



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, October 13, 2022
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

I. STUDY SESSION - 5:30 P.M.

1. Presentation on Performance Metrics - Kirk Johnson, Finance Director

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

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

III. PROCLAMATION

1. Breast Cancer Awareness Month

IV. PUBLIC COMMENT

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

V. CONSENT AGENDA

1. Approval of Claims And/Or Payroll
2. Approval of Minutes from the September 22, 2022 Meeting

VI. PRESENTATION

1. Ridgefield Main Street Update, MaryKay Lamoureux - Executive Director

VII. BUSINESS

1. Second Reading of Ordinance No. 1372 – Tree Preservation and Protection Code - Claire Lust, Community Development Director
2. First Reading of Ordinance No. 1375 – Erosion Control Code - Brenda Howell, Public Works Director
3. Resolution No. 616 – Approval of Intent to Annex – NW 24th Avenue - Claire Lust, Community Development Director
4. Motion - Selection of Overpass Art - Lee Knottnerus, Deputy City Manager
5. Motion - Approval of Interlocal Agreement with Clark Regional Wastewater District for Capital Project Coordination - Brenda Howell, Public Works Director

VIII. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and 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: October 13, 2022
ITEM: STUDY SESSION - 5:30 P.M.
AGENDA ITEM TITLE: Presentation on Performance Metrics

Presentation on Performance Metrics

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS: City of Ridgefield Performance Metrics (PDF)



Performance Metrics

October 13, 2022
5:30 PM – 6:30 PM



2023 Budget Agenda

- Review Current Performance Metrics
- GFOA Performance Metrics Guidance
- Review Options for 2023 Performance Metrics
- Provide Guidance and Direction for Performance Metrics



Performance Metrics

- 2022 Adopted Budget Performance Metrics – Handout
- ClearGov Transparency Dashboard (Performance Metrics)
<https://cleargov.com/washington/clark/city/ridgefield/dashboards>
- Example of Performance Metrics (Modeled after GFOA recommendation)



Performance Metrics

- GFOA Comments
 - GFOA Distinguished Budget Presentation Award
 - Policy Document
 - Financial plan
 - Operations guide
 - Communications device
 - Requirement for metrics is to show prior year actual (many entities show 2-3 years)
 - Current YTD metric
 - Budget year targeted metric
 - Departmental level metrics. All departments need to participate



Performance Metrics

- City Wide Metrics
 - The Price of Government
 - Major Revenue Sources – focusing on tax revenues
 - Retail Sales and Use Tax – Breakdown of Ongoing Sales to Construction One-Time Sales Tax
 - Forecast Budget Year and Five Years in the Future
 - Operating Funds – Forecast for Revenues and Expense for Budget Year and Five Years in the Future



City Council Goals

Goal #1: Plan and Manage the Growth of the City

The City should prepare for, plan and manage the expected growth and its impacts – so that Ridgefield is recognized for its livability, natural environment and innovative local economy.

Goal #2: Revitalize Downtown as a Destination Location

Create a vibrant downtown destination location that provides quality merchandise, service, and activities within an ambience that is unique to Ridgefield and not readily available elsewhere including a walkable downtown, small town character and regularly scheduled social events.

Goal #3: Create and Maintain Economic Stability for the City

Provide for a “complete community” where people can live, work, shop and play. Build a robust economy that provides a wealth of living wage employment opportunities for residents.

Goal #4: Assure the City’s Infrastructure is able to Meet Growing Community Needs

Plan for, manage and maintain the City’s infrastructure (access, streets, water/sewer, etc.), schools, transportation and City services to meet the population and business growth.

Goal #5: Retain Culture and History of Ridgefield

Build upon the City’s friendly inviting small town atmosphere, existence and appearance of historic elements of the community, walkable main streets and animated storefronts by preserving and enhancing them in a way that recovers, uncovers and celebrates its history.

Goal #6: Maximize the City’s Natural Resources and Attractions

Integrate the area’s natural resources such as the Wildlife Refuge, archeological resources, waterfront area, the Lewis & Clark and Native American connections and the building environments. Maintain a healthy environment with abundant opportunities for outdoor recreation and public access to the waterfront; and promote Ridgefield as a place to visit for outdoor recreation and appreciation of the area’s natural assets.

Goal #7: Actively Engage and Communicate with the Ridgefield Community

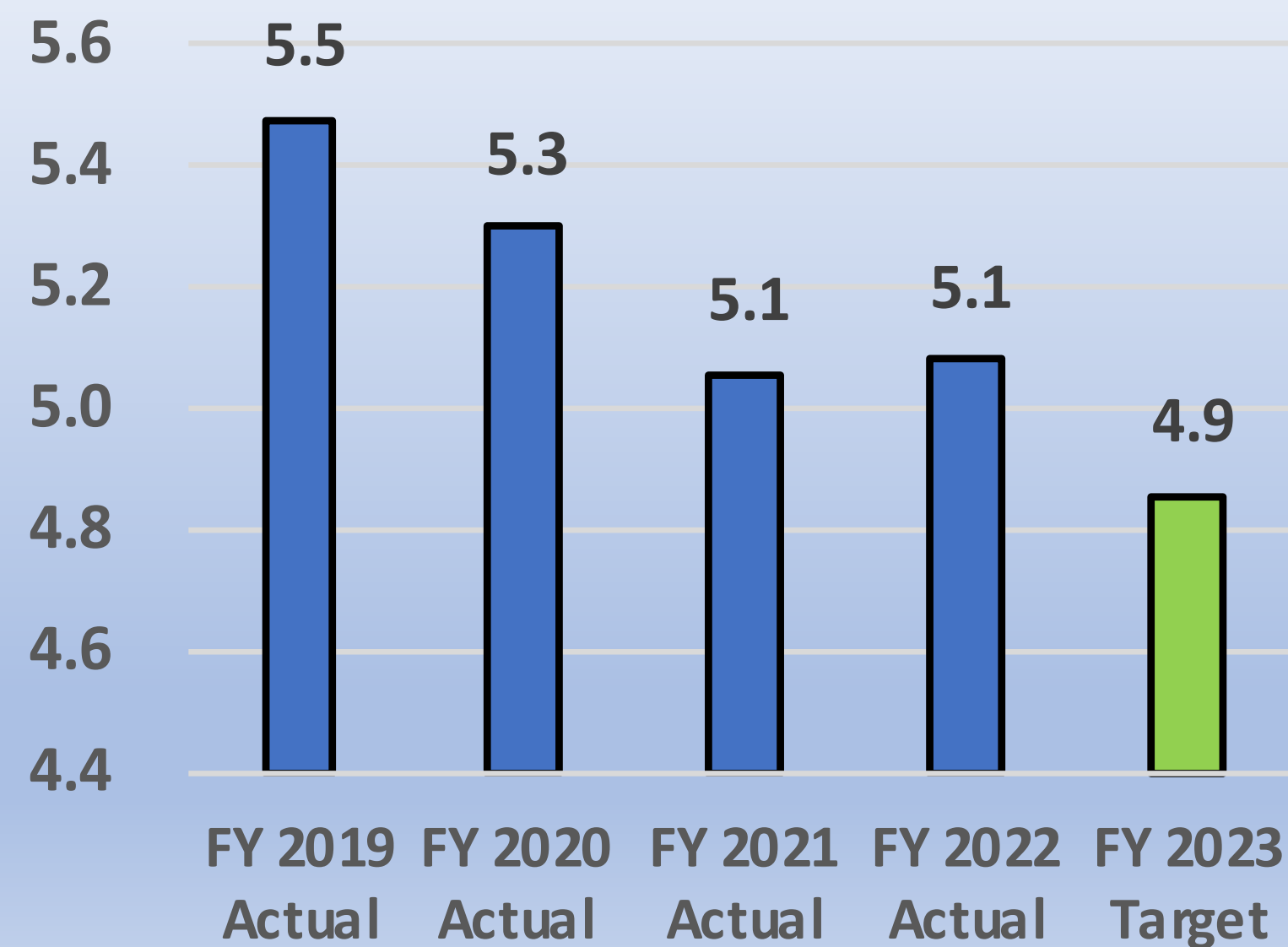
Create a community where the City works collaboratively with and listens to residents, organizations, and businesses to develop meaningful solutions to complex issues, realize sustainable visions for the City’s future and increase the capacity of the community to do something better by ensuring an open and accountable government, providing timely information on issues that impact the community and offering continuous public engagement opportunities.



Performance Metrics

Council Goal #1	Department	Human Resources
Provide High Level Public Services	Objective	To maintain effective staffing levels to provide high level services to the residents of Ridgefield
	Measurement	FTE's per 1,000 residents

FTE Per 1,000 Residents



Department Analysis & Insights

Since 2010 the city has averaged 5.6 FTE per 1,000 residents.

The national average is 6.1 FTE per 1,000 residents.

The city has recently conducted a study for the police department to review staffing needs.

The city will conduct a 2023 study to review staffing needs for Facilities, Water and Storm Water operations.

Example of a possible Format staff will use for the budget book



Performance Metrics

- Goal #1 Plan and Manage the Growth of the City
 - FTE per 1,000 residents
 - # of FTE's
 - Diversity of workforce by percentage
 - Average SFR permit review time in weeks
 - Average commercial/industrial permit review time in weeks
 - Building inspections per day
 - Crime rate
 - Response time to priority calls
 - Average calls for service per officer



Performance Metrics

- Goal #2 Revitalize Downtown as a Destination Location
 - Public investment in downtown core
 - Private investment in downtown core
 - Number of businesses in the downtown core
 - Vacant business space
 - Number of in person and virtual events
 - First Saturday vendor attendance



Performance Metrics

- Goal #3 Create and Maintain Economic Stability for the City
 - Reserve levels within policy
 - Assessed valuation
 - Credit rating
 - Ridgefield jobs per capita
 - New commercial/industrial industry space (Sq Ft)
- Additions?
 - Percentage of bonded debt
 - Clean audits annually



Performance Metrics

- Goal #4 Assure the City's Infrastructure is able to Meet Growing Community Needs
 - City investment in infrastructure
 - Water consumption in gallons per ERU
 - Water loss/leakage by % (Water produced but not billed)
 - Pavement condition index (PCI)
 - Road maintenance funding (\$/per center line mile)
- Additions?
 - Miles of trail/sidewalks/bike lanes added
 - Acres of park land added
 - Water meters installed



Performance Metrics

- Goal #4 Assure the City's Infrastructure is able to Meet Additions?
 - Catch basins cleaned
 - Culverts inspected
 - Street sweeping (curb miles)



Performance Metrics

- Goal #5 Retain Culture and History of Ridgefield
 - Volunteer hours (NOW)
 - Artwork downtown
 - Performing arts locations
 - Historic projects



Performance Metrics

- Goal #6 Maximize the City's Natural Resources and Attractions
 - Percentage of catch basins cleaned
 - Percentage of stormwater facilities inspected annually
 - Open space level of service (Acres per 1,000 population)
 - Community park level of service (Acres per 1,000 population)
 - Neighborhood level of service (Acres per 1,000 population)
 - Trail level of service (Miles per 1,000 population)
- Additions?
 - Water usage per capita
 - Water quality statistics - % lab results passed
 - Energy usage per sq ft – City facilities
 - Stormwater treatment facilities inspected
 - Stormwater treatment facilities maintained (Public)
 - Chemical and oil spill response



Performance Metrics

- Goal #7 Actively Engage and Communicate with the Ridgefield Community
 - Website engagement
 - Social media engagement
 - Number of public records requests
 - Average time to respond to public records request in days
 - PD - Youth community outreach



Performance Metrics

- Community Survey
 - Community satisfaction overall
 - Local government overall
 - Economic health overall
 - Property taxes overall
 - Community events overall
 - Shopping opportunities overall
 - Police department overall
 - Transportation overall
 - Utility services overall
 - Parks and recreation overall



Performance Metrics

- Department level pages
 - Public Works
 - # of work orders completed
 - Miles of pavement maintenance (pavement preservation)
 - Water loss
 - # of park reservations
 - Capital projects
 - Projects initiated (Design)
 - Projects under construction
 - Projects completed
 - % of projects that are grant funded
 - Development projects
 - # of subdivisions under construction
 - # of subdivisions constructed
 - # of commercial projects under construction
 - # of commercial projects receiving occupancy



Performance Metrics

- Department level pages
 - Finance
 - Accounts payable turnaround time goal – net 30
 - Invoices processed annually
 - Percentage of water accounts shutoff due to delinquency – goal 1.5%
 - New utility accounts processed annually
 - Contracts and purchase orders processed annually
 - Utility account payments made electronically
 - Accounts payable invoices paid electronically
 - Community Development
 - Single family residential permit review time
 - Commercial permit review time
 - Building inspections per day



Performance Metrics

- Department level pages
 - Admin
 - Job vacancies filled
 - Job vacancies filled by promotion
 - Employee separations by reason
 - % of employees participating in wellness
 - Number of grievances, ULP's, internal complaints
 - Worker's compensation claims
 - % of residents who perceive employees are well trained – survey
 - Public Safety
 - % part 1 crimes against persons cleared
 - % part 1 crimes against property cleared
 - Youth community outreach
 - DUI arrests





THANK YOU

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 13, 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: October 13, 2022 Claims Report (PDF)

City of Ridgefield

Claims Payment Report

For Approval on:

October 13th, 2022

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ANN KAORU STANINEC	3621	3621-20220929	Genl Govt/Facilities	BF 2022 Performance	700.00
ANN KAORU STANINEC Total					700.00
AQUATIC INFORMATICS INC.	3337	102009	Genl Govt/Facilities	08.2022 Web Tests	(42.91)
			Public Works	08.2022 Web Tests	541.91
AQUATIC INFORMATICS INC. Total					499.00
ARAMARK UNIFORM SERVICES	32	5291090331	Genl Govt/Facilities	09.2022 Floor Mats - PW Ops	1.24
			Public Works	09.2022 Floor Mats - PW Ops	16.79
			Community Development	09.2022 Floor Mats - PW Ops	2.61
		5291082550	Genl Govt/Facilities	09.2022 Floor Mats - PW Ops	1.24
			Public Works	09.2022 Floor Mats - PW Ops	16.79
			Community Development	09.2022 Floor Mats - PW Ops	2.61
ARAMARK UNIFORM SERVICES Total					41.28
ARBORSCAPE LTD INC	3562	22-92609	Public Works	955 Cemetery Rd Trimming	2,008.11
ARBORSCAPE LTD INC Total					2,008.11
BOB'S AUTOMOTIVE	57	23293	Community Development	Vehicle Maintenance - 2016 Ford Focus	326.70
BOB'S AUTOMOTIVE Total					326.70
BRENDA HOWELL	2875	2875-20221013	Genl Govt/Facilities	09.2022 Mileage reimbursement - Howell	1.13
			Public Works	09.2022 Mileage reimbursement - Howell	13.49
			Community Development	09.2022 Mileage reimbursement - Howell	41.63
BRENDA HOWELL Total					56.25
BRENT DANIELS	3825	2168	Public Works	Boyce Park Trash Removal	1,704.90
BRENT DANIELS Total					1,704.90
BRITTANI FREIMUTH	3418	3418-20221013B	Human Resources	AWC Member Expo - Mileage	395.63
		3418-20221013A	Human Resources	AWC Member Expo - Meals per Diem	118.00
BRITTANI FREIMUTH Total					513.63
Brown Michael	UB*00818	(blank)	Genl Govt/Facilities	Refund Check 006436-000 402 N 3rd Ave	12.13
Brown Michael Total					12.13
BSK ASSOCIATES	2119	VF03011	Public Works	09.2022 Coliform Testing	3,657.50
BSK ASSOCIATES Total					3,657.50
CABBROS CLEANING SERVICES LLC	3723	2188	Genl Govt/Facilities	09.2022 Janitorial	993.62
			Public Safety	09.2022 Janitorial	650.00
			Public Works	09.2022 Janitorial	2,143.02
			Community Development	09.2022 Janitorial	236.98
			Public Works	09.2022 Janitorial	801.38
CABBROS CLEANING SERVICES LLC Total					4,825.00
CALM.COM INC.	3820	INV5287	Human Resources	Wellness Program	2,992.15
CALM.COM INC. Total					2,992.15
CATHY DORIOT	79	0079-20221013	Public Safety	IACP Conference - Meals per Diem	352.00
CATHY DORIOT Total					352.00
CHMELIK SITKIN & DAVIS	3294	112336	Genl Govt/Facilities	09.2022 Park Laundry	4,292.90
CHMELIK SITKIN & DAVIS Total					4,292.90
CINTAS CORPORATION NO 2	3497	5127080785	Genl Govt/Facilities	10.2022 First Aid Supplies PW Ops	12.71

City of Ridgefield

Claims Payment Report

For Approval on:

October 13th, 2022

CINTAS CORPORATION NO 2	3497	5127080785	Public Works	10.2022 First Aid Supplies PW Ops	171.58
			Community Development	10.2022 First Aid Supplies PW Ops	26.67
CINTAS CORPORATION NO 2 Total					210.96
CITIES DIGITAL INC.	3382	55573	Community Development	Laserfiche Licensing - CDD Temp	1,024.28
CITIES DIGITAL INC. Total					1,024.28
CITY OF BATTLE GROUND	92	INV00395	Judicial	08.2022 Court Costs / Public Defender	19,688.42
CITY OF BATTLE GROUND Total					19,688.42
CLARK COUNTY	102	CI043913	Public Safety	Q4.2022 CRESA Emergency Management Fees	3,063.40
		CI043858	Public Works	Q1.2022 Whatley Decan Billing	4,510.91
		CI043859	Public Works	Q2.2022 Whatley Decan Billing	3,776.55
		CI043860	Public Works	07.2022-08.2022 Whatley Decan Billing	4,332.24
		CI043852	Judicial	08.2022 Pretrail Investigation / Supervision	1,250.96
		CI043930	Public Safety	Q4.2022 CRESA Operations	24,638.50
CLARK COUNTY Total					41,572.56
CLARK COUNTY FIRE DISTRICT #5	104	10794	Genl Govt/Facilities	PW Facilities Trenching & Shoring Training	75.27
			Public Works	PW Facilities Trenching & Shoring Training	549.73
CLARK COUNTY FIRE DISTRICT #5 Total					625.00
CLARK COUNTY TREASURER - PROPERTY TAX	3819	2022-68318304	Public Works	2022 Property Taxes - 68318304	26.03
CLARK COUNTY TREASURER - PROPERTY TAX Total					26.03
CLARK PUBLIC UTILITIES	3619	558312-2	Public Works	EV System at Davis Park	6,740.31
CLARK PUBLIC UTILITIES Total					6,740.31
CLATSKANIE RIFLE & PISTOL CLUB INC.	3593	4	Public Safety	Range Fees	130.00
CLATSKANIE RIFLE & PISTOL CLUB INC. Total					130.00
CLAYTON C KNIGHT	3622	3622-20220929	Genl Govt/Facilities	BF 2022 Performance	200.00
CLAYTON C KNIGHT Total					200.00
COLUMBIA PRECAST PRODUCTS	2396	56961	Public Works	Refuge Gate Repair	1,348.81
COLUMBIA PRECAST PRODUCTS Total					1,348.81
COLUMBIAN PUBLISHING	116	38389	Council	Ordinance 1373 - 2023 Mayor and Council Salary	43.20
		38457	Public Works	Ordinance 1374 and 1370 - Low Income Rates and Development Code	46.80
			Community Development	Ordinance 1374 and 1370 - Low Income Rates and Development Code	43.20
		38527	Community Development	Public Hearing - RSD Capital Facilites Plan Update	75.60
COLUMBIAN PUBLISHING Total					208.80
CORE & MAIN LP	2906	Q992963	Public Works	Water Meters	555.45
CORE & MAIN LP Total					555.45
DEPARTMENT OF ECOLOGY	144	23-WAR310616-1	Public Works	2023 Royle Road Improvements - Water Quality Program Permit	780.00
DEPARTMENT OF ECOLOGY Total					780.00
DEPARTMENT OF LICENSING - EPAY	154	RG0001090-2022	Genl Govt/Facilities	CPL Fees - Brunke	18.00
		RG0001100-2022	Genl Govt/Facilities	CPL Fees - Hyson	18.00
		RG0001097-2022	Genl Govt/Facilities	CPL Fees - Eaton	18.00
		RG0001103-2022	Genl Govt/Facilities	CPL Fees - Webb	18.00
		RG0001079-2022	Genl Govt/Facilities	CPL Fees - Kiser	18.00
		RG0001092-2022	Genl Govt/Facilities	CPL Fees - Eastman-King	18.00
		RG0001091-2022	Genl Govt/Facilities	CPL Fees - Little	18.00
		RG0001093-2022	Genl Govt/Facilities	CPL Fees - Swindell	18.00
		63585360	Public Works	Driving Record - Kyle Johnson	15.00
		RG0001083-2022	Genl Govt/Facilities	CPL Fees - Tucker	18.00

City of Ridgefield

Claims Payment Report

For Approval on:

October 13th, 2022

DEPARTMENT OF LICENSING - EPAY	154	RG0001102-2022	Genl Govt/Facilities	CPL Fees - Glaser	18.00
		RG0001086-2022	Genl Govt/Facilities	CPL Fees - Bynon	18.00
		RG0001101-2022	Genl Govt/Facilities	CPL Fees - Regalado	18.00
		RG0001095-2022	Genl Govt/Facilities	CPL Fees - 2022	18.00
		RG0001088-2022	Genl Govt/Facilities	CPL Fees - Miller	18.00
		RG0001096-2022	Genl Govt/Facilities	CPL Fees - Strieter	18.00
		RG0001098-2022	Genl Govt/Facilities	CPL Fees - McMullin	18.00
		RG0001094-2022	Genl Govt/Facilities	CPL Fees - Evenson	18.00
		RG0001082-2022	Genl Govt/Facilities	CPL Fees - Shafer	18.00
		RG0001087-2022	Genl Govt/Facilities	CPL Fees - Perez	18.00
		RG0001089-2022	Genl Govt/Facilities	CPL Fees - Burkhart	18.00
		RG0001081-2022	Genl Govt/Facilities	CPL Fees - Prentice-Wattson	18.00
		RG0001078-2022	Genl Govt/Facilities	CPL Fees - Barbo	18.00
		RG0001084-2022	Genl Govt/Facilities	CPL Fees - McCune	18.00
		RG0001085-2022	Genl Govt/Facilities	CPL Fees - Moore	18.00
		RG0001099-2022	Genl Govt/Facilities	CPL Fees - Douglas Page	18.00
		RG0001080-2022	Genl Govt/Facilities	CPL Fees - Gegenheimer	18.00
		DEPARTMENT OF LICENSING - EPAY Total			
DICK'S TIRE FACTORY	158	D41869	Public Works	PD Vehicle Maintenance - 69390D	51.25
		D41557	Public Safety	PD Vehicle Maint - 55293D	240.75
		D39959	Public Safety	PD Vehicle Maintenance - Gibson	25.00
		D41955	Public Safety	PD Vehicle Maint - 552994D	25.00
DICK'S TIRE FACTORY Total					342.00
DITCH MAINTENANCE SERVICES	1865	109	Public Works	09.2022 Ditch Maintenance & Cleaning	8,125.00
DITCH MAINTENANCE SERVICES Total					8,125.00
DKS ASSOCIATES	1565	82798	Community Development	08.2022 On-Call Review Services	1,027.50
DKS ASSOCIATES Total					1,027.50
FERGUSON US HOLDINGS INC.	3816	221169	Public Works	Meter Wrenches	80.74
FERGUSON US HOLDINGS INC. Total					80.74
FRANK SCHMIDT	3814	3814-20221013	Genl Govt/Facilities	Employee Reimbursement - Schmidt	4.47
			Public Works	Employee Reimbursement - Schmidt	8.94
			Community Development	Employee Reimbursement - Schmidt	75.94
FRANK SCHMIDT Total					89.35
FREDRICK A. CRIPPEN	191	002-2022FC	Public Works	09.2022 Water Professional Services - Crippen	1,942.50
		001-2022FC	Public Works	08.2022 Water Professional Services - Crippen	1,341.10
FREDRICK A. CRIPPEN Total					3,283.60
GALINA BURLEY	3766	3766-20221013	Public Works	09.2022 Mileage Reimbursement - Burley	115.13
GALINA BURLEY Total					115.13
Gallegos James Stone & Terri	UB*00807	(blank)	Genl Govt/Facilities	Refund Check 008255-000 1717 S Dusky Dr	39.91
Gallegos James Stone & Terri Total					39.91
GSI MARKETING GROUP	2811	268559	Genl Govt/Facilities	Business Cards - Canterini	6.96
				Business Cards - Schmidt	3.48
			Public Safety	Business Cards - Gibson	69.56
			Public Works	Business Cards - Canterini	34.78
				Business Cards - Schmidt	6.95
			Community Development	Business Cards - Canterini	27.82

Attachment: October 13, 2022 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield

Claims Payment Report

For Approval on:

October 13th, 2022

GISI MARKETING GROUP	2811		268559	Community Development	Business Cards - CDD	626.03
					Business Cards - Schmidt	59.13
			269636	Public Safety	PD Letterhead	230.21
			269113	Public Safety	Business Cards - Doran	222.20
			269436	Genl Govt/Facilities	Ridgefield Newsletter 2022 Edition #3	3,767.32
GISI MARKETING GROUP Total						5,054.44
Goldhammer Chelsey	UB*00814	(blank)		Genl Govt/Facilities	Refund Check 014095-000 1203 S Union Pl	0.01
Goldhammer Chelsey Total						0.01
GRAINGER	206		9438052715	Genl Govt/Facilities	Parks Water Fountain Repair Parts	(11.33)
				Public Works	Parks Water Fountain Repair Parts	143.13
GRAINGER Total						131.80
GSi WATER SOLUTIONS INC.	2971	00727.001-44		Public Works	08.2022 Hydrological Study	390.00
GSi WATER SOLUTIONS INC. Total						390.00
H.D. FOWLER COMPANY	2036	I6221401		Public Works	Water Meters	2,203.34
		I6221405		Public Works	Water Meters	1,911.14
H.D. FOWLER COMPANY Total						4,114.48
HARPER HOUF PETERSON RIGHELLIS INC.	1678		54550	Community Development	51st Ave Roundabout & Pioneer Widening	86,163.75
HARPER HOUF PETERSON RIGHELLIS INC. Total						86,163.75
HARRY'S LAWN AND POWER EQUIPMENT	214		229776	Public Works	PW Blower Parts - Parks/Streets/Cemetery	103.23
			2301086	Public Works	Parks Weed Eater Supplies	74.05
			230010	Genl Govt/Facilities	Edger Maintenance	13.63
				Public Works	Edger Maintenance	99.54
HARRY'S LAWN AND POWER EQUIPMENT Total						290.45
Hoadley Stephanie	UB*00809	(blank)		Genl Govt/Facilities	Refund Check 011572-000 195 N 43rd Pl	2.68
Hoadley Stephanie Total						2.68
HOME DEPOT VISA - EPAY	1805		8351920	Genl Govt/Facilities	PW Shop Tools	29.78
				Public Works	PW Shop Tools	400.83
HOME DEPOT VISA - EPAY Total						430.61
HONEY BUCKETS	223		553026878	Genl Govt/Facilities	PW Shop Port-a-Potty	11.41
				Public Works	PW Shop Port-a-Potty	153.59
			553037548	Genl Govt/Facilities	PW Ops Port-a-Potty	22.35
				Public Works	PW Ops Port-a-Potty	300.65
			553017740	Public Works	Davis Park Port-a-Potty	373.00
HONEY BUCKETS Total						861.00
INSTANT IMPRINTS CASCADE PARK	2371		52807	Genl Govt/Facilities	Uniforms - PW/CDD/ENG/Events	41.48
				Public Works	Uniforms - PW/CDD/ENG/Events	339.75
				Community Development	Uniforms - PW/CDD/ENG/Events	667.40
				Administration	Uniforms - PW/CDD/ENG/Events	155.01
			52808	Human Resources	Employee City Clothing	3,686.81
INSTANT IMPRINTS CASCADE PARK Total						4,890.45
J.L. STOREDAHL AND SONS	558		372620	Public Works	Storm Operational Supplies	267.33
			372385	Public Works	Heron Trail Realignment - Crushed Rock	1,511.62
J.L. STOREDAHL AND SONS Total						1,778.95
J2 BLUE PRINT SUPPLY	243	AR126964		Community Development	09.2022 Plotter Contract	98.62
		AR126979		Genl Govt/Facilities	BF 2022 Signage	248.70
		AR12610		Public Works	Cemetery Maps	143.35

City of Ridgefield

Claims Payment Report

For Approval on:

October 13th, 2022

J2 BLUE PRINT SUPPLY	243	AR126373	Public Works	1SAT Signs	97.74
J2 BLUE PRINT SUPPLY Total					588.41
JAMES STRICKLER	489	0789-20221013	Public Works	2022 WWCCPPG Seminar - Meals per Diem	83.00
JAMES STRICKLER Total					83.00
JENNIFER LINDSAY	3116	3116-20221013	Council	Mayor's Lunch Reimbursement	53.34
JENNIFER LINDSAY Total					53.34
JOSE PORTILLO	3812	3812-20221013	Genl Govt/Facilities	CLP Permit Renewal Reimb. - Portillo	4.23
			Public Works	CLP Permit Renewal Reimb. - Portillo	38.02
JOSE PORTILLO Total					42.25
KARI SOTHERN	3823	3823-20221013	Public Works	Car Wash Reimb. - Water main repair	45.00
KARI SOTHERN Total					45.00
KARL JOHANSSON	3569	21001-17	Public Works	08.2022 YMCA Site Plan	10,855.33
KARL JOHANSSON Total					10,855.33
KATHLEEN ANNE CROSBY	3822	3822-20220929	Genl Govt/Facilities	BF 2022 Performance	500.00
KATHLEEN ANNE CROSBY Total					500.00
KILLA BITES	3727	2407	Council	City Council Study Session Dinner	304.12
KILLA BITES Total					304.12
L.N. CURTIS AND SONS	3075	INV626276	Public Safety	PD Uniforms	168.85
		INV633671	Public Safety	PD Uniforms	211.88
L.N. CURTIS AND SONS Total					380.73
LAKESIDE INDUSTRIES	264	211591	Public Works	Streets Operatinal Supplies - Asphalt	1,280.21
LAKESIDE INDUSTRIES Total					1,280.21
Lennar NW Inc	UB*00817	(blank)	Public Works	Refund Check 009776-392 4248 S Waters Edge Way	69.52
	UB*00815	(blank)	Genl Govt/Facilities	Refund Check 009776-337 3725 S 41st Pl	282.71
Lennar NW Inc Total					352.23
LILY BOHL	3818	3818-2022-1013	Genl Govt/Facilities	1SAT Vendor Fee Refund - Indigo & Lily Co.	25.00
LILY BOHL Total					25.00
LISA BLAKE	2297	2297-20221013	Public Works	2022 WWCCPPG Seminar - Meals per Diem	83.00
LISA BLAKE Total					83.00
MALLORY SAFETY AND SUPPLY LLC	285	5432478	Genl Govt/Facilities	PW Safety Vests	64.43
		5433824	Public Works	PW Safety Vests	867.27
			Genl Govt/Facilities	PW Safety Vests Logo	9.77
			Public Works	PW Safety Vests Logo	131.41
		5446054	Community Development	CDD Safety Vests	10.58
		5446092	Community Development	CDD Safety Vests	91.41
MALLORY SAFETY AND SUPPLY LLC Total					1,174.87
MARIUS L MALATTIA	1817	165	Community Development	09.2022 Design Reviews	780.00
MARIUS L MALATTIA Total					780.00
MARK GENSMAN	3618	3618-20220929	Genl Govt/Facilities	BF 2022 Sound Engineer	400.00
MARK GENSMAN Total					400.00
MAUL FOSTER ALONGI INC.	834	49740	Genl Govt/Facilities	Grant Application Assistance	250.00
MAUL FOSTER ALONGI INC. Total					250.00
Mayer Jeff	UB*00810	(blank)	Genl Govt/Facilities	Refund Check 005834-000 34 N Depot St	4.73
Mayer Jeff Total					4.73
MICHAEL ROBARGE	3698	3698-20220929	Genl Govt/Facilities	BF 2022 Performance	300.00
MICHAEL ROBARGE Total					300.00

City of Ridgefield

Claims Payment Report

For Approval on:

October 13th, 2022

NORTHSTAR CHEMICAL INC.	1019	234039	Public Works	Water Chemicals	1,230.44
NORTHSTAR CHEMICAL INC. Total					1,230.44
ONE CALL CONCEPTS	326	2099096	Public Works	09.2022 Excavation Notification/Modem Ticket Delivery	223.08
ONE CALL CONCEPTS Total					223.08
ON-HOLD CONCEPTS INC	2217	583713	Information Technology	10.2022 On Hold Music Service	24.95
ON-HOLD CONCEPTS INC Total					24.95
OTAK INC.	1787	92200197	Community Development	08.2022 Commercial Development Review	4,918.00
OTAK INC. Total					4,918.00
PACIFIC OFFICE AUTOMATION - LEASE	1564	77615651	Genl Govt/Facilities	10.2022 Copier Lease PW Ops	25.87
			Public Works	10.2022 Copier Lease PW Ops	348.89
			Community Development	10.2022 Copier Lease PW Ops	54.22
		77599006	Genl Govt/Facilities	10.2022 Copier Lease City Hall	647.66
				10.2022 Copier Lease PW Shop	6.40
				10.2022 Copier Lease RACC	170.44
			Public Works	10.2022 Copier Lease PW Shop	86.13
			Community Development	10.2022 Copier Lease RACC	477.22
PACIFIC OFFICE AUTOMATION - LEASE Total					1,816.83
PARKER PACIFIC EXCAVATION	3765	4107	Public Works	Storm Pipeline Repair - Ash and Railroad	7,384.80
PARKER PACIFIC EXCAVATION Total					7,384.80
PATRICK CONNELL	3631	3631-20220929	Genl Govt/Facilities	BF 2022 Performance	300.00
PATRICK CONNELL Total					300.00
Patterson Christine & Jon	UB*00816	(blank)	Genl Govt/Facilities	Refund Check 013912-000 810 N Raven Dr	2.42
Patterson Christine & Jon Total					2.42
PBS ENGINEERING AND ENVIRONMENTAL	342	0071543.000-20	Public Works	08.2022 Pioneer Street Extension	14,322.73
		0071859.001-1	Public Works	08.2022 Horns Corner Park - Phase 1	16,883.38
		0071742.000-7	Public Works	08.2022 Mayors Meadow to Reiman Rd Design	456.50
		0071069.009-8	Public Works	08.2022 Royle Road Corridor Completion	22,239.00
		0071272.000-37	Community Development	08.2022 Developer Plan Review	10,677.50
PBS ENGINEERING AND ENVIRONMENTAL Total					64,579.11
Pioneer Village Holdings LLC	UB*00756	(blank)	Genl Govt/Facilities	Refund Check 013497-005 4320 S Settler Dr	28.69
Pioneer Village Holdings LLC Total					28.69
PORTLAND ENGINEERING INC	2082	11352	Public Works	09.2022 Q178V Ridgefield Cellular Telemetry	228.06
PORTLAND ENGINEERING INC Total					228.06
POSTMASTER	348	0348-20221013	Genl Govt/Facilities	Postage Replenishment - Newsletter	1,780.80
POSTMASTER Total					1,780.80
POWER RENTS LLC	2798	108298-2	Public Works	Streets Equipment Rental	186.03
		99064D-2	Genl Govt/Facilities	09.2022 PW Ops Forklift Rental	92.27
			Public Works	09.2022 PW Ops Forklift Rental	1,241.71
POWER RENTS LLC Total					1,520.01
PURCHASE POWER - EPAY	356	49782273	Genl Govt/Facilities	09.2022 Postage Replenishment	500.00
PURCHASE POWER - EPAY Total					500.00
Redbud LLC	UB*00813	(blank)	Genl Govt/Facilities	Refund Check 012376-015 2300 S Royal Ct	67.74
Redbud LLC Total					67.74
RICOH USA INC.	1662	106514775	Public Safety	09.2022 PD Copier Lease	107.03
RICOH USA INC. Total					107.03
RIDGEFIELD ART ASSOCIATION	2501	220802	Genl Govt/Facilities	F2T Catering Services	1,824.00

City of Ridgefield

Claims Payment Report

For Approval on:

October 13th, 2022

RIDGEFIELD ART ASSOCIATION	2501	220804	Genl Govt/Facilities	F2T 2022 - Catering Services	335.57
RIDGEFIELD ART ASSOCIATION Total					2,159.57
RIDGEFIELD HIGH SCHOOL BOOSTER CLUB	2404	1910	Genl Govt/Facilities	F2T Table Service and Clean Up	2,000.00
RIDGEFIELD HIGH SCHOOL BOOSTER CLUB Total					2,000.00
RIDGEFIELD LANDSCAPE PRODUCTS	3021	3021-202208	Genl Govt/Facilities	08.2022 Yard Debris Dump & Bark Dust	49.71
			Public Works	08.2022 Yard Debris Dump & Bark Dust	1,200.82
RIDGEFIELD LANDSCAPE PRODUCTS Total					1,250.53
RIDGEFIELD MAIN STREET	2212	2212-20221013	Genl Govt/Facilities	2022 City Partner 7th Annual Oktoberfest	1,200.00
RIDGEFIELD MAIN STREET Total					1,200.00
RONALD ONSLOW	930	0930-20221013	Public Works	Onslow Nature Park - Paint	131.62
RONALD ONSLOW Total					131.62
RONALD TAYLOR	3617	3617-20220929	Genl Govt/Facilities	BF 2022 Performance	200.00
RONALD TAYLOR Total					200.00
ROTSCHY INC.	2401	COM-22-0013	Genl Govt/Facilities	Permit Refund COM-22-0013	4,865.26
		COM-22-0014	Genl Govt/Facilities	Permit Refund COM-22-0014	4,865.26
		COM-22-0011	Genl Govt/Facilities	Permit Refund COM-22-0011	4,865.26
		COM-22-0012	Genl Govt/Facilities	Permit Refund COM-22-0012	4,865.26
		COM-22-0015	Genl Govt/Facilities	Permit Refund COM-22-0015	3,980.26
ROTSCHY INC. Total					23,441.30
SITEONE LANDSCAPE SUPPLY LLC	2951	123326971-001	Public Works	Streets Operational Supplies	128.20
		123439915-001	Public Works	Hillhurst Irrigation Supplies	1,140.75
SITEONE LANDSCAPE SUPPLY LLC Total					1,268.95
Stenberg Dennis Morgan & Andrea	UB*00808	(blank)	Genl Govt/Facilities	Refund Check 012981-000 3701 S 39th PI	320.53
Stenberg Dennis Morgan & Andrea Total					320.53
SUMMIT LAW GROUP PLLC	413	139931	Genl Govt/Facilities	Anti-Harassment Training	655.20
			Public Safety	Anti-Harassment Training	491.00
			Public Works	Anti-Harassment Training	415.60
			Community Development	Anti-Harassment Training	438.20
SUMMIT LAW GROUP PLLC Total					2,000.00
THE PARR COMPANY	964	26629492	Public Works	Storm Operational Suppling	120.96
		26630681	Public Works	Heron Trail Realignment	20.40
		26629205	Public Works	Water Operational Supplies	(10.16)
		26630116	Public Works	Heron Trail Realignment - Rebar	155.18
THE PARR COMPANY Total					286.38
TIREHUB LLC	3067	29588507	Public Safety	PD Vehicle Maintenance	701.73
TIREHUB LLC Total					701.73
TOTAL MECHANICAL INC.	3756	119915	Genl Govt/Facilities	HVAC Spring Maintenance - PW Shop	24.86
				HVAC Spring Maintenance - PW Ops	21.66
				HVAC Spring Maintenance - CH	359.12
			Public Safety	HVAC Spring Maintenance - PD	359.13
			Public Works	HVAC Spring Maintenance - PW Shop	334.27
				HVAC Spring Maintenance - PW Ops	292.08
			Community Development	HVAC Spring Maintenance - PW Ops	45.39
		121216	Genl Govt/Facilities	HVAC August Maintenance - PW Shop	24.86
				HVAC August Maintenance - PW Ops	21.66
				HVAC August Maintenance - CH	359.12

City of Ridgefield

Claims Payment Report

For Approval on:

October 13th, 2022

TOTAL MECHANICAL INC.	3756	121216	Public Safety	HVAC August Maintenance - PD	359.13
			Public Works	HVAC August Maintenance - PW Shop	334.27
				HVAC August Maintenance - PW Ops	292.08
			Community Development	HVAC August Maintenance - PW Ops	45.39
TOTAL MECHANICAL INC. Total					2,873.02
TRAFFIC SAFETY SUPPLY	432	INV052532	Genl Govt/Facilities	Street Signs	(31.13)
			Public Works	Street Signs	393.13
TRAFFIC SAFETY SUPPLY Total					362.00
TRANS 360 INC.	3813	213639	Genl Govt/Facilities	CDL Class A School - Portillo	600.00
			Public Works	CDL Class A School - Portillo	5,400.00
TRANS 360 INC. Total					6,000.00
Tufui Litia	UB*00812	(blank)	Genl Govt/Facilities	Refund Check 013375-000 2911 S Harper Valley Way	2.41
Tufui Litia Total					2.41
US BANK - EPAY	2237	6608965	Finance	RORC RIDLTGO18 Bond Administration Fees	300.00
		6608964	Finance	RORC RIDLTGO17 Bonds Administration Fee	300.00
US BANK - EPAY Total					600.00
USA BLUEBOOK	444	15285	Genl Govt/Facilities	PW Shop Operational Supplies	1.01
			Public Works	PW Shop Operational Supplies	13.38
		112022	Public Works	Water Operational Supplies	89.26
		110242	Public Works	Water Operational Supplies	69.40
		122238	Public Works	Measuring Wheels - Scott and Kelly	209.19
		102620	Public Works	Water Operational Supplies	222.24
		37635	Public Works	Water Supplies - Test Strips & Inverted Paint	397.93
		108811	Public Works	Water Operational Supplies	155.43
USA BLUEBOOK Total					1,157.84
VAIRKKO TECHNOLOGIES LLC	3699	20582	Genl Govt/Facilities	09.2022 PD Scheduling Software	(12.25)
			Public Safety	09.2022 PD Scheduling Software	154.65
VAIRKKO TECHNOLOGIES LLC Total					142.40
VANPORT MECHANICAL & FIRE SPRINKLERS INC.	3761	15646082522	Genl Govt/Facilities	Annual Fire Sprinkler Test - PW Ops	26.37
			Public Works	Annual Fire Sprinkler Test - PW Ops	355.50
			Community Development	Annual Fire Sprinkler Test - PW Ops	55.25
VANPORT MECHANICAL & FIRE SPRINKLERS INC. Total					437.12
WALTER E. NELSON COMPANY	3553	1736642	Genl Govt/Facilities	Paper Products - PW Ops	23.72
			Public Works	Paper Products - PW Ops	319.94
			Community Development	Paper Products - PW Ops	49.72
		1736776	Public Safety	PD Paper Products	56.22
WALTER E. NELSON COMPANY Total					449.60
WAPITI NW LLC	2545	10599	Genl Govt/Facilities	PW Vehicle Maintenance - 55292D	66.02
			Public Works	PW Vehicle Maintenance - 55292D	374.12
		10647	Community Development	CDD Vehicle Maintenance - 2016 Ford Focus SE - 57240D	291.29
WAPITI NW LLC Total					731.43
WEATHERBY PARENT LLC	3824	401349	Genl Govt/Facilities	PowerPlus Investigation System Service Package	(125.04)
			Public Safety	PowerPlus Investigation System Service Package	1,579.04
WEATHERBY PARENT LLC Total					1,454.00
WELLWORKS FOR YOU	3414	20898	Genl Govt/Facilities	09.2022 Wellness Program	(67.34)
			Human Resources	09.2022 Wellness Program	850.34

Attachment: October 13, 2022 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield

Claims Payment Report

For Approval on:

October 13th, 2022

WELLWORKS FOR YOU Total					783.00
WILCO FARM STORE	655	723909/6	Public Works	Heron Trail Realignment - T-Posts	148.03
		723939/6	Public Works	Heron Trail Realignment	32.50
		723931/6	Public Works	Heron Trail Realignment	97.53
WILCO FARM STORE Total					278.06
WILCOX AND FLEGEL	1469	0734798-IN	Genl Govt/Facilities	PW Diesel	133.21
			Public Works	PW Diesel	1,792.61
WILCOX AND FLEGEL Total					1,925.82
Young Jessica	UB*00811	(blank)	Genl Govt/Facilities	Refund Check 011807-000 939 N 1st Ave	0.44
Young Jessica Total					0.44
Grand Total					367,158.95

Attachment: October 13, 2022 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 13, 2022

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from the September 22, 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: 09-22-2022 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
September 22, 2022

Regular Meeting - 6:30 PM

STUDY SESSION - 5:00 P.M.

1. 2023 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	
Jen Lindsay	Mayor	Present	
Rob Aichele	Councilor	Present	
Judy Chipman	Councilor	Present	
Rachel Coker	Councilor	Absent	
Matt Cole	Councilor	Present	

MOTION: COUNCIL MEMBER AICHELE MOVED TO EXCUSE COUNCIL MEMBER COKER FROM THE MEETING.

SECOND: COUCNIL MEMBER ONSLOW.

MOTION PASSED.

LATE CHANGES TO THE AGENDA

City Manager Steve Stuart - Yes, remove Proclamation off agenda.

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/>

Attachment: 09-22-2022 (Approval of Minutes)

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.

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

1. Approval of Claims And/Or Payroll
2. Approval of Minutes from the September 8, 2022 Meeting

PRESENTATION

Washington State Legislative Update - Mike Burgess

BUSINESS**1. Motion - Selection of Vendor for Roundabout Grapes**

After multiple discussions between City Council and City staff from late 2014 to the present, City Council formally memorialized the purpose of grapes planted in the 56th and 65th roundabouts along SR501/Pioneer Street as follows: The Roundabout Grapes were planted as - and will continue to be - a reminder of and testament to the vibrant winemaking community in and around Ridgefield. The City Council also memorialized a process for determining the use of the roundabout grapes each year. The first step in that process is to research possible vendors who would be willing to work with the City on creating a product from the grapes which will remain as public property for non-pecuniary uses. In 2022, City staff reached out to winemakers around Clark County to determine interest in working with the City to store, process, and ultimately bottle wine from the marechal foch roundabout grapes. Direct outreach was also undertaken by Councilors, leading to contact and interest by 14 Acres Winery owner David Regan. No other wineries replied to the requests. If City Council chooses to proceed with selection of 14 Acres as the 2022 roundabout grapes vendor, City staff will begin work with the vendor immediately to finalize a vendor agreement which will come before City Council.

MOTION: MOVED TO APPROVE 14 ACRES WINERY AS THE VENDOR FOR 2022 RIDGEFIELD ROUNDABOUT GRAPES.

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

2. Motion - Approval of Ridgefield Heights Phase 1 & 2 Final Plat

The Ridgefield Heights project area is south of Pioneer Street/SR 501 and north of S 10th Way. Phases 1 and 2 are in the southeast portion of the project. The applicant proposes to subdivide Phases 1 and 2 (Assessor's # 213745000, 28.6 acres, RLD-4) into 100 single-family detached residential lots. The lots range from 5,512 square feet (Lot 31) to 9,953 square feet (Lot 48). The average lot area is 6,753 square feet, in compliance with the minimum average lot area of 6,000 square feet established through the post-decision review. Public streets or private drives provide direct access to each of the lots in Phases 1 & 2. Staff finds that the applicant has addressed all other applicable planning conditions of approval from the preliminary plat and post-decision review and all other land use comments.

City Council discussion.

MOTION: MOVED TO APPROVE THE RIDGEFIELD HEIGHTS PHASE 1 & 2 FINAL PLAT WITH A CONDITION OF COMPLETION OF SOUTH 35TH PLACE AS DETAILED IN SECTION 5B OF THE DEVELOPMENT AGREEMENT PRIOR TO OBTAINING MYLAR SIGNATURES.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jen Lindsay, Mayor
SECONDER:	Lee Wells, Councilor
AYES:	Onslow, Wells, Lindsay, Aichele, Chipman, Cole
ABSENT:	Coker

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/>

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Cole - Attended Ridgefield arts association meeting and provided an update.

Council Member Chipman - Attended Clark Regional Wastewater District meeting, Octoberfest event, City Manager briefing.

Council Member Wells - Attended 2 pre-application conferences, Alliance meeting.

Council Member Aichele - Attended 2 pre-application conferences, helped with the set up for Octoberfest event, Port of Ridgefield meeting.

Council Member Onslow - Attended Octoberfest event, CDBG meeting, C-Tran meeting, RTC meeting, City Manager briefing, Alliance meeting.

Mayor

Attended WA State Transportation commission meeting.

Congratulations to Council Member Onslow on First Citizen award.

Thank you to Chief Brooks for his service to the Ridgefield Police Department.

City Manager

Chief Brooks - Thanked the City Council and City staff for the support.

City Manager Steve Stuart - Provided an update on WA Transportation Commission meeting. Thanked Chief Brooks for his service to the City.

Finance Director Kirk Johnson - State Auditor exit interview is scheduled for Monday, September 26th.

Deputy City Manager Lee Knottnerus - First Saturday event update provided.

ADJOURN - [7:50 PM](#)

Julie Ferriss, City Clerk

Jennifer Lindsay, Mayor

Attachment: 09-22-2022 (Approval of Minutes)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING October 13, 2022

DATE:

ITEM:

AGENDA ITEM AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON Amending
TITLE: CERTAIN CHAPTERS WITHIN Title 18 of the Ridgefield Municipal Code TO
 REGulate TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT

PREVIOUS COUNCIL ACTION TAKEN:

Public hearing and first reading: August 25, 2022

SUMMARY/BACKGROUND:

On August 25, 2022 Council held a public hearing and first reading on the proposed tree removal and protection code. As proposed, the code established a communication tool for staff, developers, and contractors to have a shared understanding of which trees are to be removed, which are to be retained, and how those retained are to be protected during construction.

During the August 25 meeting, Council directed staff to research additional measures for tree preservation on developing sites. Based on sample codes from other Washington cities (including Camas and Vancouver) and feedback from local engineers and landscape architects, staff updated the proposed tree code. The proposed text amendments are attached. Key elements include:

- Framing changed from tree removal and protection to tree preservation and protection.
- Code applicable to any developing site, with a short list of exemptions.
- Tree preservation and protection plan to be reviewed concurrently with a land use application, or as a standalone Type I process.
- Required tree density of 20 tree units per site acre, excluding ROW.
 - Tree units for existing trees based on diameter at breast height (dbh).
 - Tree units for new trees based on caliper (deciduous) or height at planting (evergreen).
- Order of priority for preserving existing trees is:
 - Heritage trees.
 - Oregon white oaks 6" dbh or larger.
 - Groves of three or more trees.
 - Other native trees 12" dbh or larger or any trees 24" dbh or larger.
- Existing trees may be excluded from preservation if they are at risk of failure or are damaging existing property.
- Replacement tree planting required to make up the rest of the required tree density. On-site planting is prioritized, but off-site planting is possible if room is unavailable and the City approves the location. Optimize tree diversity and inclusion of native species. The order of priority for planting replacement trees:

- In or adjacent to critical areas and buffers.
- Adjacent to stormwater facilities.
- In common open space.
- In entrance landscaping areas or other prominent landscaping areas.
- On individual residential lots.
- Installation and maintenance of replacement trees is to follow existing landscaping standards.
- Measures for tree protection during construction are unchanged since the August 25 meeting.

Minor updates to other chapters in Title 18, adding a tree preservation and protection plan to the list of submittal requirements for different land use applications, are also included as attachments.

BUDGET/FINANCIAL IMPACTS:

None.

ACTION OR MOTION:

Adopt Ordinance No. 1372 by making the following motion:

“I move to adopt Ordinance No. 1372, as presented.”

STAFF Claire Lust, Community Development Director

CONTACT:

ATTACHMENTS Tree Code_final updates_10072022 (PDF)
 : 18.235.060__Special_provisions_for_the_Ridgefield_Mixed_Use_Overlay__RMUO
 _ (DOCX)
 18.280.050__Submittal_requirements (DOCX)
 18.500.040__Submittal_requirements (DOCX)
 18.550.020__Preliminary_binding_site_plan_application (DOCX)
 18.610.020__Preliminary_short_plat_application_contents (DOCX)
 18.615.020__Preliminary_large_lot_plat_application_contents (DOCX)
 18.620.030__Application_for_a_subdivision_Requirements (DOCX)

ORDINANCE NO. 1372**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING CERTAIN CHAPTERS
WITHIN TITLE 18 OF THE RIDGEFIELD MUNICIPAL CODE TO REGULATE TREE PRESERVATION
AND PROTECTION DURING DEVELOPMENT**

WHEREAS, Title 18 of the Ridgefield Municipal Code regulates development; and

WHEREAS, the Public Works and Community development departments find that insufficient measures exist to monitor tree preservation, removal and protection during development activity; and

WHEREAS, the City wishes to regulate tree preservation, removal and protection during development and provide for enforcement of violations in order to implement the Ridgefield Urban Area Comprehensive Plan; and

WHEREAS, the City of Ridgefield, located in Clark County, Washington, is required to plan under the Growth Management Act (GMA), Revised Code of Washington (RCW) Chapter 36.70A; and

WHEREAS, Ridgefield adopted the Ridgefield Urban Area Comprehensive Plan (RUACP), as amended, consistent with the GMA; and

WHEREAS, RCW 36.70A.040 and WAC 367-195-800 require jurisdictions planning under the GMA to adopt development regulations that are consistent with the adopted Comprehensive Plan and which implement the Comprehensive Plan policies goals and policies; and

WHEREAS, Title 18 of the Ridgefield Municipal Code (RMC) was established in 1995 by Ordinance 676 and amended thereafter, and is intended to implement the Ridgefield Comprehensive Plan; and

WHEREAS, the Ridgefield City Council passed additional resolutions after this time period that revised the development regulations, most recently including Ordinance No. 1370; and

WHEREAS, the City of Ridgefield submitted notice of the proposed amendments to Title 18 to the Washington State Department of Commerce on July 21, 2022 consistent with RCW 36.70A; and

WHEREAS, consistent with WAC 197-11-340(2), on August 19, 2022 the City of Ridgefield issued a SEPA Determination of Non-significance (DNS) regarding the proposed Ridgefield Development Code update; and,

WHEREAS, the SEPA DNS public comment period expired on September 2, 2022 and the City addressed all comments received; and,

WHEREAS, the Ridgefield Planning Commission, after conducting a public hearing on the proposed amendments on August 3, 2022, forwarded a recommendation of approval to the City Council; and

WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the proposed amendments during a regularly scheduled City Council meeting held on August 25, 2022; and

WHEREAS, the Ridgefield City Council conducted a second ordinance reading on the proposed amendments during a regularly scheduled meeting held on October 13, 2022; and

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

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to adopt amendments to Title 18 of the Ridgefield Municipal Code pertaining to tree preservation and protection.

Section 2. Amendments to Title 18 of the Ridgefield Municipal Code. The Ridgefield City Council hereby amends Title 18 as set forth below in Exhibits A-H, attached hereto and incorporated by this reference.

Section 3. Compliance with RCW 36.70A.130. The City of Ridgefield has met its obligations under RCW 36.70A.130 and finds no additional compliance actions are necessary.

Section 4. 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, zoning district names, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect

the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

Section 6. Applicability. This ordinance shall be applied in the current city limits and City of Ridgefield Urban Growth Area (UGA) as adopted by the Clark County Board of County Commissioners and the subsequent acceptance by the Ridgefield City Council.

Section 7. Effective Date. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 13th DAY OF SEPTEMBER, 2022.

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss,
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading/Passage: August 25, 2022

Second Reading/Passage: October 13, 2022

Date of Publication:

Effective Date:

EXHIBIT A:

Amendments to Chapter 18.840 of the Ridgefield Municipal Code

EXHIBIT B:

Amendments to Chapter 18.235.060

EXHIBIT C:

Amendments to Chapter 18.280.050

EXHIBIT D:

Amendments to Chapter 18.500.040

EXHIBIT E:

Amendments to Chapter 18.550.020

EXHIBIT F:

Amendments to Chapter 18.610.020

EXHIBIT G:

Amendments to Chapter 18.615.020

EXHIBIT H:

Amendments to Chapter 18.620.030

Chapter 18.840 TREES

18.840.010 Purpose and intent.

The purpose of this chapter is to establish regulations and procedures for preservation and protection of trees, to retain and protect trees with development, and to ensure that the city and any areas that may become part of the city will continue to realize the benefits provided by its tree canopy.

(Ord. No. 1241, § 2(Exh. A), 10-12-2017)

18.840.020 Tree preservation and protection plan – applicability

Unless otherwise exempted, any site subject to a development within the City of Ridgefield shall be required to develop a tree preservation and protection plan and shall be required to meet the minimum tree density herein created.

18.840.030 Tree preservation and protection plan – exemptions

The following activities are exempt from a tree preservation and protection plan.

