



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, May 23, 2019
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

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

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

II. PUBLIC COMMENT

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

III. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from May 9, 2019 Meeting**

IV. PROCLAMATION

- 1. Ridgefield Trails Day**

V. BUSINESS

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

VI. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance No. 1293 - Vancouver Clinic Development Agreement - Bryan Kast, Public Works Director**
- 2. Public Hearing and First Reading of Ordinance No. 1294 – South Wells Drive Development Agreement - Bryan Kast, Public Works Director**

VII. PUBLIC COMMENT

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

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

IX. 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: May 23, 2019
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

RECOMMENDED ACTION OR MOTION:

Staff recommends Council approve the claims and/or payroll by making the following motion:

“I move to approve the consent agenda as presented”

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS: May 23 2019 - Claims Report (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

3.1.a

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ACCELA INC.	2779	INV-ACC45572	Public Works	Customer Web Payments	315.00
		190521926	Public Works	Customer Web Payments	44.24
ACCELA INC. Total					359.24
AMERICAN PUBLIC WORKS ASSC (APWA)	31	0027-04252019	Public Works	(blank)	585.00
AMERICAN PUBLIC WORKS ASSC (APWA) Total					585.00
ANDERSON SIGNS INC.	2569	47471	Public Works	Parks Board and CDD Director Name Plates	18.53
			Community Development	Parks Board and CDD Director Name Plates	18.52
ANDERSON SIGNS INC. Total					37.05
ANGELA DAVISE JACKSON	3298	1035	Genl Govt/Facilities	Mystery Game Script & Social Media Training	675.00
			Administration	Mystery Game Script & Social Media Training	737.50
ANGELA DAVISE JACKSON Total					1,412.50
ARAMARK UNIFORM SERVICES	32	863964524	Genl Govt/Facilities	(blank)	2.37
			Public Works	(blank)	45.52
			Community Development	(blank)	9.01
		863974681	Genl Govt/Facilities	City Hall/PW/CDD/PD Floor Mats	7.09
			Public Safety	City Hall/PW/CDD/PD Floor Mats	4.47
			Public Works	City Hall/PW/CDD/PD Floor Mats	3.90
		863954398	Community Development	City Hall/PW/CDD/PD Floor Mats	3.93
			Genl Govt/Facilities	PW Floor Mats	1.13
				PW Uniforms	1.22
		863954399	Public Works	PW Floor Mats	15.73
				PW Uniforms	29.22
			Community Development	PW Floor Mats	9.01
		863964525	Genl Govt/Facilities	Floor Mats - City Hall/PW/CDD/PD	7.09
			Public Safety	Floor Mats - City Hall/PW/CDD/PD	4.47
			Public Works	Floor Mats - City Hall/PW/CDD/PD	3.90
			Community Development	Floor Mats - City Hall/PW/CDD/PD	3.93
			Genl Govt/Facilities	City Hall/PW/CDD/PD Floor Mats	7.09
			Public Safety	City Hall/PW/CDD/PD Floor Mats	4.47
			Public Works	City Hall/PW/CDD/PD Floor Mats	3.90
			Community Development	City Hall/PW/CDD/PD Floor Mats	3.93
			ARAMARK UNIFORM SERVICES Total		
ASSOCIATED CONSULTANTS INC.	1030	18-153-03	Community Development	Bed Tech Building "B" Plan Review	340.00
		19-140-01	Community Development	Discovery Ridge Building 3 Plan Review	1,020.00
		18-152-03	Community Development	Trimaco - Building "A" plan review	340.00
		18-250-03	Community Development	S 11th Industrial Building Plan Review	375.00
		18-223-03	Community Development	UNFI Expansion Plan Review	1,785.00
		19-139-01	Community Development	Discovery Ridge Building 2 Plan Review	1,020.00
		18-232-06	Community Development	Rosauers Plan Review	170.00
ASSOCIATED CONSULTANTS INC. Total					5,050.00
BLUEFIN PAYMENT SYSTEMS	2827	2827-201905	Public Works	Citizen Payment Fees - April 2019	504.77

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

BLUEFIN PAYMENT SYSTEMS Total					504.77
BSK ASSOCIATES	2119	V901316	Public Works	Coliform Testing	350.00
BSK ASSOCIATES Total					350.00
CASEY J EVANS	3310	001-COR-2019	Genl Govt/Facilities	The Mystery of the Missing Mascot Video	1,734.40
CASEY J EVANS Total					1,734.40
CEDANO INVESTMENTS LLC	3311	3311-2019	Genl Govt/Facilities	Business License Refund - Cendano Investments LLC	50.00
CEDANO INVESTMENTS LLC Total					50.00
CFM STRATEGIC COMMUNICATIONS INC.	2551	25027	Genl Govt/Facilities	APRIL 2019 LOBBYIST	5,200.00
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00
CINTAS FIRE PROTECTION	2520	0F80510150	Genl Govt/Facilities	Fire Extinguisher Service	116.93
			Public Works	Fire Extinguisher Service	1,625.02
			Community Development	Fire Extinguisher Service	76.56
CINTAS FIRE PROTECTION Total					1,818.51
CITY OF BATTLE GROUND	92	INV00122	Judicial	April 2019 Court Costs	9,802.00
CITY OF BATTLE GROUND Total					9,802.00
CITY OF RIDGEFIELD-W/S	96	009787-004-20190523	Public Works	Green Gables Tract-C Irrigation M	48.42
		006419-000-20190523	Public Works	301 N 3rd Ave CDD - Water	26.21
				301 N 3rd Ave CDD - Storm	18.05
			Community Development	301 N 3rd Ave CDD - Water	26.22
				301 N 3rd Ave CDD - Storm	18.05
		006398-000-20190523	Public Safety	116 N Main Ave PD - Water	56.11
				116 N Main Ave PD - Storm	72.20
		005815-000-20190523	Public Works	109 W Division WWTP - Water	263.36
				109 W Division WWTP - Storm	758.10
		008428-000-20190523	Public Works	Cedar Ridge Park - Storm	18.05
				Cedar Ridge Park - Water	94.55
		006420-000-20190523	Public Works	315 N 3rd Avenue Davis Park - Water	151.91
		009272-000-20190523	Public Works	1308 N Heron Dr Hayden Park - Storm	18.05
				1308 N Heron Dr Hayden Park - Water	52.09
		005207-000-20190523	Public Works	Blue Heron Community Garden - Water	47.02
		009787-000-20190523	Public Works	Green Gables Tract-Q Irrigation M	47.31
		005032-000-20190523	Genl Govt/Facilities	111 S Main - Storm	54.15
				111 S Main - Water	71.24
		005436-010-20190523	Public Works	5054 Pioneer Street	18.05
		006404-000-20190523	Genl Govt/Facilities	230 Pioneer Street City Hall - Water	113.36
				230 Pioneer Street City Hall - Storm	126.35
		005807-000-20190523	Public Works	Abrams Park Restrooms - Water	129.89
				Abrams Park Restrooms - Storm	18.05
		007183-000-20190523	Public Works	618 Lark Dr Lark Park - Water	46.77
				618 Lark Dr Lark Park - Storm	18.05
		010821-000-20190523	Public Works	Water Tower (Cemetery)	54.15
		009787-002-20190523	Public Works	Green Gables Tract-D Irrigation M	49.24
		009787-003-20190523	Public Works	Green Gables Tract-D Irrigation MET	49.63
		005811-000-20190523	Public Works	Abrams Park Kitchen & Irrigation - Water	47.38
				Abrams Park Kitchen - Storm	379.05

