



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, June 9, 2022
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

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

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

II. MOMENT OF SILENCE TO HONOR THE SERVICE AND MEMORY OF THE COWLITZ TRIBE'S GENERAL COUNCIL CHAIRMAN DAVID BARNETT, WHO RECENTLY PASSED AWAY

III. PUBLIC COMMENT

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

IV. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the May 26, 2022 Meeting**

V. PRESENTATION

- 1. Mayors Meadow to Reiman Road Alternative Analysis - Brenda Howell, Public Works Director**

VI. BUSINESS

- 1. Motion - Approve a Purchase and Sale Agreement for Purchase of Parks Property - Steve Stuart, City Manager**
- 2. Motion - Approval of Community Development Block Grant Project Selection - Brenda Howell, Public Works Director**
- 3. Resolution No. 612 – Approval of Intent to Annex - North Ridgefield - Claire Lust, Community Development Director**

VII. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance No. 1367 - KDev LLC Petition to Annex - Claire Lust, Community Development Director**
- 2. Public Hearing and First Reading of Ordinance No. 1368 - Zim Pro LLC Petition to Annex - Claire Lust, Community Development Director**

VIII. PUBLIC COMMENT

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

IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

2. Mayor

Appointment of Planning Commission Member, Position No. 1

Appointment of Salary Commission Members, Position No. 3 & 4

Appointment of a citizen to serve on the Budget Advisory Committee

Appointment of a citizen to serve on Clark County Mosquito Control Board

3. City Manager

X. ADJOURN

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

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 09, 2022
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

ACTION OR MOTION:

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

“I move to approve the consent agenda as presented”

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS: June 9, 2022 Claims Report (PDF)

City of Ridgefield

Claims Payment Report

For Approval on:

June 9th, 2022

Sum of Amount							
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total		
ANDERSON SIGNS INC.	2569	58276	Council	Name Plate - Matt Cole	43.05		
ANDERSON SIGNS INC. Total					43.05		
ARAMARK UNIFORM SERVICES	32	5291005864	Genl Govt/Facilities	05.2022 Floor Mats - City Hall/RACC/PD	9.18		
			Public Safety	05.2022 Floor Mats - City Hall/RACC/PD	4.47		
			Community Development	05.2022 Floor Mats - City Hall/RACC/PD	5.78		
		5291010351	Genl Govt/Facilities	05.2022 PW Ops Floormats - 487 S 56th Pl	1.24		
			Public Works	05.2022 PW Ops Floormats - 487 S 56th Pl	16.79		
			Community Development	05.2022 PW Ops Floormats - 487 S 56th Pl	2.61		
		5291010360	Genl Govt/Facilities	05.2022 Floor Mats - City Hall/RACC/PD	9.18		
			Public Safety	05.2022 Floor Mats - City Hall/RACC/PD	4.47		
			Community Development	05.2022 Floor Mats - City Hall/RACC/PD	5.78		
		5291005881	Genl Govt/Facilities	05.2022 PW Shop Uniforms & Floor Mats	2.10		
			Public Works	05.2022 PW Shop Uniforms & Floor Mats	39.98		
		5291010371	Genl Govt/Facilities	PW Floor Mats - 109 W Division	2.11		
			Public Works	PW Floor Mats - 109 W Division	28.27		
		5291005855	Genl Govt/Facilities	Storm Crew Uniforms	3.27		
				Water Crew Uniforms	8.85		
				05.2022 PW Ops Floor Mats	1.24		
				05.2022 PW Ops Floor Mats	16.79		
				05.2022 PW Ops Floor Mats	2.61		
		ARAMARK UNIFORM SERVICES Total					164.72
		BANNER BANK - EPAY	3533	3533-20220609	Genl Govt/Facilities	PW Ops Center Bond - Interest/Principal	176,251.30
		BANNER BANK - EPAY Total					176,251.30
Bell Jared	UB*00760	(blank)	Genl Govt/Facilities	Refund Check 010078-000 133 N 39th Ct	6.15		
Bell Jared Total					6.15		
BRENDA HOWELL	2875	2875-20220609	Genl Govt/Facilities	05.2022 Mingleage Reimbursement - Howell	0.48		
			Public Works	05.2022 Mingleage Reimbursement - Howell	23.62		
BRENDA HOWELL Total					24.10		
CINTAS CORPORATION NO 2	3497	5109736082	Genl Govt/Facilities	05.2022 Safety Supplies - PW Ops Show	19.72		
			Public Works	05.2022 Safety Supplies - PW Ops Show	265.39		
		5109402778	Genl Govt/Facilities	05.2022 First Aid Supplies - RACC	18.70		
			Community Development	05.2022 First Aid Supplies - RACC	52.35		
		5109402724	Genl Govt/Facilities	05.2022 First Aid Supplies - PW Shop & PW Ops	11.78		
			Public Works	05.2022 First Aid Supplies - PW Shop & PW Ops	158.91		
			Community Development	05.2022 First Aid Supplies - PW Shop & PW Ops	10.16		
		5109402728	Public Safety	05.2022 Safety Supplies - PD	28.95		
5109402738	Genl Govt/Facilities	05.2022 First Aid Supplies - City Hall	33.49				
CINTAS CORPORATION NO 2 Total					599.45		
DEPARTMENT OF LICENSING - EPAY	154	RG0000944-2022	Genl Govt/Facilities	CPL Fees - Boyse	18.00		
		RG0000942-2022	Genl Govt/Facilities	CPL Fees - Boyse	18.00		

Attachment: June 9, 2022 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield

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DEPARTMENT OF LICENSING - EPAY	154	RG0000946-2022	Genl Govt/Facilities	CPL Fees - Smith	18.00
		RG0000941-2022	Genl Govt/Facilities	CPL Fees - White	18.00
		RG0000945-2022	Genl Govt/Facilities	CPL Fees - Hatfield	18.00
		RG0000943-2022	Genl Govt/Facilities	CPL Fees - Cultice	18.00
DEPARTMENT OF LICENSING - EPAY Total					108.00
DICK'S TIRE FACTORY	158	D29395	Public Safety	PD Vehicle Maint - 63636D	151.76
		D28776	Public Safety	PD Vehicle Maint - 72002D	48.25
DICK'S TIRE FACTORY Total					200.01
DKS ASSOCIATES	1565	81318	Community Development	On Call Review Services	2,317.50
DKS ASSOCIATES Total					2,317.50
H.D. FOWLER COMPANY	2036	I6084881	Genl Govt/Facilities	Storm Vehicle Mainetance - Vac Truck	(0.09)
			Public Works	Storm Vehicle Maintenance - Vac Truck	49.01
		I6093249	Genl Govt/Facilities	Storm Vehicle Maintenance - Vac Truck	(0.02)
			Public Works	Storm Vehicle Maintenance - Vac Truck	15.96
		I6100737	Public Works	Water Supplies	226.36
H.D. FOWLER COMPANY Total					291.22
HARRY'S LAWN AND POWER EQUIPMENT	214	220898	Public Works	Parks Operational Supplies	130.17
		221910	Public Works	Parks Mover Parts	206.25
HARRY'S LAWN AND POWER EQUIPMENT Total					336.42
HONEY BUCKETS	223	552788340	Genl Govt/Facilities	PW Shop Port-a-Potty	11.41
			Public Works	PW Shop Port-a-Potty	153.59
		552779896	Public Works	Davis Park Port-a-Potty	373.00
HONEY BUCKETS Total					538.00
J.L. STOREDAHL AND SONS	558	362164	Public Works	Water Operating Supplies	247.75
J.L. STOREDAHL AND SONS Total					247.75
J2 BLUE PRINT SUPPLY	243	AR121134	Genl Govt/Facilities	Event Signs - Slow Down	100.35
		AR120779	Community Development	05.2022 Plotter Contract	22.85
		AR121132	Genl Govt/Facilities	BP - Big Paddle Signs	197.33
J2 BLUE PRINT SUPPLY Total					320.53
JENNIFER LINDSAY	3116	3116-20220609	Council	DC Daily Resort Fee Reimbursement - Jennifer Lindsey	86.22
JENNIFER LINDSAY Total					86.22
JOHN BROOKS	2793	2793-20220601	Public Safety	Per Diem Emerging Trends & Technology in Public Safety 2022	79.00
JOHN BROOKS Total					79.00
Johnson Kendra	UB*00761	(blank)	Genl Govt/Facilities	Refund Check 012137-001 2208 S Meadowlark Dr.	38.32
Johnson Kendra Total					38.32
Johnston Robert & Katrina	UB*00758	(blank)	Genl Govt/Facilities	Refund Check 010056-000 301 N 40th Ave	73.92
Johnston Robert & Katrina Total					73.92
JUDY CHIPMAN	3757	3757-20220609	Council	Mileage Reimbursement - Judy Chipman	32.41
JUDY CHIPMAN Total					32.41
KEITH'S SPORTING GOODS INC.	3049	04132022RPD	Public Safety	Streamlight PROTAC Rail Mount	157.47
KEITH'S SPORTING GOODS INC. Total					157.47
KILLA BITES	3727	2346	Human Resources	Catering - Fred Crippen Retirement Celebration	1,172.88
KILLA BITES Total					1,172.88
KIT GAROUTTE	3768	220507CRSF	Genl Govt/Facilities	1SAT 05.2022 Music Performance - Kit Garoutte	250.00

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4.1.a

KIT GAROUTTE Total					250.00
L.N. CURTIS AND SONS	3075	INV595598	Public Safety	PD Uniforms - Sgt Gibson	86.88
		INV591694	Public Safety	PD Uniforms - Keating	894.65
		INV591120	Public Safety	PD Uniforms - Keating	51.97
L.N. CURTIS AND SONS Total					1,033.50
Lewandowski Steven	UB*00759	(blank)	Genl Govt/Facilities	Refund Check 011501-000 348 N 34th Ct	78.93
Lewandowski Steven Total					78.93
MIKE VENNE	2982	2982-20220609	Genl Govt/Facilities	Storm Supplies Reimbursement	(0.02)
			Public Works	Storm Supplies Reimbursement	173.94
MIKE VENNE Total					173.92
MILORAD MIKETIC	3770	14005	Public Works	Event/Reservation Managing Software	4,548.00
MILORAD MIKETIC Total					4,548.00
MIRACLE MAN MOVER	3759	sm6303-2	Genl Govt/Facilities	Office Furniture moved to PW Ops	7,871.17
MIRACLE MAN MOVER Total					7,871.17
MOTION & FLOW CONTROL PRODUCTS INC	2723	8316239	Public Works	Water Supplies - Abrams Park CL2 Room	170.80
MOTION & FLOW CONTROL PRODUCTS INC Total					170.80
NAPA AUTO PARTS	498	310614	Public Works	Vactor Truck Maintenance	107.92
NAPA AUTO PARTS Total					107.92
NW CONSTRUCTION GENERAL CONTRACTING INC.	2900	P21026-2900-5	Genl Govt/Facilities	Royle Rd S 19th & 15th Less 5% Retainage	(1,426.35)
			Public Works	Royle Rd S 19th & 15th Less 5% Retainage	27,330.56
NW CONSTRUCTION GENERAL CONTRACTING INC. Total					25,904.21
OTAK INC.	1787	52200188	Public Works	04.2022 Construction Mgmt - Royle Rd Roundabout	7,521.00
		52200429	Community Development	04.2022 Commercial Project Management	3,227.75
OTAK INC. Total					10,748.75
PACIFIC OFFICE AUTOMATION - LEASE	1564	76389644	Genl Govt/Facilities	06.2022 Copier Leases - City Hall/RACC/PW Printer	1,131.29
			Public Works	06.2022 Copier Leases - City Hall/RACC/PW Printer	86.13
			Community Development	06.2022 Copier Leases - City Hall/RACC/PW Printer	170.44
		76400179	Genl Govt/Facilities	PW Ops Copier Lease	25.91
			Public Works	PW Ops Copier Lease	348.88
			Community Development	PW Ops Copier Lease	54.18
PACIFIC OFFICE AUTOMATION - LEASE Total					1,816.83
POSTMASTER	348	0348-20220609	Genl Govt/Facilities	Postage Replenishment - The Ridge Newsletter	1,552.36
POSTMASTER Total					1,552.36
PRAETORIAN DIGITAL	3484	INVPR10347	Genl Govt/Facilities	06.2022-05.2022 PoliceOne Academy Renewal	(115.50)
			Public Safety	06.2022-05.2022 PoliceOne Academy Renewal	1,458.50
PRAETORIAN DIGITAL Total					1,343.00
PROFORCE LAW ENFORCEMENT	1014	484274	Public Safety	Taser Holster	103.44
PROFORCE LAW ENFORCEMENT Total					103.44
PUBLIC SAFETY TESTING	354	PSTI22-169	Public Safety	PD Background Checks	2,873.40
PUBLIC SAFETY TESTING Total					2,873.40
RIDGEFIELD SCHOOL DISTRICT	378	1002100121	Genl Govt/Facilities	04.2022 RACC Operating Expense - Water	90.34
				04.2022 RACC Operating Expense - Security Monitoring	250.25
				04.2022 RACC Operating Expense - Electricity	359.48
				04.2022 RACC Operating Expense - Wastewater	9.44

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RIDGEFIELD SCHOOL DISTRICT	378	1002100121	Genl Govt/Facilities Public Works Community Development	04.2022 RACC Operating Expense - Janitorial 04.2022 RACC Operating Expense - Garbage 04.2022 RACC Operating Expense - Water 04.2022 RACC Operating Expense - Security Monitoring 04.2022 RACC Operating Expense - Electricity 04.2022 RACC Operating Expense - Garbage 04.2022 RACC Operating Expense - Wastewater 04.2022 RACC Operating Expense - Janitorial	39.53 21.99 346.29 959.28 1,377.98 84.30 36.19 151.51
RIDGEFIELD SCHOOL DISTRICT Total					3,726.58
RONALD ONSLOW	930	0930-20220609	Council	Employee Reimb - Onslow	86.22
RONALD ONSLOW Total					86.22
SITEONE LANDSCAPE SUPPLY LLC	2951	119245666-001 117786924-001	Public Works Public Works	Streets Sprinkler Repair Parks Supplies	40.13 160.88
SITEONE LANDSCAPE SUPPLY LLC Total					201.01
SKAMANIA COUNTY SHERIFF'S OFFICE	1554	1554-202204	Public Safety	Jail Beds	60.00
SKAMANIA COUNTY SHERIFF'S OFFICE Total					60.00
SOUND UNIFORM SOLUTIONS INC.	3750	202204SU032	Public Safety	Uniform Alterations	48.87
SOUND UNIFORM SOLUTIONS INC. Total					48.87
STATE OF WA DEPARTMENT OF REVENUE - EPAY	156	0-026-829-323	Genl Govt/Facilities Public Works	April 2022 Retail Sales Tax April 2022 B&O and Excise Tax April 2022 Retail Sales Tax April 2022 B&O and Excise Tax	(28.96) 1,748.32 28.96 6,454.89
STATE OF WA DEPARTMENT OF REVENUE - EPAY Total					8,203.21
THE ADT SECURITY CORPORATION	3769	144017434 145414856 144455497 143566437 144877763	Genl Govt/Facilities Public Works Community Development Genl Govt/Facilities Public Works Community Development Genl Govt/Facilities Public Works Community Development Genl Govt/Facilities Public Works Community Development	03.2022 PW Ops Sprinkler & Alarm Monitoring Service 03.2022 PW Ops Sprinkler & Alarm Monitoring Service 03.2022 PW Ops Sprinkler & Alarm Monitoring Service 06.2022 PW Ops Sprinkler & Alarm Monitoring Service 06.2022 PW Ops Sprinkler & Alarm Monitoring Service 06.2022 PW Ops Sprinkler & Alarm Monitoring Service 04.2022 PW Ops Sprinkler & Alarm Monitoring Service 04.2022 PW Ops Sprinkler & Alarm Monitoring Service 02.2022 PW Ops Sprinkler & Alarm Monitoring Service 02.2022 PW Ops Sprinkler & Alarm Monitoring Service 02.2022 PW Ops Sprinkler & Alarm Monitoring Service 05.2022 PW Ops Sprinkler & Alarm Monitoring Service 05.2022 PW Ops Sprinkler & Alarm Monitoring Service 05.2022 PW Ops Sprinkler & Alarm Monitoring Service	11.75 158.48 24.64 12.83 173.07 26.90 11.75 183.12 11.75 158.49 24.63 11.77 158.78 24.68
THE ADT SECURITY CORPORATION Total					992.64
THE PARR COMPANY	964	26611418 26612322 26611905 26613146 26613313	Genl Govt/Facilities Public Works Public Works Public Works Public Works	PW Shop Stud Finder PW Shop Stud Finder Abrams Park Bridge Repair RORC Press Box Repair Concrete for Street Signs Street Striping Paint	4.37 58.81 985.22 1,335.03 27.01 130.19

Attachment: June 9, 2022 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield

Claims Payment Report

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June 9th, 2022

THE PARR COMPANY	964	26612737	Public Works	RORC Press Box Repair	123.97
		26612739	Public Works	RORC Press Box Repair	19.53
THE PARR COMPANY Total					2,684.13
TRAFFIC SAFETY SUPPLY	432	INV048670	Genl Govt/Facilities	Street Supplies - Road Closed Signs	(46.01)
			Public Works	Street Supplies - Road Closed Signs	581.01
TRAFFIC SAFETY SUPPLY Total					535.00
US BANK - EPAY	2237	1974468	Public Works	RIDLTG017 - RORC Bond Interest	159,137.50
		1974882	Public Works	RIDLTG018 - RORC Bond Interest	124,375.00
US BANK - EPAY Total					283,512.50
USA BLUEBOOK	444	975115	Genl Govt/Facilities	PW Shop Supplies	3.67
			Public Works	PW Shop Supplies	49.28
		978420	Public Works	Water Ops Supplies	168.28
		979921	Genl Govt/Facilities	PW Shop Supplies	10.44
			Public Works	PW Shop Supplies	140.51
		984668	Public Works	Water Operation Supplies	141.47
		973506	Public Works	Confined Space Honda EB2200ITAN Generator	1,540.43
		479604	Public Works	Water Ops Supplies	168.28
USA BLUEBOOK Total					2,222.36
VANCOUVER BOLT AND SUPPLY	447	VA-173776	Public Works	Flags/Baskets	290.14
VANCOUVER BOLT AND SUPPLY Total					290.14
WALTER E. NELSON COMPANY	3553	1700307	Genl Govt/Facilities	PW Shop Trash Can Liners	3.22
			Public Works	PW Shop Trash Can Liners	43.30
WALTER E. NELSON COMPANY Total					46.52
WAPITI NW LLC	2545	10219	Genl Govt/Facilities	Vehicle Maintenance - 66092D 2019 Ford F-350	30.54
			Public Works	Vehicle Maintenance - 66092D 2019 Ford F-350	223.05
		10215	Genl Govt/Facilities	Vehicle Maint. - 72006D 2021 Ford F-150 - Melroy	26.39
			Public Works	Vehicle Maint. - 72006D 2021 Ford F-150 - Melroy	192.72
WAPITI NW LLC Total					472.70
WATKINS TRACTOR & SUPPLY CO.	3423	404498	Public Works	Park Caretaker Mower Blades	112.38
WATKINS TRACTOR & SUPPLY CO. Total					112.38
WELLWORKS FOR YOU	3414	19096	Human Resources	05.2022 Wellness Program	783.00
WELLWORKS FOR YOU Total					783.00
WOODLAND SAW AND CYCLE INC.	2223	2175	Public Works	Parks Weed Eater Parts	161.80
		2191	Public Works	Storm Supplies	117.57
		2197	Public Works	Parks Weed Eater Repairs & Parts	107.24
WOODLAND SAW AND CYCLE INC. Total					386.61
Grand Total					546,028.52

Attachment: June 9, 2022 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 09, 2022

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from the May 26, 2022 Meeting

AGENDA ITEM TITLE:

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

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

Not applicable

ACTION OR MOTION:

Approve the minutes by making the following motion:

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 05-26-2022 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
May 26, 2022

Regular Meeting - 6:30 PM

STUDY SESSION - 5:30 P.M.

1. Pavement Preservation Update

GENERAL SESSION CALL TO ORDER - 6:30 PM

FLAG SALUTE

ROLL CALL

Attendee Name	Title	Status	Arrived
Ron Onslow	Councilor	Present	
Lee Wells	Councilor	Present	
Jen Lindsay	Mayor	Present	
Rob Aichele	Councilor	Present	
Judy Chipman	Councilor	Present	
Rachel Coker	Councilor	Present	
Matt Cole	Councilor	Present	

LATE CHANGES TO THE AGENDA

PROCLAMATION

Pride Month

PUBLIC COMMENT

Comments received during public testimony can be heard on the City's website under
<https://ridgefieldwa.us/government/city-council-meeting-audio-files/>

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.

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

1. Approval of Claims And/Or Payroll

2. Approval of Minutes from the May 12, 2022 Meeting

BUSINESS

Attachment: 05-26-2022 (Approval of Minutes)

1. First Reading of Ordinance No. 1366– Budget Amendment - Kirk Johnson, Finance Director

The budget amendment totals \$2,334,800 in total appropriations and includes \$388,300 in additional revenue for 2022. Revenue increases include \$338,300 in grant awards and \$50,000 in insurance recoveries for damage to city infrastructure. The amendment also includes \$1,816,000 in interfund transfers to fund the budget amendment requests. Appropriations include \$96,500 in General Fund software, equipment, and consultant costs, \$210,000 for street fund operations and purchase of crossing signals, and \$10,000 for consultant expense in the water operating fund. An additional \$2 million is requested or reappropriated for capital outlay for design, engineering, and construction expense. Overall fund balance impact will be a decrease of \$1,946,500.

MOTION: MOVED TO WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 1366, WITH STAFF TO DETERMINE FUNDING SOURCE FOR THE RAILROAD PROJECT.

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

2. Resolution No. 611 – 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 5, 2022. The bid is for publications during the period of June 1, 2022 through May 31, 2023. The city received one bid from the Columbian. The Columbian has been the official newspaper for the city for the past 4 years. There is no change to advertising rates when compared to the previous year. The Columbian has the highest circulation in Southwest Washington for any newspaper and includes online posting for legal notices.

MOTION: MOVED TO ADOPT RESOLUTION NO. 611 AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rachel Coker, Councilor
SECONDER:	Judy Chipman, Councilor
AYES:	Onslow, Wells, Lindsay, Aichele, Chipman, Coker, Cole

3. Motion - Approval of Kennedy Test Well Project Award

The Kennedy Test Well project is a step in securing those additional water rights. This project will drill a test well. During drilling, soils will be evaluated for suitability for water extraction, fine particles will be removed to optimize performance, a pumping test will be conducted to evaluate the maximum pumping rate possible while maintaining aquifer stability, and water quality testing to inform future treatment requirements will be completed. After testing this information will be submitted to the Department of Ecology and the City will proceed with applying for the additional rights at the Kennedy Farm. After testing and finalizing of all water right acquisition, from the Kennedy family and the additional rights pursued, the test well can be equipped for permanent use and the City can proceed with construction of additional wells at the Kennedy Farm location.

LOWEST BIDDER IS EMPIRE WELL DRILLING IN THE AMOUNT OF \$875,300.

MOTION: MOVED TO AWARD THE CONSTRUCTION PROJECT FOR KENNEDY TEST WELL TO THE LOWEST BIDDER.

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

4. Motion - Approval of Amendment to City Safety Plan

This is a minor update to the previous safety plan to propose an additional project. The project will replace the existing pedestrian signal at S. Hawk Place and Ridgefield High School with High Intensity Activated Cross Walk pedestrian beacon at the intersection of S. Hawk Place and the secondary access to Ridgefield HS. The installation of this pedestrian beacon, high visibility crosswalk, advance stop bars, and pedestrian crossing signs and markings will provide a safer crossing alternative for students walking or biking across Hillhurst to travel home, the retail center off Royle Road, and to participate in after school events at the RORC and access other school campuses on Hillhurst. Adding this project to the safety plan will help with scoring on the Safe Routes to School Grant application.