- A. Emergencies. Removal of trees necessary to protect public safety or private or public property from imminent danger, as determined by an arborist or accredited landscape architect.
- B. Residential parcels. Removal of trees on lots which 1) have an existing single-family residence, and 2) which cannot be further divided in accordance with the parcel's underlying zoning. Such exemption shall not apply to lots subject to a previously approved tree preservation and protection plan.
- C. Undeveloped property. Removal of up to a total of six trees from an undeveloped parcel within any consecutive 36-month period, if the parcel is intended to remain undeveloped for a period of six years. Such intent shall be recorded in a covenant with a copy provided to the Community Development Director.
- D. Minor development. A tree preservation and protection plan is not required for any site disturbance less than 1,000 square feet and where no tree will be removed or adjacent tree(s) impacted.

18.840.040 Tree preservation and protection plan – submittal requirements.

- A. In order to obtain approval of a tree preservation and protection plan, an applicant shall submit a plan to the city, prepared by an arborist or accredited landscape architect, that is drawn to scale and includes the following:
 - 1. Approximate location of all existing trees on site and within 15 feet of the site. Trees located within a protected critical area or buffer that are not proposed to be cut may be omitted from the plan;
 - 2. Exact location, species, diameter at breast height (dbh), and dripline of each Oregon white oak 6 inches dbh or larger, each other native tree 12 inches dbh or larger, and each tree 24 inches dbh or larger;

3. Account of the health or hazard condition and recommendations for treatment for each tree in (1) and (2);
4. Identification of trees proposed to be cut and retained;
5. Tree density calculations for existing trees to be preserved and trees proposed for planting;
6. Replacement tree planting plan;
7. Location and type of tree protection measures to be installed per RDC 18.840.080;
8. Identification of the contact person responsible for preparing tree preservation and protection plan;
9. Location of existing and proposed roads, water, sanitary and storm sewer, and other utility lines/facilities and easements;
10. Location of existing and proposed structures;
11. Grade change or cut and fill during and/or after construction;
12. Existing and proposed impervious surfaces; and
13. Any other information reasonably required by the city.

18.840.050 Tree preservation and protection plan – review procedure.

- A. Tree preservation and protection plans submitted with a land use application shall be reviewed concurrently with the application.
- B. Any other tree preservation and protection plan shall be reviewed using a Type I procedure.

18.840.060 Tree preservation and protection plan – review standards.

- A. Alternative compliance. All tree removal activities regulated by this chapter shall be performed in compliance with the applicable standards in the chapter unless the applicant demonstrates that alternate measure or procedures will be equal or superior to the provisions of this chapter in accomplishing the purposes of this chapter. Such alternative measures and procedures are subject to approval by the Community Development Director.
- B. Design standards. For all non-exempt development, the following standards shall apply.
 1. In designing a development project and in meeting the required minimum tree density, the applicant should prioritize preservation of existing trees over removal and replacement.
 2. The applicant shall prepare the required tree preservation and protection plan with the following order of tree preservation priority.
 - a. Heritage trees.
 - b. Oregon white oaks 6 inches dbh or larger.
 - c. Groves of three or more trees with a minimum individual tree size of 12" dbh and with overlapping or touching crowns.
 - d. Other native trees 12 inches dbh or larger or any trees 24 inches dbh or larger.

3. Trees to be preserved must be healthy, wind-firm, and appropriate to the site at their mature size, as identified by an arborist or accredited landscape architect. A tree may be excluded from preservation if it has one of the following conditions, and that condition cannot be corrected with reasonable arboricultural practices or site redesign:
 - a. The tree has a combination of structural defects and/or disease which makes it subject to a high probability of failure.
 - b. The tree is causing obvious physical damage to public or private property.
4. When replacement trees are required to meet the minimum tree density, they shall be planted in the following order of priority.
 - a. Trees planted within or adjacent to designated critical areas and buffers.
 - b. Trees planted adjacent to stormwater facilities.
 - c. Trees planted in common open space.
 - d. Trees planted in entrance landscaping areas or other prominent landscaping areas.
 - e. Trees planted on individual residential building lots.

18.840.070 Tree density requirement.

- A. Minimum tree density. The required minimum tree density is 20 tree units per acre for new development and new site disturbance in existing developments.
 1. The tree density may consist of existing trees, replacement trees, or a combination thereof pursuant to the priorities established in RDC 18.840.060.
 2. Each required street tree may be counted as 0.5 tree units.
 3. Minimum tree density does not apply in zones where 100 percent impervious surface coverage is permitted.
- B. Tree density calculation.
 1. City right-of-way, areas to be dedicated as city right-of-way, and required pervious surface where trees are not appropriate as determined by the City (e.g., athletic fields) shall be excluded from the area used for calculation of tree density.

Table 18.840.070-1. Tree Density for Existing Trees

DBH	Tree Units	DBH	Tree Units	DBH	Tree Units
1"-6"	1	23"-24"	8	37"-38"	15
7"-12"	2	25"-26"	9	39"-40"	16
13"-14"	3	27"-28"	10	41"-42"	17
15"-16"	4	29"-30"	11	43"-44"	18
17"-18"	5	31"-32"	12	45"-46"	19
19"-20"	6	33"-34"	13	47"-48"	20
21"-22"	7	35"-36"	14	49"-50"	21

Table 18.840.070-2. Tree Density and Size Requirements for Replacement Trees

Tree Type	Size at Planting	Tree Units
Deciduous	1.5" caliper (minimum)	1
	1.51" to 3" caliper	1.5
	Greater than 3" caliper	2
Evergreen	6' tall (minimum)	1
	6.01' to 9' tall	1.5
	Greater than 9' tall	2

- C. Replacement tree planting standards. Trees shall be planted pursuant to the planting standards delineated herein.
1. Trees required to meet minimum tree density shall be planted according to the following priority:
 - a. On-site.
 - b. Offsite. When room is unavailable for the required trees on-site, they may be planted at another location as approved by the responsible official.
 2. Replacement trees shall optimize tree diversity and inclusion of native species.
 3. Unless otherwise provided in this chapter, replacement trees shall be subject to the installation and maintenance standards in RDC 18.725.080 and RDC 18.725.090.

18.840.080 Tree preservation and protection plan – protection measures required.

- A. Except as otherwise determined by the community development director, all required tree protection measures set forth in this section shall be instituted prior to any development activities, including, but not limited to, clearing, grading, excavation or demolition work, and shall be removed only after completion of all construction activity, including landscaping and irrigation installation.
- B. The "tree protection zone" shall be defined as the area reserved around a tree or group of trees in which no grading, access, stockpiling, or other construction activity shall occur.
- C. Orange silt fence shall be installed at the edge of the tree protection zone or dripline, whichever is greater, and at the boundary of any open space tracts or conservation easements that abut the parcel being developed prior to any grading or excavation on the site.
- D. Approved signs shall be attached to the silt fencing stating that inside the fencing is a tree protection zone, not to be disturbed unless prior approval has been obtained from the community development director and arborist for the project.
- E. No construction activity shall occur within the tree protection zone, including, but not limited to, dumping or storage of materials such as building supplies, soil, waste items, or parked vehicles or equipment.
- F. The tree protection zone shall remain free of chemically injurious materials and liquids such as paints, thinners, cleaning solutions, petroleum products, and concrete or dry wall excess, construction debris, stockpiled soil, or runoff.
- G. No excavation, trenching, grading, root pruning or other activity shall occur within the tree protection zone unless directed by an arborist present on-site and approved by the director.

18.840.100 Heritage tree inventory.

- A. The city shall develop an inventory of heritage trees that shall satisfy the criteria of this section. The initial inventory shall be the responsibility of the community development director (director) and shall be updated annually. The city council, planning commission, parks board, homeowner association, a property owner, or any person may recommend to the city that a tree be designated a heritage tree.
- B. The Heritage Tree designation may be applied to a tree or grove of trees.
- C. The city council shall hold at least one public hearing on the proposed designations. The city shall notify each property owner by certified or registered mail when a tree on the owner's property has been proposed for designation to the heritage tree inventory. The notice and a response form shall be mailed at least thirty calendar days prior to the public hearing. The owner of the property may object to such designation in writing to the city council prior to the public hearing or at the public hearing.
- D. After the city council completes its hearing, it shall establish a list of heritage trees based on the criteria found in this section. Decisions of the city council may be appealed to the hearings examiner by any aggrieved party.

(Ord. No. 1241, § 2(Exh. A), 10-12-2017)

18.840.110 Heritage tree criteria.

- A. For any individual tree or grove of trees to be listed as a heritage tree(s), it must be in an apparently healthy growing condition and one or more of the following exist:
 - 1. The tree has a diameter (at breast height) of thirty-six inches or greater;
 - 2. The tree has a distinctive size, shape, or location, or is of a distinctive species or age which warrants a heritage tree status;
 - 3. The tree possesses exceptional beauty which warrants a heritage tree status;
 - 4. The tree is distinctive due to a functional or aesthetic relationship to a natural resource, such as trees located along stream banks or trees located along ridge lines; or
 - 5. The tree has a documented association with a historical figure, property, or significant historical event.
- B. A grove may be considered for heritage grove status if it is apparently in a healthy growing condition and one or more of the following criteria:
 - 1. The grove is relatively mature and is of a rare or unusual nature containing trees that are distinctive either due to size, shape, species or age;
 - 2. The grove is distinctive due to a functional or aesthetic relationship to a natural resource, such as trees located along stream banks, or trees located along ridge lines; or
 - 3. The grove has documented association with a historical figure, property, or significant historical event.

(Ord. No. 1241, § 2(Exh. A), 10-12-2017)

18.840.120 Heritage trees development review.

- A. When development is proposed for property which may contain a heritage tree, and the director determines that the proposed development may affect a heritage tree, the property owner must have a tree preservation plan prepared by a qualified professional demonstrating how the heritage tree will be

protected and preserved. A heritage tree shall be preserved unless the city council determines that the tree may be removed based on the removal criteria for heritage tree in the following section.

- B. A tree preservation plan shall be composed of the following:
 - 1. A site plan indicating the location of heritage trees.
 - 2. The methods to be used to preserve the heritage trees.
 - 3. If a heritage tree is proposed for removal, a narrative statement outlining the reasons why the heritage tree should be removed.
 - 4. A mitigation plan indicating the replacement trees or additional new trees to be placed on the site. The mitigation plan should demonstrate, to the extent possible, that the character of the site will not substantially change as the result of development.
- C. Site design adjustments may be allowed in some cases, as follows:
 - 1. The Director may grant a variance to front, side, and/or rear yard setback standards by up to twenty percent to retain a heritage tree(s). The adjustment shall be the minimum necessary to accomplish preservation of trees on site and shall not conflict with the Uniform Building Code or other adopted ordinances or conditions placed on the property.
 - 2. The director may grant a ten-percent variance to the lot size and/or a ten percent variance to the lot width and/or lot depth standards in approving a short plat or other land division if necessary to retain heritage trees. The director may accept a preliminary plat application and recommend approval to the hearing body of a plat which provides for similar variance to lot size, width and depth standards if necessary to retain heritage trees.

(Ord. No. 1241, § 2(Exh. A), 10-12-2017)

18.840.130 Removal of a heritage tree.

- A. Except for the provisions in this section, no person may cut or remove a heritage tree without obtaining approval from the city council. The tree removal permit shall be approved if one of the criteria is satisfied:
 - 1. Retention of the tree would make reasonable use of the property allowed under the current zoning impractical or impossible in that the development would not be allowed to meet the maximum density allowed by the applicable zoning or would require special design features that would significantly increase the cost of development by ten percent or more.
 - 2. The removal is necessary to accommodate a new improvement, structure or remodeled structure, and no alternative exists for relocation of the improvement on the site, or that variances to setback provisions of the Development Code will not allow the tree to be saved or will cause other undesirable circumstances on the site or adjacent properties.
 - 3. The tree is hazardous, diseased or storm damaged and poses a threat to the health, safety or welfare of the public.
 - 4. The tree has lost its importance as a heritage tree due to damage from natural or accidental causes, or is no longer of historic or natural significance.
 - 5. The tree needs to be removed to accomplish a public purpose and no practical alternative exists.
- B. The limb structure, or crown, of a heritage tree may be pruned in any one year period without obtaining approval from the director, provided that at least eighty percent of the existing tree crown remains undisturbed. Any person who wishes to prune a heritage tree in excess of twenty percent of the existing crown shall obtain approval from the director subject to the following conditions:

Created: 2022-03-18 09:58:41 [EST]

(Supp. No. 93)

1. The protected tree shall be pruned following acceptable arboricultural standards.
2. The tree shall be pruned in a manner which ensures safety to public and private property and shall be done by a qualified professional.
3. Any other conditions necessary to ensure compliance with the requirements of the community development plan.

(Ord. No. 1241, § 2(Exh. A), 10-12-2017)

18.840.140 Non-compliance, penalty, and enforcement.

Any violation of the terms of Chapter 18.840 shall be enforced in accordance with the procedures or RDC 18.395. Each tree involved in the violation constitutes a separate offense. The following remedies shall apply for violations of this Chapter in addition to the remedies available in RDC 18.395:

- A. Voluntary Compliance Process. A voluntary compliance agreement shall contain the following:
 1. A commitment by the violator to submit and carry out a tree replacement program that is approved by the city manager, or designee. The agreement shall require at minimum the planting of replacement trees at a 1:1 inch per inch (DBH) ratio to the trees removed in violation of this chapter. The size and quality of the mitigation nursery stock shall be approved by the city. If the applicant's property is deemed inadequate in size to accommodate the replacement trees, then a fee may be paid into a fund dedicated to parks maintenance at the minimum rate for installation of a one and three-quarter-inch caliper tree to city standards.
 2. Trees that have been planted as part of a mitigation planting will not be covered by the minimum thresholds for trees requiring a permit for removal.
- B. Penalties. Any person or organization causing the illegal removal of a tree who does not enter into a voluntary compliance agreement may be fined a sum not to exceed the equivalent of three times the appraised value of the tree based on the latest revision of the council of tree and landscape appraiser's evaluation method but in any case an amount not less than one thousand dollars per violation.

(Ord. No. 1241, § 2(Exh. A), 10-12-2017)

18.235.060 Special provisions for the Ridgefield Mixed-Use Overlay (RMUO).

Q. Procedure.

1. Adding or removing the RMUO is subject to the Type IV procedural requirements in RDC 18.310.090 and the rezoning requirements in RDC 18.320.
2. A pre-application conference is required for a RMUO master plan per RDC 18.310.030.
3. The RMUO master plan shall be reviewed through a Type III procedure per RDC 18.310.080. The master plan may be reviewed concurrently with any related applications such as subdivision or site plan review. Master plan applications must include:
 - a. Boundaries of the Site and Existing Conditions. The master plan must show the boundaries of the master plan area and existing conditions such as environmental constraints, utility services, existing structures and uses and existing transportation improvements.
 - b. General Statement. The master plan must include a narrative that generally describes the uses and development concept for the master plan area, and responds to all of the applicable standards in this chapter and elsewhere in the RDC. The statement shall include calculations of total gross acres; approximate net developable acres, gross floor area and residential density, if proposed, of proposed uses; area of public rights-of-way and other infrastructure; area of common open space and landscaping; and area of critical areas.
 - c. A SEPA Checklist.
 - d. Master Plan. The master plan must generally show the proposed division of land and distribution of proposed uses. The plan must include:
 - i. The location of all existing and proposed buildings, structures and other improvements, indicating proposed use category (e.g. residential, commercial).
 - ii. The location and size of all areas to be conveyed, dedicated or reserved as common open spaces, public parks or trails, recreation areas, and similar public or semipublic uses.
 - iii. The existing and proposed circulation system of streets, including off-street parking areas, service areas, loading areas and major points of access to public rights-of-way.
 - iv. The existing and proposed pedestrian circulation system.
 - v. The existing and proposed utility systems, including sanitary sewers, stormwater facilities, and water.
 - vi. The proposed treatment of the perimeter of the master plan area, including materials and techniques used such as screens, fences and walls.
 - vii. The existing and proposed landscaping, including natural areas to be retained, and critical areas and buffers.
 - e. Development Standards. The applicant may propose modifications to development standards in this section or the base zone standards for development under the master plan. The applicant must detail how the proposed modifications contribute to creation of a better site and meet the purpose and approval criteria for this overlay, in lieu of review under RDC 18.350.
 - f. Phasing of Development. The master plan shall include the proposed development phases, probable sequence of future phases, estimated dates and interim uses of the property awaiting development.

- g. Transportation and Parking. The applicant shall provide information on the following items for each phase:
- i. Projected Transportation Impacts. Provide a traffic impact analysis that includes the expected number of trips (peak and daily), an analysis of the impact of those trips on the street system, and the proposed mitigation measures. Mitigation measures may include improvements to the street system or specific programs to reduce traffic impacts, including transportation demand management techniques, such as encouraging the use of public transit, carpool, vanpools, adjustment of work hours and other alternatives to single occupancy vehicles.
 - ii. Parking Plan. Provide an estimate of parking needs and locations including opportunities to reduce overall parking for the site through joint use of facilities.

h. Tree Preservation and Protection. The applicant shall submit a preliminary tree preservation and protection plan consistent with the requirements in RDC 18.840. A final tree removal and protection plan will be required at the time of site plan review.

Formatted: List 3

4. Site plan review consistent with RDC 18.500 is required for development of individual sites within the master plan area. Development must demonstrate compliance with the approved master plan as part of the site plan review.
5. For RMUO master plans with horizontally integrated residential and nonresidential components, twenty percent of the nonresidential component shall receive final occupancy prior to obtaining building permits for the residential component. The twenty percent calculation shall be based on net developable area if net developable area was used to determine the required mix of uses under RDC 18.235.060.D, or gross floor area if gross floor area was used to determine the required mix of uses under RDC 18.235.060.D.
6. A RMUO master plan shall expire five years from the date of final approval thereof. For master plans approved as multi-phased development, approval for the first phase of development shall expire after five years from the date of final approval of the master plan and each subsequent phase must be completed within five years after. For purposes of this section, recording of a final plat, issuance of a site plan approval, or issuance of a building permit for the phase of development described in the approved master plan shall constitute completion of a phase.
7. Extensions. A master plan may be extended for a period of up to two years upon application. Approval of the extension shall be done by the city council through a development agreement. Extensions are subject to the following criteria and conditions:
 - a. The applicant must make written requests for an extension at least sixty days prior to the expiration of the preliminary plat approval;
 - b. There have not been any substantial changes in the laws governing the development of the site with which lack of compliance would be contrary to public health, safety and welfare;
 - c. The applicant shall demonstrate that the applicant has pursued final platting in good faith in light of surrounding circumstances but has been delayed:
 - i. By extensive environmental permitting times;
 - ii. Extensive studies required by conditions of approval which took longer than anticipated; or
 - iii. There are specific verifiable extenuating circumstances or conditions beyond the control of the applicant as deemed appropriate by the city council.
8. Amendments to approved master plans shall be reviewed through the post-decision review process per RDC 18.310.160.

Created: 2022-03-18 09:58:30 [EST]

(Supp. No. 93)

(Ord. No. 1219, § 2(Exh. A), 10-27-2016; Ord. No. 1253, § 2(Exh. A), 12-7-2017; Ord. No. 1260, § 2(Exh. A), 4-26-2018; Ord. No. 1266, § 2(Exh. A), 9-13-2018; Ord. No. 1271, § 2(Exh. A), 10-11-2018; Ord. No. 1290, § 2(Exh. A), 4-25-2019; Ord. No. 1296, § 2(Exh. A), 10-10-2019; Ord. No. 1325, § 2(Exh. A), 9-24-2020; Ord. No. 1337, § 3(Exh. A), 2-25-2021; Ord. No. 1339, § 2(Exh. A), 5-27-2021; Ord. No. 1345, § 2(Exh. A), 7-8-2021)

18.280.050 Submittal requirements.

- A. Preparation by Qualified Professional. Any required critical areas report shall be prepared by a qualified professional as defined herein.
- B. General Critical Areas Report Contents. At a minimum, the critical areas report shall contain the following:
 - 1. The name and contact information of the applicant, a description of the proposal, and identification of the permit requested.
 - 2. A copy of the site plan for the development proposal including:
 - a. A map to scale depicting critical areas, buffers, the development proposal, and any areas to be cleared; and
 - b. Proposed stormwater management and sediment control plan for the development including a description of any impacts to drainage alterations.
 - 3. The dates, names, and qualifications of the persons preparing the report and documentation of any fieldwork performed on the site.
 - 4. Identification and scientific characterization of all critical areas and buffers.
 - 5. An assessment of the probable impacts to critical areas and buffers and risk of injury or property damage including permanent, temporary, temporal, and indirect impacts resulting from development of the site and the operations of the proposed development.
 - 6. A written response to each of the approval criteria in RDC 18.280.060.
 - 7. Plans for adequate mitigation, as needed, to offset any impacts, in accordance with RDC 18.280.050.E (Mitigation Plan Requirements).
 - 8. A copy of the SEPA checklist, if required by RDC 18.810.
- C. Other Reports or Studies. Unless otherwise provided, a critical areas report may be supplemented by or composed, in whole or in part, of any reports or studies required by other laws and regulations or previously prepared for and applicable to the development proposal site, as approved by the community development director or designee. Provided, the site conditions shall not have changed since the earlier report or study was completed.
- D. Critical Areas Report—Modifications to Requirements. The applicant may consult with the community development director or designee prior to or during preparation of the critical areas report to obtain city approval of modifications to the required contents of the report where, in the judgment of a qualified professional, more or less information is required to adequately address the potential impacts to any critical areas or buffers and the required mitigation. The community development director or designee may also initiate a modification to the required report contents by requiring either additional or less information, when determined to be necessary to the review of the proposed activity in accordance with this chapter.
- E. Mitigation Plan Requirements. When mitigation is required, the applicant shall submit a mitigation plan as part of the critical areas report. The mitigation plan shall include:
 - 1. Detailed Construction Plans. The mitigation plan shall include descriptions of the mitigation proposed, such as:
 - a. The proposed construction sequence, timing, and duration.
 - b. Grading and excavation details.
 - c. Erosion and sediment control features.

- d. A planting plan specifying plant species, quantities, locations, size, spacing, and density.
 - e. Measures to protect and maintain plants until established.
 - f. These written descriptions shall be accompanied by detailed site diagrams, scaled cross-sectional drawings, topographic maps showing slope percentage and final grade elevations, and any other drawings appropriate to show construction techniques or anticipated final outcome.
2. Monitoring Program. The mitigation plan shall include a program for monitoring construction of the mitigation project and for assessing a completed project. A protocol shall be included outlining the schedule for site monitoring, and how the monitoring data will be evaluated to determine if the performance standards are being met. A monitoring report shall be submitted as needed to document milestones, successes, problems, and contingency actions of the mitigation project. The mitigation project shall be monitored for a period necessary to establish that performance standards have been met, but not for a period less than five years. For example, ten years or more of monitoring are typically needed for forested wetlands or scrub-shrub communities. The city shall notify the responsible party in writing once the conditions of the monitoring plan are met.
 3. Adaptive Management. The mitigation plan shall include identification of potential courses of action, and any corrective measures to be taken if monitoring or evaluation indicates project performance standards are not being met.
- F. ~~One original copy of all application materials is required. Electronic copies of all materials that include graphic and text files are required.~~ Tree Preservation and Protection Plan. The applicant shall submit a tree preservation and protection plan consistent with the requirements in RDC 18.840.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1253, § 2(Exh. A), 12-7-2017)

18.500.040 Submittal requirements.

- A. Basic site plan review applications shall be accompanied by one original copy of all required submittal materials, and one electronic copy of all materials. All site plan applications shall contain complete site plans drawn to scale and produced in such a way as to clearly indicate compliance with all applicable zoning and site design standards, and shall include the following:
1. Dimensions and orientation of the parcel;
 2. Locations of existing and proposed buildings and structures;
 3. Location and layout of off-street parking and loading facilities;
 4. Curb cuts and internal traffic circulation;
 5. Location of walls and fences, indication of their height and construction materials;
 6. Existing and proposed exterior lighting, meeting the submittal requirements of RDC 18.715.070;
 7. Location and size of exterior signs and outdoor advertising;
 8. General location and configuration of proposed landscaping, meeting the submittal requirements of RDC 18.725.070;
 9. General location and configuration of proposed open space and recreation areas, if required;
 10. Contour lines at two-foot elevation intervals for slopes less than twenty-five percent and five-foot elevation intervals for slopes equal to or more than twenty-five percent;
 11. Height and conceptual appearance of building facades for all buildings and structures;
 12. Indication of proposed use of all buildings;
 13. The location of any historically or archaeologically significant feature; or natural feature, including stream corridors, wetlands, wildlife habitat areas, well head protection areas, geologically unstable areas, constrained and unbuildable land, areas with native vegetation, areas with tree cover, rock outcroppings or similar natural or historic features;
 14. Other architectural or engineering data which may be necessary to determine compliance with applicable regulations; ~~and~~
 15. Traffic analysis may be required if the proposed use could generate more than ten p.m. peak hour trips; ~~and~~
 16. Map of dedication, if applicable, showing all land dedicated to the public for the purpose of roadway, drainage, flood control, utility line, emergency or service vehicle access, or other public use, and all easement rights dedicated for private purposes, including, but not limited to, trails, open space, parks, and storm ponds; ~~and~~
 17. Tree preservation and protection plan, meeting the submittal requirements of RDC 18.840.
- B. Applications for minor site plan review shall be accompanied by one original copy of the submittal requirements of RDC 18.500.040.A and one electronic copy of all materials.
- C. The planning director may waive select submittal requirements on a case-by-case basis if the submittal is not applicable or relevant to the proposed site development or use.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1253, § 2(Exh. A), 12-7-2017; Ord. No. 1296, § 2(Exh. A), 10-10-2019)

18.550.020 Preliminary binding site plan application.

- A. An application for a binding site plan may be made by an owner or owners of land, or by an authorized agent of an owner or owners.
- B. The applicant shall submit one original copy of all application materials and electronic copies of all materials. The application shall contain the following:
 - 1. The entire lot or parcel constituting the applicants land;
 - 2. Proposed name of the binding site plan (if any);
 - 3. Accurate and complete legal description of the proposed binding site plan;
 - 4. Scale, north arrow and date;
 - 5. Boundary lines based upon a recent land survey of the land proposed to be divided and boundary lines of all proposed lots and streets;
 - 6. Location and size of water and sewer lines utility easements: and drainage system proposed to serve the lots within the proposed binding site plan and their point of connections with existing services;
 - 7. Location, size, purpose and nature of existing roads, streets, rights-of-way, and easements adjacent to, or across, the land;
 - 8. Location of any streets, rights-of-way or easements proposed to serve the lots within the proposed binding site plan with a clear designation of their size, purpose and nature;
 - 9. Parcels of land intended or required to be dedicated for streets, open space, or other public purposes;
 - 10. Contour lines at two-foot elevation intervals for slopes less than twenty-five percent and five-foot elevation intervals for slopes equal to or more than twenty-five percent;
 - 11. Accurate mapping of critical areas, including wetlands, stream corridors, slopes of fifteen to twenty-four percent, slopes of twenty-five percent and greater, floodplains and slope hazard areas;
 - 12. Name, mailing address and telephone number owner and/or developer and/or preparer of information;
 - 13. Environmental checklist, if required by RDC 18.810;
 - 14. Names and addresses of adjacent land owners shown on the records of the Clark County assessor located within three hundred feet of any portion of the boundary of the binding site plan;
 - 15. Modifications or variations requested, if any; ~~and~~
 - 16. Tree preservation and protection plan, meeting the submittal requirements of RDC 18.840; and
 - ~~16~~17. Copy of the binding site plan reduced to fit on eight and one-half by eleven-inch paper.

(Ord. No. 1291, § 2(Exh. A), 5-23-2019)

18.610.020 Preliminary short plat application contents.

- A. An application for a short subdivision may be made by an owner or owners of land, or by an authorized agent of an owner or owners, or by a representative of any governmental agency if the short subdivision is sought for a governmental purpose and such application shall be filed with the city.
- B. The prospective subdivider shall submit one original copy of all application materials and electronic copies of all materials. The application shall contain the following:
 - 1. The entire lot or parcel constituting the applicants land;
 - 2. Proposed name of the short subdivision this name shall not duplicate any name used on a recorded plat or subdivision in Clark County, including the municipalities of Clark County;
 - 3. Accurate and complete legal description of the proposed short subdivision;
 - 4. Scale, north arrow and date;
 - 5. Boundary lines based upon a recent land survey of the land proposed to be subdivided and boundary lines of all proposed lots and streets;
 - 6. Location and size of water and sewer lines utility easements: and drainage system proposed to serve the lots within the proposed short subdivision and their point of connections with existing services;
 - 7. Location, size, purpose and nature of existing roads, streets, rights-of-way, and easements adjacent to, or across, the land;
 - 8. Location of any streets, rights-of-way or easements proposed to serve the lots within the proposed short subdivision with a clear designation of their size, purpose and nature;
 - 9. Parcels of land intended or required to be dedicated for streets, open space, or other public purposes;
 - 10. Contour lines at two-foot elevation intervals for slopes less than 25 percent and five-foot elevation intervals for slopes equal to or more than twenty-five percent;
 - 11. Accurate mapping of critical areas, including wetlands, stream corridors, slopes of fifteen to twenty-four percent, slopes of twenty-five percent and greater, floodplains and slope hazard areas;
 - 12. Name, mailing address and telephone number owner and/or developer and/or preparer of information;
 - 13. Environmental checklist, if required by RDC 18.810;
 - 14. Names and addresses of adjacent land owners shown on the records of the Clark County assessor located within three hundred feet of any portion of the boundary the proposed short subdivision;
 - 15. Modifications or variations requested, if any; ~~and~~
 - 16. Tree preservation and protection plan, meeting the submittal requirements of RDC 18.840; and
 - ~~16~~17. Copy of the plat map reduced to fit on eight and one-half by eleven-inch paper.

