



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, June 11, 2020
Teleconference
N/A, Ridgefield, WA 98604**

- I. GENERAL SESSION CALL TO ORDER - 6:30 PM**
 - 1. Roll Call
 - 2. Late changes to the agenda
- II. CONSENT AGENDA**
 - 1. Approval of Claims And/Or Payroll
 - 2. Approval of Minutes from May 28, 2020 Meeting
- III. BUSINESS**
 - 1. Motion - Approval of Amendment to Continuing Operations Plan - Lee Knottnerus, Deputy City Manager
 - 2. Motion - Approval of Amendment to Building and Construction Order - Steve Stuart, City Manager
 - 3. Motion - Approve a Purchase and Sale Agreement for Commercial Property for a New Operations Center - Kirk Johnson, Finance Director
- IV. COUNCIL/PRESIDING OFFICER/STAFF REPORTS**
 - 1. Council
 - 2. Mayor
 - 3. City Manager
- V. 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 11, 2020
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 11 2020 - Claims Report (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: June 11, 2020

2.1.a

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
Albracht Mary	UB*00347	(blank)	Genl Govt/Facilities	Refund Check 009601-000 2734 S Red Tail Loop	82.60
Albracht Mary Total					82.60
ARAMARK UNIFORM & CAREER APPAREL GROUP INC	3470	PDX2-001373	Genl Govt/Facilities	First Aid Supplies	11.18
			Public Safety	First Aid Supplies	53.56
			Public Works	First Aid Supplies	149.50
		50469	Genl Govt/Facilities	Safety Kits/Pw Supplies	6,668.71
			Public Works	Safety Kits/Pw Supplies	996.20
		b005215	Public Safety	AED Pads	227.04
		52199	Genl Govt/Facilities	Safety Kit - Credit	(216.80)
ARAMARK UNIFORM & CAREER APPAREL GROUP INC Total					7,889.39
ARAMARK UNIFORM SERVICES	32	864488544	Genl Govt/Facilities	CDD/PW/FIN Floor Mats	0.27
				City Hall Floor Mats	7.09
			Public Safety	PD Floor Mats	4.47
			Public Works	CDD/PW/FIN Floor Mats	3.66
		864496607	Community Development	CDD/PW/FIN Floor Mats	3.90
			Genl Govt/Facilities	CDD/PW/FIN Floor Mats	0.27
				City Hall Floor Mats	7.09
			Public Safety	PD Floor Mats	4.47
		864496606	Public Works	CDD/PW/FIN Floor Mats	3.66
			Community Development	CDD/PW/FIN Floor Mats	3.90
			Genl Govt/Facilities	PW Floor Mats	1.99
				PW Uniforms	1.11
			Public Works	PW Floor Mats	26.59
				PW Uniforms	26.62
			ARAMARK UNIFORM SERVICES Total		
CHMELIK SITKIN & DAVIS	3294	98738	Genl Govt/Facilities	Park Laundry Eval Remediation - April 2020	572.00
		98739	Public Works	PW Ops Center Research	412.50
CHMELIK SITKIN & DAVIS Total					984.50
CITY OF BATTLE GROUND	92	INV00295	Public Safety	PowerDMS	88.96
CITY OF BATTLE GROUND Total					88.96
CLARK COUNTY	102	CI014904	Judicial	Pretrial Supervisions - April 2020	217.44
CLARK COUNTY Total					217.44
CLARK PUBLIC UTILITIES	110	7206-580-8-20200611	Public Works	301 N 3rd Ave	44.26
			Community Development	301 N 3rd Ave	44.27
		7206-644-2-20200611	Public Works	City Park/Water Well	2,143.37
		7206-605-3-20200611	Public Works	N 1st Cir & N 65th Ave - Park & Ride	69.10

Attachment: June 11 2020 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
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CLARK PUBLIC UTILITIES	110	7206-643-4-20200611	Public Works	400 N Abrams Park Rd	1,307.20
		7206-456-1-20200611	Public Safety	116 N Main Avenue	148.60
		7206-555-0-20200611	Public Works	109 W Division St - Electricity	157.09
		7206-645-9-20200611	Public Works	N Abrams Park/E Division	144.03
		7206-694-7-20200611	Public Works	255 S 56th Pl - Electricity	2,605.24
		7206-578-2-20200611	Genl Govt/Facilities	230 Pioneer Ave	95.06
		7206-648-3-20200611	Public Works	Municipal Lighting Lease	7,734.37
		7206-552-7-20200611	Public Works	214 S Riverview Dr	90.74
CLARK PUBLIC UTILITIES Total					14,583.33
CLEAN WORLD MAINTENANCE INC	3105	44970	Genl Govt/Facilities	Janitorial Services - City Hall	682.83
				Janitorial Services - PW	156.10
			Public Safety	Janitorial Services - PD	461.87
			Public Works	Janitorial Services - PW	337.41
CLEAN WORLD MAINTENANCE INC Total					1,638.21
COMCAST	2271	2271-202006-510	Genl Govt/Facilities	RACC Communications	72.15
			Public Works	RACC Communications	62.12
			Community Development	RACC Communications	260.63
COMCAST Total					394.90
COMDATA NETWORK INC.	1101	20334575	Genl Govt/Facilities	PW/CDD Fuel - XN173 - 05/16/2020--5/31/2020	121.95
			Public Works	PW/CDD Fuel - XN173 - 05/16/2020--5/31/2020	1,630.22
			Community Development	PW/CDD Fuel - XN173 - 05/16/2020--5/31/2020	194.48
		20334550	Public Safety	PD Fuel - XN795 - 05/16/2020--5/31/2020	595.71
COMDATA NETWORK INC. Total					2,542.36
DAVID M. COREY	530	3598	Public Safety	Post Offer Eval - Martinez	420.00
DAVID M. COREY Total					420.00
DAY WIRELESS SYSTEMS INC	140	INV632525	Public Safety	SMD Calibration - PD	91.05
DAY WIRELESS SYSTEMS INC Total					91.05
DELL MARKETING L.P.	2841	10392878508	Public Safety	Docking Stations	4,894.18
DELL MARKETING L.P. Total					4,894.18
DICK'S TIRE FACTORY	158	D59502	Public Safety	PD Vehicle Maint	30.35
DICK'S TIRE FACTORY Total					30.35
FERGUSON ENTERPRISES INC # 8423	181	0864289-3	Genl Govt/Facilities	Water Meters	(919.51)
			Public Works	Water Meters	11,866.02
FERGUSON ENTERPRISES INC # 8423 Total					10,946.51
GRAY AND OSBORNE INC	207	20239.00-2	Community Development	Energy Electric Final Short Plat	454.44
		20249.00-2	Public Works	Junction Booster Pump Station VFD - Construction	3,567.20
		19234.00-16	Public Works	Water System Plan Update	173.88
GRAY AND OSBORNE INC Total					4,195.52
H.D. FOWLER COMPANY	2036	I5460934	Public Works	Water Meter Supplies	892.97
H.D. FOWLER COMPANY Total					892.97

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HALME EXCAVATING INC.	2746	2476-20200611	Genl Govt/Facilities Public Works	S 3rd Ave Improvements S 3rd Ave Improvements	(5,956.43) 125,173.69
HALME EXCAVATING INC. Total					119,217.26
Harris Sean	UB*00342	(blank)	Genl Govt/Facilities	Refund Check 006141-000 8 Division St	46.04
Harris Sean Total					46.04
HOME DEPOT CREDIT CARD SERVICES	1805	6512396	Public Works	Parks Supplies	51.18
		9625371	Genl Govt/Facilities	Park Caretakers House/Shop Supplies	1.94
			Public Works	Park Caretakers House/Shop Supplies	162.25
		5615916	Public Works	Parks/Streets Small Tools	175.42
		513325	Genl Govt/Facilities	Vehicle Supplies - Kauffman	4.27
			Public Works	Vehicle Supplies - Kauffman	24.17
		634999	Public Works	Parks Supplies	35.71
HOME DEPOT CREDIT CARD SERVICES Total					454.94
Howard Justin & Ashley	UB*00346	(blank)	Genl Govt/Facilities	Refund Check 009604-000 2738 S Red Tail Loop	79.98
Howard Justin & Ashley Total					79.98
J2 BLUE PRINT SUPPLY	243	AR85617	Public Works	Shop Local and Save Banner	209.76
		AR85618	Public Works	Refuge Park Plans	98.73
		AR85628	Public Works	Abrams Park Well 11	1,215.60
J2 BLUE PRINT SUPPLY Total					1,524.09
Kingston Homes LLC	UB*00344	(blank)	Genl Govt/Facilities	Refund Check 010504-088 1637 S 40th Pl	91.65
Kingston Homes LLC Total					91.65
L.N. CURTIS AND SONS	3075	INV391720	Public Safety	PD Uniforms - Double Mag Pouch	36.31
		INV388793	Public Safety	Oper Supplies - PD	113.74
L.N. CURTIS AND SONS Total					150.05
LOWES HOME IMPROVEMENT	279	902201-EXSFXH	Public Works	Street Benches	30.53
LOWES HOME IMPROVEMENT Total					30.53
MALLORY SAFETY AND SUPPLY LLC	285	4845535	Public Works	Parks Rain Gear - Kauffman	67.96
		4843780	Public Works	Parks Rain Gear - Josh	152.41
		4847042	Public Works	Park Rain Gear - Nathan	72.82
MALLORY SAFETY AND SUPPLY LLC Total					293.19
MEGAN DEMOSS	3480	3480-20200611	Administration	Mileage Reimb - DeMoss	17.48
MEGAN DEMOSS Total					17.48
NAPA AUTO PARTS	498	180346	Genl Govt/Facilities	Vehicle Maint - 1998 Chevy	10.92
			Public Works	Vehicle Maint - 1998 Chevy	145.98
		177283	Genl Govt/Facilities	Vehicle Maint - Dump Truck	1.05
			Public Works	Vehicle Maint - Dump Truck	13.98
		179647	Genl Govt/Facilities	Vehicle Maint - Tad	35.37
			Public Works	Vehicle Maint - Tad	106.12
NAPA AUTO PARTS Total					313.42
NORTHWEST NATURAL GAS	315	0315-20200611	Genl Govt/Facilities	NW Natural - March 2020	69.01