MOTION: MOVED TO ADOPT UPDATED LOCAL ROADS SAFETY PLAN AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Cole, Councilor
SECONDER:	Rachel Coker, Councilor
AYES:	Onslow, Wells, Lindsay, Aichele, Chipman, Coker, Cole

PUBLIC COMMENT

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Onslow - Lobbying in Washington DC, retirement party for City employee Fred Crippen, toured Galina Burley around the City.

Council Member Coker - Attended Ridgefield Junction Neighborhood Association meeting, Chamber Coffee Connection event is Friday morning at Lava Java.

Council Member Aichele - Lobbying in Washington DC, Port of Ridgefield meeting.

Council Member Wells - Attended Ridgefield Junction Neighborhood Association meeting, IT3 meeting, Port of Ridgefield workshop, City Manager briefing, Port of Ridgefield meeting, retirement party for City employee Fred Crippen.

Council Member Chipman - Attended Ridgefield Junction Neighborhood Association meeting, Chamber Coffee Connection event, County's Proposed Public Safety Sales Tax workshop, City Manager briefing.

Council Member Cole - Attended Ridgefield Arts Association meeting, County's Proposed Public Safety Sales Tax workshop.

Mayor

Lobbying in Washington DC, County's Proposed Public Safety Sales Tax workshop.

City Manager

City Manager Steve Stuart - Boschma Farms groundbreaking ceremony is next Wednesday, wayfinding signs

are installed, waterfront redevelopment update, County's Proposed Public Safety Sales Tax workshop update.

Community Development Director Claire Lust - Providing an update on employee recruitment, Michael Curtis is our new building official.

Deputy City Manager Lee Knottnerus - Provided an update on upcoming city events.

Lieutenant City Doriot - New Police Officer update.

ADJOURN - [7:50 PM](#)

Julie Ferriss, City Clerk

Jennifer Lindsay, Mayor

Attachment: 05-26-2022 (Approval of Minutes)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 09, 2022

ITEM:

AGENDA ITEM TITLE: Mayors Meadow to Reiman Road Alternative Analysis

GOVERNING LEGISLATION:

NA

PREVIOUS COUNCIL ACTION TAKEN:

\$420,000 for an alternatives analysis and design of the Mayor's Meadow to Reiman Road Trail was included in the 2022 budget. The project is also part of Trail 3 in the adopted Parks, Recreation & Open Space Plan.

SUMMARY/BACKGROUND:

This project is located along the Pioneer Street (SR 501) corridor from the Mayor's Meadow area of Abrams Park (near S Gee Creek Loop) to the North Reiman Road intersection. The roadway corridor crosses Gee Creek approximately 230 feet east of the S Gee Creek Loop intersection. The majority of the existing corridor has two travel lanes with narrow shoulders on either side.

The Pioneer Street corridor is the primary east-west connection from I-5 to downtown Ridgefield. The surrounding area includes downtown Ridgefield, Lake River, the Port of Ridgefield, and Union Ridge Elementary School to the west, and a trail connection at Reiman Road linking multiple residential neighborhoods to the east. Future planned projects on the corridor will complete the connection to downtown and provide connection to neighborhoods and shopping areas to the east.

By completing the proposed project, a missing link between downtown Ridgefield and the N Reiman Road intersection will be completed. This will provide for safe and effective transportation connectivity for vehicles, pedestrians, and cyclists, often referred to as "Complete Streets".

The alternatives analyzed include two multiuse path alignment options, one on the north side of Pioneer Street and one on the south side, that include a pedestrian bridge. As an

alternative to the north alignment pedestrian bridge, a sub-option for replacing the existing roadway bridge with a wider covered multi-use bridge (vehicles and pedestrians) was evaluated.

BUDGET/FINANCIAL IMPACTS:

Alternatives analysis and design costs were included in the 2022 budget. Construction cost estimates for the three alternatives are included in the draft alternatives analysis report (included) and will be presented during the Council meeting.

Staff recently applied for a grant through the state Pedestrian and Bicycle Program, which would help defray construction costs if received.

ACTION OR MOTION:

NA. Presentation and Discussion only.

STAFF CONTACT: Brenda Howell, Public Works Director

ATTACHMENTS: Alternative Analysis-Council Presentation (PPTX)
71742.000_Alt_Anlys_Report (PDF)

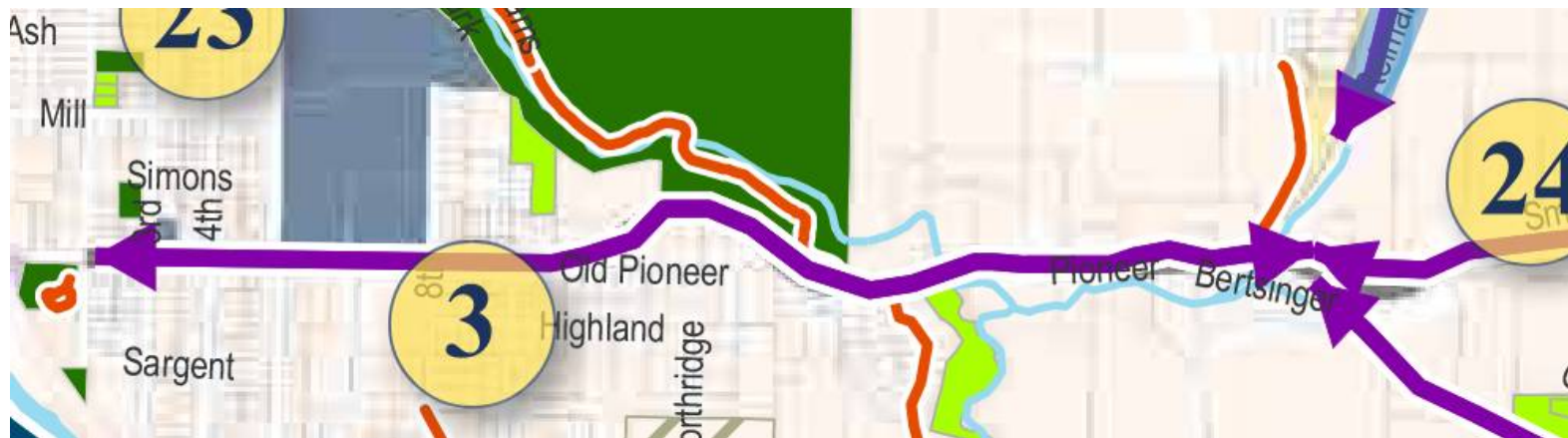
Mayor's Meadow to Reiman Road

Draft Alternative Analysis
Council Presentation
June 9, 2022

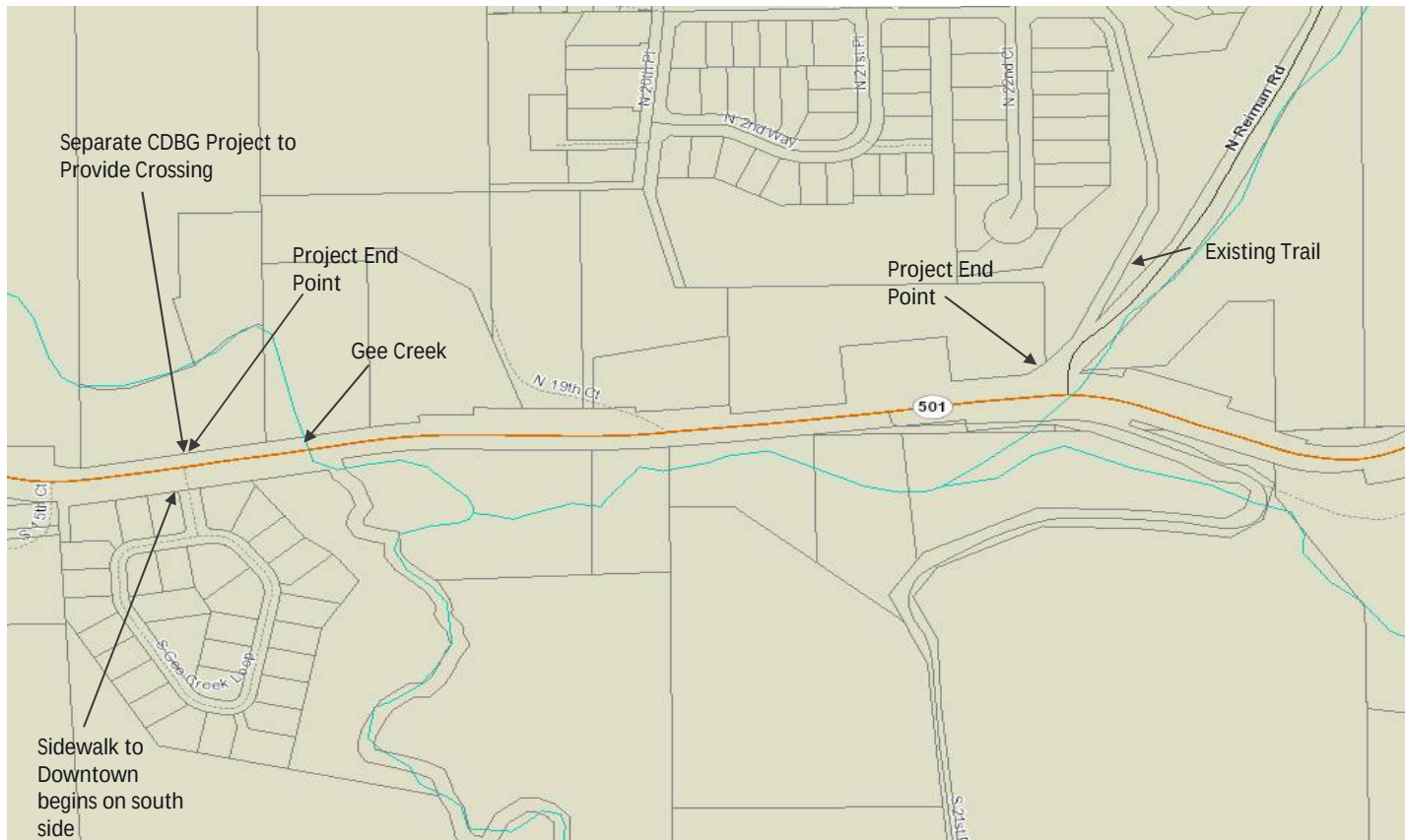


Background

- Included as Trail 3 in the 2020 Parks, Recreation and Open Space Plan (PROS Plan)
- During the open house for the PROS Plan connection was specifically mentioned in community comments
- Part of the City's long-term goal of pedestrian connectivity



Location



Existing Conditions

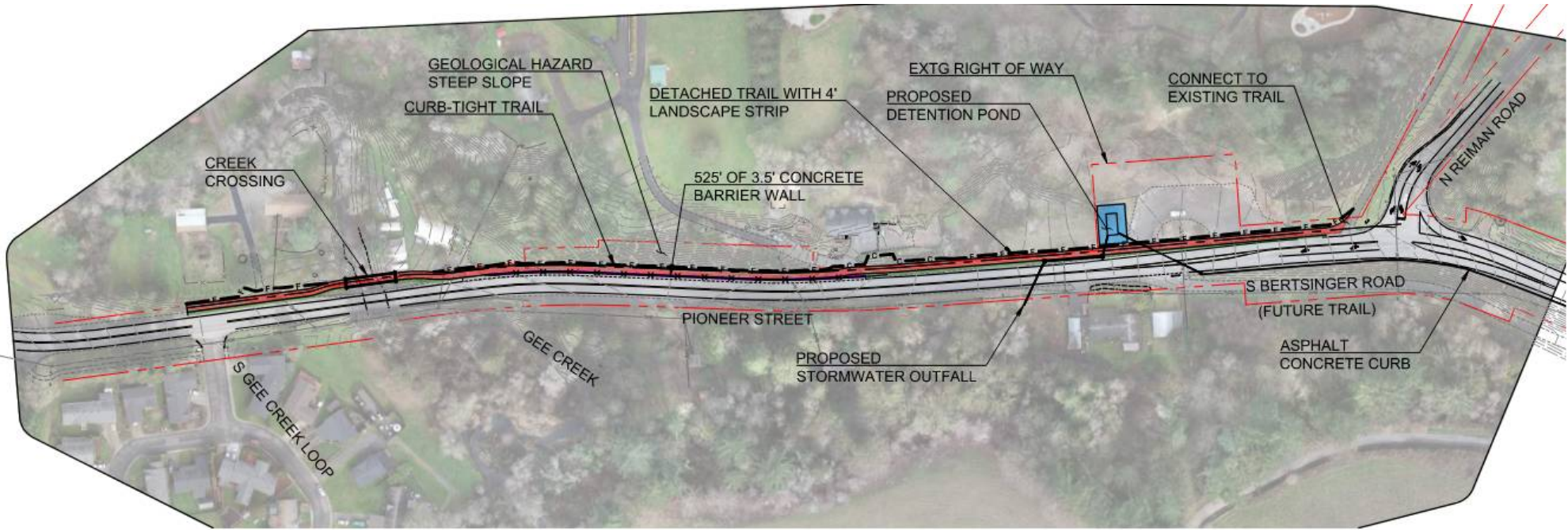


Alternatives

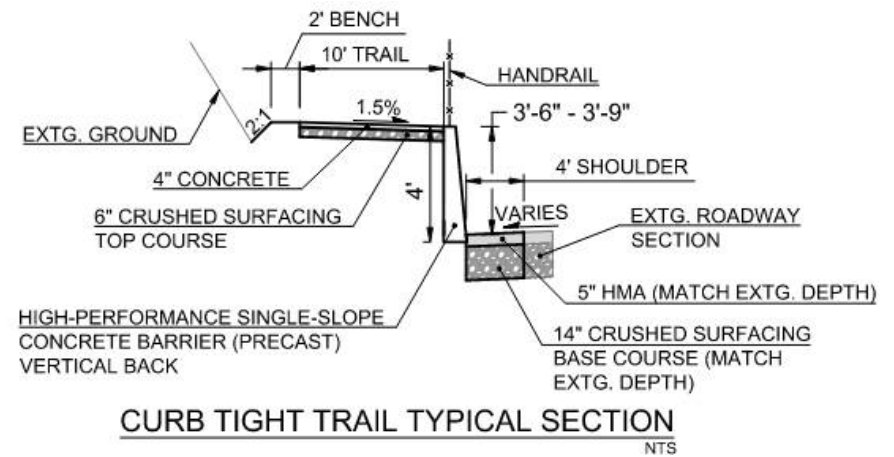
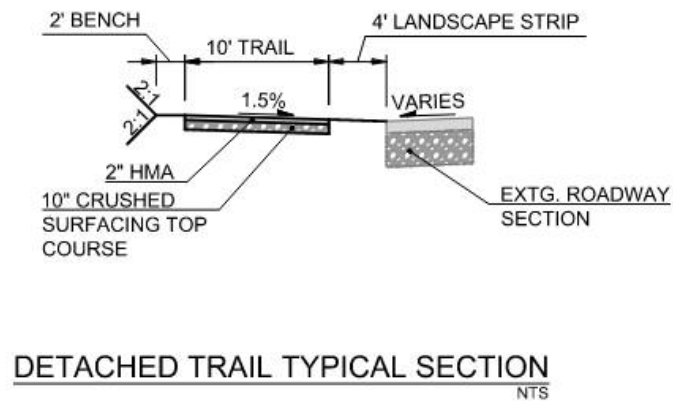
- Three Alternatives Developed
 - Alternative 1
 - North Side of Pioneer
 - Pedestrian Bridge over Gee Creek
 - No Pedestrian Crossing Needed
 - Steep Slopes require Curb Tight Solution
 - Alternative 2
 - South Side of Pioneer
 - Meandering Separated Path
 - Pedestrian Bridge over Gee Creek
 - Requires Pedestrian Crossing
 - Alternative 3
 - North Side of Pioneer
 - Replace Existing Bridge with Covered Bridge with Pedestrian Facility
 - No Pedestrian Crossing Needed
 - Steep Slopes Require Curb Tight Solution



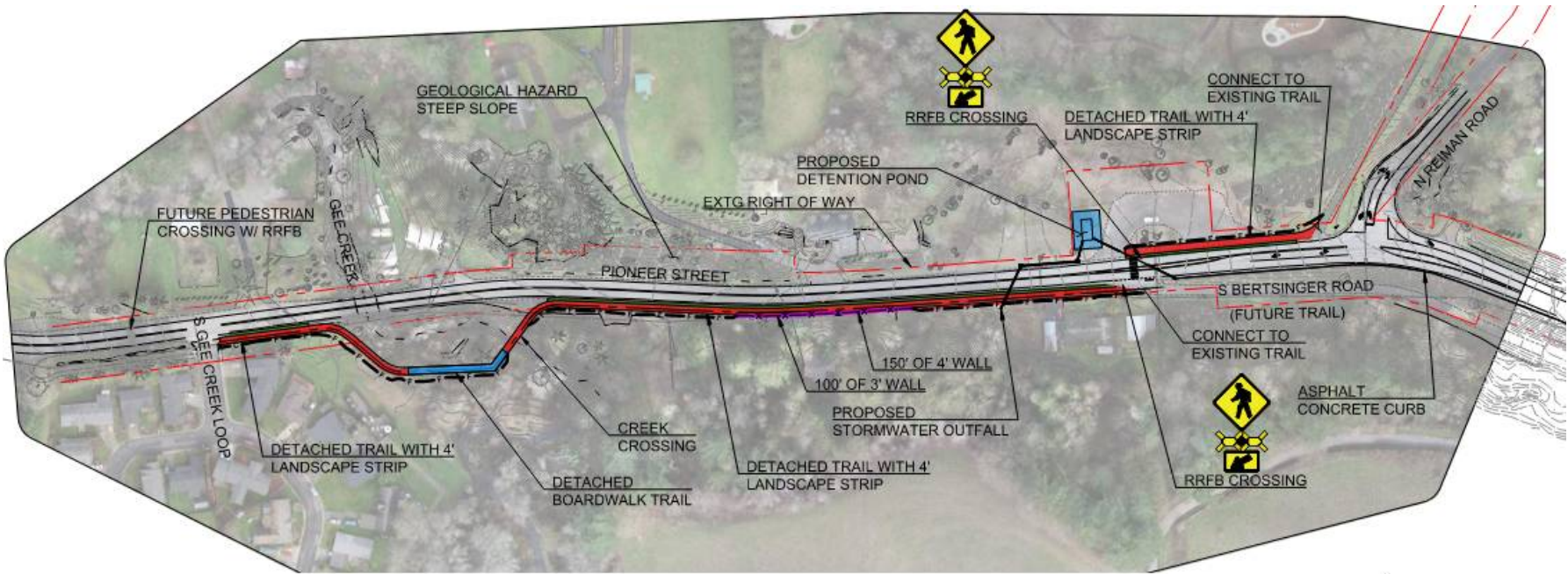
Alternative 1



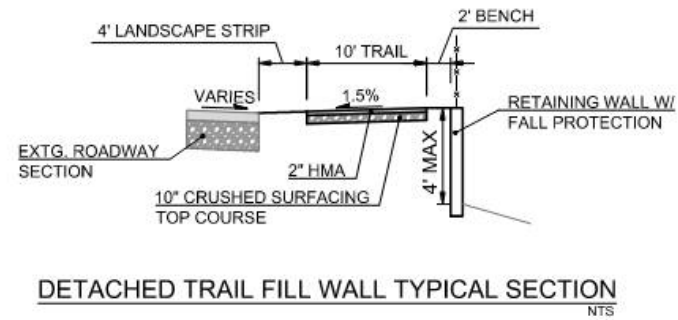
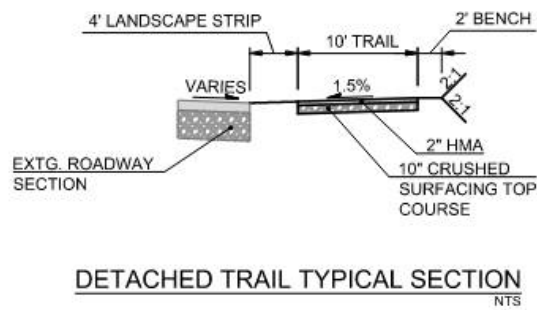
Alternative 1



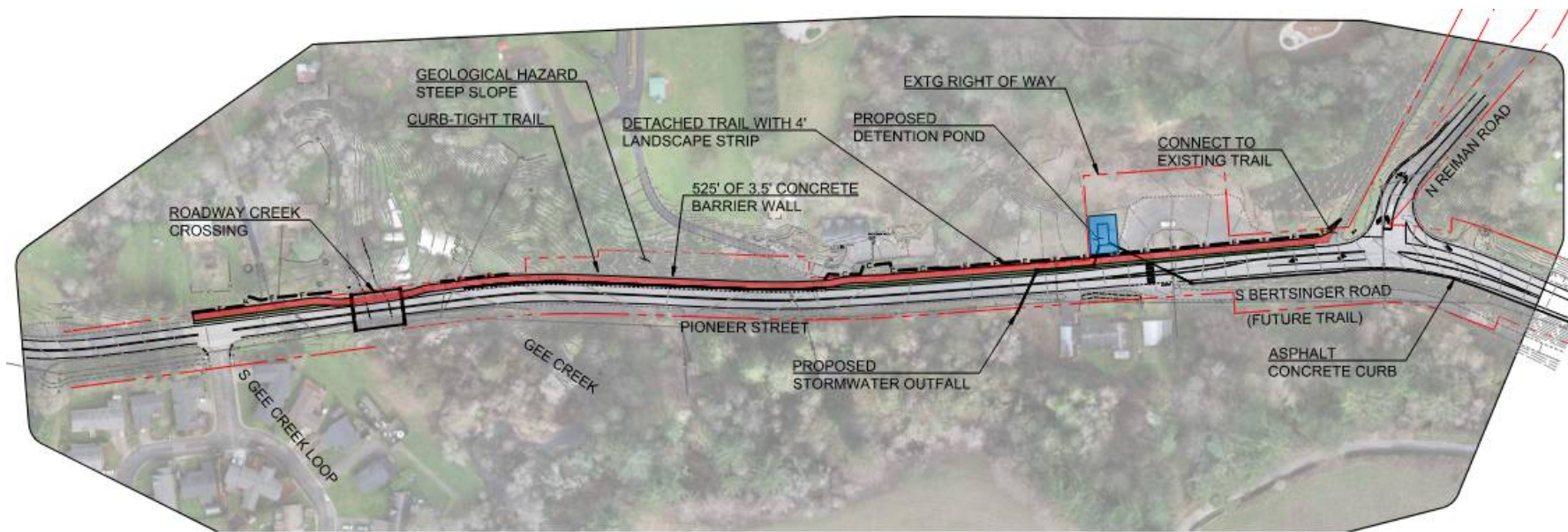
Alternative 2



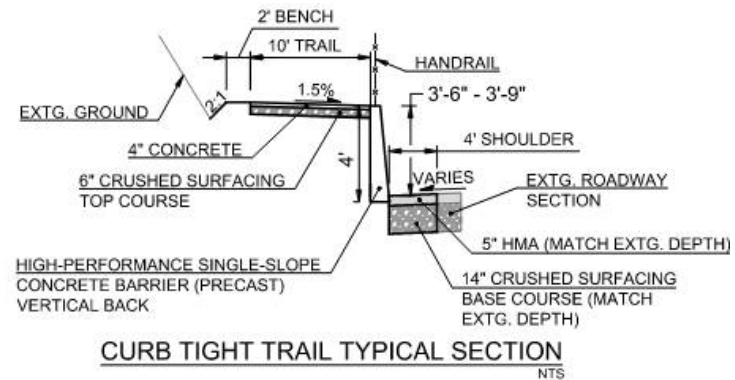
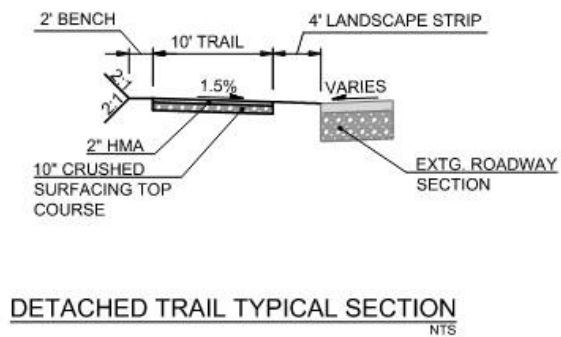
Alternative 2



Alternative 3



Alternative 3



Pedestrian Bridge Types

- Options 1 and 2 both assume covered pedestrian bridges to allow for comparison of costs for overall alignment.
 - There are a broad range of pedestrian bridge types and costs can vary depending on design choice
- For comparison:
 - Standard pedestrian bridge
 - \$3,000/LF or \$210,000
 - Covered pedestrian bridge
 - \$4,500/LF or \$315,000
- The cost estimate for the covered vehicular bridge was estimated based on:
 - Bridge costs from similar structures.
 - High end estimates used to account for additional structural requirements
 - Covered portion based on housing costs



Cost Estimates

	Description	Estimated Cost	Estimated Construction Year
Alternative 1	North Side with Pedestrian Bridge	\$3,762,000	2024
Alternative 2	South Side with Pedestrian Bridge	\$4,405,000	2026
Alternative 3	North Side with Covered Bridge	\$9,975,000	2026

Alternatives Analysis- Criteria

Criteria Name	Criteria Definition
Aesthetics	Enhancing the visual appeal and user experience.
Constructability	Impacts to construction duration, staging area requirements, access and sequencing, contracting, and maintenance.
Construction Cost	Impact to City budgetary constraints. The construction-based options have been conceptually costed out for the purposes of a cost comparison.
Critical Area Impacts	Severity of impacts to existing critical areas within the project footprint.
Geological Hazard	Impact of geological hazard zone on location of alternative (proximity to geological hazard zone).
Permitting Schedule	Increases, if any, to the baseline permitting schedule for the assessed alternative. This applies to federal, state, and local permits.
Right-of-Way Impacts	Number of parcels impacted and degree of impact (temporary construction easement, permanent easement, partial acquisition, complete acquisition).
Roadway Drainage	Treatment requirements, size of required treatment facilities, complexity of stormwater collection and management.
Pedestrian & Bicycle Safety	Improvements from baseline existing condition for mobility after construction is complete.

