



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, June 13, 2019
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

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

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

II. 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 the May 23, 2019 Meeting**

IV. BUSINESS

- 1. Second Reading of Ordinance No. 1293 – Vancouver Clinic Development Agreement - Bryan Kast, Public Works Director**
- 2. Second Reading of Ordinance No. 1294 – South Wells Drive Development Agreement - Bryan Kast, Public Works Director**
- 3. Resolution No. 557 – Approval of Designation of Official Newspaper - Kirk Johnson, Finance Director**
- 4. Motion - Approval of Lease Agreement with FDM Development, Inc - Police Department Facility - John Brooks, Police Chief**
- 5. Motion - Approval of Interlocal Agreement with Clark County - Traffic Signal - Bryan Kast, Public Works Director**

V. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and Approval of Resolution No. 558 – 2020-2025 Transportation Improvement Program - Bryan Kast, Public Works Director**

VI. PUBLIC COMMENT

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

VII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council
2. Mayor
3. City Manager

VIII. ADJOURN

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

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 2019
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 13 2019 - CLAIMS REPORT (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: June 13, 2019

3.1.a

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
AAA PROPERTIES INC.	3331	3331-201906	Genl Govt/Facilities	Business License Fee Refund - AAA Properties Inc.	50.00
AAA PROPERTIES INC. Total					50.00
ARAMARK UNIFORM SERVICES	32	863984791	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	3.90
			Community Development	Floor Mats - City Hall/PW/CDD/PD	3.93
		863984790	Genl Govt/Facilities	PW Uniforms and Floor Mats	2.35
			Public Works	PW Uniforms and Floor Mats	44.30
			Community Development	PW Uniforms and Floor Mats	9.66
		8693974680	Genl Govt/Facilities	Uniforms and PW Floor Mats	2.35
			Public Works	Uniforms and PW Floor Mats	44.30
			Community Development	Uniforms and PW Floor Mats	9.66
		863994914	Genl Govt/Facilities	Floor Mats - City Hall/PW/CDD/PD	7.70
			Public Safety	City Hall/PW/CDD/PD Floor Mats	4.47
			Public Works	Floor Mats - City Hall/PW/CDD/PD	3.30
			Community Development	Floor Mats - City Hall/PW/CDD/PD	3.92
		863994913	Genl Govt/Facilities	PW Uniforms and Floor Mats	2.48
			Public Works	PW Uniforms and Floor Mats	47.41
			Community Development	PW Uniforms and Floor Mats	9.66
ARAMARK UNIFORM SERVICES Total					210.95
B AND L PAPER COMPANY	2165	27624	Genl Govt/Facilities	CDD Product Return Credit Memo	(23.47)
			Public Works	CDD Product Return Credit Memo	(126.02)
			Community Development	CDD Product Return Credit Memo	(149.50)
		28383	Genl Govt/Facilities	PW Shop & Parks Paper Supplies	11.56
			Public Works	PW Shop & Parks Paper Supplies	972.48
		28382	Genl Govt/Facilities	City Hall Roll Towels	136.58
B AND L PAPER COMPANY Total					821.63
CATHY DORIOT	79	0079-20190531	Public Safety	Meals per-diem - West Point Leadership Training	319.00
CATHY DORIOT Total					319.00
CHMELIK SITKIN & DAVIS	3294	93271	Genl Govt/Facilities	Park Laundry Eval. Remediation - April 2019	2,007.50
CHMELIK SITKIN & DAVIS Total					2,007.50
CHOUGH INC.	3327	56734	Genl Govt/Facilities	PD Uniforms	(58.27)
			Public Safety	PD Uniforms	751.99
CHOUGH INC. Total					693.72
CITY OF BATTLE GROUND	92	INV00139	Judicial	Feb. 2019 Video Arraignments and Public Defender	510.00
		INV00137	Judicial	Jan 2019 Video Arraignments	80.00
CITY OF BATTLE GROUND Total					590.00
CLARK COUNTY	102	CI002776	Judicial	April 2019 Supervisions & Pretrials	596.16
CLARK COUNTY Total					596.16
CLARK COUNTY TRANSMISSION	3114	1166	Public Safety	PD Vehicle Maintenance	179.94
CLARK COUNTY TRANSMISSION Total					179.94

Attachment: June 13 2019 - CLAIMS REPORT (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: June 13, 2019

CLARK PUBLIC UTILITIES	110	7206-643-4-20190613	Public Works	400 N Abrams Park Rd	1,264.23
		7206-555-0-20190613	Public Works	109 W Division St - Electricity	166.89
		7206-580-8-20190613	Public Works	301 N 3rd Ave	42.64
			Community Development	301 N 3rd Ave	42.63
		7206-552-7-20190613	Public Works	214 S Riverview Dr	111.96
		7206-578-2-20190613	Genl Govt/Facilities	230 Pioneer Ave	137.50
		7206-605-3-20190613	Public Works	N 1st Cir & N 65th Ave - Park & Ride	62.90
		7206-645-9-20190613	Public Works	N Abrams Park/E Division	258.30
		7206-456-1-20190613	Public Safety	116 N Main Avenue	169.58
		7206-648-3-20190613	Public Works	Municipal Lighting Lease	6,899.34
		7206-694-7-20190613	Public Works	255 S 56th Pl - Electricity	2,529.20
		7206-644-2-20190613	Public Works	City Park/Water Well	2,146.33
CLARK PUBLIC UTILITIES Total					13,831.50
CLEAN WORLD MAINTENANCE INC	3105	43399	Genl Govt/Facilities	Janitorial Services - May 2019	406.78
			Public Safety	Janitorial Services - May 2019	230.40
			Public Works	Janitorial Services - May 2019	169.99
			Community Development	Janitorial Services - May 2019	10.37
CLEAN WORLD MAINTENANCE INC Total					817.54
COLUMBIA FORD	504	501584	Public Safety	PD Vehicle Maintenance	270.25
COLUMBIA FORD Total					270.25
COLUMBIAN PUBLISHING	116	11833	Public Works	6yr Transportation Plan & Title 18 updates	36.00
			Community Development	6yr Transportation Plan & Title 18 updates	45.00
		11838	Community Development	Timm Rd. RV Storage SEPA Review	115.20
		11718	Genl Govt/Facilities	Inv. to Bid Official Newspaper	32.40
COLUMBIAN PUBLISHING Total					228.60
COMCAST BUSINESS	1666	80951417	Genl Govt/Facilities	Internet Services - City Hall - May 2019	366.45
COMCAST BUSINESS Total					366.45
COMDATA NETWORK INC.	1101	20314383	Genl Govt/Facilities	PW/CDD Fuel XN173	122.29
			Public Works	PW/CDD Fuel XN173	1,885.72
			Community Development	PW/CDD Fuel XN173	227.60
		20315066	Genl Govt/Facilities	PW/CDD Fuel XN173	81.29
			Public Works	PW/CDD Fuel XN173	1,253.58
			Community Development	PW/CDD Fuel XN173	431.03
		20314384	Public Safety	PD Fuel - XN795	1,178.18
		20315071	Public Safety	PD Fuel NX795	1,348.45
COMDATA NETWORK INC. Total					6,528.14
CONSERVATION TECHNIX INC.	1821	818	Public Works	Ridgefield Parks and Recreation Plan Update	3,908.45
CONSERVATION TECHNIX INC. Total					3,908.45
CORE & MAIN LP	2906	K541722	Public Works	Water Supplies	43.60
CORE & MAIN LP Total					43.60
CRIMINAL JUSTICE TRAINING COMMISSION	2721	201132483	Public Safety	Handgun Instructor Training - Pettit	300.00
CRIMINAL JUSTICE TRAINING COMMISSION Total					300.00
CUSTOMINK LLC	2718	30574926	Genl Govt/Facilities	BP - Big Paddle Fanny Packs	1,292.13
CUSTOMINK LLC Total					1,292.13

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DENISE GERVAIS	2997	2997-201906	Genl Govt/Facilities	Abrams Park Refundable Deposit - Gervais	100.00
DENISE GERVAIS Total					100.00
DEPARTMENT OF LICENSING	154	RG0000345-2019	Genl Govt/Facilities	CPL-Pritchett 2019	18.00
		RG0000347-2019	Genl Govt/Facilities	CPL - Wright 2019	21.00
		RG0000344-2019	Genl Govt/Facilities	CPL License - Brown	18.00
		RG0000346-2019	Genl Govt/Facilities	CPL-Pritchett 2019	18.00
		Street Sweeper	Genl Govt/Facilities	WA Use/Sales Tax	5,712.00
DEPARTMENT OF LICENSING Total					5,787.00
DICK'S TIRE FACTORY	158	D27736	Public Safety	PD Vehicle Maint.	41.21
DICK'S TIRE FACTORY Total					41.21
ECOLOGICAL LAND SERVICES	3130	2032074	Community Development	Wetland Mitigation Consulting - Pioneer Village	3,473.00
		2032069	Community Development	Wetland Mitigation Consulting - Pioneer Frontage	3,867.25
ECOLOGICAL LAND SERVICES Total					7,340.25
ELCOR INC	2081	MSP-11573	Public Safety	Information Technology Services - May 2019	1,520.01
			Public Works	Information Technology Services - May 2019	1,304.16
			Community Development	Information Technology Services - May 2019	1,351.13
			Information Technology	Information Technology Services - May 2019	2,918.09
		811615	Genl Govt/Facilities	CDD Director Computer/Finance Intern Monitor	223.09
			Community Development	CDD Director Computer/Finance Intern Monitor	2,005.83
ELCOR INC Total					9,322.31
EWING VANCOUVER	2374	7491877	Public Works	Parks Supplies	404.29
EWING VANCOUVER Total					404.29
FDM DEVELOPMENT INC.	3036	COM-19-0015	Genl Govt/Facilities	Refund COM-19-0015	425.00
		COM-19-0016	Genl Govt/Facilities	Refund COM-19-0016	425.00
FDM DEVELOPMENT INC. Total					850.00
FERGUSON ENTERPRISES INC # 8423	181	768019	Public Works	Waer Supplies	121.23
		765916	Genl Govt/Facilities	Water Meters	(906.46)
			Public Works	Water Meters	11,697.68
FERGUSON ENTERPRISES INC # 8423 Total					10,912.45
GISI MARKETING GROUP	2811	151861	Public Works	Bus. Cards-May Smithline Freimuth DeMoss Sturm	108.44
			Community Development	Bus. Cards-May Smithline Freimuth DeMoss Sturm	112.20
			Finance	Bus. Cards-May Smithline Freimuth DeMoss Sturm	78.54
			Administration	Bus. Cards-May Smithline Freimuth DeMoss Sturm	74.80
		151908	Genl Govt/Facilities	Business Cards - Weichman	20.27
			Public Works	Business Cards - Weichman	40.54
			Community Development	Business Cards - Weichman	141.90
		151946	Genl Govt/Facilities	Spudder Fest Handbills	372.90
GISI MARKETING GROUP Total					949.59
GRAY AND OSBORNE INC	207	19256.00-1	Community Development	Teal Crest Final Plat	887.92
		19245.00-2	Community Development	Magnolia Heights Final Plat	123.98
		19234.00-4	Public Works	Water Systems Plan Update	1,613.22
		18274.00-11	Public Works	Abrams Park Well 11	12,704.02
GRAY AND OSBORNE INC Total					15,329.14
GSI WATER SOLUTIONS INC.	2971	0727.001-11	Public Works	Hydrological Study	6,210.61

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GSI WATER SOLUTIONS INC. Total					6,210.61
H.D. FOWLER COMPANY	2036	I5152694	Public Works	Water Supplies	75.44
H.D. FOWLER COMPANY Total					75.44
HARRY'S LAWN AND POWER EQUIPMENT	214	160506	Public Works	Storm/Streets Tools & Maintenance	226.60
		160508	Public Works	Parks/Streets/Cemetery Brushcutter	563.64
		160507	Public Works	Storm water tools	43.42
		160505	Public Works	Parks Supplies	89.47
HARRY'S LAWN AND POWER EQUIPMENT Total					923.13
HOME DEPOT CREDIT CARD SERVICES	1805	9311267	Public Works	Cemetery Supplies	90.62
HOME DEPOT CREDIT CARD SERVICES Total					90.62
HONEY BUCKETS	223	551091763	Public Works	Weekly Service 5/24/19-6/20/19	298.00
HONEY BUCKETS Total					298.00
J2 BLUE PRINT SUPPLY	243	AR67906	Genl Govt/Facilities	BP - Posters	208.13
		AR68030	Public Works	No Event Parking Signs	455.28
		AR67778	Genl Govt/Facilities	Big Paddle Signage	481.84
J2 BLUE PRINT SUPPLY Total					1,145.25
JENNEFER HERZ	3330	3330-201906	Genl Govt/Facilities	Park Refundable Deposit - Herz	100.00
JENNEFER HERZ Total					100.00
KAREN NENDZE	3323	3323-201906	Genl Govt/Facilities	Abrams Park Refundable Deposit - Nendze	100.00
KAREN NENDZE Total					100.00
KAYLA RAMSAY	3322	3322-201906	Genl Govt/Facilities	Abrams Park Refundable Deposit - Ramsay	100.00
KAYLA RAMSAY Total					100.00
LOUISA GARBO	3332	3332-20190603	Community Development	Milleage & Parking Reimb. - Garbo	42.73
LOUISA GARBO Total					42.73
MARIUS L MALATTIA	1817	125	Community Development	Design Reviews - May 2019	1,760.00
MARIUS L MALATTIA Total					1,760.00
MAUL FOSTER ALONGI INC.	834	35333	Genl Govt/Facilities	April 2019 Park Laundry Grant Assistance	812.50
MAUL FOSTER ALONGI INC. Total					812.50
MEGAN DUDLEY	2864	2864-201906	Genl Govt/Facilities	Abrams Park Refundable Deposit - Dudley	100.00
MEGAN DUDLEY Total					100.00
MJB CONSULTING INC	3117	1828	Genl Govt/Facilities	State Lobbyist - May 2019	2,766.64
MJB CONSULTING INC Total					2,766.64
MR. SPRINKLER INC.	1097	15302	Public Works	Parks Irrigation	540.00
MR. SPRINKLER INC. Total					540.00
MUNICIPAL CODE CORP.	1185	327783	Genl Govt/Facilities	Codification	1,331.96
MUNICIPAL CODE CORP. Total					1,331.96
NAPA AUTO PARTS	498	118803	Genl Govt/Facilities	Shop Supplies & Streets/Storm Vehic. Maint.	1.18
			Public Works	Shop Supplies & Streets/Storm Vehic. Maint.	60.67
		118959	Public Works	Parks/Streets Supplies	215.79
		119837	Genl Govt/Facilities	Vehicle Maint - Tad's Vehicle	4.07
			Public Works	Vehicle Maint - Tad's Vehicle	23.03
NAPA AUTO PARTS Total					304.74
NORTHSTAR CHEMICAL INC.	1019	144649	Public Works	Sodium Hypochlorite	922.92
NORTHSTAR CHEMICAL INC. Total					922.92

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NORTHSTAR TRUCK SALES INC	3325	3471	Genl Govt/Facilities	Street Sweeper	(5,712.00)
			Public Works	Street Sweeper	36,856.00
			Public Works	Street Sweeper	36,856.00
NORTHSTAR TRUCK SALES INC Total					68,000.00
NORTHWEST NATURAL GAS	315	8578-7-201906	Public Works	PW Shop - Natural Gas	24.55
		8817-9-201906	Genl Govt/Facilities	City Hall - Natural Gas	56.92
		1000591-6-201906	Public Safety	Police Department - Natural Gas	19.33
NORTHWEST NATURAL GAS Total					100.80
NORTHWEST STAFFING	522	4101669	Public Works	Temp Services - Ricardo	279.84
		4101867	Community Development	Temp Services - Riccardo	447.48
		4101468	Public Works	Temp Services - Riccardo	373.12
NORTHWEST STAFFING Total					1,100.44
NW OFFICE INTERIORS	3282	17215	Genl Govt/Facilities	RACC Partitions	152.27
			Public Works	RACC Partitions	96.73
			Community Development	RACC Partitions	531.09
NW OFFICE INTERIORS Total					780.09
OFFICE MART	321	15355	Genl Govt/Facilities	Louisa Chair	(28.06)
			Community Development	Louisa Chair	362.06
OFFICE MART Total					334.00
ONE CALL CONCEPTS	326	9059096	Public Works	Excavation Notifications & Modem Ticket Delivery	253.44
ONE CALL CONCEPTS Total					253.44
ON-HOLD CONCEPTS INC	2217	483866	Information Technology	On Hold Music Service	24.95
ON-HOLD CONCEPTS INC Total					24.95
OUTBOUND REALTY MARKETING & ANALYTIC SOLUTIONS INC	3319	1003	Genl Govt/Facilities	Portengine Software	24,592.50
OUTBOUND REALTY MARKETING & ANALYTIC SOLUTIONS INC Total					24,592.50
OUTDOOR ALUMINUM	3309	190480	Community Development	Project: RORC Bleachers-Rev 1 2 each LDLW 3-66 Aluminum non-el	10,717.51
		190464	Community Development	RORC Bleachers	41,911.78
OUTDOOR ALUMINUM Total					52,629.29
PACIFIC OFFICE AUTOMATION	1564	63606087	Genl Govt/Facilities	Copier Lease - City Hall/CDD/PW/PW Printer	547.78
			Public Works	Copier Lease - City Hall/CDD/PW/PW Printer	600.01
			Community Development	Copier Lease - City Hall/CDD/PW/PW Printer	15.34
PACIFIC OFFICE AUTOMATION Total					1,163.13
PARKS FOUNDATION OF CLARK COUNTY	1099	12714	Public Works	Membership	250.00
PARKS FOUNDATION OF CLARK COUNTY Total					250.00
PATRICK HILDRETH BRAND AND DESIGN	2372	1379	Genl Govt/Facilities	Professional Design & Web Maintenance	670.00
			Information Technology	Professional Design & Web Maintenance	525.00
PATRICK HILDRETH BRAND AND DESIGN Total					1,195.00
PETTY CASH	495	0495-201906	Genl Govt/Facilities	Julie Ferris/Dungeon Donuts and USPS	59.80
PETTY CASH Total					59.80
PIONEER PEST MANAGEMENT	2040	307480	Public Safety	PD Pest Management	107.32
		305923	Genl Govt/Facilities	City Hall Pest Control	129.00
		309386	Genl Govt/Facilities	City Hall Pest Management	215.72
PIONEER PEST MANAGEMENT Total					452.04
PITNEY BOWES	341	308949399	Genl Govt/Facilities	Postage Machine Lease	466.77

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PITNEY BOWES Total					466.77
PUBLIC SAFETY TESTING	354	PST119-0083	Public Safety	PD Background Checks	3,491.50
PUBLIC SAFETY TESTING Total					3,491.50
PURCHASE POWER	356	0356-201906	Genl Govt/Facilities	Postage	500.00
PURCHASE POWER Total					500.00
QUICK LANE TIRE AND AUTO CENTER	3050	395272	Public Safety	PD Vehicle Maint	81.18
QUICK LANE TIRE AND AUTO CENTER Total					81.18
RC THREE LLC	3321	PLZ-18-0068	Genl Govt/Facilities	Refund PLZ-18-0068	794.00
RC THREE LLC Total					794.00
REFLECTOR	369	109938	Genl Govt/Facilities	Inv. to Bid Official Newspaper	31.39
REFLECTOR Total					31.39
RICK BUCKNER POLYGRAPH	1092	20190518	Public Safety	Polygraph Services - May 2019	300.00
RICK BUCKNER POLYGRAPH Total					300.00
RIDGEFIELD HARDWARE	376	0376-20190603	Genl Govt/Facilities	Ridgefield Hardware Supplies - April/May 2019	201.54
			Public Safety	Ridgefield Hardware Supplies - April/May 2019	38.54
			Public Works	Ridgefield Hardware Supplies - April/May 2019	1,654.46
			Community Development	Ridgefield Hardware Supplies - April/May 2019	28.02
RIDGEFIELD HARDWARE Total					1,922.56
RIDGEFIELD LANDSCAPE PRODUCTS	3021	3021-20190613	Public Works	Clean up - streets/parks	1,038.23
RIDGEFIELD LANDSCAPE PRODUCTS Total					1,038.23
RIDGEFIELD SCHOOL DISTRICT	378	PLZ-19-0049	Genl Govt/Facilities	Refund PLZ-19-0049	570.00
RIDGEFIELD SCHOOL DISTRICT Total					570.00
SHRED-IT US JV LLC	2274	8127394511	Genl Govt/Facilities	Secure Shredding - RACC	1.00
			Public Works	Secure Shredding - RACC	15.64
			Community Development	Secure Shredding - RACC	16.64
SHRED-IT US JV LLC Total					33.28
SIMPLOT PARTNERS	606	212078597	Public Works	Parks Supplies	1,474.24
SIMPLOT PARTNERS Total					1,474.24
SKAMANIA COUNTY SHERIFF'S OFFICE	1554	1554-20190520	Public Safety	April 2019 Jail Beds	1,140.00
SKAMANIA COUNTY SHERIFF'S OFFICE Total					1,140.00
STAPLES CONTRACT & COMMERCIAL INC	2884	8054509605	Genl Govt/Facilities	Office and Operational Supplies	326.89
			Public Safety	Office and Operational Supplies	189.00
			Public Works	Office and Operational Supplies	4.65
			Community Development	Office and Operational Supplies	1,061.63
			Council	Office and Operational Supplies	162.63
			Finance	Office and Operational Supplies	14.37
			Administration	Office and Operational Supplies	161.29
STAPLES CONTRACT & COMMERCIAL INC Total					1,920.46
STEVEN THOMSON	3329	3329-201906	Genl Govt/Facilities	Reimb - Lean Trainging Supplies	404.36
STEVEN THOMSON Total					404.36
TERESA D JOHNSON CPA INC.	561	5108	Finance	Revision of 2018 Annual Report	515.20
TERESA D JOHNSON CPA INC. Total					515.20
THE MASTERS TOUCH LLC	1786	63505	Public Works	Utility Statements May 2019	869.82
		P63505	Public Works	Utility Statements May 2019	1,076.56

