



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, April 28, 2022
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

- I. CITY COUNCIL APPOINTMENT INTERVIEWS - 4:30 P.M.**
- II. EXECUTIVE SESSION PURSUANT TO RCW 42.30.110(1)(G) - 6:00P.M.**
- III. GENERAL SESSION CALL TO ORDER - 6:30 PM**
 - 1. Flag Salute**
 - 2. Roll Call**
 - 3. Late changes to the agenda**
- IV. DELIBERATION AND SELECTION OF POSITION NO. 4**
 - 1. Oath of Office - City Council Position No. 4, Julie Ferriss, City Clerk**
- V. INTRODUCTION AND OATH OF OFFICE FOR OFFICER KEATING - CHIEF BROOKS**
- VI. PUBLIC COMMENT**

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

- VII. CONSENT AGENDA**
 - 1. Approval of Claims And/Or Payroll**
 - 2. Approval of Minutes from the April 14, 2022 Meeting**
- VIII. PRESENTATION**
 - 1. Refuge Park Master Plan - Brenda Howell, Interim Public Works Director**
- IX. BUSINESS**
 - 1. Motion - Approval of Private Crossing Agreement Between the City of Ridgefield and BNSF - Steve Stuart, City Manager**
 - 2. Second Reading of Ordinance No. 1364 – Kemper Grove Development Agreement - Steve Stuart, City Manager**
- X. 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.
- XI. COUNCIL/PRESIDING OFFICER/STAFF REPORTS**

1. Council
2. Mayor
3. City Manager

XII. 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: April 28, 2022
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

ACTION OR MOTION:

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

“I move to approve the consent agenda as presented”

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS: April 28, 2022 Claims Report (PDF)

City of Ridgefield

Claims Payment Report

For Approval on:

April 28, 2022

7.1.a

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ARAMARK UNIFORM SERVICES	32	529000252095	Genl Govt/Facilities	PW Shop Floor Mats/Uniforms	2.74
			Public Works	PW Shop Floor Mats/Uniforms	43.62
		529000256459	Genl Govt/Facilities	PW Ops Floor Mats	1.24
			Public Works	PW Ops Floor Mats	19.40
		529000256482	Genl Govt/Facilities	PW Shop Floor Mats/Uniforms	2.74
			Public Works	PW Shop Floor Mats/Uniforms	43.62
		529000256471	Genl Govt/Facilities	RACC Floor Mats	2.07
				City Hall Floor Mats	7.11
			Public Safety	PD Floor Mats	4.47
		529000252053	Community Development	RACC Floor Mats	5.78
			Genl Govt/Facilities	PW Ops Floor Mats	1.24
			Public Works	PW Ops Floor Mats	16.38
			PW Floor Mats - 109 W Division	0.41	
		Community Development	PW Floor Mats - 109 W Division	2.61	
		ARAMARK UNIFORM SERVICES Total			
BLUEFIN PAYMENT SYSTEMS - EPAY	2827	2827-20220428	Public Works	Customer Web Payments - March 2022	3,967.52
BLUEFIN PAYMENT SYSTEMS - EPAY Total					3,967.52
BUILDER SERVICES GROUP INC	3748	65578998	Genl Govt/Facilities	CH Crawl Floor Insulation	2,899.70
BUILDER SERVICES GROUP INC Total					2,899.70
Carr Christa	UB*00747	(blank)	Genl Govt/Facilities	Refund Check 013611-000 116 S 32nd Pl	72.56
Carr Christa Total					72.56
CFM STRATEGIC COMMUNICATIONS INC.	2551	26542	Genl Govt/Facilities	Lobbyist - March 2022	5,200.00
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00
CITY OF BATTLE GROUND	92	INV00381	Judicial	Court Costs/Public Defender - March 2022	18,233.42
CITY OF BATTLE GROUND Total					18,233.42
CLARK COUNTY	102	CI038597	Judicial	Q1.2022 LTD Jurisdiction Services	280.00
CLARK COUNTY Total					280.00
CLARK COUNTY TREASURERS OFFICE	554	SIF202203	Genl Govt/Facilities	School Impact Fees	502,296.30
CLARK COUNTY TREASURERS OFFICE Total					502,296.30
CLARK PUBLIC UTILITIES	3619	23121551	Public Works	S Royle Rd - S 15th to S 19th St - OH Line Stabilization	9,813.37
CLARK PUBLIC UTILITIES Total					9,813.37
CLARK PUBLIC UTILITIES - EPAY	110	7559-485-202203	Genl Govt/Facilities	487 S 56th Pl.	73.66
				230 Pioneer Ave	222.39
			Public Safety	116 N Main Avenue	259.20
				Public Works	City Park/Water Well
				Overlook Park - Electricity	122.73
				N 35th Ave and Pioneer St	60.87
				N Abrams Park/E Division	193.00
				535 N Abrams Park Rd.	46.54
				512 N Allen Dr - Electricity	26.83
				SR/Pioneer St & S 56 PL	105.67
				800 NE 264 St Intertie 1 - Water	607.17
				214 S Riverview Dr	87.56
				109 W Division St - Electricity	193.00

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CLARK PUBLIC UTILITIES - EPAY	110	7559-485-202203	Public Works	487 S 56th Pl.	967.51		
				Traffic Signal - Hillhurst/Royal Rd.	54.74		
				337 S Royal Rd.	135.79		
				3701 N 3rd Cir - Electricity	26.99		
				400 N Abrams Park Rd	941.29		
				SR/Pioneer ST & S 65 AVE	60.87		
				911 N 65th Ave Intertie 2 - Water	93.49		
				2300 N 3rd Way Bellwood Trail Lights	36.87		
				N 1st Cir & N 65th Ave - Park & Ride	69.03		
				Municipal Lighting Lease	8,524.51		
				255 S 56th Pl - Electricity	2,383.96		
				1504 NW Intertie 3 - Water	670.25		
				Pioneer St. & Gee Creek Loop - Electricity	27.07		
				Heron Dr. & Lark Dr	46.91		
			Community Development	487 S 56th Pl.	154.15		
			Public Works	487 S 56th Pl.	24.27		
CLARK PUBLIC UTILITIES - EPAY Total					19,092.44		
CLARK REGIONAL WASTEWATER DISTRICT - EPAY	741	032842-000-202203	Genl Govt/Facilities	487 S 56th Pl	3.98		
			Public Works	487 S 56th Pl	52.38		
		032695-000-202203	Community Development	487 S 56th Pl	8.35		
			Public Works	487 S 56th Pl	1.32		
		032752-000-202203	Genl Govt/Facilities	109 W Division WWTP - CRWWD Portion - Sewer	75.47		
			Public Works	109 W Division WWTP - Sewer	75.47		
		032899-000-202203	Genl Govt/Facilities	230 Pioneer St City Hall - Sewer	70.75		
		035480-000-202203	Public Works	Abrams Park Former Mgr House - Sewer	47.76		
		032712-000-202203	Public Safety	116 N Main Ave PD - Sewer	47.76		
		032664-000-202203	Public Works	301 N 3RD AVE - SEWER	52.47		
		032895-000-202203	Public Works	Abrams Park Restrooms - Sewer	80.77		
		032894-000-202203	Public Works	Abrams Park Kitchen - Sewer	43.04		
		CLARK REGIONAL WASTEWATER DISTRICT - EPAY Total					597.84
		COLUMBIAN PUBLISHING	116	35472	Community Development	Notice of Type II Land Use PLZ-22-0032	90.00
35179	Community Development			Kemper Grove Development Agreement	64.80		
COLUMBIAN PUBLISHING Total					154.80		
COMCAST - EPAY	2271	2271-202203-230	Genl Govt/Facilities	Internet Services - CH	473.28		
			Genl Govt/Facilities	PW Shop Communications	28.58		
		2271-202204-109	Public Works	PW Shop Communications	385.22		
			Community Development	PW Shop Communications	59.87		
		2271-202204-116	Public Safety	PD Communications	349.63		
		2271-202203-510	Genl Govt/Facilities	RACC Communications	104.35		
			Community Development	RACC Communications	292.18		
COMCAST - EPAY Total					1,693.11		
COMCAST BUSINESS - EPAY	1666	144082692	Genl Govt/Facilities	PW Ops - Communications	92.37		
			Public Works	PW Ops - Communications	1,245.90		
			Community Development	PW Ops - Communications	193.63		
		142435086	Genl Govt/Facilities	Internet Services - CH	380.00		
COMCAST BUSINESS - EPAY Total					1,911.90		
CT PUBLISHING LLC	3752	37276	Genl Govt/Facilities	Downtown Ridgefield Ad	650.00		

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CT PUBLISHING LLC Total					650.00
DAN'S TRACTOR	134	993626	Public Works	Parks Mower Maintenance	131.17
		993611	Public Works	Parks Mower Maintenance	300.29
DAN'S TRACTOR Total					431.46
DEPARTMENT OF LICENSING - EPAY	154	56226724	Genl Govt/Facilities	Driving Records	7.06
			Public Safety	Driving Records	117.00
			Public Works	Driving Records	173.15
			Community Development	Driving Records	53.79
		RG0000917-2022	Genl Govt/Facilities	CPL Fees - Foral	18.00
		RG0000923-2022	Genl Govt/Facilities	CPL Fees - Plumb	18.00
		RG0000924-2022	Genl Govt/Facilities	CPL Fees - Jones	21.00
		RG0000918-2022	Genl Govt/Facilities	CPL Fees - Krebsner	18.00
		RG0000921-2022	Genl Govt/Facilities	CPL Fees - Ballar	18.00
		5678703	Public Safety	Driving Records	52.00
		RG0000919-2022	Genl Govt/Facilities	CPL Fees - McKeon	18.00
		RG0000925-2022	Genl Govt/Facilities	CPL Fees - Ilyushchenko	18.00
		RG0000922-2022	Genl Govt/Facilities	CPL Fees - Plumb	18.00
DEPARTMENT OF LICENSING - EPAY Total					550.00
DICK'S TIRE FACTORY	158	D25218	Public Safety	2014 Explorer Oil Change 63636D	52.53
		D25471	Public Safety	Flat Tire Repair - T King	23.00
		D24991	Public Safety	2014 Explorer Oil Change 55290D	48.25
DICK'S TIRE FACTORY Total					123.78
DOWL LLC	3731	2432.14846.01-3	Public Works	Refuge Park Master Plan - March 2022	8,912.50
		2432.14846.01-2	Public Works	Refuge Park Master Plan - February 2022	5,588.75
DOWL LLC Total					14,501.25
FERGUSON ENTERPRISES INC # 8423	181	1015249-1	Genl Govt/Facilities	Water Meters	(637.95)
			Public Works	Water Meters	8,232.54
		CM136006	Genl Govt/Facilities	Returned Water Meter	134.06
			Public Works	Returned Water Meter	(1,730.06)
FERGUSON ENTERPRISES INC # 8423 Total					5,998.59
GISI MARKETING GROUP	2811	264705	Genl Govt/Facilities	Spring Clean Up Flyers	2,004.88
GISI MARKETING GROUP Total					2,004.88
GROVER ELECTRIC AND PLUMBING	210	HB57365	Public Safety	PD Facility Water Faucet	63.33
GROVER ELECTRIC AND PLUMBING Total					63.33
GSI WATER SOLUTIONS INC.	2971	00727.001-39	Public Works	Hydrological Study	2,307.50
GSI WATER SOLUTIONS INC. Total					2,307.50
HARRY L STERNS INC	3428	145398	Public Works	Quote 21-58206-1 - 1"x42" Anchor Bolt Set of 4. Price includes W	1,056.90
HARRY L STERNS INC Total					1,056.90
HARRY'S LAWN AND POWER EQUIPMENT	214	219126	Public Works	Park Supplies	30.86
		219505	Public Works	Streets/Parks Chainsaw & Chains	391.67
		218319	Public Works	Storm Water Brushcutter	590.23
		218318	Public Works	Storm Water Supplies	95.98
		219504	Public Works	Parks Supplies	211.74
HARRY'S LAWN AND POWER EQUIPMENT Total					1,320.48
Hoffman Michael & Debra	UB*00741	(blank)	Genl Govt/Facilities	Refund Check 008224-000 1836 S Taverner Dr	34.59
Hoffman Michael & Debra Total					34.59
HONEY BUCKETS	223	552686407	Genl Govt/Facilities	(blank)	19.51
			Public Works	(blank)	262.66