(Ord. No. 1178, § 2(Exh. A), 2-12-2015; Ord. No. 1253, § 2(Exh. A), 12-7-2017)

18.615.020 Preliminary large lot plat application contents.

- A. An application for a large lot plat may be made by an owner or owners of land, or by an authorized agent of an owner or owners, or by a representative of any governmental agency if the short subdivision is sought for a governmental purpose and such application shall be filed with the city.
- B. The application shall contain the following:
 - 1. The entire lot or parcel constituting the applicants land;
 - 2. Proposed name of the large lot plat (if any). This name shall not duplicate any name used on a recorded plat or subdivision in Clark County, including the municipalities of Clark County;
 - 3. Accurate and complete legal description of the proposed large lot plat;
 - 4. Scale, north arrow and date;
 - 5. Boundary lines based upon a recent land survey of the land proposed to be subdivided and boundary lines of all proposed lots and streets;
 - 6. Location and size of water and sewer lines utility easements: and drainage system proposed to serve the lots within the proposed large lot plat and their point of connections with existing services;
 - 7. Location, size, purpose and nature of existing roads, streets, rights-of-way, and easements adjacent to, or across, the land;
 - 8. Location of any streets, rights-of-way or easements proposed to serve the lots within the proposed large lot plat with a clear designation of their size, purpose and nature;
 - 9. Parcels of land intended or required to be dedicated for streets, open space, or other public purposes;
 - 10. Contour lines at two-foot elevation intervals for slopes less than twenty-five percent and five-foot elevation intervals for slopes equal to or more than twenty-five percent;
 - 11. Accurate mapping of critical areas, including wetlands, stream corridors, slopes of fifteen to twenty-four percent, slopes of twenty-five percent and greater, floodplains and slope hazard areas;
 - 12. Name, mailing address and telephone number owner and/or developer and/or preparer of information;
 - 13. Environmental checklist, if required by RDC 18.810;
 - 14. Names and addresses of adjacent land owners shown on the records of the Clark County assessor located within three hundred feet of any portion of the boundary the proposed large lot plat; ~~and~~
 - 15. Modifications or variations requested, if any: and
 - 16. Tree preservation and protection plan, meeting the submittal requirements of RDC 18.840.

(Ord. No. 1352, § 2(Exh. A), 11-4-2021)

18.620.030 Application for a subdivision—Requirements.

- A. An application for a subdivision may be made by an owner or owners of land, or by an authorized agent of an owner or owners, or by a representative of any governmental agency if the subdivision is sought for a governmental purpose and such application shall be filed with the city.
1. The prospective subdivider shall submit one original copy of application materials, as well as one electronic copy of all materials. The application shall contain the following:
 - a. The entire lot or parcel constituting the applicants land;
 - b. Proposed name of the subdivision this name shall not duplicate any name used on a recorded plat or subdivision in Clark County, including the municipalities of Clark County;
 - c. Accurate and complete legal description of the proposed subdivision;
 - d. Scale, north arrow and date;
 - e. Boundary lines based upon a recent land survey of the land proposed to be subdivided and boundary lines of all proposed lots and streets;
 - f. Location and size of water and sewer lines utility easements: and drainage system proposed to serve the lots within the proposed subdivision and their point of connections with existing services;
 - g. Location, size, purpose and nature of existing roads, streets, rights-of-way, and easements adjacent to, or across, the land;
 - h. Location of any streets, rights-of-way or easements proposed to serve the lots within the proposed subdivision with a clear designation of their size, purpose and nature;
 - i. Contour lines at two-foot elevation intervals for slopes less than twenty-five percent and five-foot elevation intervals for slopes equal to or more than twenty-five percent;
 - j. Accurate mapping of sensitive lands, including wetlands, stream corridors, slopes of fifteen to twenty-four percent, slopes of twenty-five percent and greater, floodplains and slope hazard areas;
 - k. If a subdivision is proposed concomitantly with a planned unit development, the application requirements of Chapter 18.401 must also be met;
 - l. Name, mailing address and telephone number owner and/or developer and/or preparer of information;
 - m. Environmental checklist;
 - n. Names and addresses of adjacent land owners shown on the records of the Clark County assessor located within three hundred feet of any portion of the boundary the proposed subdivision;
 - o. Modifications or variations requested, if any;
 - p. Copy of the plat map reduced to fit on eight and one-half by eleven-inch paper;
 - q. Map of dedication showing all land dedicated to the public for the purpose of roadway, drainage, flood control, utility line, emergency or service vehicle access, or other public use, and all easement rights dedicated for private purposes, including, but not limited to, trails, open space, parks, and storm ponds. If a covenant is required by the city, the verbiage including the timing for payment or construction of the proportional share of said amenities and facilities must be shown on said map. If the city requires a covenant that runs with the land to ensure the construction

and maintenance of private improvements identified on the map of dedication, the map of dedication shall include a note describing the timing of payment or construction of the required public or private facilities or improvements and shall also include a note indicating the grantors proportionate share of the required public or private facilities or improvements; and

r. Tree preservation and protection plan, meeting the submittal requirements of RDC 18.840.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1296, § 2(Exh. A), 10-10-2019)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: October 13, 2022

ITEM:

AGENDA ITEM TITLE: AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON
Amending Chapter 18.755 EROSION CONTROL Within Title 18 of
the Ridgefield Municipal Code

GOVERNING LEGISLATION:

RCW 36.70A – Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

Public hearing (as part of Ordinance No. 1370): July 28, 2022

SUMMARY/BACKGROUND:

On July 28, 2022, staff presented a package of code updates to Council for a public hearing and first reading. Proposed updates to the erosion control standards in RDC 18.755.060 were included therein.

As presented, the updates would add a stabilization requirement for sensitive areas from October 15 to April 30 and a minimum disturbed area requirement from October 15 to April 30. Council directed staff to do more research and outreach regarding the minimum disturbed area requirement to refine the proposed standards for the number of acres and/or percentage of acres allowed to be disturbed during the rainy season.

The proposal in July limited disturbed area during the rainy season to two acres. The revised proposal limits disturbed area during the rainy season to two and one-half acres for developments with ten or fewer net developable acres, and five acres or 25 percent of the net developable area (whichever is fewer) for developments with greater than ten net developable acres.

Staff shared and discussed the revised proposal with the Clark County Building Industry Association. No changes were recommended.

The proposed text amendments are included as an attachment.

BUDGET/FINANCIAL IMPACTS:

None.

ACTION OR MOTION:

Waive second reading and adopt Ordinance No. 1375 by making the following motion:

“I move to waive second reading and adopt Ordinance No. 1375, as presented.”

STAFF CONTACT:

Claire Lust, Community Development Director

ATTACHMENTS:

RDC 18.755.060 Erosion control - specific requirements_final
updates_10072022 (PDF)

ORDINANCE NO. 1375**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING CHAPTER 18.755
EROSION CONTROL WITHIN TITLE 18 OF THE RIDGEFIELD MUNICIPAL CODE**

WHEREAS, City staff have reviewed the provisions within Chapter 18.755 for updates to assure that the provisions reflect current law and best practices for erosion control and implement the Ridgefield Urban Area Comprehensive Plan; and

WHEREAS, the City of Ridgefield, located in Clark County, Washington, is required to plan under the Growth Management Act (GMA), Revised Code of Washington (RCW) Chapter 36.70A; and

WHEREAS, Ridgefield adopted the Ridgefield Urban Area Comprehensive Plan (RUACP), as amended, consistent with the GMA; and

WHEREAS, RCW 36.70A.040 and WAC 367-195-800 require jurisdictions planning under the GMA to adopt development regulations that are consistent with the adopted Comprehensive Plan and which implement the Comprehensive Plan policies goals and policies; and

WHEREAS, Title 18 of the Ridgefield Municipal Code (RMC) was established in 1995 by Ordinance 676 and amended thereafter, and is intended to implement the Ridgefield Comprehensive Plan; and

WHEREAS, the Ridgefield City Council passed additional resolutions after this time period that revised the development regulations, most recently including Ordinance No. 1370; and

WHEREAS, the Ridgefield Planning Commission, after conducting a public hearing on the proposed revisions to Chapter 18.755 on July 6, 2022, forwarded a recommendation of approval to City Council; and

WHEREAS, the City of Ridgefield submitted notice of the proposed Chapter 18.755 amendments to the Washington State Department of Commerce on July 1, 2022 consistent with RCW 36.70A; and

WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the proposed amendments to Chapter 18.755 as part of Ordinance No. 1370 during a regularly scheduled City Council meeting held on July 28, 2022; and

WHEREAS, Council directed staff to conduct further research and outreach on the proposed amendments to Chapter 18.755; and

WHEREAS, consistent with WAC 197-11-340(2), on August 18, 2022 the City of Ridgefield issued a SEPA Determination of Non-significance (DNS) regarding the proposed Chapter 18.755 amendment; and,

WHEREAS, the SEPA DNS public comment period expired on September 1, 2022 and the City addressed all comments received; and

WHEREAS, the Ridgefield City Council conducted a first reading on the proposed amendments to Chapter 18.755 and new Ordinance No. 1375 during a regularly scheduled meeting held on October 13, 2022; and

WHEREAS, the Ridgefield City Council waived second reading of Ordinance No. 1375.

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

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to adopt amendments to Chapter 18.755 of the Ridgefield Municipal Code.

Section 2. Amendments of Chapter 18.755 of the Ridgefield Municipal Code. The Ridgefield City Council hereby amends Chapter 18.755 set forth below in Exhibit A, attached hereto and incorporated by this reference.

Section 3. Compliance with RCW 36.70A.130. The City of Ridgefield has met its obligations under RCW 36.70A.130 and finds no additional compliance actions are necessary.

Section 4. 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, zoning district names, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

Section 6. Applicability. This ordinance shall be applied in the current city limits and City of Ridgefield Urban Growth Area (UGA) as adopted by the Clark County Board of County Commissioners and the subsequent acceptance by the Ridgefield City Council.

Section 7. Effective Date. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 13th DAY OF OCTOBER, 2022.

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss,
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading/Passage: October 13, 2022

Second Reading/Passage: Waived

Date of Publication:

Effective Date:

Amendments to Chapter 17.55 – Erosion Control in Title 18 of the Ridgefield Municipal Code

18.755.060 Specific requirements.

- A. Construction Access Route. Construction vehicle access shall be limited to one route. Additional accesses must be approved by the ~~City engineer-director~~. Access points shall be stabilized with quarry spall or crushed rock to minimize the tracking of sediment, mud or debris onto public roads.
- B. Sediment Removal from Roadways. If sediment, mud or debris is transported onto a road surface, the roads shall be cleaned thoroughly at the end of each workday, or more often if necessary. Significant soil deposits shall be removed from roads by shoveling and sweeping and be transported to a controlled sediment disposal area. Street washing is not allowed unless approved by the director and only after sediment is removed in the manner described in this subsection.
- C. Stabilization of Denuded Areas. All exposed soils shall be stabilized, in a timely manner, by suitable application of BMPs, including but not limited to sod or other vegetation, plastic covering, mulching or crushed aggregate on areas to be paved. All exposed and disturbed soils shall be stabilized by the appropriate BMP. During the period from October 1st to April 30th no soil shall be exposed for more than two days. From May 1st to October 1st no soil shall be exposed more than seven days. All BMPs shall be selected, designed and maintained in accordance with the BMP manual.
- ~~D. Stabilization Requirement for Sensitive Areas. During the period from October 15th to April 30th no soil on slopes greater than 25 percent or within 100 feet of a stream or wetland shall be exposed. Such areas shall be stabilized by vegetation and shall be seeded no later than October 1st. If the area is proposed to be paved the area may be stabilized with crushed aggregate.~~
- ~~E. Maximum Disturbed Area. During the period from October 15th to April 30th maximum disturbed acreage is as follows. Undisturbed areas shall be seeded no later than October 1st.~~
- ~~1. Developments with ten acres or fewer net developable area shall have no more than two and one-half disturbed acres.~~
 - ~~2. Developments with greater than ten acres net developable area shall have no more than five disturbed acres, or 25 percent of the net developable area, whichever is fewer.~~
 - ~~3. The public works director may approve additional disturbed area in writing following a full inspection of all BMPs. Any such approval shall be revocable at the director's or designees' discretion. Multiple phases of a development are considered one development unless phases are owned by separate entities and are under construction by different contractors.~~
- ~~F. Protection of Water Bodies and Adjacent Properties. Water bodies and adjacent properties shall be protected from sediment deposition by appropriate use of vegetative filter strips, sediment barriers or filters, dikes or mulching, or by a combination of these measures and other appropriate BMPs.~~
- ~~G. Sediment Traps. Prior to leaving a site, stormwater runoff shall pass through a sediment pond, sediment trap, or other approved BMP system designed to treat the two-year, twenty-four-hour storm. Sediment traps are restricted to sites less than one acre.~~
- ~~H. Storm Drain Inlet Protection. All storm drain inlets shall be protected so that stormwater runoff shall not enter the conveyance system without first being filtered or otherwise treated to remove sediment.~~
- ~~I. Underground Utility Construction. The construction of underground utility lines shall be subject to the following requirements:~~
- ~~1. The length of trench opened at one time shall be minimized.~~
 - ~~2. Where consistent with safety and space considerations, excavated material shall be placed on the uphill side of trenches.~~
 - ~~3. Trench dewatering devices shall discharge into a sediment trap or sediment pond.~~
 - ~~4. BMPs shall be used to control erosion during and after construction.~~

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

Formatted: Indent: Left: 0.5", Hanging: 0.5"

5. Underground utility construction work located in roadways shall follow the same guidelines as outlined in subsection (B) of this section, sediment removal from roadways.

6. BMPs damaged during construction shall be replaced or repaired.

HJ. Maintenance. All erosion and sediment control BMPs shall be regularly inspected and maintained by the property owner or permit holder to ensure continued performance of their intended function.

HK. Financial Liability. Performance bonding, or other appropriate financial instruments, shall be required for all development, redevelopment projects that include the creation or addition of five thousand square feet, or greater, of new impervious surface area, and/or land-disturbing activity of one acre or greater.

(Ord. 840 § 6, 2004).

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 13, 2022

ITEM:

AGENDA ITEM TITLE: A Resolution Accepting a Notice of Intent to Annex
Approximately 35.4 Acres and Adjacent Right-Of-Way Identified
as the Nw 24Th Avenue Annexation Area Located Adjacent to
the Border of the City of Ridgefield

GOVERNING LEGISLATION:

RCW 35A.14 – Annexation by Code Cities

RMC 18.210.015 – Residential Low Density Districts – Applicability

PREVIOUS COUNCIL ACTION TAKEN:

Carty Road Subarea Plan adopted July 28, 2022

SUMMARY/BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

ACTION OR MOTION:

To accept the Intent to Annex: “I move to adopt Resolution No. 616 as presented.”

STAFF CONTACT:

Claire Lust, Community Development Director

PLZ-22-0112 NW 24th Avenue Intent to Annex_Staff Report (PDF)

ATTACHMENTS:

Resolution No.616**A RESOLUTION ACCEPTING A NOTICE OF INTENT TO ANNEX APPROXIMATELY 35.4 ACRES AND ADJACENT RIGHT-OF-WAY IDENTIFIED AS THE NW 24TH AVENUE ANNEXATION AREA LOCATED ADJACENT TO THE BORDER OF THE CITY OF RIDGEFIELD**

WHEREAS, a Notice of Intent to Annex was filed with the City of Ridgefield on August 19, 2022 containing signatures representing owners of 10 percent of the assessed valuation of the property in accordance with §35A.14.120 of the Revised Code of Washington; and

WHEREAS, the City Council of the City of Ridgefield has considered a Notice of Intent and 10% petition to annex approximately 35.4 acres consisting of Clark County Assessor's Parcel Nos. 986027991, 215613000, and 215612000 and adjacent NW Carty Road right-of-way (referred to as the NW 24th Avenue annexation area) into the City of Ridgefield; and

WHEREAS, the NW 24th Avenue annexation area is designated Urban Low (UL) in the 2016 Ridgefield Urban Area Comprehensive Plan; and

WHEREAS, RDC 18.210.015 states that the RLD-4, RLD-6, or RLD-8 zoning districts shall implement the UL comprehensive plan designation; and

WHEREAS, Council adopted the Carty Road Subarea Plan on July 28, 2022; and

WHEREAS, the Carty Road Subarea Plan assigns a zoning designation of RLD-4 with a Heritage Overlay to the NW 24th Avenue annexation area; and

WHEREAS, the City Council of the City of Ridgefield has reviewed said annexation request, and has considered whether to authorize the circulation of a petition for annexation, and, if so, upon what terms; and

WHEREAS, authorizing the circulation of a petition does not bind the City to approve the annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON, AS FOLLOWS:

Section 1. The City Council hereby authorizes the circulation of a petition for annexation for the NW 24th Avenue annexation area.

Section 2. All property within the territory hereby sought to be annexed shall assume its proportionate share of the City's indebtedness existing as of the date of annexation and as modified in the future, and shall be assessed and taxed at the same rate and at the same basis as property within the City of Ridgefield.

Section 3. The annexation area is proposed to be zoned RLD-4 with a Heritage Overlay in accordance with RDC 18.210.015, the Ridgefield Urban Area Comprehensive Plan, and the Carty Road Subarea Plan.

ADOPTED AT THE REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 13th DAY OF OCTOBER, 2022.

CITY OF RIDGEFIELD

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss

City Clerk

Attachment A: NW 24th Avenue Annexation Area



COMMUNITY DEVELOPMENT DEPARTMENT

510-B Pioneer Street | PO Box 608 | Ridgefield, WA 98642
(360) 887-3908 | Fax: (360) 887-2507 | www.ridgefieldwa.us

NW 24th Avenue Intent to Annex

Staff Report

Files No. MASTER-22-0071, PLZ-22-0112

October 13, 2022

I. Basic Facts

Council date: October 13, 2022

Action requested: NW 24th Avenue Notice of Intent to Annex and Council determination whether to proceed with annexation.

Application date: On August 19, 2022 the City received the North Ridgefield Intent to Annex application. On October 6, 2022 staff found the application technically complete.

Applicant: William Richardson. 24707 NW 24th Ave / Ridgefield, WA 98642. Contact: 512-585-5345, wpr@hotmail.com.

Owners:

1. William and Ashley Richardson, 24707 NW 24th Ave.
2. Michael and Penny Smith, 5527 S 20th Way.
3. Matthew and Jennifer Schwab, 24311 NW 24th Ave.

Property Information:

1. Richardson. 24707 NW 24th Ave / Ridgefield, WA 98642. #42 S28 T4N R1E WM, Assessor's #986027991, 12.63 acres.
2. Smith. 5527 S 20th Way / Ridgefield, WA 98642. #30 S28 T4N R1E WM, Assessor's #215613000, 11.99 acres.
3. Schwab. 24311 NW 24th Ave / Ridgefield, WA 98642. #29 S28 T4N R1E WM, Assessor's #215612000, 10.78 acres

County Zoning: Low Density Residential (R1-6), Urban Holding 10 (UH-10) Overlay

Comprehensive Plan Designation: Urban Low (UL)

Carty Road Subarea Plan Zoning: Residential Low Density 4 (RLD-4), Heritage Overlay

Staff Contact: Claire Lust, Community Development Director. 360.857.5024, claire.lust@ridgefieldwa.us

II. Documents Received

- A. Master land use application
- B. Notice of intent to annex application
- C. Declaration of intent to annex
- D. Narrative
- E. Vicinity map

Attachment: PLZ-22-0112 NW 24th Avenue Intent to Annex_Staff Report (NW 24Th Avenue Intent to Annex)

III. Property Information

The Intent to Annex includes three parcels and adjacent right-of-way on NW Carty Road. The parcels are in the Ridgefield Urban Growth Area (UGA) and contiguous with the existing Ridgefield city limits to the north. Therefore, the parcels are eligible for annexation. The property information is as follows:

Property Owner	Legal	Square Feet	Acres	2022 Assessed Taxable Property Value for 2023 Taxes	Site Address
RICHARDSON WILLIAM P & RICHARDSON ASHLEY L	#42 S28 T4N R1E WM, Assessor's #986027991	550,163	12.63	\$658,585.00	24707 NW 24 th Ave
SMITH MICHAEL D & SMITH PENNY L	#30 S28 T4N R1E WM, Assessor's #215613000	522,284	11.99	\$962,948.00	5527 S 20 th Way
SCHWAB MATTHEW & SCHWAB JENNIFER	#29 S28 T4N R1E WM, Assessor's #215612000	469,577	10.78	\$300,395.00	24311 NW 24 th Ave
TOTAL		1,542,024	35.4	\$1,921,928.00	

Figure 1. Vicinity Map

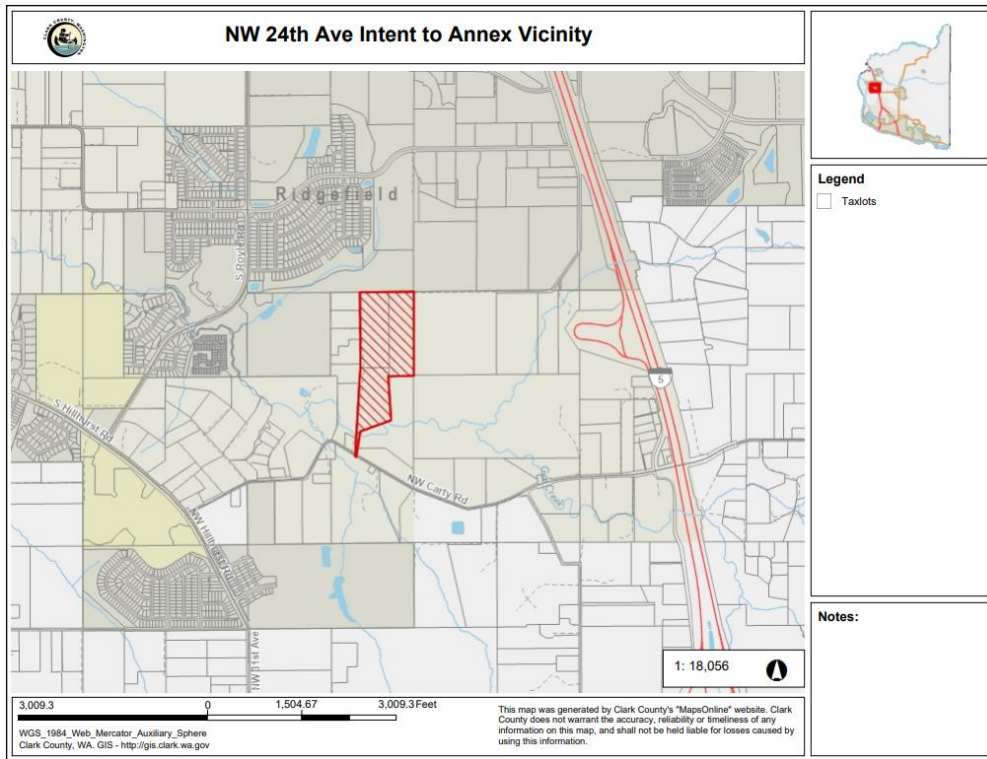
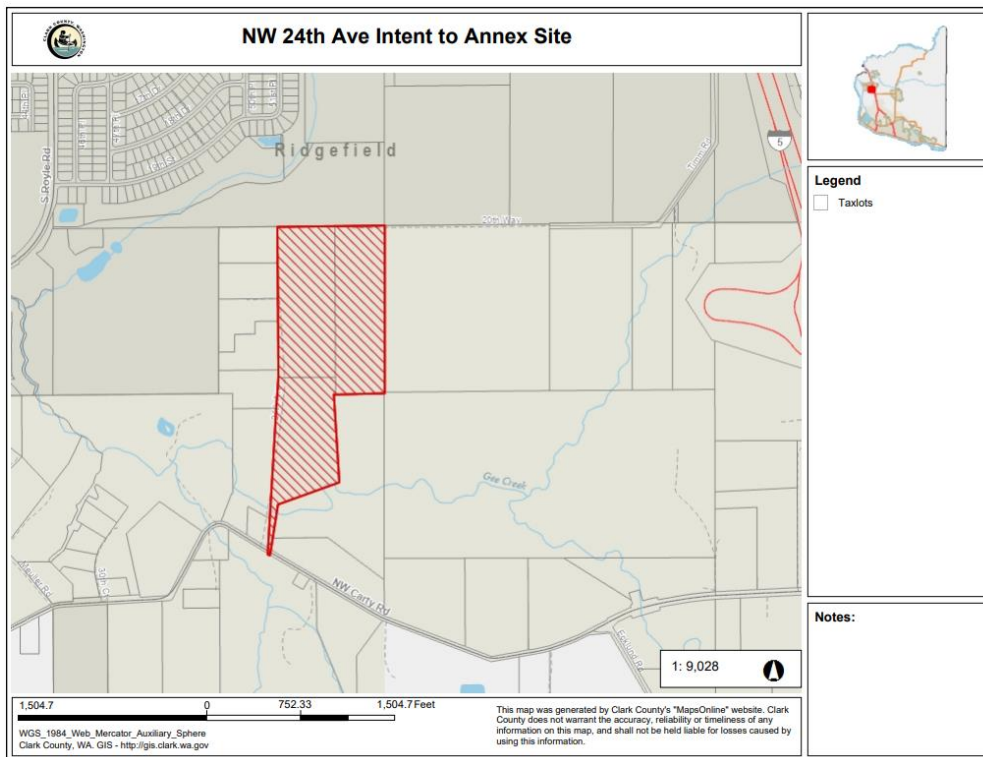


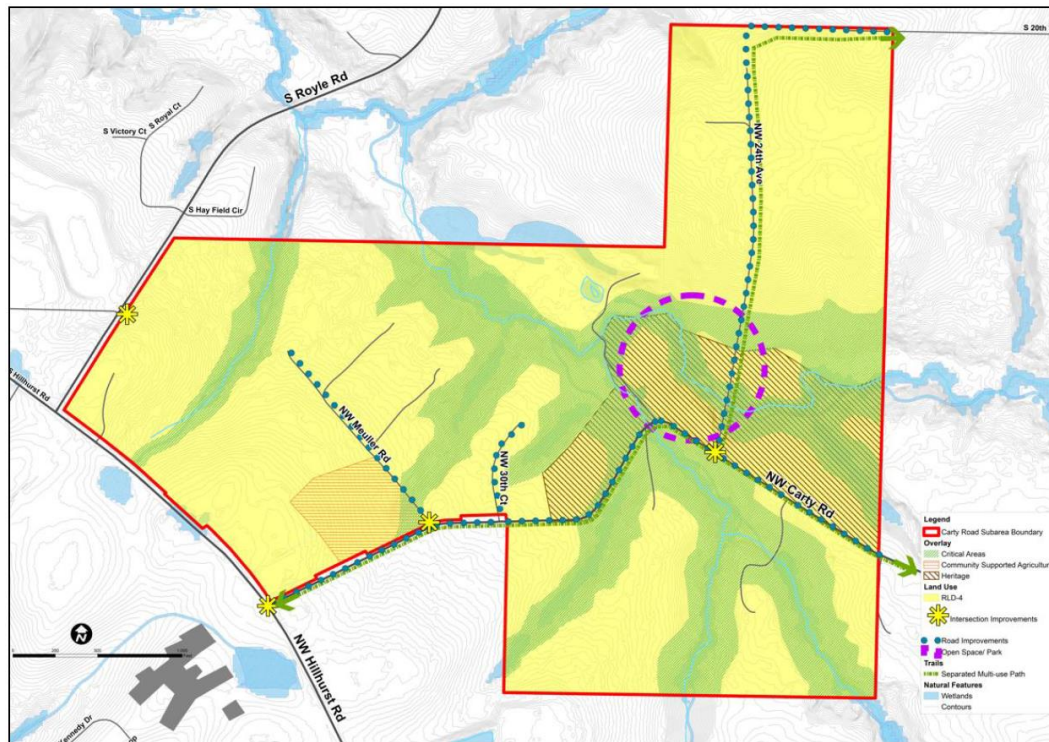
Figure 2. Site Map



IV. Zoning and Development

The comprehensive plan designation on the site is Urban Low (UL). The current Clark County zoning is Residential Low Density (R1-6), with the Urban Holding – 10 (UH-10) overlay. RDC 18.210.015.A states that the city shall designate all newly annexed lands designated for urban low density residential as Residential Low Density 4, 6, or 8. Under the adopted Carty Road Subarea Plan, the zoning designation is RLD-4 with a heritage overlay over the southern portion of the proposed annexation area. Per the subarea plan, the purpose of the heritage overlay is to encourage the preservation and continued use of historic properties and structures, require design review to ensure compatibility with historic elements, and provide increase setbacks.

