



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, June 14, 2018
Ridgefield Community Center
210 N. Main, 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. PUBLIC COMMENT

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

III. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from May 24, 2018 Meeting**

IV. PRESENTATION

- 1. Salary Commission Update - David Kelly, Chairman**

V. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance No. 1264 – Ridgefield Municipal Code 9.04.030, Fireworks - Lee Knottnerus, Deputy City Manager**

VI. BUSINESS

- 1. Motion - Approval of Clark County Fire and Rescue Interlocal Agreement - Jeff Niten, Community Development Director**
- 2. Motion - Approval of Long Term Use of Parks Agreement - Steve Stuart, City Manager**

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

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

- 1. Council**
- 2. Mayor**
Proclamation - Elder Abuse Awareness Month
- 3. City Manager**

- IX. EXECUTIVE SESSION - CITY MANAGER PERFORMANCE EVALUATION PURSUANT TO RCW 42.30.110(1)(G)
- X. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 14, 2018
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

RECOMMENDED ACTION OR MOTION:

Staff recommends Council 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: June 14 2018 Claims Report (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: June 14, 2018

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ACCELA INC.	2779	INV-ACC40287	Public Works	Customer Web Payment	993.00
ACCELA INC. Total					993.00
AMERICAN MEDICAL RESPONSE NORTHWEST INC	2842	5482794	Public Safety	Blood Draws	100.00
AMERICAN MEDICAL RESPONSE NORTHWEST INC Total					100.00
ARAMARK UNIFORM SERVICES	32	863453665	Genl Govt/Facilities	Floor Mats - City Hall/PW/CDD/PD	7.09
			Public Safety	Floor Mats - City Hall/PW/CDD/PD	4.47
			Public Works	Floor Mats - City Hall/PW/CDD/PD	3.91
			Community Development	Floor Mats - City Hall/PW/CDD/PD	3.92
		863453666	Genl Govt/Facilities	PW Floor mats and Uniforms	2.10
			Public Works	PW Floor mats and Uniforms	47.70
			Community Development	PW Floor mats and Uniforms	0.70
			863463953	Genl Govt/Facilities	Floor Mats City Hall/PW/CDD/PD
		Public Safety		Floor Mats City Hall/PW/CDD/PD	4.47
		Public Works		Floor Mats City Hall/PW/CDD/PD	3.91
		Community Development		Floor Mats City Hall/PW/CDD/PD	3.92
		863463954	Genl Govt/Facilities	PW Floor mats and Uniforms	2.10
			Public Works	PW Floor mats and Uniforms	47.70
			Community Development	PW Floor mats and Uniforms	0.70
			863474163	Genl Govt/Facilities	Uniforms and Floor Mats PW
		Public Works		Uniforms and Floor Mats PW	47.70
		Community Development		Uniforms and Floor Mats PW	0.70
		863474162		Genl Govt/Facilities	City Hall PW/CDD/PD Floor Mats
			Public Safety	City Hall PW/CDD/PD Floor Mats	4.47
			Public Works	City Hall PW/CDD/PD Floor Mats	3.91
			Community Development	City Hall PW/CDD/PD Floor Mats	3.92
ARAMARK UNIFORM SERVICES Total					209.67
ASSOCIATED CONSULTANTS INC.	1030	18-131-02	Public Works	RORC Plan Review Community Building	1,062.50
		18-156-01	Community Development	Ridgefield High School Expansion Plan Review	3,102.50
		17-128-05	Community Development	Flowserve Industrial Building Plan Review	425.00
		18-152-01	Community Development	Trimaco Development - Building A Plan Review	2,805.00
		18-153-01	Community Development	Bed Tech BTS - Building B Plan Review	2,890.00
		17-152-07	Community Development	Ridgefield Intermediate School Plan Review	722.50
		18-171-01	Community Development	Vancouver Clinic Plan Review	1,955.00
ASSOCIATED CONSULTANTS INC. Total					12,962.50
B AND L PAPER COMPANY	2165	26108	Genl Govt/Facilities	Hand Towels and Toilet Tissue City Hall	111.11
B AND L PAPER COMPANY Total					111.11
BLUMENTHAL UNIFORMS AND EQUIPMENT	54	9853031	Public Safety	Brass Nameplate	9.76
BLUMENTHAL UNIFORMS AND EQUIPMENT Total					9.76
BOB'S PAINTLAND	59	11745A	Public Works	Street Striping	54.09

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BOB'S PAINTLAND Total					54.09
BRENDA HOWELL	2875	2875-201806	Genl Govt/Facilities	WCIA Training Mileage Reimbursement	5.34
			Public Works	WCIA Training Mileage Reimbursement	53.41
			Community Development	WCIA Training Mileage Reimbursement	48.07
BRENDA HOWELL Total					106.82
CFM STRATEGIC COMMUNICATIONS INC.	2551	24559	Genl Govt/Facilities	Professional Communication Services	4,530.00
CFM STRATEGIC COMMUNICATIONS INC. Total					4,530.00
CITY OF BATTLE GROUND	92	992	Judicial	APR2018 Court Costs	9,330.85
		994	Judicial	Court Costs - Public Defender and Video Arraign	330.00
CITY OF BATTLE GROUND Total					9,660.85
CITY OF RIDGEFIELD	95	COM-18-0043	Public Works	Building Permit Fee RORC	1,977.90
CITY OF RIDGEFIELD Total					1,977.90
CLARK COUNTY	102	730014834	Community Development	Fire Inspections	500.00
		220005065	Judicial	APR 2018 Supervision and Pretrials	163.89
		240005635	Public Works	Lab Analysis and Biosolid Disposal	7,404.39
		110016447	Public Safety	True Up for Jail Beds 2016-17	15,882.67
		140006950	Public Works	Upper Daybreak EF-20	448.00
		170010810	Public Safety	APR 2018 Range Rental	70.00
		210001702	Genl Govt/Facilities	1st Qtr Excess Liquor Profit and Excise Taxes	468.13
CLARK COUNTY Total					24,937.08
CLARK COUNTY TITLE	1603	CL10421	Public Works	RORC Community Building	569.10
		CL10413	Public Works	RORC Community Building Title Work	2,255.09
CLARK COUNTY TITLE Total					2,824.19
CLARK PUBLIC UTILITIES	110	0110-7206-580-8-201806	Public Works	301 N 3rd Ave	84.31
			Community Development	301 N 3rd Ave	66.25
		0110-7206-555-0-201806	Public Works	109 W Division St - Electricity	186.48
		0110-7206-644-2-201806	Public Works	City Park/Water Well	2,508.21
		0110-7206-717-6-201806	Public Works	109 W Division St - Electricity	2,378.93
		0110-7206-643-4-201806	Public Works	400 N Abrams Park Rd	1,073.88
		0110-7455-992-3	Public Works	Street Light Replacement	3,028.02
		0110-7206-605-3-201806	Public Works	N 1st Cir & N 65th Ave - Park & Ride	87.87
		0110-7206-456-1-201806	Public Safety	116 N Main Avenue	149.01
		0110-552-7-0618	Public Works	214 S Riverview Dr	37.93
		0110-7206-648-3-201806	Public Works	Municipal Lighting Lease	7,634.71
		0110-7206-694-7-201806	Public Works	255 S 56th Pl - Electricity	972.39
		(blank)	Genl Govt/Facilities	230 Pioneer Ave	140.77
		0110-7206-645-9-201806	Public Works	N Abrams Park/E Division	284.42
CLARK PUBLIC UTILITIES Total					18,633.18
COLF CONSTRUCTION LLC	2984	2984-2018-2	Genl Govt/Facilities	RORC Project and Community Bldg Const	(72,561.28)
			Public Works	RORC Project and Community Bldg Const	1,573,128.53
COLF CONSTRUCTION LLC Total					1,500,567.25
COLUMBIAN PUBLISHING	116	0116-201806	Genl Govt/Facilities	City Hall 6 Month Subscription	261.00
COLUMBIAN PUBLISHING Total					261.00

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COMCAST	2271	2271-201805-301	Genl Govt/Facilities	PW/CDD Fax Line	1.85
			Public Works	PW/CDD Fax Line	29.84
			Community Development	PW/CDD Fax Line	33.76
COMCAST Total					65.45
COMDATA NETWORK INC.	1101	20294590	Genl Govt/Facilities	Fuel PW/CDD XN173	53.32
			Public Works	Fuel PW/CDD XN173	964.41
			Community Development	Fuel PW/CDD XN173	293.46
		20293850	Genl Govt/Facilities	Fuel CDD/PW XN173	70.27
			Public Works	Fuel CDD/PW XN173	1,271.06
			Community Development	Fuel CDD/PW XN173	161.33
		20294597	Public Safety	Fuel PD XN795	1,084.40
		20293849	Public Safety	Fuel PD XN795	943.79
COMDATA NETWORK INC. Total					4,842.04
COMPULINK MANAGEMENT CENTER INC.	2648	144413	Genl Govt/Facilities	Professional Electronic Document Mngmt Svcs	(292.15)
			Information Technology	Professional Electronic Document Mngmt Svcs	3,770.15
COMPULINK MANAGEMENT CENTER INC. Total					3,478.00
CRESCENT ELECTRIC SUPPLY COMPANY	1542	S504948936.002	Public Works	Overlook Park Lighting	523.57
CRESCENT ELECTRIC SUPPLY COMPANY Total					523.57
CROSSMATCH	2452	11637	Public Safety	Biometrics Maint Program	914.90
CROSSMATCH Total					914.90
DENISE GERVAIS	2997	2997-2015	Genl Govt/Facilities	Abrams Park Refundable Deposit	100.00
DENISE GERVAIS Total					100.00
DEPARTMENT OF LICENSING	154	RG0000261-2018	Genl Govt/Facilities	CPL Renew - Maruhn	18.00
		RG0000262-2018	Genl Govt/Facilities	CPL Original - Pero	18.00
		RG0000258-2018	Genl Govt/Facilities	CPL Renewal - Walker	18.00
		RG0000257-2018	Genl Govt/Facilities	CPL Original - Douglas	18.00
		RG0000259-2018	Genl Govt/Facilities	CPL Original - Vaughan	18.00
		RG0000260-2018	Genl Govt/Facilities	CPL Renewal W/Penalty Fee - Lowrey	21.00
DEPARTMENT OF LICENSING Total					111.00
DICK'S TIRE FACTORY	158	D93864	Genl Govt/Facilities	Old Backhoe Maint	1.99
			Public Works	Old Backhoe Maint	30.04
			Community Development	Old Backhoe Maint	1.52
		D93762	Public Safety	Vehicle Maint	37.71
		D94462	Public Works	Parks Tractor Tire Repair	17.50
		D94229	Public Safety	PD Vehicle Maint 2015 Explorer	37.71
DICK'S TIRE FACTORY Total					126.47
DJ'S ELECTRICAL INC	2920	18.0652	Genl Govt/Facilities	Retainage Payable	(5,281.40)
			#N/A	LED Street Light Conversion Project	105,628.00
DJ'S ELECTRICAL INC Total					100,346.60
DKS ASSOCIATES	1565	68551	Community Development	Ridgefield On-Call Review Svcs	7,037.50
DKS ASSOCIATES Total					7,037.50
DZ AND FAMILY	1497	14722	Public Works	Static Mixer Warranty Replacement	873.99
DZ AND FAMILY Total					873.99