Alternatives Analysis- Score Definition

Score Value	Score Value Definition
0	Does not address the criteria
1	Best meets some of the criteria
2	Best meets most of the criteria
3	Best meets all the criteria

Alternatives Analysis- Scores

Criteria Name	Alternative 1	Alternative 2	Alternative 3
Aesthetics	1	3	2
Constructability	3	2	0
Construction Cost	2	1	0
Critical Area Impacts	3	0	1
Geological Hazard	0	3	0
Permitting Schedule	2	1	1
Right-of-Way Impacts	2	1	2
Roadway Drainage	2	3	0
Pedestrian & Bicycle Safety	3	2	3
Total	18	16	9

Questions?



Mayor's Meadow to Reiman Rd Design Alternatives Analysis Report

Ridgefield, Washington

Prepared for:

City of Ridgefield

510 Pioneer St, Suite B

PO Box 608

Ridgefield, WA 98642

May 19, 2022

PBS Project 71742.000

City Project P21022



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PBSUSA.COM

Attachment: 71742.000_Alt_Anlysis_Report (Mayors Meadow to Reiman Road Alternative Analysis)

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2 ALTERNATIVES ANALYSIS METHOD	1
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3 MULTIUSE PATH ALTERNATIVES.....	2
3.1 North Alignment (Alternative 1)	3
3.1.1 North Alignment - Sub-Option (Alternative 3)	3
3.2 South Alignment (Alternative 2)	3
3.3 Summary for Multiuse Path Alternatives.....	4

Supporting Data

TABLES

Table 1. Criteria Definitions

Table 2. Criteria Scoring Rubric

Table 3. Multiuse Path Alternatives Scoring Summary

APPENDICES

Appendix A: Multiuse Path Alternatives Exhibits

North Alignment Alternative 1

South Alignment Alternative 2

North Alignment – Sub Option Alternative 3

Appendix B: Alternatives Opinion of Probable Construction Cost

North Alignment Alternative 1

South Alignment Alternative 2

North Alignment – Sub-Option Alternative 3

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Attachment: 71742.000_Alt_Anlysis_Report (Mayors Meadow to Reiman Road Alternative Analysis)

Executive Summary

Project Purpose and Need

This project is located along the Pioneer Street (SR 501) corridor in Ridgefield, Washington (City), from the Mayor's Meadow Park (closest intersection is S Gee Creek Loop) on the west end to North Reiman Road intersection on the east end. The roadway corridor crosses Gee Creek approximately 230 feet east of the S Gee Creek Loop intersection. Looking at the City of Ridgefield, the majority of the existing corridor has two travel lanes with intermittent curb and sidewalk along either side. This project will fill one of these intermittent gaps. Areas of the City that developed prior to current pedestrian standards have created gaps in the City's pedestrian network. The existing roadway within the project limits does not have pedestrian facilities. The proposed pedestrian improvements will address one of the gaps, improve pedestrian safety, and promote active transportation by completing the pedestrian connections between several neighborhoods which are all critical goals of this project. There are two multiuse path alignment options examined as part of this report that include a pedestrian bridge for each of the alignments to the north and south sides, respectively. As an alternative to the north alignment pedestrian bridge, a sub-option for replacing the existing roadway bridge with a wider covered multi-use bridge (vehicles and pedestrians) was evaluated.

The surrounding area includes downtown Ridgefield and school facilities to the west, private residences, pedestrian connections between several neighborhoods, and Abrams Park. There are environmentally sensitive areas along Gee Creek. The Pioneer Street corridor is the only east-west connection for miles in any direction and it is critically important that the project design accommodate the maintenance of vehicular and pedestrian traffic during construction. Pioneer Street is also a critical connector for many utilities including power, water, sanitary sewer, communications, and stormwater.

By completing the proposed multiuse path improvements project, a missing link between downtown Ridgefield and the N Reiman Road intersection will be completed. This will provide for safe and effective transportation connectivity for vehicles, pedestrians, and cyclists, often referred to as "Complete Streets."

Summary of Findings

For each category below, the prepared alternatives were assessed according to the scoring criteria for each category. This allows for a reasonable comparison of like alternatives. Scoring criteria and scoring definitions have been established in collaboration with City staff to allow for each alternative to be scored. Scores are based upon best available information at the time of this evaluation and rely on past project experience and engineering judgement where necessary.

Alternatives

Three path alternatives were considered for the multiuse path connection between Mayor's Meadow and N Reiman Road. The alternatives are:

- Two North Alignment Alternatives.** In alternative 1 the multiuse path runs along the north side of Pioneer Street from the intersection of S Gee Creek Loop, eastward across Gee Creek by pedestrian bridge, and connecting to the existing path at N Reiman Road. This path would utilize both curb-tight and separated layouts to mitigate a tight area around steep slopes that are considered a geological hazard and utilize open space where available. No pedestrian crossing would be necessary in this option. A sub-option (alternative 3) for this alignment would be to utilize the same multiuse path but have a covered roadway and pedestrian bridge crossing at Gee Creek.

- **South Alignment Alternative.** For alternative 2 the multi-use path is set along the south side of Pioneer Street from the intersection of S Gee Creek Loop, eastward across Gee Creek by a meandering boardwalk and pedestrian bridge and connecting to S Bertsinger Road. A pedestrian crossing would be required at Bertsinger Road to run the path to the north side of Pioneer Street and connect to the existing path at N Reiman Road. Another pedestrian crossing would be required on the west end of the project to connect back to Mayor's Meadow and part of a separate project. This alternative would use a separated multiuse path layout, eliminating the need for curb tight mitigation around steep slopes. The layout would place the path within an environmentally sensitive area.

Based upon the scoring of the three developed alternatives, the North Alignment Alternative 1 scored the highest to improve pedestrian connectivity, pedestrian and vehicular safety, and promote active living. Additional discussion and information are provided below in Section 3 of this report.

DRAFT

1 PROJECT OVERVIEW

The report presented here is the conclusion of the preliminary design phase of the project to allow the City of Ridgefield (City) to select which project components will be included for advancement through the final design phases of the project. The next phase is the development of 30% design documents for the preferred alternative followed by subsequent phases with anticipated target dates as identified below.

The design phase of the project is currently funded through 90% design. The City is seeking additional funding to support the final design and construction phases of the project. The target date for construction listed below is dependent on additional funds being secured. It is possible that construction will need to shift out to align with funding availability.

- 30% Design – July 2022
- 90% Design – September 2022
- Final Design – To Be Determined
- Advertise for Construction – To Be Determined
- Bids Received and Opened – To Be Determined
- Construction Notice-to-Proceed – To Be Determined

2 ALTERNATIVES ANALYSIS METHOD

To provide a reasonable assessment, a criteria-based evaluation has been completed for each alternative within a specific category. As mentioned previously, the categories for this project are for the multiuse path improvements in the project corridor and for the bridge structure that would be required to cross Gee Creek.

2.1 Definition of Scoring Criteria

The scoring criteria listed below have been developed in collaboration with City staff to aide in the objective assessment of each alternative being considered. The criteria are presented in alphabetical order, and each have the same importance or weight in determining the final score for a given alternative.

Table 1. Criteria Definitions

Criteria Name	Criteria Definition
Aesthetics	Enhancing the visual appeal and user experience.
Constructability	Impacts to construction duration, staging area requirements, access and sequencing, contracting, and maintenance.
Construction Cost	Impact to City budgetary constraints. The construction-based options have been conceptually costed out for the purposes of a cost comparison.
Critical Area Impacts	Severity of impacts to existing critical areas within the project footprint.
Geological Hazard	Impact of geological hazard zone on location of alternative (proximity to geological hazard zone).
Permitting Schedule	Increases, if any, to the baseline permitting schedule for the assessed alternative. This applies to federal, state, and local permits.
Right-of-Way Impacts	Number of parcels impacted and degree of impact (temporary construction easement, permanent easement, partial acquisition, complete acquisition).

Criteria Name	Criteria Definition
Roadway Drainage	Treatment requirements, size of required treatment facilities, complexity of stormwater collection and management.
Pedestrian & Bicycle Safety	Improvements from baseline existing condition for mobility after construction is complete.

Preliminary construction cost estimates were developed for each alternative considered. **Appendix B** includes detailed opinion of probable construction cost for each alternative.

Preliminary cost estimates include:

- Mobilization – 8% for alternatives
- Contingency – 30%
- Traffic control – \$140,000 Assuming 2 flaggers throughout construction
- Construction Engineering – 15%

Cost estimates for utilities within provided estimates are only for City of Ridgefield owned utilities or those where the relocation costs, either temporary or permanent, would be paid for by the City, and would result in a material difference between alternative's cost. All other utility costs are assumed to be paid for by the utility company that owns and maintains that specific utility within the public right-of-way.

2.2 Scoring Rubric

Each of the proposed alternatives is assessed for each of the identified criteria above based on the scoring rubric shown in Table 2 below.

Table 2. Criteria Scoring Rubric

Score Value	Score Value Definition
0	Does not address the criteria
1	Best meets some of the criteria
2	Best meets most of the criteria
3	Best meets all the criteria

3 MULTIUSE PATH ALTERNATIVES

Three options were examined with this evaluation. North Alignment alternative with a covered pedestrian bridge (Alternative 1) along with the sub-option of replacing the existing bridge with a new covered roadway and pedestrian bridge (Alternative 3), and a South Alignment alternative (Alternative 2) with a meandering boardwalk and pedestrian bridge. Design elements considered:

- Multiuse path cross section
- Path profile grades
- Anticipated grading limits
- Retaining walls
- Earthwork quantities
- Wetlands and sensitive habitat impacts

- Sight Distance
- New pedestrian bridge
- Right-of-way impacts
- Anticipated stormwater management features for each alternative

3.1 North Alignment (Alternative 1)

This alternative is for the North Alignment with a covered pedestrian bridge which focuses on maintaining a separated multiuse path for as long as possible to provide a minimum distance of 5-feet from the traveled lane. Geological hazard steep slopes were observed and show instability north of Pioneer Street along the path alignment. Where these steep slopes encroach on the roadway, the path transitions to a retaining fill-wall with a raised curb-tight path and 4-feet shoulder addition. An approximate 4-foot tall, 450 feet long retaining wall along the front of the multiuse path in this area would be needed. This is needed in order to prevent cutting into the toe of the slope. Along this stretch of retaining wall the path would be raised above the existing roadway to a maximum 4 feet in height. This alignment would trigger a shoreline permit. The shoreline designation within the project corridor is urban conservancy. The management policies for urban conservancy include the construction of public access and public recreation facilities. The proposed trail and crossing comply with the Shoreline Management Plan (SMP) purposes and policies. This permit does not represent a substantial increase in cost or time. An exhibit that depicts the anticipated components of the multiuse path alternative is provided in **Appendix A**.

3.1.1 North Alignment - Sub-Option (Alternative 3)

The second option for the North Alignment utilized the same multiuse path alignment but focused on providing a covered roadway and pedestrian bridge. Pioneer Street is a major truck route and east-west corridor for the surrounding community and reconstruction of the existing bridge would require a total road closure. This would result in increased impacts to a Washington State Department of Transportation structure, traffic impacts to the community, and exponential construction cost this option. This would likely trigger additional permitting for US Corps of Engineer and a Biological Assessment (BA) to determine potential effects to ESA listed fish species in Gee Creek. This would add approximately a minimum one year to the permitting timeframe. A construction cost estimate that represents the proposed components of the bridge and multiuse path alternative is provided in **Appendix A**.

3.2 South Alignment (Alternative 2)

The South Alignment alternative focused on an alignment that utilizes a separated multiuse path that includes a meandering boardwalk and covered pedestrian bridge in a scenic setting for an aesthetically pleasing experience. Alternative 2 requires a pedestrian crossing to the north side of Pioneer Street to connect back into the existing pathway along N Reiman Road. This pedestrian crossing is at S Bertsinger Road intersection. Also, this alignment would require an approximately 150 feet fill wall ranging from 3 to 5 feet in height.

This alignment would require the completion of a wetland delineation as there are wetlands shown on various resource maps and there is potential to require in-water or in-wetland work. This would trigger the necessity of a federal US Corps of Engineers permit. This federal nexus would likely result in the necessity of a BA be completed to determine potential effects to ESA listed fish species in Gee Creek. The BA and USACE permit would add approximately one year to the permitting timeframe. An exhibit that depicts the proposed components of the multiuse path alternative is provided in **Appendix A**.

3.3 Summary for Multiuse Path Alternatives

The highest scoring alternative in the scoring matrix is the North Alignment Alternative 1 to fill in the gap for the pedestrian network and mitigate the identified deficiency. See table 3 below for scoring results.

Table 3. Multiuse Path Alternatives Scoring Summary

Criteria Number	Criteria Name	Alt 1	Alt 2	Alt 3	Scoring Notes
1	Aesthetics	1	3	2	The north alignment (Alt 1) has the least desirable visual appeal. The north alignment (Alt 3) has more desirable visual appeal with a covered roadway & pedestrian bridge. The south alignment has the most desirable visual appeal with a nature setting while crossing the creek.
2	Constructability	3	2	0	The north alignment (Alt 1) will be easier to build but will still require substantial flagging and single lane closures and will receive a score of 3. The north alignment (Alt 3) will be the most difficult to build with bridge demo of existing bridge, temporary bypass of utilities, and 6 month road closure or temporary road bypass. The south alignment will be constructed the same as the north (Alt 1) but will also likely require construction in critical areas and will be more difficult to build therefore it was assigned a score of 2.
3	Construction Cost	2	1	0	The north alignment (Alt 1) costs are lower than the other two options. The north Alignment (Alt 3) costs have the most impact to budget.
4	Critical Area Impacts	3	0	1	The north alignment (Alt 1) will not have any critical area impacts. The north alignment (Alt 3) may have shoreline impacts. The south alignment will impact critical areas adjacent to Gee Creek.
5	Geological Hazard	0	3	0	The north alignments (Alt 1 & 3) will have the most impact from steep side slope with signs of instability. The south alignment (Alt 2) will have the least impact from steep side slope with signs of instability.
6	Permitting Schedule	2	1	1	The north alignment (Alt 1) will require a shoreline permit that will be approximately 3 months to acquire. The north alignment (Alt 3) will require a shoreline permit and likely USACE permit and BA which is approximately 1 year or more. The south alignment will require a USACE permit and BA which is approximately 1 year or more.

Attachment: 71742.000_Alt_Anlysis_Report (Mayors Meadow to Reiman Road Alternative Analysis)

Criteria Number	Criteria Name	Alt 1	Alt 2	Alt 3	Scoring Notes
7	Right-of-Way Impacts	2	1	2	The north alignments will require some right of way. The south alignment will require substantial right of way.
8	Roadway Drainage	2	3	0	The north alignment (Alt 1) will be more difficult to detain and discharge to an appropriate location. The north alignment (Alt 3) will also require stormwater treatment in addition to detention. The south alignment will have more opportunity for locations to detain and discharge stormwater.
9	Pedestrian & Bicycle safety	3	2	3	The north alignments will remove pedestrians & bicycles from the roadway prism. Also, this alignment will not require a pedestrian crossing. The south alignment will remove pedestrians & bicycles from the roadway prism, but will require two pedestrian crossings to connect to the north side of Pioneer St.
TOTALS		18	16	9	

Opinions of Probable Construction Cost for each alternative are provided in **Appendix B**.

Based upon the scoring of the three developed alternatives, the North Alignment Alternative 1 scores the highest to fill-in the pedestrian network gap.

Appendix A

Multiuse Path Alternative Exhibits

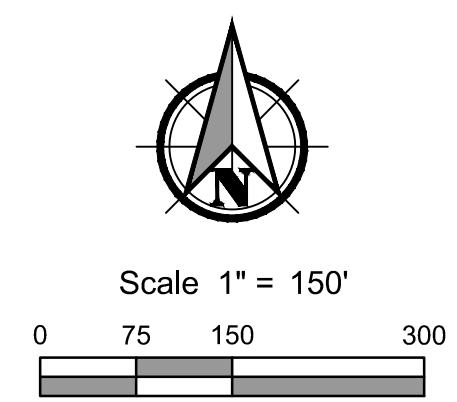
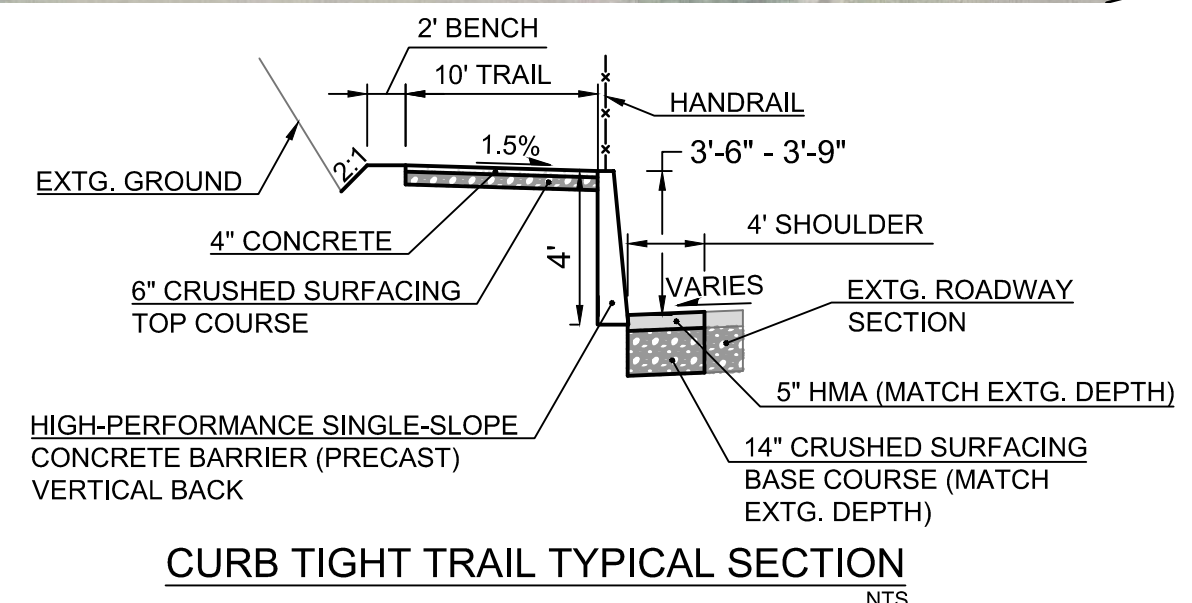
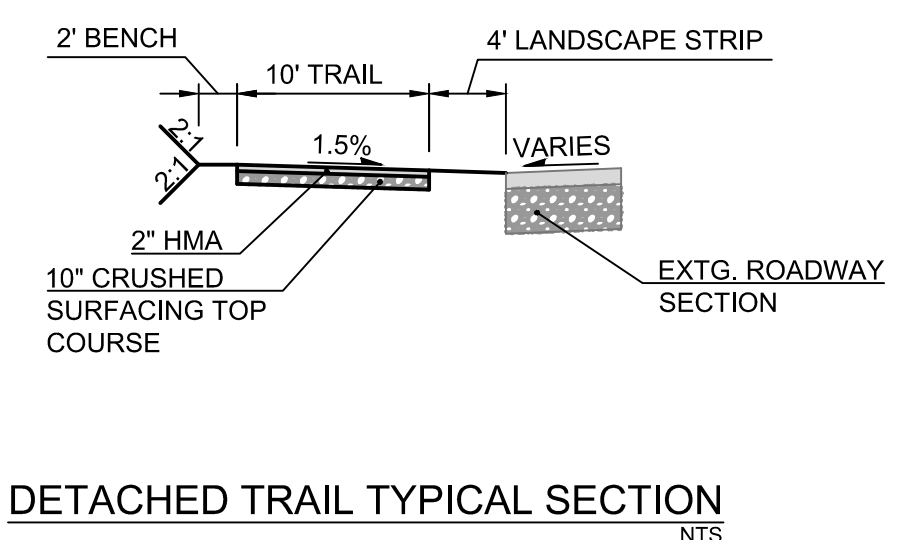
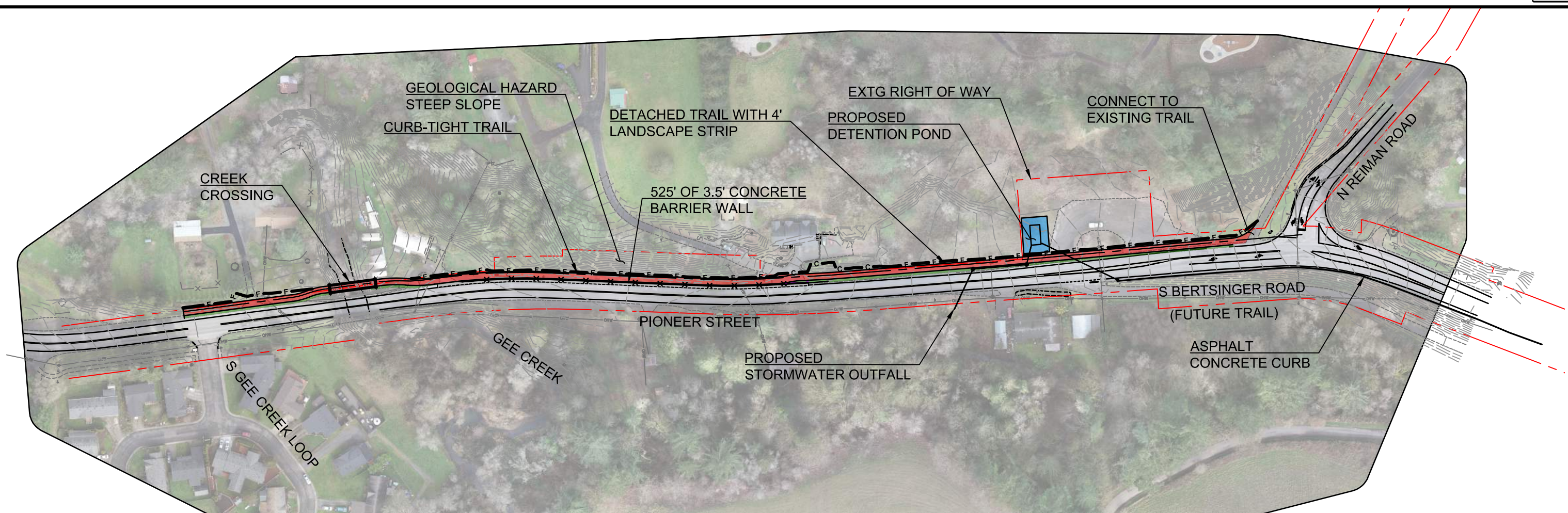
North Alignment Alternative 1