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NORTHWEST NATURAL GAS	315	0315-20200611	Public Safety	NW Natural - March 2020	26.01
			Public Works	NW Natural - March 2020	32.31
NORTHWEST NATURAL GAS Total					127.33
ONE CALL CONCEPTS	326	59093	Public Works	Excavation Notif/Modem Ticket Delivery - May 2020	266.64
ONE CALL CONCEPTS Total					266.64
ON-HOLD CONCEPTS INC	2217	511950	Information Technology	On Hold Music Service	24.95
ON-HOLD CONCEPTS INC Total					24.95
OTAK INC.	1787	52000060	Community Development	On Call Building Inspections	531.42
OTAK INC. Total					531.42
OWEN EQUIPMENT COMPANY	916	195721	Public Works	Vehicle Maint - Street Sweeper	6,087.97
OWEN EQUIPMENT COMPANY Total					6,087.97
PATRICIA THOMPSON	2644	2644-20200611	Genl Govt/Facilities	Employee Reimbursement - Thompson	109.48
PATRICIA THOMPSON Total					109.48
PATRICK HILDRETH BRAND AND DESIGN	2372	1695	Genl Govt/Facilities	Professional Design & Web Maintenace	300.00
PATRICK HILDRETH BRAND AND DESIGN Total					300.00
PIONEER PEST MANAGEMENT	2040	353564	Genl Govt/Facilities	Pest Control - City Hall	129.00
PIONEER PEST MANAGEMENT Total					129.00
PITNEY BOWES	341	1015635764	Genl Govt/Facilities	Postage Machine Supplies	313.23
PITNEY BOWES Total					313.23
REFLECTOR	369	114358	Genl Govt/Facilities	Advertising - Inv. to Bid Official Newspaper	63.22
REFLECTOR Total					63.22
RIDGEFIELD SCHOOL DISTRICT	378	1001900070	Genl Govt/Facilities	RACC Operating Expense - Water	17.66
				RACC Operating Expense - Electricity	299.50
				RACC Operating Expense - Wastewater	8.14
				RACC Operating Expense - Garbage	18.62
				RACC Operating Expense - Janitorial	228.54
			Public Works	RACC Operating Expense - Water	15.21
				RACC Operating Expense - Electricity	257.86
				RACC Operating Expense - Wastewater	7.01
				RACC Operating Expense - Garbage	16.02
				RACC Operating Expense - Janitorial	196.78
			Community Development	RACC Operating Expense - Water	63.81
				RACC Operating Expense - Electricity	1,081.93
				RACC Operating Expense - Wastewater	29.39
				RACC Operating Expense - Garbage	67.26
				RACC Operating Expense - Janitorial	825.62
RIDGEFIELD SCHOOL DISTRICT Total					3,133.35
RMT EQUIPMENT	1835	P10766	Public Works	Storm Oper Supply	41.84
RMT EQUIPMENT Total					41.84
SANDY'S SIGN AND DESIGN	556	171-20	Public Works	Park Sign	200.54

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SANDY'S SIGN AND DESIGN Total					200.54
STATE OF WASHINGTON DEPARTMENT OF REVENUE	156	0-014-321-116	Genl Govt/Facilities	April 2020 B&O and Excise Tax	1,758.16
			Public Works	April 2020 B&O and Excise Tax	2,318.05
STATE OF WASHINGTON DEPARTMENT OF REVENUE Total					4,076.21
Stoneburner Lorie	UB*00345	(blank)	Genl Govt/Facilities	Refund Check 012488-000 2514 S 19th Ct	109.25
Stoneburner Lorie Total					109.25
SYSTEMS FOR PUBLIC SAFETY INC.	1788	37023	Public Safety	Vehicle Setup - 2020 Interceptor	12,092.23
SYSTEMS FOR PUBLIC SAFETY INC. Total					12,092.23
TAC 1 SYSTEMS	1634	SI-008707	Genl Govt/Facilities	Radio Parts	(16.31)
			Public Safety	Radio Parts	210.52
TAC 1 SYSTEMS Total					194.21
TERESA D JOHNSON CPA INC.	561	5339	Finance	2020 Financial Report - May 2020	1,041.00
TERESA D JOHNSON CPA INC. Total					1,041.00
THE PARR COMPANY	964	26504873	Public Works	Abrams Park Well 11 Supplies	19.36
		26504949	Public Works	Park Sign	74.48
		26500255	Public Works	Street Benches	55.50
		26505429	Public Works	Water Supplies	76.66
		26500262	Public Works	Street Benches	(55.50)
		26503401	Genl Govt/Facilities	Events Chalk Board	110.12
		26503922	Genl Govt/Facilities	Events Chalk Board	36.91
THE PARR COMPANY Total					317.53
Thomason Amanda & Drew	UB*00343	(blank)	Genl Govt/Facilities	Refund Check 011082-000 2754 S Red Tail Loop	71.37
Thomason Amanda & Drew Total					71.37
VARI SALES CORPORATION	3412	IVC-2-1423341	Executive	Stand Up Desk - Stuart	385.36
VARI SALES CORPORATION Total					385.36
WELLWORKS FOR YOU	3414	9974	Human Resources	Wellness Program - May 2020	356.00
WELLWORKS FOR YOU Total					356.00
WSP USA INC.	3338	957351	Public Works	Gee Creek Trail - Heron Dr to Abrams Park	1,234.00
WSP USA INC. Total					1,234.00
Grand Total					203,412.12

Attachment: June 11 2020 - Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 11, 2020

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from May 28, 2020 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: 05-28-2020 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
May 28, 2020

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM

CITY COUNCIL JOINING MEETING VIA TELECONFERENCE

ROLL CALL

Attendee Name	Title	Status	Arrived
Ron Onslow	Councilor	Present	
Lee Wells	Councilor	Present	
Don Stose	Mayor	Present	
Sandra Day	Councilor	Present	
Jen Lindsay	Councilor	Present	
Rob Aichele	Councilor	Present	
Dana Ziemer	Councilor	Present	

LATE CHANGES TO THE AGENDA

Remove business item #3 - Amendment to Building and Construction Order.

INTRODUCTION OF OFFICER MARTINEZ

CONSENT AGENDA - MOTION MOVED TO APPROVE AS PRESENTED

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ron Onslow, Councilor
SECONDER:	Jen Lindsay, Councilor
AYES:	Onslow, Wells, Stose, Day, Lindsay, Aichele, Ziemer

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the May 14, 2020 Meeting**

BUSINESS

1. Motion - Approval of Amendment to Continuing Operations Plan

Deputy City Manager Lee Knottnerus presented an amendment to Continuing Operations Plan.

MOTION: MOVED TO APPROVE AMENDMENT TO THE CONTINUING OPERATIONS PLAN AS PRESENTED.

Attachment: 05-28-2020 (Approval of Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Day, Councilor
SECONDER:	Jen Lindsay, Councilor
AYES:	Onslow, Wells, Stose, Day, Lindsay, Aichele, Ziemer

2. Motion - Award of Construction Contract to Equip Well 11

The City's 2013 Water System Plan identifies a new well in Abrams Park as the next water source for the City. This new well will be known as well 11, and will be located on the north side of the park across from the existing wells. The City contracted with Gray and Osborne Inc. (G&O) to complete the design on the new well, and in 2019 Jenson Drilling drilled the well and completed flow testing of the well. The second phase of the project is to equip the well with pumps and connect the well to the City's water system. The project to equip the well was bid on May 12th and the City received one bid from Lee Contractors of Battle Ground.

MOTION: MOVED TO AWARD THE CONTRACT TO EQUIPT ABRAMS PARK WELL 11 TO LEE CONTRACTORS IN THE AMOUNT OF \$339,400.40.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rob Aichele, Councilor
SECONDER:	Dana Ziemer, Councilor
AYES:	Onslow, Wells, Stose, Day, Lindsay, Aichele, Ziemer

3. Resolution No. 578 - Declaring Certain Property as Surplus and Authorizing Its Disposition - Kirk Johnson, Finance Director

The City acquired property located at 211 N Main Avenue in 2017 with an intention that the property would be used to build a new library facility. The library district eventually determined the existing library location was better suited for their use. As a result, the City no longer has plans to use the property for City use. The City has been approached by a developer to purchase the property to include in the first planned development in the downtown core in approximately 25 years. The City has come to agreement on the price and would like to begin the process to surplus and sell the property. The City originally paid \$93,533.64 for the land, \$54,967.66 for the mobile homes on the property and \$31,036.92 to demo the mobile homes. The developer has offered \$185,000 to ensure the City is made whole for this transaction. The current value of the bare land per the County Assessor is \$101,420.

City Council discussion.

MOTION: MOVED TO ADOPT RESOLUTION NO. 578 AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lee Wells, Councilor
SECONDER:	Sandra Day, Councilor
AYES:	Onslow, Wells, Stose, Day, Lindsay, Aichele, Ziemer

4. Resolution No. 579 – Approval of Designation of Official Newspaper - Kirk Johnson, Finance Director

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 May 28, 2020. The bid is for publications during the period of June 1, 2020 through May 31, 2021.

