



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, October 14, 2021
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. National Disability Employment Awareness Month**
- 2. Breast Cancer Awareness 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 the September 23, 2021 Meeting**

V. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance No. 1349 – Amendment to Union Ridge Development Agreement - Steve Stuart, City Manager**
- 2. Public Hearing and First Reading of Ordinance No. 1350 – Amendment to Ridgefield Heights Development Agreement - Steve Stuart, City Manager**

VI. PUBLIC COMMENT

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

VII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

VIII. 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: October 14, 2021
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: October 14, 2021 - Claims Report (PDF)

City of Ridgefield

Claims Payment Report

For Approval on:

October 14, 2021

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
AIRGAS USA LLC	17	9117741850	Genl Govt/Facilities	Oxygen and Supplies	6.85
			Public Works	Oxygen and Supplies	102.12
AIRGAS USA LLC Total					108.97
AMAZON BUSINESS	3485	1XC3-PT7Q-K97R	Public Safety	Desk Supplies - Bowerman	190.48
		1C9Y-NGHT-JNFW	Genl Govt/Facilities	Rain Gear - Krebsner	9.21
			Public Works	Rain Gear - Krebsner	82.92
		1CJM-G9HW-F7D7	Genl Govt/Facilities	Cell Phones Cases - Water/CH Supp	35.79
			Public Works	Cell Phones Cases - Water/CH Supp	67.12
		1WX7-3JRF-9FNN	Genl Govt/Facilities	RACC Office Supplies	0.72
				RACC Operational Supplies	0.86
				Dusten Office Supplies	0.49
				Chalea Office Supplies	2.44
			Public Works	RACC Office Supplies	10.67
				RACC Operational Supplies	12.84
				Dusten Office Supplies	2.44
				Chalea Office Supplies	5.68
			Community Development	RACC Office Supplies	11.36
				RACC Operational Supplies	13.71
				Dusten Office Supplies	6.81
				Chalea Office Supplies	8.12
				CDD Office Supplies	22.99
			Finance	Finance Office Supplies	9.75
		1P7P-DGNT-KL1Q	Public Safety	Duty Belt - PD	29.26
		1PJC-HMMM-HNHP	Genl Govt/Facilities	PWFAC Landscape Trailer Maint	5.16
			Public Works	PWFAC Landscape Trailer Maint	35.76
		1GRF-3L6J-VPLX	Public Safety	PD Supplies	327.76
		1NMG-4Q6K-CJWH	Genl Govt/Facilities	BF Craft Supplies	235.06
		1MP7-FGC9-TCCR	Genl Govt/Facilities	BF and General Event Supplies	95.04
		17LG-LRLG-KTCN	Genl Govt/Facilities	BF Decor	7.53
		1QMQ-DFF4-PFKY	Genl Govt/Facilities	PD Supp	80.59
		1GCX-3NXG-DT9J	Genl Govt/Facilities	1Sat Supp/Tools	196.97
		1PJC-HMMM-7MDJ	Genl Govt/Facilities	HR Folders and Binders	45.49
		1371-4JP9-FHXJ	Community Development	CDD Webcam	27.09
		1T3N-47F6-FTW6	Public Safety	Desk Organizer - Bowerman	27.09
		16GM-JJNH-VCJM	Genl Govt/Facilities	1SAT Supplies	68.27
		1KHJ-7XVM-7RD1	Genl Govt/Facilities	1Sat Supp	21.67
		1Y1N-Y1XX-HT9N	Public Safety	City Hall Supplies	35.30
AMAZON BUSINESS Total					1,732.44

City of Ridgefield

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AMERICAN PLANNING ASSOCIATION - OREGON 34	3638	215	Community Development	2021 OAPA/APA Conference - Lust/McNamara	300.00
AMERICAN PLANNING ASSOCIATION - OREGON 34 Total					300.00
ARAMARK UNIFORM SERVICES	32	5.29E+11	Genl Govt/Facilities	PW Floor Mats	1.75
				PW Uniforms	0.80
			Public Works	PW Floor Mats	25.98
				PW Uniforms	19.34
		5.29E+11	Genl Govt/Facilities	PW Floor Mats	1.75
				PW Uniforms	0.68
			Public Works	PW Floor Mats	25.98
				PW Uniforms	16.53
ARAMARK UNIFORM SERVICES Total					92.81
ARBORSCAPE LTD INC	3562	21-92210	Public Works	Stump Grinding 510 Abrams Park	720.86
ARBORSCAPE LTD INC Total					720.86
Ardizzone Jerry	UB*00612	(blank)	Genl Govt/Facilities	Refund Check 005369-000 1803 S 24th Pl	18.93
Ardizzone Jerry Total					18.93
Blackline Inc	UB*00605	(blank)	Genl Govt/Facilities	Refund Check 014244-000 Hydrant Meter S 101 Mill St	64.27
Blackline Inc Total					64.27
BSK ASSOCIATES	2119	VE02935	Public Works	Coliform Testing	2,068.00
BSK ASSOCIATES Total					2,068.00
Buzenes Vivian	UB*00614	(blank)	Genl Govt/Facilities	Refund Check 012464-000 2907 S White Salmon Dr	0.72
Buzenes Vivian Total					0.72
CFM STRATEGIC COMMUNICATIONS INC.	2551	26232	Genl Govt/Facilities	Lobbyist - Sept 2021	5,200.00
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00
CINTAS	2003	8405328166	Genl Govt/Facilities	First Aid Kit Supp - PW's	6.99
			Public Works	First Aid Kit Supp - PW's	103.95
		8405328165	Genl Govt/Facilities	First Aid Kit Supp - RACC	1.13
			Public Works	First Aid Kit Supp - RACC	16.78
			Community Development	First Aid Kit Supp - RACC	17.92
CINTAS Total					146.77
CITY OF RIDGEFIELD - EPAY PERMITS	95	ENG-21-0085	Public Works	300-42-595-30-6042	125.00
		COM-21-0040	Public Works	301 N 3rd Demo Permit	100.00
CITY OF RIDGEFIELD - EPAY PERMITS Total					225.00
CITY OF WOODLAND POLICE	2708	2021-051-PW	Public Safety	Radar Unit Install	195.00
CITY OF WOODLAND POLICE Total					195.00
CLARK COUNTY	102	CI032130	Public Safety	Q4.2021 - CRESA Management Fees	2,589.00
		CI032155	Public Safety	Q4.2021 - Dispatching/Radio Operations	19,931.00
		CI031398	Judicial	Pretrial Supervision - Aug 2021	573.69
		CI032175	Public Works	Whatley Decant Billing - Aug 2021	3,467.51
CLARK COUNTY Total					26,561.20
CLARK PUBLIC UTILITIES - EPAY	110	7559-485-202109	Genl Govt/Facilities	230 Pioneer Ave	215.86
			Public Safety	116 N Main Avenue	189.50