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THE MASTERS TOUCH LLC Total						1,946.38
THE PARR COMPANY	964	26456751	Genl Govt/Facilities	BP - Big Paddle Supplies Refundable Deposit	(520.32)	
		26456789	Public Works	RORC Construction Supplies	180.81	
		26456547	Community Development	CDD Supplies	12.02	
		26455130	Public Works	Water Supplies	3.78	
		26454727	Public Works	Water Supplies	4.55	
		26456759	Public Works	RORC Construction Supplies	495.79	
		26456461	Genl Govt/Facilities	BP - Big Paddle Plywood	135.28	
THE PARR COMPANY Total						311.91
THERESA PATERSON	3097	53351	Public Safety	PD Balloons	24.39	
		397083	Genl Govt/Facilities	1SAT - May First Saturday Floral	108.40	
THERESA PATERSON Total						132.79
TOKAY SOFTWARE	1167	108415	Genl Govt/Facilities	Water Records Expanded Link NAV Exist	(218.40)	
			Public Works	Water Records Expanded Link NAV Exist	2,818.40	
TOKAY SOFTWARE Total						2,600.00
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS	459	INV028763	Public Safety	WASPC Spring 2019 Conf. Registration	300.00	
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS Total						300.00
WA OFFICE OF SECRETARY OF STATE	1016	9880	Genl Govt/Facilities	Archive Boxes	96.58	
WA OFFICE OF SECRETARY OF STATE Total						96.58
WA STATE DEPARTMENT OF TRANSPORTATION	688	RE44JD14560L014	Public Works	Vactor Work - April 2019	696.56	
		RE44JD16200L007	Public Works	45th Avenue Roundabout Review/Inspection	190.44	
WA STATE DEPARTMENT OF TRANSPORTATION Total						887.00
WASHINGTON CITY/COUNTY MANAGEMENT ASSOC	3324	3324-2019	Human Resources	WCMA Membership Renewal	126.00	
			Administration	WCMA Membership Renewal	189.00	
WASHINGTON CITY/COUNTY MANAGEMENT ASSOCIATION Total						315.00
WASHINGTON TRACTOR INC.	2275	1833757	Public Works	John Deere Flail Mower Maintenance	319.39	
WASHINGTON TRACTOR INC. Total						319.39
WILCOX AND FLEGEL	1469	0380746-IN	Genl Govt/Facilities	Diesel Fuel	73.19	
			Public Works	Diesel Fuel	1,095.92	
WILCOX AND FLEGEL Total						1,169.11
Grand Total						275,413.15

Attachment: June 13 2019 - CLAIMS REPORT (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 2019

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from the May 23, 2019 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: 05-23-2019 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
May 23, 2019

Regular Meeting - 6:30 PM

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

Flag Salute - [6:30 PM](#)

ROLL CALL

Attendee Name	Title	Status	Arrived
Ron Onslow	Councilor	Present	
David Taylor	Councilor	Absent	
Lee Wells	Councilor	Present	
Don Stose	Mayor	Present	
Darren Wertz	Councilor	Present	
Sandra Day	Councilor	Present	
Jen Lindsay	Councilor	Present	

MOTION: Council Member Wertz moved to excuse Council Member Taylor from the meeting.

SECOND: Council Member Day.

Vote - Yes: Council Member Day, Wertz, Lindsay, Onslow, Wells and Mayor Stose.

Vote - No: None

Motion Passed.

LATE CHANGES TO THE AGENDA

PUBLIC COMMENT

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Day, Councilor
SECONDER:	Lee Wells, Councilor
AYES:	Onslow, Wells, Stose, Wertz, Day, Lindsay
ABSENT:	Taylor

1. Approval of Claims And/Or Payroll

2. Approval of Minutes from May 9, 2019 Meeting

PROCLAMATION

Ridgefield Trails Day

Attachment: 05-23-2019 (Approval of Minutes)

BUSINESS**1. Second Reading of Ordinance No. 1291 - Ridgefield Development Code Addition - Binding Site Plan - Louisa Garbo, Community Development Director**

The City is proposing an addition to the Ridgefield Development Code establishing a binding site plan process. The binding site plan is an alternative procedure of land division established under RCW 58.17.035 and intended to promote orderly and efficient development. The division of property by the binding site plan process may be used only for a) the division of land for the sale or lease of commercial, industrial, or other non-residentially zoned property; or b) the division of land involving improvements constructed or to be constructed that will be one or more condominiums or owned by an associated or other legal entity. The binding site plan process is substantially similar to the short plat process, with certain exceptions intended to facilitate efficient commercial and industrial development. There is not a limit on the total number of lots created using a binding site plan. In addition, binding site plans may be amended using a Type I process to allow flexible phased development.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1291 AS PRESENTED.

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

PUBLIC HEARING/BUSINESS**1. Public Hearing and First Reading of Ordinance No. 1293 - Vancouver Clinic Development Agreement - Bryan Kast, Public Works Director**

This Development Agreement recognizes the Right of Way dedication for S. 56th Place and S 1st Circle and construction of a section of S 1st Circle. In exchange, the City commits to bring the addition of 56th Place and S 1st Circle to the City Council as part of the 2019 Capital Facilities Plan Update. This action is meant to establish S 56th Place and S 1st Circle ROW dedication and improvements as TIF Credit eligible.

Mayor Opened the Public Hearing: 6:44PM

No testimony received.

Mayor Closed the Public Hearing: 6:44PM

First reading conducted.

2. Public Hearing and First Reading of Ordinance No. 1294 – South Wells Drive Development Agreement - Bryan Kast, Public Works Director

This Development Agreement recognizes the Right of Way dedication for S. 56th Place and S 1st Circle and construction of a section of S 1st Circle. In exchange, the City commits to bring the addition of 56th Place and S 1st Circle to the City Council as part of the 2019 Capital Facilities Plan Update. This action is meant to establish S 56th Place and S 1st Circle ROW dedication and improvements as TIF Credit eligible.

Mayor Opened the Public Hearing: 6:47PM

No testimony received.

Mayor Closed the Public Hearing: 6:47PM

First reading conducted.

PUBLIC COMMENT - [6:48 PM](#)

Roy Garrison - Resident

Understand that parking for the Raptors game will be a zoo. When will we have additional parking in downtown? Possibly a parking garage/structure.

Joe Melroy - Resident

Thanked staff and contractor for finishing up road construction on time on S 8th Avenue.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Day - Attended Parks Foundation Luncheon, duck pond meeting with Ridgefield Superintendent, Meaningful Movie "Living in Future's Past", CRWWD meeting, School Board meeting, Main Street meeting.

Council Member Lindsay - Attended Ridgefield Junction Neighborhood Association Meeting, Parks Foundation luncheon, Main Street meeting, pre-application conference meeting.

Council Member Wertz - Attended Ridgefield Junction Neighborhood Association Meeting, Parks Foundation luncheon, pre-application conference meeting, City Manager briefing.

Council Member Wells - Attended Ridgefield Junction Neighborhood Association Meeting,

Council Member Onslow - Attended C-Tran Meeting.

Mayor

Attended 6th grade environmental science classes at Sunset Ridge school. Kids are doing such a great job! Great experience.

City Manager

City Manager Steve Stuart - Community Nature Center at the Wildlife Refuge project update provided.

City Attorney Janean Parker - Litigation update provided.

Public Works Director Bryan Kast - Parks Foundation Grant award, S 8th Avenue project update.

Community Development Director Louisa Garbo - Process improvement projects update provided, Portland Community College possibly providing an intern for the summer to help out in the building department.

Finance Director Kirk Johnson - Investment portfolio provided, State Auditors update.

Police Chief John Brooks - Traffic plan update for the Raptors game.

ADJOURN - [7:12 PM](#)

Julie Ferriss, City Clerk

Don Stose, Mayor

Attachment: 05-23-2019 (Approval of Minutes)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 13, 2019

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Approving a Development Agreement with the Vancouver Clinic

GOVERNING LEGISLATION:

RCW 36.70B.170

PREVIOUS COUNCIL ACTION TAKEN:

First Reading and Public Hearing on May 22, 2019

SUMMARY/BACKGROUND:

This Development Agreement recognizes the Right of Way dedication for S. 56th Place and S 1st Circle and construction of a section of S 1st Circle. In exchange, the City commits to bring the addition of 56th Place and S 1st Circle to the City Council as part of the 2019 Capital Facilities Plan Update. This action is meant to establish S 56th Place and S 1st Circle ROW dedication and improvements as TIF Credit eligible.

BUDGET/FINANCIAL IMPACTS:

S. 56th Place has a total estimated TIF share of \$320,000 and S 1st Circle has an estimated TIF share of \$1,720,000. Vancouver Clinic will receive an estimated share of \$37,500 for S. 56th place and \$103,200 for 1st circle.

RECOMMENDED ACTION OR MOTION:

Staff recommends Council adopt Ordinance No. 1293 by making the following motion:

“I move to adopt Ordinance No. 1293 as presented.”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: TVC Development Agreement FINAL (DOCX)
TVC Dedication (PDF)

ORDINANCE NO. 1293

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT WITH THE VANCOUVER CLINIC

WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and,

WHEREAS, the City has the authority to enter into Development Agreements pursuant to RCW 36.70B.170 which provides:

The Legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development; and,

WHEREAS, The Vancouver Clinic ("Applicant") has controlling interests in 2.48 acres of real property zoned General Commercial (GC) and located generally at the South West corner of S 56th Place and Pioneer Street; and

WHEREAS, the Applicant has an approved development which is currently under construction; and

WHEREAS, the City Council conducted public hearings for the proposed Development Agreement at regular scheduled meeting held on May 23, 2019; and

WHEREAS, the City Council conducted a first reading of this ordinance on May 23, 2019; and

WHEREAS, the City and the Applicant have reached agreement regarding the terms and conditions of a Development Agreement related to the development of the Project, which Development Agreement, together with its Exhibit A, is attached hereto and incorporated herein;

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

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds, following a public hearing process, that it is in the public interest for the City of Ridgefield to approve the Development Agreement with Applicant. Execution of this Agreement will require Applicant dedication of Right of Way along S. 56th Place and dedication and improvement of Right of Way along S 1st Circle as detailed in Exhibit B. In exchange, the City shall include S 56th Place and S 1st Circle in the 2019 Capital Facilities Plan Amendment, and present amendment to the City Council.

Section 2. **Development Agreement Approved.** The City Council for the City of Ridgefield hereby approves the Vancouver Clinic Development Agreement ("Agreement")

attached hereto as Exhibit "A" and authorizes the City Manager to execute the Agreement substantially in the form attached and to take such other actions as may be necessary to effect this Agreement.

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

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 13th DAY OF JUNE 2019.

Mayor, Don Stose

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing:	May 23, 2019
First Reading:	May 23, 2019
Second Reading/Passage:	June 13, 2019
Date of Publication:	
Effective Date:	

MAIL TAX STATEMENTS TO:

N/A

AFTER RECORDING RETURN TO:

City of Ridgefield

Attn: Steve Stuart

230 Pioneer St./PO Box 608

Ridgefield, WA 98642-0608

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): The Vancouver Clinic, a Washington company;

GRANTEE: CITY OF RIDGEFIELD, WASHINGTON

ABBREVIATED LEGAL DESC: LOT 1 SP3-384 2.48A

FULL LEGAL DESC: See **EXHIBIT A** To This Document

ASSESSOR'S PROPERTY TAX
PARCEL ACCOUNT NUMBER(S): 214070000

REFERENCE NUMBER OF
RELATED DOCUMENTS: N/A

DEVELOPMENT AGREEMENT

Effective Date: June 13, 2019

PARTIES:

The real property subject to this Development Agreement consists of one tax parcel within the City of Ridgefield, Clark County, Washington: parcel number 214070000. The legal description for the Property is attached as **EXHIBIT A**.

The following individuals and entities are Responsible Parties to the agreement:

The Vancouver Clinic (“TVC”), a Washington company-
CITY OF RIDGEFIELD

The rights and obligations established in this Agreement are assignable by the Current Owners, Developers and Responsible Parties (all as defined in this Agreement) to their heirs, successors and assigns, and Current Owners, Owners, Developers and Responsible Parties will contractually require subsequent Owners, Developers and Responsible Parties with whom Owners, Developers and Responsible Parties contract with to carry out the terms of this Agreement.

The City of Ridgefield is a Washington municipal corporation ("City"), and is responsible for land use planning and permitting pursuant to the Growth Management Act, RCW 35A.63 and RCW 58.17.

Current Owners, Owners, Developers, Responsible Parties and the City, as defined in this Agreement, are collectively referred to as the Parties.

AUTHORITIES

The parties are authorized to enter this Development Agreement by RCW 36.70B.170(1).

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

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

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

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

RECITALS

1. TVC is developing the Parcel to include a health care clinic.
2. To create better transportation access for the subject parcel and surrounding area, the City seeks to have TVC dedicate Right of Way for the 56th Street Roundabout and S 1st Circle and to develop S 1st Circle along subject parcel property line.
3. In consideration of such dedication and construction, TVC seeks to receive Traffic Impact Fee Credits for the dedication of the 56th Street Roundabout Right of Way and also for the portion of dedication and improvement to S 1st Circle which benefits parcels beyond the subject parcel as well as the public.
4. In order to achieve the Parties' stated interests, the a 2019 Capital Facilities Plan amendment is necessary to designate the 56th Street Roundabout and S 1st Circle to serve as a scenic collector level roadway to provide the public access to the subject parcel and surrounding area.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. RESPONSIBILITIES

1.1) TVC

TVC agrees to dedicate to the City for public Right of Way the property legally described as Exhibit B, attached hereto and incorporated fully by this reference for the 56th Street Roundabout and for S. 1st Circle and road and transportation improvements constructed along S 1st Circle

2.1) CITY

CITY agrees to submit an amendment to the Capital Facilities Plan in 2019 to reprioritize S 1st Circle as a TIF Credit eligible project.

MISCELLANEOUS PROVISIONS

Recitals. Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

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

Effective Date. This Agreement is effective on the date of final approval of this Agreement by the Ridgefield City Council.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded.

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

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

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

Assignability and Contractual Transfer of Obligations: The rights and obligations established in this Agreement are assignable by the Current Owners, Owners, Developers and Responsible Parties to their heirs, successors and assigns, and the Current Owners, Owners and Developers and Responsible Parties will contractually require subsequent owners and developers with whom Current Owners, Owners, Developers and Responsible Parties contract with to carry out the terms of this Agreement. The terms and conditions of this Agreement will be binding on and inure to the benefit of successor owners of the Subject Properties.

Term. The Term of this Agreement will expire ten (10) years from the date of execution of this Agreement, unless earlier extended by the Parties.

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

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.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Performance. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

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

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

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records.

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

No Benefit to Third Parties. The Parties and the successor owners of the Subject Properties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third- party beneficiaries. IDM Apartments, LLC, and its assigns will be considered successor and assign of Realvest.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter, and merges, supersedes, and terminates the Prior Development Agreements.

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

City:	City of Ridgefield Attn: Steve Stuart 230 Pioneer St. PO Box 608 Ridgefield, WA 98642-0608
With a copy to:	Janean Parker Law Office of Janean Z. Parker PO Box 298 Adna, WA 98522
P45, LLC:	The Vancouver Clinic

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

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

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

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

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

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

Signatures appear on the following pages.

The Vancouver Clinic –

By:
Its:

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

Signature

Title

My appointment expires _____

CITY OF RIDGEFIELD –

By: _____

Its: _____

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

Signature

Title

My appointment expires _____

Approved as to form:

City Counsel

Page 9 - DEVELOPMENT AGREEMENT

Attachment: TVC Development Agreement FINAL (Development Agreement - Vancouver Clinic)

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT BLegal Description of Area ConveyedMacKay  Sposito

16800LD1B

10/26/18

ADC

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com**EXHIBIT B**
LEGAL DESCRIPTION
RIGHT OF WAY DEDICATIONAPN/PARCEL ID: 214070000 (5515 PIONEER STREET, RIDGEFIELD)

THAT PORTION OF LOT 1 OF SHORT PLAT RECORDED DECEMBER 14, 2000 IN BOOK 3 OF SHORT PLATS, PAGE 384, RECORDS OF CLARK COUNTY, IN SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY WASHINGTON, LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 NORTH 01°58'49" EAST A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 88°08'31" EAST A DISTANCE OF 387.06 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE (THE LONG CHORD OF WHICH BEARS NORTH 45°20'45" A DISTANCE OF 29.02 FEET) THROUGH A CENTRAL ANGLE OF 93°01'27" A DISTANCE OF 32.47 FEET; THENCE NORTH 01°09'58" WEST A DISTANCE OF 83.25 FEET; THENCE NORTH 01°27'08" WEST A DISTANCE OF 75.42 FEET; THENCE NORTH 08°42'51" WEST A DISTANCE OF 53.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SOUTH 56TH STREET AND THE TERMINUS THEREOF.

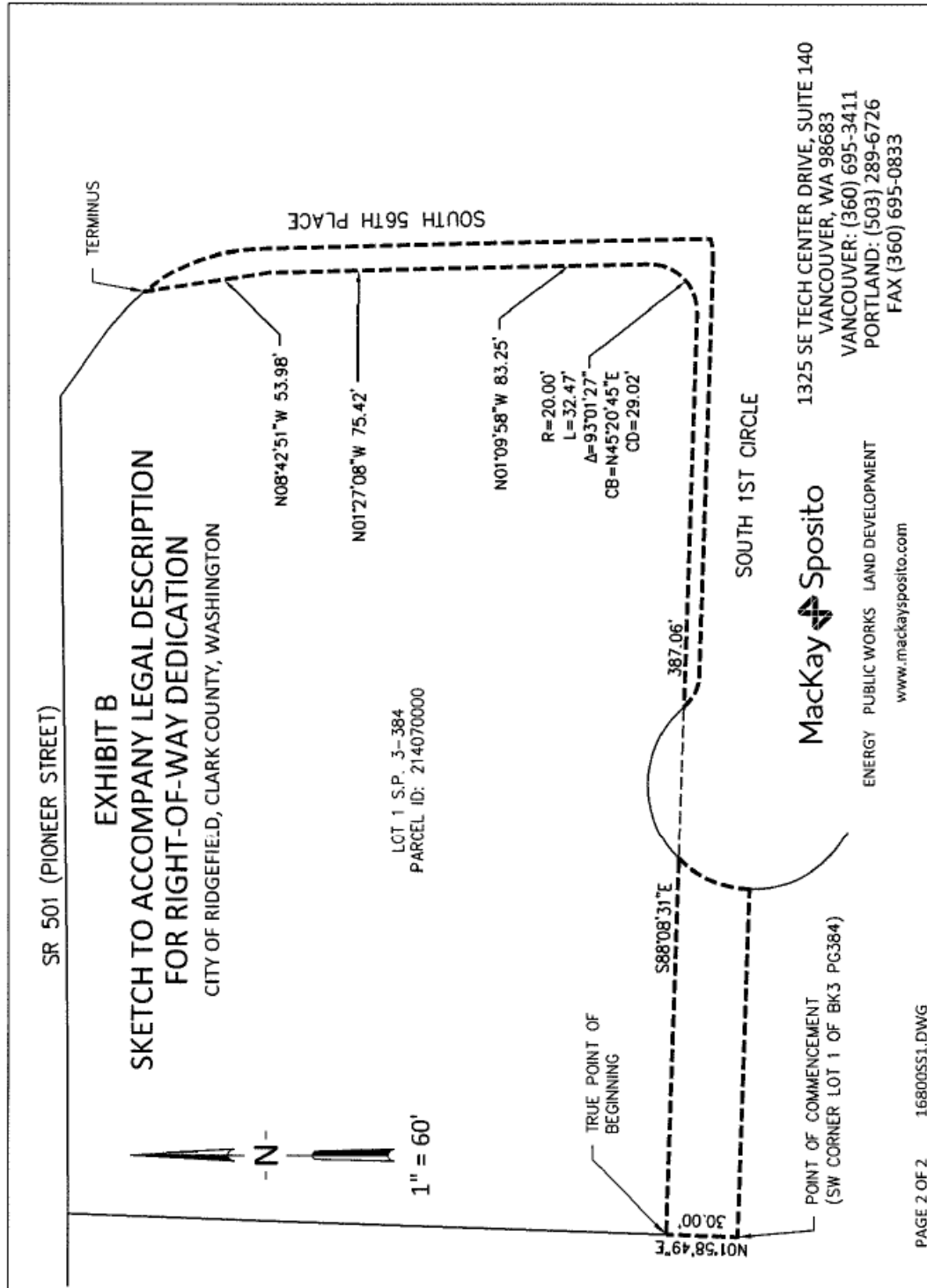
EXCEPT ANY PORTION LYING WITHIN THE PUBLIC RIGHT-OF-WAY.



