



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, February 27, 2020
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

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

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

II. PROCLAMATION

- 1. Ridgefield Youth Arts Month**

III. MAYOR

- 1. Civil Service Commission Appointment**

IV. 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.

V. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the February 13, 2020 Meeting**

VI. BUSINESS

- 1. Resolution No. 571 – Amendment to Financial Policy #03: Credit Card Usage - Kirk Johnson, Finance Director**
- 2. Motion - Approval of WSDOT Pioneer/501 Agreement - Bryan Kast, Public Works Director**

VII. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance No. 1312 – Boyse Property Development Agreement - Steve Stuart, City Manager**

VIII. PUBLIC COMMENT

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

IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

- 1. Council**
- 2. Mayor**

3. City Manager

X. ADJOURN

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

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 27, 2020
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

RECOMMENDED ACTION OR MOTION:

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

“I move to approve the consent agenda as presented”

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS: February 27 2020 Claims Report(PDF)

City of Ridgefield
Claims Payment Report
For Approval on: February 27, 2020

5.1.a

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ACCELA INC.	2779	INV-ACC50507	Public Works	ACH Web Payments - Jan 2020	1,516.00
ACCELA INC. Total					1,516.00
ACCELA INC. - EPAY	3386	200221926	Public Works	Cust Web ACH Fees - Jan 2020	314.48
ACCELA INC. - EPAY Total					314.48
ACCURATE AUTOMOTIVE	9	4440	Public Safety	PD Vehicle Maint	150.68
ACCURATE AUTOMOTIVE Total					150.68
ADAM CAROLUS	2494	2494-20200227	Public Safety	Defense Tactics	468.00
ADAM CAROLUS Total					468.00
ARAMARK UNIFORM SERVICES	32	864350501	Genl Govt/Facilities	CDD/PW/FIN Floor Mats	0.27
				City Hall Floor Mats	7.09
			Public Safety	PD Floor Mats	4.47
			Public Works	CDD/PW/FIN Floor Mats	3.66
		864350500	Community Development	CDD/PW/FIN Floor Mats	3.90
			Genl Govt/Facilities	PW Uniforms	1.14
				PW Floor Mats	1.93
			Public Works	PW Uniforms	27.45
		864370074		PW Floor Mats	25.79
			Genl Govt/Facilities	PW Uniforms	1.14
				PW Floor Mats	1.93
			Public Works	PW Uniforms	27.45
		864370075		PW Floor Mats	25.79
			Genl Govt/Facilities	CDD/PW/FIN Floor Mats	0.27
				City Hall Floor Mats	7.09
			Public Safety	PD Floor Mats	4.47
		864360299	Public Works	CDD/PW/FIN Floor Mats	3.66
			Community Development	CDD/PW/FIN Floor Mats	3.90
			Genl Govt/Facilities	CDD/PW/FIN Floor Mats	0.27
				City Hall Floor Mats	7.09
		864360298	Public Safety	PD Floor Mats	4.47
			Public Works	CDD/PW/FIN Floor Mats	3.66
			Community Development	CDD/PW/FIN Floor Mats	3.90
			Genl Govt/Facilities	PW Uniforms	1.14
				PW Floor Mats	1.93
			Public Works	PW Uniforms	27.45
				PW Floor Mats	25.79
ARAMARK UNIFORM SERVICES Total					227.10
BISCONER EXCAVATING LLC	3455	501689622	Genl Govt/Facilities	Business License Refund - Bisconer Excavating LLC	50.00
BISCONER EXCAVATING LLC Total					50.00
BLUEFIN PAYMENT SYSTEMS	2827	2827-20200227-B	Public Works	Citizen Pmt Fees - Jan 2020	2,615.02
		2827-20200227	Public Works	Citizen Pmt Fees - Jan 2020	24.39
BLUEFIN PAYMENT SYSTEMS Total					2,639.41

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CFM STRATEGIC COMMUNICATIONS INC.	2551	25373	Genl Govt/Facilities	Lobbyist - Jan 2020	5,200.00
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00
CITY OF BATTLE GROUND	92	INV00268	Judicial	Court Costs/Public Defender - Jan 2020	12,310.42
CITY OF BATTLE GROUND Total					12,310.42
CLARK COUNTY	102	CI011809	Public Safety	Q2 2018 - Jail Beds	313.00
		CI011915	Public Safety	Range Rental - Jan 2020	70.00
		CI011665	Public Safety	2020 Annual RMS Support/Maint Fee	4,686.00
CLARK COUNTY Total					5,069.00
CLARK COUNTY FIRE DISTRICT #5	104	10325	Genl Govt/Facilities	Safety Consortium - 1st Qtr 2020	74.39
			Public Works	Safety Consortium - 1st Qtr 2020	994.36
CLARK COUNTY FIRE DISTRICT #5 Total					1,068.75
CLARK COUNTY TREASURERS OFFICE	554	SIF012020	Genl Govt/Facilities	School Impact Fees	328,698.75
CLARK COUNTY TREASURERS OFFICE Total					328,698.75
CLARK PUBLIC UTILITIES	110	7516-978-9-20200227	Public Works	SR/Pioneer ST & S 65 AVE	64.29
		7207-403-2-20200227	Public Works	911 N 65th Ave Intertie 2 - Water	71.92
		7503-626-9-20200227	Public Works	337 S Royal Rd.	119.63
		7448-974-1-20200227	Public Works	N 35th Ave and Pioneer St	35.05
				N 35th and Pioneer St.	35.04
		7124-838-9-20200227	Public Works	Overlook Park - Electricity	97.51
		7123-806-7-20200227	Public Works	Pioneer St. & Gee Creek Loop - Electricity	27.32
		7122-944-7-20200227	Public Works	512 N Allen Dr - Electricity	26.83
		7453-365-4-20200227	Public Works	535 N Abrams Park Rd.	46.52
		7122-942-1-20200227	Public Works	3701 N 3rd Cir - Electricity	26.98
		7207-401-6-20200227	Public Works	800 NE 264 St Intertie 1 - Water	609.13
		7207-402-4-20200227	Public Works	1504 NW Intertie 3 - Water	675.80
		7126-408-9-20200227	Public Works	2300 N 3rd Way Bellwood Trail Lights	34.50
		7516-979-7-20200227	Public Works	(blank)	122.00
CLARK PUBLIC UTILITIES Total					1,992.52
CLARK REGIONAL WASTEWATER DISTRICT	741	025480-000-20200227	Public Works	255 S 56th Pl Well & Reservoir - Sewer	39.75
		032664-000-20200227	Public Works	301 N 3rd Ave CDD - Sewer	25.08
			Community Development	301 N 3rd Ave CDD - Sewer	25.07
		032695-000-20200227	Public Works	109 W Division WWTP - Sewer	184.10
		032899-000-20200227	Public Works	Abrams Park Former Mgr House - Sewer	42.81
		032752-000-20200227	Genl Govt/Facilities	230 Pioneer St City Hall - Sewer	81.95
		032895-000-20200227	Public Works	Abrams Park Restrooms - Sewer	91.12
		032712-000-20200227	Public Safety	116 N Main Ave PD - Sewer	46.49
		032894-000-20200227	Public Works	Abrams Park Kitchen - Sewer	40.98
CLARK REGIONAL WASTEWATER DISTRICT Total					577.35
CLEAN WORLD MAINTENANCE INC	3105	44634	Genl Govt/Facilities	Q1 2020 - Window Cleaning	250.75
			Public Safety	Q1 2020 - Window Cleaning	75.00
CLEAN WORLD MAINTENANCE INC Total					325.75
COLUMBIA RESOURCE COMPANY	114	26890	Public Works	Street Roadkill Disposal	16.32
COLUMBIA RESOURCE COMPANY Total					16.32
COLUMBIAN PUBLISHING	116	19372	Community Development	2020 Title 18 Updates	97.20
		19441	Parks	Boyse Prop Dev Agmt	72.00