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HONEY BUCKETS	223	552686407	Community Development	(blank)	40.83
HONEY BUCKETS Total					323.00
HUMANE SOCIETY FOR SW WASHINGTON	526	5336	Public Safety	Q1.2022 - Animal Control	1,225.00
HUMANE SOCIETY FOR SW WASHINGTON Total					1,225.00
INSTANT IMPRINTS CASCADE PARK	2371	52448	Genl Govt/Facilities	PW & CDD Uniforms	43.25
			Public Works	PW & CDD Uniforms	581.82
			Community Development	PW & CDD Uniforms	95.62
INSTANT IMPRINTS CASCADE PARK Total					720.69
JEREMY A LEE	3565	10654	Genl Govt/Facilities	PW Ops Fencing	12,725.67
JEREMY A LEE Total					12,725.67
JESSICA KIPP	2099	2099-20220428	Administration	Mileage Reimb - Kipp	12.17
JESSICA KIPP Total					12.17
KARL JOHANSSON	3569	21001-12	Public Works	YMCA Site Plan	8,486.73
KARL JOHANSSON Total					8,486.73
KIRK JOHNSON	1716	1716-20220428	Finance	Mileage Reimb	239.15
KIRK JOHNSON Total					239.15
LANGUAGE LINE SERVICES INC.	3122	10491713	Judicial	Interpreting Services	59.11
LANGUAGE LINE SERVICES INC. Total					59.11
LARCH CORRECTIONS CENTER	2088	LCC2203.925	Public Works	Community Work Crew - March 2022	2,129.00
LARCH CORRECTIONS CENTER Total					2,129.00
MARTA L. OCHOA-RUTHERFORD	3396	499	Judicial	Interpreting Services	260.00
		498	Judicial	Interpreting Services	130.00
MARTA L. OCHOA-RUTHERFORD Total					390.00
MATRIX CONSULTING GROUP LTD	3730	22-11-1	Public Safety	PD Staffing Study - Feb/March 2022	20,000.00
MATRIX CONSULTING GROUP LTD Total					20,000.00
MAUL FOSTER ALONGI INC.	834	47083	Genl Govt/Facilities	Grant Application Assistance	1,975.00
MAUL FOSTER ALONGI INC. Total					1,975.00
MAUREEN MCKENNA	3608	3608-20220428	Genl Govt/Facilities	F2T 2022 - Flowers 50% Deposit	1,297.77
			Public Works	F2T 2022 - Flowers 50% Deposit	(102.77)
MAUREEN MCKENNA Total					1,195.00
MCM Of Washington	UB*00746	(blank)	Genl Govt/Facilities	Refund Check 009510-057 1307 S Sevier Rd	6.90
MCM Of Washington Total					6.90
MELISSA OLSON	3754	3754-20220428	Genl Govt/Facilities	Small Garden Plot Refund - Olson	20.00
MELISSA OLSON Total					20.00
MICHELLI MEASUREMENT GROUP LLC	2264	72319	Public Safety	Scale Calibration	354.30
MICHELLI MEASUREMENT GROUP LLC Total					354.30
MIKE VENNE	2982	2982-20220428	Public Works	Emp Reimb - Manhole Pullers - Venne	260.16
MIKE VENNE Total					260.16
MINERT AND ASSOCIATES INC.	981	313700	Public Works	DOT Screening - March 2022	54.00
MINERT AND ASSOCIATES INC. Total					54.00
Morgan Matthew & Jessica	UB*00748	(blank)	Genl Govt/Facilities	Refund Check 008792-000 312 S 34th Pl	141.21
Morgan Matthew & Jessica Total					141.21
MOTION & FLOW CONTROL PRODUCTS INC	2723	8278822	Public Works	Vac Truck Supplies	10.14
MOTION & FLOW CONTROL PRODUCTS INC Total					10.14
NAPA AUTO PARTS	498	305365	Public Works	Stormwater Supplies	86.29
		303727	Public Works	Water Tools - Engine Hoist	418.90
NAPA AUTO PARTS Total					505.19
NATHAN GIBSON	1036	INV-1036-202204	Genl Govt/Facilities	Boot Saver Reimb - Gibson	(0.84)

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NATHAN GIBSON	1036	INV-1036-202204	Public Safety	Boot Saver Reimb - Gibson	10.84
NATHAN GIBSON Total					10.00
NORTHWEST NATURAL GAS - EPAY	315	42391318-202203	Genl Govt/Facilities	OP Natural Gas - March 2022	5.37
			Public Works	OP Natural Gas - March 2022	70.44
			Community Development	OP Natural Gas - March 2022	11.22
			Public Works	OP Natural Gas - March 2022	1.78
		8817-9-202203	Genl Govt/Facilities	CH Natural Gas - March 2022	216.41
		10005916-202203	Public Safety	PD Natural Gas - March 2022	66.91
NORTHWEST NATURAL GAS - EPAY Total					372.13
NORTHWEST STAFFING	522	4123692	Community Development	Temp Services - Cleary	795.52
		4123828	Community Development	Temp Services - Cleary	795.52
NORTHWEST STAFFING Total					1,591.04
NW CONSTRUCTION GENERAL CONTRACTING INC.	2900	P21026-2900-4	Genl Govt/Facilities	Royle Rd S 19th and 15th	(7,282.52)
			Public Works	Royle Rd S 19th and 15th	156,037.88
NW CONSTRUCTION GENERAL CONTRACTING INC. Total					148,755.36
NW NATURAL	3741	8578-7-202203	Genl Govt/Facilities	PW Shop Natural Gas	2.63
			Public Works	PW Shop Natural Gas	34.46
			Public Works	PW Shop Natural Gas	0.87
NW NATURAL Total					37.96
OPENGOV INC	2562	2562-20220428	Genl Govt/Facilities	Procurement Software Annual Subscription 05.2022-05.2023	(516.00)
			Information Technology	Procurement Software Annual Subscription 05.2022-05.2023	6,516.00
OPENGOV INC Total					6,000.00
OTAK INC.	1787	42200095	Community Development	Commercial Project Management	3,757.50
OTAK INC. Total					3,757.50
PACIFIC OFFICE AUTOMATION - LEASE	1564	75767164	Genl Govt/Facilities	City Hall/RACC/PW Printer Lease	1,122.82
			Public Works	City Hall/RACC/PW Printer Lease	92.36
			Community Development	City Hall/RACC/PW Printer Lease	170.13
PACIFIC OFFICE AUTOMATION - LEASE Total					1,385.31
PATRICK HILDRETH BRAND AND DESIGN	2372	2220	Genl Govt/Facilities	Design Retainer	300.00
PATRICK HILDRETH BRAND AND DESIGN Total					300.00
PBS ENGINEERING AND ENVIRONMENTAL	342	0071859.00-2B	Public Works	Horns Corner Park Master Plan	290.00
		0071742.000-2	Public Works	Mayor Meadow to Reiman Road Design-March 2022	22,815.89
		0071859.000-3	Public Works	Horns Corner Park Master Plan	6,590.68
PBS ENGINEERING AND ENVIRONMENTAL Total					29,696.57
POWER RENTS LLC	2798	97055-2	Public Works	UTV Rental to Spray Parks/Streets	953.32
POWER RENTS LLC Total					953.32
PUBLIC SAFETY TESTING	354	2022-219	Public Safety	Q1.2022 Subscription Fees	125.00
PUBLIC SAFETY TESTING Total					125.00
PURCHASE POWER - EPAY	356	46857952	Genl Govt/Facilities	Postage	500.00
PURCHASE POWER - EPAY Total					500.00
RICOH USA INC.	1662	106062703	Public Works	PD Copier Lease	107.03
RICOH USA INC. Total					107.03
RIDGEFIELD HARDWARE	376	0376-202203	Genl Govt/Facilities	PW Other Operations	3.18
				Community Event Supplies	11.67
			Public Safety	Operational Supplies - Police	16.59
			Public Works	Operational Supplies - Parks	106.96
				Operational Supplies - Water	183.72
				Operational Supplies - Streets	126.61

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RIDGEFIELD HARDWARE	376	0376-202203	Public Works	Small tools - Stormwater	269.23
				PW Other Operations	42.78
				Operational Supplies - Stormwater	885.46
RIDGEFIELD HARDWARE Total					1,646.20
RIDGEFIELD SCHOOL DISTRICT	378	1002100106	Genl Govt/Facilities	Mar 2022 RACC Operating Expense - Garbage	21.99
				Jan-Feb 2022 RACC Operating Expense - Electricity	840.17
				Mar 2022 RACC Operating Expense - Janitorial	252.60
				Mar 2022 RACC Operating Expense - Wastewater	9.44
			Community Development	Mar 2022 RACC Operating Expense - Garbage	84.30
				Jan-Feb 2022 RACC Operating Expense - Electricity	3,220.59
				Mar 2022 RACC Operating Expense - Janitorial	968.30
				Mar 2022 RACC Operating Expense - Wastewater	36.19
RIDGEFIELD SCHOOL DISTRICT Total					5,433.58
Roberts Beau	UB*00560	(blank)	Genl Govt/Facilities	Refund Check 011262-000 2110 Pioneer St	138.86
Roberts Beau Total					138.86
SIMPLOT PARTNERS	606	212107102	Public Works	Streets & Parks Supplies	1,506.02
SIMPLOT PARTNERS Total					1,506.02
SKAMANIA COUNTY SHERIFF'S OFFICE	1554	INV 1554-202203	Public Safety	Jail Beds - 03.2022	420.00
SKAMANIA COUNTY SHERIFF'S OFFICE Total					420.00
SPRINGBROOK SOFTWARE LLC	3444	INV-008924	Public Works	Customer Web Payments - March 2022	2,763.52
SPRINGBROOK SOFTWARE LLC Total					2,763.52
STATE AUDITOR'S OFFICE	524	L147685	Finance	Audit Services	580.50
STATE AUDITOR'S OFFICE Total					580.50
STATE OF WA DEPARTMENT OF REVENUE	156	0-026-239-322	Genl Govt/Facilities	March 2022 B&O and Excise Tax	24,291.29
		0-026-296-281	Genl Govt/Facilities	1st Quarter 2022 Leasehold Tax	1,263.46
STATE OF WA DEPARTMENT OF REVENUE Total					25,554.75
STERICYCLE INC	2504	8001303958	Genl Govt/Facilities	Secure Shredding - RACC	17.52
			Community Development	Secure Shredding - RACC	49.04
		8001303959	Genl Govt/Facilities	Secure Shredding - CH	86.54
		8001106434	Genl Govt/Facilities	Secure Shredding - PD/CH	43.27
			Public Safety	Secure Shredding - PD/CH	33.28
STERICYCLE INC Total					229.65
SUMMIT LAW GROUP PLLC	413	135409	Legal	Summit Annual Webinar Subscription	1,250.00
SUMMIT LAW GROUP PLLC Total					1,250.00
TAC 1 SYSTEMS	1634	SI-011114	Genl Govt/Facilities	Radio Parts	(7.14)
			Public Safety	Radio Parts	90.14
TAC 1 SYSTEMS Total					83.00
THE PARR COMPANY	964	26608021	Genl Govt/Facilities	Facilities Shop Tools	24.97
			Public Works	Facilities Shop Tools	182.33
		26606451	Public Works	Park Supplies	211.57
		26606633	Public Works	Water Supplies -Utility Blade	4.11
THE PARR COMPANY Total					422.98
TRACY BLEHM	809	0809-20220428	Human Resources	Per Diem WR IMPA HR Conference - Blehm	228.00
TRACY BLEHM Total					228.00
TRJ PLANNING INC	3575	112	Community Development	Residential Permits Plan Review	5,108.13
TRJ PLANNING INC Total					5,108.13
UNIT PROCESS COMPANY	1819	220/55028753	Public Works	Chemical Feed Pump Parts	681.15
		220/55028787	Public Works	Chemical Feed Pump Parts	405.68

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UNIT PROCESS COMPANY Total					1,086.83
USA BLUEBOOK	444	900746	Public Works	Water Supplies - HDPE Tubing	83.34
USA BLUEBOOK Total					83.34
VAIRKKO TECHNOLOGIES LLC	3699	18967	Genl Govt/Facilities Public Safety	PD Scheduling Software - WA State Sales Tax PD Scheduling Software	(11.02) 139.18
VAIRKKO TECHNOLOGIES LLC Total					128.16
VARI SALES CORPORATION	3412	90137887	Public Works	Stand Up Desk - Galina Burley	364.62
VARI SALES CORPORATION Total					364.62
VERIZON WIRELESS - EPAY	452	9902914425	Genl Govt/Facilities	PW/CDD Cell	6.34
				PW Cell Phones & 2 iPads	77.79
				Gen Cell	42.26
			Public Safety	FAC Equip	13.06
				ADMIN Cell Phones	131.78
				PD Cell Phones	549.37
			Public Works	PW/CDD Cell	14.79
				PW Cell Phones & 2 iPads	1,046.26
				FAC Equip	95.32
			Community Development	PWSTW Equip	108.38
				PW/CDD Cell	21.13
				CDD Cell Phones	453.23
			9902914423	Council	Council iPads
		Genl Govt/Facilities		PW Director iPad	8.84
				Julie iPad	58.76
		Public Safety		PD Cell Phones	733.00
				PD Chief iPad	58.76
		Public Works		PW Director iPad	38.04
				PW Cell Phones & 2 iPads	438.45
		Community Development		PW Director iPad	11.76
				CDD Director iPad	58.76
				CDD Cell Phones	215.59
		Council		Council iPads	603.96
		Finance		Finance Director iPad	58.76
		Administration		Deputy City Manager iPad	58.76
		Executive		City Manager iPad	58.76
		9902914424		Public Works	Hillhurst Ped Crossing - March 2022
		VERIZON WIRELESS - EPAY Total			
WA STATE TREASURER'S OFFICE	642	0642-20220428	Genl Govt/Facilities	1st Quarter 2022 Building Code Fees	1,176.50
WA STATE TREASURER'S OFFICE Total					1,176.50
WA WILDLIFE AND RECREATION COALITION	1076	INV# WWRC22-MEM	Public Works	2022 WWRC Membership	250.00
WA WILDLIFE AND RECREATION COALITION Total					250.00
WALLIS ENGINEERING	464	16427	Public Works	S Riverview Drive Improvements	16,899.80
WALLIS ENGINEERING Total					16,899.80
WALTER E. NELSON COMPANY	3553	1692778	Public Safety	PD Paper Towels	72.55
WALTER E. NELSON COMPANY Total					72.55
WAPITI NW LLC	2545	10077	Community Development	CDD Vehicle Maintenance - 70429D	291.72
WAPITI NW LLC Total					291.72
WELLS FARGO - EPAY	1681	202203-3035	Genl Govt/Facilities	GILES AMZN MKTP US 1Z02R5N90 CITY HALL OFFICE SUPPLIES	75.96
				GILES AMZN MKTP US 1N5GB02F0 CELL PHONE MOUNT - WEICHMAN	0.38

City of Ridgefield

Claims Payment Report

For Approval on:

April 28, 2022

7.1.a

WELLS FARGO - EPAY

1681

202203-3035

Genl Govt/Facilities

GILES AMZN MKTP US 1W22737T2 PW HATS	2.69
GILES AMAZON.COM 1Z4C86M90 PW OPS OPERATIONAL SUPPLIES	2.03
GILES AMZN MKTP US 1W8J97M42 AM 1SAT SUPPLIES	16.25
GILES AMZN MKTP US 1Z3QJ1851 PW HATS	9.78
GILES AMZN MKTP US 164LS3121 FACILITIES TEMP EMP - CELL PHONE PR	6.32
GILES AMAZON.COM 1Z5176G82 DUFFEL BAG FOR EVENTS	21.67
GILES AMZN MKTP US 168Y63A00 PWOPS OPERATIONAL SUPPLIES	11.74
GILES AMZN MKTP US 1W1LG6IO2 PW OPS OFFICE SUPPLIES	0.94
GILES AMAZON.COM 1Z4GN86F1 PW OPS - RECYCLE CONTAINER	2.19
GILES AMZN MKTP US 1Z5Z16WG1 PW OPS-BUSINESS CARD HOLDER	2.54
GILES AMAZON.COM 1Z08Q2XE2 AMZN PW OPS-11X17 PRINTER PAPER	3.85
GILES AMZN MKTP US 1H94G8461 EVENTS SUPPLIES	260.13
GILES AMZN MKTP US 1629L2320 CH - PENS	20.29
GILES AMAZON.COM 1Z4C86M90 PW OPS OFFICE SUPPLIES	2.16
GILES AMZN MKTP US 1N2QV36B0 CELL PHONE PROTECTION - WEICHMAN	1.16
GILES AMZN MKTP US 1W8SE9YY0 AM 1SAT SUPPLIES	45.50
GILES AMZN MKTP US 1N2QV36B0 NOTEPADS - WILLIAMS	4.82
GILES AMZN MKTP US 168Y63A00 PWOPS OFFICE SUPPLIES	0.70
GILES AMZN MKTP US 1N0A87ID2 EVENTS SUPPLIES	12.95
GILES AMZN MKTP US 1N2QV36B0 NOTEPADS - HOWELL	0.19
GILES AMZN MKTP US 1Z58X5O00 AM C.H. SUPPLIES-TRASH BAGS	19.07
GILES AMZN MKTP US 1W1SA1882 AM CITY HALL SUPPLIES-TRASH CANS	30.24
GILES AMZN MKTP US 1W7RB9I32 1SAT SUPPLIES	81.20
GILES AMZN MKTP US 1Z02R5N90 CITY HALL OPERATIONAL SUPPLIES	50.31
GILES AMZN MKTP US 1W7RB9I32 ALL HANDS SUPPLIES	97.41
GILES AMZN MKTP US 1Z2RA30B1 AM 1SAT SUPPLIES	8.66
GILES AMZN MKTP US 1W5JZ6UZ2 DUFFEL BAG FOR EVENTS	59.61
GILES AMZN MKTP US 1N4QY2KZ1 1SAT SUPPLIES-APRIL	85.25
GILES AMZN MKTP US 1N0A87ID2 SHEET PROTECTORS FOR CH	29.43
GILES AMZN MKTP US 1W16U0SW0 BATTERIES AND HEADPHONE SPLITTER CA	32.73
GILES AMZN MKTP US 1W9M14BO1 GEL PENS	21.56
GILES AMZN MKTP US 166FE23H0 PD COPY PAPER	134.36
GILES AMZN MKTP US 1Z5878UW0 PD OPERATIONAL SUPPLIES	170.57
GILES AMZN MKTP US 1Z5878UW0 PD OFFICE SUPPLIES - LAMINATING POU	25.26
GILES AMAZON.COM 1Z0MK7AS1 PD SUPPLIES-BATTERIES	17.32
GILES AMAZON.COM 1Z27V4AZ1 PD PRINTER TONER	315.85
GILES AMZN MKTP US 1N99R3ET1 PD OPERATIONAL SUPPLIES	71.10
GILES AMZN MKTP US 1W9M14BO1 HOLSTER LEG STRAP	17.89
GILES AMZN MKTP US 161GV5OD0 PD FIRST AID SUPPLIES	36.85
GILES AMZN MKTP US 1633I5P11 REPLACEMENT WATER FILTER	20.47
GILES AMAZON.COM 161RN8T52 AMZN FOOT STOOL DUE TO INJURY - DANI	50.94
GILES AMZN MKTP US 166FE23H0 CH COPY PAPER	134.36
GILES AMZN MKTP US 1N5GB02F0 CELL PHONE MOUNT - WEICHMAN	0.76
GILES AMZN MKTP US 1Z56U48Z2 WATER SUPPLIES-BLUE DOOR HANGERS	61.45
GILES AMZN MKTP US 1W22737T2 PW HATS	36.21
GILES AMAZON.COM 1Z4C86M90 PW OPS OPERATIONAL SUPPLIES	31.60
GILES AMZN MKTP US 1Z3QJ1851 PW HATS	131.58
GILES AMZN MKTP US 164LS3121 FACILITIES TEMP EMP - CELL PHONE PR	46.15

Public Safety

Public Works

Attachment: April 28, 2022 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield

Claims Payment Report

For Approval on:

April 28, 2022

7.1.a

WELLS FARGO - EPAY

1681

202203-3035

Public Works

GILES AMZN MKTP US 168Y63A00 PWOPS OPERATIONAL SUPPLIES	182.86
GILES AMZN MKTP US 1W1LG6IO2 PW OPS OFFICE SUPPLIES	12.68
GILES AMAZON.COM 1Z4GN86F1 PW OPS - RECYCLE CONTAINER	29.62
GILES AMZN MKTP US 1Z5Z16WG1 PW OPS-BUSINESS CARD HOLDER	34.39
GILES AMAZON.COM 1Z08Q2XE2 AMZN PW OPS-11X17 PRINTER PAPER	52.03
GILES AMAZON.COM 1Z4C86M90 PW OPS OFFICE SUPPLIES	29.08
GILES AMZN MKTP US 1N2QV36B0 CELL PHONE PROTECTION - WEICHMAN	2.31
GILES AMZN MKTP US 1N2QV36B0 NOTEPADS - WILLIAMS	4.81
GILES AMZN MKTP US 1N5GB02F0 COMPUTER HEADSET - WILLIAMS	17.31
GILES AMZN MKTP US 1N0QJ3UA1 WATER LEAK DETECTION TABLETS	162.60
GILES AMZN MKTP US 168Y63A00 PWOPS OFFICE SUPPLIES	9.40
GILES AMZN MKTP US 1N2QV36B0 NOTEPADS - HOWELL	2.32
GILES AMZN MKTP US 1N1U72OV0 WATERING BAGS FOR NEW STREET TREES	260.14
GILES AMZN MKTP US 1Z6DB45J0 OPERATIONAL SUPPLIES - LISA BLAKE	37.49
GILES AMZN MKTP US 1W1LG6IO2 STORM WATER OFFICE SUPPLIES	47.19
GILES AMZN MKTP US 164LS3121 STORM TEMP EMP - CELL PHONE PROTECT	52.45
GILES AMZN MKTP US 1N5GB02F0 CELL PHONE MOUNT - WEICHMAN	6.44
GILES AMAZON.COM 1W6RW75J2 CDD UNIFORM SHIRTS	54.18
GILES AMZN MKTP US 1W1LG6IO2 PW OPS OFFICE SUPPLIES	1.97
GILES AMAZON.COM 1Z4GN86F1 PW OPS - RECYCLE CONTAINER	4.60
GILES AMZN MKTP US 1Z5Z16WG1 PW OPS-BUSINESS CARD HOLDER	5.34
GILES AMAZON.COM 1Z08Q2XE2 AMZN PW OPS-11X17 PRINTER PAPER	8.08
GILES AMAZON.COM 1Z4C86M90 PW OPS OFFICE SUPPLIES	4.52
GILES AMZN MKTP US 1N2QV36B0 CELL PHONE PROTECTION - WEICHMAN	19.69
GILES AMZN MKTP US 1N5GB02F0 COMPUTER HEADSET - WILLIAMS	19.24
GILES AMZN MKTP US 168Y63A00 PWOPS OFFICE SUPPLIES	1.46
GILES AMAZON.COM 1W65Y4WIO AMZN MOUSE PAD - SENNETT	9.83
GILES AMZN MKTP US 1N2QV36B0 NOTEPADS - HOWELL	7.12
GILES AMAZON.COM 1W2QA31Z2 AMZN KEYBOARD/MOUSE - SENNETT	43.35
GILES AMZN MKTP US 1N42I6E21 CDD SUPPLIES	84.10
GILES AMAZON.COM 1W65Y4WIO AMZN CDD SUPPLIES-PACKING TAPE	10.83
GILES AMZN MKTP US 1Z33T6YW0 CDD OFFICE SUPPLIES	53.19
GILES AMZN MKTP US 1N9A84171 WELLNESS SNACKS	285.26
GILES AMZN MKTP US 1Z8NZ0TP0 EMPLOYEE RELATIONS-FIDGET TOYS	57.44
GILES AMZN MKTP US 1N2OB1GW1 WELLNESS SNACKS	251.58
GILES AMZN MKTP US 1N5GB02F0 COMPUTER HEADSET - WILLIAMS	1.92
GILES AMAZON.COM 1H9FB9CO1 AMZN USB ADAPTER - CITY CLERK	16.25
GILES AMZN MKTP US 1629L2320 DESK ORGANIZATION SUPPLIES-BRODOWSK	23.33
GILES AMZN MKTP US 1629L2320 PENCIL - BRODOWSKI	4.23
GILES AMAZON.COM 1N9P62W21 HR OFFICE SUPPLIES	18.94
GILES AMAZON.COM 1W8P92UI0 AMZN PRINTER CARTRIDGES FOR HOME PRIN	45.14
RUBIO ECLINCHER BASIC PLAN SOCIAL MEDIA PUBLISHING AND ANALYTICS	(4.12)
RUBIO PAGEFREEZER.COM ARCHIVING SOFTWARE	(11.09)
RUBIO WATER - COFFEE DELIVERY PW WATER DELIVERY SERVICE	7.81
RUBIO SIPTRUNK INC PD TELEPHONE SERVICE	212.74
RUBIO WATER - COFFEE DELIVERY PW WATER DELIVERY SERVICE	105.23
RUBIO SPRINGBROOK SOFTWARE UTILITY BILLING SPRINGBROOK LIVE WEBI	900.00
RUBIO DROPBOX ZFCVCS8L736Z FILE SHARING - PUBLIC RECORDS	12.99

Community Development

Human Resources

Information Technology

Finance

Administration

Genl Govt/Facilities

Public Safety

Public Works

202203-5756

City of Ridgefield

Claims Payment Report

For Approval on:

April 28, 2022

WELLS FARGO - EPAY	1681	202203-5756	Community Development Information Technology	RUBIO WATER - COFFEE DELIVERY PW WATER DELIVERY SERVICE	16.35
				RUBIO APPLE.COM/BILL CH IPAD MUSIC	10.83
				RUBIO MAILCHIMP MISC SOCIAL MEDIA AND EMAIL MARKETING SOFTWARE	24.77
				RUBIO AMAZON WEB SERVICES WEB AUDIO BACKUP	0.43
				RUBIO APPLE.COM/BILL COMM EVENTS IPAD MUSIC	14.08
				RUBIO ECLINCHER BASIC PLAN SOCIAL MEDIA PUBLISHING AND ANALYTICS	53.12
				RUBIO ADOBE CREATIVE CLOUD SOFTWARE - DEMOSS	57.44
				RUBIO PAGEFREEZER.COM ARCHIVING SOFTWARE	143.09
				RUBIO ZOOM.US 888-799-9666 MEETING PLATFORM	59.60
				RUBIO TXTSIGNAL.COM TEXTING - NOTIFICATIONS	39.00
				RUBIO DROPBOX N23F4MK64K7L FILE SHARING - EVENTS	21.67
			Finance	RUBIO CROSS BORDER TRANS FEE BANK FEE RELATED TO PAGEFREEZER CHA	1.32
				RUBIO GOVERNMENT FINANCE OFFIC GFOA MEMBERSHIP-SCHNEIDER	150.00
				RUBIO EVENT LODGING TAX BAS LODGING TAX REPORTING LIVE WEBINAR	35.00
		202203-1081	Genl Govt/Facilities	IRWIN TSW NURSERY SALES INC REPLACEMENT TREES	(337.26)
			Public Works	IRWIN TSW NURSERY SALES INC REPLACEMENT TREES	4,352.26
			Finance	IRWIN NATIONAL INSITUTE OF GOVE ONLINE PROFESSIONAL BUSINESS WRI	89.00
		202203-0187	Genl Govt/Facilities	MELROY SANDY'S SIGN & DESIGN OPS CENTER SIGNS FOR EMPLOYEE ENTRA	12.78
				MELROY WWW COSTCO COM COFFEE FOR PUBLIC WORKS	7.47
			Public Works	MELROY HENCO PLUMBING SERVICES - CITY HALL PLUMBING BACKED UP WO	1,131.70
				MELROY SANDY'S SIGN & DESIGN OPS CENTER SIGNS FOR EMPLOYEE ENTRA	171.89
				MELROY WWW COSTCO COM COFFEE FOR PUBLIC WORKS	100.47
			Community Development	MELROY SANDY'S SIGN & DESIGN OPS CENTER SIGNS FOR EMPLOYEE ENTRA	26.71
		202203-0745	Genl Govt/Facilities	DORIOT KEITH'S SPORTING GOODS RIFLE FLASHLIGHT FOR NEW RIFLE	(10.08)
			Public Safety	DORIOT KEITH'S SPORTING GOODS RIFLE FLASHLIGHT FOR NEW RIFLE	130.08
		202203-0810	Genl Govt/Facilities	JOHNSON COV PARKING PAYST 491300 PARKING FOR GRANT TO VIEW FURNI	0.60
				JOHNSON COV PARKING PAYST 491300 PARKING FOR BRENDA TO VIEW FURN	0.60
			Finance	JOHNSON THE COLUMBIAN CIRC 2 MONTHLY SUBSCRIPTION TO COLUMBIAN.	9.99
				JOHNSON COV PARKING PAYST 491300 PARKING TO VIEW FURNITURE OFFER	0.60
				JOHNSON EL RANCHO VIEJO WELCOME LUNCH FOR MINDY. JULIETA MINDY	48.14
		202203-7028	Genl Govt/Facilities	BRUNSON JACKS AUTO DETAIL SPENCERS TRK	(14.70)
			Public Works	BRUNSON HARBOR FREIGHT TOOLS 255 TOOLS FOR SPENCERS TRUCK	180.12
				BRUNSON ROSAUERS FOOD & DRU WATER LUNCHROOM	37.20
				BRUNSON JACKS AUTO DETAIL SPENCERS TRK	189.70
				BRUNSON ROSAUERS FOOD & DRU STORAGE BAGS BACTI TESTING	9.81
				BRUNSON DOLLAR TREE PLASTIC SILVERWARE LUNCH ROOM	6.74
		202203-7036	Public Works	STUART STARBUCKS STORE 63631 MEETING WITH COMMERCIAL DEVELOPER R	5.37
			Executive	STUART TOM'S URBAN MEETING WITH COMMERCIAL DEVELOPER RE RIDGEFIE	46.52
				STUART STARBUCKS STORE 63631 MEETING WITH MAYOR RE RIDGEFIELD PR	6.02
				STUART THE COLUMBIAN CIRC 2 MONTHLY SUBSCRIPTION-REOCCURRING MON	14.00
				STUART RIDGEFIELD SCHOOL DISTRIC MEETING WITH COMMERCIAL DEVELOP	3.52
				STUART STARBUCKS STORE 63631 MEETING WITH WSDOT RE SR501	5.69
				STUART UBER TRIP TO CITY HALL	35.62
		202203-0760	Genl Govt/Facilities	KIPP ETSY.COM - APROPERPARTY APRIL FIRST SATURDAY PROPS	249.32
				KIPP ROYAL REST (1 OF 1 PA RESTROOMS FOR FARM TO TABLE	895.00
				KIPP BED BATH & BEYOND 651 TABLE CLOTHES FOR STATE OF THE CITY	40.00
				KIPP ROSAUERS FOOD & DRU WATER AND SANITIZER FOR STATE OF THE CI	22.50
				KIPP STARBUCKS 800-782-7282 BEVERAGES FOR STATE OF THE CITY	50.00

