and MW-05.
- Alternative 6 includes soil excavation of the Source Area to fifteen foot depth and focused, expanded groundwater remediation encompassing MW-03 and MW-05.
- Alternative 7 includes soil excavation of the Source Area to fifteen foot depth and focused, expanded groundwater treatment encompassing MW-03 and MW-05. It also includes reactive zone injections along public access ways reaching down plume out to Division Street.

Cleanup actions are subject to the threshold requirements set forth in WAC 173-340-360(2)(a). Under the threshold requirements, the cleanup action shall:

- Protect human health and the environment.
- Comply with cleanup standards.
- Comply with applicable state and federal laws.
- Provide for compliance monitoring.

Alternatives 2 through 7 employ Institutional Controls, compliance groundwater monitoring, and monitored natural attenuation.

The selected CULs are consistent with MTCA. Additionally, local, state, and federal laws related to environmental protection, health and safety, transportation, and disposal would apply to the proposed alternatives. Applicable or relevant and appropriate requirements (ARARs) will be refined during the design process. The following are the current significant ARARs:

- Resource Conservation and Recovery Act (RCRA): Disposal of any material off site would be subject to RCRA to ensure appropriate disposal of waste, including hazardous and nonhazardous material. All alternatives include soil excavation and off-site disposal; the material will be profiled and disposed of at an approved and regulated facility.

- Washington State Hazardous Waste Management Regulations: As with the federal RCRA regulations, the material disposed of may be subject to dangerous waste management regulations (Revised Code of Washington [RCW] 70A.300, WAC 173-303). Unless exempt from these regulations, all waste will be handled according to these regulations.
- The Washington State Environmental Policy Act (SEPA): The SEPA process is undertaken when a state governmental entity makes a decision. A SEPA checklist is completed by the lead governmental agency to make a determination of impact.
- Underground Injection Control (UIC) Regulations: UIC regulations require permitting of a project before material can be injected into the subsurface.
- RCW 18.104 and WAC 173-160: Regulates water well construction minimum standards.
- Water Pollution Control RCW 90.48: Regulates storm water discharge from construction sites.

During remedial design, the selected alternative will be designed to comply with ARARs.

3.2.1 Evaluation Factors

MTCA states that in the selection of a cleanup alternative, preference shall be given to “permanent solutions to the maximum extent practicable.” “Permanent” is defined in WAC 173-340-200 as a cleanup action in which the cleanup standards of WAC 173-340-700 through 760 are met without further action being required at the Site being cleaned up or at any other Site involved with the cleanup action, other than the approved disposal of any residue from the treatment of hazardous substances.

In order to determine the “maximum extent practicable” for each alternative, a disproportionate-cost analysis (DCA) outlined in WAC 173-340-360(3)(e) is used. Costs are determined to be disproportionate to benefits if the incremental cost of a more expensive alternative over that of a lower-cost alternative exceeds the incremental degree of benefits achieved by the more expensive alternative. Consistent with WAC 173-340-360(3)(f), the evaluation criteria used were a mix of qualitative and quantitative factors, including protectiveness, permanence, effectiveness over the long term, management of short term risks, technical and administrative implementability, and consideration of public concerns.

The cleanup alternatives are evaluated by the criteria below.

3.2.2 Protectiveness

Protectiveness is a factor by which human health and the environment are protected by the cleanup action, including the degree to which existing risks are reduced; the time required to reduce risk at the facility and attain cleanup standards; on-Site and off-Site risks resulting from implementing the cleanup action alternative; and improvement of the overall environmental quality.

Generally, all of the alternatives are protective because there is no complete exposure pathway at the Site, with the exception at the Source Area and where impacted groundwater might enter surface water. All of the alternatives will reduce contamination.

Alternative 2 has a lower ranking for protectiveness: human and ecological exposure to soils exceeding CULs is minimized by removal of the soil from the Site; however, treatment of groundwater would not be addressed in this alternative. Alternatives 3, 4, 5, 6, and 7 also address soil-exceeding CULs by removal from the Site; but, compared to Alternative 2, they hasten the groundwater remediation and are expected to treat soil impacts not removed via excavation (i.e., B8) through *in situ* injections.

3.2.3 Permanence

Permanence is a factor by which the cleanup action alternative permanently reduces the toxicity, mobility, or volume of hazardous substances. It takes into account the adequacy of the alternative in destroying the hazardous substances, the reduction or elimination of hazardous substance releases and sources of releases, the degree of irreversibility of the waste-treatment process, and the characteristics and quantity of treatment residuals generated. Removal of soil would be considered the most permanent soil action because it would permanently eliminate the source of releases at the Property.

Excavation will be used to remove soil contamination. However, it is not feasible to permanently remove all groundwater contamination because low conductivity of the upper terrace deposits and the large contaminant plume. Therefore, the permanence of all alternatives depends on the extent of groundwater treatment and natural attenuation of the contaminants. Alternatives 3, 4, 5, 6, and 7 use additional groundwater treatment and decrease contaminant levels sooner than alternatives without additional groundwater treatment. The alternatives are ranked based on the extent of soil removal and groundwater remediation in order of least to most permanent: Alternative 2, Alternative 3, Alternatives 4 and 5, Alternatives 6 and 7.

3.2.4 Effectiveness over the long term

Long-term effectiveness includes the degree of certainty that the alternative will be successful over the long term; the reliability of the alternative for the expected duration of hazardous substances remaining on site at concentrations that exceed CULs; the magnitude of residual risk with the alternative in place; and the effectiveness of controls required to manage treatment residues or remaining wastes.

Alternative 7 is considered most effective over the long term in addressing groundwater contamination, with Alternative 6 closely ranked behind. Alternatives 4 and 5 are ranked slightly lower than Alternative 6. Alternative 3 addresses the highest areas of the groundwater contamination via bioremediation but not the entirety, resulting in a slightly less effective alternative than Alternatives 4 and 5. Alternative 2 is ranked lower, as no active groundwater remediation is incorporated.

3.2.5 Management of short-term risks

Short-term risks to remediation workers, the public, and the environment are assessed under this criterion. Generally, short-term risks are expected to be linearly related to the amount of material handled, treated, and/or transported and disposed of (e.g., worker injury per cubic yard excavated [equipment failure], public exposure per cubic yard-mile transported [highway accident]).

This factor addresses the risk to human health and the environment associated with the alternative during construction and implementation, and the effectiveness of measures that will be taken to manage such risks. Potential public exposure during transport, handling, and excavation required for the alternatives could lead to short-term risks.

Alternative 3 best facilitates the management of short-term risks, as it includes only shallow soil removal and handling and Source Area injections. Alternatives 2, 4, 6, and 7 include the deeper soil removal and handling, but the deeper extent includes saturated soil with increased shoring and dewatering. Alternatives 5, 6 and 7 also involve drilling in the right-of-way. Alternative 3 is ranked highest, as the active remediation is concentrated in the Source Area and the risks can be controlled accordingly. Alternative 7 is ranked lowest, based on both the deeper soil excavation and extensive injections along public rights-of-way, resulting in slightly higher potential risk to remediation workers and the public.

3.2.6 Technical and administrative implementability

This factor addresses whether the alternative can be implemented and is technically possible. The availability of necessary materials, regulatory requirements, scheduling, access for construction operations and monitoring, and integration with existing and neighboring site uses must be considered.

The deeper soil removal for Alternatives 2, 4, 6 and 7 reduces the implementability.

Alternatives 5, 6, and 7 include the implementation issues associated with increased areas of injection.

3.2.7 Consideration of public concerns

This factor considers concerns from individuals, community groups, local governments, tribes, federal and state agencies, and any other organization that may have an interest in or knowledge of the Site and that may have a preferred alternative. Through the public process, the public will have an opportunity to review and comment on plans.

3.2.8 Disproportionate-Cost Analysis

In accordance with WAC 173-340-360(3)(e), the most practicable permanent solution evaluated will be the baseline cleanup action alternative to which the other cleanup action alternatives are compared. Based on this, Alternative 7 is the baseline alternative for this analysis. Each alternative

was given a ranking between one and five (five being optimal, one being inadequate). Where there were only slight differences, fractional rankings were applied. Based on these criteria, Alternative 2 is ranked 2.7; Alternative 3 is ranked 3.5; Alternative 4 is ranked 3.6; Alternative 5 is ranked 3.3; Alternatives 6 and 7 are ranked 3.2 (see initial DCA rankings on Table 3-1).

4.0 DESCRIPTION OF CLEANUP ACTION SELECTED

Results of the disproportionate-cost analysis used in selecting the cleanup action, as provided in the RI/FS (MFA, 2019), indicated Alternative 3 has the highest ranking. Alternative 3 consists of Source Area soil excavation up to six feet bgs, Source Area focused groundwater remediation, institutional controls, and compliance groundwater monitoring.

Ecology has the discretion to favor or disfavor qualitative benefits of the various cleanup alternatives considered and can use that information in selecting a cleanup action. Ecology has reassessed benefits of each cleanup alternative and adjusted the DCA rankings accordingly (see initial and adjusted DCA on Table 3-1). This has resulted in Alternative 4 having the highest cleanup option ranking. Ecology is selecting Alternative 4 as the preferred cleanup option as explained below.

Included here is a description of cleanup Alternatives 3 and 4 and the differences between them.

Soil excavation

The soil excavation is centered primarily on the Property and extends to the adjoining Hinrich parcels and shallow soil on property owned by the City. Source Area excavation in Alternative 3 would be 3 to 6 feet bgs covering approximately 700 square foot area (approximately 250 cubic yards total). This would leave soil contamination in the subsurface from 6 to 15 feet bgs. Soil excavation in Alternative 4 would cover an approximately 1,700 square foot area with excavation to 15 feet bgs and a 300 square foot area to 3 feet bgs (approximately 1,000 cubic yards total) (see Figure 4-1). Excavation would be to the top of the underlying clay unit. Contamination does not appear to enter into the clay unit. Alternative 4 would remove soil contamination that is a potential contaminant source to groundwater and decrease the potential for direct exposure contact during any building construction and subsurface excavation activity.

At least ten confirmation soil samples would be collected from the excavation limits and be submitted for VOC analysis following Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) requirements.

Alternative 4 would differ from Alternative 3 because dewatering would be needed to allow Source Area excavation below the water table (ranging seasonally between 2 to 7 feet bgs). That water would be contained and characterized for appropriate treatment and disposal. Decommissioning of monitoring wells MW01 and MW21 would be needed as they are located in the area of the deeper excavation. Another advantage of Alternative 4 is the dewatering would remove impacted groundwater from the Source Area reducing subsurface contaminant contribution from groundwater.

For either alternative, excavated soil will be assessed for hazardous content and disposed at a Subtitle C, or other appropriate, landfill. Cost-effective and environmentally protective methods of disposal, including a Contained-In Determination issued by Ecology, will be explored during remedial design. The excavation will be backfilled with clean, imported fill to existing ground surface and compacted to a minimum of 92 percent based on the Modified Proctor Test (ASTM 2012). Surface restoration will be completed with gravel or asphalt pavement to match previous conditions.

Groundwater treatment

In situ groundwater treatment would be the same for either Alternative. Treatment area on the Property and the Source Area would be outside the excavated area to MW03, using injection points to treat PCE in groundwater. For the purpose of the cost estimate, 9,700 square feet will be treated from an average depth of 5 to 15 feet bgs with a reducing agent and enhanced bioremediation solutions (i.e., 43,450 pounds of anaerobic EHC™ bioremediation amendment followed by 30 liters of microorganism DHC inoculation to enhance degradation) (see Figure 4-1). The cost estimate was conservatively based on treating PCE concentrations of approximately 300,000 micrograms per kilogram (µg/kg) in soil and 20,000 micrograms per liter (µg/L) in groundwater for the Property and 100,000 µg/kg in soil and 7,000 µg/L in groundwater in the Source Area (nearing MW03).

4.1 Evaluation Factors

The following criteria were used to evaluate and compare Alternatives 3 and 4 following the disproportionate-cost analysis format to determine whether a cleanup action is permanent to the maximum extent practicable.

Protectiveness

In the FS, Alternative 3 and 4 have the same ranking for protectiveness. Alternative 3 only removes contaminated soil to six feet in depth whereas Alternative 4 soil removal is to 15 feet bgs. Alternative 4 removes contaminated groundwater from the subsurface during dewatering that is not done in Alternative 3. One of the arguments in the FS on Alternative 3 protectiveness is *in situ* groundwater treatment would likely result in ancillary treatment of soil contamination beneath the water table, reducing the benefit to excavate deeper soil. However, contamination removal is more effective than treatment by substrate injection because the substrate may not reach all contamination. Ecology finds that Alternative 4 removes more contamination from the ground sooner than Alternative 3 and is therefore more protective and ranked higher than Alternative 3.

Permanence

Ecology agrees with the FS where Alternative 4 is ranked higher than Alternative 3 for this criterion because of the greater extent of soil and groundwater removal and groundwater treatment to be more effective with less residual contamination to treat and because there is less source contribution to groundwater to feed the distal plume.

Effectiveness over the long term

Ecology agrees with the FS where Alternative 4 is ranked higher than Alternative 3 for the same reasons provided under the permanence criterion. Also with more initial removal of contamination, the cleanup timeframe is reduced.

Management of short-term risks

Ecology agrees with the FS where Alternative 3 is ranked higher than Alternative 4 because more impacted media is being handled and transported. Ecology's change to the rankings for Alternatives 3 and 4 better aligns them with the other alternative rankings and relative risks.

Technical and administrative implementability

Ecology agrees with the FS where Alternative 3 is ranked higher than Alternative 4 because there is more work required for deeper soil removal and dewatering so implementability is more involved. Ecology's change to the rankings for Alternatives 3 and 4 better aligns them with the other alternative rankings and relative risks.

Consideration of public concerns

There is no evaluation factor ranking of this alternative in the FS. The amount of public notification required for Alternative 3 or 4 would be the same.

Disproportionate-Cost Analysis

The highest ranked alternative is deemed the more worthy cleanup option over lower ranked alternatives. Ecology's adjusted rankings of the various cleanup alternatives and the average ranking for Alternatives 4 is the highest ranked alternative. See the revised DCA rankings in Table 3-1. Ecology prefers Alternative 4 because it has the highest ranking and is more protective and permanent cleanup option and would likely have a shorter restoration timeframe.

4.2 Groundwater Compliance Monitoring

There are three types of compliance monitoring: protection, performance, and confirmational.

Protection monitoring is designed to protect human health and the environment during the construction and operation and maintenance phases of the cleanup action. Performance monitoring confirms that the cleanup action has met cleanup and/or performance standards. Confirmational monitoring confirms the long-term effectiveness of the cleanup action once cleanup standards have been met or other performance standards have been attained. A long-term performance groundwater-monitoring plan is required for this site to track contamination levels and confirm effectiveness of the cleanup action.