South Alignment Alternative 2

North Alignment – Sub Option Alternative 3

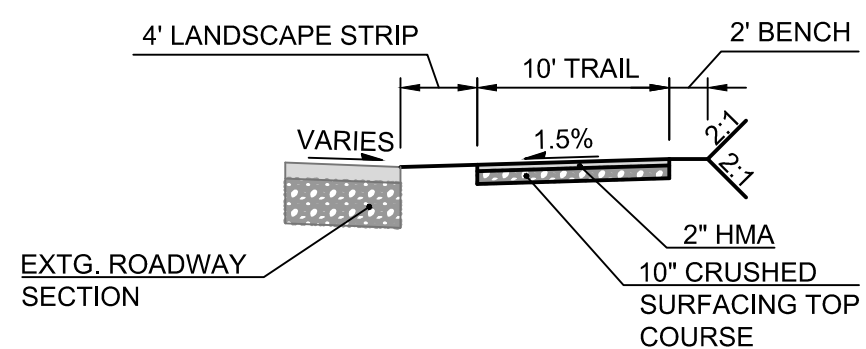
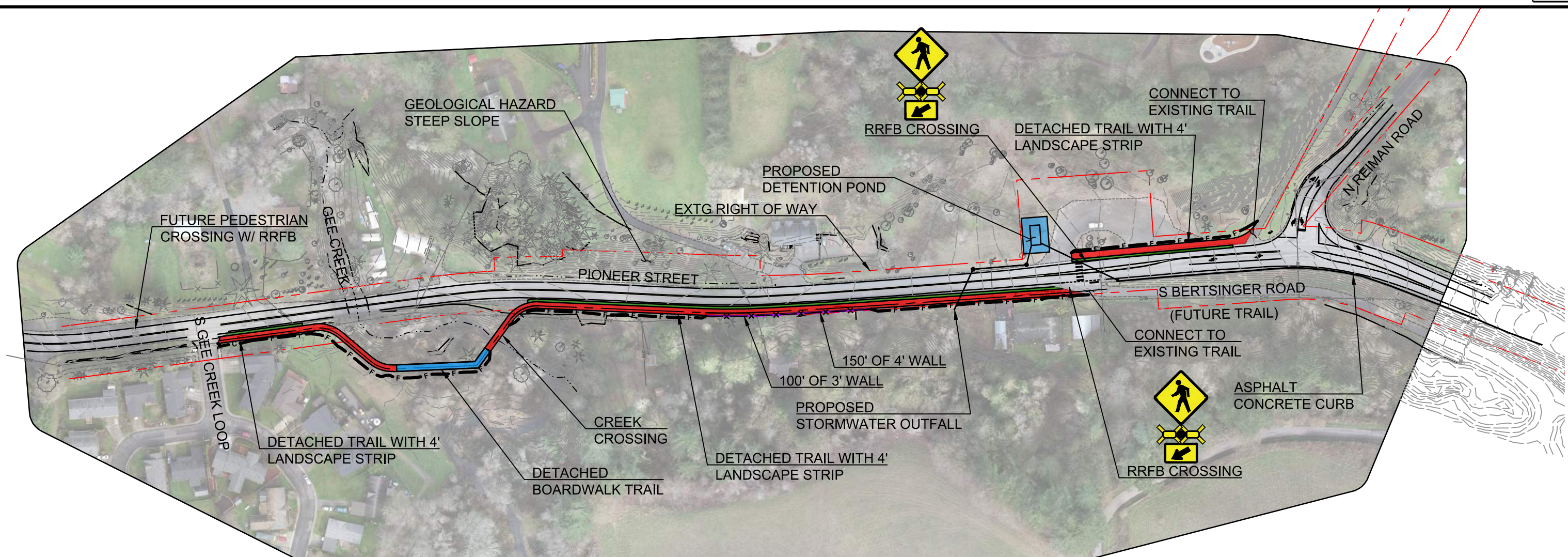
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Attachment: 71742.000_Alt_Anlysis_Report (Mayors Meadow to Reiman Road Alternative Analysis)

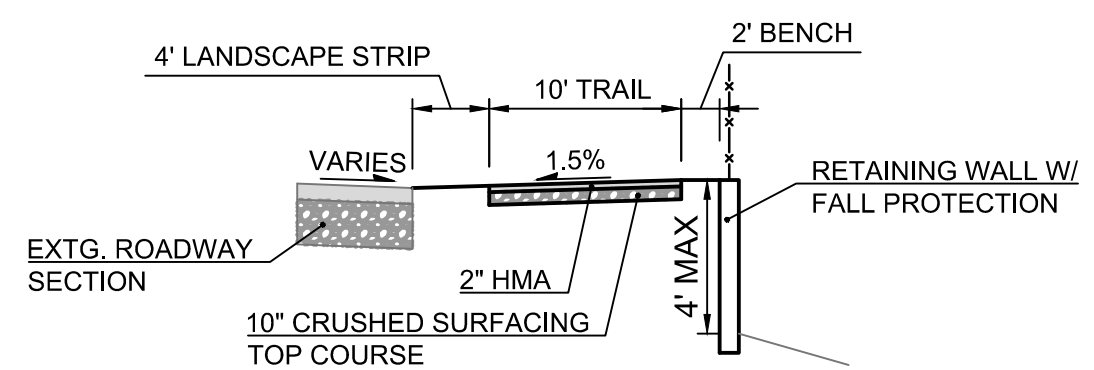


MAYOR'S MEADOW ALTERNATIVES NORTH ALIGNMENT (ALTERNATIVE 1)

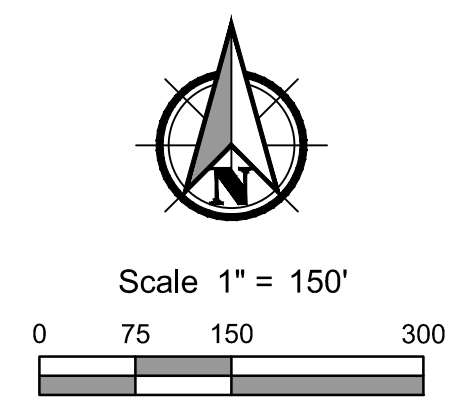




DETACHED TRAIL TYPICAL SECTION
NTS

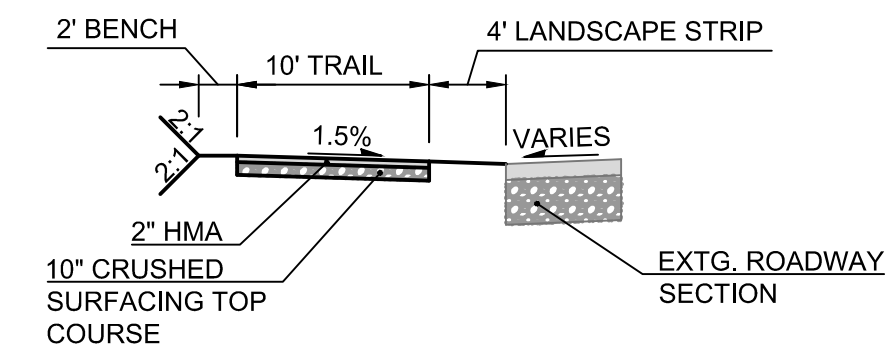
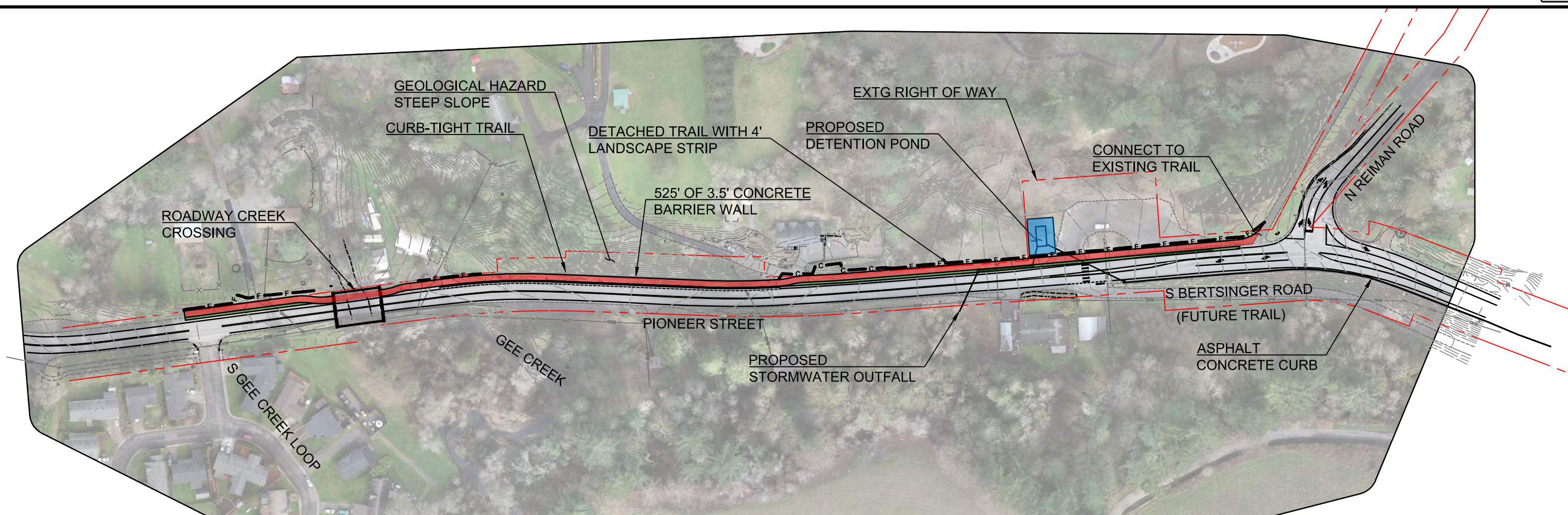


DETACHED TRAIL FILL WALL TYPICAL SECTION
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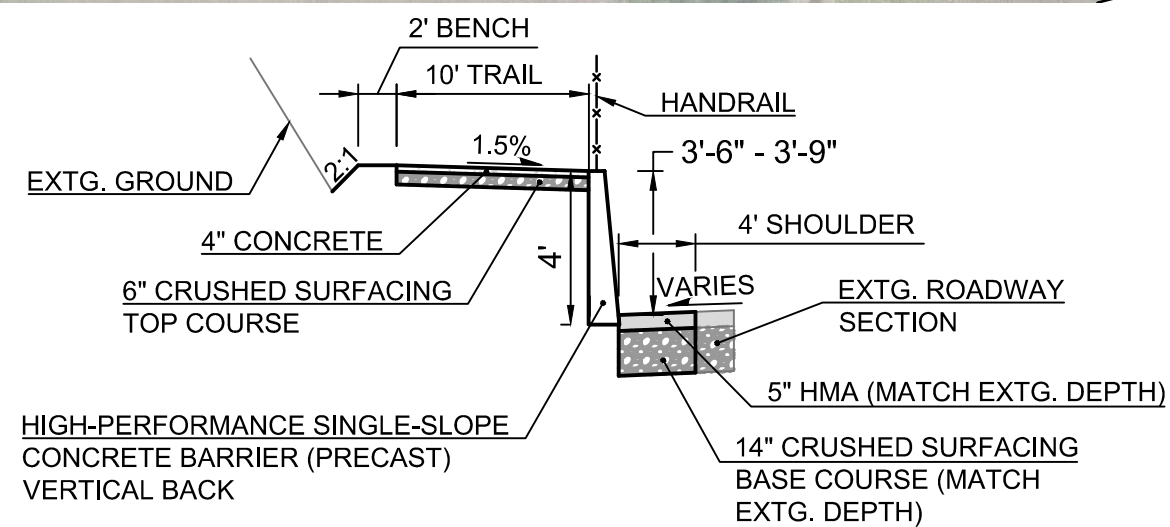


MAYOR'S MEADOW ALTERNATIVES SOUTH ALIGNMENT (ALTERNATIVE 2)

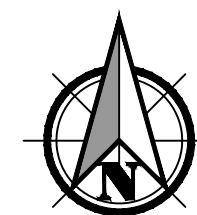




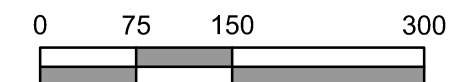
DETACHED TRAIL TYPICAL SECTION
NTS



CURB TIGHT TRAIL TYPICAL SECTION
NTS



Scale 1" = 150'



MAYOR'S MEADOW ALTERNATIVES NORTH ALIGNMENT (ALTERNATIVE 3)



Appendix B

Alternatives Opinion of Probable Construction Cost

North Alignment Alternative 1

South Alignment Alternative 2

North Alignment sub-Option Alternative 3

DRAFT

Attachment: 71742.000_Alt_Anlysis_Report (Mayors Meadow to Reiman Road Alternative Analysis)

Mayor's Meadow to Reiman Road Design, North Alignment - Alternative 1 SUMMARY - ORDER-OF-MAGNITUDE COST ESTIMATE					
CONCEPT:	10' Multiuse Path w/ 4' Planter	REFERENCE NAME			SHEET 1 of 1
DESIGN LEVEL:	Alignment Alternatives	PBS Inc.			
KIND OF WORK:		LENGTH (Ft):	xxxx	DATE	By: PBS
				5/17/2022	
NO.	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
	Shoulder	LF	565	\$86.00	\$48,590
	Asphalt Curb	LF	665	\$50.00	\$33,250
	Trail (Asphalt & Aggregate)	SF	16,300	\$6.00	\$97,800
	Residential Concrete Driveway w/ Curb	EA	5	\$6,000.00	\$30,000
	Signing and Striping	LS	1	\$5,000.00	\$5,000
	Storm Sewer	LS	1	\$165,900.00	\$165,900
	Storm Detention Pond	LS	1	\$75,000.00	\$75,000
	Covered Pedestrian Bridge	LF	70	\$4,500.00	\$315,000
	Retaining Walls (Concrete Barrier)	LF	525	\$180.00	\$94,500
	Beam Guardrail Type 31 Non-Flared Terminal	EA	2	\$6,000.00	\$12,000
	Handrail	LF	525	\$300.00	\$157,500
	Landscaping	SF	4,000	\$10.00	\$40,000
	Illumination	LS	1	\$240,000.00	\$240,000
	Earthwork	LS	1	\$47,000.00	\$47,000
	SUBTOTAL				\$1,362,000
	ADDITIONAL COSTS	RANGE	PERCENTAGE		TOTAL
	Construction Engineering	10.0-15.0%	15.0%		\$204,000
	Construction Surveying	1.0-5.0%	2.5%		\$34,000
	TP & DT	5.0-15.0%	14.0%		\$191,000
	Mobilization	8.0-10.0%	10.0%		\$136,000
	Erosion Control	0.5-2.0%	2.0%		\$27,000
	Contingency	35.0%	35.0%		\$477,000
	Covid Related Price Escalation	25.0%	25.0%		\$341,000
	Escalation (per year)	0.5-8.0%	8.0%		
	-current year 2022		2024		\$218,000
	TOTAL CONSTRUCTION COST				\$2,990,000
	ROW Cost Estimates	LS	1	\$122,000	\$122,000
	Design Engineering	LS	1	\$630,000	\$630,000
	Utility Relocations	LS	1	\$20,000	\$20,000
	TOTAL PROJECT COST				\$3,762,000

This estimate is intended for comparison purposes only.

Attachment: 71742.000_Alt_Anlysis_Report (Mayors Meadow to Reiman Road Alternative Analysis)

Mayor's Meadow to Reiman Road Design, South Alignment - Alternative 2 SUMMARY - ORDER-OF-MAGNITUDE COST ESTIMATE					
CONCEPT:	10' Multiuse Path w/ 4' Planter	REFERENCE NAME			SHEET 1 of 1
DESIGN LEVEL:	Alignment Alternatives	PBS Inc.			
KIND OF WORK:		LENGTH (Ft):	xxxx	DATE	By: PBS
				5/17/2022	
NO.	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
	Asphalt Curb	LF	664	\$50.00	\$33,200
	Trail (Asphalt & Aggregate)	SF	14,860	\$6.00	\$89,160
	Trail (Boardwalk)	SF	1,500	\$125.00	\$187,500
	Residential Concrete Driveway w/ Curb	EA	4	\$6,000.00	\$24,000
	RRFB	EA	2	\$30,000.00	\$60,000
	Signing and Striping	LS	1	\$5,000.00	\$5,000
	Storm Sewer	LS	1	\$165,900.00	\$165,900
	Storm Detention Pond	LS	1	\$75,000.00	\$75,000
	Covered Pedestrian Bridge	LF	70	\$4,500.00	\$315,000
	Retaining Walls	SF	900	\$80.00	\$72,000
	Handrail	LF	250	\$300.00	\$75,000
	Landscaping	SF	4,650	\$10.00	\$46,500
	Illumination	LS	1	\$240,000.00	\$240,000
	Earthwork	LS	1	\$36,000.00	\$36,000
	SUBTOTAL				\$1,424,000
	ADDITIONAL COSTS	RANGE	PERCENTAGE		TOTAL
	Construction Engineering	10.0-15.0%	15.0%		\$214,000
	Construction Surveying	1.0-5.0%	2.5%		\$36,000
	TP & DT	5.0-15.0%	12.0%		\$171,000
	Mobilization	8.0-10.0%	10.0%		\$142,000
	Erosion Control	0.5-2.0%	2.0%		\$28,000
	Contingency	35.0%	35.0%		\$498,000
	Covid Related Price Escalation	25.0%	25.0%		\$356,000
	Escalation (per year)	0.5-8.0%	8.0%		
	-current year 2022		2026		\$456,000
	TOTAL CONSTRUCTION COST				\$3,325,000
	ROW Cost Estimates	LS	1	\$200,000	\$200,000
	Design Engineering	LS	1	\$780,000	\$780,000
	Utility Relocations	LS	1	\$100,000	\$100,000
	TOTAL PROJECT COST				\$4,405,000

This estimate is intended for comparison purposes only.

Attachment: 71742.000_Alt_Anlys_Report (Mayors Meadow to Reiman Road Alternative Analysis)

Mayor's Meadow to Reiman Road Design, North Alignment Sub-Option - Alternative 3						
SUMMARY - ORDER-OF-MAGNITUDE COST ESTIMATE						
CONCEPT:		10' Multiuse Path w/ 4' Planter		REFERENCE NAME PBS Inc.		SHEET 1 of 1
DESIGN LEVEL:		Alignment Alternatives				
KIND OF WORK:				LENGTH (Ft): xxxx	DATE 5/17/2022	By: PBS
NO.	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL	
	Shoulder	LF	565	\$86.00	\$48,590	
	Asphalt Curb	LF	665	\$50.00	\$33,250	
	Trail (Asphalt & Aggregate)	SF	16,300	\$6.00	\$97,800	
	Residential Concrete Driveway w/ Curb	EA	5	\$6,000.00	\$30,000	
	Signing and Striping	LS	1	\$5,000.00	\$5,000	
	Storm Sewer	LS	1	\$165,900.00	\$165,900	
	Storm Detention Pond	LS	1	\$150,000.00	\$150,000	
	Covered Roadway & Pedestrian Bridge	SF	3,500	\$600.00	\$2,100,000	
	Bridge Removal	LS	1	\$100,000	\$100,000	
	Retaining Walls (Concrete Barrier)	LF	525	\$180.00	\$94,500	
	Beam Guardrail Type 31 Non-Flared Terminal	EA	2	\$6,000.00	\$12,000	
	Handrail	LF	525	\$300.00	\$157,500	
	Landscaping	SF	4,000	\$10.00	\$40,000	
	Stream Restoration	LS	1	\$100,000.00	\$100,000	
	Illumination	LS	1	\$240,000.00	\$240,000	
	Earthwork	LS	1	\$47,000.00	\$47,000	
	Utility Bypass	LS	1	\$300,000.00	\$300,000	
	SUBTOTAL					\$3,722,000
	ADDITIONAL COSTS	RANGE	PERCENTAGE		TOTAL	
	Construction Engineering	10.0-15.0%	15.0%		\$558,000	
	Construction Surveying	1.0-5.0%	2.5%		\$93,000	
	TP & DT	5.0-15.0%	5.0%		\$186,000	
	Mobilization	8.0-10.0%	10.0%		\$372,000	
	Erosion Control	0.5-2.0%	1.0%		\$37,000	
	Contingency	35.0%	35.0%		\$1,303,000	
	Covid Related Price Escalation	25.0%	25.0%		\$931,000	
	Escalation (per year)	0.5-8.0%	8.0%			
	-current year 2022		2026		\$1,191,000	
	TOTAL CONSTRUCTION COST					\$8,393,000
	ROW Cost Estimates	LS	1	\$122,000	\$122,000	
	Design Engineering	LS	1	\$1,360,000	\$1,360,000	
	Utility Relocations	LS	1	\$100,000	\$100,000	
	TOTAL PROJECT COST					\$9,975,000

This estimate is intended for comparison purposes only.

Attachment: 71742.000_Alt_Analys_Report (Mayors Meadow to Reiman Road Alternative Analysis)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 09, 2022

ITEM: BUSINESS

AGENDA ITEM TITLE: Motion - Approve a Purchase and Sale Agreement for Purchase of Parks Property

GOVERNING LEGISLATION:

RCW 35A.11.010 – Rights Powers and Privileges;

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities.

PREVIOUS COUNCIL ACTION TAKEN:

Council approved a budget line item to purchase additional parks property in the N 50th Place and Pioneer Street area.

SUMMARY/BACKGROUND:

City Council have directed staff to create a partnership with the Clark County YMCA to build a recreational facility available to the residents of Ridgefield.

City staff have engaged consultants to complete site planning and design of a new YMCA building to be located on property currently owned by the City. The City received a state capital grant to help fund the site planning and design. The YMCA will work with a developer to complete construction of the facility.

During the design and site planning it was determined additional land would be needed at the site chosen for the YMCA. The city negotiated with Discovery Ridge Holdings, LLC, an adjacent landowner to purchase 1.89 acres of their 20.53-acre parcel to provide additional property needed. The City completed an appraisal on the property identified for purchase and the landowner accepted the offer of the appraised value for the land.

The city has completed all due diligence including an appraisal and title report for the property. The city will complete a boundary line adjustment (BLA) at city cost to transfer the property to the adjacent city owned property parcel 213961000. A survey is in progress to complete the BLA application.

A purchase and sale agreement (PSA) has been developed by the city attorney and was signed by an authorized signatory for the seller. Staff are presenting the PSA to council for approval to authorize the city manager to sign and enter into the agreement. The PSA and BLA will be completed and recorded through escrow with Clark County Title. Total purchase price is \$740,000 and BLA permit, survey, closing costs and appraisal are estimated to be approximately \$35,000.

BUDGET/FINANCIAL IMPACTS:

Purchase price of \$740,000 plus applicable closing and professional service costs and due diligence estimated at \$35,000. Funding was approved as part of the 2022 adopted budget.