Attachment: April 28, 2022 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield

Claims Payment Report

For Approval on:

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7.1.a

WELLS FARGO - EPAY	1681	202203-0760	Human Resources	KIPP COSTCO WHSE 0772 WELLNESS SNACKS FOR ALL LOCATIONS	48.20	
				KIPP RIDGEFIELD F LOVINGLY CONDOLENCES FLOWERS FOR EMPLOYEE	81.19	
			Council	KIPP TLF RIDGEFIELD FLORAL AND RETIREMENT GIFT FOR BRENT GRENING	57.45	
				KIPP RIDGEFIELD PACK AND SHIP RETIREMENT GIFT FOR BRENT GRENING	86.72	
				KIPP TLF RIDGEFIELD FLORAL AND GET WELL FLOWERS FOR COUNCIL MEMB	68.29	
				Administration	KIPP ANDERSON SCHOOL LODGE HOTEL EXPENSE FOR HEALTHY WORKSITE SU	320.64
		202203-7051	Genl Govt/Facilities	BLEHM PAYPAL CAHNRS PUBS STUDY MATERIAL FOR JONATHAN EMBRY	3.67	
			Public Safety	BLEHM FAIRFIELD INN & SUITES HOTEL FOR PATRICK MORGAN	542.28	
			Public Works	BLEHM PAYPAL CAHNRS PUBS STUDY MATERIAL FOR JONATHAN EMBRY	33.09	
			Human Resources	BLEHM DOLLAR TREE ALL HANDS MEETING	13.55	
				BLEHM TARGET 00018838 KUDOS	189.15	
		202203-9437	Public Safety	HOOTS TLO TRANSUNION BACKGROUND INVESTIGATIONS	117.07	
				HOOTS RIDGEFIELD SCHOOL DISTRIC CIVIL SERVICE LUNCH/ DRINKS FOR	78.31	
				HOOTS ODOT DMV2U OREGON VEHICLE AND DRIVER RECORDS FOR INVESTIGA	8.00	
				HOOTS COSTCO WHSE 0772 COFFEE SOAP BATTERIES FOR PD	85.28	
				HOOTS IN WASHINGTON ASSOCIATIO ANNUAL MEMBERSHIP FEE TO WAPRO	25.00	
				HOOTS CRISIS SYSTEMS MANAGEM CRISIS/HOSTAGE NEGOTIATIONS LEVEL O	1,090.00	
		202203-6996	Genl Govt/Facilities	DEMOSS FACEBK LQXE5CB7M2 MARCH FIRST SATURDAY FACEBOOK AD	26.36	
				DEMOSS FACEBK XW3ATCP7M2 STATE OF THE CITY VIDEO PROMOTION AND	31.02	
				DEMOSS LINKIT MEDIA GROUP ANNUAL DIGITAL ADVERTISING FOR COMMUNI	740.00	
				DEMOSS FACEBK HJG8LCP7M2 MARCH FIRST SATURDAY AD/STATE OF THE C	43.54	
			Community Development	DEMOSS ESRI CDD MAP CREATION SOFTWARE.	10.00	
				DEMOSS ESRI CREATOR ACCOUNTS FOR CDD DEVELOPMENT ACTIVITY MAP	1,084.00	
			Human Resources	DEMOSS FACEBK HJG8LCP7M2 TEMPORARY PW EMPLOYEE RECRUITMENT	56.46	
		202203-6939	Public Works	LUST PAYPAL OREGONCHAPT WEBINAR REGISTRATION: MAKING PLANNING M	10.00	
			Community Development	LUST SQ LITTLE CONEJO NORTE WELCOME LUNCH FOR ALLISON: AS CJ	31.87	
				LUST SQ TERIYAKI THAI ETC. FAREWELL LUNCH FOR JOHN W. ALL CDD S	195.64	
		202203-7069	Genl Govt/Facilities	FERRISS RIDGEFIELD PIONEER GET WELL CARD FOR ONSLOW	(0.33)	
			Public Works	FERRISS CDW GOVT T350481 ADOBE LICENSING_CHALEA	6.50	
			Community Development	FERRISS CDW GOVT T350481 ADOBE LICENSING_ALLISON	13.01	
			Information Technology	FERRISS CDW GOVT T350481 ADOBE LICENSING_CHALEA	6.51	
			Council	FERRISS RIDGEFIELD PIONEER GET WELL CARD FOR ONSLOW	4.28	
				FERRISS COLUMBIA RIVER EDC CREDC EVENT FOR LEE WELLS	120.00	
		220203-8052	Public Works	FREIMUTH SOCIETYFORHUMANRESOURCE SHRM MEMBERSHIP - FREIMUTH	229.00	
		202203-8755	Genl Govt/Facilities	BROOKS CHUCKS PROD & STREE REFRESHMENT FOR NEIGHBORS ON WATCH ME	10.99	
			Public Safety	BROOKS AIRBNB HMZRETES3N LODGING DURING THE SPRING CHIEFS MEETI	473.92	
				BROOKS COV PARKING PAYST 491300 PARKING IN VANCOUVER FOR A MEETI	2.50	
		202203-7002	Public Works	THAMERT GRAINGER LIFE JACKETS BOOT DRYERS HARD HAT RACKS AND	436.67	
		202203-8052	Human Resources	FREIMUTH ROSAUERS FOOD & DRU ALL HANDS DECORATIONS	36.75	
				FREIMUTH PAYPAL AWC 5 PACK JOB POSTINGS	200.00	
				FREIMUTH HR ANSWERS INC HR TRAINING - FREIMUTH	539.84	
		202203-0794	Information Technology	KNOTTNERUS DNH DOMAIN HOSTING SRVCS WEBSITE HOSTING SERVICES.	404.97	
				KNOTTNERUS DNH DOMAIN HOSTING SRVCS WEBSITE BACKUP.	5.41	
WELLS FARGO - EPAY Total					21,231.58	
WEX BANK - EPAY	3552	79883053	Genl Govt/Facilities	PW Fuel - March 2022	428.78	
			Public Safety	PD Fuel - March 2022	3,510.31	
			Public Works	PW Fuel - March 2022	5,767.62	
			Community Development	CDD Fuel - March 2022	807.33	

City of Ridgefield

Claims Payment Report

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WEX BANK - EPAY Total					10,514.04
WILCO FARM STORE	655	720815/6	Public Works	Streets Supplies	79.12
WILCO FARM STORE Total					79.12
WOODLAND SAW AND CYCLE INC.	2223	2114	Public Works	Park Supplies	107.90
		2113	Public Works	Parks Equip Repair & Streets/Parks Supplies	427.86
WOODLAND SAW AND CYCLE INC. Total					535.76
WSP USA INC.	3338	1156506	Community Development	Carty Road - PAC Community Engagement	1,562.13
WSP USA INC. Total					1,562.13
Grand Total					944,593.62

Attachment: April 28, 2022 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 28, 2022

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from the April 14, 2022 Meeting

AGENDA ITEM TITLE:

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

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

Not applicable

ACTION OR MOTION:

Approve the minutes by making the following motion:

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 04-14-2022 (PDF)



CITY OF RIDGEFIELD, WASHINGTON

City Council MEETING MINUTES

April 14, 2022

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM

FLAG SALUTE

ROLL CALL

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

MOTION: Council Member Chipman moved to excuse Mayor Lindsay from the meeting.

SECOND: Council Member Onslow.

Motion Passed.

LATE CHANGES TO THE AGENDA

PROCLAMATION

Volunteer Week

PUBLIC COMMENT

Comments received during public testimony can be heard on the City's website under

<https://ridgefieldwa.us/government/city-council-meeting-audio-files/>

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.

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

1. Approval of Claims And/Or Payroll

2. Approval of Minutes from the March 24, 2022 Meeting

Attachment: 04-14-2022 (Approval of Minutes)

PRESENTATION

Lifesaving Award to RPD Officers -Chief Brooks

BUSINESS

1. Resolution No. 609 – Approval of Intent to Annex - Zim Pro LLC - Claire Lust, Community Development Director

The Intent to Annex includes one parcel, #212783000, owned by Zim Pro LLC. The parcel is in the Ridgefield Urban Growth Area (UGA) and contiguous with the existing Ridgefield city limits to the south. Therefore, the parcel is eligible for annexation. The comprehensive plan designation on the site is Urban Low (UL). The current Clark County zoning is Single-Family Residential (R1-6), with the Urban Holding - 10 (UH-10) overlay. The 2016 Ridgefield Urban Area Comprehensive Plan zoning map shows Residential Low Density 6 (RLD-6) zoning on the site. RDC 18.210.015.A states that the RLD-4, RLD-6, and RLD-8 zoning districts shall implement the UL comprehensive plan designation.

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

MOTION: MOVE TO ADOPT RESOLUTION NO. 609 AND AUTHORIZE THE NOTICE OF PETITION TO ANNEX TO BE CIRCULATED.

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

2. Motion - Approval of Kemper Grove Phase 4 & 5 Final Plat

The Hearing Examiner approved the Kemper Grove preliminary planned unit development (PUD) plat on February 13, 2019, as PLZ-18-0080. Kemper Grove includes five phases with a total of 188 residential lots. The Kemper Grove project area includes Residential Lot Density 4 (RLD-4), Residential Low Density 6 (RLD-6) and Residential Medium Density 16 (RMD-16) zoning. The Phase 4 & 5 final plat is located in the RMD-16 and RLD-6 zones.

The applicant proposes to subdivide Phase 4 (Parcel #986060429, 8.76 acres, less 4.71 acres set aside for Phase 3) into 29 single-family detached residential lots. The lots range from 3,008 square feet (Lots 156-161, 164) to 7,933 square feet (Lot 168), consistent with the lot sizes and density approved through the Kemper Grove preliminary PUD. The average lot area is 3,915 square feet.

The applicant proposes to subdivide Phase 5 (Parcel #213708000, 4.8 acres, less 3.84 acres set aside for Demelo Park) into 6 single-family detached residential lots. The lots range from 5,920 square feet (Lot 184) to 6,000 square feet (Lots 185-188). The average lot area is 5,984 square feet.

The overall average lot area for Phases 4 & 5 is 4,219 square feet.

Public streets provide direct access to each of the lots in Phases 4 & 5.

Tract Q is a 4.71-acre tract to be retained by the developer for future construction of Kemper Grove Phase 3.

Tract N is a 0.06-acre storm tract to be owned and maintained by the HOA, with an access and inspection easement granted to the City.

Tract M is a 0.24-acre open space tract to be owned and maintained by the HOA. It includes a 5-foot-wide bark chip pedestrian trail extending the existing trail in Phase 2 north to Pioneer Canyon Drive.

Tract O is a 0.04-acre open space tract to be owned and maintained by the HOA. It includes an 8-foot-wide compacted gravel trail providing access from Pioneer Canyon Drive north to the trail system in

Kemper Loop.

Tract P is a 3.84-acre open space, wetland, and storm tract to be owned and maintained by the City as Demelo Park. All open spaces and trails are open and accessible to the public.

MOTION: MOVED TO APPROVE KEMPER GROVE PHASE 4 & 5 FINAL PLAT AS PRESENTED.

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

PUBLIC HEARING/BUSINESS

1. Public Hearing and First Reading of Ordinance No. 1364 - Kemper Grove Development Agreement - Steve Stuart, City Manager

The Hearing Examiner approved the Kemper Grove preliminary planned unit development (PUD) plat on February 13, 2019, as PLZ-18-0080. Kemper Grove includes five phases with a total of 188 residential lots. The Kemper Grove project area includes Residential Lot Density 4 (RLD-4), Residential Low Density 6 (RLD-6) and Residential Medium Density 16 (RMD-16) zoning. The preliminary PUD plat also included a 3.84 acre park which has been named Demelo Park (as per City guidelines for park naming). The City Council of Ridgefield is considering approval of the final plat for Kemper Grove Subdivision Phases 4 and 5 (RMD-16 and RLD-6) at their regularly scheduled April 14, 2022 public meeting. As part of the final plat, Demelo Park is being proposed to serve the development and surrounding area.

Mayor Pro Tem Aichele Opened Public Hearing: 7:21PM

No testimony received.

Mayor Pro Tem Aichele Closed Public Hearing: 7:21PM

First reading only.

2. Public Hearing and Approval of Resolution No. 610 – Ridgefield School District Proposition No 8 - General Obligation Bonds - Steve Stuart, City Manager

Resolution regarding Ridgefield School District Proposition No. 8.

Mayor Pro Tem Aichele Opened Public Hearing: 7:33PM

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

Mayor Pro Tem Aichele Closed Public Hearing: 7:34PM

MOTION: MOVE TO APPROVE RESOLUTION NO. 610 AS PRESENTED.

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

PUBLIC COMMENT

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Chipman - Attended CREDC Board of Directors meeting, CRWWD meeting, Main Street meeting.

