



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, July 23, 2026
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

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

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

II. APPOINTMENTS

- 1. Appointment of Planning Commission Member, Position No. 5**
- 2. Appointment of a Citizen to Serve on the 2027 Budget Advisory Committee**
- 3. Appointment of Two Council Members to Serve on the 2027 Budget Advisory Committee**

III. PUBLIC COMMENT

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

IV. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the July 9, 2026 Meeting**
- 3. Approval of Pioneer Slide Contract**
- 4. Approval of Whatley Facility Interlocal Agreement**
- 5. Motion to Approve an Interlocal Cooperation Agreement for 2027-2029 Community Development Block Grant and Home Investment Partnerships Programs**

V. BUSINESS

1. **Motion to Approve - Paradise Pointe Phase 11 Final Plat - Claire Lust, Community Development Director**

VI. PUBLIC HEARING/BUSINESS

1. **Public Hearing and First Reading of Ordinance No. 1484 - Critical Areas Ordinance Amendments - Claire Lust, Community Development Director**

VII. PUBLIC COMMENT

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

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

IX. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 23, 2026

AGENDA ITEM NAME: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION

Revised Code of Washington Title 35A – Optional Municipal Code

PREVIOUS COUNCIL ACTION TAKEN:

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

SUMMARY/BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor details attached

RECOMMENDED ACTION OR MOTION:

Approve the claims and/or payroll by making the following motion:

"I move to approve the consent agenda as presented"

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. July 23, 2026 Claims Report

City of Ridgefield

Claims Payment Report

For Approval on:

July 23rd, 2026

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
AETTA ARCHITECTS PC	3569	24043-19	Public Works	05.2026 Ridgefield Recreation & Community Center	11,960.00
		24043-17	Public Works	03.2026 Ridgefield Recreation & Community Center	14,805.45
AETTA ARCHITECTS PC Total					26,765.45
ANDREW MARVITZ	3279	3279-20260723	Public Safety	Shadow Box Reimb - Marvitz	169.15
ANDREW MARVITZ Total					169.15
BACKWOOD BARK	3944	16379	Public Works	Bark dust - Parks	1,632.00
BACKWOOD BARK Total					1,632.00
Bardin Laurie & David	UB*01319	1	Genl Govt/Facilities	Refund Check 007045-000 2000 N 5th Way	243.85
Bardin Laurie & David Total					243.85
Blake Ashony	UB*01331	1	Genl Govt/Facilities	Refund Check 015501-000 2652 S Sockeye Dr	90.07
Blake Ashony Total					90.07
BLUEFIN PAYMENT SYSTEMS - EPAY	2827	2827-202606A	Public Works	06.2026 Customer Web Payments	987.74
		2827-202606B	Public Works	06.2026 Customer Web Payments	21.90
BLUEFIN PAYMENT SYSTEMS - EPAY Total					1,009.64
BLUEROCK VENTURES LLC	4073	1022	Public Works	06.2026 Rec Center Project Management	1,460.00
BLUEROCK VENTURES LLC Total					1,460.00
BRIDGETOWER OPCO LLC	3585	745880999	Public Works	Ridgefield Comm & Rec Center Ops & Management Proposal	730.06
		745883096	Public Works	S 10th/11th St I-5 Crossing RFQ	337.60
BRIDGETOWER OPCO LLC Total					1,067.66
BSK ASSOCIATES	2119	VJ01574	Public Works	06.2026 Coliform Testing	620.00
BSK ASSOCIATES Total					620.00
CASCADE CENTERS INC.	3969	CAN070126134-01	Genl Govt/Facilities	07.2026 Employee Assistance Program	11.00
			Public Safety	07.2026 Employee Assistance Program	133.16
			Public Works	07.2026 Employee Assistance Program	205.16
			Community Development	07.2026 Employee Assistance Program	105.26
			Human Resources	07.2026 Employee Assistance Program	15.23
			Finance	07.2026 Employee Assistance Program	38.33
			Administration	07.2026 Employee Assistance Program	35.53
			Executive	07.2026 Employee Assistance Program	6.33
CASCADE CENTERS INC. Total					550.00
CFM STRATEGIC COMMUNICATIONS INC.	2551	30327	Genl Govt/Facilities	06.2026 Lobbyist	5,200.00
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00
Chumakov Max	UB*01326	1	Genl Govt/Facilities	Refund Check 015114-000 4024 S Winery Way	133.38
Chumakov Max Total					133.38
CIMCO-GC SYSTEMS LLC	3454	47556	Public Works	Universal Repair Kit - Water	250.71
CIMCO-GC SYSTEMS LLC Total					250.71
CINTAS CORPORATION NO 2	3497	5345720509	Genl Govt/Facilities	07.2026 First Aid Supplies - PW Bldg	41.94
			Public Works	07.2026 First Aid Supplies - PW Bldg	773.00
			Community Development	07.2026 First Aid Supplies - PW Bldg	51.37
		5345720505	Genl Govt/Facilities	07.2026 First Aid Supplies - RACC	39.02
			Community Development	07.2026 First Aid Supplies - RACC	70.23
		5345720507	Public Safety	07.2026 First Aid Supplies - PD	43.27

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CINTAS CORPORATION NO 2	3497	5345720506	Genl Govt/Facilities	07.2026 First Aid Supplies - CH	48.52
CINTAS CORPORATION NO 2 Total					1,067.35
CITY OF BATTLE GROUND	92	INV00559	Judicial	06.2026 Court Costs/Public Defender	24,684.08
CITY OF BATTLE GROUND Total					24,684.08
CITY OF RIDGEFIELD - EPAY PERMITS	95	PLZ-26-0088	Public Works	RORC Overflow Parking Temporary Use Review	175.00
CITY OF RIDGEFIELD - EPAY PERMITS Total					175.00
CITY OF RIDGEFIELD WATER & STORM - EPAY	96	5436-9-202606	Public Works	6007 N Ridgefield Woods Dr - Irrigation	160.66
		9427-0-202606	Public Works	Columbia Hills Irrigation Tract B Wind River	219.13
		9457-0-202606	Public Works	Columbia Hills Irrigation Tract D Cispus Way	253.48
		5812-1-202606	Public Works	Abrams Park Chlorine Injector - Storm	30.36
		9787-14-202606	Public Works	8004 S 5th St	30.36
		8428-0-202606	Public Works	Cedar Ridge Park - Storm	30.36
				Cedar Ridge Park - Water	209.73
		5807-0-202606	Public Works	Abrams Park Restrooms - Storm	30.36
				Abrams Park Restrooms - Water	163.39
		9787-9-202606	Genl Govt/Facilities	487 S 56th Pl. PW Ops Center - Water	6.41
				487 S 56th Pl. PW Ops Center - Storm	57.31
			Public Works	487 S 56th Pl. PW Ops Center - Water	118.31
				487 S 56th Pl. PW Ops Center - Storm	1,056.52
			Community Development	487 S 56th Pl. PW Ops Center - Water	7.86
				487 S 56th Pl. PW Ops Center - Storm	70.21
		6405-0-202606	Public Works	119 N 3rd Ave Community Park - Water	122.60
				119 N 3rd Ave Community Park - Storm	60.72
		5815-0-202606	Genl Govt/Facilities	109 W Division WWTP - Water/ CRWWD Portion	199.14
				109 W Division WWTP - Water	199.14
				109 W Division WWTP - Storm	637.56
				109 W Division WWTP - Storm / CRWWD Portion	637.56
		9787-7-202606	Public Works	1101 S Hillhurst Rd - Water	255.90
				1101 S Hillhurst Rd - Storm	30.36
		9787-15-202606	Public Works	IRR S Royle Rd & Wells Dr	729.30
		9787-11-202606	Public Works	IRR Horns Corner Park - Water	1,405.68
				IRR Horns Corner Park - Storm	30.36
		9787-8-202606	Public Works	IRR Seven Wells PH3 Tract H	1,084.26
		9787-3-202606	Public Works	Green Gables Tract-D Irrigation MET	268.89
		9272-0-202606	Public Works	1308 N Heron Dr Hayden Park - Storm	30.36
				1308 N Heron Dr Hayden Park - Water	214.23
		9787-24-202606	Public Works	N Pioneer Canyon Dr	416.43
		9787-0-202606	Public Works	Green Gables Tract-Q Irrigation M	125.30
		6420-0-202606	Public Works	315 N 3rd Ave Davis Park	894.22
		9787-23-202606	Public Works	Roundabout Discovery Dr. & Pioneer St.	3,478.70
		9787-22-202606	Genl Govt/Facilities	907 Pioneer St - Storm	30.36
		9787-5-202606	Public Works	Park & Ride Lot - Storm	333.96
		5032-0-202606	Genl Govt/Facilities	101 S Main - Overlook Park - Water	2,477.96
				101 S Main - Overlook Park -Storm	30.36
		5207-0-202606	Public Works	Blue Heron Community Garden	91.36
		12825-0-202606	Public Works	IRR West End S Sevier Rd	1,267.83

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CITY OF RIDGEFIELD WATER & STORM - EPAY	96	6404-0-202606	Genl Govt/Facilities	230 Pioneer St City Hall - Storm	212.52	
				230 Pioneer St City Hall - Water	158.71	
		10821-0-202606	Public Works	Water Tower (Cemetery)	91.08	
		7183-0-202606	Public Works	618 Lark Dr Lark Park - Storm	30.36	
				618 Lark Dr Lark Park - Water	221.37	
		7097-0-202606	Public Works	2311 N 5th Way Crow's Nest Park - Water	150.21	
				2311 N 5th Way Crow's Nest Park - Storm	60.72	
		5488-0-202606	Public Works	Cemetery Water Spigots	26.34	
		9787-4-202606	Public Works	Green Gables Tract-C Irrigation M	173.59	
		5804-0-202606	Public Works	535 N Abrams Park Rd - Storm	30.36	
		9787-12-202606	Public Works	IRR SW Corner of Roundabout Union Ridge Pkwy	156.97	
		5806-0-202606	Public Works	Abrams Soccer Field - Water	1,716.62	
		5811-0-202606	Public Works	Abrams Park Kitchen & Irrigation - Water	58.01	
				Abrams Park Kitchen - Storm	637.56	
		10935-0-202606	Public Works	Cedar Creek Irrigation Tract-B	219.66	
		6419-0-202606	Public Works	301 N 3rd Ave CDD - Storm	60.72	
		9787-2-202606	Public Works	Green Gables Tract-D Irrigation M	504.33	
		10889-0-202606	Public Works	Junction Well & Reservoir	212.52	
		5810-0-202606	Public Works	Abrams Park Standpipe - Water	79.03	
		6398-0-202606	Public Safety	116 N Main Ave PD - Storm	121.44	
CITY OF RIDGEFIELD WATER & STORM - EPAY Total					22,419.11	
CITY OF WASHOUGAL	4198	INV00431	Public Works	Stormwater Partnership ILA Outreach Program	3,544.84	
CITY OF WASHOUGAL Total					3,544.84	
CLARK COUNTY	102	CI088520	Public Safety	Q2.2026 TER&R	11,309.21	
		CI088332	Judicial	Q2.2026 Limited Jurisdiction Billing Cases	300.00	
CLARK COUNTY Total					11,609.21	
CLARK COUNTY TREASURERS OFFICE	554	SIF202606	Genl Govt/Facilities	06.2026 Monthly School Impact Fees	573,920.00	
CLARK COUNTY TREASURERS OFFICE Total					573,920.00	
CLARK PUBLIC UTILITIES - EPAY	110	7559-485-202606	Genl Govt/Facilities	109 W Division St - Electricity	72.42	
				487 S 56th Pl. - PW Ops Center	46.64	
				230 Pioneer St.	224.30	
				907 Pioneer St.	57.88	
				Public Safety	101 Mill St Ste B - Police Station	322.57
				Public Works	911 N 65th Ave Intertie 2 - Water	149.58
					487 S 56th Pl. - PW Ops Center	664.47
					487 S 56th Pl.- PW Ops Center	176.71
					2300 N 3rd Way Bellwood Trail Lights	42.40
					214 S Riverview Dr	348.79
					City Park/Water Well	6,463.14
					512 N Allen Dr - Electricity	37.45
					N 3 Av & Simons St - Skate Park	62.00
					255 S 56th Pl - Electricity	4,040.71
					101 S Main Ave - Overlook Park	280.80
					400 N Abrams Park Rd	1,345.15
					Pioneer St. & Gee Creek Loop - Electricity	37.71
					Municipal Lighting Lease	12,528.19

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CLARK PUBLIC UTILITIES - EPAY	110	7559-485-202606	Public Works	N 35th Ave and Pioneer St	63.32
				SR/Pioneer St & S 56 PL	70.03
				Overlook Park - Electricity	69.32
				3701 N 3rd Cir - Electricity	37.55
				5078 Pioneer St.	115.86
				337 S Royal Rd.	130.70
				487 S 56th Pl. - PW Ops Center	18.60
				SR/Pioneer ST & S 65 AVE	63.24
				1504 NW Intertie 3 - Water	1,529.29
				N Abrams Park/E Division	157.19
				S 5th St and S Union Ridge Pkwy	72.42
				N 1st Cir & N 65th Ave - Park & Ride	63.50
				301 N 3rd Ave	241.96
				800 NE 264 St Intertie 1 - Water	728.60
				Traffic Signal - Hillhurst/Royal Rd.	65.36
				2861 S Royle Rd. Traffic Flasher	37.10
				487 S 56th Pl. - PW Ops Center	57.14
CLARK PUBLIC UTILITIES - EPAY Total				30,422.09	
CLARK REGIONAL WASTEWATER DISTRICT - EPAY	741	0741-202606	Genl Govt/Facilities	Sewer - 487 S 56th Pl PW Ops Center	3.81
				Sewer - 109 W Division WWTP	80.70
				Sewer - 230 Pioneer St City Hall	91.78
				Sewer - 109 W Division WWTP - CRWWWD Portion	80.69
			Public Works	Sewer - 487 S 56th Pl PW Ops Center	70.36
				Sewer - Abrams Park Concessions	45.58
				Sewer - Abrams Park Restrooms	87.47
				Sewer - Abrams Park Kitchen	43.74
				Sewer - 255 S 56th Pl Well & Reservoir	40.04
				Sewer - 101 S Main Ave Overlook Park	269.81
			Community Development	Sewer - 487 S 56th Pl PW Ops Center	4.68
			CLARK REGIONAL WASTEWATER DISTRICT - EPAY Total		
COLUMBIA CASCADE COMPANY	1151	42129-56	Public Works	Bench Repair Parts - Cedar Ridge Park	152.60
COLUMBIA CASCADE COMPANY Total				152.60	
COLUMBIA RESOURCE COMPANY	114	51280B051	Public Works	06.2026 Yard Debris Removal - Streets	207.32
				06.2026 Yard Debris Removal - Parks	21.48
COLUMBIA RESOURCE COMPANY Total				228.80	
COLUMBIAN PUBLISHING CO	116	56837	Public Works	S 35th Corridor Extension- Locally Preferred Alternative	104.40
			Community Development	Critical Area Ordinance Amendments	79.20
		56818	Public Works	S 10th/11th St I-5 Crossing RFQ	240.90
COLUMBIAN PUBLISHING CO Total				424.50	
COMCAST - EPAY	2271	2271-202607	Genl Govt/Facilities	PW Ops Center Phone Services - 487 S 56th Pl	13.00
				City Hall Phone Services - 230 Pioneer St	66.66
				PW Ops Center Internet Services - 487 S 56th Pl	9.72
				TMI Building - 101 Mill St. Suite 210	170.42
				RACC Internet Services - 510 Pioneer St Ste B	71.73
				City Hall Internet - 230 Pioneer St	409.47
			Public Safety	PD Phone Services -101 Mill St. Ste 110	91.02

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COMCAST - EPAY	2271	2271-202607	Public Works	Union Ridge & 5th St Traffic Light	155.37
				PW Ops Center Phone Services - 487 S 56th Pl	239.62
				PW Ops Center Internet Services - 487 S 56th Pl	179.18
			Community Development	PW Ops Center Phone Services - 487 S 56th Pl	15.92
				PW Ops Center Internet Services - 487 S 56th Pl	11.93
				RACC Internet Services - 510 Pioneer St Ste B	129.09
				COMCAST - EPAY Total	
COMCAST BUSINESS - EPAY	1666	276963702	Genl Govt/Facilities	PW Ops Ethernet - 487 S 56th Pl.	103.42
			Public Works	PW Ops Ethernet - 487 S 56th Pl.	1,906.71
			Community Development	PW Ops Ethernet - 487 S 56th Pl.	126.71
			276963705	Public Safety	07.2026 Ethernet - 101 Mill St. PD
COMCAST BUSINESS - EPAY Total				3,048.07	
CONFLUENCE LAW PLLC	4264	2640	Public Works	06.2026 Kennedy Farms Acquisition	4,725.00
CONFLUENCE LAW PLLC Total				4,725.00	
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	3404	8951-1124398	Public Works	Streetlights Replacement Parts	3,744.47
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total				3,744.47	
CONSOR NORTH AMERICA INC.	3949	D253491WA.00-6	Public Works	06.2026 Pioneer/Hillhurst and Carty Rd Conceptual Design	1,752.00
CONSOR NORTH AMERICA INC. Total				1,752.00	
CORE & MAIN LP	2906	Z281773	Public Works	Fire Hydrant Parts - Water	980.22
CORE & MAIN LP Total				980.22	
CRESCENT DESIGN AND ENGINEERING	4047	44	Public Works	06.2026 Development Review	3,066.25
			Community Development	06.2026 Engineering Review	5,321.24
				06.2026 Development Review	4,551.26
				06.2026 Long Range Planning	811.25
CRESCENT DESIGN AND ENGINEERING Total				13,750.00	
DAMIAN PANKO	4290	4290-20260723	Public Works	Flagging Initial Certification Mileage Reimb. - Panko	21.75
DAMIAN PANKO Total				21.75	
DEPARTMENT OF ECOLOGY	4177	6400000925	Genl Govt/Facilities	2025 Hazardous Waste Generation Fee - Parks Laundry	69.00
DEPARTMENT OF ECOLOGY Total				69.00	
DEPARTMENT OF LICENSING - EPAY	154	RG0002091-2026	Genl Govt/Facilities	CPL Fees	18.00
		RG0002093-2026	Genl Govt/Facilities	CPL Fees	18.00
		RG0002090-2026	Genl Govt/Facilities	CPL Fees	18.00
		RG0002089-2026	Genl Govt/Facilities	CPL Fees	18.00
		RG0002092-2026	Genl Govt/Facilities	CPL Fees	18.00
		RG0002095-2026	Genl Govt/Facilities	CPL Fees	18.00
DEPARTMENT OF LICENSING - EPAY Total				108.00	
DRUG TESTING ANALYTICS	981	351278	Genl Govt/Facilities	DOT Drug Test	10.80
			Public Works	DOT Drug Test	156.10
			Community Development	DOT Drug Test	3.10
DRUG TESTING ANALYTICS Total				170.00	
ELCOR INC	2081	OCBF-20767	Public Safety	06.2026 DNSFilter	87.08
			Public Works	06.2026 DNSFilter	131.87
			Community Development	06.2026 DNSFilter	27.59
			Information Technology	06.2026 DNSFilter	113.16
		MSG-20766	Public Safety	06.2026 IT Services	5,726.07
			Public Works	06.2026 IT Services	8,670.70

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ELCOR INC	2081	MSG-20766	Community Development Information Technology	06.2026 IT Services 06.2026 IT Services	1,814.08 7,440.81
ELCOR INC Total					24,011.36
Elliott Jeremy & Brooke	UB*01329	1	Genl Govt/Facilities	Refund Check 009659-001 885 N Squire Dr	94.68
Elliott Jeremy & Brooke Total					94.68
ENCORE ONE LLC	3890	736585	Genl Govt/Facilities	Janitorial Services - 487 S 56th Pl	33.10
				Janitorial Services - 230 Pioneer Street	278.69
				Janitorial Services - 101 Mill Street Ste 210	350.00
			Public Safety	Janitorial Services - 101 Mill Street Ste 110	681.71
			Public Works	Janitorial Services - 487 S 56th Pl	610.19
			Community Development	Janitorial Services - 487 S 56th Pl	40.55
ENCORE ONE LLC Total					1,994.24
ERIC L EISEMANN	485	0485-20260723	Community Development	06.2026 Long Range Planning Service 06.2026 Planning Consulting Services	5,020.00 110.00
ERIC L EISEMANN Total					5,130.00
EWING IRRIGATION PRODUCTS INC.	2374	30865831	Public Works	Irrigation Repair parts - Parks	137.99
EWING IRRIGATION PRODUCTS INC. Total					137.99
EXPRESS SERVICES INC.	4012	34144665	Public Works	06.29.2026-07.05.2026 PWOM Admin Temp Services - Margheim	1,340.00
		34109233	Public Works	06.22.2026-06.28.2026 PWOM Admin Temp Services - Margheim	1,350.00
EXPRESS SERVICES INC. Total					2,690.00
Feddeler William	UB*01318	1	Genl Govt/Facilities	Refund Check 011426-000 185 N 43rd Pl	0.79
Feddeler William Total					0.79
GLOBAL SECURITY & COMMUNICATIONS INC.	3447	4731765	Genl Govt/Facilities	07.2026 Alarm Monitoring Services - PW Bldg	6.21
			Public Works	07.2026 Alarm Monitoring Services - PW Bldg	114.68
			Community Development	07.2026 Alarm Monitoring Services - PW Bldg	7.62
GLOBAL SECURITY & COMMUNICATIONS INC. Total					128.51
H.D. FOWLER CO. INC.	2036	17355624	Public Works	Water Meters & Hydrant Parts - Cap Gasket/Hose Nozzle/Adapters	2,637.19
H.D. FOWLER CO. INC. Total					2,637.19
HD SUPPLY INC.	3886	INV01092164	Public Works	Wasp Spray - Storm	26.68
HD SUPPLY INC. Total					26.68
HELENA GREEN	3763	3763-20260723-2	Judicial	07.02.2026 Interpreting Services	150.00
		3763-20260723-1	Judicial	06.18.2026 Interpreting Services	150.00
HELENA GREEN Total					300.00
HI-SCHOOL PHARMACY INC	4191	27694-1	Public Works	Street Sign Installation Hardware	16.04
		27447-1	Public Works	Downtown Parking Striping - Streets	89.63
		27478-1	Genl Govt/Facilities	Liquid Ant Bait - Dragon Boat Shed	26.26
HI-SCHOOL PHARMACY INC Total					131.93
HOME DEPOT VISA - EPAY	1805	5040046	Public Works	Sign Install Supplies - Streets	115.11
HOME DEPOT VISA - EPAY Total					115.11
INTERMEDIA.NET INC.	3804	2607032978	Information Technology	06.2026 Voice Service Charges	92.88
INTERMEDIA.NET INC. Total					92.88
J2 BLUE PRINT SUPPLY CO	243	AR183043	Genl Govt/Facilities	2026 4th of July Float Signage	687.24
		AR182755	Community Development	06.2026 Plotter Contract	61.15
J2 BLUE PRINT SUPPLY CO Total					748.39
Jenkins Shelley	UB*01330	1	Genl Govt/Facilities	Refund Check 007709-000 2006 N Heron Dr	40.95
Jenkins Shelley Total					40.95

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JOE CHARLTON	4292	BLD-06-0033	Genl Govt/Facilities	BLD-06-0033 Refund	35,447.61
JOE CHARLTON Total					35,447.61
JOE TURNER P.C.	1437	1655	Community Development	06.2026 Hearing Examiner Legacy Trails III PLZ-0107	1,508.38
JOE TURNER P.C. Total					1,508.38
JOHN SCHULTZ	4274	2026-004	Public Safety	Background Investigations - PD New Hires	926.50
JOHN SCHULTZ Total					926.50
Kast Tonya Dow & Bryan	UB*01320	1	Genl Govt/Facilities	Refund Check 005499-001 925 N 1st Ave	3.00
Kast Tonya Dow & Bryan Total					3.00
KINDNESS 911	3377	82	Public Safety	08.2026-07.2027 Kindness 911 Annual Fee	2,500.00
KINDNESS 911 Total					2,500.00
KODEX, INC.	4275	BQ062EWU-0001	Public Safety	PD Records Request Fee	150.00
KODEX, INC. Total					150.00
L.N. CURTIS AND SONS	3075	INV1084937	Public Safety	Boots - Manseau	208.87
		INV1084889	Public Safety	Long Sleeve Shirts & Pants - Hoots & Newman	425.79
L.N. CURTIS AND SONS Total					634.66
LANGUAGE LINE SERVICES INC.	3122	11962599	Genl Govt/Facilities	06.2026 Interpreting Services - CH	9.80
LANGUAGE LINE SERVICES INC. Total					9.80
Legacy 6 Inc	UB*01323	1	Genl Govt/Facilities	Refund Check 011809-006 S 3rd Way & S 47th Ave	381.94
Legacy 6 Inc Total					381.94
LEPS-PSS PLLC	3896	7511	Public Safety	Post-COE Psychological Evaluation	450.00
LEPS-PSS PLLC Total					450.00
LES SCHWAB GROUP HOLDINGS LLC	4006	43700094293	Public Safety	2022 Ford Explorer 74571D - Oil Change - PD	94.75
LES SCHWAB GROUP HOLDINGS LLC Total					94.75
Lite Brian	UB*01322	1	Genl Govt/Facilities	Refund Check 017479-000 2804 N 3rd Way	48.80
Lite Brian Total					48.80
LUMEN	4291	ENG-26-0070	Genl Govt/Facilities	ENG-26-0070 Refund	150.00
LUMEN Total					150.00
MACKAY AND SPOSITO INC.	899	16266	Public Works	06.2026 Gee Creek Trail Heron to Main	11,063.96
MACKAY AND SPOSITO INC. Total					11,063.96
MACKAY SPOSITO CONSTRUCTORS LLC	4129	749	Public Works	06.2026 Pioneer Widening and iQ Credit Union Wetlands	5,014.98
MACKAY SPOSITO CONSTRUCTORS LLC Total					5,014.98
MATT COLE	3882	3882-20260709	Council	AWC Conference Mileage Reimb - Cole	535.78
MATT COLE Total					535.78
MAUL FOSTER ALONGI INC.	834	74619	Genl Govt/Facilities	06.2026 Park Laundry Site Cleanup & Environmental Services	13,420.25
MAUL FOSTER ALONGI INC. Total					13,420.25
MEGAN DEMOSS	3480	3480-20260724	Administration	Certified Public Communicator Meals - DeMoss	303.00
MEGAN DEMOSS Total					303.00
METROCHEM INC.	4236	42805	Public Works	Spill Pak Bags - Storm	1,275.30
METROCHEM INC. Total					1,275.30
Murphy Michele	UB*01328	1	Genl Govt/Facilities	Refund Check 014456-000 2053 N 4th Way	38.16
Murphy Michele Total					38.16
NB ENGINEERING LLC	3933	TO1-01	Public Works	Stormwater Tree Canopy Mapping MSA Permit	7,252.15
		TO2-01	Public Works	Code & Eng Standards Revisions MS4 Permit	2,362.20
NB ENGINEERING LLC Total					9,614.35
NEW DAY PEST MANAGEMENT LLC	4004	16039	Genl Govt/Facilities	07.2026 Pest Control - City Hall	107.91
		16046	Genl Govt/Facilities	07.2026 Pest Control - 109 Division	107.91

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NEW DAY PEST MANAGEMENT LLC	4004	16064	Public Works	07.2026 Pest Control - Bennett Hall	107.91
NEW DAY PEST MANAGEMENT LLC Total					323.73
NEWCO INC.	2707	957193	Public Works	Potassium Permang 25kg	838.46
NEWCO INC. Total					838.46
NICHOLAS JOHNSON	3443	3443-20260723	Public Works	CCS Exam Fee Reimb - N Johnson	108.00
NICHOLAS JOHNSON Total					108.00
NORTH CASCADE EXCAVATING LLC	4270	C2026-031-1	Public Works	06.2026 Gee Creek Loop	109,228.25
NORTH CASCADE EXCAVATING LLC Total					109,228.25
NORTHSIDE FORD TRUCK SALES INC	3281	308048	Genl Govt/Facilities	2023 Ford F150 72006D Oil Change - PWSTW	11.23
			Public Works	2023 Ford F150 72006D Oil Change - PWSTW	62.71
		305714	Genl Govt/Facilities	2021 Ford F150 72006D Maintenance - PWOM	24.61
			Public Works	2021 Ford F150 72006D Maintenance - PWOM	220.06
NORTHSIDE FORD TRUCK SALES INC Total					318.61
NORTHSTAR CHEMICAL INC.	1019	344787	Public Works	Sodium Hypochlorite	1,526.00
NORTHSTAR CHEMICAL INC. Total					1,526.00
NW NATURAL GAS - EPAY	315	0315-202606	Genl Govt/Facilities	487 S 56th PW Ops #A - Natural Gas	1.13
				109 Division PW Shop - Natural Gas	30.17
				487 S 56th PW Ops #B - Natural Gas	1.46
				230 Pioneer St City Hall - Natural Gas	34.56
			Public Safety	101 Mill St Police Department - Natural Gas	62.48
				Public Works	487 S 56th PW Ops #A - Natural Gas
			487 S 56th PW Ops #B - Natural Gas		26.97
			Community Development		487 S 56th PW Ops #A - Natural Gas
				NW NATURAL GAS - EPAY Total	
ONE CALL CONCEPTS INC.	326	6069108	Public Works	06.2026 Excavation Notification/Modem Ticket Delivery	311.60
ONE CALL CONCEPTS INC. Total					311.60
ON-HOLD CONCEPTS INC	2217	703789	Information Technology	07.2026 On Hold Music Services	27.95
ON-HOLD CONCEPTS INC Total					27.95
PACIFIC OFFICE AUTOMATION - LEASE	1564	597723170	Genl Govt/Facilities	07.2026 Copier Lease - PD/RACC/CH/PW	1,882.85
			Public Safety	07.2026 Copier Lease - PD/RACC/CH/PW	522.81
PACIFIC OFFICE AUTOMATION - LEASE Total					2,405.66
PATRICK HILDRETH BRAND AND DESIGN	2372	3530	Genl Govt/Facilities	06.2026 Birdfest Illustration	726.57
			Public Safety	06.2026 Police Patch	1,074.06
			Public Works	06.2026 Storybook Park Sign	1,358.37
PATRICK HILDRETH BRAND AND DESIGN Total					3,159.00
PBS ENGINEERING AND ENVIRONMENTAL LLC	342	26004894-16766	Public Works	05.2026 Royle Rd Hillhurst to Hay Field & Waterline	72,300.63
		25015144-16827	Public Works	05.2026 Royle Rd Culvert Design	16,070.50
PBS ENGINEERING AND ENVIRONMENTAL LLC Total					88,371.13
PORTLAND ADVENTIST MEDICAL CENTER	865	105945	Public Safety	Pre Hire Medical Exam	1,054.00
PORTLAND ADVENTIST MEDICAL CENTER Total					1,054.00
PORTLAND ENGINEERING INC	2082	13795	Public Works	06.2026 AD106 Ridgefield Service 2026	2,098.25
		13768	Public Works	06.2026 Q178V Ridgefield Cellular Telemetry	228.90
PORTLAND ENGINEERING INC Total					2,327.15
PUBLIC SAFETY TESTING	354	PST26-694	Public Safety	Q2.2026 Outreach & Recruiting Assistance Subscription Fee	145.00
PUBLIC SAFETY TESTING Total					145.00
RIAN DAVIS	4099	4099-20260709	Council	AWC Conference Mileage Reimb - Davis	535.78

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RIAN DAVIS Total						535.78
RODDA PAINT CO.	4140	7033225	Public Works	Curb Painting Supplies - Streets		216.40
RODDA PAINT CO. Total						216.40
Ross Krista	UB*01324	1	Genl Govt/Facilities	Refund Check 015413-000 3701 S 39th Pl		94.46
Ross Krista Total						94.46
RYAN THAMERT	2928	2928-20260723	Public Works	06.2026 Mileage Reimb - Thamert		69.79
			Community Development	06.2026 Mileage Reimb - Thamert		3.68
RYAN THAMERT Total						73.47
Schneiderman Marc	UB*01321	1	Genl Govt/Facilities	Refund Check 017022-000 2716 S 8th Way		24.30
Schneiderman Marc Total						24.30
SEATTLE DAILY JOURNAL OF COMMERCE	3980	3421452	Public Works	S 10th/11th St I-5 Crossing RFQ		500.50
		3421167	Public Works	Ridgefield Comm & Rec Center Ops & Management Proposal		1,072.50
SEATTLE DAILY JOURNAL OF COMMERCE Total						1,573.00
SIMPLOT AB RETAIL INC	3893	212148969	Public Works	Blue Mark Dye - Parks		1,085.82
		212149431	Public Works	Weed Control - Parks		139.27
				Weed Control - Streets		139.26
SIMPLOT AB RETAIL INC Total						1,364.35
SKAMANIA COUNTY SHERIFF'S OFFICE	1554	1554-20260723	Public Safety	05.2026 Jail Beds		80.54
SKAMANIA COUNTY SHERIFF'S OFFICE Total						80.54
SPRINGBROOK - GROUP EPAY	3544	260721926	Public Works	06.2026 UB Web Payments		61.56
SPRINGBROOK - GROUP EPAY Total						61.56
SPRINGBROOK SOFTWARE LLC	3444	INV-024457	Public Works	06.2026 Customer Web Payments		610.40
		INV-024230	Public Works	05.2026 Customer Web Payments		4,685.92
SPRINGBROOK SOFTWARE LLC Total						5,296.32
STATE AUDITOR'S OFFICE	524	L176186	Finance	06.2026 Audit Services		11,767.74
STATE AUDITOR'S OFFICE Total						11,767.74
STATE OF WA DEPARTMENT OF REVENUE - EPAY	156	0-053-272-680	Genl Govt/Facilities	06.2026 B&O and Excise Tax		1,407.83
			Public Safety	06.2026 B&O and Excise Tax		12.12
			Public Works	06.2026 B&O and Excise Tax		6,952.42
STATE OF WA DEPARTMENT OF REVENUE - EPAY Total						8,372.37
STERICYCLE INC	2504	8014781472	Genl Govt/Facilities	06.2026 Secure Shredding - RACC		11.88
				06.2026 Secure Shredding - CH		65.17
			Public Safety	06.2026 Secure Shredding - PD		57.36
			Community Development	06.2026 Secure Shredding - RACC		21.40
		8014724395	Genl Govt/Facilities	06.2026 Secure Shredding - PW Bldg		6.51
			Public Works	06.2026 Secure Shredding - PW Bldg		119.83
			Community Development	06.2026 Secure Shredding - PW Bldg		7.96
		8014724396	Genl Govt/Facilities	06.16.2026 Record Management Purge		1,225.85
STERICYCLE INC Total						1,515.96
STEVE STUART	2075	2075-20260723	Executive	AWC Conference Mileage Reimb - Stuart		535.72
STEVE STUART Total						535.72
TAKAT LLC	1634	SI-016489	Genl Govt/Facilities	Surveillance Kit - Radio Parts		(84.60)
			Public Safety	Surveillance Kit - Radio Parts		1,024.60
TAKAT LLC Total						940.00
TERESA D JOHNSON CPA INC.	561	8060	Finance	06.2026 Accounting Services		4,849.80
TERESA D JOHNSON CPA INC. Total						4,849.80

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THE MASTER'S TOUCH LLC	1786	P103316	Public Works	06.2026 UB Statements - Postage	2,248.84				
		103316	Public Works	06.2026 UB Statements	1,124.07				
		103454	Public Works	06.2026 UB Final Bills	194.98				
		P103454	Public Works	06.2026 UB Final Bills - Postage	47.65				
THE MASTER'S TOUCH LLC Total					3,615.54				
THE PARR COMPANY	964	1213863	Genl Govt/Facilities	4th of July Parade Float Supplies	28.51				
		1220011	Genl Govt/Facilities	4th of July Supplies - Twisted Stringline	30.06				
				Measuring Tape - Josh Nathan	3.60				
			Public Works	Measuring Tape - Josh Nathan	20.38				
		1227572	Public Works	Sign Repair Concrete Mix - Streets	22.16				
		1211106	Public Works	RORC Parking Lot Build Out	145.20				
		1207575	Public Works	RORC Parking Lot Build Out	2,484.66				
THE PARR COMPANY Total					2,734.57				
Thompson David & Ann	UB*01327	1	Genl Govt/Facilities	Refund Check 015575-000 4140 S Kennedy Dr	2.84				
Thompson David & Ann Total					2.84				
Toomer Jr Gary	UB*01325	1	Genl Govt/Facilities	Refund Check 010163-000 4201 N Pioneer Canyon Dr	99.11				
Toomer Jr Gary Total					99.11				
TRAFFIC SAFETY SUPPLY CO INC.	432	INV093028	Genl Govt/Facilities	Deer Crossing Sign Replacement - Streets	(14.38)				
			Public Works	Deer Crossing Sign Replacement - Streets	174.18				
		INV092477	Genl Govt/Facilities	Pioneer St & 56th Pl Street Signs Replacement	(82.62)				
			Public Works	Pioneer St & 56th Pl Street Signs Replacement	1,000.64				
TRAFFIC SAFETY SUPPLY CO INC. Total					1,077.82				
TRI MOUNTAIN INVESTORS LLC	3866	2026-359	Genl Govt/Facilities	08.2026 Lease - 101 Mill St Basement	991.09				
				08.2026 Estimated NNN Maint. - 101 Mill St Basement	367.93				
				06.2026 Sewer - 101 Mill St Ste 210	21.62				
				06.2026 Electricity - 101 Mill St Ste 210	14.73				
				08.2026 Estimated NNN Maint. - 101 Mill St Ste 210	1,226.44				
				06.2026 Natural Gas - 101 Mill St Ste 210	8.33				
				06.2026 Water - 101 Mill St Ste 210	6.69				
				07.2026 Janitorial - 101 Mill St Ste 210	30.03				
				08.2026 Lease - 101 Mill St Ste 210	6,630.63				
				06.2026 Water - 101 Mill St Ste 110	118.27				
		2026-358	Public Safety	06.2026 Sewer - 101 Mill St Ste 110	62.68				
				08.2026 Estimated NNN Maint. - 101 Mill St Ste 110	3,556.43				
				08.2026 Lease - 101 Mill St Ste 110	31,817.58				
				07.2026 Janitorial - 101 Mill St Ste 110	65.52				
				TRI MOUNTAIN INVESTORS LLC Total					44,917.97
				UNIFIRST CORPORATION	3904	2240369058	Genl Govt/Facilities	06.30.2026 Uniforms - PWO&M	17.05
06.30.2026 Floor Mats - PW Bldg	3.15								
Public Works	06.30.2026 Uniforms - PWO&M	82.26							
	06.30.2026 Floor Mats - PW Bldg	58.16							
Community Development	06.30.2026 Uniforms - PWWTR	25.26							
	06.30.2026 Uniforms - PWSTW	60.24							
	06.30.2026 Floor Mats - PW Bldg	3.87							
	06.30.2026 Uniforms - PWWTR	1.33							
	06.30.2026 Uniforms - PWSTW	2.07							

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UNIFIRST CORPORATION	3904	2240371133	Genl Govt/Facilities	07.07.2026 Floor Mats - RACC	5.74
			Community Development	07.07.2026 Floor Mats - RACC	10.33
		2240369051	Genl Govt/Facilities	06.30.2026 Floor Mats - RACC	5.74
			Community Development	06.30.2026 Floor Mats - RACC	10.33
		2240369052	Genl Govt/Facilities	06.30.2026 Floor Mats - CH	23.33
		2240371141	Genl Govt/Facilities	07.07.2026 Floor Mats - PW Bldg	3.15
				07.07.2026 Uniforms - PWO&M	17.05
			Public Works	07.07.2026 Floor Mats - PW Bldg	58.16
				07.07.2026 Uniforms - PWWTR	25.26
				07.07.2026 Uniforms - PWO&M	82.26
				07.07.2026 Uniforms - PWSTW	60.24
			Community Development	07.07.2026 Floor Mats - PW Bldg	3.87
				07.07.2026 Uniforms - PWWTR	1.33
				07.07.2026 Uniforms - PWSTW	2.07
		2240371134	Genl Govt/Facilities	07.07.2026 Floor Mats - CH	23.33
		2240369053	Public Safety	06.30.2026 Floor Mats - PD	51.40
		2240371135	Genl Govt/Facilities	07.07.2026 Floor Mats - PD	51.40
UNIFIRST CORPORATION Total					688.38
VAIRKKO TECHNOLOGIES LLC	3699	33727	Genl Govt/Facilities	07.2026 PD Scheduling Software	(16.65)
			Public Safety	07.2026 PD Scheduling Software	201.65
VAIRKKO TECHNOLOGIES LLC Total					185.00
VERIZON WIRELESS - EPAY	452	6147262222	Genl Govt/Facilities	General Cellphones	47.41
				Public Works Engineering & UB Cellphones	73.21
			Public Safety	PD Cellphones	853.65
			Public Works	Public Works Engineering & UB Cellphones	1,285.53
			Community Development	Public Works Engineering & UB Cellphones	109.08
				Code Enforcement Cellphone	47.41
				Building Inspectors & Permitting Cellphones	664.00
			Human Resources	HR Cellphones	94.86
			Council	Council Cellphones	47.41
			Finance	Public Works Engineering & UB Cellphones	2.39
				Finance Cellphones	94.86
			Administration	Admin Cellphones	189.69
		6147262220	Genl Govt/Facilities	PW Ipads	11.98
				Events IPads	190.68
			Public Safety	PD IPads & MDCs	905.68
			Public Works	PW Ipads	1,042.24
			Community Development	PW Ipads	185.09
				Code Enforcement IPads	47.67
				CDD IPads	476.67
			Council	Council IPads	381.33
			Finance	Finance IPads	47.67
			Administration	Admin IPads	143.02
		6147262221	Public Works	06.2026 Hillhurst Ped Crossing	145.17
VERIZON WIRELESS - EPAY Total					7,086.70
W.W.GRAINGER INC.	206	9977407841	Public Works	Sealant Tape & Pipe Fitting - Water	55.62

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W.W.GRAINGER INC. Total						55.62
WALLIS ENGINEERING PLLC	464	18716	Public Works	06.2026 Downtown Storwater - Riverview Drive	6,434.37	
				06.2026 Downtown Storwater - Lake River	4,183.90	
		18700	Public Works	06.2026 Gee Creek Loop Improvements	11,113.99	
WALLIS ENGINEERING PLLC Total						21,732.26
WALTER E. NELSON COMPANY	3553	2031601	Genl Govt/Facilities	Sanitary Products - CH	81.30	
WALTER E. NELSON COMPANY Total						81.30
WASHINGTON STATE PATROL	463	12600314	Genl Govt/Facilities	06.2026 Background Checks - CPL	105.00	
WASHINGTON STATE PATROL Total						105.00
WASHINGTON STATE TREASURER	642	0642-Q2.2026	Genl Govt/Facilities	Q2.2026 Building Code Fees	1,575.00	
WASHINGTON STATE TREASURER Total						1,575.00
WELLS FARGO - EPAY	1681	202606-4725	Genl Govt/Facilities	Gleason Facebk Facebook Advertising - Big Paddle	101.93	
				Gleason 9 Cent Col Stormwater Brochures - Stormwater Addtl Tax	(0.11)	
		202606-9687	Public Works	Gleason 9 Cent Col Stormwater Brochures - Stormwater	59.91	
			Administration	Gleason Julie Parker Co Crisis Communications Course - Gleason	75.00	
			Genl Govt/Facilities	Moore Amazon Mktpl Coffee/Utensils - Pw Building	4.13	
				Moore Amazon Mktpl Safety Tape - July 4th	105.72	
				Moore Amazon Mktpl Gift Bags/Sponges/First Aid Kit - Ch	78.19	
				Moore Amazon Hand Sanitizer - Pw Building	1.27	
				Moore Amazon Sticky Notes - Racc	5.71	
				Moore Amazon Mktpl Float Decor - July 4th	66.62	
				Moore Amazon Mktpl Bubble Wands - City Days	29.40	
				Moore Amazon Paper Plates/Coffee Cups - Pw Building	3.79	
				Moore Amazon Mktpl Street Marking Tape - July 4th	309.76	
				Moore Amazon Dishwasher Cleaner - Ch	5.32	
				Moore Amazon Mktpl Street Marking Chalk - July 4th	235.46	
				Moore Amazon Mktpl Street Marking Machine - July 4th	82.83	
				Moore Amazon Mktpl Phone Case - Thamert	0.60	
				Moore Amazon Pens/Highlighters/Sticky Notes - Racc	16.09	
				Moore Amazon Mktpl Certificate Holders - Admin	33.13	
				Moore Amazon Mktpl Dry Erase Markers - Ch	6.64	
				Moore Amazon Mktpl Candy - July 4th	1,301.72	
				Moore Amazon Mktpl Wristbands - Big Paddle	17.43	
				Public Safety	Moore Amazon Mktpl Shooting Rest - PD	22.77
					Moore Amazon Mktpl Gloves/Safety Vests - PD	63.72
					Moore Amazon Mktpl Safety Vests/Hangers - PD	61.77
					Moore Amazon Mktpl Carbon Paper/Laminating Pouches - PD	61.90
					Moore Amazon Mktpl Lens Cleaner - PD	34.87
				Public Works	Moore Amazon Mktpl Water Filter/Disposal Cleaner - PD	109.75
					Moore Amazon Mktpl Dot Mount - PD	141.35
					Moore Amazon Mktpl Cleaning Brush - PD	14.12
					Moore Amazon Mktpl Face Respirator - Splash Pad Vault	135.16
					Moore Amazon Mktpl Webcam - Damian Panko	23.61
					Moore Amazon Mktpl Coffee/Utensils - Pw Building	76.22
					Moore Amazon Hand Sanitizer - Pw Building	23.46
					Moore Amazon Face Mask Filter/Protection Coveralls - Splash Pad	144.68

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WELLS FARGO - EPAY	1681	202606-9687	Public Works	Moore Amazon Face Respirator - Splash Pad Vault	163.06
				Moore Amazon Batteries - Water/Stormwater	58.98
				Moore Amazon Mktpl Testing Chemicals - Splash Pad	106.65
				Moore Amazon Paper Plates/Coffee Cups - Pw Building	69.99
				Moore Amazon Mktpl Parking Stencil - Streets	47.13
				Moore Amazon Mktpl Air Filter/Spark Plug - Water	27.23
				Moore Amazon Mktpl Phone Case - Damian Panko	23.52
				Moore Amazon Gas Cans - Stormwater	123.88
				Moore Amazon Mktpl Pipe Fitting - Water	10.88
				Moore Amazon Mktpl Parking Lot Stencils - Streets	31.05
				Moore Amazon Mktpl Laptop Bag/Headphones - Damian Panko	41.91
				Moore Amazon Mktpl Phone Case - Thamert	10.22
				Moore Amazon Correction Pen - Stormwater	27.80
				Moore Amazon Mktpl Filters - Splash Pad	341.14
				Moore Amazon Mktpl Mower Fuel Filter - Parks	39.20
				Moore Amazon Face Mask Filters - Splash Pad	16.83
			Community Development	Moore Amazon Mktpl Coffee/Utensils - Pw Building	5.07
				Moore Amazon Hand Sanitizer - Pw Building	1.56
				Moore Amazon Sticky Notes - Racc	10.29
				Moore Amazon Paper Plates/Coffee Cups - Pw Building	4.65
				Moore Amazon Mktpl Phone Case - Thamert	1.20
				Moore Amazon Mktpl Paper Organizer - Jennifer Rayne	42.14
				Moore Amazon Pens/Highlighters/Sticky Notes - Racc	28.96
				Moore Amazon Laser Pointer - Planning Commission	33.45
			Information Technology	Moore Amazon Mktpl Webcam - Damian Panko	5.90
				Moore Amazon Mouse - Finance	78.23
				Moore Amazon Mouse (Returned) - Finance	78.23
				Moore Amazon Mouse Refund - Finance	(78.23)
			Finance	Moore Amazon Laptop Bag - Finance	15.15
			Administration	Moore Amazon Mktpl Mouse Pad - Admin	9.79
				Moore Amazon Dry Erase Board - Ch	9.81
				Moore Amazon Mktpl Notebook - Admin	15.24
		202606-4252	Genl Govt/Facilities	Blake Rosauers Food Pw Admin Kaizen Process Workshop - Pw Bldg	0.69
				Blake Elmers Flag And Banner Public Works Flags - Pw Building	39.05
				Blake Brewed Awakenings Admin Kaizen Process Workshop - Pw Bldg	1.48
			Public Works	Blake Rosauers Food Pw Admin Kaizen Process Workshop - Pw Bldg	12.78
				Blake Elmers Flag And Banner Public Works Flags - Pw Building	719.98
				Blake Brewed Awakenings Admin Kaizen Process Workshop - Pw Bldg	27.23
				Blake Clark County Gis Mailing Labels For Overflow Parking RORC	12.90
			Community Development	Blake Rosauers Food Pw Admin Kaizen Process Workshop - Pw Bldg	0.85
				Blake Elmers Flag And Banner Public Works Flags - Pw Building	47.85
				Blake Brewed Awakenings Admin Kaizen Process Workshop - Pw Bldg	1.81
		202606-3537	Genl Govt/Facilities	Rubio Primo Brands/Waterserv Water Delivery Svcs - Pw Bldg	9.01
				Rubio Primo Brands/Waterserv Water Delivery Service - Racc	59.47
				Rubio Primo Brands/Waterserv Water Delivery Service - Ch	69.83
			Public Safety	Rubio Siptrunk Telephone Service - PD	239.61

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WELLS FARGO - EPAY	1681	202606-3537	Public Works	Rubio Primo Brands/Waterserv Water Delivery Svcs - Pw Bldg	166.11			
		Community Development	Rubio Primo Brands/Waterserv Water Delivery Svcs - Pw Bldg	11.04				
			Rubio Primo Brands/Waterserv Water Delivery Service - Racc	107.03				
			Information Technology	Rubio Spotify Monthly Music - Ch	28.32			
					Rubio Canva Annual Software Renewal Graphic Designs - City	119.40		
					Rubio Adobe Adobe Software - Communications	76.29		
					Rubio Zoom.Com Meeting Platform	69.75		
					202606-5997	Public Works	Sampson Sandys Sign & Design Parks Signs - Parks	261.12
					Sampson 34 Mutual Materials Nova Paver Bond - Roundabout Repair	101.59		
					Sampson Grover Elec And Plumb Well 11 Parts - Water	28.72		
					202606-9059	Council	Stuart Uber Transportation AWC Annual Conference - Council	35.98
					Executive	Stuart Rosauers Breakfast Meeting w/Council - Council	14.32	
		Stuart El Rancho Viejo Residential Developer Lunch Mtg - Stuart	21.35					
		Stuart El Rancho Viejo Commercial Developer Lunch Mtg - Stuart	22.48					
		Stuart Nest Potential Rec Cneter Operator Lunch Mtg - Stuart	23.54					
		Stuart Playmakers Lunch Meeting w/Planning Consultant	25.76					
		Stuart Uber Transportation AWC Annual Conference - Stuart	17.98					
		Stuart Starbucks County Councilor Coffee Mtg - Stuart	7.49					
		Stuart The Davenport Grand Lodging AWC 2026 Conf - Stuart	146.25					
		Stuart Nuestra Mesa Sw Wa City Managers Lunch Mtg - Stuart	33.36					
		Stuart Rosauers Breakfast Meeting w/Council - Stuart	7.16					
		202606-9102	Genl Govt/Facilities	Allen Cornhole Worldwide Employee Appreciation Tournament Prize		(60.30)		
						Allen Costco By In Car Snacks - Wellness	438.10	
					Allen Cornhole Worldwide Employee Appreciation Tournament Prize	730.30		
					202606-0187	Genl Govt/Facilities	Melroy Northstar Clean Concepts Pressure Washer Parts - PW O&M	43.34
					Public Works	Melroy Northstar Clean Concepts Pressure Washer Parts - PW O&M	380.10	
					Melroy Soha Sign Co Marking/Painting Material Parking - Streets	163.35		
					202606-2164	Genl Govt/Facilities	Giles Papa Petes Big Paddle Thank You Lunch - Pw O&M	33.04
					Giles Center Market 7 Ice - Big Paddle	13.04		
					Giles 4Imprint Water Bottle/Bottle Bag/Chap Stick - Big Paddle	1,965.45		
					Giles Rosauers Craft Supplies - Rocks With Cops	27.77		
					Public Works	Giles Papa Petes Big Paddle Thank You Lunch - Pw O&M	159.31	
					Council	Giles Rosauers Council Chat Refreshments - Council	11.99	
					Administration	Giles Papa Petes Big Paddle Thank You Lunch - Megan/Emily	30.52	
					202606-6996	Genl Govt/Facilities	Demoss Rosauers Water/Ice GroundBrkg - Eastside Water Reservoir	12.31
					Demoss Ridgefield Floral & Gifts Balloons - Big Paddle	19.62		
					Public Works	Demoss 9 Cent Col Downtown Parking Plan Notifications - PW INF	23.44	
					Community Development	Demoss 9 Cent Col Downtown Parking Plan Notifications - PW INF	0.91	
					Council	Demoss Chipotle Online End Of Year Lunch - Youth Commission	240.35	
					Administration	Demoss The Columbian Monthly Newspaper Subscription - COMM	25.00	
					Demoss Julie Parker Crisis Communications Course - Demoss	75.00		
					Demoss Doordash Teriyakit Admin Working Lunch Meeting - Admin	111.88		
					202606-1081	Public Works	Irwin Clark County Gis County Mailing Labels - AMI Meter	12.90
					202606-5484	Genl Govt/Facilities	Freimuth Evergreen Rural Water Cross Connection - Strickler Tax	(2.66)
							Freimuth Sensus Usa Cvent 2026 Xylem Reach Training - Schneider	(81.00)
						Public Safety	Freimuth Embassy Suites Seattle Green Lab Training Hotel - Leon	221.84

City of Ridgefield

Claims Payment Report

For Approval on:

July 23rd, 2026

WELLS FARGO - EPAY	1681	202606-5484	Public Safety	Freimuth Linkedin Job Chief Of Police Job Posting	87.20
				Freimuth Embassy Suites Seattle Parking - Leon	65.16
			Public Works	Freimuth Evergreen Rural Water Cross Connection - N Johnson	327.00
				Freimuth Evergreen Rural Water Cross Connection - Strickler	207.10
				Freimuth Sensus Usa Cvent 2026 Xylem Reach Training - Schneider	981.00
				Freimuth Shelton Inn Water Plant Exam Review Hotel - K Johnson	382.62
			Human Resources	Freimuth Costco By In Car Snacks - Wellness	852.73
				Freimuth Instacart Breakfast Items - All Hands	116.01
				Freimuth Crown Awards Walking Challenge Awards - Wellness	275.46
				Freimuth Costco By Instacart Breakfast Items - All Hands	195.26
			Council	Freimuth The Davenport Grand Awc Annual Conf Hotel - Chipman	504.21
				Freimuth Alaska Air Awc Annual Conference Flight - Chipman	446.80
				Freimuth The Davenport Grand Awc Annual Conf Hotel - Davis	504.21
				Freimuth The Davenport Grand Awc Annual Conf Hotel - Stuart	504.21
			Executive	Parker Thomson West Monthly Software Subscription Research	647.79
		202606-4430	Information Technology	Parker Omni Hotels Deposit Prima Risk Management Conference	288.15
			Legal	Parker Omni Hotels Prima Risk Management Conference	576.30
			Genl Govt/Facilities	Blehm PSHRA Public Sector HR Public Sector Conference - Blehm	(89.91)
			Human Resources	Blehm SWSHRM Luncheon Meeting - Blehm	35.00
				Blehm PSHRA Public Sector HR Public Sector Conference - Blehm	1,088.91
				Blehm Starbucks Store Coffee - All Hands	65.40
			Public Works	Thamert Cameo Cafe Pw Directors Meeting Breakfast - Thamert	13.64
			Community Development	Thamert Cameo Cafe Pw Directors Meeting Breakfast - Thamert	0.72
		202606-0794	Genl Govt/Facilities	Knottnerus American National Standard State Safety Supplies	81.76
			Public Safety	Knottnerus Hapcoa.Org Police Chief Job Posting - PD	250.00
			Community Development	Lust The Columbian Monthly Newspaper Subscription - CDD Director	13.00
			Public Safety	Steele-Hoots Sp Alien Gear Holsters - PD Officers	621.26
				Steele-Hoots TLOTransunion Background Investigations - PD	123.39
				Steele-Hoots On Sportswear Boot Purchase - Officer Debiak	261.60
				Steele-Hoots National Band And Tag Com 2027 Dog Tags - PD	181.90
				Steele-Hoots Rosauers Civil Service Lunch For Raters	53.20
				Steele-Hoots Rattac Technologies Gun Cleaner - Detective King	105.48
				Steele-Hoots Faadronezone Drone Licensing Renewal - PD	15.00
				Steele-Hoots 4 All Promos National Night Out Handouts - PD	1,422.68
		202606-6868	Genl Govt/Facilities	Mulderig Wal-Mart White Board - Big Paddle	30.24
			Public Works	Mulderig Almetek Industries Ecom Catch Basin Markers - Streets	383.61
				Mulderig Almetek Industries Ecom Catch Basin Markers - Storm	383.62
			Public Safety	Gibson Excel Designs Hats - Neighbors On Watch Members	65.20
				Gibson Costco Snacks Operational Class (RPD Hosted) - PD	132.19
				Gibson Costco Office Supplies - PD	143.66
				Gibson Erics Frame Repair Remaining Balance Of Vehicle Repair	3,954.83
				Gibson Excel Designs Officer Hats - PD	577.33
			Public Safety	Johnson Wa Vehicle Licensing DOL Sold Vehicle Report 55293D - PD	18.54
				Johnson Wa Vehicle DOL Sold Vehicle 55290D - PD	18.54
			Public Works	Johnson Clark County Fire Rescue Fire Permits - Rec Center	758.50
			Finance	Johnson Government Finance Office 2025 Fee - GFOA Submission	590.00

City of Ridgefield

Claims Payment Report

For Approval on:

July 23rd, 2026

WELLS FARGO - EPAY	1681	202606-4870	Finance	Johnson The Columbian Monthly Subscription - Finance Director	15.00
		202606-7069	Genl Govt/Facilities	Ferriss Nest Lunch - Management Team Retreat	174.92
				Ferriss Rosauers Snacks - Management Team Retreat	39.68
				Ferriss Starbucks Store Coffee - Management Team Retreat	21.80
			Public Safety	Ferriss Cdw Govt Adobe License - PD	97.76
		202606-7739	Genl Govt/Facilities	Coleman Cleverwaiver Waiver Platform - Dragon Boats	29.99
		202606-3244	Public Safety	Doriot In-N-Out Ridgefield Blue Shield Lunch Meeting - PD	21.39
				Doriot Rosauers Quarterly Dinner Dessert - PD	69.98
WELLS FARGO - EPAY Total					30,749.03
WEST COAST EVENT PRODUCTIONS INC	3885	343042-2	Genl Govt/Facilities	2026 F2T Rentals - Final Payment	3,595.54
WEST COAST EVENT PRODUCTIONS INC Total					3,595.54
WEX BANK - EPAY	3552	113708104	Genl Govt/Facilities	PW Fuel	385.15
			Public Safety	PD Fuel	3,929.90
			Public Works	PW Fuel	6,128.76
			Community Development	PW Fuel	1,463.45
				CDD Fuel	867.25
WEX BANK - EPAY Total					12,774.51
Grand Total					1,239,143.17

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 23, 2026

AGENDA ITEM NAME: Approval of Minutes from the July 9, 2026 Meeting

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Approve the minutes by making the following motion: 1. "I move to approve the consent agenda".

STAFF CONTACT:

ATTACHMENTS:

1. 07-09-2026



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
JULY 9, 2026**

Regular Meeting - 6:30 PM

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

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

Present:

Mayor Matt Cole
Mayor Pro Tem Judy Chipman
Council Member Lee Wells
Council Member Clyde Burkle
Council Member Katie Favela
Council Member Rian Davis
Council Member Meghan Hamilton

- 3. Late changes to the agenda**

II. PROCLAMATION

- 1. American's with Disabilities Act**

III. PUBLIC COMMENT

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

Comments received during public testimony can be heard on the City's website under [City Council Meeting Audio Files | Ridgefield, WA \(ridgefieldwa.us\)](#).

IV. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

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

1. **Approval of Claims And/Or Payroll**
2. **Approval of Minutes from the June 11, 2026 and June 18, 2026 Meeting**
3. **Contract Award for the 2026 Roundabouts and 4th Avenue Striping Project**
4. **Motion to Approve the Submittal of Grant Applications**
5. **Resolution No. 680 - Approval to Submit an Application for a Federal Emergency Management Agency Grant Application for the Downtown Risk Reduction Project**

V. PRESENTATION

1. **Community in Motion - Walt Gordon, CIM Board of Directors**

Community in Motion staff presented an update to City Council.

VI. BUSINESS

1. **Second Reading of Ordinance No. 1483 - Stormwater Management Code Update - Ryan Thamert, Public Works Director**

Staff reported that the City's existing stormwater regulations are currently located in multiple sections of the Ridgefield Municipal Code, including Chapters 13.80 (Illicit Discharge) and 18.755 (Erosion Control). As the City moves toward full MS4 Permit compliance, updates are needed to align with current regulatory requirements. Staff presented a proposed ordinance to consolidate and update stormwater regulations into a new Title 19 – Stormwater Management, establishing a unified framework consistent with MS4 Permit requirements and Washington State Department of Ecology standards. The proposed Title 19 includes provisions for general requirements, source control of pollutants, illicit discharge detection and elimination, and erosion and sediment control. The ordinance also updates related code sections and repeals Chapters 13.80 and 18.755.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1483 AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Hamilton
SECONDER:	Mayor Pro Tem Chipman
AYES:	Mayor Cole, Council Member Wells, Mayor Pro Tem Chipman, Council Member Burkle, Council Member Favela, Council Member Davis, Council Member Hamilton

VII. PUBLIC COMMENT

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

Comments received during public testimony can be heard on the City's website under [City Council Meeting Audio Files | Ridgefield, WA \(ridgefieldwa.us\)](#).