Attachment: October 14, 2021 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield

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CLARK PUBLIC UTILITIES - EPAY	110	7559-485-202109	Public Works	SR/Pioneer ST & S 65 AVE	53.92
				Municipal Lighting Lease	8,419.75
				301 N 3rd Ave	40.11
				109 W Division St - Electricity	130.97
				N Abrams Park/E Division	193.00
				N 1st Cir & N 65th Ave - Park & Ride	62.66
				911 N 65th Ave Intertie 2 - Water	120.95
				23117 NW HILLHURST RD XWLK	26.66
				3701 N 3rd Cir - Electricity	27.06
				800 NE 264 St Intertie 1 - Water	62,308.78
				Overlook Park - Electricity	52.22
				400 N Abrams Park Rd	1,250.66
				N 35th Ave and Pioneer St	56.04
				1504 NW Intertie 3 - Water	3,071.40
				City Park/Water Well	6,146.70
				512 N Allen Dr - Electricity	26.91
				Traffic Signal - Hillhurst/Royal Rd.	54.09
				SR/Pioneer St & S 56 PL	96.61
				255 S 56th Pl - Electricity	3,965.59
				535 N Abrams Park Rd.	44.39
				337 S Royal Rd.	128.68
				2300 N 3rd Way Bellwood Trail Lights	35.64
				Pioneer St. & Gee Creek Loop - Electricity	27.16
				214 S Riverview Dr	80.53
				Community Development	
				301 N 3rd Ave	40.12
CLARK PUBLIC UTILITIES - EPAY Total					86,865.96
CLARK REGIONAL WASTEWATER DISTRICT	3600	142321	Public Works	Catch Basin Cleaning	301.89
CLARK REGIONAL WASTEWATER DISTRICT Total					301.89
CLATSKANIE RIFLE & PISTOL CLUB INC.	3593	2	Public Safety	Range Fees	140.00
CLATSKANIE RIFLE & PISTOL CLUB INC. Total					140.00
CLEAN WORLD MAINTENANCE INC	3105	46754	Genl Govt/Facilities	Janitorial Services - City Hall	341.42
				Janitorial Services - PW	156.10
			Public Safety	Janitorial Services - PD	461.87
			Public Works	Janitorial Services - PW	337.41
CLEAN WORLD MAINTENANCE INC Total					1,296.80
COLUMBIAN PUBLISHING	116	31660	Community Development	Development Agreements	151.20
		29771	Community Development	RDC Updates	95.40
		31538	Community Development	CRWWD S 56th Sewer Line Replacement	93.60
		31606	Community Development	Title 18 Updates	90.00
COLUMBIAN PUBLISHING Total					430.20
COMCAST - EPAY	2271	2271-202109-510	Genl Govt/Facilities	RACC Communications	72.15

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COMCAST - EPAY	2271	2271-202109-510	Public Works	RACC Communications	62.12
			Community Development	RACC Communications	260.63
COMCAST - EPAY Total					394.90
COMCAST BUSINESS - EPAY	1666	130486104	Genl Govt/Facilities	Internet Services - CH	378.83
COMCAST BUSINESS - EPAY Total					378.83
DEPARTMENT OF LICENSING - CPL EPAY	154	RG0000795-2021	Genl Govt/Facilities	CPL Fees - Thornton	18.00
		RG0000782-2021	Genl Govt/Facilities	CPL Fees - Workman	18.00
		RG0000786-2021	Genl Govt/Facilities	CPL Fees - Bondurant	18.00
		RG0000790-2021	Genl Govt/Facilities	CPL Fees - Gherman	18.00
		RG0000791-2021	Genl Govt/Facilities	CPL Fees - Thornton	18.00
		RG0000785-2021	Genl Govt/Facilities	CPL Fees - Mazzanti	18.00
		RG0000792-2021	Genl Govt/Facilities	CPL Fees - Rafanelli	18.00
		RG0000794-2021	Genl Govt/Facilities	CPL Fees - Gress	18.00
		RG0000784-2021	Genl Govt/Facilities	CPL Fees - Kaffler	18.00
		RG0000788-2021	Genl Govt/Facilities	CPL Fees - Hanner	18.00
		RG0000789-2021	Genl Govt/Facilities	CPL Fees - Merly	18.00
		RG0000799-2021	Genl Govt/Facilities	CPL Fees - McCaughan	18.00
		RG0000793-2021	Genl Govt/Facilities	CPL Fees - Sakamoto	18.00
		RG0000797-2021	Genl Govt/Facilities	CPL Fees - Davis	18.00
		RG0000787-2021	Genl Govt/Facilities	CPL Fees - Tudor	18.00
		RG0000796-2021	Genl Govt/Facilities	CPL Fees - Sitter	18.00
		RG0000783-2021	Genl Govt/Facilities	CPL Fees - Goffic	18.00
DEPARTMENT OF LICENSING - CPL EPAY Total					306.00
DICK'S TIRE FACTORY	158	D5860	Public Safety	PD Vehicle Maint - 59463D	48.25
		D6786	Public Safety	PD Vehicle Maint - 72002D	48.25
DICK'S TIRE FACTORY Total					96.50
E2 LAND USE PLANNING SERVICES LLC	485	0482-2021009	Community Development	Planning Consulting Services - Sept 2021	4,725.00
E2 LAND USE PLANNING SERVICES LLC Total					4,725.00
Ebenhahn Aro	UB*00607	(blank)	Genl Govt/Facilities	Refund Check 012164-000 3739 S Willow Dr	599.70
Ebenhahn Aro Total					599.70
EFFICIENT COMMUNICATION SOLUTIONS	2126	27858	Information Technology	Voicemail Recording Update	2,418.68
EFFICIENT COMMUNICATION SOLUTIONS Total					2,418.68
EWING VANCOUVER	2374	15324727	Public Works	Parks Supplies	142.38
EWING VANCOUVER Total					142.38
EXCEL DESIGNS LLC	2861	36652	Public Safety	Logo Printing	77.31
EXCEL DESIGNS LLC Total					77.31
FADIN' BY 9 LLC	3640	3640-20211014	Genl Govt/Facilities	BF Performance	400.00
FADIN' BY 9 LLC Total					400.00
Farzan Allen	UB*00618	(blank)	Genl Govt/Facilities	Refund Check 012685-000 3619 S Star View Loop	143.40
Farzan Allen Total					143.40
GB MANCHESTER INC	3574	28197	Genl Govt/Facilities	Low Voltage Wirirng - S 56th	(745.67)