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COLUMBIAN PUBLISHING	116	18955	Community Development	Ordinance No 1309	52.20
COLUMBIAN PUBLISHING Total					221.40
COMCAST	2271	2271-202002-109	Genl Govt/Facilities	PW Shop Communications	24.34
			Public Works	PW Shop Communications	375.37
		2271-202002-116	Public Safety	PD Communications - Feb-March 2020	348.18
		2271-202002-230	Genl Govt/Facilities	Internet Services - City Hall	300.34
COMCAST Total					1,048.23
COMDATA NETWORK INC.	1101	20331906	Genl Govt/Facilities	Fuel PW - XN173 - 02/1/2020-02/15/2020	113.99
			Public Works	Fuel PW - XN173 - 02/1/2020-02/15/2020	1,523.79
			Community Development	Fuel CDD - XN173 - 02/1/2020-02/15/2020	329.78
		20331907	Public Safety	Fuel PD - XN795 - 02/1/2020-02/15/2020	889.45
COMDATA NETWORK INC. Total					2,857.01
DEPARTMENT OF LICENSING - CPL	154	RG0000405-2020	Genl Govt/Facilities	CPL Fees - Clark	18.00
		RG0000406-2020	Genl Govt/Facilities	CPL Fees - Anderson	18.00
DEPARTMENT OF LICENSING - CPL Total					36.00
DICK'S TIRE FACTORY	158	D52022	Genl Govt/Facilities	Vehicle Maint - Equipment Trailer	43.93
			Public Works	Vehicle Maint - Equipment Trailer	587.22
		D52508	Public Safety	PD Vehicle Maint	43.25
		D51790	Public Works	Storm Tire Disposal	162.55
DICK'S TIRE FACTORY Total					836.95
ECIVIS INC.	2316	2019-102123	Public Safety	Cops Grant	1,200.00
ECIVIS INC. Total					1,200.00
FERGUSON ENTERPRISES INC # 8423	181	849979	Genl Govt/Facilities	Water Meters	(668.40)
			Public Works	Water Meters	8,625.52
FERGUSON ENTERPRISES INC # 8423 Total					7,957.12
Fred Crippen	191	0191-20200221	Public Works	Meals per-diem - Crippen	91.00
Fred Crippen Total					91.00
GISI MARKETING GROUP	2811	153755	Genl Govt/Facilities	1Sat - Handbills	379.40
GISI MARKETING GROUP Total					379.40
GRAY AND OSBORNE INC	207	19273.00-6	Public Works	Junciton VFD Upgrade Project	2,683.81
		19315.00-2	Community Development	Cloverhill PUD Ph. 3 Final Plat	398.92
		18274.00-20	Public Works	Abrams Park Well 11 Prelim Design/Drilling	33,818.40
		19234.00-13	Public Works	Water System Plan Update	6,101.13
GRAY AND OSBORNE INC Total					43,002.26
GROVER ELECTRIC AND PLUMBING	210	HB14672	Genl Govt/Facilities	City Hall Oper Supp	53.77
GROVER ELECTRIC AND PLUMBING Total					53.77
GSI WATER SOLUTIONS INC.	2971	0727.001-20	Public Works	Hydrological Studies	830.00
GSI WATER SOLUTIONS INC. Total					830.00
H.D. FOWLER COMPANY	2036	I5379139	Public Works	Water Meters	770.85
		I5380930	Public Works	Water Meter	505.43
H.D. FOWLER COMPANY Total					1,276.28
HONEY BUCKETS	223	551413474	Public Works	Davis Park Port a Potty	298.00
HONEY BUCKETS Total					298.00
INTERMEDIA.NET INC	2187	2002164132	Information Technology	Voice Services - Jan 2020	85.20
INTERMEDIA.NET INC Total					85.20