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. **Council**

Mayor Pro Tem Chipman participated in the Fourth of July Parade.

Council Member Favela attended the City Tour with Board and Commission members and participated in the Fourth of July Parade.

Council Member Davis attended the City Tour with Board and Commission members, participated in the Fourth of July Parade, and attended the AWC Annual Conference.

Council Member Wells participated in the Fourth of July Parade and attended the City Tour with Board and Commission members.

Council Member Burkle attended the City Tour with Board and Commission members, participated in the Fourth of July Parade, and attended the Port of Ridgefield meeting.

Council Member Hamilton attended the State Auditor's exit interview, the Ridgefield Chamber Lunch & Learn, the Ridgefield Main Street Board of Directors meeting, the City Tour with Board and Commission members, the Fourth of July Parade, and the Main Street Board meeting. Invitation to the public to attend the April 15 YWCA Community Changemakers event at the Neighborhood Refuge.

2. Mayor

Attended the AWC Annual Conference, participated as a panelist on the Ridgefield Youth Commission presentation, and participated in the Fourth of July Parade.

3. City Manager

City Manager Steve Stuart recognized staff for their work on the City Tour and thanked the Public Works and Police Department teams for their efforts before and during the Fourth of July celebration. He also reminded Council of the upcoming ribbon cutting ceremonies.

Public Works Director Ryan Thamert acknowledged the Public Works team for their efforts leading up to and during the Fourth of July event.

Police Chief Cathy Doriot presented call statistics for July 3 and July 4.

IX. EXECUTIVE SESSION

1. Executive Session Pursuant to RCW 42.30.110(1)(b), (c), and (d): Consideration of real property acquisition, the minimum price for the sale or lease of real property, and review of negotiations on the performance of publicly bid contracts.

8:05PM: Mayor Cole announced that the City Council would recess into Executive Session until 9:05PM pursuant to RCW 42.30.110(1)(b), (c), and (d).

Executive Session Attendees: Mayor Cole, Council Members, City Attorney Janean Parker, City Manager Steve Stuart, Finance Director Kirk Johnson, Public Works Director Ryan Thamert, Parks Manager Corey Crownhart, Public Works Infrastructure Deputy Director Miranda Lange, and Dirges Patel, Bluerock Ventures, LLC.

8:27PM. – Dirges Patel exited the Executive Session.

9:05PM. – The Executive Session was extended to 9:35PM.

9:35PM. – The Executive Session was extended to 10:05PM.

10:05PM. – The Executive Session was extended to 10:20PM.

10:20PM. – The Mayor reconvened the regular meeting. No action was taken, and the meeting was adjourned.

X. ADJOURN

10:20PM

Julie Ferriss, City Clerk

Matt Cole, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 23, 2026

AGENDA ITEM NAME: Approval of Pioneer Slide Contract

GOVERNING LEGISLATION

Revised Code of Washington Title 35 – Cities and Towns, Title 35A Optional Municipal Code, RCW Title 39 Public Contracts and Indebtedness, and City Financial Policy #04: Procurement of Goods and Services

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

Pioneer Street, formerly known as State Route 501, serves as a critical corridor connecting downtown Ridgefield to surrounding residential development and infrastructure. This approximate half mile section of roadway (between N 30th Drive and N Reiman Road) has a well-documented history of landslides, with four recorded slides between 2006 and 2016 that resulted in road closures and extensive money for WSDOT to repair. Continued, seasonal movement and roadway distress indicate that causative factors, particularly concentrated water sources infiltrating the ground from inadequate stormwater and surface water management, remain active. The Route 501 Jurisdictional Transfer, from WSDOT to the City of Ridgefield, now puts operational and maintenance responsibility on the City. Landslide Technology's Scope of Work includes:

- Contract Administration, Invoicing, and Reports
- Design Coordination Meetings
- Management, Coordination, and Direction
- Existing Conditions Analysis and Site Reconnaissance
- Cultural Resources Evaluation
- Surveying and Mapping
- Design Engineering – Plans, Specifications & Estimate (PS&E)
- Permitting and ROW Compliance
- Options for existing storm system inspection and evaluation, archaeological field survey/report, critical areas mitigation report and construction support (these items not currently included in this contract)

BUDGET/FINANCIAL IMPACTS:

The City of Ridgefield, WA (the City) has received funding through the Washington State Department of Commerce (DOC) to provide design and construction support for slope stabilization and slide alleviation along Pioneer Street between N 30th Drive and N Reiman Road. The grant is in the amount of \$1,498,650.00.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item.

A suggested motion is: "I move to approve awarding the contract for the preliminary engineering services for the Pioneer Street Slope Stabilization and Slide Alleviation project to Landslide Technology for the amount of \$312,050.90.

STAFF CONTACT: Miranda Lange, PW Infrastructure Deputy Director

ATTACHMENTS:

1. RFCA-PE_PioneerSlide
2. PioneerStreetSlide_Proposal for Engineering Services_REV1_2026-07-02

CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION

MEETING DATE: July 23, 2026

AGENDA ITEM NAME: Approval - Contract Award for the Preliminary Engineering (Design) of the Pioneer Street Slope Stabilization and Slide Alleviation Project

GOVERNING LEGISLATION

Revised Code of Washington Title 35 – Cities and Towns,
Title 35A Optional Municipal Code,
RCW Title 39 Public Contracts and Indebtedness, and
City Financial Policy #04: Procurement of Goods and Services

PREVIOUS COUNCIL ACTION TAKEN:

A legislative request was submitted in early 2025. An award letter was received from the Department of Commerce on July 21, 2025, and the contract was signed on November 7, 2025.

SUMMARY/BACKGROUND:

Pioneer Street, formerly known as State Route 501, serves as a critical corridor connecting downtown Ridgefield to surrounding residential development and infrastructure. This approximate half mile section of roadway (between N 30th Drive and N Reiman Road) has a well-documented history of landslides, with four recorded slides between 2006 and 2016 that resulted in road closures and extensive money for WSDOT to repair. Continued, seasonal movement and roadway distress indicate that causative factors, particularly concentrated water sources infiltrating the ground from inadequate stormwater and surface water management, remain active. The Route 501 Jurisdictional Transfer, from WSDOT to the City of Ridgefield, now puts operational and maintenance responsibility on the City.

Landslide Technology's Scope of Work includes:

- Contract Administration, Invoicing, and Reports
- Design Coordination Meetings
- Management, Coordination, and Direction
- Existing Conditions Analysis and Site Reconnaissance
- Cultural Resources Evaluation
- Surveying and Mapping
- Design Engineering – Plans, Specifications & Estimate (PS&E)
- Permitting and ROW Compliance
- Options for existing storm system inspection and evaluation, archaeological field survey/report, critical areas mitigation report and construction support (these items not currently included in this contract)

BUDGET/FINANCIAL IMPACTS:

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alleviation along Pioneer Street between N 30th Drive and N Reiman Road. The grant is in the amount of \$1,498,650.00.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item.

A suggested motion is: "I move to approve awarding the contract for the preliminary engineering services for the Pioneer Street Slope Stabilization and Slide Alleviation project to Landslide Technology for the amount of \$312,050.90."

STAFF CONTACT: Miranda Lange, Public Works Infrastructure Deputy Director

ATTACHMENTS:

1. PioneerSlide_ProposalPE_REV1_2026-07-02.pdf

July 2, 2026

3459

Jason Van Dyke
Capital Project Manager
City of Ridgefield, WA Public Works
PO Box 608
487 S 56th Pl
Ridgefield, Washington 98642

**Proposal for Engineering Services
Pioneer Street Slope Stabilization and Slide Alleviation
Ridgefield, Washington**

Dear Jason,

We are pleased to present this proposal for the Pioneer Street Slope Stabilization and Slide Alleviation project. This letter summarizes our approach, assumptions, scope of work, schedule, and cost estimate to complete the proposed engineering services.

1 BACKGROUND

The City of Ridgefield, WA (the City) has received funding through the Washington State Department of Commerce (DOC) to provide design and construction support for slope stabilization and slide alleviation along Pioneer Street between N 30th Drive and N Reiman Road. We understand the City's goal is to stabilize this section of the corridor.

Pioneer Street, formerly known as State Route 501, serves as a critical corridor connecting downtown Ridgefield to surrounding residential development and infrastructure. This approximate half-mile section of roadway has a well-documented history of landslides, with four recorded slides between 2006 and 2016 that resulted in road closures and hundreds of thousands of dollars to repair. Continued, seasonal movement and roadway distress indicate that causative factors, particularly concentrated water sources infiltrating the ground from inadequate stormwater and surface water management, remain active. Prior to its transfer from the Washington State Department of Transportation (WSDOT) to the City, WSDOT completed subsurface explorations and installed geotechnical instrumentation in the slide area.

The City is moving forward to retain the Landslide Technology (LT)/Consort team (Consultant Team) to provide engineering services to evaluate site conditions, develop initial mitigation concepts, identify project constraints, and develop plans, specifications, and estimates for a selected mitigation approach.



2 APPROACH

We understand the City's ultimate goal is to stabilize this critical corridor. The scope of work developed by the Consultant Team is tailored to the City's available budget and desired delivery schedule, which does not allow for additional explorations, analyses, or instrumentation monitoring to fully understand other potential causes of slope instability. Our approach is based on conclusions and recommendations from a previous geotechnical report provided by the City, the City's comments related to roadway, surface water, and utility performance during the kickoff negotiation meeting on June 8, 2026, and the Consultant Team's experience working with similar slides in the area. The primary objective of this phase of work is to implement targeted drainage mitigation concepts that fit within the construction budget, improve slope stability along this corridor, and identify future mitigation measures for further slide stabilization efforts.

If additional issues or unknowns are identified during this phase of work, the Consultant Team will discuss with the City before proposing any additional study. If desired, the Consultant Team can also identify geotechnical mitigation options that could be implemented in the future if the City decides more robust stabilization is necessary. The approach of this phase of work is not contingent on completing additional explorations, analyses, or studies.

3 SCOPE OF WORK

We have developed the following scope of work for engineering services based on anticipated tasks to complete the Pioneer Street Slope Stabilization and Slide Alleviation project. The scope includes contingency items that may be needed to supplement and support design efforts, but are currently not included in the base scope of work based on our understanding of available project funds. The construction support tasks identified within the scope document should be re-evaluated following selection of the preferred mitigation design. A cost estimate for construction support is not currently included because the preferred mitigation design is not yet determined and the level of effort needed for construction is uncertain.

3.1 Task 1 – Project Management and Coordination

Landslide Technology (LT) will oversee project tasks and coordinate with City representatives to manage scope, schedule, and budget. Assuming the City's desired delivery schedule and Notice to Proceed (NTP) is provided by July 27, 2026, the project is assumed to take up to seven (7) months to complete.

3.1.1 Subtask 1.1 – Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices, which will include a monthly expected burn rate for the remaining months on the contract.
- Prepare and submit monthly progress reports to accompany monthly invoices. The progress reports will include a brief summary of tasks completed during the billing period.
- Prepare subconsultant agreements.
- Maintain project documentation, including design criteria, design assumptions, and ongoing design decisions.

3.1.1.1 Deliverables

- Monthly invoices and progress reports.



3.1.2 Subtask 1.2 – Meetings

This item includes coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at project kickoff meeting with City staff.
- Preparation for and attendance at up to 6 project coordination meetings with City staff, as needed.
- Up to 6 internal Consultant design team meetings, as needed.

3.1.2.1 Deliverables

- Meeting notes will be kept on file.

3.1.2.2 Assumptions

- All meetings will be virtual.
- Project kickoff meeting will be up to 2 hours. Project coordination meetings will be up to 1 hour.
- Up to four (4) Consultant Team members will attend the kickoff meeting and project coordination meetings with City staff. Personnel from Landau Associates will also attend the kickoff meeting and up to four (4) project coordination meetings.

3.1.3 Subtask 1.3 – Management, Coordination, and Direction

LT will provide management, coordination, and direction to the Consultant Team to complete the project on time and within budget. Quality management will include review of technical work and other deliverable products. LT will prepare and maintain a project design schedule and identify major milestones and deliverables. LT will coordinate tasks and activities with the City. If necessary, Consultant Team will coordinate with property owners adjacent to the project who will be affected by site activities and/or mitigation design.

3.1.3.1 Deliverables

- Project schedule and schedule updates

3.2 Task 2 – Existing Conditions Analysis

3.2.1 Subtask 2.1 – Right of Entry

Right of entry to private property and project notification will be provided by the City, as necessary.

3.2.2 Subtask 2.2 – Survey

CL Survey will perform topographic mapping and boundary resolution within the Right of Way (ROW) of Pioneer Street from N 30th Drive to N Reiman Road. No work will be performed outside of the Pioneer Street ROW. The primary task is to prepare mapping and ROW resolution to support a design effort for a slide stabilization project. The land survey effort is detailed in the sub tasks below.

3.2.2.1 Subtask 2.2.1– Horizontal/ Vertical Control

- The purpose of this task is to establish horizontal and vertical control points as a basis for the project. CL Survey will establish a horizontal and vertical control network using the following datums.
 - Horizontal: NAD 83, (2011) Washington State Plane South projected on a local datum plane based on the combined scale factor for the location and elevation of the project.
 - Vertical: NAVD 88 (Geoid 18)



- CL Survey will establish horizontal control according to accepted industry standards using Terrestrial (Theodolite and EDM), GNSS (Static or Rapid Static) or a combination of both. CL Survey will set and adjust control points in conformance with accepted Industry guidelines.
- CL Survey will establish vertical control by holding observed GPS observations and using differential leveling.

3.2.2.1.1 Deliverables

- Place control points at project location.
- Provide final adjusted control values in a PNEZD.csv format

3.2.2.2 Subtask 2.2.2– Topographic Mapping

CL Survey will collect topographic data within the limits of the project. The survey limit on the north side of Pioneer Street will be the edge of the existing ditch or toe of existing slope, whichever is encountered first. On the south side of Pioneer Street, the survey limit will be the top of the existing slope on the south side of existing guardrail. Areas outside of the surveyed limits will incorporate Washington State LiDAR data. LiDAR data will be cross checked by performing random ground truthing shots throughout the project when available. CL Survey will collect and tie topographic data of man-made and/or natural features using a variety of approved methods. These methods include but are not limited to collecting the data using terrestrial total station, or GNSS (RTK). Pioneer Street is a local arterial and traffic is anticipated. CL Survey staff will operate in a safe environment by utilizing industry accepted methods for short-term shoulder closures, which will comply with the Manual on Uniform Traffic Control Devices (MUTCD). We understand that WSDOT Standard Plan TC403 is an approved traffic control plan for this work. Efforts outside of this including flagging, lane closures, or traffic control plans are not included in this scope.

CL Survey will take collected topographic data and create a detailed basemap file incorporating the collected features in an AutoCAD Civil 3D format.

3.2.2.2.1 Deliverables

- Final Mapping in AutoCAD Civil 3D.
- Final points list in PNEZD.CSV format.
- Field notes upon request.
- Utility mapping, including invert elevations of existing culverts (if accessible), and 811 ticket information.

3.2.2.2.2 Assumptions

- No traffic control plan is required.
- No outside flagging or traffic control will be needed.

3.2.2.3 Subtask 2.2.3– Existing ROW Protraction

CL Survey will resolve the location of the ROW within the project limits.

CL Survey will resolve identified ROW centerlines alignments, ROW lines, using accepted concepts and rationale methods of survey professional judgment. CL Survey will evaluate the available evidence for relevance, adequacy, and reliability; use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and determine a best-fit with the evidence and probable location of ROW alignments and property boundaries for the area as described.



CL Survey will perform data research as necessary to prepare for and support project activities. The typical records required for research are, but not limited to, vesting deeds, land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, county surveys, road dedications and vacations.

CL Survey will recover minimal monumentation to protract the existing ROW for the project.

3.2.2.3.1 Deliverables

- ROW Mapping in AutoCAD Civil 3D
- Points list in PNEZD.CSV format
- Copies of research upon request 3D.

3.2.2.3.2 Assumptions.

- No filed record of Survey will be prepared.
- No legal descriptions or exhibits will be needed for the project.

3.2.3 Subtask 2.3 – Desktop Study

- Coordinate with City to obtain existing infrastructure information and documentation related to Operations and Maintenance (O&M) issues.
- Coordinate with WSDOT to obtain available geotechnical and geologic information, including prior geotechnical reports, monitoring data, maintenance reports, and construction reports.
- Coordinate with WSDOT to re-establish instrumentation to confirm current slope movement and/or groundwater levels, if possible.
- Review and summarize currently available information to support mitigation design development.

3.2.3.1 Deliverables

- Relevant information will be summarized in the Existing Conditions Analysis Report in Subtask 2.8.

3.2.4 Subtask 2.4 – Site Reconnaissance

Consultant Team will complete site reconnaissance of the approximate half-mile section of Pioneer St to support design development. The site reconnaissance will include:

- On-site meeting with City personnel to discuss site conditions, maintenance activities, and observations to support identification of targeted mitigation measures.
- Collecting field observations to identify active or potential slide areas, assess drainage conditions, and confirm surface indicators of instability such as visible seepage, hummocky ground, and/or misaligned trees.
- Identifying site constraints and staging concerns to evaluate key project considerations such as safety, vehicular impacts, and constructability.

Consultant Team will document observations from the site reconnaissance on site plans and incorporate observations into figures that will be included in the Existing Conditions Analysis Report.

3.2.4.1 Deliverables

- Site reconnaissance observations and conclusions will be summarized in the Existing Conditions Analysis Report in Subtask 2.8.



3.2.4.2 *Assumptions*

- Site reconnaissance can be completed without traffic control.
- Up to five (5) Consultant Team members will complete the site reconnaissance.
- City personnel will attend a portion of the meeting to discuss prior observations of roadway and drainage performance.

3.2.5 Subtask 2.5 – Wetland/Waters Delineation Report

Landau will conduct a wetland delineation in accordance with the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual and the 2010 Regional Supplement to the USACE Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region. Landau will delineate the ordinary high water mark (OHWM) of waterways using guidance provided in the 2025 USACE National Ordinary High Water Field Delineation Manual for Rivers and Streams: Final Version.

The field investigation will include an examination of vegetation, soils, and hydrology within the project area. Wetland/waterway boundaries will be recorded in the field with a survey-grade Trimble DA2 with an accuracy of +/- 10 centimeters.

Wetlands will be rated in accordance with the Washington State Department of Ecology's (Ecology's) 2014 Washington State Wetland Rating System for Western Washington, and buffer widths will be established through application of the City's Development Code. Waterway typing will be based on the system presented in Washington Administrative Code 222-15-130.

A Wetland and Waters Delineation Report that complies with all reporting requirements of the City, the USACE, and Ecology will be completed. This report will include details concerning the condition of the wetland and water buffers on the site and provide guidance for portions of the buffer that would terminate at the edge of predeveloped areas.

3.2.5.1 *Deliverables*

- Digital files of wetland, water, and buffer boundaries in ArcPro and AutoCad format.
- Final Wetland and Waters Delineation Report.

3.2.5.2 *Assumptions*

- Any wetlands or waterways located south of Pioneer Street will be estimated using aerial photographs and 2-foot contour maps. The edge of the pavement/gravel of Pioneer Street will be recorded in the field to determine the outer edge of the stream buffer.
- This task does not include consultation with the USACE or Ecology concerning the jurisdictional status of wetlands and waters.

3.2.6 Subtask 2.6 – Storm System Inspection and Evaluation (CONTINGENCY)

If this contingency task is authorized by the City, the Consultant will conduct a vender-provided CCTV inspection and condition assessment of the three existing drainage culverts under Pioneer Street. The inspection is intended to inform the geotechnical assessment of subsurface flows that may be leaking from the existing drainage culverts and contributing to the unstable slopes along the south side of Pioneer Street. Given the funding limitations, this task is considered a contingency item and is not included with the cost estimate.



3.2.6.1 *Assumptions*

- Sewer alignment within Pioneer Street will be inspected and evaluated by CRWWD and provided to Consultant Team.
- The contingency estimate provided in Section 4 Cost Estimate and Schedule is based on a vendor-provided quote that may be subject to change should the City request this service. Consultant will verify with new quotes to be provided to the City at the time of the request. A contract amendment will be required if this contingency service is requested.

3.2.7 Subtask 2.7 – Mitigation Concepts Development

Consultant Team will develop a list of potential mitigation concepts based on priority that will be evaluated to support informed decision-making. Evaluation of mitigation concepts will consider performance, constructability, cost, and coordination with existing infrastructure. Consultant Team will summarize the advantages and disadvantages of each concept, and provide conceptual level quantity and cost estimates that can be utilized by the City to select a mitigation approach.

3.2.7.1 *Deliverables*

- The mitigation concepts will be summarized in the Existing Conditions Analysis Report in Subtask 2.8.

3.2.7.2 *Assumptions*

- Mitigation concepts that meet project constraints and improve slope stability will be developed.
- Mitigation concepts will focus on stormwater solutions and document resulting impacts to roadway and other facilities.
- Geotechnical-related mitigation concepts will be developed based on existing geotechnical data and surface observations during the site reconnaissance.
- Survey of trees and arborist services are not included with scope. If it is determined that specific trees could potentially conflict with mitigation approaches or the City requires a tree survey, a contract amendment may be required if the budgeted amount is insufficient for these services.

3.2.8 Subtask 2.8 – Existing Conditions Analysis Report

- Prepare and provide a technical report summarizing site conditions, data evaluation, and mitigation concepts to inform development and selection of a preferred mitigation approach.
- Prepare for and conduct a Mitigation Concepts Meeting with the Consultant Team and City to discuss each mitigation alternative.
- Select a preferred mitigation approach based upon evaluation of the concepts.

3.2.8.1 *Deliverables*

- Draft Existing Conditions Analysis Report.
- Final Existing Conditions Analysis Report

3.2.8.2 *Assumptions*

- Up to five (5) Consultant Team members will attend a 2-hour Mitigation Concepts Meeting.



- City will coordinate with stakeholders and provide Consultant Team with feedback to incorporate in the Design Development task. Consultant Team will not need to participate in any additional meetings or presentations to stakeholders.
- The City will provide Consultant Team with any specific drafting standards/requirements.
- The City will provide review comments within 10 business days.
- Design options will stay within ROW.
- Full depth pavement or full width pavement rehabilitation outside of trenching limits for proposed stormwater facilities is not required.
- No modifications to channelization will be included beyond replacement in like kind of any impacted existing channelization.
- No trail or pedestrian facilities will be included.

3.3 Task 3 – Design Development

The Consultant Team will advance the selected mitigation approach from the Existing Conditions Analysis Report prepared in Task 2 to Final Design and Construction Bid Documents. The Consultant Team will be responsible for providing design engineering services for the deliverables outlined below for the following submittals:

- 30-Percent Design Submittal
- 90-Percent Design Submittal
- 100-Percent (Final) Design Submittal and Final Bid Documents

For budgeting purposes in Design Development, this scope assumes no roadway, bicycle, trail or ADA enhancements are required. The scope of improvements are limited to proposed stormwater drainage facilities (curb, gutter, storm sewer pipe, inlets, and trench drain) and replacement of existing roadway facilities associated with the impacts of the proposed stormwater improvements. Pavement rehabilitation, re-channelization, bicycle, trail, ADA, illumination or other roadway improvements not directly associated with the trenching limits are not included in this scope of work.

Due to the in-progress jurisdictional transfer of Pioneer Street to the City, it is assumed no WSDOT review or coordination is required for design submittals.

3.3.1 Subtask 3.1 – 30-Percent Design Submittal (PS&E)

The Consultant Team will develop construction documents to the 30-percent design stage based on stakeholder feedback and review comments provided by the City on the Existing Conditions Analysis Report. These documents will consist of plans, a bid item list, and an opinion of probable construction cost.

Additionally, Consultant will prepare:

- Cover Sheet & Index
- Existing Conditions Plan with Survey Control information
- Site Preparation & TESC Plan
- Typical Sections (to convey intent)
- Roadway Plan & Profile (2D layout with some 3D elements annotated to convey intent and project limits)



- Stormwater Plan & Profile (2D layout with some 3D elements annotated to convey intent and project limits)

3.3.1.1 Deliverables

- 30-percent design submittal including plans and construction cost estimate.

3.3.1.2 Assumptions

- The City will provide review comments within 10 business days. Comments will be incorporated into 90-percent design submittal. A revised 30-percent design submittal will not be provided.
- New stormwater outfalls to critical areas will not be required. Stormwater conveyance systems installed for the project will discharge to the existing conveyance system pipes and/or ditches.
- Existing culverts under Pioneer Street will not be disturbed or modified.
- Modifications to the existing storm drainage system in N 30th Drive will be limited to supplementary inlet structures to intercept bypass flows and convey stormwater into the existing drainage system.
- No new stormwater treatment facilities or modifications to existing treatment facilities will be required.
- Guardrail design is limited to replacement of impacted existing guardrail to current standards. No new guardrail is required.
- Roadway horizontal alignment adjustments are not included in this scope.
- Roadway profile adjustments are limited to the extent required to facilitate surface stormwater improvements.
- Bicycle, trail or ADA facility design is not included in this scope.
- Illumination or signal design is not included in this scope.
- Landscape design is not included in this scope.
- Design is limited to within the existing City right-of-way (ROW)
- Franchise utility replacement or relocation design is not included in this scope.
- No Traffic Control Plans will be provided with 30% design deliverables.
- No specifications will be provided with 30% design deliverables.

3.3.2 Subtask 3.2 – 90-Percent Design Submittal (PS&E)

The Consultant Team will address review comments on the 30-percent design submittal and develop construction documents to the 90-percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Additionally, Consultant will prepare:

- Typical Sections (Detailed)
- Roadway Plan & Profile (Detailed grading and project limits)
- Stormwater Plan & Profile (Detailed with pipe and structure information)
- Stormwater Detail Sheets, including standard details and project specific details. Trench drain detail will be per geotechnical engineer's recommendation for interception of surface and subsurface flows.
- Applicable WSDOT Standard Traffic Control Plans



- Draft Stormwater Report to document stormwater design assumptions, improvement methodology, convey calculations, capacity analysis, and compliance with Ecology Minimum Requirements.
- Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
- Prepare 90% Level Project Specifications including current WSDOT amendments, General Special Provisions (GSP's), and special provisions necessary for this project.

3.3.2.1 *Deliverables*

- 90-percent design submittal.
- Draft Stormwater Report

3.3.2.2 *Assumptions*

- The City will provide review comments within 10 business days. Comments will be incorporated into 100-percent design submittal. A revised 90-percent design submittal will not be provided.
- Stormwater Report will be completed in accordance with 2019 Ecology's 2019 Stormwater Management Manual for Western Washington (SMMWW).
- Project disturbance area will be less than 1-acre and a Construction Stormwater General Permit will not be required.
- Calculations developed for determining stormwater runoff peak flow rates will be limited to Pioneer Street within the project limits, N 30th Drive downstream of the existing southernmost storm drain inlets, and subsurface flows as determined by the geotechnical engineer.
- Infiltration of stormwater will not be feasible and no infiltration BMPs will be required.
- Project will qualify for a stormwater utility exemption and only Minimum Requirement #2 will apply to address Erosion Control.
- Pavement restoration is limited to impacted areas due to the proposed stormwater facilities. Full width repaving of impacted streets is not included.
- Proposed project limits depicted in 90% Plans will be utilized for project permitting purposes.
- Proposed signing and striping will be shown on roadway plan and profile sheets and is limited to replacement in like kind where conflicting with the proposed improvements. Existing signing and striping not in conflict will remain in-place. Does not include a sign inventory.
- Traffic Control is assumed to include application of WSDOT Work Zone Typical Traffic Control Plans for single lane closures under flagging with project specific notes.
- Detailed site-specific traffic control is not required. No full closure of Pioneer Street will be required.
- City to provide Division 1 & 2 Specifications and provide a specification template in MS Word format for Consultant use in 90% Design. Special Provisions will be limited to LSUM bid item payment terms and non-standard bid items.

3.3.3 Subtask 3.3 – 100-Percent Design Submittal and Final Bid Documents (PS&E)

The Consultant Team will address review comments on the 90-percent design submittal and develop construction-ready documents to the 100-percent design stage. These documents will consist of plans,



specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final special provisions will also be developed, as needed, for nonstandard items shown on plans.

3.3.3.1 Deliverables

- 100-percent design submittal and final construction-ready PS&E.
- Final Design CAD files in AutoCAD Civil3D format (current version)
- Final Stormwater Report

3.3.3.2 Assumptions

- No review comments from the City will be provided.

3.4 Task 4 – Permitting and Compliance

3.4.1 Subtask 4.1 – Critical Areas Mitigation Report (CONTINGENCY)

If regulated impacts to buffer areas are unavoidable with the selected mitigation approach, Landau will prepare a Critical Areas Report documenting mitigation sequencing and provide a compensatory mitigation plan, if needed, in accordance with the City's Development Code. Mitigation sequencing may include buffer averaging, buffer reductions, and restoration of impacted buffer areas. Necessary calculations, planting plans, and graphics will be completed by Landau.

3.4.1.1 Deliverables

- Final Critical Areas Report

3.4.1.2 Assumptions

- There will be no direct impacts to wetlands or waters within the project area.
- Consultation and coordination with City staff will be completed prior to completion of the proposed mitigation plan.
- This task does not include development of grading plans.

3.4.2 Subtask 4.2 – Cultural Resources Evaluation

The project is funded by the Washington State DOC through the Local Community Projects Program and therefore must comply with the Governor's Executive Order (EO) 21-02; and the study may need to be reviewed under SEPA.

The project area has not been previously surveyed for cultural resources, and no archaeological resources have been previously identified within the project area. The Washington State Department of Archaeology and Historic Preservation (DAHP) predictive model indicates the project area has a low to moderate probability for archaeological resources. To meet project compliance, AINW proposes the following tasks.

3.4.2.1 Subtask 4.2.1 – EZ Form to Meet EO 21-02

AINW will prepare an EZ form to meet EO 21-02.

3.4.2.1.1 Deliverables

- EZ form to meet EO 21-02.



3.4.2.1.2 *Assumptions*

- The City will submit the form to the DOC, and if authority has been delegated, to the Cowlitz Tribe. AINW can assist with this step, if needed.

3.4.2.2 *Subtask 4.2.2 – Archaeological Field Survey and Report (CONTINGENCY)*

If the City or Stakeholders (DAHP or DOC) request additional contingency archaeological investigations, AINW will conduct an archaeological survey of the project area. Given the funding limitations, this task is considered a contingency item and is not included with the cost estimate.

- The study will follow the standards and guidelines developed by the DAHP and will be directed by AINW archaeologists who meet the professional qualifications of the Secretary of the Interior's Standards and Guidelines for Archaeology.
- The survey will consist of a pedestrian survey and may include the excavation of up to six shovel tests. AINW assumes no archaeological resources will be identified.
- AINW will email you the preliminary survey results after the fieldwork is completed.

AINW will prepare an archaeological survey report to meet Executive Order 21-02, SEPA, and DAHP reporting standards. The report will include sections on the environmental and cultural contexts, previous archaeological research, the survey methodologies and results, and recommendations.

- A draft report will be provided for review by the project team.
- Once approved, the report will be submitted to the City who will submit it to DOC.
- AINW can upload the report to DAHP's online database.

3.4.2.2.1 *Deliverables*

- Draft Archaeological Report
- Final Archaeological Report

3.4.2.2.2 *Assumptions*

- The City will submit the Final Archaeological Report to DOC.
- Additional work required for an archaeological discovery is not included with the scope. If an archaeological site is found and additional archaeological study is needed, that work would need to be done under an excavation or monitoring permit from DAHP. Archaeological work done under a DAHP permit must be completed as legally required by the permit, which includes completing and submitting a report to DAHP and collecting and curating artifacts. Once started, these legal obligations taken on behalf of Cornforth Consultants Inc., cannot be terminated, even if the project is terminated.
- The contingency estimate provided in Section 4 Cost Estimate and Schedule is based on an estimate from AINW that may be subject to change should the City, DAHP, or DOC request this service. Consultant will verify with new estimates to be provided to the City at the time of the request. A contract amendment will be required if this contingency service is required.

3.5 **Task 5 – Construction Support (RESERVED)**

Considering the current budget constraints, construction support is not included with the scope. The specific scope will not be fully understood until the preferred mitigation option is selected and design is final. Therefore, the scope and budget for these tasks should be evaluated following completion of Tasks 1 through 4.



In general, we anticipate this task to include responding to contractor questions, preparing addenda, and providing bid phase assistance and supporting the City in clarifying design intent to prospective contractors.

4 COST ESTIMATE AND SCHEDULE

We propose to perform the work outlined above for a not-to-exceed amount of \$312,050. The cost per task breakdown is presented below (Table 1). A detailed breakdown of labor classification, rates, hours, and subconsultant costs are included in Attachment 1. This sum includes all labor and reimbursable expenses for the entire Consultant Team and would not be exceeded without prior authorization from the City. This estimate is contingent on the assumptions in the previous section being accurate. We anticipate our services would be provided in accordance with the terms and conditions of City of Ridgefield, WA Professional Services Contract. We look forward to reviewing the terms and conditions of the contract and are prepared to begin work upon receipt of notice-to-proceed.

Table 1: Summary of Tasks and Estimated Costs

Task	Estimated Cost
Task 1 – Project Management and Coordination	\$41,750
Task 2 – Existing Conditions Analysis	\$109,800
Task 3 – Design Development	\$156,550
Task 4 – Permitting and Compliance	\$3,950
Task 5 – Construction Support (RESERVED)	-
TOTAL	\$312,050

A summary of the contingency tasks not included with the estimated costs outlined above are presented below in Table 2.

Table 2: Summary of Contingency Tasks and Estimated Costs

Contingency Task	Estimated Cost
Subtask 2.6 – Storm System Inspection and Evaluation	\$7,500
Subtask 4.1 – Critical Areas Mitigation Report	\$8,400
Subtask 4.2.2 – Archaeological Field Survey and Report	\$13,000
TOTAL	\$28,900

We are prepared to begin work upon receipt of notice-to-proceed. Assuming notice-to-proceed is provided on or before 7/27/2026, the estimated schedule to complete the work outlined above is presented below in Table 3. The estimated schedule should be considered preliminary. If unforeseen



delays occur or the scope of work and/or assumptions outlined above are modified, schedule changes should be anticipated.

Table 3: Estimated Schedule

Key Milestone or Deliverable	Date
Notice to Proceed	7/27/2026
Kickoff Meeting	7/30/2026
Existing Conditions Analysis Report	9/30/2026
30-Percent Design Submittal	11/25/2026
90-Percent Design Submittal	1/27/2027
100-Percent Design Submittal and Final Bid Documents	2/28/2027

5 CLOSING

We appreciate the opportunity to assist the City of Ridgefield, WA with this challenging project. If you have any questions, please contact Justin Crummett at (503) 452-1100.

Sincerely,

LANDSLIDE TECHNOLOGY

A Division of Cornforth Consultants, Inc.

Gerry M. Heslin, PE
President



Attachment 1: Proposed Cost Estimate

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 23, 2026

AGENDA ITEM NAME: Approval of Whatley Facility Interlocal Agreement

GOVERNING LEGISLATION

RCW 39.34- Inter Local Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN:

Approval of an Inter local Agreement to dispose of material at Whatley Facility in 2019.

SUMMARY/BACKGROUND:

The Whatley Decant Facility (Facility), located at 11203 NE 76th Street, Vancouver, Washington, was designed and built to treat and store solids, and to treat, store and dispose of storm water liquids removed from storm water and drainage systems, and municipal street sweepings. The original cost of construction of the facility was borne by Clark County, and subsequent expansion occurred through contributions from the Washington State Department of Transportation (State) and the City of Vancouver (Agency) for their impacts related to sizing of the facility. Currently, Clark County, City of Ridgefield, Washington State Department of Transportation, City of Battle Ground, City of La Center, City of Camas, City of Vancouver and City of Washougal compose a Steering Committee which serves in an advisory role to assist in decision-making related to this facility.

In 2019, Ridgefield entered into an agreement to take stormwater and street waste to the Whatley Facility. Ridgefield was not a member of the Steering Committee at that time. In 2025, Ridgefield was asked to cooperate in the formation of a new Steering Committee and a new inter local agreement. Ridgefield has been given a 1/2 vote on the committee due to the size of Ridgefield's population.

Since 2019, Ridgefield has hauled all catch basin debris and street sweeping debris to the Whatley Facility. The Whatley Facility has provided Ridgefield with an efficient means of handling and disposing of streets and stormwater waste. The site separates this waste from water, processes the waste, and hauls the waste to appropriate disposal facilities meeting environmental compliance standards. This site is a truly cooperative approach to handling stormwater/street waste in Clark County and is a critical part of Ridgefield's Stormwater Program.

This agreement is for a five-year period from January 1, 2026, through December 31, 2030.

BUDGET/FINANCIAL IMPACTS:

This agreement includes a 17.6% rate increase per ton for decant waste and a 16.8% rate increase per ton for street sweeping waste. These rates are calculated based on the costs of the previous year to operate the Whatley Facility and have not been increased since 2021.

The rate is reviewed each year of the agreement and will be adjusted accordingly to avoid large

increases in the future.

In 2025, we spent approximately \$11,000 at the Whatley Facility. The new pricing will increase our costs by roughly \$2000 per year versus 2025 actual costs.

RECOMMENDED ACTION OR MOTION:

STAFF CONTACT: Ryan Thamert, Public Works Director

ATTACHMENTS:

1. Whatley Facility Interlocal Agreement- 2026
2. Whatley Exhibit A
3. 2026 Whatley Operations Plan 04.30.26
4. Appendix A - Site Contact List
5. Appendix B1 - Directions to Whatley
6. Appendix B2 - Traffic Flow
7. Appendix B3 - Site Layout
8. Appendix B4 - Decant Treatment Flow
9. Appendix B5 - Facility Stormwater Flow
10. Appendix B6 - Covered Thickening Configurations
11. Appendix C1 - Solid Waste Handling Permit
12. Appendix C2 - Sanitary Sewer Discharge Letter
13. Appendix C3 - Charter
14. Appendix C4 - Interlocal Agreement Example
15. Appendix C5 - Landfill Agreement
16. Appendix D1 - Scale Sign In Example
17. Appendix D2 - Maintenance & Operations Checklist
18. Appendix D3 - Stormwater Inspection



**INTERLOCAL AGREEMENT
BETWEEN
CLARK COUNTY and CITY OF RIDGEFIELD
for
DECANT AND/OR STREET SWEEPING PROCESSING
AND DISPOSAL SERVICES**

THIS IS AN INTERLOCAL AGREEMENT (Agreement), made between CLARK COUNTY, a political subdivision of the State of Washington ("County"), and CITY of RIDGEFIELD, a municipal corporation of the State of Washington ("Agency").

WHEREAS, pursuant to Washington's Interlocal Cooperation Act, chapter 39.34 RCW, authorizes local governments to contract with other public agencies via interlocal agreements (ILAs) that enable them to work together to provide services or facilities to the public; and

WHEREAS, the County owns and operates the Whatley Decant Facility, located at 11203 NE 76th Street, Vancouver, WA 98662, (Facility) for the treatment and disposal of storm water liquids and solids, and/or street sweepings generated around Clark County; and

WHEREAS, the County has the resources available to provide such services to the Agency in a cost-effective manner; and

WHEREAS, as set forth in the Charter for the Whatley Decant and Street Sweeping Recycling Facility Steering Committee; hereinafter referred to as Steering Committee, the County and partnership agencies within aforementioned committee shall serve in an advisory role to assist in decision making related to this facility; and

NOW, THEREFORE, THE COUNTY AND AGENCY agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide for utilization of the County's

Whatley Decant Facility for treatment and disposal of storm water solids and liquids, and/or street sweepings generated by the Agency.

2. **TERM.** The initial term of the Agreement, not including any extensions is a (5) five-year period from January 1, 2026, through December 31, 2030.
3. **TERMINATION.** Either party may choose to terminate this Agreement by notifying the other party in writing 180 days prior to termination. The Agency agrees to reimburse the County for the cost of services provided, and includes any amounts owed related to import fees or costs of Agency-contributed portion of stockpiled materials, and furthermore; Agency shall be responsible for any remaining proportional projected costs of materials, equipment, hauling, tipping fees, taxes, labor, grinding, screening, chipping, etc., associated with movement of Agency generated materials. The Agency hereby agrees to payment and/or reimbursement as expressed within the body of this agreement and understands that the amount owed may be based on actual or projected costs of remaining materials as identified within this agreement. The County reserves the right to accept services in lieu of monetary funds if in the best interest of the site objectives and if approved in advance by the Steering Committee.
4. **EXTENSIONS.** The term of this Agreement may be extended in two-year increments of subsequent years by mutual written agreement of both parties, up to maximum of four additional (4) years. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the contract. The County Manager is authorized to approve and execute such two-year extensions without further authorization from the Clark County Council.
5. **DEFINITION OF FACILITY AND PARTICIPANTS.** The Whatley Decant Facility (Facility), located at 11203 NE 76th Street, Vancouver, Washington was designed and built to treat and store solids, and to treat, store and dispose of storm water liquids removed from storm water and drainage systems, and municipal street sweepings. The original cost of construction of the facility was borne by Clark County, and subsequent expansion occurred through contributions from the Washington State Department of Transportation (State) and the City of Vancouver (Agency) for their impacts related to sizing of the facility. Currently, Clark County, City of Ridgefield, Washington State Department of Transportation, City of Battle Ground, City of La Center, City of Camas, City of Vancouver and City of Washougal compose a Steering Committee which serves in an advisory role to assist in decision making related to this facility.

For purposes and intent of this Agreement, the Facility is further defined as the upper portion of the Whatley Decant Facility site which encompasses the main gate access to, and including the scale, wash rack, upper asphalt stockpile pad, Decant facility, storm water systems and retention ponds.

6. SCOPE OF SERVICES. The County will allow the Agency to bring storm water solids and liquids and/or street sweepings collected inside the Agency boundaries, for treatment and coordinated disposal as defined within this agreement. The County will provide all labor and equipment necessary for the treatment of liquids and solids, and disposal of liquids from the decant and sweeping processed: and shall provide disposal services as outlined in 7B, as necessary to maintain sufficient pad space related to solids treatment and storage areas on the solids pad. The Agency hereby agrees that necessary pad storage space shall be as-determined by the County, with the understanding that pad space for storage and treatment of solids material shall take precedence over any implied or intended cost-savings related to a local reuse event. The Agency also hereby acknowledges that a determination to move solids based on aforementioned storage space may result in the Agency's solids disposal costs increasing significantly higher than cost which are dependent upon participation from the Agency during reuse/disposal haul-out events described in Section 7B.
7. COST OF SERVICES. Service costs will be calculated based on the weight of each imported load and will be itemized according to the specific operations described below for accounting and billing purposes.

The first category, Liquids and Treatment, includes all activities associated with the decant facility's daily operations. This encompasses liquid treatment, testing, maintenance, stormwater management, and handling of solids generated during treatment processes—such as the movement, separation, and turning of materials from decant or street sweeping sources.

The second category covers the handling of remaining solids after the initial liquid treatment. This includes services such as screening, testing, loading, transportation, excess material disposal, tipping fees, and use of equipment like excavators and loaders necessary for handling materials at reuse or disposal sites. It may also include on-site and off-site services such as planting or site improvements.

The Agency acknowledges that the cost of certain services, particularly those tied to partnership-based reuse projects, may vary significantly from year to year, depending on the level of Agency participation.

- a. **COSTS FOR LIQUIDS AND TREATMENT.** The cost of liquids and treatment services under this Agreement are established by the County on an annual basis and based on the projected budget amount over each biennium and the quantity of imported materials from the previous year; unless, at the discretion of the County, there is found to be a more suitable accounting of imported material costs. These costs shall be defined in Exhibit A, incorporated herein by reference and attached. Costs will be based on the budgeted data, tonnages of decant and sweepings material brought into the facility, equipment, upgrades and/or repairs, and any uncollected costs from previous year(s), including costs from redirection of solids to the landfill site or any other less cost-effective options than local reuse. Liquids and treatment services reporting category costs do not include costs specific to the lower pit area or solids disposal/reuse. The lower pit area is designated only for Clark County Public Works Operations use, and Clark County Public Works will be responsible for any and all costs and fees associated with the lower pit, including operations, maintenance, permitting, etc., and any other items related to requirements, needs or projects that occur which are exclusive to Clark County.
- b. **FEES FOR SOLIDS.** Fees of solids-related services under this Agreement are based on scale weights of imported material, an estimated level of decomposition and drying of material, and remaining solids. To achieve consistency for all partnership agencies, each agency will pay an annually determined amount for the type and weight of material they bring into the site, which covers anticipated costs for disposal during a local reuse event. Each agency is responsible for payment of their respective portions of the solids they have imported onto the site.
- c. **FEE FOR REUSE EVENT:** The Agency understands that participation in local reuse events is critical to keeping costs and fees low for all partnership agencies, and participation is preferred but not mandatory. The Agency hereby understands that although not mandatory, significant non-participation causes overall cost, and fee increases to other partnership agencies. The burden of significant non-participation should not be placed on other partnership agencies, and is subject to a separate, proportionally determined payment exclusive to the non-participating agency with a

majority vote from the Steering Committee. In the event of a majority vote of significant non-participation, costs shall be billed to the Agency based on the Agencies percentage-based proportion of material(s) brought into the Facility.

- d. **FEES PER WET TONNAGE:** The Agency understands that fees per wet ton generally vary annually due to overall quality of material, regulator directive, storage pad space restraints, hauling to a landfill, and all other disposal, tipping, tax, overhead, or any other costs or savings subject to variation based on internal or external sources, agreements and/or contracts.

The fees per wet ton as listed on the Exhibit A will be adjusted annually for disclosure purposes of this Agreement. Such adjustments shall occur automatically and do not require a formal amendment to this Agreement. The Agency and County hereby recognize and agree that:

- i. **MAINTENANCE PROJECTS:** There is currently no reserve fee for major maintenance projects, as these projects will be determined by the Steering Committee on an annual basis, and the overall fees will be distributed amongst all partnership agencies. The County reserves the right to create a reserve fund if needed during the scope or extended scope of this agreement, with approval through a majority vote of the Steering Committee.
 - ii. **OVERHEAD CHARGES:** A program overhead charge is included on all imported solids and includes costs for program administration and division support. Changes will be updated annually on Exhibit A.
 - iii. **TAXES:** Solid waste collection tax, currently 3.6%, is included in the import fee for overage material. This tax applies to materials that do not get reused, including overage and solids that are transported to the dump per WAC 458-20-250. Changes to anticipated solids waste collection tax, including tax rate and/or changes in quantity of material to be taxed will be updated annually in Exhibit A.
8. **BILLING METHOD AND PROCESS.** Per wet ton fees based on type of material imported to the facility will be charged by the County to the Agency on a monthly basis. The invoice will identify the dates, type of material and weight of the solid material delivered, with the amount owed during that billing period. Import records will be taken directly from Whatley scale documentation, input into an electronic format by County staff, then sent to the County's Accounting Department for processing and formal billing to the Agency. The County Accounting Department will send billings to the Agency's Finance office for payment and will simultaneously send an informational copy of the

billing to the Agency. Payment by the Agency shall be made within thirty days after issuance of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at a County set interest rate, which is currently one percent (1%) per month. In the event of dispute due to lack of, or illegible information on the scale documentation, the County shall take an average of the most previous three (3) loads of the Agencies similar type of material with completed scale data, and annotate through supporting documentation and/or directly on invoice that an average was applied for billing; this average will be utilized until complete information is available.

9. COMPLIANCE TO OPERATING PROCEDURES. The Agency will be required to follow the terms and conditions outlined in the Clark County Public Works Decant Facility Standard Operations and Procedures Manual, attached as Exhibit B, and incorporated by reference and available to all partnership agencies.
10. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County Manager and Agency Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The County and Agency contract managers shall review service levels, service delivery, and costs on an annual basis. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.
11. DISPUTE RESOLUTION. In the event of a dispute between the County and Agency regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the Clark County Manager and the Agency Manager or their designated representatives shall review such disputes and options for resolution. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the County Manager and the Agency Manager may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
12. INDEPENDENT CONTRACTOR. The County is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and

employee, or principal and agent, between the County and Agency or between any of the County's or Agency's employees. The County shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the County pursuant to this Agreement. Nothing in this Agreement shall make any employee of the County an employee of the Agency or any employee of the Agency an employee of the County for any purpose, including but not limited to, for withholding 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.

13. HOLD HARMLESS/INDEMNIFICATION.

- A. **COUNTY RESPONSIBILITY.** The County agrees to indemnify, defend, save and hold harmless the Agency, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind of nature, which are caused in whole or in part by any act or omission of County, its employees, or agents. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Agency; the Agency retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the Agency by an employee of the County or subcontractor or agent of the County, even if the County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.
- B. **AGENCY RESPONSIBILITY.** The Agency agrees to indemnify, defend save and hold harmless the County, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind of nature, which are caused in whole or in part by any act or omission of Agency, its employees, or agents. In the event that any suit is based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Agency, the County retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the County by an employee of the Agency or subcontractor or agent of the Agency, even if the Agency is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

14. **INSURANCE REQUIREMENTS.** The Agency shall maintain Commercial General Liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, and Automobile Liability coverage with a combined single limit of \$1,000,000; Certificates of Insurance evidencing such coverage shall be provided annually. The requirements of this section 14 may also be met by the Agency providing proof of equivalent coverage that is afforded by enrollment in good standing with the Washington Cities Insurance Authority (WCIA).
15. **ATTORNEYS FEES AND COSTS.** All parties shall bear their own costs of enforcing the rights and responsibilities under the contract.
16. **ASSIGNMENT/SUBCONTRACTING.** Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The County shall not subcontract for the provision of any services it is to provide the Agency under this Agreement without the prior written consent of the Agency.
17. **NO THIRD-PARTY BENEFICIARY.** The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Agency. The Agency does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and Agency do not intend there be any third-party beneficiary to this Agreement.
18. **NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:
- To the Agency: Ridgefield Public Works
PO Box 608
Ridgefield, WA 98642
Attention: Public Works Director
Email: ryan.thamert@ridgefieldwa.us
- To the County: Clark County Public Works
4700 NE 78th Street
Vancouver, WA 98665
Attention: Roads Operations Manager
Email: josh.lipscomb@clark.wa.gov

The name and address to which notices shall be directed may be changed by either the County or Agency giving the other notice of such change as provided in this section.

19. **WAIVER.** No waiver by either party of any term or condition of this Agreement incorporated in the 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.
20. **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 2 (Term) and 2 (Extensions). Its method of termination is set forth in Section 3. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 6 (Scope of Service) and 7 (Cost of Services). No property shall be acquired pursuant to this Agreement, which will need to be disposed of upon partial or complete termination of this Agreement.
21. **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.
22. **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, provided that pursuant to Sections 3 and 4, respectively, the County Manager or designated agent may approve up to two (2), two-year extensions of this Agreement and additional compensation to the County for additional service hours without further approval of the County Council.
23. **DOCUMENT EXECUTION AND FILING.** The County and Agency agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and Agency. Upon execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of the Agreement with the Agency Clerk, the Clark County Auditor, and the Washington State Secretary of State. Upon receipt by the Clark County Auditor of the signed originals, each such signed original shall constitute an agreement binding upon both County and Agency.
24. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.
25. **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 County and Agency have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be in effect as of the ____ day of _____, 2026.

CLARK COUNTY

CITY of RIDGEFIELD

Kathleen Otto, County Manager

Steve Stuart, City Manager

Approved only as to form:

ANTHONY F. GOLIK

Approved only as to form:

Kevin A. McDowell
Deputy Prosecuting Attorney

Janean Parker
City Attorney

Exhibit A – Rate Sheet

Exhibit B – 2026 Whatley Operations Plan

Actual Costs - 2024**2024 Whatley Actuals Data**

Description	Unit	
TREATMENT VOLUMES		
Decant Annual Total	Ton	2,739
Sweepings Annual Total	Ton	9,051
Total Import Volume	Ton	11,790
TREATMENT COSTS		
Decant	\$	273,926
Sweepings	\$	533,996
Decant Projected Treatment Cost	\$/ton	100.00
Sweepings Projected Treatment Cost	\$/ton	59.00
DISPOSAL COSTS		
Landfill cost	\$	544,724
Landfill (per ton): Incl. disposal, haul & refuse tax	\$	47.06

Whatley Operations Plan – 2026

Clark County Public Works

Decant, Street Sweepings & Road Maintenance Soils - Storage and Handling Facility

11203 NE 76th Avenue, Vancouver, Washington, 98662-3932

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1 Introduction

1.1 Mission/Purpose

Clark County Public Works, Roads Department (CCR) is committed to providing a long-term and environmentally functional system for non-hazardous road maintenance material generated throughout the county. This facility is essential for continuation of CCR operations as well as many other local municipalities that rely on the upper facility to service their communities.

The purpose of this plan is to provide a comprehensive overview and framework for operations, maintenance and site management of the upper facility, located west of SR 503 on the south side of NE 76th Street (11203 NE 76th St. – behind Lowe’s®). The plan adds CCR soils (see section 1.4) to existing decant and street sweeping materials currently accepted on the upper site and utilizes infrastructure already in place to treat (remove excess water), and stockpile for disposal in landfill, or reuse if materials meet definition of “clean soil” per Chapter 173-350-100 Washington Administrative Code (WAC).

Mitigated measures for street sweepings and decant material are already in place and soil materials are characteristically similar regarding contaminants. Testing of the south biofiltration swale has been added to this plan (see section 3.2) to address concerns regarding leachate. Stockpiling volumes of soil materials are expected to be much less than maximums described in section 1.3 due to an agreement (Appendix C5) with Columbia Resources Company (CRC). This agreement allows us to move materials with relatively short notice, meaning less time at Whatley and lower stockpile volumes.

Stockpiling of soils (with very few exceptions) would occur during warmer months due to seasonal nature of maintenance work practices. Pad runoff/leachate will be sampled at various stages of treatment (pad to swale, swale and post swale).

Currently all solid material*, including decant, street sweepings and soil related materials imported to the uncovered deck are expected to be treated and stockpiled to remove any excess water content, then transported to landfill.

Subgrade fill allowance was previously granted based on sample analysis results consistent with Stormwater Management Manual for Western Washington Appendix G, which has since (July 2019) been

updated. Following the update of [Chapter 173-350](#) Washington Administrative Code (WAC), Solid Waste Handling Standards in August of 2018, clean soil is defined as: "**Clean soil**" means soil that does not contain contaminants from a release. It also includes soil that contains one or more contaminants from a release and when moved from one location to another for placement on or into the ground:

(a) Does not contain contaminants at concentrations that exceed a cleanup level under chapter [173-340](#) WAC, Model Toxics Control Act—Cleanup, that would be established for existing land use at the location where soil is placed; or

(b) Contains contaminants that affect pH, but pH of the soil is between 4.5 and 9.5 or within natural background pH limits that exist at the location where soil is placed.

Examples of potentially clean soil may include, but are not limited to, soil from undeveloped lands unlikely to have impacts from release of contaminants associated with area-wide or local industrial or historical activities. This includes similar soils over which development may have occurred, but land use is unlikely to have led to a release, such as use for residential housing, or over which development provided protection from impacts from a release, such as coverage by pavement. Soil with substances from natural background conditions, as natural background is defined in WAC 173-350-100, is clean soil under this section.

The potential reuse of subgrade fill will be determined based on [Chapter 173-340 WAC](#), Model Toxics Control Act- Cleanup instead of the Stormwater Management Manual for Western Washington Appendix G in making the determination that soil is clean.

CCR reserves the right to resume reuse of the imported materials should regulatory changes and/or variances be made that re-establish and support this practice contingent upon Clark County Public Health (CCPH) and Washington State Department of Ecology (ECY) conditional use approvals. For clarification, references regarding reuse within this plan are only to support the future possibility of reuse; the only currently sustainable option remaining for CCR is to landfill materials that do not meet the definition of clean soil.

**This does not include gabion within stormwater treatment material, where the operational practice would separate stormwater soil from gabion (i.e. soil would go to landfill, and gabion would be reused in stormwater facility).*

1.2 Objective

This plan allows continuity for ongoing import of materials (decant and street sweepings) while providing (new) road maintenance soil-related operations an environmentally practical place to stockpile prior to landfill. The overall objective is to manage soils on the upper facility's uncovered deck to accommodate water runoff, treatment and stockpiling prior to landfill or reuse.

No negative impacts to the ongoing street sweepings and decant handling operations are anticipated. To reduce any seasonal burden on the existing biofiltration swale, stockpile durations on uncovered deck are expected to be reduced significantly with decant and street sweepings materials being sent to landfill.

1.3 Material Sources

Decant: This material is imported to Whatley from multiple agencies from around Clark County. It is comprised of materials common to eductor (Vactor®) trucks such as from catch basins, treatment vaults and sediment traps, etc. Estimate 3100 CY on deck maximum.

Sweepings: This material is also imported by multiple agencies throughout the area. Source of this material is from road surfaces and contains materials picked up by street sweepers including asphalt, rocks, roadside debris, leaves, etc. Estimate 8000 CY on deck maximum.

Overage: This material is not likely to accumulate on deck as in previous years. Previously, decant and sweepings materials were screened so they could be reused locally (the material screened out is called overage). If local reuse practices become a viable option in the future, 2000 CY on deck maximum would be estimated.

Ongoing roadside maintenance: This material is derived from roadside maintenance operations where various soil materials (see below) may need to be transferred from point of origin to a new location (away from roadside) for treatment, landfill or for reuse, depending on the quality of material and regulatory restrictions and/or approvals.

Road or roadside materials are subject to potential contaminants and/or pollutants originating from vehicles or other sources such as oils, washer fluids, coolants, greases, fuels, etc. For the general purposes of this plan, all materials imported to the upper deck (exception: gabion and new, unused materials) are expected to be tested by an accredited lab to verify material meets clean soil status if intent is to reuse that material.

For general identification of new materials added to this plan (as compared to previous plan), the following are grouped and referred to as “soil(s), soil material(s) or soil-related material(s)” throughout this plan.

- Shouldering - Dirt from shoulder of primarily rural roadways, comprised of dirt, organics (grass, weed, etc.) and de-minimus roadside rocks, wood, garbage, etc., estimate 250 CY on deck maximum: Shouldering and ditching are often performed simultaneously during road maintenance operations and generally occupy same truckload; typically considered as single source.
- Ditching - From primarily rural roadside ditches, comprised of dirt, organics (grass, weeds, etc.) and de-minimus roadside rocks, wood, garbage, etc., estimate 250 CY on deck maximum: Ditching and shouldering are often performed simultaneously during road maintenance operations and generally occupy same truckload; typically considered as single source.
- Swales - Like a ditch (above) but broader and shallower, typically April through October, estimate 250 CY on deck maximum: Swale material is typically dry (seasonal work) and to be placed directly on uncovered deck; however may occasionally be used as a barrier in second decant stage to expedite drying of decant material. Material from wet swales shall be processed with decant material to reduce impact to the biofiltration stormwater facility at south end of uncovered deck.
- Bank Cutting - Soil cut from primarily rural roadside banks for site distance, comprised of dirt, organics (grass, weeds, etc.) and de-minimus roadside rocks, wood, garbage, etc., estimate 250 CY on deck maximum: This material is included as an occasional and/or potential project need and not considered part of routine operations.
- Dig Outs - Dirt from below (typically) paved areas, such as a sunken or washed out

roadway, comprised of dirt, organics (grass, weeds, etc.) and de-minimus roadside rocks, wood, garbage, etc., estimate 250 CY on deck maximum: This material is included as an occasional and/or potential project need and not considered part of routine operations.

- Storm Water Facility Spoils - This is soil (gabion removed) from storm water facilities. Material will be sent to shaker to separate soil from gabion, estimate up to 200 CY maximum (does not include gabion)* under covered decant facility: The separated soil will be placed under covered deck following gabion being removed (by shaker) where soil will remain until sent to landfill. The leachate from stormwater spoils flows to the decant chambers, oil/water separator and treatment ponds. (see Rock Storage below for Gabion)

Due to seasonal maintenance, material is not considered “wet” as typically associated with Whatley drainage and cover needs, however cover will be provided under decant facility or by tarp should the need arise.

*Maximum under covered decant facility assumes changes in ecology block configurations. These temporary “bays” are expected to be moved as needed to support seasonal thickening needs of decant and stormwater materials. There is currently around 400 CY of total usable (configurable bays) space accounting for areas needed for loader maneuverability. See Appendix B6 for currently configured Ecology Block (“bay”) volumes.

- Rock Storage - Gabion will be rinsed under covered facility (see Appendix G6), This will allow CCR to reuse the gabion at stormwater facilities to save on costs of purchasing new rock and preserve landfill space. Estimate 100 CY maximum of gabion being processed/rinsed under covered decant structure.

New/clean gabion and/or other rock or remnants from road surfacing (chip seal) may be placed in expandable bay(s) near SW corner of uncovered deck for stockpile. A rock stockpile maximum of 500 cubic yards (total on-site maximum) includes the 100 CY volume under the covered decant structure.