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GB MANCHESTER INC	3574	28197	Public Works	Low Voltage Wirirng - S 56th	16,166.05
GB MANCHESTER INC Total					15,420.38
GISI MARKETING GROUP	2811	260314	Administration	Business Cards - DeMoss	69.93
GISI MARKETING GROUP Total					69.93
GRAY AND OSBORNE INC	207	21237.00-6	Public Works	Risk and Resiliency Assessment	1,024.87
GRAY AND OSBORNE INC Total					1,024.87
H.D. FOWLER COMPANY	2036	I5906387	Public Works	Romac Clamps	819.05
H.D. FOWLER COMPANY Total					819.05
HARPER HOUF PETERSON RIGHELLIS INC.	1678	51605	Public Works	Hillhurst Multi-Modal Trail	2,276.25
		51604	Community Development	51st Ave/Pioneer Widening	18,715.51
HARPER HOUF PETERSON RIGHELLIS INC. Total					20,991.76
HARRY'S LAWN AND POWER EQUIPMENT	214	211337	Public Works	Weed Eater Repair	29.82
HARRY'S LAWN AND POWER EQUIPMENT Total					29.82
HOME DEPOT CREDIT CARD SERVICES - EPAY	1805	7044122	Genl Govt/Facilities	Ratchet Strap - Thiesen	0.44
				Tool Organizer - Portillo	2.73
				Ratchet Strap - Embry	0.88
				Rake - Facilities	6.14
				Facilities Tools/Supp	(12.63)
			Public Works	Ratchet Strap - Thiesen	8.30
				Tool Organizer - Portillo	51.83
				Ratchet Strap - Embry	7.88
				Rake - Facilities	42.60
				Gas Cans - Parks	42.18
		1041986	Genl Govt/Facilities	Portillo Tools	1.08
				PW FAC Trailer Repair	2.34
			Public Works	Parks Supplies	98.58
				Portillo Tools	20.55
				PW FAC Trailer Repair	16.24
HOME DEPOT CREDIT CARD SERVICES - EPAY Total					289.14
HONEY BUCKETS	223	552341356	Genl Govt/Facilities	PW's Port-a-Potty - S. 56th	20.32
			Public Works	PW's Port-a-Potty - S. 56th	302.68
		552331009	Genl Govt/Facilities	PW's Shop Port-a-Potty	10.38
			Public Works	PW's Shop Port-a-Potty	154.62
		552322351	Public Works	Davis Park Port-a-Potty	373.00
HONEY BUCKETS Total					861.00
INTERMEDIA.NET INC	2187	2110042550	Information Technology	Voice Service Charges - September 2021	86.59
INTERMEDIA.NET INC Total					86.59
INTERSTATE SPECIAL EVENTS	2706	164557-1	Genl Govt/Facilities	1Sat - Big Paddle Picnic Table Rental	620.84
INTERSTATE SPECIAL EVENTS Total					620.84
J2 BLUE PRINT SUPPLY	243	AR109097	Genl Govt/Facilities	BF Crafts	279.67
		AR109195	Community Development	Plotter Contract - Sept 2021	69.49

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J2 BLUE PRINT SUPPLY	243	AR109302	Public Works	Royle Road S 19th	339.45
J2 BLUE PRINT SUPPLY Total					688.61
JANEAN Z PARKER	2199	131	Public Works	Legal Services - Sept 2021	62.50
			Community Development	Legal Services - Sept 2021	187.50
			Legal	Legal Services - Sept 2021	2,125.00
JANEAN Z PARKER Total					2,375.00
JESSICA KIPP	2099	2099-20211014	Administration	Mileage Reimb - Kipp	45.19
JESSICA KIPP Total					45.19
JOHN DEERE FINANCIAL	1717	798269	Public Works	Generator Repair - Crippen	84.26
JOHN DEERE FINANCIAL Total					84.26
JOSHUA KULLA	3639	PLM-21-0597	Genl Govt/Facilities	Refund PLM-21-0597	92.00
JOSHUA KULLA Total					92.00
KARL JOHANSSON	3569	21001-5	Public Works	YMCA Site Plan	11,449.38
KARL JOHANSSON Total					11,449.38
KILLA BITES INC.	3090	2169	Council	Council Retreat	222.22
		2163	Council	City Council Meeting Catering	273.17
KILLA BITES INC. Total					495.39
KINGSTON HOMES LLC	2456	BLD-21-0524	Genl Govt/Facilities	Refund BLD-21-0524	1,298.44
		PLM-21-0579	Genl Govt/Facilities	Refund PLM-21-0579	48.00
KINGSTON HOMES LLC Total					1,346.44
L.N. CURTIS AND SONS	3075	INV520186	Public Safety	Tactical Launcher	1,902.42
L.N. CURTIS AND SONS Total					1,902.42
LEE KNOTTNERUS	1765	1765-20211014	Human Resources	Webinar - Knottnerus	30.00
			Administration	Webinar - Knottnerus	45.00
LEE KNOTTNERUS Total					75.00
LESERINE MURITOK	3482	24	Judicial	Interpretation Services	120.00
LESERINE MURITOK Total					120.00
MARTA L. OCHOA-RUTHERFORD	3396	478	Judicial	Interpreting Services	130.00
		476	Judicial	Interpreting Services	130.00
		479	Judicial	Interpreting Services	130.00
MARTA L. OCHOA-RUTHERFORD Total					390.00
MAUL FOSTER ALONGI INC.	834	44134	Genl Govt/Facilities	Grant Application Assistance	493.75
MAUL FOSTER ALONGI INC. Total					493.75
MEGAN DEMOSS	3480	3480-20211014	Administration	Mileage Reimb - DeMoss	203.55
		3480-20211004	Administration	Meals Per Diem - DeMoss	148.00
MEGAN DEMOSS Total					351.55
MJB CONSULTING INC	3117	2019	Genl Govt/Facilities	State Lobbyist - Sept 2021	2,500.00
		2025	Genl Govt/Facilities	State Lobbyist - Oct 2021	2,500.00
MJB CONSULTING INC Total					5,000.00
MOTION & FLOW CONTROL PRODUCTS INC	2723	8055172	Public Works	Water Supp	186.23
MOTION & FLOW CONTROL PRODUCTS INC Total					186.23