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E2 LAND USE PLANNING SERVICES LLC	485	INV#0485-201806	Community Development	Planning Consulting Services APR 2018	9,310.00
E2 LAND USE PLANNING SERVICES LLC Total					9,310.00
EFFICIENT COMMUNICATION SOLUTIONS	2126	24047	Community Development	Office and Telephone Setup for two CDD Positions	981.83
EFFICIENT COMMUNICATION SOLUTIONS Total					981.83
EWING VANCOUVER	2374	5455482	Public Works	Park Equipment Maint	101.78
EWING VANCOUVER Total					101.78
FCS GROUP	958	2825-21805104	Finance	Indirect Cost Plan Update	2,662.50
FCS GROUP Total					2,662.50
FERGUSON ENTERPRISES INC # 8423	181	657654	Public Works	Water Meters	9,255.97
FERGUSON ENTERPRISES INC # 8423 Total					9,255.97
FRIX TECHNOLOGIES	2824	18051603	Community Development	Community Development Scanning	22,919.20
		18053101	Community Development	Community Development Scanning	14,914.54
FRIX TECHNOLOGIES Total					37,833.74
GISI MARKETING GROUP	2811	149160	Genl Govt/Facilities	Birdfest Buttons	509.48
		149252	Genl Govt/Facilities	Red White and Blue Festival Postcards	372.90
		149124	Genl Govt/Facilities	Farm to Table Handbills	323.03
GISI MARKETING GROUP Total					1,205.41
GOHMAN MECHANICAL INC.	3002	MEC-18-0052	Genl Govt/Facilities	Refund for Overpayment on Mechanical Permit	11.50
GOHMAN MECHANICAL INC. Total					11.50
GRAINGER	206	9798436078	Public Works	WWTP Supplies	239.28
		856619713	Public Works	WWTP Control Light	108.79
GRAINGER Total					348.07
HARRY'S LAWN AND POWER EQUIPMENT	214	140708	Public Works	Equipment Maint	304.48
		141447	Public Works	Equipment Maint	108.95
HARRY'S LAWN AND POWER EQUIPMENT Total					413.43
HOME DEPOT CREDIT CARD SERVICES	1805	8050627	Public Works	Parks Supplies	170.63
HOME DEPOT CREDIT CARD SERVICES Total					170.63
HONEY BUCKETS	223	550668564	Genl Govt/Facilities	Big Paddle Port-a-potty	155.00
		550662135	Public Works	Davis Park Port a Potty	298.00
HONEY BUCKETS Total					453.00
INKHEAD INC	2992	439855	Genl Govt/Facilities	Big Paddle Supplies	1,230.04
INKHEAD INC Total					1,230.04
INTERMEDIA.NET INC	2187	1806180457	Information Technology	Voice Service Charges May 2018	83.86
INTERMEDIA.NET INC Total					83.86
J2 BLUE PRINT SUPPLY	243	AR48892	Genl Govt/Facilities	Big Paddle Promo Supplies	10.84
		AR48843	Genl Govt/Facilities	Big Paddle Promo Supplies	86.72
J2 BLUE PRINT SUPPLY Total					97.56
JESSICA KIPP	2099	2099-201806	Genl Govt/Facilities	Employee Mileage Reimbursement	68.70
			Human Resources	Employee Mileage Reimbursement	22.81
JESSICA KIPP Total					91.51
JOE TURNER P.C.	1437	781	Community Development	Public Hearing Examiner	3,311.64
		747	Community Development	Public Hearing Examiner	2,453.27
JOE TURNER P.C. Total					5,764.91

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KENT D BRUCE COMPANY LLC	3004	3626	Public Safety	2014 Ford Interceptor Utility	20,541.80
KENT D BRUCE COMPANY LLC Total					20,541.80
LAKESIDE INDUSTRIES	264	49618	Public Works	Orchards Asphalt	644.44
LAKESIDE INDUSTRIES Total					644.44
LARCH CORRECTIONS CENTER	2088	LCC1804.604	Public Works	Parks/Storm Cleanup	817.10
LARCH CORRECTIONS CENTER Total					817.10
LEE KNOTTNERUS	1765	1765-201806	Genl Govt/Facilities	Employee Reimbursement License Fee for Big Paddle	60.00
LEE KNOTTNERUS Total					60.00
LSW ARCHITECTS	2407	BLD-18-0103	Genl Govt/Facilities	Refund for BLD-18-0103	100.00
LSW ARCHITECTS Total					100.00
LYNCH JANITORIAL AND CLEANING LLC	2197	182144	Genl Govt/Facilities	Janitorial Services May 2018	202.66
			Public Safety	Janitorial Services May 2018	159.92
			Public Works	Janitorial Services May 2018	113.99
			Community Development	Janitorial Services May 2018	163.10
LYNCH JANITORIAL AND CLEANING LLC Total					639.67
MAACO	2999	41378	Public Safety	2012 Ford Vehicle Paint Work PD	1,100.10
MAACO Total					1,100.10
MARIUS L MALATTIA	1817	109	Community Development	Design Review RORC/VanClnC/RSD/UNFI/Bedtech	2,887.50
MARIUS L MALATTIA Total					2,887.50
MARK O BROWN	567	2018-05	Genl Govt/Facilities	May 2018 Lobbyist	1,500.00
MARK O BROWN Total					1,500.00
MARRIA SNELL	3005	3005-2018	Genl Govt/Facilities	Park Refundable Deposit Less Ten Dollars - Xtra Hr	40.00
MARRIA SNELL Total					40.00
MATHER & SONS PUMP SERVICE INC.	2907	12333	Public Works	Well Number Eight Maint	6,937.60
MATHER & SONS PUMP SERVICE INC. Total					6,937.60
MINUTEMAN PRESS	1432	81730	Finance	Notary Stamp McGavran	40.38
MINUTEMAN PRESS Total					40.38
MOTION & FLOW CONTROL PRODUCTS INC.	2983	6940554	Public Works	Fire Hose Hydr Gate Valve	231.93
MOTION & FLOW CONTROL PRODUCTS INC. Total					231.93
MR. SPRINKLER INC.	1097	14272	Public Works	Backflow Testing	690.00
MR. SPRINKLER INC. Total					690.00
MUNICIPAL CODE CORP.	1185	309398	Genl Govt/Facilities	Codification	1,019.92
MUNICIPAL CODE CORP. Total					1,019.92
MUNICIPAL EMERGENCY SERVICES INC	2235	IN1231333	Public Safety	Vest and Vest Cover Officer Ferriss	1,871.53
MUNICIPAL EMERGENCY SERVICES INC Total					1,871.53
MUSCO LIGHTING	2988	309419	Public Works	RORC Lighting	160,204.36
		309445	Public Works	RORC Lighting	40,556.12
MUSCO LIGHTING Total					200,760.48
NAPA AUTO PARTS	498	53912	Genl Govt/Facilities	F550 Bucket Truck Maint	2.43
			Public Works	F550 Bucket Truck Maint	36.76
			Community Development	F550 Bucket Truck Maint	1.86
			Genl Govt/Facilities	Equipment Maint	6.94
		53919	Public Works	Equipment Maint	104.86

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NAPA AUTO PARTS	498	53919	Community Development	Equipment Maint	5.29
		55017	Public Safety	Headlight Bulb 2013 Taurus	41.89
		52512	Public Works	Parks Equipment Maint	33.57
NAPA AUTO PARTS Total					233.60
NORTHSTAR CHEMICAL INC.	1019	124181	Public Works	Resin Compound	1,741.45
		123453	Public Works	Sodium Hypochlorite	1,666.16
		124173	Public Works	Sodium Hydroxide	3,250.76
NORTHSTAR CHEMICAL INC. Total					6,658.37
NORTHWEST NATURAL GAS	315	0315-8578-7-201806	Public Works	PW Shop - Natural Gas	25.42
		0315-8817-9-201806	Genl Govt/Facilities	City Hall - Natural Gas	28.53
		0315-1000591-6-201806	Public Safety	Police Department - Natural Gas	16.83
NORTHWEST NATURAL GAS Total					70.78
OFFICIAL PAYMENTS CORPORATION	1701	INVINT57787	Public Works	Epay Fees	1.95
OFFICIAL PAYMENTS CORPORATION Total					1.95
ONE CALL CONCEPTS	326	8059090	Public Works	Excavation Notices and Modem Ticket Delivery	198.00
ONE CALL CONCEPTS Total					198.00
ON-HOLD CONCEPTS INC	2217	457158	Information Technology	Professional On-Hold Music Service	24.95
ON-HOLD CONCEPTS INC Total					24.95
OTAK INC.	1787	51800442	Public Works	RORC Phase 2 & Hillhurst Rd Improvements	39,055.79
		51800034	Public Works	RORC Construction	4,311.72
OTAK INC. Total					43,367.51
PACIFIC OFFICE AUTOMATION	1564	59244872	Genl Govt/Facilities	Copier Lease City Hall/PW	776.17
			Public Works	Copier Lease City Hall/PW	49.58
			Community Development	Copier Lease City Hall/PW	1.71
		59244469	Public Works	City Hall Copier Lease	173.45
			Community Development	City Hall Copier Lease	173.45
PACIFIC OFFICE AUTOMATION Total					1,174.36
PACIFICA LAW GROUP	2911	2911-201806	Public Works	Legal Services Rendered	20,000.00
PACIFICA LAW GROUP Total					20,000.00
PATRICK HILDRETH BRAND AND DESIGN	2372	1121	Genl Govt/Facilities	Prof Design and Web Maint	700.00
			Information Technology	Prof Design and Web Maint	600.00
PATRICK HILDRETH BRAND AND DESIGN Total					1,300.00
PBS ENGINEERING AND ENVIRONMENTAL	342	HDJ4083.002-27	Public Works	35th and Pioneer Roundabout Construction Management	17,889.52
		0071069.000-9	Public Works	S 45th Ave./Royle Rd. Improvements	28,490.17
		0071272.000-1	Community Development	Developer Plan Review	4,192.50
PBS ENGINEERING AND ENVIRONMENTAL Total					50,572.19
PFM FINANCIAL ADVISORS LLC	2910	502551	Public Works	Financial Advisory Services	27,515.79
PFM FINANCIAL ADVISORS LLC Total					27,515.79
PIONEER PEST MANAGEMENT	2040	268679	Community Development	Pest Control Quarterly Service	107.32
PIONEER PEST MANAGEMENT Total					107.32
PITNEY BOWES	341	3306251866	Genl Govt/Facilities	Postage Machine Lease City Hall	405.12
PITNEY BOWES Total					405.12
PURCHASE POWER	356	0356-201806	Genl Govt/Facilities	Postage	1,005.00

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PURCHASE POWER Total					1,005.00
REFLECTOR	369	104029	Community Development	Neighborhood Meeting for Kemper Grove PUD Subdiv	83.16
		103917	Community Development	Weber Pioneer Neighborhood Mtg Notice	71.34
		103974	Genl Govt/Facilities	Fireworks Code Amendment Notice	55.15
REFLECTOR Total					209.65
RIDGEFIELD COMMUNITY CENTER	373	0373-201806-2	Genl Govt/Facilities	Community Center Rental May 2018	637.50
			Community Development	Community Center Rental May 2018	212.50
		0373-201806	Genl Govt/Facilities	Community Center Rental	825.00
			Community Development	Community Center Rental	275.00
RIDGEFIELD COMMUNITY CENTER Total					1,950.00
RIDGEFIELD HARDWARE	376	0376-201806	Genl Govt/Facilities	May 2018 Operational Supplies	41.53
			Public Works	May 2018 Operational Supplies	1,090.71
			Community Development	May 2018 Operational Supplies	13.22
RIDGEFIELD HARDWARE Total					1,145.46
RIDGEFIELD HQ LLC	2998	COM-17-0034-2	Genl Govt/Facilities	Meter Fee Reimbursement	11,186.00
RIDGEFIELD HQ LLC Total					11,186.00
RIDGEFIELD SCHOOL DISTRICT	378	1001700073	Public Works	RORC Engineering Const Mngmt	263,906.36
RIDGEFIELD SCHOOL DISTRICT Total					263,906.36
RMT EQUIPMENT	1835	4286.02	Public Works	Mower Maint/Repair	169.99
RMT EQUIPMENT Total					169.99
SAN DIEGO POLICE EQUIPMENT CO.	1067	632839	Public Safety	Ammunition	960.38
SAN DIEGO POLICE EQUIPMENT CO. Total					960.38
SANDRA HOOTS	2163	2163-201806	Public Safety	Mileage Reimbursement - Hoots	18.42
SANDRA HOOTS Total					18.42
SANDY'S SIGN AND DESIGN	556	330-18	Public Works	Downtown Business Signs	260.16
SANDY'S SIGN AND DESIGN Total					260.16
SITEONE LANDSCAPE SUPPLY LLC	2951	85965729	Public Works	Park operational weed/brush supplies	662.32
		85967956	Public Works	Parks weed/brush maint supplies	(73.91)
		84687265	Public Works	Credit for overpayment on storm supplies	(15.58)
SITEONE LANDSCAPE SUPPLY LLC Total					572.83
SMARSH	2550	INV00376690	Information Technology	Email & Social Media Archiving May 2018	216.20
SMARSH Total					216.20
STAPLES CONTRACT & COMMERCIAL INC	2884	8050089755	Genl Govt/Facilities	Office and Operational Supplies	360.16
			Public Safety	Office and Operational Supplies	70.60
			Community Development	Office and Operational Supplies	252.69
STAPLES CONTRACT & COMMERCIAL INC Total					683.45
STATE AUDITOR'S OFFICE	524	L125185	Finance	CAFR Federal Financial Audit Services	35,349.73
STATE AUDITOR'S OFFICE Total					35,349.73
STEVE STUART	2075	2075-201806	Executive	Mileage Reimbursement - Stuart	107.37
STEVE STUART Total					107.37
TAPANI INC	420	16719	Genl Govt/Facilities	Retainage Payable	(13,046.69)
			Public Works	NW Hillhurst Road Frontage	253,613.77
				NW Hillhurst Road Traffic Signal	7,320.00