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JANEAN Z PARKER	2199	70	Public Works	Legal Services - Jan 2020	100.00
			Community Development	Legal Services - Jan 2020	2,150.00
			Legal	Legal Services - Jan 2020	2,250.00
JANEAN Z PARKER Total					4,500.00
JESSICA KIPP	2099	2099-20200227	Administration	Mileage Reimb - Kipp	16.88
JESSICA KIPP Total					16.88
JOE TURNER P.C.	1437	965	Community Development	Hearings Examiner - Dec 2019	1,625.31
		950	Community Development	Hearings Examiner - Nov 2019	1,223.73
JOE TURNER P.C. Total					2,849.04
John Brooks	2793	2793-20200203	Public Safety	Meals per-diem - Training - Brooks	149.00
John Brooks Total					149.00
KEITH'S SPORTING GOODS INC.	3049	02112020RPD	Genl Govt/Facilities	Glock 17 & Streamlight	(54.22)
			Public Safety	Glock 17 & Streamlight	699.72
KEITH'S SPORTING GOODS INC. Total					645.50
KENYON DISEND PLLC	1746	189785	Community Development	Prof Att Services - Comp Plan Appeal	280.00
KENYON DISEND PLLC Total					280.00
KILLA BITES INC.	3090	1945	Community Development	SmartGov Training	117.07
KILLA BITES INC. Total					117.07
L.N. CURTIS AND SONS	3075	INV355822	Public Safety	PD Uniforms - Morgan	22.81
L.N. CURTIS AND SONS Total					22.81
LARCH CORRECTIONS CENTER	2088	LCC2001.820	Public Works	Larch Corrections Center - Jan 2020	994.28
LARCH CORRECTIONS CENTER Total					994.28
LINKO TECHNOLOGY INC.	3337	6716	Genl Govt/Facilities	Web Tests - Jan 2020	(0.08)
			Public Works	Web Tests - Jan 2020	1.08
LINKO TECHNOLOGY INC. Total					1.00
LOUISA GARBO	3332	3332-20200227	Community Development	New Emp Lunch Reimb - Garbo	100.91
LOUISA GARBO Total					100.91
MARIUS L MALATTIA	1817	134	Community Development	Design Reviews - Jan 2020	1,917.50
MARIUS L MALATTIA Total					1,917.50
MINISTER-GLAESER SURVEYING INC.	1044	66700	Community Development	Gress Annexation	340.00
MINISTER-GLAESER SURVEYING INC. Total					340.00
MJB CONSULTING INC	3117	1884	Genl Govt/Facilities	State Lobbyist - Jan 2020	2,500.00
		1891	Genl Govt/Facilities	State Lobbyist - Feb 2020	2,672.83
MJB CONSULTING INC Total					5,172.83
MODERN MARKETING	3014	MMI136665	Genl Govt/Facilities	PD - Strobe Lights	(88.31)
			Public Safety	PD - Strobe Lights	1,139.67
MODERN MARKETING Total					1,051.36
MUNICIPAL CODE CORP.	1185	339359	Genl Govt/Facilities	Online Code Hosting - Feb 2020-Jan 2021	950.00
		339571	Genl Govt/Facilities	Codification	276.50
MUNICIPAL CODE CORP. Total					1,226.50
NAPA AUTO PARTS	498	158685	Genl Govt/Facilities	Vehicle Maint - Chevy 3500/Spencer	8.50
			Public Works	Vehicle Maint - Chevy 3500/Spencer	68.99
		163380	Genl Govt/Facilities	Chevy 3500 Maint	3.38
			Public Works	Chevy 3500 Maint	45.12
		164883	Genl Govt/Facilities	Vehicle Maint - Chevy 3500	15.08

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NAPA AUTO PARTS	498	164883	Public Works	Vehicle Maint - Chevy 3500	201.62
		162980	Genl Govt/Facilities	Backhoe Maint	6.25
			Public Works	Backhoe Maint	83.60
		165891	Public Safety	PD Vehicle Maint	6.32
NAPA AUTO PARTS Total					438.86
NATIONAL BAND AND TAG CO	306	46182	Public Safety	PD Oper Supp	72.22
NATIONAL BAND AND TAG CO Total					72.22
ONE CALL CONCEPTS	326	19092	Public Works	Excacation Notif./Modem Ticket Delivery - Jan 2020	266.64
ONE CALL CONCEPTS Total					266.64
OTAK INC.	1787	22000020	Genl Govt/Facilities	Discovery Corridor Economic Vision	14,105.58
OTAK INC. Total					14,105.58
PACIFIC OFFICE AUTOMATION	1564	66951067	Genl Govt/Facilities	(blank)	5.01
				City Hall Copier Lease	575.35
				RACC Copier Lease	19.97
			Public Works	(blank)	77.20
				RACC Copier Lease	267.71
			Community Development	RACC Copier Lease	287.68
PACIFIC OFFICE AUTOMATION Total					1,232.92
PATRICK HILDRETH BRAND AND DESIGN	2372	1599	Genl Govt/Facilities	Prof Design & Web Maint	725.00
		1469	Information Technology	Web Maint - Quarterly Plan	200.00
PATRICK HILDRETH BRAND AND DESIGN Total					925.00
PBS ENGINEERING AND ENVIRONMENTAL	342	0071272.000-19	Community Development	Developer Plan Review - Jan 2020	831.25
PBS ENGINEERING AND ENVIRONMENTAL Total					831.25
PETERSON CAT	1767	PC540009606	Genl Govt/Facilities	Mini Excavator Maint.	1.25
			Public Works	Mini Excavator Maint.	16.76
PETERSON CAT Total					18.01
PIONEER PEST MANAGEMENT	2040	340520	Public Safety	Pest Management - PD	107.32
		340687	Genl Govt/Facilities	Pest Management - City Hall	129.00
PIONEER PEST MANAGEMENT Total					236.32
PORTLAND ENGINEERING INC	2082	9339	Public Works	Prof Fees - S 56th VFD Proj - Jan 2020	146.34
PORTLAND ENGINEERING INC Total					146.34
POWER RENTS LLC	2798	54911-2	Public Works	Abrams Prk Fireplace Rental	151.76
POWER RENTS LLC Total					151.76
RELIANT BEHAVIORAL HEALTH LLC	2568	234033	Genl Govt/Facilities	EAP - 2020	37.84
			Public Safety	EAP - 2020	371.93
			Public Works	EAP - 2020	505.81
			Community Development	EAP - 2020	286.10
			Finance	EAP - 2020	171.66
			Human Resources	EAP - 2020	37.19
			Administration	EAP - 2020	105.86
			Executive	EAP - 2020	28.61
RELIANT BEHAVIORAL HEALTH LLC Total					1,545.00
RICOH USA INC.	1662	103245387	Public Safety	Copier Lease - PD	190.65
RICOH USA INC. Total					190.65
RIDGEFIELD MINI STORAGE	2932	E74-75-76-2020	Genl Govt/Facilities	Storage Unit Rental - 2020	11,880.00