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MWA ARCHITECTS INC	3636	202116.00-1	Public Works	PW Op's Center Design	7,187.88
MWA ARCHITECTS INC Total					7,187.88
NAPA AUTO PARTS	498	268725	Genl Govt/Facilities	Facilities/Water Supplies	9.38
			Public Works	Facilities/Water Supplies	139.54
		270088	Genl Govt/Facilities	Facilities Tractor Maint/Supplies	5.64
			Public Works	Facilities Tractor Maint/Supplies	39.08
		271563	Public Works	Street Sweeper Repair	35.55
		272596	Genl Govt/Facilities	Forklift Maint.	2.07
			Public Works	Forklift Maint.	30.82
		268737	Genl Govt/Facilities	Storm Trailer Maint & Shop Supp	1.25
			Public Works	Storm Trailer Maint & Shop Supp	84.96
		268576	Genl Govt/Facilities	Facilities Trailer Maint	2.52
			Public Works	Facilities Trailer Maint	17.48
		268558	Genl Govt/Facilities	Facilities Trail Maint	1.44
			Public Works	Facilities Trail Maint	10.02
NAPA AUTO PARTS Total					379.75
Nelson Matthew & Mackenzie	UB*00613	(blank)	Genl Govt/Facilities	Refund Check 010375-000 57 N 42nd Pl	202.36
Nelson Matthew & Mackenzie Total					202.36
NORTHSTAR CHEMICAL INC.	1019	205842	Public Works	Sodium Hypochlorite	939.83
NORTHSTAR CHEMICAL INC. Total					939.83
NORTHWEST NATURAL GAS - EPAY	315	8817-9-202109	Public Works	PW Shop - Natural Gas	24.33
		8578-7-202109	Genl Govt/Facilities	City Hall - Natural Gas	30.31
		1000591-6-202109	Public Safety	Police Department - Natural Gas	23.32
NORTHWEST NATURAL GAS - EPAY Total					77.96
NORTHWEST STAFFING	522	4119630	Community Development	Temp Services - Cleary	497.20
		4119761	Community Development	Temp Services - Cleary	497.20
		4120028	Community Development	Temp Services - Cleary	497.20
		4119892	Community Development	Temp Services - Cleary	497.20
NORTHWEST STAFFING Total					1,988.80
OFFICE OF MINORITY/WOMEN	322	3031792	Genl Govt/Facilities	Political Subdivision Fee 7/1/21-6/30/23	150.00
OFFICE OF MINORITY/WOMEN Total					150.00
ONE CALL CONCEPTS	326	1099096	Public Works	Excavation Notif./Modem Ticket Delivery - Sept. 2021	287.76
ONE CALL CONCEPTS Total					287.76
ON-HOLD CONCEPTS INC	2217	552483	Information Technology	On Hold Music Service - Sept 2021	24.95
ON-HOLD CONCEPTS INC Total					24.95
PACIFIC NORTHERN ENVIRONMENTAL LLC	3451	212879	Public Works	Abrams Well 10 Maintenance	287.26
		212938	Public Works	Abrams Well 10 Maintenance	1,642.41
PACIFIC NORTHERN ENVIRONMENTAL LLC Total					1,929.67
PACIFIC OFFICE AUTOMATION	2710	670424	Genl Govt/Facilities	Quarterly Usage - Q3.2021	64.08
			Public Works	Quarterly Usage - Q3.2021	50.05
			Community Development	Quarterly Usage - Q3.2021	46.06

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PACIFIC OFFICE AUTOMATION - Total					160.19
PACIFIC OFFICE AUTOMATION - LEASE	1564	73828409	Genl Govt/Facilities	RACC Copier Lease	19.22
				PW Shop Printer	5.48
				City Hall Copier Lease	609.88
			Public Works	RACC Copier Lease	285.72
				PW Shop Printer	81.65
			Community Development	RACC Copier Lease	304.94
				PACIFIC OFFICE AUTOMATION - LEASE Total	
PATRICIA THOMPSON	2644	2644-20211014	Administration	Mileage Reimb - Thompson	49.28
PATRICIA THOMPSON Total					49.28
PATRICK HILDRETH BRAND AND DESIGN	2372	2071	Genl Govt/Facilities	Professional Design/Web Maint	300.00
PATRICK HILDRETH BRAND AND DESIGN Total					300.00
PBS ENGINEERING AND ENVIRONMENTAL	342	0071069.004-4	Public Works	Royle Rd & S 15th Roundabout	11,772.50
		0071272.000-29	Public Works	Royle Road TIB Support	8,625.00
PBS ENGINEERING AND ENVIRONMENTAL Total					20,397.50
PIPELINE VIDEO INSPECTION LLC	3531	928257R	Public Works	Vactor Service	2,289.95
PIPELINE VIDEO INSPECTION LLC Total					2,289.95
POSTMASTER	348	0348-20211014	Genl Govt/Facilities	Postage Replenishment - Events Mailer	1,583.67
POSTMASTER Total					1,583.67
Prime Contractors	UB*00616	(blank)	Genl Govt/Facilities	Refund Check 013790-000 2014 N 2nd Way	136.28
Prime Contractors Total					136.28
PROFORCE LAW ENFORCEMENT	1014	461885	Public Safety	Taser Cartridges	912.62
		461883	Public Safety	Taser Power Mag	454.95
PROFORCE LAW ENFORCEMENT Total					1,367.57
PUBLIC SAFETY TESTING	354	PSTI21-209	Public Safety	PD Background Check	1,710.00
PUBLIC SAFETY TESTING Total					1,710.00
PURCOR PEST SOLUTIONS OF WASHINGTON LLC	3606	3109949	Genl Govt/Facilities	Pest Control - PW Shop	6.75
			Public Works	Pest Control - PW Shop	100.57
PURCOR PEST SOLUTIONS OF WASHINGTON LLC Total					107.32
Randall Karen	UB*00615	(blank)	Genl Govt/Facilities	Refund Check 013407-000 2608 S White Salmon Dr	9.51
Randall Karen Total					9.51
RICK BUCKNER POLYGRAPH	1092	20210920	Public Safety	Polygraph Testing	300.00
RICK BUCKNER POLYGRAPH Total					300.00
RICOH USA INC.	1662	105363107	Public Safety	PD Copier Lease	106.83
RICOH USA INC. Total					106.83
RIDGEFIELD CHAMBER OF COMMERCE	3048	360	Genl Govt/Facilities	2021 Annual Ridgefield Chamber Membership	150.00
RIDGEFIELD CHAMBER OF COMMERCE Total					150.00
RIDGEFIELD SCHOOL DISTRICT	378	1002100009	Public Works	RORC Traffic Signal Electricity	630.06
RIDGEFIELD SCHOOL DISTRICT Total					630.06
SIMPLOT PARTNERS	606	212102687	Public Works	Parks Supplies	997.28
SIMPLOT PARTNERS Total					997.28