MOTION: MOVED TO ADOPT RESOLUTION NO. 579 DESIGNATING THE COLUMBIAN AS THE OFFICIAL NEWSPAPER FOR THE CITY OF RIDGEFIELD FOR THE PERIOD JUNE 1, 2020 THROUGH MAY 31, 2021 AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ron Onslow, Councilor
SECONDER:	Dana Ziemer, Councilor
AYES:	Onslow, Wells, Stose, Day, Lindsay, Aichele, Ziemer

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Day - Attended virtual City Manager briefing, Chamber of Commerce meeting, Port of Ridgefield meeting.

Council Member Wells - Attended re-opening of Ilani Casino.

Council Member Ziemer - Attended re-opening of Ilani Casino.

Council Member Aichele - Attended virtual regional library meeting, Port of Ridgefield meeting, State Auditor exit interview.

Council Member Onslow - Attended virtual City Manager briefing, roundabout grapes update, Ilani re-opening.

Council Member Lindsay - Attended virtual 2020 legislative review meeting, State Auditor exit interview, CREDC board meeting.

Mayor

Attended virtual meeting with Governor Inslee and SW WA Mayor's.

City Manager

City Manager Steve Stuart - John Burrow long time resident passed away, 4th of July event update, kudos to Finance department on clean audit report, Chamber of Commerce meeting attendance.

Finance Director Kirk Johnson - Kudos to Finance staff on clean audit report, COVID-19 funds update, investment portfolio report provided.

Community Development Director Claire Lust - Community Development department update.

Deputy City Manager Lee Knottnerus - City events update provided.

ADJOURN - [7:23 PM](#)

Julie Ferriss, City Clerk

Don Stose, Mayor

Attachment: 05-28-2020 (Approval of Minutes)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 11, 2020

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Amendment to Continuing Operations Plan

Amendment to Continuing Operations Plan

STAFF CONTACT: Lee Knottnerus, Deputy City Manager

ATTACHMENTS: Ridgefield COOP Plan.June 11 (003) (PDF)



City of Ridgefield Planned Response for COVID-19 Continued Operations Plan

Effective Dates: **March 18, until the threat of COVID-19 to public health and safety has abated, as determined through continued local, regional, statewide, and national evaluation. This Plan will be evaluated on a regular basis for any changes that may be necessary as the situation evolves.**

The new coronavirus, COVID-19, is not a flu but a pneumonia-like infection. The Centers for Disease Control (CDC) believes at this time that symptoms may appear in as few as two days or as long as 14 days after exposure. The good news is that, except in rare situations, an employee diagnosed with the virus will have no significant long-term health care problems.

PLAN OBJECTIVES.

City's Primary Goal: Protect Employees and Residents

- Reduce the spread of disease among staff and residents.
- Protect people at higher risk for complications.
- Maintain essential operations.
- Minimize impact on residents, customers and businesses.
- Be proactive, rather than reactive, by taking measures now to minimize risk.
- Provide information to and communication with employees and residents regarding City operations and other updates.

This plan will supersede all other City policies. This plan is subject to change as needed.

KEY BUSINESS FUNCTIONS

Essential employees are defined as those who will be required to work so that essential government services can still be provided. The Table attached as Exhibit A identifies the location where employees are working based on job duties or membership in an at-risk population, not hours worked. All employees are subject to be called back to work, depending on the need and circumstances.

To assure that employees are able to continue to perform key business functions, whether in the workplace or at a remote location, and that hours of worked are tracked, the City will:

- Obtain and Inventory equipment that remote workers will be utilizing.
- Codes will be established for payroll purposes to track reduced hours and leave due to COVID-19.

IMPACT ON CITY FACILITIES AND OPERATIONS

City facilities and operations are modified as follows to assure safety of employees and residents, and continuation of City services:

City Parks, Facilities and Meetings

City facilities and meetings will be impacted as follows;

- City Facilities are closed to the public except by appointment. Phones are monitored during normal business hours. On-line services are available 24 hours.
- ~~All play structures within the City are closed. Parks and trails will remain open. Play structures, parks, public restrooms and sports fields are open effective with Phase 2 of the Washington Safe Start Plan. Sports fields are open for recreational play only, with five (5) or fewer people. Sports team practices are not permitted.~~
- Non-Essential public meetings are suspended. City Council, meetings that are essential, are conducted as virtual meetings.
- Park rentals are suspended.

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Employee Education and Support

The following actions will be taken to assure that employees receive the necessary support to enable them to perform their job and to prevent the transmission of the coronavirus;

- Employees are educated on the signs, symptoms and risk factors associated with COVID-19; how to prevent the spread of the coronavirus at work; how to effectively wash hands with soap and water for at least 20 seconds; the importance of covering coughs and sneezes and not coughing the face with unwashed hands; procedures for a potential exposure in the workplace and workplace rights and discrimination.
- Communication channels are actively maintained for employees to provide support, updated information about COVID-19, to enable employees to stay connected and have information necessary to perform their job.
- Administrative, Human Resources and other support services are maintained as necessary to implement this Planned Response and otherwise provide assistance for all City employees.

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Resident Support and Communication

- Communication channels are actively maintained for community/residents, the building and construction industry, businesses closed or restricted due to a statewide emergency proclamation, and HOA's.
- Signage notifying residents and visitors about closures and disease control requirements are posted in public places including parks.

IMPACT ON CITY SERVICES

Specific Department functions are modified as follows:

Police Department.

Following services will be suspended:

- Civilian Ride-Alongs;
- Concealed weapons permits;
- Application/Issuance of dog licenses;
- Fingerprinting;
- Prescription medication drop-off;

- Public tours of facility and vehicles; and
- RPD sponsored community outreach events and gatherings.

Weapons transfers will be conducted on-line via email to Sandra Hoots at Sandra.Hoots@ci.ridgefield.wa.us

Public Works.

All Public Works operations staff (Facilities, Utilities, Stormwater) will be placed on an alternate work schedule to minimize transmission of the coronavirus.

- Engineering staff will be available during normal business hours by email or phone; and will be available to meet in-person by appointment only;
- Inspection staff will continue rounds while limiting physical contact. Inspections by appointment only;
- Utilities staff will continue to operate the City's water system and perform maintenance and locates;
- Meter installs, mid-cycle meter reads and final meter inspections will be by appointment only, on Wednesdays;
- Facilities staff will respond to safety issues on roads and in parks,
- Park and ROW mowing and maintenance will continue;
- Stormwater staff will continue to maintain and inspect facilities, and check facilities before/during heavy rains; and
- Shut off related to backflow testing will be suspended.

Finance.

- Finance staff will remain available during normal business hours by email or phone;
- Utility payments will not be accepted in person. Payments may be made by phone, on-line, by mail or drop box;
- Late fees for water payments will be suspended, and shut-off for non-payment of water bills will be suspended;
- Start/Stop/Move utility services will be available on-line;
- Non-essential procurement services suspended; and
- Accounts payable will operate as usual.

Community Development.

The Community Development Department will accept and process building, land use and engineering permits and perform building inspections consistent with building and construction proclamations issued by Governor Inslee.

Staff is available by phone and email during normal business hours. Scheduling appointments to submit, drop off, and pick up materials is at staff members' discretion.

Code enforcement is restricted to cases where no physical interaction is required.

Miscellaneous Services

The following City services will be suspended:

- Cemetery Services: plots will be sold when possible without contact, burial services are modified

consistent with state requirements.

- Issuance of Peddler's License
- Notary services.
- Response to public records will be electronic only.
- New job recruitments which require multiple in-person interview processes, including Building Official and Planner, are suspended.

PREVENTING WORKPLACE EXPOSURE

The following actions will be taken in an attempt to prevent workplace exposure:

Notification of Illness. Any employee who experiences symptoms of any illness will remain home from work, or leave work immediately if symptoms develop at work. Employees will notify a department manager or human resources if the employee or a member of their household test positive for COVID-19 or experience symptoms consistent with COVID-19.

Physical (social) Distancing and other Prevention.

- Wear facial coverings as required by a statewide proclamation.
- Complete health screenings prior to each workday or shift.
- Hold virtual meetings if possible. Minimize in-person meetings and assure physical distancing requirements can be met;
- Adhere to physical distancing policies through the use of email, phones and teleconferencing/webinars, when possible, rather than face-to-face contact; and avoid handshakes.
- Effectively handle materials and customers, they could be contaminated; and
- Wash hands often and practice other sanitary means to prevent spread of germs.

Police Department: Public Safety employees should immediately consider showering and changing clothing at the end of each shift (before going home) to minimize risk of exposure to family members;

Work-related Travel and Training. Employees may attend in-person training if social distancing and other disease control measures are required. Travel for essential training may be approved by the City Manager.

Telework: Eligible employees are encouraged to work remotely when possible, provided it does not interfere with continuing essential city services. Eligible employees are those whose job duties can be completely or substantially performed from home, as determined by their manager.

At Risk Employees: Individuals deemed by the CDC as being at higher risk of suffering severe illness or death from COVID-19. Based on current CDC guidance, this definition includes:

1. Individuals aged 65 years and older;
2. Individuals who live in a nursing home or long-term care facility;
3. Individuals of any age with an underlying medical condition, including:
 - Chronic lung disease; Moderate to severe asthma; Serious heart condition; Diabetes; Severe obesity (Body Mass Index ≥ 40); Chronic kidney disease undergoing dialysis; Liver disease;
 - Any condition that compromises an individual's immune system, including: Cancer treatment;

Smoking; Bone marrow transplantation; Organ transplantation; Immune deficiencies; HIV or AIDS; Prolonged use of corticosteroids (often seen in individuals with autoimmune diseases); Any other immune-weakening condition.