4.2.1 New Well Installation

The vertical extent of contamination in the LWBZ has not been adequately evaluated. Ecology is requiring the drilling of at least three soil borings and installation of groundwater monitoring wells into the sandy gravel portion of the LWBZ beneath the Site to sample and analyze groundwater from these wells for VOCs. A monitoring well installation plan for the LWBZ is a required part of the Engineering Design Report (EDR) deliverable for this CAP.

The borings will be advanced using telescoping casing methodology to prevent drag down of contamination from the UWBZ into the LWBZ. The exact locations and monitoring well design will be worked out with Ecology during the remedial design but well configuration will allow determination of groundwater flow direction in the LWBZ. The wellhead elevations will be surveyed to tie in with existing Site monitoring well network.

4.2.2 Groundwater Sampling Plan

A groundwater-monitoring plan is a required part of the Engineering Design Report. Park Laundry Site (see Figure 1-2) monitoring wells are located in a residential upland area of Ridgefield between North 3rd and Railroad Avenues and Division and Pioneer Streets. The monitoring plan will include the sampling schedule for the new LWBZ wells. In addition, three other wells where contamination from the Park Site have been detected, MW-29D, MW-47D, and MW-46D, are located on Port property to the west of the residential area. Ecology requires these three wells be added to the Park Site groundwater-monitoring plan. This will require access be worked out with the Port for sampling and reporting the results. Conducting a baseline-sampling event is required before any remedial activity is attempted. Use the data from the baseline event as the starting concentration to compare all subsequent analytical results and track cleanup progress.

The number of wells proposed in the FS sampling was 11. The CAP requires sampling of 19 wells including the addition of the three wells located on the Port property and the new LWBZ wells. Upland and Port wells are screened in the UWBZ. Compliance sampling event wells include MW02, MW03, MW04, MW05, MW06, MW07, MW09, MW10, MW11, MW13, MW15, MW16, MW20, MW-29D, MW-46D, and MW-47D. Analytical results from monitoring wells MW08, MW14, MW17, MW18, and MW19 contaminant levels are below CULs for four consecutive monitoring events and are omitted from further sampling. Performance monitoring to check plume status would be at wells MW03, MW04, MW05, and MW13. Sample analysis will be for PCE and its possible degradation products (e.g., TCE, 1,1-DCE, cis-1,2-DCE, trans-1,2-DCE, and VC; see analytes on Table 2-1).

4.2.3 Restoration Progress

Contingency actions will be implemented if performance monitoring data indicates that the cleanup is not on track to achieve the objectives of the cleanup action within the estimated restoration timeframe. Data trends will be reported annually including trend analysis and extrapolation of

concentrations over time from wells downgradient from the Source Area to wells at the Lake River shore. Should contaminant levels in groundwater stagnate or increase another Source Area groundwater *in situ* treatment sequence will be required.

4.3 Institutional Controls

It is possible that PCE and its breakdown products will remain in Source Area soil and/or groundwater above CULs set forth in this document after completion of the cleanup actions. If that is the case, an Environmental Covenant (EC) will be required for those properties. The purpose of ICs is to assure both the continued protection of human health and the environment by restricting access to remaining contaminated media while VOCs degrade in response to cleanup actions and monitored natural attenuation.

The EC will prohibit groundwater use at the Source Area for irrigation, potable drinking water, or any use involving human contact. A vapor barrier or control system (or other Ecology-approved approach) will be required for any building constructed over areas where VOCs are present in the subsurface exceeding MTCA vapor intrusion screening levels on the Property and Source Area. Groundwater use prohibition will remain in-place until soil and groundwater CULs have been met. The potentially liable persons (PLP) will incorporate these restrictions into a draft EC for Ecology's review and approval. Assessment may be undertaken periodically to determine whether continuation of ICs is required.

4.4 Point of Compliance

For soil CULs protective of groundwater that is protective of surface water the POC shall be established in the soils throughout the Site.

The POC for groundwater is throughout the site from the uppermost level of the saturated zone extending vertically to the lowest most depth which is known to be affected by the Site (WAC 173-340-720[8] [b]). Groundwater sampling results from the new LWBZ monitoring wells will indicate if that unit is included in the Site POC.

The POC for surface water is the point or points at which hazardous substances are released to the surface water body. For this Site, where hazardous substances are potentially released to surface water as a result of groundwater flow, no mixing zone is allowed to demonstrate compliance with surface water CULs.

4.5 Restoration Timeframe

The cleanup action has a reasonable restoration timeframe based on the following factors:

- The restoration timeframe varies across the Site but is estimated at approximately 20 years as calculated from PCE degradation rates in groundwater samples from Site monitoring wells dating back to 2011.

- The potential risks to human health and the environment posed by the Site are direct contact with impacted soil or groundwater and inhalation of vapors from the groundwater in close proximity to the Source Area. These potential exposures will be addressed by excavating soil to 15 feet bgs, Source Area dewatering, and *in situ* groundwater remediation.
- The selected alternative will achieve a more reasonable restoration timeframe because it will employ active source cleanup versus leaving all or some Source Area contamination in place and undisturbed.
- The present use of the Property/Source Area parcels are gravel covered parking lots. The proposed use will be for retail or commercial development and will not be affected by contamination from the Site following cleanup actions and use of ICs.
- The FS determined the costs, practicality, and implementability for a cleanup method with a shorter restoration timeframe are disproportionate to the benefits achieved by a cleanup alternative of lower costs. This in particular applies for active cleanup along the entire plume length.
- ICs to be put in place at the Source Area are effective and reliable. See section 4.4 for specifics.
- The plume extent is defined and is not spreading. Sampling data indicates groundwater contaminant levels are decreasing naturally.
- Long-term groundwater monitoring will be conducted to assess the stability, decrease, or increase of concentrations in groundwater and presence of natural attenuation.
- A municipal drinking water source is available and there is no need for development of domestic water supply.
- The implementation, for both excavation and dewatering and injections, is estimated to take a few months.

4.6 Schedule for Cleanup Action Implementation

A schedule of actions and deliverables can be seen on the Consent Decree Exhibit C. Cleanup implementation will begin as described in the final EDR. The EDR will include groundwater monitoring and LWBZ well installation plans. The EDR will be due to Ecology 120 calendar days following the effective date of the Consent Decree. A baseline groundwater-sampling event is needed before any remedial action is initiated and should start within 30 days of receiving Ecology approval of the EDR. Remedial action fieldwork should start within 45 days following the baseline groundwater-sampling event. A Remedial Action Completion Report will be due 90 days following the end of the Source Area cleanup efforts. Ecology would like to be apprised of the groundwater sampling results and is requiring sampling completion memos including tabulated depth-to-water measurements and water quality results be submitted 60 days following each groundwater sampling event. An annual groundwater sampling report is due each year 90 calendar days after the last sampling event of the year. This report will include tabulated depth-to-water measurements, water quality results, groundwater concentration trend plots and extrapolations for the year, and copies of all laboratory analytical reports.

4.7 Public Participation

Public notice and opportunity for comment on the draft CAP will be provided as required in WAC 173-340-600(14). After review and consideration of the comments received during the public comment period, a final CAP will be issued, with its availability published in the Site Register and the local newspaper(s).

REFERENCES

Clark County GIS. 2016. Maps online, property and lands information records.
<http://gis.clark.wa.gov/mapsonline/> (accessed January 15, 2016).

Ecology. 2013. Consent Decree. Pacific Wood Treating Company Site (or Lake River Industrial Site). July 25.

Ecology. 2019. Electronic mail (re: Park Laundry, Ridgefield—documenting discussion at May 9, 2019, meeting between C. Rankine [Ecology] and J. Maul and M. D’Andrea [MFA]) to J. Maul and M. D’Andrea, Maul Foster & Alongi, Inc., from C. Rankine, Washington State Department of Ecology. June 11.

MFA. 2010a. Remedial Investigation Work Plan, former Park Laundry. Prepared for Union Ridge Investment Company. Maul Foster & Alongi, Inc. January 21.

MFA. 2010b. Letter (Re: Draft Supplemental Soil Gas Sampling Work Plan for Former Park Laundry Site, 122 North Main Avenue, Ridgefield, Washington) to G. Barrett, Washington State Department of Ecology, from M. Gibson and J. Maul, Maul Foster & Alongi, Inc. February 25.

MFA. 2010c. Memorandum (Re: Data Submittal for March 2010 Site Investigation at the Union Ridge Investment Company Property in Ridgefield, Washington) to G. Barrett, Washington State Department of Ecology, from M. Gibson, Maul Foster & Alongi, Inc. June 29.

MFA. 2011a. Letter (Re: Remedial Investigation Work Plan Addendum for Former Park Laundry Site, 122 North Main Avenue, Ridgefield, Washington) to G. Barrett, Washington State Department of Ecology, from M. D’Andrea, Maul Foster & Alongi, Inc. April 5.

MFA. 2011b. Letter (Re: Data Submittal for Former Park Laundry Property, Ridgefield, Washington) to G. Barrett, Washington State Department of Ecology, from M. D’Andrea, Maul Foster & Alongi, Inc. August 29.

MFA. 2012. Letter (Re: Draft Supplemental Indoor Air Sampling Work Plan for Former Park Laundry Site—Agreed Order DE 6829) to G. Barrett, Washington State Department of Ecology, from W. Beadie and J. Maul, Maul Foster & Alongi, Inc. September 26.

MFA. 2014. Letter (Re: Former Park Laundry [Cleanup Site ID 4099] Remedial Investigation Work Plan Addendum) to C. Rankine, Washington State Department of Ecology, from M. D’Andrea and J. Maul, Maul Foster & Alongi, Inc. July 31.

MFA. 2019. Remedial Investigation and Feasibility Study Report, former Park Laundry, Washington State Department of Ecology Agreed Order No. DE 6829. Maul Foster & Alongi, Inc., Vancouver, Washington. July 11.

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TABLES



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Table 2-1
Park Laundry Cleanup Levels

CAS Number	Analyte	Groundwater CUL Potable Ingestion (ug/L)		Fresh Surface Water CUL (ug/L)		Minimum Groundwater CUL (ug/L)		Soil CUL Direct Contact (mg/kg)		Soil CUL Protection of Groundwater (unsaturated) (mg/kg)		Soil CUL Protection of Groundwater (saturated) (mg/kg)		Final Groundwater CUL (ug/L)		Final Soil CUL Protective of GW (mg/kg)	
127-18-4	PCE	5	A	4.9	C	4.9	C	480	A	0.049	F	0.0027	F	4.9	C	0.049/0.005	H
79-01-6	TCE	4	B	0.38	C	0.38	C	12	A	0.0024	F	0.00014	F	0.38	C	0.005	I
75-35-4	1,1-DCE	7	A	300	D	7	A	4000	A	0.046	G	0.0025	G	7	A	0.046/0.005	J
156-59-2	cis-1,2-DCE	16	B	3300	E	16	B	160	A	0.079	G	0.0052	G	16	B	0.079/0.005 2	K
156-60-5	trans-1,2-DCE	100	A	100	D	100	A, D	1600	A	0.52	G	0.032	G	100	A, D	0.52/0.032	L
75-01-4	VC	0.29	B	0.02	C	0.02	C	0.67	A	0.00012	F	6.2E-06	F	1	M	0.005	I

Notes:

CAS = Chemical Abstract Services chemical registry number

CUL = cleanup level

GW = groundwater

mg/kg = milligram per kilogram

ug/L = microgram per liter

Eq. = equation

BCF = biocentrations factor

PCE = tetrachloroethene

TCE = trichloroethene

1,1-DCE = 1,1-dichloroethene

cis-1,2-DCE = cis-1,2-dichloroethene

trans-1,2-DCE = trans-1,2-dichloroethene

VC = vinyl chloride

A = MTCA Method B soil or groundwater cleanup level is based on the state/federal Maximum Contaminant Levels (MCLs).

B = Adjusted Environmental Protection Agency (EPA)/State MCL to a 1E-05 risk level or a hazard quotient of 1.

C = Human Health Fresh Water 173-201A Washington Administrative Code (WAC).

D = Human Health Fresh Water Clean Water Act 304.

E = MTCA Method B Surface Water Human Health level based on noncancer effects (MTCA Eq. 730-1). The BCF for trans-1,2-DCE was used for cis-1,2-DCE as these are similar chemicals.

F = MTCA Method B Eq. 747-1 selected soil CUL for unsaturated or saturated conditions is based on protection of groundwater to surface water.

G = MTCA Method B Eq. 747-1 selected soil CUL for unsaturated or saturated conditions is based on protection of potable groundwater and groundwater to surface water.

H = Selected soil CUL for unsaturated (0.049) or saturated conditions (0.005 - adjusted to Practical Quantitation Level [PQL]) is based on protection of groundwater to surface water.

I = Selected soil CUL for unsaturated or saturated (both adjusted to PQL of 0.005) conditions is based on protection of groundwater to surface water.

J = Selected soil CUL for unsaturated (0.046) or saturated (0.005 - adjusted to PQL) conditions is based on protection of potable water.

K = Selected soil CUL for unsaturated (0.079) or saturated (0.0052) conditions is based on protection of potable water.

L = Selected soil CUL for unsaturated (0.52) or saturated (0.032) conditions is based on protection of potable water and groundwater to surface water.

M = Human Health Fresh Water 173-201A WAC, adjusted to PQL of 1.