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RIDGEFIELD MINI STORAGE Total					11,880.00
RIDGEFIELD SCHOOL DISTRICT	378	1001900045	Genl Govt/Facilities	(blank)	817.82
			Public Works	(blank)	704.13
			Community Development	(blank)	2,954.30
RIDGEFIELD SCHOOL DISTRICT Total					4,476.25
SHRED-IT US JV LLC	2274	8129098569	Public Safety	Secure Shredding - PD	78.12
		8129098568	Genl Govt/Facilities	Secure Shredding - City Hall	40.95
SHRED-IT US JV LLC Total					119.07
SIERRA SANTA FE CORP.	1572	889632	Genl Govt/Facilities	Retainage Release - Sierra Santa Fe Corp	4,717.25
SIERRA SANTA FE CORP. Total					4,717.25
SMARSH	2550	INV00575335	Information Technology	Social Media/Email Archiving	55.55
SMARSH Total					55.55
STATE OF WASHINGTON DEPARTMENT OF REVENUE	156	0-012-860-838	Genl Govt/Facilities	Jan 2020 B&O and Excise Tax	481.92
			Public Works	Jan 2020 B&O and Excise Tax	14,471.48
STATE OF WASHINGTON DEPARTMENT OF REVENUE Total					14,953.40
SYMBOLARTS LLC	1866	0347930-IN	Public Safety	Badges	1,558.53
SYMBOLARTS LLC Total					1,558.53
THE PARR COMPANY	964	26488820	Genl Govt/Facilities	PW Oper Supp	1.42
			Public Works	PW Oper Supp	18.95
		26489365	Public Works	Well 11 Supplies	37.70
		26489925	Public Works	Well 11 Supplies	24.92
THE PARR COMPANY Total					82.99
TLC TOWING	431	129580	Public Works	Parks - Rental Equip Tow	135.50
TLC TOWING Total					135.50
TRUEPOINT SOLUTIONS	3064	20-078	Public Works	Stormwater Prof Services - Jan 2020	525.00
TRUEPOINT SOLUTIONS Total					525.00
USA BLUEBOOK	444	133591	Public Works	Water Oper Supp	614.57
USA BLUEBOOK Total					614.57
WALLIS ENGINEERING	464	14962	Public Works	S 3rd Improvements	17,355.37
			#N/A	S 3rd Improvements	5,785.12
		14963	Public Works	S 3rd Undersized Main Replacement	2,571.40
WALLIS ENGINEERING Total					25,711.89
WASHINGTON STATE PATROL	463	I20004885	Genl Govt/Facilities	Background Checks - CPL	108.25
WASHINGTON STATE PATROL Total					108.25
WELLS FARGO	1681	202001-4015	Genl Govt/Facilities	Arends Amazon PW shop LED lights	38.92
				Arends Amazon rear brakes Polaris trail Veh.	3.77
				Arends Amazon CAT backhoe repair manual case	1.40
				Arends Round Table Pizza lunch - pesticide class - Tad	3.35
				Arends Round Table Pizza lunch - pesticide class - Eli	2.01
				Arends Amazon blades for metal chop saw	2.25
				Arends Round Table Pizza lunch - pesticide class - Nick J	1.35
				Arends Round Table Pizza lunch - pesticide class - Spencer	2.01
				Arends Amazon Hinges for City Hall Gates	96.10
			Public Works	Arends Amazon PW shop LED lights	520.44
				Arends Amazon rear brakes Polaris trail Veh.	50.42