Attachment: October 14, 2021 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield

Claims Payment Report
For Approval on:
October 14, 2021

Suomi Donna & Creighton	UB*00609	(blank)	Genl Govt/Facilities	Refund Check 011882-002 1589 S Harrier Cir	161.35
Suomi Donna & Creighton Total					161.35
SUPERIOR PRESS INC.	1742	4406384	Finance	Bank Deposit Stamps	82.23
SUPERIOR PRESS INC. Total					82.23
Swartz Jeff & Kara	UB*00608	(blank)	Genl Govt/Facilities	Refund Check 009916-000 3707 N Pioneer Canyon Dr	33.89
Swartz Jeff & Kara Total					33.89
SYMBOLARTS LLC	1866	0399885-IN	Public Safety	PD Badges	292.68
SYMBOLARTS LLC Total					292.68
TAC 1 SYSTEMS	1634	SI-010374	Genl Govt/Facilities	Radio Parts	(11.70)
			Public Safety	Radio Parts	151.02
TAC 1 SYSTEMS Total					139.32
Tapani Underground	UB*00611	(blank)	Genl Govt/Facilities	Refund Check 010944-004 Hydrant Meter S 15th St	360.31
Tapani Underground Total					360.31
THE PARR COMPANY	964	26582943	Public Works	Streets Supplies	7.78
		26581658	Public Works	Street Marking Supp	13.72
THE PARR COMPANY Total					21.50
THE PRINT SHOP	1580	70820	Genl Govt/Facilities	AP Checks/Envelopes	392.47
THE PRINT SHOP Total					392.47
TRACY BLEHM	809	0809-20211014	Human Resources	Mileage Reimb - Blehm	117.18
			Administration	Mileage Reimb - Blehm	13.02
TRACY BLEHM Total					130.20
USA BLUEBOOK	444	725270	Genl Govt/Facilities	Rain Jacket - Thiesen	5.69
			Public Works	Rain Jacket - Thiesen	108.08
		723535	Public Works	Gas Detector Repair	198.71
		723065	Genl Govt/Facilities	Much Boots - Thiesen/Portillo	17.76
			Public Works	Much Boots - Thiesen/Portillo	337.30
		708512	Public Works	Water and Stormwater Supplies	1,758.66
USA BLUEBOOK Total					2,426.20
Vang James	UB*00610	(blank)	Genl Govt/Facilities	Refund Check 011299-000 2315 S White Salmon Dr	100.88
Vang James Total					100.88
VENIAMIN PORTANSKY	3510	3510-20211014	Judicial	Interpreting Services	100.00
VENIAMIN PORTANSKY Total					100.00
WA STATE DEPARTMENT OF TRANSPORTATION	688	RE44JD16880L002	Public Works	Pioneer Street Extension Plan Review - 08.2021	762.48
WA STATE DEPARTMENT OF TRANSPORTATION Total					762.48
WALLIS ENGINEERING	464	16159	Public Works	Downtown Stormwater Enhancements	82,099.40
		16160	Public Works	N Simons St Stormwater Enhancements	10,099.60
WALLIS ENGINEERING Total					92,199.00
WALTER E. NELSON COMPANY	3553	1637533	Public Safety	Paper Towels - PD	69.89
WALTER E. NELSON COMPANY Total					69.89
WAPITI NW LLC	2545	9531	Genl Govt/Facilities	Vehicle Maintenance - 2005 Silverado - 69388D	73.75
			Public Works	Vehicle Maintenance - 2005 Silverado - 69388D	511.41

Attachment: October 14, 2021 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield

Claims Payment Report

For Approval on:

October 14, 2021

WAPITI NW LLC	2545	9500	Genl Govt/Facilities	Vehicle Maintenance - 2015 Silverado - 55292D	51.17
			Public Works	Vehicle Maintenance - 2015 Silverado - 55292D	972.14
WAPITI NW LLC Total					1,608.47
WASHINGTON STATE PATROL	463	I22001575	Genl Govt/Facilities	Background Checks - CPL	206.50
WASHINGTON STATE PATROL Total					206.50
WELLWORKS FOR YOU	3414	15260	Human Resources	Wellness Program - September 2021	548.00
WELLWORKS FOR YOU Total					548.00
WEX BANK - EPAY	3552	74574532	Genl Govt/Facilities	Sept 2021 Overnight Postage	29.00
				Sept 2021 Fuel	358.36
			Public Safety	Sept 2021 Fuel	1,953.17
			Public Works	Sept 2021 Fuel	5,338.91
			Community Development	Sept 2021 Fuel	545.35
WEX BANK - EPAY Total					8,224.79
WILCO FARM STORE	655	717939/6	Genl Govt/Facilities	Facilities Trailer Jack	14.34
			Public Works	Facilities Trailer Jack	109.20
WILCO FARM STORE Total					123.54
WOODLAND SAW AND CYCLE INC.	2223	1789	Public Works	Parks/Streets Supp	58.27
WOODLAND SAW AND CYCLE INC. Total					58.27
WOODLAND TRUE VALUE HARDWARE	1507	B246770	Public Works	Water Supplies	72.83
		A245026	Public Works	Water Supplies	1.94
WOODLAND TRUE VALUE HARDWARE Total					74.77
Young Paul	UB*00617	(blank)	Genl Govt/Facilities	Refund Check 008258-000 1820 S Taverner Dr	121.77
Young Paul Total					121.77
ZENNER PERFORMANCE METERS INC.	3354	0062112-IN	Public Works	Water Meters	4,383.16
ZENNER PERFORMANCE METERS INC. Total					4,383.16
Grand Total					358,854.08

Attachment: October 14, 2021 - Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 14, 2021

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from the September 23, 2021 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: 09-23-2021 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
September 23, 2021

Regular Meeting - 6:30 PM

STUDY SESSION - 5:00 P.M.

1. 2022 Budget - Personnel, Initiatives and Capital Projects

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	
Don Stose	Mayor	Present	
Jen Lindsay	Councilor	Present	
Rob Aichele	Councilor	Present	
Judy Chipman	Councilor	Present	
Rachel Coker	Councilor	Present	

LATE CHANGES TO THE AGENDA

None.