RECOMMENDED ACTION OR MOTION:

Staff requests that Council approve purchase of the property and completion of a boundary line adjustment and a recommended motion would be:

“I move to approve the City’s purchase of 1.89 acres from parcel 213960000 and complete a boundary line adjustment to transfer the property to the city parcel 213961000, for a purchase price of \$740,000 plus applicable closing and professional service expense and authorize the City Manager to take all steps necessary to close the sale.”

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS: Purchase and Sale Agreement - Seller Signed (PDF)

**AGREEMENT FOR PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS**

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into by and between the **CITY OF RIDGEFIELD, a municipal corporation** ("Buyer") and **DISCOVERY RIDGE HOLDINGS LLC** ("Seller"). Buyer and Seller are sometimes individually referred to herein as "Party" and collectively as "Parties." The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the date, following all legally required notices and hearings; this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties ("Effective Date").

RECITALS

- A. Seller is the owner in fee of certain real property known as Clark County Assessor's Parcel No. 213960000, in the City of Ridgefield, County of Clark, State of Washington consistent of approximately 20.53 acres ("Seller's Lot") legally described as set forth in Exhibit A, which Parcel is to be amended pursuant to a boundary line adjustment as set forth herein.
- B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, upon the terms and provisions set forth herein a portion of the Seller's Lot consisting of approximately 1.89 acres at the southeast corner of the parcel ("Property") as described more fully in Exhibit A. Reference herein to "Property" shall include all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.
- C. The Buyer and Seller will cooperate in the completion of a boundary line adjustment to transfer the Property from Seller to Buyer;
- D. The Buyer and Seller agreed to a purchase price of \$740,000.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein. Buyer and Seller authorize the insertion of any correction to the legal description pursuant to the approval of an agreed Boundary Line Adjustment application as set forth herein.

1.2 Purchase Price.

The total purchase price for the Property is **Seven Hundred and Forty Thousand Dollars (\$740,000)**, (“Purchase Price”), which includes, without limitation, full payment of just compensation, claims for inverse condemnation or unreasonable precondemnation conduct, attorneys’ fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer’s purchase of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 Earnest Money. The amount of Earnest Money is **Thirty Seven Thousand Dollars (\$37,000)**. These funds shall be deposited by the Buyer with Escrow Holder within five business days of the Opening of Escrow. The Earnest Money shall be refundable to the Buyer in the event that the Boundary Line Adjustment described in Paragraph 1.5 is not completed and approved by a final decision of the City of Ridgefield.

1.4 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay to Seller through escrow the amount of **Seven Hundred and Three Thousand Dollars (\$703,000)** (the balance of the Purchase Price minus the Escrow Money Deposit, payable in cash, by cashier’s or certified check or by wire transfer.

1.5 Boundary Line Adjustment. The Buyer and Seller agree to cooperate in the submittal of a mutually agreeable application to the City of Ridgefield for a decision approving a Boundary Line Adjustment. Buyer shall pay all costs of survey, preparation of the legal description, and any application or processing fees for the Boundary Line Adjustment.

2. ESCROW.

2.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Seller and Buyer shall open an escrow (“Escrow”) for the conveyance of the Property with Clark County Title, in Vancouver, Washington (“Escrow Holder”). For purposes of this Agreement, the Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder’s discretion, of this Agreement, fully executed by the Parties (“Opening of Escrow”). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for the conveyance of the Property. Either an original or a copy, at Escrow Holder’s discretion, of this Agreement, fully executed by the Parties, shall be delivered to Escrow Holder. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions (“Additional Instructions”) of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by Seller and Buyer. In the event of any conflict or any

inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, “Close of Escrow” or “Closing” means the recordation of the Boundary Line Adjustment and conveying the Property to Buyer (“Boundary Line Adjustment”) in the Official Records of Clark County, Washington and the disbursement of funds and distribution of any other documents by Escrow Holder, all as described herein. **Close of Escrow shall occur within ten (10) business days of the final governmental approval of the Boundary Line Adjustment, but no later than August 31, 2022** (“Closing Date”), provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as the Seller and Buyer mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date, or the “Extended Closing Date”, if any, for any reason other than the uncured breach of either Buyer or Seller, then Escrow Holder is instructed to proceed with Close of Escrow as soon as possible.

2.4 Costs of Escrow. Buyer shall pay all escrow fees and all costs of the Title Policy (defined below), recording fees and notary fees attributable to the conveyance of the Property (collectively “Title and Escrow Costs”). Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date, or Extended Closing Date, if any. Each Party shall be responsible for payment of its own attorneys’ fees with respect to the negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. Escrow Holder is authorized and instructed to comply with the following tax adjustment procedure:

2.5.1 Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

2.5.2 Any taxes which have been paid by Seller, prior to Opening of Escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund.

2.6 Buyer’s Conditions Precedent to Close of Escrow. The Close of Escrow and Buyer’s obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following-described conditions for Buyer’s benefit (or Buyer’s waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.6.1 Ratification of this Agreement by Buyer’s governing body as set forth in this agreement.

2.6.2 Approval by the City of Ridgefield of a final Boundary Line Adjustment, with an adjusted boundary line acceptable to the Buyer.

2.6.3 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.4 Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.5 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3.

2.6.6 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for the full statutory period.

2.6.7 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow.

2.6.8 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.7 Seller's Conditions Precedent to Close of Escrow. The Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following-described conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.7.1 Approval by the City of Ridgefield of a final Boundary Line Adjustment, with an adjusted boundary line acceptable to the Seller.

2.7.2 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.3 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.4 All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.5 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.8 Buyer's Payments and Documents. No less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price, less any Earnest Money Deposit, that has previously been paid by Buyer.

2.8.2 Funds required to pay costs of the Title and Escrow Costs payable by Buyer.

2.8.3 Funds required to pay all sales or brokerage commissions and finder's fees payable by Buyer, if any, with respect the transaction which is the subject of this Agreement.

2.8.4 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.9 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.9.1 Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

2.9.2 Seller shall have tendered into Escrow a final property Boundary Line Adjustment signed by the Seller and Buyer and approved and accepted by the City of Ridgefield, ready for recording and identifying the Property.

2.9.3 Escrow Holder shall have received a written payoff demand from the mortgage holder or other documentation that there are no outstanding mortgages on the Property

2.9.4 The fully executed and acknowledged Quit Claim Deed.

2.9.5 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and all penalties and interest, if any, thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Prorate real property taxes and assessments, crediting and debiting the parties as appropriate, all as set forth in Section 2.5 above and as disclosed in Escrow Holder's estimated closing statement.

2.10.3 Record the Boundary Line Adjustment, Quit Claim Deed for the Property, and any other instruments, as appropriate, delivered through Escrow.

2.10.4 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.5 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 9.1 herein for notices, demands and communications between the Buyer and Seller.

2.12 Facsimile/Counterpart Documents. In the event Buyer or Seller utilizes “facsimile” transmitted signed documents, the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that facsimile documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer’s benefit that fee title to the Property and the right to possession to any portion of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Clark County Title (“Title Company”) to issue to Buyer upon Close of Escrow its Standard Owner’s Form Policy of Title Insurance (“Title Policy”) in an amount equal to the Purchase Price, as adjusted, if applicable, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term “Permitted Exceptions” as used herein shall mean the following-described conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.3 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and

deemed a Disapproved Matter, and Escrow Holder is hereby authorized and instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds otherwise payable to Seller at Close of Escrow.

4. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

4.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of Washington State law, Seller may otherwise be entitled to the payment of inverse condemnation, unlawful pre-condemnation conduct, and other benefits and claims other than those expressly provided for in this Agreement (collectively, "Claims") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to Seller as with respect to those claims.

4.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all claims, remedies and causes of action for damages, liabilities, losses or injuries related to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable. Seller, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's purchase of the Property or any preliminary steps thereto.

5. TERMINATION, DEFAULTS AND REMEDIES.

5.1 Exercise of Right to Terminate. In the event Buyer elects to exercise its rights to terminate this Agreement and the Escrow, Buyer may do so by providing written notice of such termination to Seller and Escrow Holder prior to Close of Escrow. In such event, Buyer shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "Termination Costs"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of Party so terminating to pay Termination Costs as provided herein, shall cease and terminate.

5.2 Buyer's Default. In the event all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived and Buyer has not elected to terminate in accordance with any rights described above, and in the further event that Buyer is materially in default and fails to cure such default within a commercially reasonable period of time following written notice from Seller, Seller may elect to terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs and the Earnest Money Deposit will be paid to Seller. Upon such termination, all obligations and liabilities of the Parties hereunder shall terminate, except for Buyer's obligations with respect to the payment of Termination Costs and Escrow Holder's release of the Deposit, as described above.

5.3 Seller's Default. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time determined at the sole discretion of Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's

option, (i) terminate this Agreement and the Escrow by giving notice, in writing, prior to Close of Escrow, of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein or as provided in Section 1.3, then Seller shall pay all Termination Costs, and the Earnest Money Deposit shall be returned to Buyer, and upon such termination and payment, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

5.4 Return of Funds and Documents; Disbursement of Deposit; Release of Liability as to Escrow Holder. In the event Escrow Holder receives a notice, in writing, prior to Close of Escrow, from Buyer or Seller of its election to terminate the Escrow, then Escrow Holder shall promptly terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Notwithstanding the foregoing, (i) except as provided in 5.4 (ii) below, upon such termination of the Escrow, Escrow Holder shall disburse to Seller the Earnest Money, if any, less any Termination Costs payable by Seller pursuant to this Agreement; and (ii) upon such termination of the Escrow pursuant to Section 1.4 or 5.3 herein, Escrow Holder shall disburse to Buyer the Earnest Money, if any, less any Termination Costs payable by the Buyer pursuant to this Agreement. The Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents and disburse the Deposit, if any, as provided herein.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

6.1.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property and are enforceable in accordance with their respective terms.

6.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property (other than the Tenant Leases, if any) and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

6.1.3 Hazardous Materials. Seller hereby confirms to Buyer that to the best of Seller's knowledge, no release of Hazardous Materials (as defined below) has come to be located upon or under the Property. Seller further warrants to Buyer that to the best of Seller's

knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property. Neither Seller nor any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

6.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

6.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

6.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

6.2 Survival of Representations and Warranties. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Quit Claim Deed and Boundary Line Adjustment and the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller.

7. OTHER.

7.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party

to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Seller

Discovery Ridge Holdings LLC
 Jeffrey Wriston
 15700 NW 31st Ct
 Vancouver, WA 98685
 Phone: 360-772-3401
 Email: jeffwriston@gmail.com

To Buyer

City of Ridgefield
 Attn: Steve Stuart, City Manager
 230 Pioneer Street
 PO Boc 608

Ridgefield, WA 98642
 Phone: 360-887-3557

To Escrow Holder:

CLARK COUNTY TITLE
 Attn: Cheryl Monahan
 1400 Washington St. Suite 100
 Vancouver, WA 98660
 Telephone: 360-694-4722
 Facsimile: 360-694-4734

To Title Company:

CLARK COUNTY TITLE
 Attn: Cheryl Monahan
 1400 Washington St. Suite 100
 Vancouver, WA 98660
 Telephone: 360-694-4722
 Facsimile: 360-694-4734

7.2 Indemnity by Seller. Seller hereby agrees, after the Close of Escrow, at Seller's sole cost and expense, to indemnify, protect, defend (with counsel of Buyer's choice), and hold Buyer, its successors and assigns, officers and/or directors, harmless from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Buyer, or Buyer's successors and assigns, officers and/or directors relating to or arising from (i) the Property or Seller's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property by Seller or any third party, including, without limitation, any tenant, invitee or licensee of Seller, (iii) any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials on, under or about the Property caused by Seller; and (v) the Seller's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Seller herein contained shall survive the Close of Escrow, and the recordation of the Quit Claim Deed and Boundary Line Adjustment.

7.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow, subject to any Tenant Leases accepted by Buyer. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. In the event that material loss or damage occurs to the Property prior to the Close of Escrow, Buyer may terminate this Agreement as provided per this agreement.

8. MISCELLANEOUS.

8.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Quit Claim Deed and Boundary Line Adjustment and the Close of Escrow.

8.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

8.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

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

8.5 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

8.6 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

8.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8.8 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of Washington. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Clark.

8.9 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the prior consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

8.10 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.11 Ratification. Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein are subject to the approval and ratification of this Agreement by the Buyer's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event the Buyer's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Buyer may terminate this Agreement and the Escrow as per this agreement.

8.12 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.13 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

8.14 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

8.15 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

8.16 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

8.17 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

[Signatures on the following pages]

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

BUYER:

CITY OF RIDGEFIELD, a public entity

By: _____

STEVE STUART

Its: City Manager

Date: _____

SELLER:

DISCOVERY RIDGE HOLDINGS, LLC

By: Lonnie Moss

Name: Lonnie Moss, Member

Date: 5/27/22

By: _____

Name: _____

Date: _____

**WRITTEN CONSENT IN LIEU OF
ORGANIZATIONAL MEETING OF MEMEBERS
OF DISCOVERY RIDGE HOLDINGS, INC.**

WHEREAS by written consent of the incorporator dated as of May 28, 2013 and as modified be the incorporator on April 30, 2015, the undersigned are the sole members of Discovery Ridge Holdings LLC, a Washington Limited Liability Company (the "LLC"); and

WHEREAS in lieu of an organizational meeting of the members, the undersigned desire to take the action hereinafter set forth by written consent pursuant to RCW 23B.08.210;

NOW, THEREFORE, the undersigned hereby adopt the following resolutions:

WHEREAS, the LLC owns a parcel of real property in the City of Ridgefield consisting of approximately 20.53 acres and

WHEREAS, the City of Ridgefield has indicated a desire to purchase 1.89 acres of said 20.53 acres and boundary adjust it into the City's adjoining property and has offered a sale price acceptable to all members and

WHEREAS all members of the LLC desire to complete such sale and boundary adjustment

NOW, THEREFORE, BE IT RESOLVED: That any one (1) of the LLC's members (that is, Jeff Wriston, Lonnie Moss, or Michael Parker) is authorized to sign, for and on behalf of the LLC, all written instruments or legal documents to sell the property and complete the boundary adjustment.

BE IT FURTHER RESOLVED: That any third party may rely on the authority herein granted upon receiving a signed copy of this Written Consent, or a certificate authenticating these resolutions, unless and until the LLC specifically gives such third party written notice to the contrary.

IN WITNESS WHEREOF the undersigned have subscribed their names as of May 25, 2022:

DocuSigned by:
Michael Parker
07B66D704B84449...

Michael Parker

DocuSigned by:
Jeffrey Wriston
6626CCE7D783432...

Jeffrey Wriston

DocuSigned by:
Lonnie Moss
E6C8CCED898B453...

Lonnie Moss

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 09, 2022

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Community Development Block Grant
Project Selection

GOVERNING LEGISLATION:

NA

PREVIOUS COUNCIL ACTION TAKEN:

On January 14, 2021, three projects were brought before Council for review and selection of a project for the 2021 CDBG (Community Development Block Grant) grant application. Following Council selection of the Gee Creek Loop project, a grant application was submitted, and funding has been awarded.

SUMMARY/BACKGROUND:

Since 1985, Clark County has received over one million dollars annually in Community Development Block Grant (CDBG) funds. Congress created the CDBG Program with the enactment of the Housing and Community Development Act of 1974, as amended. The Department of Housing and Urban Development allocates these funds in a single or "block" grant to eligible cities and counties with the objective of improving communities.

Several projects within the City, primarily in the downtown area, have been completed using funding from the CDBG. Most recently these have included stormwater improvements to S 3rd Avenue and S 8th Avenue. The City has previously completed design and water improvements to the area as matching funds for the grant. Completing water and storm projects together reduces construction costs by combining costs for items such as mobilization, erosion control, and traffic control into a single project.

To qualify for funding a project must primarily benefit persons of low to moderate income. Since the City does not contain any Census Blocks with low to moderate income, income surveys must be completed for all persons benefiting from a project.

Persons benefiting from the project are determined by the department of Housing and Urban Development through a local liaison from the Clark County Community Services office. Previously, after project selection, City staff has worked with the County liaison to determine the benefit area and develop income surveys.

After this determination, volunteers, often including Council members, go door to door within the benefit area and collect information on income as well as desired City services. Income information is confidential, and households are identified only by numbers that do not include addresses. After surveys are complete, the project is eligible for CDBG application if more than 50 percent of the residents are below the moderate-income threshold.

City staff requests Council input and selection of a project for CDBG 2022 grant application. Two options will be presented, the Lake River Outfall and Western Downtown stormwater improvements.

BUDGET/FINANCIAL IMPACTS:

If the City is awarded grant funding a match will be required. Depending on the project chosen, this match may take the form of design funding or water system improvements.

ACTION OR MOTION:

A motion to approve **project name** for income survey and CDBG grant application.

STAFF CONTACT: Brenda Howell, Public Works Director

ATTACHMENTS: CDBG Projects Presentation_2022 update (PPT)

Community Development Block Grant

Project Discussion and Selection
June 9, 2022

1



CATEGORIES OF ELIGIBLE ACTIVITIES

Acquisition of Real Property

Disposition

Public Facilities and Improvements

Clearance

Public Services

Interim Assistance

Relocation

Loss of Rental Income

Privately-Owned Utilities

Rehabilitation

Construction of Housing

Code Enforcement

Special Economic Development Activities

Microenterprise Assistance

Special Activities by CBDs

Homeownership Assistance

Planning and Capacity Building

Program Administration Costs

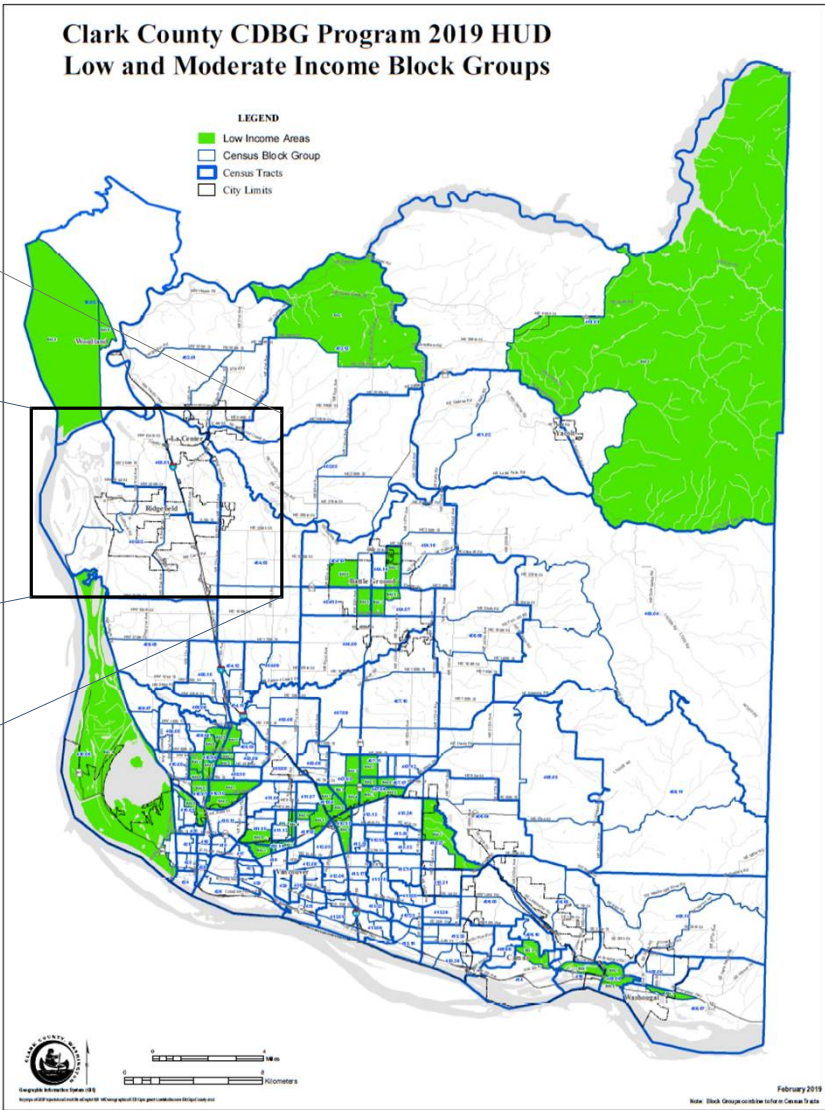
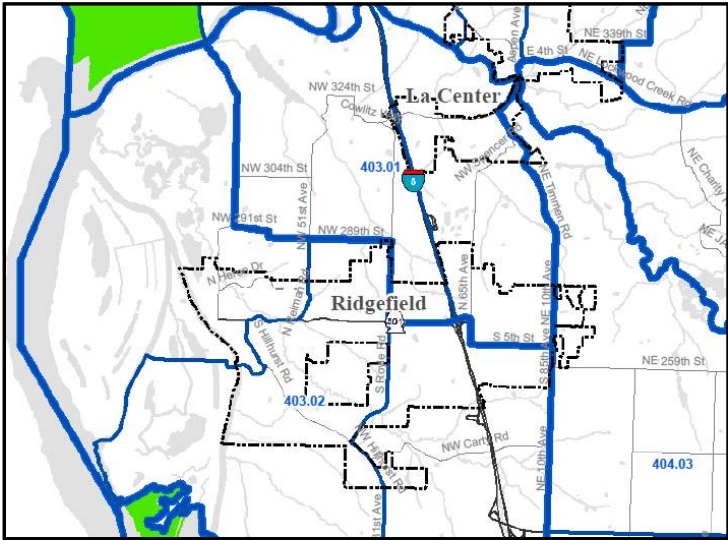
Miscellaneous Other Activities

NATIONAL OBJECTIVES — PUBLIC FACILITIES AND IMPROVEMENTS

Objective	Qualifies If	Example	Additional Information
L/M Income Area Benefit	The public facility or improvement will be used for a purpose the benefits of which are available <i>to all the residents in a particular area</i> that is primarily residential, and at least 51% of those residents (or less if grantee qualifies to use the exception rule) are L/M income persons.	Paving of gravel streets and the installation of curbs, gutters, and sidewalks in a predominantly L/M income neighborhood.	For more information, see page 3-7.