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WELLS FARGO	1681	202001-4015	Public Works	Arends Amazon CAT backhoe repair manual case	18.71
				Arends Round Table Pizza lunch - pesticide class - Tad	10.07
				Arends Round Table Pizza lunch - pesticide class - Eli	11.40
				Arends Amazon blades for metal chop saw	30.00
				Arends Round Table Pizza lunch - pesticide class - Nick J	12.08
				Arends Round Table Pizza lunch - pesticide class - Spencer	11.40
				Arends Amazon gate latch for dog park	47.70
		202001-5494	Genl Govt/Facilities	Kipp The Sportsmans 1SAT Supplies	21.68
				Kipp Sticker Mule 1SAT Supplies	39.02
				Kipp Apple.com Events	10.83
				Kipp Beaumont Florist Legislative breakfast-Use Sales tax	(23.07)
				Kipp Apple.com City Hall Music	14.08
				Kipp Party City 1SAT Supplies	37.89
				Kipp Facebook Event Marketing	53.78
				Kipp Amazon 1SAT Supplies	119.22
				Kipp WSP Background Checks Peddlers license background check	11.00
			Public Works	Kipp Amazon Community Garden Supplies	14.73
				Kipp Amazon Community Garden	21.67
			Council	Kipp Beaumont Florist Legislative breakfast	297.82
			Finance	Kipp Amazon Acct Asst Phone Cord	5.41
			Human Resources	Kipp Costco Wellness	385.71
				Kipp Wellworks Wellness Challenge prizes	150.00
			Administration	Kipp Amazon Date Stamp - DeMoss	25.13
		202001-3663	Community Development	Garbo Rosauers Cake for Angie's departure	21.99
				Garbo Rosauers Carty Rd plan PAC Meeting	24.97
				Garbo Teriyaki Thai New Emp Lunch	27.61
				Garbo Seasons Coffee Carty Rd plan PAC Meeting	20.35
		202001-4056	Genl Govt/Facilities	Ferriss Peter Corvallis First Saturday Event rental	57.64
				Ferriss USPS SMARSH termination letter	6.85
			Council	Ferriss Columbian Publishing Economic Forecast Breakfast - Counc	330.00
				Ferriss Red Lion Hotel AWC City Action Days - Council Member Lin	141.13
				Ferriss Red Lion Hotel AWC City Action Days- Mayor Stose	141.13
				Ferriss Red Lion Hotel AWC City Action Days - Council Member Day	141.13
				Ferriss Columbian Publishing Economic Forecast Breakfast - 2 add	110.00
				Ferriss Red Lion Hotel AWC City Action Days - Council Member Aic	141.13
				Ferriss Brown Paper Tickets CREDC Annual Event - Council	100.00
				Ferriss AWC Mayor's Exchange - Stose	50.00
				Ferriss Columbian Publishing Economic Forecast Breakfast - Stose	55.00
				Ferriss Red Lion Hotel AWC City Action Days - Council Member Wel	141.13
				Ferriss Red Lion Hotel AWC City Action Days - Council Member Zie	141.13
			Executive	Ferriss AWC Mayor's Exchange - Stuart	50.00
				Ferriss Columbian Publishing Economic Forecast Breakfast - Stuar	55.00
		202001-7229	Genl Govt/Facilities	Blehm Amazon Scott Brunson's phone case	0.67
				Blehm Society for Human Resource 2020 Labor law posters	427.58
				Blehm Amazon City Hall water filter	61.59

Attachment: February 27 2020 Claims Report (Approval of Claims And/OR Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: February 27, 2020

WELLS FARGO

1681	202001-7229	Genl Govt/Facilities	Blehm Office Depot Supplies	16.23
			Blehm Amazon City Hall supplies	77.02
		Public Safety	Blehm Fuel Bistro Safety Committee lunch - Cathy	16.05
		Public Works	Blehm Fuel Bistro Safety Committee lunch - Lisa	16.04
			Blehm Fuel Bistro Safety Committee lunch - Ryan	16.04
			Blehm Amazon Scott Brunson's phone case	32.92
		Community Development	Blehm Party City Jim Perry's farewell luncheon	17.28
			Blehm Target Jim Perry's farewell luncheon	65.12
		Human Resources	Blehm Fuel Bistro Safety Committee lunch - Tracy	14.45
			Blehm Fuel Bistro Safety Committee lunch - Lee	6.42
			Blehm Costco Wellness Snacks	314.02
		Administration	Blehm Fuel Bistro Safety Committee lunch - Tracy	1.60
			Blehm TxtSignal.com Social media community	39.00
			Blehm Fuel Bistro Safety Committee lunch - Lee	9.63
			Doriot Amazon Notebooks for officers	57.31
	202001-5961	Public Safety	Doriot Van Meter & Associates Report Writing class for Off. King	170.00
			Doriot Summit Sign & Safety Reflective Traffic Vest for Officers	360.94
			Doriot Amazon Leg Holster	25.69
	202001-8989	Public Safety	Brooks AirBnB Lodging during 2 day training	88.96
			Brooks FBI National Academy Tuition for training	300.00
			Brooks FBI National Academy Professional Dues	135.00
	202001-2960		Brooks Audible Error - Refunded	16.21
		Public Works	Johnson DSU Peterbilt Street Sweeper Repairs	395.32
		Community Development	Johnson J2 Efax CDD Faxline - 2020	16.95
		Finance	Johnson Fuel Bistro Welcome Lunch Julia	55.51
			Johnson Clark County Parking Affordable Housing Meeting Clark Cun	1.25
			Johnson Nat. Institute of Gov Julia dues for National NIGP (Proc	190.00
			Johnson WWW.WANIGP.ORG Julia dues for Wa Chapter NIGP (Procureme	40.00
			Johnson GFOA GFOA convention closing event - Julieta & Kirk	50.00
			Johnson WFOA 2020 WFOA Memb-Freimuth	75.00
			Johnson GFOA GFOA Convention Reg - Kirk	420.00
			Johnson GFOA GFOA Convention Reg - Julieta	420.00
			Johnson WFOA 2020 WFOA Memb-Giles	75.00
	202001-1133	Genl Govt/Facilities	Brunson Billygans Roadhouse Pest Class Lunch - Scott	0.31
			Brunson Round Table Pizza Pest Class Lunch - Scott	0.25
			Brunson Amazon Unauthorized Purchase - Kipp	169.08
		Public Works	Brunson Arco Sludge removal work through break	7.76
			Brunson Round Table Pizza Pest Class Lunch - Ryan	12.24
			Brunson Billygans Roadhouse Pest Class Lunch - Scott	15.39
			Brunson Round Table Pizza Pest Class Lunch - Scott	12.01
			Brunson Billygans Roadhouse Pest Class Lunch - Nick	15.70
			Brunson Billygans Roadhouse Pest Class Lunch - Ryan	15.70
	202001-1889	Genl Govt/Facilities	Stuart Amazon Coffee/espresso machine for Ridgefield City Hall	530.52
		Executive	Stuart Rosaur's Meeting w/new Ridgefield commercial business	20.27
			Stuart WF4WASBASSOC Service Fee Transaction Fee for Professional	12.20

Attachment: February 27 2020 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: February 27, 2020