Attachment: June 14 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: June 14, 2018

TAPANI INC Total					247,887.08
THE PARR COMPANY	964	26409809	Genl Govt/Facilities	Big Paddle Supplies	140.78
		26409908	Genl Govt/Facilities	Big Paddle Supplies	447.57
		26408296	Public Works	Street Sign Placement	10.37
THE PARR COMPANY Total					598.72
TLC TOWING	431	C2176	Public Safety	Evidence Tow - 2017 Hyundai Accent	81.30
TLC TOWING Total					81.30
TRAFFIC SAFETY SUPPLY	432	INV001442	Genl Govt/Facilities	Street Signs	(112.88)
			Public Works	Street Signs	1,456.67
TRAFFIC SAFETY SUPPLY Total					1,343.79
TRIBECA TRANSPORT LLC	747	COR-1808	Public Works	Sludge Hauling	1,525.00
		COR-1807	Public Works	Sludge Hauling	2,135.00
TRIBECA TRANSPORT LLC Total					3,660.00
VERIZON WIRELESS	452	9808088786	Genl Govt/Facilities	Wireless Communication and Ipads	94.01
			Public Safety	Wireless Communication and Ipads	968.53
			Public Works	Wireless Communication and Ipads	851.89
			Community Development	Wireless Communication and Ipads	260.06
			Finance	Wireless Communication and Ipads	35.68
			Administration	Wireless Communication and Ipads	35.68
			Council	Wireless Communication and Ipads	280.07
			Executive	Wireless Communication and Ipads	35.68
VERIZON WIRELESS Total					2,561.60
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS	459	INV028325	Public Safety	Conference Registration - Brooks	300.00
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS Total					300.00
WA STATE DEPARTMENT OF TRANSPORTATION	688	RE44JD14560L012	Public Works	Vactor Work as Requested	650.87
		RE44JD15670L022	Public Works	SR501 At N 35th Ave Review and Inspection	1,625.47
		RE44JD1385BL014	Public Works	Snow and Ice Removal	2,168.40
WA STATE DEPARTMENT OF TRANSPORTATION Total					4,444.74
WASHINGTON STATE CRIMINAL JUSTICE	462	201130263	Public Safety	Patrol Rifle Instructor Training - Pettit	500.00
WASHINGTON STATE CRIMINAL JUSTICE Total					500.00
WASHINGTON STATE PATROL	463	I18008124	Genl Govt/Facilities	Background Checks CPL	60.00
WASHINGTON STATE PATROL Total					60.00
YOURMEMBERSHIP.COM INC	3003	R34987047	Community Development	Plans Examiner Position Posting	150.00
YOURMEMBERSHIP.COM INC Total					150.00
Grand Total					2,737,214.28

Attachment: June 14 2018 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 14, 2018
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Minutes from May 24, 2018 Meeting

AGENDA ITEM TITLE:

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

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

Not applicable

RECOMMENDED ACTION OR MOTION:

Staff recommends Council approve the minutes by making the following motion:

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 05-24-2018 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
May 24, 2018

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM - [6:30 PM](#)

1. Flag Salute

ROLL CALL

Attendee Name	Title	Status	Arrived
Ron Onslow	Councilor	Present	
David Taylor	Councilor	Present	
Lee Wells	Councilor	Late	7:02 PM
Don Stose	Mayor	Present	
Darren Wertz	Councilor	Present	
John Main	Councilor	Present	
Sandra Day	Councilor	Absent	

MOTION: Council Member Ron Onslow moved to excuse Council Member Sandra Day from the meeting.

Second: Council Member Darren Wertz

Vote - Yes: Council Member Onslow, Wertz, Main, Taylor and Mayor Stose.

Vote - No: None.

Passed.

Council Member Lee Wells will be arriving late.

LATE CHANGES TO THE AGENDA

None

PUBLIC COMMENT - [7:31 PM](#)

Patricia Thompson - Resident

Shout out to City Council, John Main and Jeff Niten for all the time and effort spent working on the Arts District.

Attachment: 05-24-2018 (Approval of Minutes)

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED

RESULT:	ADOPTED [5 TO 0]
MOVER:	Ron Onslow, Councilor
SECONDER:	David Taylor, Councilor
AYES:	Onslow, Taylor, Stose, Wertz, Main
ABSENT:	Day
AWAY:	Wells

1. Approval of Claims And/Or Payroll
2. Approval of Minutes from May 10, 2018 Meeting

PRESENTATION - [6:32 PM](#)**Commission On Aging Annual Update - [6:32 AM](#)**

Commission on Aging Annual Update presented by Temple Lentz.

2. First Quarter 2018 Financial Report - [6:45 PM](#)

Finance Director Kirk Johnson presented First Quarter financial report.

BUSINESS - [7:07 PM](#)**1. Second Reading of Ordinance No. 1262 - Port of Ridgefield Franchise Agreement - Bryan Kast, Public Works Director**

For the past several years the Port of Ridgefield has been working on developing a 42 mile dark fiber network throughout the City and northern Clark County. The project is based on a successful dark fiber network that was implemented by the Port of Whitman County, and will allow Ridgefield to attract business that require access to high speed, reliable internet service. In March of this year the Governor signed a bill enabling all Ports throughout Washington to build and lease telecommunications infrastructure, allowing the Port of Ridgefield to proceed with their project. As much of the planed network will be located in City Right-of-Way a franchise agreement between the Port and the City is necessary to allow the cable to be placed and identify responsibilities and processes for maintenance and relocation. Staff and the City Attorney have worked with the Port to clarify if the Port will be considered a telecom provider and have found that they will not be. Because they are not a telecom a franchise fee may be charged.

Brent Grening, CEO - Port of Ridgefield provided comments about the franchise agreement but has not had a chance to review the fee agreement. Asking for additional time to review the agreement before approving the Ordinance.

Staff will continue their work with the Port and will bring back when it's ready for action from the City Council.

2. Second Reading of Ordinance No. 1263 – Downtown Arts Quarter - Jeff Niten, Community Development Director

The purpose of the proposed Downtown Arts Quarter is to enhance Ridgefield's core by providing opportunities for visible public art and unique design features that reflect the character of the city and build community. The Downtown Arts Quarter will encourage public art, created with high-quality materials by local artists, that activates public space for the enjoyment of residents and visitors. The proposed location of the Downtown Arts Quarter and desired design features are the result of discussions among City staff, elected officials, the Ridgefield Art Association, local business owners, and Ridgefield residents. Public input was gathered at National Night Out on August 1, 2017, and at First Saturdays on September 2, 2018 and March 3, 2018. A draft of the Arts Quarter code was discussed by

the Planning Commission on March 7, 2018 and to City Council on March 8, 2018. The draft code was heard by the Planning Commission at a Public Hearing for recommendation to Council on May 2, 2018. Minor changes were recommended and incorporated into the draft code. Planning Commission voted to recommend approval by a 5-1 vote.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1263 AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Main, Councilor
SECONDER:	David Taylor, Councilor
AYES:	Onslow, Taylor, Wells, Stose, Wertz, Main
ABSENT:	Day

3. Resolution No. 538 – Approval of Designation of Official Newspaper - Kirk Johnson, Finance Director

The city must have one official newspaper that it should contract with based on an annual bid process. The city may, of course, publish notices in newspapers in addition to the official newspaper. A request for bids was published in the Reflector and the Columbian with a deadline for submission no later than 2:00 PM on May 17, 2018. The bid is for publications during the period of June 1, 2018 through May 31, 2019. The city received two bids; from the Reflector and the Columbian. Staff have reviewed both bids and are recommending designation of the official newspaper to the Columbian. The Columbian is a daily newspaper with a wider circulation in Clark County including the Ridgefield area. The designation of an official newspaper that publishes daily provides the city with flexibility to better meet notification requirements and reduce timelines associated with those requirements. The Columbian price per square inch is higher than the Reflector and would have increased publication costs by approximately \$1,800 in 2017. The ability to advertise daily versus weekly for official notification outweighs the small increase in cost. In addition to the print version of the notifications, all public notices are published in the online version of the daily Columbian, increasing the ability for notifications to be viewed by the public. Past practice by the city has been to advertise in multiple newspapers for increased transparency on select projects. The city will continue to follow this practice.

City Council conducted discussion.

MOTION: MOVED TO APPROVE RESOLUTION NO. 538 AWARDED THE COLUMBIAN AS THE OFFICIAL NEWSPAPER FOR THE CITY OF RIDGEFIELD FOR THE PERIOD JUNE 1, 2018 THROUGH MAY 31, 2019 AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Darren Wertz, Councilor
SECONDER:	Ron Onslow, Councilor
AYES:	Onslow, Taylor, Wells, Stose, Wertz, Main
ABSENT:	Day

PUBLIC COMMENT

None received.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council - 12:00 AM

Council Member Wertz - Attended Clark College Foundation Meeting.

Council Member Wells - Attended Ridgefield Junction Neighborhood Association Meeting and Port of Ridgefield meeting.

Council Member Taylor - Attended Clark College Foundation Meeting and a briefing with City Manager.

Council Member Onslow -Attended Clark College Foundation Meeting, Clark County Parks Foundation Meeting and Meaningful Movie.

Council Member Main - Thank you to City Council for approving the Arts Quarter Ordinance and acknowledge members of Arts Association Board. Attended C-TRAN Board Meeting and will be attending subcommittee meeting for review process of C-TRAN CEO.

Mayor

Attended School Board meeting.

Proclamation - Ridgefield Trails Day - [7:43 PM](#)

Mayor Stose read Proclamation - Ridgefield Trails Day into the record.

City Manager - [7:45 PM](#)

City Manager Steve Stuart- Fort Vancouver Regional Library Board announcement: Kudos to Council member Sandra Day to helping our community in getting a bigger better library. Also Kudos to Kathy Winters for her efforts on this as well. Attended the largest commercial real estate conference in the country.

City Attorney Janean Parker - Litigation updates provided.

Public Works Director Bryan Kast - 35th Roundabout is complete, Ridgefield Outdoor Recreation Complex update provided.

Community Development Director Jeff Niten - Kudos to Claire Lust for her efforts on the Arts Quarter. Community Development report update provided. Also an intern starting in June, Jamie Carlson.

Finance Director Kirk Johnson - Investment portfolio report provided, all within policy. Received notice City received \$5,000 grant for a finance intern.

Deputy City Manager Lee Knottnerus - Intern Rosie Mayfield will be helping with events, community engagement, social media. Big Paddle event is June 2nd.

Police Chief John Brooks - Back from state conference of sheriffs and chiefs of police.

Council member Lee Wells - Trails and Wildlife Workshop - Tuesday, May 29, 1-4 pm, WADFW offices.

ADJOURN - [8:00 PM](#)

Julie Ferriss, City Clerk

Don Stose, Mayor

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 14, 2018
ITEM: PRESENTATION
AGENDA ITEM TITLE: Salary Commission Update

Commission Role:

In April 2014, the City Council established an independent Salary Commission. The role of the Commission is to review and establish the salaries of the mayor and the council members.

The RMC directs that the Salary Commission submit a salary schedule to the City Clerk for publication in ordinance form. The schedule shall then be incorporated into the city budget without further action by the Council.