PAGE 1 OF 2

EXHIBIT C

Depiction of Area Conveyed



CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 13, 2019

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Approving a Development Agreement with Lee & Geraldine Wells Family LLC

GOVERNING LEGISLATION:
RCW 36.70B.170

PREVIOUS COUNCIL ACTION TAKEN:
First reading and public hearing on May 22, 2019

SUMMARY/BACKGROUND:

This Development Agreement contemplates the Right of Way vacation of the constructed roadway named South Wells Drive by Lee Wells. In exchange, the City commits to complete a short subdivision process for Parcel Number 215620000 due to the roadway effectively separating the single parcel into multiple parcels.

BUDGET/FINANCIAL IMPACTS:

Minimal, Public Works and Community Development would be tasked with completing the short subdivision process.

RECOMMENDED ACTION OR MOTION:

Staff recommends Council adopt Ordinance No. 1294 by making the following motion:

“I move to adopt Ordinance No. 1294 as presented.”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: Wells Development Agreement FINAL (DOCX)
Wells-DEDICATION (PDF)

ORDINANCE NO. 1294

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT WITH LEE & GERALDINE WELLS FAMILY LLC

WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and,

WHEREAS, the City has the authority to enter into Development Agreements pursuant to RCW 36.70B.170 which provides:

The Legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development; and,

WHEREAS, Lee & Geraldine Wells Family LLC ("Applicant") has controlling interests in 19.64 acres of real property zoned Employment (E) and located generally East of S Royle Road bisected by S Wells Drive; and

WHEREAS, the Applicant and/or their representatives have completed a roadway improvement connecting S Wells Drive with S 11th Street, which was approved as meeting public roadway standards by the City of Ridgefield; and

WHEREAS, the City Council conducted public hearings for the proposed Development Agreement at regular scheduled meeting held on May 23, 2019; and

WHEREAS, the City Council conducted a first reading of this ordinance on May 23, 2019; and

WHEREAS, the City and the Applicant have reached agreement regarding the terms and conditions of a Development Agreement related to the development of the Project, which Development Agreement, together with its Exhibit A, is attached hereto and incorporated herein;

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

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds, following a public hearing process, that it is in the public interest for the City of Ridgefield to approve the Development Agreement with Applicant. Execution of this Agreement will require Applicant dedication and vacation of improved of Right of Way along S Wells Drive as detailed in Exhibit A of the Development Agreement. In exchange, the City shall complete a short subdivision process dividing the single parent parcel (215620000) into multiple parcels with the new S Wells Drive which bisects the parcel serving as the delineation point.

Section 2. **Development Agreement Approved.** The City Council for the City of Ridgefield hereby approves the Development Agreement with Lee & Geraldine Wells Family LLC ("Agreement") attached hereto as Exhibit "A" and authorizes the City Manager to execute the Agreement substantially in the form attached and to take such other actions as may be necessary to effect this Agreement.

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

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 13th DAY OF JUNE 2019.

Mayor, Don Stose

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing:	May 23, 2019
First Reading:	May 23, 2019
Second Reading/Passage:	June 13, 2019
Date of Publication:	
Effective Date:	

MAIL TAX STATEMENTS TO:

N/A

AFTER RECORDING RETURN TO:

City of Ridgefield

Attn: Steve Stuart

230 Pioneer St./PO Box 608

Ridgefield, WA 98642-0608

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): Lee & Geraldine Wells Family LLC;

GRANTEE: CITY OF RIDGEFIELD, WASHINGTON

ABBREVIATED LEGAL DESC: #37 SEC 28 T4N R1EWM 19.64A

FULL LEGAL DESC: See **EXHIBIT A** To This Document

ASSESSOR'S PROPERTY TAX
PARCEL ACCOUNT NUMBER(S): 215620000

REFERENCE NUMBER OF
RELATED DOCUMENTS: N/A

DEVELOPMENT AGREEMENT

Effective Date: June 13, 2019

PARTIES:

The real property subject to this Development Agreement consists of one tax parcel within the City of Ridgefield, Clark County, Washington: parcel number 215620000. The legal description for the Property is attached as **EXHIBIT A**.

The following individuals and entities are Responsible Parties to the agreement:

Lee & Geraldine Wells Family LLC
CITY OF RIDGEFIELD

The rights and obligations established in this Agreement are assignable by the Current Owners, Developers and Responsible Parties (all as defined in this Agreement) to their heirs, successors and assigns, and Current Owners, Owners, Developers and Responsible Parties will contractually require subsequent Owners, Developers and Responsible Parties with whom Owners, Developers and Responsible Parties contract with to carry out the terms of this Agreement.

The City of Ridgefield is a Washington municipal corporation ("City"), and is responsible for land use planning and permitting pursuant to the Growth Management Act, RCW 35A.63 and RCW 58.17.

Current Owners, Owners, Developers, Responsible Parties and the City, as defined in this Agreement, are collectively referred to as the Parties.

AUTHORITIES

The parties are authorized to enter this Development Agreement by RCW 36.70B.170(1).

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

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

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

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

RECITALS

1. Wells and/or his representatives constructed a roadway connection between S Wells Drive and S 11th Street, which is currently located on private property owned by Wells. This was to create better transportation access for the surrounding area, consistent with the City's Transportation Facilities Plan.
2. The construction of S Wells Drive connecting with S 11th Street through the subject parcel created a bisected parcel; and bisecting the parcel was in the public interest to improve transportation corridors within the City.
3. The public has already benefitted from the connection of S Wells Drive with S 11th Street as it has been used as a detour during construction of S Royle Road improvements.
4. The construction and dedication of the road bisecting of the subject parcel caused to connect S Wells Drive with S 11th Street, leaves the Wells property effectively divided into two parcels.
5. In consideration of the dedication of property, Wells seeks the City's assistance in conducting a short subdivision process that creates multiple legal lots from the current bisected one.
6. The location of the roadway connection and the need for the short plat subdivision process was in coordination with and for the benefit of the City.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. RESPONSIBILITIES

1.1) WELLS.

Wells agrees to dedicate to the City for public Right of Way the property legally described in Exhibit A, attached hereto and incorporated fully by this reference, along with all constructed road and transportation system improvements on the dedicated property improvements as they now exist on the property as agreed to by the Parties along S Wells Drive.

2.1) CITY.

The City agrees to complete a short plat subdivision process in order to create two or more legal lots from the current parcel, with the newly dedicated public roadway as the delineation.

3.1 Joint Agreements.

The City and Wells agree that any conditions imposed by the short plat subdivision process shall be the responsibility of Wells and that the City shall not be responsible for any costs beyond those associated with drafting and processing of the short plat subdivision.

MISCELLANEOUS PROVISIONS

Recitals. Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

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

Effective Date. This Agreement is effective on the date of final approval of this Agreement by the Ridgefield City Council.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded.

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

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

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

Assignability and Contractual Transfer of Obligations: The rights and obligations established in this Agreement are assignable by the Current Owners, Owners, Developers and Responsible Parties to their heirs, successors and assigns, and the Current Owners, Owners and Developers and Responsible Parties will contractually require subsequent owners and developers with whom Current Owners, Owners, Developers and Responsible Parties contract with to carry out the terms of this Agreement. The terms and conditions of this Agreement will be binding on and inure to the benefit of successor owners of the Subject Properties.

Term. The Term of this Agreement will expire ten (10) years from the date of execution of this Agreement, unless earlier extended by the Parties.

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

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.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Performance. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding

breach or a waiver of this clause.

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

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

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records.

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

No Benefit to Third Parties. The Parties and the successor owners of the Subject Properties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries. IDM Apartments, LLC, and its assigns will be considered successor and assign of Realvest.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter, and merges, supersedes, and terminates the Prior Development Agreements.

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

City:	City of Ridgefield Attn: Steve Stuart 230 Pioneer St. PO Box 608 Ridgefield, WA 98642-0608
With a copy to:	Janean Parker Law Office of Janean Z. Parker PO Box 298 Adna, WA 98522
Lee & Geraldine Wells Family LLC:	Lee & Geraldine Wells Family LLC 5499 S Wells Drive Ridgefield WA 98642

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

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

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

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

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

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

Signatures appear on the following pages.

Lee & Geraldine Wells Family LLC–

By:
Its:

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

Signature

Title
My appointment expires _____

Attachment: Wells Development Agreement FINAL (South Wells Drive Development Agreement)

CITY OF RIDGEFIELD –

By: _____

Its: _____

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

Signature

Title

My appointment expires _____

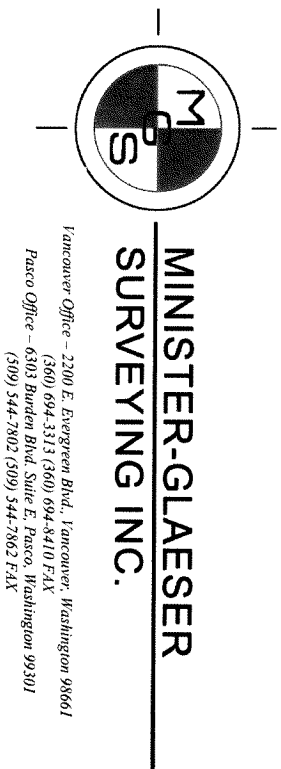
Approved as to form:

City Counsel

Page 10 - DEVELOPMENT AGREEMENT

Attachment: Wells Development Agreement FINAL (South Wells Drive Development Agreement)

EXHIBIT A – LEGAL DESCRIPTION



RIGHT-OF-WAY DEDICATION:

A parcel of land in a portion of the Northeast quarter of the Northwest quarter of Section 28, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the Northeast corner of said Northwest quarter;

Thence South 01°37'13" West, along the East line of said Northwest quarter, for a distance of 325.28 feet, to the TRUE POINT OF BEGINNING;

Thence along the arc of a 540.00 radius non-tangent curve to the left through a central angle of 57°13'35" for an arc distance of 539.35 feet, the long chord which bears South 62°21'28" West 517.20 feet;

Thence along the arc of a 360.00 radius reverse curve to the right through a central angle of 39°56'23" for an arc distance of 250.95 feet, the long chord which bears South 53°42'52" West 245.90 feet, to the West line of adjusted Lot 15 of that certain tract of land conveyed to Ridgcrest JV LLC et-al according to that certain deed recorded under Auditors File NO. 5409536 BLA records of Clark County, Washington;

Thence South 08°08'23" East, along the West line of said Ridgcrest JV LLC parcel, 17.87 feet, to an angle point therein;

Thence South 04°34'23" East, along the West line of said Ridgcrest JV LLC parcel, 63.37 feet;

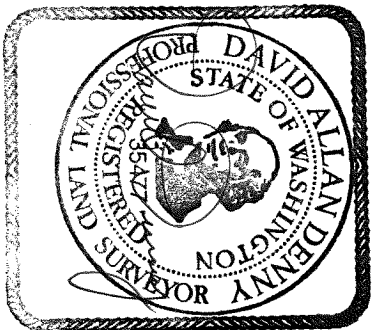
Thence along the arc of a 440.00 radius non-tangent curve to the left through a central angle of $41^{\circ}57'02''$ for an arc distance of 322.16 feet, the long chord which bears North $54^{\circ}43'11''$ East 315.01 feet;

Thence along the arc of a 460.00 radius reverse curve to the right through a central angle of $57^{\circ}06'48''$ for an arc distance of 458.54 feet, the long chord which bears North $62^{\circ}18'05''$ East 439.79 feet, to the East line of said Northwest quarter;

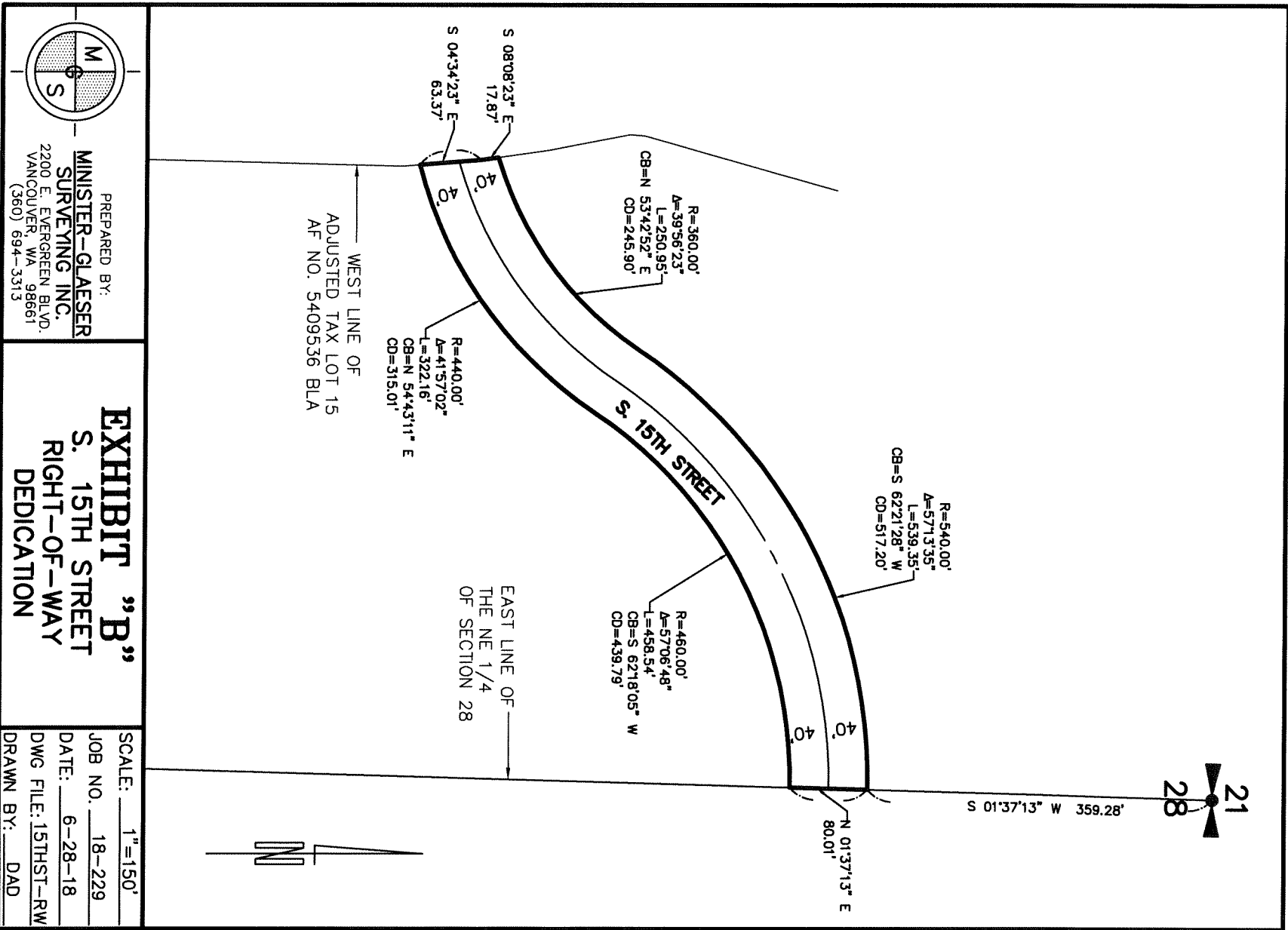
Thence North $01^{\circ}37'13''$ East, along said East line 80.01 feet, to the TRUE POINT OF BEGINNING;

Containing 1.44 acres more or less.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.



6-28-18



4.2.b

ped report

ped Name: S 15TH ST

Starting Coordinates: Northing 179620.28, Easting 1092195.39

Packet Pg. 47

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Descript
S 62°21'28" W	517.20	CURVE L	540.00	539.34	57°13'33"	294.57	
S 53°42'52" W	245.90	CURVE R	360.00	250.95	39°56'24"	130.82	
S 08°08'23" E	17.87	LINE					
S 04°34'23" E	63.37	LINE					
N 54°43'11" E	315.01	CURVE L	440.00	322.16	41°57'02"	168.68	
N 62°18'05" E	439.79	CURVE R	460.00	458.54	57°06'50"	250.35	
N 01°37'13" E	80.01	LINE					

Ending Coordinates: Northing 179620.29, Easting 1092195.40

Area: 62806.13 S.F., 1.4418 Acres
Total Perimeter Distance> 1732.24
Closure Error Distance> 0.0105 Error Bearing> N 60°25'57" E
Closure Precision> 1 in 165536.5

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 13, 2019

ITEM: BUSINESS

AGENDA ITEM TITLE: Designation of Official Newspaper

GOVERNING LEGISLATION:

RCW 35A.21.230, RCW 35A.12.160; RCW 35A.33.060, RCW 65.16

PREVIOUS COUNCIL ACTION TAKEN:

Ordinance No. 427 (1983), Ordinance No. 694 (1996) and Ordinance No. 863 (2004) Resolution No. 330 (2007), Resolution No. 352 (2008), Resolution No. 367 (2009), Resolution No. 380 (2010), Resolution No. 397 (2011), Resolution No. 419 (2012); Resolution No. 461 (2014); Resolution No. 484 (2015); Resolution No. 509 (2016); Resolution No. 526 (2017); Resolution No. 538 (2018)

SUMMARY/BACKGROUND:

RCW 35A.21.230 provides that “Each code city shall designate an official newspaper by resolution. The newspaper shall be of general circulation in the city and have the qualifications prescribed by chapter 65.16 RCW”. City procurement policy requires services, including selection of the official newspaper, to be obtained using due diligence for both price and quality.

Therefore, 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 June 3, 2019. The bid is for publications during the period of June 1, 2019 through May 31, 2020.

The city received two bids; from the Reflector and the Columbian. However, the bid from the Reflector was received past the bid due date on June 4, 2019. 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. In 2018 the increased cost was approximately \$3,500 by using the Columbian instead of the Reflector as the official newspaper of record. 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.

BUDGET/FINANCIAL IMPACTS:

Minimal impact expected to increase advertising budget by \$3,500 during the contract period.

RECOMMENDED ACTION OR MOTION:

"I move to approve Resolution No. 557 awarding the Columbian as the Official Newspaper for the City of Ridgefield for the period June 1, 2019 through May 31, 2020 as presented.

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

Resolution No.557**DESIGNATION OF OFFICIAL NEWSPAPER**

WHEREAS, the Columbian submitted a bid for publication of any official notices that the City is required to publish during the period from June 1, 2019 through May 31, 2020, and

WHEREAS, the Columbian is a newspaper of general circulation in the City and has the qualifications prescribed by RCW 65.16.020, as amended.

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

Section 1. The Columbian is designated to be the official newspaper for the City of Ridgefield for publication of all official notices, which the City is required to publish.

Section 2. This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the City Council at its regular meeting held on the 13th day of June, 2019.

Don Stose

Mayor

Attest:

Julie Ferriss

City Clerk

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 13, 2019

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Lease Agreement with FDM Development, Inc - Police Department Facility

GOVERNING LEGISLATION: None

PREVIOUS COUNCIL ACTION TAKEN: Council approved a budget item to accept a State capital grant in the amount of \$120,280 after administration fees for lease costs for a new Public Safety building.

SUMMARY/BACKGROUND: The Police Department is in need of larger facilities. The current police station was built in 1998 when the population of Ridgefield was 1,800. It is 1300 square feet. It was originally designed to house 6 officers and a Chief of Police. The department currently has seven officers, two sergeants, a lieutenant and a Chief of Police. In later years, several auxiliary storage solutions were added in the form of buildings, sheds, and a cargo container to help with the overcrowding.

The proposed solution is a unique opportunity and creative solution in the form of a public/private partnership wherein the Police Department is able to inhabit part of a private building.