NOTE: The following solid materials are not priority materials for our operation and only listed in this plan for a specific project use or convenience. If uncovered deck space is insufficient, these solid materials will not be allowed and/or shall be removed to make room for street and soil materials.

- Asphalt and Concrete Remnant Materials - These materials are typically recycled at an established facility, and generally not something that would reside on the uncovered deck; however we do reserve the capability to temporarily store this material (separately, not comingled) in the unforeseen event of a temporary closure of a recycle facility. Asphalt remnants may be temporarily stored on the uncovered deck until enough is stockpiled to make a trip to landfill or to an alternate recycling facility if available. Asphalt and concrete remnants shall not be stockpiled in excess of 250 cubic yards cumulatively.
- Hydro Excavation Materials - Water/Mud mixture from “jetting” to excavate soil instead of backhoe/excavator type of machinery - This material is not expected to be imported to the site, but if an isolated need arises to process this material; the reason, quantities, etc. shall be

documented in site logbook, along with any observations related to offloading, treatment, etc. This material would require the decant treatment process due to wet nature of material. No CY volume is set, as this would be a very unusual and isolated import (if it were to occur at all), and the bulk of import would likely be water from jetting process (not solids).

General equipment and storage materials that are required for day to day operations of the site are covered in Section 1.5 of this Operations Plan.

1.4 Site Clarification

There are two distinct areas of this facility as follows:

Upper Facility: The upper facility is the focus of this operational plan. This includes the decant structure and large (77,350 ft²) uncovered, impervious paved area (Re. uncovered deck). This is where decant, sweeping, and roadside maintenance materials described in section 1.3 are accepted, treated, and stored. The upper facility is also utilized to store front-end loader, shaker or other temporary equipment that may be needed for screening, transferring, moving or treating materials.

Lower Facility: The lower portion of Whatley is not part of this plan and mentioned here only to clarify the separate function. This area was previously quarried for gravel and shall be regulated separately through ECY and DNR (Washington State Department of Natural Resources). Currently, no materials are being imported or exported within this lower portion.

1.5 Site Components

The upper facility consists of the following major components:

- Covered, open-sided steel structure which contains off-loading pads, treatment chambers and a containment area for dewatered decant material
- Large uncovered, impervious deck for material treatment and stockpiling
- Two treatment ponds in series (preceded by an oil/water separator)
- Conic spreader basin
- Biofiltration swale with impervious liner, established vegetation and two flow spreaders
- Wash station for tire cleaning and equipment hosing, with separate treatment pond
- Truck scale
- Front-end loader(s)
- Portable toilet
- Sink for hand washing
- Shaker, used for separating rock from soil (stormwater facility gabion material)
- Portable trailer (modular) for site attendant
- Walk-in storage container for small equipment, tools and supplies
- A supply of ecology blocks for use as needed

1.6 Decant Facility (Treatment)

The decant facility is where materials retrieved from storm drain catch basins, wet soils, drywells, swales (if wet) and piping systems are placed so that solid waste materials from storm drainage cleaning can be separated from the liquids, treated and stored for reuse or disposal.

Maintenance crews operate eductor trucks (Vactor® is a common brand of truck) that use an industrial vacuum to remove material from drainage systems. The material consisting of dirt, gravel and sediments settled out of stormwater in solid

form, semi-solid or slurry condition is vacuumed into a holding tank on the truck for transport and later processing.

The decant facility contains a series of pads and chambers that allow the solids to settle while the liquids continue through an oil water separator to the ponds. Two ponds in series are lined with a 24 mil PVC to prevent water from infiltrating. Liquid is carried over to the first pond to a depth of approximately 2 feet until it overflows into the second pond, where it remains before evaporating. This process occurs roughly 8 months of any given year. If this second pond reaches capacity, a gate valve on the north end can be opened to drain water to the sanitary sewer system. The sanitary sewer goes to the Salmon Creek Treatment Plant, which outfalls to the Columbia River. *Note: Bypassing of existing ponds, with flow going directly to sanitary sewer may be included as part of “master planning” described in Section 2.*

Eductor trucks unload excess water in the tank onto the east covered, sloped concrete pad area of the decant facility where liquid drains to the settling chamber. Once excess water is removed, eductor trucks proceed to the scale to determine solids import weight, and then off load solids to the west covered, sloped concrete pad area.

The liquid continues to travel through treatment chambers until it evaporates in pond or flow continues to sanitary sewer. The site attendant transfers the thicker material unloaded onto the west covered, sloped concrete pad to the dewatering storage area located on the asphalt pad (south-section, within the covered facility). This asphalt storage area uses ecology blocks to contain the bulk of this material (when wet until relatively dry) and the base/floor slopes toward the concrete pads so that liquids continue to drain to the treatment system. The material remains there long enough to drain and dry out (evaporate) the bulk of excessive water.

Natural attenuation is used to facilitate pollutant removal and speed the drying process. Over time, natural processes including native fungi, bacteria and other microorganisms help reduce some contaminants. Once material is thick enough, the solids in the south covered, asphalt storage area are then moved outside to the uncovered deck described in following Section 1.7.

1.7 Uncovered Deck

The uncovered, impervious deck is where materials are separated, treated (volume and contaminate reduction), and ultimately stockpiled for landfill or reuse. To optimize deck space availability, materials with similar established levels of contaminants may be stockpiled with other materials of the same relative level (Re. Model Toxics Control Act (MTCA)) if both materials are intended for landfill.

The uncovered deck shall continue to serve in the treatment and stockpile capacity for decant and street sweepings along with soil-related and other materials as-described in Section 1.3. This plan is intended to address soils with routine contaminate levels below MTCA Method A, Unrestricted commonly associated with decant solids or sweepings materials (AKA clean soils). The plan does not address materials having excessive contaminant levels such as illegal dumping or hazardous waste. These materials will be cleaned up at point of origin by an appropriate hazardous waste contractor and not transported to Whatley.

Soil-related materials known to be below MTCA Method A, unrestricted contaminate levels are routed directly to the uncovered deck area, with these exceptions:

- Swale material is generally dry (dry weather seasonal maintenance work); however, an unusual or emergency event could warrant road crews picking up wet swale

material. In this

event, the load may be directed to the decant facility. Landfill will not accept loads with “free liquid”; meaning an excess of twenty-five gallons per contained load of waste (must meet paint filter test requirements of EPA Method 9095). In this instance, water would be removed, and solids processed with regular decant material.

- Imported materials containing excessive water content may, with prior approval of site attendant, drain off excess into the decant facility to minimize potential runoff when placed on upper deck area. Typically, soil-related imports to decant structure are not accepted as they are usually dry in nature. Occasionally, dry material (typically the same material) is used to hold the wet material within ecology blocks and to expedite drying if space is needed due to seasonal loading; this is performed at the south covered, asphalt area.

Water from this process either evaporates or flows to a conic spreader basin, followed by a biofiltration swale with an impervious liner and established vegetation. The swale distributes water across two flow spreaders and through the vegetated area prior to entering a ditch inlet leading to the lower site where it seasonally evaporates.

All solid materials imported to the uncovered deck will remain uncovered for 2026 operations. Daily cover is not required at this time, but will be re-evaluated following one year of sampling of the South biofiltration swale (see Chapter 3; Monitoring and Testing for more details) to ensure its functionality is appropriate and contaminants are not extending into the environment past the southernmost outfall. Prior to approval of a 2028 Operations Plan, sample results will be evaluated by CCPW Clean Water Division and CCPH Solid Waste Enforcement. In the event results are in exceedance of MTCA Method A Cleanup Level standard for non-industrial use, the management and cleanout schedule for the bioswale will be evaluated in addition to the operational management of the solid materials kept on the uncovered deck.

2 Permitting, Regulations and References

Regulations cover a broad range of subjects found throughout sections of this document. CCR shall review this plan at least every two years and/or prior to any changes considered for implementation that could affect the overall process or treatment. If necessary, the plan may be modified with the approval of or at the direction of CCPH.

New references to future site planning shall be forthcoming as master planning is initiated*. A master plan is needed to fully understand the needs of CCR, and our participating agencies listed below, and what we should be looking to provide in the future. Some of the topics (not all inclusive) are:

- Do we need to expand or modify current site?
- Should we look at a separate or additional site(s)?
- What are costs of new items?
- What is expected lifecycle of site?
- What do we estimate we will need in next 20+ years?
- What volume projections do each of the agencies anticipate over next 5-10 years?
- What are other agencies doing with their materials (are there better options)?
- Are there other programs such as the fall leaves program CCR shares with the City of

Vancouver that may benefit through this master planning process (Not directly associated with this Plan or

Whatley, but talking with the different agencies could present an opportunity to discuss other environmental items)?

Master planning conversations were initiated in early 2020. The COVID-19 pandemic affected funding sources, which delayed the implementation of consultant services and funding from external agencies needed to execute process.

In 2026 the county awarded a contract to Maul Foster & Alongi Inc. for to perform a site assessment of the Whatley Decant Facility. As this work continues, the master planning process is anticipated to be continued over the next two to three years, and shall involve internal departments, participating external agencies, other similar facilities, consultants and regulators. As the master plan is being developed, new items/directions shall be reviewed and discussed with the entities stated above. CCR shall follow this plan while master planning occurs and continue to look for ideas to incorporate into master planning and ways to improve the existing processes.

Whatley is an accredited ISO14001:2015 facility, which embraces continual improvement and encourages open communications through the Environmental Management System (EMS), including our own strategic and work plan processes. This plan helps demonstrate our commitment to the EMS by ensuring the numerous checks-and-balances are reviewed during the implementation of changes.

Various regulators cover a wide variety of aspects at the Whatley site. The following is a general (not all-inclusive and in no specific order) list of agencies that most commonly influence permitting, daily procedures and practices within this operations plan.

- Washington State Department of Ecology (permits, regulator)
- Clark County Public Health (permits, regulator)
- Washington State Department of Natural Resources (permits, regulator)
- Washington Department of Motor Vehicles (trucks, hauling)
- Washington Department of Labor and Industries (county & contractor staff)
- U.S. Department of Agriculture (weed management, scale certification)
- Washington Department of Fish and Wildlife (ducks, birds, etc.)
- Washington Utilities and Transportation Commission (landfill, hauling)
- U.S. Forestry Service (trees)
- U.S. Bureau of Land Management (general, land)
- Partnership Agencies such as the City of Vancouver, Washington State Department of Transportation, City of Battle Ground, City of Camas, City of Washougal, along with other non-partnering (no voting representative at steering committee), currently the City of La Center and City of Ridgefield.

Numerous regulations, practices and documents were consulted during the development of this plan. Many commonly referenced sources are listed below. This list is not intended to be all-inclusive and does not imply any un-listed regulations or restrictions are less applicable.

- Solid Waste Handling Standards [WAC 173-350](#)
- Solid Waste Management – Reduction and Recycling [RCW 70A.205](#)
- Solid Waste Management – Clark County Code [Chapter 24.12](#)
- Dangerous Waste Regulations [WAC 173-303](#)
- Model Toxics Control Act (MTCA) [RCW 70A.305](#)

- Clark County Comprehensive Solid Waste Management Plan [Chapter 8: Miscellaneous Waste](#)
- Stormwater Management Manual for Western Washington – July 2024([Publication 24-10-013](#))
- Clark County Stormwater Manual 2021 – Book 3 Source Control, Appendix 3-E, Recommendations for Management of Street Wastes
- Clark County Public Health – Whatley Pit Decant Facility Solid Waste Handling Permit
- Sand and Gravel General Permit, WAG501020 –[Washington State Department of Ecology](#)
- Phase I Municipal Stormwater Permit, S5.C.10.G - [Washington State Department of Ecology](#)

3 **Monitoring & Testing**

This section covers stormwater facilities, outfall of decant liquids to pond, sanitary sewer, material stockpiles and general site.

3.1 **Stormwater Monitoring**

The National Pollutant Discharge Elimination System (NPDES) Permit Program is delegated to Ecology by the US EPA. Whatley Pit has an Ecology Sand and Gravel Permit to meet both State requirements under [Chapter 90.48](#) of the Revised Code of Washington, Water Pollution Control and the federal Clean Water Act.

Stormwater systems require active monitoring at stormwater collection areas for Process Water and Mine Dewatering Water (NAICS Code 212321) in accordance with the requirements of the Sand and Gravel General Permit as indicated on Table 1. Stormwater design meets the requirements of the Clark County Stormwater Manual and [WAC 173-350-320](#). Monitoring Guidance is located on the Department of Ecology web site: [Monitoring Guidance](#)

Table 1: Stormwater Monitoring Points

Monitoring point label	Type of discharge	Receiving water	SIC codes	Parameters	Frequency
G001 (Road Q)	Stormwater	Groundwater	1442	Oil Sheen	Daily (when runoff occurs)
G002 (Rack Q)	Stormwater	Groundwater	1442	Oil Sheen	Daily (when runoff occurs)
G003 (Pad Q)	Stormwater	Groundwater	1442	Oil Sheen	Daily (when runoff occurs)
WD01 (Pond)	Stormwater	Groundwater	1442	Oil Sheen	Daily (when runoff occurs)

A routine visual inspection is also performed by CCR at least monthly to confirm oil sheen is not present and that the oil-water separator is functioning properly. The accumulated oil must be removed when it reaches a thickness of 1 inch. The bottom sludge must be removed when it reaches a thickness of 6 inches. Additional CCR inspections shall be made if problems develop. The following monthly inspection items are also evaluated and recorded on field inspection

documents:

- Date of inspection
- Person(s) initials performing inspection
- Any evidence of runoff
- Any evidence of spills
- Functionality of storm drains
- Functionality of any alarms or sensors
- Any items fixed since previous inspection(s)
- Content status of spill kit(s)
- Chemical labels and storage
- Safety Data Sheet availability
- Weather conditions during inspection
- Other notes and/or observations

If ponds cannot adequately handle flow from the decant facility during heavy rain, it may be necessary to divert excess water into the sanitary sewer system. The valve from the second pond generally remains in the closed position during fair weather and is opened during rainy season. Sample points (including ponds) may receive only seasonal flow (i.e. a sample is not always available) and will vary according to best management practices of the facility.

The south deck biofiltration swale (See Appendix B5, monitoring point label G003) and associated sediment traps are inspected at least monthly by CCR and may include guidance from Clark County Road Operations Water Quality section personnel related to sediment buildup or operability. As necessary, but no less than quarterly, the sediment traps shall be cleaned out and the material introduced into the decant bay as an imported product, as this material may be wet and not suitable for direct movement to the uncovered deck. Hay bales, ecology blocks or other sediment control provisions may be employed to reduce sediment transport from the deck into the sediment traps and biofiltration swale.

Major maintenance such as re-grading the biofiltration swale for sediment removal will be scheduled as needed based on routine inspections and/or results of biofiltration swale water quality monitoring described in section 3.2. Maintenance will be performed according to the requirement of the Clark County Stormwater Manual.

3.2 South Biofiltration Swale Performance Monitoring

CCPH has requested monitoring of the South Biofiltration Swale located at the southern end of the uncovered upper deck. Sampling and testing will be performed on leachate from the uncovered deck at a minimum of two (entry and exit) locations as follows to verify proper functioning of the swale system:

- Pad to Swale Influent: Sampling immediately upgradient of the sedimentation manhole will characterize influent leachate derived from all piles on upper deck.
- In-Swale Effluent: Samples of the Swale Effluent shall be taken at the South Swale Outfall.
- Influent and Effluent Swale Sample results shall represent the swales overall treatment ability, where the effluent is expected to meet or exceed MTCA's Table 720-1 Method A Cleanup Levels for Groundwater. Influent and Effluent Swale sample results shall be provided to Public Works Clean Water Division (CWD) to determine system performance and check for report anomalies. Results shall also

be provided to CCPH.

Sampling will occur at least twice per year, once each in the second and fourth quarters when runoff is occurring. Additional sampling and testing may be conducted if requested by CCPH or CWD but is still subject to flow availability.

3.3 Discharge Monitoring Report (DMR)

Stormwater related monitoring is performed at least monthly and results are reported to ECY and maintained through “SAW”, a Secure Access Washington Electronic Signature Account on a quarterly basis. Original documents (field inspections) are recorded and maintained in the Stormwater Pollution Prevention Plan binder, located at 4700 N.E. 78th Street, Vancouver, WA. 98665 by Whatley Site Coordinator.

CCR submits quarterly (stormwater) discharge monitoring reports to ECY electronically through the ECY’s Water Quality Permitting Portal. This is performed by the Whatley Site Coordinator, who has been approved by County Management and ECY through a signature authority delegation letter process.

3.4 Sanitary Sewer Monitoring

The Modified Industrial Stormwater General Permit does not require sampling of stormwater discharged to sanitary sewer. The County continues to monitor annually to identify any significant changes. The following (Table 2) are the listed methods for each analyte, and bold are methods we request:

Table 2: Sanitary Sewer Monitoring, CRWWD*

Method(s): <i>Bold indicates typical performed tests</i>	Analyte
6020A , 6020B, EPA 200.8	Arsenic (As), Beryllium (Be), Cadmium (Cd), Chromium (Cr), Copper (Cu), Lead (Pb), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Zinc (Zn)
7470, 7470A , 7471, 7471A, 7471B, 7473	Mercury (Hg)
1664A , 1664B	Non-Polar Fats, Oils & Grease (FOG)
EPA 150.1, EPA 150.1M , 9040B , 9040C, 9045, 9045C, 9045D	pH
EPA 180.1 , 180.1-F , SM 2130B, SM2130B-F	Turbidity
EPA 160.5, SM 2540F	Settleable Solids
EPA 418.1, EPA 610, EPA-TO-13, NWTPH-DX , DXSG, GX	Total Hydrocarbons

Sanitary sewer sampling is typically performed at the north point of the secondary pond, in front of the valve that controls flow to the sanitary system. If the secondary pond is not discharging or dry, then sampling may be taken at the first pond as needed.

*Clark Regional Wastewater District (CRWWD), sewer purveyor will receive any sanitary sewer flows from the Whatley Decant Facility and convey the flows to the Salmon Creek Wastewater Treatment Plant.

3.5 Decant, Sweepings and Soil Testing

We have an agreement with (CRC) Columbia Resource Co., L.P. (a subsidiary of Waste Connections®), who has exclusive hauling rights under Washington Utilities and Transportation Commissions certificate (G-253). This (landfill) disposal option is expected to significantly reduce seasonal deck pile sizes by negating the need to stockpile in comparison to former seasonal reuse operations (i.e. testing time, staff time to compile and send results, regulatory review for reuse etc.).

All imported materials stockpiled on site may be tested for potential reuse, although there are currently no longer allowances for reuse as subgrade fill material outside of the [WAC 173-350](#) definition of clean soil. Imported stockpiled materials are anticipated to be transported to landfill unless material is tested for and meets “clean soil” standards, or conditional reuse of material(s) is approved by CCPH and ECY.

Any hypothetical reuse materials will be held until appropriate testing results are finalized by accredited lab (typically 2-6 weeks). Following acceptable results, the lab report would be sent to CCPH and ECY for local reuse conditional approval. If no reuse options are available to CCR, materials would go to landfill.

** Note: Once any material placed on the uncovered deck is tested, no additional material may be added to that stockpile. In the event material is inadvertently added to the stockpile following testing, the entire stockpile must be retested to ensure validity of test results prior to reuse.*

All materials stockpiled on the uncovered deck may contain some level of contaminants originating from vehicle releases of petroleum, oils, greases, various traces of metals, etc., which may adhere to small soil particles and dust located on surfaces. Water from imported material or direct rainwater can transport these particles to the biofiltration swale where it settles and collects. The remaining water may evaporate or flow to pit base on site. There are temporary, seasonal puddles at the pit base in the center area of the lower pit.

Reduced stockpile volumes are expected to reduce seasonal loading to the south biofiltration swale. Based on current operations with the new agreement in-place (See Landfill Agreement, Appendix C5), we are confident that CRC will be able to accommodate trucks as-needed to keep soil-related stockpiles at a minimum once the current volume of material on the uncovered deck is transferred to landfill.

3.5.1 Reuse Testing

There are currently no allowances for reuse of materials imported to Whatley as subgrade fill material outside of the definition of clean soil. This subsection indicates what tests and methods are currently monitored to ensure we meet landfill criteria.

Materials destined for landfill shall be tested by an accredited laboratory by type of material to provide a baseline of contaminate probability, but not necessarily each

stockpile shall be tested.

If a laboratory report indicates problems, such as QA/QC inconsistencies, qualifiers issued from lab, etc. retesting may be appropriate for that material.

Table 3: Solids and Soils Testing

At a minimum, the following tests are performed on stockpile materials, however, testing may be extended, altered, or eliminated with approval from the facility accepting the waste (the landfill gets the approval through the State of Oregon Department of Environmental Quality (DEQ) using the lab results we send them), ECY and CCPH.

Description of Testing	Method
Semi-Volatile Organic Compounds (GS/MS SIM)	8270D, E SIM
NWTPH (no Silica Gel Cleanup)	NWTPH-Dx
Metals (Priority Pollutant w/SPLP Extraction – ICP/MS) Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Nickel, Selenium, Silver, Thallium and Zinc	6010C, 6010D, 6020B
Mercury (CVAA)	7470A
pH	9045C
Percent Dry Weight (Solids) per ASTM D2216-80	D2216-80
VOC's, BETX (benzene, ethylbenzene, toluene, xylenes), MTBE	8260C
cPAH (carcinogenic polyaromatic hydrocarbons)	calculation
Ethylene Dibromide (EDB and DBCP)	8011
Chromium, Hexavalent	7196A
Gasoline Range Organics	NWTPH-Gx

To determine carcinogenic polyaromatic hydrocarbons (cPAH's) for regulatory reporting, the measured concentration of each carcinogenic PAH in the sample is multiplied by its corresponding toxicity equivalency factor (TEF) in Tables 708-2 and 708-3 of [WAC 173-340](#) to obtain the toxic equivalent concentration of benzo(a)pyrene for that carcinogenic PAH. The toxic equivalent concentrations of all the carcinogenic PAHs within the sample are added together to obtain the total toxic equivalent concentration of benzo(a)pyrene for that sample. This must be calculated and given to the CCPH and ECY when reporting data results.

3.6 Pile & Other Monitoring

Decant solids, street sweepings and soil materials testing occur at stockpile location(s) of each material. Pile monitoring consists of maintaining pile size within confines of storage deck, checking for odors, vectors, leachate, standing water and signs of contaminants that are outside of the normal operational boundary; piles are also monitored for signs of potential combustion. Any monitored items that present a concern to the site operator shall be reported immediately to supervisory personnel and evaluated for proper course of action and all concerns shall be forwarded to the Whatley Site Coordinator for ISO14001:2015 evaluation.

3.6.1 Dust Control: In the event of extended dry periods, wind events and/or excessive dust issues, CCR will utilize their water truck to lightly coat gravel/dirt access ways to minimize dust and shall provide routine sweeping of pad and paved areas as needed to maintain site aesthetics and prevent/control dust nuisances. These vehicles are not stored on site but are readily available. Note: Operational changes to export materials to landfill are likely to reduce dust concerns by reducing overall volume of materials on site.

3.6.2 Odors: In the event of odor complaints, CCR personnel shall determine source of odor and report their findings to a supervisor. If the odor is found to be emanating from within the site or the right of way of the site, the supervisor shall make every effort to ensure the source is removed and/or neutralized as quickly as practical. Note: Operational changes to export materials to landfill are expected to be a significant and positive improvement in controlling odors through reduced volumes of material stockpiled.

3.6.3 Vectors: Material allowed to be stockpiled for too long is the most likely attraction for mice, rats and birds. Stockpiles shall be managed so they are temporary, and in accordance with [WAC 173-350-320](#) and the associated permit. CCR will ensure piles are turned as needed to minimize vector attraction and hot spots from organic decomposition. Note: Operational changes to export materials to landfill are expected to improve vector attraction reduction by reducing volumes of material stockpiled.

3.6.4 Noise: It is expected that equipment, such as shaker, loader and trucks will continue to operate on the site during regular business hours as they have in the past years. CCR shall continue to restrict the use of louder equipment at the site by limiting loud operations from 7 am to 4 pm. Truck traffic and loading operations may extend beyond the normal operating hours provided they do not present noise or other issues to adjacent neighbors.

3.7 Sampling

Whenever sampling is performed, it must be representative of the material. The following quantity of subsamples taken per pile size will be collected at a depth of 6-12 inches within a pile. The number of minimum subsamples per composite is determined by the quantity of material as-follows:

0 - 100 cubic yards	_____	3 subsamples
101 - 500 cubic yards	_____	5
subsamples 501 - 1,000 cubic yards	_____	7
subsamples 1,001 - 2,000 cubic yards	_____	10 subsamples
>2,000 cubic yards	_____	10 subsamples + 1 sub-sample per each additional 500 CY

After a sample has been taken from a pile, no material will be added to the pile.

3.8 Site Maps Description

Various maps of the site are included as appendixes and identify places where water collects, along with treatment and production areas, buildings, etc., including:

- Directions to Whatley (Appendix B1)
- Traffic flow patterns (Appendix B2)
- Site Layout (Appendix B3)
- Decant Treatment Flow (Appendix B4)
- Stormwater Flow (Appendix B5)

A copy of this plan, including site maps is located inside the portable office at Whatley. Copies also are available through the Whatley Site Coordinator located at the Clark County Public Works Operations Center Complex, 4700 NE 78th St. Vancouver, WA 98665.

3.9 Non-Compliance Procedures

Any instances of non-compliance with regulations pertaining to this Plan shall be addressed in a timely manner and within the boundaries of reporting criteria set within pertinent regulations. If an issue of non-compliance is identified, the person who identified the problem should refer to Appendix A Site Contact List and inform appropriate persons.

Note: Whatley is an International Organization for Standardization (ISO14001:2015) accredited facility. Identified issues shall also be reviewed through the Environmental Management System to ensure proper and timely correction measures are taken. This program also requires follow up to determine the root cause, what improvements can be made to ensure compliance and to evaluate improvement options.

4 Maintenance and Services

4.1 Site Maintenance

4.1.1 Pile Maintenance

All material stockpiles shall remain uncovered* to support natural attenuation through sunlight and airflow, also eliminating burden of covering, anchoring, uncovering and anchoring tarps.

Decant and street sweepings materials have not traditionally needed to be covered, and new soil material contains similar analytes.

Water may be applied to piles to control excessive dust (as is the practice with decant and sweepings piles) and turning material can also help. Piles can also be removed or covered (removal preferred). Any unforeseen circumstances on uncovered deck area requiring tarps and/or containment by ecology blocks will be managed accordingly. CCR has plenty of ecology blocks on-site and tarps are available for purchase (Lowe's® is a neighboring property).

(CRC) Columbia Resource Co., L.P. (a subsidiary of Waste Connections®) is not expected to have any difficulty in "keeping up with" CCR's ongoing accumulated materials, enabling CCR to maintain lower soil-related stockpile volumes. Materials will still need to be stockpiled to remove excess water content.

* Appendix B4 identifies two covered eco-block areas where soil-related materials shall be placed in the event they contain excessive liquid or otherwise require containment. These covered containment areas are initially anticipated to be utilized for stormwater facility soils with gabion (one area for newly imported material and second for a gabion rinse area), although either may be used for any material on a priority-need basis.

4.1.2 Oil / Water Separator

The oil/water separator shall be maintained in accordance with ECY's Best Management Practices (BMPs). The oil water separator shall be inspected monthly at a minimum; however, is generally inspected more often by site attendant. Oil absorbent pads are to be replaced as needed but should not remain in the separator longer than four months.

4.1.3 Storage Ponds

The lined ponds shall be maintained in such a manner that they are functional. This will include mowing, fertilizing and reseeding as needed.

The grass around ponds shall be maintained regularly during the summer, and vegetation within pond maintained to promote growth and encourage pollutant uptake. Grass height shall not be cut below the design flow depth. Performing general cleanup around the ponds provides a good opportunity to inspect the ponds for signs of oil or grease, helping to verify proper functionality of the oil/water separator system.

The ponds shall be inspected at least monthly to ensure correct function. Excessive sediment accumulation should be removed with care to avoid compaction of the basin floor. Side slopes shall be mowed to promote dense turf growth; twice a year is generally the rule.

4.1.4 Catch Basins

Catch basins are monitored, maintained and cleaned by CCR, with requested input from Clean Water Division (CWD) of Clark County Public Works, on an as needed basis.

4.1.5 Sweeping Road and Pad

Street sweeping shall be performed on paved roadway and uncovered deck in areas not being utilized for stockpiling. The frequency of sweeping will be based on condition of the areas mentioned, and if there are any concerns of tracking any materials outside of the site.

4.1.6 Road Watering

The roadway within the confines of the site shall be monitored for excessive dust and tracking of materials outside of the site. In the event of this occurrence, water shall be sprayed onto dirt and/or gravel roads as appropriate to keep dust down.

4.1.7 Signage

The county has been successful with training employees and external agencies regarding where material imports need to be staged or disposed. At this time, the county does not foresee any changes or the need to add additional signage. Any necessary new signage will be added if and when needed. Signs shall be inspected on a monthly basis to ensure they are applicable and in good readable condition.

4.1.8 Perimeter Access and Security

The decant facility is surrounded by a locked, fenced area which has targeted surveillance cameras with license plate reading technology. In addition to the physical security measures, a site attendant is also intermittently present during operation hours. A monthly inspection shall be performed by site attendant that includes a complete walk around the perimeter of the facility. The perimeter shall be inspected for any breaches to fencing or bypasses over or under fencing and address any potential problem areas which may be inhabited by uninvited wildlife, persons or other potential breaches.

Vehicle access is through an automated gate, controlled by issued access cards. This site does not allow general public access, although it is possible to enter by following a vehicle with proper access through the gate; in this instance, the site attendant may redirect those persons.

The Whatley Site Coordinator shall periodically review, and update known changes to the site access card list, in conjunction with Clark County Facilities Management that maintains the list. This is to ensure that the list is up to date with partnership agencies and appropriate personnel; as well as ensuring training records are up to date

4.2 Other Site Support

4.2.1 Facilities

Persons utilizing the facility should exercise common courtesies in keeping the site clean and garbage-free, however, day to day housekeeping is typically the responsibility of the site attendant and Facilities building maintenance. Clark County Facilities provides janitorial and building maintenance services.

4.2.2 Landfill Agreement

CCR has secured landfill services through Columbia Resources Company (CRC), a Waste Connections subsidiary. This provides landfill services (including hauling) for all materials stockpiled at Whatley but does not cover processing of materials at the site.

4.2.3 State Contracts

Although Whatley does not allow hazardous materials on site, we maintain contracts to serve as a mechanism to handle contaminated “hot” loads. Vendors available through those dangerous and/or hazardous waste contracts may be used to serve this purpose should an unforeseen event occur (such as Clean Harbors®, Cowlitz Clean Sweep®, Emerald Services®, Stericycle®, etc.).

4.2.4 Staffing

Whatley staffing is through CCR, and support is available and effective that covers absences of site attendant such as sick leave, vacation, training, etc.

4.2.5 Weed Control

Clark County Vegetation Management provides services to control and eradicate noxious weeds that might establish at this facility. This is performed throughout the year as a precautionary measure and has proven very successful in maintaining site perimeter aesthetics.

4.2.6 Garbage & Recycling

Waste Connections® provides services to pick up garbage and recyclable items that are generated on the site as part of general maintenance and operations. This is separate from the agreement with CRC described in 4.2.2. This service is for the garbage and recycling containers that are used by site attendant and others.

4.2.7 Portable Facilities

CCR has contracted services to provide drinking water, a portable toilet and a hand washing station for users of the facility. This will be addressed with attendant building replacement and/or master planning.

4.2.8 Screening Service

CCR currently has an extendable service contract, renewable annually, to provide screening services for materials intended for reuse. Landfill operations may eliminate this need.

5 Authorized Users and Access

This section expands on Perimeter Access and Security (Section 4.1.8) and covers training that is needed and other requirements for agencies to utilize the site.

5.1 Authorized Users

The Whatley facility is not open to the general public. Authorization to use Whatley may be granted to a municipality or governmental agency that meets CCR's application requirements and terms. Each agency that utilizes this facility has an interlocal agreement on file with CCR, and a copy is available through the Whatley Site Coordinator, located at Clark County Public Works, Maintenance and Operations, 4700 NE 78th Street, Vancouver, WA 98665, in Building A. In addition to the agreement with an agency, the following must be completed:

5.1.1 Submit Request

Contact Whatley Site Coordinator regarding partnership opportunities at the Whatley facility. An Interlocal Agreement and approval through existing (steering committee) partnership agencies and other specific authorization is required to use this facility.

You may contact the Whatley Site Coordinator at (564) 397-1664 or by email: alexandra.hourani@clark.wa.gov or pubwks.cservice@clark.wa.gov.

All requests to utilize the facility are subject to approval by the Clark County Director of Public Works and the Clark County Council and/or County Manager.

Evaluation information will be needed from applicant to help determine practicality of moving forward in the creation of an interagency agreement. The following information will help us determine, but does not constitute a guarantee of acceptance related to your application as an authorized facility user:

- Type and source of material (Road maintenance, sweepers, eductors)
- Volume of material (per month and annual total, maximums and minimums)
- Is this an ongoing or project activity?
- What type of equipment/vehicles are utilized? Can they discharge liquids and solids separately? Do any exceed a 2,500-gallon capacity for liquids?
- Is applicant looking to utilize Whatley as a permanent or temporary site to manage this material? What does applicant currently do with this material?
- Are there any known exceedances of contaminants in the material?
- Does applicant's material contain dangerous or hazardous waste?

New applications may be denied if site is at or above capacity as this could subject existing partnership agencies to reduced site availability. Limitations on volumes accepted or seasonal restrictions to the applicant may also be applied.

Applicant may be subject to a different rate structure than agencies who contributed to the initial capital expenditures to build this facility. Also, unless a "buy in" is offered to applicant, the new member (if accepted) will not have voting privileges on the steering committee.

5.1.2 Attend Training

Training is required for all individuals that will be importing materials to the site and emphasizes how to identify contaminated materials (what to do and what not to do). Training will not be required for fire department, administration, contractors, haulers and other personnel not transporting materials onto site. Training is provided through an on-line system for County

employees. For all other material importers, training is provided in several formats to suit individual needs.

Persons needing access to the site will need to verify they have completed the training prior to being issued an access card. Generally, new employees (of external agencies) are trained at their work location and the manager or supervisor of that agency will provide verification training has taken place. Once verification is received, a request will be submitted through Clark County Facilities to issue the individual an access card. Training records shall be kept on file by the Whatley Site Coordinator.

Training is typically restricted to an initial session only and no follow up or additional training is currently required. However, the County reserves the right to require additional training as needed. A major change in operation may warrant a training update. In this event, all applicable persons would need to either retrain or otherwise verify they are aware of applicable changes.

For individuals or agencies receiving new access cards or reactivating cards, it generally takes 3-5 business days to obtain access. The Whatley Site Coordinator will notify individuals when cards are ready for pick up. The person who is trained must be present to sign for and pick up access card from Facilities Management, located at 816 West 13th ST, Vancouver, WA 98666.

5.1.3 Provide Proof of Liability Insurance

Each authorized user will maintain insurance coverage as outlined in agreements with Clark County. Proof of insurance will be provided in accordance with procedures and requirements in agreements with Clark County.

5.2 Site User List, Facility Access Cards

Access cards are issued to individuals for an authorized municipality or governmental agency. They are not to be given to unauthorized persons or an agency that has not fulfilled the proper application requirements listed above.

Selling, giving or loaning an access card without prior consent of Site Administrator is considered unauthorized use. Any person suspected of unauthorized use of an access card will have card access immediately revoked.

The County maintains a list of all authorized card holders. Individuals requiring access for purposes of importing materials to the site are subject to Whatley specific training.

When an employee of an agency terminates employment, it is the responsibility of the partnering agency to return the access card. Notification can be made via email or phone call. CCR will do periodic reviews with partnering agencies to be sure that access card lists are updated and current.

6 Criteria for Revocation of Authorization

Clark County reserves the right to revoke authorization to Whatley for any of the following:

6.1 Approved Materials Only

Only liquids, solid waste and soils identified in this plan can be disposed of at the facility.

6.1.1 Contaminated (Hot) Load, Dumped in Facility

Disposal of waste collected from transfer stations, sanitary sewers, sites associated with production of solvents, fuels, PCBs, pesticides, or radioactive materials is specifically prohibited.

Discharging of any material commonly referred to as a “Hot Load”; meaning any load known to have excess oils, greases, hazardous wastes, or any other constituent that would likely result in a lower level of treatment or a complete failure in the treatment process is prohibited. See Section 9.1 for additional information.

Any damage or cleaning required at the decant facility or any effected downstream processes resulting from contaminated materials unloaded to the facility shall be the responsibility of the offending agency, including all related disposal costs, and any fines incurred as a result of permit and/or treatment infractions.

6.1.2 Contaminated Load, Temporary Storage

Contaminated (“Hot”) loads will not be dumped at the facility, however in the highly unlikely event that vehicles (with hot load contained within) may be temporarily parked on the site until an alternative option of material transportation and/or disposal such as Cowlitz Clean Sweep®, Clean Harbors®, Emerald Services® or other is available. This provision is in case landfill is closed due to hours, weekend, holiday, etc. Storage of this vehicle/material will be identified in a manner so that all persons entering the facility are aware of its presence as it awaits transfer, transportation and/or disposal option at the earliest opportunity.

If an unknown contaminated material is suspected by an agency, the first action is to call ECY at (360) 407-6300 and refer to the Contact List (Appendix A). Do not attempt to move or treat this material (Suspected “Hot” loads should not be transported to Whatley). This material should only be handled by professionals with specialized training in hazardous waste handling and/or management.

6.2 Data Omission

Any willful omission or not accurately reflecting the quantities or quality of material coming into or leaving the facility is unacceptable. Failure to report problems, failure to report problem loads, entering site using another agency access card, bypassing scale, failure to fill out scale sheet, ignoring a known incorrect scale reading are some examples.

6.3 Hours of Operation

General hours of operation are 7 am to 4 pm Monday through Friday to ensure operation of louder equipment such as screeners, shakers, etc., take place during appropriate hours. Pre-authorized agencies such as Washington State Department of Transportation (WSDOT) may extend imports to Whatley beyond the normal operating hours provided they do not present significant noise or other issues.

Regulatory agencies, such as CCPH or ECY are not subject to operation and/or closure restrictions and may inspect the site at any time (presence of Whatley Site Coordinator is requested but not required).

6.4 Damage and Theft

Any unreported damage to structures, processes, or equipment, and any theft of items within the Whatley site grounds may result in the loss of access for an individual and/or agency. Theft also includes removing any stockpiled materials or equipment from the site without express authorization from CCR.

6.5 Failure to Pay

Failure to pay the monthly invoice may result in a loss of authorization to use Whatley. Reauthorization to use the facility may only occur when the payment is restored, including any additional costs related to key card activation/deactivation and costs of additional paperwork/overhead, unless other arrangements have been specifically made by mutual agreement with customer and CCR.

6.6 Re-Authorization

A municipality and/or individual may be re-authorized to utilize the Whatley facility following correction of all previous actions, including any costs and fines incurred, and with unanimous vote of partnership members, with the following exception: A unanimous vote is not required for failure to pay, unless there is a recurring issue with payment.

7 Rate Setting, Rate Updates, Billing Process

7.1 Rate Setting

The current disposal rates are evaluated using the previous year operational revenues and expenditures. Anticipated cost increases such as a service, rental rates, or maintenance and operational need are also considered, along with any major projects or expenses.

The ideal condition is to operate this site where revenues and expenditures are in balance on an annual basis. In the event agencies are undercharged, rates shall be adjusted to meet the shortfall, and in situations where agencies are overcharged, rates can be decreased in the future year or the excess funds can be added to a reserve fund for future needs. Excessive agency quantity variances delivered could impact rates, although this has not been observed. If this becomes an issue in the future, the expansion of reserve funds would likely be the most viable way to resolve the ebb and flow, thus minimizing financial impacts to smaller agencies.

Here are the basic rate-setting procedures:

- Data is collected from the entire previous year (Jan 1 – Dec 31) including:
 - Import volumes for each material and sum volume of all materials
 - Total revenues from all imported materials
 - Total volume and revenues from each agency
 - Total costs of treatment portion of materials
 - Total costs of disposal portion of materials
 - Total expenditures (treatment, disposal, projects, etc.)
- Cost of treatment and disposal for previous year is calculated as dollars per ton (\$/ton). These rates are compared with actual expenditures. Determinations regarding rate adjustments are straightforward (either increase or decrease down) as needed for the following year.
- As of 2026 the county does not maintain a reserve fund but may consider establishing one in the future. If recommended by Public Works Finance and/or Maul Foster Alongi Inc. a reserve fund will be communicated to the Steering Committee to support site improvements and provide a buffer for rate stabilization.

7.2 Rate Updates

Facility rates will be updated on an annual basis, and rates will be set in the 3rd quarter of

each calendar year. Rates will be presented and discussed at partnership meetings. The partnership can provide CCR recommendations on the rates and structure, but the ultimate decision to establish those rates will be set forth by the Director of Clark County Public Works.

Significant costs associated with the construction of the decant facility include engineering and development, structures, catch basins, settling vaults, permitting and site preparation. A fund to provide for capital improvements and major maintenance will be developed over the next couple of years. The original concept to build the reserve fund over time to account for capital improvements has indicated it is not a significant enough source of funds to accommodate more immediate improvements.

Initial capital project discussions for attendant building project and more projects are expected to result following master planning discussions at an upper management level between the various participating agencies. The idea is to update our master planning to include what we may be looking at for future needs at Whatley and other potential (new) sites and determine costs and sources of funding for this undertaking.

7.3 Billing Process

The existing system for decant and street sweepings billing is based on import scale data recorded on the material sign-in sheets and actual previous year costs. The certified scale at Whatley is used for tracking incoming materials and outgoing materials. Rates for decant is \$100 per ton and street sweepings is \$59 per ton.

Soil-related materials imported to Whatley and destined for landfill are exclusive to CCR. These materials shall also use scale at Whatley for import data and billing. Rates for this service are based on projected year disposal cost/ton with labor factored in.

7.4 Budget Overview

The budget process is not as direct as many other budgeted county sub-sections due in part to different treatment and (landfill vs reuse) disposal costs related to the various materials. There is also a definitive separation of the actual site where this Plan's "upper" portion of Whatley is funded through multiple agencies and is specific to the decant and uncovered deck areas of the facility. The "lower" portion of the site (not part of this plan) is funded entirely by CCR.

Generally, the decant and uncovered deck operations split site attendant labor 50/50 whereas other areas such as process specific items or costs are weighted to either sweepings or decant depending on their actual use or needs. Other budgeted items such as items such as professional services are based on material volumes to reflect cost-proportional use of service.

Budgetary risks associated with non-favorable laboratory testing results existed with the various waste streams and resulted in reuse projects being delayed or not being approved. Additional processing did not guarantee material would meet local project approval, which extended storage of large volumes of materials. If material is screened for reuse, budgeted costs can easily be exceeded if material goes to landfill; this is due to high cost of unnecessary screening not required by landfill.

Disposal costs are calculated separately from treatment costs to capture projected cost differences between landfill and potential reuse operations. This was done to ensure

landfill agreement/contract rates were fair and equitable when comparing with reuse operational costs of materials used as sub-grade fill. While ensuring cost-effective operations are taking place, other considerations such as ease of operation, seasonal timing, hauling availability, etc. also played into cost decisions.

8 Hauler Procedures

This section covers hauling requirements from what to look for prior to picking up a load through procedures for importing and documentation of those materials.

8.1 Material Inspection

Materials delivered to Whatley are characterized as a solid waste. Dangerous or hazardous wastes shall not be imported. Contaminants can be present if illegal dumping of material by citizens or businesses occurs and could result in material being classified as a dangerous or hazardous waste. Through inspection by sight and smell, the driver and helper can provide valuable information regarding the potential contamination of materials and prevent that material from being imported to Whatley.

Prior to picking up material intended for Whatley, the truck operator must first look for evidence of contamination, be aware of the upstream users of the system and the potential for contamination. One or more of the following occurrences indicate contamination:

- Presence of fumes, vapors, or odors: Fumes, vapors, or odors are an excellent indicator of the presence of gas, hydrocarbons, or solvent. If present, exposure could be dangerous to the driver and helper. Some fumes can deaden the sense of smell almost immediately. If you think you smelled something “rotten” you probably did.
- Unusual color: Unusual color of water may indicate the presence of anti-freeze or another contaminant. Anti-freeze is classified as a dangerous waste.
- Dark, thick, gooey sludge buildup on top of the sediment: This type of sludge may indicate the presence of petroleum products or infrequent cleaning resulting in buildup of contaminants in the sump.
- Drainage area with stains or corrosion may indicate the presence of hazardous or dangerous waste. Wastes containing metals, solvents, or petroleum may stain the surrounding surfaces.
- Unusually clean looking sump: An industrial solvent or cleaner may have been “dumped” into the sump. These may designate as hazardous or dangerous waste.
- Material collected from solid waste transfer stations, sanitary sewers, utility vaults, sites associated with the production of solvents, fuels, PCBs, pesticides, or radioactive materials is specifically prohibited from being disposed of anywhere within the site.

Follow your own agency/company guidelines on how to proceed if you suspect a storm drain may be contaminated. Do not dispose of any contaminated loads at the Whatley Facility. Material collected from solid waste transfer stations, sanitary sewers, utility vaults, sites associated with the production of solvents, fuels, PCBs, pesticides, or radioactive materials is specifically prohibited from being disposed of anywhere within the decant facility site.

8.2 Scale Documentation

Every driver must complete the scale sheets each time a load is imported to Whatley or exported for reuse. Exported material to landfill shall be documented by landfill and provided to CCR with invoices. Scale sheets must be maintained for five years and made available to regulatory agencies upon request, and include the following information:

- Date
- Driver's Initials
- Name of Client
- Type of Material
- Volume of Material
- Street address or area material was picked up (or delivered if reuse)
- Classification of each load by land use:
 - SF- Single Family
 - MF- Multi-Family
 - C- Commercial, I- Industrial

Mailboxes for CCR authorized agencies and color-coordinating scale sheets to simplify administrative process and improve billing accuracy are located at the scale.

Scale sheets throughout any month will generally be kept on site until the fifth (5th) of the following month, then forms will be collected and delivered to Public Works Administration for transfer of data to electronic format. Originals and electronic formats will be kept by public works Maintenance and Operations at 4700 NE 78th Street, Vancouver, WA 98665. This documentation is also used for providing monthly invoices to partnership agencies.

If material from the facility is reused, records will be kept of how and where it is reused. Landfill disposal records will be retained following invoicing from landfill with total quantity information.

An annual report will be submitted by April 1st of each year to Clark County Public Health and the Washington State Department of Ecology. Form ECY 040-173 (Annual Report: Piles Used for Storage or Treatment) will summarize the past year's activity, volumes or tonnage, and the final end-use or disposition of the material or product. A daily logbook completed by the site attendant is also kept and is available at the Whatley site.

8.3 Scaling Procedures

A certified truck scale is in place at the Whatley facility and is utilized for billing and inventory purposes. As mentioned in Section 8.2, drivers are responsible for recording the Gross and Tare weights of each load they import (and for each load they export for reuse). Liquid weights are not required, and trucks needing to decant are expected to

bypass the scale and off-load liquid prior to obtaining their Gross Weight (see below). Following liquids being dumped, these are the procedures:

8.3.1 Scale Approach

The intended flow of traffic is to enter the facility and head toward the decant building, basically following a clockwise pattern around the upper portion of the facility. This pattern may be changed as needed, such as during a screening operation, where equipment placement could interfere with intended traffic pattern. If a change does occur, drivers shall be notified. A facility traffic flow pattern map is provided in Appendix B2.

8.3.2 Gross Weight

Gross weight is the full truck weight of solids (following any liquid being off-loaded). This initial gross “heavy” weight minus the tare “light” weight will be utilized for billing. All stockpile materials being imported or exported for reuse must be weighed. Landfill (export) trucks may be weighed on the site scale as a guideline for truck loading, however scale records from certified landfill scale will be utilized for invoicing and general recordkeeping related to those volumes.

Upon entering Whatley, trucks that need to decant shall initially bypass the scale and remove excess water from load. Once the removal of excess water is completed, trucks will proceed to the scale and obtain their Gross Weight as follows:

- Facing Decant structure, stop truck on scale and obtain/record gross weight from reader board located near roofline of decant structure. Exit scale and record gross weight. This may be done when recording tare weight (for convenience), however both (gross and tare) weights must be recorded prior to leaving the Whatley site.
- Drive truck to designated area for the type of imported material and offload.

8.3.3 Tare Weight

Following material offloading, trucks must be weighed empty. Tare weight is the weight of empty truck following the removal of solid material. This weight shall be recorded along with gross weight (if not already recorded) on the agencies scale sheet provided by CCR.

8.3.4 Net Weight

The difference of the Gross Weight and the Tare Weight is the Net Weight of the solids brought in (or removed) and will be utilized for billing and recordkeeping data.

8.3.5 Error Corrections

Drivers shall record the gross and tare weights on the clipboard following each load, unless specifically instructed to do otherwise by site attendant, crew chief, superintendent, site coordinator or operations manager. This scale record is an official record of import/export material and will be used for invoicing, verification of data and for any disputes that may arise related to material weights or import/export loads.

In the event of scale malfunction or legibility of scale sheet(s) where no information is available or cannot be easily read by County administrative staff regarding truck weights; the previous three averages of each set (gross and tare) of individual weights may be utilized for the specific truck that brings in a load.

8.4 Unloading Procedures

Make sure any material brought to the site meets the previously mentioned items and procedures listed within this (Hauler Procedures 8 through 8.3) section.

8.4.1 Eductor Unloading (Decant)

Eductor trucks shall drive (bypassing scale to remove water from load) to the second of two bays on the east side (farthest from the scale – see Appendix B4) and slowly release liquid on pad, looking for possible contaminants that may have been missed at the pickup location. If evidence of contamination is found, cease off loading and notify CCR management immediately.

If no signs of contaminants are present, continue to release liquid until minimal liquid remains, then close the release point and proceed to scale for Gross weight measurement.

Following gross weighing and recording weight, continue to the second portion of the two bays (see Appendix B4) at the west side of the covered facility, and slowly empty the remainder of the material into the bay. After the load is off-loaded, vehicle will need to go to the scale to be weighed (final “Tare” weight) one last time.

Following the final “Tare” weight and recording of tare weight, the truck may go to the east portion of the two bays (farthest from scale) and hose out remnants as needed. Do NOT hose out excess materials in trucks at the wash station. Follow these general items

- If you are going back into the field to do more work, wait until the end of the day to wash out. Try to minimize water usage in the facility if possible.
- Back up to the (see Appendix B4) east side, farthest from the scale, and open gate as needed for cleaning.
- If you need to wash out truck and don’t have water on board, you may use the hose located nearby, but please try to use as little water as possible.

8.4.2 Street Sweeper Unloading (Uncovered Deck)

Prior to the initial (Gross) scale reading, street sweepings truck operators should utilize discretion on vehicle contents regarding liquid volumes. If there is known to be a large amount of liquid, the sweeper should go directly to the bays on the east side (farthest from the scale) and release the excess liquid. Following removal of excess liquid, or if no excess liquid is anticipated, the sweeper then must go to the scale and record gross weight.

Once the initial (gross) scale weight has been performed, the sweeper shall go to the designated area for off-loading material. This area is typically designated by

the site attendant but may be set by an operations manager or site administrator depending on circumstances such as a suspected or questionable contamination source location.

After off-loading material, vehicle must go to the scale for final weight and recording of weight prior to leaving the facility. Following the final weight, the truck may go to the two bays (farthest from scale) and hose out any remnants as needed. A quick rinse is acceptable, however do not hose out excess materials in trucks at the wheel wash pad. Follow these general items:

- If you are going back into the field to do more work, wait until the end of the day to wash out. Try to minimize water usage in the facility if possible.
- Back up to the (see Appendix B4) east side, farthest from the scale, and open gate as needed for cleaning.
- If you need to wash out your truck and don't have water on board your truck you may use the hose nearby, but please try to use as little water as possible.

8.4.3 Other Material Unloading

Follow previous section (8.4.2) for soil related material disposal procedures, unless otherwise directed by site attendant, site coordinator or CCR operations manager. Currently, soil-related materials only apply to CCR, and this service is not available to other agencies.

9 Emergency Procedures

Whatley is located west of HWY 503 on the South side of NE 76th ST. Behind (west of) Lowe's® in Orchards. (11203 NE 76th ST, Vancouver, WA 98662). A Knox Box is located on pole (left in driveway) for emergency responders.

Employees and other municipalities utilizing the facility are expected to comply with applicable personal safety procedures outlined by their agencies. Any procedures identified with compliance should consider personnel safety first, then refer to the following:

9.1 Emergency Shutdown Procedure, Hazardous Waste

If staff detects a "hot load" coming into the decant facility, the load will not be allowed to dump, and a contracted agency (State Procurement Contract "piggyback") can be exercised to ensure hazardous materials are handled, removed and disposed of appropriately.

If a "Hot Load" is unexpectedly dumped on to the dewatering area, the valve from the sediment chamber to the oil water separator should be closed immediately to keep contamination from entering the separator and holding ponds. A contracted agency may be contacted to handle, remove and dispose of this material once contamination is confirmed or with management consent (if unconfirmed), and the event would be reported to CCPH and ECY. Agencies using the decant facility would be notified to halt loads to the facility until corrective actions are completed and regulators approve of the action(s) taken.

All CCR vehicles typically have radios (and/or cell phones may be used), spill kits, first aid kits and fire extinguishers. All County staff authorized to import materials to this facility has basic training on spill control and response procedures. If a spill occurs, CCR staff will follow policies and procedures regarding spill control.

9.2 Power Outage

In event there is a power outage the gate will not operate. Call (564) 397-2446 and ask for Facilities Department to send someone out to open it.

All users must still document all imported materials. If the power is out and gate is open, we still expect all agencies to complete scale sign in sheets. Drivers shall complete as much of the sheet as possible, although the scale reader does not function during power loss. If a load must be delivered, the load will need to be annotated on the scale sheet that it was brought in during a power outage situation. Loads brought in under this circumstance will be billed according to an average of the previous three loads, unless other reasonable data can be recorded (Re. Many trucks have axle weights available).

9.3 Closure

Regulatory agencies such as Clark County Public Health officials or Washington State Department of Ecology are not subject to operation and closure restrictions and may inspect the site at any time (presence of appropriate County personnel is requested but not required).

9.3.1 Temporary Facility Closure

CCR does not anticipate closure of the facility, as many other municipalities rely on the facility to manage their sweepings and decant materials. The facility could be temporarily closed during extremely cold weather, to make site improvements, meet regulatory requirements, or on an as needed or emergency basis. Notice of any closures would first be sent out to all agencies by mail, e-mail and/or phone, and depending on circumstances may be posted at the card reader and/or on the front site access gate.

If the site encounters capacity issues, emergencies, or other significant issue that might require a longer closure, CCR reserves the right to restrict and/or the use of this facility at any time, by any or all agencies. All partnering agencies will be immediately informed of the situation and will be given guidance on when the site will reopen for use.

9.3.2 Permanent Facility Closure

Permanent closure of this facility is not expected, however if the need for this facility were to be negated by other means of treatment and disposal found to be more environmentally friendly and/or cost effective, if CCPH or ECY determines the operation does not meet regulatory requirements, irreparable damage occurring through natural disaster, or some other unforeseen reason for permanent closure; the following general items are to be implemented to permanently close the Whatley facility.

- CCPH and ECY shall both be notified at least 60 days in advance of closure.

- Upon determination of closure, all partnership agencies would be immediately notified, and a log of notification completed to indicate who was contacted and by what means of notification (i.e. phone call, e-mail, letter, etc.).
- Depending on urgency of closure, agencies may be given a temporary time frame where they may continue to bring in material while determining or enacting their secondary options for disposal (this time frame is not guaranteed, and partner agencies should consider maintaining a back-up plan).
- CCR will determine the most efficient means of disposal for new material being generated which include; temporary ceasing of eductor operations, transporting new material to another decant facility, disposal at an approved facility or any other option in the best interest of CCR, and as approved by CCPH and ECY.
- Access cards can be deactivated through the Clark County Facilities Department and front access gate may be chained and locked by site manager to prevent partnership agencies from utilizing the decant facility. A sign shall also be posted indicating closure of the decant facility and that no unauthorized entry is permitted. Only personnel involved in the disposal or closure process shall be allowed to enter the site.
- Any existing liquid (decant bays, ponds, etc.) shall be removed by eductor trucks and transported to the Salmon Creek Wastewater Treatment Plant, taken to another facility or removed by contractor (state contract) depending on testing results and approval by CCPH and ECY.
- Materials stockpiled on dewatering deck at that time would be sent to landfill.
- Any remaining solids in treatment portion of system (decant area, bays and ponds) shall remove excessive water and be transported to the landfill.
- Following all liquid and solids removal from the facility, a determination shall be made regarding the use of the existing decant structure and remainder of the existing facility. Any future use or dismantling of the facility is dependent upon determinations with applicable regulatory guidance at that time.
- CCR will ensure that all activities in relation to permanent closure and post-closure methods meet the requirements as outlined in [WAC 173-350-320](#), and the Clark County Solid Waste Management Plan.

10 Spill Control

This section provides the site with practical spill control measures for the prevention, containment, control, notification/reporting and cleanup of spills or unplanned discharges of materials of concern.

10.1 Equipment and Materials of Concern

This section, including Table 7 applies to the following:

- Oil and petroleum products from vehicle and equipment accidental release.

- Materials designated as dangerous (DW) or extremely hazardous waste (EHW) by the procedures set forth in [WAC 173-303-070](#).
- Other materials that may become a pollutant or cause pollution if they reach receiving waters of the state.

Table 4. Equipment and Materials of Concern

Equipment Stored on the Site	Material of Concern
Front-end loader(s)	Diesel fuel, hydraulic fluid, coolant
Shaker and/or screener	Fuel, hydraulic fluid, coolant
Small Equipment (Blower, mowers, weed eaters, chain saw etc.)	Fuel two-cycle, fuel unleaded
Equipment Entering and Leaving the Site	
Bulldozer, backhoe, excavator (seasonal)	Diesel fuel, hydraulic fluid, coolant
Personal vehicles/county cars	Fuel, coolant
Dump trucks/hauling vehicles	Fuel, hydraulic fluid, coolant

10.2 Spill Notification and Response Procedures

In the event of a non-compliance issue regarding the Whatley site, the following notification and response procedures should be followed to facilitate the quickest and most efficient resolution.

10.2.1 Quick Procedures

Quick Procedures are for issues that can be easily remedied, such as a small oil leak from a vehicle. The procedure for this type of issue requires basic knowledge, with the premise simply being to keep the problem from becoming bigger or getting out of control. Fixing the problem (at least temporarily), cleaning up small items and reporting the basics (who, what, where, when, why, how) to a supervisor and/or recording it in a site logbook. The following is an example of a Quick Procedure:

- **An issue is noticed:** Operator notices something leaking from the rear of a pickup truck parked in a paved area of the site.
- **Determination:** A closer look reveals the operator is not in any danger and a quart of oil is on its side leaking in the pickup's bed.
- **Prevention:** The oil container is set upright and an absorbent pad from a spill kit is used to prevent the oil from making its way to the ground.
- **Clean Up:** The remaining oil is cleaned up using supplies from the spill kit maintained on site. All used absorbent material (from truck and ground) is placed in proper containers and disposed of according to spill plan procedures.
- **Reporting:** The incident is recorded in the site logbook and promptly reported to the operator's supervisor. The supervisor reports any non-compliance issues to the site administrator or regulator. Since the oil did not contact any *waters of the state* and was cleaned up immediately, the incident was not a non-compliance issue. However, should still be documented and reviewed to minimize repeat issues. Spill kit is inventoried and restocked after the incident.

10.2.2 Substantial Procedures

Substantial Procedures are those issues that cannot be easily remedied, any potential or certain non-compliance issues, or any issues that could potentially put individuals in harm's way. For these issues, the following procedures apply:

- **Determination/Prevention:** Quickly survey the situation. Ensure personnel (including you) are in no immediate danger. Stop or slow the process of a non-compliance related incident (such as the flow of hydraulic fluid to *waters of the state*) if you are confident of your safety and are comfortable doing so.
- **Reporting:** Call a supervisor using the Contact List in Appendix A. This process should initiate clean up procedures on a large scale and are in place to prevent/minimize the non-compliance issue as much as possible.

The supervisor, or other first responder(s) in a supervisory role, shall put in motion any steps needed to ensure human health and safety, mitigate the extent of the non-compliant issue, and the reporting of the issue to regulatory agencies.

To the best of your ability, please be ready with the following information:

- Where is the spill?
- What spilled?
- How much spilled?
- How concentrated is the spilled material?
- Who spilled the material?
- Is anyone cleaning up the spill?
- Are there resource damages (e.g. dead fish or oily birds)?
- Who is reporting the spill?
- How can we get back to you?

10.3 Spill Contact and Notification Information

Contact and notification information pertaining to spills is in Appendix A.

10.4 Spill Prevention

The main sources of spills are onsite equipment fueling and small spills due to leaks. Spill prevention includes using care when filling tanks and, when feasible, placing a temporary spill containment device under the equipment tank while fueling. A form of secondary containment or absorbent pad shall be used when filling small equipment, such as blowers and vegetation trimmers.

10.5 Spill Response Training

CCR employees receive awareness training annually through on-line training.

10.6 Spill Response Materials

Spill kits are maintained on site to address small fuel, hydraulic fluid, and coolant spills. The spill kits are easily identifiable and are stored near the decant facility.