Figure 3. Carty Road Subarea Concept Plan



Per the applicant's introductory statement:

"In acknowledgment of the inevitable growth and densification of the [Carty Road] area, the owners of three parcels in the subarea have decided to explore the option of annexation."

V. Direct Petition Method

The direct petition method of annexation (RCW 35A.14.120-150) requires that owners of 10% or more of the land value of the proposed annexation area must sign the Notice of Intent to Annex. Road values are not included in this calculation. The signatures on the Notice of Intent to Annex represent 100% ownership, exceeding the 10% threshold of the Notice of Intent to Annex.

VI. Procedure

At this meeting, City Council will determine:

- **Whether the city will accept or reject the NW 24th Avenue Notice of Intent to Annex;**
 - With an intent to annex, Council also has the option to geographically modify the annexation area.
- Whether the city will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330 and RCW 35A.14.340);
- Whether the property, if annexed, will be consistent with the 2016 Ridgefield Urban Area Comprehensive Plan (RUACP);
- Whether the property, if annexed, will be required to assume all or any portion of the city's existing general indebtedness; and
- Whether the property, if annexed, will be supported by the city's Capital Facilities Plan.

Should the Council accept the Notice of Intent to Annex, the Council authorizes the Notice of Petition to Annex to be circulated. The Petition to Annex process is:

- 60% Notice of Petition to Annex: The applicant shall secure the signatures of the property owners holding a minimum of 60% of the total value of the area proposed for annexation;
- Petition to Annex Application: The applicant shall submit a complete Petition to Annex application to the city;
 - Public Services: In the application, the applicant shall demonstrate that there are adequate public services available to serve the annexation area;
 - Survey: In the application, the applicant shall include a survey map and legal description of the entire annexation area including the adjacent right-of-way.
- Certification of Sufficiency: The city shall send the 60% petition to Clark County for review of legal description and to obtain a Certification of Sufficiency;
- SEPA: The city shall prepare and circulate a SEPA DNS for rezoning the properties consistent with the RUACP;
- Council Hearing: City Council shall conduct a public hearing on the Notice of Petition to Annex;
- Council 2nd reading: City Council shall hold a 2nd reading to determine whether the city will accept or reject the Notice of Petition to Annex;
- Ordinances: The city shall adopt an ordinance annexing certain lands, adopt a zoning ordinance for the annexed area, and forward the ordinance(s) to the Clark County Assessor's Office, State Department of Revenue, State Department of Commerce, and State Office of Financial Management; and
- Census: The City Clerk shall report population increases to census reporting agencies.

VII. Motion:

To accept the Intent to Annex: "I move to adopt Resolution No. 616 as presented/as geographically modified."

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: October 13, 2022

ITEM:

AGENDA ITEM TITLE: Motion - Selection of Overpass Art

GOVERNING LEGISLATION:

N/A

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

In 2020, the decision was made to place screens and artwork on two overpass bridges as a public art project. The project includes:

- Installing artwork on the outside of the screens for viewing by passing vehicles on the bridge located across the freeway at the Ridgefield exit on I-5.
- Installing artwork on the inside of the screens for viewing by vehicles and pedestrians crossing the overpass bridge that connects the historic downtown area to the waterfront.

The intent was to install the same or similar artwork on each bridge.

The City posted a Call for Artists (Request for Qualifications) to identify experienced public artists or artist teams who specialize in site specific artwork and who have experience in producing permanent, exterior public artwork similar in scale and complexity. The City received 30+ submissions from artists across the country. A panel of City Councilmembers and local art professionals selected five (5) qualified finalists. The finalists were invited to prepare proposals including a public art design, a diagram showing installation and anchoring, an art budget and an estimated schedule for fabrication of the actual artwork.

The artists were informed of the project goals to:

- Showcase the city's unique character on the freeway entrance.
- Enhance the downtown area as the gateway to the Lake River waterfront.
- Showcase the birds and wildlife on the Ridgefield National Wildlife Refuge.
- Be site specific and original.

-
- Be inviting and aesthetically appealing.

All artists submitted a budget between \$70-75,000, with the necessary installation and anchoring requirements. The art submissions are before City Council for final selection of the artist(s) and artwork. The art design submissions are attached as Exhibit A.

City Council has three options:

1. Select and approve a final artist and direct staff to enter into a contract with the selected artist for fabrication and installation of the art.
2. Reject all artwork and request new submissions from the same or different artists who responded to the Call for Artists OR advertise a new Call for Artists.
3. Select an artist and request that he/she revise the art submission consistent with specific guidelines.
4. Request additional information for all artists such as an interview and/or 3D representation of the artwork.

BUDGET/FINANCIAL IMPACTS:

\$75,000

ACTION OR MOTION:

To approve final artwork:

“I move to approve the artwork submitted by [artist] and direct staff to enter into a contract for the fabrication and installation of the art on the overpass bridges located at I-5 and downtown.”

STAFF CONTACT: Lee Knottnerus, Deputy City Manager

ATTACHMENTS: Final Overpass Art Presentations (PPTX)



Attachment: Final Overpass Art Presentations (Selection of Overpass Art)

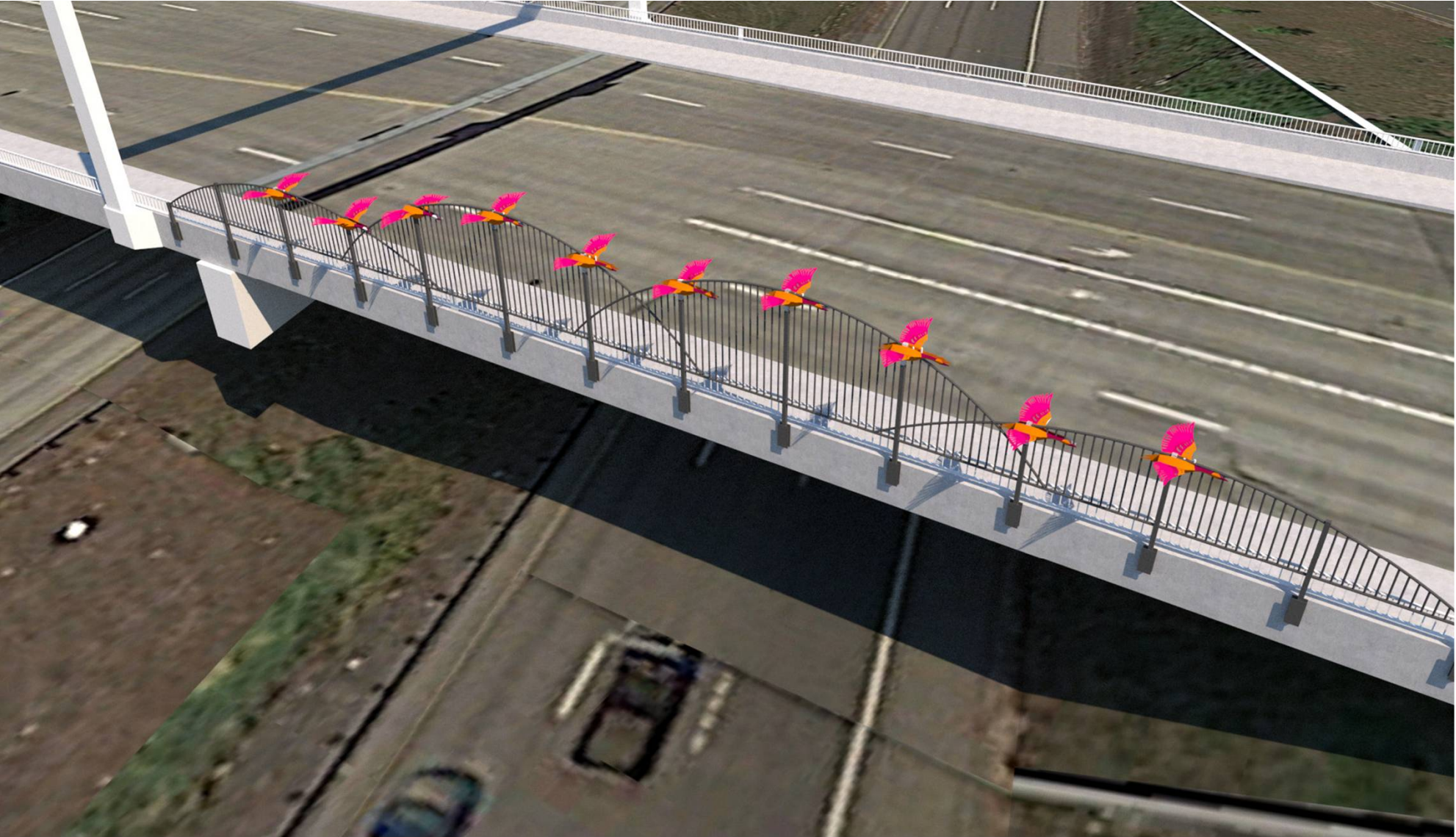
APHIDOIDEA + Jason Saunders

Los Angeles, CA
Project Duration: 5 Months
Powder Coated Steel

We would like to create artworks that not only visually enhance the experience of the visitor, but help create community and identity while referencing the unique character and location of Ridgefield. We chose to develop a proposal around the Canadian Goose, the bird on the city's logo.

We propose a series of colorfully abstracted Canadian Geese along the bridges' railings. Each goose would have its wings in slightly different positions to suggest a movement in flight, like an old-time flip book. To show the geese's feather patterns we will have different parts of each bird powder coated in vibrant abstract colors.





Attachment: Final Overpass Art Presentations (Selection of Overpass Art)







Pete Goldlust & Melanie Germond

Eugene, OR
Project duration: 5 months
Powder Coated Steel

Ridgefield Rambles weaves together the diversity of birds and other native animal species that one can see at the Ridgefield National Wildlife Refuge. The cheerful color scheme, while highly visible draws on a desaturated color palette so it doesn't interfere with informational signage.

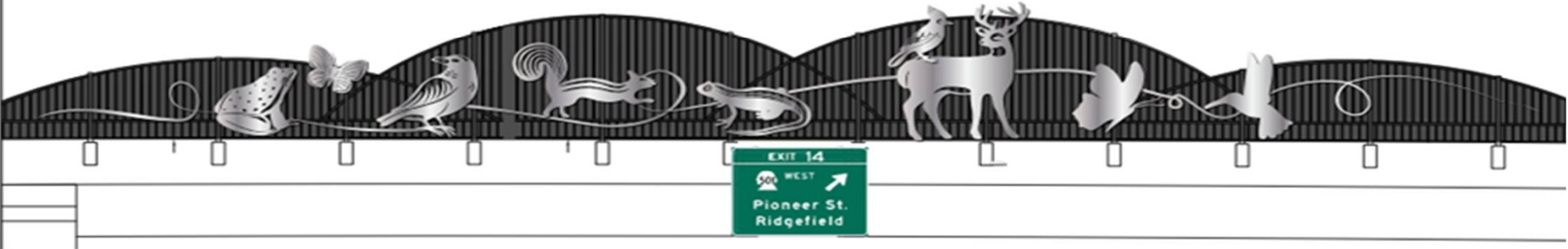
Artwork shown is indicative of our design approach – final selection of animals will be determined based on discussion with stakeholder communities.



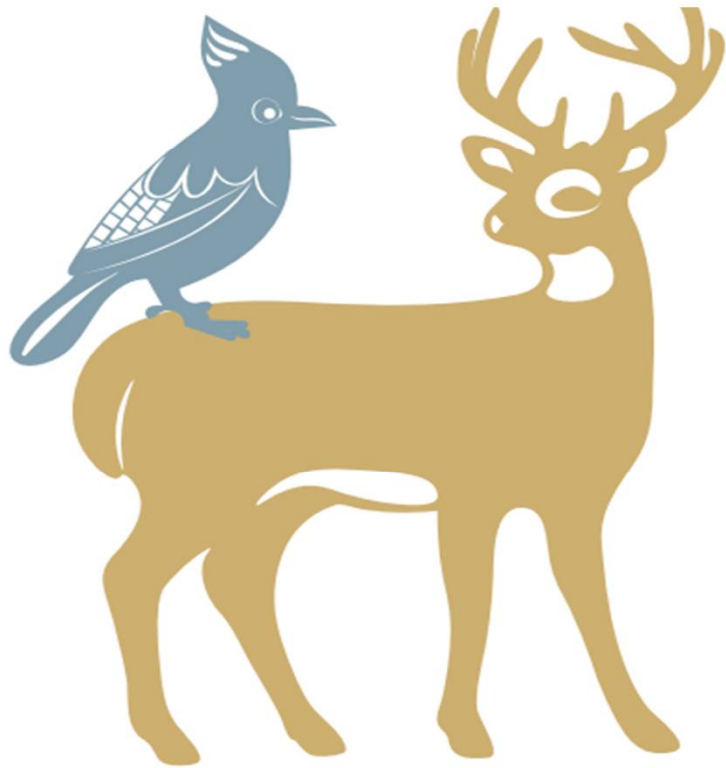


Attachment: Final Overpass Art Presentations (Selection of Overpass Art)

**ALTERNATE METALLIC POWDERCOAT FINISH
(if color is not desired)**

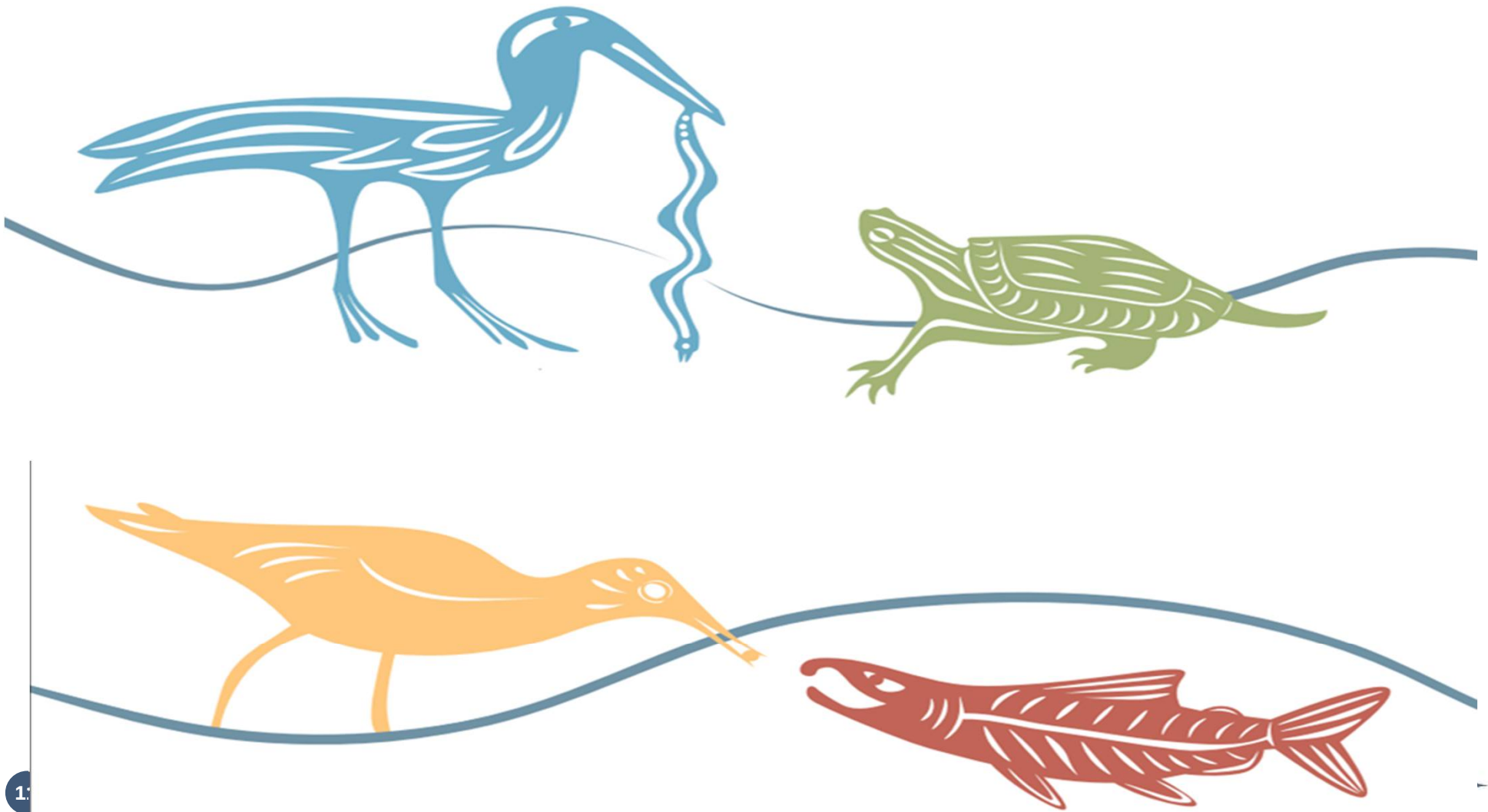


Attachment: Final Overpass Art Presentations (Selection of Overpass Art)



CONCEPT DRAWINGS





James Hirschfield

Chapel Hill, NC
Project Duration: 7.5 Months
Dochroic Glass (Composite) in steel rings

My keen interest in this project is motivated by a history of creating art for bridges (I have having created art for bridges in Albuquerque, Denver, and Phoenix) and knowing the potential for artistic expression.

Thus, my process begins by looking for a theme: An element of a place that inspires and directs my design. I describe this process as finding an inherent reality that lends itself to visual metaphor.

The strength of my designs lies in an ability to create a vision that is also a solution. Success is achieved through the creation of art that engages an audience through strong aesthetic designs; and once engaged, each viewer discovers layers of meaning within the work that offer a multifaceted and meaningful experience.

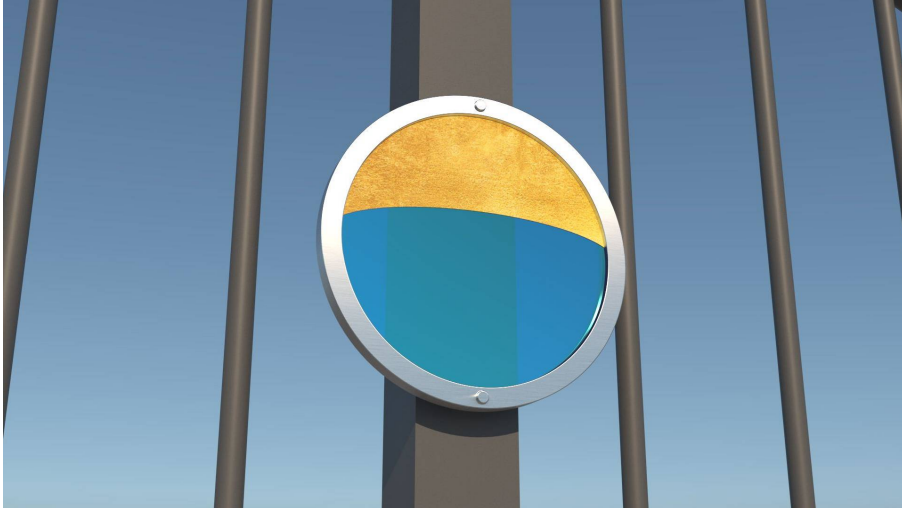
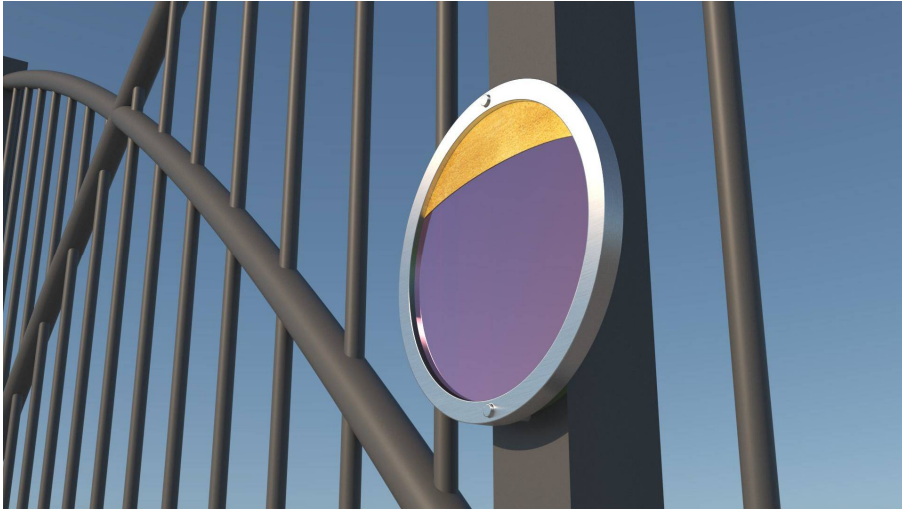




Attachment: Final Overpass Art Presentations (Selection of Overpass Art)

Dichroic glass is a modern composite glass that is produced with metal oxides within the glass, causing it to change colors depending on the angle one is viewing the glass.





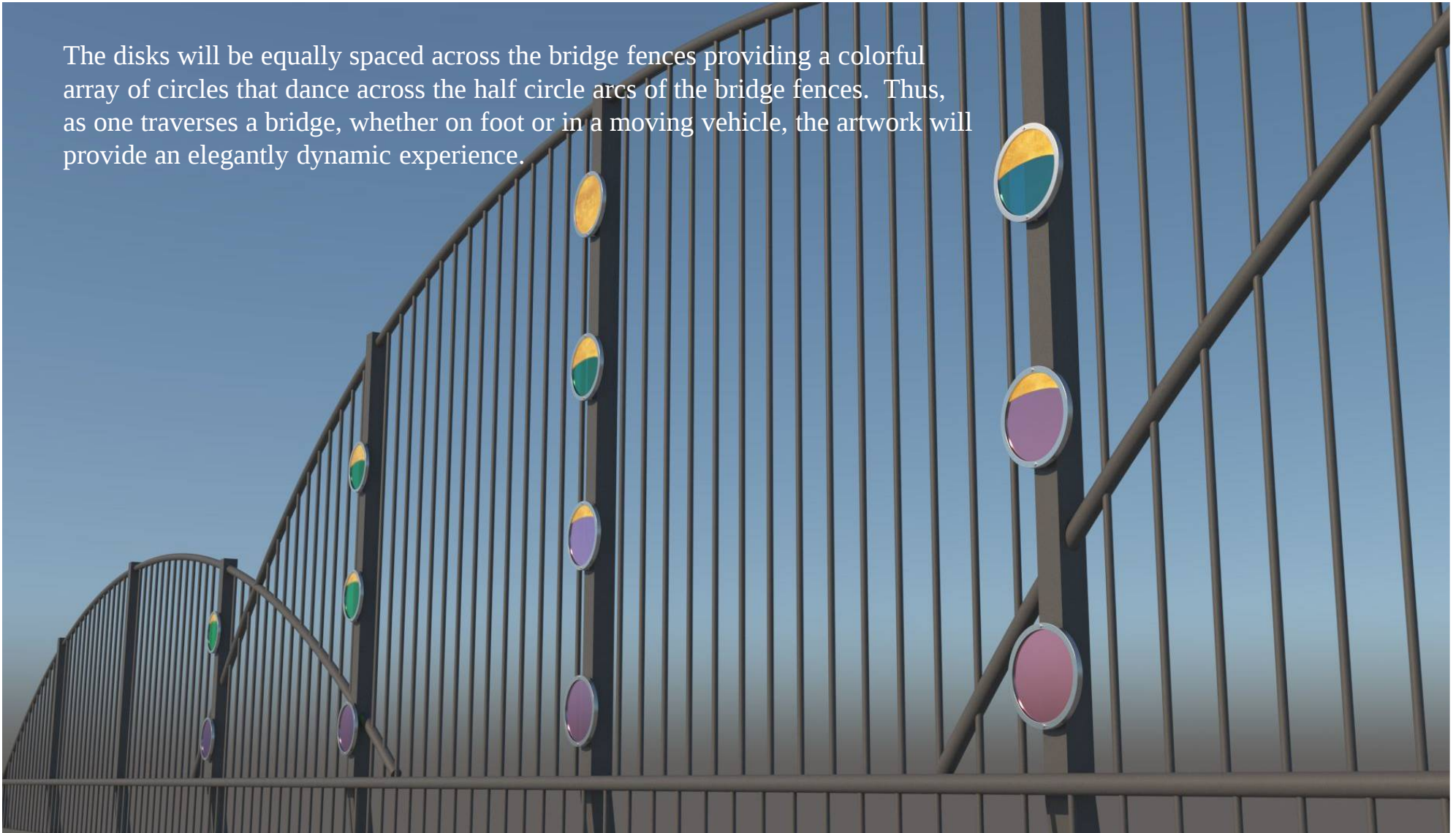
Thus, each circle of glass within the artwork will have a unique look as one moves across either bridge, shifting from reds to blues to purples to greens.