The current facility is lacking several fundamental features for a police facility. There is no space to for a temporary prisoner holding, no interview room, no room to meet with the public, and no room to store property. The new facility addresses these needs. It has 2900 sq. ft. on the main floor with an additional 1100 sq. ft. in the garage. It will incorporate several safety features including a sally port for custodial transfers, video for interviews and custodial monitoring. There is also a 5,800 sq. ft. secure parking area for police vehicles, equipment, and dog kennel.

A new police station downtown will represent the first new building downtown since 1998. We have been working closely with the builder to design a facility that meets our current needs AND has options for future needs as our community grows.

BUDGET/FINANCIAL IMPACTS: Annual lease expense is \$19.10 per square foot (7,500 sq ft) or \$143,250 which includes lease for space and operating costs payable to FDM

Development. The only additional operating expense for the location is electricity which is estimated at \$6,000 per year and will be paid directly to Clark Public Utility.

Funding options include the following:

- \$120,280 from a state capital grant.
- \$175,000 from potential sale of parcel located at Mill & Main
- Potential sale/lease of current PD facility. Assessed value \$255,255.
- Additional funding from General Fund.

RECOMMENDED ACTION OR MOTION: Staff recommends approval of the lease agreement via the following motion:

“I move to authorize the City Manager to execute the lease agreement between the City of Ridgefield and FDM Development for a new police facility, as presented.”

STAFF CONTACT: John Brooks, Police Chief

ATTACHMENTS: Police station lease (PDF)

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COMMERCIAL LEASE

In consideration of the mutual promises of the parties set forth in this Commercial Lease (the “Lease”), the parties agree as follows:

SECTION 1

BASIC LEASE PROVISIONS

This Section sets forth certain definitions and a summary of the basic provisions contained in the Lease. In the event of any conflict between any provision contained in this Section 1 and a provision contained in the balance of the Lease, the latter shall control.

- 1.1 Name of Landlord
("Landlord") Tri Mountain Investors, LLC and/or assigns.
- 1.2 Address for Notices
To Landlord: Tri Mountain Investors, LLC and/or assigns.

TBD
Phone: 360-719-0276
Dean@ FDMdevelopment.com
- With a copy to: Jaimi Marden
Jaimi@fdmdevelopment.com
509-987-2334
- 1.3 Address for Rent
Payments: _TBD_____

Phone: _____
Email: _____
- 1.4 Name of Tenant
("Tenant") and
Address of Premises City of Ridgefield Police Department and/or assigns.

- 1.5 Address for Notices
To Tenant: _____

Phone: _____
Facsimile: _____
- 1.6 Trade Name Under
Which Tenant Will
Operate at Premises: City of Ridgefield Police department

- 1.7 Business to Be Conducted By Tenant At Premises: Police department and associated uses.
- 1.8 Approximate total Floor Area Of Premises: 9,600 SF
- Approximate Tenant Lease area: 2,916 SF + 5890 SF Fenced Holding Area and 1,100 SF Garage
- 1.9 Lease Term (the "Term") 10 years with two 5 year options to extend
- 1.10 Lease Dates:
- 1.10.1 Estimated Delivery of Possession Date: November 1, 2019
- 1.10.2 Estimated Lease Commencement Date: November 1, 2019
- 1.10.3 Estimated Minimum Rent Commencement Date: December 1, 2019
- 1.10.4 Estimated Percentage Rent Commencement Date: NA
- 1.10.5 Estimated Operating Expense: \$5.50 SF
- Payment Commencement Date: November 1, 2019
- 1.10.6 Estimated Expiration Date: October 31st, 2029

1.11 Minimum Rent:

Months	SF Rate	Monthly Bldg Rent	Fenced Area/Month	Garage/Month	Combined Monthly Rent	Annual Rent
1-12	\$25.00	\$6,075.00	\$73.63	\$91.67	\$6,240.29	\$74,883.50
13-24	\$25.75	\$6,257.25	\$75.83	\$94.42	\$6,427.50	\$77,130.01
25-36	\$26.52	\$6,444.36	\$78.11	\$97.25	\$6,619.72	\$79,436.62
37-48	\$27.32	\$6,638.76	\$80.45	\$100.17	\$6,819.38	\$81,832.54
49-60	\$28.13	\$6,835.76	\$82.87	\$103.17	\$7,021.63	\$84,259.53
61-72	\$28.98	\$7,042.14	\$85.35	\$106.27	\$7,233.76	\$86,805.10
73-84	\$29.85	\$7,253.55	\$87.91	\$109.45	\$7,450.92	\$89,411.00
85-96	\$30.74	\$7,469.82	\$90.55	\$112.74	\$7,673.11	\$92,077.29
97-108	\$31.67	\$7,695.81	\$93.27	\$116.12	\$7,905.20	\$94,862.36
109-120	\$32.62	\$7,926.66	\$96.06	\$119.60	\$8,142.33	\$97,707.94

- 1.12 Rent Increase (See Section 4.2) to be 3% Bi-Annual increase.
- 1.13 Percentage Rent Rate: N/A % of Gross Sales
- 1.14 Tenant's Initial Estimated Monthly Payment of Operating Expenses, Insurance and Taxes:
- 1.14.1 30 % of Center
- 1.14.2 \$ 5.50 per sq. foot of floor area per year
- 1.15 Tenant's Initial Estimated Monthly Payment of Operating Expenses, Insurance and Taxes: \$ 1,336.50
- 1.16 Minimum Hours of Operation: N/A
 Mon. – Thurs. a.m. to p.m.
 Fri-Sat a.m. to a.m.
 Sundays a.m. to p.m.
- 1.17 Landlord's Broker Firm: FDM Development Inc.
 Individual: Dean Maldonado
- 1.18 Tenant's Broker Firm: N/A
 Individual: N/A
- 1.19 Security Deposit: N/A
- 1.20 Prepaid Rent: (See Section 15) \$6,075.00
- 1.21 Grantor's name and Address: Tri Mountain Investors, LLC
- 1.22 Radius Restriction Area: N/A
- 1.23 Special Terms:

Landlord agrees to work with Tenant to reach an agreeable dollar amount on tenant improvement costs.

Lease is contingent upon Landlord obtaining financing as well as obtaining off site approval by City and State entities.

In addition to the identified building, Tenant shall lease the following: a fenced holding area 5,890 square feet, charged at .15¢/SF and a garage that will be 1100 SF with (2) 10x10 garage doors and (1) man door charged with a 4x10 kennel included. Garage will be charged at \$1/SF these charges are in addition to the building rent (Exhibit F)

Landlord is a Licensed Real Estate Broker/Agent in the State of Washington.

SECTION 2

PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the space described or outlined on the attached Exhibit "C" (the "Premises") constructed or to be constructed by Landlord in the building shown on the Site Plan attached as Exhibit "B." The Land on which the building is constructed or is to be constructed and all improvements thereon are referred to as the "Center" in this Lease. Tenant's lease of the Premises shall include appurtenant, nonexclusive rights to use in common with others all common areas within the Center as Landlord may designate from time to time. Landlord reserves the right to alter or relocate any common area and expand or contract the Center. Reasonable notice must be provided to Tenant and such relocation expansion or contraction shall not adversely affect Tenant's business.

SECTION 3 TERM

The term of this Lease is set forth in Section 1.9 (the "Term"). The Term shall commence on the "Commencement Date" which shall be the earlier of (a) N/A; (b) 30 days after the tenant improvements have been completed, and Certificate of Occupancy has been issued; or (C) the date on which Tenant begins to transact business at the Premises. The Premises shall be considered ready for occupancy and Landlord shall deliver the Premises to Tenant as soon as all work required to be performed by Landlord, if any, is completed as necessary for Tenant to occupy the premises after Tenant improvements are installed, and the Premises are vacant. Landlord shall endeavor to give Tenant not less than ten days prior written notice of the date on which the Premises shall be ready for occupancy. If Landlord is required to perform any work at the Premises, those requirements shall be set forth in the attached Exhibit D. If the first day of the Term is a day other than the first day of a calendar month, the Term shall be deemed extended by the number of days between the Commencement Date and the first day of the first calendar month thereafter so that the Term of the Lease shall expire at midnight at the end of the calendar month ("Expiration Date"). After the Commencement Date is determined pursuant to this Section 3, Landlord shall notify Tenant in writing of the Commencement Date.

SECTION 4 RENT

4.1 Base Rent

Throughout the Term, Tenant shall pay to Landlord, as minimum rent, the amounts set forth in Section 1.11 in accordance with the schedule set forth in Section 1.11 ("Base Rent"). Tenant shall pay Base Rent in advance on the first day of each calendar month of the Term at the address for rent payments set forth in Section 1.3, or at such other place Landlord shall designate from time to time except that Tenant shall pay the first month's Base Rent payment on the date Tenant executes this Lease.

4.2 Base Rent Increase

The Base Rent shall be adjusted by Landlord 3% bi-annually for the term of the lease. Rent increases for Lease extensions shall be determined at time of renewal/extension.

4.3 Additional Rent

4.3.1 Operating Expenses. In addition to Base Rent, Tenant shall pay as additional rent its share of all operating expenses for the Center. As used herein "Operating Expenses" shall mean all costs and expenses of operation, maintenance, management, and repair of the Center as determined by BOMA standard, real estate accounting practice, including but not limited to: wages, salaries and benefits of employees engaged in the operation, maintenance, and repair of the Center; all accounting, legal and professional fees incurred in connection with the operation of the Center; costs of repairs, replacements and general maintenance; cost of services supplied to tenants at the Center; cost or rental value of the Center office; management fees; and reasonable and prudent reserves or depletion allowances kept in accordance with good accounting

practices. Notwithstanding anything above to the contrary, "Operating Expenses" shall not include; (i) the cost of capital improvements, except as amortized over the useful life of such capital improvements; (ii) expenses for painting, redecorating, or other work which a Landlord performs specifically for another tenant's space of the Center; (iii) interest, amortization, or other payment on loans to Landlord, whether secured or unsecured; (iv) depreciation of the Center; (v) income, excess profits, or franchise taxes or other such taxes imposed on or measured by the income of Landlord from the operation of the Center (vi) federal and/or state required upgrades or improvements.

4.3.2 Taxes and Assessments. In addition to Base Rent, Tenant shall pay as additional rent its share of all property taxes and assessments of any public authority against the Center or the ownership, management or operation thereof, any rent tax, local improvement district, gross receipts tax, tax on Landlord's interest under this Lease, or any tax in lieu of or in additional to the foregoing, whether or not such tax is now in effect (excluding any tax based upon Landlord's net income), and the cost of contesting any such tax or assessment (collectively, "Taxes").

4.3.3 Insurance. In addition to Base Rent, Tenant shall pay as additional rent its share of all insurance relating to the Center carried by Landlord including, but limited to casualty, and liability insurance and all deductibles (collectively, "Insurance").

4.3.4 Tenant's Share. Tenant's share of the Center's Operating Expenses, Insurance, and Taxes shall be (a) a percentage thereof equal to the percentage which the net rentable area of the Premises bears to the total net rentable of the Center, as reasonably determined by Landlord from time to time on an equitable basis, if Section 1.14.1 has been completed, or (b) an amount per square foot per year, as reasonably adjusted by Landlord from time to time on an equitable basis to reflect estimated and actual changes in Operating Expenses, Insurance, and Taxes, if Section 1.14.2 has been completed. Tenant's initial share of Operating Expenses, Insurance, and Taxes is set forth in Section 1.14. Landlord will operate, maintain, repair and manage the center in a manner consistent with comparable properties and will use all reasonable efforts to perform its obligations in a cost-effective manner, and calculate expenses fairly and accurately.

4.3.5 Payment. Upon commencement of the Lease and at the beginning of each calendar year during the term of the Lease, Landlord may estimate Tenant's share of Operating Expenses, Insurance, and Taxes for the ensuing calendar year or portion thereof. Landlord may revise the estimate during the course of any year. Tenant will pay Tenant's estimated share of Operating Expenses, Insurance, and Taxes on the first day of each calendar month during the Term. If Landlord bills on an estimated basis, Landlord shall by the last day of March (or as soon thereafter as practical) after the end of any calendar year give notice to Tenant if Tenant's estimated share differed from Tenant's actual share. If tenant's estimated payments differed from Tenant's actual share, an appropriate adjustment shall be made with in thirty days after the giving of such notice. Any objections by Tenant to the annual statement shall be made in writing given to Landlord within thirty days after the statement is submitted to Tenant. If Tenant desires to review any of Landlords' records pertaining to Operating Expenses, Insurance, and Taxes, Tenant may do so after reasonable prior notice given to Landlord, but no more often than once during any calendar year. Such review shall take place at Landlord's offices where such records are kept, and shall be conducted by Tenant, a bookkeeper or a certified public accountant chosen by Tenant subject to Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall pay all costs of such review including without limitation reimbursement for time incurred by Landlord's representatives and photocopy charges. If Landlord bills on an actual basis Tenant shall pay Tenant's actual share of Operating Expenses, Insurance, and Taxes on the first day of the first calendar month after the date of any such bill.

4.4 Late Charges.

Tenant acknowledges that late payment of any rent or other payment required by this Lease from Tenant to Landlord will result in costs to Landlord, the extent of which is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if tenant fails to make any rent or other payment required by this Lease to be paid to Landlord within ten days of the date it is due, Landlord may elect to impose a later charge of five percent (5%) of the overdue payment, to reimburse Landlord for the cost of collecting the overdue payment. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not be in lieu of nor shall it waive the breach cause by the late payment.

4.5 Net Lease Provision, Place of Payment

All payment required to be paid by Tenant under this Lease other than Base Rent will constitute Additional Rent. This is intended to be a net lease, meaning that Tenant shall pay all expenses of every type relating to the Premises during the Term and all rent (including Base Rent and Additional Rent) shall be received by Landlord when and as due without offset, abatement, or deduction of any kind. Tenant shall make all payments of additional rent at the address for rent payments set forth in Section 1.3, or at such other place as Landlord shall designate from time to time.

SECTION 5 PROVISIONS AS TO USE

5.1 Permitted Use

Tenant shall use the Premises only for the purpose set forth in Section 1.7 and for no other purpose without the written consent of Landlord.

5.2 Further Covenants as to Use

5.2.1 Tenant shall comply at its expense with all applicable Laws (defined in Section 13.8), including without limitation those regarding the maintenance, operation, condition, and use of the Premises when and as required by the applicable public authority. Tenant shall not use the Premises in conflict with any Laws nor shall Tenant permit anything to be done in or about the Premises which will conflict with any Laws.

5.2.2 Tenant shall not conduct or permit any activities on Premises which will likely increase the fire insurance rate upon the Center or cause a cancellation of any of Landlord's insurance policies; or create a nuisance or damage the reputation of the Center or be reasonably offensive to Landlord or other tenants. Tenant shall not permit any noise, odor, or offensive light to be emitted from the Premises. Tenant shall use grease traps, hair interceptors, and/or other drain protection devices in all drains if reasonably required by Landlord. Tenant shall not allow the disposal of any medical waste at the Premises or in Center trash receptacles by Tenant or Tenant's employees, agents, or independent contractors.

5.2.3 Tenant shall keep the Premises clean and maintained. Tenant shall supervise its employees and cause Tenant's agents, independent contractors, employees, customers, suppliers, and invitees to conduct their activities in such a manner as to comply with the requirements of this Lease and the Rules and Regulations described in Section 13.7.

5.2.4 Tenant and Tenant's agents, employees, and independent contractors are prohibited from going on the roof or penetrating the roof without written consent of the Landlord.

5.3 Storage; Trash; Recycling

Tenant shall not store anything outside except in such areas approved in writing in advance by Landlord. Tenant shall use only trash and garbage receptacles approved by Landlord. Tenant shall dispose of trash and other non hazardous materials in a manner acceptable to Landlord at Tenant's expense. Medical and/or biological waste and/or materials must be contained within appropriate clearly identified as "hazardous" receptacles, and disposed of in a manner commensurate with applicable laws and/or municipal codes at the expense of the Tenant. Tenant shall comply with all recycling programs required by applicable laws or by Landlord from time to time.

SECTION 6

UTILITIES

Tenant shall pay for all charges for utilities and services supplied to the Premises, including (without limitation) service charges for electricity, gas, telephone, cable, water, and sewer above and beyond System Development Fee's paid by the Landlord. Tenant shall be billed directly by the utility provider. Tenant shall pay for the applicable utilities within the time permitted for payment by the utility company. Landlord shall not be liable for any failure or interruption of utilities or services to the Premises.

SECTION 7

INSURANCE; INDEMNITY

7.1 Public Liability Insurance

Tenant shall continuously maintain at its expense comprehensive public general liability insurance in respect of the Premises (and extending out to the edge of any sidewalk or other pedestrian area surrounding the Premises) and the conduct or operation of the business in the Premises with Landlord and its managing agent, if any, and any mortgagee of the Center whose name and address have been previously furnished to Tenant as additional insured with \$ 2,000,000 minimum combined single limit coverage or its equivalent. All such insurance shall insure the performances by Tenant of the indemnity agreement set forth in Section 7.5 of this Lease and for the injury to, illness of, or death of persons and damage to property.

7.2 Tenant's Casualty Insurance

Tenant shall continuously maintain at its expense (a) fire and extended coverage insurance on all furnishings, leasehold improvements, fixtures, inventory and equipment located on the Premises, for the full replacement value, and (b) insurance on all plate glass on the Premises for its replacement cost. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the leasehold improvements, fixtures, inventory, equipment, and plate glass so insured.

7.3 Insurance Policies

All insurance policies to be carried by tenant shall include only reasonable and prudent deductible amounts. All insurance policies shall name Landlord, Landlord's managing agent, and Landlord's mortgagee as additional insured's and shall be provided by companies and with loss-payable clauses satisfactory to landlord, with ratings no less than A+ by A.M. Best. Copies of all policies or certificates evidencing such insurance in from acceptable to Landlord shall be delivered to Landlord by Tenant prior to Tenant's occupancy of the Premises. All policies and certificates shall bear endorsements requiring thirty day's written notice to Landlord prior to any change or cancellation.

7.4 Waiver of Subrogation

Neither party nor its officers, directors, employees, agents, or invitees shall be liable to the other party for any of the risks covered by an all risk policy of property insurance or under workers compensation insurance, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

7.5 Indemnity of Landlord

Tenant shall indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any damage to any property or injury, illness, or death of any person occurring in or on the Premises or occurring elsewhere in the Center when such damage, injury, illness or death shall be caused in whole or in part by the act or failure to act of Tenant, its agents, servants, employees, or licensees, or by any breach of this Lease by Tenant during the Term.

SECTION 8 REPAIRS, MAINTANENCE AND ALTERATIONS

8.1 Condition of Premises

Condition of Premises shall be delivered as detailed on attached Exhibit D. Upon delivery, Tenant shall affix its signature to Exhibit D as acceptance of the Premises as being in the condition in which Landlord is obligated to deliver the Premises. Acceptance of delivery of Premises shall be required prior to commencement of Tenant Improvements.

8.2 Maintenance of Premises

8.2.1 Landlord shall maintain and repair the Building roof, gutters, downspouts, foundation, and structure and the costs thereof shall be included in Operating Expenses; provided, however, that if the need for any such maintenance or repair is directly related to Tenant's use of the Premises, Tenant shall pay for such maintenance or repair.

8.2.2 Tenant shall, at Tenant's own expense, keep the Premises in good condition and repair, including without limitation, the maintenance, replacement, and repair of any storefront, doors, window casement, glazing, plumbing, and electrical wiring, using contractors first approved in writing by Landlord. All such maintenance shall conform to the requirements under any applicable warranties. Tenant, at Tenant's own expense, shall be responsible for providing janitorial services and regular pest extermination services if needed to the Premises using contractors first approved in writing by Landlord. Landlord shall provide pest extermination, HVAC maintenance, ice, snow or debris removal or any of the foregoing repairs and maintenance to the shell and roof of the building and Tenant shall reimburse Landlord for the cost through the NNN monthly billing.

8.3 Condition of Premises upon Termination

Tenant shall, upon the termination of this Lease, surrender the Premises to Landlord broom clean, in good condition and repair, except for ordinary wear and tear and for damage covered by Landlord's fire and extended coverage insurance. All or any of the alterations or improvements to the Premises as chosen by Landlord (excluding trade fixtures installed by Tenant) shall, at Landlord's option, either (a) become part of the Premises and belong to Landlord and shall be surrendered with the Premises without disturbance upon the termination of the Lease, or (b) be removed by tenant prior to the termination of this Lease, in which event Tenant shall restore the area to the condition it was in immediately prior to the date Tenant took possession of the Premises.