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Table 3-1
Disproportionate-Cost Analysis
Former Park Laundry
Union Ridge Investment Company
Ridgefield, Washington

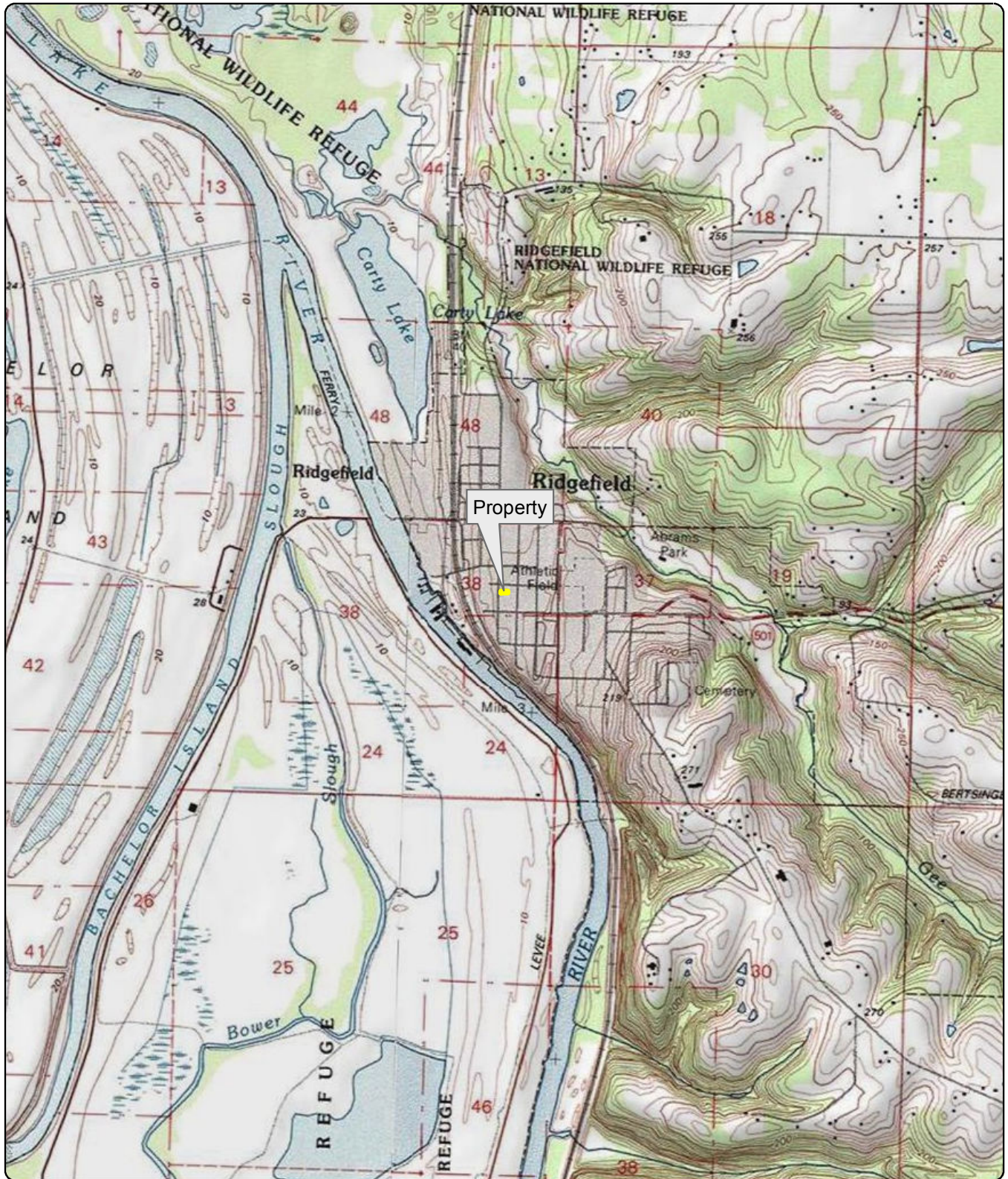
Alternative	Description	Protectiveness	Permanence	Long-Term Effectiveness	Management of Short-Term Risks	Implementability	Average	Public Concerns
Alternative 1	No Action	--						
Alternative 2	Soil Removal to 15'	2/2	2/2	2/2	3/3.2	4/4.5	2.6/2.7	NR
Alternative 3	Soil Removal to 6', Focused Groundwater Remediation	4/3.4	3/3	3/3	5/3.5	5/4.4	4/3.5	NR
Alternative 4	Soil Removal to 15', Focused Groundwater Remediation	4/3.6	3.5/3.5	3.5/3.5	2.5/3.0	4/4.3	3.5/3.58	NR
Alternative 5	Soil Removal to 6', Expanded Groundwater Remediation	4/3.7	3.5/3.7	3.5/3.5	2.5/2.5	3/3	3.3/3.28	NR
Alternative 6	Soil Removal to 15', Expanded Groundwater Remediation	4/3.9	4/4	4/4	2/2	2/2	3.2/3.18	NR
Alternative 7	Soil Removal to 15', Complete Groundwater Remediation	4/4	5/5	5/5	1/1	1/1	3.2/3.2	NR
NOTES: Ranking values = 1: lowest; 5: highest 2/2 = Original Remedial Investigation/Feasibility Study ranking/Ecology revised ranking. NR = No ranking								

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FIGURES



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Property Address: Pioneer St & Main St, Ridgefield,
Clark County, Washington
Source: US Geological Survey (1990) 7.5-minute
topographic quadrangle: Ridgefield
DLC 38/Section 24, Township 4 North, Range 1 West



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0 1,000 2,000
Feet



**Figure 1-1
Property Location**

Former Park Laundry
City of Ridgefield, Washington

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Figure 1-2
Park Laundry Site,
Geologic Cross Section
and Monitoring Well
Locations

Former Park Laundry
City of Ridgefield,
Washington

Legend

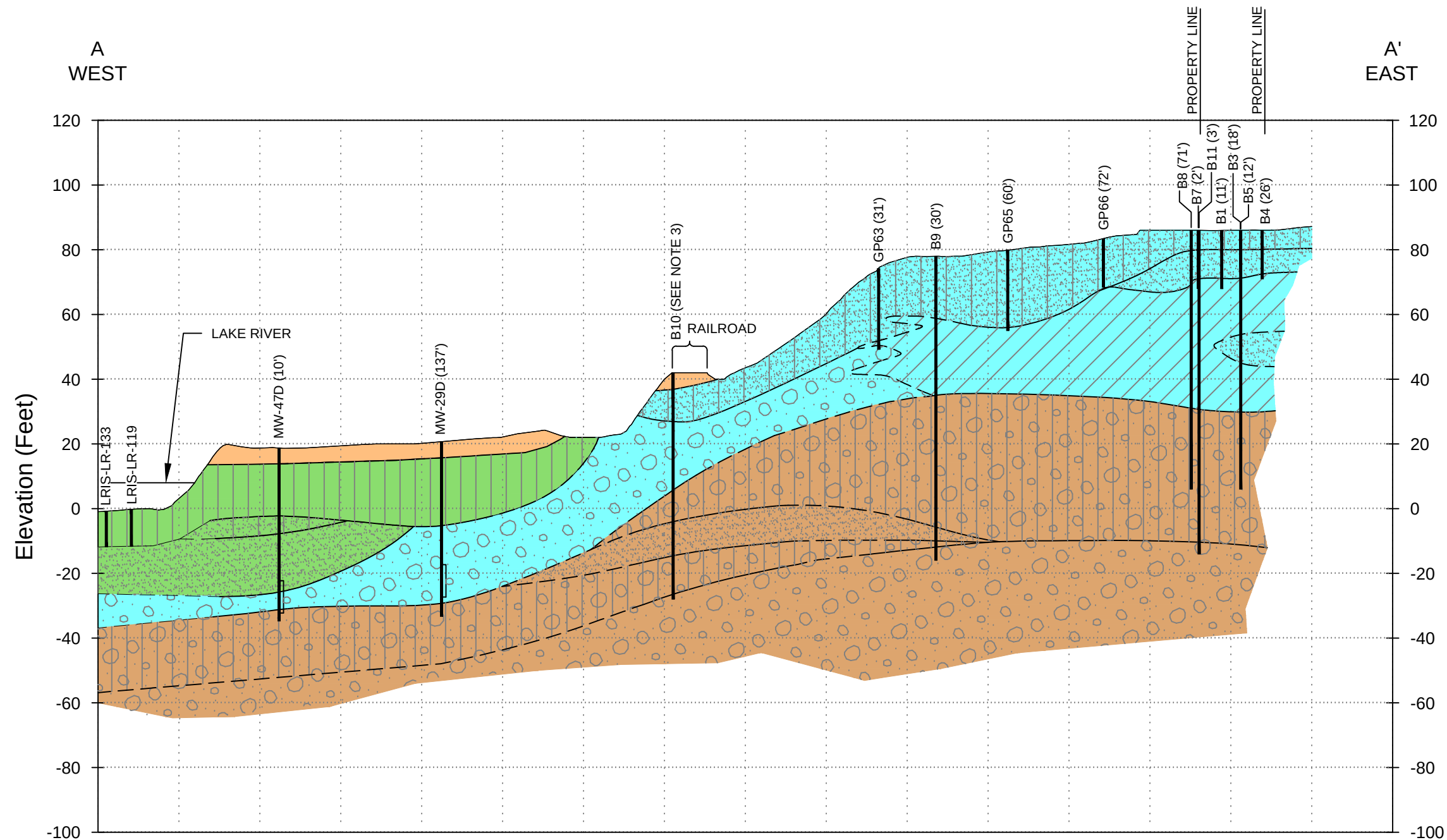
- Park Laundry Monitoring Well
- Port of Ridgefield Monitoring Well
- Property Boundary
- Estimated Site Boundary
- Source Area Boundary
- Cross Section

0 100 200
Feet

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Figure 2-1
Generalized Geologic
Cross Section

Former Park Laundry
City of Ridgefield, Washington



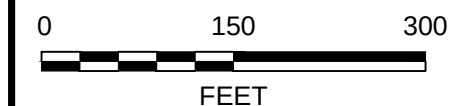
PROFILE VIEW OF SECTION
HORIZONTAL SCALE: 1" = 150' VERTICAL SCALE: 1" = 38'
VERTICAL EXAGGERATION: 4

LEGEND:

- FILL
- HOLOCENE (ALLUVIUM)
 - SILT
 - SAND
 - SILTY SAND
- PLEISTOCENE (ALLUVIUM)
 - SAND (UPPER WBZ)
 - SILTY SAND
 - CLAY (AQUITARD)
 - SANDY GRAVEL (UPPER WBZ)
- TERTIARY (UPPER TROUTDALE)
 - SILTY GRAVEL (AQUITARD)
 - SANDY GRAVEL (LOWER WBZ)
 - SAND
- LITHOLOGIC CONTACT
- INFERRED LITHOLOGIC CONTACT

NOTES:

1. Borings and Wells are projected perpendicular the cross section line. Distances in feet are projected from the cross-section line and are shown in parentheses.
2. Actual location of B10 is just east of the railroad although it is shown to the west because of projection.
3. WBZ = Water Bearing Zone.



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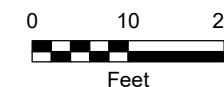
**Figure 2-2
PCE Concentrations
in Soil (0-15 ft bgs)**

Former Park Laundry
City of Ridgefield, Washington

Legend

-  Boring Location
-  Surface (0.5 ft bgs) Exceedance
-  Mid-Depth (5 ft bgs) Exceedance
-  Deep (> 12 ft bgs) Exceedance
-  Property Boundary

- Notes:**
1. An exceedance is defined as a concentration in excess of the MTCA Method A cleanup level.
MTCA Method A = 50 ug/kg.
 2. PCE = tetrachloroethene.
 3. ft bgs = feet below ground surface.
 4. MTCA = Model Toxics Control Act.
 5. ug/kg = micrograms per kilogram.



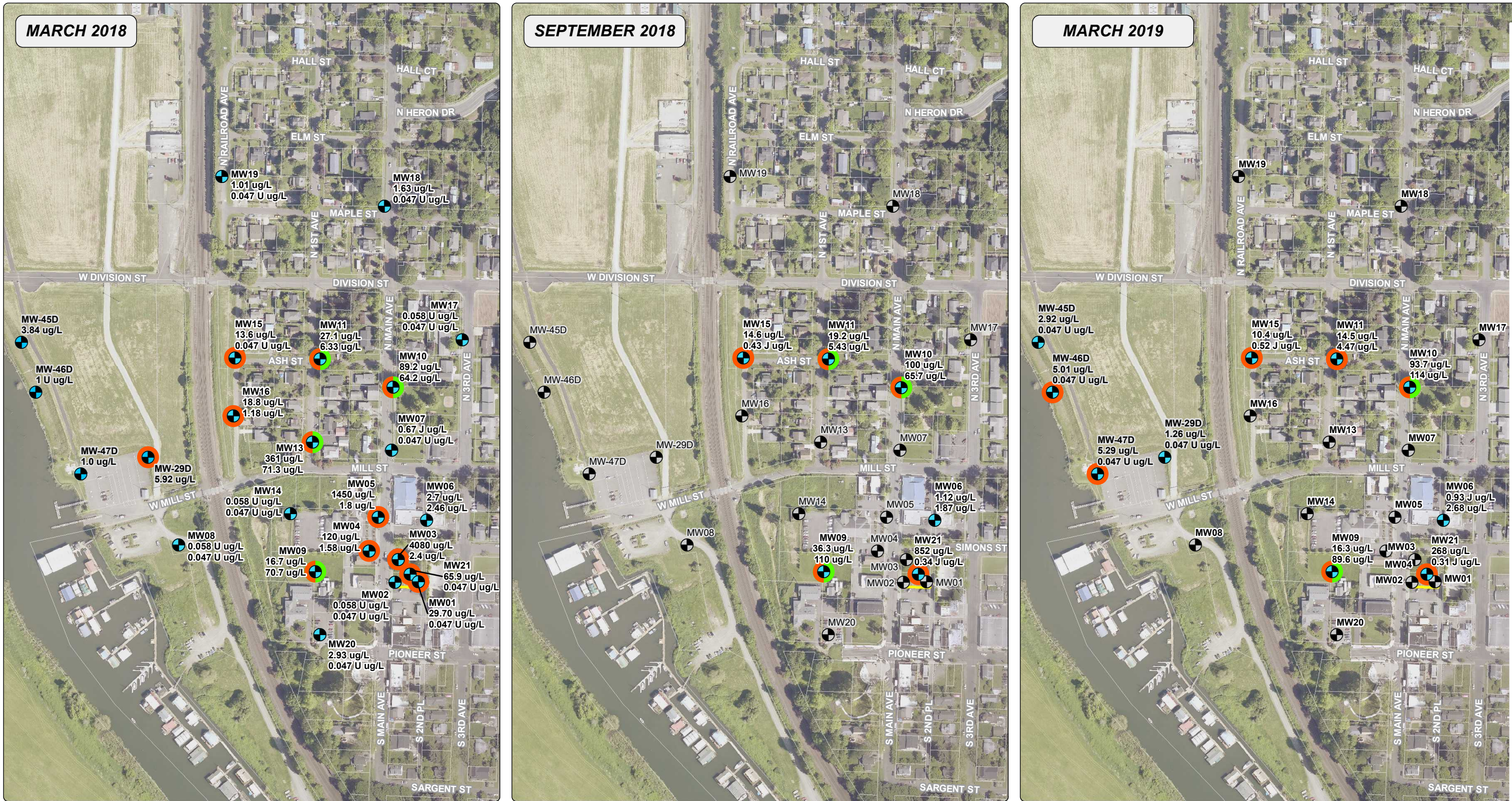
Source: Aerial photograph (2014) obtained from Clark County, Washington



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Path: X:\8006.31\Projects\06_2018_Groundwater_Monitoring\Fig2_PCE_TCE_Mar_Sep_2018_Mar_2019.mxd
Approved By: A. Vidourek
Print Date: 7/17/2019
Produced By: aguse
Project: 8006.31.06



Source: Aerial photograph (2014) and taxlots (2016) obtained from Clark County GIS.