PUBLIC COMMENT

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

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.

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

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the September 9, 2021 Meeting**

PRESENTATION

- 1. 2400 : Charter Review Commission 2021 Update - Chuck Green, Charter Review Commission Co-Chair**

BUSINESS

1. Motion - Approval of Interlocal Agreement with Clark Regional Wastewater District

Revised Code of Washington Chapter 39.34 allows for governmental agencies to enter into interlocal agreements whereby each party can utilize the other party's services when it is determined to be in the best interest of both parties. The City of Ridgefield is beginning construction of improvements to Royle Road between Wells Drive and S. 19th Court, and has awarded the Construction Contract to NW Construction. Schedule C of the work is related to adjustment of the sanitary sewer force main within the project area. This interlocal agreement will provide a mechanism to allow the City to complete this work and for the District to reimburse the City for the costs associated with this work.

MOTION: MOVE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIDGEFIELD AND CLARK REGIONAL WASTEWATER DISTRICT FOR THE ROYLE ROAD IMPROVEMENT PROJECT AS PRESENTED.

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

PUBLIC COMMENT

None received.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Chipman - Attended Experience Ridgefield, Oktoberfest, budget advisory committee meeting, ride along with Officer King.

Council Member Lindsay - Attended Oktoberfest, High School football game, SW WA equality coalition webinar, CREDC board of directors meeting.

Council Member Aichele - Attended ribbon cutting ceremony for the new overpass, Main Street meeting, Ridgefield Chamber of Commerce board of directors meeting, pre-application conference.

Council Member Wells - Attended pre-application conference, ribbon cutting ceremony for the new overpass, CRWWD meeting.

Council Member Coker - Attended School Board meeting, Chamber networking event, Clark County green business morning blend.

Council Member Onslow - Attended Oktoberfest, ribbon cutting ceremony for the new overpass, CDBG meeting, RTC meeting, nature park prep work.

Mayor

Attended meeting with Senator King.

City Manager

City Manager Steve Stuart - Updated provided on State of WA redistricting, nature park volunteer event coming up, potential Parade of Homes update.

Public Works Director Bryan Kast - Old CDD building demo update, rainstorm update kudos to the crew.

Community Development Director Claire Lust - Community Development update, new employee, kudos to Building Official.

Deputy City Manager Lee Knottnerus - Events update provided.

Police Chief John Brooks - Police reform training update.

ADJOURN - [7:28 PM](#)

Julie Ferriss, City Clerk

Don Stose, Mayor

Attachment: 09-23-2021 (Approval of Minutes)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: October 14, 2021

ITEM:

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Approving a First Amendment Development Agreement with Pioneer Estates, LLC

AGENDA ITEM TITLE:

Ordinance No. 1349 – Approving an amendment to a Development Agreement with Union Ridge

GOVERNING LEGISLATION:

RCW 36.70B.170 - 36.70B.210 (Development Agreements)
RDC 18.310.150, Development Agreements

PREVIOUS COUNCIL ACTION TAKEN:

Approval of Union Ridge Master Plan Development Agreement – Effective June 30, 2006.

BACKGROUND:

The original development agreement was approved by Council Resolution Number 314 and signed by the City on June 30, 2006. The agreement was effective on June 30, 2006. Use designation for Union Ridge Master Plan adjusted lot 4 under the Union Ridge Master Plan was changed from Destination Retail/High Impact Commercial to Office/Industrial Park via PLZ-21-0049.

The development agreement amendment formally integrates the adjusted lot 4 use designation into the Union Ridge Master Plan which is referenced and contained within the original development agreement as Figure 3.

In addition to the change of uses being memorialized, the development agreement amendment adopts enhanced vegetative screening and façade standards to recognize the larger physical presence of the approved building on adjusted lot 4. Vegetative screening and façade design is memorialized in Exhibits B and C to the development agreement amendment.

BUDGET/FINANCIAL IMPACTS:

Staff does not foresee any budget or financial impacts as a result of an approval of this development agreement amendment.

RECOMMENDED ACTION OR MOTION:

Public Hearing and First reading only, no action.

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

ORDINANCE NO. 1349

**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A FIRST
AMENDMENT DEVELOPMENT AGREEMENT WITH PIONEER ESTATES, LLC**

WHEREAS, Pioneer Estates LLLP, with Schuck Colorado Ltd., its General Partner family, (hereinafter collectively referred to as "Owner") is the legal signatory authority for certain real property legally described in the Union Ridge Master Plan Development Agreement which is incorporated herein by this reference (hereinafter generally referred to as the "Agreement"); and

WHEREAS, the City and Owner entered into the Agreement effective June 30, 2006.

WHEREAS, the City is a Washington municipal corporation with land use planning and permitting authority over property within its corporate limits; and

WHEREAS, the City has the authority to enter into development agreements pursuant to RCW 36.70B.170; and

WHEREAS, Specht Development Inc. ("hereinafter generally referred to as the "Developer") wishes to amend uses in the Agreement's Master Plan for properties under Specht's control; and

WHEREAS, the City, Owner, and Developer wish to enter into an amended Agreement related to the development of adjusted Lot 4 of the property contemplated in the Agreement; and

WHEREAS, the City Council conducted a public hearing and took testimony on the proposed amended development agreement at a regular meeting held on October 14, 2021; and

WHEREAS, the City Council conducted a first reading of the ordinance on October 14, 2021;

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

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds, following a public hearing process, that it is in the public interest for the City of Ridgefield to approve the Amended Development Agreement with Owner.

Section 2. **Development Agreement Amendment Approved.** The City Council for the City of Ridgefield hereby approves the Amended Development Agreement and authorizes the City Manager to execute the agreement substantially in the form attached and to take such other actions as may be necessary to effect this agreement.

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

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

Section 5. **Effective Date**. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON
THIS 28th DAY OF OCTOBER 2021.

CITY OF RIDGEFIELD

Mayor, Don Stose

ATTEST:

Julie Ferriss, City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

Public Hearing:	October 14, 2021
First reading:	October 14, 2021
Second Reading/Passage:	
Date of Publication:	
Effective Date:	

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: October 14, 2021

ITEM:

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Approving a First Amendment to Development Agreement with Odc Ridgefield Heights, LLC

AGENDA ITEM TITLE:

Ordinance No. 1350 – Approving an amendment to a Development Agreement with Ridgefield Heights

GOVERNING LEGISLATION:

RCW 36.70B.170 - 36.70B.210 (Development Agreements)
RDC 18.310.150, Development Agreements

PREVIOUS COUNCIL ACTION TAKEN:

Approval of Ridgefield Heights Development Agreement – March 30, 2017. Approval by Hearings Examiner of Kemper 200-lot Subdivision – December 14, 2007

BACKGROUND:

The 2007 subdivision application (formerly “Kemper”) was approved by the Ridgefield Hearings Examiner for 200 lots. The decision also included a requirement that Kemper construct (at their expense) a connection to Pioneer Street / SR501 from S Bertsinger Road.