8.4 Alterations

After the initial tenant improvements, tenant shall not make or permit to be made any alterations or improvements to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. In the event Landlord consents to Tenant making any alterations or improvements, the same shall be made at Tenant's sole expense, using a contractor first approved in writing by Landlord, and the same shall be made in accordance with plans and specifications first approved in writing by Landlord if work exceeds \$5,000. Landlord may require a cash deposit or other reasonable security to assure Landlord that the cost of such alterations or improvements shall be paid promptly when and as due to avoid any liens. Also, Tenant shall pay Landlord a reasonable administrative charge for costs of any supervision of the work and the review of plans and specifications. If Tenant is open, Tenant shall also reimburse Landlord for the reasonable cost of any supervisor, engineer, or other person who reviews the plans and specifications and/or any work performed by Tenant or its contractor at the Premises, promptly within ten days after billing therefore.

8.5 Trade Fixtures

Upon the termination of this Lease, Tenant shall remove all trade fixtures, movable furniture, movable appliances, and equipment located on the Premises which belong to Tenant, and repair at its expense any damage other than normal wear and tear cause to the Premises by such removal. If Tenant fails to remove such property, this shall be an abandonment of the property and Landlord may either (a) retain the property and all rights of Tenant with respect to it shall cease, (b) require Tenant to remove the property, or (c) effect a removal and place the property in storage for Tenant's account. Tenant shall be liable to Landlord for the cost or reasonable value of removal, restoration, transportation to storage and storage, with interest on all such as expenses as provided in Section 14.3 below.

8.6 Entry and Inspection

Landlord and its agents and employees may enter the Premises at any time in the event of an emergency or, in any other event, after 24 hours prior oral notice and at a time mutually agreed upon to determine Tenant's compliance with this Lease, to make necessary repairs, or to show the Premises to prospective tenants or purchasers. Landlord shall take all commercially reasonable steps to minimize interference with Tenant's business during such entry into the Premises. Tenant shall at all times provide Landlord with a key to all doors at the Premises.

SECTION 9 RECONSTRUCTION AND RESTORATION

9.1 Minor Damage

If, during the Term, the Premises are damaged by fire or other perils covered by Landlord's insurance and such damage is not "substantial" as defined below, and if Landlord receives insurance proceeds therefore, Landlord shall promptly repair such damage at Landlord's expense and Tenant shall repair such damage to its property at its expense or using proceeds from the insurance described in Section 7.2, and this Lease shall continue in full force and effect.

9.2 Substantial Damage

If, during the Term, 75% or more of the Premises or 75% or more of the Center are destroyed or damaged by fire or other perils (such percentage being defined as an amount exceeding 75% of its full construction-replacement cost), then Landlord or Tenant, if it directly impacts Tenant's ability to operate and maintain his/her business, may elect to terminate this Lease by giving Tenant or Landlord, as applicable, written notice of such termination with 15 days after the date of such damage. Otherwise, Landlord shall proceed to restore the Premises to a condition comparable to that existing prior to the damage. Tenant shall cooperate with Landlord

during the period or repair and vacate all or any part of the Premises to the extent necessary for the performance of the required work if it directly impacts tenant's ability to operate and maintain his/her business. Landlord need not incur expenses for restoration in excess of the net insurance proceeds available to Landlord for such purpose after payment of all reasonable costs, expenses and attorneys' fees incurred by Landlord in connection therewith.

9.3 Abatement of Rent

Base and any Additional Rent shall be abated during the period and to the extent the Premises is not reasonably usable for Tenant's use. If the damage does not cause any material interference with Tenant's use, there shall be no rent abatement.

9.4 Repair of Leasehold Improvements and Tenant's Property

Repair, replacement, or restoration of any fixtures, inventory, leasehold improvements, equipment, and personal property shall be the responsibility of Tenant.

SECTION 10 ASSIGNMENT AND SUBLETTING

Tenant shall not (voluntarily or by operation of law) assign, mortgage, pledge, hypothecate or encumber the Premises or Tenant's leasehold estate or sub-let any portion of the Premises, or otherwise transfer any interest in the Premises without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld or delayed. No consent shall be required should Tenant transfer lease to an LLC of which 51% percent (51%) or greater is controlled by Tenant. In no event shall Landlord be obligated to accept a transfer to a transferee with which Landlord has discussed the lease of space in the Center within the two years prior to the requested transfer. Landlord may condition its consent to a proposed transfer on reasonable conditions including, without limitation, an increase in rent to fair market value. Should Landlord withhold its consent to a proposed transfer for any of the following reasons, the withholding shall be deemed to be reasonable: (a) conflict, incompatibility or duplication of the proposed use with other uses in the Center; (b) financial inadequacy or managerial inexperience of the proposed transferee; (c) any proposed change in use which would diminish the reputation or profitability of the other businesses located in the Center; (d) the proposed use would adversely impact the use of the common facilities by other tenants of the Center; (e) Tenant is then in default of the Lease or has been in default on two or more occasions during the 12 month period preceding the date Tenant requests the transfer and (g) any other reasonable criteria. If Tenant is a corporation or other entity, the transfer of a 45 percent or greater interest in cumulative total in any two-year period in the stock or other form of ownership of Tenant shall be deemed an assignment within the meaning of this Section. If Tenant is a partnership, any change in the partners shall be deemed an assignment of this Lease. If Tenant requests consent to a proposed transfer, Tenant shall pay reasonable attorneys' fees and other reasonable costs incurred by Landlord in connection with requested transfer. In no event shall Tenant ever be released from its obligations under this Lease in connection with any transfer of its interest in the Lease or the Premises unless agreed upon by Landlord in writing.

SECTION 11 CONDEMNATION

11.1 Entire or Substantial Taking

If more than 25 percent of the Premises shall be taken under the power of eminent domain, this Lease shall terminate on Landlord's notice as of the date the condemning authority takes possession.

11.2 Partial Taking

In the event of any taking under the power of eminent domain which does not result in a termination of this Lease pursuant to Section 11.1, the Base Rent payable hereunder shall be reduced, effective on the date the condemning authority takes possession, in the same proportion as the reduction in rentable floor area of the Premises. Landlord shall promptly, at its sole expense and subject to receipt of an award sufficient to cover such restoration, restore the portion of the Premises not taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

11.3 Awards

Any award for taking of all or any part of the Premises under the power of eminent domain shall be the property of the Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Tenant hereby assigns to Landlord all interest in any such award. Nothing in this Lease shall preclude Tenant from making a separate claim for its lost trade fixtures or moving expenses so long as any such claim or award resulting from such claim does not reduce Landlord's award.

11.4 Sale Under Threat of Condemnation

A sale by Landlord to any authority with power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain under this Section 11. Landlord need not incur expenses for restoration in excess of the amount of condemnation proceeds received by Landlord after payment of all reasonable costs, expenses and attorneys' fees paid or incurred by Landlord in connection with the condemnation.

SECTION 12 SIGNS

All signs shall be designed and constructed according to the criteria set forth in Exhibit "E." Tenant shall not construct or install any signs visible from the exterior of the Premises without the prior written consent of Landlord. Any sign on the Premises will be designed and constructed in compliance with all applicable Laws and receive Landlord's written approval prior to installation. In no event shall handwritten signs be acceptable.

SECTION 13 OTHER OBLIGATIONS OF PARTIES

13.1 Liens

Tenant shall pay when and as due all claims for work done on the Premises or for services rendered or materials furnished to the Premises and shall keep the Premises free from any liens other than liens created by Landlord. If Tenant fails to pay such claim or to discharge any lien within ten (15) days after such lien is filed, Landlord may do so and collect such amount as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant as provided in Section 14.3 below. Such payment by Landlord shall be in addition to any other right or remedy and shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's breach of this Lease.

13.2 Holding Over

If Tenant does not vacate the Premises and remove property and/or restore the Premises as required by the Lease upon expiration or earlier termination of this Lease, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease (except that the Term will be month to month and the Base Rent will be 125% percent of the Base Rent payable by Tenant immediately prior to the end of the Term), or to eject Tenant from the Premises and recover damages caused by wrongful hold over.

13.3 Rights of Landlord

Landlord shall have the right to change the name or designation of the Center without notice or liability to Tenant. Except as provided in Sections 1.22 & 1.23, Landlord shall also have the right to grant to anyone the exclusive right to conduct a particular business or undertaking in the Center. Without implying consent to any use not included in Section 1.7, Tenant shall not use the Premises for any use which violates any exclusivity provision in any lease at the Center, now in existence and of which Tenant has been notified in writing, or notice of which is given to Tenant prior to Tenant's initiation of such use.

13.4 Priority of Lease

Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any future mortgagee upon the Leased Property irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter into an agreement that in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder. The word "mortgage," as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof.

13.5 Landlord's Liability; Sale

The liability of Landlord under this Lease shall be limited to Landlord's interest in the Center, and any judgment against Landlord shall be enforceable solely against Landlord's interest in the Center. In the event the original Landlord hereunder, or any successor owner of the Center, shall sell, convey, or otherwise transfer its interest in Center, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate. In the event of any such transfer, Landlord, or such successor owner, shall transfer any unused amount of the prepaid rent specified in Section 1.20 to the new owner. All liabilities and obligations of Landlord accruing thereafter shall be binding upon the new owner. Tenant agrees to attorn to such new owner upon assumption of the lease by the new owner or pursuant to the terms of a reasonable subordination, non-disturbance and attornment agreement executed by Tenant and such new owner, as set forth in Section 13.4.

13.6 Estoppel Certificate

Within ten business days after Landlord's written request, Tenant shall deliver a written statement stating the amount of all rent, the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord or by any prospective lender or purchaser.

13.7 Existing Restrictions

This Lease is subject to all easements, restrictions, agreement of record, mortgages and deeds of trust, zoning and building laws, and all other laws, statutes, codes, ordinances, rules, regulations and other governmental requirements now in effect or becoming effective after the date this Lease is executed (collectively, "Laws").

13.8 Covenant of Quiet Enjoyment

Landlord covenants that, as long as no event of default shall have occurred, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease without any interruption or disturbance from Landlord or any party claiming, by, through, or under Landlord, subject to the terms and conditions of this Lease.

SECTION 14DEFAULTS; REMEDIES14.1 Default

The following shall be events of default:

14.1.1 Payment Default. Failure of Tenant to make any Base Rent or Additional Rent payment, or any other payment under this Lease when it is due. Tenant's failure to pay base rent, additional rent or any other payment within five (5) calendar days of written notice that rent is past due. Tenant shall be entitled to such notice on two occasions annually. Upon the second occasion in a 12-month period, and after the five (5) day grace period following delivery of said notice, Tenant shall be in default upon failure to pay the rent, additional rent or other payment when due.

14.1.2 Unauthorized Transfer. Tenant makes any transfer without Landlord's prior written consent as required under Section 10.

14.1.3 Abandonment of Premises. Tenant vacates or abandons the Premises during the Term, unless such failure is excused under other provisions of this Lease.

14.1.4 Default in Certain Covenants. Failure of Tenant to deliver the instruments described in Section 13.4 or Section 13.6 as and when required in such Sections, as applicable, or failure of Tenant to comply with any applicable Law when and as required by the applicable governmental authority.

14.1.5 Default in Other Covenant. Failure of Tenant to comply with any other term or condition of this Lease or to fulfill any other obligation of this Lease with 30 days after written notice by Landlord specifying the nature of the failure with reasonable particularities. No notice and no opportunity to cure shall be required if Landlord has previously given Tenant notice of failure to comply with such term or condition or fulfill such other obligation of this Lease two or more times in any twelve-month period during the Term.

14.1.6 Insolvency Defaults. Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Tenant; the commencement by Tenant of voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Tenant in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment of or the consent by Tenant to the appointment of a receiver, trustee or custodian of Tenant or of any of Tenant's property; an assignment for the benefit of creditors by Tenant; Tenant's failure generally to pay its debts as such debts become due; the making or suffering by Tenant of a fraudulent transfer under applicable federal or state law; concealment by Tenant of any of its property in fraud of creditors; or the imposition of a lien through legal proceedings or distraint upon any of the property of Tenant which is not discharged or bonded. During any period in which there is a Guarantor(s) of this Lease, each reference to "Tenant" in this paragraph shall be deemed to refer to "Guarantor or Tenant" separately.

14.2 Remedies on Default

Upon default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law:

14.2.1 Retake Possession. To the extent permitted by law, Landlord may re-enter and retake possession of the Premises, without notice, either through self-help, by summary proceedings, any other applicable action or proceeding, or other means. Landlord may sue the

Premises for Landlord's own purposes or re-let it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant. To the extent permitted by law, and except as expressly provided in this Lease, Tenant waives the service of any notice of intention to terminate this Lease or to retake the Premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand required or permitted under applicable law.

14.2.2 Re-let the Premises. Landlord at its option may re-let the whole or any part of the Premises, from time to time either in the name of the Landlord or otherwise, to such tenants, for such terms ending before, on, or after the expiration date of the Term, at such rentals and upon such other conditions (including concessions and free rent periods) as Landlord, in its sole discretion, may determine to be appropriate. Landlord shall make reasonable effort to re-let the Premises in whole or in part. No failure to re-let premises shall operate to relieve Tenant of any liability under this Lease or otherwise affect Tenant's liability. If there is other comparable unleased space in the Center, Landlord shall have no obligation to attempt to re-let the Premises prior to leasing other space in the Center.

14.2.3 Damages for Default. Whether or not Landlord retakes possession of or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to unpaid rent, attorneys' fees reasonably incurred, and costs of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the Term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining Term as allowed by law.

14.3 Cure of Tenant's Default

Without prejudice to any other remedy for default, Landlord may perform any obligation of Tenant or make any payment required by Tenant under this Lease if Tenant fails to do so. The cost of performance, including reasonable attorneys fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the prime rate as declared by a major bank in Oregon or Washington, plus two percentage points, but not in any event at a rate greater than the maximum rate of interest permitted by law.

SECTION 15 PREPAID RENT

Upon mutual execution of this Lease, Tenant shall pay to Landlord \$6,075 as Prepaid Rent as set forth in Section 1.20, and if the Tenant is not in default of any provisions of this Lease, such prepaid rent shall be applied toward the first month of the term as set forth in section 1.20. Upon a default by Tenant prior to such application, Landlord shall have the right, without waiver of default or prejudice or other remedies, to use the prepaid rent, all or in part, to cure the default or to compensate Landlord for all or any damages resulting from the default. Landlord's obligations with respect to the prepaid rent are those of a creditor and not of a trustee, and Landlord can commingle the prepaid rent with Landlord's general funds. Landlord shall not be required to pay tenant interest on the prepaid rent.

SECTION 16 LANDLORD'S AND TENANT'S WORK

See Exhibit "D" Tenant Improvements

SECTION 17MISCELLANEOUS17.1 Waivers

No waiver by Landlord of performance of any provision of this Lease shall be deemed to be a waiver of nor prejudice Landlord's right to otherwise require performance of the same provisions or any other provision.

17.2 Recording

Tenant shall not record this Lease without prior written consent of Landlord, which consent Landlord may withhold in its sole discretion.

17.3 Notices

Except as otherwise expressly set forth in this Lease, all notices under this Lease shall be in writing and shall be effective when delivered in person, or if mailed, upon deposit in the United States mail, certified and postage prepaid and addressed to the address of Tenant showing in Section 1.5 or to the address of Landlord shown in Section 1.2 or at such other address as may be designated by either party by notice to the other given in accordance with this Section 17.3.

17.4 Exhibits

The following Exhibits are attached to this Lease and are a part of this Lease as if set forth in full in this Lease: Exhibit "A;" Legal Description; Exhibit "B" Site Plan of the Center; Exhibit "C 1.0, C 2.0" Leased Premises; Exhibit "D" Specifications (work); and Exhibit "E" Sign Criteria.

17.5 Construction

(a) This Lease shall be construed and governed by the laws of the State of Washington; (b) the invalidity or non-enforceability of any provision hereof shall not affect or impair any other provisions hereof shall not affect or impair any other provisions hereof; (c) this lease constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between parties with respect to the subject matter hereof; (d) this Lease may not be modified or amended except by written agreement signed by both parties; (e) if there be more than one tenant, the obligations hereunder imposed upon Tenant shall be joint and several; (f) time is of the essence of this Lease and each and every provision hereof; (g) nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the parties hereto and not provisions contained herein shall be deemed to create any relationship other than that of landlord and tenant; (h) all provisions, the full performance of which is not required prior to the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease and shall be fully enforceable thereafter; (i) there have been no representations made by Landlord or its agents or understandings made between the parties other than those set forth in this Lease; (j) the parties acknowledge and agree that any calculations of square footage shall affect the obligations of Tenant under this Lease including, without limitation, the amount of Base Rent or Additional Rent payable by Tenant.

17.6 Successors

Subject to limitations on assignments in this Lease, all of the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties to this Lease.

17.7 Attorneys' Fees

In the event suit or action is instituted to interpret or enforce any term of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on petition for review, or on appeal, in addition to all other sums provided by law.

17.8 Hazardous Substances

Neither Tenant nor Tenant's agents, independent contractors or employees shall use, generate, transport, treat, store, dispose of or otherwise handle Hazardous Substances on the Premises or in the Center without the prior written consent of Landlord. Landlord may withhold such consent in its sole discretion or may condition such consent upon Tenant's agreement to comply with requirements designated by Landlord. The term "Hazardous Substances" shall mean any and all hazardous, toxic, infectious, or radioactive substances, wastes or materials as defined or listed by any law.

17.9 Force Majeure

Whenever a period of time is prescribed in this Lease for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, Laws, or any other causes of any kind whatsoever which are beyond the control of Landlord.

17.10 Brokerage

Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction other than the brokers described in Section 1.17 and 1.18. Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction, except for the brokers described in the next sentence. This obligation shall not apply to Landlord's broker whose name is set forth in Section 1.17 of this Lease or any broker with whom Landlord has entered into a written brokerage agreement which is in effect at the time this Lease is executed.

COMMISSION AGREEMENT. If Landlord has not entered into a listing agreement (or other compensation agreement with Landlord's Broker), Landlord agrees to pay a commission to Landlord's Broker (as identified in section 1.17 above) as follows:

5% of the gross rent payable pursuant to the Lease.

Landlord's Broker shall be entitled to a commission upon the extension by Tenant of the Lease term pursuant to any right reserved to Tenant under the Lease calculated as provided as follows: 2.5% of the gross rent payable pursuant to the Lease Extension.

Any commission shall be earned upon execution of this Lease, and paid upon execution of the Lease.

17.11 Authority

The person executing this Lease on behalf of Tenant hereby covenants and warrants that the execution of this Lease is duly authorized by Tenant, and Tenant is qualified to do business in Washington, and that the person signing on behalf of Tenant was authorized by Tenant to bind Tenant to this Lease. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties.

17.12 No offer

This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind Landlord in any way until (a) Tenant has duly executed and delivered duplicate originals of this Lease to Landlord and (b) Landlord has executed and delivered on of such originals to Tenant.

The parties have executed this Lease to be effective immediately.

Landlord:

By _____

Its _____

Tenant:

By _____

Its _____

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS ®

PORTLAND/VANCOUVER OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Lists of Exhibits

Exhibit A- Legal Description

Exhibit B – Site Plan of Center

Exhibit C – Leased Premises

Exhibit D – Specifications

Exhibit E – Sign Criteria

STATE OF)
)SS.

County of)

On this day personally appeared before me, _____
 to me known to be the individual described in and who executed the within and foregoing instrument, and
 acknowledged that _____ signed the same as _____ free and voluntary act and deed for
 the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20____.

 Notary Public for the State of: _____
 Residing at: _____
 My commission expires: _____

STATE OF)
)SS.

County of)

On this day personally appeared before me, _____
 to me known to be the _____, corporation described as Landlord in the foregoing
 instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said
 corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized
 to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this _____ day of _____, 20____.

 Notary Public for the State of: _____
 Residing at: _____
 My commission expires: _____

Exhibit "A" Legal description

Parcel 1

Lying within SHORT PLAT recorded in Book 3, Page 311 in a portion of the Southeast quarter of the Northeast quarter of Section 24, Township 4 North, Range 1 West, Willamette Meridian and the Arthur Quigley Donation Land Claim, City of Ridgefield, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 1, recorded in Book 3 of Short Plats, Page 311, records of Clark County, Washington; thence South 87°53'06" West, along the South right of way line of Mill Street, as shown in said Short Plat, for a distance of 31.63 feet; thence South 71°07'06" West, along said South right of way line, a distance of 52.68 feet to the Northwest corner of said Lot 1; thence South 00°52'54" East, along the West line of Lot 1, for a distance of 88.37 feet to the Southwest corner thereof, thence North 89°54'15" East along the South line of Lot 1 and the Extension thereof, for a distance of 88.70 feet; thence North 00°07'21" West, for a distance of 106.74 feet to the South right of way line of Mill Street; thence South 87°53'06" West, along said South right of way line, for a distance of 8.39 feet to the Point of Beginning.