Commissioners:

The Commission is made up of five citizens residing within the Ridgefield city limits or its urban growth boundary. The Commissioners are appointed by the Mayor, subject to approval of the City Council. No Commission member may be a city officer, official or employee of the city or any of their immediate family members. Commission members serve four year terms and may be appointed for no more than two terms.

The current members of the Salary Commission who are involved in the salary setting process are: David Kelly, Chair, Terry Hurd, Gary Adkins, Clyde Burkle and Victoria Haugen.

History:

Prior to review in 2014, Mayor and Council salaries have not been reviewed or increased since 2003.

The Salary Commission increased salaries for the Mayor and Councilmembers to be effective January 1, 2015 and unanimously voted to implement an additional increase effective January 1, 2017. The 2017 salaries were:

Mayor – A monthly salary of \$1,000; for an annual maximum of \$12,000.

Councilmembers – A monthly salary of \$500 for an annual maximum of \$6,000.

At the meeting on **May 3, 2017**, Commission reviewed and discussed 2016 comparison of salaries for Mayor/Councilmembers in other comparable Washington cities and after deliberation Commission moved to take no action on salary adjustment for year 2018.

At the meeting on **April 19, 2018**, Commission reviewed and discussed 2017 comparison of salaries for Mayor/Councilmembers in other comparable Washington cities. There were no public comments. After deliberation Commission moved to take no action on salary adjustment for year 2019.

The Salary Setting Process:

The Commission used the following process to develop the salary schedule:

1. Comparison of the salaries of Mayors and Councilmembers in comparable Washington cities.
2. Review of the current economic and budget conditions of the City.
3. Consideration of any public comments at the Salary Commission meeting.

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS:

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 14, 2018

ITEM: PUBLIC HEARING/BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington
Amending Chapter 9.04.030 of the Ridgefield Municipal
Code (Fireworks)

GOVERNING LEGISLATION:
Ridgefield Municipal Code 9.04.030, Fireworks

PREVIOUS COUNCIL ACTION TAKEN:
None.

BACKGROUND:

In November 2017, City Council adopted a ban on fireworks within Ridgefield city limits for New Year's Eve and New Year's Day. This ban will take effect in 2018. At about the same time, Ridgefield began work with Clark County and other local municipalities to discuss a more coordinated approach to the sales and use of fireworks. Since that time, Washougal, Battleground and Clark County have modified fireworks restrictions. Consistency among local jurisdictions reduces confusion among residents and makes the requirements easy to follow for everyone.

Current State Law and Ridgefield Municipal Code. Washington State Law, RCW 70.77, governs the regulations of fireworks including which fireworks are legal, licensing for public fireworks displays, fireworks sales and when fireworks may be discharged. However, state law allows for local jurisdictions to further restrict when fireworks may be sold or discharged, what types of fireworks may be sold or discharged and for cities to completely prohibit the sale and discharge of fireworks.

State Fireworks Law provides for the following sales and discharge periods:

Date	Sales Period	Discharge Period
June 28	12Noon to 11PM	12Noon to 11PM
June 29 to July 3	9AM to 11PM	9AM to 11PM
July 4	9AM to 11PM	9AM to 12Midnight
July 5	9AM to 9PM	9AM to 11PM

Ridgefield Municipal Code for sale and discharge of fireworks is consistent with state law with one exception. On July 5, RMC allows discharge from 9AM to 9PM, two hours shorter than allowed under state law.

Restrictions by Local Jurisdictions. Of the 266 known Washington State jurisdictions, 102 have restricted sale and/or discharge of fireworks beyond what is allowed in state law and 87 have

banned sale and/or discharge of fireworks. Of the 102 jurisdictions that have implemented restrictions, most have done so by decreasing the # of days that fireworks can be discharged:

Discharge periods	Number of Jurisdictions
1 day	53
2 days	15
3 days	8
4 days	7
5 days	3
6 days	0
7 days	4
7.5 days (follow state law with a shorter discharge time on July 5)	12

Current discharge time ordinances of neighboring jurisdictions are represented in the following chart:

	June 28	June 29	June 30	July 1	July 2	July 3	July 4	July 5
Clark County							9AM – Midnight	
Amboy	Noon – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – Midnight	
Battle Ground						9AM – 11PM	9AM – Midnight	
Camas						9AM – 11PM	9AM – Midnight	
La Center		10AM – 10PM	10AM – 10PM	10AM – 10PM	10AM – 10PM	10AM – 10PM	10AM – 11PM	
Vancouver	It is illegal to use fireworks within Vancouver city limits.							
Washougal							9AM – Midnight	
Woodland	Noon – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – Midnight	9AM – 11PM
Yacolt	Noon – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – Midnight	9AM – 9PM
Ridgefield	Noon – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – Midnight	9AM – 9PM

Current sales time ordinances of neighboring jurisdictions are represented in the following chart:

	June 28	June 29	June 30	July 1	July 2	July 3	July 4	July 5
Clark County	Noon-11PM	9AM – 11PM	9AM-11PM	9AM-11PM	9AM-11PM	9AM-11PM	9AM-11PM	
Battle Ground				9AM – 11PM	9AM – 11Pm	9AM – 11PM	9AM – 11PM	
Camas					9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM-9PM
La Center	12Noon-10PM	10AM-10PM	10AM-10PM	10AM-10PM	10AM-10PM	10AM-10PM	10AM-10PM	10AM-9PM
Vancouver	It is illegal to sell fireworks within Vancouver city limits.							
Washougal					9AM-11PM	9AM-11PM	9AM-11PM	
Woodland	Noon-11PM	9AM – 11PM	9AM-11PM	9AM-11PM	9AM-11PM	9AM-11PM	9AM-11PM	9AM-9PM
Yacolt	Noon-11PM	9AM – 11PM	9AM-11PM	9AM-11PM	9AM-11PM	9AM-11PM	9AM-11PM	9AM-9PM
Ridgefield	Noon – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM – 11PM	9AM-11PM	9AM-9PM

The City of Battleground sales and discharge restrictions were adopted on May 21, 2018 and will be effective in June/July 2019. The restrictions reduce the number of days for sale of fireworks from June 28 thru July 5 to July 1 thru July 5; and reduce the number of days for discharge of fireworks from June 28 thru July 5 to July 3-4 only. The Clark County sales and discharge restrictions were adopted on June 12, 2018 and will be effective in June/July 2019. The restrictions reduce the number of days for discharge of fireworks from June 28 thru July 4 to July 4 only.

Clark County Opinion Survey. An opinion survey conducted by Clark County of 7,628 residents shows that survey respondents in the Ridgefield area had the least favorable opinions on July 4th fireworks as compared to other areas of Clark County. Just 27% of respondents said personal fireworks were very important to their holiday while 61% said they were very concerned about fire hazards. Fifty-five percent said they were very concerned about noise and 51% are concerned about garbage.

Fireworks Safety. Each year the City receives complaints from residents regarding the noise, litter and pollution associated with fireworks during the Fourth of July holiday. Complaints include concerns that neighborhoods are “turned into war zones,” fireworks are discharged beyond the days/times allowed;” “the noise creates distress for elderly, veterans babies, pets and wildlife;” “large amounts of debris is left in streets and yards;” and “fireworks cause a fire hazard.” In recent years, the number of complaints has increased.

For Clark County, complaints increased from 350 in 2015 to 430 in 2016 and 570 in 2018 during the period June 28 through July 5. There were 31 fire incidents in 2016 and 28 in 2017 generally involving vegetation but did involve two calls regarding damage to a residence. In

addition, hospitals reported 22 fireworks related injuries in 2015 and 18 in 2016. Data is not available for 2017.

Safe and Sane. The “safe and sane rule” originated in California and has been adopted by Oregon State along with only Washougal in Washington. The unique “safe and sane” fireworks law was enacted in 1973, classifies the items that qualify as “fireworks,” and dictates who may use them. Under the law, private citizens may only use “safe and sane” fireworks, and are strictly prohibited from possessing or using fireworks which are defined under the law as “dangerous.” “Dangerous” fireworks are firecrackers, salutes, chasers, skyrockets and missile-type rockets and mortar-type fireworks, or those fireworks not specifically listed that fly, explode or travel more than one (1) foot into the air or more than six (6) feet on the ground. (Cal. Health & Safety Code, Sec. 12505)

Most jurisdictions in Clark County, including Ridgefield, currently permit the sale, possession and use of “consumer fireworks” consistent with Washington state law. The definition of “consumer fireworks” is broader than the “safe and sane” definition in California. The permitted fireworks in Washington include:

“Any small firework device designed to produce visible effects by combustion and which must comply with the construction, chemical composition, and labeling regulations of the United States consumer product safety commission, as set forth in 16 C.F.R. Parts 1500 and 1507 and including some small devices designed to produce audible effects, such as whistling devices, ground devices containing 50 mg or less of explosive materials, and aerial devices containing 130 mg or less of explosive materials and classified as fireworks UN0336 by the United States department of transportation at 49 C.F.R. Sec. 172.101 as of June 13, 2002, and not including fused set pieces containing components which together exceed 50 mg of salute powder.”

Options. The Council may consider the following options regarding fireworks in Ridgefield city limits:

1. Take no action and retain the current restrictions in the Ridgefield Municipal Code.
2. Adopt additional restrictions for the dates and times permitted for the sale and/or use of fireworks.
3. Provide authority to the City Manager, in consultation with the Fire Marshal, to prohibit the use of fireworks during periods of extreme fire danger.
4. Prohibit use of fireworks in any park within the City or within 300 feet of a forest.
5. Adopt a “safe and sane” rule to restrict the type of consumer fireworks that may be purchased and used.
6. Impose a complete ban on the sale, possession and use of consumer fireworks.

BUDGET/FINANCIAL IMPACTS: N/A.

RECOMMENDED ACTION OR MOTION:

None. Second reading of this Ordinance is scheduled before Council on June 21, 2018

STAFF CONTACT:

Lee Knottnerus, Deputy City Manager

ATTACHMENTS:

Ordinance 1264 Staff Report (002) (PDF)

ORDINANCE NO. 1264

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING CHAPTER 9.04.030 OF THE RIDGEFIELD MUNICIPAL CODE (FIREWORKS)

WHEREAS, Washington State Law, RCW 70.77, governs the regulations of fireworks including which fireworks are legal, licensing for public fireworks displays, fireworks sales and when fireworks may be discharged; and

WHEREAS, state law authorizes local jurisdictions, including the City, to further restrict when fireworks may be sold or discharged, what types of fireworks may be sold or discharged and for municipalities to completely prohibit the sale and discharge of fireworks; and

WHEREAS, the City Council deems it to be in the best interests of public health, safety and welfare that fireworks and explosives be regulated as provided in this ordinance; and

WHEREAS, THE Ridgefield City Council conducted a public hearing and the first reading of the amendments to Title 9 during a regularly scheduled City Council meeting held on June 14, 2018; and

WHEREAS, THE Ridgefield City Council conducted a second ordinance reading on the proposed amendment to Title 9 during a regularly scheduled meeting held on June 21, 2018;

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

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to adopt amendments to Title 9 to ensure health, safety and welfare of its citizens.

Section 2. Amendments of Title 9 of the Ridgefield Municipal Code. The Ridgefield City Council hereby amends certain Chapters of Title 9 set forth below in the manner set forth in Exhibit A, attached hereto and incorporated by this reference:

Amends Title 9, Chapter: 9.04.030, Fireworks.

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

Section 4. Severability. If any section, subsection, sentence, clause, phrase or other portion of this ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

Section 5. Applicability. This ordinance shall be applied in the current city limits of Ridgefield and shall expand to incorporate future additions to the city on the effective date of any future annexation.

Section 6. Effective date. This ordinance shall be in full force and effect one year after adoption and publication on June 21, 2019, pursuant to RCW 70.77.250(4).

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS ____ DAY OF _____,
2018.

Don Stose, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss,
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: May 10, 2018

Second Reading/Passage:

Date of Publication:

Effective Date: June 21, 2019

ORDINANCE NO. 1264

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9.04.030 - Fireworks.**A. Definitions.**

"City" means the city of Ridgefield, Washington.