Notes:

1. Park Laundry monitoring well locations were sampled March 19, 2018; September 12, 2018; and March 11, 2019.
2. When duplicate samples are present, the highest value between the primary and duplicate sample is shown on the figure.
3. Port of Ridgefield wells on March 2018 figure were sampled in January 2018.
4. Port of Ridgefield wells on March 2019 figure were sampled in March 2019.
5. J = estimated concentration.

6. MTCA = Model Toxics Control Act.
7. NS = not sampled.
8. PCE = Tetrachloroethene.
9. TCE = Trichloroethene.
10. U = not detected at or above the reporting limit.
11. ug/L = micrograms per liter.

Legend

Scheduled Monitoring Well Sample Location (with monitoring results from March 2018, September 2018, and March 2019)

MW10 - Well ID
89.2 ug/L - PCE concentration
64.2 ug/L - TCE concentration

Monitoring Well Location Not Sampled

MTCA Method A

- PCE Exceedance (>5 ug/L)
- TCE Exceedance (>5 ug/L)
- PCE & TCE Exceedance (Both >5 ug/L)
- Property Boundary
- Clark County Taxlots

**Figure 2-
Monitoring Result:
March and September 2018 and March 2019**

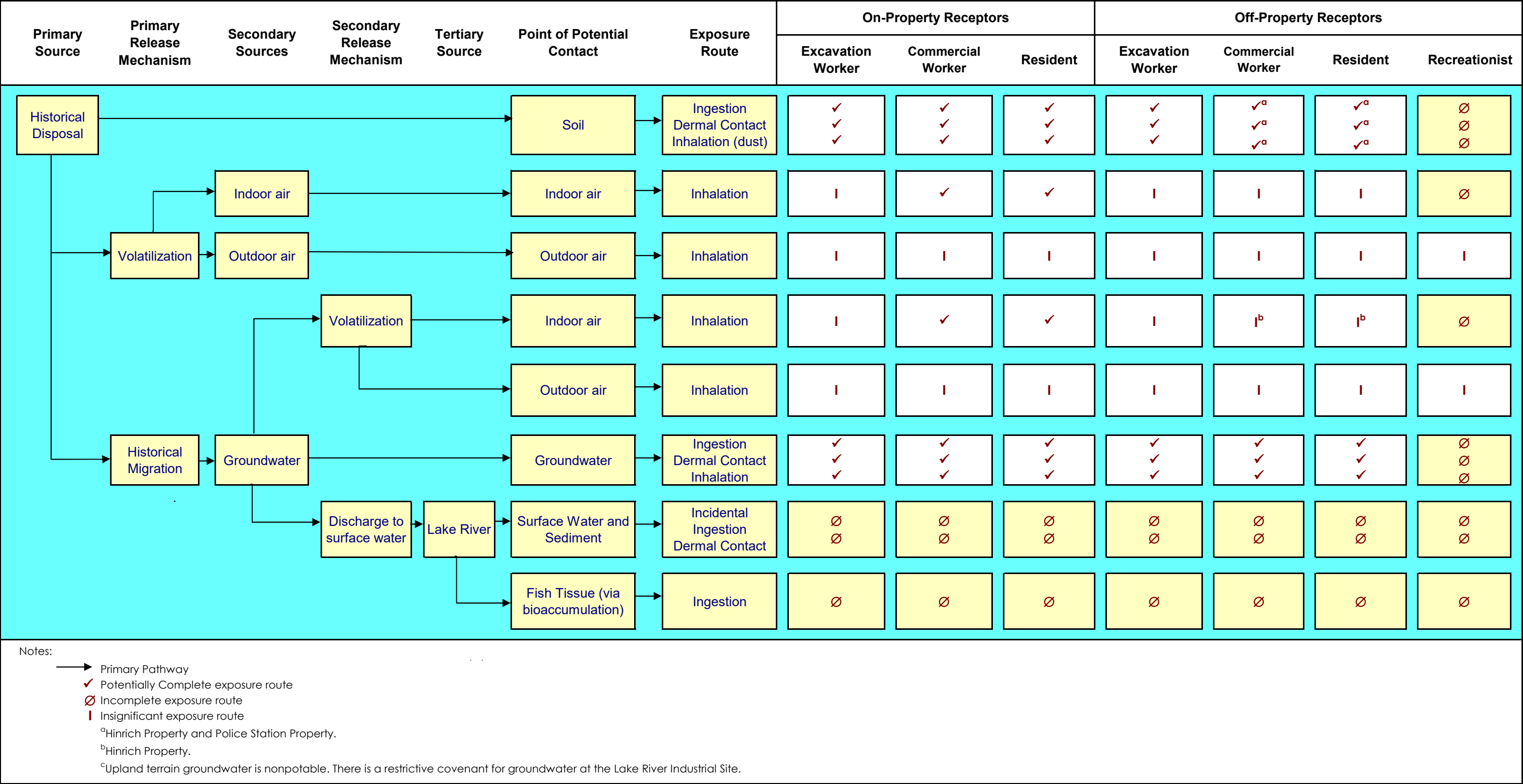
Former Park Laundry Site
City of Ridgefield, Washington

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Feet

Packet Pg. 138

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Figure 2-4
Conceptual Site Model of
Potential Human Exposure Pathways
Former Park Laundry
City of Ridgefield, Washington



Attachment: ParkLaundry_CD_ExhibitC (MOU with Dept of Ecology to Consent Decree)

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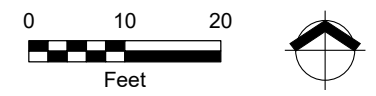
**Figure 4-1
Cleanup Action**
Former Park Laundry
City of Ridgefield, Washington



Legend

- Monitoring Well
- Boring Location
- Surface (0.5 ft bgs) Exceedances
- Mid-Depth (5 ft bgs) Exceedances
- Deep (> 12 ft bgs) Exceedances
- 3' Proposed Excavation
- 6' Proposed Excavation
- 15' Proposed Excavation
- Focused Injections
- Property Boundary

Notes:
Exceedance is defined as a PCE concentration in soil within the top 15 feet in excess of MTCA Method A criteria.
ft bgs = feet below ground surface.
MTCA = Model Toxics Control Act.
PCE = tetrachloroethene.



Source: Aerial photograph (2014) obtained from Clark County, Washington

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This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Attachment: ParkLaundry_CD_ExhibitC (MOU with Dept of Ecology to Consent Decree)

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EXHIBIT D**Cleanup Action Plan for the Park Laundry Site****SCHEDULE OF DELIVERABLES**

The schedule for project work and deliverables described in the Cleanup Action Plan is presented below. If the date for submission of any item or notification required by this Schedule of Deliverables occurs on a weekend, state or federal holiday, the date for submission of that item or notification is extended to the next business day following the weekend or holiday. Where a deliverable due date is triggered by Ecology notification, comments or approval, the starting date for the period shown is the date the City received such notification, comments or approval by certified mail, return receipt requested or by e-mail, unless otherwise noted below. Where triggered by Ecology receipt of a deliverable, the starting date for the period shown is the date Ecology receives the deliverable by certified mail, return receipt requested, by e-mail or the date of Ecology signature on a hand-delivery form.

Deliverables	Completion Times
Engineering Design Report (EDR) including Groundwater Monitoring and Lower Water-Bearing Zone Well Installation Plans	120 calendar days following the effective date of the Consent Decree
Baseline Groundwater Sampling Event	Can start no later than 30 days after Ecology approval of the EDR
Start Fieldwork	Can start no later than 45 days after conducting Baseline Groundwater Sampling Event
Submit Remedial Action Completion Report	90 calendar days after completing soil removal
Submit Results of Groundwater Sampling Events	60 calendar days following each groundwater sampling event
Submit Annual Groundwater Sampling Event	90 calendar days following last sampling event of the year

Downtown Brownfields Planning and Revitalization Project

Attachment: Ridgefield report (MOU with Dept of Ecology to Consent Decree)



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January 21, 2016

City of Ridgefield, Washington

Packet Pg. 145

Thank you to our stakeholders



Steve Stuart
Jeff Niten



Nathan McCann

Consultant Team:

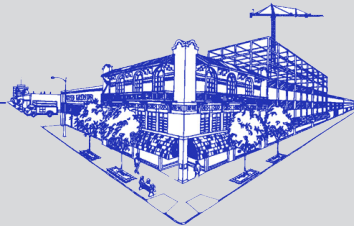


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**E. D. Hovee
& Company, LLC**

Economic and Development Services

RMC ARCHITECTS



STRATEGIC PLANNING WORKSHOP

- Steve Stuart, City of Ridgefield
- Jeff Niten, City of Ridgefield
- Robert Liberty, Portland State University
- Eric Hovee, E.D. Hovee & Associates
- Christopher Lapp, US Fish & Wildlife
- Scott Fraser, Kidder Matthews
- Jeff McClure, RMC Architects
- Nathan McCann, Ridgefield School District
- Frank Shuman, Ridgefield Main Street
- David Copenhaver, Developer
- Brent Grening, Port of Ridgefield
- Eric Eisemann, E2 Land Use
- Kent Landerholm, Landerholm & Associates
- Elizabeth Decker, Jet Planning
- Nancy Tessman, Clark Regional Library
- Paul Lewis, Ridgefield Main Street
- Jim Darling, MFA
- Jim Maul, MFA
- Justin Clary, MFA
- Seth Otto, MFA

INTERVIEWS

- Gail Alexander, Business Owner
- Barb Blystone, Business Owner
- Brent Grening, Port of Ridgefield Executive Director
- Judy Hinz, Member of Ridgefield Main Street Program
- Kent Landerholm, Business Owner
- Chris Lapp, Ridgefield National Wildlife Refuge Complex Manager (includes Steigerwald and Columbia River Gorge Refuges)
- Eric Anderson, Ridgefield National Wildlife Refuge Manager
- Steve Stewart, Ridgefield City Manager
- Dave Taylor, City Council Member

***This report was generously
funded by an Integrated
Planning Grant***



DEPARTMENT OF
ECOLOGY
State of Washington

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Executive Summary

In 2014, the City of Ridgefield and the Ridgefield School District (RSD) initiated a planning and environmental site assessment project to evaluate the redevelopment potential for three known brownfield properties in downtown Ridgefield. This report summarizes the analysis completed by Maul Foster & Alongi, Inc. (MFA) for Ridgefield and RSD. The project was funded through a Washington State Department of Ecology (Ecology) Integrated Planning Grant (IPG). Ridgefield will be using elements from this study and report to prepare a downtown subarea plan.

This inquiry has been driven by several fundamental questions:

- What are the opportunities and constraints associated with the Brownfield properties in Downtown and what are the options available to Ridgefield to support redevelopment of these properties?
- What are the conditions in the historical downtown that support or hinder redevelopment of the brownfield sites and economic development in general?
- What policies and future actions have the most potential to support a thriving downtown and accelerate the redevelopment of the brownfield properties?

Summary of Principle Findings:

- Downtown is on the cusp of potentially significant change that is being brought by rapid population growth and a steady increase in economic development within the city limits. The economics of the downtown core could be adversely impacted by planned development east of downtown (e.g., 45th Avenue and Pioneer and Ridgefield Junction).
- The brownfield properties studied in the project can support downtown revitalization. The properties are not likely to be redeveloped in a private sector/market driven scenario and will require public investment to make redevelopment financially feasible.
- Future development and job creation on the Ridgefield

waterfront will contribute substantially to determining the future character and success of the historical downtown core area.

- Public investment in these properties could provide substantial economic benefits to the downtown area and is likely the only way these properties will be cleaned up and redeveloped.
- There are steps that the City of Ridgefield and its partners can take to promote redevelopment in the historical downtown and help balance the intense development expected in other parts of the city and support a thriving and sustainable Downtown.

Resources

New work completed as a part of this IPG include:

- Market Study, E.D. Hovee (September 2014).
- Ridgefield Bus Barn Building, RMC Architects (March 2015)
- Feasibility and Impact Study, E.D. Hovee (May 2015).
- Stakeholder Interview Summary, MFA, (May 2015).
- Environmental Assessments for Focus Properties, MFA, (June 2015).

Previous planning documents:

- City of Ridgefield 2013 Comprehensive Plan Update, 2013.
- Ridgefield Downtown/Waterfront Integration Project – Action Plan (DWIP), 2011.
- Preserving Downtown Ridgefield, 2010.
- City of Ridgefield General Facilities Capital Facilities Plan, 2008.
- City of Ridgefield: 14 Essential Guidelines for Downtown Ridgefield, 2004.

Introduction

The City of Ridgefield continues to direct its future and protect the character of the community while enhancing the possibilities for new development. For purposes of this report and future planning, the definition of “Downtown” Ridgefield encompasses the historical core business district near the intersection of Main Avenue and Pioneer Street, the cleaned-up Lake River waterfront that is owned by the Port of Ridgefield (Port), and residential areas to the north and south (see Figure 1). In 2011, Ridgefield finalized the Ridgefield Downtown/Waterfront Integration Project—Action Plan (Downtown Action Plan), which developed a shared vision and a coordinated set of planning goals, priority actions, and projects for Downtown (<http://www.ci.ridgefield.wa.us/cd/page/long-range-planning>).

Downtown is a popular regional destination for residents of the greater Portland/Vancouver metro area and beyond. The Ridgefield National Wildlife Refuge (Refuge) offers world-class wildlife viewing and outdoor experiences, including natural history programs at the Chinookan plankhouse and popular auto tour route and receives between 100 and 200 thousand visits a

year. Ridgefield also attracts large numbers of boaters wanting to access the Columbia River system and is known to bicyclists because of its location on a regionally designated bicycle route. Many people visit Ridgefield because of its charming “Main Street” appeal and its numerous community events, such as the traditional 4th of July celebration, BirdFest, Heritage Days, and Hometown Celebration. The Ridgefield Main Street Program is actively promoting opportunities for businesses downtown and adding numerous downtown events to attract visitors to the community.

This project supports implementation of the Downtown Action Plan’s vision for a unified approach for Downtown development. It evaluates pathways to accelerate and distinguish the Downtown’s economy while preserving its unique character. Three Downtown properties with known or suspected environmental impacts were evaluated in terms of level of contamination and current market potential to determine readiness for redevelopment and what role, if any, Ridgefield should play in their cleanup.



Ridgefield National Wildlife Refuge attracts hundreds of visitors every year.