Parcel 2

Lying within SHORT PLAT recorded in Book 3, Page 311 in a portion of the Southeast quarter of the Northeast quarter of Section 24, Township 4 North, Range 1 West, Willamette Meridian and the Arthur Quigley Donation Land Claim, City of Ridgefield, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 1, recorded in Book 3 of Short Plats, Page 311, records of Clark County, Washington: thence North 87°53'06" East along the South right of way line of Mill Street, as shown in said Short Plat, for a distance of 8.39 feet to the True Point of Beginning; thence continuing North 87°53'06" East, along said South right of way line, for a distance of 62.16 feet; thence South 00° 05'45" East, for a distance of 108.93 feet to the South line of Lot 2; thence South 89°54'15" West, along the South line of said Lot 2, for a distance of 62.06 feet; thence North 00°07'52" West, for a distance of 106.74 feet to the True Point of Beginning.

Parcel 3

Lying within SHORT PLAT recorded in Book 3, Page 311 in a portion of the Southeast quarter of the Northeast quarter of Section 24, Township 4 North, Range 1 West, Willamette Meridian and the Arthur

Quigley Donation Land Claim, City of Ridgefield, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 1, recorded in Book 3, Page 311, records of Clark County, Washington; thence North 87°53'06" East along the South right of way line of Mill Street, as shown in said Short Plat, for a distance of 70.55 feet to the True point of Beginning; thence South 00°05'45" East, for a distance of 108.93 feet to the South line of Lot 2; thence North 89°54'15" East, along the South line of said Lot 2 and the extension thereof, for a distance of 109.19 feet to the Southeast corner of said Lot 3; thence North 00°52'54" West, along the East line of said Lot 3, for a distance of 112.73 feet to the Northeast corner of Lot 3, being on the South right of way line of Mill Street; thence South 87°53'06" West, along said South right of way line, for a distance of 107.71 feet to the True Point of Beginning.

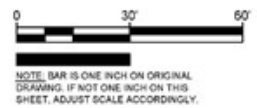
Exhibit "B" – Site Plan of Center



DB #: 1416.04.02
 DATE: 10/02/2018
 DESIGNED BY:
 C. RILEY
 AULI FOSTER ALONGI
 10 EAST MILL PLAIN BLVD, SUITE 400
 VANCOUVER, WA 98660
 PHONE: 360.874.2891
 www.mqulifoster.com

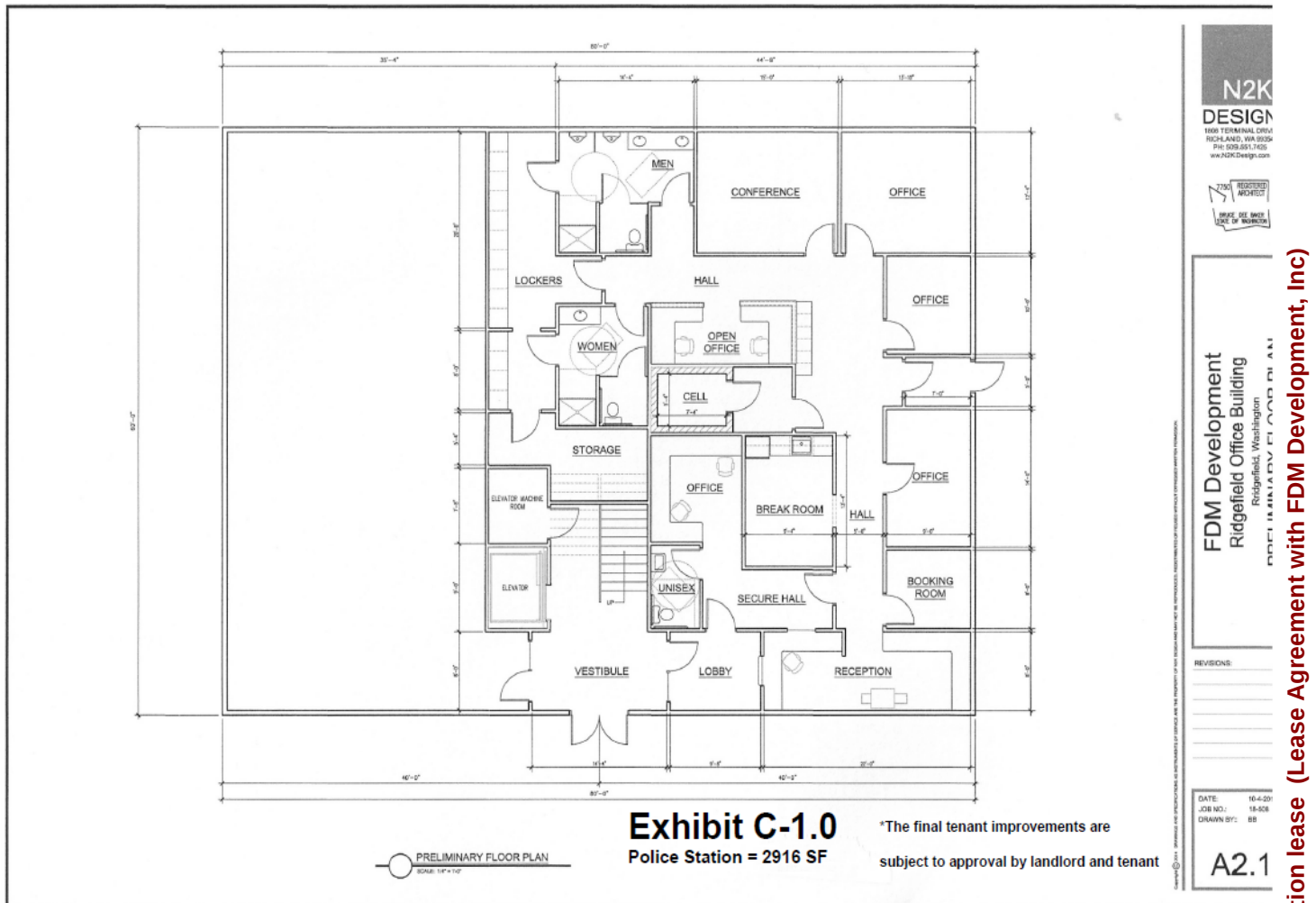
THE BLUFFS
 FDM DEVELOPMENT
 RIDGEFIELD, WA

CONCEPTUAL SITE PLANNING
 SITE PLAN IS CONCEPTUAL AND MAY NOT MEET CITY CODE REQUIREMENTS



Attachment: Police station lease (Lease Agreement with FDM Development, Inc)

Exhibit "C" – Leased Premises



Attachment: Police station lease (Lease Agreement with FDM Development, Inc)

Exhibit D – Specifications

Exhibit D – Specifications/Work

Exhibit "F" Tenant Improvements

FDM Development, Inc. STANDARD VANILLA BOX SPECIFICATIONS Page 1 of 4

I. Landlord Responsibility:

Entrance

Aluminum stile full glass door (size tbd) with standard hardware - glass to be 1" thick insulated clear glass tempered in doors. Safety glass in areas required by code.

Storefronts

Typical framing for the window shall be standard 1 ¾" or 2" X 4 ½ " thermal broke aluminum tubing, in color as selected by the Landlord to coordinate with the building architecture. Glass shall be 1" clear insulated safety glass where required by the building code.

Side Door (if applicable)

3'-0" x 6'-8" hollow metal industrial grade exterior door with panic hardware, weather strip, threshold, hinges with non-removable pins, installed on door.

Tenant Demising Walls

Walls to be constructed with 20 gauge metal studding, spaced 16" OC, with 5/8" drywall taped and sanded ready to receive paint or wall covering. Demising walls to be insulated with unfaced 3 ½ " fiberglass insulation.

Interior Doors

Door jamb to be hollow metal slip over drywall frame type. Doors to be 1-3/4" solid core with birch veneer, ready to be painted or stained.

Suspended Ceilings

Suspended ceiling system to be a minimum of 9 ft high with 2'x4' Armstrong white Cortago (or equal) suspended in ceiling tiles. Ceiling grid will be standard exposed inverted white "T" system.

Floor

4" thick concrete floors, poured over a 6" stone base and 6 mill think polyurethane vapor barrier. Floor ready for finishes by tenant.

Electrical

Electrical service size to be 200 amp, 120/208 Volt.

Exit signs and emergency lighting as required by local code official for the empty shell only.

One (1) duplex outlet per every two hundred fifty (250) square feet of leased floor area. One (1) exterior sign circuit on the building side, 110V, 20 Amp.

One (1) combination light/fan fixture for each restroom.

Lighting to be 4 x 8 fixtures, in accordance with the IBC Energy Conservation Code.

Plumbing

Build one single user restroom, in the tenant space, per building code, including ADA requirements. Domestic hot water heater is a 5 gallon electric. Toilet room finishes & walls - 3 ½" metal studs with 5/8" green

board on each side, insulated, taped and sanded to 6" above ceiling, painted with paint on interior of the restroom above 48", FRP below 48" above FF, ADA compliant handrails per code, one (1) sink, one (1) toilet and one (1) 2' x 3' mirror, and ready for Tenant's finish.

UTILITIES

Gas - shall be brought to the Leased Premises and connected to the heating unit and stubbed to the suite.

Telephone/communications - Due to the complexity of telephone/low voltage wiring, only a conduit will be brought to the leased premises. All telephone/low voltage wiring and connections are born by the tenant.

Cable - A spare conduit for cable (if available) will be brought to the building, any further costs are born by the tenant.

Public water – up to a ¾ inch line will be brought to the leased premises and hooked up to the rest rooms & break room, per code. Any additional water/plumbing requirements for tenant improvements, are at tenant's expense.

Sewer – up to a 6" sewer lateral brought to the premises and connected to the rest rooms & break room, per code. Any additional sewer/plumbing requirements for tenant improvements are at tenant's expense.

II. **Tenant's Work:**

Landlord's Work is limited to the work herein above described and excludes work described as Tenant's Work; all work not classified as Landlord's Work is Tenant's Work.

Tenant's Work shall include all other necessary improvements to operate Tenant's business and shall include, but not be limited to, the purchase and/or installation and/or performance of the following, and all the following shall be at **Tenant's expense**. The plans, specifications and Township permits, if any are needed, and the detail and design shall be subject to the written approval of Landlord.

A. ITEMS TO BE DONE, but not limited to include:

1. Telephone/low voltage wiring, devices, and installation and service costs.
2. Inter-com, radio and TV conduit, devices and wiring.

3. Lighting covers and other ceilings not standard to the project.
4. Fire protection and detection devices, other than Landlord's sprinkler system, and fire alarm system if any.
5. Store fixtures, furnishings, display devices and special column treatments.
6. Display window platform, floors, backs and ceilings, interior or special rooms.
7. Store signs and special structural stiffeners and anchorage therefore.
8. Tenant shall bear the additional cost of a special door over that of the standard "straight" front door provided by Landlord, including installation of automatic doors.
9. Complete plans showing all details of interior design, electrical and mechanical items which affect Landlord's Work, if required by Landlord in order to prepare preliminary plans, including special venting or air handling equipment necessary for Tenant's occupancy and use.
10. All interior walls within the Leased premises except as provided by Landlord's Work C(3).
11. All signs in or on the Leased Premises including construction, furnishing and installation. No sign shall be erected without prior written approval of Landlord.
12. Any and all necessary permits, equipment or work required by the Tenant's intended use of the Premises, that is beyond the Landlord's work as listed on this Exhibit, shall be the sole responsibility and expense of the Tenant, which shall also include, but not be limited to, interior grease traps, sampling manholes, sprinkler and fire suppression systems.
13. A grease interceptor shall be installed in the waste line leading from sinks, drains or other fixtures in the following establishments: Commercial kitchens or bars, factory cafeterias or restaurants, clubs or other establishments with food preparation or kitchen facilities where oils, grease and fats may be introduced into drainage systems in quantities that may cause buildup in the lines, line stoppage, or otherwise hinder or have an adverse affect on efficient sewage disposal, or as required by the Township or sewer authority. All tenant's who are required to install grease interceptors shall be totally responsible for the maintenance, upkeep, repair, replacement and operation of said interceptor(s) and shall keep the same in good operation and repair and shall be responsible or liable for any loss or damage occurring from any failure to operate, maintain and replace when needed, said interceptor(s). The Landlord and/or Owner shall have

the authority to require any tenant to present a written certificate or other evidence acceptable to the Landlord and/or Owner of regular periodic cleaning of the system if he, in his discretion, deems that a problem may exist. If the Landlord and/or owner is required by the sewer authority to install an exterior grease trap that collects grease from all tenants, each tenant shall be charged their prorata share of the costs incurred to maintain the interceptor(s), provided that the monthly maintenance done by Landlord and billed as CAM.

14. Tenant shall deliver to Landlord a copy of its **Certificate of Occupancy** issued by the Municipality where Tenant's Leased Premises are located before Tenant opens for business.

B. CONSTRUCTION

1. Tenant may choose to have landlord finish the lease space to their specifications. All work performed by landlord on behalf of the Tenant, above and beyond the items specified in the Vanilla shell above will be at the sole expense of the Tenant and may include design and drafting fees, permitting, engineering and construction costs.
2. All work undertaken by Tenant shall be at Tenant's expense and shall not damage the building or any part thereof; design and details shall conform with the standards of the Project and shall be approved by Landlord.
3. Tenant must provide Landlord with a full set of as-built plans delineating all electrical, mechanical, plumbing and wall locations to the Landlord within thirty (30) days after obtaining certificate of occupancy.

EXHIBIT "E" **SIGN CRITERIA**

This sign criteria has been established for maintaining the overall appearance of the Center. THE FOLLOWING REQUIREMENTS ARE TO BE OBSERVED BY ALL SHOP TENANTS REGARDING SIGN AND STOREFRONTS.

A. TENANTS' EXTERIOR BUILDING SIGN

1. All Tenants building signs shall conform to local code ordinances and bear sign company manufacturer UL labels.
2. Tenant, or its agents, shall obtain a sign permit prior to installation.
3. Two copies of Tenant's sign layout shall be submitted to Landlord for approval before fabrication, indicating colors, exact placement of sign on the building, dimensions of sign and details of construction. Landlord shall provide to tenant a copy of the applicable building elevation drawing upon request.
4. An approved drawing is required prior to installation. Signs built without approval or contrary to corrections will be altered to conform to requirements at Tenant's expense.
5. No flashing or animated signs will be permitted.
6. No projections above or below the sign band will be permitted.
7. All ballast(s) and transformer(s) shall be concealed in the exposed raceway and no exposed electrical tubing or "Crossover" will be permitted.
8. Sign location shall be centered on Tenant storefront sign band and within 80% maximum or Tenant storefront lineal footage.
9. Signs are to be internally illuminated. Design shall be "Individual Letters" or "Pan Channel" lettering. Any and all exposed metal shall be painted with automotive grade polyurethane paint.
10. Letter height shall not exceed 24" and be mounted on exposed raceway to color match surrounding building wall.
11. In the event the Tenant vacates the premises, Tenant shall be responsible for the removal of its sign(s), the patching and painting of penetrations to match building color and the repair or any damages to the building as result of the sign's presence or removal.
12. Single line lettering shall not exceed 24" in height. Two lines of lettering will be permitted, subject to Landlord's approval, as long as contained within 24" height limitation.
13. One sign per Tenant Sign band installed.
14. Symbols, lettering style, spacing and colors are subject to written approval of Landlord.

B. TENANTS STOREFRONT WINDOW SIGN

1. Tenant may apply limited lettering to door or window area adjacent to door, to specify hours of operation and emergency phone numbers.
2. All lettering shall be white vinyl with self-adhesive.
3. Window painting shall not be allowed.
4. Landlord must approve all window lettering.

C. NEON WINDOW SIGNAGE

1. No flashing, animated, or electric reader board signs shall be allowed.
2. One (1) "OPEN" sign shall be allowed per window elevation.
3. The Landlord must approve all neon window signage.

D. INSTALLATION

Installation and maintenance of all Tenant signs shall be at Tenant's expense and shall be installed in a manner approved by Landlord. Tenant shall be fully responsible for the operations of the Tenant's sign contractor.

E. EXCEPTIONS

No Exceptions shall be permitted without written approval of Landlord.

Exhibit F Fenced Holding Area and Garage



Attachment: Police station lease (Lease Agreement with FDM Development, Inc)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 13, 2019

ITEM: BUSINESS

AGENDA ITEM TITLE: Motion - Approval of Interlocal Agreement with Clark County -
Traffic Signal

GOVERNING LEGISLATION:

RCW 39.34 Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

The Revised Code of Washington 39.34 allows for governmental agencies to enter into interlocal agreements whereby each party can utilize the other party's services when it is determined to be in the best interest of both parties. Clark County maintains staffing dedicated to traffic signal operations, and the County operates the traffic signal systems for other small Cities within the County including Battle Ground, Camas and Washougal.

Due to a desire to maintain a regional network of interconnected traffic control devices, the proposed interlocal agreement allow the County to operate the City's traffic signals, school flashers, and a regional traffic system network that will reside on the County's servers. This network allows traffic data to be collected and signals throughout the network to be timed to allow for more efficient traffic flow. This agreement will allow the City to access County O&M staff for work not only on signals, but also for street maintenance such as crack sealing, culvert cleaning and pavement marking and striping similar to the GEM agreement.

BUDGET/FINANCIAL IMPACTS:

Services provided by the County will be negotiated on an as-needed basis, and a work order for each task will be approved by City staff. The agreement also includes a not-to-exceed amount of \$100,000 for the 5-year term of the agreement.

RECOMMENDED ACTION OR MOTION:

"I move to authorize the City Manager to execute and interlocal agreement with Clark

County for providing engineering and O&M services related to the City's traffic signal system and streets".

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: Ridgefield Interlocal Agreement (DOCX)
EXHIBIT A - Clark County Public Works Scope of Services (DOCX)
EXHIBIT B - Reimbursable RC Requisition form (XLSX)
EXHIBIT C - Title VI Assurances (DOCX)

INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY and THE CITY OF RIDGEFIELD
for PUBLIC WORKS MAINTENANCE and PROJECTS

THIS IS AN INTERLOCAL AGREEMENT (Agreement) made and executed this day of June 2019, by and between Clark County, a municipal corporation of the State of Washington (County), and the City of Ridgefield, a municipal corporation of the State of Washington (City).

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

WHEREAS, the County and City are charged with the responsibility of constructing and maintaining their facilities, streets, roads, traffic signal and transportation systems; utilizing staff, equipment, material and resources to perform the necessary work; and

WHEREAS, it is mutually beneficial to include public works transportation related work needed by one party in the other party's maintenance or capital project; and

WHEREAS, the City has asked the County to provide technical expertise, testing, inspection, oversee new construction, provide access to computer networks, and perform maintenance activities on its behalf; and

NOW, THEREFORE, pursuant to RCW 39.34 and in consideration of the terms, conditions, covenants, and performances contained herein, and per the attached Exhibits, incorporated and made a part hereof:

THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The City and the County have agreed that the County will provide professional engineering services related to the City's traffic signal system, engineering, construction management, testing, inspection, and computer network operation. Scope of work to be performed by County traffic control staff is described in Exhibit A.
2. **WORK REQUESTS.**
 - 2.1. Written requests for routine or planned work: The City shall deliver a written request to the County for the work to be performed.
 - 2.2. Verbal requests in case of an emergency: In cases of emergency or unforeseen circumstances necessitating prompt action, (provided the cost for the work is estimated to be less than the current contract expenditure limit), a request may be made verbally, and must be memorialized in writing within 48 hours of the verbal request.
 - 2.3. Reimbursable Work Order: A Reimbursable Work Order (RWO), attached herein as Exhibit B, shall be completed by the County and provided to the City to document the specific work within the RWO and will include an itemized cost estimate, timelines, reimbursable costs, administration and overhead charges for the Contracting Party. Work may commence once the document is signed by both parties.
 - 2.4. The County agrees to provide services as described in Exhibit A; with specific work defined in separate, signed RWOs; up to a combined limit of \$100 Thousand Dollars

Interlocal Agreement – Clark County and City of Ridgefield
Signed: June , 2019

and no cents (\$100,000.00). The City agrees to compensate the County for project or program costs within this not-to-exceed limit.

2.5. The City agrees to make monthly progress payments of work defined in each RWO upon billing by the County. Progress billings will be submitted by the County on the Xth date of the month. The City will provide payment within sixty (60) calendar days of receipt of the payment. The final payment for remaining RWO's costs shall be submitted within sixty (60) days after receipt of billing from the County.

2.6. If the City desires to add to or change work under an approved RWO, it shall give written notice to the County. The County shall respond to the City's request with an acceptance or rejection as soon as practicable but no more than five (5) working days after receipt of the request. If accepted, the County may proceed with work in the normal course. If rejected, the County must halt work on any aspect of the project directly impacted by the proposed addition/change until the the City approves the County's response in writing. If the City and County cannot come to agreement on the proposed addition/change, the County may elect to instruct the City to have the work performed by a contractor instead of the County.