Due to topography, environmental, road classification, and cost concerns, developer asked City to consider a Development Agreement for the subdivision (subsequently referred to as “Ridgefield Heights”) that would change the classification of S Bertsinger Rd to local access only, remove the replacement bridge required by the 2007 Final Order, not allow new trips from subdivision onto S Bertsinger Rd, not allow construction traffic to use S Bertsinger Rd, require developer contribution for the future extension of S 35th Ave from project area to Pioneer Street / SR501, and require developer improvement of S 10th Way between the eastern boundary of the subject property to the intersection of S 35th Place. The City agreed to plan, design, and construct improvements to S 35th Place, which would connect improvements on S 10th Way and S 15th Street.

This amendment to the Development Agreement would change the requirements for improvement to S 35th Place from City to Developer responsibility and provide a process for City to reimburse those costs through Traffic Impact Fee Credits.

BUDGET/FINANCIAL IMPACTS:

Staff does not foresee any budget or financial impacts as a result of an approval of

this development agreement amendment, as the current cost burden for S 35th Place rests with the City and would simply be repaid to Developer through TIF Credits.

RECOMMENDED ACTION OR MOTION:

Public Hearing and First reading only.

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS: Ord 1350 Ridgefield Heights Development Agreement Amendment
(PDF)

ORDINANCE NO. 1350

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH ODC RIDGEFIELD HEIGHTS, LLC

WHEREAS, ODC Ridgefield Heights LLC (hereinafter referred to as "Owner") is a signatory of 2017 Ridgefield Heights Development Agreement (hereinafter referred to as the "DA") with the City of Ridgefield (hereinafter referred to as "City"), and current owner for certain real property subject to this DA (Assessor's Property Tax Parcel Account Numbers 213727000; 213491000; 213509000); and

WHEREAS, the City and Owner entered into the DA on March 30, 2017; and

WHEREAS, the City is a Washington municipal corporation with land use planning and permitting authority over property within its corporate limits; and

WHEREAS, the City has the authority to enter into development agreements pursuant to RCW 36.70B.170; and

WHEREAS, Lennar Northwest, Inc (hereinafter referred to as "Developer") is the current owner for certain real property subject to this DA (Assessor's Property Tax Parcel Account Number 213745000) and as such is a successor in interest bound by terms of the DA; and

WHEREAS, the City, Owner, and Developer wish to enter into an amended DA related to the responsibility for design and construction of traffic improvements on S 35th Place; and

WHEREAS, the City Council conducted a public hearing and took testimony on the proposed amended development agreement at a regular meeting held on October 14, 2021; and

WHEREAS, the City Council conducted a first reading of the ordinance on October 14, 2021;

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

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds, following a public hearing process, that it is in the public interest for the City of Ridgefield to approve the Amended Development Agreement with Owner and Developer.

Section 2. **Development Agreement Amendment Approved.** The City Council for the City of Ridgefield hereby approves the Amended Development Agreement and authorizes the City Manager to execute the agreement substantially

in the form attached and to take such other actions as may be necessary to effect this agreement.

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

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

Section 5. **Effective Date**. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON
THIS 28th DAY OF OCTOBER 2021.

CITY OF RIDGEFIELD

Mayor, Don Stose

ATTEST:

Julie Ferriss, City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

Public Hearing: October 14, 2021
First reading: October 14, 2021
Second Reading/Passage:
Date of Publication:
Effective Date:

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:
 City of Ridgefield
 Attn: Steve Stuart
 230 Pioneer St./P.O. Box 608
 Ridgefield, WA 98642-0608

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE:	DEVELOPMENT AGREEMENT
GRANTOR(S):	LENNAR NORTHWEST, INC. ("Developer") ODC RIDGEFIELD HEIGHTS LLC ("Owner")
GRANTEE:	CITY OF RIDGEFIELD, WASHINGTON ("City")
ABBREVIATED LEGAL DESC:	#44 OF SEC 20 T4NR1EWM 38.45A #7 SEC 19 T4NR1EWM 19.25A #24 OF SEC 20 T4NR1EWM 10A
FULL LEGAL DESCRIPTION:	See Exhibit A To This Document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:	213745000; 213727000; 213491000; 213509000
REFERENCE NUMBER OF RELATED DOCUMENTS:	N/A

DEVELOPMENT AGREEMENT

Effective Date: Date of Recording

PROPERTY

The real property subject to this Agreement consists of four tax parcels within the City of Ridgefield, Clark County, Washington – Assessor’s Property Tax Parcel Account Numbers 213745000, 213727000, 213491000, and 213509000. The legal description for the parcels is attached as **Exhibit A**. The four tax parcels are subject to a 2017 Development Agreement (hereinafter “DA”) between Owner and City.

PARTIES

LENNAR NORTHWEST, INC. are the current owners of fee title to subject parcel 213745000. As used herein, “Developer” means Lennar Northwest, Inc..

ODC RIDGEFIELD HEIGHTS LLC (hereinafter “Owner”) are the Grantors in the 2017 DA and a necessary signatory to this amendment due to their continued ownership in fee simple title to subject parcels 213727000, 213491000, and 213509000.

The CITY OF RIDGEFIELD is a Washington municipal corporation (hereafter “City”) and is responsible for land use planning and permitting pursuant to the Growth Management Act, RCW 35A.63 and RCW 58.17.

Owner, Developer, and the City, as defined in this Agreement, are collectively referred to as the Parties.

AUTHORITIES

Whereas, the Parties are authorized to enter this Agreement by RCW 36.70B.170(1).

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic costs of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. RESPONSIBILITY FOR DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO S 35TH PLACE

Under the DA, Section 5(b), the City is responsible for specified planning, designing, and construction of improvements to S 35th Place between S 10th Way and S 15th Street. The City in part agreed to improvements that “resolve deficiencies including, but not limited to, roadway widths constructed consistent with the scenic collector standard (24 feet of paved surface)” and “comply with current applicable roadway construction and stormwater standards”.