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

CITY OF RIDGEFIELD-W/S	96	007097-000-20190523	Public Works	2311 N 5th Way Crows Nest Park - Water	47.41
				2311 N 5th Way Crows Nest Park - Storm	36.10
		005436-001-20190523	Public Works	1-5/SR501 NE Interchange Irrigation	93.47
		006405-000-20190523	Public Works	119 N 3rd Ave Community Park - Water	52.91
				119 N 3rd Ave Community Park - Storm	36.10
		009427-000-20190523	Public Works	Columbia Hills Irrigation Tract B Wind River	48.74
		005488-000-20190523	Public Works	Cemetery Water Spigots - Water	46.77
		009787-005-20190523	Public Works	Park & Ride Lot - Storm	198.55
		010935-000-20190523	Public Works	Cedar Creek Irrigation Tract B	58.99
		005812-001-20190523	Public Works	Abrams Park Chloine Injector - Storm	18.05
		009457-000-20190523	Public Works	Columbia Hills Irrigation Tract D Cispus Way	96.61
		010889-000-20190523	Public Works	Junction Well & Reservoir - Storm	126.35
		005436-009-20190523	Public Works	6007 N Ridgefield Woods Dr. - Irrigation	49.22
		005436-005-20190523	Public Works	1-5/SR501 NE Interchange Irrigation	93.92
		005806-000-20190523	Public Works	Abrams Soccer Field	155.29
CITY OF RIDGEFIELD-W/S Total					4,049.54
CLARK COUNTY	102	CI001303	Judicial	March 2019 Supervisions & Pretrials	371.88
CLARK COUNTY Total					371.88
CLARK COUNTY FIRE AND RESCUE	3047	1247	Genl Govt/Facilities	Fire Marshal Services Feb 2019	5,979.00
CLARK COUNTY FIRE AND RESCUE Total					5,979.00
CLARK COUNTY TREASURERS OFFICE	554	SIF201904	Genl Govt/Facilities	School Impact Fees	577,443.75
CLARK COUNTY TREASURERS OFFICE Total					577,443.75
CLARK PUBLIC UTILITIES	110	7448-974-1-05232019	Public Works	N 35th and Pioneer St.	29.12
				N 35th Ave and Pioneer St	29.13
		7207-403-2-05232019	Public Works	911 N 65th Ave Intertie 2 - Water	95.45
		7123-806-7-05232019	Public Works	Pioneer St. & Gee Creek Loop - Electricity	27.32
		7122-942-1-05232019	Public Works	3701 N 3rd Cir - Electricity	26.98
		7122-944-7-05232019	Public Works	512 N Allen Dr - Electricity	26.83
		7123-324-1-05232019	Public Works	S Cispus Way	46.91
		7207-402-4-05232019	Public Works	1504 NW Intertie 3 - Water	670.25
		7126-408---05232019	Public Works	2300 N 3rd Way Bellwood Trail Lights	32.54
		7453-365-4-05232019	Public Works	535 N Abrams Park Rd.	47.02
		7207-401-6-05232019	Public Works	800 NE 264 St Intertie 1 - Water	642.47
		7124-838-9-05232019	Public Works	Overlook Park - Electricity	67.23
CLARK PUBLIC UTILITIES Total					1,741.25
CLARK REGIONAL WASTEWATER DISTRICT	741	0741-201905	Genl Govt/Facilities	230 Pioneer St City Hall - Sewer	103.97
			Public Safety	116 N Main Ave PD - Sewer	47.09
			Public Works	301 N 3rd Ave CDD - Sewer	25.08
				109 W Division WWTP - Sewer	227.51
				Abrams Park Former Mgr House - Sewer	43.43
				Abrams Park Kitchen - Sewer	145.56
				255 S 56th Pl Well & Reservoir - Sewer	40.03
				Abrams Park Restrooms - Sewer	74.01
	Community Development	301 N 3rd Ave CDD - Sewer	25.07		
CLARK REGIONAL WASTEWATER DISTRICT Total					731.75

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

3.1.a

COLUMBIA RESOURCE COMPANY	114	23940	Genl Govt/Facilities	Spring Clean up & Streets Waste Disposal	374.82
			Public Works	Spring Clean up & Streets Waste Disposal	15.32
COLUMBIA RESOURCE COMPANY Total					390.14
COLUMBIAN PUBLISHING	116	11556	Community Development	CDD Advertisements	261.00
		11327	Community Development	Building site plans	106.20
		11456	Community Development	Ordinance No. 1290 classified	64.80
COLUMBIAN PUBLISHING Total					432.00
COMCAST	2271	2271-201905-109	Public Works	PW Shop Communications May - June	367.59
		2271-201905-230	Genl Govt/Facilities	City Hall Communications May-June	302.31
		2271-201905-116	Public Safety	PD Communications May-June	350.11
COMCAST Total					1,020.01
COMDATA NETWORK INC.	1101	20314190	Genl Govt/Facilities	Fuel PW - XN173	92.01
			Public Works	Fuel PW - XN173	1,278.71
			Community Development	Fuel PW - XN173	60.24
				Fuel CDD - XN173	274.31
		20314179	Public Safety	Fuel PD - XN795	1,224.60
COMDATA NETWORK INC. Total					2,929.87
CONSERVATION TECHNIX INC.	1821	803	Public Works	Ridgefield Parks & Recreation Plan Update	748.62
CONSERVATION TECHNIX INC. Total					748.62
COURTNEY ACOSTAGRATES	2410	2973	Judicial	Interpretor - Cazares	143.00
COURTNEY ACOSTAGRATES Total					143.00
CREDC	1771	2019-19	Genl Govt/Facilities	2019 Clark County Employment Land Study	7,500.00
CREDC Total					7,500.00
DEPARTMENT OF ECOLOGY	144	2019-WAR305145	Public Works	(blank)	1,150.00
DEPARTMENT OF ECOLOGY Total					1,150.00
DEPARTMENT OF ENTERPRISE SERVICES	2720	71127333	Finance	Leading Others Training - Rubio Romero	895.00
DEPARTMENT OF ENTERPRISE SERVICES Total					895.00
DEPARTMENT OF LABOR AND INDUSTRIES	3315	242454	Public Works	RORC Annual Elevator Permit	133.73
DEPARTMENT OF LABOR AND INDUSTRIES Total					133.73
DEPARTMENT OF LICENSING	154	RG0000337-2019	Genl Govt/Facilities	CPL - Mikkelson	18.00
		RG0000339-2019	Genl Govt/Facilities	CPL - Davis	18.00
		RG0000340-2019	Genl Govt/Facilities	CPL License - Foster	18.00
		RG0000338-2019	Genl Govt/Facilities	CPL - Wishard	18.00
		RG0000335-2019	Genl Govt/Facilities	CPL - Kornish	18.00
		RG0000343-2019	Genl Govt/Facilities	CPL - Stowitschek	18.00
		RG0000336-2019	Genl Govt/Facilities	CPL License - Crile	18.00
		RG0000341-2019	Genl Govt/Facilities	CPL - Mourton	18.00
DEPARTMENT OF LICENSING Total					144.00
DICK'S TIRE FACTORY	158	D25558	Public Safety	PD Vehicle Maintenance	41.21
		D23289	Public Safety	PD Vehicle Maintenance	31.44
		D23613	Public Safety	PD Vehicle Maintenance	41.21
DICK'S TIRE FACTORY Total					113.86
E2 LAND USE PLANNING SERVICES LLC	485	0485-201904	Community Development	April 2019 Planning Consulting Services	11,361.69
E2 LAND USE PLANNING SERVICES LLC Total					11,361.69
ECOLOGICAL LAND SERVICES	3130	2031895	Community Development	Wetland Mitigation Consulting	2,561.50

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

3.1.a

ECOLOGICAL LAND SERVICES	3130	2031924	Community Development	Wetland Mitigation Consulting	1,917.70
ECOLOGICAL LAND SERVICES Total					4,479.20
ELCOR INC	2081	11514	Public Works	Computer Equipment	100.89
			Community Development	Computer Equipment	6.49
			Information Technology	Computer Equipment	2,261.30
		MSP-11481	Public Safety	Information Technology Services - April 2019	1,515.36
			Public Works	Information Technology Services - April 2019	1,300.17
			Community Development	Information Technology Services - April 2019	1,347.00
			Information Technology	Information Technology Services - April 2019	2,909.18
		11515	Community Development	Computer Equipment	11.70
ELCOR INC Total					9,452.09
ERIN WICKUM	3280	3280-201905	Genl Govt/Facilities	Park Refundable Deposit - Erin Wickum	100.00
ERIN WICKUM Total					100.00
EWING VANCOUVER	2374	7360374	Public Works	Streets Right Of Way @ Interchange Supplies	142.26
EWING VANCOUVER Total					142.26
FERGUSON ENTERPRISES INC # 8423	181	761902	Public Works	Sensus Software Support	2,791.30
FERGUSON ENTERPRISES INC # 8423 Total					2,791.30
GALLS LLC	3088	12612618	Genl Govt/Facilities	Uniform Belt/Glove Watson-Use/Sales Tax	(4.10)
			Public Safety	Uniform Belt/Glove Watson	52.95
GALLS LLC Total					48.85
GISI MARKETING GROUP	2811	151803	Community Development	CDD Director Business Cards	208.13
		151802	Genl Govt/Facilities	BP-Big Paddle Handbills	372.90
GISI MARKETING GROUP Total					581.03
GRAY AND OSBORNE INC	207	19244.00-2	Community Development	Ridgefield School District Final Plat	182.74
		19234.00-3	Public Works	Water System Plan Update	1,503.68
GRAY AND OSBORNE INC Total					1,686.42
GROVER ELECTRIC AND PLUMBING	210	HA90592	Genl Govt/Facilities	Shop Lighting	2.90
			Public Works	Shop Lighting	44.71
GROVER ELECTRIC AND PLUMBING Total					47.61
H.D. FOWLER COMPANY	2036	I5134507	Public Works	Water Meter Supplies	1,156.28
		I5110865	Public Works	Water Supplies	3.82
H.D. FOWLER COMPANY Total					1,160.10
HARRY'S LAWN AND POWER EQUIPMENT	214	158701	Public Works	Parks/Streets Supplies	145.70
HARRY'S LAWN AND POWER EQUIPMENT Total					145.70
HOME DEPOT CREDIT CARD SERVICES	1805	6043935	Public Works	Streets/Parks Small Tools	228.57
HOME DEPOT CREDIT CARD SERVICES Total					228.57
HONEY BUCKETS	223	551055523	Public Works	Weekly Service April 26-May 23	298.00
HONEY BUCKETS Total					298.00
INTERMEDIA.NET INC	2187	1905078813	Information Technology	VOICE SERVICE CHARGES APR. 2019	84.28
INTERMEDIA.NET INC Total					84.28
IPMA-HR	1345	INV-45735-W8T3T	Human Resources	IPMA-HR Membership 7/19-6/20 - Blehm	109.00
IPMA-HR Total					109.00
J.L. STOREDAHL AND SONS	558	272240	Genl Govt/Facilities	Public Works Shop Rock	11.93
			Public Works	Public Works Shop Rock	184.02
J.L. STOREDAHL AND SONS Total					195.95