5.1.a

WELLS FARGO	1681	202001-1889	Executive	Stuart Adobe Monthly Subscription	16.25
				Stuart Teriyaki Thai Meeting re: commercial development at Ridge	18.79
				Stuart Billygans Roadhouse Meeting w/developers re: construction	18.94
				Stuart WSBA Renewal Fee for Professional Licensing	488.00
				Stuart Budd Bay Cafe Meeting w/City Councilors and legislator	496.10
				Stuart Country Cafe Meeting w/City Councilors	54.42
				Stuart GA Campus Parking Meetings with State Legislators	6.00
				Stuart Red Lion Hotel Olympia Lodging for AWC City Days	141.13
				Stuart The Sportsmans Meeting w/City Councilors	86.00
		202001-8764	Genl Govt/Facilities	Knottnerus Sticker Mule Welcome Bags	598.37
			Human Resources	Knottnerus The Birds and Beans All Hands Meeting	20.00
			Administration	Knottnerus Wa Trust for Historical Training - Knottnerus	240.00
				Knottnerus Amazon Web Serices Website Backup	0.37
				Knottnerus Adobe Marketing/Community Engagement 2020	57.44
				Knottnerus Eclinchier Marketing/Community Engagement - 2020	49.00
		202001-9760	Public Safety	Hoots GA Campus Parking parking fee for training - olympia	16.00
				Hoots Amazon computer keyboard- chief label maker tape	45.39
				Hoots Costco Toilet Paper PD	18.42
				Hoots Amazon Post-it notes	10.83
				Hoots Amazon gun safe for patrick	74.74
				Hoots Amazon Pens- latex glves- label tape- USB sticks	90.77
				Hoots Galls Names plates for Santos & Morgan	17.18
				Hoots Amazon Sharpies	8.73
				Hoots Galls Name plate for Nic Siem	13.66
				Hoots Amazon Car air wedge pump kit for patrol	20.59
				Hoots Amazon Trash bags Pd	32.51
				Hoots Costco Coffee for PD	36.99
		202001-8453	Public Works	Kast DOL Engineering License renewal	116.00
			Community Development	Kast Clark County GIS Printing recorded documents for Hillhurst	25.00
		WELLS FARGO Total			
WILCO FARM STORE	655	708536	Genl Govt/Facilities	PW Shop Supplies	4.22
			Public Works	PW Shop Supplies	56.41
		708697	Public Works	Parks/Streets Oper Supp	161.52
WILCO FARM STORE Total					222.15
Williams Edward & Brenda	UB*00308	(blank)	Genl Govt/Facilities	Refund Check 009852-000 408 N Helens View Dr	73.00
Williams Edward & Brenda Total					73.00
Grand Total					537,034.10

Attachment: February 27 2020 Claims Report (Approval of Claims And/OR Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 27, 2020

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from the February 13, 2020 Meeting

AGENDA ITEM TITLE:

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

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

Not applicable

RECOMMENDED ACTION OR MOTION:

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

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 02-13-2020 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
February 13, 2020

Regular Meeting - 6:30 PM

STUDY SESSION - 5:30 P.M.

1. Ridgefield Community Survey Update

GENERAL SESSION CALL TO ORDER - 6:30 PM

FLAG SALUTE

ROLL CALL

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

LATE CHANGES TO THE AGENDA

PUBLIC COMMENT

Bill Baumann

Provided an updated on Green Bag Program (Clark County Neighbors Food Project)

CONSENT AGENDA - MOTION TO APPROVE AS AMENDED (CLAIMS INCREASED BY \$54,000; CHECK #31599)

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

1. Approval of Claims And/Or Payroll

2. Approval of Minutes from the January 23, 2020 Meeting

PRESENTATION

Pink Patch Project Donation - Ridgefield Police Department

BUSINESS

Attachment: 02-13-2020 (Approval of Minutes)

1. Second Reading of Ordinance No. 1310 - Traffic Impact Fee Update - Bryan Kast, Public Works Director

The City of Ridgefield's Capital Facilities Plan (CFP) is used by the City to plan the future roadway network, establish requirements for developments and to plan, design, and fund City led transportation improvements. The current CFP update evaluates the transportation system as a whole, reviews existing conditions with a focus on recent development activity, updates the transportation model to include completed and vested development, and identifies system expansion and transportation system needs to develop a list of projects to meet the current and future demand. This ordinance will remove the Traffic Impact Fee (TIF) list from the CFP to allow better flexibility to amend or update the list. In addition, project costs for Royle Road were updated to reflect the design work that has been completed along that corridor over the past few years. Lastly the public share and TIF share of projects on the main Arterials of the city (Pioneer Street, Royle Road, and Hillhurst) were updated. The public share now reflects the cost to repair the pavement on these roads to a PCI of 100, and the TIF share was adjusted up to reflect the reduction of the public share. All other costs and rankings have not changed.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1310 AS PRESENTED.

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

2. Second Reading of Ordinance No. 1311 - Pioneer Frontage Development Agreement - Bryan Kast, Public Works Director

Ridgefield Development Standards require developers to complete frontage improvements to roadways that are adjacent to the projects. For the past few years City staff have been working with several developers west of Royle road on the improvements to Pioneer Street. From east to west these projects are Pioneer Village, Century Link, Horns Corner Community Park, Ridgefield Apartments and Heron Woods. Due to the timing of the projects coinciding, WSDOT required that the frontage improvements along Pioneer Street for all of these projects be constructed as one large project. Hinton development and SGA Engineering have taken the lead in designing the improvements and together the partners have drafted an agreement to identify the responsibilities of each of the parties. To facilitate the project the City will be responsible for providing TIF credits for the improvements. Additionally, the City will be responsible for wetland permitting and mitigation bank credits for the wetland impacts along the park site. Costs for the design and construction of the improvements will be divided among the other parties.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1311 AS PRESENTED.

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

3. Motion - Approval of Cloverhill Phase 3A Final Plat

The applicant proposes to subdivide the 6.8-acre site with Assessor's #986051854 into 34 single-family detached residential lots, as approved with the preliminary PUD. The lots are numbered 143-176. The lots range from 6,000 square feet (Lots 172-175) to 9,435 square feet (Lot 149), consistent with the lot sizes and density approved through the Cloverhill preliminary PUD. The average lot size is 6,603 square feet. N 43rd Place, S 16th Way, S 44th Place, and S 17th Way are public streets that provide access to Lots

143-176. These public streets connect to S 15th Street to the north and to Cloverhill Phase 4 to the west. S 43rd Place and S 44th Place stub south to future Cloverhill Phase 3B. Cloverhill Phase 3A includes stormwater easements across Lots 157-168 and 171-176, to be owned and maintained by the individual lot owners with an inspection and maintenance easement to the HOA and an inspection easement to the City. Cloverhill Phase 3A does not contain any critical areas or open space tracts. An integrated system of sidewalks and trails connects residential lots to open space tracts throughout the Cloverhill PUD.