10.7 Temporary Storage for (cleaned up) Pollutants

Pollutants are likely to be within soils scooped and placed in small containers. These may be transported to the 78th Street Complex Hazardous Material Storage, Building “L” by Clark County Road Operations personnel for disposal. Larger spills may be sent either to the landfill or be disposed of by a qualified hazardous waste disposal contractor.

10.8 Vehicle Maintenance

Vehicle maintenance is performed at the 78th Street Public Works Complex, not at the Whatley site. CCR vehicles follow a schedule of preventative maintenance that minimizes leaks; if a leak is discovered on vehicle/equipment being stored on site, the leak will be isolated and cleaned up appropriately.

If a vehicle is suspected of continued leakage, it will be taken to the 78th Street Operations Center (Fleet Services) for evaluation and/or repair. In the event of a severe leak or vehicle is not operable, a Fleet Services field mechanic will be dispatched to the site to evaluate options for repair or transportation to Shops. Spill kits including absorbent material are available at the Whatley facility, near the decant structure.

11 Upcoming Plans and Considerations

Any of the following deviations or changes that effect this Plan shall be presented to CCPH. Changes shall be incorporated in an amendment to this plan following approval no later than required annual plan updates. Listing of these items does not mean they will be implemented/approved and should be considered as “wish list” items until approved and ready to implement.

11.1 Attendant Building

The current temporary modular facility lacks permanent sanitary amenities. The Whatley Site Assessment will explore the viability of establishing permanent structures equipped with a functional lavatory.

11.2 Expand Water Supply Capacity

Currently a two-inch water supply main is available at the site. We are considering an upgrade to a larger line. This water is utilized for all aspects of facility operations, including wash down of the facility; equipment, wash station and fire suppression.

11.3 Decant Rails and Catwalks

Safety railing has been recently installed to protect individuals from falling into treatment chambers. There is still some discussion on the practicality of catwalks being placed in the decant structure to make it easier for the attendant to perform some tasks associated with cleaning.

11.4 Facility Operation Alterations

Some operations of the facility may need repairs or modification. Changes could possibly be made to the way debris overflows to the various containment portions within the decant process. The final chamber of the decant treatment process indicates more could be done in the way of keeping debris from carrying over to other chambers.

Ecology blocks are currently placed in the decant structure where material is dumped from

trucks. This is proving to help lessen the debris in subsequent chambers by slowing the sludge flow from the trucks and trapping some of the larger debris prior to the gate/screens.

11.5 Internet and Camera System

In 2025, CCR procured and installed a new security system (Verkada) at the Whatley Decant Facility, which includes upgraded access controls including video surveillance, license plate reading technology, motion sensors and burglar alarms. Such investments are a proactive step in safeguarding county-owned assets and aimed at promoting staff safety.

11.6 Master Planning

This is currently in discussion and information is being gathered to help with this process. As indicated in Section 2, we are looking at a much larger overall plan to secure options for the future. This is expected to take two to three years to put all information together and come up with a plan that is reasonable to all the various agencies and regulators, along with funding and council approval.

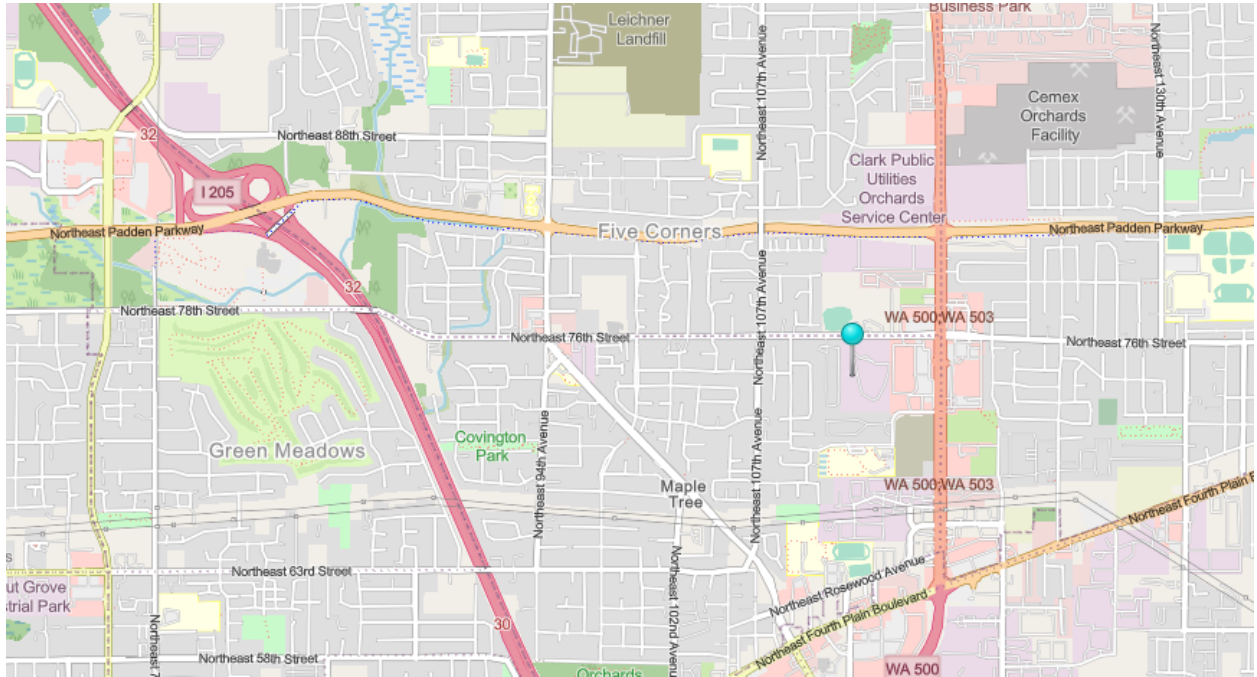
Appendix A: Site and Emergency Contacts – Updated on 04/30/2026

Title or Agency / Contact	Phone	E-Mail / Web Contact	Address	Area of Expertise & Notes
Clark County Public Works Switchboard	564-397-2446	pubwks.cservice@clark.wa.gov	4700 NE 78 th Street, Vancouver, WA. 98665	Calls forward to an call operator outside of standard business hours
Crew Chief Derek Stutz	564-397-1625	Derek.Stutz@clark.wa.gov	11203 NE 76 th Street, Vancouver, WA 98662-3932	Crew Chief/Site Attendant
Superintendent Nikki Olsen	564-397-1602	nikki.olsen@clark.wa.gov	4700 NE 78 th Street, Vancouver, WA. 98665	Site Operations
Whatley Site Coordinator Alexandra Hourani	564-397-1684	Alexandra.Hourani@clark.wa.gov	4700 NE 78 th Street, Vancouver, WA. 98665	Whatley Coordination
Road Operations Manager Josh Lipscomb	564-397-1626	Josh.Lipscomb@clark.wa.gov	4700 NE 78 th Street, Vancouver, WA. 98665	Roads Operations Manager
Director of Public Works Ken Lader	564-397-4185	Ken.Lader@clark.wa.gov	P.O. Box 9810, Vancouver, WA. 98666	Public Works Director
<i>The contacts above shall typically report non-compliance issues to the agencies below. NOTE: If none of the above contacts are available, the responsibility to report is YOURS, and should be done immediately.)</i>				
Clark County Public Health Hannah Pludrow	564-397-8428	Hannah.Pludrow@clark.wa.gov	P.O. Box 9825, Vancouver, WA. 98666	Quarterly Site Inspections, Regulatory Support
WA Department of Ecology 24-Hour Emergency Response Number	1-800-OILS-911	THIS IS TO REPORT A SPILL TO A WATERWAY	N/A	24 hour Emergency Response Number
WAD Department of Ecology – SW Region, Vancouver Office Shauna Hanisch-Kirkbride	1-360-690-7171	Shauna.hanisch-kirkbride@ecy.wa.gov	12121 NE 99 th St., Suite 2100, Vancouver, WA. 98682-2346	Regulatory Support (Manager)
Department of Natural Resources Pacific Cascade	360-577-2025	Pacific-cascade.region@dnr.wa.gov	601 Bond Rd, Castle Rock, WA. 98611-0280	General Inquiry
Department of Natural Resources - Surface Mining/Reclamation John Bromley	360-280-7518	John.Bromley@dnr.wa.gov	1111 Washington St. Olympia, WA. 98504	Pit Reclamation
SW Clean Air Agency Brian Fallon	360-574-3058 X- 138	Brian@swcleanair.org	5101 NE 82 nd Ave Suite 102 Vancouver, WA 98662	Air Pollution Contact

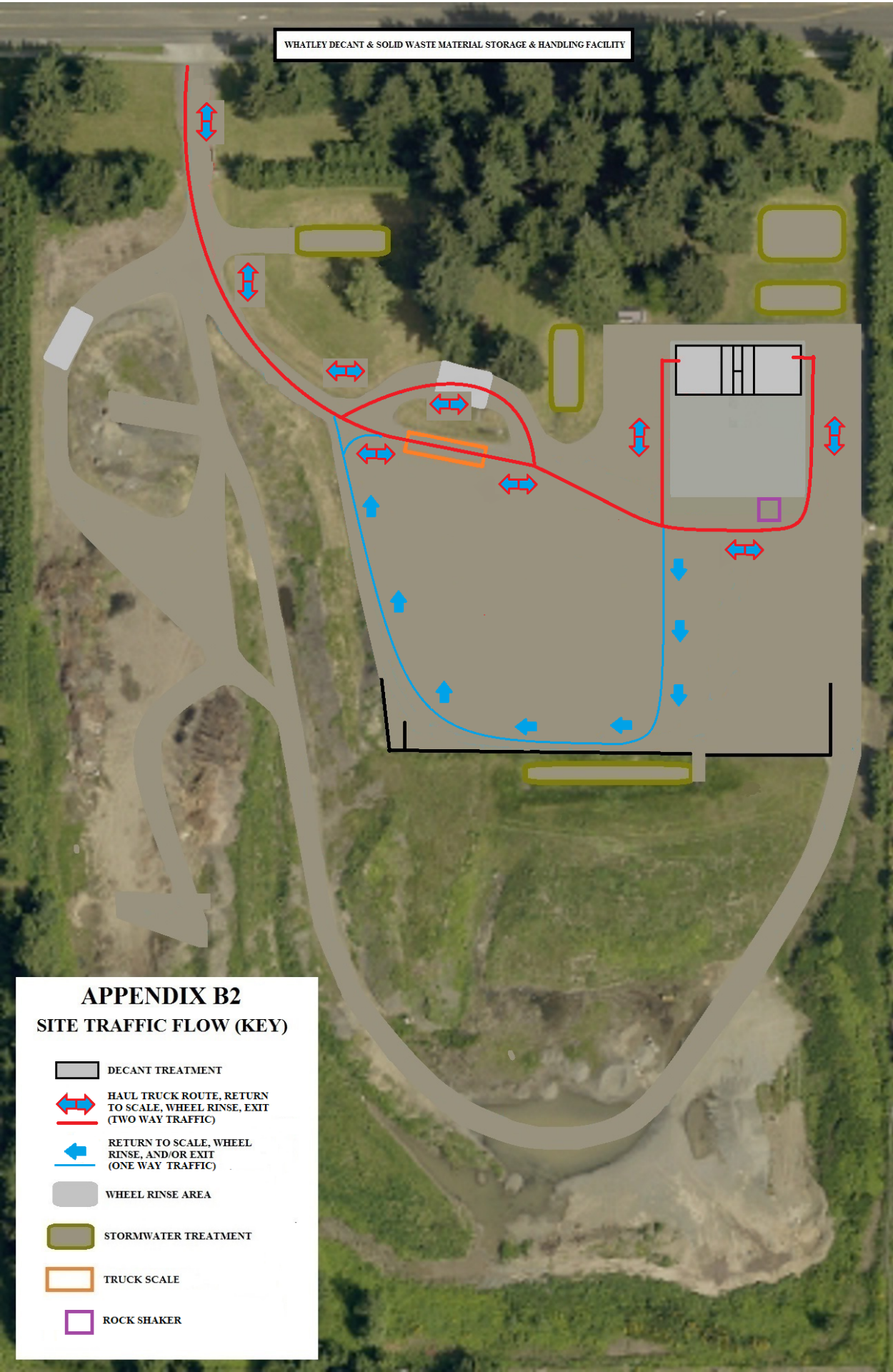
Wasco County Landfill Jennifer Shearer	541-296-4082	Jennifer.Shearer@wasteconnections.com	2550 Steele Road The Dalles OR, 97058	Special Waste Permits
Interagency Cooperative Partnership Members Whatley Decant & Street Sweeping Facility				
WA Department of Transportation Brad Clark	360-619-0600	brad.clark@wsdot.wa.gov	4200 Main Street (or) PO BOX 1709 Vancouver, WA 98668	SW Region Maintenance Superintendent
WA Department of Transportation Jeffrey Wilson	360-619-0600	jeffrey.wilson@wsdot.wa.gov	4200 Main Street (or) PO Box 1709 Vancouver, WA 98668	Main Contact (Voter)
City of Battle Ground Mark Herceg	360-342-5070	Mark.herceg@cityofbg.org	1308 SE Grace Avenue Battle Ground, WA 98604	Public Works Director
City of Camas Scott Collins	360-817-7899	scollins@cityofcamas.us	616 NE 4 th Ave Camas, WA 98607	Public Works Director
City of Vancouver Brian Potter	360-487-8323	Brian.potter@cityofvancouver.us	4711 E Fourth Plain Blvd Vancouver, WA 98661-6144	Operations Superintendent
City of Vancouver Doug Sweyer	360-487-8224	Doug.Sweyer@cityofvancouver.us	4711 E Fourth Plain Blvd Vancouver, WA 98661-6144	Public Works Supervisor
City of Vancouver Ryan Lopossa	360-487-7706	Ryan.Lopossa@cityofvancouver.us	4711 E Fourth Plain Blvd Vancouver, WA 98661-6144	Transportation Division Manager
City of Washougal Trevor Evers	360-835-2662 X-202	Trevor.evers@cityofwashougal.us	1701 C Street Washougal, WA 98671	Public Works Director
City of La Center Tracy Coleman	360-263-7665	Tcoleman@ci.lacenter.wa.us	291 E Ivy Ave, La Center WA 98629	Public Works Director
City of Ridgefield Ryan Thamert	360-887-6004	Ryan.Thamert@ridgefieldwa.us	487 S 56 th Place Ridgefield, WA. 98642	Public Works Director
Operational Support				
Clark County Facilities Management Ryan Bird	564-397-6071	Ryan.Bird@clark.wa.gov	816 W 13 th Street Vancouver, WA 98666	Facilities Maintenance Manager
Clark County Noxious Weeds Joyce Anderson	360-448-3648	Joyce.Anderson@clark.wa.gov	4700 NE 78 th Street Vancouver WA 98665	Noxious Weeds Manager

APPENDIX B1 – DIRECTIONS TO WHATLEY

11203 N.E. 76th Street, Vancouver, WA. 98662



From I-205, Take Exit 32 towards Battle Ground	0.3 mi
Merge onto N.E. Padden Parkway	1.8 mi
Turn Right onto N.E. 117 th Avenue	0.3 mi
Turn Right onto N.E. 76 th Street	0.3 mi
Whatley is the Second Driveway on Left	





DECANT TREATMENT FLOW

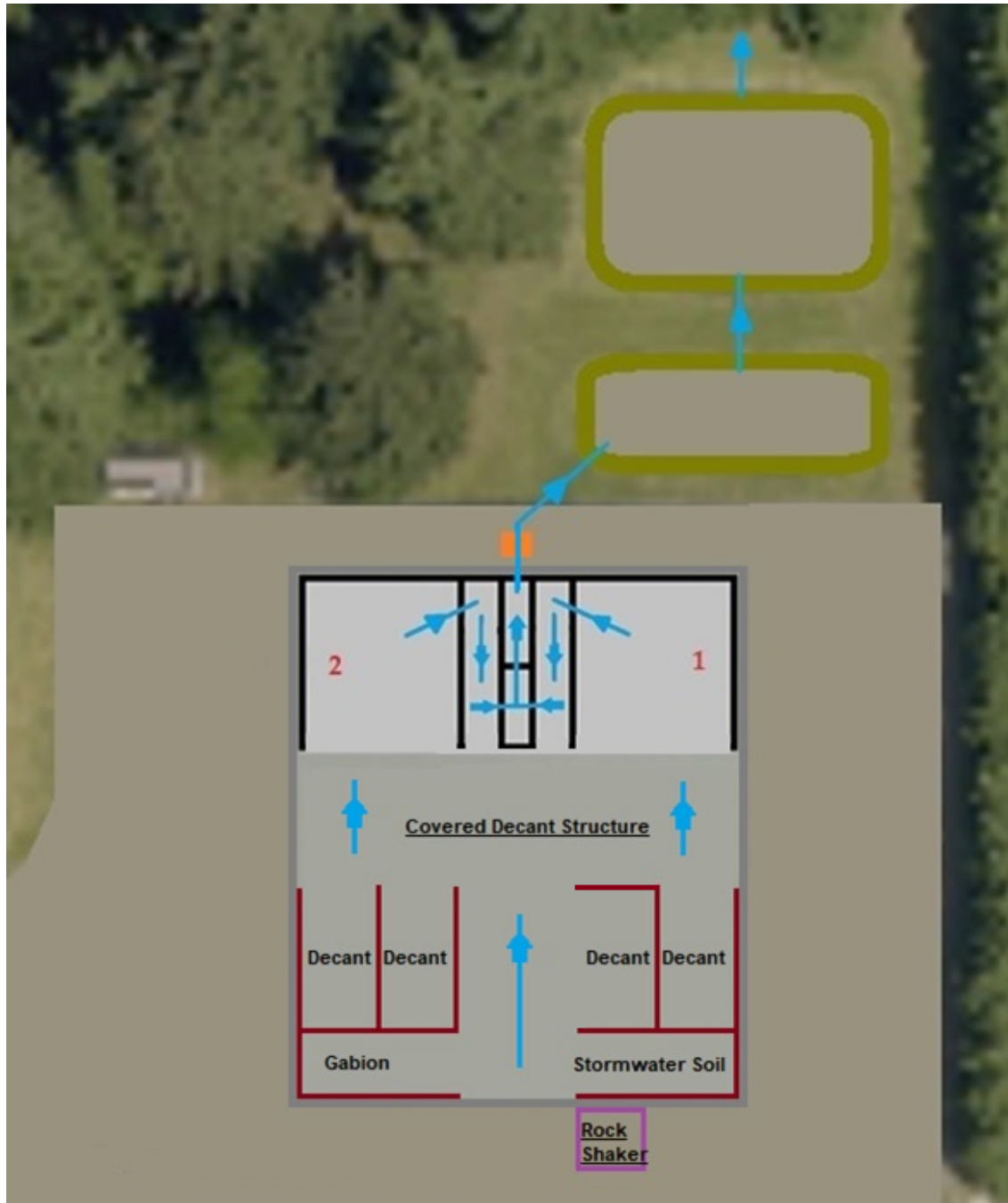
The blue arrows indicate the path of flow through the decant process.

Material is off-loaded in the numbered areas according to instructions given by the site attendant or at pre-designated locations.

Location 1 is reserved for the wet portion of vector material and some light hosing of vector equipment.

Location 2 is for “solid” eductor material after the release of water on the west (location 1).

Water from the decant facility goes through the oil/water separator (orange square), then onto the settling ponds for further treatment.

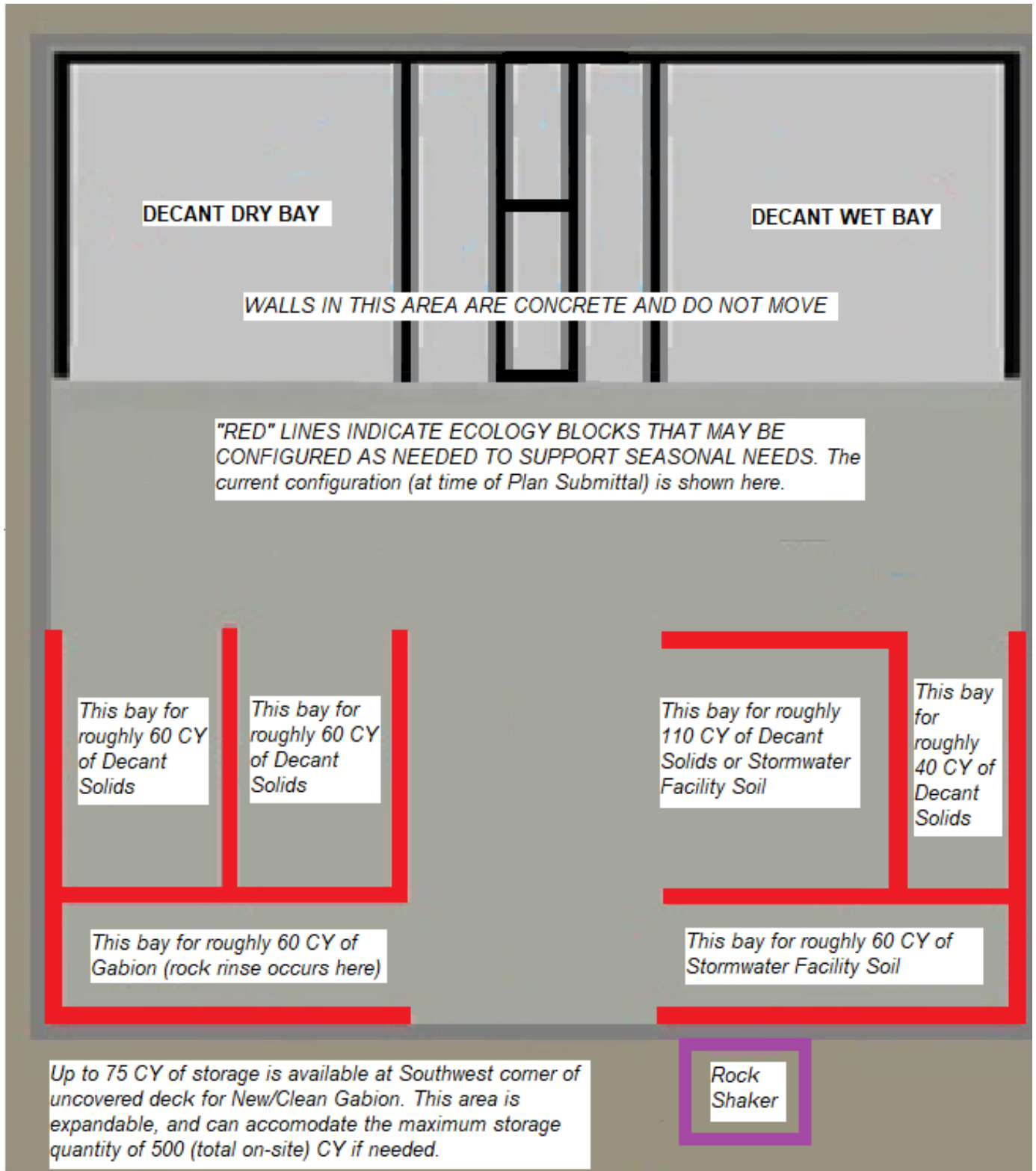


APPENDIX B4



APPENDIX B6

CURRENT CONFIGURATION OF COVERED THICKENING AND STORAGE





Clark County Public Health

SOLID WASTE PERMIT

Facility Name: **Whatley Pit Decant Facility**

Facility Address: 11203 NE 76th Street
Vancouver, WA 98662

Facility Type: **Vactor Waste Processing**
ID Number: PT0006095

Facility Owner: **Clark County**
4700 NE 78th ST
Vancouver, WA 98665
(360)397-1664

Facility Operator: **Clark County Public Works**

Facility Contact: **Alexandra Hourani**

The above noted parties agree to comply with Chapter 173-350 WAC, "Solid Waste Handling Standards", the Clark County Solid Waste Management Plan, conditions of this permit and all local, state, and federal regulations including, but not limited to, water quality, air quality, dangerous waste, and noise. The above noted parties are hereby granted a permit to operate a vactor waste processing facility.

This permit shall remain the property of Clark County Public Health (CCPH) and may be suspended by the Health Officer or an authorized agent of Clark County Public Health. This permit may be revoked after an opportunity for a hearing under Clark County Code (CCC) 24.12 upon violation by the holder of any applicable local, state, or federal rule or regulation.

The cover page and subsequent portions of this permit shall remain on site and shall be presented to authorized local or state authorities upon request.

This permit is not transferable.

Date of Issue: **February 28, 2026**

Date of Expiration: **March 01, 2027**

SECTION I DESCRIPTION

The permittee is allowed to operate and maintain a vector waste processing facility at the location listed below.

Section(s): **10**
Township: **2N**
Range: **2E**
Tax lots: 106550-000; 106540-000

SECTION II PERFORMANCE STANDARDS

The following standards of performance are the enforceable objectives of this permit:

1. The permittee shall remain in compliance with the groundwater standards at the property boundary.
2. The permittee shall remain in compliance with ambient air quality standards at the property boundary.
3. The permittee shall not cause a violation of any receiving water quality standard or violate 90.48 RCW, or Water Pollution Control from discharges of surface water runoff, leachate or any other liquid associated with decanting, recycling or transfer of solid waste.
4. If the performance standards of this section are not met, corrective actions shall be designed, implemented and enforced on a time schedule set by CCPH.
5. The applicant shall always adhere to the requirements and conditions of the **Conditional Use Permit** issued by the Clark County Planning Department in May 1996.
6. Any significant change in the waste stream, such as quantity, origin or type, during the period of this permit shall initiate the SEPA process. The permittee shall submit SEPA, EIS or DNS statements drafted by the originator of the solid waste and notify CCPH, and Washington State Department of Ecology (DOE).

SECTION III GENERAL PERMIT CONDITIONS

1. All conditions of this permit must be followed for the permittee to remain in compliance. Compliance schedules must also be within the specified period. The permit holder is responsible for all acts and omissions of all contractors and agents of the permittee. This requirement shall continue for the life of the facility.
2. Ensure that the **Whatley Decant Facility** is operated in accordance with the requirements of the Washington State Administrative Code (WAC) 173-350, Solid Waste Handling Standards, Clark County Code (CCC) Chapter 24.12, and the Clark County Solid Waste Management Plan.
3. Any duly authorized employee or representative of the Clark County Health Office or Washington State Department of Ecology (ECY) may enter and inspect the permitted facility at any reasonable time for the purpose of determining compliance with Chapter 173-350 WAC, Solid Waste Handling Standards or the Clark County Solid Waste Management Plan dated 2015 and all subsequent updates of the WAC, CCC and Solid Waste Management Plan.
4. As a general condition of this permit, the permittee must comply with Revised Code of Washington (RCW) 70A.205, WAC 173-350, CCC 24.12 and the Clark County Solid Waste Plan and all subsequent revisions. Where any conflicts between the two regulations are present, the more stringent regulation shall be in effect.
5. This permit or a valid copy shall be displayed or stored in a manner allowing easy access by operating personnel.

6. This permit is subject to suspension or revocation if CCPH finds:
 - a. That the permit was obtained by misrepresenting or omitting any information that could have affected the issuance of the permit or will affect the current operation of the facility;
 - b. That there has been a violation of any of the conditions contained in this permit.
7. This permit may be amended by CCPH. More stringent restrictions may be imposed on the facility during the period when the permit is valid. Amendments will be made in writing and become specific conditions of the permit.
8. Nothing in this permit shall be construed as excusing the permittee from compliance with any applicable federal, state or local statutes, ordinances or regulations.
9. Should any part, section, specific portion, or provision of the conditional land use permit or the operating permit issued by CCPH to **Clark County Public Works Department** be found invalid by judicial process, the remainder of this permit will continue to be binding and in force.
10. All applicable permits including, but not limited to, permits pertaining to air quality, water quality, and water resources shall be acquired and maintained prior to accepting vector waste at **Whatley Pit Decant Facility**.

SECTION IV OPERATING CONDITIONS

The **Whatley Pit Decant Facility** shall always operate under the following conditions unless otherwise approved by CCPH:

1. The facility must operate according to the rules set forth in WAC 173-350-320 & 490.
2. The facility shall be operated according to the approved Plan of Operation (*February 2021*). The permittee must notify CCPH in writing when any deviation or change in the operating plan is considered. An amendment to the permit is necessary by CCPH for changes. Additionally, the Plan of Operation must be updated to reflect any approved changes.
3. The decant facility must not accept, treat, dispose of or store waste designated as dangerous waste in WAC 173-303. In addition, the decant facility may not receive waste that was designated as dangerous or hazardous in their state of origin.
4. The permitted shall follow conditions set by any special waste permits in addition to this permit.
5. Storage, treatment, transportation, recycling and disposal of solid waste shall be executed in such a manner as to prevent:
 - a. Safety and health hazards;
 - b. Damage to the environment
 - c. Creation of nuisances;
 - d. Vermin or vector inhabitation or infestation; and
 - e. Adverse public health affects.
6. In the event of any discharge to the environment resulting from operation of the **Whatley Pit Decant Facility, Clark County Public Works** must notify CCPH and ECY; immediately initiate cleanup and mitigative measures.

SECTION V COMPLIANCE SCHEDULE

General Facility Standards

1. Plan of Operation

An Operation Plan must be provided to CCPH describing the operation of the solid waste facility. The plan must include, but is not limited to:

- a. Describe operation as intended by designer;
- b. Be available for inspection by CCPH;

- c. Assure that the facility be operated in accordance with the plan; and
- d. Specify that future modifications shall be approved by CCPH.

2. Plan Contents

The operating plan must include, but is not limited to, all the following items as applicable to the solid waste handling facility:

- a. Description of the types of waste materials to be handled at the facility;
- b. Description of the procedures used to ensure that dangerous waste and other unacceptable waste are not accepted at the facility;
- c. Description of how waste materials are to be handled on-site, including recycling or recovery, storage, maximum site capacity, methods of adding or removing waste materials from the facility and equipment used, and how operators will ensure adequate dumping capacity at all times;
- d. Description of operator maintenance procedures and inspections as specified in WAC 173-350-320;
- e. Record keeping systems to address records as specified in WAC 173-350-320;
- f. Methods which will be used to control access to the pile
- g. Methods which will be used to control litter, dust, odor, noise and vectors (*i.e. rodents, insects, nuisance birds, etc.*) at the facility
- h. Safety and emergency plans;
- i. As this site may store and/or treat contaminated soils or contaminated dredged materials, specifications included in WAC 173-350-320(6)(a)(ix)(x) must be included in the plan;
- j. Corrective action programs to take if groundwater is contaminated or in the event of other releases;
- k. Closure procedures which the facility will use. The closure methods must, as a minimum, meet the requirements as outlined in the "Solid Waste Handling Standards" (WAC 173-350) and the Clark County Solid Waste Management Plan;
- l. Any other details as stated by CCPH

3. Reporting Requirements -

An annual report must be filed with CCPH & ECY by April 1st based on the previous year's records. This report must include as a minimum:

- a. Name and address of the facility;
- b. Calendar year covered by the report;
- c. Types of solid wastes handled;
- d. Annual quantities and types of solid waste handled by the facility, including amounts received, amounts removed and the amount of waste remaining at the facility at year's end, in tons or cubic yards
- e. Destination of waste material transported from the facility for processing or disposal;
- f. Results of self-inspection and required environmental monitoring and analysis, including, but not limited to, analytical data utilized to characterize soils.

SECTION VI SPECIAL CONDITIONS

1. The decant facility shall accept only street sweeping and vector wastes per the approved Operations Plan.
2. The decant facility shall be operated and managed such that dust and erosion of soil is avoided to the maximum extent practicable.
3. Air emissions (dust, malodors, air toxics, etc.) from construction, operation and all other activities at the site shall be controlled to comply with Washington Air Quality Standards. If excessive or offensive odors are detected, immediate corrective measures will be initiated as described in the approved Operations Plan.
4. Blowing debris shall be controlled so that the entire site is always maintained virtually free of litter. Any debris that escapes the site shall be retrieved and properly disposed of as soon as possible on that same operational day.
5. The permittee shall operate and maintain the site in a manner which avoids the attraction of insects, rodents, birds

and/or other vectors to the most practical extent in accordance with best management practices.

6. Public access to the site shall be controlled as necessary to prevent unauthorized entry and dumping.
7. The permittee shall report to CCPH thirty days prior to any changes in ownership of the site property or of the permittee's or operator's name and address.
8. Notify CCPH within 90 days in advance of facility closure.

Charter for the Whatley Decant & Street Sweeping Recycling Facility Steering Committee

- I. The Committee will be called the Whatley Decant & Street Sweeping Recycling Facility Steering Committee.

It is authorized by Clark County Public Works and will serve as an advisory role to assist in decision making relating to this facility.

This steering committee will be a standing committee under the Whatley Decant Facility Interlocal Agreement. Guests may attend committee meetings at the discretion of this committee.

II. Purposes

The Whatley Decant & Street Sweeping Recycling Facility Steering Committee was created for the purpose of working with Clark County Public Works and shall limit its activities to advising on matters that directly concern this facility. The specific purposes of the Committee may include the following responsibilities:

- Approve the operational plan and procedures governing the standard operating procedures for the site.
- Recommendation for site operating days & hours.
- Provide recommendations for setting rate and fee structures for both decant and street sweeping waste streams (quantity and measurement & approach).
- Research composite or split rates for decant solids/dewatering.
- Provide guidance on material processing and identify potential end use for product produced.
- Provide recommendations for prioritization of major maintenance and facility site improvements.
- Provide recommendations for setting rate and structure for major maintenance and site facility improvements.
- Research options for expanding operations for other public agencies (non-partner use) that express interest in participating in this existing partnership.
- Research options for expanding operations due to increased waste stream growth.
- Site material storage and impact in regard to solid waste handling regulations.
- Hydro excavation material management.
- Other issues or concerns relating to partnering agencies and site management.

APPENDIX C3

III. Relationship of the Steering Committee to Clark County Public Works

It is the role and prerogative of the steering committee to make recommendations regarding the purposes identified in section II of this charter. The steering committee will provide recommendations to Clark County Public Works regarding the points identified in section II of this charter.

IV. Membership

Composition: The steering committee shall consist of 7 voting members. Meeting quorum will constitute at least 4 voting committee members (50% or greater). Members will be selected and appointed by each representative partnering agency. Committee members will be appointed by a directorate level manager in their respective agency. For voting representation on this committee, votes are distributed in relation to initial capital investment made on the site upon its initial development.

Decant Facility Impacts:

Washington State Department of Transportation – 1 vote

Clark County Public Works – 1 vote

City of Vancouver Public Works – 1 vote

Street Sweeping Facility Impacts:

Washington State Department of Transportation – 1 vote

Clark County Public Works – 1 vote

City of Vancouver Public Works – 1 vote

City of Battle Ground – 1 vote

City of Camas – ½ vote

City of Washougal – ½ vote

City of La Center – ½ vote

City of Ridgefield – ½ vote

Entire Facility Impacts:

Washington State Department of Transportation – 1 vote

Clark County Public Works – 1 vote

City of Vancouver Public Works – 1 vote

City of Battle Ground – 1 vote

City of Camas – ½ vote

City of Washougal – ½ vote

City of La Center – ½ vote

City of Ridgefield- ½ vote

APPENDIX C3

All votes are advisory in nature and will be passed onto Clark County Public Works management team. All changes will be reported back through this advisory committee. Changes that are not made, as per recommendations will also be reported back to this advisory committee.

Minutes: Meetings may be transcribed on Microsoft Teams for tracking subsequent action items.

Term: A term of membership shall last a minimum of one year, with a maximum determined by the agency the individual represents. Partnering agencies will be sure to always have an appointed representative on this committee. Partnering agencies can change their steering committee representative at any time, provided the member has served at least one year.

VI. Procedural Rules

By-Laws: The Bylaws of the Interlocal Agreement cooperative govern the working activities of this steering committee.

Meetings: The committee will meet at least 2 times per year. Written notices of upcoming meetings will be emailed to members at least 14 days before a meeting. Meeting dates and times will be voted upon through a digital online poll.

Minutes: Meetings will be transcribed for agencies to reference in the form of minutes.

Recommendations and Reports: Committee recommendations and reports will be submitted in written form. Suggestions for action and justification for those suggestions will be provided in subsequent meetings. Clark County Public Works will respond & react to such recommendations & reports in future committee meetings.

Dismissal: Agency representatives (or designated substitute) are highly encouraged to attend all meetings. Advisory votes can be called at any meeting and will be tallied. A quorum is not required to tally an advisory vote. Committee members will not be dismissed, but agencies need to monitor representative attendance.



**INTERLOCAL AGREEMENT
BETWEEN
CLARK COUNTY and (ENTER AGENCY NAME HERE)
for
DECANT AND/OR STREET SWEEPING PROCESSING
AND DISPOSAL SERVICES**

THIS IS AN INTERLOCAL AGREEMENT (Agreement), made between CLARK COUNTY, a political subdivision of the State of Washington ("County"), and (Insert Agency, state and legal business entity) ("Agency").

WHEREAS, pursuant to Washington's Interlocal Cooperation Act, chapter 39.34 RCW, authorizes local governments to contract with other public agencies via interlocal agreements (ILAs) that enable them to work together to provide services or facilities to the public; and

WHEREAS, the County owns and operates the Whatley Decant Facility, located at 11203 NE 76th Street, Vancouver, WA 98662, (Facility) for the treatment and disposal of storm water liquids and solids, and/or street sweepings generated around Clark County; and

WHEREAS, the County has the resources available to provide such services to the Agency in a cost-effective manner; and

WHEREAS, as set forth in the Charter for the Whatley Decant and Street Sweeping Recycling Facility Steering Committee; hereinafter referred to as Steering Committee, the County and partnership agencies within aforementioned committee shall serve in an advisory role to assist in decision making related to this facility; and

NOW, THEREFORE, THE COUNTY AND AGENCY agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide for utilization of the County's

Whatley Decant Facility for treatment and disposal of storm water solids and liquids, and/or street sweepings generated by the Agency.

2. TERM. The initial term of the Agreement, not including any extensions is a (5) five-year period from **January 1, 2026, through December 31, 2030.**
3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 180 days prior to termination. The Agency agrees to reimburse the County for the cost of services provided, and includes any amounts owed related to import fees or costs of Agency-contributed portion of stockpiled materials, and furthermore; Agency shall be responsible for any remaining proportional projected costs of materials, equipment, hauling, tipping fees, taxes, labor, grinding, screening, chipping, etc., associated with movement of Agency generated materials. The Agency hereby agrees to payment and/or reimbursement as expressed within the body of this agreement and understands that the amount owed may be based on actual or projected costs of remaining materials as identified within this agreement. The County reserves the right to accept services in lieu of monetary funds if in the best interest of the site objectives and if approved in advance by the Steering Committee.
4. EXTENSIONS. The term of this Agreement may be extended in two-year increments of subsequent years by mutual written agreement of both parties, up to maximum of four additional (4) years. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the contract. The County Manager is authorized to approve and execute such two-year extensions without further authorization from the Clark County Council.
5. DEFINITION OF FACILITY AND PARTICIPANTS. The Whatley Decant Facility (Facility), located at 11203 NE 76th Street, Vancouver, Washington was designed and built to treat and store solids, and to treat, store and dispose of storm water liquids removed from storm water and drainage systems, and municipal street sweepings. The original cost of construction of the facility was borne by Clark County, and subsequent expansion occurred through contributions from the Washington State Department of Transportation (State) and the City of Vancouver (Agency) for their impacts related to sizing of the facility. Currently, Clark County, City of Ridgefield, Washington State Department of Transportation, City of Battle Ground, City of La Center, City of Camas, City of Vancouver and City of Washougal compose a Steering Committee which serves in an advisory role to assist in decision making related to this facility.

For purposes and intent of this Agreement, the Facility is further defined as the upper portion of the Whatley Decant Facility site which encompasses the main gate access to, and including the scale, wash rack, upper asphalt stockpile pad, Decant facility, storm water systems and retention ponds.

6. SCOPE OF SERVICES. The County will allow the Agency to bring storm water solids and liquids and/or street sweepings collected inside the Agency boundaries, for treatment and coordinated disposal as defined within this agreement. The County will provide all labor and equipment necessary for the treatment of liquids and solids, and disposal of liquids from the decant and sweeping processed: and shall provide disposal services as outlined in 7B, as necessary to maintain sufficient pad space related to solids treatment and storage areas on the solids pad. The Agency hereby agrees that necessary pad storage space shall be as-determined by the County, with the understanding that pad space for storage and treatment of solids material shall take precedent over any implied or intended cost-savings related to a local reuse event. The Agency also hereby acknowledges that a determination to move solids based on aforementioned storage space may result in the Agency's solids disposal costs increasing significantly higher than cost which are dependent upon participation from the Agency during reuse/disposal haul-out events described in Section 7B.
7. COST OF SERVICES. Service costs will be calculated based on the weight of each imported load and will be itemized according to the specific operations described below for accounting and billing purposes.

The first category, Liquids and Treatment, includes all activities associated with the decant facility's daily operations. This encompasses liquid treatment, testing, maintenance, stormwater management, and handling of solids generated during treatment processes—such as the movement, separation, and turning of materials from decant or street sweeping sources.

The second category covers the handling of remaining solids after the initial liquid treatment. This includes services such as screening, testing, loading, transportation, excess material disposal, tipping fees, and use of equipment like excavators and loaders necessary for handling materials at reuse or disposal sites. It may also include on-site and off-site services such as planting or site improvements.

The Agency acknowledges that the cost of certain services, particularly those tied to partnership-based reuse projects, may vary significantly from year to year, depending on the level of Agency participation.

- a. **COSTS FOR LIQUIDS AND TREATMENT.** The cost of liquids and treatment services under this Agreement are established by the County on an annual basis and based on the projected budget amount over each biennium and the quantity of imported materials from the previous year; unless, at the discretion of the County, there is found to be a more suitable accounting of imported material costs. These costs shall be defined in Exhibit A, incorporated herein by reference and attached. Costs will be based on the budgeted data, tonnages of decant and sweepings material brought into the facility, equipment, upgrades and/or repairs, and any uncollected costs from previous year(s), including costs from redirection of solids to the landfill site or any other less cost-effective options than local reuse. Liquids and treatment services reporting category costs do not include costs specific to the lower pit area or solids disposal/reuse. The lower pit area is designated only for Clark County Public Works Operations use, and Clark County Public Works will be responsible for any and all costs and fees associated with the lower pit, including operations, maintenance, permitting, etc., and any other items related to requirements, needs or projects that occur which are exclusive to Clark County.
- b. **FEES FOR SOLIDS.** Fees of solids-related services under this Agreement are based on scale weights of imported material, an estimated level of decomposition and drying of material, and remaining solids. To achieve consistency for all partnership agencies, each agency will pay an annually determined amount for the type and weight of material they bring into the site, which covers anticipated costs for disposal during a local reuse event. Each agency is responsible for payment of their respective portions of the solids they have imported onto the site.
- c. **FEE FOR REUSE EVENT:** The Agency understands that participation in local reuse events is critical to keeping costs and fees low for all partnership agencies, and participation is preferred but not mandatory. The Agency hereby understands that although not mandatory, significant non-participation causes overall cost, and fee increases to other partnership agencies. The burden of significant non-participation should not be placed on other partnership agencies, and is subject to a separate, proportionally determined payment exclusive to the non-participating agency with a

majority vote from the Steering Committee. In the event of a majority vote of significant non-participation, costs shall be billed to the Agency based on the Agencies percentage-based proportion of material(s) brought into the Facility.

- d. **FEES PER WET TONNAGE:** The Agency understands that fees per wet ton generally vary annually due to overall quality of material, regulator directive, storage pad space restraints, hauling to a landfill, and all other disposal, tipping, tax, overhead, or any other costs or savings subject to variation based on internal or external sources, agreements and/or contracts.

The fees per wet ton as listed on the Exhibit A will be adjusted annually for disclosure purposes of this Agreement. Such adjustments shall occur automatically and do not require a formal amendment to this Agreement. The Agency and County hereby recognize and agree that:

- i. **MAINTENANCE PROJECTS:** There is currently no reserve fee for major maintenance projects, as these projects will be determined by the Steering Committee on an annual basis, and the overall fees will be distributed amongst all partnership agencies. The County reserves the right to create a reserve fund if needed during the scope or extended scope of this agreement, with approval through a majority vote of the Steering Committee.
 - ii. **OVERHEAD CHARGES:** A program overhead charge is included on all imported solids and includes costs for program administration and division support. Changes will be updated annually on Exhibit A.
 - iii. **TAXES:** Solid waste collection tax, currently 3.6%, is included in the import fee for overage material. This tax applies to materials that do not get reused, including overage and solids that are transported to the dump per WAC 458-20-250. Changes to anticipated solids waste collection tax, including tax rate and/or changes in quantity of material to be taxed will be updated annually in Exhibit A.
8. **BILLING METHOD AND PROCESS.** Per wet ton fees based on type of material imported to the facility will be charged by the County to the Agency on a monthly basis. The invoice will identify the dates, type of material and weight of the solid material delivered, with the amount owed during that billing period. Import records will be taken directly from Whatley scale documentation, input into an electronic format by County staff, then sent to the County's Accounting Department for processing and formal billing to the Agency. The County Accounting Department will send billings to the Agency's Finance office for payment and will simultaneously send an informational copy of the

billing to the Agency. Payment by the Agency shall be made within thirty days after issuance of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at a County set interest rate, which is currently one percent (1%) per month. In the event of dispute due to lack of, or illegible information on the scale documentation, the County shall take an average of the most previous three (3) loads of the Agencies similar type of material with completed scale data, and annotate through supporting documentation and/or directly on invoice that an average was applied for billing; this average will be utilized until complete information is available.

9. COMPLIANCE TO OPERATING PROCEDURES. The Agency will be required to follow the terms and conditions outlined in the Clark County Public Works Decant Facility Standard Operations and Procedures Manual, attached as Exhibit B, and incorporated by reference and available to all partnership agencies.
10. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County Manager and Agency Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The County and Agency contract managers shall review service levels, service delivery, and costs on an annual basis. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.
11. DISPUTE RESOLUTION. In the event of a dispute between the County and Agency regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the Clark County Manager and the Agency Manager or their designated representatives shall review such disputes and options for resolution. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the County Manager and the Agency Manager may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
12. INDEPENDENT CONTRACTOR. The County is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and

employee, or principal and agent, between the County and Agency or between any of the County's or Agency's employees. The County shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the County pursuant to this Agreement. Nothing in this Agreement shall make any employee of the County an employee of the Agency or any employee of the Agency an employee of the County for any purpose, including but not limited to, for withholding 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.

13. HOLD HARMLESS/INDEMNIFICATION.

- A. **COUNTY RESPONSIBILITY.** The County agrees to indemnify, defend, save and hold harmless the Agency, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind of nature, which are caused in whole or in part by any act or omission of County, its employees, or agents. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Agency; the Agency retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the Agency by an employee of the County or subcontractor or agent of the County, even if the County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.
- B. **AGENCY RESPONSIBILITY.** The Agency agrees to indemnify, defend save and hold harmless the County, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind of nature, which are caused in whole or in part by any act or omission of Agency, its employees, or agents. In the event that any suit is based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Agency, the County retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the County by an employee of the Agency or subcontractor or agent of the Agency, even if the Agency is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

14. **INSURANCE REQUIREMENTS.** The Agency shall maintain Commercial General Liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, and Automobile Liability coverage with a combined single limit of \$1,000,000; Certificates of Insurance evidencing such coverage shall be provided annually.
15. **ATTORNEYS FEES AND COSTS.** All parties shall bear their own costs of enforcing the rights and responsibilities under the contract.
16. **ASSIGNMENT/SUBCONTRACTING.** Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The County shall not subcontract for the provision of any services it is to provide the Agency under this Agreement without the prior written consent of the Agency.
17. **NO THIRD-PARTY BENEFICIARY.** The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Agency. The Agency does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and Agency do not intend there be any third-party beneficiary to this Agreement.
18. **NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the Agency: **AGENCY NAME**
AGENCY ADDRESS
AGENCY CITY, STATE, ZIP
Attention: AGENCY CONTACT
Email: AGENCY EMAIL

To the County: Clark County Public Works
4700 NE 78th Street
Vancouver, WA 98665
Attention: Roads Operations Manager
Email: josh.lipscomb@clark.wa.gov

The name and address to which notices shall be directed may be changed by either the County or Agency giving the other notice of such change as provided in this section.

19. **WAIVER.** No waiver by either party of any term or condition of this Agreement incorporated in the 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.

20. 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 2 (Term) and 2 (Extensions). Its method of termination is set forth in Section 3. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 6 (Scope of Service) and 7 (Cost of Services). No property shall be acquired pursuant to this Agreement, which will need to be disposed of upon partial or complete termination of this Agreement.
21. 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.
22. 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, provided that pursuant to Sections 3 and 4, respectively, the County Manager or designated agent may approve up to two (2), two-year extensions of this Agreement and additional compensation to the County for additional service hours without further approval of the County Council.
23. DOCUMENT EXECUTION AND FILING. The County and Agency agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and Agency. Upon execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of the Agreement with the Agency Clerk, the Clark County Auditor, and the Washington State Secretary of State. Upon receipt by the Clark County Auditor of the signed originals, each such signed original shall constitute an agreement binding upon both County and Agency.
24. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.
25. 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 County and Agency have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be in effect as of the ____ day of _____, 2026.

CLARK COUNTY

AGENCY NAME

Kathleen Otto, County Manager

X, City Manager

Approved only as to form:
ANTHONY F. GOLIK

Approved only as to form:

Kevin A. McDowell
Deputy Prosecuting Attorney

X,
City Attorney

Exhibit A – Rate Sheet

Exhibit B – 2026 Whatley Operations Plan

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Road Maintenance & Operations

DATE: March 10, 2020

REQUESTED ACTION: Authorize the County Manager to execute agreement with the Columbia Resources Company, L.P. for solid waste transportation, disposal and alternate daily cover (ADC) management services.

 X Consent Hearing County Manager

BACKGROUND

Clark County operates the Whatley facility, a permitted solid waste facility which functions as a processing and loading area for road maintenance-specific materials generated by the County and other participating municipalities. These materials include screening debris, street sweepings, decant solids, and soils from ditching, shouldering, and swale maintenance that are not approved by regulators for local use and must go to an approved landfill for disposal or use as alternate daily cover.

The County has an existing agreement with Columbia Resource Company, L.P. (CRC Agreement) regarding solid waste recycling, transfer, transport, and out-of-county disposal dated January 1, 2006. This new contract for the transport and disposal of the Whatley facility materials will run concurrently with the CRC Agreement with a first term ending on December 31, 2021, with the option to extend the contract to December 31, 2026.

Since Whatley facility materials transport and disposal services provided by Columbia Resource Company do not use the Solid Waste transfer center or transport barges and the material may be utilized for alternate daily cover at the landfill, we receive a substantially lower rate for these services. Revenue is received by the County through fees established for the non-County users of the Whatley facility. These fees, in conjunction with County budget for the County portion of the site use, provide the funding for this new contract.

COUNCIL POLICY IMPLICATIONS

There are no policy changes or implications associated with this agreement.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no policy changes or implications associated with this agreement.

COMMUNITY OUTREACH

A Steering Committee composed of multiple public agencies associated with Whatley operations is aware and approves of the intent and purposes related to this agreement.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

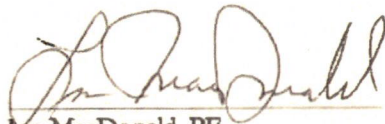
BUDGET DETAILS

Local Fund Dollar Amount	Funded in whole by Import Fees
Grant Fund Dollar Amount	N/A
Account	Road fund
Company Name	Columbia Resources Company, LLC

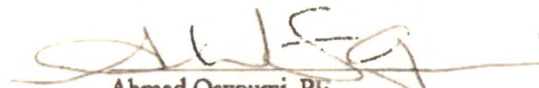
DISTRIBUTION:

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

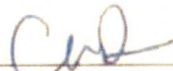
ATTACHMENTS: (1) Solid Waste Transportation, Disposal, and ADC Management Agreement



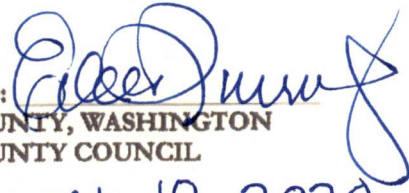
Les MacDonald, PE
Public Works Deputy Director



Ahmad Qayoumi, PE
Public Works Director/County Engineer

for 
Cherie Sabug
Interim Finance Division Manager

Primary Staff Contact: Gregg Ganson, ext. 1682

APPROVED: 
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: March 10, 2020

SR# 638-20



PW20-041

SOLID WASTE TRANSPORTATION, DISPOSAL AND ADC MANAGEMENT AGREEMENT

THIS SOLID WASTE TRANSPORTATION, DISPOSAL AND ADC MANAGEMENT AGREEMENT (this "Agreement"), made and entered into as of March 10, 2020, by and between COLUMBIA RESOURCE CO., L.P., , hereinafter referred to as "Contractor," and CLARK COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "Customer."

RECITALS

- A. Customer desires to obtain from Contractor environmentally sound solid waste transportation, disposal and ADC (as defined below) management services for non-hazardous street sweepings, decanted solids and other solids and soil-related materials generated by multiple public agencies and stored and/or treated at the Collection Site (as hereinafter defined below).
- B. Contractor Columbia Resource Co., L.P., a wholly owned subsidiary of Waste Connections US, Inc., has a current contract with Customer to provide transportation, recycling, transfer station and disposal services.
- C. Contractor is the owner and operator of a solid waste disposal facility in Wasco County, Oregon, known as the Wasco County Landfill (the "Designated Disposal Site"), and holds all required permits, including all permits required by the Oregon Department of Environmental Quality (ORDEQ).
- D. Wasco County Landfill is identified as a Designated Disposal Site in the Customer's approved Comprehensive Solid Waste Management Plan.
- E. Contractor is capable of providing for the transportation of Acceptable Waste; as-defined below, from the Collection Site to the Designated Disposal Site, which transportation service may, at Contractor's option, be provided by means of a subcontract entered into by Contractor with a qualified third party.
- F. Contractor and Customer wish to enter into this Agreement for the transportation by Contractor, or its subcontractor, of Acceptable Waste from the Collection Site, and for the disposal and/or management as ADC of such Acceptable Waste at the Disposal Site using transportation and disposal methods permitted under the laws and regulations of local, state and federal governments.
- G. This Agreement sets forth the terms and conditions of the arrangement between Customer and Contractor with respect to such transportation, disposal and/or management as ADC of such Acceptable Waste.

NOW THEREFORE, under the terms and conditions set forth herein, Contractor and Customer hereby enter into this Agreement:

DEFINITIONS

- A. 2006 CRC Contract means the existing contract regarding solid waste recycling, transfer, transport and out-of-county disposal between Customer and Columbia Resource Company, L.P.
- B. Acceptable Waste means non-hazardous Special Waste that has been approved for disposal or Alternate Daily Cover, as defined below, management by Contractor and which, in compliance with governmental licenses and permits in effect, may be disposed and/or managed as Alternate Daily Cover at the Disposal Site; provided, however, for the avoidance of doubt, such term explicitly excludes Unacceptable Waste.
- C. Alternate Daily Cover ("ADC") means waste materials that are approved by Oregon Department of Environmental Quality as a replacement for soils required to be used at the Disposal Site at the end of each day.
- D. Collection Site means the Whatley Decant Facility in Clark County, Washington. The parties reserve the right to add other collection sites to this agreement, provided other site(s) is/are mutually agreed by both Contractor and Customer.
- E. Contractor means Columbia Resource Company, L.P.
- F. Customer means Clark County.
- G. Designated Disposal Site means Wasco County Landfill, Inc.
- H. Effective Date means the date of formal action by the Customer accepting the agreement.
- I. Effective Anniversary Date means the yearly anniversary, same month and day, of the Effective Date.
- J. Electronically Transmitted means any transmission communication hereunder by electronic means, including but not limited to facsimile transmission, e-mail or other electronic means of transmitted documents.
- K. Force Majeure means acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, labor disturbances, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, equipment or material shortages, or other similar causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party whose ability to perform under this Agreement is impaired or prevented by the Force Majeure event.

- L. Free Liquid means liquid in excess of twenty-five (25) gallons per contained load of waste which readily separates from the solid portions of such waste on delivery to the Disposal Site under ambient temperature and pressure; i.e., liquid in the waste load that causes the waste to fail the "paint filter test" prescribed by the Environmental Protection Agency in its "Method 9095".
- M. Hazardous Waste shall have the meaning set forth in Oregon Revised Statutes §466.005(7), or any successor thereto, and/or matter that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" or "dangerous waste" pursuant to any state or federal law, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. 6901; et seq., and the regulations promulgated thereunder.
- N. Solid Waste shall have the meaning set forth in Oregon Revised Statutes §459.005(24), or any successor thereto; incidental Household Hazardous Wastes; or Small Quantity Generator Waste; Special Waste and all other acceptable solid waste that requires landfill disposal. The term "Solid Waste" shall not include Hazardous Waste or liquids of any kind.
- O. Special Waste for the purposes of this agreement means Solid Waste resulting from:
- a. municipal operations (i.e. street sweepings, eductor trucks and petroleum-contaminated soil from sources such as asphalt, leaves, small wood debris, vehicle fluids or garbage picked up by eductor trucks or sweepers, swales, shouldering, ditching, bank cutting, dig outs, storm water facilities, etc.)
 - b. dead animals under 200 pounds picked up by road crews, which requires handling or extraordinary management at the Disposal Site
 - c. Containerized ash, wire, bulk tanker waste, waste containing free liquids and other wastes that may be covered by a Special Waste Management Plan for the Disposal Site as approved by ORDEQ in accordance with the Disposal Site Permit or any other waste of a character that is significantly different from general mixed residential Solid Waste and that is produced by the commercial, industrial or agricultural operations of a single generator in sufficient quantities to be handled or disposed of by Contractor at the disposal site that may be pursuant to a specially negotiated contract with Customer and approved by Contractor.
- P. Suspicious Waste means waste which Contractor determines, or reasonably suspects may be or contains "Unacceptable Waste."
- Q. Transport and Tipping Fee This fee includes all labor costs, transport fees, state fees, taxes and disposal fees.
- R. Transport Vehicles means dump trucks and pup trailers suitable for hauling Acceptable Waste from Collection Site to Designated Disposal Site.

S. Unacceptable Waste means any and all waste:

1. the disposal of which at the Disposal Site would violate any applicable local, state, or federal laws, regulations, or orders, or conditions of the Designated Disposal Site's operating permit;
2. which constitutes Hazardous Waste;
3. which constitutes Special Waste without an approval in accordance with Contractor's Special Waste approval process;
4. which in Contractor's sole but reasonable discretion Contractor considers to be unacceptable; or
5. containing Free Liquid without an approved Special Waste Application.

T. Uncontrollable Circumstances means a Force Majeure event or a change of local law, state or federal law or regulation, which substantially affects the operating or capital costs of the Customer or the Designated Disposal Site.

AGREEMENTS

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Acceptable Waste Covered by this Agreement; Loading, Transportation, Disposal and ADC Management of Acceptable Waste. During the term of this Agreement and subject to the terms and provisions hereof, Customer shall load or cause to be loaded all Acceptable Waste generated at the Collection Site that is not being stored for retreatment, reuse or utilization as sub-grade fill or other regulatory approved locally sustainable purposes. Transport Vehicles shall be made available by Contractor at the Collection Site, and Contractor shall transport or cause to be transported all Acceptable Waste so loaded into Transport Vehicles from the Collection Site to the Designated Disposal Site and disposed and/or managed as ADC at the Designated Disposal Site. Customer and Contractor shall each perform their respective obligations hereunder using methods of loading, collection, transportation, handling and disposal permitted under the laws and regulations of local, state and federal government.

1.1 Other Material Uses. Collection Site operates under guidance of a multiagency steering committee that may or may not elect to store material for aforementioned purposes. The Contractor understands and accepts that the Customer is under no obligation to provide any amount of Acceptable Waste to Contractor. Acceptable Waste that is not stored for retreatment, reuse or utilization as sub-grade fill or other regulatory approved locally sustainable purposes shall be disposed of by Contractor pursuant to the terms of this Agreement. Contractor also understands that Acceptable Waste may or may not be made available to Contractor, at the sole discretion of Customer, and that no payment shall be due to Contractor for any services outside of what is effectively performed by Contractor under this Agreement.

1.2 Transportation, Disposal and ADC Management of Acceptable Waste. During the term of this Agreement and in accordance with the terms and provisions hereof, Contractor shall make, or cause to be made, available, at the Collection Site within Clark County, Washington, as Customer may specify, Transport Vehicles. Contractor shall provide the transportation services described above itself or through subcontracts entered into by Contractor. Contractor shall cause all Transport Vehicles loaded with Acceptable Waste by Customer, as provided below, to be transported to Designated Disposal Site and Acceptable Waste loaded therein to be disposed and/or managed as ADC at the Designated Disposal Site, but subject to Contractor's right to inspect and reject Unacceptable Waste and Suspicious Waste as provided herein. Contractor shall be responsible for all costs of securing and operating the Transport Vehicles required hereunder. Contractor shall only be obligated to transport Acceptable Waste from the Collection Site to the Disposal Site.

1.3 Loading of Transport Vehicles. Customer, at its sole cost and expense, shall cause each Transport Vehicle to be properly and lawfully loaded at the Collection Site with no more than that amount of Acceptable Waste that can be legally hauled over the streets, roads and highways to be used by Contractor in transporting such Acceptable Waste. Except as otherwise agreed in writing by Customer and Contractor, Customer shall make the Collection Site available to Contractor and cause Transport Vehicles to be loaded with Acceptable Waste from 7:00a.m. to 11:00 a.m., Monday through Thursday of each week, and every other Friday, excluding holidays and days with inclement weather as Customer scheduled staff shifts allow. Other times may be scheduled, later in the aforementioned days, until 2:30 p.m., with a 48-hour (business days) notice prior to loading.