Employees who are in one of these populations will not be required to report to work, and will be provided with work to perform at home, if possible.

RESPONDING TO A WORKPLACE EXPOSURE

If an employee is diagnosed/confirmed positive with the virus or reports symptoms of the virus, the following actions will be taken:

- Employees who are experiencing symptoms will be encouraged to obtain a test for COVID-19.
- Employees who test positive for COVID-19 will be placed on paid leave for three weeks or until a medical professional authorizes return to work.
- Employees who have been in close contact to someone who has tested positive for COVID-19 and is in mandatory quarantine, will be on paid leave for two weeks.
- Employees who have symptoms consistent with COVID-19 or who test negative will be placed on paid leave until 72 hours after their symptoms have resolved without the use of fever reducing medications.
- Employees who believe the exposure was work related will be encouraged to submit an application for workers compensation benefits.

The workplace will be shut down and disinfected before allowing other employees to return.

WORKPLACE LEAVE POLICIES

Employees who are unable to work due to the COVID-19 pandemic as listed below will be placed on paid leave and will be paid at their regular hourly rate without having to use accrued leave hours. This leave policy will supersede any current City Employment Policies that address leave from work:

- Employees who are placed on leave due to an exposure as described in the “responding to workplace exposure” section of this Plan.
- Employees who are not working because they are in one of the at risk categories as described in this plan or are caring for someone in their household who is one of the categories.
- Employees who need to care for children who are without adequate care due to a school shutdown or are unable to find childcare services due to the pandemic.
- Employees who are not able to work because of the City’s operational changes.

Personal Travel. If an employee chooses travel for personal reasons to a high-risk country and is quarantined upon return to the US, the City will not pay the employee during this timeframe. The employee would have the

ability to utilize any applicable earned leave (sick, vacation, etc.) while quarantined. The City reserves the right to place the employee in voluntary quarantine under these conditions.

INFECTION CONTROL MEASURES

The City will take the following infection control measures:

- Place posters that encourage staying home when sick, cough and sneeze etiquette, and hand hygiene at the entrance to your workplace and in high visibility locations;
- Provide soap, water, and hand sanitizer in multiple locations and routinely refill;
- ~~Provide face masks for employees who are in contact with the public~~ facial coverings for all employees;
- Conduct health screenings for all employees prior to each workday or shift;
- Require employees to clean hands often by washing for at least 20 seconds using soap and water, or using hand sanitizer if soap and water is not available;
- Supply tissues and no-touch waste bins;
- Ask employees to stay home when sick; and
- Require that employees routinely clean commonly touched surfaces and sanitize all areas of their workspace daily.

ENCOURAGE PHYSICAL DISTANCING

Physical distancing is an intervention to increase the distance between people and reduce the spread of disease. To encourage physical distancing, the following measures are put in place:

- Implement policies and procedures for employees to work remotely, if possible;
- Permit flexible work hours, if possible;
- Provide the technology and infrastructure needed to support multiple employees working from home;
- Place appropriate signage at all entrances and an information monitor at the designated entrance for customers, visitors, etc.;
- Place a locked drop-box at the designated entrance to the building, where documents and payments can be submitted safely, without the need to interact directly with staff;
- Provide email and telephone number on signage for assistance to customers utilizing the drop box; and
- Establish employee business travel and training restrictions to minimize risk.

SEPARATE SICK EMPLOYEES

- Employees who report to work having a fever or flu-like symptoms upon arrival, or who become sick during the workday, should be separated from others and immediately sent home; and
- Ensure that all managers and supervisors are aware of City policies and the expectation that sick employees stay home.

ANTICIPATE ABSENTEEISM

The City will anticipate absenteeism due to COVID-19 and will:

- Prepare for employee absences resulting from personal illness, caring for ill family members, and dismissal of early childhood programs and K-12 schools;
- Be ready to adapt business practices to maintain critical operations; and

- Prepare to temporarily suspend non-essential operations, if necessary.

COMMUNICATION PROTOCOL

The City recognizes that communication is critical during this pandemic and for employees who are working remotely. Therefore, the City will:

- Keep all employees informed about City operations, wellness activities, safety and COVID-19 updates through postings, email, City Intranet and the Employee Hotline when necessary;
- Provide positive, factual information which will help calm and encourage staff;
- Establish clear lines of communication between within and between departments to ensure critical services can be provided; and
- Provide timely and factual press releases as needed to keep community informed.

PROCESS FOR ACTIVATING THE CITY'S PLAN WHEN THERE IS A REPORT OF COVID IN THE WORKPLACE

- Employees must immediately notify, by phone or email only, their manager or Human Resources if they have experienced an exposure or received a presumed or confirmed diagnosis of coronavirus.
- Employees who have been medically diagnosed with the virus or who were quarantined will submit a physician's release to return to work, if possible.
- The City will work with local health officials as needed or required for contact notification.

MODIFICATIONS TO THIS PLAN

The City will comply with the restrictions of all state and federal emergency proclamations and declarations related to COVID-19. In the event a proclamation or declaration modifies this Planned Response, the remainder of this Planned Response will remain in full force and effect.

APPENDIX A

This table attached identifies the location where employees are working based on job duties or membership in an at-risk population, not hours worked:

Remain in Workplace	Number of Staff	Work from Home	Number of Staff	Paid Leave (not working)	Number of Staff
City Manager	1/2	City Manager	1/2		
Deputy City Manager	1/2	Deputy City Manager	1/2		
Department Heads	3 - varies				
Police					
Police – Command Staff	2	Police Clerk	1		
Police – Officers	8	Engineering	2		
Support Services: Admin & Finance					
Accounting	FTE – 1 1/2 Half Time EE	Accounting	FTE – 1/2		
		Admin Temp	3/4		
City Clerk	1/2	City Clerk	1/2		
Community Engagement	1/2	Community Engagement	1/2		
		Events	1		
Human Resources	1/2	Human Resources	1/2		
Procurement	1/2	Procurement	1/2		
		Utility Clerk	1		
		Events	1		
Public Works					
Facilities Maintenance	7 + temp	Admin	1		
Utilities Maintenance	5	Development Inspection	1		
Stormwater	1 + temp	Engineering	2		
		Facilities Maintenance	1		
		Planner	1		
Community Development					
Inspections	2 1/2	Admin	1		
Code Enforcement	1/2				
Permitting	1 (2 FTE's, part time)	Permitting	1 (2 FTE's, part time)		
Plan Review	1	Planner	1		

- All employees are subject to be called back to work, depending on the need and circumstances.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 11, 2020

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Amendment to Building and Construction Order

Amendment to Building and Construction Order

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: CDD Operations Phase 2 (DOCX)

Phase 2 Community Development Operations – Ridgefield Administrative and Civic Center (RACC), 510-B Pioneer St

Members of the public may not enter the RACC. Business shall be conducted via phone, email, and tables located outside of the RACC door. Staff must take proper actions to reduce the spread of disease, including maintaining 6 feet of separation at all times, using disinfectant, and wearing gloves.

Staff is available by phone and email during normal working hours. Scheduling appointments to submit, drop off, and pick up materials is **at staff members' discretion during the hours specified below.**

For building permits, schedule appointments with Dorothy Harrington, Dorothy.harrington@ci.ridgefield.wa.us, 360-857-5011.

For land use and engineering permits, schedule appointments with Cristy May, cristy.may@ci.ridgefield.wa.us, 360-857-5027.

Single-family residential building permits

- The City will accept all submittals, drop-offs, and pick-ups.
- Electronic submittal is **M 8am-1pm**; hard copy submittal, drop-off, and pick-up are by appointment **M-Th 8am-1pm; F 8am-1pm as necessary.**
- Submittal:
 - o Accepting 5 new single-family residential permit submittals per builder per week.
 - o Intake cycles will occur weekly. Email staff an electronic version of the application on Monday by 1pm.
 - o Staff will process the application and send an invoice. If paying by credit card, call to make the payment.
 - o Schedule hard copy submittal with staff.
 - o Submit a hard copy of the application materials (and check, if paying by check) on the table outside of the RACC. Let staff know the materials have been submitted. Staff will pick up the materials and check immediately.
- Drop-off:
 - o Schedule drop-off with staff.
 - o Bring materials to the table outside the RACC. Let staff know the materials have been dropped off. Staff will pick up the materials immediately.
- Pickup:
 - o Issuing 5 single-family residential permits per builder per week.
 - o Schedule pickup with staff. If paying by credit card, make the payment with staff over the phone at this time.
 - o Call or email staff when you are in the RACC parking lot. Staff will place the materials to be picked up on the table outside the RACC then return indoors. If paying by check, replace the materials with a check which staff will pick up immediately.

All other permits (multifamily residential, commercial/industrial, land use, engineering)

- The City will accept all submittals, drop-offs, and pick-ups.
- Submittal, drop-off, and pick-up are by appointment **M-F 8am-3pm.**
- Submittal:

- Email staff an electronic version of the application.
- Staff will process the application and send an invoice. If paying by credit card, call to make the payment.
- Schedule hard copy submittal with staff.
- Submit a hard copy of the application materials (and check, if paying by check) on the table outside of the RACC. Let staff know the materials have been submitted. Staff will pick up the materials and check immediately.
- Drop-off and pick-up:
 - See above for procedures; there is no limit on the number of permits issued per week for these permit types.