City Council conducted discussion.

MOTION: MOVED TO APPROVE CLOVERHILL PHASE 3A FINAL PLAT AS PRESENTED.

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

PUBLIC COMMENT

Michael Jennings

Providing free help with communication brochures for citizens

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Ziemer - Attended numerous meetings regarding school bond.

Council Member Onslow - Attended AWC City Actions Days, CDGB meeting.

Council Member Wells - Attended pre-application conference meeting.

Council Member Aichele - Attended Lions Club meeting.

Council Member Lindsay - Attended AWC City Actions Days, pre-application meeting, CREDC investors annual meeting.

Council Member Day - Attended First Saturday event, City Manager briefing, AWC City Action Days.

Mayor

Met with the new Director of USFWS Headquarter.

City Manager

City Manager Steve Stuart - Main Avenue Access Project Ribbon Cutting schedule on February 14th at 1PM, downtown new business's update.

Community Development Director Louisa Garbo - Carty Road Subarea plan update.

Public Works Director Bryan Kast - Public Works new equipment update, Overpass project update.

Deputy City Manager Lee Knottnerus - Recruitment update provided.

Police Chief John Brooks - New representative to the Public Health Advisory Council, provided an update on an incident occurred with the Amtrak.

ADJOURN - [7:20 PM](#)

Julie Ferriss, City Clerk

Don Stose, Mayor

Attachment: 02-13-2020 (Approval of Minutes)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 27, 2020

ITEM: BUSINESS

AGENDA ITEM TITLE: Adoption to Financial Policy #03: Credit Card Usage

GOVERNING LEGISLATION:

RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

PREVIOUS COUNCIL ACTION TAKEN:

Adopted Resolution No. 563 on September 12, 2019 implementing the Credit Card Usage policy

SUMMARY/BACKGROUND:

Financial policy #03: Credit Card Usage was initially adopted and made effective by authority granted to the City Manager. In 2019 the policy was adopted by Resolution of the City Council due to guidance provided by the Office of the State Auditor.

Staff are recommending changes to the policy to include adding authorized card holders and language providing the City Manager or Finance Director the authority to issue new cards as the need arises without taking a new resolution to Council each time a card is issued.

Policy language has been updated to specify authority levels and how the policy is adopted. Language has also been added to specify charges that are not eligible for credit card purchase and clear language on the process if ineligible charges are made by card holders.

Recommendations are made to mirror best practice in the industry and State Auditor recommendations for credit card programs. We believe the policy addressed all issues and provides proper guidance to staff who are authorized to use bank cards, merchant cards and fleet fuel cards in addition to city vendor accounts.

BUDGET/FINANCIAL IMPACTS:

None

RECOMMENDED ACTION OR MOTION:

Staff recommends that Council adopt Resolution No. 571 as presented by making the following motion:

"I move to adopt Resolution No. 571 as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

Policy #03 Credit Card Usage 2.27.2020 Clean Copy (DOCX)
Policy #03 Credit Card Usage 2.27.2020 Redlined (DOCX)

Resolution No.571

ADOPTION TO FINANCIAL POLICY #03: CREDIT CARD USAGE

WHEREAS, the City of Ridgefield established credit card usage policies by adopting Resolution No. 563; and

WHEREAS, the City deems it necessary to update these credit card usage policies to follow industry best practice and current use; and

WHEREAS, these policies provide the guidelines for city staff and officials on the proper use of city credit cards; and

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

Section 1. The City Council of the City of Ridgefield approves the updated version of the credit card usage policies, a copy of which is attached and referenced as Exhibit A.

Section 2. The City Manager, Finance Director, and Deputy City Manager are hereby authorized to implement such policies as necessary to carry out the directions of this Resolution.

Section 3. Effective date of this Resolution shall be in full force and effect on the date adopted by the City Council.

ADOPTED AT A REGULAR SESSION BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON ON THE 27TH DAY OF FEBRUARY, 2020.

CITY OF RIDGEFIELD

Don Stose, Mayor

ATTEST:

Julie Ferriss, City Clerk

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

Replaces and Cancels: Credit Card Usage September 12, 2019, Resolution No. 563

References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

PURPOSE

The purpose of this credit card usage policy is to provide guidelines for the use of City credit cards to transact official City business. Credit cards offer an alternative procurement method to improve the efficiency, flexibility and convenience to purchase goods and contracted services. The use of a credit card is not a means to avoid City purchasing policies. Rather, credit cards are to be used within the same statutes, rules, policies, and procedures as purchases by any other means of payment.

AUTHORITY

The Finance Director is appointed by the City Manager to oversee and recommend procurement policies and procedures that best meet the needs of the City of Ridgefield and follow applicable state laws. Policies are adopted by Resolution and procedures are implemented by the Finance Director. Credit card usage is authorized per RCW 43.09.2855.

AUTHORIZED CREDIT CARDS

The City of Ridgefield authorizes the following credit cards to be issued to add efficiency and flexibility to order goods and services from vendors:

1. Bank cards issued from the current City depository or a reputable card issuer (Visa, Mastercard or American Express).
2. Merchant cards issued for specific vendors such as office supply, home improvement etc.
 - a. Home Depot
 - b. Lowes Home Improvement
 - c. Sears
3. Fleet fuel cards through the City's authorized payment processor.