2.7. Payments will reference the approved RWO and will be remitted to the Clark County Treasurer at the following address:

Clark County Treasurer
PO Box 5000
Vancouver, WA 98666-5000

3. RESPONSIBILITIES OF PARTIES.

- 3.1. Comply with the requirements of the federal Title VI program, per Exhibit C.
- 3.2. Right of Entry. If necessary to carry out the Work, the City agrees to arrange for rights of entry in favor of the County and its contractors upon all privately owned lands upon which the county requires access to safely perform the work. The rights of entry may include reasonable entry and use restrictions. The City will provide the County with written documentation of such rights of entry at least five (5) working days prior to the work begin date.
- 3.3. Independent Contractor. Both parties shall be deemed independent contractors for all purposes, and the employees of each party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other party. Each party shall retain all authority for provision of services, standards of performance, discipline and control of its own personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of the County an employee of the City or any employee of the City an employee of the County for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

4. NEW CONSTRUCTION, INSPECTION, AND ACCEPTANCE.

- 4.1. The City will administer the overall project.

- 4.2. The City agrees to utilize traffic signal equipment, flashers, and other designated equipment specified by County traffic engineers or technicians, as set forth in Exhibit A. The City agrees to notify the County of any change orders affecting signal work.
- 4.3. County traffic engineers and technicians will provide technical support, as detailed in Exhibit A, and work directly with the contractor that is performing the signal work. County staff shall keep City staff informed throughout project implementation. County staff will provide the City with a written summary of significant discussions between the County and on-site contractor related to signal work. Minor discussion may be addressed through verbal updates.
- 4.4. Upon completion and acceptance of the work, the City agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of any constructed facilities.
5. **LIABILITY.** No liability shall attach to the City or the County by reason of entering into this Agreement except as expressly provided herein. This Agreement is executed for the benefit of the parties and the public generally. This Agreement is not intended and shall not be construed as creating any third-party beneficiary.
6. **HOLD HARMLESS/INDEMNIFICATION.** To the extent authorized by law, the County and City shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one party arising

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out of, in connection with, or incident to the other party's performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of the County and the City, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of their respective allocations of negligence, and provided further, that nothing herein shall require the County or City to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Agreement.

7. CYBER SECURITY: Clark County recognizes the need for cyber protections for Critical Infrastructure devices and Critical Infrastructure Key Resources (CIKR). Traffic systems per (42 USC 5195c:) and Presidential Directive (63 FR 41804), original and updated in PPD-21, define traffic systems as a key sector of Critical Infrastructure, and thus they fall under the guidance of the Department of Homeland Security for protections methods. Clark County will align with the Federal NIPP (National Infrastructure Protection Plan), The Washington Statewide Homeland Security Strategic Plan and WIPP (Washington State Infrastructure Protection Plan). Clark County has adopted the prescribed National Institute of Standards of Technology (NIST) Cyber Security Framework as a basis for Security Controls, so we require that any connection to and between Clark County and an external agency meet the minimum level of requirement and controls set forth above. Records related to the foregoing are covered under the Revised Code Washington, (RCW 42.56.420). For Equipment list standards please see attached Technical Equipment Specifications, (Exhibit A).

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Signed: June , 2019

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

To the City:

CITY OF RIDGEFIELD
PO Box 608
Ridgefield, WA 98642
Attention: Public Works Director

To the County:

CLARK COUNTY PUBLIC WORKS
PO Box 9810
Vancouver, WA 98666-9810
Attention: Public Works Director

The name and address to which notices shall be directed may be changed by either party giving the other notice of such change.

9. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach.
10. TERM. The term of this Agreement is for a period of five (5) years, from _____, 2019 through _____, 2024.
11. AMENDMENT. Except as otherwise provided herein, any modification to this Agreement must be in writing and subject to the consent of each party. The County agrees to not exceed the estimated budget amounts as described in the RWO for each category of work including Preliminary Engineering, Right-of-Way, Construction or Construction Engineering, without

Interlocal Agreement – Clark County and City of Ridgefield
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first providing an explanation for exceeding the estimated amount and receiving written permission (email acceptable) from the City.

12. EXTENSIONS. The term of this Agreement may be extended in five-year increments, up to a maximum of fifteen (15) additional years or through June 2039. Each request for extension must be in writing. Approval of requested extensions must be provided by the County Council or the City Council, whichever is receiving the request. Either party may affirmatively terminate the option of extension by notifying the other party in writing ninety (90) days prior to expiration of the current contract term.
13. TERMINATION. Either party may terminate this Agreement by providing to the other party notice of proposed termination 90 (ninety) days prior to the proposed date of termination. Actual termination must be accompanied by payment in full of any uncontested balance owing for services rendered as of the date of termination. Written notice shall be deemed effective three days post presentation, either through mail notice or email notice.
14. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered herein, and no prior Agreements shall be effective to the contrary.
15. AUDIT AND RECORDS. During the progress of the work and for a period of not less than three (3) years from the date of final payment, both parties shall maintain the records and accounts pertaining to the work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the other Party, State of Washington, and/or Federal Government, and copies of all records, accounts, documents or other data

Interlocal Agreement – Clark County and City of Ridgefield
Signed: June , 2019

pertaining to the work will be furnished upon request. The requesting party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

16. DOCUMENT EXECUTION AND FILING. The County and the City agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the County and the City. Upon execution, one executed original of this Agreement shall be retained by the Ridgefield City Clerk and one shall be retained by the County. The Ridgefield City Clerk shall cause a copy of this agreement to be posted on the City website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the city's website, each such duplicate original shall constitute an agreement binding upon all parties. One each of the duplicate originals shall be distributed to the designated agents of the parties, named as follows:

Public Works Director
City of Ridgefield
PO Box 608
Ridgefield, WA 98642

Director of Public Works
Clark County
PO Box 9810
Vancouver, WA 98666-9810

Interlocal Agreement – Clark County and City of Ridgefield
Signed: June , 2019

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

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

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2019.

CLARK COUNTY

CITY OF RIDGEFIELD,
A municipal corporation

By: _____
Shawn Hennessee, County Manager

By: _____
Steve Stuart, City Manager

Attest:

By: _____
Julie Ferris, City Clerk

Approved as to form only:

Approved as to form only:

By: _____
Name: Bill Richardson
Deputy Prosecutor for the County

By: _____
Janean Parker, City Attorney

Attachment: Ridgefield Interlocal Agreement (Interlocal Agreement with Clark County - Traffic Signal)

INTERLOCAL AGREEMENT CLARK COUNTY & CITY OF RIDGEFIELD

EXHIBIT A: SCOPE OF SERVICES and STANDARDIZED EQUIPMENT LIST

OPERATIONS AND MAINTENANCE

(Contact: TBD, Operations Division Manager)

1. Paving & pavement repairs:
 - Patching
 - Crackfilling
 - Pre-levelling
2. Drainage maintenance:
 - Catch basin / structure cleaning
 - Storm pipe cleaning
 - Storm treatment facility repairs/maintenance
3. Street sweeping
4. Snow & Ice Control

STRIPING AND PAVEMENT MARKINGS

(Contact: Matt Griswold, PE, Section Supervisor)

1. Maintenance Activities
 - Striping
 - Pavement Markings

BRIDGE INSPECTIONS

(Contact: Dave Dolan, PE, Section Supervisor)

Bridge # 336 (Woodin Creek Culvert)

Bridge # 205 (NE 142nd Avenue)

TRAFFIC SIGNALS, INTELLIGENT TRANSPORTATION SYSTEMS & SCHOOL FLASHERS

(Contact: Rob Klug, PE, Traffic Signals Section Supervisor)

Standardized Equipment

Clark County has specific equipment for traffic signal controllers, vehicle detection systems, network communications equipment, and equipment within the traffic signal, Intelligent Transportation Systems (ITS) and school flasher systems. The city is not obligated to use equipment from the standardized list of equipment, but if the city chooses to install other equipment, then the county can choose to not maintain the city chosen equipment that is not on the standardized list.

INTERLOCAL AGREEMENT CLARK COUNTY & CITY OF RIDGEFIELD

EXHIBIT A: SCOPE OF SERVICES and STANDARDIZED EQUIPMENT LIST

The standardized list is used to allow the county traffic signal staff to be experts in a limited set of potential equipment, along with insuring cybersecurity needs for the networked equipment.

The list of standardized equipment will change over time, but at a minimum, any equipment that the city requests the county to maintain, program or manage shall include:

- Traffic signal controller software – Trafficware
- Malfunction Management Units – Reno AE
- Radar detection systems – Wavetronix
- Video detection systems – Gridsmart
- Ethernet switches and routers – Ruggedcom (Siemens)
- Emergency vehicle preemption – GTT
- School Flashers – Eltec
- Modems-- Cisco/Verizon

Maintenance

County Public Works staff will provide technical expertise to assist City staff in maintaining their traffic signal systems. Work may include scheduled preventative maintenance, one-call utility locates, responding to trouble calls requested by the agency (such as replacing burned out bulbs, addressing field wiring issues, changing defective equipment (processing Return Materials Authorizations (RMA's) with the equipment vendors for equipment the County also uses, or immediate collision repair (making the signal safe after a collision, prior to getting a contractor on site) and so forth. For equipment not conforming to County standard, City shall maintain their own inventory and manage their own equipment repair processes with vendors (County may assist with removal of defective/installation of repaired non-conforming equipment as requested by City). County will not maintain an inventory of City specific equipment/components/materials. When replacement equipment/components/materials are utilized from County stock the City will be responsible for full replacement costs for a new item to be purchased to restock County inventory if items are not repairable. If items are repairable, City will be required to pay all repair costs.

Signal Timing

County signal staff will modify City traffic signal timing, as required or requested upon request by the City.

All public records requests for City signal operation will be initiated by the City to the County via email.

INTERLOCAL AGREEMENT CLARK COUNTY & CITY OF RIDGEFIELD

EXHIBIT A: SCOPE OF SERVICES and STANDARDIZED EQUIPMENT LIST

Cabinet Testing

County signal technicians and traffic engineers will test the traffic signal cabinet in the county signal shop, set up initial timings in the traffic signal controller and other equipment, work with the contractor's vendor to resolve any problems with the equipment while testing in the shop.

New Construction

County staff is available for review of proposed signal plans upon request by the City. County staff will review the proposed plans for consistency with operations and equipment. The City will be responsible for determining basic operation, such as: signal phasing, method of left turns, railroad preemption parameters and so forth.

County staff will inspect traffic signal, ITS and school flasher equipment that is installed in capital and development construction projects.

The City's contractor shall be responsible for signal turn on, set up vehicle detection systems, communications, and other features in the signal system. County signal staff will provide punch-lists upon request to the City after the turn on.

County staff will work with City staff after turn on, to modify the timings and address how the signal is working after initial install.

Lightning strikes, other natural weather events or collisions that destroy equipment in a signal cabinet could result in the need to replace tens of thousands of dollars of equipment. The City will order and pay for, or City will provide a Purchase Order for, equipment or material obtained by the County to repair the damaged equipment. Alternatively, the County may order and pay for equipment and materials to repair the damage, and then invoice the City for the costs. Work to address an emergency event will be addressed by a new reimbursable work order.

INTERLOCAL AGREEMENT CLARK COUNTY & CITY OF RIDGEFIELD**EXHIBIT A: SCOPE OF SERVICES and STANDARDIZED EQUIPMENT LIST****SCHOOL FLASHER SYSTEMS****Maintenance**

County staff will maintain school flasher systems for the City that are consistent with County school flasher systems and can communicate back to the County server based school flasher central system. Work may include scheduled preventative maintenance, one-call utility locates, responding to trouble calls when notified by the City (such as replacing burned out bulbs), addressing field wiring issues, changing defective equipment, processing Return Materials Authorizations with the equipment vendors, and/or immediate collision repair.

County staff will respond to City staff requests to resolve issues about the flashers not working. Issues could include transient voltage destroying a time clock, communications problems or burned out bulbs or other electronics in the system.

The County uses a school flasher system that actively communicates to a central software module operating on a server. This allows us to monitor the operation, along with remote uploading and downloading of timings to the school flasher. There may be ongoing costs for the leased line communications to the school flasher.

School Flasher Timing

Annually or as requested by the City, the County will relay updated time clock info to school flashers in the regional network. This work requires that County staff create time clock parameters, and send information, along with verifying timings are uploaded by the equipment. Any time the City requests school flasher timing to be modified, i.e. accommodate for a snow day, this work will require County staff time to program the revised schedule and send electronically.

School Flasher Construction Inspection / Testing

Upon request by the City, County staff will review field construction of new school flashers. This includes programming the time clock for the first time operation along with setting up communications to the remote school flasher from an existing communication point or a new communications point.

INTERLOCAL AGREEMENT CLARK COUNTY & CITY OF RIDGEFIELD

EXHIBIT A: SCOPE OF SERVICES and STANDARDIZED EQUIPMENT LIST

REGIONAL COMPUTER TRAFFIC NETWORK AND COUNTY SERVERS

Participants in the regional traffic system network include Washington State Department of Transportation, Clark County, the cities of Camas, Washougal, Battle Ground and Ridgefield.

The County maintains multiple servers that include the following software as of July 2018:

- Trafficware ATMS.now
 - SQL Server database box
 - ATMS.now application and com server
 - Automated Traffic Signal Performance Metrics
 - Transit Signal Priority
 - Alpha UPS
 - Central Traffic Responsive
 - Wavetronix Count Station
 - Web.now
 - Connected Vehicle
 - Synchro Green
- Bluetooth travel time
 - BlueMAC
- Network switch and router management
 - Ruggedcom Network Management Software
- Emergency Vehicle Preemption system monitoring
 - Opticom Central Management Software
- School Flasher programming
 - DLPRO 3000 (Eltec)
- Regional Camera Sharing
 - TKH Sense
- Wavetronix permanent count stations
 - Data collector
 - Data View
 - Data Translator
- Gridsmart camera systems
 - Atlas

The County may add additional software, or software modules.

The City may utilize the County software systems, which may require the City to purchase specific licenses on the software packages. Some of the software does not include unique annual software maintenance agreements.

INTERLOCAL AGREEMENT CLARK COUNTY & CITY OF RIDGEFIELD

EXHIBIT A: SCOPE OF SERVICES and STANDARDIZED EQUIPMENT LIST

Where software systems include annual maintenance fees from the manufacturer, the County will pay for the overall cost of the maintenance fee, and charge the City the proportional share of the license. The cost of the proportional share shall be based on either the:

$$\text{City's proportional share} = \frac{(\text{Total software license cost}) * (\text{total City's licenses})}{(\text{total number of licenses on the software})}$$

For instance, if the total license cost is \$10,000 per year, and the City has 5 licenses of 200 total licenses, the formula would yield:

$$\text{City's proportional share} = \frac{(\$10,000) * (5 \text{ City licenses})}{(200 \text{ total licenses})}$$

$$\text{City's proportional share} = \$250$$

This cost may change from year to year, as other agencies add equipment to the total number of licenses.

Where the license fee is a set amount for the City, the County will pay the total cost of all member agency licenses and then bill the direct amount to the City.

Server Software Annual Maintenance Costs

The County has a group of servers, switches, routers, firewalls and VPN aggregators which are on a 5-year replacement cycle.

The City will pay on an annual basis their proportional share of network hardware and network software replacement costs. The proportional share will be calculated similarly to the software license proportional share previously described, with another factor for the number of years that the City utilized the licenses on the servers.

INTERLOCAL AGREEMENT CLARK COUNTY & CITY OF RIDGEFIELD

EXHIBIT A: SCOPE OF SERVICES and STANDARDIZED EQUIPMENT LIST

Software and Network System Security

Clark County has an evolving cybersecurity program. The City's field equipment will be consistent with the County's cybersecurity needs and align with current critical infrastructure frameworks; and will follow best and current practices for the design, implementation, maintenance and configuration management of these devices."

Supporting links showing regulations and guidelines:

42 USC 5195c: Critical infrastructures protection AKA "Critical Infrastructures Protection Act of 2001/ US Patriot Act".

<https://www.law.cornell.edu/uscode/text/42/5195c>

See also the latest PPD:

PRESIDENTIAL POLICY DIRECTIVE/PPD-21

<https://obamawhitehouse.archives.gov/the-press-office/2013/02/12/presidential-policy-directive-critical-infrastructure-security-and-resil>

This then leads us to the DHS/DOT Sector specific information.

Transportation systems security cyber security framework implementation guide

<https://www.dhs.gov/publication/tss-cybersecurity-framework-implementation-guide>

This in turn points to the NIST cyber security Framework.

"The Transportation Systems Sector Cybersecurity Framework Implementation Guidance and its companion workbook provide an approach for [Transportation Systems Sector](#) owners and operators to apply the tenets of the [National Institute of Standards and Technology Cybersecurity Framework](#) to help reduce cyber risks. Specifically, organizations may use the implementation guidance to:"

Work Book:

<https://www.dhs.gov/sites/default/files/publications/tss-cybersecurity-framework-workbook-2016-508.xlsx>

Guide:

https://www.dhs.gov/sites/default/files/publications/tss-cybersecurity-framework-implementation-guide-2016-508v2_0.pdf

Also:

Washington Statewide Homeland Security Strategic Plan

http://okanogandem.org/HLS_Data/fd-01-21-05-wa-hs-strat-pln.pdf

Washington State Infrastructure Protection plan

<https://www.commerce.wa.gov/wp-content/uploads/2016/05/Energy-WA-Infrastructure-Protection-Plan-2008.pdf>

RCW 42.56.420

<http://app.leg.wa.gov/rcw/default.aspx?cite=42.56.420>

REIMBURSABLE REPORTING CATEGORY REQUISITION

(To Be Filled Out By Department Performing Work)

WORK ORDER TITLE:	BEGIN DATE:	REPORTING CATEGORY
DEPT. PERFORMING THE WORK	ENDING DATE:	
Project Supervisor: <u>Rob Klug, P.E.</u> Phone: _____		
Authorized Signature: _____		
Account # of Dept. Performing Work	FUND	PROG
DEPT	BASUB/ELE	OBJ
REPORTING CATEGORY		
Expense/Revenue Coding		
Expense/Revenue Coding		
Expense/Revenue Coding		
Expense/Revenue Coding		
Expense/Revenue Coding		
Expense/Revenue Coding		
AR CUST NO#		

FINANCIALLY RESPONSIBLE PARTY			CUSTOMER TYPE: (Check One)	
City of Ridgefield			OUTSIDE CUSTOMER ☐ COUNTY DEPARTMENT ☐	
CONTACT PERSON				
ADDRESS			TELEPHONE NO.	
CITY	STATE	ZIP		
Ridgefield	WA			
AGREEMENT				
I HEREBY REQUEST THE <u>Public Works</u> DEPARTMENT TO PERFORM THE FOLLOWING SERVICE				
ALL BILLINGS ARE DONE ON MONTHLY BASIS				
I UNDERSTAND AND AGREE THAT A BILLING FOR REIMBURSEMENT FOR THESE SERVICES AND/OR MATERIALS ARE BASED ON ACTUAL COSTS INCLUDING ANY OVERHEAD CHARGES AND TAXES THAT ARE APPLICABLE, WILL BE MADE TO MY DEPARTMENT, AGENCY, FIRM OR ORGANIZATION AND THAT WE WILL ARRANGE FOR A TRANSFER OF FUNDS OR MAKE PAYMENT WITHIN 30 DAYS AFTER RECEIPT OF SAID BILLING. FINANCE CHARGES WILL BE ASSESSED TO ALL AMOUNTS 30 DAYS PAST DUE.				
FINANCIALLY RESPONSIBLE PARTY				
CUSTOMER SIGNATURE _____			DATE _____	
CUSTOMER NAME (PRINT) _____				

Attachment: EXHIBIT B - Reimbursable RC Requisition form (Interlocal Agreement with Clark County - Traffic Signal)

INTERLOCAL AGREEMENT CLARK COUNTY & CITY OF RIDGEFIELD

EXHIBIT C - TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agree as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non...discrimination in federally assisted programs of the AGENCY, Title 491 Code of Federal Regulations) Part 21 as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"); which are herein incorporated by reference and made a part of this AGREEMENT.
2. Non--discrimination: The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub--consultants including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub...consultants) Including Procurement of Materials and Equipment In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment each potential sub...consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex) or national origin.
4. Information and Report: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto) and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information> the CONSULTANT shall so certify to the AGENCY! STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of the CONSULTANTS non-compliance with the non...discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including! but not limited to:

Attachment: EXHIBIT C - Title VI Assurances (Interlocal Agreement with Clark County - Traffic Signal)

INTERLOCAL AGREEMENT CLARK COUNTY & CITY OF RIDGEFIELD**EXHIBIT C - TITLE VI ASSURANCES**

- Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs {1} through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 13, 2019

ITEM: PUBLIC HEARING/BUSINESS

AGENDA ITEM TITLE: A Resolution of the City of Ridgefield, Washington Adopting a Revised Comprehensive Six-Year Transportation Improvement Program for 2020 - 2025

GOVERNING LEGISLATION:

RCW 35.77.010, Perpetual Advanced Six Year Plans for Coordinated Transportation Program Expenditures

PREVIOUS COUNCIL ACTION TAKEN:

Council has adopted resolutions through the years providing annual revisions to the City's Six Year Transportation Improvement Program. Most recently, Resolution No. 540 was adopted on July 12, 2018, which updated the City's Transportation Improvement Program for 2019-2024.