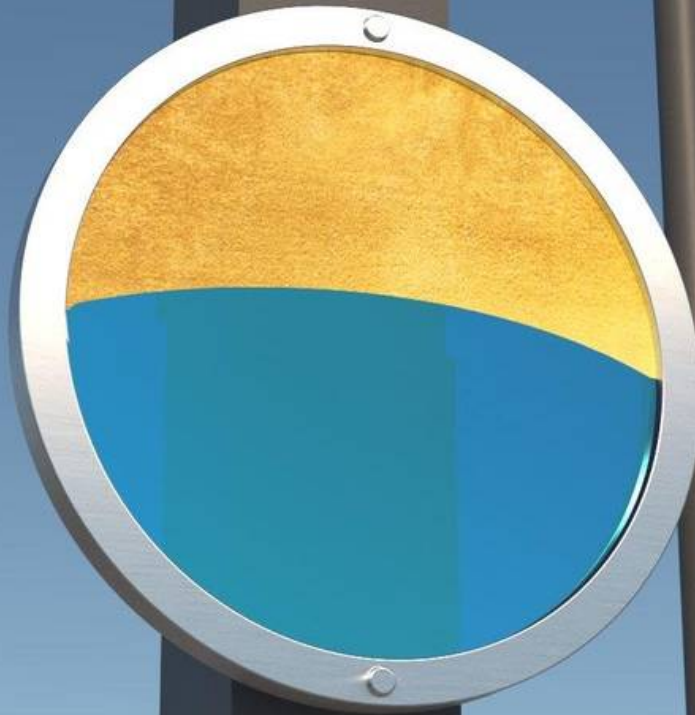


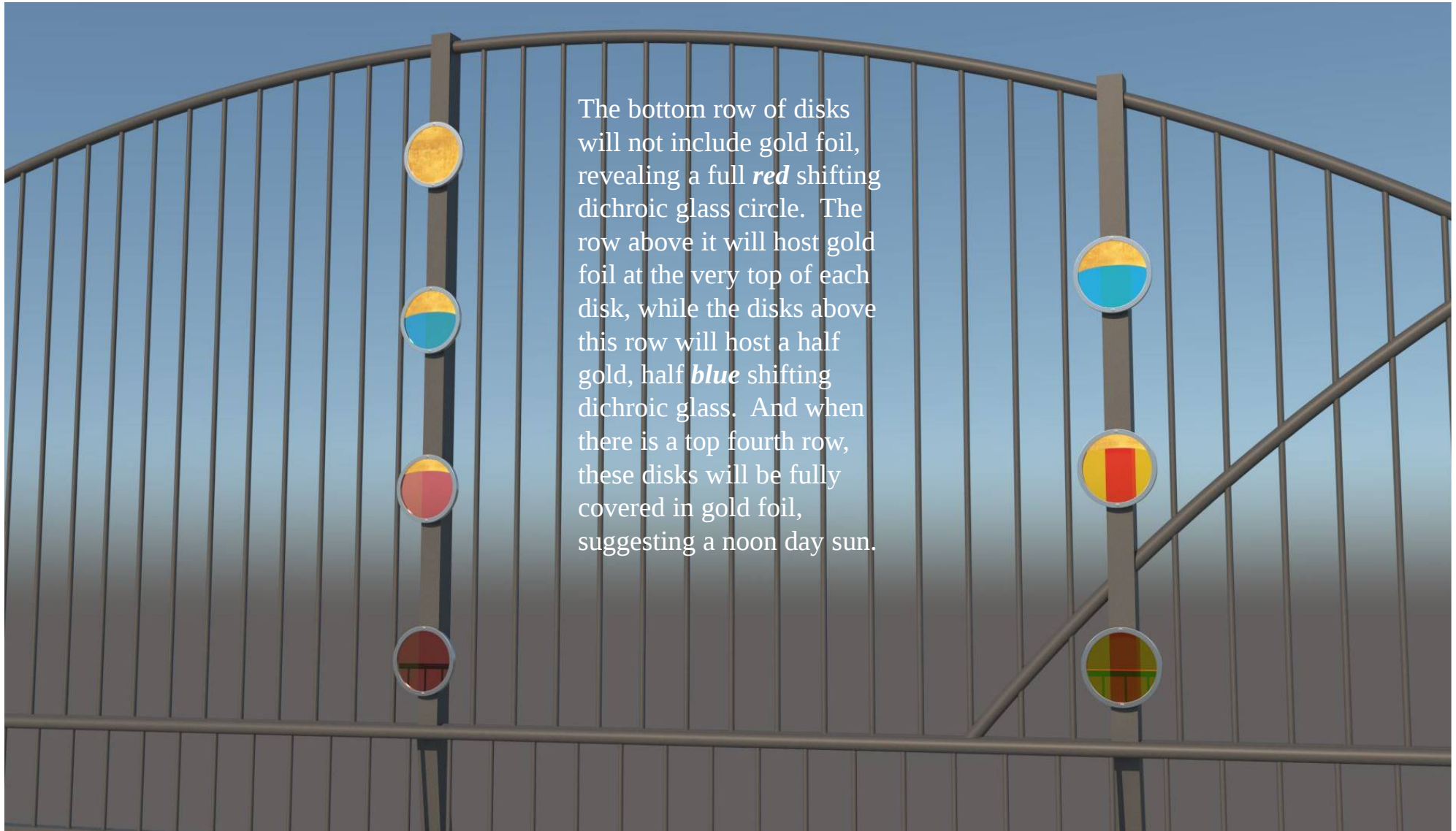
Attachment: Final Overpass Art Presentations (Selection of Overpass Art)

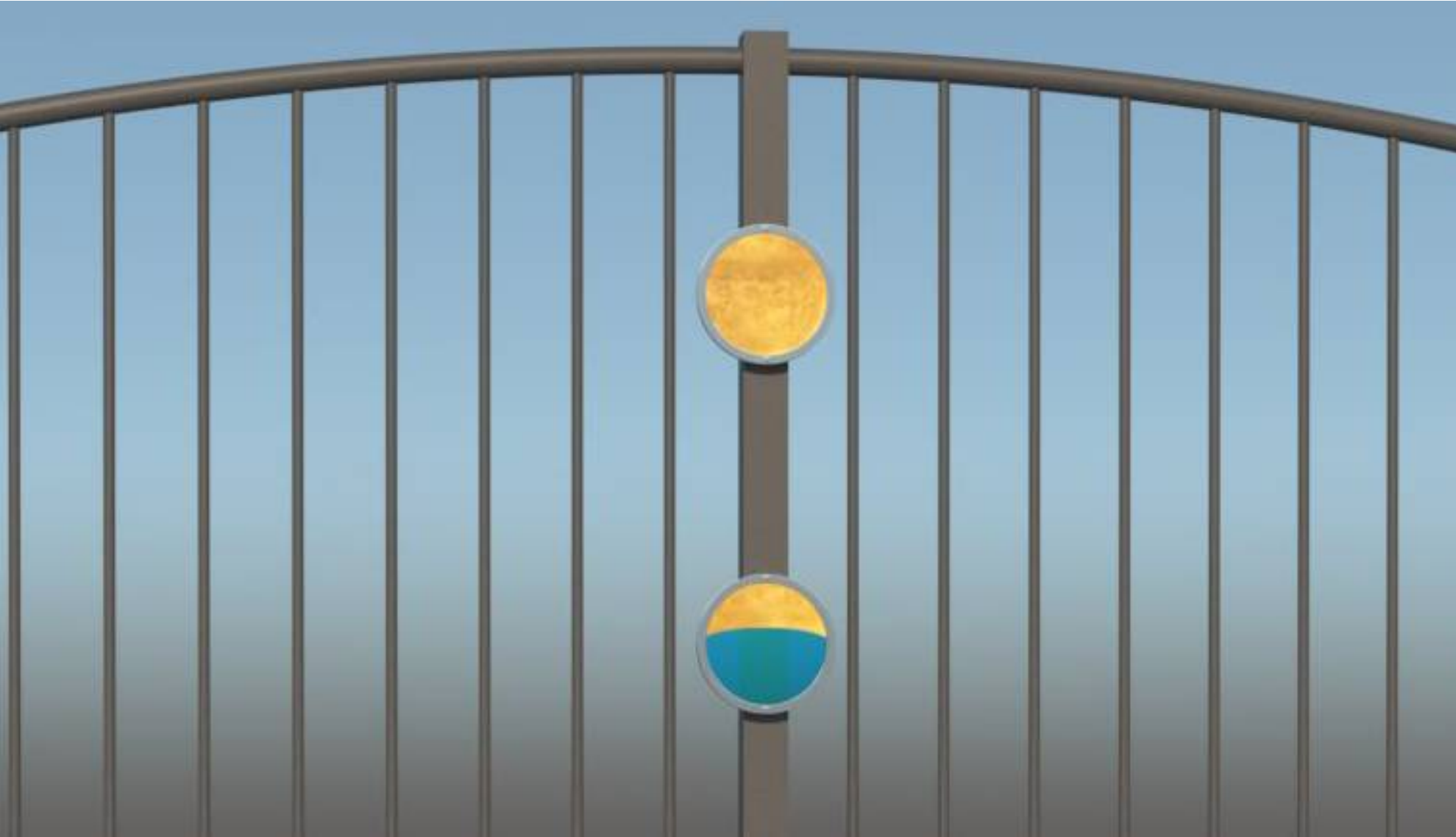
The disks will be equally spaced across the bridge fences providing a colorful array of circles that dance across the half circle arcs of the bridge fences. Thus, as one traverses a bridge, whether on foot or in a moving vehicle, the artwork will provide an elegantly dynamic experience.



In addition to the changing colors, most disks will include a gold foil fused within the glass advancing the metaphor of a rising sun over the National Wildlife Refuge.







Attachment: Final Overpass Art Presentations (Selection of Overpass Art)

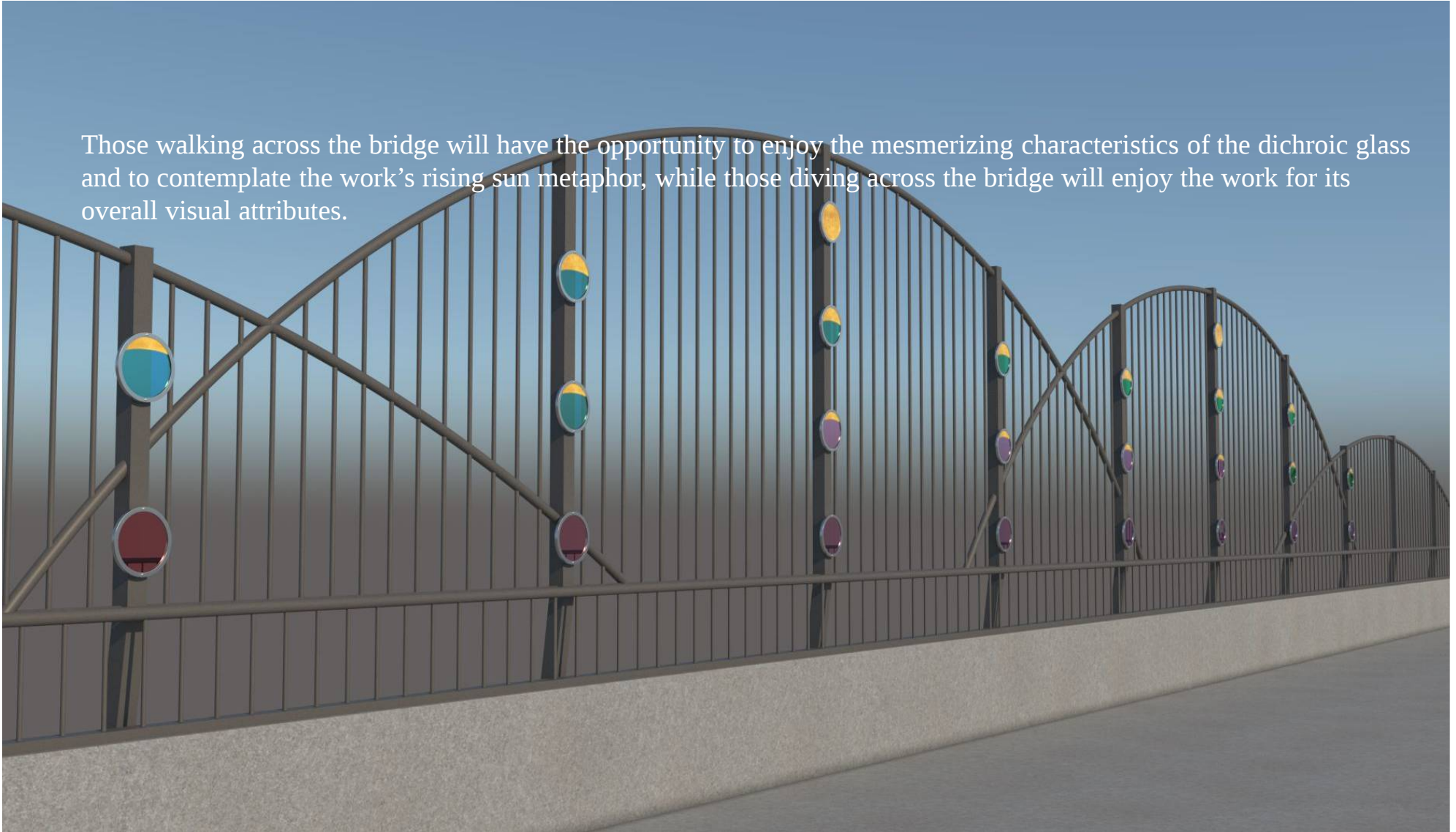
In addition to the color shifts that will be clearly evident throughout the art installation, sunlight that shines through each disks will splash color upon the sidewalks and roadway, adding another vibrant component to the artwork.





Maintaining the artwork will be a relatively easy process involving periodically hosing down the disks with a mild detergent and water mixture. As described above, the glass itself will be ½” thick to resist any impacts, and it will be held firmly in place by steel rings attached to the bridges’ fence structure.

Those walking across the bridge will have the opportunity to enjoy the mesmerizing characteristics of the dichroic glass and to contemplate the work's rising sun metaphor, while those diving across the bridge will enjoy the work for its overall visual attributes.



However one observes the art installation, the work's strong aesthetic design will engage an audience, and once engaged, each viewer will discover other layers of meaning within the work, providing the participant with a multifaceted and meaningful art experience.



Michael McLaughlin

Torrington, CT
Project duration: 10-12 Months
Silicon Bronze or Aluminum

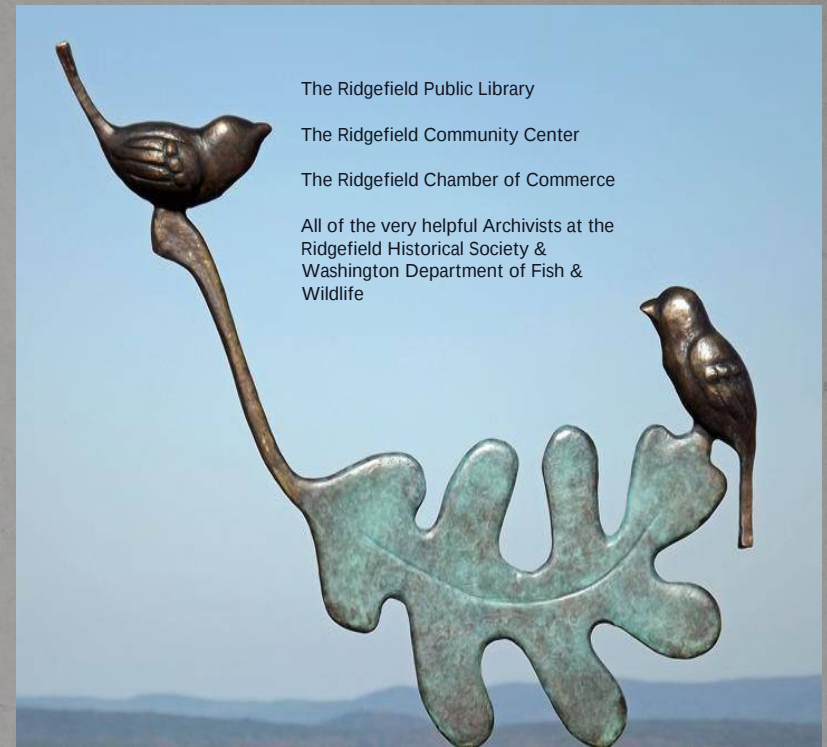
The drawings contained within this sketchbook are intended to present the thought and sentiment I would strive to bring to your sculpture.

I have always maintained that Public Art should perpetuate a generosity of spirit with its' community.

Viewers should discover the unexpected, finding content that applies to another part of their lives and thus, the art becomes a co-creation.



Before I begin,
I would like to express a very special thank you
to the following for their generous help in my
research and
extra long list of questions!

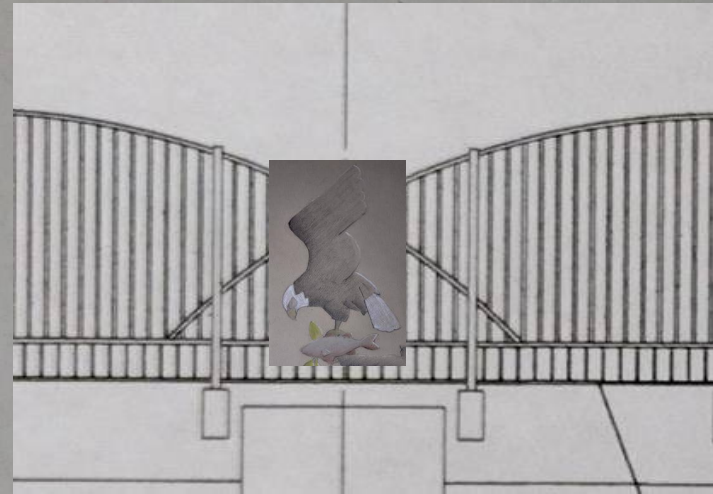


There is no bird who
flies knowing the limit
of the sky.



"There is no fish who
swims knowing the end of
the ocean."

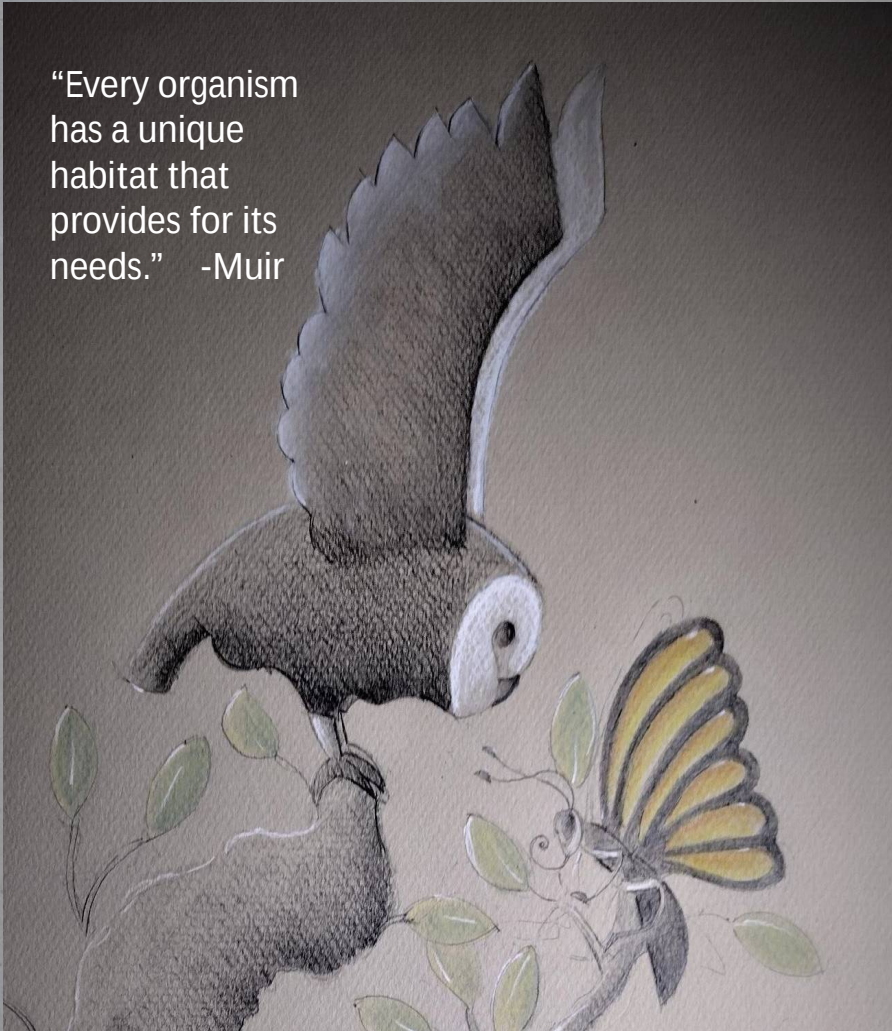
-Keisen



"Eagle and Fish"

9 ft. tall Medium: Aluminum
Natural patina with highlights of color

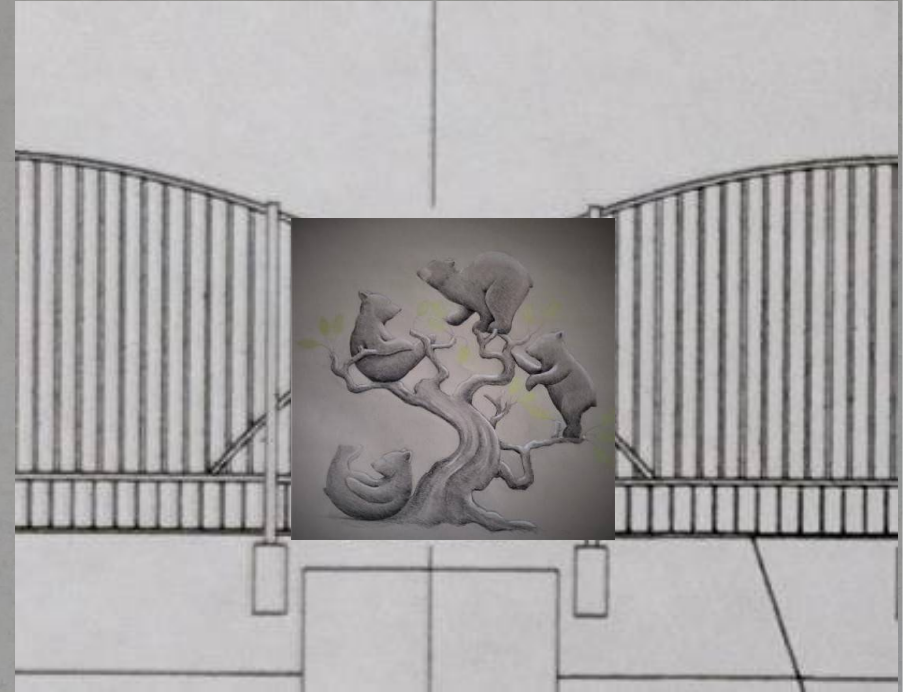
“Every organism
has a unique
habitat that
provides for its
needs.” -Muir



“Colloquy”

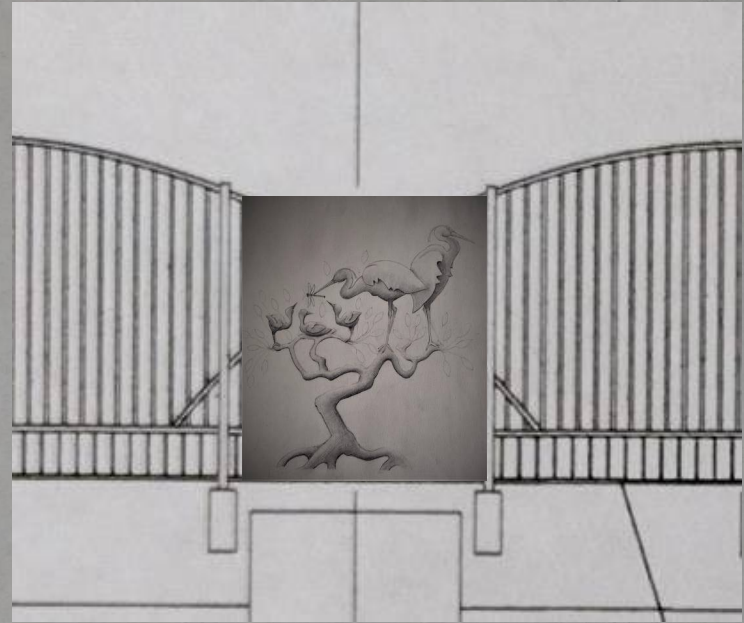
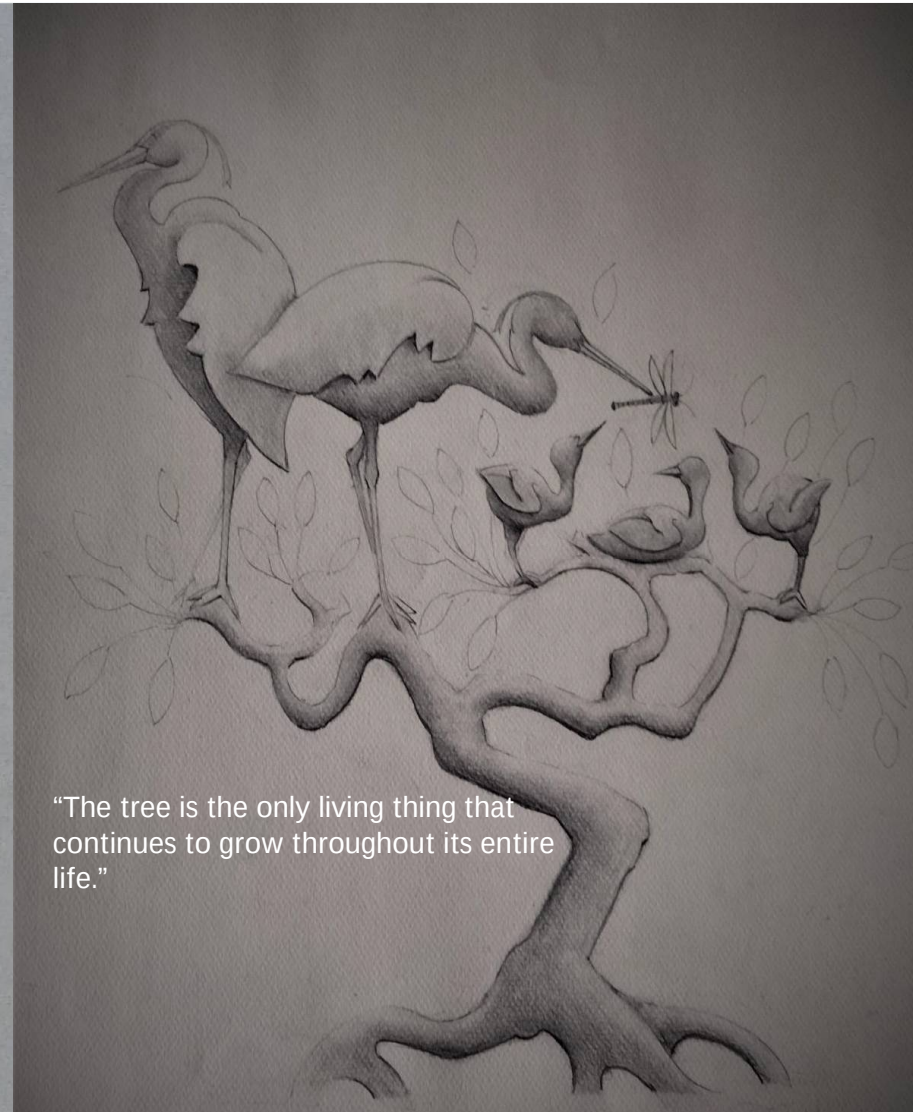
9 ft. tall Medium: aluminum Natural patina
with highlights of color

"Our ancient trees carry the knowledge of our forebears".

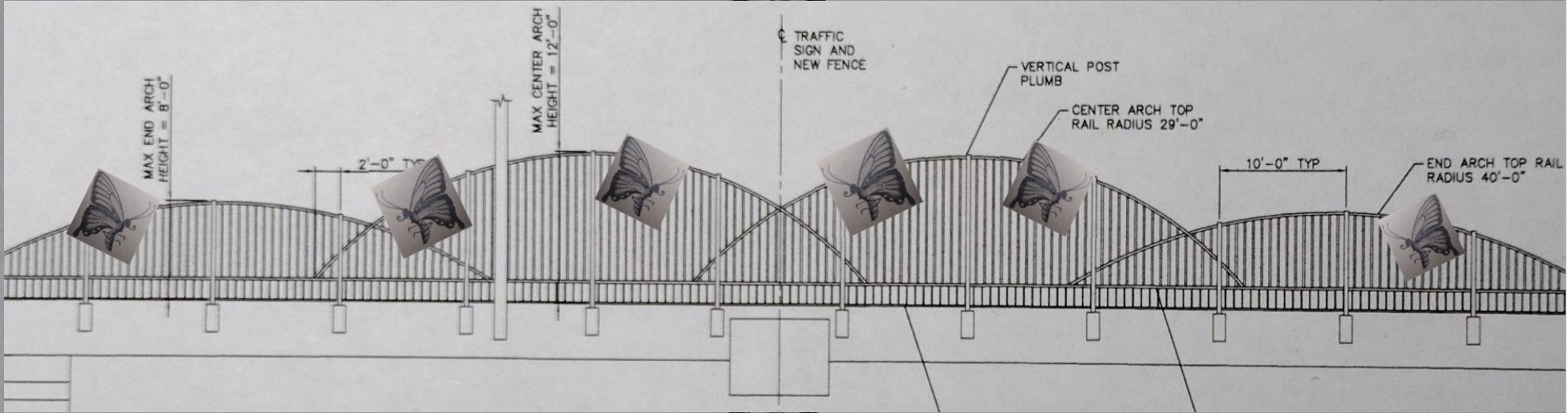


"Forebears"
9 ft. tall Medium: Aluminum
Highlights of color

Attachment: Final Overpass Art Presentations (Selection of Overpass Art)



"Heron"
9 ft. tall
Medium: aluminum
Natural patina with highlights of color.



Butterflies
Medium: Aluminum
Highlights of color
6 ft. tall



Attachment: Final Overpass Art Presentations (Selection of Overpass Art)

Seth Emerson Palmiter

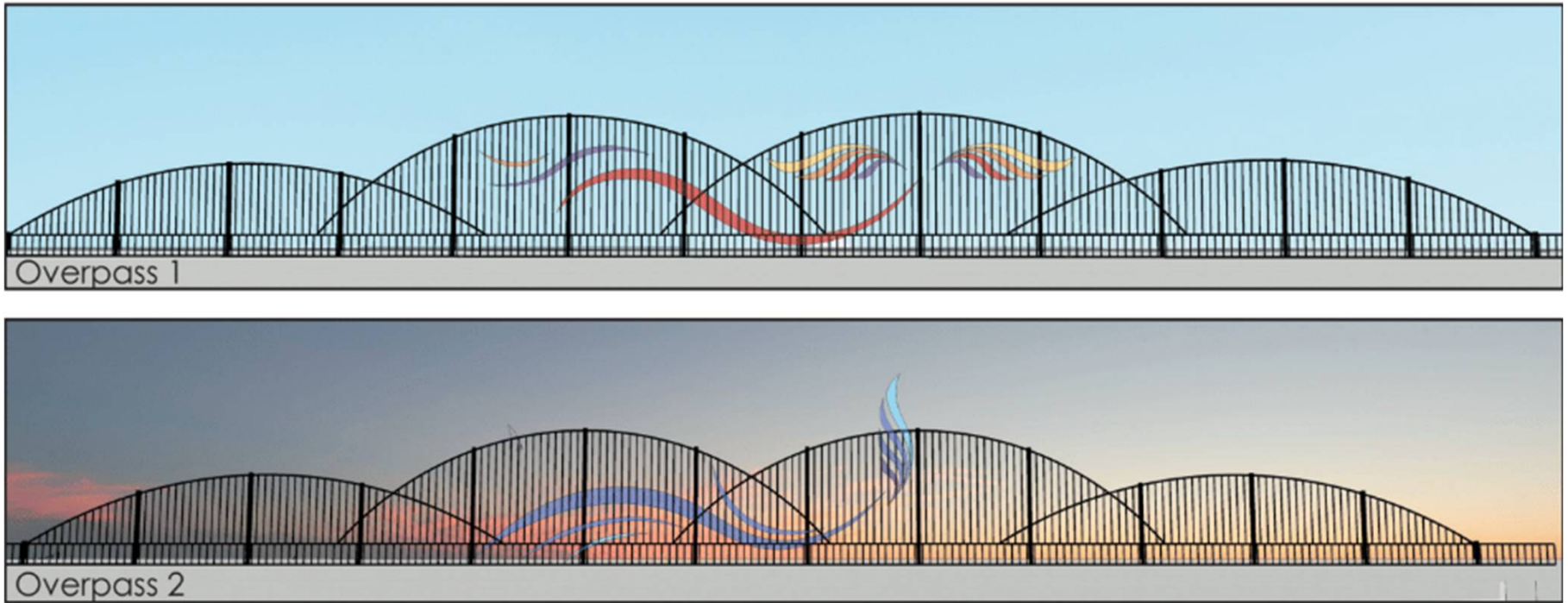
Rockport, ME

Project Duration: Within the scheduled agreed
upon. Will try to complete in 2022.
Perforated Metal or Metal Mesh

My explorations of the sites and possibilities challenged me to create art that was strongly interactive with the land and skyline that are the canvas for the art. The composition I developed is inspired by the graceful anatomy of birds and also the beautiful patterns flocks paint in the sky. If you prefer the composition, be more overtly representational, I can rework the concept per your directives.