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

3.1.a

J2 BLUE PRINT SUPPLY	243	AR66415	Genl Govt/Facilities	(blank)	159.35
J2 BLUE PRINT SUPPLY Total					159.35
JANEAN Z PARKER	2199	38	Public Works	April Legal Services	100.00
			Community Development	April Legal Services	250.00
			Legal	April Legal Services	2,750.00
JANEAN Z PARKER Total					3,100.00
JESSICA KIPP	2099	2099-201905-02	Genl Govt/Facilities	Events Mileage and Supplies Reimb.	471.32
JESSICA KIPP Total					471.32
JOE TURNER P.C.	1437	882	Community Development	Hearing Examiner	2,168.62
JOE TURNER P.C. Total					2,168.62
KELSEY THE FACE PAINTING LADY	3297	KTFPL6018	Genl Govt/Facilities	BP-Big Paddle Face Painting	400.00
KELSEY THE FACE PAINTING LADY Total					400.00
KENYON DISEND PLLC	1746	188595	Community Development	Professional Attorney Services - Annexation Appeal	15.47
KENYON DISEND PLLC Total					15.47
LARCH CORRECTIONS CENTER	2088	LCC1904.742	Public Works	Community Crew April 2019	1,279.20
LARCH CORRECTIONS CENTER Total					1,279.20
LEE KNOTTNERUS	1765	1765-20190523	Genl Govt/Facilities	Emp. Reim. Big Paddle Liqour Lic.	60.00
LEE KNOTTNERUS Total					60.00
LES SCHWAB TIRES BATTLE GROUND	3313	36900555126	Community Development	CDD Vehicle Maint. - Tires	663.03
LES SCHWAB TIRES BATTLE GROUND Total					663.03
LLOYD N. HALVERSON	3317	572	Executive	2019 City Manager Annual Review	5,000.00
LLOYD N. HALVERSON Total					5,000.00
MARIUS L MALATTIA	1817	124	Community Development	Design Reviews April 2019	1,787.50
MARIUS L MALATTIA Total					1,787.50
MERCHANT TRANSACT	2901	28383878	Public Works	ACH Return Fee	3.00
MERCHANT TRANSACT Total					3.00
MINERT AND ASSOCIATES INC.	981	292496	Public Works	DOT SCREENING	54.00
MINERT AND ASSOCIATES INC. Total					54.00
MINUTEMAN PRESS (NORTH)	3278	644	Council	(blank)	98.26
MINUTEMAN PRESS (NORTH) Total					98.26
MITCHELL H HARDIN	2699	6/1/2019	Genl Govt/Facilities	BP-2019 MUSIC	500.00
MITCHELL H HARDIN Total					500.00
MUTUAL MATERIALS	2750	2164923-0	Public Works	Overlook Park Sand	100.81
MUTUAL MATERIALS Total					100.81
NAPA AUTO PARTS	498	116101	Genl Govt/Facilities	Backhoe Maintenance	5.41
			Public Works	Backhoe Maintenance	83.37
		117159	Genl Govt/Facilities	Vehicle Maint. - Tad's Truck	8.09
			Public Works	Vehicle Maint. - Tad's Truck	45.83
		116111	Public Works	Street Supplies	0.93
		117621	Genl Govt/Facilities	PW Shop Supplies	8.77
			Public Works	PW Shop Supplies	135.29
		116260	Public Works	Street Supplies	(0.28)
NAPA AUTO PARTS Total					287.41
NICOLE BRUCKELMYER	3312	3312-2019	Genl Govt/Facilities	Park Refundable Deposit - Bruckelmyer	100.00
NICOLE BRUCKELMYER Total					100.00

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

NORTHSTAR CHEMICAL INC.	1019	143677	Public Works	Sodium Hypochlorite	868.28
NORTHSTAR CHEMICAL INC. Total					868.28
NORTHWEST NATURAL GAS	315	0315-201905-02	Genl Govt/Facilities	City Hall - Natural Gas	127.19
		0315-201905-01	Public Safety	Police Department - Natural Gas	37.96
		0315-201905-03	Public Works	PW Shop - Natural Gas	30.08
NORTHWEST NATURAL GAS Total					195.23
NORTHWEST STAFFING	522	4101055	Public Works	Temp. Service - Riccardo	349.80
		4101261	Public Works	Temp Service - Ricardo	373.12
NORTHWEST STAFFING Total					722.92
ONE CALL CONCEPTS	326	9049096	Public Works	April 2019 Excavation Notifications & Modem ticket	285.12
ONE CALL CONCEPTS Total					285.12
ON-HOLD CONCEPTS INC	2217	481659	Information Technology	On hold music service - April 2019	24.95
ON-HOLD CONCEPTS INC Total					24.95
OTAK INC.	1787	51900011	Public Works	RORC Project Management	7,492.02
		51900160	Genl Govt/Facilities	Discover Corridor Economic Vision	11,260.55
OTAK INC. Total					18,752.57
PATRICK HILDRETH BRAND AND DESIGN	2372	1351	Genl Govt/Facilities	Professional Design and Web Maint.	1,875.00
			Public Safety	Professional Design and Web Maint.	25.00
			Information Technology	Professional Design and Web Maint.	800.00
PATRICK HILDRETH BRAND AND DESIGN Total					2,700.00
PBS ENGINEERING AND ENVIRONMENTAL	342	0070940.001-30	Public Works	RORC Phase II	848.75
		0071069.000-18	Public Works	S. 45th / Royal Rd. Improvements	900.00
		0071272.000-11	Community Development	Developer Plan Reviews - April 2019	1,841.25
PBS ENGINEERING AND ENVIRONMENTAL Total					3,590.00
PETERSON CAT	1767	PC540005450	Genl Govt/Facilities	Mini Excavator Maintenance	8.52
			Public Works	Mini Excavator Maintenance	131.36
		PC540005474	Genl Govt/Facilities	Backhoe Parts	6.98
			Public Works	Backhoe Parts	107.70
PETERSON CAT Total					254.56
RICOH USA INC.	1662	102066256	Public Safety	PD Copier Lease	182.58
RICOH USA INC. Total					182.58
RIDGEFIELD SCHOOL DISTRICT	378	1001800041	Genl Govt/Facilities	RACC Custodial Services	328.31
			Public Works	RACC Custodial Services	282.66
			Community Development	RACC Custodial Services	1,186.01
		1001800040	Genl Govt/Facilities	RACC Custodial Services FEB-MAR 2019	574.54
			Public Works	RACC Custodial Services FEB-MAR 2019	494.66
			Community Development	RACC Custodial Services FEB-MAR 2019	2,075.51
		1001800047	Genl Govt/Facilities	RACC Utilities through 04/30/2019	597.49
			Public Works	RACC Utilities through 04/30/2019	514.42
			Community Development	RACC Utilities through 04/30/2019	2,158.42
RIDGEFIELD SCHOOL DISTRICT Total					8,212.02
RONALD ONSLOW	930	0930-201905-052	Public Works	Emp. Reim Community Garden Supplies	16.24
RONALD ONSLOW Total					16.24
ROY RHINE	1686	1686-20190523	Public Safety	(blank)	76.00
ROY RHINE Total					76.00

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

SHRED-IT US JV LLC	2274	8127176912	Genl Govt/Facilities	RACC Secure Shredding	1.01
			Public Works	RACC Secure Shredding	15.64
			Community Development	RACC Secure Shredding	16.63
		8127176913	Genl Govt/Facilities	City Hall Shredding Service	31.20
		8127176914	Public Safety	PD Shredding Service	33.28
SHRED-IT US JV LLC Total					97.76
SMARSH	2550	INV00500983	Information Technology	EMAIL AND SOCIAL MEDIA ARCHIVING	408.20
SMARSH Total					408.20
STAPLES CONTRACT & COMMERCIAL INC	2884	8054165219	Genl Govt/Facilities	Office Supplies	122.81
			Public Works	Office Supplies	335.95
			Community Development	Office Supplies	416.25
			Finance	Office Supplies	16.71
			Administration	Office Supplies	443.03
STAPLES CONTRACT & COMMERCIAL INC Total					1,334.75
STATE AUDITOR'S OFFICE	524	L130772	Finance	Audit Services	21,174.91
STATE AUDITOR'S OFFICE Total					21,174.91
STATE OF WASHINGTON DEPARTMENT OF REVENUE	156	0-008-491-154	Genl Govt/Facilities	April 2019 Excise and B&O Tax	6,102.32
			Public Works	April 2019 Excise and B&O Tax	3,727.12
STATE OF WASHINGTON DEPARTMENT OF REVENUE Total					9,829.44
STEVE STUART	2075	2075-20190523	Executive	(blank)	182.00
STEVE STUART Total					182.00
TAD ARENDS	690	0690-20190520	Public Works	Meals per-diem - Street Sweeper purchase	156.00
TAD ARENDS Total					156.00
TAPANI INC	420	17943	Genl Govt/Facilities	NW Hillhurst Frontage	(210.82)
			Public Works	NW Hillhurst Frontage	4,216.35
TAPANI INC Total					4,005.53
TERESA D JOHNSON CPA INC.	561	5080	Finance	Finance	2,535.75
TERESA D JOHNSON CPA INC. Total					2,535.75
THE PARR COMPANY	964	26452275	Genl Govt/Facilities	Paddle Boats	1,363.26
		26453817	Public Works	Water Supplies	6.93
		26453274	Public Works	Parks Operational Supplies	18.73
		26453468	Public Works	Parks Supplies	25.57
THE PARR COMPANY Total					1,414.49
THERESA PATERSON	3097	397078	Human Resources	Prof Assistants Day Arrangements	390.24
THERESA PATERSON Total					390.24
TOKAY SOFTWARE	1167	108435	Genl Govt/Facilities	Web Tests April 2016	(6.64)
			Public Works	Web Tests April 2016	85.64
TOKAY SOFTWARE Total					79.00
TRAFFIC SAFETY SUPPLY	432	INV013293	Public Works	Street Signs & Water Supplies	407.33
TRAFFIC SAFETY SUPPLY Total					407.33
US BANK	2237	5070876	Finance	2017 WA Limited Tax General Obligation Bond	520.27
		2237-042019	Finance	April 2019 Custody Charges	22.00
		1387919	Public Works	RIDLTG018 - RORC Bonds Interest	128,425.00
		5070877	Finance	2018 WA Limited Tax General Obligation Bond	320.55
		1387811	Public Works	RIDLTG017 - RORC Bonds Interest	168,212.50