"Consumer fireworks" means any small firework device designed to produce visible effects by combustion and which must comply with the construction, chemical composition, and labeling requirements of the United States consumer product safety commission, as set forth in 16 C.F.R. Parts 1500 and 1507 and including some small devices designed to produce audible effects, such as whistling devices, ground devices containing fifty mg or less of explosive materials, and aerial devices containing one hundred thirty mg or less of explosive materials and classified as fireworks UN0336 by the United States department of transportation at 49 C.F.R. Sec 172.101 as of June 13, 2002, and not including fused setpieces containing components which together exceed fifty mg of salute powder.

"Display fireworks" means large fireworks designed primarily to produce visible or audible effects by combustion, deflagration, or detonation and includes but is not limited to, salutes containing more than two grains (one hundred thirty mg) or explosive materials, aerial shells containing more than forty grams of pyrotechnic compositions, and other display pieces which exceed the limit of explosive materials for classification as "consumer fireworks" and are classified as fireworks UN0333, UN0334, or UN0335 by the United States department of transportation at 49 Code of Federal Regulations (C.F.R.) Sec 172.101 as of June 13, 2002 and including fused setpieces containing components which exceed fifty mg of salute powder.

"Fire nuisance" means anything or any act which increases, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service or preventing, suppressing, or extinguishing fire; or which may obstruct, delay, hinder, or may become the cause of any obstruction, delay or hindrance to the prevention or extinguishment of fire.

"Fireworks" means any composition or device designed to produce a visible or audible effect by combustion, deflagration, or detonation, and which meets the definition or articles pyrotechnic or consumer fireworks or display fireworks.

"License" means a non-transferable formal authorization which the chief of the Washington State Patrol, through the director of fire protection, is authorized to issue under this section to allow a person to engage in the act specifically designated therein.

"Licensee" means any person issued a fireworks license in conformance with this section.

"Local fire official" means the chief of Clark County Fire District No. 12 or a chief fire protection officer or such other person as may be designated by the governing body of the city to act as a local fire official under this section.

"Permit" means the official authorization granted by the city for the purpose of establishing and maintaining a place within the jurisdiction of the city where fireworks are sold.

"Permittee" means any person issued a fireworks permit in conformance with this section.

"Person" includes any individual, firm, partnership, joint venture, association, concern, corporation, or any other group or combination acting as a unit.

"Public display of fireworks" means an entertainment feature where the public is or could be admitted or allowed to view the display or discharge of display fireworks.

"Retailer" means and includes any person who, at a fixed location or place of business, offers for sale, sells or exchanges for consideration fireworks to a consumer or user.

"Temporary storage" means the storage of consumer fireworks during the periods allowed for sale in this section.

B. Prohibited Acts. Except as otherwise provided in this section, no person, without appropriate state license and city permit as required by this section may:

1. Manufacture, import, possess, or sell any fireworks at wholesale or retail for any use;
2. Make a public display of fireworks;
3. Transport fireworks, except as a licensee or as a public carrier delivering to a licensee; or
4. Knowingly manufacture, import, transport, store, sell or possess with intent to sell, as fireworks, explosives, as defined in Revised Code of Washington (RCW) 70.74.010, that are not fireworks, as defined by this section;
5. No person less than eighteen years of age may apply for or receive a permit; or
6. No license or permit is required for the possession or use of consumer fireworks lawfully purchased at retail.

C. Sale of Consumer Fireworks. It is legal to sell and purchase consumer fireworks within the city limits from twelve o'clock noon to eleven p.m. on ~~June 28th~~ July 1st, from nine a.m. to eleven p.m., and on each day from June 29th to July 2nd through July 4th and from nine a.m. to nine p.m. on July 5th. Each retail fireworks stand shall provide signage indicating the dates and times fireworks may be legally discharged in the City of Ridgefield. Such signage must be placed where it is easily readable by the public where the sales transactions occur.

D. Discharge of Consumer Fireworks. Consumer fireworks may be used or discharged ~~each day between the hours of twelve o'clock noon and eleven p.m. on June 28th, from nine a.m. to eleven p.m. on each day from June 29th to July 3rd, and~~ from nine a.m. to twelve o'clock midnight on July 4th, ~~from nine a.m. to nine p.m. on July 5th.~~ The Fire Marshal, in consultation with the City Manager, may suspend or ban the discharge of fireworks or common fireworks upon consideration of current moisture levels, wind speeds, lack of rain, and other fire related factors.

E. Enforcement. The police department is hereby authorized to enforce the provisions of this chapter. If, in the reasonable exercise of its discretion, a police officer believes that a civil citation is warranted, in lieu of prosecution, he or she may issue a civil citation. The penalties are set out in the table below.

VIOLATION	FIRST VIOLATION	SECOND VIOLATION	SUBSEQUENT VIOLATIONS
Discharge or Legal Consumer Fireworks Outside of Permissible Time (RCW 70.77.136)	\$100	\$250	\$500

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Discharge of Illegal Fireworks (RCW 70.77.401)	\$250	\$500	\$1000
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EF. Unlawful Possession of Fireworks—Penalties. It is unlawful to possess any class or kind of fireworks in violation of this section. A violation of this section is:

1. A misdemeanor if involving less than one pound of fireworks, exclusive of external packaging; or
2. A gross misdemeanor if involving one pound or more of fireworks, exclusive of external packaging. For the purposes of this section, "external packaging" means any materials that are not an integral part of the operative unit of fireworks.

FG. Unlawful Discharge or Use of Fireworks—Penalty. It is unlawful for any person to discharge or use fireworks in a reckless manner which creates a substantial risk of death or serious physical injury to another person or damage of the property of another. A violation of this section is a gross misdemeanor.

GH. Gross Misdemeanor. It is unlawful for any person to sell or transfer any common fireworks to a consumer or a user other than at a fixed place of business of a retailer for which a license and permit have been issued.

HI. Penalty. Except as otherwise provided in this section, any person violating any provision of this section or any rules issued thereunder is guilty of a misdemeanor.

IJ. ~~Civil Enforcement Not Precluded. The inclusion of this section of criminal penalties does not preclude enforcement of this section through civil means as set forth in RCW 70.77 et al.~~

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 14, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Clark County Fire and Rescue Interlocal Agreement

GOVERNING LEGISLATION:

RCW 39.34 Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

Clark County Fire and Rescue (CCFR) has been providing plan review services for subdivisions and attending pre-application conferences for some time. Fire Marshal services, including building plan review, have been provided by the Clark County Fire Marshal. There has been confusion among applicants regarding which agency has responsibility for which tasks. CCFR approached the city in early 2018 with a concept to provide the city with a single organization that will be responsible for all fire related reviews within the city boundaries. In order to streamline the permitting process and reduce confusion among applicants the city and CCFR began to work on an interlocal agreement that would allow CCFR to provide a "one stop shop" for all fire related reviews. Enhancing the partnership between the City of Ridgefield and Clark Fire and Rescue will provide enhanced service, closer cooperation between the two agencies, and a process that is easier to navigate for our customers.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

"I move to **approve** the interlocal agreement as presented".

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: ILA - Ridgefield Fire Marshal Services Final (DOC)

**INTERLOCAL AGREEMENT TO PROVIDE
SERVICES AS FIRE MARSHAL**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ day of _____, 2018, by and between CLARK COUNTY FIRE AND RESCUE, a municipal corporation, hereinafter referred to as "District," and the CITY OF RIDGEFIELD, a municipal corporation, organized under the laws of the State of Washington, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the District and City are desirous of establishing a mutual agreement wherein the District provides certain services through its Community Risk Reduction Division; and,

WHEREAS, the City has adopted the International Fire Code and said International Fire Code is directly applied to specific occupancies within the City and District; and,

WHEREAS, the operation and application of said International Fire Code is based on orderly and sound fire safety principles which are important to the management of risk for citizens of the District, and the City, and

WHEREAS, the city desires to implement a successful program for orderly and sound fire safety principles with respect to specific occupancies within its incorporated limits, and,

WHEREAS, the purpose of this agreement is to authorize the District to act on the City's behalf, and is a proper subject for an agreement under RCW 39.34 providing for cooperation between government entities,

WHEREAS, promoting coordination between the City and the District at the conceptual project level, and during development review, makes efficient use of resources for both agencies,

NOW, THEREFORE, it is mutually agreed as follows:

1. Service to be rendered. District, through its Community Risk Reduction Division, shall provide to the City the administrative and support services necessary for the application of the City's Fire Code and ordinances relating to the fire protection and the storage, use, or handling of hazardous materials as set out below.

A. New Construction and Land use or Development: When requested, the District shall review plans submitted for new land development or building construction and conduct related onsite inspections to maximize compliance with approved plans and the International Fire Code, as adopted and amended by the City with regard to fire protection. The District will conduct construction inspections when building permits are required and the building plans have been reviewed by the District in cooperation with the City.

B. Existing Occupancy Inspection: The inspection of existing occupancies, facilities and structures shall be provided only as requested by the City, building owners, or business owners.

C. Hazard Abatement: Inspection and technical support necessary to abate identified fire hazards will be provided as requested by the City.

D. Fire Cause Determination: District will investigate to determine the origin and cause of fires occurring within the City when requested by the City or its designee fire chief, within the constraints of its resources.

49 E. Incendiary Fire Investigation: District will investigate or assist in the investigatio
50 of incendiary fire when requested by the chief of police.

51 F. Operational Permits: District will issue operational permits as required by the
52 International Fire Code, Section 105.6, for those occupancies inspected by the District as
53 requested by the City.

54 G. Code Development and Maintenance: District will provide technical support to
55 facilitate the adoption of amendment of City codes and ordinances. The City agrees to notify the
56 District of any local amendments to the Fire Code.

57 H. Business Licenses: Building and facilities related to new business license
58 applications will be inspected upon request of the City.

59 I. Special Fire Code Reviews and Approvals: Specialized systems shall be
60 installed via permits reviewed by the District and issued through the City's permitting process.
61 Such systems include: automatic fire extinguishing systems, standpipes, fire alarms, flammable
62 and combustible liquid storage and delivery, spraying or dipping, LP gas, and hazardous
63 materials. The District shall charge fees to the City for these permits as set forth in Appendix A.

64 2. Compensation: For services provided in Items A through H above, the City will
65 compensate the District for services as prescribed in the fee schedule set forth in Appendix A.

66 3. Method of Payment: The City will pay promptly all charges for services that may be rendere
67 under the terms of this Agreement upon receipt of the invoice. The District shall invoice for all
68 services within the calendar year in which they were rendered.

69 4. Reports and Documentation. District shall provide City with copies of all reports, notices,
70 orders or other correspondence issued subsequent to work performed under the terms of this
71 Agreement. Except where an individualized case reporting is warranted due to the unique or

significant nature of the case, when the case involves a discretionary decision which may significantly impact or be in conflict with implementation of other portions of the City's municipal code, or at the written request of the City, the District will provide City with a report each quarter of each calendar year detailing activities performed under the terms of this Agreement.

5. Authority. In fulfilling the terms of this Agreement, the District Fire Marshal and the officers of the Community Risk Reduction Division are delegated the authority granted the fire chief, fire marshal or fire prevention bureau by the International Fire Code, the International Building Code, and other codes or ordinances adopted by the City.

6. Compliance Litigation. Any or all code enforcement required or lawsuits served upon or initiated by the City with respect to enforcing or ensuring compliance with the International Fire Code shall be the responsibility of the City through its appropriate officials, however, District staff will cooperate and appear as needed to testify.

7. Hold Harmless. Upon determination of liability by a court of competent jurisdiction of liability, assumptions of liability for administration of the IFC, pursuant to this Agreement shall be as follows:

A. The District shall hold harmless the City for any and all claims resulting from its negligent acts or omissions for a period of one (1) year following and arising out of issuance of each occupancy permit for any structure subject to regulation under the IFC as adopted and/or amended by the City and for which a permit was issued by the District.

B. The City shall hold harmless the District for any and all claims resulting from administration and enforcement of the IFC on behalf of the City beginning one (1) year following issuance of an occupancy permit for any structure subject to regulation under the IFC, as adopted and/or amended by the City and for which a permit was issued by the District.

C. Both the City and District retain their legal defenses under the Public Duty Doctrine.

D. Both the City and the District are undertaking this agreement to further the public interest generally and it is agreed between the parties that this agreement is not intended nor shall it be construed to create any third party beneficiary.