In addition to identifying the need to develop a plan to restore the Downtown brownfield properties, the Downtown Action Plan presented a broad agenda for the future of Ridgefield that had significant community input, support, and buy-in. This included:

- Recruit an environmental center on the waterfront and integrate the development of the waterfront with the existing Downtown, capitalizing on its intrinsic attributes (e.g., Confluence Project, universities, and other public and private investment partners).
- Continue to invest in civic and governmental entities to help preserve the Downtown's economic and social viability and promote private-sector investment.
- Create trails and pathways that connect the entire city with the Downtown and the Refuge.
- Continue to provide infrastructure that connects the existing Downtown to the waterfront and the Refuge.
- Maintain the "small town feel" and pedestrian-friendly environment.



Attachment: Ridgefield report (MOU with Dept of Ecology to Consent Decree)

Summary of Recommendations

Below is a summary of the recommendations for the City of Ridgefield based on the results of this process. A more detailed description of these recommendations is provided on page 17.

1. Ridgefield should support Downtown redevelopment by investing in infrastructure and putting in place a regulatory platform that encourages public/private sector partnerships and investment.

Provide access and connectivity within Downtown and among areas of interest in Ridgefield as well as reasons for people to want to linger in these areas (e.g. roads, sidewalks, and parks). Evaluate adjustments to regulations, including land use, density, and height standards that allow for flexible development opportunities. One of the best ways of addressing these issues is through a subarea plan, which the City is currently in the process of creating for Downtown.

2. Recognize the link between the development of the waterfront and the future success of Downtown.

The waterfront is not a simple piece of dirt. It should be treated as a unique opportunity because it is regionally significant. At the same time, there are other significant waterfront properties being developed in the region and the port and city will need to think strategically about how this property is positioned compared to other significant waterfront redevelopment projects in the region (Vancouver, Washougal, Willamette Falls, Portland, St Helens, etc).

3. Capitalize on Downtown's location near the Refuge and the Refuge's planned investments in trails and visitor amenities.

The Refuge is a major asset for Ridgefield. The facility draws in tens of thousands of visitors annually. The Refuge has recently been selected through a highly competitive national selection process to be a part of the Urban Refuge program, thereby receiving \$1 million annually for the next two years. The transition to an Urban Refuge magnifies the potential of the Refuge to be a significant driver of growth in Ridgefield and especially the Downtown area.

4. Support development of more housing and employment Downtown and invest in the redevelopment of specific properties in the Downtown core.

Some properties within the downtown core, such as the three focus properties, are unlikely to be transacted and/or redeveloped without public assistance. The City should explore options for either acquiring the properties that face this issue or implement incentives for developers to take on these properties. The City could also identify opportunities for property consolidation which could make development opportunities more flexible.

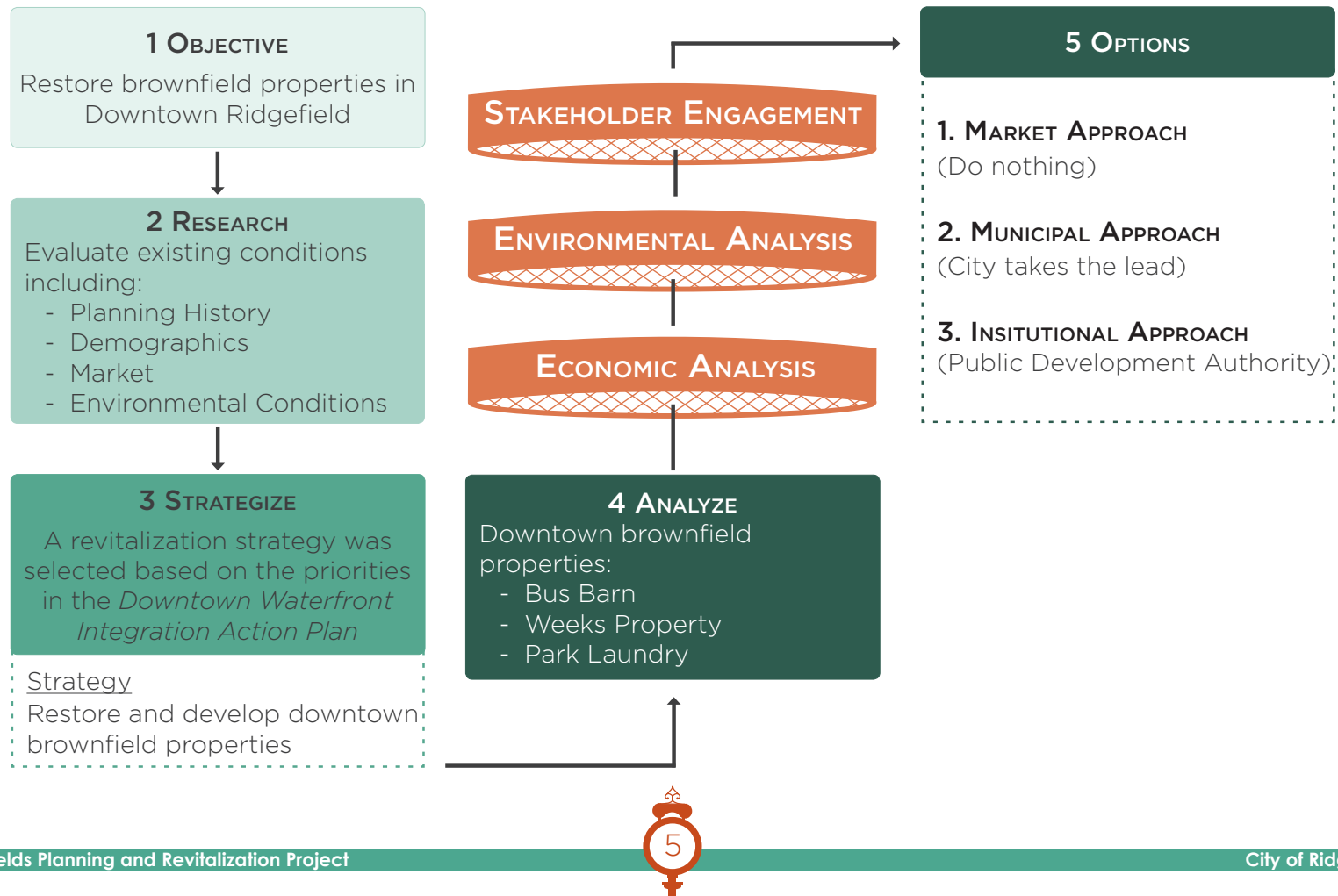
5. Evaluate the future land use implications from changes to Downtown uses of property owned by the RSD including the potential of the middle school moving out of Downtown and the re-use of the School District's maintenance facility

While it is important to start developing in Downtown, it is also important that the City maintain a careful balance of development types between Downtown and the satellite areas (the Junction and 45th and Pioneer). Each area has its own opportunities and constraints that make them best suited for certain types of development, and these should be identified as early as possible.

Purpose and Process

The purpose of this project was to identify steps to implement the Downtown Action Plan's vision for a unified approach for Downtown development and to determine what role cleanup of Downtown brownfields could play in helping to revitalize Downtown. The project's results provide a basis for Ridgefield's development of a Subarea Plan to guide future development in Downtown.

Ridgefield has completed an integrated work program, funded through an Ecology IPG that built on the Action Plan. The work included environmental due diligence, outreach to the local community, market feasibility studies to identify highest and best uses on the properties, and an overall assessment of the redevelopment challenges and opportunities. The project resulted in an implementation strategy that provides concrete, actionable steps for Ridgefield to pursue redevelopment of the properties and foster economic development in the Downtown.



Downtown Ridgfield

Overview

Downtown, as defined in this study, includes the business district near the intersection of Main Avenue and Pioneer Street, the Lake River waterfront, and residential areas to the north and south (see Figure 1). The borders are Lake River to the west and Gee Creek to the east. The northern border follows the zoning map's Waterfront Mixed Use (WMU) zone and the southern border approximates the earlier city limit and corresponds approximately to the entrance to the River S unit of the Refuge.

Downtown, as defined in this study, draws no distinction between the waterfront area, the corridor around Main Avenue and Pioneer Street, and the surrounding residential neighborhoods. The integration of these areas is critical to comprehensive long-range planning for a single Downtown identity. Ridgfield's land use zoning in the Downtown planning area (see Figure 2) reflects this intent with waterfront and commercial zones designed to facilitate integration of these areas. Outside the Downtown core, the zoning becomes residential and decreases in density requirements from a maximum of 32 dwelling units per acre in the Commercial Mixed Use and WMU zones to eight dwelling units per acre in the residential zones. The extent to which residential development will be a component of the waterfront remains unclear.

Figure 1. Downtown Study Area

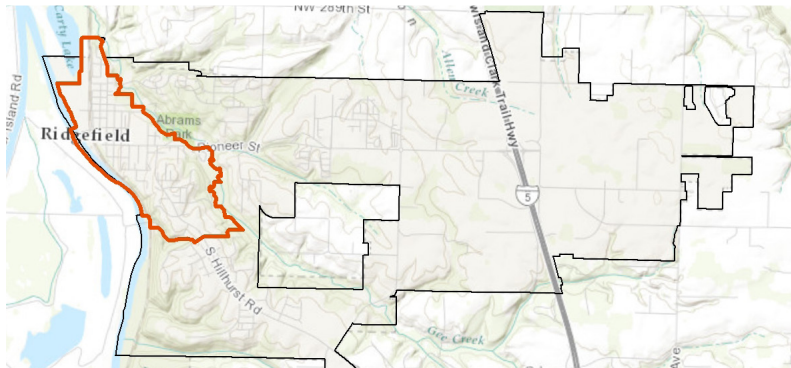
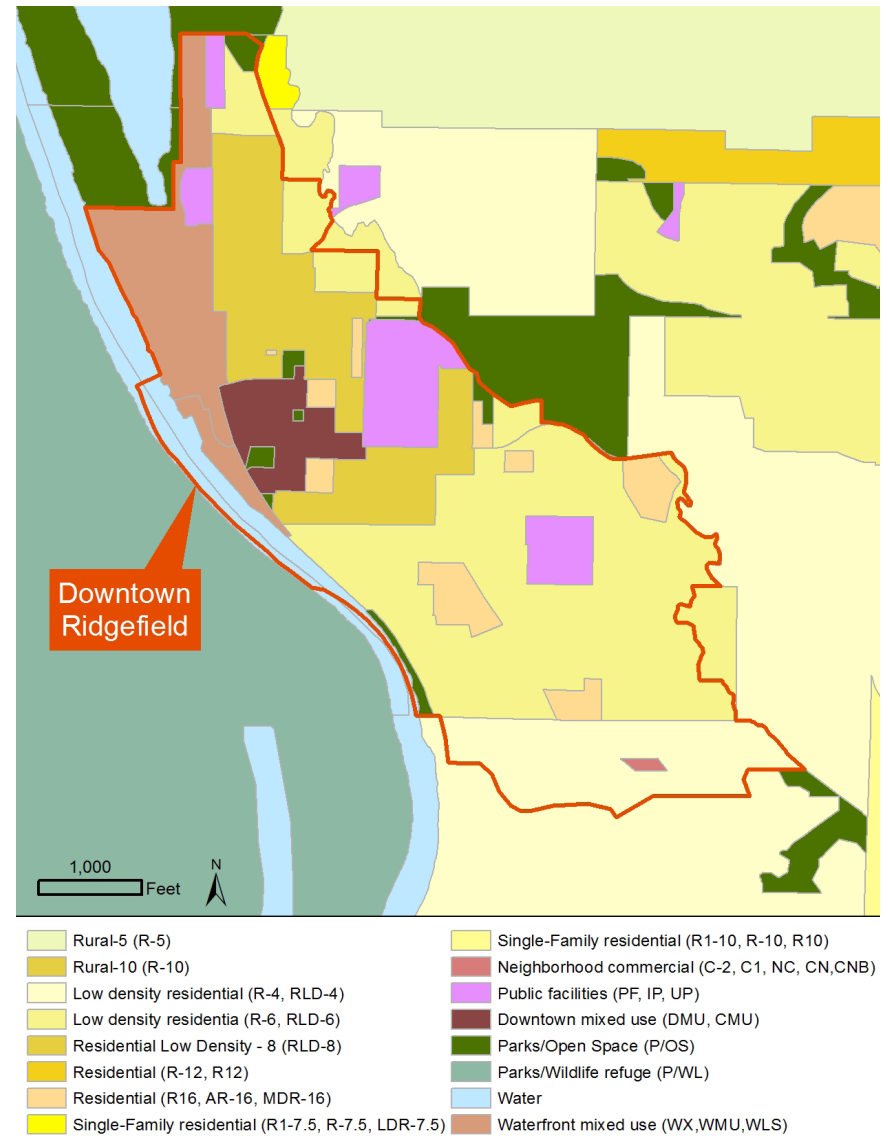


Figure 2. Downtown Area Zoning Designation



Planning History

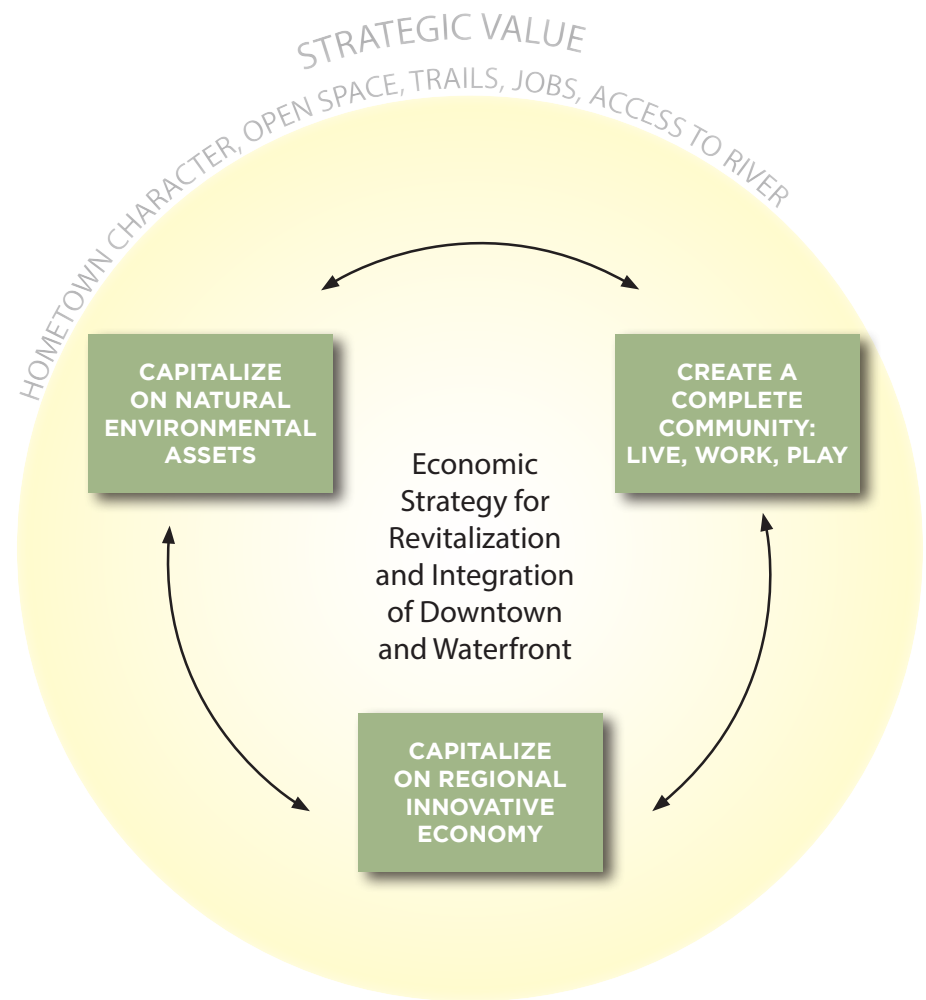
The City has developed plans and policies that guide the future of Downtown. The documents that have the most effect on future development in Downtown are listed as previous planning documents in the Executive Summary—Resources section on page 1 of this report. These documents were reviewed as part of the project analysis in order to identify priorities that had already been established for the development of Downtown. The major themes of these documents were:

- Population growth and a subsequent increase in development outside of the Downtown core are in Ridgefield's near future.
- Ridgefield must create opportunities for economic development in Downtown.
- Ridgefield strives to promote and provide stewardship of the natural environment and resources.
- There is a need to effectively provide infrastructure for access and connectivity.