Building inspections are restricted to new construction and unoccupied structures that have been vacant for more than two weeks. Building inspectors must take proper actions to reduce the spread of disease in the field, including maintaining 6 feet of separation at all times, using disinfectant, and wearing gloves. Workers on site must be following requirements from the Governor's Phase 2 Construction COVID-19 Job Site Requirements. If, at any time, building inspectors arrive to inspect a site and these measures are not in effect, the building inspector will immediately stop the inspection and shut down all jobsite activity until it can be proved that these required measures are in effect.

Code enforcement is restricted to cases where no physical interaction is required.

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 11, 2020

ITEM: BUSINESS

AGENDA ITEM TITLE: Motion - Approve a Purchase and Sale Agreement for Commercial Property for a New Operations Center

GOVERNING LEGISLATION:

RCW 35A.11.010

PREVIOUS COUNCIL ACTION TAKEN:

Council approved a study in 2013 to determine long term needs for a Public Works Operations Center

SUMMARY/BACKGROUND:

City staff became aware of commercial property that was listed for sale in December 2019. The property is located at 487 S 56th Place in Ridgefield. The facility meets or exceeds the space requirements, identified in the 2013 study, conducted to determine what was needed over a future 20-year horizon for a public works operations facility.

The City toured the facility and placed an offer for the property contingent on due diligence; including an appraisal, environmental assessment, commercial building inspection, property survey and final approval of a purchase and sale agreement by council. The negotiated price is \$3.8 million for the property, 4.39 acres with a 23,000 sq. ft. warehouse/shop and a 5,000 sq. ft. 2 story office building.

The PSA and amendments included time for the city to complete due diligence which includes an appraisal, commercial building inspection, roof inspection, environmental assessment and an Alta survey. Amendments were signed to increase the due diligence period for the survey to be completed by June 29, 2020. Closing is scheduled to be on or before July 20, 2020 pending due diligence is acceptable and council approval of the purchase and sale agreement.

The city has completed all due diligence with the inspections showing minor required repairs consistent with the age of the building. Previous environmental site investigations noted the presence of heavy oil concentrations in soil beneath portions of the facility, limited to the top 2 feet of unsaturated soil. These impacted soils are capped with engineering barriers of concrete and asphalt flooring, and remediation is not required at this time. Follow up environmental testing of groundwater and soil vapor shows no evidence of ground water contamination, and soil vapor levels were below screening levels with the exception of benzene. Benzene levels were lower than permissible exposure limits for a vehicle repair facility. The survey confirmed prior recorded documents and property lines and did not

reveal any issues.

The current ownership has a lease with a commercial tenant through August of 2020. The City would work with the tenant to extend the lease to facilitate an orderly transition and move.

Public works staff and engineering would all relocate to the new facility.

BUDGET/FINANCIAL IMPACTS:

Purchase price of \$3.8 million plus applicable closing costs and due diligence estimated at \$20,000 - \$25,000. Bridge funding would be through an interfund loan from the Water System Development Fund with the City issuing an RFP for bank placement of Limited Tax General Obligation Bonds for purchase price, closing, due diligence and tenant improvements not to exceed \$4.4 million.

RECOMMENDED ACTION OR MOTION:

Staff recommends that Council approve purchase of the property legally described as, parcel 214052001, 487 S 56th Place, Ridgefield, Washington and a recommended motion would be:

“I move to approve the City’s purchase of parcel 214052001, 487 S 56th Place, Ridgefield, Washington for a purchase price of \$3.8 million plus applicable closing and due diligence costs and authorize the City Manager to take all steps necessary to close the sale.”

STAFF CONTACT:

Kirk Johnson, Finance Director

ATTACHMENTS:

CAB PSA WA 487 S 56th Place 3-23 REV final 3-24-20 (PDF)
 First Amendment to Purchase and Sale Agreement 4-30-20 Final (PDF)
 Second Amendment fully executed 5-7-20 (PDF)

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Washington Commercial Form)

AGENCY DISCLOSURE

This Agency Disclosure is issued pursuant to the requirements of the Revised Code of Washington (RCW 18.86.030(1)(g)), Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller.

Pursuant to the requirements of the Revised Code of Washington (RCW 18.86.030), both Buyer and Seller acknowledge having received the LAW OF REAL ESTATE AGENCY pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: Garret Harper of Fuler Group firm (the "Selling Firm") is the agent of (check one):
☐ Buyer exclusively; ☒ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Eric Fuller of Fuller Group firm (the "Buying Firm") is the agent of (check one): ☒
 Buyer exclusively; ☐ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print) City of Ridgefield (sign) Steve Stuart Date: March 24, 2020
DocuSigned by: 901AFC1F59CF43B...

Seller: (print) Nanken, LLC (sign) _____ Date: March, 2020

[No further text appears on this page.]

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") dated March 24, 2020, for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date"):

BETWEEN: Nanken, LLC, a Washington limited liability company ("Seller")

Address: 2207 NW 116th Street Vancouver, WA 98685

Home Phone:

Cell Phone: 360-828-8706

Fax No.:

E-Mail: dennismcleskey8@gmail.com

AND: City of Ridgefield and/or Assigns ("Buyer")

Address: 230 Pioneer Street Ridgefield, WA 98642

Cell Phone:

Office Phone: 360-887-3557

Fax No.: 360-887-0861

E-Mail: steve.stuart@ci.ridgefield.wa.us

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 487 S 56th Place in the City of Ridgefield, County of Clark, Washington and generally referred to as approximately 4.39 acres of land and all improvements located thereon (Parcel # 214052001) legally described on Exhibit A, attached hereto (the "Real Estate") (if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 20.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 20.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Three Million Eight Hundred Thousand and No/100 dollars (\$3,800,000.00) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within three (3) business days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$150,000.00 as earnest money (the "Earnest Money") in the form of:

☐ Promissory note (the "Note"); ☐ Check; or ☒ Cash, wire transfer or other immediately available funds.

If the Earnest Money is being held by the ☐ Selling Firm ☐ Buying Firm, then the firm holding such Earnest Money shall deposit the Earnest Money in the ☒ Escrow (as hereinafter defined) ☐ Selling Firm's Client Trust Account ☐

Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).

(b) If the Earnest Money is in the form of a Note, it shall be due and payable ☐ no later than 5:00 PM Pacific Time three (3) days after the Execution Date; ☐ after satisfaction or waiver by Buyer of the conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or ☐ Other: _____. If the terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.

(c) The purchase and sale of the Property shall be accomplished through an escrow (the "Escrow") that Seller has established or will establish with Fidelity Tilte, 655 W Columbia Suite 200 Vancouver, WA 98660, Attn: Melissa Miller, 360-258-2222 (the "Escrow Holder") within two (2) days after the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest Money shall be applied to the Purchase Price at Closing.

1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing by ☒ cash or other immediately available funds; or ☐ Other: _____.

1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided, however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising out of the 1031 Exchange.

2. Conditions to Purchase.

2.1 Buyer's obligation to purchase the Property is conditioned on the following:

☐ None;

☒ Within forty five (45) days of the Execution Date, Buyer's approval of the results of (collectively, the "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the document review described in Section 4 below; and (c) (describe any other condition) Environmental Assessment Report, survey, mechanical system inspection, building inspection, appraisal and City of Ridgefield City Council approval;

☐ Within N/A days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing (the "Financing Condition"); and/or

☐ Other ___ [Other conditions must be specifically identified].

The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further right or remedy hereunder.

3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

4. Seller's Documents. Within five (5) days after the Execution Date, Seller shall deliver to Buyer or Buyer's designee, legible and complete copies of the following documents, including without limitation, a list of the Personal Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in existence and to the extent such items are or come within Seller's possession or control: Including but not limited to last two years of operating expenses, Environmental Reports, survey, appraisals, Building Inspection Reports, copy of all third party service agreements, tenant leases, As Built drawings, etc.

5. Title Insurance. Within Seven (7) days after the Execution Date, Seller shall cause to be delivered to Buyer a preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have twenty (20) days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within Seven (7) days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within seven (7) days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."

6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above, Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If

the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the return of the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the Property.

7. Closing of Sale.

7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow, ☐ on or before or ☒ fifteen (15) days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.

7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign person" as such term is defined by applicable law and regulations.

7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory warranty deed or ☐ _____ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements required by Buyer.

8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees charged by the Escrow Holder. Any excise tax and/or transfer tax is anticipated by both parties to be subject to exemption under WAC 458-61A-206 for the purchase and sale under threat of eminent domain in accordance with the local custom determined by the Title Company and applicable law. In the event this exemption is not available, either party may withdraw from this transaction with refund of Earnest Money to the Buyer. Real property taxes for the tax year of the Closing, assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date. If applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to Tenancies shall be assigned and delivered to Buyer at Closing. ☒ Seller ☐ Buyer ☐ N/A shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program.

9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any) existing as of the Closing Date, to Buyer ☒ on the Closing Date or ☒ subject to existing tenant leases.

10. Condition of Property. Seller represents that Seller has received no written notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in the Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10 and the

attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one (1) year.

11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-refundable, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c) any service contracts or other agreements affecting the Property that are not terminable at the Closing.

12. Assignment. Assignment of this Agreement: ☐ is PROHIBITED; ☐ is PERMITTED, without consent of Seller; ☐ is PERMITTED ONLY UPON Seller's written consent; ☒ is PERMITTED ONLY IF the assignee is an entity owned and controlled by Buyer. **Assignment is PROHIBITED, if no box is checked.** If Seller's written consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

13. Arbitration. **IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE FOLLOWING SHALL APPLY TO THIS AGREEMENT:**

ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE WASHINGTON UNIFORM ARBITRATION ACT (RCW 7.04A et seq.) AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN CLARK COUNTY, WASHINGTON AND ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE CLARK COUNTY GEOGRAPHIC AREA (IF BLANK IS NOT COMPLETED, VANCOUVER, WASHINGTON METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION.