The lyrical forms within the Overpass Art can be interpreted as wings, birds, a migrating flock, meandering streams, or gentle breezes. There are two compositions, one for each Overpass, which are mirrored on each Overpass structure. Truly, the art will move, evolve and dance in relation to the vehicular audience.





RIDGEFIELD OVERPASS ART: Ridgefield, WA Native Species & Historic Inspirations



Tree Swallow



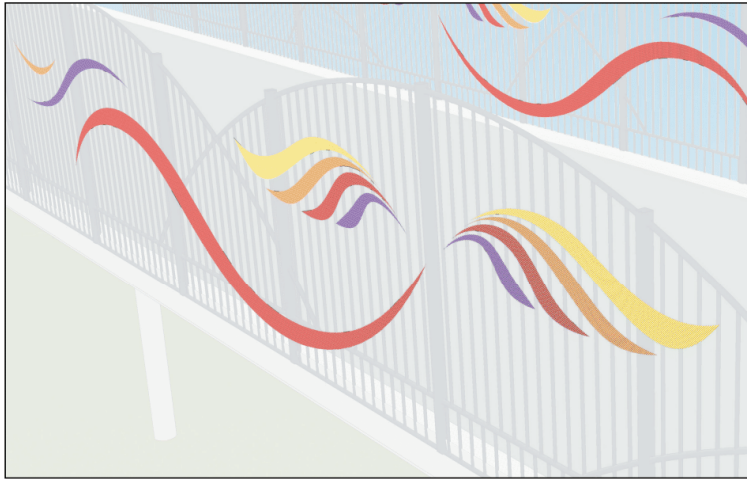
Sandhill Cranes in Formation



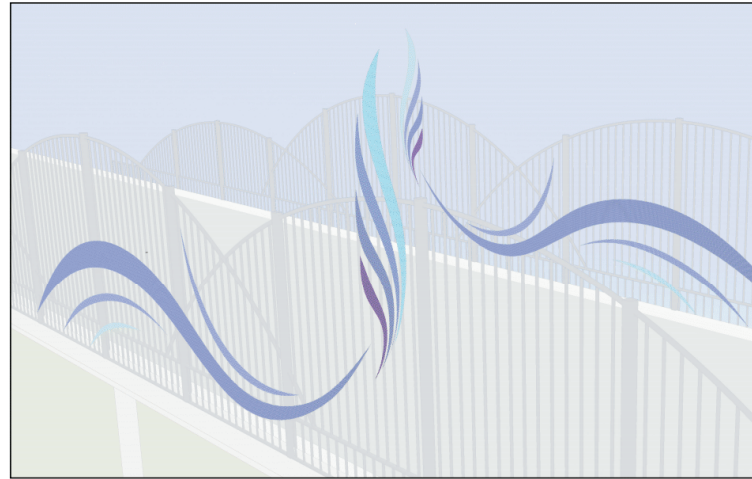
WPA Bridge with Noble Wings



Tree Swallow



Dynamic Motion & Implied Wing Forms



Soaring Gesture & Interactive Composition

MOTIVATED
METAL

Seth Emerson Palmiter

691 Rockland Street

Rockport, ME 04856

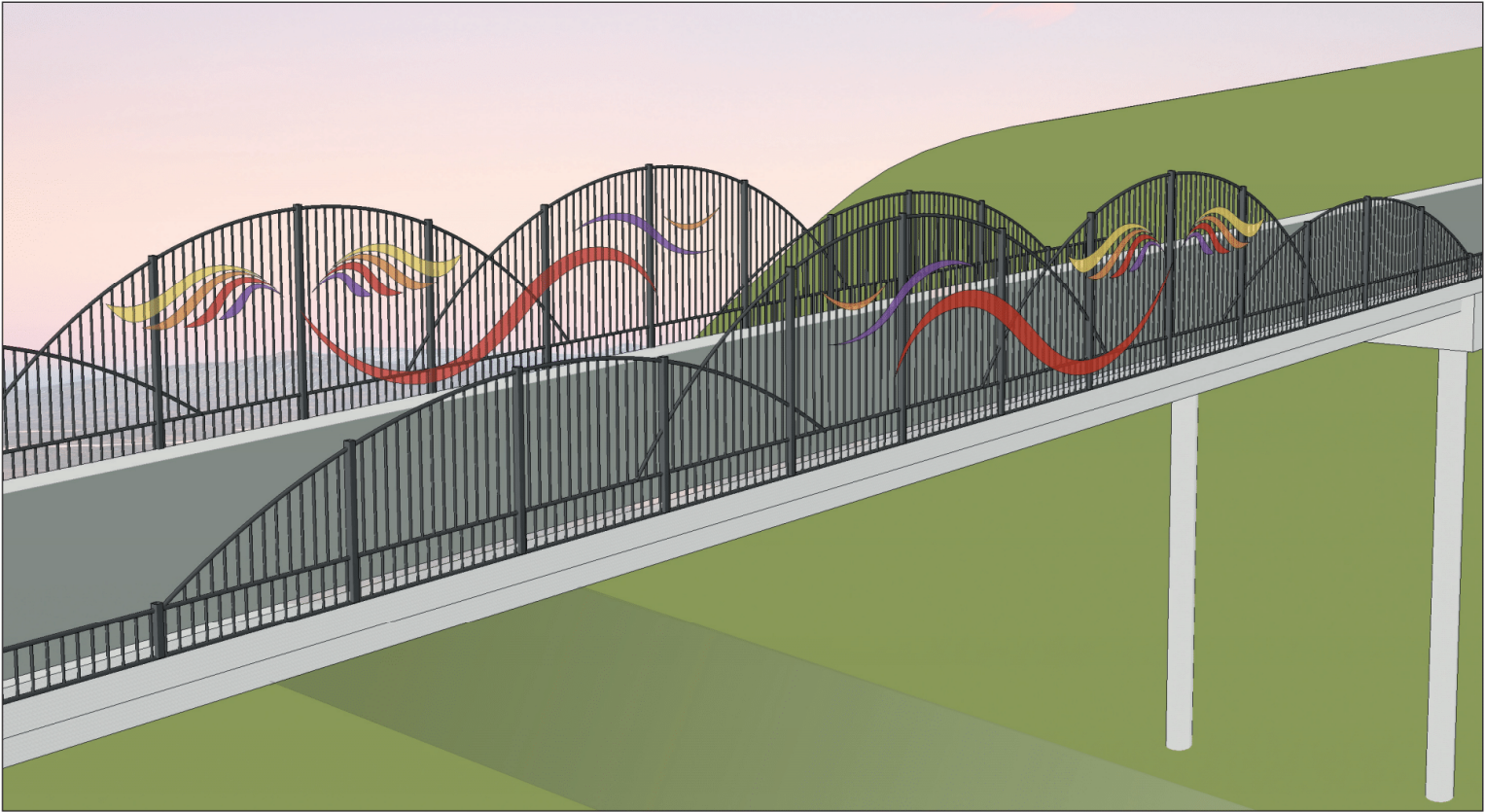
207-706-4140

www.MotivatedMetal.com

PRELIMINARY PROPOSAL
PAGE 5

© Seth Palmiter 2022

RIDGEFIELD OVERPASS ART: Aerial View

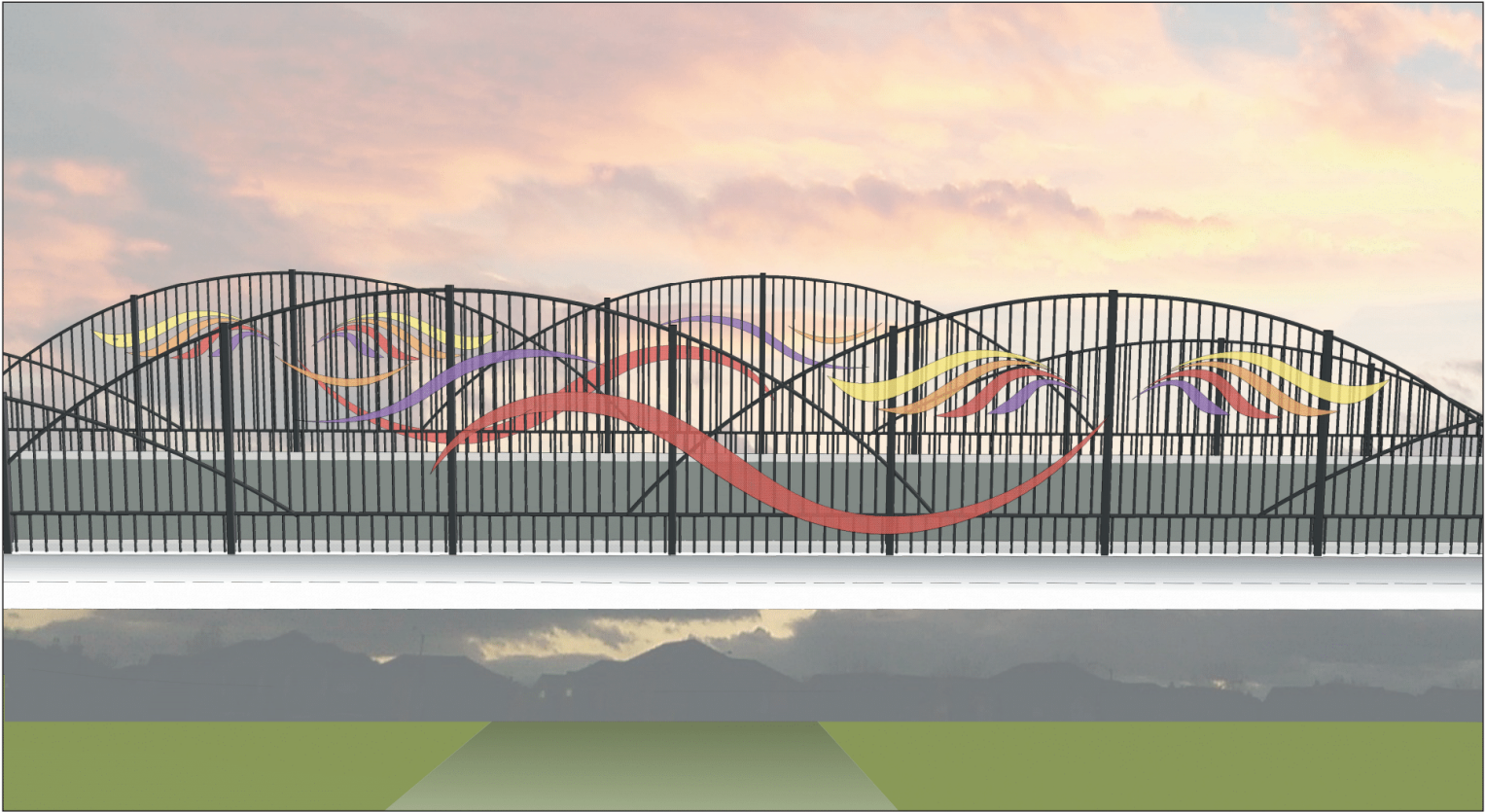


Overpass 1 - View From Above

MOTIVATED
METAL Seth Emerson Palmiter 691 Rockland Street Rockport, ME 04856 207-706-4140 www.MotivatedMetal.com

PRELIMINARY PROPOSAL
PAGE 7
© Seth Palmiter 2022

RIDGEFIELD OVERPASS ART: Elevation View



Overpass 1 - Elevation View

MOTIVATED
METAL Seth Emerson Palmiter 691 Rockland Street Rockport, ME 04856 207-706-4140 www.MotivatedMetal.com

PRELIMINARY PROPOSAL
PAGE 8
© Seth Palmiter 2022

RIDGEFIELD OVERPASS ART: Perspective View

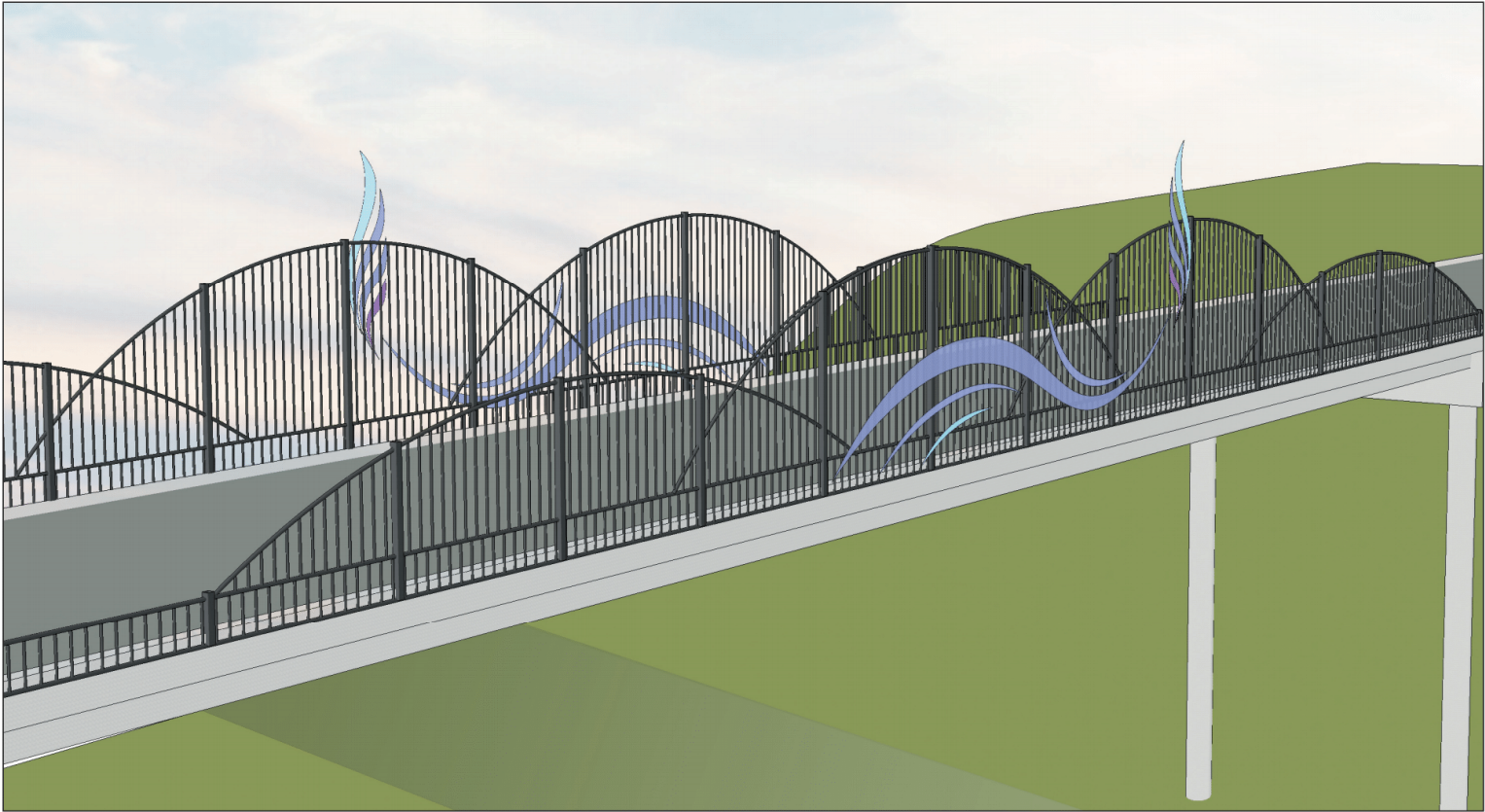


Overpass 1 - Perspective View

MOTIVATED METAL Seth Emerson Palmiter 691 Rockland Street Rockport, ME 04856 207-706-4140 www.MotivatedMetal.com

PRELIMINARY PROPOSAL
PAGE 9
© Seth Palmiter 2022

RIDGEFIELD OVERPASS ART: Aerial View

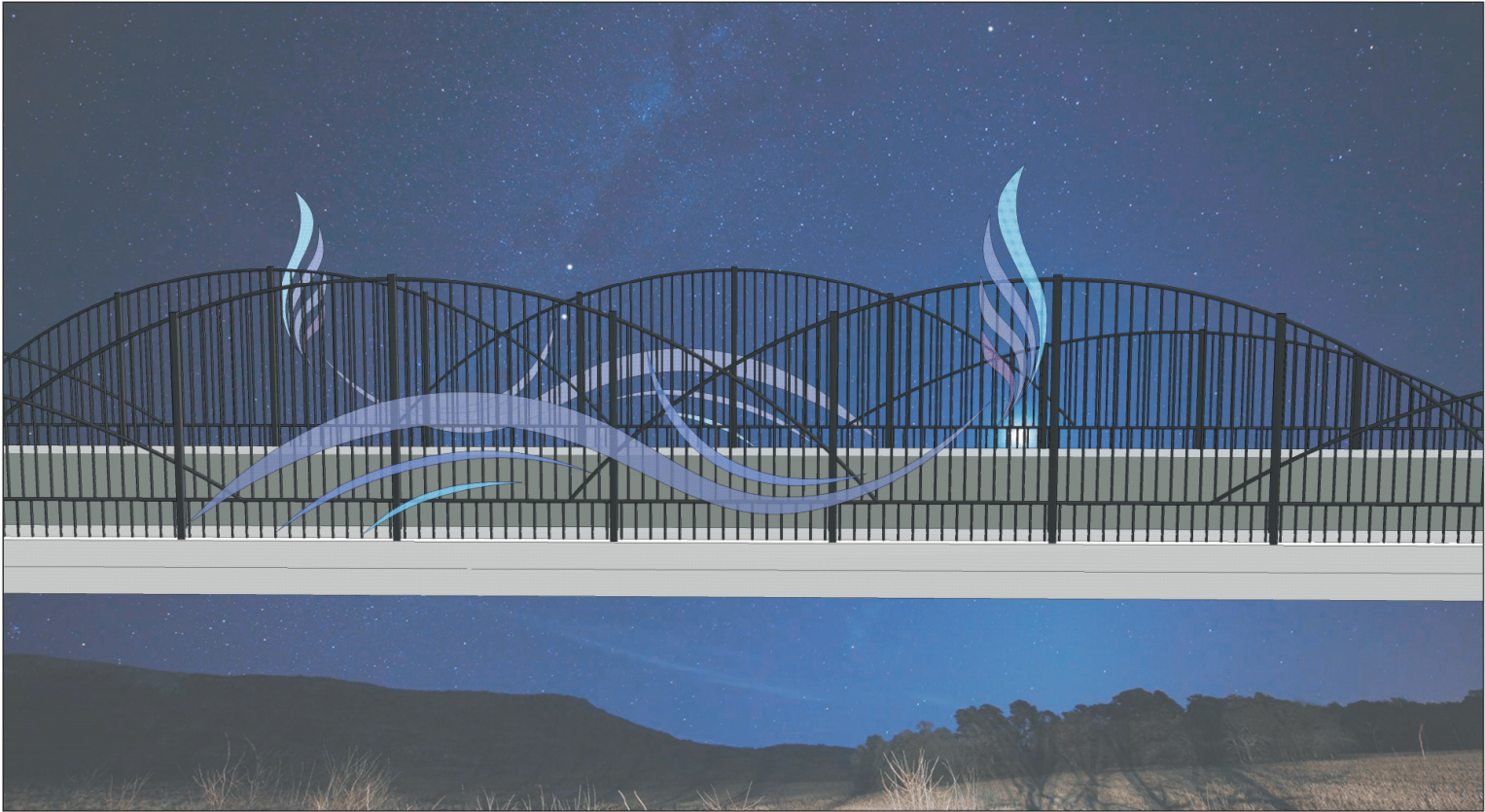


Overpass 2 - View From Above

MOTIVATED
METAL Seth Emerson Palmiter 691 Rockland Street Rockport, ME 04856 207-706-4140 www.MotivatedMetal.com

PRELIMINARY PROPOSAL
PAGE 11
© Seth Palmiter 2022

RIDGEFIELD OVERPASS ART: Elevation View

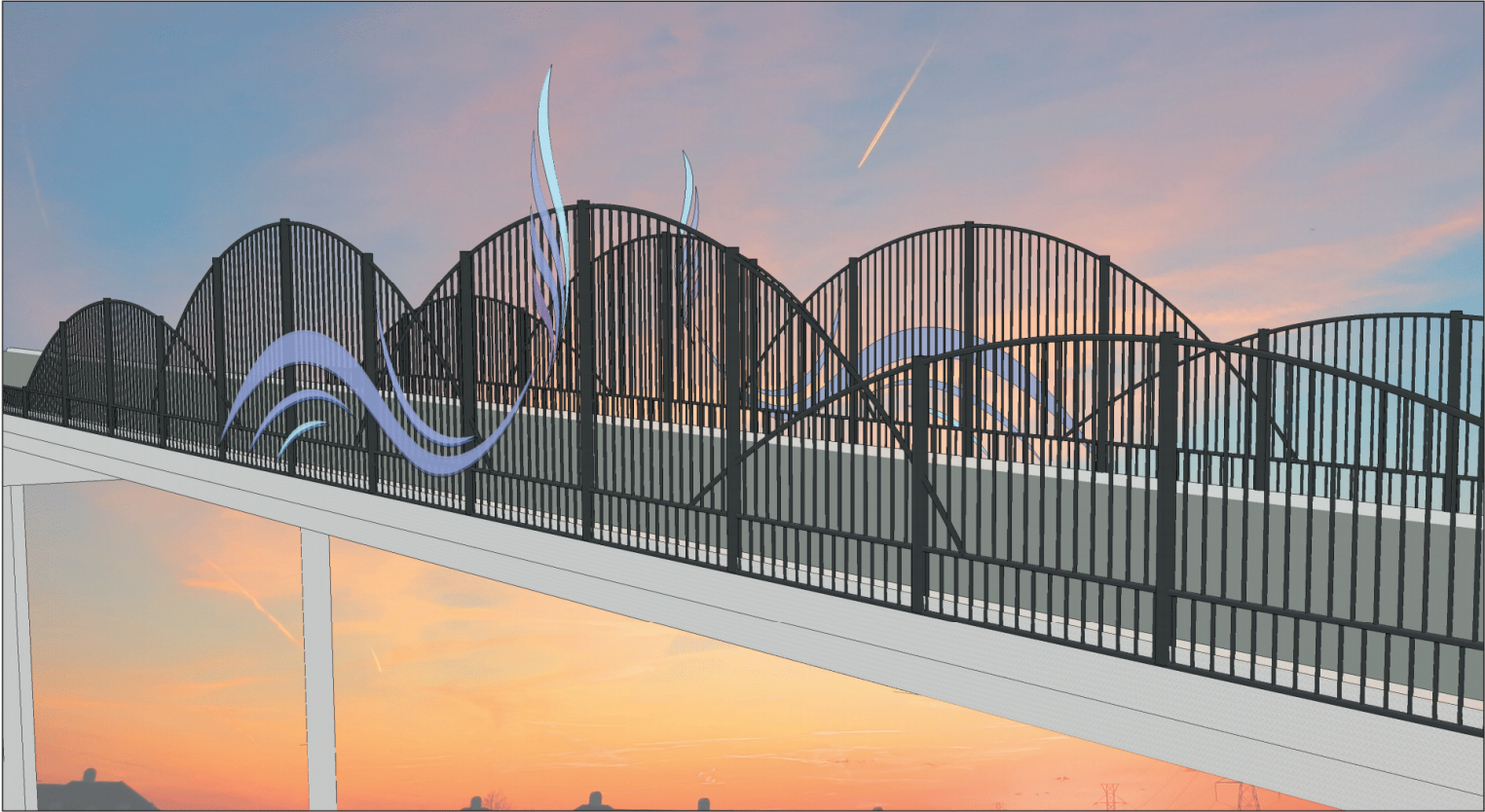


Overpass 2 - Elevation View

MOTIVATED
METAL Seth Emerson Palmiter 691 Rockland Street Rockport, ME 04856 207-706-4140 www.MotivatedMetal.com

PRELIMINARY PROPOSAL
PAGE 12
© Seth Palmiter 2022

RIDGEFIELD OVERPASS ART: Perspective View



Overpass 2 - Perspective View

MOTIVATED
METAL Seth Emerson Palmiter 691 Rockland Street Rockport, ME 04856 207-706-4140 www.MotivatedMetal.com

PRELIMINARY PROPOSAL
PAGE 13
© Seth Palmiter 2022

Zokaite Sculpture, LLC

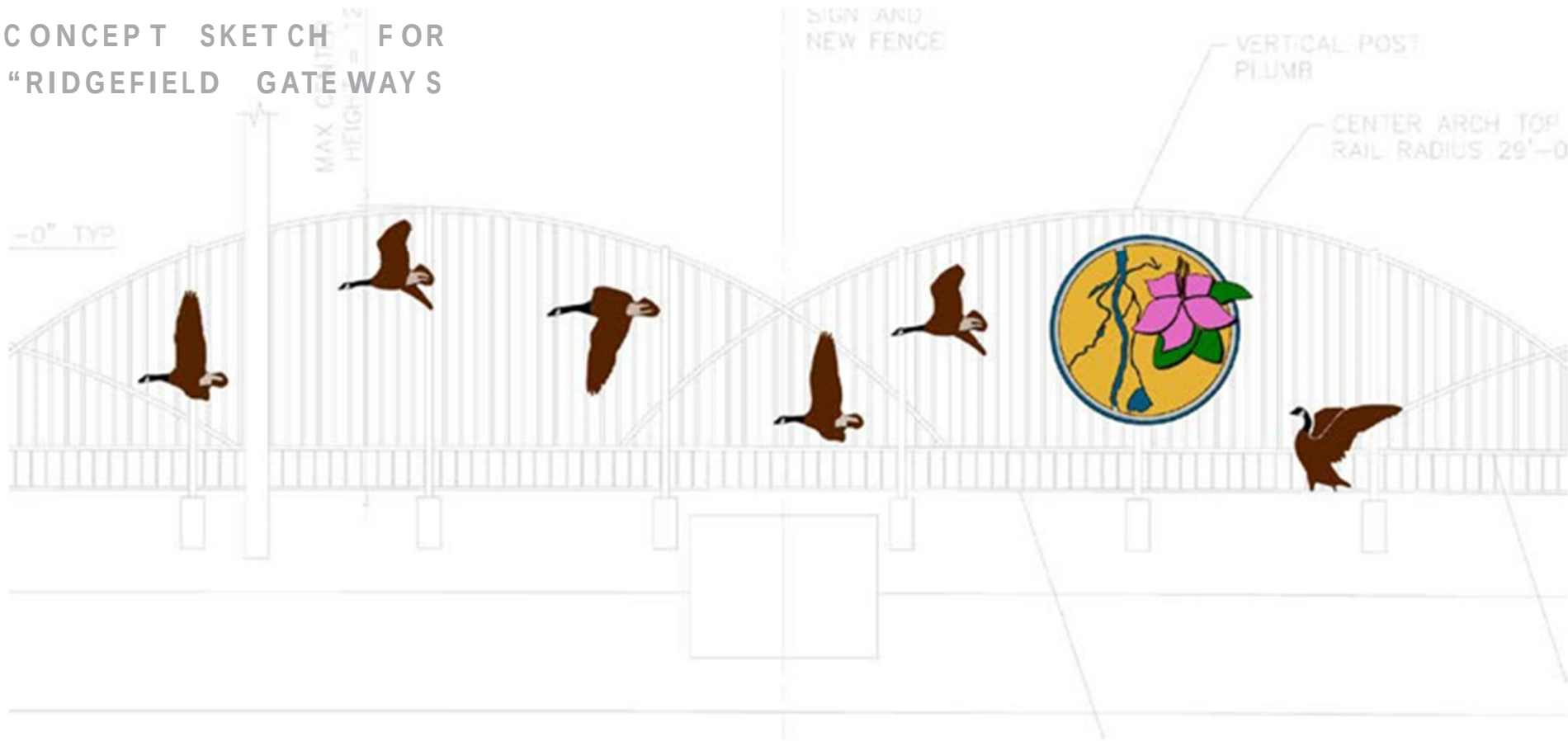
Tempe, AZ
Project duration: 11-12 Months
Powder Coated Steel

I have created site-inspired artwork call The Ridgefield Gateways. In my design, six dusky goose forms will arc across each side of each elevated roadway around a focal medallion. A graphic representation of the Columbia and Lake River is used as the grounding element of this emblem, it is accompanied by a brightly-colored Coast Rhododendron to demarcate the City of Ridgefield in relationship to these waters.