The project team collaborated with several stakeholder groups to review the progress made on implementation of the Downtown Action Plan. It is clear that much has been accomplished since the Action Plan was completed. This is an important acknowledgment of Ridgefield's commitment to consistent planning for the Downtown. The status of these key actions is summarized in the Report Card (see Figure 4 on the next page).



Figure 3. Downtown Action Plan Strategic Values Diagram



Attachment: Ridgefield report (MOU with Dept of Ecology to Consent Decree)

Figure 4. Report Card of Downtown Action Plan

GENERAL RECOMMENDATIONS		LAND USE	
Capitalize on previous community success	↺↻	Encourage upper story residential development in the downtown and waterfront	✓
Orient Downtown business should be oriented toward services more than goods	↺↻	Focus downtown development: Main Avenue to 5th Avenue and Mill Street to Pioneer Street	▶
Clean up and redevelop downtown brownfield properties	▶	Encourage arts, cultural, and institutional uses in downtown core	↺↻
Improve Main Street as a focal point to assist in connecting the downtown and waterfront areas	▶	Implement the International Building Code for greater flexibility to utilize existing buildings	✓
Support the vision with investment in necessary public infrastructure	▶	Protect view sheds to the waterfront through identified view protection corridors	✓
Provide for pedestrian-friendly circulation and access	↺↻	Provide for appropriate building heights in downtown to maintain the “small town feel”	...
Maintain the community's quality of life with development efforts	▶	Implement design guidelines for the downtown area	✓
Capitalize on proximity to the Refuge and Lake River	↺↻	Establish design guidelines for the waterfront for consistency and connectivity to downtown	...
CONNECTION AND ACCESS		ECONOMIC DEVELOPMENT	
Support the completion of the Pioneer Street Rail Overpass	▶	Waterfront cleanup	✓
Support a second connection to the waterfront from downtown	...	Consider downtown brownfield properties as catalyst opportunities to support revitalization	▶
Provide for public access opportunities to Lake River	▶	Facilitate the recruitment of an environmental center on the waterfront	...
Connect downtown, waterfront, Refuge, and residential areas via land and water trails	↺↻	Facilitate coordinated branding, marketing, and business recruitment program	↺↻
Prepare a transportation plan to assess impacts to the Pioneer Street corridor	...	Program and support public events that promote the city and attract visitors	↺↻
Design improvements for pedestrian mobility and create an iconic gateway for the Downtown	▶	Create uniform comprehensive way-finding and signage program	...
Complete a public marina feasibility study	...		

LEGEND

✓ DONE

↺↻ ON-GOING

▶ STARTED

... TO BE DETERMINED

Existing Conditions

Physical Landscape

Downtown's 134 acres span 351 tax parcels. A total of 63 acres are on the waterfront and 71 are in the downtown core. Downtown sits on two relatively flat terraces, separated by a bluff and fronting the Columbia River and Ridgefield National Wildlife Refuge. The existing central business district is at the top of the bluff and is generally defined as eight blocks of commercial and mixed-use development at and to the east and north of the intersection of Main Avenue and Pioneer Street.

The Port has recently completed remediation of the 40-acre former wood-treating facility on its property on Lake River. This area is generally flat and is well suited for redevelopment. The property has been slated for mixed commercial and employment uses, and land use entitlement was obtained in 2012 for a development known as Millers Landing.



Infrastructure

The 2013 update to Ridgefield's Comprehensive Plan indicated that all critical infrastructure is available to support future development in Downtown. Transportation and parking are identified in the Comprehensive Plan as areas of current and future deficiency for Downtown. Downtown currently has a low level of multi-modal transportation options. Only Main Avenue has continuous sidewalks on both sides of the street. There are no protected bike lanes in Downtown. Access to the waterfront is currently via two streets that have steep grades and that have at-grade railroad crossings. A new bridge is planned that will extend Pioneer Street to the west to provide access to the waterfront. The bridge will have a less severe grade than the existing roads, include a sidewalk and bike lane, and pass over the railroad tracks eliminating an at-grade railroad crossing at Mill Street.

As a result of the previous land use approval for development of the waterfront, Ridgefield has initiated a Corridor Study to evaluate the impact of projected traffic generated by the development. This study will be a critical component of long-range planning for growth and development in the Downtown.

Although no formal study has been completed, there is a general perception among residents, business owners, and key stakeholders in Downtown that public parking availability is lacking. This is an especially acute issue during the various public events that Ridgefield hosts. Parking needs are also being researched as part of the City's Corridor Study.



Public Involvement

Input from the Ridgefield community was obtained through direct interviews with key stakeholders, a strategic planning workshop, and a public open house. Stakeholders interviewed included Ridgefield's City Manager, the Port manager, local business owners, representatives of the Main Street program, and the Manager of the Refuge, along with other engaged citizens. The City held a public open house on Thursday, June 18, 2015. This open house was an opportunity to present to the community the existing conditions, both market and environmental, and the potential for future development on each of the focus properties. Forty-two people attended the event. Attendees were able to provide feedback regarding which action items they believed Ridgefield should prioritize.

Strategic Planning Workshop

A Strategic Planning Workshop was held on January 20, 2015 at the Ridgefield Community Center. In addition to members of the project team, the workshop was comprised of community leaders (Ridgefield City Manager, Port Manager, RSD Superintendent), a library representative, real estate experts, and urban planners. The workshop included a tour of downtown and the waterfront.

Notes from the workshop with a list of participants are available at: <http://www.ci.ridgefield.wa.us/cd/page/downtownwaterfront>.



Community members listen to a presentation on Downtown.

Certain key themes continue from earlier planning efforts. These include:

- Embrace growth and at the same time, preserve the hometown character of downtown.
- Create a vision for development of the waterfront that leverages connection between existing downtown, refuge, and environmental opportunities.
- Preserve open space within the context of an urban environment.
- Create a multimodal transportation system, including trails connecting the different parts of the growing city.
- Bring employment to the community, including Downtown.
- Continue to provide access to the river for the community and its visitors.
- Capitalize on Urban Refuge opportunity.

Stakeholder Interviews

Key themes to emerge from the stakeholder interviews:

- The Refuge will continue be a catalyst that defines the community and brings visitors to Ridgefield.
- Ridgefield is a unique place, a hidden treasure and the its potential has yet to be reached.
- Ridgefield needs to avoid just being a bedroom community the Portland/Vancouver metro area. Attracting employment to downtown and the waterfront is critical to making downtown an independent economy able to thrive while development takes place east of Downtown at the Junction and 45th and Pioneer.
- A multi-agency, public/private effort should be launched to recruit a new niche manufacturing or office employer to the Downtown's waterfront. Defining the right type of business (fit with brand and location) and identifying prospects should be a near-term effort followed by targeted recruitment of regional businesses that fit the profile and that might be enticed to move. A package of incentives should also be developed for this recruitment effort.

- Along with employment on the Downtown's waterfront, continuing to move forward with waterfront and Refuge infrastructure and amenities is key to making the area an attractive place for businesses and residents. This includes the Corridor Study to handle the traffic to serve the Downtown's waterfront and a growing the core Downtown area.
- The new employment, residents, and visitors will create demand and help grow the Downtown economy. It will also help shape the culture and reinforce the brand that is being built by the Ridgefield Main Street Program and other groups (e.g., Friends of Ridgefield National Wildlife Refuge, 4th of July).
- Continue to focus on improving the Downtown business climate, helping local business owners to be successful and building the Downtown's culture.

Public Open House

The City held a public open house on Thursday, June 18, 2015 from 5:00 pm until 8:00 pm. The open house began by allowing attendees to view a series of posters, including: the Downtown study area; a report card demonstrating the progress the City had made on action items from the Action Plan; a description of the IPG work plan; and a description of each focus property's location, environmental conditions and potential for future development. There were 42 attendees who viewed posters and discussed the content with staff and each other. There was a presentation by MFA on findings and recommendations for the three focus properties and Downtown, describing current environmental and market conditions and how to foster development in the future. Lastly, attendees provided feedback on the list of action items based on the knowledge they had obtained from the posters and presentation. They were asked if they still agreed with the direction of the Action Plan and to indicate any action items in particular they believed were high or low priorities.

While respondents did not say much in their feedback regarding low priorities, there were three common themes among the items that they listed should be high priorities. First, many people cited

an action item related to Connections and Public Access. This meant both establishing connections between the downtown core, the Refuge, and the waterfront as well as ensuring that there was adequate pedestrian infrastructure within each of these areas. Supporting Arts, Culture, and Institutional Uses was the second most commonly cited priority. People who supported this action item also mentioned the importance of public investment in creating a beautiful downtown. Lastly, action items that supported development in Downtown were high priorities, often with an emphasis on the need for a branding strategy. There appeared to be a clear consensus that the city needed to take action and acquire the brownfield properties and clean them up if they were to be placed back into productive use.



Community members discuss posters at the Public Open House.

Community Spirit

Downtown maintains its position as the heart of the Ridgefield community: the gateway to the river and natural areas, the central meeting place for residents and visitors, and the historic center of commerce. The recently completed Overlook Park at the southwest corner of the Main Avenue/Pioneer Street intersection commemorates the community's connection to its rich past and promising future. The park highlights a relationship with the Refuge and will serve as a gateway between the waterfront and Downtown once the railroad overpass is completed to extend Pioneer to the west.

The Ridgefield Main Street (RMS) Program has organized key local business owners and stakeholders to work on issues related to public improvement, business development, and marketing. A recent survey conducted at an RMS Small Business Resource Forum identified small business development and marketing strategies as primary interests for assisting Downtown businesses. Other civic organizations are active in the Downtown community, including the Ridgefield Lions Club and Friends of the Ridgefield National Wildlife Refuge.

The Fort Vancouver Regional Library District has identified the need to replace the existing Ridgefield community library in Downtown with a much larger facility. The library's initial conceptual design includes an approximately 13,000 square foot building to replace the existing 2,000 square foot building. The current plan calls for locating the new library Downtown and a site selection process is ongoing. A funding plan to raise the estimated \$5 million needed for the new library is also in progress.

RESOURCE: For more information about the public open house, see Open House Presentation and Open House Notes.



Community members fill Main Street after the Ridgefield Fourth of July parade.

Attachment: Ridgefield report (MOU with Dept of Ecology to Consent Decree)

Real Estate and Market Conditions

Approximately half of the Downtown area is built out with more than 40 businesses and residential development. Vacant and prime redevelopment land includes 6 acres in the central business district and over 40 acres along the waterfront. Current assessed value is close to \$60 million.

Downtown businesses serve in-town residents (approximately 6,000) and potentially, a larger Ridgefield/I-5 trade area population of over 16,500. The pace of growth is now picking up with sustained economic recovery and is expected to continue to outpace countywide and metro region rates of population increase for the foreseeable future. Over 4,400 jobs with a strong manufacturing and distribution base are located in the Ridgefield/I-5 corridor area. There is a perceived shortage of industrial lands for additional job creation and much of the residential development occurring in Ridgefield supports jobs outside of the community.

Four key industry sectors were identified as possible drivers of growth in the Downtown:

1. **Residential.** Currently, much of the Downtown is developed with single-family residential homes. One question for Downtown is how much it can diversify to include more urban housing options, including smaller apartments as well as owner-occupied attached housing such as townhomes. Demographic trends also suggest opportunities to serve young creatives and empty nesters/seniors in a community offering high quality of life. These efforts could be improved with increased employment in Downtown.
2. **Recreation and hospitality.** A boutique hotel or a more expansive lodging and recreation destination attraction might be considered in conjunction with the Refuge. Again, this option would be enhanced by increased employment concentrated in the Downtown.

3. **Office.** One of the Downtown redevelopment uses with a good possibility for success is smaller offices to serve local professional and creative firms with corporate office and/or flex recruitment. This would include the current central business district at Main Avenue and Pioneer Street as well as the waterfront development.
4. **Mixed Use.** High amenity office/manufacturing flex space might fit well with waterfront development. Market hybrids are consistent with recent city plans, supporting mixed-use residential and commercial development, and are potential market opportunities.



An inventory from the market study of all the businesses and institutions in the study area.

Human Capital

Downtown Ridgefield is home to a population of 2,715, slightly more than half the population of the entire city. According to the most recent US Census American Community Survey data (2013), residents of Ridgefield tend to be better educated and better paid than the average for Clark County. The median household income for the city was \$86,167, compared with \$58,225 for the County. The unemployment rate was 7.6% in Downtown.

Downtown maintains its position as the heart of the Ridgefield community: the gateway to the river and natural areas, the central meeting place for residents and visitors, and the historic center of commerce. The recently completed Overlook Park at the southwest corner of the Main Street/Pioneer Avenue intersection commemorates the community's connection to its rich past and promising future. The park highlights a relationship with the Ridgefield National Wildlife Refuge and will serve as a gateway between the waterfront and Downtown once a railroad overpass is completed to extend Pioneer to the west.

The Ridgefield Main Street Program has organized key local business owners and stakeholders to work on issues related to public improvement, business development and marketing. A recent survey conducted by the CREDC Business Resource Forum identified small business development and marketing strategies as primary interests for assisting Downtown businesses. Several other civic organizations are active in the Downtown community.



Family and their dog attended the Ridgefield Main Street Program's First Saturday event, the Rover Romp, which supported the organization's efforts to promote and improve the downtown

RESOURCE: For more information about the real estate and market conditions, see Ridgefield Downtown Waterfront Market Study.