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

US BANK Total					297,500.32
USA BLUEBOOK	444	880211	Public Works	Water Small Tools/Chemicals	318.40
USA BLUEBOOK Total					318.40
VALENTINE NW LLC	3314	598749	Public Works	Park Caretaker Water Damage Repair	8,030.72
VALENTINE NW LLC Total					8,030.72
VERIZON WIRELESS	452	9829086776	Genl Govt/Facilities	PW Cell Phones & 2 iPads	56.06
				Julie iPad	31.44
			Public Safety	PW Director iPad	4.73
				PD Chief iPad	31.45
				PD Cell Phones	1,237.03
			Public Works	PW Cell Phones & 2 iPads	779.22
				PW Director iPad	20.38
			Community Development	PW Cell Phones & 2 iPads	36.72
				CDD Director iPad	31.46
				PW Director iPad	6.29
				CDD Cell Phones	415.71
			Council	Council iPads	280.07
			Finance	Finance Director iPad	31.46
			Executive	City Manager iPad	31.46
			Administration	Deputy City Manager iPad	31.46
			Public Works	Street Communication	100.04
			VERIZON WIRELESS Total		
WASHINGTON STATE PATROL	463	119007295	Genl Govt/Facilities	Background Checks - CPL	119.25
WASHINGTON STATE PATROL Total					119.25
WELLS FARGO	1681	201904-2960	Genl Govt/Facilities	Johnson Costco PW Office Supplies-Copy Paper	2.57
				Johnson Costco PW Coffee	2.68
				Johnson Costco Office Chair	195.11
				Johnson WA Vehicle Licensing Report of Sale for Surplus Vehicle	8.75
				Johnson Costco Dixie Cups and Coffe for City Hall	90.04
			Public Works	Johnson Costco PW Office Supplies-Copy Paper	39.69
				Johnson Costco PW Coffee	41.29
			Community Development	Johnson WA Vehicle Licensing Report of Sale for Surplus Vehicle	8.75
				Johnson Anytime World Wide Plans Cabinet-CDD	1,189.52
				Johnson J2 Efax Services Efax for CDD	16.95
		Council	Johnson Association of Washington Conference Registration for We	800.00	
		Finance	Johnson Fuel Bistro Lunch for new employee	46.65	
		201904-4015	Genl Govt/Facilities	Arends Amazon Tads I PHONE case	2.93
				Arends Phonestop fix glass on Tads I Phone	11.61
				Arends Amazon gas can replacment nozzles	2.61
				Arends Hwy 99 Tires Center dismount and mount good used tires	3.05
				Arends Sportabout Hats for PW crew	11.60
			Public Works	Arends Amazon Tads I PHONE case	16.57
				Arends Phonestop fix glass on Tads I Phone	65.80
				Arends Amazon gas can replacment nozzles	40.23
				Arends Hwy 99 Tires Center dismount and mount good used tires	46.97

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

WELLS FARGO	1681	201904-4015	Public Works	Arends Walmart vinegar for weed control	26.40
				Arends Sportabout Hats for PW crew	178.89
		201904-8453	Genl Govt/Facilities	Kast Amazon replacement speakers for computer	2.17
				Kast Potter Webster Co Parts-landscape trailer-use/sales tax	(11.24)
			Public Works	Kast Amazon replacement speakers for computer	14.08
				Kast EB Intertwine Summit Parks Board member training	45.00
				Kast Potter Webster Co Parts-landscape trailer	145.06
			Community Development	Kast Amazon replacement speakers for computer	5.42
		201904-5494	Genl Govt/Facilities	Kipp Instant Imprints Spring Clean-Up	305.42
				Kipp Wal Mart 1SAT-First Saturday Supplies	20.24
				Kipp Costco Spring Clean-Up	276.24
				Kipp Full Source Volunteer Safety Vests	104.88
				Kipp Itunes CH Supplies	14.08
				Kipp Home Goods F2T	137.57
				Kipp Facebook 1SAT-First Saturday Marketing	6.28
				Kipp Amazon CH Supplies	40.60
				Kipp Amazon-1SATFirst Saturday Supplies	57.40
				Kipp Ridgefield Pioneer Spring Clean-Up	3.98
				Kipp Home Goods F2T-Use/Sales Tax	(10.66)
				Kipp Amazon CH Supplies	16.68
				Kipp Craft Warehouse F2T	71.96
				Kipp Ridgefield Hardware 1SAT-Event	25.00
				Kipp Amazon Event supplies	37.93
				Kipp Wal Mart Spring Clean-Up	78.99
				Kipp Ridgefield Pioneer CH Supplies	5.95
				Kipp Amazon Events Supplies	33.59
				Kipp Kristpy Kreme Spring Clean-Up	107.70
				Kipp Lava Java Spring Clean-Up	46.92
			Public Works	Kipp Seasons Coffee Parks Meeting	15.00
			Human Resources	Kipp Walmart Take your kid to work	35.86
				Kipp Ridgefield Pioneer Take your kid to work	10.78
				Kipp Target Take your kid to work	234.76
				Kipp Target Bring Child to Work Day	50.32
				Kipp Costco Wellness	201.71
				Kipp WSUV Events Training	20.00
			Executive	Kipp Amazon Steve S Supplies	33.58
		201904-4056	Genl Govt/Facilities	Ferriss Ridgefield Pioneer 24pk water for City Hall	4.33
				Ferriss Amazon Presentation Pointer for Meetings	62.65
			Council	Ferriss EB Intertwine Summit Intertwine Summit 2019-Darren Wertz	45.00
				Ferriss Parks Foundation Parks Foundation Luncheon-Day	63.24
				Ferriss Parks Foundation Parks Foundation Luncheon-David Taylor	84.22
				Ferriss Brown Paper Tickets CREDC Luncheon-Lee Wells	65.00
				Ferriss Parks Foundation Parks Foundation Luncheon-Darren Wertz	73.73
				Ferriss EB Science to Policy Science Policy Summit-Sandra Day	45.00
				Ferriss Parks Foundation Parks Foundation Luncheon-Ron Onslow	73.73