8. Appeals. Appeals regarding interpretations of or the suitability of alternate methods or materials to specific provisions of the International Fire or Building Codes shall be in accordance with the Ridgefield Municipal Code.

9. Terminations. Either the District or the City may terminate this Agreement upon sixty (60) days' written notice. In the event the City shall desire to terminate this Agreement, said written notice shall be delivered to the Clerk of the Board of District Commissioner, and, in the event the District shall desire to terminate this Agreement, said written notice shall be delivered to the Clerk of the City of Ridgefield.

10. Renewal / Extension. This agreement shall be reviewed during the budget cycles of the District and City. Unless terminated, this agreement shall renew automatically each year as long as the District is the Fire and emergency response service provider for the City of Ridgefield.

11. Recording with the Auditor. The District shall record this Agreement following execution by the parties pursuant to RCW 39.34.040.

CITY OF RIDGEFIELD

DATED: _____, 2018

By: _____

APPROVED AS TO FORM:

By: _____

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BOARD OF DISTRICT COMMISSIONERS
FOR CLARK COUNTY FIRE AND RESCUE DISTRICT

By: _____
Clerk to the Board

By: _____

APPROVED AS TO FORM:

By: _____

By _____

Attachment: ILA - Ridgefield Fire Marshal Services Final (Clark County Fire and Rescue ILA)

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APPENDIX A

Permit / Process	Review	Inspection
<i>Development Review</i>		
Commercial Site Plans	195.00	195.00
Subdivision or Planned Residential Development	164.00	164.00
Pre-Application Conference	95.00	NA
Other Land Use Applications	132.00	132.00
<i>Building Construction / Change of Use or Occupancy</i>		
A, B, E, F, M, R Occupancies 0-1,000 sq.ft.	100.00	69.00
A, B, E, F, M, R Occupancies 1,001-5,000 sq.ft.	132.00	100.00
A, B, E, F, M, R Occupancies 5,001-10,000 sq.ft.	163.00	132.00
A, B, E, F, M, R Occupancies 10,001-20,000 sq.ft.	203.00	163.00
A, B, E, F, M, R Occupancies 20,001-40,000 sq.ft.	242.00	194.00
Each Additional 20,000 sq. ft. (or portion thereof)	40.00	32.00
Building or Structure for Special or Temporary Use	148.00	148.00
H1 Occupancy or H2 Occupancy	391.00	210.00
H3 Occupancy	433.00	210.00
H4 Occupancy	296.00	210.00
H5 Occupancy	538.00	236.00
I Occupancy	296.00	195.00
Portable Classroom	148.00	148.00
S Occupancy up to 10,000 sq. ft.	195.00	195.00
Each Additional 10,000 sq. ft. (or portion thereof)	100.00	100.00
<i>Fire Alarm</i>	<i>Review</i>	<i>Inspection</i>
Fire Alarm System - Minor Alteration	NA	100.00
Fire Alarm Zoned System - One Zone	148.00	148.00
Each Additional Zone	68.00	68.00
Fire Alarm Addressable System - 1 to 20 Devices	148.00	148.00
Each Additional Device	2.00	2.00

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Attachment: ILA - Ridgefield Fire Marshal Services Final (Clark County Fire and Rescue ILA)

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Fire Suppression System	Review	Inspection
Commercial Cooking Extinguishing System/Protection	126.00	126.00
Fire Pumps and Private or Dedicated Fire Hydrant Systems	186.00	186.00
Fire Hydrant - Witnessed Flow Test (1-4) Hydrants	NA	100.00
Fire Hydrant – Each Additional Hydrants	NA	40.00
Fire Sprinkler - Alteration to Existing System(s)	100.00	100.00
Fire Sprinkler - New System - NFPA 13 - Single Riser	236.00	236.00
NFPA 13 - Each Additional Riser	236.00	236.00
Fire Sprinkler - New System - NFPA 13D (Single Family)	100.00	100.00
Fire Sprinkler - New System - NFPA 13R (Per Building)	195.00	195.00
Other Extinguishing Systems	186.00	186.00
Standpipe System	100.00	100.00
Underground Fire Sprinkler Mains	126.00	126.00
Hazardous Operations	Review	Inspection
Aerosols	148.00	148.00
Application of Flammable Finishes	186.00	186.00
CO2 Monitoring Systems	NA	100.00
Combustible /Flammable Liquids Above Ground Tanks-Dispensing and Use of	164.00	132.00
Combustible /Flammable Liquids Underground Tanks-Dispensing and Use of	391.00	391.00
Commercial Drying Ovens	126.00	126.00
Compressed Gas System (greater than exempt amounts)	126.00	126.00
Dip Tanks, Listed Spray Booths	126.00	100.00
Unlisted Spray Booths	186.00	132.00
LPG - Dispensing and Use of	156.00	132.00
LPG - Tank Installation (greater than 125 gal.)	126.00	148.00
Organic Coating Systems	148.00	148.00
Other Hazardous Material Equipment and Systems	243.00	243.00
Refrigeration Systems	243.00	132.00
Semiconductor Fabrication HPM Tool Installation	243.00	243.00
Smoke Removal Systems	243.00	243.00

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Interlocal Agreement for Provision of Fire Marshal Services
by Clark County Fire & Rescue for City of Ridgefield

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Attachment: ILA - Ridgefield Fire Marshal Services Final (Clark County Fire and Rescue ILA)

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<i>Hazardous Materials</i>	<i>Review</i>	<i>Inspection</i>
Decommission Underground Storage Tank(s)	148.00	100.00
HMIS	186.00	NA
HMMP	186.00	NA
Storage, Dispensing and Use of Hazardous Materials	200.00	156.00
Cryogenic Systems, Process or Product	148.00	148.00
Each Additional Tank or Vessel	48.00	42.00
<i>Explosives</i>	<i>Review</i>	<i>Inspection</i>
Explosive Storage and Use/Blast Permit	391.00	195.00
Blast Permit- If Costs Exceed Standard Fees	Actual Cost	Actual Cost
Fireworks Display	108.00	100.00
Fireworks Stand	50.00	50.00
Magazines (Explosives)	195.00	195.00
Manufacture, Assembly, Testing of Ammunition, Fireworks, Blasting Agents, and Other Explosives or Explosive Material	132.00	100.00
Pyrotechnic Special Effects	100.00	100.00
Storage of Black or Smokeless Powder, Small Arms Ammunition, Precession Caps, and Primers for Consumer Consumption	100.00	100.00
Other Storage, Use, Handling, or Demolition of Explosives or Explosive Material	156.00	132.00
<i>High-Piled Combustible Storage</i>	<i>Review</i>	<i>Inspection</i>
Designated Storage Area 501 - 2,500 sq. ft.	126.00	100.00
Designated Storage Area 2,501 - 12,000 sq. ft.	156.00	132.00
Designated Storage Area 12,001 - 20,000 sq. ft.	186.00	164.00
Designated Storage Area 20,001 - 30,000 sq. ft.	236.00	195.00
Each Additional 30,000 sq. ft. (or portion thereof)	236.00	243.00

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<i>Other Fire Permits</i>	<i>Review</i>	<i>Inspection</i>
Candles and Open Flames in Places of Assembly	21.00	
Emergency Generators	100.00	100.00
Gates - Privacy/Security	50.00	50.00
Hot Work	100.00	100.00
Investigation Fee (work started without a permit)	Double Permit Fee	
Other Plan Reviews or Permits Required by the IFC and/or Municipal Code \$100 Per Hour Review + \$100 Per Hour Inspection	Calculated	Calculated
Re-inspection Fees	NA	100.00
Revision to Plan Previously Submitted - \$100.00 Per Hr.	Calculated	NA
Use of Consultant for Plan Review and Inspections	Actual Cost	Actual Cost
Tents / Temporary Membrane (greater than 400 SF)	NA	100.00

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CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 14, 2018
ITEM: BUSINESS
AGENDA ITEM TITLE: Motion - Approval of Long Term Use of Parks Agreement

GOVERNING LEGISLATION:

RCW 35A.11.010

PREVIOUS COUNCIL ACTION TAKEN:

None.

BACKGROUND:

In September 2018, the Ridgefield Outdoor Recreation Complex (“RORC”) – a partnership project with the Ridgefield School District – will complete construction and open to the public.

Field 1 of RORC is designed to accommodate Ridgefield High School varsity baseball, as well as providing seating capacity for up to 2,500 people in order to host regional baseball teams and tournaments as agreed upon by the City and School District. The first such agreement for Council to consider is a long-term use agreement for a Southwest Washington expansion franchise with an established summer collegiate wood bat baseball league.

Summer collegiate wood bat baseball leagues give college-eligible student-athletes the ability to accelerate their development, increase player exposure to pro teams, and better their team’s communities. This level of baseball shares similarities with affiliated minor league baseball in how the business operates and the level of play which is comparable to “short-season A” level affiliated teams. However, summer collegiate baseball leagues are not aligned with Major League parent organizations. All players are currently student-athletes playing in colleges across the United States and Canada.

City Staff received proposals from two different summer collegiate wood bat baseball leagues, who were both seeking to establish a Clark County franchise in Ridgefield. Negotiations for a potential use agreement included staff-level discussions, stakeholder interviews (which included City, School District, and community partners), and evaluation by City Council at the April 12, 2018 Council Meeting. The two proposals were evaluated on

criteria including league history, number of teams in the league, team locations, number of games, average league attendance, ownership (generally), potential owners' resumes, and commitment to local area.

At its April 12, 2018 City Council Meeting, City Council directed Staff to finalize negotiations for a Use Agreement with a single league. The substance of that Use Agreement is attached, with highlights including:

- Exclusive league rights in Clark County for a collegiate wood bat baseball team;
- Use period of June 1 – August 31, with approximately 30 home games each summer;
- 10-year Term, starting in 2019, with 2 possible 5-year extensions; and
- Revenues to include \$100,000 capital contribution, \$6,000 annual user fee, and 10 GA tickets to every home game for City and School District to distribute.

BUDGET/FINANCIAL IMPACTS: The Use Agreement calls for three (3) base fees to be paid by the User. The User would contribute \$100,000 by April 2019 in order to defray capital expenses necessary to accommodate summer collegiate wood bat league baseball. The User would also pay an annual fee of \$6,000 for their use of the designated facilities for up to forty (40) events each summer. Finally, the User would provide the City and Ridgefield School District each ten (10) General Admissions tickets for each home game (estimated value \$4,800 per year).

There may be additional revenue received by the City from User for events above those covered in the base fees, however they are “to be determined” at this time.

RECOMMENDED ACTION OR MOTION:

Staff recommends that the Council pass a motion authorizing the City Manager to sign the Use Agreement. A suggested motion would be:

“I move to authorize the City Manager to sign the Use Agreement as presented.”

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS: CollegeWoodBatLeagueUseAgreement_FINAL_DRAFT (PDF)

FACILITY USE AGREEMENT
BETWEEN CITY OF RIDGEFIELD &
Southwest Washington Baseball Group – Clark, LLC (“SWBG”)

The **CITY OF RIDGEFIELD**, a first class municipality of the State of Washington, located at City Hall, 230 Pioneer Street, Ridgefield, Washington, 98642 (hereinafter the “City”), and **SWBG**, a Washington limited liability company, with offices located at **P.O. Box 1255, Longview, WA 98632**, (hereinafter the “User”), in consideration of the mutual covenants set forth herein, agree as follows (this “Agreement”):

- I. **PURPOSE**. This Agreement allows the User the right to conduct certain activities, or reasonably similar activities, on or at facilities owned or leased by the City as follows:

<u>Activities</u>	<u>City Facilities</u>
Fielding a professional-like collegiate summer baseball team for up to forty (40) events each season, including exhibition games, regular games, and Special Events – defined as sporting, recreational, and entertainment events expected to attract a family-oriented audience, plus playoff games (which are not counted for purposes of counting the 40 events), in each case with Related Concession Operations (the “Activities”)	Ridgefield Outdoor Recreation Complex (the “RORC”) Field 1/Stadium Field, including all areas of the Field and Concession Building, Parking Lots, and an office space and storage areas as designated by the City, together with such other areas that are added to the RORC or otherwise made available for use by User from time to time, including locker room and batting cages, and are reasonably included for use by a team using Field 1/Stadium Field (the “Facilities”).