Focus Properties

Three known brownfield properties in Downtown were selected for this study. These properties are the RSD Maintenance Facility (aka, Bus Barn), the Weeks property, and Park Laundry (see Figure 5). More information regarding the history, environmental investigation, and market analysis of these properties can be found in the resources referenced in Section 1.

RESOURCE: For more information about the market and environmental factors that influenced this section, see *Ridgefield Downtown/Waterfront Feasibility and Economic Impact Analysis and the Environmental Assessments for each focus property.*



Figure 5. Brownfield Focus Properties

Attachment: Ridgefield report (MOU with Dept of Ecology to Consent Decree)

Bus Barn

The Bus Barn property is located at 304 Pioneer Street, and is currently owned and operated by the RSD. The RSD uses the Bus Barn as a maintenance facility. The building is used for storage of dry goods, school related supplies and archives, facilities maintenance and equipment repair, and maintenance staff facilities. A portion of the facility has recently become the location of the “Ridgefield Family Resource Center” which is a partnership between the RSD and a local religious organization to provide support for local families in need.



The Bus Barn at the corner of North 3rd Avenue and Pioneer Street.

Environmental Assessment

MFA submitted a site investigation report for the Bus Barn to Ecology on August 4, 2015. The following is a summary of environmental conditions at the property:

- A geophysical survey indicated that former underground storage tanks (USTs) may be present adjacent to and on the Property.
- Gasoline in soil exceeded Ecology’s Model Toxics Control Act (MTCA) cleanup levels (CULs), on the south and north sides of the building, primarily near the location of former USTs.
- The potential for adverse impacts to building occupants from vapor intrusion into the building was also evaluated. Data from this assessment collected from below the slab of the building indicated that there is no potential for adverse impacts to building occupants from vapor intrusion.

- Under most scenarios, cleanup of soil and groundwater would be necessary before a transaction of the property could take place. The cost of cleanup likely exceeds the value of the property, making a transaction prior to cleanup unlikely. The environmental assessment indicates that the contamination at the property is not a threat to human health or the environment and is confined to the property or public rights-of-way. The contamination does not impact the current or future use of the building for RSD purpose.

Under most scenarios, cleanup of soil and groundwater would be necessary before a transaction of the property could occur. The cost of cleanup likely exceeds the value of the property, making a transaction prior to cleanup infeasible. The environmental assessment indicates that the contamination at the property is not a threat to human health or the environment and is confined to the property or public right-of-ways. The contamination does not impact the current use or future use of the building for school district purposes. The Bis Barn could also be used by another user (e.g., craft brewery) through creation of a Public Development Authority.



Crafted Brewery in Coeur D'Alene, Idaho was formerly an automotive repair shop.

Redevelopment Feasibility Analysis

There are generally two ways to think about the use of publicly owned property: to advance a mission and/or to generate a net revenue margin. Mission use focuses directly on advancing the core purpose of an organization, such as providing public education, training, or services (e.g., family resource center). Margin use focuses on achieving a return from the asset, which can be reinvested in mission-related activities and opportunities. In the case of the RSD-owned Bus Barn, there are opportunities in pursuing either track. The mission track for the Bus Barn would involve turning the space into a worker's space or other public-use purpose. The margin track, on the other hand, would capitalize on the Bus Barn's central location and space layout and turn it into a commercial space such as a craft brewery. RSD has indicated that it views the Bus Barn property as better suited for contributing to the public retail core of Downtown. The property is currently used for the district's maintenance facility. This purpose would have to be replaced at another location for the district to relinquish use of the building. Given the impact of craft brewing operations in other communities, use of the Bus Barn as a brewery or brew pub could be catalytic in the Downtown core area.

NET REVENUE MARGIN

Examples of mission and margin track including a shared craft space called ADX in Portland, Oregon (above) and No-Li Brewery in Spokane, Washington, (right).



Attachment: Ridgefield report (MOU with Dept of Ecology to Consent Decree)

Weeks Property

The Weeks property is located on Pioneer Street near the corner of South 3rd Avenue. The property is currently an undeveloped lot that adjoins the location of a former Shell service station owned by Darren Wertz. The service station burned down in the 1970s. Gasoline-contaminated soil reportedly was found in the right-of-way on Pioneer Street fronting the property, and the site was entered into the Ecology database of Confirmed and Suspected Contaminated Sites in 2006.



The Weeks Property is the gravel area on the right with the former gas station to the left.

Environmental Assessment

MFA submitted to Ecology a site investigation report for the Weeks property, dated August 4, 2015. The following is a summary of environmental conditions at the property:

- A geophysical survey indicated that USTs may be present on the north end of the Wertz property. There was no indication that USTs were present on the Weeks property.
- Soil and groundwater data indicated that contamination from the Wertz property has migrated onto the Weeks property to the west. Concentrations of petroleum constituents exceeded MTCA CULs in soil and groundwater.

Under most scenarios, cleanup of soil and groundwater on the Weeks property would be necessary before a transaction of the property could occur. Because contamination from the Wertz property could re-contaminate the Weeks property after a remedy was implemented, a remedy for the Weeks property

would need to consider measures to prevent recontamination or, ideally, a remedy would need to take into account source area contamination on the Wertz property. The cost of cleanup likely exceeds the value of the property, making a transaction to sell the property prior to cleanup infeasible.

Redevelopment Feasibility Analysis

Given zoning, location, and size, an aggregated property (combining the Weeks and Wertz properties) could be suitable for some form of multiple-story, mixed-use development. This would include ground-floor retail and residential or office spaces on one or two upper floors.

A consolidated property could provide 13,500 square feet of retail area, as well as multiple units of residential or office uses on upper floors. This type of mixed use is historically appropriate in Downtown and further enhances the livability of the area. However, given the feasibility gap associated with addressing environmental contamination, it appears likely that public-sector intervention will be required to address the cleanup and return the site to productive use.



Collage is a community gathering place for crafts in Portland, Oregon with apartments above.

Park Laundry

The Park Laundry property is an undeveloped lot approximately 25 feet wide (north-south) and 100 feet long (east-west) located at 122 North Main Avenue. Two vacant lots are located directly north of the Park Laundry property. All three lots are impacted by perchloroethylene, a chemical commonly used in dry cleaning. Union Ridge Investment Company, the property owner, has nearly completed a remedial investigation and feasibility study under an Agreed Order with Ecology.

Environmental Assessment

The remedial investigation documented soil contamination on the former Park Laundry property, as well as extensive groundwater contamination. An evaluation of potential impacts to indoor air in residential areas downgradient of the property, conducted under the direction of the Washington State Department of Health and Ecology, demonstrated that there was no threat of exposure to dry cleaning chemicals to residences or businesses where the plume was present.

The two lots north of the Park Laundry property are owned by Mr. and Ms. Hinrichs. The three lots are currently not sellable because of the contamination from the former Park Laundry operations. The estimated cost of remediation far exceeds the market value of the properties.



The Park Laundry site and associated properties to the north.

Redevelopment Feasibility Analysis

Mixed-use development is appropriate for the Park Laundry site. However, given the feasibility gap associated with addressing environmental contamination, it appears likely that public-sector intervention will be required to address the cleanup and return the site to productive use. In that case, the site presents Ridgefield with an opportunity to aggregate this site with adjacent publicly owned property. Specifically, the site is adjacent to the police station, the fire station, and a public skate park. Addition of the three lots that make up the Park Laundry site would create a cluster of City-owned property.

This property could be redeveloped by Ridgefield in partnership with other local and regional agencies to create a civic government center in the heart of Downtown. Such a center could include the existing city services and a relocated City Hall, as well as regional services such as the Fort Vancouver Regional Library's Ridgefield community library, which has actively been seeking a location in the Downtown area. Maintaining a strong civic presence Downtown was identified as a priority strategy in the 2011 Action Plan. A library with upper floor commercial or residential use could have a catalytic impact on revitalization of the Downtown core.

Mixed use development is another redevelopment alternative identified in the Feasibility and Impact Study for the Park Laundry site. In this scenario, the ground floor of the development facing Main Avenue would be commercial with residential units located on upper floors. Live/work townhome development might attract artisan businesses or urban professional services. Higher density residential development is also a potential option for this site but would require a change in zoning to accommodate the density needed to make the site more attractive for redevelopment.



Multnomah County Library in Portland, Oregon is a three-story building, with each story recessed, that shares the ground floor with a realtor's office and supports apartments in the upper stories.

Implementation Approaches

Given the market constraints in the downtown area, the subject properties are unlikely to redevelop because of the environmental constraints and cost of remediation if left solely to private sector forces. Redevelopment is further complicated by somewhat depressed market conditions that currently exist in Downtown. The state of Washington has a unique and nationally recognized approach to assisting municipal governments with dealing with brownfield properties with legacy contamination. An example of this is the Port property and the cleanup of the former Pacific Wood Treating (PWT) site. When PWT declared bankruptcy in 1993 it abandoned thousands of gallons and tons of hazardous chemicals and waste, left contaminated stormwater discharging into Lake River and onto the Ridgefield National Wildlife Refuge, and abandoned one of the most contaminated pieces of property in the state. The property was so contaminated was subject to listing by the US Environmental Protection Agency as a Superfund site. This listing as a federal Superfund site was prevented by Ecology taking a lead role in the cleanup and providing funding to the Port to clean up the property. To date, Ecology has provided over \$90M for the cleanup, including an emergency action to protect the Refuge. This also protected Ridgefield from liability because it owned property which was leased to PWT in the most contaminated area of the property. It also allowed the Port to build its capacity and invest significantly in economic development in the community.

Ridgefield could benefit from a similar, albeit, much smaller, approach to cleaning up the downtown brownfields. Ridgefield, or other appropriate public agency, could work with Ecology to acquire grants to clean up the contamination on the Park Laundry and Weeks property. It would require city acquisition of the property in order to be eligible for state grants for the cleanup. This could be accomplished by creating a special district (e.g., Public Development Authority) to guide cleanup and redevelopment of the brownfield properties, as well as other development in the downtown core.

The following section outlines some of the options in available to Ridgefield. The path for revitalization of Downtown will require a public investment before private sector investment will occur, much the same as the situation for the waterfront.



Aerial photo of the Port of Ridgefield, the Refuge, the waterfront, and downtown.

Attachment: Ridgefield report (MOU with Dept of Ecology to Consent Decree)

Approach

Advantages and Disadvantages



Market Approach

The market approach means that there would be no extraordinary action by local government, relying instead on private market forces to provide for site development.

Advantages

- Limited direct involvement by public entities
- Limited financial obligation
- Allows private sector to determine timing and best use of properties

Disadvantages

- Limited control over redevelopment outcomes
- Potential missed opportunities and delayed action
- Longer to indefinite development cycle



Municipal Approach

Under the municipal approach, the City of Ridgefield assumes the lead agency role in overseeing the redevelopment of the sites, involving other stakeholders as needed.

Advantages

- The City controls the pace and outcome of redevelopment and can proceed under its own discretion and authority
- Opportunity to take advantage of state and federal funding

Disadvantages

- Potential perception of government overreach
- Progress is subject to City staff availability and commitment of resources



Institutional Approach

The institutional approach creates a new entity under Washington statutes to undertake the redevelopment, such as a Public Development Authority (PDA).

Advantages

- Creates a partnership among municipal entities that can be focused on the specific project
- Provides a level of independence among partner entities
- Opportunities for state and federal funding

Disadvantages

- Need to allocate and/or raise funds to cover transaction and overhead costs such as staffing and working capital
- If the group's mission is not clear, progress can be stalled

Recommendations

Many communities (including Ridgefield on its waterfront) have addressed underutilized and constrained properties with dynamic positive effects. In the case of the focus brownfield properties, conditions are not present for development of these properties to be financially feasible for redevelopment in their highest and best use under existing and likely future market conditions. The costs of remediation are high for all of the focus properties, and Downtown does not currently support lease rates that would yield a positive return for a developer, even if the properties were free of environmental impairment.

MFA has identified six revitalization strategies that can aid in creating economic uplift in Downtown and support economic development and independence for the Downtown. These strategies were presented to the Ridgefield community at the June 18, 2015 open house. The feedback received at the open house strongly supported these future actions.



Overlook Park is an example of a successful project connecting Downtown to the Refuge.



Objective

How to create an environment in Downtown that supports new development and redevelopment including redevelopment of the focus properties



Revitalization Strategies

1. Accommodate development with adequate infrastructure and a flexible regulatory platform.
2. Link development of the waterfront with the current core downtown business area.
3. Create employment on the waterfront and develop strong public/private partnerships.
4. Capitalize on the Refuge.
5. Plan for public acquisition and cleanup of the focus properties in the Downtown core.
6. Provide resources to jump-start and sustain Downtown economic growth.

Mechanisms

Accommodate development with adequate infrastructure and regulatory platform

Provide access and connectivity within Downtown and among areas of interest in Ridgefield as well as reasons for people to linger in these areas (e.g., roads, sidewalks, and parks). Evaluate adjustments to regulations, including land use, density, and height standards that allow for flexible development opportunities. One of the best ways of addressing these issues is through a subarea plan, which Ridgefield is currently in the process of creating for Downtown.

- Complete a Pioneer Street Corridor Study to understand the future impact from the Port's waterfront development and the potential for additional development in Downtown.
- Increase multi-modal transportation options and infrastructure within Downtown and between Downtown and other sectors of Ridgefield, especially the I-5 Junction, the 45th Street roundabout, and both access points to the Refuge.
- Evaluate alternative circulation options, including a couplet with Pioneer Street.
- Revise Central Mixed Use district zoning to allow for increased density and height.

Recognize the link between the development of the waterfront and the future success of Downtown

The waterfront should be treated as a unique opportunity because it is locally and regionally significant. At the same time, there are other significant waterfront properties being developed in the region, and the Port and Ridgefield will need to think strategically about how this property is positioned compared to other significant waterfront redevelopment projects in the region (e.g., Vancouver, Washougal, Willamette Falls, Portland, St. Helens, Kalama).

The Port has achieved major milestones toward redevelopment, including cleaning up past contamination and obtaining land use entitlement for a significant mixed-use development. Carrying this forward involves recognizing the symbiotic relationship between Downtown and the waterfront so that development can be strategically linked across these two areas. Downtown Ridgefield should be redeveloped to provide amenities, infrastructure and, most important, an educated workforce.

The waterfront has the potential to provide a significant regional employment opportunity. The waterfront could attract an anchor such as a research institution, state government agency, or other significant institution that would provide a catalyst for additional future growth. This new employment, along with new residential development nearby, will provide the demand needed to support a thriving and sustainable Downtown core business district.