SUMMARY/BACKGROUND:

Per RCW 35.77.010, the legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years. The six-year program shall specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program within that region. Exhibit 1 presents the staff-prepared City of Ridgefield Six Year Transportation Program for 2020-2025.

For the 2020-2025 plan staff updated project numbers and costs to match new CFP, removed the Main Avenue project as it will be completed in 2019, removed Pioneer Street through the curves as a 3-lane section to match the updated agreement with WSDOT, and added the projects in green including the Gee Creek Trail, 51st Roundabout and S. 15th and Royle Road Roundabout.

BUDGET/FINANCIAL IMPACTS:

Costs for capital improvement projects will be funded through federal/state grants or allocations, City-collected traffic impact fees, Real Estate Excise Tax and developer-required improvements, as applicable.

RECOMMENDED ACTION OR MOTION:

1. Staff recommends that Council conduct a public hearing of Resolution No. 558 in accordance with the most-recently adopted City of Ridgefield Governance Manual.

2. Staff recommends that Council Consider Resolution No. 558 for adoption. Should the City Council wish to adopt Resolution No. 558, a suggest motion would be:

“I move to adopt Resolution No. 558 as presented.”

STAFF CONTACT: Bryan Kast, Public Works Director

2020-2025 TIP_draft (XLSX)

ATTACHMENTS:

Resolution No.558**A RESOLUTION OF THE CITY OF RIDGEFIELD, WASHINGTON ADOPTING A REVISED
COMPREHENSIVE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR 2020 - 2025**

WHEREAS, pursuant to Revised Code of Washington (RCW) Section 35.77.010, City staff have prepared a revised and extended Comprehensive Six-Year Transportation Improvement Program for 2020-2025; and,

WHEREAS, the purpose of said revised and extended program is to ensure that the City of Ridgefield will have available advance plans for use as a guide in carrying out a coordinated street construction program; and,

WHEREAS, notice of the time and place for a hearing of said plan was published in accordance with laws requiring setting time and place for a hearing thereon at the Ridgefield Administrative and Civic Center, 510 Pioneer Street, Ridgefield, Washington on June 13, 2019, at a regular City Council meeting. At such time and place, City Council held a public hearing and considered said Comprehensive Six-Year Transportation Improvement Program for 2020-2025.

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

1. The City of Ridgefield Comprehensive Six-Year Transportation Improvement Program for 2020-2025 attached hereto as Exhibit "1" is adopted as the current transportation improvement program for the City of Ridgefield. The Public Works Director is hereby directed to forthwith file the revised and extended Comprehensive Six-Year Transportation Improvement Program for 2020-2025 with the Washington State Department of Transportation.
2. This resolution shall be in full force and effect on June 13, 2019

ADOPTED AT A REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF
RIDGEFIELD, WASHINGTON THIS 13TH DAY OF JUNE 2019.

CITY OF RIDGEFIELD

Don Stose, Mayor

ATTEST/AUTHENTICATED:

Julie Basarab

City Clerk

City of Ridgefield
Six Year Transportation Improvement Program
From 2019 to 2024

Hearing Date: 7/12/2018 Adoption Date: 7/12/2018
Amend Date: Resolution No: 540

Functional Class	Evaluation Criteria	Project Identification					Project Costs in Dollars								Expenditure Schedule					
		A. Pin/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th	5th & 6th
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds					
1	2	3		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
17	Support Planned Dev. Multimodal Connectivity	A. 22 C. Royle Road Improvements D. Royle Road E. Pioneer St to S. 15th St F. Widen to one lane each direction with center turn lane. Project to be constructed as development occurs and will be funded through developer contributions and traffic impact fees	B. RF 004	05	P	3,777	Cable TV Gas Power Telephone Water Sewer	ALL	2019					\$ 4,200,000	\$ 4,200,000	\$ -	\$ 4,200,000	\$ -	\$ -	\$ -
		Totals							\$ -	\$ -	\$ -	\$ 4,200,000	\$ 4,200,000	\$ -	\$ 4,200,000	\$ -	\$ -	\$ -		
17	Support Planned Dev. Multimodal Connectivity	A. 25 C. Royle Road Improvements D. Royle Road E. N. 10th St to Pioneer St F. Widen to one lane each direction with center turn lane. Project to be constructed as development occurs and will be funded through developer contributions and traffic impact fees	B. RF 004	05	P	2,500	Cable TV Gas Power Telephone Water Sewer	ALL	2019					\$ 3,300,000	\$ 3,300,000	\$ -	\$ -	\$ -	\$ 3,300,000	\$ -
		Totals							\$ -	\$ -	\$ -	\$ 3,300,000	\$ 3,300,000	\$ -	\$ -	\$ -	\$ 3,300,000	\$ -		
16	Support Planned Dev. Multimodal Connectivity	A. 65 C. 85th Ave Improvements D. 85th Ave E. S. 5th St to N. 10th St. F. Widen to one lane each direction with center turn lane. Project to be constructed as development occurs and will be funded through developer contributions and traffic impact fees	B. RF 005	05	P	3,960	Cable TV Gas Power Telephone Water Sewer	ALL	2020				\$ 1,804,234	\$ 2,425,766	\$ 4,230,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
		Totals							\$ -	\$ -	\$ 1,804,234	\$ 2,425,766	\$ 4,230,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000		
14	Safety Connectivity	A. 4 C. 9th Avenue and Pioneer Intersection Control D. Pioneer Street at 9th Ave E. MP 17.25 to MP 17.35 F. Signalized intersection control	B. RF 007	12	P	550	Gas Power	ALL	2020					\$ 400,000	\$ 400,000					\$ 400,000
		Totals							\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000		
00	Multimodal Preservation	A. C. Downtown Streetscape D. Pioneer Street, 9th Ave, Division St E. F. Restore and rehabilitate streetscape, underground utilities, improve sidewalks and beautify.	B. RF 012 G.	03	P	4,000	Cable TV Power Telephone	ALL	2021				\$ 5,490,000	\$ 549,000	\$ 6,039,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
		Totals							\$ -	\$ -	\$ 5,490,000	\$ 549,000	\$ 6,039,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000		
14	Support Planned Dev. Multimodal Connectivity	A. 5 C. Hillhurst Road Improvements D. Hillhurst Road E. Pioneer Street to Sevier Rd F. Widen to one lane each direction with center turn lane. Project to be constructed as development occurs and will be funded through developer contributions and traffic impact fees	B. RF 009 G.	04	P	6,700	Cable TV Gas Power Telephone Water Sewer	ALL	2019					\$ 6,350,000	\$ 6,350,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000
		Totals							\$ -	\$ -	\$ -	\$ 6,350,000	\$ 6,350,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000		
16	Support Planned Dev. Multimodal Connectivity	A. 15 C. Hillhurst Road Improvements D. Hillhurst Road E. Sevier Rd to UGA Boundary F. Widen to two lanes each direction with center turn lane. Project to be constructed as development occurs and will be funded through developer contributions and traffic impact fees	B. RF 015 G.	04	P	7,800	Cable TV Gas Power Telephone Water Sewer	ALL	2019				\$ 4,592,111	\$ 5,407,890	\$ 10,000,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
		Totals							\$ -	\$ -	\$ 4,592,111	\$ 5,407,890	\$ 10,000,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000		
00	Preservation	A. C. Annual Street Maintenance Program D. E. F. Roadway maintenance and restoration projects. Projects anticipated to be funded through combination of local finds, grants and loans	B. RF 013 G.	07	C, P		Water Sewer	ALL	2019					\$ 2,141,100	\$ 2,141,100	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 400,000

Attachment: 2020-2025 TIP_draft (Six Year Transportation Improvement Program)

City of Ridgefield
Six Year Transportation Improvement Program
From 2019 to 2024

Hearing Date: 7/12/2018 Adoption Date: 7/12/2018
Amend Date: Resolution No: 540

Functional Class	Evaluation Criteria	Project Identification					Utility Codes	Project Costs in Dollars							Expenditure Schedule					
		A. Pin/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Improvement Type(s)	Status	Total Length		Project Phase	Phase Start (yyyy)	Fund Source Information										
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th	5th & 6th
1	2	3		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
		grants and loans.						Totals			\$ -	\$ -	\$ -	\$ 2,141,100	\$ 2,141,100	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 400,000
16	Economic Dev. Support Planned Dev. Multimodal Connectivity	A. 55 C. Pioneer Street Extension D. Pioneer Street E. 65th Ave to S. 5th St F. Construct extension of Pioneer Street in new alignment. Project anticipated to be constructed as development occurs and funded through grants, developer contributions and Traffic Impact Fees.	B. RF 003	01	P	2500	Cable TV Gas Power Telephone Water Sewer	ALL	2020		\$ 8,000,000			\$ 1,000,000	\$ 1,000,000		\$ 8,000,000	\$ 1,000,000	\$ -	
		Totals							\$ 8,000,000	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 8,000,000	\$ 1,000,000	\$ -	\$ -		
14	Safety Support Planned Dev. Economic Dev. Multimodal Connectivity	A. 32 C. Pioneer Street Improvements Ph. 1 D. Pioneer Street E. Royle Road to 51st Avenue F. Widen to two lanes each direction with center turn lane. Project to be constructed as development occurs and will be funded through developer contributions and traffic impact fees	B. RF 001	04	P	1050	Cable TV Power Telephone Gas	ALL	2019					\$ 2,570,000	\$ 2,570,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 570,000
		Totals							\$ -	\$ -	\$ -	\$ 2,570,000	\$ 2,570,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 570,000	
14	Safety Support Planned Dev. Economic Dev. Multimodal Connectivity	A. 34 C. Pioneer Street Improvements Ph. 1 D. Pioneer Street E. 51st Ave to 56th Place F. Widen to two lanes each direction with center turn lane. Project to be constructed as development occurs and will be funded through developer contributions and traffic impact fees	B. RF 001	04	P	1630	Cable TV Power Telephone Gas	ALL	2019				\$ -	\$ 2,570,000	\$ 2,570,000	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
		Totals							\$ -	\$ -	\$ -	\$ 2,570,000	\$ 2,570,000	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	
14	Safety Support Planned Dev. Economic Dev. Multimodal Connectivity	A. 18 C. Pioneer St Improvements Ph. 2 D. Pioneer Street E. 35th Ave to 45th Ave F. Widen to two lanes each direction with center turn lane. Project to be constructed as development occurs and will be funded through developer contributions and traffic impact fees	B. RF 002	04	P	2400	Cable TV Power Telephone Gas	ALL	2019				\$ 882,572	\$ 3,257,428	\$ 4,140,000	\$ 3,000,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
		Totals							\$ -	\$ -	\$ 882,572	\$ 3,257,428	\$ 4,140,000	\$ 3,000,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	
14	Economic Dev. Support Planned Dev. Multimodal Connectivity	A. 1 C. Pioneer Street RR Overpass D. Pioneer Street E. N. Main Ave to Division St F. Construct extension of Pioneer Street in new alignment. Project to be constructed by the Port of Ridgefield and funded through grants, Port funds and Traffic Impact Fees.	B. RF 010	01	C, P	1800	Cable TV Power Telephone	PE	2017					\$ 384,300	\$ 350,000					
		Const	2019					STP Rural	\$ 2,360,700		\$ 8,784,000	\$ 1,537,200	\$ 12,681,900		\$ 12,681,900					
								Totals			\$ 2,360,700	\$ -	\$ 8,784,000	\$ 1,537,200	\$ 13,066,200	\$ 350,000	\$ 12,681,900	\$ -	\$ -	\$ -
00	Economic Dev. Multimodal Support Planned Dev.	A. 30 C. 51st Ave Improvements D. 51st Ave E. Pioneer Street to S. 20th Way F. Construct new roadway with one lane each direction and center turn lane on new alignment. Project anticipated to be constructed as development occurs and be funded through developer contributions and Traffic Impact Fees.	B. RF 008	01	P	5800	Cable TV Gas Power Telephone Water Sewer	ALL	2020				\$ 1,098,439	\$ 4,393,757	\$ 5,492,196		\$ 300,000	\$ 250,000		\$ 200,000
		Totals							\$ -	\$ -	\$ 1,098,439	\$ 4,393,757	\$ 5,492,196	\$ -	\$ 300,000	\$ 250,000	\$ -	\$ 200,000		
16	Economic Dev. Support Planned Dev. Multimodal Connectivity	A. 52 C. 65th Ave Improvements D. 65th Ave E. Pioneer St to N.20th St F. Widen to one lane each direction with center turn lane. Project anticipated to be constructed as development occurs and to be funded through developer contributions and traffic impact fees.	B. RF 006	05	P	5000	Cable TV Gas Power Telephone Water Sewer	ALL	2020					\$ 3,130,000	\$ 3,130,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
		Totals							\$ -	\$ -	\$ -	\$ 3,130,000	\$ 3,130,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000		

Attachment: 2020-2025 TIP_draft (Six Year Transportation Improvement Program)

City of Ridgefield
Six Year Transportation Improvement Program
From 2019 to 2024

Hearing Date: 7/12/2018 Adoption Date: 7/12/2018
Amend Date: Resolution No: 540

Functional Class	Evaluation Criteria	Project Identification					Utility Codes	Project Costs in Dollars							Expenditure Schedule					
		A. Pin/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description		B. STIP ID G. Structure ID		Improvement Type(s)		Status	Total Length	Project Phase	Phase Start (yyyy)	Fund Source Information								
		Federal Fund Code	Federal Funds	State Fund Code	State Funds							Local Funds	Total Funds	1st	2nd	3rd	4th	5th & 6th		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
17	Support Planned Dev. Connectivity Multimodal	A. 13 C. S. 35th Ave Construction D. S.35th Ave E. Pioneer St. To S. 15th St F. Build S. 35th Ave to Collector standard. Project anticipated to be constructed as development occurs and to be funded through developer contributions .	B. RF 018 G.	01	P	3900	Cable TV Gas Power Telephone Water Sewer	ALL	2021					\$ 7,420,000	\$ 7,420,000		\$ 1,000,000	\$ 1,000,000	\$ 200,000	\$ 200,000
		Totals							\$ -	\$ -	\$ -	\$ 7,420,000	\$ 7,420,000	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 200,000	\$ 200,000		
17	Support Planned Dev. Connectivity Multimodal	A. 14 C. Rebuild S. 15th St D. S. 15th St E. S. 35th Ave to S. 45th Ave F. Re-construct S. 15th St to Collector Standard. Project anticipated to be constructed as development occurs and to be funded through developer contributions and traffic impact fees.	B. RF 019 G.	05	P	2600	Cable TV Gas Power Telephone Water Sewer	ALL	2019					\$ 4,830,000	\$ 4,830,000		\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
		Totals							\$ -	\$ -	\$ -	\$ 4,830,000	\$ 4,830,000	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000		
16	Support Planned Dev. Economic Dev. Connectivity Multimodal	A. 20 C. S. Royle Road Widening D. Royle Road E. Hillhurst Rd to S. 15th St F. Widen to one lane each direction with center turn lane. Project to be constructed as development occurs and will be funded through developer contributions and traffic impact fees	B. RF 020 G.	04	P	4700	Cable TV Gas Power Telephone Water Sewer	ALL	2021					\$ 3,500,000	\$ 3,500,000		\$ 1,000,000	\$ 250,000	\$ 250,000	\$ 250,000
		Totals							\$ -	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000	\$ -	\$ 1,000,000	\$ 250,000	\$ 250,000	\$ 250,000		
00	Multimodal	A. C. Annual Trail and Pathway Program D. E. F. Construct new trails and pathways Citywide.	B. RF 021 G.	01	P			ALL	2019					\$ 988,200	\$ 988,200	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 300,000
		Totals							\$ -	\$ -	\$ -	\$ 988,200	\$ 988,200	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 300,000		
	Safety Multimodal	C. Smythe Road Trail D. Smythe Road E. Reiman Road to 35th ave and Pioneer F. Construct pedestrian trail parallel to Pioneer Street	G.				Cable TV Gas Power Telephone Water Sewer													
								Totals			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
00	Multimodal	A. C. ADA Sidewalk improvements D. E. F. Update sidewalks and curb ramps to current ADA requirements	B. RF 024 G.	00	P			ALL	2019					\$ 164,700	\$ 164,700	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 50,000
		Totals							\$ -	\$ -	\$ -	\$ 164,700	\$ 164,700	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 50,000		
14	Economic Dev. Support Planned Dev. Connectivity Multimodal	A. 58 C. 11th Street Overcrossing D. S 11th Street E. Dolan Road to Timm Road F. Build I-5 overpass to collector standard. Project anticipated to be constructed as development occurs and to be funded through developer contributions, traffic impact fees and grants.	B. RF 025 G.	00	P		Cable TV Gas Power Telephone Water Sewer	ALL	2024				\$ 6,460,412	\$ 10,689,588	\$ 17,150,000			\$ 500,000		\$ 1,500,000
		Totals							\$ -	\$ -	\$ 6,460,412	\$ 10,689,588	\$ 17,150,000	\$ -	\$ -	\$ 500,000	\$ -	\$ 1,500,000		
02	Economic Dev. Support Planned Dev. Connectivity Multimodal	A. 42 C. NW 219th Street Extension D. NW 29th Street E. NW 31st/Hillhurst and I-5 F. Improve and extend NW 219th Street to connect to the I-5/SR 502 interchange.	B. RF 026 G.	01	P	7000	Cable TV Gas Power Telephone Water Sewer							\$ 18,820,000	\$ 18,820,000					\$ 18,820,000
										\$ -	\$ 18,820,000	\$ 18,820,000	\$ -	\$ -	\$ -	\$ -	\$ 18,820,000			

Attachment: 2020-2025 TIP_draft (Six Year Transportation Improvement Program)

City of Ridgefield
Six Year Transportation Improvement Program
From 2019 to 2024

Hearing Date: 7/12/2018 Adoption Date: 7/12/2018
Amend Date: Resolution No: 540

Functional Class	Evaluation Criteria	Project Identification		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Dollars							Expenditure Schedule									
		A. Pin/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID					Project Phase	Phase Start (yyyy)	Fund Source Information					1st	2nd	3rd	4th	5th & 6th					
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds						Total Funds				
1	2	3		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20				
02	Economic Dev. Support Planned Dev. Connectivity Multimodal	A. C. Gee Creek Trail D. E. Main Avenue to Hillhurst Road F. Complete Trail Network from Wildlife Refuge to Ridgefield High School	B. RF 026 G.	01	P	7000	Sewer						\$ 5,000,000	\$ 5,000,000	\$ 10,000,000	\$ 115,000	\$ 300,000	\$ 120,000	\$ 200,000	\$ 250,000				
02	Economic Dev. Support Planned Dev. Connectivity Multimodal	A. 33 C. 51st Roundabout D. SR 501 E. 51st Avenue F.Construct two lane roundabout at Pioneer Street and 51st Avenue	B. RF 026 G.	01	P	-	Cable TV Gas Power Telephone Water Sewer							\$ 1,490,000	\$ 1,490,000			\$ 1,490,000						
02	Economic Dev. Support Planned Dev. Connectivity Multimodal	A.21 C. S 15th Ave Roundabout D. Royle Road E. Royle Road and S 15th Street F.Build a roundabout at S Royle Road and S 15th Street intersection.	B. RF 026 G.	01	P	7000	Cable TV Gas Power Telephone Water Sewer							\$ 2,250,000	\$ 2,250,000									

Evaluation Criteria	Functional Class:		Improvement type codes:		Utility Codes:		Status:	
Safety	Rural (< 5000 Pop)		00 No Classification		C-Cable TV		S- Funding Secured	
Multimodal	Urban (> 5000 Pop)		01 New construction on new alignmer		O-Other		P-Project Planned	
Economic Dev.	1 Interstate	11 Interstate	02 Relocation		G-Gas			
Support Planned Dev.	2 Principal Arterial	12 Freeway/Expressway	03 Reconstruction		P-Power			
Preservation	6 Minor Arterial	14 Other Principal Arterial	04 Major Widening		S-Sewer			
Connectivity	7 Major Collector	16 Minor Arterial	05 Minor Widening		T-Telephone			
	8 Minor Collector	17 Collector			W-Water			
	9 Local Access	19 Local Access						

Attachment: 2020-2025 TIP_draft (Six Year Transportation Improvement Program)