The Ridgefield Gateways are designed in a sculptural aesthetic that celebrates the unique character of the city, its history, and the surrounding natural environment. It will provide a visual statement of the meaningful connection that Ridgefield residents have with the stewardship of the land.



CONCEPT SKETCH FOR
"RIDGEFIELD GATEWAYS"



BOBB YZOKAITES.COM — IG : @BOBB YZOKAITES

PROPOSAL

Attachment: Final Overpass Art Presentations (Selection of Overpass Art)

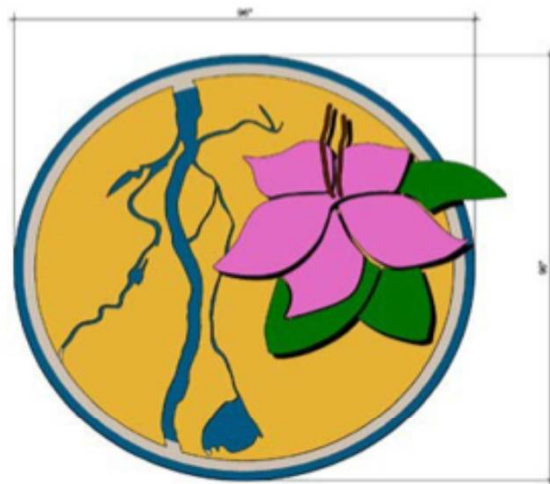
BOBBY ZOKAITES

PUBLIC ART + FINE ART + SCULPTURE

ZOKAITES SCULPTURE

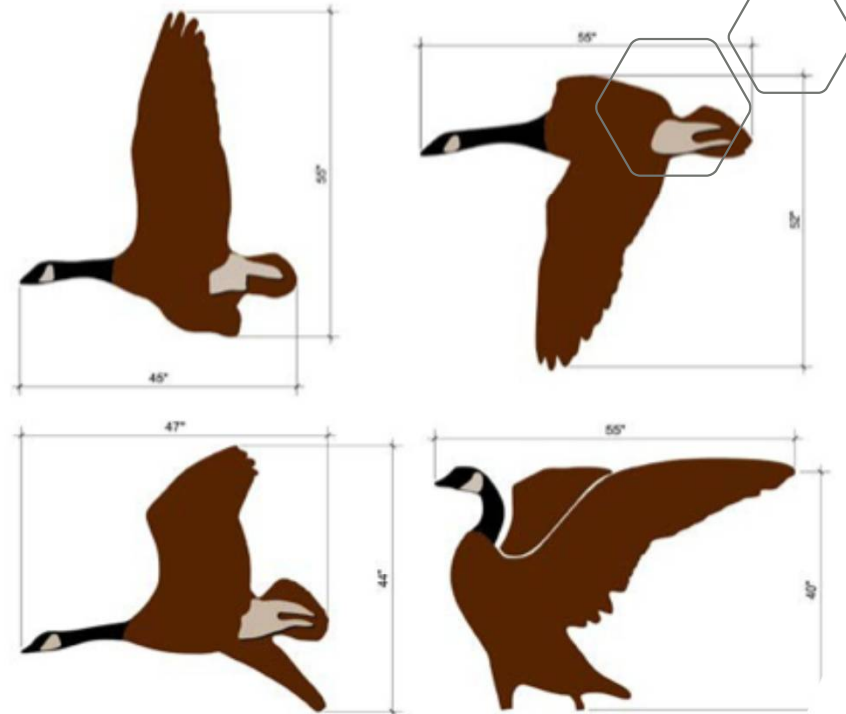
141 HU ESTA DR, TEMPE, AZ 85282 - +1(540)392-2541 - ZOKAITESSCULPTURE@GMAIL.COM - BOBBYZOKAITES

CONCEPT SPECS FOR "RIDGEFIELD GATEWAYS" "S"



DESIGN NOTES:

- Medallion: sun-like 12g and 18g steel disc features palette that harkens to city logo and branding scheme — includes adjacent rivers (Lake and Columbia) with the state flower demarcating Ridgefield.
- Birds: the state and federally protected Dusky Canada Goose is shown in four forms; its markings are a second layer of steel, separately powder-coated to prevent corrosion. Colors true to nature.
- Layout: design is intended to be successful in its color as well as in full light, and equally alluring in silhouette dawn/dusk hours.



OPTIONS

§ Select and Approve Artwork

Direct staff to enter into a contract with the selected artist for fabrication and installation of the selected art.

§ Reject all Artwork

Direct staff to request new artwork submissions from the same or different artists who responded to the original Call to Artists or start with a new Call to Artists.

§ Select artwork with modifications.

Select one or more art submissions and direct staff to request that the artist revise the art submission with specified modifications.

§ Request Additional Information from the Artists.

Request additional information from the artists such as an interview or 3D representation of the artwork.







THANK YOU

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 13, 2022

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Interlocal Agreement with Clark Regional Wastewater District for Capital Project Coordination

GOVERNING LEGISLATION:

NA

PREVIOUS COUNCIL ACTION TAKEN:

NA

SUMMARY/BACKGROUND:

This agreement with Clark Regional Wastewater District (CRWWD) lays out a process for cooperating on capital projects between agencies. It specifies how each agency can request, approve, and construct projects that include work performed by the other agency.

Previously, the City and CRWWD have entered into an agreement for each project where cooperation was beneficial to the agencies. This agreement will eliminate the need for project specific agreements.

BUDGET/FINANCIAL IMPACTS:

None.

ACTION OR MOTION:

A potential motion might be: "I move to authorize the City Manager to sign the interlocal agreement between Clark Regional Wastewater District and the City for Specialized Services and Public Works Construction"

STAFF CONTACT: Brenda Howell, Public Works Director

ATTACHMENTS: Ridgefield CRWWD Project Cooperation Draft (DOCX)
Draft RWO Template (XLS)

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RIDGEFIELD
AND CLARK REGIONAL WASTEWATER DISTRICT
FOR SPECIALIZED SERVICES AND PUBLIC WORKS CONSTRUCTION

THIS IS AN INTERLOCAL AGREEMENT for public works construction entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the **Clark Regional Wastewater District**, a special purpose district providing wastewater services within Clark County, Washington (the “District”), and the **City of Ridgefield**, a municipal corporation and charter city of the second class in the State of Washington (the “City”), referred to collectively as “Parties” or individually as “Party”.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the City and the District each have employees with highly specialized expertise related to the design, permitting, construction, inspection, and maintenance/operations of public works infrastructure, and acquisition of real property interests related to such infrastructure; and

WHEREAS, the City and the District are each authorized to construct sewer or wastewater systems and facilities pursuant to the statutes relating to counties and water-sewer districts and to construct public works pursuant to Chapter 39.04 RCW; and

WHEREAS, on occasion efficiency and economy may be achieved by one Party utilizing employees of the other Party with such highly specialized expertise;

WHEREAS, on occasion the inclusion of a public work by one Party in the public work project of the other Party will be cost effective and efficient;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein.

The Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to permit one Party to use the employees of the other Party to provide highly specialized services related to public works infrastructure and authorize one Party to include in its public works project a public work of the other Party on a case-by-case basis, to facilitate efficiency and cost effectiveness.
2. DEFINITIONS. Unless otherwise indicated in this Agreement, the following terms are defined as set forth below:

“Agreement” means this document and its terms, conditions, covenants, and performances as well as the attached Exhibits, which are incorporated herein and made a part hereof.

“Contracting Party” means the party that provides a Service or constructs a Project and includes in the Project the Work of the User.

“Project” means a public work as defined by RCW 39.04.010(4), which is all work, construction, alteration, repair, or improvement other than ordinary maintenance, that is executed by the Contracting Party and includes the Work requested by the User.

"Service" means highly specialized services completed by employees who are highly qualified by expertise or educational background to design, permit, construct, inspect, or maintain/operate public works infrastructure, or acquire real property interests related to such infrastructure.

"User" means the party that requests a Service or includes Work in the Contracting Party's Project.

"Work" means all survey, materials, equipment, labor, construction, construction inspection and contract administration requested by the User to be included in the Contracting Party's Project, and after approval, all such items actually included in the Contracting Party's Project.

"Working days" means Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

3. REQUEST FOR SERVICES AND WORK.

3.1. Communication. The City and the District have historically worked together to coordinate, plan, construct and maintain public works. The Parties agree to use their best efforts to keep each other informed of their respective public works projects, particularly those that could include a public works of the other Party.

3.2. Request for Work.

3.2.1. If the User desires to request Services or include Work in a Project of the Contracting Party, the User shall provide to the Contracting Party a written request (electronic or paper format) for Services or inclusion of the Work in the Contracting

Party's Project.

The written request for Services or Work shall specify the type, scope, extent, location and estimated cost of the Services or Work, including but not limited to the elements and information described in the definition of "Service" or "Work" in Section 2 of this Agreement.

3.2.2. Within seven (7) days of receipt of a request for Services or Work, the Contracting Party shall advise the User in writing of its willingness and ability to provide the Service or do the Work. The Parties shall as expeditiously as possible discuss the request. The discussion shall include, but not be limited to, the type, schedule, budget, and cost (direct and indirect) for the Services, the specifications, plans and provisions for the Work and its relationship to and inclusion in the Project. The Parties recognize and agree that the workload of the Contracting Party may prevent or delay the ability to provide Services or inclusion of the Work in the Project. The Contracting Party shall have sole discretion to accept, accept as modified or reject the request for Services or Work.

3.2.3. Services. If the User agrees with the type, schedule and cost (direct and indirect) for the Services, the User shall promptly give notice of its acceptance to the Contracting Party. The Contracting Party shall prepare a Reimbursable Work Request for the agreed upon Services in a general form agreed to by the Administrators of this Agreement as identified in Section 13, and containing the type, schedule, budget, and cost (direct and indirect) for the Services. The Administrators shall sign the final Reimbursable Work Request. Upon mutual execution, the

Contracting Party shall commence the Services; provided, that the Contracting Party's performance shall be subject to availability of employees, equipment, and materials necessary to perform the Services without unduly disrupting the normal operations and functions of the Contracting Party. As soon as possible, the Contracting Party shall notify the User of any postponement or re-scheduling of the Services. After the Reimbursable Work Request is executed, either Party may request a change to the Reimbursable Work Request. The Parties shall discuss and consider the request, and may, through their Administrators or designees, amend or replace the Reimbursable Work Request.

3.2.4. Work. If the Parties agree upon the specifications, plans and provisions for the Work, the Administrators, as identified in Section 13, shall confirm the inclusion of the Work in the Project, and the terms and conditions thereof, in writing, and shall include therein a date for issuance of the bid advertisement. Thereafter, the Administrator for the Contracting Party may change the date for issuance of the bid advertisement by giving notice thereof to the Administrator of the User. The Contracting Party shall include the Work as agreed to by the Administrators in the bid package for the Project. Unless agreed otherwise by the Administrators, the Work shall be in a separate schedule of work on the Project proposal form in the bid package. The Administrator for the Contracting Party shall deliver to the Administrator for the User a copy of the bid package prior to issuance of the bid advertisement.

3.2.4.1. Either Party may exclude the Work from the bid package for the Contracting Party's Project by notifying the other Party of the exclusion at least

twenty-one (21) days prior to issuance of the bid advertisement for the Project or after that if mutually agreed upon by the Parties.

3.2.4.2. The Party responsible for exclusion of the Work under Section 3.2.4.1 of this Agreement shall reimburse the other Party for all actual direct and related indirect expenses and costs, including design, survey, engineering work, mobilization, construction engineering, contract administration and overhead costs associated with the Work, that are incurred up to the date of exclusion, as well as the cost of non-cancelable obligations, including any redesign, re-engineering or re-estimating, if necessary, to delete the Work.

3.2.4.3. The Contracting Party shall require the Contracting Party's contractor awarded the Project to have the User named as additional insured on all policies of insurance to be maintained by the contractor under the terms of the Project contract.

3.2.4.4. The Contracting Party shall require the Contracting Party's contractor to indemnify, defend and hold harmless the User and its officers, agents or employees from any claims filed against the User or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project.

4. BID ADVERTISEMENT AND AWARD.

4.1. Responsibilities during Bid Process. The Contracting Party will be the User's representative during the bid advertisement and award period. When requested by the Contracting Party, the User shall timely assist the Contracting Party in answering bid questions and resolving any design issues related to the Work. The Contracting Party

will not answer any pre-bid questions regarding the User's Work without the User's approval. All comments and clarifications related to the bidding process must go through the Contracting Party. The Contracting Party shall provide the User with written notification of the bid price for the Work specifically and the Project generally within twenty-four (24) hours after the bid opening.

4.2. Bid Consideration and Award. The Parties acknowledge and agree that the Contracting Party will review, accept, reject and award the bids for the Project in accordance with applicable competitive bidding requirements, rights and obligations of state law and the plans, specifications and provisions of the bid package. The Parties further acknowledge and agree that the User's Work will be considered an integral part of the Project and will not be treated differently or separately for competitive bidding purposes, unless agreed otherwise by the Administrators.

4.3. Elimination of Work. The Contracting Party will provide the User with an opportunity to review the bids submitted by contractors on the Project to determine whether the bids for the User's Work are subject to unbalanced bidding which would result in the User paying an unreasonable or inequitable amount for the Work or the bids are unreasonably high based on the User's estimated cost of the Work. The User may within forty-eight (48) hours of receiving the bid results for the Work request the Contracting Party to eliminate the Work from the Project and/or reject the bid for the Project. The Contracting Party may, but is not required to, eliminate the Work from the Project, taking competitive bidding laws, regulations and case authority into account.

5. CONSTRUCTION, INSPECTION, AND ACCEPTANCE.

5.1. Construction and Administration Responsibility. The Contracting Party shall construct

and administer the Work on behalf of the User as specified in the bid package. The Contracting Party will keep the User advised as to the progress of the Project. The Contracting Party shall notify the User if the Work cannot be completed as designed, regardless of cause. Whenever practical, the User shall have final discretion with regard to the design of field-adjustments relating to the User's Work. To the extent reasonably practicable, the User will provide the Contracting Party with its approval of any design field-adjustment decisions or alternative designs at least ten (10) working days before the anticipated work is scheduled to be performed.

- 5.2. Communication during Project. All formal communications between the User and the Contracting Party's contractor shall be through the Contracting Party's representatives; provided that the User may have informal communications with the Contracting Party's contractor if approved by the Contracting Party. The Contracting Party will inform the User of any proposed contractor schedule changes and the User must approve those changes. The User will attend scheduled weekly construction meetings to ensure necessary communication between the Contracting Party, User, and contractor.
- 5.3. Construction Observation. The User will provide an inspector to observe, inspect and approve the Work. The User inspector shall be onsite during or available to be onsite during normal predetermined business hours of work. If the contractor requests working outside of the hours specified in the construction contract, the Contracting Party shall receive approval from the User before approving the contractor's request.
- 5.4. Documentation. The User's inspector shall provide to the Contracting Party all inspection documentation including but not limited to inspection reports, pay notes, backfill test results, closed circuit TV reports and submittals of a material and substantial nature. The

User assumes full responsibility for the User's Work including the constructability, tolerances, settlement and schedule requirements, provided that the User is given the opportunity to inspect the Work. The User will have access to the Project area at all times for inspection of the Work.

5.5. Completion and Acceptance. Upon substantial completion of the Work, the Contracting Party shall provide the User with a written notice of its intent to issue a formal notice of substantial completion to the contractor. The User shall, within fourteen (14) calendar days of being notified by the Contracting Party of its intent to issue a notice to the contractor that the Work is substantially complete, perform any necessary walk-through or inspection of the Work and either (a) deliver to the Contracting Party a written letter of acceptance, or (b) deliver to the Contracting Party a written explanation in punch list format, detailing the reasons why the Work does not comply with the approved specifications and plans. The User and the Contracting Party will work diligently and in good faith to resolve any issues relating to the Work so as not to delay the Contracting Party's acceptance of the Project. If issues raised by the User are resolved, the User shall immediately deliver to the Contracting Party a letter of acceptance.

If the User does not respond within fourteen (14) calendar days as required by Section 5.5, the Work and the administration thereof shall be deemed accepted by the User, and the Contracting Party shall be released from all future claims and demands related to the Work. Acceptance of the Work by the User shall not constitute acceptance of any unauthorized or defective work or materials, nor be a waiver of any manufacturer's, supplier's, or contractor's warranties.

The Contracting Party's contractor shall warrant the workmanship and materials utilized

in the Work to be free from defects for a period of one (1) year from the date of the Contracting Party's final acceptance of the Work, with all such warranties running to the User as a third party beneficiary with full authority to make such warranty claims.

5.6. Future Costs. Upon completion and acceptance of the Work pursuant to Section 5.5, the User agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of any facilities constructed by the Work, without expense to the Contracting Party; provided, that the User shall not be responsible for any repair and maintenance costs that are the responsibility of the Contracting Party's contractor for the Project.

5.7. As-Builts. The Contracting Party will prepare the final construction documentation in general conformance with the Contracting Party's and User's construction practices. The Contracting Party shall maintain one set of plans as the official "as-built" set, then make notations of all plan revisions typically recorded per standard practice of the Contracting Party. Once the User has accepted the Work per Section 5.5, the Contracting Party will provide one copy of the as-builts plans to the User upon request.

6. PERMITS AND APPROVALS. The User shall be responsible to apply for and obtain all required permits and approvals for the Work. The User shall provide a copy of all permits and approvals to the Contracting Party at least forty-five (45) calendar days prior to the bid advertisement date for the Project or as agreed to by the Contracting Party.

7. RIGHT OF ENTRY. If necessary to carry out the Work, the User shall obtain rights of entry for the Contracting Party and its contractors upon all privately owned lands. The rights of entry may include reasonable entry and use restrictions. The User shall provide copies of the rights of entry to the Contracting Party within five (5) working days prior to the date of Notice to

Proceed to the Contracting Party's contractor.

8. BILLING METHOD AND PROCESS.

8.1. User Payment Requirement. The User shall pay for the Contracting Party's actual direct and related indirect cost of the Services or Work, as set forth in the signed Reimbursable Work Request, including any amendments, and including any design, survey, engineering work, mobilization, construction engineering, contract administration and overhead costs for the Work. The indirect rates charged to the User shall be consistent with the indirect rates formally adopted by the Contracting Party for overhead and contract administration. Indirect rates charged to the User that are not formally adopted by the Contracting Party shall be subject to review and verification by the User as to their reasonableness. The Contracting Party shall send invoices to the User, providing with each invoice sufficient documentation and information to justify the costs. If requested by the User, the Contracting Party shall send any information or records in its possession that relate to and support any invoice. The User shall pay the invoice within thirty (30) calendar days of receipt; provided that if the User disagrees with all or part of the invoice, the User shall notify the Contracting Party in writing of the disagreement within twenty (20) calendar days of receipt of the invoice. The notice shall include an explanation of the disagreement and shall be supported by documentation and information, if any. The User shall pay all parts of an invoice that are not contested within the thirty-day period. The User shall pay a contested portion of an invoice within thirty (30) calendar days after the parties resolve the disagreement. User shall have opportunity to review and approve Contracting Party's monthly billing (quantities) and change order requests prior to approval by the Contracting Party.

8.2. Billing and Payments. Billing for Services and Work will be monthly until the Project is complete. Payments shall be remitted to the persons identified in Section 20 of this Agreement.

8.3. Delinquent Payments. Costs that are not paid within the applicable periods in Section 8.1 shall be delinquent. Delinquent charges shall accrue interest from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

8.4. Termination Right for Nonpayment. If the User fails to pay an invoice pursuant to Section 8.1, the Contracting Party shall have the right to terminate this Agreement, charging the User for the Contracting Party's associated costs of termination, including but not limited to non-cancellable items, delay costs, and unpaid contractor charges for the Work.

9. CHANGE IN WORK OR COST INCREASE.

9.1. Increase in Cost. In the event it is determined that the cost of the Work will exceed the contract amount or a change order approved amount (including sales tax, engineering, and contingencies) by more than ten percent (10%), the Contracting Party shall notify the User of the anticipated increase and seek the User's approval before the Contracting Party authorizes additional work or expenses and/or before the Contracting Party authorizes payment to the Contracting Party's contractor relating to the Work. The User will review and approve or deny the requested increase in cost within five (5) working days of being notified by the Contracting Party of such cost increase.

9.2. Notice of Change in Work. If the Contracting Party desires or the Contractor requests to add to or change the Work, it shall give advance notice of such proposed addition or change to the User, except as provided in Section 9.3 for emergencies or safety threats. The User shall respond to the Contracting Party's request within five (5) working days.

The Contracting Party cannot proceed with the addition or change to the Work unless the User approves the addition or change in writing. If the User fails to respond to the Contracting Party's request within the five (5) day period, the User shall be deemed to have denied the request. The User agrees to pay all costs associated with any User-approved addition or change to the Work, as well as the costs of project or Work delays and/or Contracting Party-approved contractor claims associated with the User's failure to respond timely or the User's failure to approve a meritorious change order.

9.3. Change in Work for Emergency. When the Contracting Party determines that a change in the Work is required to respond to or mitigate a Project emergency or safety threat, the Contracting Party has authority to implement the change without the User's prior approval. The Contracting Party shall notify the User of such change and the basis for the emergency or safety threat as soon as it becomes known to the Contracting Party and can be reasonably communicated. The Contracting Party's first priority will be to address the emergency or safety threat. The User agrees to pay all costs associated with emergency or safety threat changes to the Work.

9.4. Changes or Additions to Work. The User may request in writing changes or additions to the Work, provided the User provides the necessary plans and specifications for the change or addition. The Contracting Party shall implement the requested change or addition, as requested by the User or as agreed to by the Contracting Party and the User, as long as the change or addition does not negatively impact the Contracting Party's Project and does not materially delay the Project Schedule.. The Contracting Party shall respond to the request within five (5) working days, and if the change or addition is approved (as requested or amended by agreement), shall include in the response the terms and

conditions of the approved change or addition, including the cost, if any. The User agrees to pay for the increases in Project cost, if any, for the approved changes or additions in accordance with Section 8 (Billing Method and Process).

9.5. Change Order Documentation. The Contracting Party shall make available to the User all change order documentation related to the modified Work, prior to the User approving any contract changes.

9.6. Different Materials or Structures. The Contracting Party shall provide to the User within twenty-four (24) hours any request of the Project contractor to use different materials or structures for the Work. The User shall within five (5) working days advise the Contracting Party as to whether it accepts the different material or structure. If the User fails to respond within five (5) working days, the Contracting Party shall be authorized to make a determination on the User's behalf.

10. TERM. The term of this Agreement is for a period of five (5) years, from the date this Agreement.

11. EXTENSIONS. The term of this Agreement shall automatically be extended in one (1) year increments, up to a maximum of ten (10) additional years, without further authorization of the legislative bodies of the Parties.

12. TERMINATION. Either Party may choose to terminate this Agreement by notifying the other Party in writing ninety (90) days prior to termination.

13. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the District General Manager and the City Manager shall administer this Agreement, monitor service level of this Agreement, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

14. DISPUTE RESOLUTION. In the event of a dispute between the District and the City which cannot be resolved by the contract managers, the District General Manager and the City Manager or their designated representatives shall review such dispute and may attempt to resolve the dispute.

14.1. Mediation. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of this Agreement that cannot be resolved by the District General Manager and the City Manager may be submitted to mediation.

14.2. Legal Actions or Proceedings. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the Superior Court of Clark County, Washington. Each Party shall be responsible for its own attorney's fees and costs.

15. INDEPENDENT CONTRACTOR. Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party. The City shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of the District an employee of the City or any employee of the City an employee of the District for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

16. **THIRD PARTY CONSULTANT.** The Contracting Party may contract with a third party to provide all or any of the Services. Before executing a contract or a task assignment on an existing contract for the Services, the Contracting Party shall provide the proposed scope of work and cost to the User. The User shall promptly review the work and cost and submit comments, if any, to the User.

17. **HOLD HARMLESS/INDEMNIFICATION.** To the extent authorized by law, the District and City shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of (a) the District and (b) the City, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District or the City, and provided further, that nothing herein shall require the District or City to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Agreement.

17.1. Participation in Legal Action. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against either Party, each Party retains the right to participate in said suit if any principle of public law is involved.

17.2. Worker's Compensation. This indemnity and hold harmless provision shall include

any claim made against either Party by an employee, officer, contractor, subcontractor or agent of the other Party, even if the other Party is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the first Party. Both Parties specifically acknowledge that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that each Party provide the other Party with the broadest scope of indemnity permitted by RCW 4.24.115.

18. ATTORNEYS FEES AND COSTS. The Parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

19. NO THIRD PARTY BENEFICIARY. The District does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the District. The District and City do not intend there be any third-party beneficiary to this Agreement.

20. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF RIDGEFIELD
P.O. Box 608
Ridgefield, Washington 98642
Attention: City Manager

To the District:

CLARK REGIONAL WASTEWATER DISTRICT
PO Box 8979
Vancouver, WA 98668-8979
Attention: General Manager

The name and address to which notices shall be directed may be changed by either Party giving

the other notice of such change to the other as provided in this section.

21. WAIVER. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

22. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 10 (Term), 11 (Extensions), and 12 (Termination). Its method of termination is set forth in Section 12. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 8 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

23. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

24. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties, except as provided in previous sections.

25. AUDIT AND RECORDS. During the progress of the District Work and for a period of not less than three (3) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the District Work and shall make them available during normal

business hours and as often as necessary, for inspection and audit by the other Party, State of Washington, and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the District Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

26. DOCUMENT EXECUTION AND FILING. The District and the City agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the District and the City. Upon execution, one executed original of this Agreement shall be retained by the Ridgefield City Clerk and one shall be retained by the District. The Ridgefield City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the City website, each such duplicate original shall constitute an agreement binding upon the Parties. One each of the duplicate originals shall be distributed to the designated agents of the Parties, named as follows:

Brenda Howell, P.E.
City of Ridgefield, Interim Public Works Director
P.O. Box 608
Vancouver, Washington 98642

Heath Henderson, P.E.
Clark Regional Wastewater District, District Engineer
PO Box 8979
Vancouver, WA 98668-8979

27. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

28. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the District and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2022.

CLARK REGIONAL WASTEWATER DISTRICT

By: _____
John Peterson, General Manager

CITY OF RIDGEFIELD, a municipal corporation

By: _____
Steve Stuart, City Manager

REIMBURSABLE WORK ORDER

7.5.b

(To Be Filled Out By Agency Performing Work)

PROJECT/WORK ORDER TITLE:	BEGIN DATE:	PROJECT/WORK ORDER NO.
AGENCY PERFORMING THE WORK	ENDING DATE:	

Administration:	_____	Phone: _____
Project Manager:	_____	Phone: _____
Finance Manager:	_____	Phone: _____
Division Manager:	_____	Phone: _____

Account # of Dept. Performing Work	FUND	PROG	DEPT	BASUB/ELE	OBJ	REPORTING CATEGORY

ORGANIZATION REQUESTING WORK (CUSTOMER) CUSTOMER			
CONTACT PERSON		Phone	Email
ADDRESS			
CITY		STATE ZIP	TELEPHONE NO.
TIN # or UB #	INSURANCE CLAIM # or PO #	CONTRACT OR AGREEMENT (circle one) Y N (If applicable please attach)	ESTIMATED COST

AGREEMENT
I HEREBY REQUEST THE _____ DEPARTMENT TO PERFORM THE FOLLOWING SERVICE

I UNDERSTAND THIS AGREEMENT SHALL BE EXECUTED IN ACCORDANCE WITH THE INTERLOCAL AGREEMENTS BETWEEN _____ AND CLARK REGIONAL WASTEWATER DISTRICT EFFECTIVE DATE OF AGREEMENT: _____

CUSTOMER SIGNATURE _____	DATE _____
CUSTOMER NAME (PRINT) _____	

Attachment: Draft RWO Template (Interlocal Agreement with Clark Regional Wastewater District for Capital Project Coordination)