- Work with state, regional, and federal government agencies to identify an opportunity for a civic center and/or a center for education to anchor development.
- Consider public investment in amenities that help to define a sense of place, capitalize on the natural amenities, and attract potential development partners.
- Focus on capitalizing on the regional innovation economy to bring jobs and attract a well-educated workforce to Ridgefield.
- Coordinate transportation and other infrastructure improvements to ensure efficiency, safety and mutual benefit.
- Connect the property physically to the Refuge, one of Ridgefield's most significant assets.



Pedestrian bridge at the refuge

Support development and environmental cleanup of specific properties in the Downtown core

The three focus properties are unlikely to be cleaned up or redeveloped without public investment. The City should explore options for either acquiring the properties that face this issue or implementing incentives for developers to take on these properties. Without City intervention, it is unlikely the Wertz/Weeks properties or the Park Laundry properties will be cleaned up or redeveloped.

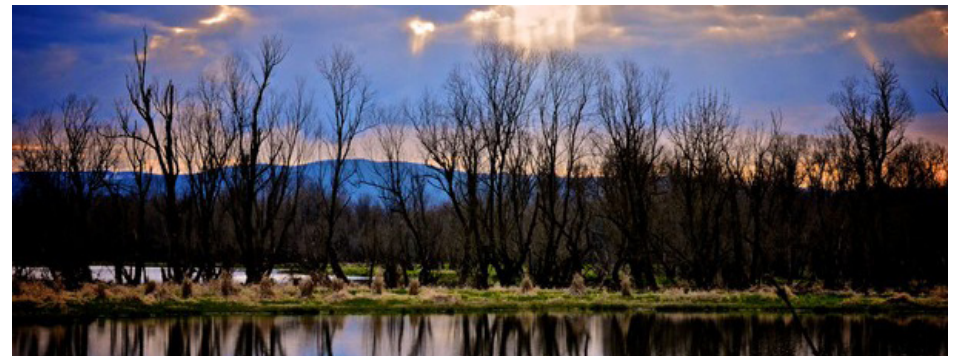
The City could also identify opportunities for property consolidation, which could make development opportunities more flexible.

- Consider setting up a Public Development Authority and/or a Redevelopment Opportunity Zone to focus resources on facilitating timely and beneficial redevelopment of underutilized properties.
- Recognize opportunities for community benefit through partnerships with local, regional, state, and federal agencies to create anchors for development and provide services to the community.
- Evaluate available public incentives to support targeted redevelopment of the sites.

Capitalize on the Refuge

The Refuge is a major asset for Ridgefield. The facility draws in tens of thousands of visitors annually. The Refuge has recently been selected, through a highly competitive national process, to be a part of the US Fish and Wildlife Service's Urban Wildlife Refuge Initiative, thereby receiving \$1 million annually for the next two years. The transition to an Urban Refuge magnifies the potential of the Refuge to be a significant driver of growth in Ridgefield and especially the Downtown area.

- Coordinate Ridgefield's marketing and branding strategies to capitalize on the Refuge as an important regional asset. Ridgefield should be recognized as a portal community to the Refuge as well as to various other natural recreation amenities.
- Coordinate carefully with United States Fish and Wildlife Service to ensure that expenditures under the Urban Refuge Program results in synergistic benefits for both Downtown and the Refuge.
- Recognize the Refuge as a significant asset for various educational opportunities. Partnerships should be sought between the Refuge, the Port, the State Department of Natural Resources, RSD, and the City. This can be enhanced by the development of comprehensive programming that caters to all ages during all times of the year.



Ridgefield Wildlife Refuge

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: November 03, 2022

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Memorandum of Understanding with Lumen

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

CenturyLink contacted the City to discuss a project in the downtown area which would provide service enhancements for approximately 500 Ridgefield households. In order to do the work in a way that is not cost prohibitive, Century Link would need an aerial build that includes wrapping or overlash of CenturyLink's fiber optic cable to existing Century Link copper lines currently on poles. There may also be a need to replace existing poles or install a limited number of new poles.

City Ordinance 14.56.020 generally makes it unlawful for any public utility, including CenturyLink, to erect new poles in the City. The City also interprets section 14.56.030 of the City Ordinances to prohibit new lines being placed on existing utility poles. Undergrounding of utilities on poles in the downtown area of Ridgefield is not currently funded in the Capital Facilities Plan.

For the project to proceed, a MOU is necessary between the parties to navigate the gap between what is financially feasible to provide additional service and the City code requiring undergrounding in order to provide more stable communications infrastructure.

The MOU would allow CenturyLink to proceed with the project as defined above and in specific exhibits attached to the agreement. In exchange, when the City is ready to underground downtown utilities and remove poles, CenturyLink would participate financially in the work to the extent necessary to remove and bury their lines.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Staff recommends taking action on this item at the 11/3 Council Meeting.

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS: Century Link downtown MOU (PDF)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this 3rd day of November, 2022 by and between Qwest Corporation d/b/a CenturyLink QC (“CenturyLink”), a Colorado corporation with offices at 931 14th St, Denver, CO 80202, and the City of Ridgefield, WA (“City”), a municipal corporation with offices at 230 Pioneer St, Ridgefield, WA 98642. CenturyLink and City may be referred to herein individually as a “Party” and collectively as the “Parties”.

BACKGROUND

- A. CenturyLink is an incumbent local exchange carrier that provides telephone, Internet and other services in the City. CenturyLink asserts a statewide grant to occupy the public right-of-way in the City, including the right to place attachments on existing utility poles (owned by CenturyLink or the electric provider), and to place new poles pursuant to state law, including RCW 80.36.040.
- B. CenturyLink seeks to expand its fiber-based, highspeed telecommunications and related services in the City in a build that, if approved by the City, will bring such services to over 500 homes and businesses in the City (“New Build”) along the route shown on Exhibit A hereto. To be financially feasible, the New Build requires an aerial build that includes: (i) the wrapping or overlashing of CenturyLink’s fiber optic cable to existing CenturyLink copper lines on its poles; (ii) attachment of fiber optic cable to existing or replacement Clark County Public Utility District (“Clark”) poles; (iii) where needed to meet applicable ordinances, construction codes and regulations, including those related to ground clearance, a limited number of new CenturyLink poles; and (iv) above-ground pedestals, boxes and/or cabinets necessary thereto.
- C. City Ordinance 14.56.020 generally makes it unlawful for any public utility, including CenturyLink, to erect new poles in the City. The City also interprets section 14.56.030 of the City Ordinances to prohibit new lines being placed on existing utility poles.
- D. CenturyLink has stated that the above-referenced City Ordinances would be financially prohibitive to the provision of the contemplated new telecommunications services, and has protested that such Ordinances impose requirements that are contrary to and prohibited by applicable state laws, including RCW 80.36.040 and RCW 35.99.040, as well as federal law, including 47 USC 253.
- E. The City disputes CenturyLink’s contention, thereby creating a dispute (“Dispute”).
- F. The Parties, without admitting liability, fault or wrongdoing, seek to resolve the Dispute through entry into this MOU setting forth the City’s limited approval of the New Build subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows:

1. Incorporation of Background Recitals and Exhibit A. The above-stated Background recitals and Exhibit A are incorporated into this MOU and made a part hereof by this reference to the same extent as if such recitals were set forth in full at this point.
2. City Grant of New Build. Consistent with City Ordinance 14.56.020 allowing for the joint use of existing utility poles, upon CenturyLink's showing of financial hardship avoided by allowing the New Build, and in light of the public interest benefits gained by the construction of additional high-speed telecommunications and Internet options in the City, the City grants CenturyLink permission, subject to the City's use permit required by section 3, below, to construct the New Build.
3. CenturyLink Permitting of New Build. CenturyLink will submit for one or more permits for the New Build, and will include signed copies of this MOU with each such permit application. Within fifteen (15) business days thereof, the City will grant said permits or provide CenturyLink with a written explanation of why the permit(s) are denied in whole or in part; provided, however, that the permits may not be denied due to the New Build containing aerial deployment of fiber optic cable and appurtenant facilities.
4. CenturyLink Acknowledgement of Relocation Requirements. CenturyLink acknowledges that:
 - a. the New Build is granted by the City as a specific exception to the City Ordinances;
 - b. the City may require CenturyLink or Clark to remove such poles in the future and to place such facilities underground when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way or purposes of public welfare, health or safety. The costs of such removal and relocation shall be chargeable to CenturyLink to the extent allowed by applicable law (RCW § 35.99.060); and
 - c. the City's approval of the New Build as set forth in this MOU shall not serve as a precedent for future builds in the City.
5. Miscellaneous.
 - a. Counterparts. This MOU may be executed in any number of counterparts and delivered by electronic signature, pdf, facsimile or other electronic means, each of which will be considered an original instrument, but all of which together will be considered but one and the same instruments. This MOU is binding on all signatories even if executed in several counterparts.
 - b. Entire Agreement; Modification. This MOU contains the entire agreement between the Parties and supersedes all prior understandings and agreements with respect to the matters addressed herein, whether written or oral. Any modifications or amendments to this MOU must be in writing and signed by both parties.
 - c. Enforcement; Choice of Law. If either Party to this MOU is forced to file an action to enforce this MOU, the prevailing Party will be entitled to recover reasonable attorneys' fees and costs. This MOU shall be interpreted, applied and enforced in accordance with the laws of the State of Washington.
 - d. Assignment. CenturyLink may not assign this MOU without the consent of the City, except that it may assign this MOU without consent to: (i) an entity which controls, is controlled by or is under common control with CenturyLink, including affiliates of CenturyLink; (ii) to an entity which succeeds to all or substantially all

- of CenturyLink's assets or equity by purchase, merger, consolidation or otherwise; or (iii) to a party providing financing to CenturyLink.
- e. Insurance. CenturyLink shall furnish the City evidence of a commercial general liability insurance policy and maintain the same in good standing with limits of at least two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, with the City included as an additional insured. Evidence of CenturyLink's insurance is available, and shall be kept available at all times, at www.centurylink.com/moi or such other website as CenturyLink shall inform City. Said coverage may not be canceled or reduced without at least thirty (30) days' notice to the City. The insurance required under this section may be through a utility self-insurance fund under which CenturyLink is the insured.
 - f. Indemnification.
 - i. CenturyLink shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of CenturyLink or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted CenturyLink in this MOU; provided that such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.
 - ii. The City shall indemnify, defend and hold CenturyLink, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of the City or its agents, servants, employees, contractors, subcontractors or assigns in the City's performance, administration and operation of this MOU or in exercising the rights granted City in this MOU; provided that such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of CenturyLink, its agents, officers, employees, volunteers or assigns.
 - iii. In the event any such claim or demand be presented to or filed with CenturyLink or the City arising out of or relating to the acts or omissions in whole or in part of the other party, the party shall promptly notify the other party thereof, and the notified party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.
 - iv. Should a court of competent jurisdiction determine that this MOU is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and CenturyLink, their officers, employees and agents, CenturyLink's liability hereunder shall be only to the extent

of CenturyLink's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

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CITY OF RIDGEFIELD

CENTURYLINK

Steve Stuart, Manager

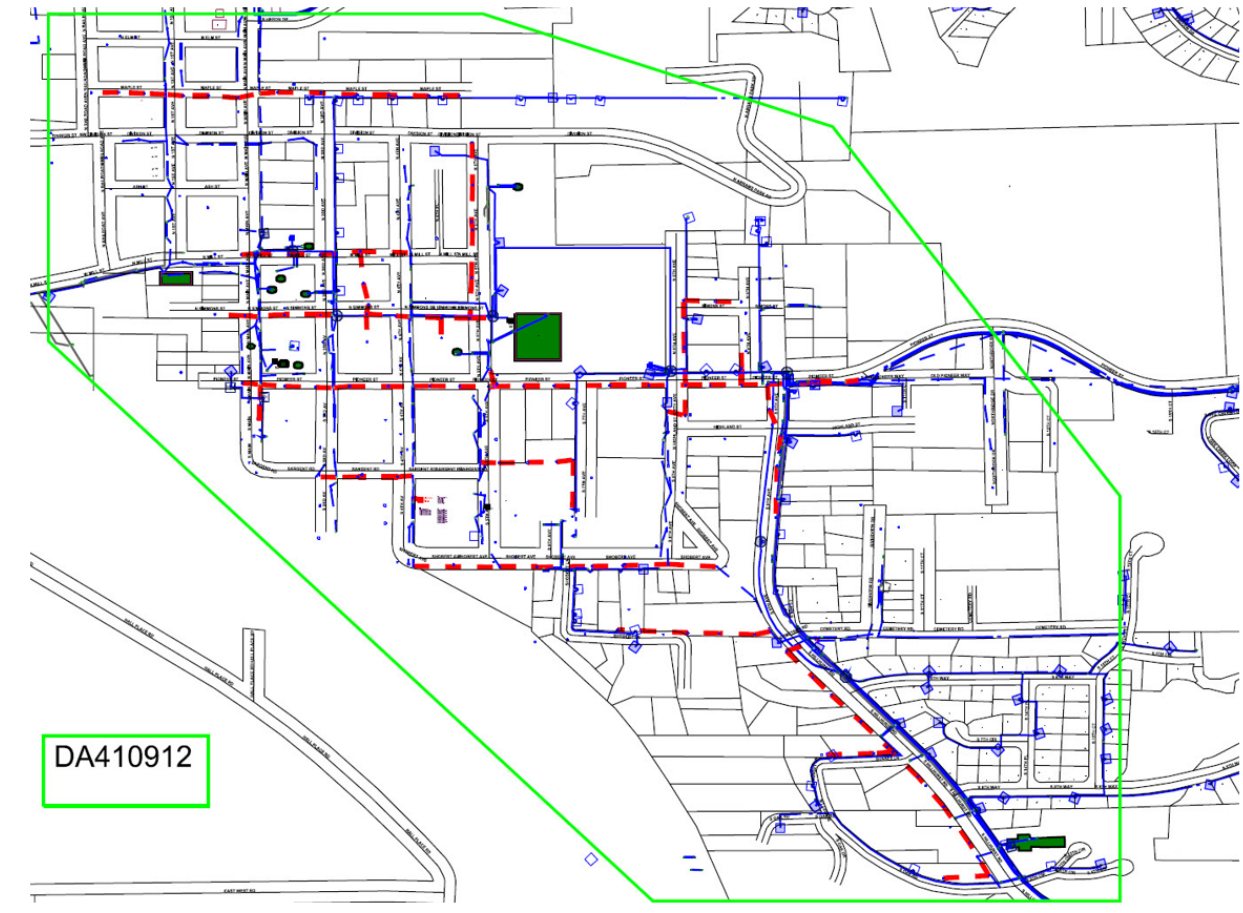
David Sisson, Sr. Manager

Approved as to Form:

Janean Parker, City Attorney

Attachment: Century Link downtown MOU (MOU with Lumen)

Exhibit A



DA410912