2. Right to Inspect, Reject. Contractor shall not be required to receive, accept or dispose of any Unacceptable Waste. Contractor reserves the right to inspect, at the Designated Disposal Site, any and all waste and other material delivered to the Designated Disposal Site hereunder for proposed treatment or disposal and may reject any Unacceptable Waste or such Suspicious Waste that Contractor reasonably and in good faith believes would, upon disposal, not be consistent with Contractor's special waste management plan, be a violation of local, state or federal law or regulations or in its reasonable opinion would present a significant risk to human health or the environment or create or expose Contractor or Customer or any Affiliate to potential liability.

3. Term of Agreement and Extension Period(s). Upon date of execution of this Agreement, the term and extension period(s) of this Agreement shall run concurrently with the remaining term and extension period(s) of the 2006 CRC Contract, first executed and dated April 11, 1990, and amended and restated on February 27, 2006, then notarized on March 9, 2006. The 2006 CRC Contract is currently active through December 31, 2021 and may be extended through December 31, 2026.

4. Compensation, Transport, Taxes and Fees.

4.1 Compensation, Transport and Tipping Fee. For all Acceptable Waste that is designated by Customer and transported and disposed by Contractor, Customer shall pay to Contractor a transportation, disposal and/or management fee of Thirty-One and 00/100 Dollars

(\$31.00) per ton. This fee includes all labor costs, transport fees, state fees, taxes and disposal fees.

4.2 Customer Cap. An initial agreement cap shall be set based on the Customer's annual budget process to ensure funds are available within Customer's internal finance system. Contractor is aware that payments over the capped amount may be subject to delay. Customer is aware that payment delays are subject to stipulations within this agreement. Customer will make every reasonable effort to ensure the cap amount is not reached and reserves the right to raise this cap amount without Contractor approval if determined necessary by Customer.

4.3 Consumer Price Index Adjustment. Beginning on the first anniversary of the Effective Date and continuing on every subsequent anniversary of the Effective Date thereafter for the term of this Agreement, the per ton Transport and Tipping Fee may be increased or decreased with mutual consent of both parties on January 1 of each year up to the rate of 100% of the percentage point increase or decrease in the Consumer Price Index for the most recent twelve (12) month period for which such index is available. The Consumer Price Index, or "CPI," means the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Portland-Vancouver Metropolitan Area, as prepared by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used. Otherwise, the parties shall agree upon a new index or index substitution.

4.4 Governmental Charges. Transport and Tipping Fees owing hereunder may be surcharged or changed by governmental entities or other entities beyond the control of the parties. In the event the Transport and Tipping Fees charged to Customer are surcharged or increased by any mechanism by any governmental entity or otherwise, the parties shall renegotiate the Transport and Tipping Fee in good faith.

4.5 Payment. At the Designated Disposal Site, Contractor shall weigh all Transport Vehicles loaded at the Collection Site as provided herein to determine the number of tons of Acceptable Waste transported and disposed of hereunder each month. On or before the 10th day of each month, Contractor shall submit an invoice to Customer showing the volume and types of tons of Acceptable Waste disposed, and/or managed as ADC at the Designated Disposal Site in the preceding month and the amounts owed by Customer to Contractor hereunder for such month. Customer shall pay Contractor the full amount of the invoice within thirty (30) days after the date of such invoice. In the event of a dispute as to services rendered or payment owed, Customer shall pay the undisputed portion of each invoice and the parties shall resolve the dispute as provided in Section 10. Payments of undisputed amounts, after the 30-day period, shall be subject to a fee of one percent (1%) monthly of the invoice amount. Contractor shall maintain records of the types and weight or volume of Customer's Acceptable Waste disposed and/or managed as ADC at the Disposal Site and the charges therefore and shall provide copies of such records to Customer with invoices.

5. Allocation of Risk/Uncontrollable Circumstances.

5.1 Uncontrollable Circumstances. Provided that the requirements of this Section 5 are met, neither party hereto shall be considered in default in the performance of its obligations

under this Agreement to the extent that such performance is prevented or impaired by the occurrence of an event of Uncontrollable Circumstances. Contractor and Customer agree that no other events shall excuse nonperformance of either party of its obligations under this Agreement and no events within the control of the parties, including breakage or accidents to machinery, equipment or other facilities, shall excuse nonperformance of the parties' obligations under this Agreement.

5.2 Notice of Uncontrollable Circumstances: Suspension of Performance. If, as a result of an event of Uncontrollable Circumstances, either Contractor or Customer is wholly or partially unable to meet its obligations under this Agreement, then the affected party shall give the other party prompt notice of such event, describing it in reasonable detail. The obligations under this Agreement of the party giving the notice of the event of Uncontrollable Circumstances shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists. The affected party shall use due diligence to resume performance at the earliest practicable time and shall notify the other party when the effect of the event has ceased. Notwithstanding anything to the contrary in this Agreement, if an event of Uncontrollable Circumstances continues for sixty (60) consecutive days, either party may terminate this Agreement with five (5) days' notice to the other party.

5.3 Right to Resolve Certain Force Majeure Events. Notwithstanding anything to the contrary expressed or implied herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of the particular party involved therein, and such party may make settlement thereof at such time, and on such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive such party of the benefit of this Section 5.

6. Compliance with Laws: Limitations on Access.

6.1 Compliance with Laws. During the term of this Agreement, Contractor and Customer and their respective Affiliates and subcontractors shall each fully comply with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations that pertain to the handling, loading, storage, transportation, treatment, disposal and management as ADC of Solid Waste and operation of the Designated Disposal Site and the performance of the obligations and agreements of Contractor and Customer hereunder. Contractor and/or Customer shall be deemed to be in compliance with laws, ordinances, rules and regulations if they are in timely compliance with any regulatory order, including but not limited to any preliminary assessment, remedial investigation, remedial action or corrective action or any legal appeal or review of such orders or requirements. Contractor agrees to give Customer written notice of any noncompliance or notice of violation with respect to Contractor's operating permit for the Designated Disposal Site or of any action commenced in any court of competent jurisdiction involving the operations conducted by Contractor at the Designated Disposal Site.

6.2 Limitations on Access. Both Contractor and Customer may refuse the right of access to their respective Disposal or Collection Site to the other party. In addition, either party may suspend the performance of its obligations hereunder in the event the other party is in

breach of their duties or obligations under Agreement, or if more than forty-five (45) days delinquent in the payment of all or any undisputed portion of Fees owed by Customer.

7. Scope of Operation. Contractor shall be responsible for the transportation from the Collection Site to the Designated Disposal Site of Transport Vehicles loaded by Customer; and Contractor shall also be responsible for the management, storage, treatment, use, processing and final disposal of all Acceptable Waste received at the Designated Disposal Site. Contractor shall also be responsible to comply with the state and federal requirements to fund and implement closure and post-closure maintenance of the Designated Disposal Site until such time as final closure and post closure of the Disposal Site is certified complete by ORDEQ or other successor regulatory agency with jurisdiction. In performing such functions, Contractor shall provide sufficient personnel, equipment and utilities for operation of the Disposal Site in accordance with this Agreement and for closure and post-closure maintenance in accordance with state and federal law.

8. Representations and Warranties.

8.1 Customer. Customer represents and warrants that: (a) all of the waste loaded onto Transport Vehicles by Customer shall conform to the definition of Acceptable Waste set forth in this Agreement; (b) Customer shall, and shall cause its agents, subcontractors, officers or employees which it contracts, to handle and load the Acceptable Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; and (c) Customer and each of its agents, subcontractors, officers or employees has, or will obtain by the Effective Date, all required power and authority (including from any governmental entity pursuant to any applicable franchise agreement) to enter into and be bound by the terms and conditions of this Agreement and to carry out Customer's obligations hereunder.

8.2 Contractor. Contractor represents and warrants that (a) it shall, or shall cause its subcontractors to, transport and dispose of the Acceptable Waste loaded onto Transport Vehicles hereunder in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations, and (b) it shall, and shall cause its Affiliates and any other non-Affiliate with which it contracts, to transport, unload, dispose and/or manage as ADC the Acceptable Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; and (c) it has all requisite power (corporate or otherwise) to enter into and be bound by the terms and conditions of this Agreement and to carry out its obligations hereunder.

9. Insurance. During the term of this Agreement, Customer and Contractor shall each provide and maintain in force, at its respective expense, insurance coverage that meets the minimum limits set forth on Exhibit A, which is attached hereto and made a part hereof. Customer and Contractor shall provide the other with a certificate of insurance on a standard ACORD form evidencing the coverage required above prior to the disposal of Acceptable Waste under this Agreement. Every such certificate shall state that the policies of insurance described therein have been issued and are in force on the date of execution of the certificate.

10. Indemnities.

10.1 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless Customer and its Affiliates, their employees, officers, owners, directors, agents and subcontractors, from and against any and all claims, demand, lawsuits, administrative proceedings, liabilities, penalties, fines, forfeitures, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys' fees and expenses whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter (collectively, "Damages") which any or all of them may hereafter suffer, incur, be responsible for as a result of bodily injury, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with the breach of any representations and warranties of Contractor set forth in this Agreement, or any negligent or intentional actions or omissions or willful misconduct of Contractor, its employees, officers, owners, directors, agents or subcontractors in the performance of its obligations under this Agreement or in the operation, closure or post-closure of the Designated Disposal Site. The failure of Contractor to discover Unacceptable Waste delivered to the Designated Disposal Site by Customer or its Affiliates shall not constitute a breach by Contractor of this Agreement, or any representation or warranty made by Contractor herein. Such indemnity shall be limited to exclude Damages to the extent they arise as a result of any negligent or intentional actions or omissions or willful misconduct of Customer and its Affiliates and their employees, officers, owners, directors, agents or subcontractors.

10.2 Customer Indemnity. Customer shall defend, indemnify and hold harmless Contractor, its employees, officers, owners, directors, agents and subcontractors, from and against any and all Damages which any or all of them may hereafter suffer, incur, be responsible for as a result of bodily injury, property damage, contamination of or adverse effects on the environment, or other loss, to the extent caused by, or arising from or in connection with the breach of any obligations, representations or warranties of Customer set forth in this Agreement, or the use or operation of any Transport Vehicle by, or any negligent or intentional actions or omissions or willful misconduct of, Customer, its Affiliates or their agents, employees, officers, owners, directors, or subcontractors in the performance of Customer's obligations under this Agreement, or the delivery by Customer or its Affiliates of Unacceptable Waste to the Disposal Site (including, without limitation, the delivery to the Designated Disposal Site by Customer or its Affiliates of Unacceptable Waste that is not discovered by Contractor and the mistaken acceptance thereof by Contractor). Such indemnity shall be limited to exclude Damages to the extent they arise as a result of: (a) any negligent or intentional actions or omissions or willful misconduct of Contractor or its employees, officers, owners, directors, agents or subcontractors; (b) the landfill gas arising from the operation of the Disposal Site; or (c) pollution, contamination or release of chemicals or other substances arising from the operation of the Designated Disposal Site but only to the extent such pollution, contamination or release does not result from Unacceptable Waste delivered to the Designated Disposal Site by Customer or its Affiliates (including, without limitation, Unacceptable Waste that is not discovered by Contractor).

10.3 Defense of Suit. In the event of any suit against any party indemnified under this Section (the "Indemnitee"), the indemnifying party (the "Indemnitor") shall appear and defend such suit provided that the Indemnitor is notified in a timely manner of the suit. The Indemnitee shall have the right to approve counsel chosen by the Indemnitor to litigate such suit which approval shall not be unreasonably withheld. In the event a dispute exists over whether a party is entitled to indemnification under this Section 10, each party shall defend itself until the dispute is

resolved and upon resolution of such a dispute, the prevailing party shall be entitled to indemnification for its reasonable attorney's fees and expenses whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter.

10.4 Limitations. If any claims indemnified against under this Section 10 have the potential for coverage under any Insurance, then the indemnities set forth in this Agreement shall be limited as follows:

(a) The indemnities under this Section 10 shall apply only to the extent the amount of any indemnified claim exceeds all amounts collectable under any insurance of Indemnitor covering such claim. Before pursuing recovery under this indemnity, the Indemnitee shall exhaust all recovery available for such claim from Indemnitor's insurance.

(b) The Indemnitor shall not be obligated to pay for the defense of any claim or suit that any insurer of Indemnitor has a duty to defend. If no insurer of Indemnitor defends, then the Indemnitor shall, to the extent obligated to do so by this Agreement, pay for the defense, but shall be entitled to Indemnitor's insured's rights against all Indemnitor's insurers with a potential for coverage of such claim.

10.5 Payment. Once the Indemnitee has exhausted all recovery under all Indemnitor's insurance, the Indemnitor shall pay only the amount of the loss, if any that exceeds the total amount that all insurance has paid for the loss.

10.6 Insurance; Subrogation. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims, which the parties may have against insurers, nor shall any provision of this Agreement waive or relinquish any subrogation or contribution rights that the parties or their insurers may have against another insurer or other potentially liable party. Any monies received from the insurers shall be used to pay any claims covered by such insurance and reimburse the insured for all reasonable costs and expenses, including attorneys' fees and expenses (whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter), expended by it to seek recovery of sums from its insurers.

11. Default; Opportunity to Cure, Termination.

11.1 Events of Default. The following shall constitute events of default by either party under this Agreement:

- (a) breaches of any representations and warranties set forth in this Agreement;
- (b) defaults in the performance of any other material obligations under this Agreement, including, without limitation, noncompliance with laws and failure to maintain insurance;
- (c) seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession of, the operating equipment of the parties of such proportion as to impair their ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted in forty-eight (48) hours, excluding weekends and holidays; or

(d) filing of a voluntary petition for debt relief or the entry of a decree or order by a court in any involuntary case brought under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or the consent to the appointment of or the entry of a decree or order appointing or the taking of possession by a receiver, liquidator, assignee (other than as a party of a transfer of equipment no longer useful or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, or sequestrator (or similar official) of the parties' operating assets, or the making of any general assignment for the benefit of the parties' creditors, or the order for the winding up or liquidation of the affairs of the parties.

11.2 Opportunity to Cure, Termination. If at any time either party determines or becomes aware of an event of default by the other party, the non-defaulting party shall transmit a written notice to the other party as to the nature of such default. Unless the default involves the failure to pay any amounts due under this Agreement (for which the defaulting party shall have ten (10) days to cure such default, but such cure period shall not diminish or otherwise affect Customer's obligation to pay, or Contractor's right to receive, the late payment penalty provided for in Section 4.5 hereof), the defaulting party shall have thirty (30) days from the receipt of said notice to commence actions to cure said default and a reasonable period of time to cure. If the defaulting party fails to cure the default within a reasonable period of time (but in no event longer than sixty (60) consecutive days), the non-defaulting party, in addition to any other remedies it may have hereunder or at law or in equity, shall have the right to terminate this Agreement upon giving written notice.

12. Assignment: Successors and Assigns.

12.1 This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, no assignment by a party hereunder shall be valid unless consented to in writing by the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. The party assigning this Agreement shall provide the other party with written notice and a true copy of the assignment. In the event the non-assigning party objects to the assignment, it shall specify the reasons therefore in writing within ten (10) days of notice of the assignment.

12.2 No assignment shall be valid and binding which endeavors to relieve the assigning party of any obligations to make payments hereunder which accrued prior to the date of assignment or to which the assignee does not affirmatively agree, in writing, to assume all obligations of the assignor under this Agreement.

13. Amendments. This Agreement may only be amended by a written agreement executed by Customer and Contractor.

14. Waiver. No waiver by either party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character.

15. Entire Agreement. This Agreement and any exhibits attached hereto and referenced herein shall represent the entire understanding between the parties and, unless set forth in this

Agreement, no representations, statements or agreements, unless agreed to by the parties in writing, shall modify, change, amend or otherwise affect the obligations undertaken in this Agreement.

16. Change in Law/Regulations. This Agreement is subject to all present and future valid laws and lawful orders of all regulatory bodies, except as otherwise provided herein. Should either of the parties, by force of any such law or regulation, at any time during the term hereof, be ordered or required to do any act relative to this Agreement which substantially impairs or materially changes the party's ability to perform under this Agreement, then the affected party shall notify the other party of this condition. Unless the parties agree in writing to continue this Agreement within thirty (30) days after the effective date of any such law, rule or order, then the Agreement shall terminate on the 31st day after the effective date of such law, rule or order. Nothing in this Agreement shall prohibit either party from obtaining or seeking to obtain modification or repeal of such law or regulation or restrict either party's right to legally contest the validity of such law or regulation. Neither party shall be considered in breach of this Agreement during such time as that party is contesting or appealing any notice of violation, ordinance, rule, regulation or law.

17. Confidentiality of Terms of Agreement. The terms and conditions of this Agreement (including without limitation any terms and conditions of this Agreement such as the disposal fees payable hereunder that may be set forth in any invoice, document or other communication provided hereunder) are subject to the Public Records Act (RCW 42.56 et seq) and are subject to disclosure without any redaction as required by statute and case law.

18. Severability. If any provision of this Agreement is declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20. Execution by Electronic Means. An Electronically Transmitted copy of this Agreement bearing copied signatures will act as an original. Original signatures will be provided as soon as practicable after execution.

21. Notices. All notices required or provided for under this Agreement shall be in writing and shall be effective if: (a) Electronically Transmitted; (b) delivered personally; or (c) sent by certified or registered mail with postage prepaid, or by overnight carrier; and addressed as follows:

If to Customer, addressed to:

Whatley Site Management
Clark County Public Works
4700 NE 78th Street
Vancouver, WA. 98665
Attention: Whatley Management
Fax number: 360-576-0525
E-mail: pubwks.eservice@clark.wa.gov

If to Contractor, address to:

Columbia Resource Co., L.P.
Attn: Pacific Northwest Regional Vice President
501 S.E. Columbia Shores Blvd., Suite 350
P.O. Box 61726
Vancouver, WA 98661

Attention: District Manager
Fax number: ~~360-695-5091~~
E-mail: dans@wcnx.org

Wasco County Landfill, Inc.
2550 Steele Road
The Dalles, Oregon 97058

Attention: District Manager
Fax number: 541-296-6449
E-mail: wasco@skyride.com

and to the attorney for Contractor:

Waste Connections US, Inc.
Attn: Legal Department
3 Waterway Square Place
Suite 110
The Woodlands, Texas 77380
Phone: (832) 442-2200
Fax: (832) 442-2290

or to such other address as any party shall specify by written notice so given. Any notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the United States mail. Any notice or communication given by personal delivery or sent by overnight carrier shall be deemed given upon delivery by the carrier. Any notice or communication Electronically Transmitted shall be deemed given upon the confirmation by the sender of such transmission (which, in the case of an e-mail, shall be deemed to be confirmed if

the sender, subsequent to the sending of the same, does not receive an e-mail indicating that the transmitted e-mail has not been delivered).

22. Independent Contractor. Contractor shall always be an independent contractor and not an employee of the Customer and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein.

23. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save Customer free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

24. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by city, state or federal legislation that is currently enacted or may be enacted during the term of this agreement as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder, pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

25. Equal Employment Opportunity: Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, ~~gender identity~~, sexual orientation, age, disability, marital status or national origin.

26. Public Records Act: Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the laws of the State of Washington, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Customer in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Customer by providing a copy of the request to Customer's Public Records Officer.

***[Remainder of Page Intentionally Left Blank;
Signature Page Follows]***

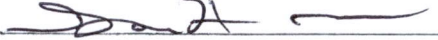
EXECUTED as of the day and year first written above.

Customer:

CLARK COUNTY, WASHINGTON

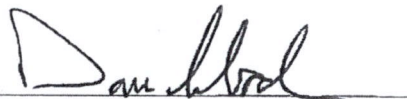
Contractor:

COLUMBIA COUNTY RESOURCE CO.,L.P.

By: 

Name: Shawn W. Hennessee

Title: County Manager

By: 

Name: DAN SCHOOLER

Title: REGION V.P.

Approved as to form only:

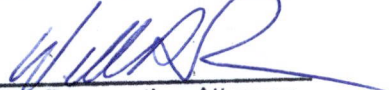
By: 
Deputy Prosecuting Attorney

EXHIBIT A

INSURANCE COVERAGE LIMITS

<u>Coverage</u>	<u>Limits of Liability</u>
1. Automobile Liability with broadened form pollution coverage, for all vehicles used in the performance of duties under this Agreement	\$ 2,000,000 minimum CSL per occurrence
2. Automobile Property Damage, for all vehicles used in the performance of duties under this Agreement.	\$ 2,000,000 minimum CSL per occurrence
3. Commercial General Liability	\$ 2,000,000 minimum CSL per occurrence
4. Employer's Liability	\$1,000,000 each accident \$1,000,000 disease \$1,000,000 each employee
5. Pollution Legal Liability	\$5,000,000 minimum CSL per incident
6. Workers' Compensation	Statutory as prescribed by state law
7. Excess / Umbrella Liability	\$5,000,000 in excess of 1. 2. 3. & 4. above
• All policies, except workers' compensation, will add the other party as an additional insured. • All policies will contain waivers of subrogation in favor of the other party. • All policies of each party shall be primary and non-contributory to any insurance policies carried by the other party, to the extent of such party's indemnification obligations hereunder. • All policies will be written on an occurrence form basis. • All insurance companies providing the policies herein shall be listed in the most recent edition of A.M. Best's insurance reports with a size category of VII or larger, and a rating classification of A- or better. These A.M. Best ratings are to be maintained throughout the Term of this Agreement.	

CITY OF CAMAS - WHATLEY

Record of Imports (for invoicing)

Date	Time	Truck # (last 4)	Heavy Truck (after de- watering)	Light Truck (after off- loading)	Differenc (Weight of Solids to Pad)	Check One		Location where material was picked up	C = Commercial R = Residential M = Multi-Family	Driver Initials	Import Decant cost/WT \$100 (01-2026)	Import Sweeping cost/WT \$59.00 (01- 2026)	Import Cost to Agency
						DECANT	SWEEPINGS						
1/1/2026	12:50	348	44050	26460	17590	X		CAMAS OPS	CRM	TS	100.00	59.00	\$ 1,398.41
1/1/2026	2:00	348	45260	26420	18840		X	CAMAS OPS	CRM	TS		59.00	\$ 555.78
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -

Total Due: \$ 1,954.19

Month: _____ Year: _____
D= Daily, W= Weekly, M= Monthly, A= As-Needed/Appropriate

Whatley Site - Maintenance & Operations Checklist (and Inspection Form)

Decant Treatment Facility & Wash Pad	Minimum Frequency	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Clean all decant facility screens	D																															
Adjust block screens as necessary	D																															
Account for all vactor decant drops	D																															
Verify vactor operators report on log sheet	D																															
Check for vactor waste malodor/contamination	D																															
Check detention ponds for water quality, debris and water depth	D																															
Remove any debris in wash pad trench	D																															
Inspect wash pad vault/basin and vacuum as needed	M																															
Pump water off secondary bays	M																															
Remove sludge from secondary bays	M																															
Check sediment level of decant facility center bays	M																															
Clean out solids in decant/dewatering bays	A																															
Move dried decant to processing area	A																															
Skim floating debris in secondary & center bays	A																															
Wash deck around decant facility	A																															
Transfer decant from covered area to holding area on asphalt deck	A																															
Vacuum center bays as needed (Every 3 to 6 months)	A																															
Ensure all weight tickets have a corresponding entry on Sign-In Log	D																															
Street Sweeping Dewatering & Stockpile Pad	Minimum Frequency	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Verify truck weight on reader board matched recorded number	D																															
Verify sweeper operators report on log sheet	D																															
Turn/Stockpile sweepings as-needed	A																															
Check day (if street sweeper cleans facility asphalt)	A																															
General Site, Lower Pit & Other Material Storage Areas	Minimum Frequency	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Check & clean 76th Street swale intake grates	W																															
Empty small trash cans	W																															
Litter pick facility/site	W																															
Check trash dumpster and call in as needed	W																															
Inspect all equipment & vehicles stored on site for fluid leaks	M																															
Monitor, fix or report nuisance odors	A																															
Monitor, fix or report dust from migrating beyond property lines	A																															
Monitor, fix or report the attraction of vectors	A																															
Weeding and/or mowing (as-needed)	A																															
																				</												

Monthly Inspection Data	Date	Initials	Acceptable Y or N		Record comments, any discrepancies, actions taken, potential issues, etc.
Oil/Water Separator does not have 1" of floating oil, and does not have more than 6" of sludge on bottom of unit.			Y	N	
There are no signs of poor biological conditions in ponds (floating sludge, excessive turbidity, unusual color, etc.).			Y	N	
There is no oil sheen present in ponds.			Y	N	
There is no signs of spills/leakage of any materials of concern or other pollutants throughout the site (refer to Spill Control Plan).			Y	N	
Containers on site have lids/caps and are properly labeled. Safety Data Sheets are accessible.			Y	N	
Emergency Spill kit is replenished. If an item is missing, is there a record of the incident in the Whatley log book? Gensuite® ?			Y	N	
Is sediment in storm drains excessive to the point of clogging drain or otherwise inhibiting the function of the drain.			Y	N	
OTHER COMMENT, OBSERVATIONS, DISCREPANCIES, ACTIONS TAKEN, ETC.					

INSPECTION LOG - Stormwater Pollution Prevention Plan (SWPPP)

A= Acceptable ⓘ= Note Reference

Month/Year:		Date of Inspection & Initials	Any Evidence of Runoff	Any Evidence of Spills	Storm Drains Function Properly	Applicable Alarms or Sensors Working	Were any Items Fixed Since Last Inspection	Is Spill Kit Stocked	Chemicals Labeled, SDS & Storage	pH (6.5- 8.5): Quarterly	Turbidity (<50 NTU): 2X/Month	Oil Grease Visual (Y or N)
Whatley Pit	General Site											
Stormwater & Process	G001 (Front Gate/Road)											
	G002 (Wash Rack)											
	G003 (South Pad)											
	WD01 (Pond)											
Maple Pit	General Site											
Stormwater & Process	RO01 (Behind Shop)											
	RO02 (Behind Fuel Area)											
	RP01 (Pit in Roadway)											
	RP02 (Pond - Pit Entry)											
	RS01 (Roadside Ditch)											
Maple Pit	General Site											
Stormwater & Process	RO01 (Behind Shop)											
	RO02 (Behind Fuel Area)											
	RP01 (Pit in Roadway)											
	RP02 (Pond - Pit Entry)											
	RS01 (Roadside Ditch)											
Finn Hill	General Site											
SW/Process	FH01 (From Hillside)											
Finn Hill	General Site											
SW/Process	FH01 (From Hillside)											
78th Street	General Site											
149th Street	General Site											
Daybreak	General Site											
Washougal	General Site											

Weather Conditions & Notes:

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 23, 2026

AGENDA ITEM NAME: Motion to Approve an Interlocal Cooperation Agreement for 2027-2029
Community Development Block Grant and Home Investment Partnerships
Programs

GOVERNING LEGISLATION

RCW 39.34 Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN:

Council has approved multiple interlocal agreements with partner agencies. Council has approved interlocal agreements for this program in the past, with the most recent agreement expiring at the end of 2026.

SUMMARY/BACKGROUND:

The interlocal agreement is with Clark County, Battle Ground, Camas, La Center, Ridgefield, Washugal, Woodland and the Town of Yacolt. Clark County is the primary agency managing all aspects of the CDBG and Home programs. The interlocal agreement outlines the program parameters and ability for the City of Ridgefield to participate in potential grant funding opportunities.

BUDGET/FINANCIAL IMPACTS:

No financial impact is anticipated by the approval of the interlocal agreement.

RECOMMENDED ACTION OR MOTION:

If the Council chooses to approve the interlocal agreement for 2027-2029 Community Development Block Grant and Home Investment Partnerships Programs, a motion would be:

"I move to approve the consent agenda as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. Intergovernmental Cooperation Agreement for CDBG and Home Programs

#2026-HUD-CITIES

INTERGOVERNMENTAL COOPERATION AGREEMENT
between CLARK COUNTY and the CITIES OF BATTLE GROUND, CAMAS,
LA CENTER, RIDGEFIELD, WASHOUGAL, WOODLAND, and TOWN OF YACOLT

**2027-2029 THREE-YEAR URBAN COUNTY QUALIFICATION and SUCCEEDING THREE-
YEAR QUALIFICATION PERIOD for
COMMUNITY DEVELOPMENT BLOCK GRANT and HOME INVESTMENT PARTNERSHIPS
PROGRAMS**

THIS COOPERATION AGREEMENT (hereinafter referred to as "Agreement") is entered into between Clark County (hereinafter referred to as "COUNTY"), a political subdivision of the State of Washington, and the cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, Woodland, and the Town of Yacolt (hereinafter referred to as "CITIES"), that are each a municipal corporation of the State of Washington within Clark County, for the cooperation of units of local government under the authority of RCW 39.34. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the United States Congress has enacted the Housing and Community Development Act of 1974 (Act), as amended; and
- B. WHEREAS, Congress has found and declared that the nation's cities, towns, and urban communities face critical social economic and environmental problems; and
- C. WHEREAS, Congress has further found and declared that the future welfare of the nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and
- E. WHEREAS, consistent with this primary objective, the federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:
 - 1. The elimination of slums, blight and the prevention of blighting influences, and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income.
 - 2. The elimination of conditions which are detrimental to health, safety and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities.
 - 3. The conservation and expansion of the nation's housing stock to provide a decent home and a suitable living environment for all persons, but principally those of low- and moderate-income.

4. The expansion and improvement of the quantity and quality of community services, principally for persons of low- and moderate-income, which are essential for sound community development and the development of viable urban communities.
 5. A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers.
 6. The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial de-concentration of housing opportunities for persons of lower income, and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of high income.
 7. The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons.
 8. The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population out-migration or a stagnating or declining tax base.
 9. The conservation of the nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.
- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its CITIES; and
- G. WHEREAS, Title I of said Act provides that urban counties may, under some circumstances, receive entitlement for community development funds; and
- H. WHEREAS, one of the criteria for Urban County eligibility is a county population of at least 200,000; and
- I. WHEREAS, the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, Woodland, and Yacolt desire to participate in the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME); and
- J. WHEREAS, this Agreement shall be authorized by the COUNTY and CITIES governing body and executed by the chief executive officer; and
- K. WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has specified the minimum provisions which must be included within any intergovernmental cooperation agreement into which local governments enter to qualify for Urban County eligibility.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows.

- L. The COUNTY and the CITIES agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
- M. The CITIES authorize the inclusion of their populations for purposes of the Act to qualify the COUNTY as an Urban County and Participating Jurisdiction for Community Development Block

Grant and HOME Investment Partnerships Program funds from HUD.

- N. The COUNTY, as the applicant and grantee, assumes full responsibility, including final approval of the annual program, and also assumes all obligations of an applicant as specified in the Housing and Community Development Act of 1974, the amendments thereto, the National Affordable Housing Act of 1990, the amendments thereto, and the regulations thereunder, for Community Development Block Grant and HOME Investment Partnership (HOME) activities for Fiscal Year appropriations and program income generated from the expenditure of such funds. Projects may also be implemented, and funds expended in accordance with subgrant agreements between the COUNTY and the CITIES signatory to this Agreement.
- O. The COUNTY, as the Grantee, shall not fund activities in or in support of, any CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- P. Pursuant to 24 CFR §570.501(b), the CITIES shall be subject to the same requirements applicable to subrecipients including the requirement of a written agreement as set forth in 24 CFR §570.503.
- Q. The COUNTY and CITIES agree that CDBG and HOME grants will be conducted and administered to take all action necessary to assure compliance with:
 - 1. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended.
 - 2. Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42.
 - 3. Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, and Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146.
 - 4. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35.
 - 5. Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part I.
 - 6. Title VIII of the Civil Rights Act of 1968, also known as the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing per 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.
 - 7. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24.
 - 8. Section 3 of the Housing and Urban Development Act of 1968.
 - 9. Any other applicable laws and regulations.
- R. The COUNTY and CITIES agree that, in the event a city undertakes any activity with urban county CDBG or HOME funds which generates program income as defined by the CDBG and HOME regulations, such program income must be paid to the COUNTY.

- S. The COUNTY is responsible for monitoring and reporting to HUD all such program income and the use thereof; therefore, CITIES shall be required to perform appropriate record keeping and reporting as shall be necessary for the COUNTY to perform its required monitoring and reporting function.
- T. The COUNTY and CITIES agree that if real property is acquired or improved, in whole or in part, with CDBG or HOME funds, the following standards shall apply:
 - 1. The CITY shall provide timely notification to COUNTY of any modification or change in the use of such real property at the time of acquisition or improvement, including disposition.
 - 2. In the event the property acquired or improved, in whole or in part, with CDBG funds is sold or transferred for a use which does not qualify as an eligible activity under the CDBG regulations, CITY shall reimburse the COUNTY program in an amount equal to the current fair market value, less any portion thereof attributable to expenditures of non-CDBG funds.
 - 3. Program income generated from the disposition or transfer of property prior to the closeout of a CITY's project activities, the change of status of a CITY, or termination of this Cooperation Agreement between COUNTY and CITY shall be subject to the requirements of Section R of this Agreement.
- U. For the purposes of developing program plans, a Policy Board is hereby established which shall guide in the development of policies and make recommendations to the COUNTY. Such recommendations shall be based upon established criteria for selection of eligible CDBG and HOME activities within the urban county. COUNTY shall receive and act upon the recommendations of said Policy Board, but in no event shall the COUNTY waive or delegate its legal responsibilities as grantee.
- V. The Policy Board shall submit to the COUNTY recommendations for projects and priorities consistent with the objectives of the Housing and Community Development Act of 1974 and National Affordable Housing Act of 1990, as amended and the Consolidated Plan.
- W. The CITY agrees not to apply for grants under the Small Cities or Washington State CDBG or HOME Programs from appropriations for fiscal years during the period in which it is participating in the urban county CDBG and HOME program covered by this Agreement.
- X. The CITY agrees not to sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-federal consideration, but must use such funds for activities eligible under Title I of the Act.
- Y. The CITY agrees not to participate in a HOME consortium except through the COUNTY, regardless of whether the COUNTY receives a HOME formula allocation.
- Z. The CITY as a cooperating unit of general local government has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

- AA. This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028, and 2029, and until CDBG funds, HOME funds, and program income received during the three-year program period are expended and the funded activities completed. Neither the COUNTY nor CITIES may terminate, withdraw, or be removed from the program during the three-year program period.
- BB. This Agreement shall automatically renew for participation for one successive three-year Urban County qualification period of 2030, 2031, and 2032, unless the COUNTY or the CITY provides written notice to the other party it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD.gov Urban County website. The COUNTY shall notify CITIES in writing of the CITIES right to make this election.
- CC. The COUNTY and CITIES agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by the COUNTY or CITIES to adopt any such amendment, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the Agreement for such qualification period.
- DD. The signatory to this Agreement shall remain full participants in the Urban County programs for the life of this Agreement and be bound by its requirements.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 2 day of July, 2026.

CERTIFICATION:

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under state and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal, and publicly assisted housing.

CLARK COUNTY

Approved as to form:

Rebekah Ward-Palmerton

Signature

Senior Deputy Prosecuting Attorney

Title

06/29/26

Date _____

Signature of authorized official:

Kathleen Otto

Signature

County Manager

Title

07/02/26

Date _____

CITY OF BATTLEGROUND

Approved as to form:

Signature

Title

Date _____

Signature of authorized official:

Signature

Title

Date _____

CITY OF CAMAS

Approved as to form:

Signature

Title

Date _____

Signature of authorized official:

Signature

Title

Date

CITY OF LA CENTER

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF RIDGEFIELD

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF WASHOUGAL

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF WOODLAND

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

TOWN OF YACOLT

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date



Certificate Of Completion

Envelope Id: 773B2BF7-5303-8215-83F4-A6FD4BBA873C		Status: Completed
Subject: Complete with Docusign: HUD Urban County Qualification Intergovernmental Agreement 2027-2029		
Source Envelope:		
Document Pages: 8	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Jack Brady
AutoNav: Enabled		1300 Franklin St
Envelopeld Stamping: Enabled		Vancouver, WA 98660
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Jack.Brady@clark.wa.gov
		IP Address: 64.4.184.5

Record Tracking

Status: Original	Holder: Jack Brady	Location: DocuSign
6/23/2026 3:46:50 PM	Jack.Brady@clark.wa.gov	

Signer Events	Signature	Timestamp
Rebekah Ward-Palmerton		Sent: 6/23/2026 4:38:52 PM
Rebekah.Ward-Palmerton@clark.wa.gov		Resent: 6/26/2026 9:14:24 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Resent: 6/29/2026 12:34:19 PM
	Using IP Address: 64.4.181.35	Viewed: 6/29/2026 1:06:05 PM
		Signed: 6/29/2026 1:06:39 PM

Electronic Record and Signature Disclosure:
Accepted: 6/29/2026 1:06:05 PM
ID: 43b140b2-9a6d-486d-87bc-21b1c2942b22

Kathleen Otto		Sent: 6/29/2026 1:06:40 PM
Kathleen.Otto@clark.wa.gov		Viewed: 7/2/2026 3:37:10 PM
County Manager	Signature Adoption: Pre-selected Style	Signed: 7/2/2026 3:53:57 PM
Clark County	Using IP Address: 64.4.181.42	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Accepted: 7/2/2026 3:37:10 PM
ID: 6b0d2140-1369-4c62-9c7a-b25a084f20c7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Rebecca Royce	COPIED	Sent: 6/29/2026 1:06:41 PM
Rebecca.Royce@clark.wa.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/23/2020 4:20:03 PM ID: c6ddaa30-ffba-446a-bdb0-5ac6647941c8		

Carbon Copy Events	Status	Timestamp
Nooreen Ebrahim Nooreen.Ebrahim@clark.wa.gov Clark County, WA Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/2/2026 3:53:58 PM Viewed: 7/2/2026 4:04:50 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2026 4:38:52 PM
Certified Delivered	Security Checked	7/2/2026 3:37:10 PM
Signing Complete	Security Checked	7/2/2026 3:53:57 PM
Completed	Security Checked	7/2/2026 3:53:58 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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Certificate Of Completion

Envelope Id: 003E033B-C9F9-8E88-82FB-89E59A98A4EE

Status: Sent

Subject: Complete with Docusign: HUD Urban County Designation Cooperative Agreement.pdf

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jack Brady

AutoNav: Enabled

1300 Franklin St

Envelopeld Stamping: Enabled

Vancouver, WA 98660

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Jack.Brady@clark.wa.gov

IP Address: 97.120.227.108

Record Tracking

Status: Original

Holder: Jack Brady

Location: DocuSign

7/13/2026 11:20:25 AM

Jack.Brady@clark.wa.gov

Signer Events

Signature

Timestamp

Janean Parker

Sent: 7/13/2026 11:32:23 AM

Janean.Parker@ridgefieldwa.us

Resent: 7/13/2026 11:42:10 AM

Security Level: Email, Account Authentication
(None)

Viewed: 7/13/2026 12:27:18 PM

Electronic Record and Signature Disclosure:

Accepted: 7/13/2026 12:27:18 PM

ID: 3c6d66f7-1430-4342-9b0a-a8eb3be0e54d

City Manager Steve Stuart

Steve.Stuart@ridgefieldwa.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 1/12/2026 10:50:49 AM

ID: c01e328e-c6a2-447d-9f72-86f9fa6ad6e2

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Nooreen Ebrahim

Nooreen.Ebrahim@clark.wa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Rebecca Royce

Rebecca.Royce@clark.wa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 7/23/2020 4:20:03 PM

ID: c6ddaa30-ffba-446a-bdb0-5ac6647941c8

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/13/2026 11:32:23 AM
Envelope Updated	Security Checked	7/13/2026 11:42:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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NOTES:

1. IMPACT FEES AND SYSTEM DEVELOPMENT CHARGES SHALL BE ASSESSED BASED ON FEE SCHEDULES IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
2. CITY OF RIDGEFIELD FINAL PLAT NUMBER "PLZ-26-0061"
3. PURSUANT TO RCW 27.53.060 IT IS UNLAWFUL TO REMOVE OR ALTER ANY ARCHAEOLOGICAL RESOURCE OR SITE WITHOUT HAVING OBTAINED A WRITTEN PERMIT FROM THE WASHINGTON STATE OFFICE OF ARCHEOLOGY AND HISTORIC PRESERVATION. UPON ANY DISCOVERY OF POTENTIAL OR KNOWN ARCHAEOLOGICAL RESOURCES AT THE SUBJECT SITE PRIOR TO OR DURING ON-SITE CONSTRUCTION, THE DEVELOPER, CONTRACTOR, AND/OR ANY OTHER PARTIES INVOLVED IN CONSTRUCTION SHALL IMMEDIATELY CEASE ALL ON-SITE CONSTRUCTION, SHALL ACT TO PROTECT THE POTENTIAL OR KNOWN HISTORICAL AND CULTURAL RESOURCES AREA FROM OUTSIDE INTRUSION, AND SHALL NOTIFY, WITHIN A MAXIMUM PERIOD OF TWENTY FOUR HOURS FROM THE TIME OF DISCOVERY, THE CITY OF RIDGEFIELD COMMUNITY DEVELOPMENT DEPARTMENT OF SAID DISCOVERY.
4. A MINIMUM OF ONE AND MAXIMUM OF FOUR OFF-STREET PARKING SPACES SHALL BE PROVIDED FOR EACH DWELLING UNIT.
5. AT LEAST EIGHTEEN LINEAR FEET OF DRIVEWAY SHALL BE PROVIDED BETWEEN ANY GARAGE OR CARPORT ENTRANCE AND THE BACK SIDE OF THE SIDEWALK, MEASURED ALONG THE CENTERLINE OF THE DRIVEWAY.
6. TABLE OF DEVELOPMENT STANDARDS (18.210.030-1 (PUD))
MINIMUM LOT AREA: 7079 SQ. FT.
MINIMUM LOT WIDTH: 50 FT.
MAX BUILDING COVERAGE: 45%
MAX IMPERVIOUS SURFACE: 60%
MAX BUILDING HEIGHT: 30 FT (35 FT WITH PITCHED ROOF)
MINIMUM SIDE YARD SETBACK: 5 FT
(MINIMUM SIDEYARD SETBACK SHALL NOT BE REDUCED THROUGH THE PUD OR ADJUSTMENT OR VARIANCE PROCESS)
MINIMUM STREET SIDE YARD SETBACK: 15 FT
7. ARCHITECTURAL DESIGN APPROVAL FROM THE CITY OF RIDGEFIELD IS REQUIRED FOR ALL SINGLE-FAMILY HOMES. IT IS THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN DESIGN APPROVAL FOR EACH HOME, INCLUDING MODEL HOMES.
8. ALL FENCES AND WALLS WITHIN THE SUBDIVISION ARE TO COMPLY WITH RDC 18.740.
9. PROJECT DENSITY FOR ALL PHASES OF PARADISE FOUND PUD, PER THE APPROVED POST DECISION REVIEW (PLZ-22-0058), IS 3.96 UNITS/ACRE
10. TRACTS "A", "B" AND "C" SHALL BE RETAINED AND MAINTAINED BY THE DECLARANT AND MAY BE CONVEYED TO THE CITY OF RIDGEFIELD FOR FUTURE ROAD IMPROVEMENTS.
11. ARCHITECTURAL ELEVATIONS COMPLIANT WITH THE VERSION OF RDC 18.208 IN EFFECT AT THE PRELIMINARY PLAT VESTING DATE (PLZ-19-0085) ARE THE RESPONSIBILITY OF THE DEVELOPER/BUILDER AND ARE REQUIRED IN ORDER TO OBTAIN CITY OF RIDGEFIELD BUILDING PERMIT APPROVAL."
12. ANY PARKS, OPEN SPACE, AND TRAILS OWNED BY THE DEVELOPER OR THE HOA SHALL BE MADE AVAILABLE FOR PUBLIC USE AND BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE CITY SHALL BE GRANTED THE RIGHT OF THIRD-PARTY ENFORCEMENT TO ENSURE THAT THE PARKS, OPEN SPACE, AND TRAILS ARE MAINTAINED TO THE STANDARDS UNDER WHICH THEY WERE APPROVED AND CREATED.
13. ALL EXTERIOR LIGHTING SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 18.715.
14. THIS DEVELOPMENT IS VESTED TO THE VERSION OF THE RIDGEFIELD DEVELOPMENT CODE (RMC TITLE 18) IN EFFECT ON NOVEMBER 13, 2018

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED ABOVE HAVE CAUSED THE SAME TO BE PLATTED ACCORDING TO THE PLAT HERETO ANNEXED, SAME TO BE KNOWN AS THE "PARADISE POINTE PLANNED UNIT DEVELOPMENT, PHASE 11", AND HEREBY DEDICATE ALL STREETS AND OTHER AREAS TO THE PUBLIC, AND INDIVIDUAL OR INDIVIDUALS, RELIGIOUS SOCIETY OR SOCIETIES OR TO ANY CORPORATION, PUBLIC OR PRIVATE AS SHOWN ON THE PLAT OR SHORT PLAT AND A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROAD.

HSR PARADISE 6-10 EXCAVATION, LLC

SIGNATURE _____ DATE _____

DECLARANT DECLARATION:

THE UNDERSIGNED AFFILIATE OF OWNER OF THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARES THIS MAP AND DEDICATES THE SAME FOR A COMMON INTEREST COMMUNITY NAMED PARADISE POINTE PLANNED UNIT DEVELOPMENT PHASE 11, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND IS RECORDED PURSUANT TO THE DECLARATION FOR PARADISE POINT ESTATES HOMEOWNERS ASSOCIATION, RECORDED UNDER CLARK COUNTY RECORDING NUMBER 6158808, AND THE PHASE 3 ADDENDUM THERETO RECORDED UNDER CLARK COUNTY RECORDING NUMBER 6158809, AND THE PHASE 2 ADDENDUM THERETO RECORDED UNDER CLARK COUNTY RECORDING NUMBER 6176318, AND THE PHASE 1 ADDENDUM THERETO RECORDED UNDER CLARK COUNTY RECORDING NUMBER 6195601, AND THE PHASE 4 AND 5 ADDENDUM THERETO RECORDED UNDER CLARK COUNTY RECORDING NUMBER 6231962, AND THE PHASE 6-10 ADDENDUM THERETO RECORDED UNDER CLARK COUNTY RECORDING NUMBER 6294172.

BY: _____ PRINTED _____ SIGNED _____ TITLE _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

I CERTIFY THAT I KNOW THAT _____ IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS _____ DAY OF _____, 20____.

SIGNED: _____

NOTARY NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF _____

RESIDING IN _____

COMMISSION EXPIRES: _____

KPF SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A ONE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED IN NOVEMBER 2025

PERIMETER DESCRIPTION:

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE NORTH 88°30'58" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 683.55 FEET;

THENCE SOUTH 01°33'55" WEST, FOR A DISTANCE OF 30.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 289TH STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°30'58" EAST, FOR A DISTANCE OF 80.97 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 43RD AVENUE;

THENCE SOUTH 43°28'31" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 42.44 FEET;

THENCE SOUTH 01°33'55" WEST, FOR A DISTANCE OF 169.50 FEET;

THENCE ALONG THE ARC OF A 224.00 FOOT RADIUS CURVE TO THE LEFT, FOR AN ARC DISTANCE OF 89.42 FEET, THE RADIUS OF WHICH BEARS SOUTH 88°26'05" EAST, THROUGH A CENTRAL ANGLE OF 22°52'24", THE LONG CHORD OF WHICH BEARS SOUTH 09°52'17" EAST, FOR A CHORD DISTANCE OF 88.83 FEET, TO THE NORTHEAST CORNER OF LOT 246 OF "PARADISE POINT PUD PHASE 6-10", ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 312 OF PLATS, AT PAGE 377, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE SOUTH 67°24'47" WEST, FOR A DISTANCE OF 66.90 FEET, TO THE NORTHWEST CORNER OF SAID LOT 246;

THENCE NORTH 88°24'03" WEST, FOR A DISTANCE OF 62.59 FEET, TO THE NORTHWEST CORNER OF LOT 245 OF SAID "PARADISE POINT PUD PHASE 6-10";

THENCE NORTH 01°35'57" EAST, FOR A DISTANCE OF 35.65 FEET;

THENCE NORTH 88°30'58" WEST, FOR A DISTANCE OF 5.00 FEET;

THENCE NORTH 01°33'55" EAST, FOR A DISTANCE OF 278.13 FEET, TO THE TRUE POINT OF BEGINNING.

ALSO, COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 01°40'55" WEST, ALONG THE EAST LINE OF SAID SECTION 17, FOR A DISTANCE OF 30.00 FEET;

THENCE NORTH 88°30'58" WEST, FOR A DISTANCE OF 30.00 FEET; TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 289TH STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH ROYLE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°40'55" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ROYLE ROAD, FOR A DISTANCE OF 390.54 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 88°32'01" WEST, FOR A DISTANCE OF 60.00 FEET, TO A POINT ON THE PERIMETER LINE OF "PARADISE POINT PUD PHASE 6-10";

THENCE NORTH 01°40'55" EAST , FOR A DISTANCE OF 143.23 FEET;

THENCE NORTH 43°33'06" WEST, FOR A DISTANCE OF 201.56 FEET;

THENCE NORTH 75°13'49" WEST, FOR A DISTANCE OF 195.34 FEET;

THENCE SOUTH 01°33'55" WEST, FOR A DISTANCE OF 130.94 FEET;

THENCE SOUTH 61°30'18" WEST, FOR A DISTANCE OF 109.60 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 43RD AVENUE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 176.00 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, FOR AN ARC DISTANCE OF 46.64 FEET, THE RADIUS OF WHICH BEARS NORTH 76°22'52" EAST, THROUGH A CENTRAL ANGLE OF 15°11'03", THE LONG CHORD OF WHICH BEARS NORTH 06°01'36" WEST, FOR A CHORD DISTANCE OF 46.51 FEET;

THENCE NORTH 01°33'55" EAST , FOR A DISTANCE OF 199.59 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 289TH STREET;

THENCE SOUTH 88°30'58" EAST , ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 494.49 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.77 ACRES, MORE OR LESS.

DEED REFERENCES:

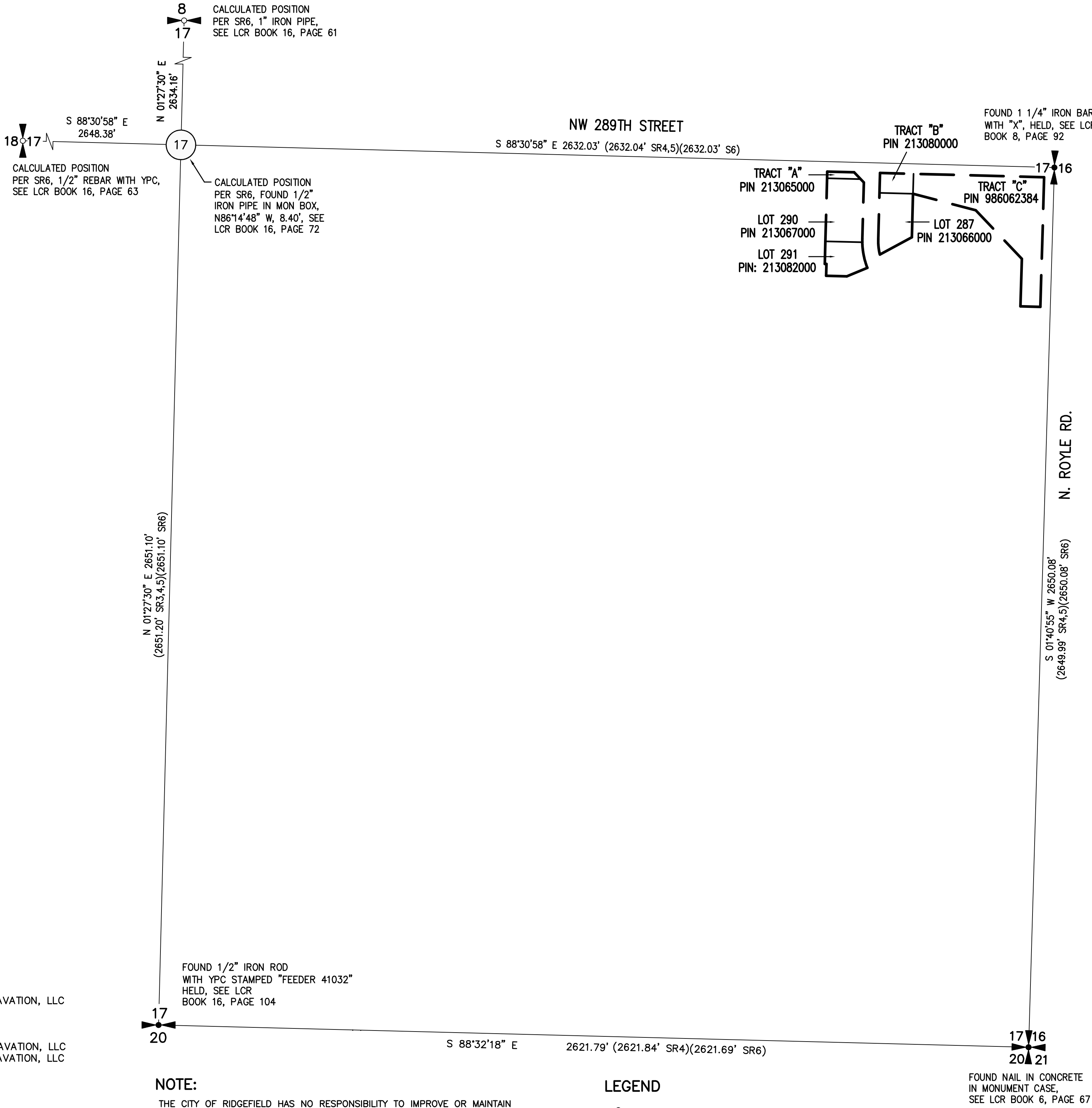
GRANTOR: HSR DEV PARADISE, LLC
GRANTEE: HSR DEV PARADISE, LLC
AUDITORS FILE NUMBER: 6247286
DATED: 5-05-25

GRANTOR: HSR DEV PARADISE, LLC
GRANTEE: HSR PARADISE 6-10 EXCAVATION, LLC
AUDITORS FILE NUMBER: 6257280
DATED: 6-25-25

GRANTOR: HSR PARADISE 6-10 EXCAVATION, LLC
GRANTEE: HSR PARADISE 6-10 EXCAVATION, LLC
AUDITORS FILE NUMBER: 6310229
DATED: 3-13-26

SURVEY REFERENCES:

- 1) LANDMARKERS SURVEY, BOOK 11, PAGE 30
- 2) HAGEDORN SURVEY, BOOK 14, PAGE 160
- 3) LAWSON SURVEY, BOOK 16, PAGE 29
- 4) LAWSON SURVEY, BOOK 17, PAGE 50
- 5) HART SURVEY, BOOK 38, PAGE 67
- 6) MINISTER SURVEY, BOOK 57, PAGE 112
- 7) "PIONEER PLACE PHASE 1", BOOK 311, PAGE 862
- 8) "PIONEER PLACE PHASE 2", BOOK 311, PAGE 868
- 9) "PARADISE POINT PLANNED UNIT DEVELOPMENT PHASE 3" BOOK 312, PAGE 285
- 10) "PARADISE POINT PLANNED UNIT DEVELOPMENT PHASE 1" BOOK 312, PAGE 318
- 11) "PARADISE POINT PLANNED UNIT DEVELOPMENT PHASE 4-5" BOOK 312, PAGE 344
- 12) "PARADISE POINT PLANNED UNIT DEVELOPMENT PHASE 6-10" BOOK 312, PAGE 377



NOTE:

THE CITY OF RIDGEFIELD HAS NO RESPONSIBILITY TO IMPROVE OR MAINTAIN THE PRIVATE ROADS AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS TO IMPROVE OR MAINTAIN THE PRIVATE ROADS PROVIDING ACCESS TO THE PROPERTY CONTAINED WITHIN AND DESCRIBED IN THIS PLAT.

UTILITY AND SIDEWALK EASEMENT:

AN EASEMENT IS HEREBY RESERVED UNDER AND UPON ALL TRACTS AND THE EXTERIOR EIGHT (8) FEET ON ALL BOUNDARY LINES OF THE LOTS ADJACENT TO PUBLIC/PRIVATE ROADS AND TRACTS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALL LOTS CONTAINING PADMOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR EIGHT (8) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS AND TRACTS ADJACENT TO PUBLIC STREETS.

SIDEWALK NOTE:

PRIOR TO ISSUANCE OF OCCUPANCY PERMITS, SIDEWALKS AND PLANTER STRIPS SHALL BE CONSTRUCTED ALONG ALL LOTS IN ACCORDANCE WITH THE APPROVED ENGINEERING PLANS.

LEGEND

- INDICATES CALCULATED POSITION
- (SR#) INDICATES SURVEY REFERENCE
- LCR INDICATES LAND CORNER RECORD
- YPC INDICATES YELLOW PLASTIC CAP
- PIN INDICATES ASSESSORS PARCEL NUMBER

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO INCORPORATE LOTS 287, 290 AND 291 AND TRACTS "A", "B" AND "C" AS SHOWN HEREON, INTO A SUBDIVISION - "PARADISE POINT PUD PHASE 11" CONTROL FOR THIS SURVEY CONSISTED OF EXISTING MONUMENTS FOUND AND ESTABLISHED IN "PARADISE POINT PUD PHASE 6-10", BOOK 312, PAGE 377, RECORDS OF CLARK COUNTY, WASHINGTON. A FIELD TRAVERSE WAS PERFORMED USING A ONE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090.

PARADISE POINTE
PLANNED UNIT DEVELOPMENT
PHASE 11

(PRELIMINARILY APPROVED AS "PARADISE FOUND PUD")

IN A PORTION OF THE
NE 1/4 OF THE SE 1/4
OF SECTION 17,
T. 4 N., R. 1 E., W.M.,
CITY OF RIDGEFIELD
CLARK COUNTY, WASHINGTON
SHEET 1 OF 2

CITY OF RIDGEFIELD FINAL PLAT NUMBER PLZ-26-0061

CITY COMMUNITY DEVELOPMENT DIRECTOR:

CITY COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

CITY PUBLIC WORKS DIRECTOR:

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

CITY ENGINEER:

CITY OF RIDGEFIELD ENGINEER _____ DATE _____

CITY MAYOR:

APPROVED AND ACCEPTED BY THE CITY OF RIDGEFIELD, COUNTY OF CLARK, STATE OF WASHINGTON, THIS ____ DAY OF _____, 2026.

MAYOR, CITY OF RIDGEFIELD

ATTESTED BY: _____
CITY CLERK

CLARK REGIONAL WASTEWATER DISTRICT

DEVELOPMENT PROGRAM MANAGER _____ DATE _____

ASSESSOR:

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. 58.17.170, LAWS OF WASHINGTON, TO BE KNOWN AS _____ PARADISE POINT PUD PHASE 11
SUBDIVISION NO. _____
IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

COUNTY ASSESSOR _____ DATE _____

AUDITORS CERTIFICATE:

FILED FOR RECORD, THIS ____ DAY OF _____, 2026, AT _____, ____M
IN BOOK _____ OF PLATS, AT PAGE _____

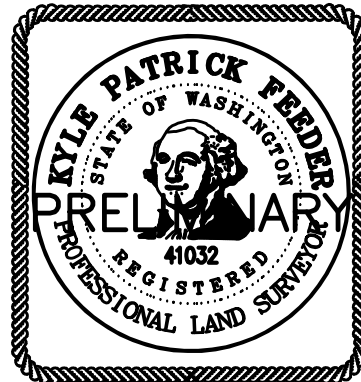
CLARK COUNTY AUDITOR

AUDITORS FILE NUMBER

SURVEYOR'S CERTIFICATE:

I, KYLE FEEDER, A PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF PARADISE POINT PLANNED UNIT DEVELOPMENT, PHASE 11 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN ON THE PLAT.