Guide to National Objectives and Eligible Activities for CDBG Entitlement Communities
February 2001









Project Elements



Road Replacement



Pedestrian Crossing to Abrams Park

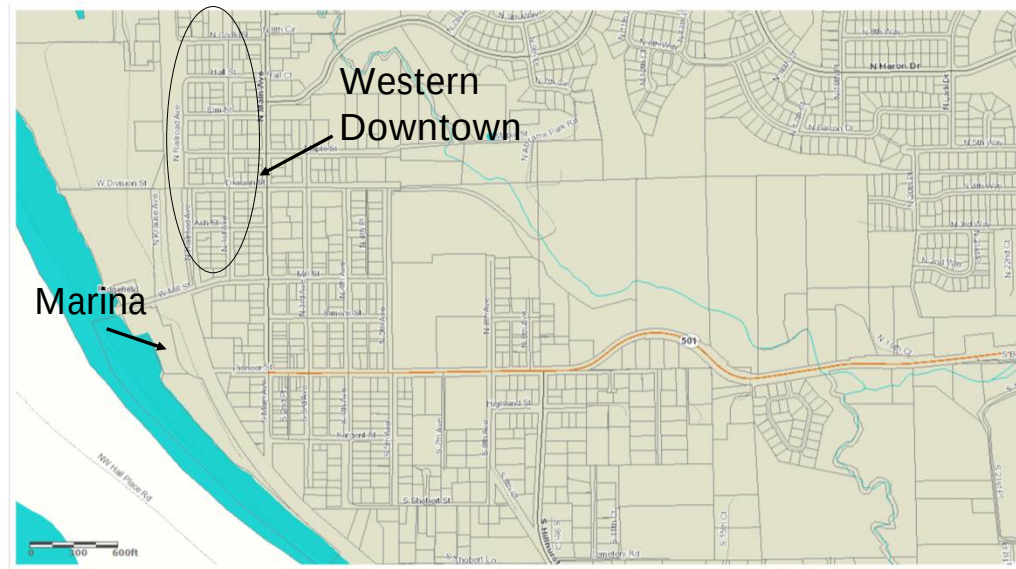


Drainage Improvements



Proposed Project Areas

- Marina
- Western Downtown





Lake River Outfall



Project Elements

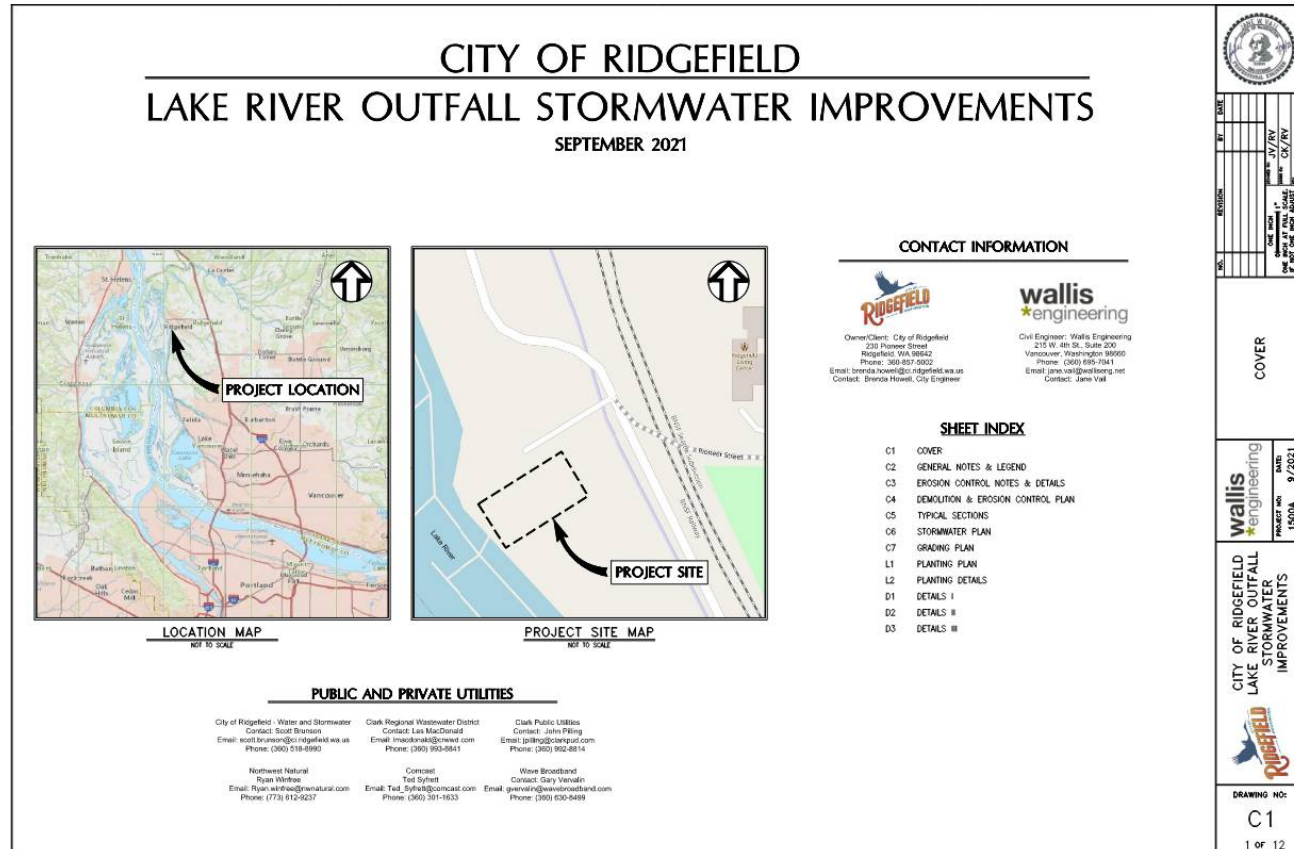


Pedestrian Trail



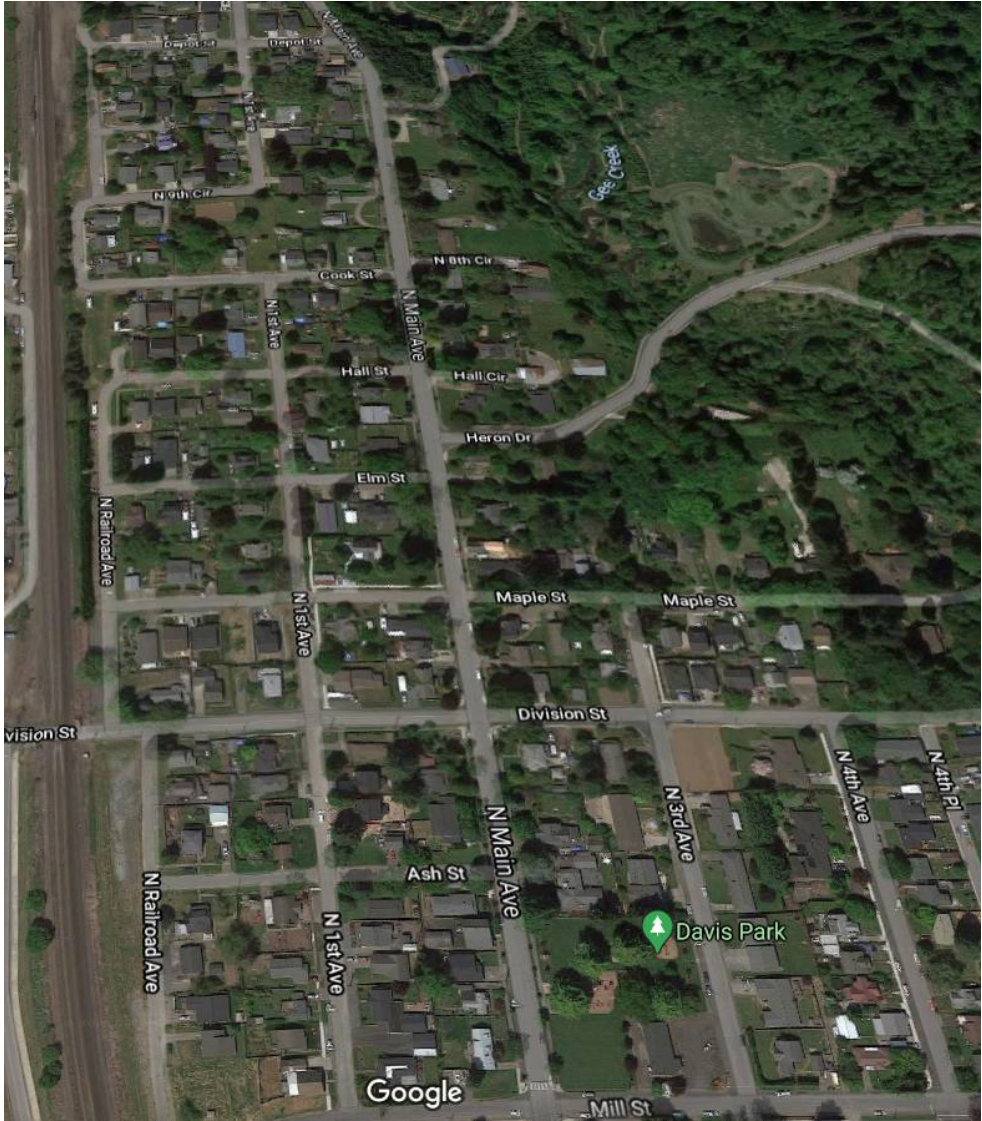
Drainage Improvements







Western Downtown



Project Elements



Road Replacement



Waterline Replacement



Curb, Sidewalk and Landscaping





GET IN TOUCH WITH US

Ridgefield Public Works



Phone: (360) 887-8251

Fax: (360) 887-0861



Brenda Howell: Brenda.howell@ridgefieldwa.us



487 S 56th Place | PO Box 608
Ridgefield, WA 98642



www.ridgefieldwa.us

www.facebook.com/CityofRidgefield/



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 09, 2022

ITEM:

AGENDA ITEM TITLE: A Resolution Accepting a Notice of Intent to Annex
Approximately 20.98 Acres and Adjacent Right-Of-Way
Identified as the North Ridgefield Annexation Area Located
Adjacent to the Border of the City of Ridgefield

GOVERNING LEGISLATION:
RCW 35A.14 – Annexation by Code Cities

PREVIOUS COUNCIL ACTION TAKEN:
None.

SUMMARY/BACKGROUND:
See attached staff report.

BUDGET/FINANCIAL IMPACTS:
None.

ACTION OR MOTION:
To adopt the Resolution, Council may make the following motion:
“I move to adopt Resolution No. 612 as presented/as geographically modified.”

STAFF CONTACT: Claire Lust, Community Development Director
PLZ-22-0077 North Ridgefield Intent to Annex_Staff Report_06092022

ATTACHMENTS: (PDF)
North Ridgefield Declaration of Intent (PDF)

Resolution No.612

**A RESOLUTION ACCEPTING A NOTICE OF INTENT TO ANNEX APPROXIMATELY 20.98 ACRES
AND ADJACENT RIGHT-OF-WAY IDENTIFIED AS THE NORTH RIDGEFIELD ANNEXATION AREA
LOCATED ADJACENT TO THE BORDER OF THE CITY OF RIDGEFIELD**

WHEREAS, a Notice of Intent to Annex was filed with the City of Ridgefield on May 11, 2022 containing signatures representing owners of 10 percent of the assessed valuation of the property in accordance with §35A.14.120 of the Revised Code of Washington; and

WHEREAS, the City Council of the City of Ridgefield has considered a Notice of Intent and 10% petition to annex approximately 20.98 acres consisting of Clark County Assessor's Parcel Nos. 213304000, 213287000, and 213002000 and adjacent NW 51st Avenue right-of-way (referred to as the North Ridgefield annexation area) into the City of Ridgefield; and

WHEREAS, the North Ridgefield annexation area is designated Urban Medium (UM) in the 2016 Ridgefield Urban Area Comprehensive Plan; and

WHEREAS, RDC 18.220.015 states that the RMD-16 zoning district shall implement the UM comprehensive plan designation; and

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

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

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

Section 1. The City Council hereby authorizes the circulation of a petition for annexation for the North Ridgefield annexation area.

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

Section 3. The annexation area is proposed to be zoned RMD-16 in accordance with RDC 18.220.015 and the Ridgefield Urban Area Comprehensive Plan.

ADOPTED AT THE REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 9th DAY OF JUNE, 2022.

CITY OF RIDGEFIELD

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

Attachment A: North Ridgefield Annexation Area



COMMUNITY DEVELOPMENT DEPARTMENT

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

North Ridgefield Intent to Annex

Staff Report

Files No. MASTER-22-0052, PLZ-22-0077

June 9, 2022

I. Basic Facts

Council date: June 9, 2022

Action requested: North Ridgefield Notice of Intent to Annex and Council determination whether to proceed with annexation.

Application date: On May 11, 2022 the City received the North Ridgefield Intent to Annex application. On June 6, 2022 staff found the application technically complete.

Applicant: PLS Engineering. 604 W Evergreen Blvd / Vancouver, WA 98660. Contact: Travis Johnson, Jayson Taylor, 360-944-6519, pm@plsengineering.com

Owners:

1. Cascade West Dev Inc MPPP. 5414 NE 265th St / Ridgefield, WA 98642. Contact: Brent Kalliainen, bkcascadewest@hotmail.com
2. Lloyd and Deborah Stenersen. 5414 NE 265th St / Ridgefield, WA 98642.
3. Eric and Marilyn Fenton. PO Box 1540 / Ridgefield, WA 98642.

Property Information:

1. Cascade West. No address. #59 S18 T4N R1E WM, Assessor's #213304000, 5.98 acres.
2. Stenersen. No address. #42 S18 T4N R1E WM, Assessor's #213287000, 5 acres.
3. Fenton. 28101 NW 51st Ave / Ridgefield, WA 98642. #3 S17 T4N R1E WM, Assessor's #213002000, 10 acres.

County Zoning: Residential (R-12), Urban Holding 10 (UH-10) Overlay

Comprehensive Plan Designation: Urban Medium (UM)

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

II. Documents Received

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

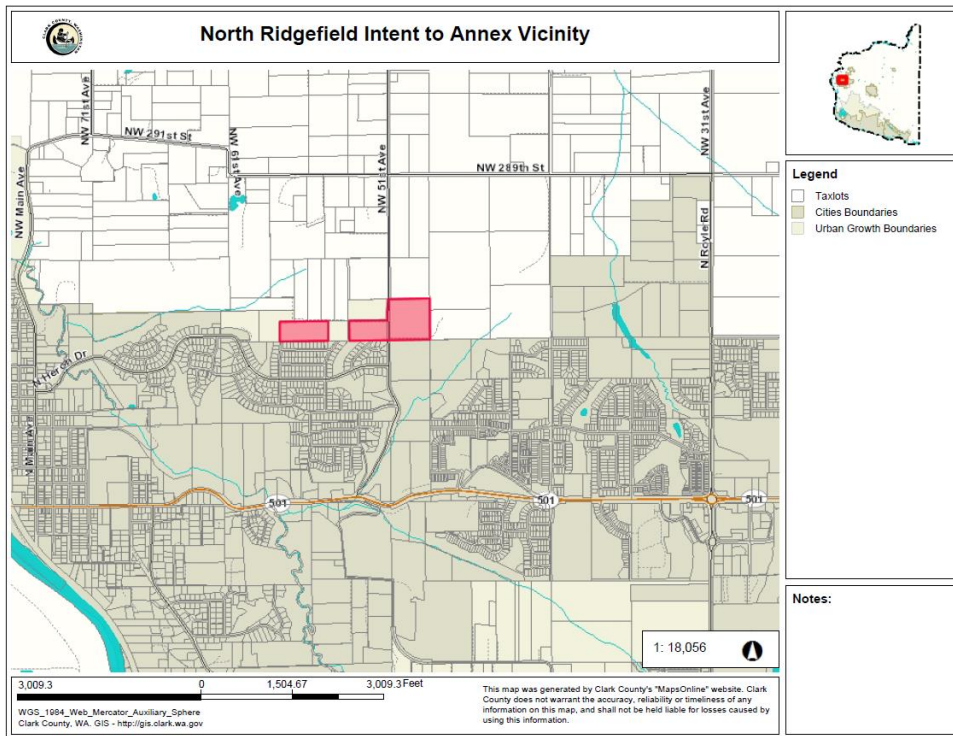
Attachment: PLZ-22-0077 North Ridgefield Intent to Annex_Staff Report_06092022 (North Ridgefield Intent to Annex)

III. Property Information

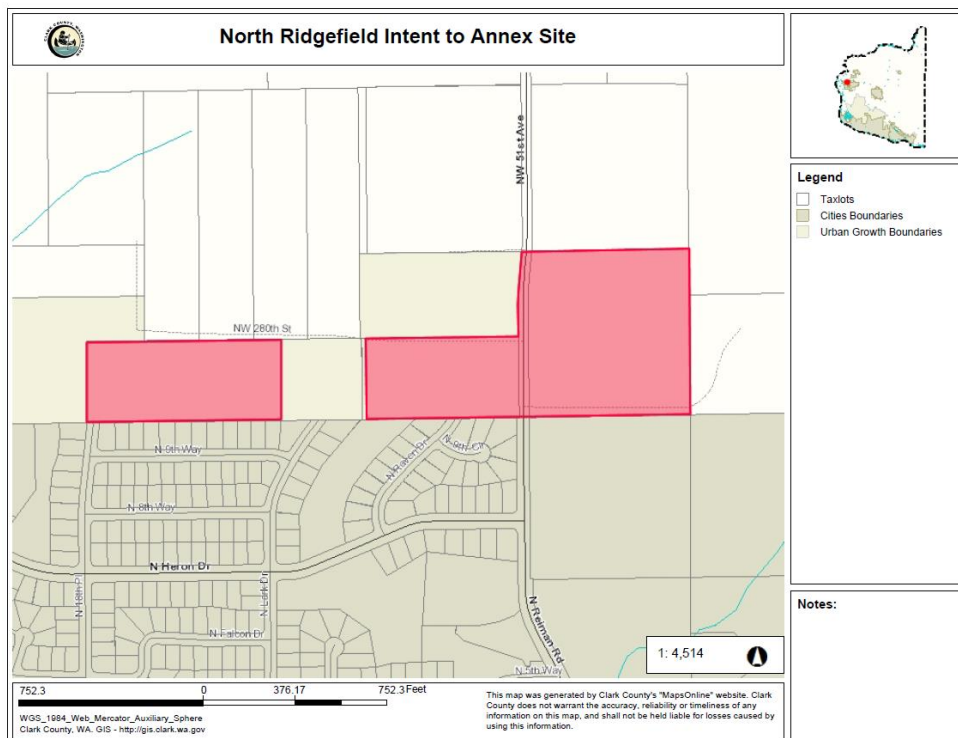
The Intent to Annex includes three parcels and adjacent right-of-way on NW 51st Avenue. The parcels are in the Ridgefield Urban Growth Area (UGA) and contiguous with the existing Ridgefield city limits to the south. Therefore, the parcels are eligible for annexation. The property information is as follows:

Property Owner	Legal	Square Feet	Acres	2021 Assessed Taxable Property Value for 2022 Taxes	Site Address
CASCADE WEST DEV INC MPPP	#59 S18 T4N R1E WM, Assessor's #213304000	260,489	5.98	\$289,841.00	None
STENERSEN LLOYD & STENERSEN DEBORAH	#42 S18 T4N R1E WM, Assessor's #213287000	217,800	5	\$243,098.00	None
FENTON ERIC P & FENTON MARILYN C	#3 S17 T4N R1E WM, Assessor's #213002000	435,600	10	\$841,935.00	28101 NW 51 st Ave / Ridgefield, WA 98642
TOTAL		913,889	20.98	\$1,374,874.00	

Vicinity Map



Site Map



IV. Zoning and Development

The comprehensive plan designation on the site is Urban Medium (UM). The current Clark County zoning is Residential (R-12), with the Urban Holding – 10 (UH-10) overlay. RDC 18.220.015.B states that the city shall designate all newly annexed lands designated for urban medium density residential as Residential Medium Density 16 (RMD-16).

Per the applicant's introductory statement:

"Parcel 213002000 is currently occupied with a single-family residence and shop. Parcels 213304000 and 213287000 are vacant. Future plans likely include subdividing the parcels for single-family homes. (...) The applicant reached out to neighboring property owners to see if anyone else was interested in participating in this annexation. The three subject parcels were the only ones interested in annexation at this time."

V. Direct Petition Method

The direct petition method of annexation (RCW 35A.14.120-150) requires that owners of 10% or more of the land value of the proposed annexation area must sign the Notice of Intent to Annex. Road values are not included in this calculation. Brent Kalliainen signed the Notice of Intent to Annex on behalf of Cascade West Development, Inc. Cascade West owns 21% of the land value of the property proposed for annexation (\$289,841.00 of \$1,374,874.00), exceeding the 10% threshold of the Notice of Intent to Annex.

VI. Procedure

At this meeting, City Council will determine:

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

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

- 60% Notice of Petition to Annex: The applicant shall secure the signatures of the property owners holding a minimum of 60% of the total value of the area proposed for annexation;
- Petition to Annex Application: The applicant shall submit a complete Petition to Annex application to the city;
 - Public Services: In the application, the applicant shall demonstrate that there are adequate public services available to serve the annexation area;

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

VII. Motion:

To accept the Intent to Annex: "I move to adopt Resolution No. 612 as presented/as geographically modified."

DECLARATION

We, the undersigned, are owners of real property lying outside of the corporate limits of the City of Ridgefield, Washington, but contiguous thereto and designated as part of the Ridgefield Urban Growth Area.

We, the undersigned, attest that we are owners of not less than 10% in value pursuant to the assessed valuation records compiled and maintained by the Clark County Department of Assessment and GIS of the total acreage of the properties described in the proposed annexation area. We do hereby declare our intention to circulate a petition for annexation to the City of Ridgefield, Washington under the Direct Petition Method as described in RCW 35A.14.120-150. It is acknowledged that this petition may consist of multiple documents filed separately.

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

Each signature shall be executed in ink or indelible pencil and shall be followed by the name and address of the signer and the date of signing.

AUTHORIZATION

Printed names and signatures of all persons having an interest in real property in the described area whose consent is required by virtue of such interest to authorize the filing of this notice are hereto identified:

NAME OF PROPERTY OWNER (PRINT CLEARLY)	SIGNATURE OF PROPERTY OWNER	CLARK COUNTY ASSESSOR'S PARCEL NUMBER	DATE SIGNED
Cascade West Development Inc	DocuSigned by: <i>Brent Kalliainen</i> E7DFC233D6D94BF...	213304000	5/9/2022

Attachment: North Ridgefield Declaration of Intent (North Ridgefield Intent to Annex)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 09, 2022

ITEM:

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington annexing into the Corporate Limits of the City of Ridgefield Approximately 4 Acres Identified as the Kdev Llc Annexation Area Located Within the Ridgefield Urban Growth Area, and Assigning the Zoning of the Annexed Area as Neighborhood Commercial

GOVERNING LEGISLATION:

RCW 35A.14 – Annexation by Code Cities

RCW 36.70a – Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

Council adopted Resolution No. 603, KDev LLC Intent to Annex, on January 13, 2022.

SUMMARY/BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

ACTION OR MOTION:

Public hearing. No motion requested.

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS: PLZ-21-0067 KDEV Petition to Annex_Staff Report_06092022 (PDF)
Letter of Authorization (PDF)
23RF_KDev_Cert of Sufficiency Bundle Signed (PDF)

ORDINANCE NO. 1367

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF RIDGEFIELD APPROXIMATELY 4 ACRES IDENTIFIED AS THE KDEV LLC ANNEXATION AREA LOCATED WITHIN THE RIDGEFIELD URBAN GROWTH AREA, AND ASSIGNING THE ZONING OF THE ANNEXED AREA AS NEIGHBORHOOD COMMERCIAL

WHEREAS, annexations to the City of Ridgefield are regulated by Revised Code of Washington (RCW) Chapter 35A.14, Annexation by Code Cities; and

WHEREAS, the proposed annexation area is within the Ridgefield Urban Growth Area as shown on the Ridgefield Urban Growth Area Comprehensive Plan Map of the Clark County 20-Year Comprehensive Growth Management Plan which the Board of Clark County Councilors adopted on June 28, 2016, Ordinance No. 2016-06-12; and

WHEREAS, the proposed annexation area is within the Ridgefield Urban Growth Area and the annexation area is designated Neighborhood Commercial as shown on the Comprehensive Plan Map of the Ridgefield Urban Area Comprehensive Plan which the City Council adopted on February 25, 2016, Ordinance No. 1203; and

WHEREAS, RCW 35A.14.010 provides that an unincorporated area lying contiguous to a code city may become part of the charter code city or noncharter code city by annexation; and

WHEREAS, the area proposed to be annexed is contiguous to the city limits; and

WHEREAS, RCW 35A.14.120 provides a direct petition annexation method which requires that prior to circulating a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of a charter code city or noncharter code city; and

WHEREAS, RDC 18.230.020.A states that the Commercial Neighborhood Business zoning district implements the Neighborhood Commercial comprehensive plan designation and shall be applied to all newly annexed Neighborhood Commercial lands; and

WHEREAS, on January 13, 2022, the City Council of the City of Ridgefield adopted Resolution No. 603 to accept a notice of intent to annex the geographically modified KDev LLC Annexation Area identified by Assessor's Serial Nos. 214425000, 214460000, 214465000, 214449000, and adjacent Clark County right-of-way on NE 259th St; and

WHEREAS, the geographically modified KDev LLC Annexation Area adopted through Resolution No. 603 represents the maximum possible annexation area which may be reduced but not increased during the petition to annex phase;

WHEREAS, the Council authorized commencement of petition to annex proceedings upon determination by staff as to whether or not the owners of Assessor's Serial Nos. 214460000, 214465000, and 214449000 desired annexation into the City; and

WHEREAS, staff worked with the applicant to determine that the owners of Assessor's Serial Nos. 214460000, 214465000, and 214449000 do not desire annexation into the City as part of the KDev Annexation Area; and

WHEREAS, the City of Ridgefield received a petition to annex for Assessor's Serial No. 214425000 identified as the KDev LLC Annexation Area and assigned File Nos. MASTER-22-0044 and PLZ-22-0067; and

WHEREAS, the City is designating subject properties Commercial Neighborhood Business pursuant to RDC 18.230.020.A; and

WHEREAS, the City is placing all newly annexed properties in UH-20 until certification by the city engineer that identifies capital facilities deficiencies have been satisfactorily resolved, as required in RMC 18.270.060; and

WHEREAS, RCW 35A.14.120 requires that the petition to annex must be signed by the owners of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned; and

WHEREAS, on May 9, 2022, the City of Ridgefield requested that the Clark County Department of Assessment and GIS certify the petition to annex by direct petition method according to RCW 35A.01.040(4) which requires that a petition signed by property owners be transmitted to the county assessor for determination of sufficiency; and

WHEREAS, on May 26, 2022, the Clark County Deputy Assessor mailed to the City of Ridgefield a Certification of Sufficiency for the annexation petition by the direct petition method; and

WHEREAS, RCW 43.21C.222 exempts annexation of territory by a city or town from compliance with the chapter entitled State Environmental Policy; and

WHEREAS, RCW 35A.14.130 provides that the legislative body of a code city may entertain a petition for annexation and fix a date for a public hearing thereon and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the city, and post in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the City of Ridgefield met the requirements defined within RCW 35A.14.130 by publishing a notice of public hearing in the Columbian newspaper, posting notice of public hearing at three public places within the territory proposed for annexation, mailing the notice to surrounding property owners, and posting the notice online; and

WHEREAS, on June 9, 2022, the City Council of the City of Ridgefield held and closed a public hearing on the proposed annexation; and

WHEREAS, RCW 35A.14.140 provides that after the public hearing, if the legislative body determines to effect the annexation, then they shall do so by ordinance and file a copy of the ordinance with the board of county commissioners.