Owner is required in the DA to improve S 10th Way between the eastern boundary of the subject property to the intersection of S 35th Place to a scenic collector standard.

Developer is already undertaking design work for the Owner’s required S 10th Way improvements and expressed concern that the City’s required work on S 35th Way be initiated.

The Parties find there to be a benefit to the project and public for the work on S 10th Way and S 35th Place to be coordinated. To assure the work is completed in a timely fashion and at a lower overall cost to the Parties, the Parties hereby agree that the Developer shall take on all the responsibilities for S 35th Place improvements contained in the DA Section 5(b). In exchange for Developer's agreement to undertake this work, the City agrees to include S 35th Place in the 2022 Capital Facilities Plan Amendment, and present amendment to the City Council, for the purposes of making the work on S 35th Place eligible for reimbursement through Traffic Impact Fee Credits.

2. CITY'S RESERVED AUTHORITY

Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion generally is not a serious threat to public health and safety but the impact of congestion at any particular location may degrade to a level that constitutes a safety hazard, and that such action will only be taken by legislative act of the Ridgefield City Council after appropriate public process.

3. EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in several counterparts; each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts – PROVIDED that all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

4. TERMINATION

The Agreement may be terminated by a mutual agreement of the Parties in writing, which will be recorded.

5. AUTHORIZATION

The persons executing this Agreement on behalf of the Parties are authorized to do so and, upon execution by such parties, this Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

6. RUN WITH THE LAND

This Agreement shall run with the land and benefit and bind the Parties and the Parties' heirs, successors and assigns, and will be recorded with the Clark County Auditor.

7. ASSIGNABILITY AND CONTRACTUAL TRANSFER OF OBLIGATIONS

The rights and obligations established in this Agreement are assignable by Owner and/or Developer to its successors and assigns including, without limitation.

8. TERM

The Term of this Agreement will expire on the fifth (5th) anniversary of the date of the recording of this document if Developer does not commence construction of its project on the parcels prior to such date. The Term may, however, be extended in writing by mutual agreement of the Parties which shall be recorded.

9. PUBLIC HEARING

The Ridgefield City Council has approved execution of this Agreement by ordinance after a public hearing.

10. DISPUTE RESOLUTION

Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

11. APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Washington, and exclusive venue for any dispute will be in the Clark County Superior Court.

12. SEVERABILITY

If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

13. INCONSISTENCIES

If any provisions of the Ridgefield Development Code and land use regulations are deemed inconsistent with this Agreement, the court shall first attempt to harmonize the provisions and if unable to do so, the provisions of this Agreement will prevail, excepting the City's reserved authority as explicitly defined herein.

14. AMENDMENTS

This Agreement may only be amended by a mutual written agreement of the Parties that has been recorded in the Clark County deed records.

15. SURVIVAL

Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

16. NO DIRECT BENEFIT TO THIRD PARTIES

The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties as to the subject matter.

18. NOTICES

All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City:	City of Ridgefield Attn: Steve Stuart 230 Pioneer St./PO Box 608 Ridgefield, WA 98642-0608
With a copy to:	Janean Parker Law Office of Janean Z. Parker PO Box 298 Adna, WA 98522
Owner:	ODC Ridgefield Heights, LLC 19767 SW 72 nd Ave, Suite 100 Tualatin, OR 97062 _____ _____ Attn: _____

With a copy to:

 Attn: _____

Developer: Lennar Northwest, Inc.

With a copy to:

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

19. TIME IS OF THE ESSENCE

Time is of the essence in the performance of and adherence to each and every provision of this Agreement.

20. NON-WAIVER

Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

21. HEADINGS

The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

22. INTERPRETATION OF AGREEMENT; STATUS OF PARTIES

This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

23. FUTURE ASSURANCES

Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement so as to carry out the intent of this Agreement.

Signatures appear on the following pages.

OWNER

Barry A Cain

Date

STATE OF _____)

)ss.

County of _____)

This record was acknowledged before me on _____, 21 by _____
_____, as _____ of _____, a(n)
_____.

Notary Public for _____

My Commission Expires: _____

DEVELOPER

Lennar Northwest, Inc.

By: _____

STATE OF _____)

)ss.

County of _____)

This record was acknowledged before me on _____, 21 by _____
 _____, as _____ of _____, a(n)
 _____.

My Commission Expires: _____

 Notary Public for _____

CITY OF RIDGEFIELD

 By: Steven Stuart
 Its: City Manager

 Date

State of Washington)
) ss.
 City of _____)

I certify that I know or have satisfactory evidence that Steven Stuart is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Ridgefield to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2021.

(Seal or stamp)

 Signature

 Title
 My appointment expires _____

Approved as to form:

 City Counsel

EXHIBIT A**Legal Description**

The following described property lying in Section 19 and Section 20, Township 4 North, Range 1 East of the Willamette Meridian, situated in the County of Clark, State of Washington, to wit;

Tract "A"

The South West $\frac{1}{4}$ of the South West $\frac{1}{4}$ of said Section 20 except that portion lying South Westerly of Bertsinger Road (a.k.a. N.W. 259th Street and N.W. 51st Avenue), except public roads.

Tract "B"

Beginning at the North West corner of the South West $\frac{1}{4}$ of said Section 20 and running thence South along the Section line 619.5 feet to the true point of beginning; thence South 701.5 feet more or less to the South West corner of the North West $\frac{1}{4}$ of the South West $\frac{1}{4}$ of said Section 20; thence East 561 feet; thence North to a point 10 feet North of the center line of an unnamed creek running Easterly across said North West $\frac{1}{4}$ of the South West $\frac{1}{4}$, said point being South Easterly from the point of beginning; thence North Westerly in a direct line to the true point of beginning.

EXCEPT public roads.

Tract "C"

Beginning at the North East corner of the South East $\frac{1}{4}$ of said Section 19, thence South 1,254 feet; thence West 752 feet; thence in a Northerly direction to a point 868 feet West of the North East corner of said South East $\frac{1}{4}$; thence East 868 feet to the point of beginning.

EXCEPT tract in North East corner deeded to the Town of Ridgefield, recorded in Volume 101, Page 367, records of said county;

EXCEPT tracts in North East corner deeded to George B. Robinson, recorded in Volume 149, Page 286 and in Volume 178, Page 503, records of said County.

EXCEPT any portion thereof lying within the right of way of NW 264th Street, NW 54th Avenue and Bertsinger Road.

ALSO EXCEPT that portion conveyed to the State of Washington for State Highway 1-T by deed recorded under Auditor's File No. G94721.

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