KYLE P. FEEDER, PROFESSIONAL LAND SURVEYOR, _____ DATE _____
PLS NO. 41032



DATE:	6-12-26
SCALE:	1"=200'
JOB NO.:	18-038
CALC BY:	KPF
DRAWN BY:	GLF
CHECKED BY:	KPF
SHEET	1 OF 2

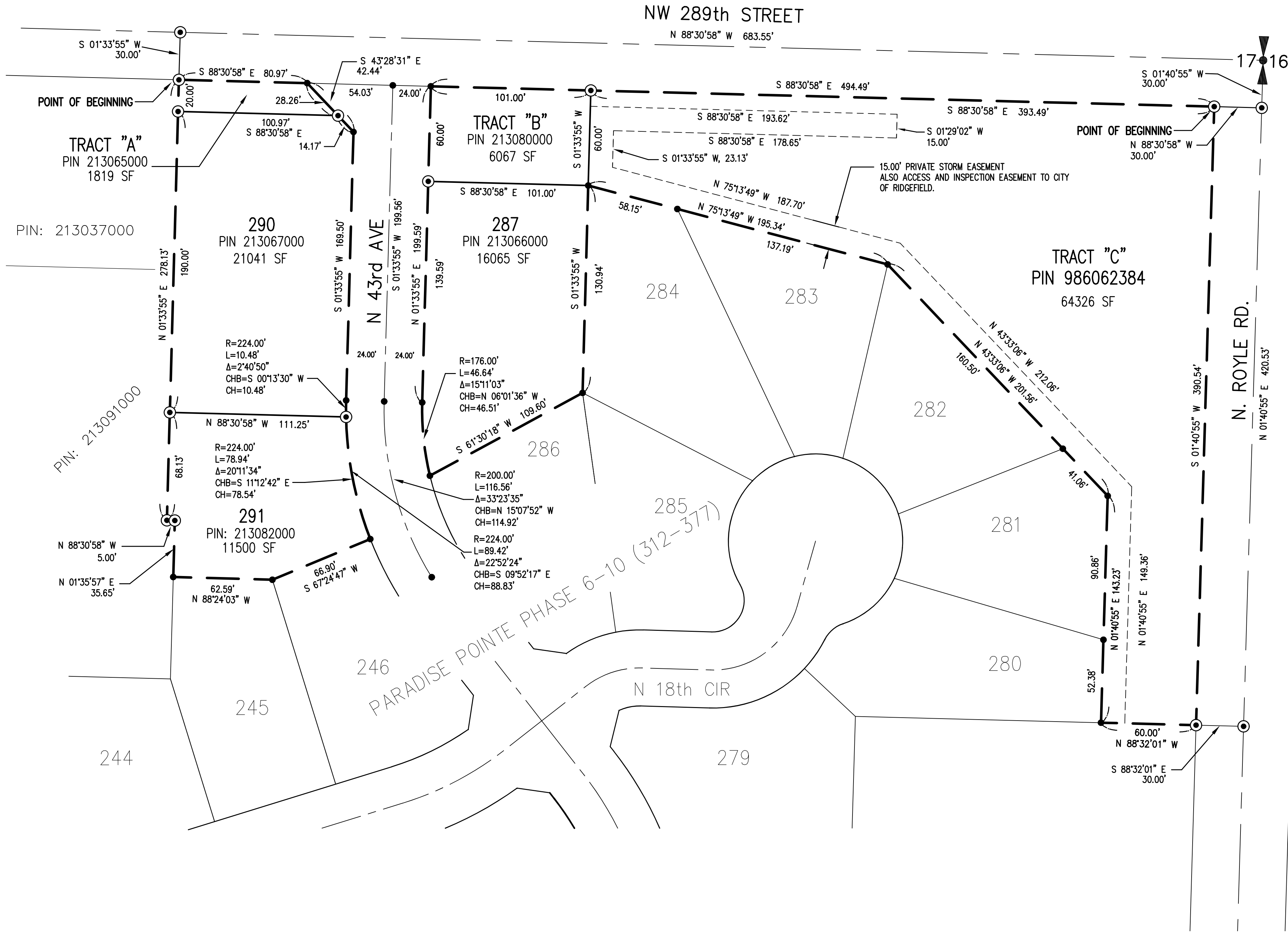
KPF

SURVEYING, INC.

2208 E. EVERGREEN BLVD. VANCOUVER, WA 98661

360-834-0174 FAX: 360-838-0155

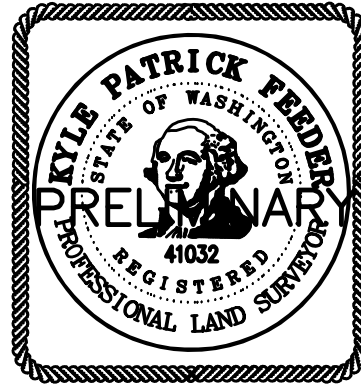
PARADISE POINTE
PLANNED UNIT
DEVELOPMENT
PHASE 11
(PRELIMINARILY APPROVED AS "PARADISE FOUND PUD")
IN A PORTION OF THE
NE 1/4 OF THE SE 1/4
OF SECTION 17,
T. 4 N., R. 1 E., W.M.,
CITY OF RIDGEFIELD
CLARK COUNTY, WASHINGTON
SHEET 2 OF 2
CITY OF RIDGEFIELD FINAL PLAT NUMBER PLZ-26-0061



- LEGEND
- INDICATES FOUND 1/2" REBAR WITH (FEEDER 41032) CAP PER SURVEY REFERENCE NO. 12, UNLESS NOTED OTHERWISE
 - ⊙ INDICATES 1/2" x 24" REBAR WITH (FEEDER 41032) CAP SET MAY 2026
 - INDICATES CALCULATED POSITION
 - (SR#) INDICATES SURVEY REFERENCE
 - LCR INDICATES LAND CORNER RECORD
 - YPC INDICATES YELLOW PLASTIC CAP
 - SF INDICATES SQUARE FEET
 - AFN INDICATES AUDITORS FILE NUMBER
 - PIN INDICATES ASSESSORS PARCEL NUMBER
 - INDICATES RIGHT-OF-WAY
 - - - INDICATES CENTERLINE
 - — — INDICATES SUBJECT PROPERTY
 - — — INDICATES LOT LINE
 - - - - - INDICATES STORM SEWER EASEMENT

N
BASIS OF BEARING: N 88°32'18" W
HELD ALONG THE SOUTH LINE OF THE
SECTION 17, T. 4 N., R. 1 E., W.M.,
PER SURVEY REFERENCE 7.

0 40 80 120
SCALE: 1"=40'



UTILITY AND SIDEWALK EASEMENT:
AN EASEMENT IS HEREBY RESERVED UNDER AND UPON ALL TRACTS AND THE EXTERIOR EIGHT (8) FEET ON ALL BOUNDARY LINES OF THE LOTS ADJACENT TO PUBLIC/PRIVATE ROADS AND TRACTS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALL LOTS CONTAINING PADMOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR EIGHT (8) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS AND TRACTS ADJACENT TO PUBLIC STREETS.

DATE:	6-12-26
SCALE:	1"=40'
JOB NO.:	18-038
CALC BY:	KPF
DRAWN BY:	GLF
CHECKED BY:	KPF
SHEET	2 OF 2

KPF
SURVEYING, INC.
2208 E. EVERGREEN BLVD. VANCOUVER, WA 98661
360-834-0174 FAX: 360-838-0155

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 23, 2026

AGENDA ITEM NAME: Public Hearing and First Reading of Ordinance No. 1484 - Critical Areas Ordinance Amendments

GOVERNING LEGISLATION

RCW 36.70A Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

State law requires local jurisdictions to update their critical area regulations approximately every ten years. The city's consultant team prepared a set of potential amendments to the Ridgefield Development Code, Chapter 18.280, Critical Areas, for consideration by Planning Commission and City Council. The topics addressed in the amendment package are the result of staff input, changes in state legislation, changes to Best Available Science (BAS) guidelines, and stakeholder interviews (including state agencies, Clark County staff, and representatives of the development community). The goals of the proposed amendments are to better protect and manage critical areas locally and to provide clear and objective critical area standards for future development of the city.

In the February 4, 2026 Planning Commission packet, staff shared a report, prepared by the consultants, which outlined key issues relating to the current update of Chapter 18.280 including Avoidance, Mitigation, Buffer widths, and Critical aquifer recharge areas. The report provided a thematic synopsis, as well as detailed interview notes, of the central observations the stakeholder raised during the interview process. The report introduced several questions the Planning Commission might consider during their deliberations regarding amendments to Chapter 18.280.

In the March 4th Planning Commission packet, staff shared the final stakeholder interview notes, a table outlining proposed amendments to Chapter 18.280, and the First Draft of the amendments presented in legislative underline/strikethrough format. The consultants presented their key findings and proposals at the March 4th Planning Commission meeting and Commissioners provided feedback.

Planning Commission conducted a public hearing on the proposed amendment package and made a recommendation of approval with comments to Council on April 1, 2026.

Staff incorporated Planning Commission's comments into an updated draft and sent the proposed amendments to the Department of Commerce for a mandatory 60-day review on April 14, 2026. Staff initiated a 21-day State Environmental Policy Act (SEPA) review and comment period on April 20, 2026. A summary of comments received and updates to the proposed code amendments based on those comments is included as an attachment, along with the most current proposed amendments in full text

and summary form.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

None. Public hearing and first ordinance reading only.

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. CAO comment letter compilation June-22-2026
2. Summary of CAO 18.280 Development Amendments Thematic Matrix 6-10-26
3. Chapter_18.280___CRITICAL_AREAS_PROTECTION AMENDED June-26-2026
4. Draft Presentation Slides

ORDINANCE NO. 1484

An Ordinance of the City of Ridgefield, Washington AMENDING Chapter 18.280 OF THE RIDGEFIELD MUNICIPAL CODE RELATING TO the regulation of Critical Areas within the City

WHEREAS, the City's Critical Areas regulations, codified in Chapter 18.280 of the City's Municipal Code, relates to the designation, classification, and protection of ecologically sensitive and hazardous areas with the City to protect the functions and values of the critical areas; and

WHEREAS, the Growth Management Act requires local jurisdictions to update their critical areas regulations every ten years; and

WHEREAS, the City staff has prepared amendments to the Critical Areas Ordinance to reflect changes in state legislation, changes to Best Available Science guidelines, stakeholder interviews and industry best practices; and

WHEREAS, the Planning Commission considered potential amendments to the Critical Areas Ordinance at their February 4, 2026, and March 4, 2026, public meetings and held a public hearing on the proposed amendments on April 1, 2026; and

WHEREAS, the City submitted notice of the proposed amendments to the Washington State Department of Commerce on April 14, 2026, consistent with RCW 36.70A; and

WHEREAS, the City issued a preliminary SEPA Determination of Non-significance regarding the proposed amendments on April 20, 2026, consistent with WAC 197-11-340(2) and the public comment period closed on May 11, 2026; and

WHEREAS, the City has addressed all the comments received, and proposed certain additional amendments based on those comments, and has issued its final SEPA Determination of Non-significance on July 14, 2026; and

WHEREAS, the City Council conducted a public hearing and the first reading of the proposed amendments to Chapter 18.280 during a regularly scheduled meeting held on July 23, 2026;

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

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds that it is in the public interest to adopt amendments to the City's Critical Areas Ordinance at Chapter 18.280 of the Ridgefield Municipal Code.

Section 2. **Findings of Fact.** Each and every of the recitals contained in the 'whereas' clauses of the preamble to this ordinance are hereby adopted as findings of fact and incorporated herein fully by reference.

Section 3. **Amendments to RMC Chapter 18.280.** The Ridgefield City Council hereby amends Chapter Title 18.280 of the Ridgefield Municipal Code as set forth in Exhibit A, attached hereto and incorporated by this reference:

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, ordinance numbering, section/subsection numbers and any references thereto.

-
Section 5. **Severability.** Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

Section 6. **Effective Date.** This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS ____ DAY OF _____, 2026.

CITY OF RIDGEFIELD

-

Matt Cole, Mayor

ATTEST:

-
Julie Ferriss
City Clerk

APPROVED AS TO FORM:

-
Janean Parker, City Attorney

First reading:

Second Reading

Passage

Date of Publication:

Effective Date:

CRITICAL AREA CODE UPDATE (RDC 18.280):

Comments received during the SEPA and 60-day review periods

June 22, 2026

REGULATORY BACKGROUND

The Growth Management Act (GMA) mandates cities and counties to adopt regulations protecting critical areas, preserving the environment, wildlife habitats, and drinking water. ([RCW 36.70.A.050\(1\)](#).) Critical areas are (a) wetlands, (b) areas with a critical recharging effect on aquifers used for potable water, (c) fish and wildlife habitat conservation areas (including rivers, lakes and streams), (d) frequently flooded areas, and (e) geologically hazardous areas.¹ ([RCW 36.70.A.030.12](#))

The City of Ridgefield protects and regulates development in or near critical areas via [Chapter 18.280](#) of the Ridgefield Development code. Ridgefield protects and regulates development in or near frequently flooded areas via [Chapter 18.750](#). The city protects and regulates Shorelines of the State under its [Shoreline Master Program](#) (SMP) last updated in 2021.

Washington's Growth Management Act (GMA, [RCW 36.70A](#)) requires cities and counties to review and update their critical areas policies and regulations about every ten years. Generally, jurisdictions that fully plan under the GMA update these critical area regulations in conjunction with their comprehensive plan's periodic revision. The City of Ridgefield last performed a complete update of Chapter 18.280 in July 2013. Since that time, there have been changes in legislation and regulation, updates to best available science, and changes in local policies or development patterns. To remain in compliance with current scientific knowledge and regulatory standards, the city must finish its next periodic update to the critical area regulations.

SEPA

Preliminary Threshold DNS

On April 20, 2026, the City of Ridgefield issued a preliminary Threshold Determination of Non-significance (DNS) for the city's Critical Area Code Update Non-project Action. The preliminary Threshold DNS was issued under WAC 197-11. The city, as lead agency,

¹ "Fish and wildlife habitat conservation areas" do not include artificial features or constructs such as irrigation facilities that are maintained by a port district or an irrigation district or company. RCW 36.70A.030(12) Footnote 1.

announced that it would not take action on the DNS for a minimum of 21 days from the date of issuance. The comment period closed at 4:30 PM on May 11, 2026.

The city clerk received the following comments during the 21-day comment period:

- Morgan, David, May 7, 2026 (Morgan)
- Andreotti, Michael, AKS Engineering and Forestry, May 11, 2026 (AKS)
- Brabec, Kyle, Hurley Development, May 11, 2026 (Hurley)
- Morgan, David, Plas Newydd Farm, May 11, 2026 (PN Farm)
- Rotschy, Cornell, Terrace Mitigation Bank, May 11, 2026 (Terrace)
- Woodward, Zac, Habitat Bank, May 11, 2026 (Habitat)
- Morgan, David, Plas Newydd Farm, May 11, 2026 (PN Farm DNS APPEAL)

The City received one comment after the close of the advertised comment period which is not part of the SEPA record but which the city will consider in conjunction with the on-going public participation element of this periodic update.

- Naglich, Francis, Ecological Land Services, May 11, 2026 (ELS)

A summary and response of the SEPA comments are included below.

SEPA Appeal

On May 11, 2026, prior to the close of the 21-day comment period, Mr. David Morgan, Plas Newydd Farm, appealed the preliminary Threshold DNS. The Ridgefield Community Development Director acknowledged the receipt of the SEPA appeal in an email to Camille Aspittle, Plas Newydd Mitigation Lead/Aquatic Ecologist, dated May 11, 2026. The City responded to the appeal, stating that it would formally respond to all comment received during the comment period and that it would share a preliminary version with all commentors before issuing the final SEPA determination.

Regarding the SEPA appeal, the Community Development Director wrote:

Because the final threshold determination has not been issued, the appeal submitted with your comment letter is not yet ripe for review. However, the City can simply hold your appeal until the final determination then process it as an appeal of that decision. In the alternative, you may withdraw the May 11 appeal and be refunded the appeal fee, then choose whether to resubmit after issuance of the final SEPA determination and response to comments.

The city issued its final Threshold determination on **June XX**, 2026.

GMA 60-DAY COMMENTS

Counties and cities city planning under the GMA must provide the Washington State Department of Commerce (Commerce) with notice of its intent to adopt comprehensive plan and development regulation amendments 60 days prior to the final adoption date. State agencies may provide comments to the county or city on the proposed comprehensive plan, or proposed development regulations, during the public review

process prior to adoption. Counties and cities must also provide notice of adoption not more than ten days after adoption. (See [RCW 36.70A.106](#) and [WAC 369-196-630](#).)

On April 14, 2026, the City of Ridgefield provided Commerce with a formal “Notice of Intent to Adopt Critical Area Development Regulation Amendments”. (See Commerce Submittal ID #2026-S-12705.) The 60-day comment period closed on June 12, 2026. The Ridgefield City Council will conduct a public hearing on the proposed amendments to RDC 18.280 on July 23, 2026.

During the 60-day comment period, the City received comments from the following state agency representatives:

- Sears, Tricia, WA Department of Natural Resources, April 20, 2026 (DNR)
- Atkins, Emily, WA Department of Ecology, May 8, 2026 (Ecology) and via virtual meetings on June 9, 2026 and June 18, 2026
- Gossett, Brittney, WA Department of Fish and Wildlife, May 11, 2026 (WDFW)
- Johnson, Deborah, Washington Department of Health, June 11, 2026 (Health)

A summary and response of the 60-day comments are included below.

SYNOPSIS OF SEPA COMMENTS AND CITY RESPONSES

The City of Ridgefield received several comment letters relating to the SEPA preliminary Threshold DNS for the proposed amendments to Chapter 18.280.

SEPA objections to proposed code amendment language

The primary focus of the SEPA comments letters (AKS, ELS, Habitat, Hurley, PN Farm, and Terrace) is the proposal to evaluate opportunities for on-site or local mitigation prior to authorizing purchase of wetland mitigation bank credits. The specific draft code language that is the target of the comments area is:

18.280.010 *Purposes*

E. If avoidance is not feasible, the city may permit impacts in critical areas or their buffers to the extent that mitigation measures implement the goals and policies of Chapter 6, Environment, of the Ridgefield Comprehensive Plan, by restoring or enhancing critical areas and their buffers within the Ridgefield City limits. To implement the goal of restoring or enhancing critical areas and their buffers within the city limits, the following guidelines shall inform the critical area permitting process:

1. The city may require a project to install a minimum of 25% of the required mitigation on the project site, if on-site mitigation is feasible;

2. If full or partial on-site mitigation is not feasible, the city may require the applicant to mitigate project impacts on city-owned or city-controlled property within the city limits;
3. After evaluation of opportunities for on-site or on city-owned or city-controlled properties, the city may authorize the purchase of bank use credits at approved mitigation banks in Clark County.

18.280.060 Approval criteria

E. Compensation.

Does the proposal adequately compensate for the impact by replacing, enhancing, or providing substitute resources or environments?

1. Section 18.280.010 found that management of critical areas is necessary to implement the city's Comprehensive Plan and to provide a variety of valuable and beneficial biological and physical functions that benefit the city and its residents. Therefore, compensatory mitigation should occur within the city's corporate limits when feasible.
2. Twenty five percent (25%) of compensatory mitigation shall occur on the project site, or, if it is not possible to achieve 25% compensatory mitigation on-site, then compensatory mitigation off-site within the city limits is permissible.
3. The city shall authorize wetland or habitat mitigation bank credits only after the applicant has demonstrated that any form of compensatory mitigation is not feasible on-site or elsewhere within the city limits.

18.280.110 Fish and wildlife habitat conservation areas.

C. Additional Critical Areas Report Requirements.

1. *A critical areas report for a fish and wildlife habitat conservation area shall include evaluation of the habitat functions using the Clark County Habitat Conservation Ordinance Riparian Habitat Field Rating Form.*

"Best available science includes requirements that any mitigation eliminate temporal loss as shown in the Best Management Practices for Mitigating impacts to Oregon white oak from WFDW [https://wdfw.wa.gov.publicatoin/02465](https://wdfw.wa.gov/publicatoin/02465) Mitigation for any impact should be in perpetuity with funding for the maintenance of habitat values over time." (Morgan May 7th)

Synopsis of SEPA objections

The following is a synopsis of the primary points and or assertions the comment letters contained. (The full text of each comment letter is contained in the city record.)

- Opposition to stipulating that a minimum of 25% of required compensatory be performed on a project site, within the city, or on city-owned sites is contrary to best available science (BAS) and is a "regressive action" compared to watershed-based approaches.

- The preference for mitigation within the city prioritizes geography over watershed functions and fragments mitigation in an urban environment creating a patchwork of mitigation.
- The approach “undermines the preference for approved mitigation banks.”
- Mitigation banks provide better certainty over time and provide better uplift.
- On-site mitigation efforts often perform more poorly over time than mitigation banks.
- The 25% preference is an “Outsized Land Tax”.
- A city preference for on-site mitigation removes or constrains land already zoned for urban uses and growth.
- The proposal complicates permitting without improving mitigation outcomes and confuses permit-required compensatory mitigation with broader city habitat restoration goals.
- The proposed preference for local mitigation is an “Erosion of By-Right Development” and “Robs Peter to Pay Paul.”
- If the city’s goal is to ensure local mitigation, the city should establish its own mitigation bank.
- The 2008 Federal Mitigation Rule (33 CFR Part 332.3[b] and 40 CFR Part 230.93[b]) establishes a preference hierarchy for the different type of compensatory mitigation available to an applicant. The order of preference (1 through 5) outlined in the 2008 Federal Mitigation Rule recommends mitigation bank credits as the first preference in the hierarchy, Permittee-responsible mitigation under a watershed approach as the third priority and Permittee-responsible mitigation on-site mitigation as the fourth level of preference.
- The Habitat Bank LLC and ELS support the following language:
“Compensatory mitigation shall be selected using a watershed-based approach and shall prioritize replacement of lost wetland functions in a manner consistent with applicable federal and state mitigation guidance. Where approved mitigation bank credits or in-lieu fee credits are available and appropriate for the impacted resource type and service area, such credits shall be considered a preferred mitigation option. Permittee-responsible mitigation, including mitigation located within City limits, may be considered where the applicant demonstrates that it will provide equal or greater ecological function, long-term protection, financial assurance, management certainty, and likelihood of success compared to available third-party mitigation options.”

City Response to the SEPA Comments

- Criticisms of the proposal to encourage on-site or within-city mitigation came from members of the development community, consultants and operators of mitigation banks. During the stakeholder interviews and in their respective 60-day comment letters, neither the Department of Ecology nor the Department of Fish and Wildlife,

which promulgate BAS guidance upon which jurisdictions rely, objected to encouraging compensatory mitigation within the city limits.

- The SEPA comment letters raise important points and illuminate potential problems with the draft language regarding the preference for local mitigation. The goal of the proposed local mitigation was to encourage applicant to consider compensatory mitigation locally rather than to forbid purchase of mitigation bank credits. On-site or city-based mitigation implements several goals and policies of the Chapter six, Environment, in the city's comprehensive Plan.
- An applicant's critical area report and mitigation plan would demonstrate whether on-site mitigation is feasible. Similar to GMA Best Practices, the City wanted applicants to "show their work" regarding avoidance and on-site mitigation before automatically opting for purchase of mitigation bank credits.

Revised draft code language

As a result of the comments received during the advertised SEPA comment period, the project team proposes to modify the proposal regarding on-site and within-city mitigation as follows.

18.280.010 Purposes (New section E.)

E. If avoidance is not feasible, the city may permit impacts in critical areas or their buffers to the extent that mitigation measures implement the goals and policies of Chapter 6, Environment, of the Ridgefield Comprehensive Plan, by restoring or enhancing critical areas and their buffers within the Ridgefield city limits. To implement the goal of restoring or enhancing critical areas and their buffers within the city limits, the following guidelines shall inform the critical area permitting process:

1. The city encourages compensatory mitigation to be conducted on-site when feasible.
2. Critical area mitigation plans shall evaluate the opportunity and feasibility of on-site permittee-responsible compensatory mitigation considering whether on-site mitigation will provide equal or greater ecological function, long term protection, financial assurance, management certainty and the likelihood of success compared to available off-site third party mitigation options such as mitigation banks.

18.280.060 Approval criteria

E. Compensation.

An applicant's mitigation report shall consider whether the proposed mitigation adequately compensates for the impacts to critical areas and buffers by replacing, enhancing, or providing substitute resources or environments.

1. Section 18.280.010 found that management of critical areas is necessary to implement the city's Comprehensive Plan and to provide a variety of valuable and beneficial biological and physical functions that benefit the city and its residents.
2. The 2008 Federal Mitigation Rule (33 CFR Part 332.3[b] and 40 CFR Part 230.93[b]) establishes a preference hierarchy for the different type of compensatory mitigation available to an applicant. The order of preference (1 through 5) outlined in the 2008 Federal Mitigation Rule recommends mitigation bank credits as the first preference in the hierarchy, Permittee-responsible mitigation under a watershed approach as the third priority and Permittee-responsible mitigation on-site mitigation as the fourth level of preference.
3. The city encourages compensatory mitigation to be conducted on-site when feasible.
4. Critical area mitigation plans shall evaluate the opportunity and feasibility permittee-responsible compensatory mitigation at the project site considering whether on-site mitigation will provide equal or greater ecological function, long term protection, financial assurance, management certainty and the likelihood of success compared to available off-site third party mitigation options such as mitigation banks.

SEPA Appeal

Mr. David Morgan representing Plas Newydd Farm, appealed the preliminary Threshold DNS. The letter of appeal asked the City to “reverse the DNS and proceed with full SEPA review, including an EIS.” The city attorney concluded that an appeal of a Final DNS may be allowed but that an appeal of a preliminary Threshold DNS is not timely. A jurisdiction issues a preliminary Threshold DNS and seeks comments on the proposed project or non-project action. At the close of the public comment period, a jurisdiction must review those comments and consider whether the proposed DNS should be approved without changes, modified, or withdrawn and reissued as a DNS or DS (Determination of significance resulting in an Environmental Impact Statement). The city attorney recommended holding the appeal in abeyance until the city issues a Final SEPA decision on this non-project action.

SYNOPSIS OF GMA 60-DAY COMMENTS AND CITY RESPONSES

During the 60-day comment period, the City received the following comments from the Washington State Departments of Fish and Wildlife (WDFW), Ecology (Ecology), Health, and Natural Resources (DNR).

18.280.010 Purpose

E. The City encourages on-permittee-responsible compensatory (on-site) mitigation, when feasible

Ecology does not object to this provision. Fish and Wildlife did not object to this provision.

18.280.020 *General Provisions*

A. Add “geologic hazard areas” to the no-net-loss of functions and values section. (DNR)

A & B. Impacts to drinking water functions and values are not permitted. (Health)

City Response: The City will make the suggested change to the proposed code amendments.

18.280.030 *Applicability and Exemptions*

A.4. Clarify that where critical area regulations overlap, the more restrictive applies. (Health)

B.5&7. Clarify that a critical area permit is not required to apply pesticides, consistent with labeling, outside of the one-year time of travel zone. (Health)

City Response: The City will make the suggested change to the proposed code amendments.

18.280.040 *Approval Process*

B.1.f. Add requirement for a Type I permit of vegetation within a geologic hazard area. (DNR)

B.1.b. Clarify that a critical area permit is required to apply pesticides with the wellhead one-year time of travel zone. (Health)

I. A five foot setback is not required from the wellhead one-year time of travel zone. (Health)

City Response: The City will make the suggested change to the proposed code amendments.

18.280.050 *Submittal requirements*

D. *Critical Area Report*

2. For third party review, the professional consultant should be a “qualified professional” – a term defined in this chapter. (DNR)

City Response: The City will make the suggested change to the proposed code amendments.

E. *Mitigation Plan Requirements.*

1. *Detailed Construction Plans. The mitigation plan shall include descriptions of the mitigation proposed, such as:*
 - g. A description of how the mitigation plan layout will be protected in perpetuity. (DNR)

City Response: The City will make the suggested change to the proposed code amendments.

18.280.060 Approval Criteria

Correct conflicting use of tenses in the list of approval criteria. (Health)

City Response: The City will make the suggested change to the proposed code amendments.

18.280.110 Fish and Wildlife Habitat Conservation Areas Designation

A. Designation

2. Fish and wildlife habitat conservation areas do not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company. The exclusion of said artificial features must be established by a qualified professional on a case-by-case basis. (DNR)

City Response: The City will make the suggested change to the proposed code amendments.

B. Fish and Wildlife Habitat Conservation Areas and Riparian Buffers.

3. If impervious surfaces from previous development completely functionally isolate the designated stream type and associated buffer the regulated fish and wildlife habitat conservation shall extend from the ordinary high water mark to the impervious surfaces. An example would be an existing industrial paved area and warehouses in the riparian buffer.

A determination of functional isolation shall consider the applicable functions and values identified in [Riparian Management Recommendations Volume 1: Science Synthesis and Management Implications](#) (WDFW 2020). Physical structures should be evaluated on a case-by-case basis to determine if they are functionally isolating riparian habitat. An applicant shall demonstrate consultation with WDFW has occurred prior to the city approving a claim of functional isolation. (DNR)

City Response: The City will make the suggested change to the proposed code amendments.

C. Additional Critical Areas Report Requirements.

1. A critical areas report for a fish and wildlife habitat conservation area shall include evaluation of the habitat functions using the Clark County Habitat Conservation Ordinance Riparian Habitat Field Rating Form. ~~or another habitat evaluation tool approved by the Washington Department of Fish and Wildlife.~~ (DNR)

City Response: The City will make the suggested change to the proposed code amendments.

D. *Performance Standards.*

2. *Fish and Wildlife Habitat Conservation Areas and Riparian Buffers.*

c. *Alternative riparian buffer. (DNR)*

WDFW has concerns regarding the absence of specific metrics to define the level of Riparian Management Zone (RMZ) degradation that would make a buffer eligible for reduction. Without a clearly defined baseline condition or threshold for degradation, there is a risk that high-functioning buffers could qualify for reduction, which does not appear to align with the intent of the provision. WDFW recommends adding language to establish a minimum degradation standard that must be met before this alternative pathway can be used. This would help ensure the provision is applied consistently and limited to areas where buffer reduction is appropriate.

City Response: See City response regarding the Alternative riparian buffer method.

c. *Alternative riparian buffer. (City Proposal)*

- i. The community development director may allow an applicant to reduce the SPTH₂₀₀ riparian buffer to no less than the minimum buffer described in Table 18.280.110-1b if the critical area report demonstrates that the reduced buffer will be enhanced to a state that equals the functions and values of the recommended SPTH₂₀₀ riparian buffer.
- ii. Fully vegetated (native species), multi-canopy riparian conservation zones (rcz) cannot be reduced through buffer averaging or reduction.
- iii. RCZs that have been destroyed (total loss), fragmented, and/or degraded - dominated by non-native herbaceous or woody plant species and contain no priority habitats as defined by WDFW shall be allowed to be reduced either through buffer averaging or reduction.

18.280.130 *Geologic Hazard Areas (DNR)*

A. Add steep slope hazard areas to the definition of geologic hazard areas.

- 4. *Steep Slope Hazard Area. "Steep slope hazard areas are areas where there is not a mapped or designated landslide hazard, but where there are steep slopes equal to or greater than forty percent (40%) slope. Steep slopes which are less than ten (10) feet in vertical height and not part of a larger steep slope system, and steep slopes created through previous legal grading activity are not regulated steep slope hazard areas. The presence of steep slope suggests that slope stability problems are possible."*

C *Performance Standards*

- 1. Add the term Steep Slope Hazard Areas to this section.

3. Steep Slope Hazard Areas. Add language to govern Steep Slope Hazard Areas and their buffers.

City Response: The City will make the suggested change to the proposed code amendments.

18.280.140 Critical Aquifer Recharge Area (CARA)

E.4.iii. Other prohibited activities. New on-site sewage systems.

Does the city intend to prohibit new on-site sewage systems? Also see Table 18.280.040-1. (Health)

City Response: The City requires new development to connect to the sewer system. See RDC 18.13.040

G. CARA Reporting.

Clarify that a qualified professional for critical aquifer recharge areas must be a hydrologist, geologist, engineer, or other scientist with experience in preparing hydrological assessments, licensed in the State of Washington.

City Response: The City will make the proposed adjustment.

18.280.150 Wetlands

Generally:

- On balance, our code provisions are acceptable.
- Change Publication date #14-06-029 to #23-06-009 relating to the State Wetland Rating system for Western Washington. (Ecology)
- Make the definition of a qualified professional ecologist and biologist consistent throughout the code. (Ecology)

City Response: The City will make the suggested change to the proposed code amendments.

A. Designating and Rating Wetlands. (add reference to USACE manual)

1. Designating Wetlands. Wetlands are those areas, designated in accordance with the U.S. Army Corps of Engineers' (Corps) manual (U.S. Army Corps of Engineers, 1987) and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0), US Army Corps of Engineers, 2010 or as revised (Ecology)

City Response: The City will make the suggested change to the proposed code amendments.

C. Performance standards

2. Wetland buffers

- b. iii. Buffer width averaging.

Ecology prefers buffer averaging as a method for providing flexibility while maintaining the total buffer area before averaging. Ecology does not recommend the use of buffer reductions as this may reduce the ability of buffers to protect wetlands from adjacent impacts. Ecology “very strongly” does not recommend that buffer averaging and buffer reductions to be allowed on the same wetland.

City Response: The proposed amendments do not allow a combination of buffer reduction and buffer averaging on the same resource.

2. b iv. *Buffer Width Reduction.* Buffer width reduction is disfavored. However, the community development director or designee may authorize the reduction of required buffer widths by no more than 25% provided that an applicant demonstrates why avoidance is not possible and also compliance with the following:

(D) *Buffer width reduction shall not be used in combination with buffer width averaging on the same buffer segment but can be used in combination with the same wetland resource.*

Ecology “Very strongly” recommends removing criteria D that allows for the combination of buffer width averaging and buffer reductions on the same wetland resource. Ecology recommends that this effectively is a “double buffer reduction” and is not consistent with BAS.

Ecology does not believe that the city's wetland buffer reduction provision is consistent with their BAS guidance. However, Ecology does not necessarily believe that our buffer reduction provision is inconsistent with the GMA. If the city retains the buffer reduction provision, which it has used for years, the provision could be appealed. Ecology, however, will not be the appellant, but they would testify that the buffer reduction section is not consistent with their guidance.

Ecology raised concerns about the City allowed buffer reduction of different segments of the same wetland. Ecology disfavors reducing wetland buffers that are fully vegetated; however, the majority of the remaining wetlands in Ridgefield are no longer fully vegetated.

City Response: The proposed amendments do not allow a combination of buffer reduction and buffer averaging on the same resource.

Regarding allowing buffer reduction of different segments of a wetland, the City prepared a graphic showing how that was possible. Ecology appreciated seeing the graphic. The City proposes to insert the graphic into the draft code. In addition, the City will develop regulations that it would require the applicant to follow the avoidance / minimization / mitigation sequencing not only for the entire wetland and buffer but also for the reduction of the buffer segment/fragment itself.

(D) Buffer width reduction shall not be used in combination with buffer width averaging on the same buffer segment but can be used in combination with the same wetland resource.

- i. A fully vegetated wetland buffer, as defined by Department of Ecology guidance, may not be reduced.
- ii. A buffer segment is a specific mapped portion or fragment of a wetland buffer. (See illustration below.) The character of a wetland buffer segment may be determined by topography, vegetation, hydrology, and current use, as well as proposed development.
- iii. An applicant seeking to reduce a wetland buffer must address the need for the proposed buffer reduction using the avoidance, minimization, compensation sequence in RDC 18.280.060.A through G.

Wetland buffer segment diagram

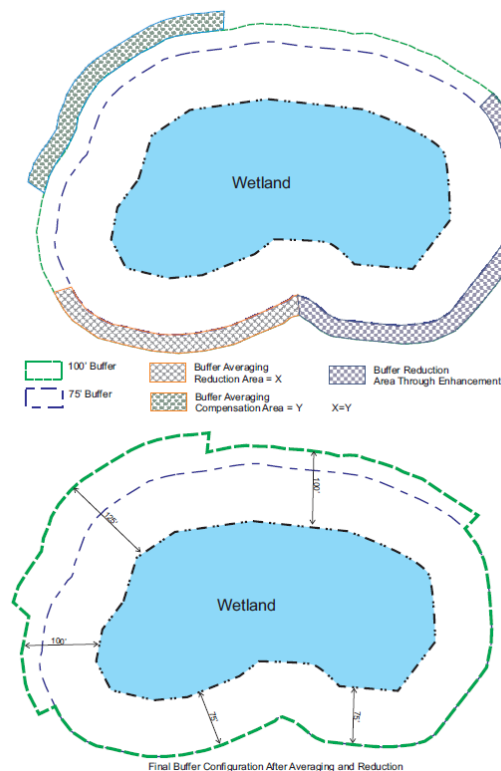


Table 18.280.150-8 Wetland mitigation ratios.

The wetland buffer ratios are consistent with Ecology guidance. However, the table does not include bogs which have higher replacement ratios. Ecology recommends adding bogs and their higher ratios to the table.

City Response: The City will make the suggested change to the proposed code amendments.

18.280.170 Definitions

Qualified professional. For consistency in chapter 18.280, a professional qualified to prepare geologic hazards reports must be a geotechnical engineer or geologist licensed in the state of Washington. (DNR)

City Response: The City will make the suggested change to the proposed code amendments.

-- end --

Critical Areas, RDC 18.280: Matrix of proposed amendments and reason for the change (Thematic)

June 10, 2026

Code Section	Proposed Amendment
Definitions	Several definitions are proposed. Some of the proposed definitions change the description of existing definitions. For example, several state agency representatives suggested that we more carefully define “qualified professional” and adopt agency language defining “Avoidance” and “CARA.” Some new definitions are the result of amending substantive code sections. For example, “Wellhead protection area” and “Enhancement” are concepts that take on more meaning in the proposed amendments.
18.100.110-A and 18.280.170 – New Definitions	<u>New definition.</u> Avoidance. Avoidance means the act of refraining from committing an act such as refraining from adversely impacting critical areas.
	<u>New definition.</u> Enhancement means an increase or improvement in quality or extent of the functions and values of critical areas or their buffers. (See Ridgefield Comprehensive Plan, Policy EN-3, Restoration and enhancement. “Promote and facilitate ecosystem restoration and enhancement.”)
	<u>New Definition.</u> Wellhead protection area (WHPA)" means protective areas associated with public drinking water sources established by water systems and approved or assigned by the state department of health. WAC 365-190-030(23).
18.280.030 – Applicability and exemptions	A.1. Link critical area terms to the Definition section.
18.280.030 - Exemptions	B.4.b. Minor syntax change.
18.280.050 – Submittal requirements	A. Add reference to the definition of a ‘qualified professional.’
	B.1. Tie the need for a ‘Critical Area Report’ to the definitions for critical areas in 18.280.015.A.
18.280.170 - Definitions	Qualified professional. Amends language regarding licensing and qualifications recommended by several state agencies.
Purposes and Procedures	Many of the changes proposed in this section are the result of conversations with agency representatives; the item is marked (<i>AGENCY</i> – identify the agency). There are a few changes that are the result of existing city practices or policies that, as a result of development review issues, we suggest should be corrected. These changes are marked (<i>CITY</i>) which are explained briefly. <i>STAKEHOLDERS</i> proposed some changes.
18.280.010 - Purposes	A. Clarify that Chapter 18.280 applies to land within the city limits, not the UGA. (<i>HEALTH</i>)
	D. <u>New section.</u> The city strongly encourages avoiding adverse impacts to critical areas and their buffers. The degradation of potable groundwater quality is strictly prohibited. (<i>ECOLOGY & HEALTH</i>)
	E. <u>New section.</u> When the city permits impacts to critical areas, the city encourages the applicant to mitigate on site, when feasible. A critical area report and mitigation plan must include an analysis of the potential for on-site mitigation, comparing the values of on-site mitigation versus off-site mitigation. (<i>CITY – this new purpose section supports the policy of encouraging some of the required mitigation to on site or within the city. It helps implement the Comprehensive Plan policy ENF-3 that encourages enhancement of critical areas.</i>)

18.280.015 – Critical Areas	<u>New section.</u> Identify the five types of critical areas chapter 18.280 covers and tie the lit to the RCW and to the definition section of 18.280. <i>(HEALTH)</i>
18.280.020 – General Provisions, No Net Loss	A. Identify critical areas no net loss applies to. No net loss of critical area function does not apply to wellhead protection areas because adverse impacts to potable drinking water are not acceptable. <i>(HEALTH)</i>
18.280.020 – Relationship to other regulations	B. Clarify that when Chapter 18.280 and the city’s Shoreline Master Program (SMP) overlap, the SMP governs. Clarify that when regulations in chapter 18.280 are in conflict with other regulations in the RDC, the regulation which provides the greater protection of a critical area control. Insert Washington State Pollution Control Act. <i>(HEALTH)</i>
18.280.020 – Regulatory flexibility	D. Delete the last two sentences which exempt domestic use site conditions from the critical area review process. The section is in conflict with state agency recommendations regarding Best Available Science (BAS) because it provided an exemption to BAS without a scientific basis. <i>(CITY & ECOLOGY - these sentences allow circumvention of BAS requirements. Also, the city experienced some issue wherein an applicant attempted to eliminate a required buffer to a wetland altogether.)</i>
18.280.030 - Exemptions	A.5 Increase area of buffer where harmful chemicals are prohibited from 25-feet to 50 feet. <i>(HEALTH)</i>
18.280.040 – Approval Process	B.6. Allow use of walk-behind motorized equipment for vegetation removal that does not cause ground compaction. <i>(STAKEHOLDER – use of this type of equipment is an agency recognized standard. Requiring hand removal greatly increases time required to maintain a buffer.)</i>
	B.7. Exempt application of pesticides, fungicides and herbicides beyond 50 feet of a critical area, other than a wellhead protection area, when applied by an applicator licensed in the State of Washington and subject to a city-issued permit. <i>(HEALTH - clarify where such materials could safely be used, particularly if used according to the label instructions.)</i>
	B.22 Adopt Ecology’s BAS recommendations for exempting wetlands 4,000 S.F. or smaller from critical area review. <i>(ECOLOGY -new BAS recommendation for small wetlands. Change from 5,000 s.f. to 4,000 s.f.)</i>
	A.2.b. Add WA Department of Health to list of agencies to consult for scientific opinions. <i>(HEALTH)</i>
	A.5. Minor text change. <i>(CITY)</i>
	B.1.b. Clarify that application of pesticides within a wellhead one year time of travel zone may require a critical area permit. <i>(HEALTH & CITY – Health is concerned that chemicals can enter the groundwater supply too quickly. The city suggests using the 1-year time of travel as a metric.)</i>
	F.1. Exclude wellhead one year time of travel zone from requiring a critical area marker. <i>(HEALTH – did not see the value in such signs as the zone of travel is not a regular polygon.)</i>
	F.3. Allow community development director to modify standards for critical area and buffer markers. <i>(CITY – provide the CD director with discretion to allow signage location based on characteristics of the buffer.)</i>
18.280.050 – Submittal	I. Eliminate requirement for a 5-foot building or structure setback from a wellhead one-year time of travel zone. <i>(HEALTH – the 5-foot standard is not meaningful and could prohibit public works from constructing needed well and pump structures.)</i>
	J.1.b. Increase the required financial security from 110% to 125%. <i>(MULTIPLE – suggested the higher value is a more widely used practice.)</i>
18.280.050 – Submittal	B.6. A written response outlining how a project will avoid probable impacts to critical areas and buffers and will cause no net loss of critical area functions and values. <i>(AGENCY – ECOLOGY & WDFW – the agencies suggest that Avoidance is the</i>

requirements	<i>first step best practice supporting BAS. Procedurally, staff at the pre-app stage would instruct the applicant to provide written and/or visual evidence of how they first tried to avoid impacts on critical areas. The city may require an internal alternatives analysis to determine if the avoidance criteria have been met. At the development review stage, an application that does propose to impact critical areas but which does not include an analysis of avoidance would be technically incomplete.</i> B.7. If the written response demonstrates that avoidance is not feasible, the application must include a rationale for minimizing impacts that cannot be avoided. C. Other Reports. Clarify that a critical area report may be required for critical areas that are listed in 18.280. <i>(HEALTH – alert potential applicants what types of critical; area reports might be necessary.)</i> D.2. Critical; area report review. Allow third party review of critical area report if the applicant and a reviewing agency disagree about the scope, nature, findings, and recommendations of a critical area. Applicant shall pay for third party review. The community development director is authorized to make findings resolving the disagreement. <i>(STAKEHOLDER – This would establish a city-based mechanism to potentially resolve disputes between an applicant and a regulatory agency about critical area management. The Stakeholder believed that this would provide both flexibility regarding mitigation measures and certainty that there would be a final decision within a specific timeframe. Staff would set and administrative, rather than code based, cap on the cost of third party review.)</i> E. Mitigation plans. Mitigation plans do not apply to wellhead protection areas because the city prohibits adverse impacts to public drinking water. <i>(HEALTH – clarifies when mitigation plans are appropriate.)</i> Title. Add “Avoid, minimize, compensate, no net loss.” <i>(ECOLOGY & HEALTH – housekeeping change to put these actions under one heading.)</i>
18.280.060 – Approval criteria	Adds two approval criteria. A technically complete critical area report must address subsections A through G. <i>(ECOLOGY & CITY)</i> A. Avoidance. Prior to the city authorizing minimization of impacts or compensatory compensation, the applicant shall demonstrate that Avoidance is not feasible. <i>(ECOLOGY – Affirms the policy that an applicant must first consider Avoidance. To implement this policy, staff could develop a methodology that includes metrics to evaluate feasibility such as size of the project area, amount and type of impacts, cost to the applicant, and consistency with relevant Comprehensive Plan policies.)</i> B. Minimize the impact. Avoid fragmentation of the resource. C. Rectify or eliminate the impact. Repair or rehabilitate the resource. D. Reduce or eliminate the impact. The temporal life of the impact. E. Compensation. The city encourages Permittee-responsible mitigation to be conducted on-site when feasible. F. Monitoring – measure success over time. G. Consistency with the Comprehensive Plan and purposes of Chapter 18.280
18.280.080 – Minor exceptions	A. clarify that the process for reviewing a request for a minor exception is governed by RDC 18.350 – Adjustments. <i>(CITY – clarifies which regulatory process the staff will use to evaluate a request to modify compliance with a standard – RDC 18.350 is the long-standing procedure process.</i>

	B.6. The city may not grant a minor exception that would allow impacts to public drinking water. <i>(HEALTH)</i>
18.280.090 – Reasonable use and public utility exceptions	B. Public utilities may not receive a minor exception that would allow adverse impacts to public drinking water. <i>(HEALTH)</i>
18.280.110 – Fish and Wildlife habitat conservation areas	B. Fish and Wildlife Habitat Conservation Areas and Riparian Buffers. This section adopts the WDFW Site Specific Tree Height 200 (SPTH₂₀₀) recommendations as the base line for establishing riparian buffers which will result in wider buffers for non-fish bearing streams. As an alternative, the section allows an applicant to use the current buffer widths if they enhance the buffer to equal the anticipated functions and values of the SPTH₂₀₀ guidance. <i>(AGENCY – WDFW & CITY – This section demonstrates the city’s willingness to adopt the new BAS recommendation regarding riparian buffers. It also acknowledges that the current BAS riparian buffers may be used IF the applicant enhances to functions and values of the buffers. WDFW staff did not object outright to the proposal.)</i> Table 18.280.110-1 . Increase the minimum buffer width for Type Np and Ns — Perennial or seasonal streams with low mass wasting potential from 50 feet to 100 feet based on WDFW guidelines. New Table 18.280.110-1b establishes an alternative minimum buffer width based on current riparian buffer width. New Table. Table 18.280.110-3 provides examples of techniques that might be used to enhance an alternative buffer in addition to additional plants and materials. <i>(WDFW & CITY – The changes to buffers widths to these smaller streams is based on recent agency BAS. Again, the City proposes a compromise measure that an applicant may use IF the applicant enhances the stream buffers.)</i> D.2.e. Performance standards – buffer reduction. WDFW strongly disfavors using double buffer adjustments. As an alternative, this section provides: Buffer width reduction shall not be used in combination with buffer width averaging on the same buffer segment of a multi-segment riparian buffer but can be used in combination with the same wetland resource. For example, the lineal distance of a buffer segment, if eligible for buffer reduction, is not eligible for buffer averaging. Double reduction of a segment of a buffer is not allowed. However, one segment of a buffer may be reduced and a separate segment of a buffer may be averaged. <i>(WDFW – The regulatory agency recommends adopting the updated BAS. The city offers a compromise that is based on its practice of allowing buffer adjustment in some circumstances but accepts that ‘double’ reductions are not allowed.)</i>
18.280.130 – Geologic Hazards	A. Designation, Landslide hazards. <i>(DNR – The current ordinance does not adequately recognize that landslides are also geologic hazards.)</i> A.1.b. Identifies the Washington State Department of Natural Resources Geologic Information Portal as a technical resource. <i>(DNR – The subsection points the user to the WDNR’s very useful web mapping portal.)</i> B.1. Information requirements, Critical area report. The geotechnical report must be authored by a geologist licensed in the State of Washington and must also address public safety. <i>(DNR – Two separate points: (1) require that the qualified professional be licensed in Washington and (2) ensure that a geotechnical critical area report also considers public safety as a criterion for evaluating slope stability.</i> C. Performance standards.

	C.1.a.v. Repeats need for a report authored by a qualified professional licensed in the State of Washington. <i>(DNR – that the qualified professional consultant be licensed in the State of Washington is a significant concern for WDNR staff.)</i>
18.280.140 – Critical aquifer recharge areas (CARAs)	Repeal and replace the section. <i>(CITY & HEALTH) The two driving forces behind a repeal and re-write of the CARA section are: (1) Protect the city’s public drinking water sources and (2) clarify and streamline the CARA review process within the city. The new Section will:</i> <i>Designate the entire city limits as a CARA II [the least restrictive CARA] because the entire city limits are within the Troutdale Sole Source Aquifer; exempt many uses, residential use [not mixed use] from CARA review; establish CARA I protection around wellheads and one-year time of travel zones for groundwater movement; limits uses that could degrade public drinking water within the one-year zone; establish the requirements for a criteria for CARA critical area report. The last section updates reference to the WAC and RCW provisions relating to clean water.)</i>
18.280.150 - Wetlands	A. Written evidence prepared by a qualified ecologist or biologist addressing the proposed buffer width reduction and demonstrating how the reduced buffer will enhance the functions and values of the adjacent wetland <u>to the level and intensity of the wider buffer</u>. <i>(CITY & ECOLOGY.– The agency provided guidance on the nature of a qualified professional and the city linked buffer reduction to the new enhancement policy.)</i> A.2. Reference change to identify the most current wetland rating guidance. <i>(ECOLOGY – based on most recent BAS rating metrics.)</i> B. Reference change to identify the most current wetland rating guidance. <i>(ECOLOGY – based on most recent BAS rating metrics.)</i> C. Performance standards. 1. C.1.a.ii. Trails and wildlife viewing structures that have no impact on water quality and are located in the outer 25% of the wetland buffer may be permitted. Trails and walkways should be generally parallel to the perimeter of the wetland and located to avoid removal of significant mature trees. They should be limited to pervious surfaces and designed for pedestrian use only. <i>(ECOLOGY - Based on BAS; seeks to reduce uses allowed within wetland buffers and limit them to the outer 25% of the buffer. This might have an impact on the city’s’ trail plans. The Parks and Recreation Manager suggests that if the city amends RDC 18.280.150.C.1, it should also consider amending the Engineering Standards Vol. 3 to reference the new code, specifically in Chapter 2 - Trails.</i> <i>(https://ridgefieldwa.us/DocumentCenter/View/3061/2025-Engineering-Standards-Volume-3-PDF)</i> C.2. Wetland buffers. The buffer widths in the table assume that the buffer is fully vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is unvegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should either be planted to create the appropriate plant community or the buffer should be widened to ensure that adequate functions of the buffer are provided. <i>(ECOLOGY - Amends the section to conform to current Ecology guidance.)</i> C.2.a. Deletes reference to outdated Ecology publication <i>(ECOLOGY)</i> Table 18.280.150-1: Land Use Intensities. Deletes outdated classification and adopts current Ecology land use classification matrix. <i>(ECOLOGY – The result of the revised rating system elevates the classification of some types of uses. The table is</i>

	<i>more expansive and now provides more examples to refer to. This will be addressed on a case-by-case basis during development review.)</i>
	Table 18.280.150-2: Rating System. Adopts current Ecology habitat rating levels. <i>(ECOLOGY – The result of the revised rating system might increase the habitat score for some wetlands which might increase when classification and buffer width. It will be resolved on a case-by-case basis during development review.)</i>
	Tables 18.280.150 – 4 and 5. Adopts current Ecology buffer width increases for Category II and III wetlands. <i>(ECOLOGY – The Upgrade is based on current BAS recommendations. In the undeveloped areas of the Ridgefield Junction, most, though not all, wetlands are classified as Category III or IV. Because of the changes to the habitat rating system, the recommended buffers for Category III wetlands might increase. Consequently, the city proposes an alternative option that is based on a lower buffer width IF enhancement is provided.)</i>
	C.2.b.ii(F). Adopts Ecology’s current definition of a functionally isolated wetland which differs from the city’s current definition. <i>(ECOLOGY - Functionally isolated wetlands often occur when a portion of a wetland is cut off from the main body by a road, building or other impervious surface. The impact of this change is unknown. The applicant’s professional critical area report may raise this issue which the city staff and regulatory agencies will consider.)</i>
	C.2.b.iv. Buffer Reduction. Allows the community development director to reduce a wetland buffer by no more than 25% of the required width and prohibits using both buffer averaging and buffer reduction on the same buffer. <i>(ECOLOGY - Limiting the reduction of a buffers to no more than 25% might reduce a project’s amount of buildable land.)</i>
	New section. C.4. Mitigation sequencing. Adopts Ecology’s mitigation sequencing matrix. <i>(AGENCY – ECOLOGY - The city currently follows the Ecology mitigation sequencing. This amendment brings the issue to the forefront of the mitigation conversation. Avoidance is the lead mitigation measure which is consistent with the discussion of Avoidance in other sections of the chapter.)</i>
	C.6. Mitigation action. Authorize certain types of mitigation actions permissible after an applicant demonstrates that avoidance is not feasible. <i>(ECOLOGY - The sequencing of mitigation actions after avoidance is not substantially different from current city practices. The questions of whether Avoidance is feasible will be based on the metrics recommended in 18.280.050.B.6, Submittal requirements.)</i>
	• New Table 18.280.150-7 Strategies for avoiding or reducing impacts to wetlands and buffers. • Table 18.280.150-8 Mitigation ratios. Adjusts mitigation ratios based on current Ecology guidelines. <i>(ECOLOGY - Not considered a significant change.)</i>
No Changes	
	18.280.070 – Density transfer, 18.280.100 - Unauthorized critical areas alterations and enforcement, 18.280.120 – Frequently flooded areas and 18.280.160 – Appeal procedures

Chapter 18.280 CRITICAL AREAS PROTECTION¹

18.280.010 Purposes.

- A. This chapter complies with the Washington State Growth Management Act (GMA) specified in RCW 36.70.A pertaining to the designation, classification and protection of ecologically sensitive and hazardous areas more specifically referred to as critical areas within the existing municipal limits of the city of Ridgefield. For the purposes of this chapter critical areas are identified as wetlands, fish and wildlife habitat conservation areas, geologically hazardous areas, critical aquifer recharge areas and frequently flooded areas.
- B. This chapter implements applicable goals and policies of the Ridgefield Comprehensive Plan by promoting the reasonable economic use of property while protecting the functions and values of critical areas within the city.
- C. The city of Ridgefield finds that critical areas provide a variety of valuable and beneficial biological and physical functions that benefit the city and its residents. The beneficial functions and values provided by critical areas include but are not limited to water quality protection and enhancement, fish and wildlife habitat, food chain support, food storage, conveyance and attenuation of flood waters, groundwater recharge and discharge, erosion control, protection from hazards, historical, archaeological and aesthetic value protection and recreation. These beneficial functions are not listed in order of priority; however, the degradation of potable ground water is strictly prohibited.
- D. The city strongly encourages avoiding adverse impacts to critical areas and their buffers.
- E. If avoidance is not feasible, the city may permit impacts in critical areas or their buffers to the extent that mitigation measures implement the goals and policies of Chapter 6, Environment, of the Ridgefield Comprehensive Plan, by restoring or enhancing critical areas and their buffers and by linking fish and wildlife habitat areas to form contiguous networks within the Ridgefield City limits. To implement the goals and policies of Chapter 6, the following guidelines shall inform the critical area permitting process:
 - 1. The city encourages compensatory mitigation to be conducted on-site when feasible.
 - 2. Critical area mitigation plans shall evaluate the opportunity and feasibility of on-site permittee-responsible compensatory mitigation considering whether on-site mitigation will provide equal or greater ecological function, long term protection, financial assurance, managements certainty and the likelihood of success compared to available off-site third party mitigation options such as mitigation banks.

18.280.015 Critical Areas and Mitigation Sequence

- A. This Chapter adopts the meaning of the term “Critical Areas” as defined in RCW 36.70A.030(12), “Critical areas” include the following areas and ecosystems:
 - 1. Wetlands;

¹Editor's note(s)—Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013, amended Ch. 18.280 in its entirety to read as herein set out. Former Ch. 18.280, §§ 18.280.010—18.280.170, pertained to similar subject matter, and derived from Ord. No. 1111, § 2(Exh. A), 8-9-2012; Ord. 903 § 2(part), 2006.
Prior ordinance history: Ords. 676, 716, 744 and 802.

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2. Areas with a critical recharging effect on aquifers used for potable water;
 3. Fish and wildlife habitat conservation areas;
 4. Frequently flooded areas; and
 5. Geologically hazardous areas.

"Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company.

- B. Mitigation Sequence. The following are the steps in the mitigation sequence according to the implementing rules of SEPA (Chapter 197-11-768 WAC). Applicants shall demonstrate that they have taken these actions:
- a. Avoiding the impact altogether by not taking a certain action or parts of an action;
 - b. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts;
 - c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
 - d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;
 - e. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and/or
 - f. Monitoring the impact and taking appropriate corrective measures.

18.280.020 General provisions.

- A. No Net Loss of Functions. Land development and uses within the city shall result in no net loss of functions and values of wetlands, riparian areas, priority habitat, frequently flooded areas, geologically hazardous areas, and their buffers. A loss of function and value of wellhead protection areas is prohibited. Since values are difficult to measure no net loss of functions and values means no net loss of functions. This chapter is also intended to protect residents from hazards and minimize risk of injury or property damage.
- B. Relationship to Other Regulations. These critical area regulations shall apply in addition to zoning and other regulations adopted by the city. When there is a conflict between any provisions of this chapter and Shorelands managed under the Ridgefield Shoreline Master Program, the SMP shall apply. Where there is a conflict between provisions of this chapter and other regulations, the city shall enforce both regulations giving priority to that which provides the most protection to the subject critical area. Conditions of approval of a project affecting critical areas may be supplemented by a review under the State Environmental Policy Act (SEPA), as locally adopted. Compliance with the provisions of this chapter does not constitute compliance with other federal, state, and local regulations and permit requirements (for example, Shoreline Substantial Development Permits, Hydraulic Project Approval (HPA) permits, the Washington State Pollution Control Act, Section 106 of the National Historic Preservation Act, U.S. Army Corps of Engineers Section 404 permits, or National Pollution

Discharge Elimination System permits). The applicant is responsible for complying with other state and federal requirements in addition to the requirements of this chapter. Obtaining all applicable state and federal permits shall be made a condition of a critical areas permit and such permits shall be obtained prior to issuance of permits for construction or site disturbance.

- C. Implementation of Best Available Science. The regulations of this chapter are intended to protect critical areas in accordance with the Growth Management Act (GMA) through the application of best available science as determined according to WAC 365-195-900 through 365-195-925, and in consultation with state and federal agencies, Tribes, and other qualified professionals.
- D. Regulatory Flexibility. This chapter is to be administered with flexibility and attention to site-specific characteristics. This chapter is not intended to make a property in the city unusable by denying its owner reasonable economic use of the property or to prevent the provision of public facilities and services necessary to support existing or planned development.
- E. General Public Interest Served. The city's enactment and enforcement of this chapter shall not be construed for the benefit of any individual person or group of persons other than the general public.
- F. Warning and Disclaimer of Liability. The standards established herein are minimum standards. The standards are established for regulatory purposes only. Minimum compliance with these standards may not be sufficient protection from identified or unidentified hazards. city-establishment of these minimum standards is not a representation that these standards are sufficient protection from any hazard. Critical areas development should be based on sound scientific and engineering considerations that may be more stringent than this chapter. The city assumes no liability if these established standards prove to be insufficient protection.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.280.030 Applicability and exemptions.

- A. Applicability.
 - 1. All areas within the city meeting the definition of one or more critical areas in RDC 18.280.170, Definitions and RCW 36.70A.030(12), whether mapped or not, are hereby designated critical areas and with their buffers are subject to the provisions of this chapter.
 - 2. Unless exempted the provisions of this chapter shall apply to all lands, all land uses, clearing and development activity, and all structures and facilities in the city located within a critical area or buffer or on a site containing a critical area or buffer.
 - 3. The provisions of this chapter shall apply whether or not a permit or authorization is required.
 - 4. Any individual critical area that overlaps another type of critical area shall meet the requirements that provide the most protection to the critical areas involved.
 - 5. No person, company, agency, or applicant shall alter a critical area or buffer (including removal of downed woody vegetation from or application of chemicals harmful to fish and wildlife within fifty feet of wetlands, ponds, lakes, streams or rivers) except as consistent with the requirements of this chapter.

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6. The critical areas permit required pursuant to this chapter shall be obtained prior to undertaking any activity regulated by this chapter, unless exempted.
- B. Exemptions. The following activities shall be considered exempt from the permit provisions of this chapter:
1. Development or clearing, not within a floodway or floodplain and other than tree removal, as minimally necessary to remodel an existing structure, provided:
 - a. The activity will increase the footprint of structures including impervious surfaces by less than five hundred square feet from the footprint size at the time of the adoption of this chapter; and
 - b. If the structure or impervious surface is within a critical area or buffer, the distance from the nearest structure or impervious surface to lakes, streams, rivers, wetlands or geological hazards is not decreased; and
 - c. All vegetation disturbed as a result of the development shall be replaced one-to-one. Native vegetation shall be used where feasible.
 - d. Impacts to critical areas and buffers shall be minimized and mitigated.
 2. Development activity on the portions of sites with existing structures or impervious surfaces which does not increase the impervious surface area within the riparian management area or riparian buffer shall be exempt from the provisions of RDC 18.280.110 (Fish and Wildlife Habitat Conservation Areas). The applicant is encouraged to provide enhancement to the extent feasible. Such enhancement activities may include, but are not limited to, landscaping using native plants, additional treatment of stormwater as appropriate, and implementation of best management [practices].
 3. Mitigation for those impacts consistent with the requirements of this chapter.
 4. Emergencies. Those activities necessary to prevent an immediate threat to public health, safety, or welfare, or that pose an immediate risk of property damage and that require remedial or preventative action in a timeframe too short to allow for compliance with the requirements of this chapter, so long as all of the following apply:
 - a. The emergency action uses reasonable methods to address the emergency.
 - b. The emergency action must have the minimum possible impact on the critical area or its buffer.
 - c. The property owner, person or agency undertaking such action shall notify the city within one working day following commencement of the emergency activity.
 - d. Within fourteen days the community development director or designee shall determine if the action taken was within the scope of the emergency actions allowed in this section. If the community development director or designee determines that the action taken, or any part of the action taken was beyond the scope of an allowed emergency action, then enforcement provisions of RDC 18.280.090 shall apply.
 - e. After the emergency, the property owner, person or agency undertaking the action shall fully fund and conduct necessary restoration and/or mitigation for any impacts to the critical area and buffers resulting from the emergency action in accordance with an approved critical area report and mitigation plan. The property owner, person or agency undertaking the action shall apply for review. The alteration,

critical areas report, and mitigation plan shall be reviewed by the city in accordance with the review procedures contained in this chapter.