SS

Initials of Buyer

Initials of Seller

14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

15. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

16. Brokerage Agreement. For purposes of Sections 14 and 16 of this Agreement, the Agency Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller agrees to pay a commission to Selling Firm in the amount of either: ☒ Per separate agreement percent (___%) of the Purchase Price or ☐ \$____. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives fifty percent (50%) and Buying Firm receives fifty percent (50%). Seller shall cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance with this Agreement, in addition to any other rights the Selling Firm and Buying Firm may have, the Selling Firm and the Buying Firm, together, shall be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission agreed to above, and Seller hereby assigns such amount to the Selling Firm and the Buying Firm.

17. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in any case shall be sent by the applicable party to the address of the other party shown at the beginning of this Agreement, unless that day is a Saturday, Sunday, or federal or Washington State legal holiday, in which event such notice will be deemed delivered on the next following business day.

18. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Washington State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely with respect to Sections 14 and 16, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

19. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by, the laws of the State of Washington.

20. Lease(s) and Personal Property.

20.1 Leases.

20.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller shall use commercially reasonable efforts to deliver to Buyer, at least ___ days (**three (3) if not filled in**) before the Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the Property in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no more than ___ days (**fifteen (15) if not filled in**) prior to the Closing Date and shall certify, among other things: (a) that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property, then Seller shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the information required by this Section 20.1 and confirming the accuracy thereof.

20.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").

20.2 Personal Property. Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of Sale.

21. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.

22. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:

- ☒ Exhibit A – Legal Description of Property **[REQUIRED]**
- ☒ Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)
- ☒ Exhibit C – Bill of Sale (if applicable)
- ☐ Exhibit D – Lead Paint Disclosure Addendum (if applicable)
- ☐ Exhibit E – AS IS Exceptions (if applicable)
- ☒ Exhibit F – Seller's Disclosure
- ☒ Exhibit G – Laws of Agency

[Remainder of page intentionally left blank.]

23. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement on or before 5:00 PM Pacific Time on Wednesday March 27, 2020, then the Earnest Money shall be promptly refunded to Buyer and thereafter, neither party shall have any further right or obligation hereunder.

24. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer hereinafter certifies that:

24.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

24.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

DocuSigned by:
Buyer Signature: Steve Stuart Date: March 24, 2020
 901AFC1F59CF43B...

25 Current Lease and First Right of Refusal : Buyer acknowledges that Seller has a current lease expiring August 31, 2020 and this transfer is subject to possession rights of the tenant. Tenant has rejected its right of first refusal.

[Remainder of page intentionally left blank.]

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 BROKERS OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS 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.

Buyer City of Ridgefield and/or Assigns

DocuSigned by:

By: Steve Stuart

Name: Steve Stuart

Title: City Manager

Date: March 24, 2020

Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement.

Seller Nanken, LLC

By: _____

Name: Dennis Mcleskey

Title: Governor

Date: March, 2020

Attachment: CAB PSA WA 487 S 56th Place 3-23 REV final 3-24-20 (Motion to Approve a Purchase and Sale Agreement for Commercial

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That portion of the West half of the Southeast quarter of Section 21, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a Washington State Department of Transportation concrete monument at the Northeast corner of the Southeast quarter of Section 21, Township 4 North, Range 1 East of the Willamette Meridian; thence South 89°36'04" West along the Northerly line of said Southeast quarter 1301.45 feet to the Northeast corner of the West half of said Southeast quarter; thence South 41°34'17" West 1507.65 feet to the true point of beginning; thence South 00°32'44" West 609.91 feet to the arc of a 20.00 foot radius curve to the right; thence along the arc of said 20.00 foot radius curve to the right through a central angle of 90°00'00" an arc distance of 31.42 feet; thence North 89°27'16" West 284.95 feet; thence North 00°47'52" East 629.92 feet; thence South 89°27'16" East 302.18 feet to the true point of beginning.

ALSO an easement for Ingress and egress across the following described property:

BEGINNING at a point on the center line of NW 19th Avenue which is the terminus of that 60.0 foot wide tract of land described in Auditor's File No. 8604100181, said point is 1000.94 feet South and 2253.17 feet West of a Washington State Department of Transportation concrete monument at the Northeast corner of the Southeast quarter of Section 21, Township 4 North, Range 1 East of the Willamette Meridian; thence North 70°47'18" West 30.00 feet; thence South 13°43'28" West 28.13 feet to an intersection point with a 507 foot radius curve to the left; thence along the arc of a 507 foot radius curve to the left through a central angle of 12°45'40" a distance of 112.92 feet; thence South 00°32'44" West 616.62 feet; thence South 89°27'16" East 60.00 feet; thence North 00°32'44" East 616.62 feet; thence along the arc of a 447 foot radius curve to the right through a central angle of 12°45'40" a distance of 99.56 feet; thence North 13°00'41" East 21.96 feet; thence North 70°47'18" West 30.00 feet to the true point of beginning.

Said description being the perimeter boundary of a 60 foot easement for NW 19th Avenue.

SUBJECT TO: Easements, Conditions, Covenants, and Restrictions of Record.

EXHIBIT B

RECORDING REQUESTED BY ___ AND
WHEN RECORDED MAIL TO:

Company:

Address:

City, State, Zip

Document Title: Assignment of Leases

Grantor(s):

Grantee(s):

Legal Description:

Assessor's Property Tax Parcel or Account Number:

Reference Numbers of Documents Assigned or Released:

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of this ___ day of ___, ___, by and between ___, a ___ ("Assignor" or "Grantor"), and ___, a ___ ("Assignee" or "Grantee").

RECITALS

This Assignment is entered into on the basis of and with respect to the following facts, agreements and understandings:

A. On ___, ___, Assignor, as "Lessor," and ___, ___, as "Lessee," entered into a certain Lease, pursuant to which said Lessor leased to said Lessee certain real property in the City of ___, County of ___, State of ___ (the "Premises"), which Premises are a portion of the property more particularly described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"). Said Lease is hereinafter referred to as the "Lease."

B. By an instrument dated of even date herewith and recorded prior to this instrument, Assignor sold and conveyed its fee interest in and to the Property to Assignee and, in conjunction therewith, Assignor agreed to assign its interest as Lessor under the Lease to Assignee and Assignee agreed to assume the obligations of the Lessor under the Lease, all as more particularly set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements set forth herein, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs, personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the Lease.

2. Acceptance of Assignment and Assumption of Obligations. Assignee hereby accepts the assignment of the Lessor's interest under the Lease and, for the benefit of Assignor, assumes and agrees faithfully to

perform all of the obligations which are required to be performed by the Lessor under the Lease on or after the Effective Date (defined below).

3. Effective Date. The effective date of this Assignment and each and every provision hereof is and shall be ____ (the "Effective Date"). (If no dated is identified, the Effective Date shall be the date the deed from Assignor to Assignee is recorded.)

4. Assignor's Indemnity of Assignee. Assignor hereby agrees to defend (with counsel reasonably satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignor as Lessor under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, prior to the Effective Date.

5. Assignee's Indemnity of Assignor. Assignee, for itself and on behalf of its heirs, personal representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor) and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives, successors and assigns, as Lessor under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, on or after the Effective Date.

6. Successors and Assigns. This Assignment, and each and every provision hereof, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. Governing Law. This Assignment shall be construed and interpreted and the rights and obligations of the parties hereto determined in accordance with the laws of the state where the Property is located.

8. Headings and Captions. The headings and captions of the paragraphs of this Assignment are for convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any of the provisions hereof.

9. Gender and Number. As used in this Assignment, the neuter shall include the feminine and masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

10. Multiple Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Assignment or with respect to any dispute relating to this Assignment, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the respective dates set opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as of the date first above written.

ASSIGNOR:

ASSIGNEE:

[Acknowledgement page follows.]

Attachment: CAB PSA WA 487 S 56th Place 3-23 REV final 3-24-20 (Motion to Approve a Purchase and Sale Agreement for Commercial

Acknowledgment for Assignor

STATE OF _____)
) ss.
 County of _____)

On this day personally appeared before me _____ to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

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

 Signature

Printed Name: _____

Notary Public in and for the State of: _____

Acknowledgment for Assignee

STATE OF _____)
) ss.
 County of _____)

On this day personally appeared before me _____ to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

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

 Signature

Printed Name: _____

Notary Public in and for the State of: _____

EXHIBIT C
BILL OF SALE

___ a ___ ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to ___, a ___ ("Buyer"), its successors and/or assigns:

All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property located at ___ in the City of ___, County of ___, State of ___, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all persons claiming by or through Seller.

IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this _____ day of _____.

SELLER:

BUYER:

SELLER'S PROPERTY DISCLOSURE STATEMENT**INSTRUCTIONS TO THE SELLER**

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any * items, please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 487 S 56th LOOP RIDGEFIELD, WA ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller _____ is / _____ is not occupying the property.

I. SELLER'S DISCLOSURES:

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE AND LEGAL

☐ Yes ☐ No ☐ Don't know

A. Do you have legal authority to sell the property?
If no, please explain.

☐ Yes ☐ No ☐ Don't know

*B. Is title to the property subject to any of the following?

☐ Yes ☐ No ☐ Don't know

(1) First right of refusal

☐ Yes ☐ No ☐ Don't know

(2) Option

☐ Yes ☐ No ☐ Don't know

(3) Lease or rental agreement

☐ Yes ☐ No ☐ Don't know

(4) Life estate?

☐ Yes ☐ No ☐ Don't know

*C. Are there any encroachments, boundary agreements, or boundary disputes?