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

WELLS FARGO	1681	201904-4056	Council	Ferriss Parks Foundation Parks Foundation Luncheon-Lindsay	73.73
				Ferriss GG MCA of Columbia YMCA Good Friday Breakfast-Darren Wer	50.00
			Information Technology	Ferriss Office Depot Adobe Software for Megan Demoss	487.79
			Administration	Ferriss Paypal WA Municipal Clerks Association	75.00
	201904-8764	Genl Govt/Facilities		Knottnerus Amazon Events Supplies	110.71
			Information Technology	Knottnerus Adobe Inc Social Media Marketing	21.66
				Knottnerus TXT Signal Marketing-text to residents	39.00
				Knottnerus Eclincher Social Media Marketing	49.00
		Human Resources		Knottnerus American Airline Luggage Fee-Conference	12.00
				Knottnerus Doubletree Hotels Conference-Lodging	239.02
		Administration		Knottnerus American Airline Luggage Fee-Conference	18.00
				Knottnerus Doubletree Hotels Conference-Lodging	358.52
		201904-9760	Genl Govt/Facilities	Hoots True-ID 10 ID cards for Officers-use/sales tax	(6.13)
				Hoots Parts Madness Refrigerator mother board-use sales tax	(1.11)
			Public Safety	Hoots Amazon Operational Supplies	106.27
				Hoots Ridgefield Pioneer Water for Sgt Oral Board	8.27
	201904-1117	201904-9760		Hoots Costco Food for Sergeant Oral Board	23.97
				Hoots Seasons Coffee Coffee for Sgt Oral Board	8.68
				Hoots Parts Madness Refrigerator mother board	85.63
				Hoots Transunion Back ground investigations	54.20
				Hoots True-ID 10 ID cards for Officers	79.13
			Genl Govt/Facilities	Blehm Amazon City Hall Supplies	94.24
				Blehm Red Lion Hotel for Training-Jeff Pettit	318.84
		Public Safety	Public Works	Blehm Amazon Garden Supplies	10.83
			Community Development	Blehm Icicle Village Resort Hotel for Training-Yonya DeShiell	314.16
		Council	Council	Blehm Association of Washington Conference Registration-Stose	400.00
			Human Resources	Blehm Chucks Produce Take your Child to work day	194.96
		201904-1889		Blehm Fred Meyer Wellness	289.50
				Blehm Lava Java All Hands Meeting	39.10
			Finance	Blehm Silver Cloud Hotel Hotel for Training-Julieta Rubio Romero	271.97
			Executive	Blehm Association of Washington Conference Registration-Stuart	400.00
			Community Development	Stuart Vinnies Pizza CDD Mtg	38.52
				Stuart Sq. Ridgefield Cham Ridgefield Chamber of Commerce Mtg-Ma	15.00
			Council	Stuart Alaska Air Air Transportation-City Business Development C	195.30
				Stuart Farrar's Bistro Mtg re: construction of Royle Road	16.01
		201904-1889		Stuart The Sportsmans Mtg w/City Councilors re:upcoming agendas/	70.46
				Stuart The Sportsmans Ridgefield Main Street Mtg	16.47
				Stuart Cov Parking Paystation Parking-Army Corps of Engineers Re	6.25
				Stuart Black Rock Army Corps of Engineers Regional Listening Ses	6.64
				Stuart Fuel Bistro Mtg re: RORC	22.43
				Stuart Lava Java Mtg re: development of commercial property	6.48
				Stuart End of the Road Grill Mtg re: Development Activity Map	17.36
				Stuart Country Cafe ½ Mtg w/City Councilors re:upcoming agendas/is	147.81
		201904-1889		Stuart Fuel Bistro Mtg w/ Community Development Director	40.60
				Stuart Smart Park Unauthorized Expense-Check Submitted	5.00

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: May 23, 2019

3.1.a

WELLS FARGO	1681	201904-1889	Executive	Stuart Sq. Ridgefield Cham Ridgefield Chamber of Commerce Mtg-St	15.00
				Stuart Adobe Monthly Subscription	16.25
				Stuart El Rancho Viejo Legislative priorities briefing	16.22
				Stuart Clark County Parking Parking-Clark County Correctional Fa	2.50
				Stuart El Rancho Viejo Mtg re:Century Link relocation project	16.82
		201904-8989	Genl Govt/Facilities	Brooks Copquest Uniform Item-Sgt Chevrons-use/sales tax	(2.37)
				Brooks The Columbian Newspaper	9.99
			Public Safety	Brooks Copquest Uniform Item-Sgt Chevrons	30.56
				Brooks Parking Paystation Meeting with Prosecutor	1.85
				Brooks Calibre Press Ferriss Leadership Training	349.00
		201904-7296	Genl Govt/Facilities	Brooks Mcmenamins on the Columbia Gift cards for Lucas and Hockh	150.00
				Rhine Starline Food Market Lunch for Sgt. Test Evaluators	65.47
			Public Safety	Rhine The Home Depot Refrigerator for PD-Use/Sales Tax	(44.30)
				Rhine Costco PD Staff Photo Developing (Lobby Photos)	6.40
				Rhine Costco Office Hygiene Products	18.42
		201904-1133	Genl Govt/Facilities	Rhine The Home Depot Refrigerator for PD	571.70
				Brunson Safeway Coffee	0.55
			Public Works	Brunson Pioneer Feed Storm supplies	53.80
				Brunson Safeway Coffee	8.44
				WELLS FARGO Total	
WILCO FARM STORE	655	703021/6	Public Works	STORM AND PARKS	217.79
WILCO FARM STORE Total					217.79
Grand Total					1,081,025.98

Attachment: May 23 2019 - Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: May 23, 2019
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Minutes from May 9, 2019 Meeting

AGENDA ITEM TITLE:

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

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

Not applicable

RECOMMENDED ACTION OR MOTION:

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

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 05-09-2019 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
May 9, 2019

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM

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

ROLL CALL

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

LATE CHANGES TO THE AGENDA

NEW EMPLOYEE INTRODUCTION - LOUISA GARBO AND MEGAN DEMOSS

PUBLIC COMMENT - [6:32 PM](#)

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED

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

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from April 25, 2019 Meeting**

PROCLAMATION - [6:35 PM](#)

National Police Week

PRESENTATION

- 1. Salary Commission Update - Clyde Burkle, Chair - [6:43 PM](#)**
- 2. First Quarter 2019 Financial Report**

PUBLIC HEARING/BUSINESS

Attachment: 05-09-2019 (Approval of Minutes)

1. Public Hearing and First Reading of Ordinance No. 1291 – Ridgefield Development Code Addition - Binding Site Plan - Steve Stuart, City Manager

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

Mayor Opened the Public Hearing: 7:07PM

No testimony received.

Mayor Closed the Public Hearing: 7:07PM

PUBLIC COMMENT - [7:07 PM](#)

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council - [7:08 PM](#)

Council Member Onslow - Attended State auditor entrance interview.

Council Member Taylor - Attended City Manager briefing, joint meeting with the Port of Ridgefield and Ridgefield School District.

Council Member Wells - Attended Clark County Council meeting.

Council Member Wertz - Attended intertwine alliance meeting, Washington uniform common interest ownership act meeting.

Council Member Lindsay - Attended Ridgefield High School career day.

Council Member Day - Attended joint meeting with the Port of Ridgefield and Ridgefield School District, Clark County council meeting, Planning Commission and City Council development project tour, Parks Board meeting.

Mayor

Attended Sunset Ridge intermediate school 6th grade science class, First Saturday was another great event.

City Manager

City Manager Steve Stuart - Planning Commission and City Council development tour update, Ridgefield Junction Neighborhood Association meeting is Monday, May 13.

Finance Director Kirk Johnson - State Auditor update provided.

Public Works Director Bryan Kast - Engineer in training position update provided.

Deputy City Manager Lee Knottnerus - Welcome bags program update.

EXECUTIVE SESSION - CITY MANAGER PERFORMANCE EVALUATION PURSUANT TO RCW 42.30.110(1)(G)

7:30PM - Mayor Stose announced that City Council will enter into Executive Session to discussion City Manager performance evaluation pursuant to RCW 42.30.110(1)(g) for approximately 1 hour and action will be taken.

Attendance: City Council, Lloyd Halverson (Senior Advisor with Washington City/County Management Association).

8:16PM - City Manager Steve Stuart entered the executive session.

8:26PM - City Council meeting back in session.

MOTION: Council Member Lindsay moved to raise City Manager's annual salary to \$170,000 with a bonus of \$10,000.

SECOND: Council Member Taylor.

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

Vote - No: None.

Motion Passed.

ADJOURN - [8:30 PM](#)

Julie Ferriss, City Clerk

Don Stose, Mayor

Attachment: 05-09-2019 (Approval of Minutes)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: May 23, 2019

ITEM: BUSINESS

AGENDA ITEM TITLE: AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON
ADDING Chapters Within Title 18 of the Ridgefield Municipal
Code ADDING CHAPTER 18.550 (BINDING SITE PLAN).

PREVIOUS COUNCIL ACTION TAKEN:

First reading and Public Hearing held before City Council on May 9, 2019.

SUMMARY/BACKGROUND:

The City is proposing an addition to the Ridgefield Development Code establishing a binding site plan process.

The binding site plan is an alternative procedure of land division established under RCW 58.17.035 and intended to promote orderly and efficient development. The division of property by the binding site plan process may be used only for a) the division of land for the sale or lease of commercial, industrial, or other non-residentially zoned property; or b) the division of land involving improvements constructed or to be constructed that will be one or more condominiums or owned by an associated or other legal entity.

The binding site plan process is substantially similar to the short plat process, with certain exceptions intended to facilitate efficient commercial and industrial development. There is not a limit on the total number of lots created using a binding site plan. In addition, binding site plans may be amended using a Type I process to allow flexible phased development.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

Staff recommends Council adopt Ordinance No. 1291 by making the following motion:

“I move to adopt Ordinance No. 1291, as presented.”