Council Member Coker - Kudos to Public Works crew for the clean up after the storm.

Council Member Onslow - Attended volunteer workday at Onslow park, City Manager briefing, CTRAN board meeting, AWC Board of Directors meeting.

Council Member Wells - Attended City Manager briefing.

Mayor Pro Tem

Attended Port of Ridgefield meeting.

City Manager

City Manager Steve Stuart - City Council applicant appointment process update, Spring Cleanup update.

Finance Director Kirk Johnson - State Auditor entrance meeting update.

Police Chief John Brooks - Neighbors on Watch update.

ADJOURN - [7:48 PM](#)

Julie Ferriss, City Clerk

Jennifer Lindsay, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 28, 2022

ITEM:

AGENDA ITEM TITLE: Refuge Park Master Plan

GOVERNING LEGISLATION:

NA

PREVIOUS COUNCIL ACTION TAKEN:

NA

SUMMARY/BACKGROUND:

Previously three alternative master plans were presented to the Parks Board and Council in March. Public input was also collected on Ridgefield Roundtable and included in the previous Council presentation. Following input from the Council, Parks Board, a final masterplan was developed. This final masterplan was presented to the Parks Board for comment on April 13th and the presentation this evening will include their comments.

We are looking for specific direction from council to do a final refinement of the master plan.

BUDGET/FINANCIAL IMPACTS:

NA

ACTION OR MOTION:

NA

STAFF CONTACT: Brenda Howell, Interim Public Works Director

ATTACHMENTS: 220428 Council Presentation (PPTX)

REFUGE PARK MASTER PLAN

4/28/2022



PROJECT SCHEDULE

SITE ANALYSIS



DEVELOP PARK CONCEPTS

PARK ADVISORY BOARD PRESENTATION 3/9/22
PUBLIC COMMENT
CITY COUNCIL PRESENTATION 3/23/22

PREFERRED PLAN REFINEMENT

PARKS ADVISORY BOARD PRESENTATION 4/13/22
CITY COUNCIL PRESENTATION 4/28/22

BEGIN PHASE 1 DESIGN

MAY 2022



ACTIVE EDGES

- OFF-STREET PARKING LOT (20 SPACES)
- PLAYGROUND (14,000SF)
- (1) PICNIC SHELTER
- GATHERING AREA AT ENTRIES
- FITNESS STATION LOOP
- (1) SPORT COURT
- SOFT SURFACE TRAILS
- (2) PEDESTRIAN CROSSINGS AT S. REFUGE RD.



ACTIVE CORE

- OFF-STREET PARKING LOT (14 SPACES)
- PLAYGROUND (10,500SF)
- (1) PICNIC SHELTER
- GATHERING AREA AT S. ENTRY
- (1) SPORT COURT
- (1) COMMUNITY GARDEN
- EXPANDED DOG PARK
- SOFT SURFACE TRAILS
- (3) PEDESTRIAN CROSSINGS AT S. REFUGE RD.



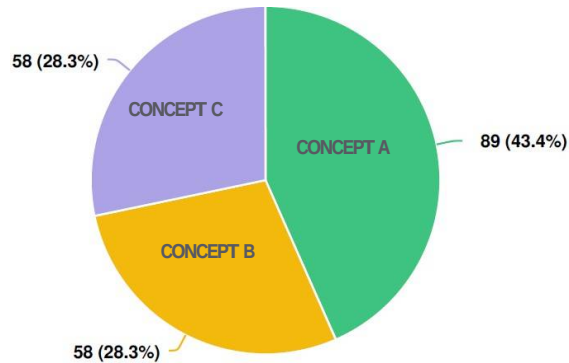
EXPLORATION

- PLAYGROUND (20,000SF)
- DISPERSED PICNIC AREAS
- GATHERING AREA AT S. ENTRY
- EXPANDED DOG PARK WITH SECOND ENTRY
- SOFT SURFACE TRAILS
- (3) PEDESTRIAN CROSSINGS AT S. REFUGE RD.

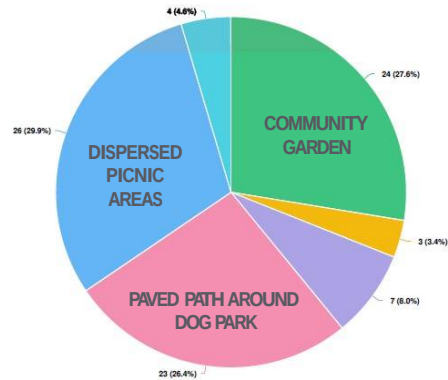
PARK MASTER PLAN OPTIONS

REFUGE PARK MASTER PLAN

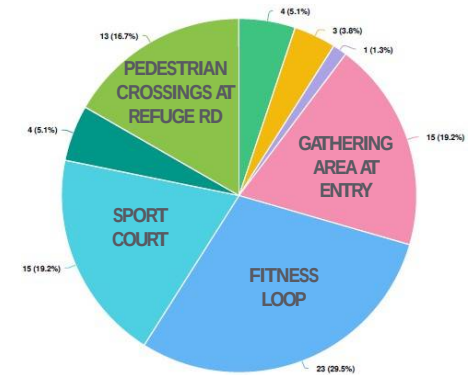




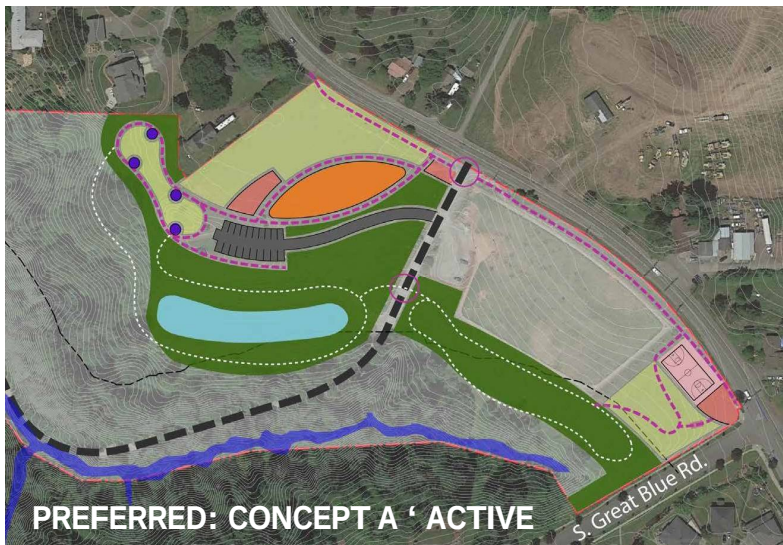
WHICH CONCEPT DO YOU PREFER?



WHAT FEATURE WOULD YOU ADD TO OPTION A?



WHAT FEATURE WOULD YOU REMOVE FROM OPTION A?



WHAT WE HEARD

REFUGE PARK MASTER PLAN

CITY COUNCIL FEEDBACK:

- CONCEPT A 'ACTIVE EDGES' IS PREFERRED
- ADD A SECOND ENTRANCE TO THE DOG PARK
- REMOVE THE FITNESS LOOP
- ADD A COMMUNITY GARDEN ADJACENT TO PARKING
- FUTURE DESIGN OF PLAY AREA TO INCORPORATE TOPOGRAPHY
- ADD DISPERSED PICNIC AREAS
- SPORT COURTS TO BE STRIPED FOR PICKLE BALL
- ADDITIONAL PARKING MAY BE NEEDED
- IMPROVE EXISTING DOG PARK: DESIGNATED SMALL DOG AREA, ADDITIONAL SEATING, IMPROVEMENTS TO SURFACING AND DRAINAGE

PARKS BOARD FEEDBACK:

- PREFERRED PROGRAM ELEMENTS IN 'ACTIVE EDGES' AND 'ACTIVE CORE'
- CONSIDER A COMMUNITY GARDEN, BUT WOULD NEED TO BE SITED NEAR PARKING AND AWAY FROM ACTIVE PARK AMENITIES
- SECOND ENTRANCE TO DOG PARK IS DESIREABLE
- EXISTING DOG PARK NEEDS DRAINAGE IMPROVEMENTS





WALKING TRAILS



PLAYGROUND



PICKLE BALL COURTS



PICNIC SHELTER & DISPERSED PICNIC AREAS



NATURAL AREAS



OPEN SPACE / LAWN



COMMUNITY GARDEN

PREFERRED PROGRAM ELEMENTS

REFUGE PARK MASTER PLAN





PREFERRED CONCEPT PLAN

REFUGE PARK MASTER PLAN





CONCEPTUAL SITE GRADING

REFUGE PARK MASTER PLAN



SUMMARY OF PARKS BOARD COMMENTS:

- ADD RESTROOM FACILITIES
- ADD SIGNAGE TO SOLICIT FEEDBACK & INFORM PUBLIC REGARDING THE PROJECT FOR ADDITIONAL OUTREACH
- INCORPORATE BENCHES ALONG PATH
- CONSIDER A SECOND PICNIC SHELTER NEAR THE PICKLEBALL COURTS
- CONSIDER COMMUNITY ORCHARD IN LIEU OF COMMUNITY GARDEN
- CONSIDER SHIFTING PARKING CLOSER TO S. REFUGE RD
- ASKED IF REFUGE PARK GATE COULD BE RELOCATED FURTHER WEST
- CONSIDER STRIPING THE SPORT COURT FOR PICKLEBALL AND BASKETBALL

PRIORITIES FOR PHASE 1:

- IMPROVEMENTS TO THE DRAINAGE AND SURFACING OF THE DOG PARK
- WALKING TRAIL AROUND THE DOG PARK



REFUGE PARK MASTER PLAN

4/28/2022



CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: April 28, 2022

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Private Crossing Agreement Between the City of Ridgefield and BNSF

GOVERNING LEGISLATION:

N/A

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

The Pioneer Street Overpass project has been a City and regional priority to create a safer, quieter grade-separated crossing between downtown Ridgefield and the waterfront for at least 20 years. As part of that project, beginning in 2010, both Port and City leaders indicated in written communications seeking grants from State and Federal partners that when the grade-separated crossing was complete, both at-grade crossings (Mill Street and Division Street) would close to the public. However, as early as 2014-15, the City also made clear that work would need to be done assuring first responders could use the Division Street crossing as a secondary point of access in case the Pioneer Street Overpass was inaccessible or inadequate for emergencies at the waterfront now and as it re-develops. Clark Cowlitz Fire and Rescue also made clear that not only is a second access point to the waterfront properties a best practice, it is also necessary under the fire code to have at least 2 access points to the waterfront properties for the Port to develop as envisioned and invested in (with approximately \$100 million spent for the Port's cleanup over 20+ years).

By 2019, the City, Port, and BNSF had agreed in concept to a private crossing agreement which would allow emergency responder access at Division Street. In 2019, the Port, City, and BNSF signed an Overpass Agreement which formalized this agreement, and in part stated that prior to the start of construction on the overpass, the City must apply for such a private crossing agreement for Division Street. That application was submitted in January, 2020 (and re-submitted electronically on 6/7/21). There was no timeline for completion of the agreement, as it was specifically taken out of early drafts by all parties with an understanding that these agreements can take time and the closure of Division Street was not necessary to get an agreement for the Pioneer Street Overpass.

On 9/2/21, the City received a first draft of the Division Street Private Crossing Agreement from BNSF. On 9/27/21 the City replied with redlined suggested edits including a change to BNSF's unilateral right to terminate the agreement at any time for any reason. The City's suggested edit limited termination to "cause", in order to protect the crossing's use for emergency response. On 10/14/21 the City was notified by BNSF that the termination clause change was rejected but also offered an opportunity for the City to explain the need for the edit. The City provided that information on 11/2/21. It took until 3/5/22 (after several prompts and ultimately the City's actions to restore the Division Street crossing to its legal open/active status) for the next response from BNSF legal, which reiterated the rejection of protections for emergency responders using the private crossing. Again, the City reached out to BNSF asking why and were simply told the termination clause is standard language. However, in the weeks following that email exchange, BNSF and the City continued discussions and on 3/20/22, at the request of BNSF the City sent an amended draft of termination clause language, which BNSF agreed to on 4/20/22. That final draft is being presented to Council at the 4/28/22 meeting for review and approval.

The key provisions which changed from the original draft to the final version are as follows:

- Section 21(e): Indemnification. Allows BNSF not more frequently than once every 5 years to request that the City updates indemnification requirements to meet current standards. In the event that the City does not comply, BNSF can cancel the agreement.
- Section 23.4.14: Insurance Coverage. Allows BNSF not more frequently than once every 5 years to request that the City provide proof of insurance coverage and other requirements meeting BNSF's then current minimum standards for private crossing agreements. In the event that the City does not comply, BNSF can cancel the agreement.
- Section 25: Cure Provision. Gives the City 30 days from notice of a Breach of the Agreement to cure it before BNSF could terminate the Agreement for cause.
- Section 26: Termination of Agreement. Provides that BNSF may not terminate the Agreement at any time without cause provided that the City continues to use the Division Street Crossing "solely for rare emergency responder access where the primary access at the Pioneer Street Overpass (D.O.T. No. 974393A) is insufficient due to obstruction, safety, or an unusually large response requiring additional access".

BUDGET/FINANCIAL IMPACTS:

\$8,700 fee for Private Crossing application, maintenance costs associated with Private

Crossing

ACTION OR MOTION:

Staff recommends Council Make a Motion to Approve the Division Street Private Crossing Agreement and authorize City Manager to sign agreement.