☐ Yes ☐ No ☐ Don't know

*D. Is there any leased parking?

☐ Yes ☐ No ☐ Don't know

*E. Is there a private road or easement agreement for access to the property?

☐ Yes ☐ No ☐ Don't know

*F. Are there any rights-of-way, easements, shared use agreements, or access limitations?

☐ Yes ☐ No ☐ Don't know

*G. Are there any written agreements for joint maintenance of an easement or right-of-way?

☐ Yes ☐ No ☐ Don't know

*H. Are there any zoning violations or nonconforming uses?

☐ Yes ☐ No ☐ Don't know

*I. Is there a survey for the property?

☐ Yes ☐ No ☐ Don't know

*J. Are there any legal actions pending or threatened that affect the property?

☐ Yes ☐ No ☐ Don't know

*K. Is the property in compliance with the Americans with Disabilities Act?

2. WATER

☐ Yes ☐ No ☐ Don't know

*Are there any water rights for the property, such as a water right permit, certificate, or claim?

3. SEWER/ON-SITE SEWAGE SYSTEM

☐ Yes ☐ No ☐ Don't know

*Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

4. STRUCTURAL

☐ Yes ☐ No ☐ Don't know

*A. Has the roof leaked within the last five years?

☐ Yes ☐ No ☐ Don't know

*B. Has any occupied subsurface flooded or leaked within the last five years?

☐ Yes ☐ No ☐ Don't know

*C. Have there been any conversions, additions, or remodeling?

☐ Yes ☐ No ☐ Don't know

*(1) If yes, were all building permits obtained?

☐ Yes ☐ No ☐ Don't know

*(2) If yes, were all final inspections obtained?

☐ Yes ☐ No ☐ Don't know

*D. Has there been any settling, slippage, or sliding of the property or its improvements?

☐ Yes ☐ No ☐ Don't know

*E. Are there any defects with the following: (If yes, please check applicable items and explain.)

- | | |
|---|---|
| ☐ Foundations | ☐ Slab Floors |
| ☐ Doors | ☐ Outbuildings |
| ☐ Ceilings | ☐ Exterior Walls |
| ☐ Interior Walls | ☐ Sidewalks |
| ☐ Siding | ☐ Windows |
| ☐ Other | |

5. SYSTEMS AND FIXTURES☐ Yes ☐ No ☐ Don't know

* Are there any defects in the following systems? If yes, please explain.

☐ Yes ☐ No ☐ Don't know

(1) Electrical system

☐ Yes ☐ No ☐ Don't know

(2) Plumbing system

☐ Yes ☐ No ☐ Don't know

(3) Heating and cooling systems

☐ Yes ☐ No ☐ Don't know

(4) Fire and security system

6. ENVIRONMENTAL☐ Yes ☐ No ☐ Don't know

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?

☐ Yes ☐ No ☐ Don't know

*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

☐ Yes ☐ No ☐ Don't know

*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

☐ Yes ☐ No ☐ Don't know

*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

☐ Yes ☐ No ☐ Don't know

*E. Is there any soil or groundwater contamination?

☐ Yes ☐ No ☐ Don't know

*F. Has the property been used as a legal or illegal dumping site?

☐ Yes ☐ No ☐ Don't know

*G. Has the property been used as an illegal drug manufacturing site?

7. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

☐ Yes ☐ No ☐ Don't know

*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE _____ SELLER _____ SELLER _____

NOTICE TO BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT

A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.

B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.

C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.

D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.

E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE _____ BUYER _____ BUYER _____

Attachment: CAB PSA WA 487 S 56th Place 3-23 REV final 3-24-20 (Motion to Approve a Purchase and Sale Agreement for Commercial

THE LAW OF REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate broker or salesperson. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law:

Sec. 1. Definitions. Defines the specific terms used in the law.

Sec. 2. Relationships between Licensees and the Public. States that a licensee who works with a buyer or tenant represents that buyer or tenant - unless the licensee is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also states that in a transaction involving two different licensees affiliated with the same broker, the broker is a dual agent and each licensee solely represents his or her client - unless the parties agree in writing that both licensees are dual agents.

Sec. 3. Duties of a Licensee Generally. Prescribes the duties that are owed by all licensees, regardless of who the licensee represents. Requires disclosure of the licensee's agency relationship in a specific transaction.

Sec. 4. Duties of a Seller's Agent. Prescribes the additional duties of a licensee representing the seller or landlord only.

Sec. 5. Duties of a Buyer's Agent. Prescribes the additional duties of a licensee representing the buyer or tenant only.

Sec. 6. Duties of a Dual Agent. Prescribes the additional duties of a licensee representing both parties in the same transaction and requires the written consent of both parties to the licensee acting as a dual agent.

Sec. 7. Duration of Agency Relationship. Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.

Sec. 8. Compensation. Allows brokers to share compensation with cooperating brokers. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.

Sec. 9. Vicarious Liability. Eliminates the common law liability of a party for the conduct of the party's agent or subagent, unless the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent associated with a different broker.

Sec. 10. Imputed Knowledge and Notice. Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.

Sec. 11. Interpretation. This law replaces the fiduciary duties owed by an agent to a principal under the common law, to the extent that it conflicts with the common law.

Sec. 12. Effective Date. This law generally takes effect on January 1, 1997.

Sec. 1. Definitions

As used in this act unless the context clearly requires otherwise:

- (1) "Agency relationship" means the agency relationship created under this chapter or by written agreement between a licensee and a buyer and/or seller relating to the performance of real estate brokerage services by the licensee.
- (2) "Agent" means a licensee who has entered into an agency relationship with a buyer or seller.
- (3) "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof.
- (4) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.
- (5) "Buyer's agent" means a licensee who has entered into an agency relationship with only the buyer in a real estate transaction, and includes subagents engaged by a buyer's agent.
- (6) "Confidential information" means information from or concerning a principal of a licensee that:
 - (a) was acquired by the licensee during the course of an agency relationship with the principal;
 - (b) the principal reasonably expects to be kept confidential;
 - (c) the principal has not disclosed or authorized to be disclosed to third parties;
 - (d) would, if disclosed, operate to the detriment of the principal; and
 - (e) the principal personally would not be obligated to disclose to the other party.
- (7) "Dual agent" means a licensee who has entered into an agency relationship with both the buyer and seller in the same transaction.
- (8) "Licensee" means a real estate broker, associate real estate broker, or real estate salesperson, as those terms are defined in chapter 18.85 RCW.
- (9) "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.
- (10) "Principal" means a buyer or a seller who has entered into an agency relationship with a licensee.
- (11) "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.
- (12) "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this act, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.
- (13) "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.
- (14) "Seller's agent" means a licensee who has entered into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.
- (15) "Subagent" means a licensee who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the agent in writing to appoint subagents.

Sec. 2. Relationships Between Licensees and the Public.

- (1) A licensee who performs real estate brokerage services for a buyer shall be deemed a buyer's agent unless:
 - (a) The licensee has entered into a written agency agreement with the seller;
 - (b) The licensee has entered into a subagency agreement with the seller's agent;
 - (c) The licensee has entered into a written agency agreement with both parties;
 - (d) The licensee is the seller or one of the sellers; or
 - (e) The parties agree otherwise in writing after the licensee has complied with section 3(1)(f).
- (2) In a transaction in which different licensees affiliated with the same broker represent different parties, the broker is a dual agent, and must obtain the written consent of both parties as required under section 6 of this act. In such a case, each licensee shall solely represent the party with whom the licensee has an agency relationship, unless all parties agree in writing that both licensees are dual agents.
- (3) A licensee may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the licensee complies with this act in establishing the relationships for each transaction.

Sec. 3. Duties Of A Licensee Generally.

- (1) Regardless of whether the licensee is an agent, a licensee owes to all parties to whom the licensee renders real estate brokerage services the following duties, which may not be waived:
 - (a) To exercise reasonable skill and care;
 - (b) To deal honestly and in good faith;
 - (c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;
 - (d) To disclose all existing material facts known by the licensee and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the licensee has not agreed to investigate;

- (e) To account in a timely manner for all money and property received from or on behalf of either party;
 - (f) To provide a pamphlet on the law of real estate agency in the form prescribed in section 13 of this act to all parties to whom the licensee renders real estate brokerage services, before the party signs an agency agreement with the licensee, signs an offer in a real estate transaction handled by the licensee, consents to dual agency, or waives any rights, under section 2(1)(e), 4(1)(e), 5(1)(e), or 6(2)(e) or 6(2)(f) whichever is soonest; and
 - (g) To disclose in writing to all parties to whom the licensee renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the licensee, whether the licensee represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."
- (2) Unless otherwise agreed, a licensee owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the licensee to be reliable.

Sec. 4. Duties Of A Seller's Agent.

- (1) Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in section 3 of this act and the following, which may not be waived except as expressly set forth in (e) of this subsection:
- (a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;
 - (b) To timely disclose to the seller any conflicts of interest;
 - (c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;
 - (d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and
 - (e) Unless otherwise agreed to in writing after the seller's agent has complied with section 3(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.
- (2) A seller's agent may show alternative properties not owned by the seller to prospective buyers and may list competing properties for sale without breaching any duty to the seller.

Sec. 5. Duties Of A Buyer's Agent.

- (1) Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in section 3 of this act and the following, which may not be waived except as expressly set forth in (e) of this subsection:
- (a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction;
 - (b) To timely disclose to the buyer any conflicts of interest;
 - (c) To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

- (d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and
 - (e) Unless otherwise agreed to in writing after the buyer's agent has complied with section 3(1)(f), to make a good faith and continuous effort to find a property for the buyer, except that a buyer's agent is not obligated to: (i) Seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or (ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.
- (2) A buyer's agent may show properties in which the buyer is interested to other prospective buyers without breaching any duty to the buyer.