The Facilities and all enclosed spaces made a part thereof under this Agreement must be vacated and cleaned by the User within fifteen (15) days of the end of the Use Period (defined below), except as otherwise agreed upon by the Parties.

User agrees that the team will play at the highest league level available under the league structure in which User is a member.

II. **TERM OF AGREEMENT AND HOURS OF ACTIVITIES.**

- a. This agreement permits use of the Facilities for a period beginning on the earlier of (i) Tuesday after Memorial Day or (ii) June 1 of the subject year, and ending August 31st (the “Use Period”) for the years 2019 through 2028 (the “Primary Term”) with reasonable extensions of the Use Period beyond August 31st for post season play as necessary and agreed upon by the Parties.
- b. User shall be permitted to conduct the Activities during its Baseball Season typically running from June 1st through August 31st on days on which it has a scheduled game that has been noticed to the City, and User shall have first priority and exclusivity for use of the Facilities during the hours of 8:00 a.m. and 11:00 p.m. for such scheduled games. With respect to post-season games, the parties acknowledge that User will provide a range of potential dates. Unless otherwise agreed by the City with respect to a specific event, exclusivity of use does not include the parking lot until two (2) hours prior to the scheduled start time of an event.
- c. Use of the Facilities by User beyond the defined Activities – for camps, clinics, practices, etc. – during any effective Use Period is permitted subject to the availability of the Facilities, payment of applicable fees, and must be scheduled with the City. For purposes of this Agreement, such other uses taking part on the day of a scheduled game or other Activity shall be included as part of the Activity, and shall not require additional scheduling or payment of additional fees. Practices and camps/clinics on non-game days shall not result in additional fees, provided that the total number of scheduled Activity days (not including playoff games) plus the number such practices and/or camps does not exceed forty (40).
- d. User will be allowed to use the field and Facilities beginning at 8 a.m. on the day of games. Additional practice/preparation time must be requested in writing to, scheduled in advance with, and approved by the City. Such approval will not be unreasonably withheld, and User will be advised in writing at the time of approval of any direct expenses resulting from requested extra use, which expenses will be reimbursed by User.

- e. User shall have reasonable access to the Facilities prior to the season in preparation for the season, and for clean up after each season. Such time shall not count as an event day, or otherwise result in use charges to User.
- f. Occupation of the Facilities for longer than the period or times stated will subject the User to additional facility fees depending upon events scheduled.

III. **OPTIONS FOR ADDITIONAL TERMS.** The City hereby grants the User the right to extend the term of this Agreement for two additional terms of five (5) years each (each an "Additional Term"), commencing at the expiration of the Primary Term of this Agreement. Either Additional Term shall be exercised, if at all, by User's delivery of written notice to the City no later than ninety (90) days and no earlier than one hundred eighty (180) days prior to the expiration of the Primary Term and each Additional Term thereafter of this Agreement. In order to exercise any option for an Additional Term under this Agreement, User must not be in default of any provision of this Agreement. In addition to the foregoing, in the event that User has defaulted under any material term or condition of this Agreement involving public safety or payment of any funds due under subsection VII of this Agreement three or more times during the Primary Term (or any subsequent Additional Term), regardless of whether User satisfactorily cures such default within the time set forth in Section XVIII, or elsewhere herein, such instances of default shall give the City grounds to rescind User's right to extend the term hereof for any subsequent Additional Term(s). Should the City exercise this right of rescission, it will do so in writing to the User within one (1) year of the event giving rise to the termination right, and in no event later than two (2) years prior to the expiration of the then current term, and User's rights to use of the Facilities hereunder shall cease at the expiration of the then current term. If such right of rescission is exercised within the last two (2) years of a term, and if User exercises its renewal option, then the Additional Term shall end two (2) years from the date of exercise.

For each Additional Term, the Base Use Fees shall be increased from the then expiring term by the percentage difference in the Consumer Price Index between (i) the first day of the first season of play of the then expiring term and (ii) the first day of the last season of play of the then expiring term. All other provisions, covenants, and conditions of this Agreement, shall remain unmodified and in full force and effect during any Additional Term, unless specified otherwise herein.

IV. **FACILITY UTILITIES, SERVICES, AND MAINTENANCE.**

a. The City agrees to provide the following services and utilities, or reasonably similar substitutes, in each case for User's intended use:

i. **Utilities:**

1. Electric power in reasonable amounts
2. Water service in reasonable amounts,
3. Garbage removal in reasonable amounts, and
4. Use of any clean up facilities present at the Facilities.

ii. **Services/Equipment:**

1. Perimeter Security Fence (the "Fence"), which shall provide unbroken security around the stadium field at least 8' high, concessions building, and surrounding plazas/walkways on the days of User Activities. During the Use Term, but not on the day of a User Activity, breaks in the Fence will be created to allow for public use of the Facilities. Notwithstanding the previous sentence, portions of the Facilities identified as "secure" shall be for use solely by User throughout the Use Period each year.
2. Normal ground maintenance of the playing field, including replacement of turf, to a level that meets industry standards for an NCAA Collegiate Summer League,
3. Special pre-game field preparation,
4. City will provide a batting cage, L-screen, and a turf blanket to be used during batting practices and for practices
5. Press box equipment, including microphone and sound equipment, a sound system sufficient to conduct a professional-style baseball event, scoreboard, stadium wifi, and similar equipment that may be acquired or added.
6. Cleaning equipment and supplies for all areas of the Facilities.
7. Garbage receptacles with adequate capacity, in inconspicuous location(s).
8. Fully functioning concessions equipment and related point of sale equipment together with such additional equipment as may be added from time to time.

9. Adequate stadium lighting consistent with collegiate standards for night games.
10. Reasonable security for User's property and areas designated as office and storage areas.
11. Outdoor, secured storage capacity (on or off premises) for User's property and equipment (such as kiosks and oversized items) outside of the use period, as agreed to by the Parties.

iii. Maintenance of Facilities

1. The City shall maintain the Facility and all related equipment in good repair and operating condition during the continuance of this Agreement, except in case of damage arising from the intentional act or the gross negligence of the Users' clients, agents or employees.
 2. Restroom cleaning and maintenance, with paper supplies for User Activities to be determined in good faith by the Parties, purchased by City, and reimbursed by User.
- b. As a condition of use of the Facilities, User agrees to furnish and be responsible for the following services and items, and will be wholly responsible for paying for the same:
- i. A professional-like college summer baseball team for any Use Period in which this Agreement is in effect,
 - ii. User will be responsible for equipment and supplies needed for operation of the baseball team (including but not limited to ticketing and concessions supplies such as paper products) and installation of the equipment being provided by User,
 - iii. Game-day field set-up and post-game surface cleaning of Facilities to reasonable standards during any Use Period in which this Agreement is in effect,
 - iv. Removal and storage of all equipment and supplies from the Facilities within fifteen (15) days after the end of the season, except for any equipment stored in a team office or storage container on Facility premises as agreed by the Parties.
 - v. Baseball equipment not related to the field/Facility necessary to comply with league baseball standards.

- V. **PRIORITY RIGHT TO USE OF THE FACILITIES.** During the Primary Term of this Agreement and any Additional Terms, so long as the User remains in good standing, the User shall have the exclusive right to use of the Facilities for the operation of a professional-like college summer baseball team, provided that the City is not barred from allowing the use of the Facilities by any American Legion, Babe Ruth, high school, Clark College, or recreational adult city league baseball team or tournaments for such teams and their leagues at the Facilities so long as such games or tournaments do not conflict with the User's use of the Facilities as provided in this Agreement. With respect to permitted uses of the Facilities during a Use Period, User shall have first priority in scheduling Activities during each Use Period. The Parties agree that the intent of this provision is to effectively bar any third party from locating a professional, amateur, summer collegiate, minor league, major league or any other baseball team other than little league, Babe Ruth, American Legion, high school, Clark College, or recreational adult city league baseball team at the Facilities during the term of this Agreement, and any extensions hereto.
- VI. **LIMITATION ON DISRUPTION OF USE OF FACILITY.** If any maintenance, upgrades or improvements of or to the Facilities subject to this Agreement are performed during any effective term, the City shall not unreasonably disrupt the User's use of the Facilities, including the field, the stands and concessions during the User's scheduled use of the Facilities without the written approval of the User, which shall not be unreasonably withheld, conditioned or delayed. This provision shall not act to bar the upgrade, maintenance or improvement of the Facilities during the term of this Agreement, but shall limit and prohibit such maintenance or improvements which would unreasonably disrupt the User's use of the Facilities.
- VII. **PAYMENT.** As consideration for use of the facilities, User agrees to compensate the City as follows:
- a. **Capital Contribution.** User shall pay to the City \$100,000 prior to commencement of the Primary Term's first Use Period, to partially compensate for increased costs for RORC associated with meeting industry standards for NCAA Collegiate Summer League, including but not limited to –quality and quantity of stadium seating, Fence, sunken dugouts, and tabletop seating areas. Such payment shall be made by April 30, 2019.

- b. Base Use Fee. For each Use Period during the Primary Term, User shall pay to the City a Base Use Fee of \$6,000 for the Activities. Payment shall be made on or before September 1st of each year, beginning September 2019.
- c. Additional Use Fees. User may request use of the Facilities beyond the specified number of Activities, subject to the availability of the Facilities and payment of applicable fees. Events in which User is participating as part of another user's activity shall not count against User's activities.
- d. Game Tickets. User shall provide the City and Ridgefield School District 10 General Admissions tickets to each entity, for all User home games.

VIII. **RETAIL SALES AND CONCESSIONS.** User is permitted to conduct retail sales of food, drink, including beer and wine, and related merchandise at the Facilities during the Use Periods, subject to the following rules:

- a. Retail sales by the User are only allowed during the Activities.
- b. User shall keep the concession areas clean and shall keep all papers and refuse picked up and removed in the immediate area, in each case resulting from User's Activities.
- c. Except as otherwise provided as a feature of the Facilities, User shall provide appropriate locks to keep its materials, equipment and supplies locked up.
- d. Pursuant to applicable laws, smoking is not permitted in public facilities. The sale and/or distribution of all tobacco products, including, but not limited to cigarettes, cigars, pipes, smokeless tobacco, and e-cigarettes, anywhere at the Facilities is prohibited.
- e. Any temporary fixtures and equipment provided by User for concession services to the public shall not become property of the City as long as they can be removed without damage to City property.

IX. **ALCOHOLIC BEVERAGES.** User shall be allowed to sell beer (cans, plastic bottles, or draft) and wine as part of its concession business subject to the following additional restrictions:

- a. Beer sales will only occur at designated concession areas. Except as set forth in item (j) below, no beer or wine sales will be allowed after the seventh inning of a game. The User will maintain an overall family atmosphere throughout the stadium.
- b. Customers may only purchase a maximum of two (2) permitted alcoholic beverages at any one time.

- c. Except as set forth in item (j) below, no beer or wine will be sold more than ninety (90) minutes prior to the scheduled start of the game except for in approved private group pre-game gatherings within a designated private group area or concessions building second story club level.
 - d. All beer and wine sellers will take an alcohol server training program provided by the Washington Liquor Control Board.
 - e. No beer or other alcohol will be taken in or out of the Fence.
 - f. Public service announcements about alcohol abuse concerns will be made by the ballfield announcer, printed in the programs or on the scoreboard reader board.
 - g. Any provision herein to the contrary notwithstanding, User shall comply with all Washington State alcohol laws, including Liquor Control Board laws and license requirements. User shall ensure that all consumers of alcoholic beverages are of the legal age to drink alcoholic beverages.
 - h. In addition to the other insurance requirements contained herein, User shall maintain liquor liability insurance during all Use Periods in an amount of \$1,000,000 and shall name the City as an additional insured. A certificate (and any required endorsement) evidencing such insurance shall be presented to the City prior to each Use Period.
 - i. No promotional sales nights will be allowed which feature solely reduced beer or wine prices. The foregoing does not apply to in-game promotions that are not part of an advertised promotional night. Reduced beer or wine pricing may be part of a promotional sales night if it is commensurate with other reduced price food items.
 - j. Subject to obtaining permission from the Washington Liquor Control Board and approval from the City (which will not be unreasonably withheld), for special events, User may serve beyond the time frames identified in subparts (a) and (c) above, and may serve alcohol other than beer and wine in designated areas.
- X. **ADVERTISING.**
- a. Subject to the limitations set forth herein with respect to timing and content, User shall have exclusive rights to post advertising and promotional signs of any nature in the areas that are inside the Fence (during the Use Period), areas that would be inside the Fence (outside of the Use Period), or at any time on the outside of the Fence itself. Signage posted by User on the outfield fence of the stadium field may be displayed throughout the year. Unless otherwise agreed by

the City, signage posted by User that is not on the outfield fence must be removed within fifteen (15) days following the conclusion of each Use Period. Outside of the User Period, event-identifying signage (as distinguished from advertising signage) may be posted by parties other than User inside of what would be the Fence area. For purposes of this Agreement, the scoreboard, foul territory fencing and foul poles are considered part of the outfield fence.