NOW THEREFORE, the City Council for the City of Ridgefield hereby ordains as follows:

SECTION 1. Annexation. The City of Ridgefield hereby annexes into the corporate limits of the City of Ridgefield the KDev LLC Annexation Area shown in Exhibit A.

SECTION 2. Zoning. The zoning of the annexed area shall be Commercial Neighborhood Business with the **Urban Holding 10** overlay.

SECTION 3. City Filing of Certificate with Washington State Office of Financial Management. A Certificate of Annexation shall be filed with the Washington State Office of Financial Management within thirty (30) calendar days of the effective date of this ordinance.

SECTION 4. City Filing with Clark County. A certified copy of the adopted ordinance shall be separately filed with the Board of Clark County Commissioners and the Clark County Department of Assessment and GIS.

SECTION 5. Severability. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

SECTION 7. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 23RD DAY OF JUNE, 2022.

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: June 9, 2022
Second reading/Passage: June 23, 2022
Date of Publication: _____
Effective Date: _____

EXHIBIT A:

Legal Description and Map of Annexation Area



COMMUNITY DEVELOPMENT DEPARTMENT

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

KDev LLC Petition to Annex

Staff Report

File No. MASTER-22-0044, PLZ-22-0067

June 9, 2022

I. Basic Facts

Council date: June 9, 2022

Applicant: Wolfe Project Management, LLC. 2401 W Main St Ste 210 / Battle Ground, WA 98604. Contact: Mason Wolfe, 360-907-9588, mason@wolfepm.com

Property Owner: KDev, LLC. 740 S 85th Ave / Ridgefield, WA 98642. Contact: Chad Krippner, 360-518-8455, chad@kdev.net

Property Information: 740 S 85th Ave / Ridgefield, WA 98642. #9 S23 T4N R1E WM, Assessor's #214425000, 4 acres

Current Zoning: Neighborhood Commercial (NC), Urban Holding 20 Overlay (UH-20)

Current Comprehensive Plan Designation: Commercial (C)

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

Attachment: PLZ-21-0067 KDEV Petition to Annex Staff Report_06092022 (KDev LLC Petition to Annex)

II. Location

Figure 1. Vicinity map

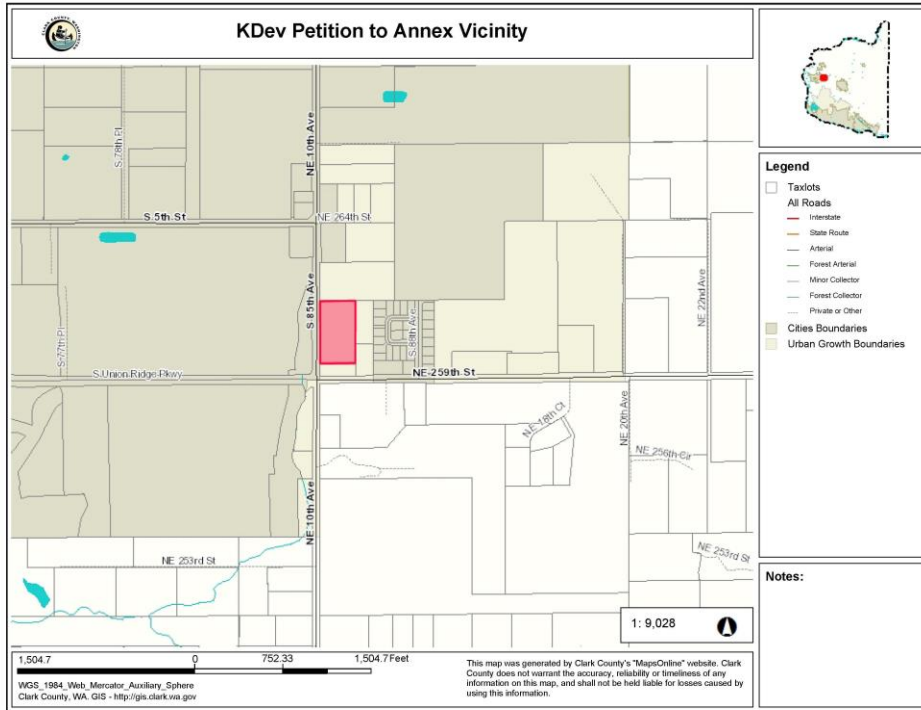
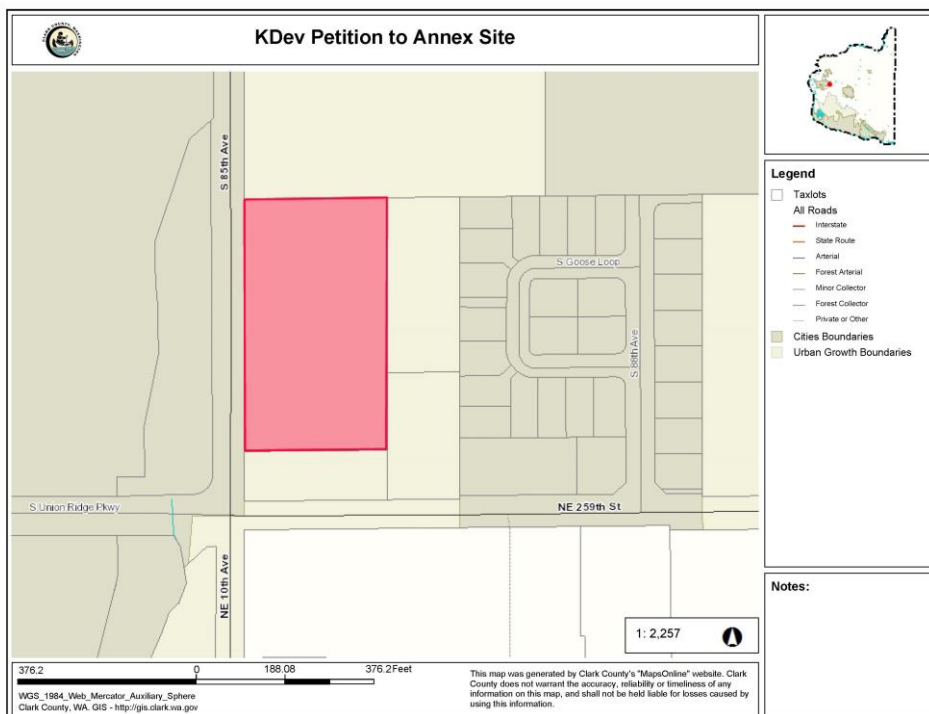


Figure 2. Site map



III. Property Information

The Petition to Annex includes one four-acre parcel owned by KDev, LLC. The subject parcel is within the Ridgefield Urban Growth Area (UGA) and is contiguous with the Ridgefield city limits to the west (S 85th Avenue is in the city limits). Therefore, the parcel is eligible for annexation. The property information is as follows:

Property Owner	Legal	Square Feet	Acres	2021 Assessed Taxable Property Value (2022 values not yet certified)	Site Address
K DEV LLC	#9 S23 T4N R1E WM, Assessor's #214425000	174,240	4	\$403,458.00	740 S 85 th Ave / Ridgefield, WA 98642

IV. Zoning

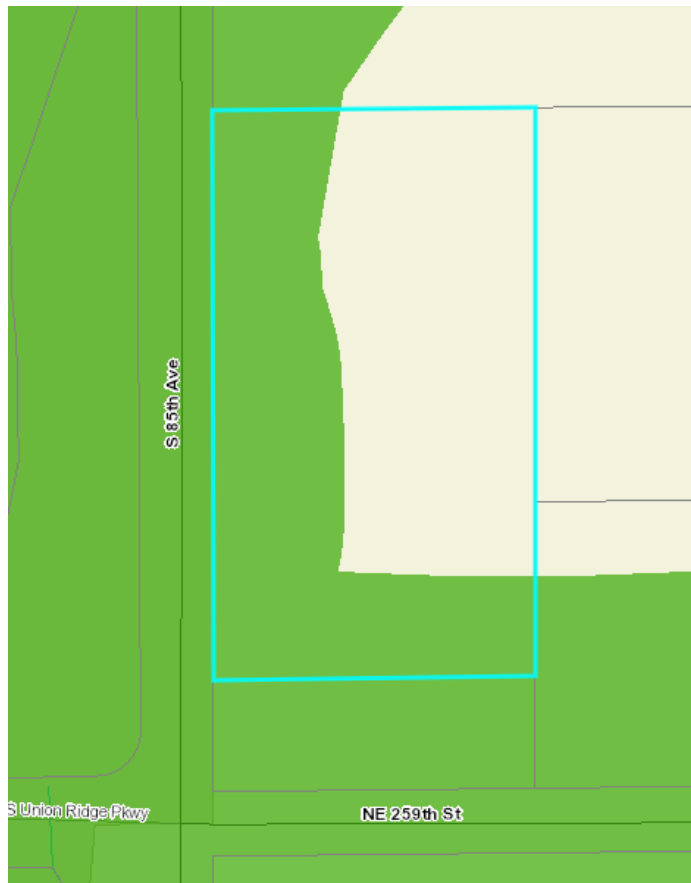
The current Clark County zoning of the property is Neighborhood Commercial (NC) with the Urban Holding – 20 (UH-20) overlay. The 2016 Ridgefield Urban Area Comprehensive Plan designation is Neighborhood Commercial (NC). Per RDC 18.230.020.A, the CNB zoning district implements the NC comprehensive plan designation and shall be applied to all newly annexed NC lands.

V. Development Considerations

Per the applicant's introductory statement, the applicant "has plans to develop the property in the future as possible business offices or eating establishments as allowed under the Neighborhood Commercial zoning code." Per RDC 18.205.020, offices and eating establishments are permitted uses in the NC zone. Any future development applications will be subject to site plan review and compliance with the applicable development standards in Title 18 of the Ridgefield Municipal Code. Engineering and building applications will also be required to obtain development permits.

Environmental constraints are mapped on the property and will need to be addressed prior to any future development. According to Clark County GIS, there is a riparian habitat area on the western portion of the property, and a waterfowl habitat buffer on the southern portion of the property.

Figure 3. Environmental constraints area

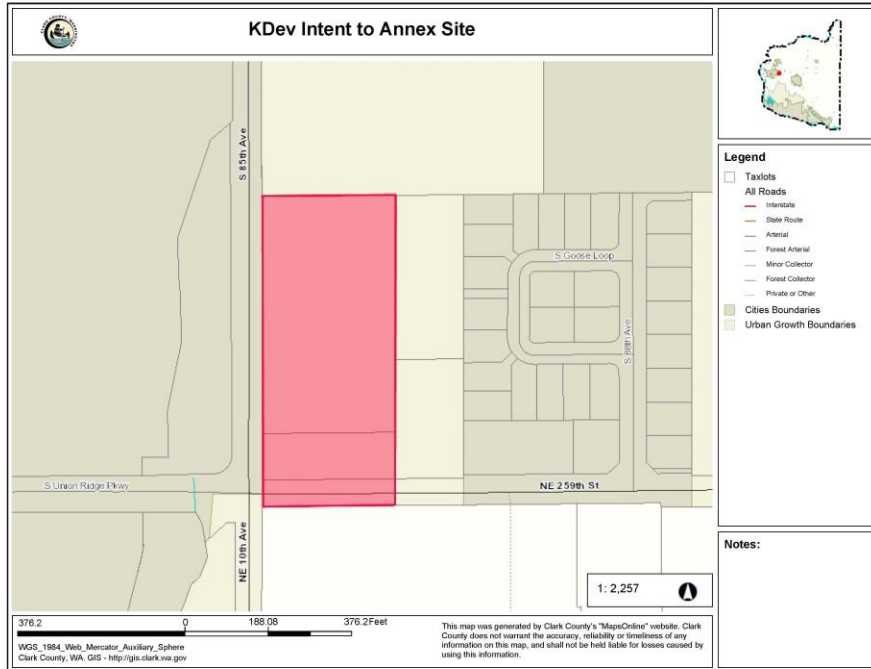


VI. Procedure

Background

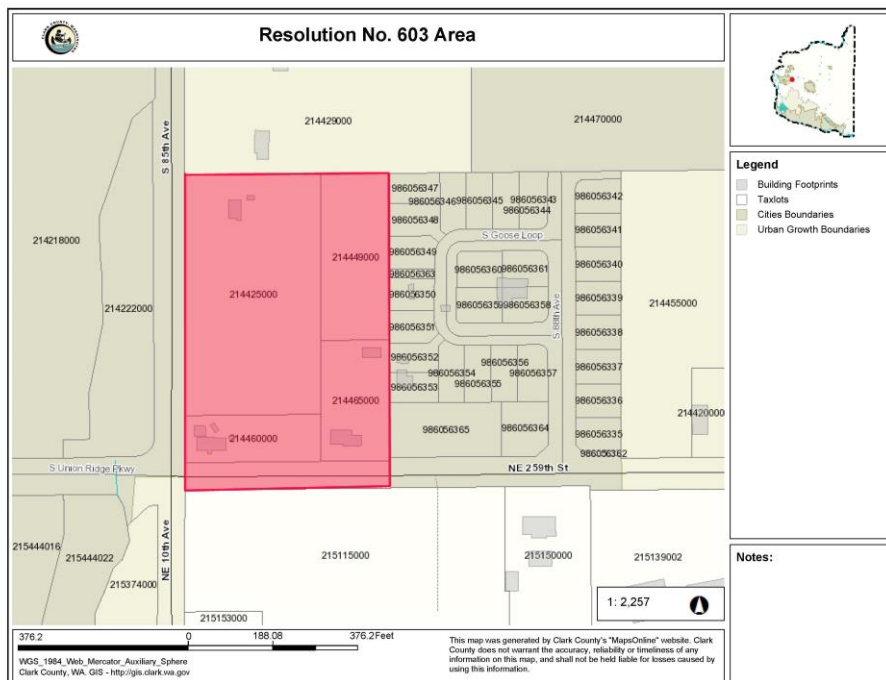
Council approved Resolution No. 603, KDev LLC Intent to Annex, on January 13, 2022. The intent to annex application was for the four-acre KDev LLC property, the one-acre parcel to the south owned by Dorothy Davis (#214460000), and adjacent right-of-way on NE 259th Street.

Figure 4. Intent to Annex application area



During the January 13, 2022 meeting, Council chose to modify the maximum potential geography of the annexation area to include two additional parcels in the UGA to the east (#214465000 and #214449000) and additional NE 259th Street right-of-way. Council directed staff to communicate with the owners of parcels #214460000, 214465000, and 214449000, determine their interest in annexation, and then instruct the applicant to only include interested property owners in their submittal for Petition to Annex.

Figure 5. Maximum potential annexation area approved through Res. 603



Staff mailed letters to the owners of parcels #214460000, 214465000, and 214449000 and did not receive any responses. However, the applicant was able to make contact with their neighbors and learned that the owners of parcels #214460000, 214465000, and 214449000 do not wish to be annexed into the Ridgefield city limits.

The applicant subsequently submitted the KDev Petition to Annex to the City, with the proposed annexation area limited to the four-acre KDev property.

Direct petition (60% petition) method for owner-initiated annexation.

The direct petition method of annexation (RCW 35A.14.120-150) requires that owners of 60% or more of the land value of the proposed annexation area must sign the Petition to Annex. Road values are not included in this calculation. Mason Wolfe, an authorized representative of the property owner (KDev LLC), signed the Petition to Annex. The KDev LLC owns 100 percent of the land value of the property proposed for annexation, exceeding the 60% threshold of the Petition to Annex.

Certification of sufficiency.

The Clark County Assessor reviewed the declaration of petition to annex, survey, and legal description and issued a Certification of Sufficiency for the KDev LLC Petition to Annex on May 26, 2022.

Remaining steps.

- Council Hearing: City Council shall conduct a public hearing on the Notice of Petition to Annex. The public hearing is scheduled during the Council meeting on June 9, 2022.
- Council second reading: City Council shall hold a second reading to determine whether the city will accept or reject the Notice of Petition to Annex. The second reading is planning for June 23, 2022.
- Ordinances: The city shall adopt an ordinance annexing certain lands, adopt a zoning ordinance for the annexed area, and forward the ordinance(s) to the Clark County Assessor's Office, State Department of Revenue, State Department of Commerce, and State Office of Financial Management.
- Census: The City Clerk shall report population increases to census reporting agencies.

No motion is requested at this meeting.

NOTICE OF PETITION TO ANNEX

DECLARATION

We, the undersigned, are owners of ready property lying outside of the corporate limits of the City of Ridgefield, Washington, but contiguous thereto and designated as part of the Ridgefield Urban Growth Area.

We, the undersigned, are petitioning for annexation under the Direct Petition Method as described in RCW 35.A.14.120-150. We attest that we are owners of not less than 60% in value pursuant to the assessed valuation records compiled and maintained by the Clark County Department of Assessment and GIS of the total acreage of the properties described in the proposed annexation area. We do hereby petition for annexation to the City of Ridgefield, Washington. It is acknowledge that this petition may consist of multiple documents filed separately.

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

Each signature shall be executed in ink or indelible pencil and shall be followed by the name and address of the signer and the date of signing.

AUTHORIZATION

Printed names and signatures of all persons having an interest in real property in the described area whose consent is required by virtue of such interest to authorize the filing of this notice are hereto identified:

NAME OF PROPERTY OWNER/AUTHORIZED REPRESENTATIVE (PRINT CLEARLY)	SIGNATURE OF PROPERTY OWNER/AUTHORIZED REPRESENTATIVE	ADDRESS OF PROPERTY OWNER/AUTHORIZED REPRESENTATIVE	CLARK COUNTY ASSESSOR'S PARCEL NUMBER	DATE SIGNED
KDEV, LLC BY MAOSN WOLFE AUTHORIZED SIGNER		2401 W MAIN ST, STE 210 BATTLE GROUND WA 98604	214425000	4-21-2022

Note: If additional space is needed, please obtain and use an additional Notice of Petition to Annex form.

**CLARK COUNTY WASHINGTON**www.clark.wa.gov/assessor**ASSESSOR'S OFFICE**
Peter Van Nortwick, Assessor1300 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
360.397.2391
360.397.6046 f

May 26, 2022

Claire Lust
PO Box 608
Ridgefield, WA 98642

Dear: Claire Lust

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Ridgefield KDev Annexation

Please contact me should you have any questions regarding this annexation.

Sincerely,

Peter Van Nortwick
Clark County Assessor

Enclosed:

Certification of Sufficiency
Annexation Legal Description
Annexation Map

Attachment: 23RF_KDev_Cert of Sufficiency Bundle Signed (KDev LLC Petition to Annex)

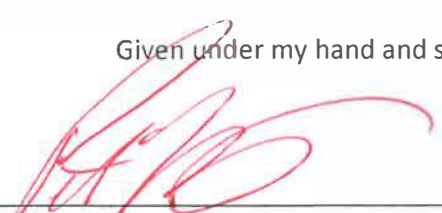
Certification of Sufficiency
KDev Annexation

The City of Ridgefield on May 19, 2022, submitted for review by Clark County Assessor, a petition to annex to the city approximately 3.64 acres of land known as the KDev Annexation. Subject to the requirements of 35.21.005 I now certify the following in my capacity as Clark County Assessor:

1. On May 19, 2022, the City of Ridgefield submitted for certification by the Clark County Assessor a petition to annex to the city 1 parcel of land and associated road and public utility rights-of-way, totaling approximately 3.64 acres.
2. The legal description and map of the area proposed for annexation, as provided by the city, are attached to this certification. According to the map provided by the city, this area is in unincorporated Clark County and within the urban growth boundary.
3. The city is completing annexation pursuant to the sixty percent method of annexation RCW 35.13.125 – 170
4. The Clark County Assessor initiated determination of petition sufficiency on May 23, 2022, which is the "terminal date" as defined in 35.21.005
5. The area proposed for annexation has a certified annexation value for general taxation of \$403,458
6. Petition signatures provided by the city represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the petition certification request and supporting materials submitted by the city, I hereby declare and certify that the petition represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this May 26, 2022



Peter Van Nortwick
Clark County Assessor

Attachment: 23RF_KDev_Cert of Sufficiency Bundle Signed (KDev LLC Petition to Annex)



EXHIBIT "___"

May 18, 2022

PERIMETER LEGAL DESCRIPTION FOR CLARK COUNTY TAX PARCEL 214425000
TO BE ANNEXED INTO THE CITY OF RIDGEFIELD

A portion of the Southwest quarter of the Southwest quarter of Section 23, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the Southwest corner of the Southwest quarter of the Southwest quarter of Section 23, thence North 01°32'15" East, along the West line of the Southwest quarter of the Southwest quarter, a distance of 132.00 feet to the TRUE POINT OF BEGINNING; thence North 01°32'15" East, along said West line, a distance of 528.00 feet; thence South 89°01'31" East a distance of 330.00 feet; thence South 01°32'15" West a distance of 528.00 feet; thence North 89°01'31" West a distance of 330.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion lying within NE 10th Avenue.