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 21W-11043 - City of Ridgefield WA - Redline (002) (PDF)

AGREEMENT FOR PRIVATE CROSSING

THIS AGREEMENT ("Agreement"), made this ____ day of _____, 2022, ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (hereinafter called "Licensor") and **CITY OF RIDGEFIELD** (hereinafter whether one or more persons or corporations called the "Licensee").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, estates of third parties, including, without limitation, any leases, licenses, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct, maintain, and use in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process ("the Drawings and Specifications") an (existing) at-grade crossing, twenty-four (24') feet wide ("Crossing"), across the rail corridor of Licensor at or near Licensor's station of Ridgefield, County of Clark, State of Washington, Line Segment 0052, Mile Post 122.39, DOT No. 092428L at the location and in the manner shown upon the print No. 81999 dated August 2, 2021, marked "Exhibit A," attached hereto made a part hereof ("Premises") for the purposes specified in Section 3. For convenience, said Crossing, including crossing surface and all appurtenances thereto between the ends of railroad ties, cattle guards, farm gates or barriers, drainage facilities, traffic signs or devices, identification signs approved by Licensor, whistling posts, or other appurtenances, if any, are hereinafter collectively referred to as the "Crossing".
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. It is expressly stipulated that the Crossing is to be a strictly private one, to be solely used for the purpose set forth in Licensee's Application for Crossing attached hereto as Exhibit B and is not intended for and shall not be for public use. The Licensee, without expense to Licensor, will take any and all necessary action to preserve the private character of the Crossing and prevent its use as a public road. In the event Licensor determines that:
 - (a) the Crossing is being used for a purpose or in a manner not set forth in Exhibit B;
 - (b) there is a significant change in the volume or nature of traffic at the Crossing; or
 - (c) the Licensee has in any way breached the terms or conditions of this Agreement, Licensor shall have the right to terminate this Agreement in accordance with Section 26.
4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises or the Crossing, Licensor shall not be liable to refund Licensee any compensation paid hereunder or for any damage Licensee sustains in connection therewith.
5. Any contractors or subcontractors performing work on the Premises or the Crossing, or entering the Premises on behalf of Licensee, shall be deemed agents of Licensee for purposes of this Agreement.

TERM

6. This Agreement shall commence on the Effective Date and shall continue for a period of Twenty-five (25) years, subject to prior termination as hereinafter described.

COMPENSATION

7. Licensee agrees to pay to Licensor in advance:
 - (a) Consideration payment in the amount of Seven Thousand and No/100 Dollars (\$7,000).
8. Licensee agrees to pay to Licensor from time to time within thirty (30) days after bills are rendered therefor the entire cost of maintaining the Crossing, including, but not limited to the expense incurred by Licensor resulting from the necessity to remove and replace the Crossing in connection with resurfacing or maintaining Licensor's right of way and tracks including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. Flagging costs shall include, but not be limited to, the following: pay for at least an eight

Attachment: 21W-11043 - City of Ridgefield WA - Redline (002) (BNSF Approved Private Crossing Agreement)

(8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.

9. Licensee agrees to pay to Licensor the entire cost of constructing, installing, performing, maintaining, repairing, renewing, and replacing any cattle guards, farm gates or barriers, track drainage facilities, traffic signs or devices, whistle posts, stop signs or other appurtenances shown on Exhibit "A", or any such appurtenances or warning signs and devices that may subsequently be required to be upgraded by Licensor, by law, by change of volume and nature of vehicular traffic, or by any public authority having jurisdiction. The Licensee is also responsible for notifying Licensor in writing of any need for upgrading the vehicular traffic control devices or signs at or near the Crossing, since the Licensee is most knowledgeable concerning the volume and nature of the vehicular traffic. In addition, Licensee shall notify Licensor if any significant change in volume or nature of traffic at the crossing.

COMPLIANCE WITH LAWS

10. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Crossing and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety training program at the Licensor's Internet Website "www.BNSFcontractor.com". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

DEFINITION OF COST AND EXPENSE

11. (a) For the purpose of this Agreement, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
- (b) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

RIGHT OF LICENSOR TO USE

12. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
- (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
- (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE'S OPERATIONS

13. Licensee, at its own expense, shall keep the rail flange ways of said Crossing clear of all snow, dirt, or any other obstructions whatsoever, which may accumulate by virtue of vehicles, equipment, or from machinery crossing thereover or otherwise, and shall remove and keep removed any vegetation along the rail corridor on each side of the crossing so that the motorists' line of sight to approaching trains is not impaired or obstructed by vegetation.
14. It is specifically understood that cables, pipelines, and other electric and/or fiber optic transmission lines may be on, about, along, or under the Premises and Licensee agrees that under no circumstances will Licensee dig in or disturb the surface of the Premises without the express written consent of Licensor.
15. Licensee shall construct and maintain, at its own expense, a roadway (to end of railroad ties) and related roadway drainage in a manner acceptable to Licensor, and safe for use by any vehicles or equipment. Prior to such construction or maintenance, ten (10) days advance notice must be given to Licensor's Roadmaster, Jarrell Williams, at 115 Industrial Way, Longview, WA 98632, telephone (360) 578-2360 (office) or Jarrell.Williams@BNSF.com.
16. Licensee agrees to keep any Crossing gates, farm gates or barriers (consisting of a bar, cable gate or chain between posts on both sides of the Railroad rail corridor and straddling the roadway), closed and securely fastened, except when being opened to allow access upon said rail corridor.
17. While this Agreement is personal to Licensee, it is recognized that there is a possibility of the Crossing being used by unauthorized persons, and said Licensee agrees that for the purposes of this agreement all persons using the Crossing shall be deemed the agents or invitees of the Licensee.
18. Licensee shall, at its sole cost and expense, perform all activities on and about the Crossing in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Crossing at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Crossing to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Crossing. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.
19. If at any time during the term of this Agreement, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Crossing, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Crossing as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of new a Crossing.
20. Upon termination of this Agreement, Licensor may remove the Crossing and restore the rail corridor to the condition as of the Effective Date of this Agreement at Licensee's sole cost and expense and without incurring any liability to the Licensee. Licensee shall within twenty (20) days after bill is rendered therefor, reimburse Licensor for all costs and expenses, which Licensor may incur in connection therewith.

LIABILITY

21. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**
 - (i) **THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**

- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,
 - (iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
 - (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR
 - (v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.
- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS AGREEMENT SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, AND SHALL CAUSE ITS CONTRACTOR TO AGREE, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
- (e) Licensor may, not more frequently than once every 5 years, require Licensee to agree to Licensor's then current indemnification standard for private crossing agreements (the "Revised Indemnity Requirements"). In the event Licensee fails to agree to the Revised Indemnity Requirements, Licensor may terminate this Agreement upon 30 days written notice to Licensee.

PERSONAL PROPERTY WAIVER

22. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED

MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

INSURANCE

23. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

23.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

23.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

23.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

Attachment: 21W-11043 - City of Ridgefield WA - Redline (002) (BNSF Approved Private Crossing Agreement)

- 23.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction. If further maintenance of the Access to use as temporary work space for tree trimming and silt fence is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor prior to performing any work or services under this License.
 - Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

Other Requirements:

- 23.4.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 23.4.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 23.4.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 23.4.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 23.4.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 23.4.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 23.4.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 23.4.8 Not more frequently than once every five years, Licensors may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 23.4.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensors as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensors to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensors herein.
- 23.4.10 Failure to provide evidence as required by this **Section 23** shall entitle, but not require, Licensors to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 23.4.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensors shall not be limited by the amount of the required insurance coverage.
- 23.4.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 23.4.13 For purposes of this **Section 24**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.
- 23.4.14 Licensors may, not more frequently than once every 5 years, require Licensee to provide proof of insurance coverage and other requirements meeting Licensors's then current minimum standards for private crossing agreements (the "Revised Insurance Requirements"). In the event Licensee fails to provide or agree to the Revised Insurance Requirements, Licensors may terminate this Agreement upon 30 days written notice to Licensee.

ENVIRONMENTAL

24. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- (b) Licensee shall give Licensors immediate notice to Licensors's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensors immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Premises which occurred or may occur during the term of this Agreement, Licensors may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors's right-of-way.
- (d) Licensee shall promptly report to Licensors in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this Agreement. Licensee shall promptly respond to Licensors's request for information regarding said conditions or activities.

DEFAULT

25. If default shall be made in any of the covenants or agreements of Licensee contained in this document, which is not cured within thirty (30) days' written notice to Licensee, or in case of any assignment or transfer of this Agreement by operation of law, Licensor may, at its option, terminate this Agreement by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this Agreement. The remedy set forth in this Section 25 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

TERMINATION

26. This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee; provided however that Licensor agrees not to exercise these specific rights so long as the Licensee continues to use the Premises solely for rare emergency responder access where the primary access at the Pioneer Street Overpass (D.O.T. No. 974393A) is insufficient due to obstruction, safety, or an unusually large response requiring additional access. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
27. If Licensee fails to surrender to Licensor the Premises, upon any termination of this Agreement, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

ASSIGNMENT

28. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this Agreement or any interest herein, without the prior written consent and approval of Licensor, which may be withheld in Licensor's sole discretion.

NOTICES

29. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.,
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Licenses/Permits

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131

If to Licensee: City of Ridgefield
230 Pioneer Street
Ridgefield, WA 98642

SURVIVAL

30. Neither termination nor expiration will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.

RECORDATION

31. It is understood and agreed that this Agreement shall not be placed on public record.

APPLICABLE LAW

32. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

SEVERABILITY

33. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

INTEGRATION

34. This Agreement is the full and complete agreement between Licensee and Licensor with respect to all matters relating to Licensee's use of the Crossing, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Crossing as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

35. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
36. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
37. In the event Licensee conveys, transfers, leases or otherwise grants a right of access and/or use of any interest in all or a portion of Licensee's property which is accessed by the Crossing, Licensee shall notify Licensor in writing of the same within thirty (30) days prior to the date of such conveyance, transfer, lease or grant of access and/or use, and Licensee shall cause any receiver or subsequent holder(s) of such an interest or right ("Holder") to: (1) file an application with Licensor's outside contractor, Jones Lang LaSalle Brokerage, Inc., for use of the Crossing, which application may be granted or denied in Licensor's sole discretion; and (2) upon Licensor's approval of Holder's application, Licensee shall cause Holder to execute Licensor's standard License Agreement then in effect for the use of the Crossing. Licensee may not assign or otherwise transfer, or permit the use of this Agreement or the Crossing by Holder without Licensor's prior written approval for the same and any attempt to do so is a material breach of this Agreement and shall render it null and void.
38. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

Jones Lang LaSalle Global Services – RR, Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

Jones Lang LaSalle Brokerage, Inc.,
its Attorney in Fact
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By:

Shane Krueger

Title:

Vice President – Permits & Special Projects

CITY OF RIDGEFIELD

230 Pioneer Street
Ridgefield, WA 98642

By: _____

Title: _____

Attachment: 21W-11043 - City of Ridgefield WA - Redline (002) (BNSF Approved Private Crossing Agreement)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: April 28, 2022

ITEM:

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Approving a Development Agreement for Kemper Grove Subdivision

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

The Hearing Examiner approved the Kemper Grove preliminary planned unit development (PUD) plat on February 13, 2019, as PLZ-18-0080. Kemper Grove includes five phases with a total of 188 residential lots. The Kemper Grove project area includes Residential Lot Density 4 (RLD-4), Residential Low Density 6 (RLD-6) and Residential Medium Density 16 (RMD-16) zoning. The preliminary PUD plat also included a 3.84 acre park which has been named Demelo Park (as per City guidelines for park naming). The City Council of Ridgefield is considering approval of the final plat for Kemper Grove Subdivision Phases 4 and 5 (RMD-16 and RLD-6) at their regularly scheduled April 14, 2022 public meeting. As part of the final plat, Demelo Park is being proposed to serve the development and surrounding area. This park will feature:

In phase 2:

- 1- bench
- 2- picnic tables
- Approx. 3,385 sf grass play area
- Approx. 120 feet of 5 foot wide paved path in tract H
- Approx. 420 feet of 4 foot wide bark trail in tract F
- Approx. 554 feet of 8 foot wide paved trail in tract G

In phase 4:

- Approx. 238 feet of 4 foot wide bark trail in tract M
- Approx. 95 feet of 8 foot wide paved trail in tract O

In phase 5:

- Play equipment by Columbia Cascade model #9869 (with engineered rubber mat)
- 2- benches
- 1- trash can
- 600 sf covered picnic area with 6 picnic tables
- 18 foot diameter Grain Bin Gazebo on concrete pad
- 4 piece Rhapsody musical equipment (goblet drum, kettle drum, kundu drum & metallophone.)
- 1 bike rack fitting 6-8 bikes minimum
- 1 cow, pig, chicken statue at north park entrance along path
- 10 piece Greenfields outdoor exercise equipment (on individual concrete pads)
- Approx. 170 feet of concrete or asphalt sidewalk and sitting area around play equipment.

Walkway is 5 feet wide.

- Approx. 342 feet of 4 foot wide bark trail through the wetland buffer
- Approx. 893 feet of lighted paved trails connecting 32nd and 35th, along the north and south entrances of the park, bordered on the north with a black chainlink fence separating the Kemper Grove and Wertz properties, extending to the northeast corner of the park area. Trails are 5 feet wide mostly. There is a short section of wider paved access path at the south end of the park where the stormwater facility is located. There is approx.. 240 feet of 12 foot wide paved access trail to the storm facility which serves as an access trail to the park for use by bikes and pedestrians.
- Approx. 34,500 square feet of wetland buffer mitigation planting will take place adjacent to the park.
- Approx. 18,000 square feet of grass will be planted and maintained as lawn for active use by park goers.

In return for providing the added community benefit provided by the park amenities listed above, the City would agree in this Development Agreement (DA) to make the listed improvements eligible for Park Impact Fee credits at a documented cost provided as an exhibit to the DA.

BUDGET/FINANCIAL IMPACTS:

Issuance of up to \$1,200,000 in Park Impact Fee Credits

ACTION OR MOTION:

Adopt Ordinance No. 1364 by making the following motion:

“I move to adopt Ordinance No. 1364, as presented.”

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS: Kemper Grove DA (PDF)
 17458L16-P4&5-DEDICATION TO COR (PDF)
 17458L15-P2-DEDICATION TO COR (PDF)

ORDINANCE NO. 1364

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT FOR KEMPER GROVE SUBDIVISION

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, H2 Grove LLC own the properties known as Kemper Grove Subdivision; and

WHEREAS, H2 Grove LLC is proposing to develop and build parks and trail amenities at Kemper Grove Subdivision for the purpose of public recreation and connection with the Ridgefield trail system; and

WHEREAS, The City has identified a need to connect trail segments throughout the City, and provide park amenities along those trails for the growing population which are served by those amenities; and

WHEREAS, the City Council held a public hearing for the proposed Development Agreement at a regular scheduled meeting held on April 14, 2022; and

WHEREAS, the City Council conducted a first reading of this ordinance on April 14, 2022; and

WHEREAS, the City and H2 Grove LLC have reached agreement regarding the terms and conditions of a Development Agreement related to park and trail improvements, which will best facilitate desired access, safety, and park amenity outcomes, which Development Agreement, together with its Exhibit A and Exhibit B, 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 H2 Grove LLC. Execution of this Agreement will require City to provide Park Impact Fee (PIF) credits in exchange for land value, construction, and public access to the park and trail amenities described in the agreement.