STAFF CONTACT: Claire Lust, Associate Planner

ATTACHMENTS: RDC 18.550 Binding Site Plan proposed code (DOC)

ORDINANCE NO. 1291**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON ADDING CHAPTERS WITHIN TITLE 18 OF THE RIDGEFIELD MUNICIPAL CODE ADDING CHAPTER 18.550 (BINDING SITE PLAN).**

WHEREAS, the City of Ridgefield, located in Clark County, Washington, is required to plan under the Growth Management Act (GMA), Revised Code of Washington (RCW) Chapter 36.70A; and

WHEREAS, Ridgefield adopted the Ridgefield Urban Area Comprehensive Plan (RUACP), as amended, consistent with the GMA; and

WHEREAS, RCW 36.70A.040 and WAC 367-195-800 require jurisdictions planning under the GMA to adopt development regulations that are consistent with the adopted Comprehensive Plan and which implement the Comprehensive Plan policies goals and policies; and

WHEREAS, Title 18 of the Ridgefield Municipal Code (RMC) was established in 1995 by Ordinance 676 and amended thereafter, and is intended to implement the Ridgefield Comprehensive Plan; and

WHEREAS, the Ridgefield City Council passed additional resolutions after this time period that revised the development regulations, including Ordinance Nos. 1072, 1108, 1132, 1178, 1230, 1232, 1234, 1253, 1260, 1271, and 1290; and

WHEREAS, the Ridgefield Planning Commission, after conducting public meetings and public hearings on the additions to Title 18 on May 1, 2019, forwarded recommendations to amend Title 18 to the City Council; and

WHEREAS, the City of Ridgefield submitted notice of the proposed additions to the Washington State Department of Commerce on April 26, 2019 consistent with RCW 36.70A; and

WHEREAS, consistent with WAC 197-11-340(2), on April 30, 2019 the City of Ridgefield issued a Determination of Non-significance regarding the proposed Ridgefield Development Code addition; and,

WHEREAS, the public comment period expired on May 14, 2019 and the City addressed all comments received; and,

WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the amendments to Title 18 during a regularly scheduled City Council meeting held on May 9, 2019; and

WHEREAS, the Ridgefield City Council conducted a second ordinance reading on the proposed amendments to Title 18 during a regularly scheduled meeting held on May 23, 2019; and

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

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to adopt amendments to Title 18 to ensure that the City's development and zoning regulations continue to implement the Ridgefield Urban Area Comprehensive Plan.

Section 2. Amendments of Title 18 of the Ridgefield Municipal Code. The Ridgefield City Council hereby adds certain Chapters to Title 18 set forth below in the manner set forth in Exhibit A, attached hereto and incorporated by this reference:

Adds Title 18, Chapters: 18.550, Binding Site Plan.

Section 3. Compliance with RCW 36.70A.130. The City of Ridgefield has met its obligations under RCW 36.70A.130 and finds no additional compliance actions are necessary.

Section 4. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, zoning district names, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

Section 6. Applicability. This ordinance shall be applied in the current city limits and City of Ridgefield Urban Growth Area (UGA) as adopted by the Clark County Board of County Commissioners and the subsequent acceptance by the Ridgefield City Council.

Section 7. Effective Date. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 23rd DAY OF MAY, 2019.

Don Stose, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss,
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: May 9, 2019

Second Reading/Passage: May 23, 2019

Date of Publication:

Effective Date:

EXHIBIT A:

Addition to Title 18 of the Ridgefield Municipal Code

CHAPTER 18.550 - BINDING SITE PLAN

18.550.010 – Purpose and applicability.

- A. The purpose of the Binding Site Plan is to establish an alternative procedure of land division in lieu of other provisions of Title 18. The intent of the binding site plan process is to promote orderly and efficient community growth consistent with the provisions of RCW 58.17.035. The division of property by the binding site plan process may only be used for the following:
 - 1. Division of land for the sale or lease of commercial, industrial or other non-residentially zoned property; or
 - 2. The division of land involving improvements constructed or to be constructed that will be one or more condominiums or owned by an association or other legal entity.
- B. Binding Site Plans will not be approved unless appropriate provisions and dedications of public rights-of-way, utilities, and easements are made to meet infrastructure provisions per City standards. The City may require a development agreement to be in place for the property for future development.
- C. Administration and application.
 - 1. Pre-application review is required prior to preliminary binding site plan submittal.
 - 2. Preliminary binding site plans shall be reviewed under a Type II review consistent with RDC 18.310.070.
 - 3. Final binding site plans shall be reviewed under a Type I review consistent with RDC 18.310.060.

18.550.020 – Preliminary binding site plan application.

- A. An application for a binding site plan may be made by an owner or owners of land, or by an authorized agent of an owner or owners.
- B. The applicant shall submit one original copy of all application materials and electronic copies of all materials. The application shall contain the following:
 - 1. The entire lot or parcel constituting the applicants land;
 - 2. Proposed name of the binding site plan (if any);
 - 3. Accurate and complete legal description of the proposed binding site plan;
 - 4. Scale, north arrow and date;
 - 5. Boundary lines based upon a recent land survey of the land proposed to be divided and boundary lines of all proposed lots and streets;
 - 6. Location and size of water and sewer lines utility easements; and drainage system proposed to serve the lots within the proposed binding site plan and their point of connections with existing services;
 - 7. Location, size, purpose and nature of existing roads, streets, rights-of-way, and easements adjacent to, or across, the land;
 - 8. Location of any streets, rights-of-way or easements proposed to serve the lots within the proposed binding site plan with a clear designation of their size, purpose and nature;
 - 9. Parcels of land intended or required to be dedicated for streets, open space, or other public purposes;
 - 10. Contour lines at two-foot elevation intervals for slopes less than 25 percent and five-foot elevation intervals for slopes equal to or more than twenty-five percent;
 - 11. Accurate mapping of critical areas, including wetlands, stream corridors, slopes of fifteen to twenty-four percent, slopes of twenty-five percent and greater, floodplains and slope hazard areas;

12. Name, mailing address and telephone number owner and/or developer and/or preparer of information;
13. Environmental checklist, if required by RDC 18.810;
14. Names and addresses of adjacent land owners shown on the records of the Clark County assessor located within three hundred feet of any portion of the boundary of the binding site plan;
15. Modifications or variations requested, if any; and
16. Copy of the binding site plan reduced to fit on eight and one-half by eleven-inch paper.

18.550.030 – Preliminary binding site plan approval criteria.

- A. The review authority shall approve a preliminary binding site plan if he or she finds that the following standards are satisfied by the proposed binding site plan:
 1. The binding site plan conforms with the provision of Title 18, including the zoning district standards in which the binding site plan is located;
 2. The binding site plan conforms with the RUACP;
 3. The binding site plan conforms with the binding site plan requirements of RDC 18.550;
 4. The binding site plan conforms with all design and improvement requirements applicable to standard subdivisions, as specified in RDC 18.630 and the City of Ridgefield Engineering Standards for Public Works, including but not limited to, appropriate provisions for:
 - a. Public health, safety and welfare.
 - b. Open spaces, parks and recreation, and playgrounds.
 - c. Drainage systems for stormwater retention and detention.
 - d. Streets, sidewalks, alleys and other public ways, transit stops, and other features that assure safe walking conditions for students.
 - e. Potable water supplies, and
 - f. Sanitary waste disposal.
 5. Unbuildable portions of a preliminary binding site plan lot are protected from development through conservation easements, dedications, or other appropriate means approved by the City.
 6. Based upon subsections (A)(1) through (A)(5) of this section, that the public use and interest will be served and not burdened.

18.550.040 – Final binding site plan application.

- A. An applicant may file for a final binding site plan within five years of the date of approval of the preliminary binding site plan.
- B. An applicant for a final binding site plan shall submit to the City the requisite fee and the following information:
 1. The binding site plan, including the following:
 - a. The entire lot or parcel constituting the applicant's land;
 - b. Binding site plan name (if any);
 - c. North arrow and scale;
 - d. The taxation parcel number or numbers as assigned to the land proposed to be divided by the Clark County assessor;

- e. The names or recording numbers of any contiguous subdivisions, short subdivisions, or binding site plans;
- f. Lot corners and lines marking the division of the land;
- g. Location, size, purpose and nature of existing roads, streets, rights-of-way, and easements adjacent to, or across, the land;
- h. Location of any roads, rights-of-way, or easements proposed to serve the lots within the binding site plan with a clear designation of their size, purpose and nature, as well as street names;
- i. Tracts (if any) and the purpose of each;
- j. The acknowledged signatures of all fee simple owners and other parties having interest in the lands being subdivided as enumerated in subsections (ii)(A) and (B) below, as well as the acknowledged signatures of all owners of property over which access or utility easements pass unless such easements are previously or simultaneously recorded by separate instrument in the county auditor's office, certifying the following:
 - i. In case of a binding site plan not containing a dedication:
 - (A) A full and correct legal description of the land to be divided as it appears on the binding site plan;
 - (B) A statement of free consent in substantially the following form, the reference to easements to be omitted where not applicable:

Know all men by these presents that: _____ are the fee simple owners of the land hereon described; have with their free consent and in accordance with their desires caused the same to be surveyed and divided through a binding site plan process as shown hereon and do hereby grant and reserve the easements as shown hereon for the uses indicated hereon.

(Name)

(Name)

ii. In the case of a binding site plan containing a dedication or easement:

- (A) A full and correct legal description of the land to be divided as it appears on the binding site plan;
- (B) A statement of free consent and waiver of claims for damages in substantially the following form:

DEDICATION AND WAIVER OF CLAIMS

Know all men by these presents that are the owners and all other parties having any interest in the land hereon described have with their free consent and in accordance with their desires caused the same to be surveyed and divided through a binding site plan process as shown hereon do hereby dedicate those roads, rights-of-way or easements shown a public dedications hereon to the use of the public; do hereby waive on behalf of themselves and their successors in interest all claims for damages against the City of Ridgefield and any other governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said dedicated roads and/or rights-of-way and do hereby grant and reserve the easements as shown hereon for the uses indicated.