5/18/2022

Attachment: 23RF_KDev_Cert of Sufficiency Bundle Signed (KDev LLC Petition to Annex)

IN A PORTION OF THE
NW 1/4 OF THE SW 1/4 OF SECTION 23,
T2N, R2E, W.M.
CLARK COUNTY, WA

SURVEY REFERENCES

DEED REFERENCES
AT-5846000 (BUDENKE)



- [illegible]

GENERAL NOTES

- DATE OF SURVEY: MARCH 22 & 23, 2020
5. CONTOUR INTERVAL: SHOWN IS 10'
1. BOUNDARY INFORMATION FROM RECORD OF SURVEY BOOK 68, PAGE 78
2. SOME OR ALL OF THE UNDERGROUND UTILITIES SHOWN HEREON
WAS OBTAINED FROM THE RECORDS OF THE UTILITY COMPANIES BY
REPRODUCING UTILITY LOCATIONS, COMPANIES' RECORDS, AND
SURVEYING LOGS. IT MAKES NO WARRANTIES TO ANY UNDERGROUND
UTILITIES WHETHER SHOWN HEREON OR NOT.
3. HORIZONTAL DISTANCE: BASES OF REMAINERS IS PER SURVEY BOOK 68,
PAGE 78.
4. VERTICAL COLUMN: TOTAL PER PERIOD REMAINERS NO. 882
FOUNDED DOWN IN CONCRETE ON THE EAST SIDE OF I-5. THE ELEVATION
SHOWN IS BASED ON THE ELEVATION OF THE SURVEY POINT BY GPS OBSERVATION.
SURVEYING ELEVATION: 721.58 FEET

NARRATIVE / PROCEDURE

THE PURPOSE OF THIS SURVEY WAS TO PROVIDE AN EXISTING CONDITIONS/ TOPOGRAPHIC SURVEY FOR KOCY LLC. FIELD SURVEY CONSISTED OF A COMBINATION OF GPS OPERATIONS AND RANDOM TRAVERSE METHODS ALONG WITH RADIAL BECS. USING A 3-SECOND TRIMBLE S5 TOTAL STATION/ INSTRUMENT AND ELECTRONIC DATA COLLECTOR. BEAS OF BEARINGS: N 01°13'15" E ALONG THE WEST LINE OF SECTION 23 AND SURVEY BOOK 66, PAGE 78.



03/28/2027

NORTHERN
LAND SURVEYING LLC

P.O. Box 2017
Bottle Ground, WA 98604
360.553.5992

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 09, 2022

ITEM:

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington annexing into the Corporate Limits of the City of Ridgefield Approximately 3.64 Acres Identified as the Zim Pro Llc Annexation Area Located Within the Ridgefield Urban Growth Area, and Assigning the Zoning of the Annexed Area as Residential Low Density 6.

GOVERNING LEGISLATION:

RCW 35A.14 – Annexation by Code Cities

RCW 36.70a – Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

Council adopted Resolution No. 609, Zim Pro LLC Intent to Annex, on April 14, 2022.

SUMMARY/BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

ACTION OR MOTION:

Public hearing. No motion requested.

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS: PLZ-21-0064 Zim Pro Petition to Annex_Staff Report_06092022 (PDF)
Signed Petition Declaration & Authorization (PDF)
23RF_ZimPro_Certificate of Sufficiency Bundle Signed (PDF)

ORDINANCE NO. 1368

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF RIDGEFIELD APPROXIMATELY 3.64 ACRES IDENTIFIED AS THE ZIM PRO LLC ANNEXATION AREA LOCATED WITHIN THE RIDGEFIELD URBAN GROWTH AREA, AND ASSIGNING THE ZONING OF THE ANNEXED AREA AS RESIDENTIAL LOW DENSITY 6.

WHEREAS, annexations to the City of Ridgefield are regulated by Revised Code of Washington (RCW) Chapter 35A.14, Annexation by Code Cities; and

WHEREAS, the proposed annexation area is within the Ridgefield Urban Growth Area as shown on the Ridgefield Urban Growth Area Comprehensive Plan Map of the Clark County 20-Year Comprehensive Growth Management Plan which the Board of Clark County Councilors adopted on June 28, 2016, Ordinance No. 2016-06-12; and

WHEREAS, the proposed annexation area is within the Ridgefield Urban Growth Area and the annexation area is designated Neighborhood Commercial as shown on the Comprehensive Plan Map of the Ridgefield Urban Area Comprehensive Plan which the City Council adopted on February 25, 2016, Ordinance No. 1203; and

WHEREAS, RCW 35A.14.010 provides that an unincorporated area lying contiguous to a code city may become part of the charter code city or noncharter code city by annexation; and

WHEREAS, the area proposed to be annexed is contiguous to the city limits; and

WHEREAS, RCW 35A.14.120 provides a direct petition annexation method which requires that prior to circulating a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of a charter code city or noncharter code city; and

WHEREAS, on April 14, 2022, the City Council of the City of Ridgefield adopted Resolution No. 609 to accept a notice of intent to annex the Zim Pro LLC Annexation Area identified by Assessor's Serial No. 212783000 and authorized commencement of petition to annex proceedings; and

WHEREAS, the City of Ridgefield received a petition to annex for Assessor's Serial No. 212783000 identified as the Zim Pro LLC Annexation Area and assigned File Nos. MASTER-22-0043 and PLZ-22-0064; and

WHEREAS, the City is designating subject properties Residential Low Density 6 pursuant to RDC 18.210.015.A and the 2016 Ridgefield Urban Area Comprehensive Plan; and

WHEREAS, the City is placing all newly annexed properties in UH-10 pursuant to RDC 18.210.015.B until certification by the city engineer that identifies capital facilities deficiencies have been satisfactorily resolved, as required in RMC 18.270.060; and

WHEREAS, RCW 35A.14.120 requires that the petition to annex must be signed by the owners of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned; and

WHEREAS, on May 9, 2022, the City of Ridgefield requested that the Clark County Department of Assessment and GIS certify the petition to annex by direct petition method according to RCW 35A.01.040(4) which requires that a petition signed by property owners be transmitted to the county assessor for determination of sufficiency; and

WHEREAS, on May 31, 2022, the Clark County Deputy Assessor mailed to the City of Ridgefield a Certification of Sufficiency for the annexation petition by the direct petition method; and

WHEREAS, RCW 43.21C.222 exempts annexation of territory by a city or town from compliance with the chapter entitled State Environmental Policy; and

WHEREAS, RCW 35A.14.130 provides that the legislative body of a code city may entertain a petition for annexation and fix a date for a public hearing thereon and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the city, and post in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the City of Ridgefield met the requirements defined within RCW 35A.14.130 by publishing a notice of public hearing in the Columbian newspaper, posting notice of public hearing at three public places within the territory proposed for annexation, mailing the notice to surrounding property owners, and posting the notice online; and

WHEREAS, on June 9, 2022, the City Council of the City of Ridgefield held and closed a public hearing on the proposed annexation; and

WHEREAS, RCW 35A.14.140 provides that after the public hearing, if the legislative body determines to effect the annexation, then they shall do so by ordinance and file a copy of the ordinance with the board of county commissioners.

NOW THEREFORE, the City Council for the City of Ridgefield hereby ordains as follows:

SECTION 1. Annexation. The City of Ridgefield hereby annexes into the corporate limits of the City of Ridgefield the Zim Pro LLC Annexation Area shown in Exhibit A.

SECTION 2. Zoning. The zoning of the annexed area shall be Residential Low Density 6 with the Urban Holding 10 overlay.

SECTION 3. City Filing of Certificate with Washington State Office of Financial Management. A Certificate of Annexation shall be filed with the Washington State Office of Financial Management within thirty (30) calendar days of the effective date of this ordinance.

SECTION 4. City Filing with Clark County. A certified copy of the adopted ordinance shall be separately filed with the Board of Clark County Commissioners and the Clark County Department of Assessment and GIS.

SECTION 5. Severability. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

SECTION 7. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 23RD DAY OF JUNE, 2022.

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading:	June 9, 2022
Second reading/Passage:	June 23, 2022
Date of Publication:	_____
Effective Date:	_____

EXHIBIT A:**Legal Description and Map of Annexation Area**



COMMUNITY DEVELOPMENT DEPARTMENT

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

Zim Pro LLC Petition to Annex

Staff Report

File No. MASTER-22-0043, PLZ-22-0064

June 9, 2022

I. Basic Facts

Council date: June 9, 2022

Applicant: Zim Pro, LLC. PO Box 1058 / Ridgefield, WA 98642. Contact: David Zimmerly, 360-606-5611, dz@sierrasantafe.com

Property Owner: Same as applicant.

Property Information: 6110 N 20th St / Ridgefield, WA 98642. #14 S16 T4N R1E WM, Assessor's #212783000, 3.64 acres.

County Zoning: Single-Family Residential (R1-6), Urban Holding 10 (UH-10) Overlay

2016 Ridgefield Urban Area Comprehensive Plan Land Use Designation: Urban Low (UL)

2016 Ridgefield Urban Area Comprehensive Plan Zoning Designation: Residential Low Density 6 (RLD-6)

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

Attachment: PLZ-21-0064 Zim Pro Petition to Annex_Staff Report_06092022 (Zim Pro LLC Petition to Annex)

II. Location

Figure 1. Vicinity map

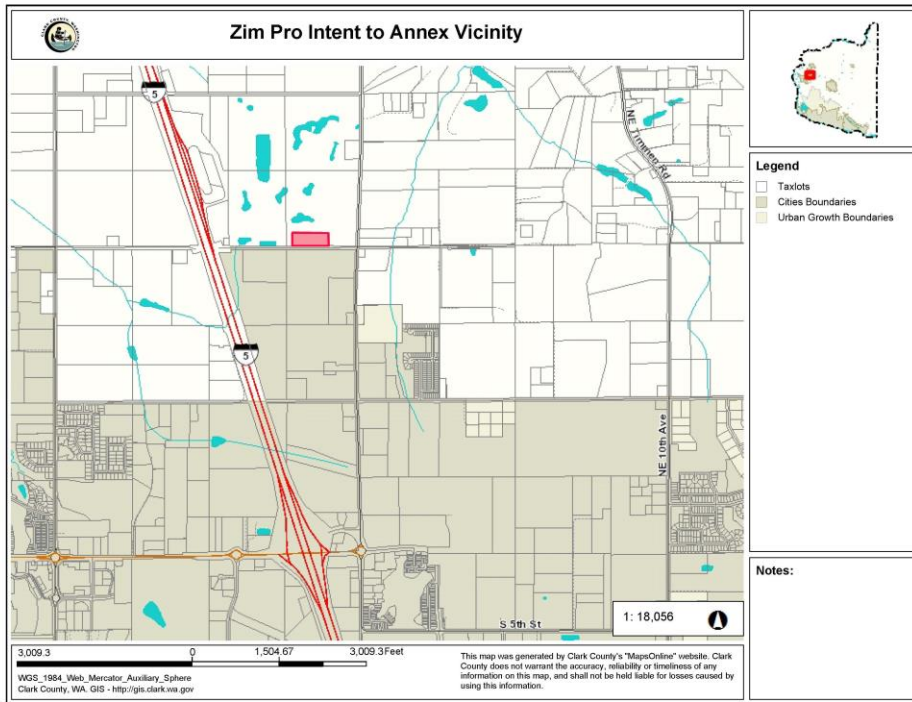
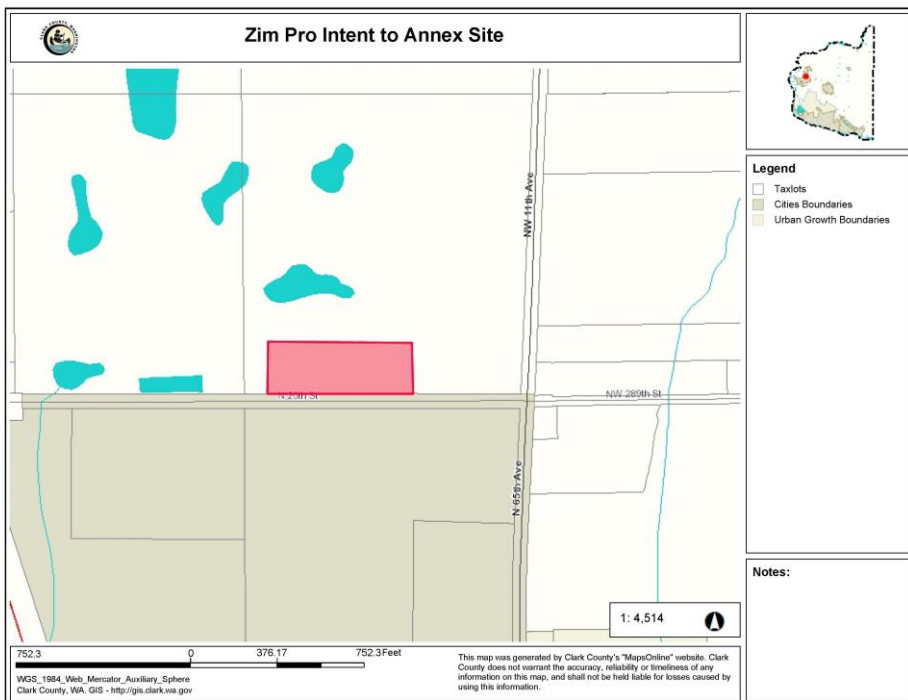


Figure 2. Site map



III. Property Information

The Intent to Annex includes one parcel, #212783000, owned by Zim Pro LLC. The parcel is in the Ridgefield Urban Growth Area (UGA) and contiguous with the existing Ridgefield city limits to the south. Therefore, the parcel is eligible for annexation. The property information is as follows:

Property Owner	Legal	Square Feet	Acres	2021 Assessed Taxable Property Value	Site Address
ZIM PRO LLC	#14 S16 T4N R1E WM, Assessor's #212783000	158,558	3.64	\$470,865.00	6110 N 20 th St / Ridgefield, WA 98642

IV. Zoning

The comprehensive plan designation on the site is Urban Low (UL). The current Clark County zoning is Single-Family Residential (R1-6), with the Urban Holding – 10 (UH-10) overlay. RDC 18.210.015.A states that the RLD-4, RLD-6, and RLD-8 zoning districts shall implement the UL comprehensive plan designation. The 2016 Ridgefield Urban Area Comprehensive Plan zoning map shows Residential Low Density 6 (RLD-6) zoning on the site. Per RDC 18.210.015.B, the UH-10 overlay shall remain in place until urban services, consistent with the adopted capital facility plan and comprehensive plan, are available to the site or until all financing necessary to construct or bond for the necessary urban services is secured.

V. Development Considerations

Per the applicant's introductory statement, the property currently has a single-family residence and three additional general purpose buildings for storage and maintenance of construction equipment. The applicant intends to continue these existing uses.

Any future development applications would be subject to site plan review and compliance with the applicable development standards in Title 18 of the Ridgefield Municipal Code. Engineering and building applications would also be required to obtain development permits. There are no mapped environmental constraints on the property.

VI. Procedure

Background

Council approved Resolution No. 609, Zim Pro LLC Intent to Annex, on April 14, 2022. The intent to annex application was for the same parcel as the petition to annex; Council adopted the resolution with no geographic modifications.

The applicant subsequently submitted the Zim Pro Petition to Annex to the City, with the proposed annexation area unchanged from the Intent to Annex.

Direct petition (60% petition) method for owner-initiated annexation.

The direct petition method of annexation (RCW 35A.14.120-150) requires that owners of 60% or more of the land value of the proposed annexation area must sign the Petition to Annex. Road values are not included in this calculation. Four members of the Zimmerly family, representing Zim Pro LLC, signed the Petition to Annex. The Zim Pro LLC owns 100 percent of the land value of the property proposed for annexation, exceeding the 60% threshold of the Petition to Annex.

Certification of sufficiency.

The Clark County Assessor reviewed the declaration of petition to annex, survey, and legal description and issued a Certification of Sufficiency for the Zim Pro LLC Petition to Annex on May 31, 2022.

Remaining steps.

- Council Hearing: City Council shall conduct a public hearing on the Notice of Petition to Annex. The public hearing is scheduled during the Council meeting on June 9, 2022.
- Council second reading: City Council shall hold a second reading to determine whether the city will accept or reject the Notice of Petition to Annex. The second reading is planning for June 23, 2022.
- Ordinances: The city shall adopt an ordinance annexing certain lands, adopt a zoning ordinance for the annexed area, and forward the ordinance(s) to the Clark County Assessor's Office, State Department of Revenue, State Department of Commerce, and State Office of Financial Management.
- Census: The City Clerk shall report population increases to census reporting agencies.

No motion is requested at this meeting.

NOTICE OF PETITION TO ANNEX

DECLARATION

We, the undersigned, are owners of ready property lying outside of the corporate limits of the City of Ridgefield, Washington, but contiguous thereto and designated as part of the Ridgefield Urban Growth Area.

We, the undersigned, are petitioning for annexation under the Direct Petition Method as described in RCW 35.A.14.120-150. We attest that we are owners of not less than 60% in value pursuant to the assessed valuation records compiled and maintained by the Clark County Department of Assessment and GIS of the total acreage of the properties described in the proposed annexation area. We do hereby petition for annexation to the City of Ridgefield, Washington. It is acknowledge that this petition may consist of multiple documents filed separately.

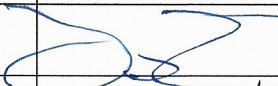
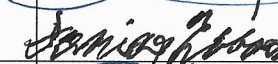
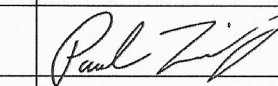
WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

Each signature shall be executed in ink or indelible pencil and shall be followed by the name and address of the signer and the date of signing.

AUTHORIZATION

Printed names and signatures of all persons having an interest in real property in the described area whose consent is required by virtue of such interest to authorize the filing of this notice are hereto identified:

NAME OF PROPERTY OWNER/AUTHORIZED REPRESENTATIVE (PRINT CLEARLY)	SIGNATURE OF PROPERTY OWNER/AUTHORIZED REPRESENTATIVE	ADDRESS OF PROPERTY OWNER/AUTHORIZED REPRESENTATIVE	CLARK COUNTY ASSESSOR'S PARCEL NUMBER	DATE SIGNED
David Zimmerly		22806 NW 67th Ave Ridgefield, WA 98642	212783000	4/21/2022
Janice Zimmerly		22806 NW 67th Ave Ridgefield, WA 98642	212783000	4/21/2022
Parker Zimmerly		22806 NW 67th Ave Ridgefield, WA 98642	212783000	4/21/2022
Paul Zimmerly		6110 N 20th St. Ridgefield, WA 98642	212783000	4/21/2022

Note: If additional space is needed, please obtain and use an additional Notice of Petition to Annex form.

**CLARK COUNTY WASHINGTON**www.clark.wa.gov/assessor**ASSESSOR'S OFFICE**

Peter Van Nortwick, Assessor

1300 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
360.397.2391
360.397.6046 f

May 31, 2022

Claire Lust
PO Box 608
Ridgefield, WA 98642

Dear: Claire Lust

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Ridgefield ZimPro Annexation

Please contact me should you have any questions regarding this annexation.

Sincerely,

Peter Van Nortwick
Clark County Assessor

Enclosed:

Certification of Sufficiency
Annexation Legal Description
Annexation Map

Attachment: 23RF_ZimPro_Certificate of Sufficiency Bundle Signed (Zim Pro LLC Petition to Annex)

Certification of Sufficiency
ZimPro Annexation

The City of Ridgefield on May 19, 2022, submitted for review by Clark County Assessor, a petition to annex to the city approximately 3.16 acres of land known as the ZimPro Annexation. Subject to the requirements of 35.21.005 I now certify the following in my capacity as Clark County Assessor:

1. On May 09, 2022, the City of Ridgefield submitted for certification by the Clark County Assessor a petition to annex to the city one (1) parcel of land and associated road and public utility rights-of-way, totaling approximately 3.16 acres.
2. The legal description and map of the area proposed for annexation, as provided by the city, are attached to this certification. According to the map provided by the city, this area is in unincorporated Clark County and within the urban growth boundary.
3. The city is completing annexation pursuant to the sixty percent method of annexation RCW 35.13.125 – 170
4. The Clark County Assessor initiated determination of petition sufficiency on May 23, 2022, which is the "terminal date" as defined in 35.21.005
5. The area proposed for annexation has a certified annexation value for general taxation of \$470,865
6. Petition signatures provided by the city represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the petition certification request and supporting materials submitted by the city, I hereby declare and certify that the petition represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

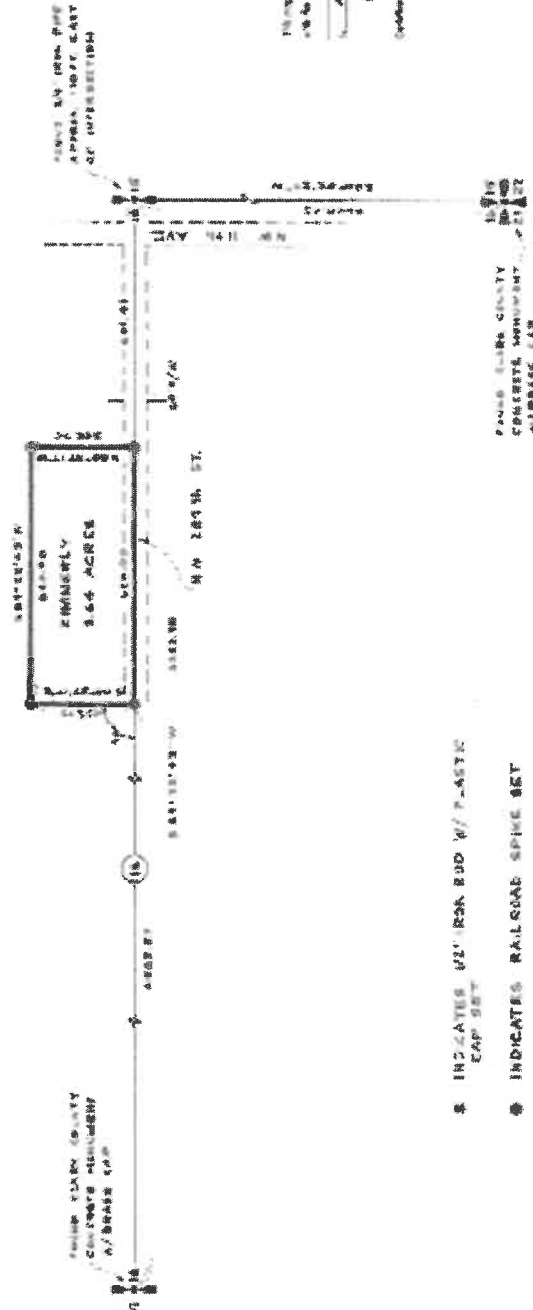
Given under my hand and seal this May 31, 2022



Peter Van Nortwick
Clark County Assessor

BOUNDARY SURVEY

IN A PORTION OF
SE 1/4 NE 1/4, SECTION 16, T4N, R12E, WM
CLARK COUNTY, WASHINGTON



- INDICATES 12\"/>

LEGAL DESCRIPTION:
A PORTION OF THE SE 1/4 NE 1/4, SECTION 16,
T4N, R22E, WM.



BEARINGS BASED ON
MEL VIOLE SURVEY
JANUARY 1972

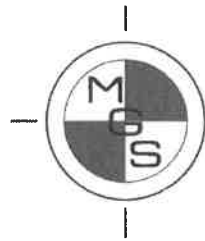
SURVEYOR'S CERTIFICATE
This is to certify that the above survey was made by the undersigned in accordance with the requirements of the laws of the State of Washington, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Washington.
APPROVED: 1972
Signed: *William J. Hagedorn*
Certified: 0574



NOTICE TO THE PUBLIC
This is to certify that the above survey was made by the undersigned in accordance with the requirements of the laws of the State of Washington, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Washington.
APPROVED: 1972
Signed: *William J. Hagedorn*
Certified: 0574

HAGEDORN, INC.	
1101 N. 1st St.	APT 1000
Spokane, WA 99201	PH (509) 326-4444
LAND SURVEYORS	
REGISTERED PROFESSIONAL SURVEYORS, STATE OF WASHINGTON	

BOOK 5 PAGE 4



MINISTER-GLAESER SURVEYING INC.

*Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX*

May 18, 2022

EXHIBIT “A”

Assessor no. 212783000

**Address: 6110 N. 20th Street
Ridgefield, WA. 98642**

A parcel of land located in a portion of Southeast quarter of the Northeast quarter of Section 16, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the East quarter corner of said Section 16;

Thence South 89°22'43" West, along the South line of said Northeast quarter of Section 16, for a distance of 601.41 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 89°22'43" West, along said South line, for a distance of 620.00 feet;

Thence North 00°37'17" West, for a distance of 255.75;

Thence North 89°22'43" East, parallel with said South line, for a distance of 620.00 feet;

Thence South 00°37'17" East, for a distance of 255.75 to the **TRUE POINT OF BEGINNING**.

Except that portion lying within N. 20th Street, formerly known as NW 289th

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