Section 2. **Development Agreement Approved.** The City Council for the City of Ridgefield hereby approves the Kemper Grove Subdivision 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 28th DAY OF April 2022.

Mayor, Jennifer Lindsay

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing:	April 14, 2022
First Reading:	April 14, 2022
Second Reading:	April 28, 2022
Date of Publication:	
Effective Date:	

MAIL TAX STATEMENTS TO:
H2 Grove, LLC
14010-A NE 3RD CT STE 106
VANCOUVER WA, 98685

AFTER RECORDING RETURN TO:
City of Ridgefield
Attn: Steve Stuart
230 Pioneer St./P.O. Box 608
Ridgefield, WA 98642-0608

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE:	DEVELOPMENT AGREEMENT
GRANTOR(S):	H2 GROVE, LLC
GRANTEE:	CITY OF RIDGEFIELD, WASHINGTON
ABBREVIATED LEGAL DESC:	#14B #14A #83 #28 #29 SEC 20 T4NR1EWM 17.03A (PEND 1761 KEMPER GROVE PUD PH 2); #13 & #15 OF SEC 20 T4NR1EWM; #5 OF SEC 20 T4NR1EWM
FULL LEGAL DESCRIPTION:	See Exhibit A-1, A-2, A-3, A-4, A-5 and A-6 To This Document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:	213719000, 213716000 & 213708000
REFERENCE NUMBER OF RELATED DOCUMENTS:	N/A

Attachment: Kemper Grove DA (Kemper Grove DA)

DEVELOPMENT AGREEMENT

Effective Date: Date of Recording

PROPERTY

The real property subject to this Agreement consists of portions of three tax parcels within the City of Ridgefield, Clark County, Washington. The tax parcels are known as APN 213719000, 213716000 and 213708000 and the portions of these tracts that are subject to this Agreement are commonly known as Tracts F, G and H of the proposed Kemper Grove PUD Subdivision Phase 2 and Tracts M, O and P of the proposed Kemper Grove PUD Subdivision Phase 4 and 5. The legal description for the Tracts are attached as **Exhibit A-1, A-2, A-3, A-4, A-5 and A-6**. The Tracts described in Exhibit A-1, A-2, A-3, A-4, A-5 and A-6 are identified as Open Space with the purpose of connecting a partially constructed trail system, as well as providing a public park identified as a need in Neighborhood Park Gap Area “ F ” in the 2017-2022 Ridgefield Parks and Recreation Comprehensive Plan. The Tracts comprise all of the real property that is subject to this Agreement.

PARTIES

H2 GROVE, LLC is the current owner of fee title to the Tracts or controls the right to construct and dedicate the public improvements described herein. As used herein, “Owner” means H2 GROVE, LLC.

The CITY OF RIDGEFIELD is a Washington municipal corporation (hereafter “City”) and is responsible for land use planning and permitting pursuant to the Growth Management Act, RCW 35A.63 and RCW 58.17.

Owner and the City, as defined in this Agreement, are collectively referred to as the Parties.

AUTHORITIES

Whereas, the Parties are authorized to enter this 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

- A. Owner owns and/or has the right to construct the parks and trail amenities on the Tracts described in Exhibit A-1, A-2, A-3, A-4, A-5 and A-6 in Ridgefield, WA 98642, comprising a total of 6.16 acres. The legal descriptions for these Tracts may be revised at final platting with approval of the final plat by City Council, provided that the acreage of the Tracts is not reduced.
- B. Owner is proposing to develop and build parks and trail amenities on the Tracts for the purpose of public recreation and connection with the Ridgefield trail system, which is consistent with the Ridgefield Parks and Recreation Comprehensive Plan which has been adopted by the Ridgefield City Council.
- C. The City has identified a need for Neighborhood Park amenities in the subject area, identified in the 2017-2022 Ridgefield Parks and Recreation Comprehensive Plan as Gap Area “ F ”.

- D. Owner and the City have agreed to park and trail system improvements, contained herein, which will best facilitate desired access, recreation, and connectivity outcomes.
- E. Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. RESPONSIBILITIES

- 1.1) Owner agrees to construct trail and park improvements as identified in **EXHIBIT B**.
- 1.2) Owner or its Successor agree to allow public access to trail and park improvements on the Tracts and connecting segments under the ownership interest and control of Owner or Successor. Such public access shall be preserved by way of public access easements provided on the plats for the individual subdivision phases.
- 1.3) Owner agrees or its Successor agrees to maintain trail and park improvements on the Tracts and connecting segments under the ownership interest and control of Owner or Successor. Such maintenance shall be provided by way of recorded CCRs (to be approved by the City through the final platting process) and shall be the responsibility of the Home Owner's Association for the subdivision.
- 1.4) City agrees to establish a Park Impact Fee ("PIF") Credit up to Four Hundred Fifty Three Thousand Seven Hundred Forty Four and 69/100 (\$453,744.69) for the Tracts in Phase 2, and up to Six Hundred Fifty One Thousand Three Hundred Sixty Three and 24/100 (\$651,363.24) for the Tracts in Phase 4 and 5, for total PIF Credits available to reimburse actual costs not to exceed \$1,093,737.01 as the eligible share of the improvements to Tracts contained within this agreement and **EXHIBIT B**, as those expenses are eligible as improvements to a System Park identified in the 2017-2022 Ridgefield Parks and Recreation Comprehensive Plan.
- 1.5) Prior to the City issuing PIF Credits to Owner or its Successor for the actual costs of improvements to Tracts contained within this agreement and **EXHIBIT B**, Owner or Successor shall submit detailed land value and construction cost estimates to the City. Additionally, no PIF Credits shall be issued by the City for actual costs incurred until all improvements contained within this agreement have been accepted by the City (which requires that they are constructed, inspected, and bonded).

2. 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.

3. 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.

4. TERMINATION

The Agreement may be terminated by a mutual agreement of the Parties in writing, which will be recorded.

5. AUTHORIZATION

The persons executing this Agreement on behalf of the Parties are authorized to do so and, upon execution by such parties, this 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.

6. RUN WITH THE LAND

This Agreement shall 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.

7. ASSIGNABILITY AND CONTRACTUAL TRANSFER OF OBLIGATIONS

The rights and obligations established in this Agreement are assignable by H 2 Grove, LLC to its successors and assigns including, without limitation, a H2 Grove, LLC and any future owners of all or any portion of the Property.

8. TERM

The Term of this Agreement will expire on the fifth (5th) anniversary of the date of the recording

of this document if Owner does not commence construction of its project on the Tracts prior to such date. The Term may, however, be extended in writing by mutual agreement of the Parties which shall be recorded.

9. PUBLIC HEARING

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

10. 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.

11. APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Washington, and exclusive venue for any dispute will be in the Clark County Superior Court.

12. 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.

13. 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.

14. AMENDMENTS

This Agreement may only be amended by a mutual written agreement of the Parties that has been recorded in the Clark County deed records.

15. 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.

16. NO DIRECT BENEFIT TO THIRD PARTIES

The Parties 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.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties as to the subject matter.

18. 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
Owner:	H2 Grove, LLC Attn: Mark Hinton mark@hintondevelopment.com
With a copy to:	H2 Grove, LLC Rob Hinton rob@hintondevelopment.com

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.

19. TIME IS OF THE ESSENCE

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

20. 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.

21. HEADINGS

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

22. 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.

23. 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 so as to carry out the intent of this Agreement.

Signatures appear on the following pages.

Owner H2 GROVE, LLC

Mark Hinton, Manager

Date _____

STATE OF _____)
) ss.
County of _____)

This record was acknowledged before me on _____, 20____ by _____
_____, as _____ of _____,
a (n) _____.

Notary Public for _____
My Commission Expires: _____

Attachment: Kemper Grove DA (Kemper Grove DA)

CITY OF RIDGEFIELD

By: Steven Stuart
 Its: City Manager

 Date

State of Washington)
) ss.
 City of _____)

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

Dated: _____, 20____.

(Seal or stamp)

 Signature

 Title

My appointment expires _____

Approved as to form:

 City Counsel

Attachment: Kemper Grove DA (Kemper Grove DA)

EXHIBIT A
Legal Description

Attachment: Kemper Grove DA (Kemper Grove DA)

EXHIBIT B

Depiction of Lot Improvements

The park improvements in phase 2 shall include:

- 1- bench
- 2- picnic tables
- Approx. 3,385 sf grass play area
- Approx. 120 feet of 5 foot wide paved path in tract H
- Approx. 420 feet of 4 foot wide bark trail in tract F
- Approx. 554 feet of 8 foot wide paved trail in tract G

The improvements in phase 4 shall include:

- Approx. 238 feet of 4 foot wide bark trail in tract M
- Approx. 95 feet of 8 foot wide paved trail in tract O

The park improvements in phase 5 shall include:

- Play equipment by Columbia Cascade model #9869 (with engineered rubber mat)
- 2- benches
- 1- trash can
- 600 sf covered picnic area with 6 picnic tables
- 18 foot diameter Grain Bin Gazebo on concrete pad
- 4 piece Rhapsody musical equipment (goblet drum, kettle drum, kundu drum & metallophone.)
- 1 bike rack fitting 6-8 bikes minimum
- 1 cow, pig, chicken statue at north park entrance along path
- 10 piece Greenfields outdoor exercise equipment (on individual concrete pads)
- Approx. 170 feet of concrete or asphalt sidewalk and sitting area around play equipment. Walkway is 5 feet wide.
- Approx. 342 feet of 4 foot wide bark trail through the wetland buffer
- Approx. 893 feet of paved trails along the north and south entrances of the park, extending to the northeast corner of the park area. Trails are 5 feet wide mostly. There is a short section of wider paved access path at the south end of the park where the stormwater facility is located. There is approx.. 240 feet of 12 foot wide paved access trail to the storm facility which serves as an access trail to the park for use by bikes and pedestrians.
- Approx. 34,500 square feet of wetland buffer mitigation planting will take place adjacent to the park.
- Approx. 18,000 square feet of grass will be planted and maintained as lawn for active use by park goers.



Minister & Glaeser Surveying, Inc.
 Phone: 360-694-3313 Fax: 360-694-8410

December 1, 2021

Exhibit "A"

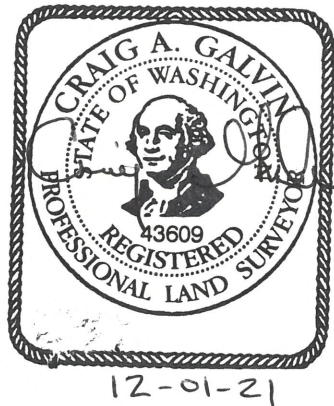
KEMPER GROVE PUD SUBDIVISION PHASES 4 AND 5 – DEDICATION TO THE CITY OF RIDGEFIELD:

A tract of land in the Northwest quarter of Section 20, Township 4 North, Range 1 East, Willamette Meridian, City of Ridgefield, Clark County, Washington, described as follows:

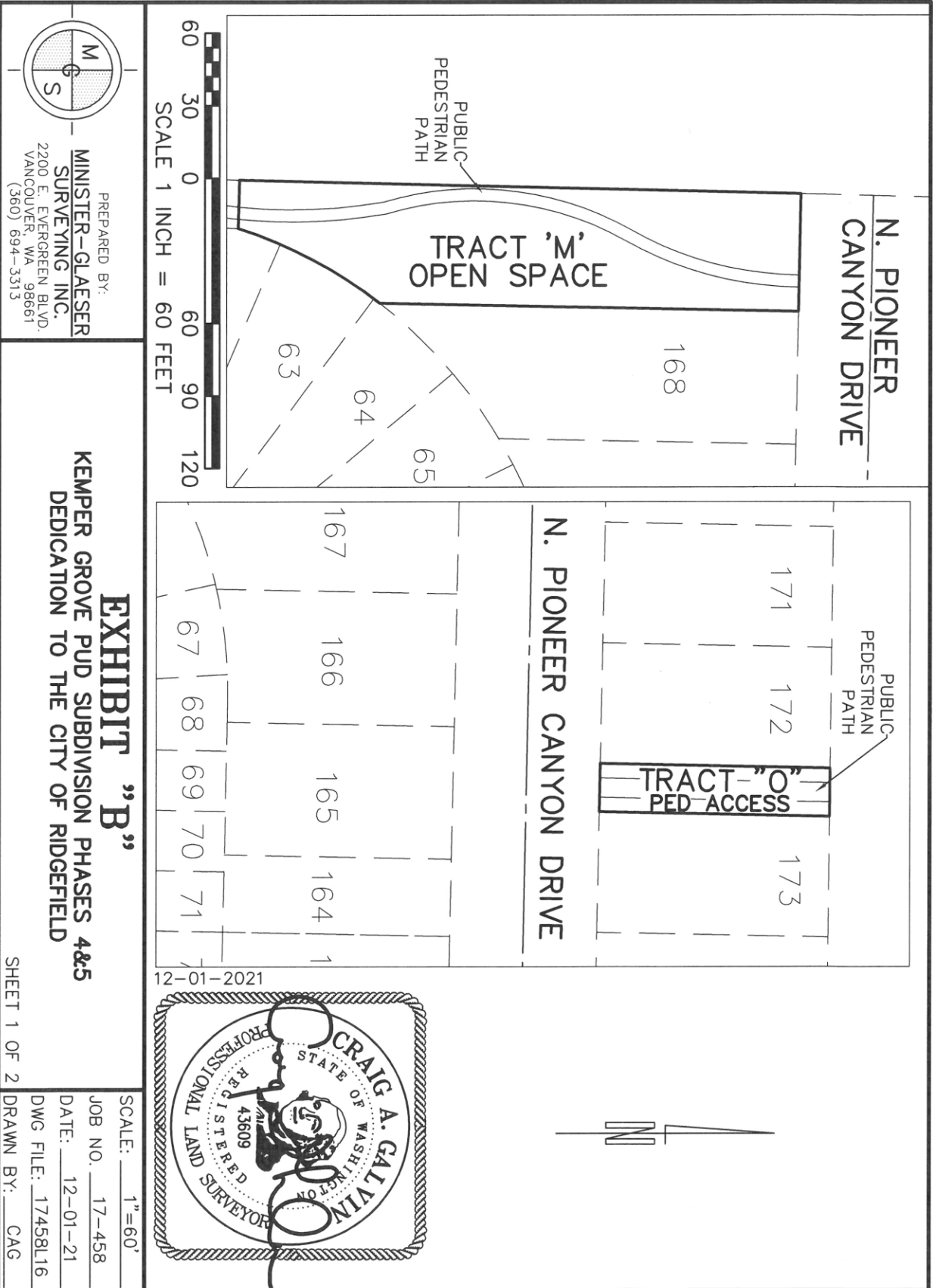
Tracts "M", "O" and "P" of "Kemper Grove PUD Subdivision Phases 4 and 5", according to the plat thereof, recorded in Book _____ of Plats at Page _____, Records of Clark County, Washington.