- f. Restoration and/or mitigation activities must be initiated and completed within one year of the date of the emergency and instituted within the timeframe determined by the community development director or designee.
5. Landscape maintenance including application of pesticides, herbicides, fungicides or fertilizers consistent with product labels and accepted horticultural practices, such as those recommended by the Washington State University Extension Service, within the boundaries of an existing lawn, garden or landscaped area and not associated with development; excluding removal of native trees or use of pesticides, herbicides, fungicides or fertilizers applied within fifty feet of a jurisdictional wetland or stream.
6. Clearing of noxious weeds using hand-held, electric or non-motorized equipment, or walk-behind motorized equipment that does not cause compaction. A copy of the Clark County Weed Management Department list of noxious weeds is available from the community development director or designee.
7. Use of pesticides, herbicides, fungicides or fertilizers intended to control noxious weeds or invasive species applied by an applicator licensed in the State of Washington, further than fifty feet from any wetland, pond, lake, stream or river or in a manner specified in a valid city-issued permit.
8. State or federally approved conservation or preservation of soil, water, vegetation, fish, shellfish, and other wildlife that does not entail changing the structure or functions of the existing critical area or buffer.
9. The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops or other native vegetation and provided the harvesting does not require tilling of soil, planting of crops, chemical applications, or alteration of the critical area or buffer by changing existing topography, water conditions or water sources.
10. Passive outdoor activities such as recreation, education, and scientific research activities that do not degrade the critical area or buffer, including fishing, hiking and bird watching.
11. Work necessary for land use submittals, such as surveys, soil sampling, percolation tests, and other related activities. In every case, impacts to the critical area or buffer shall be minimized and disturbed areas shall be stabilized immediately.
12. Construction or modification of navigational aids and boundary markers. Impacts to the critical area or buffer shall be minimized and disturbed areas shall be restored within seventy-two hours.
13. Existing and ongoing agricultural activities protected under the federal Food Security Act occurring in wetland areas provided that these activities use appropriate best management practices for agriculture.
14. Existing and ongoing agriculture within fish and wildlife habitat conservation areas so long as livestock and application of pesticides, herbicides, fungicides and fertilizers are kept twenty-five feet from any state classified stream body.
15. Implementation of a city, state or federally approved stand-alone restoration or enhancement project.
16. Operation, repair and maintenance of existing structures, infrastructure, roads, sidewalks, railroads, trails, dikes, or levees or water, sewer, stormwater, electric, gas, telephone,

cable, or fiber optic cable facilities if the activity does not further increase the impact to, or encroach further within, the critical area or buffer and there is no increased risk to life or property as a result of the proposed operation, repair, or maintenance.

17. In ground shaking or liquefaction areas, repair or construction of roads, sidewalks or trails (except where there are structures), or water, sewer, stormwater, gas, electric, cable, or fiber optic cable facilities shall be exempt from the ground shaking and liquefaction permitting requirements.
18. Public improvement projects located within existing impervious surface areas.
19. Implementation of a city, state or federally approved stand-alone "critical area" creation project that is not mitigation. A "critical area" created under these circumstances that would not otherwise have met the definition of that type of critical area is exempt from the provisions of this chapter.
20. Emergency or hazard tree removal that presents an immediate threat to personal or real property conducted in a manner approved by the city to minimize critical areas impacts.
21. Development activities in artificial wetlands intentionally created from non-wetland sites, including, but not limited to irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands that were unintentionally created as a result of the construction of a road, street or highway.
22. Exemptions and Allowed Uses in Wetlands

Wetlands that meet the following criteria are not subject to the avoidance and minimization requirements of the mitigation sequence in Section 18.280.060 may be filled if the impacts are fully mitigated. Impacts should be mitigated through on-site mitigation, mitigation on city-owned or controlled lands, or by the purchase of credits from a mitigation bank or in-lieu fee program, if available, consistent with the terms and conditions of the bank or program. In order to verify whether the following criteria are met, it is essential that a critical area report for wetlands meeting the requirements of this Chapter be submitted.

- a. All Category IV wetlands less than 4,000 square feet that:
 - i. Are located in the areas covered by the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (U.S. Army Corps of Engineers, 2010),
 - ii. Are not associated with riparian areas or their buffers,
 - iii. Are not associated with shorelines of the state or their associated buffers, and
 - iv. Are not part of a wetland mosaic
- b. Do not score 6 or more points for habitat function based on the Washington State Wetland Rating System for [Western] Washington: 2014 Update (Ecology Publication [#23-06-009]), or as revised by Ecology).
- c. Do not contain a Priority Habitat or a Priority Area for a Priority Species identified by the Washington Department of Fish and Wildlife and do not contain state or federally

listed species or their critical habitat or species of local importance identified in the [City/County] code [if there is a locally adopted regulation].

- d. Wetlands less than 1,000 square feet that meet the above criteria are exempt from the buffer provisions contained in this Chapter.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016)

18.280.040 Approval process.

A. Initial Critical Areas Determination Process.

1. The community development director or designee shall review submitted information, conduct a site inspection, review other information available pertaining to the site and the proposal, and make a determination as to whether a critical areas permit is required.
2. Decision Indicators. The community development director or designee shall use the following indicators whenever available, to assist in determining the need for a critical areas permit:
 - a. Indication by the city's critical area location information of a critical area or buffer that may be impacted by the proposed activity.
 - b. Information and scientific opinions from appropriate agencies, including but not limited to the Washington Departments of Fish and Wildlife, Natural Resources, Health and Ecology.
 - c. Documentation, from a scientific or other reasonable source, of the possible presence of a critical area or buffer.
3. Interpretation of Critical Area Boundaries. The community development director or designee shall be authorized to interpret the exact location of the critical area boundary. Final designations shall be based on site conditions and other available data or information. A person who disagrees with the interpretation may appeal the interpretation pursuant to the city's currently adopted appeal procedures for administrative decision-making.
4. Critical Areas Permit Not Required. If the community development director or designee's analysis indicates that there is no critical area or buffer on the subject property, then the community development director or designee shall determine that the initial critical area review is complete and that no further review is required.
5. Critical Areas Permit Required. If the community development director or designee determines that a critical area or its buffer may be located on the subject property, the community development director or designee shall determine that a critical areas permit is required and shall indicate each of the critical area types to be addressed in the critical areas report.
6. Reconsideration of Initial Critical Area Determination. The community development director or designee's determination may be reconsidered if new information is received. If the applicant wants greater assurance of the accuracy of the critical area review determination, the applicant may choose to hire a qualified professional to provide such assurances.

B. Critical Areas Permit.

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1. Type I Application. The following activities shall be processed as a Type I permit:
 - a. New single-family and duplex residences, alterations to existing single-family and duplex residences, or new accessory structures located within a critical area or buffer, or on a property containing a critical area or buffer.
 - b. Application of pesticides, herbicides, fungicides or fertilizers within fifty feet of ponds, lakes, streams, rivers, or wetlands.
 - c. Approval of agricultural activities within twenty-five feet of ponds, lakes, streams or rivers.
 - d. Critical area enhancement projects, unless otherwise exempted.
 - e. Public improvement projects located entirely within existing right-of-way, not otherwise exempted.
 - f. Clearing vegetation within a critical area or buffer, including grading, uprooting or other activities that impair the soil stabilization function of vegetation in geologic hazard areas and including the removal of downed woody vegetation from wetlands, lakes, streams or rivers. Provided, vegetation removal within the floodplain outside of the riparian setback and in seismic hazard areas shall not require a permit.
 - g. Approval of management plans for activities within critical areas and buffers.
 2. Other Application Types. All other activities proposed within any critical area or buffer shall be reviewed according to the procedures of the underlying land use application.
- C. Review Procedure. The community development director or designee shall make a determination as to whether a proposed activity is exempt or is subject to compliance with this chapter. The community development director or designee's determination shall be based on the approval criteria of this chapter. The critical areas permit shall be valid for as long as the underlying land use permit or as otherwise specified by the community development director or designee.
- D. Critical Area Inspections. Reasonable access to the site shall be provided to the city, state, and federal agency review staff for the purpose of inspections during any proposal review, restoration, emergency action, or monitoring period.
- E. Reconsideration of Permit Determination. If, within five calendar days following the date of mailing of a critical areas permit, new information relevant to the decision is made available, any party may request that the decision be reconsidered. If the new information is found to be substantial and relevant to the critical area review, the community development director or designee may reopen the critical area review and make a new determination based on the revised report. The critical areas permit shall not be considered final and subject to appeal until the decision on the request for reconsideration, if applied for, has been issued.
- F. Critical Area Markers and Signs.
1. The boundary of the outer edge of critical areas tracts and easements, excluding wellhead protection areas, shall be delineated with permanent survey stakes using iron or concrete markers as established by local survey standards.
 2. The boundary at the outer edge of the critical area or buffers shall be identified with temporary signs prior to any site alteration. Such temporary signs shall be replaced with permanent signs or fencing as determined by the community development director or designee prior to occupancy or use of the site.

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3. The community development director may modify these sign and marker requirements as necessary to ensure protection of critical areas and buffers.
- G. Notice on Title.
1. In order to inform subsequent purchasers of real property of the existence of critical areas, the owner of any property containing a critical area or buffer on which a development proposal is approved shall file a notice with the county auditor's office according to the direction of the city. The notice shall state the presence of the critical area or buffer on the property, the application of this chapter to the property, and the fact that limitations on actions in or affecting the critical area or buffer may exist. The notice shall "run with the land."
 2. The applicant shall submit proof that the notice has been filed for public record before the city approves any site development or construction for the property or, in the case of subdivisions, short subdivisions, planned unit developments, and binding site plans, at or before recording.
- H. Critical Areas Tracts or Conservation Easement. Critical areas tracts or conservation easements shall be used in subdivisions, planned unit developments, site plans and binding site plans to delineate protected critical areas comprising identified landslide hazard areas and buffers, identified wetlands and buffers and identified habitat conservation areas and buffers.
- I. Building Setbacks. Unless otherwise authorized through the project approval process, buildings and other structures shall be set back a minimum of five feet from the edges of all critical areas, excluding wellhead one-year time of travel zones, and buffers. Uses allowed in this minimum setback area include landscaping, uncovered decks, building overhangs that extend no more than twenty-four inches into the setback area and impervious ground surfaces such as driveways and patios provided that these surfaces comply with the city's stormwater regulations as applicable.
- J. Financial Assurances.
1. When mitigation required pursuant to a development proposal is not completed prior to the city final permit approval, such as final plat approval, final building inspection or final occupancy issuance, the city shall require the applicant to provide security in a form and amount deemed acceptable by the city. If the development proposal is subject to mitigation, the applicant shall provide security in a form and amount deemed acceptable by the city to ensure mitigation is fully functional subject to the following:
 - a. The security shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of restoring the functions of the critical area that are at risk.
 - b. The security authorized by this section shall remain in effect until the city determines, in writing, that the standards bonded for have been met. Bonds or other security shall be held by the city for a minimum of five years to ensure that the required mitigation has been fully implemented and demonstrated to function and may be held for longer periods when necessary.
 - c. Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete required mitigation, maintenance, monitoring, or restoration.
 - d. Public development proposals shall be relieved from having to comply with the bonding requirements of this section if public funds have previously been committed

in the project budget or capital improvement budget for mitigation, maintenance, monitoring, or restoration.

- e. Failure to satisfy any critical area requirements established by law or condition including, but not limited to, the failure to provide a monitoring report within thirty calendar days after it is due or comply with other provisions of an approved mitigation plan shall constitute a default, and the city may demand payment of any financial guarantees or require other action authorized by the city code or any other law.
- f. Any funds recovered pursuant to this section shall be used to complete the required mitigation. Excess funds shall be returned to the applicant.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1325, § 2(Exh. A), 9-24-2020)

18.280.050 Submittal requirements.

- A. Preparation by Qualified Professional. Any required critical areas report shall be prepared by a qualified professional, as defined in RDC 18.280.170, Definitions.
- B. General Critical Areas Report Contents. The community development director may require a critical area report if proposed development might impact any of the critical areas listed in section 18.280.015.A. At a minimum, the critical areas report shall have been prepared within five years prior to submittal and 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, public safety, 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 outlining how a project will avoid probable impacts to critical areas and buffers and will result in no net loss of critical area functions and values. .
 - 7. If the written response demonstrates that avoidance is not feasible, the application must include a rationale for minimizing impacts that cannot be avoided.
 - 8. A written response to each of the approval criteria in RDC 18.280.060.
 - 9. Plans for adequate mitigation, as needed, to offset any impacts, in accordance with RDC 18.280.050.E (Mitigation Plan Requirements).
 - 10. A copy of the SEPA checklist, if required by RDC 18.810.

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- C. Other Reports or Studies. Unless otherwise provided, a critical area report for a regulated critical area 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.
1. 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.
 2. When the community development director or designee determines that 3rd party independent review of one or more critical area reports is necessary to implement the purpose and requirements of this chapter, the city may hire a qualified professional, knowledgeable in the subject matter at issue, whose fee shall be paid by the applicant, to review and comment on the applicant's critical area report. The community development director, after reviewing all reports, may thereafter adopt findings to resolve the dispute.
- E. Mitigation Plan Requirements. When impacts to regulated critical areas require mitigation, the applicant shall submit a mitigation plan as part of the critical areas report. Mitigation does not apply to wellhead protection areas because adverse impacts to the city's drinking water supply are prohibited. 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 native 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.
 - g. A description of how the mitigation plan layout will be protected in perpetuity.
 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.
- G. 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; Ord. No. 1372, § 2(Exh. C), 10-13-2022; Ord. No. 1406, § 2(Exh. A), 7-13-2023; Ord. No. 1426, § 2(Exh.), 7-25-2024)

18.280.060 Approval criteria - Avoid, minimize, compensate, no net loss.

Any activity subject to this chapter, unless otherwise provided for in this chapter, shall be reviewed and approved, approved with conditions, or denied based on the proposal's ability to comply with all of the following criteria. The city may condition the proposed activity as necessary to mitigate impacts to critical areas and their buffers and to conform to the standards required by this chapter. Adverse impacts to potable water sources in the wellhead one-year time of travel zone are prohibited. Activities shall ensure that the development results in no net loss of the functions and values of the resource and buffers on the site. A technically complete application shall address approval criteria 18.280.060.A through G, below.

- A. Avoidance. Is it feasible to avoid impacts altogether by not taking a certain action or parts of an action? Prior to the city authorizing minimization of impacts or compensatory compensation, does the application demonstrate that Avoidance is not feasible. This may necessitate redesigning the proposal. Impacts to wellhead one-year time of travel areas are prohibited.
- B. Minimizing impacts. How does the proposal limit the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts? Does the application minimize fragmentation of the resource to the greatest extent possible?
- C. Rectifying the impact. What actions are proposed to repair, rehabilitate, restore, or enhance the affected environment?
- D. Reducing or eliminating the impact. How does the proposal reduce or eliminate the impact over time by preservation and maintenance operations during the life of the action?
- E. Compensation.

An applicant's mitigation report shall consider whether the proposed mitigation adequately compensates for the impacts to critical areas and buffers by replacing, enhancing, or providing substitute resources or environments.

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1. Section 18.280.010 found that management of critical areas is necessary to implement the city's Comprehensive Plan and to provide a variety of valuable and beneficial biological and physical functions that benefit the city and its residents.
 2. The 2008 Federal Mitigation Rule (33 CFR Part 332.3[b] and 40 CFR Part 230.93[b]) establishes a preference hierarchy for the different type of compensatory mitigation available to an applicant. The order of preference (1 through 5) outlined in the 2008 Federal Mitigation Rule recommends mitigation bank credits as the first preference in the hierarchy. Permittee-responsible mitigation under a watershed approach as the third priority and Permittee-responsible mitigation on-site mitigation as the fourth level of preference.
 3. The city encourages Permittee-responsible mitigation to be conducted on-site when feasible.
 4. Critical area mitigation plans shall evaluate the opportunity and feasibility permittee-responsible compensatory mitigation at the project site considering whether on-site mitigation will provide equal or greater ecological function, long term protection, financial assurance, management certainty and the likelihood of success compared to available off-site third party mitigation options such as mitigation banks.

- F. Monitoring. What is the type and term of the proposed monitoring measures and what appropriate corrective measures are proposed over time. The mitigation plan shall outline goals and objectives for the mitigation. Mitigation success will be determined by meeting specific performance standards outline in the plan
- G. General purposes. Is the proposal consistent with the general purposes of this chapter and does it pose a significant threat to public health, safety, and welfare on or off the development site?
 - 1.—~~The city found in section 18.280.010 that management of critical areas is necessary to implement the city's Comprehensive Plan and to provide a variety of valuable and beneficial biological and physical functions that benefit the city and its residents. Therefore, it is essential that compensatory mitigation occur within the city's corporate limits and UGA when feasible.~~
 2. ~~Twenty five percent (25%) of compensatory mitigation shall occur on the project site, or, if it is not possible to achieve 25% compensatory mitigation on-site, then compensatory mitigation elsewhere within the city limits is permissible.~~
 3. ~~The city shall authorize wetland or habitat mitigation bank credits only after the applicant has demonstrated that any form of compensatory mitigation is not feasible on-site or elsewhere within the city limits.~~

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.280.070 Density transfer allowance.

- A. The city shall encourage the protection and retention of identified critical areas through the allowance of density transfer. The transfer of density opportunity from identified critical areas and required buffers shall only be authorized if the critical area is to be protected and retained and is not modified through the buffer width reduction or buffer averaging allowed elsewhere in RDC 18.280.

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- B. Process. Density transfer shall be reviewed as part of the Planned Unit Development, subdivision, or short plat process for the subject property. Applicants shall submit density calculations detailed in subsection (C) below and a narrative describing how critical areas and buffers will protect, enhance, and preserve critical areas.
- C. Density Transfer Calculations. Density attributable to the critical areas and buffers may be transferred to a buildable portion of the same site or property subject to all of the following requirements;
1. Properties in the RLD-4, RLD-6, RLD-8, and RMD-16 are eligible for density transfer.
 2. The density credit can only be transferred within the development proposal site, within the same parcel or same property, within the same zoning classification, and under the same ownership. Density credits cannot be transferred off-site.
 3. Density transfer credits shall be calculated at 50 percent of the minimum density allowed in the zone for the total acreage of protected critical areas and buffers. In no case shall the site as a whole, including buildable and unbuildable lands, exceed the maximum density.
- D. Site Development. Development within the property utilizing density transfer may reduce the minimum lot size and minimum lot width dimensions for the zone by up to ten percent in order to accommodate the additional lots transferred. Within PUDs, any further reduction to lot size or width greater than ten percent shall comply with RDC 18.401.100.A. Outside of PUDs, any further reduction to lot size or width greater than ten percent shall be processed as a variance consistent with RDC 18.350.
- E. Requirements.
1. Critical areas and buffers from which density is transferred shall be protected from future development. Areas shall either be dedicated to the city for public use or protected as an unbuildable area by means of deed restriction, conservation easement, or other mechanism approved by the planning director or his designee.
 2. Critical areas and buffers from which density is transferred shall be enhanced to improve their functions and restore native species. Such enhancement activities may include, but are not limited to, landscaping using native plants, removal of invasive species, additional treatment of stormwater, and implementation of best management practices. Proposed critical areas enhancement shall be detailed in the applicant's critical areas report required by RDC 18.280.050. The burden is on the applicant to demonstrate the enhancements are proportionate to the increase in density.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1178, § 2(Exh. A), 2-12-2015; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1253, § 2(Exh. A), 12-7-2017; Ord. No. 1260, § 2(Exh. A), 4-26-2018; Ord. No. 1325, § 2(Exh. A), 9-24-2020)

18.280.080 Minor exceptions.

- A. Minor Exceptions Authorized. Minor exceptions of no greater than twenty percent from the standards of this chapter may be authorized by the city in accordance with the procedures set forth in RDC 18.350 for an adjustment or variance, as amended, provided that minor exceptions shall not be permitted in combination with buffer averaging permitted elsewhere in this chapter.

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- B. **Minor Exception Criteria.** A minor exception from the standards of this chapter may be granted only if the applicant demonstrates that the requested action conforms to all of the following criteria. Unusual conditions or circumstances exist that are peculiar to the intended use, the land, the lot, or something inherent in the land, and that are not applicable to all other lands in the same vicinity or district:
1. The unusual conditions or circumstances do not result from the actions of the applicant.
 2. Granting the minor exception requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings under similar circumstances.
 3. The minor exception is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district.
 4. The minor exception requested is the least necessary and no greater than twenty percent of the subject standard.
 5. The granting of the minor exception or the cumulative effect of granting more than one minor exception is consistent with the general purpose and intent of the city of Ridgefield Comprehensive Plan, this title, this chapter, and the underlying zoning district.
 6. Degradation of the functions (including public health and safety) of the subject critical areas and any other adverse impacts resulting from granting the minor exception will be minimized and mitigated to the extent feasible in accordance with the provision of this chapter. Degradation of the city's potable water supply is not permitted.
 7. Granting the minor exception will not otherwise be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity of the subject property.
 8. The proposed development complies with all other applicable standards.
- C. **Conditions May be Required.** In granting any minor exception, the city may attach such conditions and safeguards as are necessary to secure adequate protection of critical areas and developments from adverse impacts, and to ensure conformity with this chapter.
- D. **Time Limit.** The city shall prescribe a time limit within which the action for which the minor exception is required shall be begun, completed, or both. Failure to begin or complete such action within the established time limit shall void the minor exception.
- E. **Burden of Proof.** The burden of proof shall be on the applicant to bring forth evidence in support of the application and upon which any decision has to be made on the application.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.280.090 Reasonable use and public agency and utilities exceptions.

- A. **Reasonable Use Exception Request and Review Process.** Reasonable use exceptions do not apply to wellhead protection areas. If the application of this chapter would deny all reasonable economic use of the subject property, the property owner may apply for an exception pursuant to this section. Exceptions from the standards of this chapter may be authorized by the city provided that the following is complied with:
1. An application for a reasonable use exception shall be made to the city and shall include a critical areas report, including mitigation plan, if necessary; and any other related project

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- documents, such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act (RCW 43.21C). The community development director or designee shall issue a written determination based on review of the submitted information, a site inspection, and the proposal's ability to comply with reasonable use exception criteria.
2. The city shall approve applications for reasonable use exceptions when all of the following criteria are met:
 - a. The application of this chapter would deny all reasonable economic use of the property.
 - b. No other reasonable economic use of the property has less impact on the critical area.
 - c. The proposed impact to the critical area is the minimum necessary to allow for reasonable economic use of the property.
 - d. The inability of the applicant to derive reasonable economic use of the property is not the result of actions by the applicant after the effective date of this chapter, or its predecessor.
 - e. The proposal does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site.
 - f. The proposal mitigates for the loss of critical area functions to the greatest extent feasible. A proposal may not result in a loss of drinking water functions and values.
 - g. The proposal is consistent with other applicable regulations and standards.
 - h. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.
- B. Public Agency and Utility Exception Request and Review Process. Public agency and utility exceptions do not apply to wellhead protection areas. If the application of this title would prohibit a development proposal by a public agency and utility, the public agency or utility may apply for an exception pursuant to this section. Exceptions from the standards of this chapter may be authorized by the city provided that the following is complied with:
1. An application for a public agency and utility exception shall be made to the city and shall include a critical areas report, including mitigation plan, if necessary; and any other related project documents, such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act (RCW 43.21C). The community development director or designee shall issue a written determination based on review of the submitted information, a site inspection, and the proposal's ability to comply with the public agency and utility exception criteria.
 2. The city shall approve applications for public agency and utility exceptions when all of the following criteria are met:
 - a. There is no other practical alternative to the proposed development with less impact on the critical areas.
 - b. The application of this title would unreasonably restrict the ability to provide utility services to the public.

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- c. The proposal does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site.
 - d. The proposal attempts to protect and mitigate impacts to the critical area functions and values consistent with other applicable regulations and standards.
 - e. The proposal is consistent with other applicable regulations and standards.
 - f. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.280.100 Unauthorized critical areas alterations and enforcement.

A. Enforcement.

- 1. It shall be unlawful to violate the provisions of RDC 18.280. Any violation of this chapter shall constitute a public nuisance subject to code enforcement pursuant to the city's adopted code enforcement regulations.
- 2. The city may impose any of the remedies, requirements or corrective actions contained in this chapter. In lieu of or in addition to the city's code enforcement provisions the city may also seek injunctive or other relief from any court of competent jurisdiction.

B. Requirement for Restoration Plan. In the event the city initiates enforcement action or files a complaint in court, the city may require a restoration plan consistent with the requirements of this chapter. Such a plan shall be prepared by a qualified professional using the best available science and shall describe how the actions proposed meet the minimum requirements described in RDC 18.280.100.C. The community development director or designee shall, at the violator's expense, seek expert advice in determining whether the plan restores the affected area to its pre-existing condition or, where that is not possible, restores the functions of the affected area. Inadequate plans shall be returned to the applicant or violator for revision and re-submittal.

C. Minimum Performance Standards for Restoration.

- 1. For alterations to frequently flooded areas, wetlands, and fish and wildlife habitat conservation areas, the following minimum performance standards shall be met for the restoration of a critical area, provided that if the violator can demonstrate that greater functional and habitat values can be obtained, these standards may be modified:
 - a. The structure and functions of the critical area or buffer prior to violation shall be restored, including water quality and habitat functions.
 - b. The soil types and configuration prior to violation shall be replicated.
 - c. The critical area and buffers shall be replanted with native vegetation.
 - d. Information demonstrating compliance with the requirements in RDC 18.280.050.E (Mitigation Plan Requirements) shall be submitted to the community development director or designee.
- 2. For alterations to frequently flooded and geological hazard areas, the following minimum performance standards shall be met for the restoration of a critical area or buffer,

provided that, if the violator can demonstrate that greater safety can be obtained, these standards may be modified:

- a. The hazard shall be reduced to a level equal to, or less than, the pre-violation hazard.
 - b. The risk of personal injury resulting from the alteration shall be eliminated or minimized.
 - c. Drainage patterns shall be restored to those existing before the alteration.
 - d. The hazard area and buffers shall be replanted consistent with pre-violation conditions with native vegetation sufficient to minimize the hazard.
- D. Site Investigations. The community development director or designee is authorized to make site inspections and take such actions as are necessary to enforce this chapter. As a condition of the restoration plan, the applicant shall grant reasonable access to the property.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.280.110 Fish and wildlife habitat conservation areas.

A. Designation.

1. There are established in the city the following identified fish and wildlife habitat conservation areas:
 - a. Habitat for any life stage of state or federally designated endangered, threatened, and sensitive fish or wildlife species. A current list of federally and state identified species is available from the community development director or designee.
 - b. Priority habitats and areas associated with priority species. Current lists of priority habitats and species and applicable management recommendations promulgated by the Washington Department of Fish and Wildlife are available from the community development director or designee.
 - c. Water bodies including lakes, streams, rivers and naturally occurring ponds.
2. Fish and wildlife habitat conservation areas do not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company. The exclusion of said artificial features must be established by a qualified professional on a case-by-case basis.
3. Habitat Location Information. Information on the approximate location and extent of habitat conservation areas is available from the community development director or designee. The habitat location information is based on:
 - a. Washington Department of Fish and Wildlife Priority Habitat and Species Maps.
 - b. Washington Department of Fish and Wildlife Anadromous and Resident Salmonid Distribution Maps in the Salmon and Steelhead Habitat Inventory Assessment Program (SSHAP).
 - c. Washington Department of Natural Resources Official Water Type Reference Maps.
 - d. Other information acquired by the city.

- B. Fish and Wildlife Habitat Conservation Areas and Riparian Buffers. Riparian management zones (RMZs) within the city shall be established pursuant to the Site Specific Tree Height 200

(SPTH₂₀₀) recommendations described in “Guidelines for Determining Site Potential Tree Height from Field Measurements”, Washington Department of Fish and Wildlife. 2025. Olympia, WA. RMZs and wildlife habitat conservation areas shall be established by a qualified professional and shall be measured to include the land in each direction from the ordinary high water mark of the designated stream type.

Table 18.280.110-1

Minimum Riparian Buffer Widths for Fish and Wildlife Habitat Conservation Areas— based on SPTH₂₀₀

Site Class	Type S and F Waters (feet)	Type Np Waters (feet)	Type Ns Waters (feet)
II	235	155	100
III	205	135	100
IV	165	105	100
V	150	100	100

1. Minimum riparian buffers based on SPTH₂₀₀ may not be reduced or averaged.
2. Riparian buffers may be reduced or averaged only when conducted consistent with Table 18.280.110-1b Alternative buffers to SPTH₂₀₀ buffer width if enhancement is approved.
2. Fish and wildlife habitat conservation areas and associated buffers shall be identified on the face of plat maps site plans or other development plans, and shall be protected in perpetuity with conservation covenants, deed restrictions or other legally binding mechanisms.
3. If impervious surfaces from previous development functionally isolate completely, the designated stream type and associated buffer the regulated fish and wildlife habitat conservation shall extend from the ordinary high water mark to the impervious surfaces. An example would be an existing industrial paved area and warehouses in the riparian buffer.

A determination of functional isolation shall consider the applicable functions and values identified in [Riparian Management Recommendations Volume 1: Science Synthesis and Management Implications](#) (WDFW, 2020). Physical structures should be evaluated on a case-by-case basis to determine if they are functionally isolating riparian habitat. An applicant shall demonstrate consultation with WDFW has occurred prior to the city approving a claim of functional isolation.

C. Additional Critical Areas Report Requirements.

1. A critical areas report for a fish and wildlife habitat conservation area shall include evaluation of the habitat functions using the Clark County Habitat Conservation Ordinance Riparian Habitat Field Rating Form.
2. If the clearing or development activity is in the fish and wildlife habitat conservation area, the critical areas report shall contain the following information, if applicable, in addition to the general critical areas report requirements of RDC 18.280.050.B:

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- a. How the clearing or development activity constitutes a water-dependent, water-related or water-enjoyment use.
 - b. How the clearing or development activity cannot feasibly be located on the site outside of the fish and wildlife habitat conservation area.
 - c. How the proposal meets the fish and wildlife habitat conservation area width averaging standard.
 - d. How the proposal will not adversely affect the connectivity of habitat functions.
- D. Performance Standards.
- 1. General.
 - a. Development or clearing activities shall protect the functions of the fish and wildlife habitat conservation areas on the site. The activity shall result in no net loss of functions. Protection can be provided by avoiding (the preferred protection) or minimizing and mitigating. Functions include:
 - i. Providing habitat for breeding, rearing, foraging, protection and escape, migration, and over-wintering.
 - ii. Providing complexity of physical structure, supporting biological diversity, regulating stormwater runoff and infiltration, removing pollutants from water, and maintaining appropriate temperatures.
 - b. An applicant shall replace any lost functions by enhancement to other functions, so long as the applicant demonstrates that enhancement of the other functions provides no net loss in overall functions and maintains habitat connectivity. An example of unavoidable loss of function would be interruption of a travel corridor in a fish and wildlife habitat conservation area and its associated buffer. To the maximum extent feasible, enhancement shall be undertaken on-site.
 - c. If development or clearing activity is within a priority habitat and species area the applicant shall follow Washington Department of Fish and Wildlife Management Guidelines or other standards approved by the Washington Department of Fish and Wildlife.
 - d. Signs for Fish and Wildlife Conservation Areas:
 - i. Temporary Markers. The location of the outer perimeter of the fish and wildlife habitat conservation area shall be marked in the field, and such marking shall be approved by the community development director or designee prior to the commencement of permitted activities. Such field markings shall be maintained throughout the duration of the permit.
 - ii. Permanent Signs. Wood or metal signs shall be posted at an interval of one per lot for single family residential uses or at a maximum interval of two hundred feet or as otherwise determined by the community development director or designee, and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the community development director or designee: "The area beyond this sign is a fish and wildlife habitat conservation area. Alteration or disturbance is prohibited by law. Please call the city of Ridgefield for more information."
 - 2. Fish and Wildlife Habitat Conservation Areas and Riparian Buffers.

- a. Fish and Wildlife Habitat Conservation Areas. Development or clearing activity may occur in fish and wildlife habitat conservation areas for the following:
 - i. A water-dependent, water-related or water-enjoyment activity where there are no feasible alternatives that would have a less adverse impact on the fish and wildlife habitat conservation area or riparian buffer. The applicant shall minimize the impact and mitigate for any unavoidable impact to functions; or
 - ii. A road, railroad, trail, dike, or levee or a water, sewer, stormwater conveyance, gas, electric, cable, fiber optic cable, or telephone facility that cannot feasibly be located outside of the fish and wildlife habitat conservation area, that minimizes impacts, and that mitigates for any unavoidable impact to functions; or
 - iii. Trails and wildlife viewing structures provided that the trails and structures are constructed to minimize impacts.
- b. Riparian Buffer. Development or clearing activity may occur in the riparian buffer, provided that mitigation is conducted that results in no net loss of riparian habitat functions on the site, and further, that functionally significant habitat, defined as habitat that cannot be replaced or restored within twenty years, shall be preserved unless the clearing or development activity cannot feasibly be located on the site outside of the riparian buffer. An example of habitat that cannot be replaced within twenty years would be a stand of mature trees or a peat bog.
- c. Alternative riparian buffer.
 - i. The community development director may allow an applicant to reduce the SPTH₂₀₀ riparian buffer to no less than the minimum buffer described in Table 18.280.110-1b if the critical area report demonstrates that the reduced buffer will be enhanced to a state that equals the functions and values of the recommended SPTH₂₀₀ riparian buffer.
 - ii. Fully vegetated (native species), multi-canopy riparian conservation zones (rcz) cannot be reduced through buffer averaging or reduction.
 - iii. RCZs that have been destroyed (total loss), fragmented, and/or degraded - dominated by non-native herbaceous or woody plant species and contain no priority habitats as defined by WDFW shall be allowed to be reduced either through buffer averaging or reduction.

Table 18.280.110-1b Alternative buffers to SPTH₂₀₀ buffer width if enhancement is approved

Fish and Wildlife Habitat Conservation Areas—DNR Stream Typing System	Minimum Riparian Buffer Width
Type S - Shorelines of the state	150 feet
Type F - Fish-bearing streams (>5 feet wide)	150 feet
Type F - Fish-bearing streams (<5 feet wide)	125 feet
Type Np and Ns – Perennial or seasonal streams with high mass wasting potential	100 feet
Type Np and Ns – Perennial or seasonal streams with low mass wasting potential	100 feet

- d. **Buffer Width Averaging.** The community development director or designee may allow buffer width averaging on a case-by-case basis in accordance with Table 18.280.110-1b. Buffer width averaging shall not be used in combination with buffer width reduction or a minor exception on the same buffer segment to reduce the minimum buffer width below that specified in this Table 18.280.110-1b. Averaging of buffer widths may only be allowed where a qualified professional ecologist or biologist demonstrates that:
- Such averaging will enhance the functions or functional performance of the riparian buffer equal to or greater than the functional values of rerecommended SPTH(200) buffer required in Table 18.280.110-1; and
 - The fish and wildlife habitat conservation area varies in sensitivity due to existing physical characteristics or the character of the buffer varies in slope, soils, or vegetation, and the wetland would benefit from a wider buffer in places and would not be adversely impacted by a narrower buffer in other places; and
 - The total area contained in the buffer area after averaging is no less than that which would be contained within the SPTH₍₂₀₀₎ buffer; and
 - The buffer width is not reduced below the stream widths in Table 18.280.110-1.
- e. **Buffer Width Reduction.** The community development director or designee may allow buffer width reduction on a case-by-case basis in accordance with Table 18.280.110-1b provided that an applicant demonstrates compliance with the following:
- Written evidence prepared by a qualified professional ecologist or biologist addressing the proposed buffer width reduction and demonstrating how the reduced buffer will enhance the riparian buffer equal to or greater than the functional values of rerecommended SPTH(200) buffer required in Table 18.280.110-1;ii. In addition to the use of enhanced native riparian plants and materials, other techniques and measures that might enhance the riparian area and buffer are described in Table 18.280.110-3.

Table 18.280.110-3 Additional Buffer Enhancement Strategies.

Examples of Disturbance	Activities and Uses that Cause Disturbances	Examples of Measures to Minimize Impacts
Lights	• Parking lots • Warehouses • Manufacturing • Residential	• Direct lights away from the riparian area
Noise	• Manufacturing • Residential	• Locate activity that generates noise away from the riparian area
Toxic runoff*	• Parking lots • Roads • Manufacturing • Residential areas • Application of agricultural pesticides	• Route all new untreated runoff away from the riparian area • Establish covenants limiting use of pesticides within 150 ft of the riparian area • Apply integrated pest management

	Landscaping	
Stormwater runoff	- Parking lots - Roads - Manufacturing - Residential areas - Commercial - Landscaping	- Retrofit stormwater detention and treatment for roads and existing adjacent development - Prevent channelized flow from lawns that directly enters the buffer
Change in water regime	- Impermeable surfaces - Lawns - Tilling	Infiltrate or treat, detain, and disperse into buffer new runoff from impervious surfaces and new lawns
Pets and human disturbance	Residential areas	Use privacy fencing, plant dense vegetation to delineate buffer edge and to discourage disturbance using native vegetation appropriate for the ecoregion and place the riparian area and its buffer in a separate tract
Dust	Tilled fields	Use best management practices to control dust

- iii. The remaining buffer area shall be intensely planted with a mixture of native vegetation pursuant to an approved landscape plan prepared by a registered landscape architect in the State of Washington and reviewed and certified by a qualified professional ecologist or biologist certifying that the plantings to be used in the remaining buffer area will compliment and support the functions and values of the fish and wildlife habitat conservation area equal to or greater than the functional values of the recommended SPTH₍₂₀₀₎ buffer.
- iv. The remaining buffer area shall be managed by the applicant or applicant's successor in interest for a minimum of three years following the city's final acceptance of any portion or phase of the project. A detailed management plan prepared by a qualified professional ecologist or biologist shall be submitted for city review and approval prior to the city's authorization of any on-site construction, unless otherwise authorized by the community development director or designee. The detailed management plan shall address among other things the replanting of dead or dying plant material, the contents and submittal to the city of annual monitoring report prepared by a qualified professional ecologist or biologist with the cost of this report to be borne entirely by the applicant or applicant's successor in interest and methods to address any identified problems with the buffer's support of the functional value of the fish and wildlife habitat conservation area.

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- f. Buffer width reduction shall not be used in combination with buffer width averaging on the same buffer segment of a multi-segment riparian buffer but can be used in combination with the same wetland resource. For example, the lineal distance of a buffer segment, if eligible for buffer reduction, is not eligible for buffer averaging. Double reduction of a segment of a buffer is not allowed. However, one segment of a buffer may be reduced and a separate segment of a buffer may be averaged. Where multiple resources exist on a property or site, the community development director or designee may authorize the use of buffer width averaging and buffer width reduction on different resources on the property or site provided that any required scientific analysis or reporting addresses and supports the separate use.
 - g. Buffer Maintenance. Except as otherwise specified or allowed in accordance with this chapter, buffers for fish and wildlife habitat conservation areas shall be maintained according to the approved critical area permit.
 - h. Buffer Uses. The following uses may be permitted within a buffer for a fish and wildlife habitat conservation area in accordance with the review procedures of this chapter; provided, they are not prohibited by any other applicable law or regulation and they are conducted in a manner so as to minimize impacts to the buffer and the wetland:
 - i. Activities allowed under the same terms and conditions as in the associated fish and wildlife habitat conservation areas.
 - ii. Enhancement and restoration activities aimed at protecting the soil, water, vegetation or wildlife.
 - iii. Passive recreation facilities including trails and wildlife viewing structures, provided that the trails and structures are constructed with a surface that does not interfere with stream hydrology.
 - iv. Stormwater management facilities limited to detention facilities, constructed wetlands, stormwater dispersion outfalls and bioswales, may be constructed in accordance with an approved critical area report.
3. Signs and Fencing of Fish and Wildlife Habitat Conservation Areas:
- a. The location of the outer perimeter of the fish and wildlife habitat conservation areas and its buffer shall be marked in the field, and such marking shall be approved by the community development director or designee prior to the commencement of permitted activities. Such field markings shall be maintained throughout the duration of the permit.
 - b. A permanent physical demarcation along the upland boundary of the fish and wildlife habitat conservation area buffer shall be installed and thereafter maintained. Such demarcation may consist of fencing, hedging or other prominent physical marking that allows wildlife passage, blends with the wetland environment, and is approved by the community development director or designee.
 - c. Permanent fencing of the fish and wildlife habitat conservation area buffer on the outer perimeter shall be erected and thereafter maintained when there is a substantial likelihood of the presence of domestic grazing animals within the property unless the community development director or designee determines that the animals would not degrade the functions of the fish and wildlife habitat conservation area or buffer.

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- d. Wood or metal signs shall be posted at an interval of one per lot for single family residential uses or at a maximum interval of two hundred feet or as otherwise determined by the community development director or designee and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the community development director or designee: "The area beyond this sign is a fish and wildlife habitat conservation area or fish and wildlife habitat conservation area buffer. Alteration or disturbance is prohibited by law. Please call the city of Ridgefield for more information."

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016)

18.280.120 Frequently flooded areas.

Refer to RDC Chapter 18.750, Flood Control, for all requirements and standards regarding frequently flooded areas.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.280.130 Geologic hazard areas.

- A. Designation. Designated or potential geologic hazard areas include landslide, seismic, steep slope hazard, and erosion hazard areas. With the exception of bank erosion hazard areas and fault rupture hazard areas, their potential locations are shown on maps available from the community development director or designee. Final designations shall be based on site conditions and other available data or information.
 - 1. Landslide Hazard Areas. Potential landslide hazard areas are identified from the sources listed below:
 - a. Slopes greater than twenty-five percent on the property and adjacent areas within fifty feet except engineered slopes such as cut and fill slopes along transportation routes (including trails), railroad and other berms, or dikes.
 - b. Areas of historic or active landslides, potential instability, or older landslide debris identified on the 1975 map by Allen Fiksdal of the Washington State Department of Natural Resources entitled, Slope Stability: Clark County Washington as revised or superseded or identified on the Washington State Department of Natural Resources Geologic Information Portal.
 - c. Identified from other available data or in the field by a qualified professional and adjacent areas within fifty feet.
 - 2. Seismic Hazard Areas. Seismic hazard areas include liquefaction or dynamic settlement, ground shaking amplification, and fault rupture hazard areas:
 - a. Liquefaction or Dynamic Settlement. The following are designated liquefaction or dynamic settlement hazard areas:
 - i. Areas with low to moderate, moderate, moderate to high, or high liquefaction susceptibility or peat deposits as indicated on the Alternative Liquefaction Susceptibility Map of Clark County, Washington based on Swanson's Groundwater Model by Stephen P. Palmer, Sammantha L. Magsino, James L. Poelstra, and Rebecca A. Niggemann, September, 2004, as revised or superseded.

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- ii. Areas of fill (Fn) identified by the 1972 USDA Soil Conservation Service Soil Survey of Clark County Washington and by the community development director, based on other reliable evidence.
 - b. Ground Shaking Amplification. Designated ground shaking amplification hazard areas: include site classes C to D, D, D to E, E and F as indicated on the Site Class Map of Clark County, Washington by Stephen P. Palmer, Sammantha L. Magsino, James L. Poelstra, and Rebecca A. Niggemann, September, 2004 as revised or superseded.
 - c. Fault Rupture Hazard Areas. Potential fault rupture hazard areas are faults identified on geological maps prepared and maintained by the Washington Department of Natural Resources (DNR), U.S. Geological Survey (USGS), Oregon Department of Geology and Mineral Industries (DOGAMI), Clark County, Washington, or identified from other available data or in the field by a qualified professional and adjacent areas within fifty feet.
3. Erosion Hazard Areas. Erosion hazard areas include soil erosion and bank erosion hazard areas.
- a. Soil Erosion Hazard Areas. Soil erosion hazard areas are those areas with soils identified as having a severe erosion hazard by the 1972 USDA Soil Conservation Service Soil Survey of Clark County Washington.
 - b. Bank Erosion Hazard Areas. Bank erosion hazard areas are areas along lakes, streams, and rivers that are subject to regression or retreat due to lacustrine or fluvial processes and adjacent land within fifty feet.
4. Steep Slope Hazard Area. "Steep slope hazard areas are areas where there is not a mapped or designated landslide hazard, but where there are steep slopes equal to or greater than forty percent (40%) slope. Steep slopes which are less than ten (10) feet in vertical height and not part of a larger steep slope system, and steep slopes created through previous legal grading activity are not regulated steep slope hazard areas. The presence of steep slope suggests that slope stability problems are possible.
- B. Additional Critical Areas Report Requirements.
1. In addition to the requirements of 18.280.050.B, the following are critical areas report requirements to be prepared by a geotechnical engineer or geologist, licensed in the State of Washington, for development proposals in geologic hazard areas. These requirements may be adjusted as appropriate by the community development director or designee. The required report shall address factors of public safety. A critical areas report is not required for placement or replacement of roads, sidewalks, and trails where there are no structures, gas, electric, cable, fiber optic cable, stormwater, sewer, or water facilities in areas with only ground shaking or liquefaction hazards:
- a. Identification of the site and project area, topography in one foot contours (or other increment at the discretion of the community development director or designee), gas, electric, cable, fiber optic cable, telephone, sewer, water, and stormwater management facilities, wells, on-site septic systems, dikes, levees, and existing structures on the site plan.
 - b. Detailed review of field investigations, published data and references, data and conclusions from past geologic studies or investigations, site-specific measurements,

tests, investigations, or studies, and the methods of data analysis and calculations that support the results, conclusions, and recommendations.

- c. Field investigation and evaluation of the areas on-site for liquefaction or dynamic settlement, ground shaking amplification, fault rupture, and soil erosion hazards; and on or within fifty feet of the site for landslide and bank erosion hazards.
- d. A description of the surface and subsurface geology, hydrology, drainage patterns, soils, and vegetation on-site for liquefaction or dynamic settlement, ground shaking amplification, fault rupture, and soil erosion hazards; and on or within fifty feet of the site for landslide and bank erosion hazards.
- e. Identification of the hazard area indicators that were found (if any) on-site for liquefaction or dynamic settlement, ground shaking amplification, fault rupture, and soil erosion hazards; and on or within fifty feet of the site for landslide and bank erosion hazards.
- f. Conclusion as to whether there is a geologic hazard area on-site or for landslide and bank erosion hazards on or within fifty feet of the site.
- g. If a liquefaction, dynamic settlement, ground shaking amplification, fault rupture, or soil erosion hazard is found to exist on site or if a landslide or bank erosion hazard is found to exist on or within fifty feet of the site the following shall be specified on a site plan:
 - i. The location(s), extent, and type(s) of geologic hazard area(s) identified.
 - ii. The location(s) and extent of any area(s) that must be left undisturbed to protect the proposed development from damage or destruction and to protect the hazard area(s) from the impacts of the proposed development.
 - iii. The boundaries of the area that may be disturbed.
 - iv. The dimension of the closest distance(s) between the geologic hazard area(s) and the project area.
 - v. The dimension of the closest distance(s) between any non-disturbance area and the project area.
- h. For bank erosion hazard areas, show these areas, boundaries, and dimensions based upon natural processes and, if applicable, proposed bank stabilization measures.
- i. Analysis of the erosion processes on-site for soil erosion hazard areas and on or within one hundred feet of the site for bank erosion hazard areas.
- j. Evaluation of the impact of the geologic hazard area(s) on the proposed development, other properties, and other critical areas as follows:
 - i. Landslide Hazard Areas. The impact of the run-out hazard of landslide debris from both upslope and downslope shall be included in the evaluation.
 - ii. Bank Erosion Hazard Areas. Evaluation of impacts on other properties shall include properties both upstream and downstream of the subject property.
 - iii. Evaluation of the impact of the proposed development on the geologic hazard area(s).

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- iv. Assessments and conclusions regarding geologic hazard(s) for both existing and proposed (post-development) site conditions. The ultimate build-out scenarios must be considered and addressed in cases such as land division and master planning where build-out is not scheduled to occur as a direct or immediate result of project approval.
 - v. Written discussion of the risk of damage or destruction from the geologic hazard(s) with respect to human health and safety; infrastructure; the proposed development; other properties (both upstream and downstream for bank erosion hazard areas); and other critical areas; and whether and to what degree the proposed development would increase the risk from the geologic hazard(s), such as the occurrence of a landslide or the rate of regression.
 - vi. Recommendations for mitigation of impacts to protect human health and safety; infrastructure; the proposed development; other properties (both upstream and downstream for bank erosion hazard areas); other critical areas; and the hazard area during construction and for the anticipated life of the proposed development. The ultimate build-out scenarios must be considered and addressed in cases such as land division and master planning where build-out is not scheduled to occur as a direct or immediate result of project approval.
- k. An analysis of how the standards of RDC 18.280.130.C applicable to each geologic hazard area will be met.

C. Performance Standards.

- 1. Landslide, Soil Erosion, Bank Erosion Hazard Areas, and Steep Slope Hazard Areas. Development in designated non-disturbance areas shall be prohibited. Where such areas have not been identified, development, including elimination of a landslide hazard area through grading, in landslide, soil erosion, and bank erosion hazard areas and their buffers shall be prohibited except where the applicant has demonstrated compliance with or satisfaction of the following standards or requirements.
 - a. The applicant has demonstrated that the use, activity, and structure(s) cannot feasibly be located outside the geologic hazard area or buffer given the physical limitations of the site; and that during construction and for the anticipated life of the proposed development the following will be satisfied:
 - i. Will not increase the threat of the geologic hazard beyond pre-development conditions;
 - ii. Will not adversely impact other critical areas wherever feasible given the type of critical areas involved and the characteristics of the site;
 - iii. Are designed so that the hazard to the proposed project is eliminated or mitigated to a level equal to or less than pre-development conditions;
 - iv. The life safety risk is minimal or eliminated; and
 - v. Are certified by a geotechnical engineer or geologist, licensed in the State of Washington, as safe as designed and under anticipated conditions.

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- vi. A plan for revegetation and landscape maintenance to ensure soil stabilization shall be developed and implemented in accordance with the mitigation plan requirements of RDC 18.280.050.E.
 - vii. Clearing, grading, uprooting, or otherwise impairing the soil stabilizing function of vegetation shall be prohibited during the wet season (November 1 to May 1), except as authorized under a valid state or federal permit or a city Type I permit.
 - viii. Drainage patterns shall not be altered such that potential for damage or risk to the proposed project, the geologic hazard area, or other critical areas or buffers is increased.
 - ix. The city's adopted erosion control requirements shall be met.
 - x. Trails shall be for pedestrian and non-motorized vehicular use only and shall be the minimum width necessary to meet applicable regulations and for the ability to conduct required operations and maintenance.
- b. Roads in Landslide and Bank Erosion Hazard Areas. A road through or across a landslide or bank erosion hazard area shall meet the standards of RDC 18.280.130.C.1.a and shall not be:
- i. The sole access for a proposed subdivision (not including short plat) or critical facility.
 - ii. Longer than two hundred feet.
 - iii. Steeper than a twenty percent grade.
- c. Markers and Signs in Landslide Hazard Areas.
- i. The boundary at the outer edge of landslide area tracts and easements shall be delineated with permanent survey stakes, using iron or concrete markers as established by local survey standards.
 - ii. The boundary at the outer edge of the farthest of the landslide hazard area, non-disturbance area or buffer shall be identified with temporary signs prior to any site alteration. Such temporary signs shall be replaced with permanent signs prior to occupancy or use of the site.
 - iii. These provisions may be modified by the community development director or designee as necessary to ensure protection of sensitive features or wildlife needs.
- d. Bank Stabilization for Existing Development in Bank Erosion Hazard Areas.
- i. Bank stabilization measures may be employed to protect an existing structure when a critical areas report conclusively demonstrates all of the following:
 - (A) Bank erosion threatens an established use or existing structure(s).
 - (B) The threatened structure(s) cannot be relocated landward of any non-disturbance area.
 - (C) Where applicable, bank stabilization measures are necessary to the operation and location of water-dependent, water-related, or water

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- enjoyment activities consistent with the city's shoreline management master program.
- (D) Bank stabilization measures will not cause a significant adverse impact on upstream or downstream properties or an impact that cannot be mitigated without developing bank stabilization measures for those properties.
 - (E) Bank stabilization measures will not cause a significant adverse impact on fish, wildlife, or their habitats protected by this chapter.
- ii. When bank stabilization is allowed, it shall be accomplished using beach nourishment, bioengineering (soft armoring) techniques, or a combination of the two. Other techniques may be used when an approved critical areas report demonstrates conclusively that beach nourishment, bioengineering (soft armoring) techniques, or a combination of the two will not provide sufficient protection for the remaining useful life of the structure(s) to be protected.
 - iii. When bank stabilization is allowed, the pertinent policies and regulations of the city's shoreline management master program shall apply in addition to the requirements of this section. The terms and conditions of any other required state or federal permit or approval shall also apply.
- e. Buffer. The following regulations apply to landslide and bank erosion hazard area buffers. No buffer is required for soil erosion hazard areas. Buffers may be included in non-disturbance areas and required planting and maintenance activities may be undertaken within them:
 - i. Buffer width shall be measured on a horizontal plane from a perpendicular line established at all edges of the geologic hazard area, except for those instances where there is a physical grade separation of ten feet or greater between the geologic hazard area and an upland area. In this instance, the buffer area measurement shall take into account this physical grade separation.
 - ii. A vegetated buffer shall be maintained around all landslide and bank erosion hazard areas. No alteration to the buffer shall be undertaken without a city approved erosion control plan. New plantings shall consist of native vegetation. Maintenance shall be the responsibility of the property owner.
 - iii. The minimum buffer width for bank erosion hazard areas shall be the distance recommended in an approved critical areas report.
 - iv. The minimum buffer width for landslide hazard areas shall be the minimum distance(s) recommended in an approved critical areas report.
 - v. A modified buffer width may be authorized for landslide and bank erosion hazard areas at the discretion of the community development director or designee when recommended in an approved critical areas report prepared by a qualified professional.
- 2. Seismic Hazard Areas.
 - a. Liquefaction or Dynamic Settlement Hazard Areas. All building structures in liquefaction or dynamic settlement hazard areas shall comply with the city's adopted

building code regulations, as applicable. No buffer is required for liquefaction or dynamic settlement hazard areas.

- b. Ground Shaking Amplification Hazard Areas. All building structures in ground shaking amplification hazard areas shall comply with the city's adopted building code regulations applicable to the NEHRP soil classification of the subject property. No buffer is required for ground shaking amplification hazard areas.
 - c. Fault Rupture Hazard Areas.
 - i. A road through or across a fault rupture hazard area shall not be:
 - (A) The sole access for a proposed subdivision (not including short subdivision) or critical facility.
 - (B) Longer than two hundred feet.
 - (C) Steeper than a twenty percent grade.
 - ii. Structures for human habitation and critical facilities shall be prohibited within fault rupture hazard areas and buffers.
 - d. Buffer.
 - i. Buffer width shall be measured on a horizontal plane from a perpendicular line established at all edges of the geologic hazard area, except for those instances where there is a physical grade separation of ten feet or greater between the geologic hazard area and an upland area. In this instance, the buffer area measurement shall take into account this physical grade separation.
 - ii. The minimum buffer width for landslide hazard areas shall be the minimum distance(s) recommended in an approved critical areas report.
 - iii. A modified buffer width may be authorized for landslide and bank erosion hazard areas at the discretion of the community development director or designee when recommended in an approved critical areas report prepared by a qualified professional.
3. Steep Slope Hazard Areas.
- a. Applicability. Except for mineral extraction practices, development activity on or within one hundred (100) feet of slopes forty percent (40%) or greater that do not have a mapped or designated landslide hazard shall comply with the requirements of this section.
 - b. Buffer and Setback Distances.
 - i. Activities at the base of ascending slopes (building at the bottom of a steep slope):
 - (A) Buffers shall extend a distance away from the toe of the slope that is equal to the vertical height of the slope divided by two, but not to exceed fifteen (15) feet
 - (B) The setback from the buffer shall be determined by a qualified geotechnical engineer.
 - ii. Activities at the tops of descending slopes (building at the top of a steep slope):
 - (A) Buffers shall extend a distance back from the top of the slope equal to the vertical height of the slope divided by three (3), but not to exceed forty (40) feet.

The top of the slope is defined as a distinct break in slope at the top of a steep slope.

(B) The setback shall be determined by a qualified geotechnical engineer.

- iii. The responsible official may increase buffers or setbacks where necessary to meet requirements of the International Building Code.
- iv. All portions of steep slope hazard areas and steep slope buffers on the site which are planned to be undisturbed by permitted development activities shall be designated as landslide protection areas in accordance with Section 40.430.030(B).
- v. Vegetation removal is not allowed on slopes forty percent (40%) or greater without an approved geologic hazard area study.

18.280.140 Critical aquifer recharge areas. NEW CHAPTER Replaces Prior Chapter

A. Designation of Critical Aquifer Recharge Areas (CARAs). (See 18.280.170 – Definitions)

For purposes of RDC 18.280.140, the following designation shall apply:

- 1. Sole Source Aquifers. Sole source aquifers are areas that the U.S. Environmental Protection Agency designated pursuant to the Federal Safe Water Drinking Act.
 - a. The Ridgefield corporate limits are in the Troutdale Aquifer System Source Area Sole Source Aquifer.
 - b. In accordance with WAC 365-190-100, the entirety of the city of Ridgefield is designated as a CARA to preserve the volume of recharge available to the aquifer system and to protect groundwater from contamination.

B. Classification. For regulatory purposes, lands within the overall CARA designation are classified as either Category I CARA or Category II CARA.

- 1. Category I CARA means the highest priority CARA, represented by the one (1) year time-of-travel wellhead protection area for Group A public water system sources. (See 18.280.170, Definition of “Wellhead protection area.”)
- 2. Category II CARA means the remainder of the designated CARA.
- 3. Parcels that are partly within Category I and Category II shall be subject to the Category I provisions in this section.

C. Mapping of Critical Aquifer Recharge Areas.

- 1. The approximate location and extent of CARAs are shown on the adopted critical areas maps.(See: Ridgefield Community Development Department, Clark County MapsOnline, and Washington State Department of Health Source Water Assessment Program Mapping Tool.)
- 2. These maps are to be used as a guide for the city, project applicants, and/or property owners and may be continuously updated as new critical areas are identified. They are a reference and do not provide a final critical area designation.

D. Exempt activities. The following activities are exempt from CARA permit review and do not require submission of a critical area report:

- 1. Existing activities that currently and legally existed on January 1, 2026.

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2. Construction of structures and improvements, including additions, resulting in less than five percent or two thousand five hundred square feet (whichever is greater) total site impervious surface area that does not result in a change of use or increase the use of a hazardous substance.
 3. Development and improvement of parks, recreation facilities, open space, or conservation areas resulting in less than five percent total site impervious surface area that do not increase the use of a hazardous substance.
 4. Existing or replacement on-site domestic septic systems releasing less than fourteen thousand five hundred gallons of effluent per day and that are limited to a maximum density of one system per one acre.
 5. Residential uses, including typical residential accessory structures, excluding mixed-use development.
 6. Group A public water system source development and associated infrastructure including public water pipelines; and public water supply storage structures;
 7. Activities already permitted and regulated by the state or the Clark County Health Department to incorporate best management practices; and
 8. Uses where containment is provided and approved by the city of Ridgefield and Clark County Fire and Rescue.
- E. Prohibited Activities. The following uses are prohibited in Category I and Category II CARAs:
1. Landfills, including hazardous or dangerous waste, municipal solid waste, special waste, wood waste, and inert and demolition waste landfills;
 2. Class I-IV Underground Injection Wells (See WAC 173-218-040)
 3. Mining, wood treatment and radioactive substances.
 - a. Metals and hard rock mining.
 - b. Sand and gravel mining, prohibited from critical aquifer recharge areas determined to be highly susceptible or vulnerable.
 - c. Wood Treatment Facilities. Wood treatment facilities that allow any portion of the treatment process to occur over permeable surfaces (both natural and manmade).
 - d. Storage, Processing, or Disposal of Radioactive Substances. Facilities that store, process, or dispose of radioactive substances except for medical equipment or materials that are used in a medical or dental facility, and medical waste as defined in RCW 70A.390.020 that is generated within a medical facility and held for lawful disposal.
 4. Other Prohibited Uses or Activities.
 - i. Activities that would significantly reduce the recharge to aquifers currently or potentially be used as a potable water source.
 - ii. Activities that would significantly reduce the recharge to aquifers that are a source of significant baseflow to a regulated stream.
 - iii. New on-site sewage systems.
 - iv. Application of agricultural wastewater on land, not otherwise allowed as a non-conforming or conditional use.