(Name)

(Name)

iii. If an offer of dedication includes, or is required to include, a waiver of direct access to any street from any property, the appropriate certificate shall additionally recite said waiver;

k. A certificate by a surveyor certifying to the accuracy of the survey and binding site plan in substantially the following form:

I, _____, Professional Land Surveyor, do hereby certify that the binding site plan as shown is based upon an actual survey in accordance with the requirements of the Survey Recording Act, that the distances, courses and angles are shown hereon correctly, and that the monuments and lot corners have been set on the ground as shown hereon.

(Surveyor's Signature, seal and number):

I. Signature blocks for the:

i. City engineer;

ii. Public works director;

iii. Community development director;

iv. Mayor;

v. County auditor; and

vi. County assessor.

18.550.050 – Final binding site plan approval criteria.

A. The review authority shall approve a final binding site plan if they find:

1. It complies with the decision approving the preliminary binding site plan;
2. The applicant has fulfilled all conditions of approval of the preliminary binding site plan and the requirements of this title; and
3. The binding site plan application complies with the submittal requirements of RDC 18.550.040.

18.550.060 – Roads and rights-of-way.

A. The City Engineer will review each application to determine if there is or may be a need for public access through or abutting a proposed binding site plan. If such a need does or may exist, they may recommend that any approval be conditioned upon the dedication of right-of-way and the construction of needed streets to city standards. If the proposed binding site plan abuts an existing right-of-way, the City Engineer may recommend that additional right-of-way be dedicated to obtain one-half the required width of the street as established by any street plan and that the right-of-way be improved to city standards.

18.550.070 – Allowance of bond for public improvements in lieu of actual construction of improvements prior to approval of final binding site plan.

A. The applicant may, as an alternative to actual construction of required public improvements, provide a surety bond or other secure method providing for and securing to the city the actual cost of construction of required public improvements within a specified period of time and expressed in the bond or other method of security. Any bond or other method of security shall specify the improvements covered and the schedule for completion.

- B. The bond or other method of security shall be subject to approval by the city engineer prior to approval of the final binding site plan by the administrator. In no case shall the amount of the bond or other method of security be less than one hundred twenty percent of the actual estimated cost of the improvements.
- C. All improvements to be privately improved and maintained must be fully constructed prior to approval of the final binding site plan.
- D. The applicant shall provide the city with a maintenance bond with a two-year term valued at twenty percent of the actual construction costs, subject to review and approval by the director of public works.

18.550.080 - Recording.

- A. All approved binding site plans shall be filed for record in the office of the Clark County Auditor. The applicant shall be responsible for payment of all filing fees. The lots, parcels, or tracts created through this procedure are legal lots of record. All provisions, conditions, and limitations on the binding site plan are binding on the owner, purchaser, or any other person acquiring a lease or other interest of any lot, parcel, or tract created pursuant to the binding site plan. Any sale, transfer, or lease of any lot, tract, or parcel created pursuant to the binding site plan, without a binding site plan approval, is a violation of RCW 58.17 and this Title and shall be restrained by injunctive action and be illegal as provided in RCW 58.17.

18.550.090 - Alteration.

- A. When any person desires the alteration of an approved binding site plan or portion thereof, an application shall be filed with the City on forms provided by the City. The application must include the signatures of a majority of the owners of the lots, tracts, parcels, sites or divisions in the division or portion to be altered and include a list of all owners within the division. If the division is subject to restrictive covenants, which were filed at the time of the approval of the division and the alteration would result in the violation of a covenant, the application must be signed by all parties subject to the covenants. The alteration procedure is as follows:
 1. Upon receipt of a completed application, the Administrator shall notify all owners of property within the binding site plan.
 2. Any proposed modification which would amend conditions established administratively shall be circulated to affected agencies for review and comment. An amended decision or amended conditions of approval may be required based on comments received from affected agencies.
 3. The Administrator may review the proposed alteration using a Type I process if it is determined that the proposed modification would not have a substantial impact on adjacent properties or conditions of approval, or if the Administrator determines that the public use and interest will be served by the alteration. This process shall not apply to amending site plans or conditions thereof established by a hearing body that would constitute a change of condition.

18.550.100 - Vacation.

- A. A binding site plan may be vacated in accordance with RDC 18.620.150 and RDC 18.620.160.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: May 23, 2019

ITEM: PUBLIC HEARING/BUSINESS

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

GOVERNING LEGISLATION:

RCW 36.70B.170

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

S. 56th Place has an estimated TIF share of \$320,000 and S 1st Circle has an estimated TIF share of \$1,720,000

RECOMMENDED ACTION OR MOTION:

None. Second reading of this ordinance is scheduled with City Council on June 13, 2019.

STAFF CONTACT: Bryan Kast, Public Works Director

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

ORDINANCE NO. 1293

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor, Don Stose

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

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

MAIL TAX STATEMENTS TO:

N/A

AFTER RECORDING RETURN TO:

City of Ridgefield

Attn: Steve Stuart

230 Pioneer St./PO Box 608

Ridgefield, WA 98642-0608

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

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

GRANTEE: CITY OF RIDGEFIELD, WASHINGTON

ABBREVIATED LEGAL DESC: LOT 1 SP3-384 2.48A

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

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

REFERENCE NUMBER OF
RELATED DOCUMENTS: N/A

DEVELOPMENT AGREEMENT

Effective Date: June 13, 2019

PARTIES:

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

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

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

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

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

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

AUTHORITIES

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

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

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

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

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

RECITALS

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

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. RESPONSIBILITIES

1.1) TVC

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

2.1) CITY

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signatures appear on the following pages.

The Vancouver Clinic –

By:
Its:

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

Signature

Title

My appointment expires _____

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

CITY OF RIDGEFIELD –

By: _____

Its: _____

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

Signature

Title

My appointment expires _____

Approved as to form:

City Counsel

Page 9 - DEVELOPMENT AGREEMENT

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

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT BLegal Description of Area ConveyedMacKay  Sposito

16800LD1B

10/26/18

ADC

VANCOUVER OFFICE

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

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

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

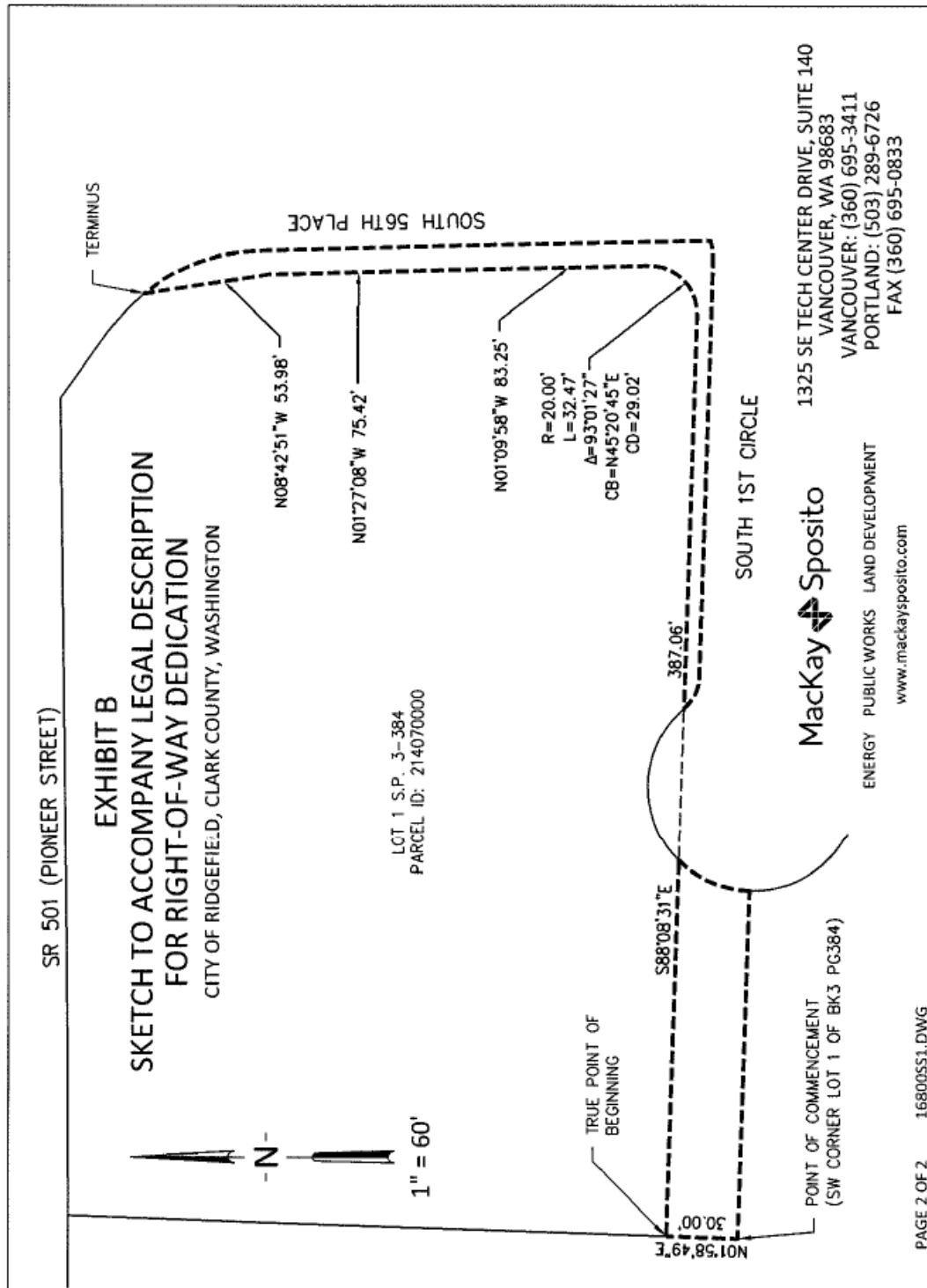
EXCEPT ANY PORTION LYING WITHIN THE PUBLIC RIGHT-OF-WAY.