Sec. 6. Duties Of A Dual Agent.

- (1) A licensee may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with section 3(1)(f), which consent must include a statement of the terms of compensation.
- (2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in section 3 of this act and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:
- (a) To take no action that is adverse or detrimental to either party's interest in a transaction;
 - (b) To timely disclose to both parties any conflicts of interest;
 - (c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;
 - (d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;
 - (e) Unless otherwise agreed to in writing after the dual agent has complied with section 3(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and
 - (f) Unless otherwise agreed to in writing after the dual agent has complied with section 3(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to: (i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or (ii) show properties as to which there is no written agreement to pay compensation to the dual agent.
- (3) A dual agent may show alternative properties not owned by the seller to prospective buyers and may

list competing properties for sale without breaching any duty to the seller.

- (4) A dual agent may show properties in which the buyer is interested to other prospective buyers without breaching any duty to the buyer.

Sec. 7. Duration Of Agency Relationship.

- (1) The agency relationships set forth in this chapter commence at the time that the licensee undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:
 - (a) completion of performance by the licensee;
 - (b) expiration of the term agreed upon by the parties; or
 - (c) termination of the relationship by mutual agreement of the parties.
- (2) Except as otherwise agreed to in writing, a licensee owes no further duty after termination of the agency relationship, other than the duties of:
 - (a) Accounting for all monies and property received during the relationship; and
 - (b) Not disclosing confidential information.

Sec. 8. Compensation.

- (1) In any real estate transaction, the broker's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between brokers.
- (2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the licensee.
- (3) A seller may agree that a seller's agent may share with another broker the compensation paid by the seller.
- (4) A buyer may agree that a buyer's agent may share with another broker the compensation paid by the buyer.
- (5) A broker may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.
- (6) A buyer's agent or dual agent may receive compensation based on the purchase price without breaching any duty to the buyer.
- (7) Nothing contained in this act shall obligate a buyer or seller to pay compensation to a licensee, unless the buyer or seller has entered into a written agreement with the licensee specifying the terms of such compensation.

Sec. 9. Vicarious Liability.

- (1) A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship
 - (a) unless the principal participated in or authorized the act, error, or omission; or
 - (b) except to the extent that: (i) The principal benefited from the act, error, or omission; and (ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.
- (2) A licensee is not liable for an act, error, or omission of a subagent under this act, unless the licensee participated in or authorized the act, error or omission. This subsection does not limit the liability of a real estate broker for an act, error, or omission by an associate real estate broker or real estate salesperson licensed to that broker.

Sec. 10. Imputed Knowledge And Notice.

- (1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.
- (2) Unless otherwise agreed to in writing, a licensee does not have knowledge or notice of any facts known by a subagent that are not actually known by the licensee. This subsection does not limit the knowledge imputed to a real estate broker of any facts known by an associate real estate broker or real estate salesperson licensed to such broker.

Sec. 11. Interpretation.

This act supersedes only the duties of the parties under the common law, including fiduciary duties of an agent to a principal, to the extent inconsistent with this act. The common law continues to apply to the parties in all other respects. Nothing in this act affects the duties of a licensee while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

Sec. 12. Effective Date.

This act shall take effect on January 1, 1997, except that this act shall not apply to an agency relationship entered into before January 1, 1997, unless the principal and agent agree in writing that this act will, as January 1, 1997, apply to such agency relationship.

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “Amendment”) is made effective this 30th day of April, 2020 (the “Effective Date”), by and between Nanken, LLC (the “Seller”), and City of Ridgefield (the “Buyer”).

RECITALS

A. Seller and Buyer are parties to that certain Purchase and Sale Agreement and Receipt for Earnest Money dated March 24, 2020 (the “Purchase Agreement”) for the sale and purchase of the real property located at 487 S 56th Place Ridgefield, WA and commonly referred to as tax lot #214052-001, as described and defined in the Purchase Agreement. Capitalized terms not otherwise herein defined shall have the same meaning as assigned in the Purchase Agreement.

B. Buyer and Seller have agreed to modify the Purchase Agreement as more fully described herein.

C. Buyer and Seller have agreed to have the Property surveyed and share the costs prior to closing.

D. Buyer will use best efforts to have the Property survey completed prior to May 20, 2020.

E. Seller has agreed to extend Buyer’s Conditions to Purchase to allow survey to be completed and reviewed by the parties.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and the premises contained herein, Seller and Buyer agree to modify the terms of the Purchase Agreement as follows:

1. The recitals above are intended as part of this agreement.
2. Conditions to Purchase-General Conditions: Buyer and Seller agree to share equally the cost of an ALTA property boundary survey with all recorded exceptions noted on the survey up to a total cost not to exceed Nine Thousand Eight Hundred and No/100 Dollars (\$9,800.00). Buyer will be responsible to contract, manage and pay for survey at the earliest possible date. Seller’s 50% reimbursement of the total survey cost to Buyer will be though escrow at closing and accounted for on the party’s settlement statements. In the event that survey costs exceed Nine Thousand Eight Hundred and No/100 Dollars (\$9,800.00) then Buyer must obtain Seller’s written approval to share any additional survey costs. Should the transaction fail to close, Seller will reimburse Buyer for its ½ of the cost and Buyer will ensure Seller receives a copy of the survey.
3. Conditions to Purchase. The parties agree to extend the General Conditions to expire on May 20, 2020 as it relates to the property boundaries, legal description for the Property and City of Ridgefield City Council approval. The other due

diligence deadlines and conditions to purchase shall remain the same for other conditions as is identified in the Purchase Agreement and the deadline for Closing will remain the same.

3. Entire Agreement; No Other Modification. This Amendment is the final expression of, and contains the entire agreement among, the parties hereto with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by each party hereto. Except as expressly modified by this Amendment, all terms and conditions of the Purchase Agreement, together with any and all exhibits thereto, shall remain unmodified and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the Purchase Agreement and this Amendment, the terms and provisions of this Amendment shall control.
4. Counterparts; Electronic Delivery. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Amendment. To facilitate execution and delivery of this Amendment, the parties may execute and exchange executed counterparts by facsimile or e-mail in a PDF file to the other party or to the other party's counsel.
5. Time is of the essence.

IN WITNESS WHEREOF, each of the parties hereto has executed or caused this Amendment in counterparts to be executed as of the Effective Date.

SELLER:

Nanken, LLC

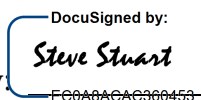
By: _____

Name: Dennis McLeskey

Title: Member

BUYER:

City of Ridgefield

By:  _____
EC0A8ACAC360453...

Name: Steve Stuart

Title: City Manager

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made effective this 6th day of May, 2020 (the "Effective Date"), by and between Nanken, LLC (the "Seller"), and City of Ridgefield (the "Buyer").

RECITALS

A. Seller and Buyer are parties to that certain Purchase and Sale Agreement and Receipt for Earnest Money dated March 24, 2020 with First Amendment dated April 30, 2020 (collectively the "Purchase Agreement") for the sale and purchase of the real property located at 487 S 56th Place, Ridgefield, WA and commonly referred to as tax lot #214052-001, as described and defined in the Purchase Agreement. Capitalized terms not otherwise herein defined shall have the same meaning as assigned in the Purchase Agreement.

B. Buyer and Seller have agreed to further modify the Purchase Agreement as more fully described herein.

C. Buyer requires Level II Environmental Assessment to be completed and approved by Buyer as part of Buyer's Conditions to Purchase.

D. Seller has agreed to extend Buyer's Conditions to Purchase to allow a Level II to be completed and to extend Closing.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and the premises contained herein, Seller and Buyer agree to modify the terms of the Purchase Agreement as follows:

1. The recitals above are intended as part of this agreement.
2. Conditions to Purchase-General Conditions: Based upon a previous Level I report dated March, 2008 and proposal dated May 5, 2020, Buyer requires further environmental testing to ascertain that no further action is required for Ecology item # 1644.
3. Conditions to Purchase. The parties agree to extend the General Conditions to expire on June 29, 2020 as it relates to the proposed Level II Assessment Report and City of Ridgefield City Council approval of same. The other due diligence deadlines and conditions to purchase shall remain the same for other conditions as is identified in the Purchase Agreement.
4. Closing: On or before July 20, 2020.
5. Entire Agreement; No Other Modification. This Amendment is the final expression of, and contains the entire agreement among, the parties hereto with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by each party hereto. Except as expressly modified by this

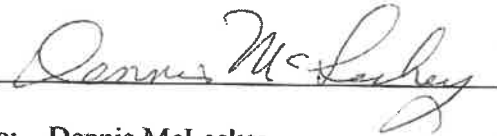
Amendment, all terms and conditions of the Purchase Agreement, together with any and all exhibits thereto, shall remain unmodified and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the Purchase Agreement and this Amendment, the terms and provisions of this Amendment shall control.

6. Counterparts: Electronic Delivery. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Amendment. To facilitate execution and delivery of this Amendment, the parties may execute and exchange executed counterparts by facsimile or e-mail in a PDF file to the other party or to the other party's counsel.
7. Time is of the essence.

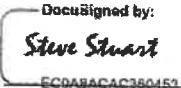
IN WITNESS WHEREOF, each of the parties hereto has executed or caused this Amendment in counterparts to be executed as of the Effective Date.

SELLER:

Nanken, LLC

By: Name: Dennis McLeskeyTitle: Member**BUYER:**

City of Ridgefield

By: 
EC0A9ACAC380453Name: Steve StuartTitle: City Manager