Combined Area Containing 4.40 Acres.

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



Attachment: 17458L16-P4&5-DEDICATION TO COR (Kemper Grove DA)

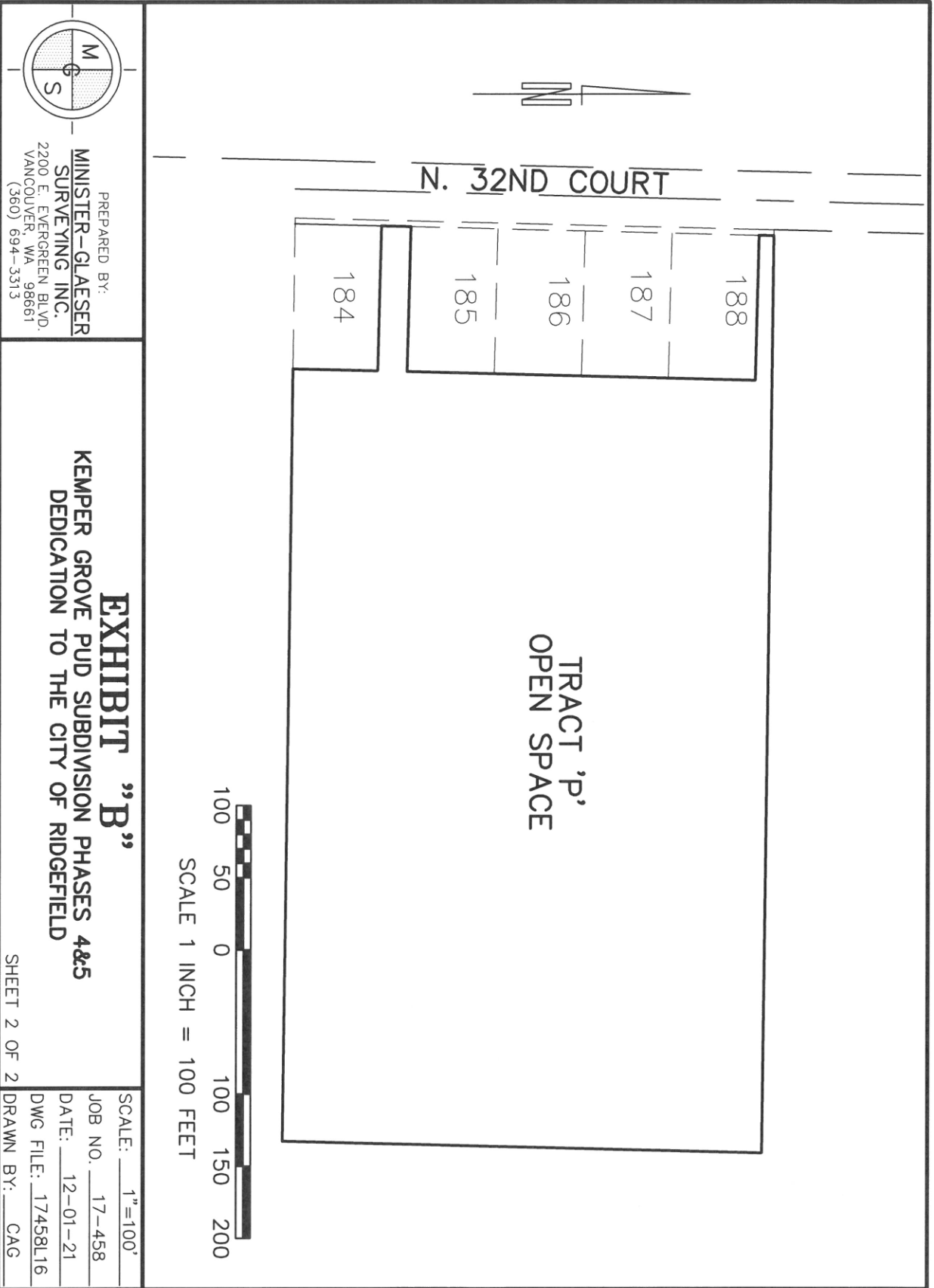


PREPARED BY:
**MINISTER-GLAESER
 SURVEYING INC.**
 2200 E. EVERGREEN BLVD.
 VANCOUVER, WA 98661
 (360) 694-3313

EXHIBIT "B"
KEMPER GROVE PUD SUBDIVISION PHASES 4&5
DEDICATION TO THE CITY OF RIDGEFIELD

SHEET 1 OF 2
 SCALE: 1"=60'
 JOB NO. 17-458
 DATE: 12-01-21
 DWG FILE: 17458L16
 DRAWN BY: CAG







Minister & Glaeser Surveying, Inc.
Phone: 360-694-3313 Fax: 360-694-8410

December 1, 2021

Exhibit "A"

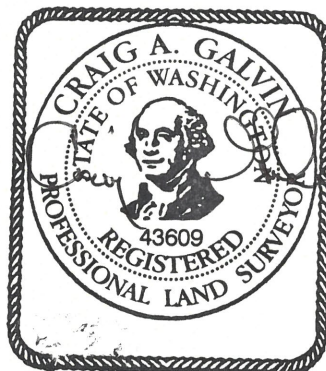
KEMPER GROVE PUD SUBDIVISION PHASE 2 – DEDICATION TO THE CITY OF RIDGEFIELD:

A tract of land in the Northwest quarter of Section 20, Township 4 North, Range 1 East, Willamette Meridian, City of Ridgefield, Clark County, Washington, described as follows:

Tracts "F", "G" and "H" of "Kemper Grove PUD Subdivision Phase 2", according to the plat thereof, recorded in Book _____ of Plats at Page _____, Records of Clark County, Washington.

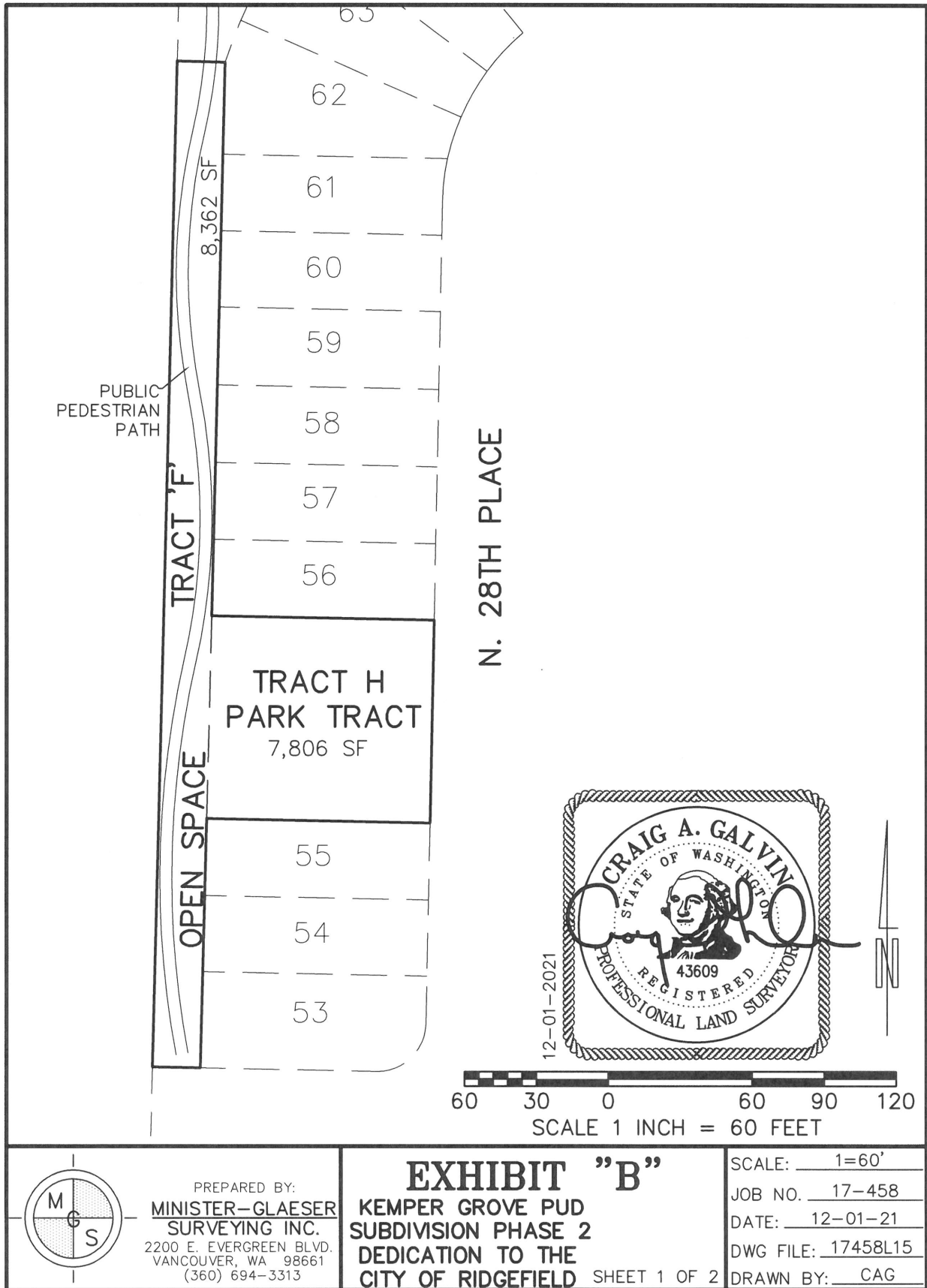
Combined Area Containing 1.88 Acres.

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



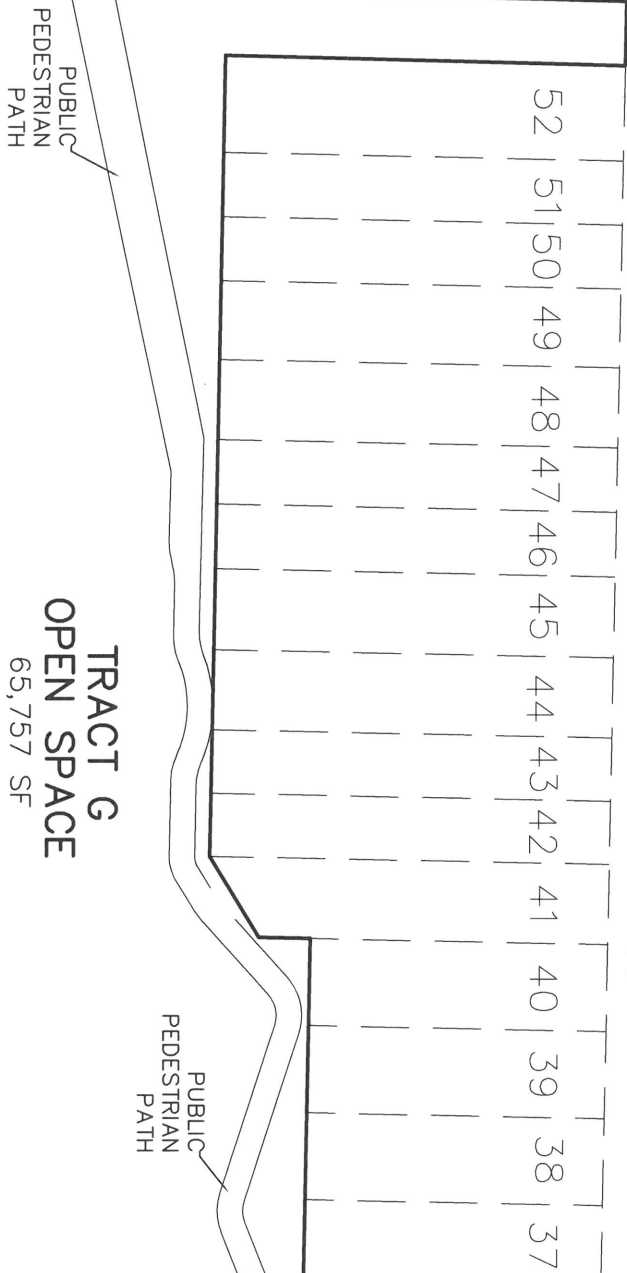
12-01-21

Attachment: 17458L15-P2-DEDICATION TO COR (Kemper Grove DA)



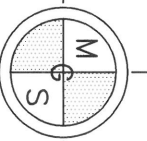
Attachment: 17458L15-P2-DEDICATION TO COR (Kemper Grove DA)

N. 2ND WAY



TRACT G
OPEN SPACE
65,757 SF

SR 501 (PIONEER ST.)



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

EXHIBIT "B"
KEMPER GROVE PUD SUBDIVISION PHASE 2
DEDICATION TO THE CITY OF RIDGEFIELD

SHEET 2 OF 2

SCALE: 1"=60'
JOB NO. 17-458
DATE: 12-01-21
DWG FILE: 17458L15
DRAWN BY: CAG