PAGE 1 OF 2

EXHIBIT C

Depiction of Area Conveyed



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: May 23, 2019

ITEM: PUBLIC HEARING/BUSINESS

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

GOVERNING LEGISLATION:

RCW 36.70B.170

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

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

RECOMMENDED ACTION OR MOTION:

None. Second reading of this ordinance is scheduled with City Council on June 13, 2019.

STAFF CONTACT: Bryan Kast, Public Works Director

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

ORDINANCE NO. 1294

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT WITH LEE WELLS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor, Don Stose

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

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

MAIL TAX STATEMENTS TO:

N/A

AFTER RECORDING RETURN TO:

City of Ridgefield

Attn: Steve Stuart

230 Pioneer St./PO Box 608

Ridgefield, WA 98642-0608

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): Lee Wells;

GRANTEE: CITY OF RIDGEFIELD, WASHINGTON

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

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

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

REFERENCE NUMBER OF
RELATED DOCUMENTS: N/A

DEVELOPMENT AGREEMENT

Effective Date: June 13, 2019

PARTIES:

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

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

Lee Wells
CITY OF RIDGEFIELD

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

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

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

AUTHORITIES

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

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

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

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

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

RECITALS

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

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. RESPONSIBILITIES

1.1) WELLS.

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

2.1) CITY.

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

3.1 Joint Agreements.

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

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

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

breach or a waiver of this clause.

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

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

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

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

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

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

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

City:

With a copy to:

P45, LLC:

Page 6 - DEVELOPMENT AGREEMENT

C
i
t
y
o
f
R
i
d
g
e
f
i
e
l
d
A
t
t
n
:
S
t
e
v
e
S
t
u
a
r
t
2
3
0
P
i
o
n
e
e
r
S
t
.

Janean Parker
Law Office of Janean Z. Parker
PO Box 298
Adna, WA 98522

Lee Wells

PO Box 608
Ridgefield, WA 98642-0608

Page 7 - DEVELOPMENT AGREEMENT

Attachment: Wells Development Agreement FINAL (Development Agreement - S. Wells Drive)

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

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

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

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

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

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

Signatures appear on the following pages.

Lee Wells –

By:
Its:

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

Signature

Title
My appointment expires _____

Attachment: Wells Development Agreement FINAL (Development Agreement - S. Wells Drive)

CITY OF RIDGEFIELD –

By:
Its:

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

Signature

Title
My appointment expires _____

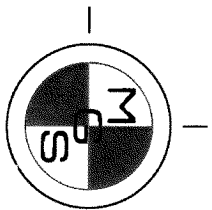
Approved as to form:

City Counsel

Page 10 - DEVELOPMENT AGREEMENT

Attachment: Wells Development Agreement FINAL (Development Agreement - S. Wells Drive)

EXHIBIT A – LEGAL DESCRIPTION



**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*

June 28, 2018

EXHIBIT “A”

RIGHT-OF-WAY DEDICATION:

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

Beginning at the Northeast corner of said Northwest quarter;

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

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

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

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

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

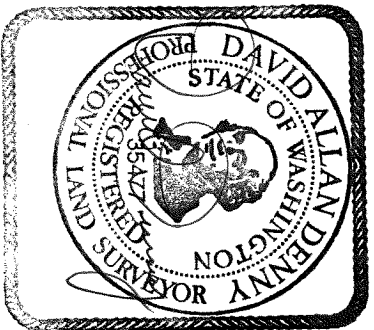
Thence along the arc of a 440.00 radius non-tangent curve to the left through a central angle of $41^{\circ}57'02''$ for an arc distance of 322.16 feet, the long chord which bears North $54^{\circ}43'11''$ East 315.01 feet;

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

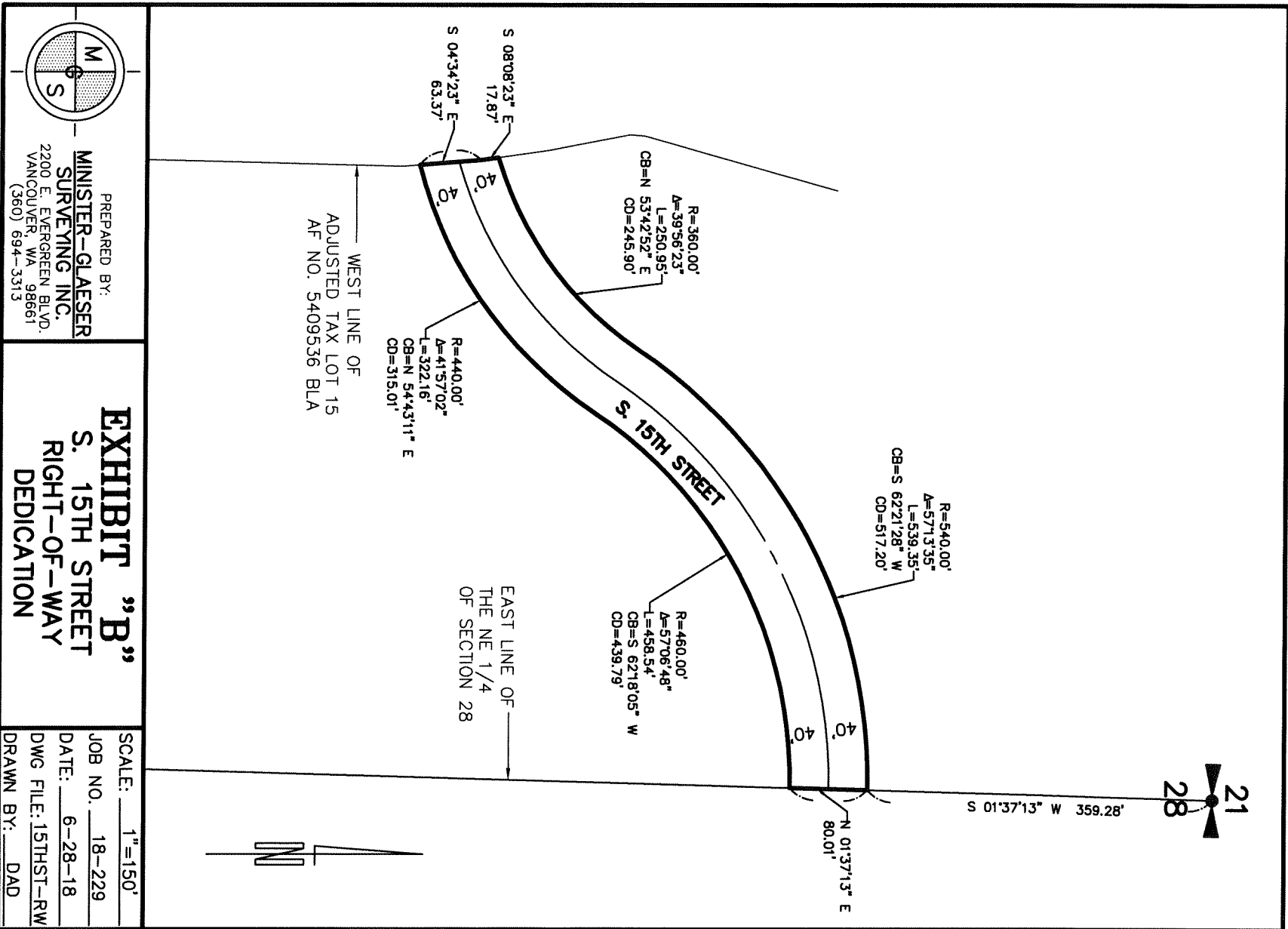
Thence North $01^{\circ}37'13''$ East, along said East line 80.01 feet, to the TRUE POINT OF BEGINNING;

Containing 1.44 acres more or less.

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



6-28-18



PREPARED BY:
MINISTER-GLAESER
SURVEYING INC.
 2200 E. EVERGREEN BLVD.
 VANCOUVER, WA 98661
 (360) 694-3313

EXHIBIT "B" **S. 15TH STREET** **RIGHT-OF-WAY** **DEDICATION**

SCALE: 1"=150'
 JOB NO. 18-229
 DATE: 6-28-18
 DWG FILE: 15THST-RW
 DRAWN BY: DAD

6.2.b
ped report

ped Name: S 15TH ST

Starting Coordinates: Northing 179620.28, Easting 1092195.39

Packet Pg. 61

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

Ending Coordinates: Northing 179620.29, Easting 1092195.40

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