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- F. Performance Standards—Critical Aquifer Recharge Areas. Non-exempt activities may only be permitted, subject to city review and approval of a critical area permit. The applicant must show that the proposed activity will not cause contaminants to enter the aquifer and that the proposed activity will not adversely affect the recharging of the aquifer.
1. Storage Tanks. All storage tanks proposed to be located in a CARA must comply with local building code requirements and must conform to the following requirements:
- a. Underground Tanks. All new underground storage facilities proposed for the storage of hazardous substances or hazardous wastes shall be designed and constructed so as to:
 - i. Prevent releases due to corrosion or structural failure for the operational life of the tank;
 - ii. Be protected against corrosion, constructed of non-corrosive material, steel clad with a non-corrosive material, or designed to include a secondary containment system to prevent the release or threatened release of any stored substances; and
 - iii. Use material in the construction or lining of the tank that is compatible with the substance to be stored.
 - b. Aboveground Tanks. All new aboveground storage facilities proposed for the storage of hazardous substances or hazardous wastes shall be designed and constructed so as to:
 - i. Not allow the release of a hazardous substance to the ground, ground waters, or surface waters; and,
 - ii. Have a primary containment area enclosing or underlying the tank or part thereof; and
 - iii. A secondary containment system either built into the tank structure or a dike system built outside the tank for all tanks.
 - c. Vehicle Repair and Servicing.
 - i. Vehicle repair and servicing, excluding repair or service of less than two personal vehicles on a residential lot, must be conducted over impermeable pads and within a covered structure capable of withstanding normally expected weather conditions. Chemicals used in the process of vehicle repair and servicing must be stored in a manner that protects them from weather and provides containment should leaks occur.
 - ii. Dry wells shall not be used for vehicle repair and servicing. Dry wells existing on the site prior to facility establishment must be abandoned using techniques approved by the state department of Ecology prior to commencement of the proposed activity.
 - d. Residential Use of Pesticides and Nutrients. Application of household pesticides, herbicides, and fertilizers shall not exceed times and rates specified on the packaging.
- G. Critical Aquifer Recharge Areas Assessment and Reporting. In addition to the general critical area report requirements of RDC 18.280.050, critical area reports for CARAs must meet the requirements of this section. Critical area reports for two or more types of critical areas must meet the report requirements for each relevant type of critical area.
1. Preparation by a Qualified Professional. A critical area report for a use in a CARA shall be prepared by a qualified professional who is currently a licensed Washington State geologist

holding a current specialty license in hydrogeology or an engineer currently licensed in the State of Washington who, in the opinion of the community development director or designee, has hydrogeology experience consistent with the intent of WAC 308-15-053(2).

2. Hydrogeologic Assessments.

- a. Level One Hydrogeological Assessment. For development outside of a Category I CARA, the critical area report shall contain a level one hydrogeological assessment which, at a minimum, shall include the following site and proposal-related information:
 - i. Available information regarding geologic and hydrogeologic characteristics of the site including the permeability of the unsaturated zone.
 - ii. Ground water depth, flow direction, and gradient based on available information.
 - iii. Location of other critical areas, including surface waters, within one thousand three hundred feet of the project area.
 - iv. Available historic water quality data for the area affected by the proposed activity.
 - v. Best management practices proposed to be utilized to avoid adverse impacts to the aquifer.

3. Level Two Hydrogeologic Assessment.

- a. A level two hydrogeologic assessment shall be required for any of the following proposed activities in a Category I:
 - i. Activities that result in ten percent or more impervious site area;
 - ii. Activities that divert, alter, or reduce the flow of surface or ground waters, or otherwise reduce the recharging of the aquifer;
 - iii. The use of hazardous substances, other than household chemicals used according to the directions specified on the packaging for domestic applications;
 - iv. Any other activity the community development director determines is likely to have an adverse impact on ground water quality or quantity or on the recharge of the aquifer.
- b. A level two hydrogeologic assessment shall include the following site- and proposal-related information at a minimum, in addition to the requirements for a level one hydrogeological assessment:
 - i. Historic water quality data for the area to be affected by the proposed activity compiled for at least the previous five-year period.
 - ii. Ground water monitoring plan provisions for three years.
 - iii. Discussion of the effects of the proposed project on the ground water quality and quantity, including:
 - 1. Predictive evaluation of ground water withdrawal effects on nearby wells and surface water features.
 - 2. Predictive evaluation of contaminant transport based on potential releases to ground water.

3. A spill plan that identifies equipment and/or structures that could fail, resulting in an impact. Spill plans shall include provisions for regular inspection, repair, and replacement of structures and equipment that could fail.

H. Statutes, Regulations, and Guidance Pertaining to Ground Water Impacting Activities.

Table 18.280.140-1

Activity	Statute—Regulation—Guidance
Above ground storage tanks used to treat or store dangerous waste	Chapter 173-303-640 WAC
Automobile washers	Vehicle and Equipment Wash water Discharges/Best Management Practices Manual. Revised November 2012 Publication no. WQ-R-95-056
Below ground storage tanks	Chapter 173-360A WAC
Chemical treatment storage and disposal facilities	Chapter 173-303 WAC
Dangerous waste regulations	Chapter 173-303 WAC
Underground Injection control program	WAC Chapter 173-218
Functional standards for solid waste handling	Chapter 173-304 WAC, Vehicle Recyclers: A Guide for Implementing the Industrial Stormwater General National Pollutant Discharge Elimination System (NPDES) Permit Requirements, Publication no. 94-146
Oil and gas drilling	Chapter 332-12-450 WAC, Chapter 173-218 WAC
On-site sewage systems (large scale)	Chapter 246-272B WAC
On-site sewage systems (< 14,500 gal/day)	Chapter 246-272A WAC, Local Health Ordinances
Pesticide storage and use	Chapter 17.21 RCW

18.280.150 Wetlands.

A. Designating and Rating Wetlands.

1. Designating Wetlands. Wetlands are those areas, designated in accordance with the U.S. Army Corps of Engineers' (Corps) manual (U.S. Army Corps of Engineers, 1987) and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0), US Army Corps of Engineers, 2010 or as revised, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created (but not as mitigation for impacts to wetlands) from non-wetland sites, including ditches constructed in non-wetlands areas

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- that do not drain wetlands, but not limited to irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds and landscape amenities or those wetlands created after July 1990 that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands shall include those artificial wetlands intentionally created from non-wetland areas to mitigate conversion of wetlands. Final designations shall be based on-site conditions and other available data or information (See RDC 18.280.030.A.1).
2. Wetland Ratings. Wetlands shall be rated according to the Washington State Department of Ecology (Ecology) wetland rating system found in "*Washington State Wetland Rating System For Western Washington: 2014 Update, Version 2.0* (Ecology Publication #23-06-009, or as revised and approved by Ecology". The rating system document contains the definitions and methods for determining if the criteria below are met.
 3. Wetland Rating Categories.
 - a. Category I. Category I wetlands are those that meet one or more of the following criteria:
 - i. Wetlands of High Conservation Value as defined by the Washington State Department of Fish and Wildlife and the Natural Heritage Program at the Department of Natural Resources.
 - ii. Bogs;
 - iii. Mature and old growth forested wetlands larger than one acre;
 - iv. Wetlands that perform many functions well, as indicated by scoring twenty-three or more points (out of twenty-seven possible points) in the rating system.
 - b. Category II. Category II wetlands are those with a moderately high level of functions, as indicated by scoring twenty to twenty-two points in the Ecology rating system.
 - c. Category III. Category III wetlands are those with a moderate level of functions, as indicated by scoring sixteen to nineteen points in the Ecology rating system.
 - d. Category IV. Category IV wetlands are those with a low level of functions, as indicated by scoring less than sixteen points in the Ecology rating system.
- B. Additional Critical Areas Report Requirements. A critical area report for wetlands shall be prepared by a professional ecologist or biologist according to the current approved federal manual and supplements including the 1987 Corps of Engineers Wetlands Delineation Manual and Regional Supplements, or as revised, and the "*Washington State Wetland Rating System For Western Washington: 2014 Update, Version 2.0* (Ecology Publication #23-06-009, or as revised and approved by Ecology". The critical area report shall contain an analysis of the wetlands including the following site- and proposal-related information:
1. A written assessment, data sheets and accompanying maps of any wetlands or buffers on the site including the following information:
 - a. Hydrogeomorphic (HGM) classification.
 - b. Wetland category.
 - c. Wetland delineation and required buffers.
 - d. Existing wetland acreage.

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- e. Vegetative, faunal, and hydrologic characteristics.
 - f. Soil types and substrate conditions.
 - g. Topographic elevations, at one-foot contours.
 - h. A discussion of the water sources supplying the wetland and documentation of hydrologic regime (locations of inlet and outlet features, water depths throughout the wetland, evidence of recharge or discharge, evidence of water depths throughout the year - drift lines, algal layers, moss lines, and sediment deposits).
- 2. Functional evaluation for the wetland and buffer using Ecology's most current approved method and including the reference of the method and all data sheets.
 - 3. Proposed mitigation, if needed, including a written description and accompanying maps of the mitigation area, including the following information:
 - a. Existing and proposed wetland acreage;
 - b. Existing and proposed vegetative and faunal conditions;
 - c. Surface and subsurface hydrological conditions of existing and proposed wetlands and hydrologically associated wetlands including an analysis of existing hydrologic regime and proposed hydrologic regime for enhanced, created, or restored mitigation areas;
 - d. Relationship to lakes, streams and rivers in the watershed;
 - e. Soil type and substrate conditions;
 - f. Topographic elevations, at one-foot contours; and
 - g. Required wetland buffers including existing and proposed vegetation.
- C. Performance Standards.
- 1. General Requirements. Development or clearing activities shall protect the functions of wetlands and wetland buffers on the site. Activities shall result in no net loss of wetland or buffer functions. Protection may be provided by avoiding (the preferred protection) or minimizing and mitigating.
 - a. In Category I wetlands only the following activities may be allowed:
 - i. Installation of utilities such as water, sewer, stormwater conveyance, gas, electric, cable, fiber optic cable or telephone, expansion of existing roads, utilities and railroads and maintenance of existing levees or dikes, provided that impacts are minimized and that mitigation for any unavoidable impact to functions is conducted. New roads, dikes and levees shall only be allowed if compliance to Section 18.280.090 (Reasonable Use Exceptions) is demonstrated.
 - ii. Trails and wildlife viewing structures that have no impact on water quality and are located in the outer 25% of the wetland buffer may be permitted. Trails and walkways should be generally parallel to the perimeter of the wetland and located to avoid removal of significant mature trees. They should be limited to pervious surfaces and designed for pedestrian use only, when feasible.
 - b. In Category II wetlands the following activities may be allowed:
 - i. Activities allowed in Category I wetlands.

- ii. Enhancement and restoration activities aimed at protecting the soil, water, vegetation or wildlife.
 - iii. Activities that are mitigated in accordance with an approved critical areas report and an approved mitigation plan.
 - c. In Category III and IV wetlands the following activities may be allowed:
 - i. Activities allowed in Category I and II wetlands.
 - ii. Activities that are mitigated in accordance with an approved critical areas report and an approved mitigation plan.
 - d. Mitigation for the loss of acreage and functions shall be provided pursuant to an approved mitigation plan prepared by a qualified professional.
2. Wetland Buffers. The buffer widths in the table assume that the buffer is fully vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is unvegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should either be planted to create the appropriate native plant community or the buffer should be widened to ensure that adequate functions of the buffer are provided.
- a. Standard Buffer Widths. Buffer widths are based on wetland category, wetland characteristics and land use intensity.
 - b. Land use intensities are as follows:

Table 18.280.150-1: Land Use Intensities

(Based upon C: Guidance on Buffers and Ratios for Western Washington Wetlands in Washington State Volume 2 – Protecting and Managing Wetlands, Ecology Publication No. 05-06-008, Modified from Appendix 8 -)

Land Use Intensity	Land Uses
High	Commercial • Urban • Industrial • Institutional • Retail sales • Residential (more than 1 unit/acre) • Conversion to high-intensity agriculture (dairies, nurseries, greenhouses, growing and harvesting crops requiring annual tilling and raising and maintaining animals, etc.) • High-intensity recreation (golf courses, ball fields, etc.) • Hobby farms Moderate • Residential (1 unit/acre or less))
Moderate	Moderate-intensity open space (parks with biking, jogging, etc.) • Conversion to moderate-intensity agriculture (orchards, hay fields, etc.) • Paved trails • Building of logging roads • Utility corridor or right-of-way shared by several utilities and including access/maintenance road Low • Forestry (cutting of trees only)
Low	Low-intensity open space (hiking, bird-watching, preservation of natural resources, etc.) • Unpaved trails • Utility corridor without a maintenance road and little or no vegetation management. * Local governments are encouraged to create land-use designations for zoning that are consistent with these examples

- i. Level of function for habitat, based on the 2014 Washington State Wetland Rating System, is as follows:

**Table 18.280.150-2:
Rating System**

Level of Function	Final Habitat Score in Rating System
High	8–9
Moderate	6–7
Low	3–5

- ii. Buffer widths are measured horizontally from the edge of the wetland and are as follows:

(A) Category I wetlands:

**Table 18.280.150-3:
Category I Wetland Buffer Widths**

Wetland Characteristics	Land Use Intensity	Buffer Width (in feet)
Natural heritage wetlands or bogs	High	250
	Moderate	190
	Low	125
Forested wetlands—High habitat function	High	300
	Moderate	225
	Low	150
Forested wetlands—Moderate habitat function	High	150
	Moderate	110
	Low	75
Forested wetlands—Low habitat function	High	100
	Moderate	75
	Low	50
Other Category 1 wetlands—High habitat function	High	300
	Moderate	225
	Low	150
Other Category 1 wetlands—Moderate habitat function	High	150
	Moderate	110
	Low	75
Other Category 1 wetlands—Low habitat function	High	100
	Moderate	75
	Low	50

(B) Category II wetlands:

**Table 18.280.150-4:
Category II Wetland Buffer Widths**

Wetland Characteristics	Land Use Intensity	Buffer Width (in feet)
High habitat function	High	300
	Moderate	225
	Low	100

Moderate habitat function	High	100
	Moderate	75
	Low	50
Low habitat function	High	100
	Moderate	100
	Low	150

(C) Category III wetlands:

**Table 18.280.150-5:
Category III Wetland Buffer Widths**

Wetland Characteristics	Land Use Intensity	Buffer Width (in feet)
Moderate habitat function	High	150
	Moderate	110
	Low	100
Low habitat function	High	80
	Moderate	60
	Low	40

(D) Category IV wetlands:

**Table 18.280.150-6:
Category IV Wetland Buffer Widths**

Wetland Characteristics	Land Use Intensity	Buffer Width (in feet)
All Category IV wetlands	High	50
	Moderate	40
	Low	25

(E) All buffers shall be measured from the wetland boundary as surveyed in the field.

(F) "Functionally Disconnected Buffer Area. Buffers may exclude areas that are functionally and effectively disconnected from the wetland by an existing public or private road or legally established development, as determined by the community development director. Functionally and effectively disconnected means that the road or other significant development blocks the protective measures provided by a buffer.

Significant developments shall include built public infrastructure such as roads and railroads, and private developments such as homes or commercial structures. The community development director shall evaluate whether the interruption will affect the entirety of the buffer. Individual structures may not fully interrupt buffer function. In such cases, the allowable buffer exclusion should be limited in scope to just the portion of the buffer that is affected. Where questions exist regarding whether a development functionally

disconnects the buffer, or the extent of that impact, the community development director may require a critical area report to analyze and document the buffer functionality."

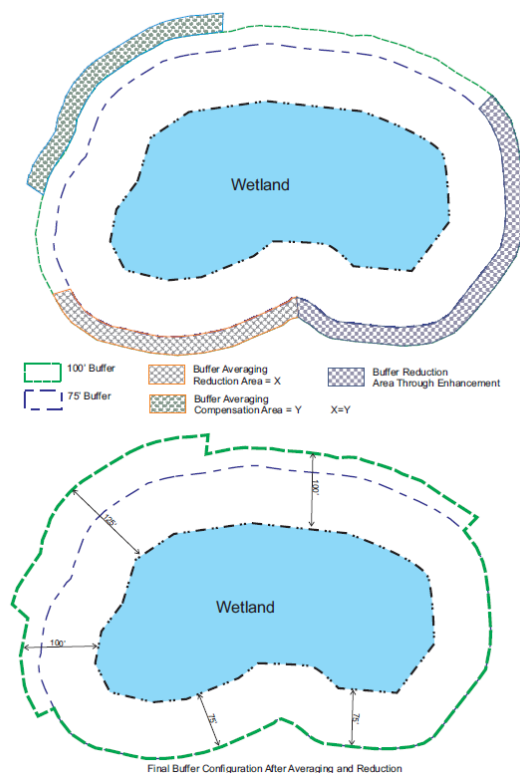
- iii. Buffer Width Averaging. The community development director or designee may allow buffer width averaging in accordance with an approved critical area report on a case-by-case basis. Buffer width averaging shall not be used in combination with buffer width reduction or a minor exception on the same buffer segment to reduce the minimum buffer width below that specified in this chapter. Averaging of buffer widths may only be allowed where a qualified professional wetland scientist demonstrates that:
 - (A) Such averaging will not reduce wetland functions or functional performance; and
 - (B) The wetland varies in sensitivity due to existing physical characteristics or the character of the buffer varies in slope, soils, or vegetation, and the wetland would benefit from a wider buffer in places and would not be adversely impacted by a narrower buffer in other places; and
 - (C) The total area contained in the buffer area after averaging is no less than that which would be contained within the standard buffer; and
 - (D) The buffer width is reduced by no more than twenty-five percent of the standard width and at no point to less than twenty-five feet.
- iv. Buffer Width Reduction. Buffer width reduction is disfavored. However, the community development director or designee may authorize the reduction of required buffer widths by no more than 25% provided that an applicant demonstrates why avoidance is not possible and also compliance with the following:
 - (A) Written evidence prepared by a qualified ecologist or biologist addressing the proposed buffer width reduction and demonstrating how the reduced buffer will enhance the functions and values of the adjacent wetland.
 - (B) The remaining buffer area shall be intensely planted with a mixture of native vegetation pursuant to an approved landscape plan prepared by a qualified professional ecologist or biologist or prepared by a registered landscape architect licensed in the State of Washington and reviewed and certified by a qualified professional ecologist or biologist certifying that the plantings to be used in the remaining buffer area will compliment and support the functions and values of the adjacent wetland.
 - (C) The remaining buffer area shall be managed by the applicant or applicant's successor in interest for a minimum of three years following the city's final acceptance of any portion or phase of the project. A detailed management plan prepared by a qualified professional ecologist or biologist shall be submitted for city review and approval prior to the city's authorization of any on-site construction, unless otherwise authorized by the community development director or designee. The

detailed management plan shall address among other things the replanting of dead or dying plant material, the contents and submittal to the city of annual monitoring report prepared by a qualified professional ecologist or biologist with the cost of this report to be borne entirely by the applicant or applicant's successor in interest and methods to address any identified problems with the buffer's support of the functional value of the adjacent wetland.

- (D) Buffer width reduction shall not be used in combination with buffer width averaging on the same buffer segment but can be used in combination with the same wetland resource.

- i. A fully vegetated wetland buffer, as defined by Department of Ecology guidance, may not be reduced.
- ii. A buffer segment is a specific mapped portion or fragment of a wetland buffer. (See illustration below.) The character of a wetland buffer segment may be determined by topography, vegetation, hydrology, and current use, as well as proposed development.
- iii. An applicant seeking to reduce a wetland buffer must address the need for the proposed buffer reduction using the avoidance, minimization, compensation sequence in RDC 18.280.060.A through G.

Wetland buffer segment diagram



- (F) Strategies for avoiding or reducing impacts to the wetlands and buffers are found in Table 18.280.150-7.

Table 18.280.150-7 Strategies for avoiding or reducing impacts to wetlands and buffers

Examples of Disturbance	Activities and Uses that Cause Disturbances	Examples of Measures to Minimize Impacts
Lights	• Parking lots • Warehouses • Manufacturing • Residential	• Direct lights away from the wetland • Lights shall be aimed downward consistent with RDC 18.715.050 General standards and 18.715.100 Figures for acceptable shielding and direction of exterior light fixtures
Noise	• Manufacturing	• Locate activity that generates noise away from the wetland
Toxic runoff*	• Parking lots • Roads • Manufacturing • Residential areas • Application of agricultural pesticides • Landscaping	• Route all new` untreated runoff away from wetland while ensuring wetland is not dewatered • Establish covenants limiting use of pesticides within 150 ft of the wetland • Apply integrated pest management
Stormwater runoff	• Parking lots • Roads • Manufacturing • Residential areas • Commercial • Landscaping	• Retrofit stormwater detention and treatment for roads and existing adjacent development • Prevent channelized flow from lawns that directly enter the buffer
Change in water regime	• Impermeable surfaces • Lawns • Tilling	• Infiltrate, treat, or detain and disperse runoff from new impervious surfaces and lawns into a buffer
Pets and human disturbance	• Residential areas	• Use privacy fencing plant dense vegetation to delineate buffer edge and to discourage disturbance using native vegetation appropriate for the ecoregion and place the wetland and its buffer in a separate tract
Dust	• Tilled fields	• Use best management practices to control dust

- v. Buffer Maintenance. Except as otherwise specified or allowed in accordance with this chapter, wetland buffers shall be maintained according to the approved critical area permit.

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- vi. Buffer Uses. The following uses may be permitted within a wetland buffer in accordance with the review procedures of this chapter; provided, they are not prohibited by any other applicable law or regulation and they are conducted in a manner so as to minimize impacts to the buffer and the wetland:
- (A) Activities allowed under the same terms and conditions as in the associated wetlands.
 - (B) Enhancement and restoration activities aimed at protecting the soil, water, vegetation or wildlife.
 - (C) Passive recreation facilities including trails and wildlife viewing structures, provided that the trails and structures are constructed with a surface that does not interfere with wetland hydrology. When practicable and appropriate trails may be constructed of permeable surfaces, should be located in the outer twenty-five percent of a buffer and should be designed to avoid the removal of significant trees. The city engineer shall have the discretion to determine the surface material and location of trails to ensure compliance to the city's engineering standards and state or federal accessibility requirements.
 - (D) Stormwater management facilities limited to detention facilities, constructed wetlands, stormwater dispersion outfalls and bioswales, may be constructed in the outer twenty-five percent of the wetland buffer for Category I or II wetlands, and in the outer fifty percent of the wetland buffer for Category III and IV wetlands in accordance with an approved critical area report.

3. Signs and Fencing of Wetlands.

- a. The location of the outer perimeter of the wetland and buffer shall be marked in the field, and such marking shall be approved by the community development director or designee prior to the commencement of permitted activities. Such field markings shall be maintained throughout the duration of the permit.
- b. A permanent physical demarcation along the upland boundary of the wetland buffer shall be installed and thereafter maintained. Such demarcation may consist of fencing, hedging or other prominent physical marking that allows wildlife passage, blends with the wetland environment, and is approved by the community development director or designee.
- c. Permanent fencing of the wetland buffer on the outer perimeter shall be erected and thereafter maintained when there is a substantial likelihood of the presence of domestic grazing animals within the property unless the community development director or designee determines that the animals would not degrade the functions of the wetland or buffer.
- d. Wood or metal signs shall be posted at an interval of one per lot for single family residential uses or at a maximum interval of two hundred feet or as otherwise determined by the community development director or designee and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the community development director or designee: "The area beyond this sign is a wetland or wetland buffer. Alteration or

disturbance is prohibited by law. Please call the city of Ridgefield for more information."

4. Mitigation Sequencing. The following are the steps in the mitigation sequence according to the implementing rules of SEPA (Chapter 197-11-768 WAC). Applicants shall demonstrate that they have taken these actions:
 - a. *Avoiding the impact altogether by not taking a certain action or parts of an action;*
 - b. *Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts;*
 - c. *Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;*
 - d. *Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;*
 - e. *Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and/or*
 - f. *Monitoring the impact and taking appropriate corrective measures*
5. Compensatory Mitigation. Compensatory mitigation for impacts to wetlands shall be provided pursuant to Table 18.280-7 and shall be consistent with the Department of Ecology Guidance on Wetland Mitigation in Washington State, Part 1: Laws, Rules, Policies, and Guidance Related to Wetland Mitigation, Ecology publication # 04-06-013a, or as revised by Ecology. Compensatory mitigation actions shall address functions affected by the alteration to achieve functional equivalency or improvement and shall provide similar wetland functions as those lost, except when:
 - a. The lost wetland provides minimal functions as determined by a site-specific function assessment, and the proposed compensatory mitigation action(s) will provide equal or greater functions or will provide functions shown to be limited within a watershed through a formal Washington state watershed assessment plan or protocol; or
 - b. Out-of-kind replacement will best meet formally identified watershed goals, such as replacement of historically diminished wetland types.
6. Mitigation Actions. If the applicant demonstrates that preservation of the resource is not possible due to unique character of the land, the applicant may undertake the following mitigation actions
 - a. Creation. The manipulation of the physical, chemical or biological characteristics present to develop a wetland on an upland or deepwater site where a biological wetland did not previously exist. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, hydric soils, and support the growth of hydrophytic plant species. Creation results in a gain in wetland acres and functions.

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- b. Re-establishment. The manipulation of the physical, chemical or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Activities could include removing fill material, plugging ditches or breaking drain tiles. Re-establishment results in a gain in wetland acres and functions.
 - c. Rehabilitation. The manipulation of the physical, chemical or biological characteristics of a site with the goal of repairing natural or historic functions and processes of a degraded wetland. Activities could involve breaching a dike to reconnect wetlands to a floodplain, restoring tidal influence to a wetland, or breaking drain tiles and plugging drainage ditches. Rehabilitation results in a gain in wetland functions but not in wetland acres.
 - d. Enhancement. The manipulation of the physical, chemical or biological characteristics of a biological wetland to increase or improve specific functions or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention or wildlife habitat. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations to result in open water ponds, or some combination of these. Enhancement results in a change in certain wetland functions and can lead to a decline in other wetland functions. It does not result in a gain in wetland acres.
 - e. Type and Location of Mitigation. Unless it is demonstrated that a higher level of ecological functioning would result from an alternate approach, compensatory mitigation for ecological functions shall be either in-kind and on-site, or in-kind and within the same stream reach or watershed. Mitigation actions shall be conducted within the same watershed as the project site and on the same site as the alteration except when all of the following apply:
 - i. Based on a determination of the natural capacity of the site to mitigate for the impacts, there are no reasonable on-site or in-watershed opportunities or on-site and in-watershed opportunities do not have a high likelihood of success. Consideration shall include anticipated wetland mitigation replacement ratios, buffer conditions and proposed widths, hydrogeomorphic classes of on-site wetlands when restored, proposed flood storage capacity, and potential to impact riparian fish and wildlife habitat including connectivity.
 - ii. Off-site mitigation has a greater likelihood of providing equal or improved wetland functions than the impacted wetland.
 - iii. Off-site locations shall be in the same watershed unless:
 - (A) Watershed goals for water quality, flood or conveyance, habitat or other wetland functions have been established and strongly justify location of mitigation at another site; or
 - (B) Credits from a certified wetland mitigation bank are used as mitigation and the use of credits is consistent with the terms of the bank's certification.

7. Mitigation Ratios.

- a. Acreage Replacement Ratios.

- i. The replacement ratios shall apply to wetland mitigation that is for the same hydrogeomorphic class (depressional, riverine, lacustrine or slope wetlands), on-site, the same category, and timed prior to or concurrent with alteration and that has a high probability of success.
- ii. The ratios are based on replacing a Category I or II wetland with a Category II wetland and replacing a Category III or IV wetland with a Category III wetland.
- iii. The ratios do not apply to the use of credits from a state certified wetland mitigation bank. When credits from a certified bank are used, replacement ratios should be consistent with the requirements of the bank's certification.
- iv. If the wetland area impacted is replaced at a 1:1 ratio through re-establishment, creation or rehabilitation, the remainder of the area needed for mitigation can be replaced by enhancement.
- v. Mitigation Ratios. The mitigation ratios specified in Table 18.280-8 are to be considered target mitigation ratios that the city shall attempt to achieve, however, the city shall have the authority to determine the appropriate mitigation ratio on a case-by-case basis. The community development director or designee shall determine the appropriate mitigation ratio on a case-by case basis following review and consideration of the submitted mitigation plan. The mitigation ratio applied on a case-by-case basis may be greater or less than the target mitigation ratio as determined by the community development director or designee.

Table 18.280.150-8: Wetland mitigation ratios

Wetland Category & Type	Reestablishment Or Creation	Rehabilitation Only	Reestablishment or Creation (R/C) & Rehabilitation (RH)	Reestablishment Or Creation & Enhancement (E)	Enhancement Only
Category IV	1.5:1	3:1	1:1 R/C & 1:1 RH	1:1 R/C & 2:1 E	6:1
Category III	2:1	4:1	1:1 R/C & 2:1 RH	1:1 R/C & 4:1 E	8:1
Category II	3:1	6:1	1:1 R/C & 2:1 RH	1:1 R/C & 8:1 E	12:1
Category I Forested	6:1	12:1	1:1 R/C & 10:1 RH	1:1 R/C & 20:1 E	24:1
Category I Based on Functions Score	4:1	8:1	1:1 R/C & 6:1 RH	1:1 R/C & 12:1 E	16:1
Category I Natural Heritage Site	Considered Not Possible	6:1 RH of Natural Heritage Site	R/C Considered Not Possible	R/C Considered Not Possible	Case-by-Case
R/C Considered Not Possible	Case-by-Case	R/C Considered Not Possible	Case-by-Case	R/C Considered Not Possible	Case-by-Case

Note: There are no known Category I bogs in Ridgefield.

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- b. Increased or Decreased Mitigation Ratios. The preceding table provides target mitigation ratios. Ratios may be increased or decreased to address site-specific situations. It is up to the project proponent to provide the justification for a decrease in the standard ratios.
 - i. Increased Replacement Ratio. The community development director or designee may increase the ratios under the following circumstances:
 - (A) Uncertainty exists as to the probable success of the proposed restoration or creation; or
 - (B) A significant period of time will elapse between impact and replication of wetland functions; or
 - (C) Proposed mitigation will result in a lower category wetland or reduced functions relative to the wetland being impacted; or
 - (D) The impact was an unauthorized impact.
 - ii. Decreased Replacement Ratio. The department may decrease the ratios under the following circumstances:
 - (A) Documentation by a qualified wetland specialist demonstrates that the proposed mitigation actions have a very high likelihood of success;
 - (B) Documentation by a qualified wetland specialist demonstrates that the proposed mitigation actions will provide functions and values that are significantly greater than the wetland being impacted; or
 - (C) The proposed mitigation actions are conducted in advance of the impact and have been shown to be successful.
 - 8. Mitigation Timing. The mitigation shall be prior to or concurrent with alteration or as soon as feasible.
 - 9. Wetland Mitigation Banks.
 - a. Credits from a wetland mitigation bank may be approved for use as mitigation for unavoidable impacts to wetlands when:
 - i. The bank is certified under Chapter 173-700 WAC; and,
 - ii. The community development director or designee determines that the wetland mitigation bank provides appropriate mitigation for the authorized impacts; and
 - iii. The proposed use of credits is consistent with the terms and conditions of the bank's certification.
 - b. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the bank's certification.
 - c. Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the bank's certification. In some cases, bank service areas may include portions of more than one adjacent drainage basin for specific wetland functions.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1290, § 2(Exh. A), 4-25-2019)

18.280.160 Appeal procedure.

- A. Appeals of administrative decisions issued pursuant to the provisions of this chapter shall be made to the city's hearing examiner pursuant to the city's currently adopted appeal procedures for administrative decision-making.
- B. Appeals of a hearing examiner's final order addressing compliance to this chapter shall be made pursuant to the city's currently adopted appeal procedures for quasi-judicial decision-making.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.280.170 Definitions.

"Active fault" means a fault that is considered likely to undergo renewed movement within a period of concern to humans. Faults are commonly considered to be active if the fault has moved one or more times in the last ten thousand years.

"Adjacent" means immediately adjoining (in contact with the boundary of the influence area) or within a distance less than that needed to separate activities from critical areas to ensure protection of the functions and values of the critical areas. Adjacent shall mean any activity or development located:

- A. On site immediately adjoining a critical area; or
- B. A distance equal to or less than the required critical area buffer width and building setback.

"Alteration" means any human-induced [city option: anthropogenic] change in an existing condition of a critical area or its buffer. Alterations include, but are not limited to grading, filling, dredging, channelizing, clearing (vegetation), applying pesticides, discharging waste, construction, compaction, excavation, modifying for storm water management, relocating, or other activities that change the existing landform, vegetation, hydrology, wildlife, or habitat value, of critical areas.

"Anadromous fish" means fish that spawn in fresh water and mature in the marine environment.

"Applicant" means a person who files an application for a permit under this chapter and who is either the owner of the land on which that proposed activity would be located, a contract purchaser, or the authorized agent of such a person.

"Aquifer recharge area" means an area that, due to the presence of certain soils, geology, and surface water, acts to recharge ground water by percolation.

"Best available science" means current scientific information used in the process to designate, protect, or restore critical areas that is derived from a valid scientific process as defined by WAC 365-195-900 through WAC 365-195-925.

"Best management practices" means conservation practices or systems of practice and management measures that:

- A. Control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxics, and sediment;

-
- B. Minimize adverse impacts to surface water and ground water flow, circulation patterns, and the chemical, physical, and biological characteristics of wetlands;
 - C. Protect trees and vegetation designated to be retained during and following site construction; and
 - D. Provides standards for proper use of chemical herbicides within critical areas.

"Buffer" means the zone contiguous with a critical area that is required for the continued maintenance, function, and structural stability of the critical area.

"Building setback line (BSBL)" means a line beyond which the foundation of a structure shall not extend.

"Channel migration zone (CMZ)" means the lateral extent of likely movement along a stream or river during the next one hundred years as determined by evidence of active stream channel migration movement over the past one hundred years.

"City" means the city of Ridgefield.

"Clearing" means the removal of vegetation by any means and includes cutting or grubbing vegetation.

"Community development director" means the community development director for the city of Ridgefield or his or her designee.

"Compensation project" means actions specifically designed to replace project-induced critical area and buffer losses. Compensation project design elements may include, but are not limited to, land acquisition, planning, construction plans, monitoring, and contingency actions.

"Compensatory mitigation" means types of mitigation used to replace project-induced critical area and buffer losses or impacts.

"Critical aquifer recharge area" (CARA) are those areas with a critical recharging effect on aquifers used for potable water. CARAs have prevailing geologic conditions associated with infiltration rates that create a high potential for contaminants of groundwater resources or contribute significantly to the replenishment of groundwater. See WAC 365-190-030(3).

"Critical areas" include the following areas and ecosystems: (a) Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas. "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company. (RCW 36.70A.030(12)) "Critical facility" means a facility for which even a slight chance of flooding, inundation, or impact from a hazard event might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency installations, and installations that produce, use or store hazardous materials or hazardous waste.

"Developable area" means a site or portion of a site that may be utilized as the location of development, in accordance with the rules of this chapter.

"Erosion" means the process by which soil particles are mobilized and transported by natural agents such as wind, rain, frost action, or stream flow.

"Erosion hazard area" means those areas that because of natural characteristics, including vegetative cover, soil texture, slope gradient, and rainfall patterns, or human-induced changes to such characteristics, are vulnerable to erosion.

"Feasible/feasibility" means to determine the feasibility of avoiding impacts to critical areas or buffers, an applicant should evaluate site characteristic including topography, soil capacity, zoning, density, critical area functions and values and also transportation connectivity and circulation, extension of utilities, city Engineering Standards, construction costs, and market absorption rates.

"Fish and wildlife habitat conservation areas" means areas necessary for maintaining species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created as designated by WAC 365-190-080(5). These areas include:

- A. Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association;
- B. Habitats of local importance, including, but not limited to, areas designated as priority habitat by the department of fish and wildlife;
- C. Naturally occurring ponds under twenty acres and their submerged aquatic beds that provide fish and wildlife habitat;
- D. Waters of the state, including lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface water and watercourses within the jurisdiction of the State of Washington;
- E. Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity;
- F. State natural area preserves and natural resources conservation areas; and
- G. Land essential for preserving connections between habitat blocks and open spaces.
- H. These areas do not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.

"Flood or flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or the unusual and rapid accumulation of runoff or surface waters from any source.

"Floodplain" means any land area susceptible to being inundated by floodwaters from any source.

"Formation" means an assemblage of earth materials grouped together into a unit that is convenient for description or mapping.

"Formation, confining" means the relatively impermeable formation immediately overlaying a confined aquifer.

"Frequently flooded areas" means lands in the floodplain subject to a one percent or greater chance of flooding in any given year. Designation on flood insurance rate maps (FIRM) always includes the letter A.

"Functions and values" means the beneficial roles served by critical areas, including, but not limited to, water quality protection and enhancement, fish and wildlife habitat, food chain support,

flood storage, conveyance and attenuation, ground water recharge and discharge, erosion control, and recreation. This should be divided in to "functions" and also "values."

"Geological hazardous areas" means areas that may not be suited to development consistent with public health, safety or environmental standards, because of their susceptibility to erosion, sliding, earthquake, or other geological events as designated by WAC 365-190-080(4). Types of geologically hazardous areas include erosion, landslide[s], steep slope hazard areas, seismic, volcanic hazards, and mine[s].

"Geotechnical report" means a comprehensive assessment of geological conditions of a particular area where construction or installation of any kind needs to be undertaken.

"Grading" means any excavation, clearing, filling, leveling, or contouring of the ground surface by human or mechanical means.

"Hazard areas" means areas designated as frequently flooded or geologically hazardous areas due to potential for erosion, landslide, seismic activity, mine collapse, or other geologically hazardous conditions, including steep slopes.

"High-intensity land use" means land uses consisting of commercial, urban, industrial, institutional, retail, residential with more than one unit per acre, agricultural (dairies, nurseries, raising and harvesting crops, requiring annual tilling, raising and maintaining animals), high-intensity recreation (golf courses, ball fields), and hobby farms.

"Heavy equipment" means such construction machinery as backhoes, treaded tractor, dump trucks, and front-end loaders.

"Hydraulic project approval (HPA)" means a permit issued by the State of Washington's Department of Fish and Wildlife for modification to waters of the state in accordance with RCW Chapter 75.20.

"Impervious surface area" means any non-vertical surface artificially covered or hardened so as to prevent or impede the percolation of water into the soil mantle including, but not limited to, roof tops swimming pools, paved or graveled roads and walkways or parking areas and excluding landscaping and surface water retention/detention facilities.

"Isolated wetland" means a Non-federally regulated wetland: A wetland that is not jurisdictional under the federal Clean Water Act. Sometimes referred to as "isolated wetlands," these wetlands remain regulated under state and local laws and rules, whether or not they are protected by federal law..

"Lake" means an area permanently inundated by water in excess of two meters deep and greater than twenty acres in size measured at the ordinary high water mark.

"Landslide" means episodic down slope movement of a mass of soil or rock that includes, but is not limited to, rock falls, slumps, mudflows, and earth flows.

"Landslide hazard areas" means areas that are potentially subject to risk of mass movement due to a combination of geologic, topographic, and hydrologic factors.

"Low-intensity land use" means and includes, but is not limited to, forestry, open space (such as passive recreation and natural resources preservation).

"Minor utility project" means the placement of a utility pole, street sign, anchor, vault, or other small component of a utility facility, where the disturbance of an area is less than seventy-five square feet.

"Mitigation" means the process of minimizing or compensating for adverse environmental impact(s) of a proposal on a critical area.

"Monitoring" means the collection of data by various methods for the purpose of understanding natural systems and features, evaluating the impact of development proposals on such systems, and/or assessing the performance of mitigation measures imposed as conditions of development.

"Native vegetation" means plant species that are indigenous to the region.

"Ordinary high water mark" means on all lakes, streams, and tidal waters, the biological vegetation mark that indicates the "ordinary" high water level (WAC 173-22-030(11)).

"Practical alternative" means an alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes, and having less impact to critical areas.

"Priority habitat" means habitat types or elements with unique or significant value to one or more species as classified by the state department of fish and wildlife.

"Qualified professional" means a person with experience and training in the pertinent scientific discipline who is licensed or certified in the State of Washington, and who is a qualified expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, engineering, environmental sciences, fisheries, geomorphology or related field, and two years of related work experience.

- A. A qualified professional for habitats must have a degree in biology or a related environmental science and professional experience related to the subject.
- B. A qualified professional for a geologic hazard must be a professional geotechnical engineer or geologist, licensed in the State of Washington.
- C. A qualified professional for critical aquifer recharge areas must be a licensed Washington State geologist holding a current specialty license in hydrogeology or an engineer currently licensed in the State of Washington who, in the opinion of the community development director or designee, has hydrogeology experience consistent with the intent of WAC 308-15-053(2).
- D. Qualified wetland professional: A person with professional wetland experience that meets the following criteria:
 - 1. Bachelor of Science or Bachelor of Arts or equivalent degree in hydrology, soil science, botany, ecology, resource management, or related field, or four years of full-time work experience as a wetland professional may substitute for a degree, and
 - 2. At least two additional years of full-time work experience as a wetland professional; including delineating wetlands, preparing wetland reports, conducting function assessments, and developing and implementing mitigation plans, and
 - 3. Completion of additional wetland-specific training programs. This could include a more comprehensive program such as the University of Washington Wetland Science and Management Certificate Program or individual workshops on topics such as wetland delineation, function assessment, mitigation design, hydrophytic plant or hydric soil identification.

A person certified as a Professional Wetland Scientist through the Society of Wetland Scientists professional certification program meets the above criteria.

"Reasonable use" means a legal concept articulated by federal and state courts in regulatory taking cases.

"Riparian habitat" means areas adjacent to aquatic systems with flowing water that contains elements of both aquatic and terrestrial ecosystems that mutually influence each other.

"Salmonid" means a member of the fish family Salmonidae. In King County, chinook, coho, chum, sockeye, and pink salmon; cutthroat, brook, brown, rainbow, and steelhead trout; kokanee; and native char (bull trout and Dolly Varden).

"Section 404 permit" means a permit issued by the Army Corp of Engineers for the placement of dredge or fill material waterward of the ordinary high water mark or clearing in waters of the United States, including wetlands, in accordance with 33 United State Code (USC) Section 1344.

"Seismic hazard areas" means area that are subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, or soil liquefaction.

"Species, threatened and endangered" means those native species that are listed in rule by the state department of fish and wildlife pursuant to RCW 77.12.070 as threatened (WAC 232-12-011) or endangered (WAC 232-12-014), or that are listed as threatened and endangered under the federal Endangered Species Act (16 U.S.C. 1533).

"Steep slopes" means those slopes forty percent or steeper within a vertical elevation change of at least ten feet. A slope is defined by establishing its toe and top and is measured by averaging the inclination over at least ten feet of vertical relief.

"Stream" means any portion of a watercourse, either perennial or intermittent, where the surface water flow is sufficient to produce a defined channel or bed. Streams also include natural watercourses modified by humans. Streams do not include irrigation ditches, canals, stormwater run-off facilities, or other entirely artificial watercourses.

"Topping" means the severing of main trunks or stems of vegetation at any place above twenty-five percent of the vegetation height.

"Unavoidable" means adverse impacts that remain after all appropriate and practicable avoidance and minimization have been achieved.

"Understory" means the vegetation layer of a forest that includes shrubs, herbs, grasses, and grass-like plants, but excludes trees.

"Utility" means a service and/or facility that produces, transmits, carries, stores, processes, or disposes of electrical power, gas, potable water, stormwater, communications (including, but not limited to, telephone and cable), sewage, oil and the like.

"Vegetation" means plant life growing below, at, and above the soil surface.

"Vegetation alteration" means any clearing, grading, cutting, topping, limbing, or pruning of vegetation.

"Water resources inventory area (WRIA)" means one of sixty-two watersheds in the state of Washington, each composed of the drainage areas of a stream or streams, as established in Chapter 173-500 WAC as it existed on January 1, 1997.

"Water typing system" means the system used to classify freshwater surface water systems. Current regulations establish "interim" water typing (1-5) until fish habitat water type maps are available for permanent water typing (S, F, Np, Ns) (WAC 222-16-031).

Wellhead protection area (WHPA)" means protective areas associated with public drinking water sources established by water systems and approved or assigned by the state department of health. WAC 365-190-030(23).

"Wetland" means as defined by RCW 36.70 or as here after amended, those areas that are inundated or saturated by ground or surface water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Wetlands do not include those artificial wetlands intentionally created from non-wetland sites, including, but not limited to, swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway.

Wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate conversion of wetlands.

"Wetlands rating system" means wetlands shall be rated according to the Ecology Publication #23-06-009, or as revised and approved by Ecology (Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016)

-- end --

Agenda

Ridgefield City
Council

Critical Areas
Update

July XX, 2026

Critical Areas - Proposed Amendments to RDC 18.280



Central GMA Directions

- Designate and protect critical areas
- No net loss of ecosystem functions and values
- Best available science (BAS) foundation
- Support viable, connected wildlife populations over the long term
- Give special consideration to anadromous fisheries

Basis of Proposed Amendments

- Department of Commerce Critical Area Checklist
- Review of Best Available Science Literature
- Stakeholder Interviews & follow-up
- Review of Comprehensive Plan Policies
- Review of Ridgefield Shoreline Master Program
- Planning Commission Work Sessions and Public Hearing
- Consultation with City Staff: Planning, Engineering, Parks
- City Council Work Session

Record to Date

- BAS Literature Review, Commerce Checklist, Stakeholder interviews
- Planning Commission Work Sessions (January and March)
- Draft – Proposed Amendments to RDC 18.280
- Planning Commission Public Hearing – April 1, 2026
- City Council Work Session - April 30, 2026
- Dept. of Commerce – 60-day comment period – April 13, 2026 – June 13, 2026
- Threshold SEPA DNS (Preliminary DNS) - April 20, 2026 – May 11, 2026
- Final SEPA DNS released June XX, 2026

Comprehensive Plan Policies

RUACP Chapter 6, Environment (2016)

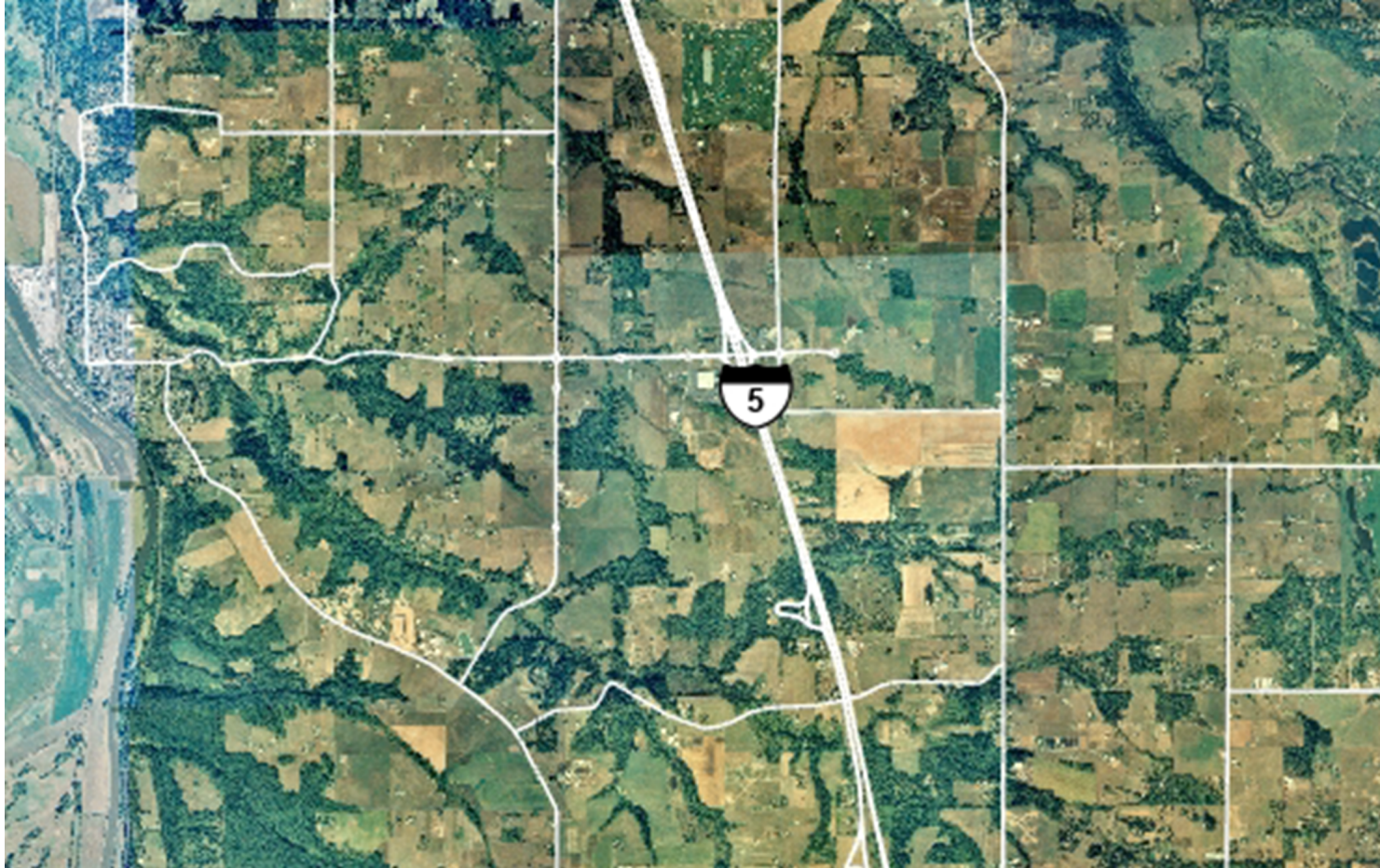
EN-3 Restoration and enhancement - Promote and facilitate ecosystem restoration and enhancement. (Emphasis added.)

EN-5 Habitat - Protect riparian areas, wetlands, and other fish and wildlife habitat. Link fish and wildlife habitat areas to form contiguous networks. Support sustainable fish and wildlife populations. (Emphasis added.)

Envision Ridgfield (2045)

Policy 7.3.3 Identify opportunities to expand habitat protection and improve habitat quality and connectivity through invasive species management and enhancing the resilience of open spaces and habitat areas to natural hazards. (Emphasis added.)

Ridgefield 1994 Aerial



Ridgefield 2024 Aerial



Proposed Changes to RDC 18.280

No Changes

18.280.070 – Density transfer

18.280.100 - Unauthorized critical areas alterations and enforcement

18.280.120 – Frequently flooded areas

18.280.160 – Appeal procedures

Substantive Changes

18.280.110 – Fish and Wildlife Areas (Avoidance, Buffer widths, Local mitigation)

18.280.140 – CARA (Repeal and replace)

18.280.150 – Wetland (Avoidance, Buffer widths, Local mitigation,)

Other Changes

18.280.130 – Geohazards and slopes

18.280.170 – 3rd party review

Major Themes

Avoidance. **Ecology** - An applicant must demonstrate how they attempted to avoid impacts to critical areas before they propose mitigation.

Buffers. **WDFW & Ecology** Adopt new BAS buffers but **(City)** create an option for the property owner to use today's narrower buffer widths if they enhance the buffer.

Mitigation. **City & Stakeholder** – Encourage mitigation on site if that is feasible.

3rd Party Review. **Stakeholder** - Create a mechanism for the city to resolve disputes between an owner/applicant and an agency's interpretation of the city code.

CARA. **Health & City** - Repeal and Replace Critical Area Aquifer Recharge Area section.

Major Theme - Avoidance

Demonstrate avoidance prior to allowing mitigation Ecology & WDFW

- The city strongly encourages avoiding adverse impacts to critical areas and their buffers.
- The degradation of potable groundwater quality is strictly prohibited. (18.280.010.D - Purpose)

During Development Review

- Submittal requirements – Address avoidance in application narrative (18.280.050)
- Approval criteria – Evaluate feasibility of avoidance efforts (18.280.060.A & B)
- Develop strategies for avoiding impacts (18.280.150.C.2.iv.F)
- Mitigation Sequence – Discuss feasibility of avoidance first (18.280.150.C.3.a&b)

Major Theme - Buffers

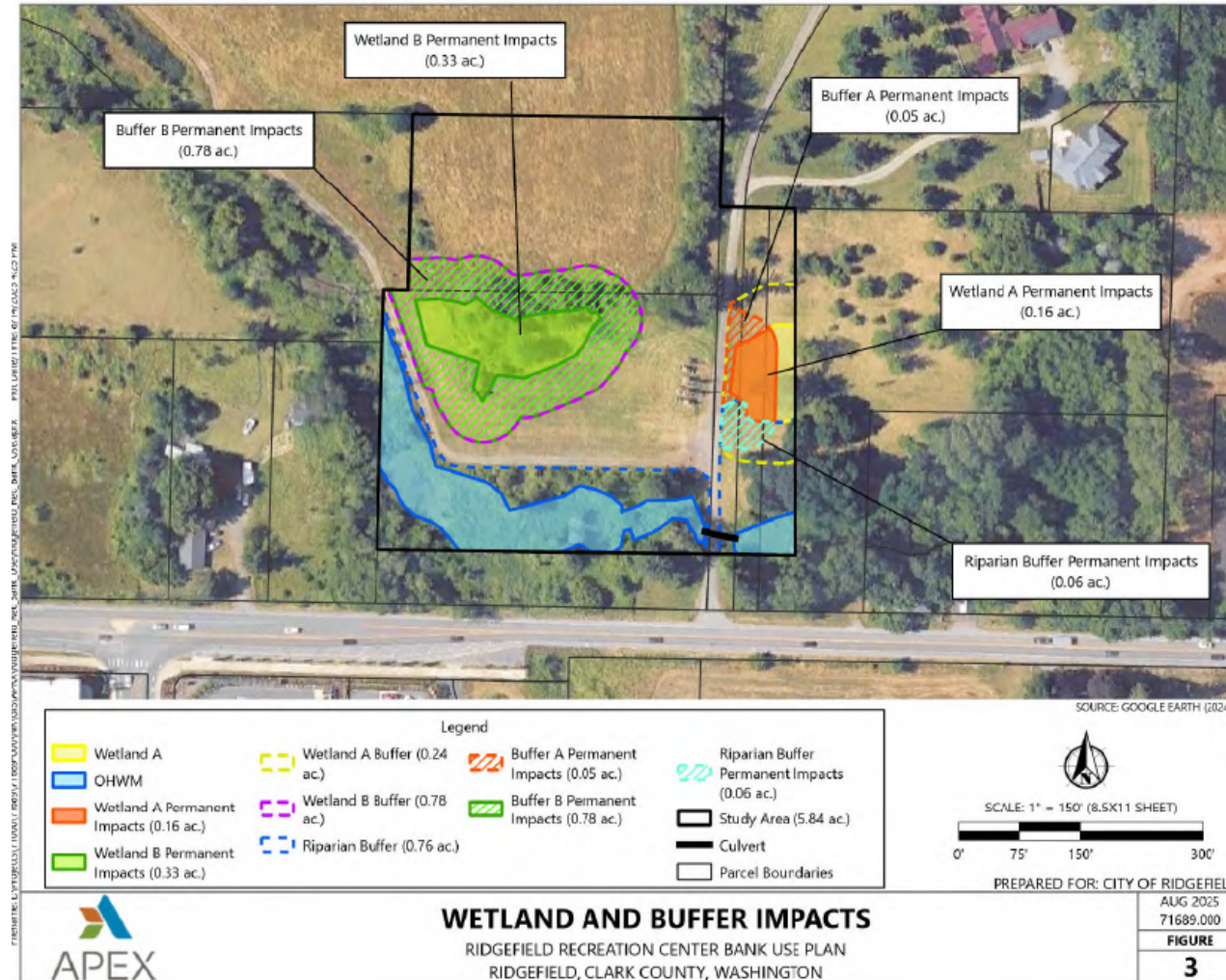
- Avoiding impacts to buffers is a priority – (18.280.010.D, Purpose) **Ecology**
- Add no-net loss of buffer function and values as review element (18.280.060, Approval criteria)
- Fish and wildlife buffers – Adopt SPTH200 buffer (18.280.110.B.1&2) **WDFW**
- But, Smaller riparian buffer are an alternative to SPTH200 IF they are enhanced (18.280.110.D.2.c – e) **City**
- Functionally isolated wetlands – May exclude functionally isolated wetland buffer from permitting (18.280.150.F.2.a.ii(F)) **Ecology**
- **Ecology** strongly disfavors buffer width reduction is disfavored – may allow reduction up to 25% of the width if avoidance is not feasible (18.280.150.F.2.iv)
- **Ecology** strongly disfavors using buffer reduction and buffer averaging in combination
- Strategies for avoiding or reducing impacts to wetlands and buffers (Table 18.280.150-7)

Major Theme - Mitigation

- If the city permits impacts to critical areas the city encourages (but does not require) mitigation to occur on the project site. (18.280.010.E, Purpose) **City** (Ecology & WDFW do not object to this approach)
- 18.280.030.B.22, Exemptions - Functionally isolated wetlands & buffers from mitigation standards **Ecology**
- 18.280.050,E, Submittal requirements -- Mitigation plans are not required for impacts to drinking water sources because impacts are not allowed **Health**
- Demonstrate whether some on-site mitigation is possible then follow mitigation sequencing protocol. (18.280.150.C.4) **City**
- New mitigation ratios (Table 18.280.150-8) **Ecology**

Mitigation Bank Credits – Option A

Recreation and Community Center



Legend

- Project Area
- East Fork Lewis Mitigation Bank
- WRIA 27

SCALE: 1" = 50,000' (8.5X11 SHEET)

0' 25,000' 50,000' 100,000'

IMPACT SITE & MITIGATION BANK LOCATION

RIDGEFIELD RECREATION CENTER BANK USE PLAN

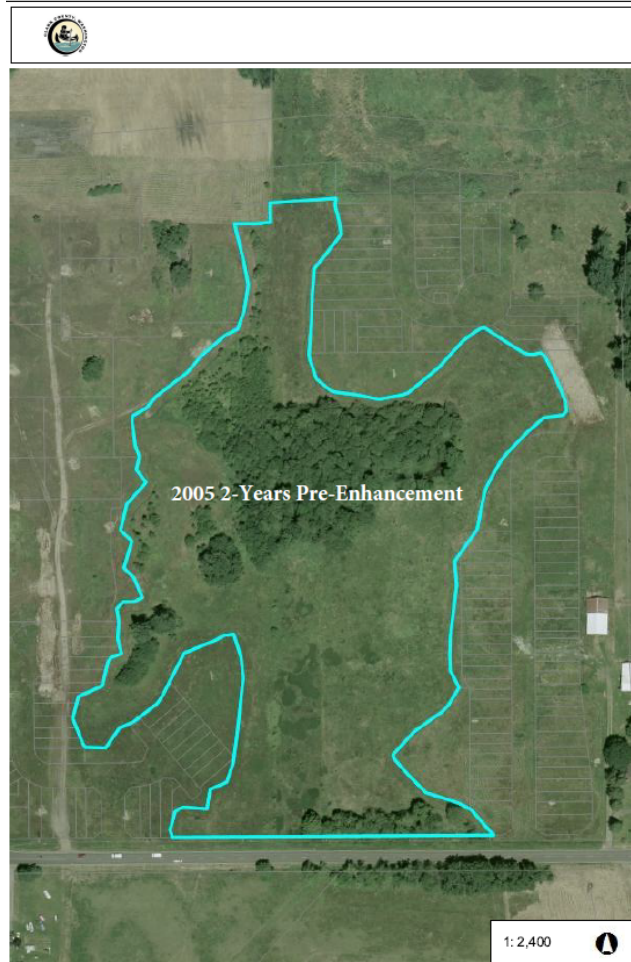
RIDGEFIELD, CLARK COUNTY, WASHINGTON

FIGURE 4

PREPARED FOR: CITY OF RIDGEFIELD

AUG 2025
71689.000

Mitigation – On-Site Enhancement Option B



Major Theme - 3rd Party Review

Critical area reports (18.280.050.D.2) **City & Stakeholder**

When the community development director or designee determines that 3rd party independent review of one or more critical area reports is necessary to implement the purpose and requirements of this chapter, the city may hire a professional consultant, qualified in the subject matter at issue, whose fee shall be paid by the applicant, to review and comment on the applicant's critical area report. The community development director, after review of all reports, may thereafter adopt findings to resolve the dispute.

(The city would internally establish a cap on the maximum fee for the 3rd party consultant.)

Major Theme - CARA

Repeal and replace the section. (18.280.140) **Health & City**

The two driving forces behind a repeal and re-write of the CARA section are:

- (1) Protect the city's public drinking water sources, and
- (2) Clarify and streamline the CARA review process within the city.

The new section will:

- Designate the entire city limits as a CARA II [the least restrictive CARA] because the entire city limits are within the Troutdale Sole Source Aquifer;
- Exempt many uses, including residential use [not mixed use] from CARA review;
- Establish CARA I protection around wellheads and one-year time of travel zones for groundwater movement;
- Limit uses that could degrade public drinking water within the one-year zone;
- Establish the requirements for a criteria for CARA critical area report.
- The last section updates reference to the WAC and RCW provisions relating to clean water.

Lesser Changes - Themes

18.100.110 – Definitions – Agencies & City

Avoidance

Enhancement

Wellhead protection area

Qualified professional

Procedures

Demonstrate avoidance as a first effort

Assess feasibility of some on-site mitigation

Impacts to drinking water are not allowed and cannot be mitigated

Next Steps

- City Council 1st reading
- City Council 2nd reading and adoption
- Send final report and ordinance to the Department of Commerce

Q & A