- b. Posted advertising signs and/or banners must comply with the City's signage policies.
- c. User shall be allowed to post advertising signage for alcohol products inside the Fence of the Facilities, provided that:
 - i. All such signage shall be removed or covered during youth amateur sports events; and
 - ii. All such signage shall be removed at the end of each Use Period.
- d. In accordance with Ridgefield School District Policies, posted advertising that is prohibited includes, but is not limited to:
 - i. Promotes the possession or use of illegal drugs, tobacco, or firearms;
 - ii. Contains nudity, obscenity, or sexual innuendo;
 - iii. Contains profanity;
 - iv. Promotes unlawful activities;
 - v. Promotes hostility, disorder, or violence;
 - vi. Attacks or demeans any individual or group protected under the District's antidiscrimination policies;
 - vii. Contains defamatory messages;
 - viii. Promotes or discourages religion in a manner contrary to law;
 - ix. Promotes or opposes any political candidate or ballot proposition; or
 - x. Causes or is likely to cause material disruption of the learning environment.
- e. User has the right to procure advertisers and receive all revenue from advertising signage, team sponsorships, and facility sponsorship agreements (such as pouring rights and soft drink agreements for the Use Period, and Activities outside the Use Period) inside the Fence or on the outside of the Fence itself, provided that the foregoing does not include naming rights described in Section X(f) below. Pouring rights agreements may not exclude other users from sourcing product elsewhere outside of the Use Period, provided that display equipment (if

any) would, at User's option, be based on User's pouring agreement. However, the City reserves the right to determine that a given posted advertisement or facility sponsorship agreement is not in good taste or is inconsistent with the Facilities' use for public activities. Upon written notification of such unsuitability to Use, such advertisement will be promptly removed at no cost to the City. User shall also be responsible for removing all temporary advertising from the Facilities at the end of the Use Period.

- f. The City has exclusive rights to negotiate and (subject to part (ii) below) retain any and all revenue from an agreement or arrangement for naming rights of all primary elements (fields, designated play areas, primary building, and plaza area around primary building) of the Facilities, provided that, (i) the parties shall cooperate with respect to any naming rights agreements with commercial entities or brands, which agreements shall not restrict User's rights under Section X(e) above and (ii) with respect to any naming rights for a commercial entity or brand, the parties will discuss in good faith the financial impacts of any advertising, or sponsorship component of such agreement, and acknowledge that User is entitled to receive revenue based on such impacts-. User shall be permitted to post year-round "home of" signage subject to reasonable approval of the City as to location.

XI. **TAXES, FEES, AND REGULATIONS.**

- a. User is liable for all taxes, license fees, and similar costs that are imposed by the City or other units of government, which may be applicable to User's Activities.
- b. User is referred to the City's Finance Department for information, forms and applications for City-administered fees.
- c. User will comply with all applicable statutes, ordinances and regulations, and will obtain and pay for any applicable permits.

XII. **ACCEPTANCE AND SURRENDER OF FACILITIES.**

- a. User agrees to accept the designated City Facilities without modification to them, as they shall exist on the first day of the Primary Term's Use Period.
- b. User agrees to surrender the Facilities to the City at the end of its use in the same condition as when accepted, except for any authorized User improvements to the Facilities, and User shall do its best to avoid damages to the Facilities. User shall obtain the City's written review and approval prior to making any improvements to the Facilities. Unless otherwise agreed, any such improvements

shall become the property of the City upon completion. User is liable for the costs of repair for any damage precipitated by its use to the Facilities occurring during any Use Period and attributable to the intentional action or gross negligence of User or its agents or guests

XIII. **ALTERATIONS TO THE PROPERTY.** Alterations to the Facilities may only be made after obtaining the written permission of the City. User may remove any of its temporary fixtures from the Facilities on termination of this Agreement if such removal will not cause damage to the Facilities. All other fixtures or alterations become the property of the City upon completion by User and acceptance by the City.

XIV. **LIABILITIES AND INSURANCE.**

- a. The User shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the User, its agents, employees, representatives or subcontractors that arise in connection with the Activities carried on under this Agreement where such liability is incurred in whole or in part as a result of the actions of the User, its employees, assignees, invitees, licensees or agents. In the event of any claim against the City or against both the City and the User involving an allegation of negligence, intentional act, or breach of duty on the part of the User, the User shall be responsible for promptly providing a defense to the City. In the event of an ultimate finding of sole negligence by the City, its officers, employees, principals, or agents, the City shall reimburse the User for its defense costs and shall satisfy any judgment against it. In the event of an ultimate finding of concurrent negligence by the User and the City the User's and the City's responsibility for defense costs and for satisfying any judgment shall be proportionate to the percentage of each party's negligence or that of its agents, employees, representatives and subcontractors. In the event of an ultimate finding of no negligence by the City, the User shall have total responsibility for defense costs and for satisfying any judgment.

The User shall provide automobile liability insurance (where applicable) and comprehensive general liability insurance in an amount acceptable to the City (not less than \$1,000,000), and shall name the City as an additional insured on

all policies together with any required endorsement. User will provide the City with an insurance certificate evidencing the coverage at least annually.

- b. The User shall provide Workers Compensation coverage for its employees as required by law. The User specifically agrees to defend and indemnify the City from claims or suits brought by User's own employees against the City; and for that purpose, the User specifically agrees not to assert any immunity available to it under the Workers Compensation Act as a defense to a claim by the City for indemnification under this Section; provided that this indemnity shall not extend to losses, damages, or injuries that result solely from the willful or negligent acts or omissions of the City or its agents, employees, invitees, or licensees.
- c. The City and the User agree that, in the event of a loss at the Facilities occasioned by fire and such other perils as are covered in the provisions of the parties' fire or all-risk policies, they will waive all rights of subrogation in favor of their respective insurance carriers for losses either has incurred, but only to the extent that such losses are actually covered by their respective insurance carriers and to the extent that the foregoing waiver does not impair or otherwise adversely affect present or continuing coverage from the carrier.

The City represents that it presently maintains fire insurance coverage on the Facilities subject to a \$5,000 self-retention/deductible. The User may inquire on an annual basis as to whether the foregoing status has changed. After any such inquiry, if the City's self-retention/deductible amount has increased to a level the User finds unacceptable, the User may initiate the dispute resolution process contained within subsection XXII of this Agreement.

- d. In addition to the above, the User agrees to indemnify and hold harmless the City and all its officers, agents and employees as to any claims for losses or damages or injuries to persons, to property, or to agents of the User or as to claims for infringement or deprivation of constitutional rights that arise in connection with the Activities carried on under this Agreement where such liability is incurred in whole or in part as a result of the actions of the User, its employees, assignees, agents, invitees, or licensees. In the event of any such claims or lawsuits, the User shall assume all costs of defense, including any costs and fees incurred by the City or its agents.

- XV. **RESPONSIBILITY FOR CONDUCT OF INVITEES.** User shall provide adequate security and crowd control/overflow setup, and further assumes full responsibility for

the conduct of persons at the Facilities with the consent of, or at the invitation of, the User. The User assumes the duty of protecting property of the City from the acts of such persons, and for these purposes, the "property of the City" means not only the Facilities herein, but related facilities owned by the City as well. - Such responsibility also includes loss of, repair to, or replacement of City property damaged or destroyed by the intentional act or omissions of User, its agents, licensees or invitees.

- XVI. **EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.** The User agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed or as subsequently enacted. User will not discriminate in employment, provision of services, or any other activity against any person on the grounds of race, color, creed, mental or physical handicap, age, sexual orientation, or gender.
- XVII. **HAZARDOUS MATERIALS.** User warrants that it will not produce, dispose of, or keep at the Facilities herein any hazardous substance, toxic waste, or other substance which, if found at the Facilities, would subject the City or User to any damages, penalty, or liability under an applicable local, state, or federal law or regulation. User shall indemnify and hold harmless the City with respect to any and all damages, costs, attorney fees, and penalties arising from any activities regarding such substances at the Facilities.
- XVIII. **TERMINATION OF AGREEMENT.**
- a. The Parties shall have the remedies set forth herein in the event of the other parties' default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law. In the event of any default of any condition or obligation under this Agreement, a breach of law or regulation, or misfeasance or a default in any manner, the non-defaulting party shall notify the defaulting party in writing of said default. The defaulting party may cure such breach or default within thirty (30) days of written notice, except for the payment of any funds due which shall be cured within ten (10) days of receipt of the notice of default. If default cannot be reasonably be cured within thirty (30) days, the curing party will not be in default if it has commenced cure within such thirty (30) days and continues to diligently pursue such cure through conclusion.
 - b. Unless adequate assurances of cure have been received by the City during this period, the City (if it is the non-defaulting party) may in its sole discretion,

immediately suspend the User from further activities upon the occurrence of a material default involving public safety or payment of any funds due under subsection VII of this Agreement, until such default is cured or reasonable measures are initiated to prevent future similar material default. If the defaulting party has cured or otherwise remedied a material default, or initiated reasonable measures to prevent future similar material default, within the applicable time period, or has commenced and pursued such cure or reasonable measures as described above, then this Agreement may not be terminated. If the defaulting party has not cured or otherwise remedied the default within such time period, or commenced such cure or remedy, then thereafter the non-defaulting party shall have the sole election to terminate this Agreement effective as of the end of the second season after the season in which delivery of written notice of termination to the defaulting party prior to the cure or remedy of the default was given. For purposes of this paragraph, notice given outside of a Use Period is deemed given during the next Use Period. If the default is cured or remedied, or reasonable prevention measures initiated, or cure or measures commenced as provided above, prior to the delivery of the written notice of termination by the defaulting party, then there shall be no right of termination. Delivery shall be effective upon mailing as evidenced by the postmark or upon personal service. The notice of default and the notice of termination shall specify the grounds for default or termination.

- c. Notwithstanding notice of termination and during the pendency of any termination notice, User shall continue to pay the City amounts due under this Agreement and, unless otherwise requested by the City, shall fully and faithfully continue to perform its obligations under this Agreement. Amounts due the City by User under this Agreement shall be prorated to the date of termination, taking into account any damages suffered by the City arising of this Agreement.

- XIX. **ASSIGNMENT**. This Agreement may be assigned by the User (i) in connection with a transfer of all or substantially all of the assets of the User in a bona fide transaction, or (ii) after obtaining the written consent of the City, which shall not be unreasonably withheld. Upon acceptance of the obligations under this Agreement by an assignee User, the assignor User shall have no further liability hereunder.
- XX. **RIGHTS OF USER AND USER'S EMPLOYEES**. By executing this Agreement, the Parties are not establishing any joint venture, joint undertaking, partnership or the

like. No personnel employed or utilized by the User shall acquire any rights or status as employees of the City or in the civil service system, nor shall they be deemed employees or agents of the City for any purpose. The User shall be responsible in full for any payment due its employees, including workers compensation and related costs. No User personal vehicles will be allowed to park inside the Fence or block gate entrance areas.

- XXI. **ALL WRITINGS CONTAINED HEREIN.** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The User has read and understands all of this Agreement, and now states that no representation, promise, or agreement not expressed in this agreement has been made to induce the User to execute the same. This Agreement may be amended or modified only with the written consent of the Parties.
- XXII. **DISPUTE RESOLUTION.** Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.
- XXIII. **CITY COUNCIL APPROVAL.** The Ridgefield City Council has approved execution of this Agreement by a Motion to Approve.
- XXIV. **SEVERABILITY.** If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Party will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' Agreement herein.