CREDIT LIMITS

The credit limit for an individual credit card will be determined by the Finance Department and Department Director dependent on departmental needs for each individual assigned a City credit card. Limits will begin at \$500 and will not exceed \$5,000 for any one individual card. Merchant cards such as a Home Depot or Sears's card will have credit limits set at an account level basis and not on an individual cardholder basis. Fleet fuel card limits are set on an account level basis and not on an individual cardholder basis.

AUTHORIZED PURCHASES

Credit card policies are adopted by Resolution of the City Council. City Council has authorized the City Manager and Finance Director to implement procedures for the use of City credit cards for the following uses:

1. Travel: Credit cards may be used by authorized personnel (Card Issuance) for official City business. Official City business is related to expenditures for hotel, airline tickets, parking, ferry, taxi, meals (unless advanced Per Diem) and other travel related expenses as

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

Replaces and Cancels: Credit Card Usage September 12, 2019, Resolution No. 563

References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

authorized by the City Manager or designee and in compliance with City of Ridgefield travel and meal expenses policy (Employment Policy #806). In addition, the authorized personnel may use the City credit card for conference and class registrations.

2. Purchases: The assigned credit cards may be used to purchase goods and services at point of sale, by telephone, fax, internet, or U.S. mail as needed to improve efficiency and provide flexibility. Purchases must be made within approved budget and authority level granted on an individual basis. Purchases completed by credit card are subject to City of Ridgefield procurement policies.
3. Payment of Claims: The City is authorized to contract with their City depository for the use of one-time credit card payments of claims through a program designed to increase efficiency in electronic claims payments and a reduction in staff time managing the claims process.
4. Charge Account: The City maintains vendor charge accounts with multiple businesses. City staff are authorized to purchase goods and services from these vendors for official City business. Itemized receipts with the business purpose are required to be turned into the Finance Department for all purchases made on vendor charge accounts. In the event a receipt is unable to be attained or is lost refer to the section on *Reconciliation procedure* 2 page 4.
5. Fleet Fuel Cards: The City provides fuel cards that are assigned to specific City vehicles. Gas cards may be used to purchase fuel and routine maintenance items such as oil, window washer fluid, etc. Each employee authorized to drive a City vehicle is assigned a unique pin number to use during the purchase of fuel.
6. Merchant Cards: Cards will be maintained and stored in the Finance Department safe located at City Hall. Cards will be checked out to authorized staff when they are needed for official business purchases.

UNAUTHORIZED USE OF CREDIT CARDS

Credit cards cannot be used to purchase items for personal use or non-City of Ridgefield purposes, even if the cardholder intends to reimburse the City. In the event that unauthorized charges are incurred inadvertently, the card holder will be responsible to reimburse the City immediately. Unauthorized and/or inappropriate card use includes, but is not limited to:

1. Items for personal use
2. Items for non-City of Ridgefield purposes
3. Cash or cash advances
4. Alcoholic beverages
5. Weapons or explosives of any kind (except authorized Police Department purchases)
6. Relocation expenses
7. Entertainment
8. Recreation
9. Prevailing wage or professional services

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

Replaces and Cancels: Credit Card Usage September 12, 2019, Resolution No. 563

References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

10. Meals during travel status

CARD ISSUANCE

Credit Cards will be issued to the following departments and positions. The City Manager and Finance Director are authorized to issue additional cards to departments and positions as the need arises. An individual may only receive a card after completing and signing a *City of Ridgefield Credit Card User Agreement* (appendix A). The *Credit Card User Agreement* is an acknowledgement that the cardholder has read and will abide by the credit card policies and procedures.

1. Executive
 - a. City Manager
2. Administration
 - a. Deputy City Manager
 - b. City Clerk
 - c. HR Analyst
 - d. Community Relations Specialist
3. Finance
 - a. Finance Director
 - b. Procurement Specialist
4. Community Development
 - a. Community Development Director
5. Public Works
 - a. Public Works Director
 - b. Facilities Supervisor
 - c. Utilities Supervisor
 - d. Stormwater Supervisor
5. Public Safety
 - a. Police Chief
 - b. Lieutenant
 - c. Police Clerk
6. Fleet fuel cards are assigned to specific City vehicles. City staff authorized to drive City vehicles are issued a unique pin number to use when purchasing fuel using the assigned gas cards.

PROCEDURES FOR OBTAINING CARDS

1. If a position is currently authorized to have a card issued, the Finance Department will order the card after the employee start date.
2. If the request is for an additional position that is not currently authorized for a card, the Department Director will make a request to the Finance Department, to issue a card and credit limit to an individual within their department.

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

Replaces and Cancels: Credit Card Usage September 12, 2019, Resolution No. 563

References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

3. The Finance department will review the request to ensure the limit is within the City's authorized overall credit limit with the credit card issuer.
4. The City Manager or Finance Director will review the request for approval.
5. The Finance department will order the new City card with the individuals name from the card issuer.
6. The card will be set-up as a sub-account of the City's overall credit card account. This insures proper monitoring of expense and payments within City policy.

RECONCILIATION

1. Payment of all credit card expenditures is contingent upon the City Manager's or Department Director's approval of the monthly statement of transactions. The City Manager will have their credit card expenditures approved by the Finance Director.
2. If the expenditure is not allowed per City policy, the assigned credit card holder will be responsible for reimbursing the City within two (2) business days.
3. Itemized receipts must be obtained for each credit card transaction. In the event a receipt is unable to be attained, or is lost prior to the request for reimbursement, a *Lost Receipt Form* shall be submitted. The *Lost Receipt Form* will describe the vendor name, purchase amount, and official business purpose for the charge. The *Lost Receipt Form* requires approval from the employee's Department Director. Department Director's will have their *Lost Receipt Form* approved by the City Manager. The City Manager will have their *Lost Receipt Form* approved by the Finance Director. Lost Receipt forms will be monitored by the Finance Department, repeated instances may result in suspension or revocation of the card.
4. The purpose of the charge and the name of the individual(s) involved must be clearly written on the receipt. Meal receipts must note who ate and the purpose of the meeting.
5. The Finance Department will verify a reconciliation form is provided for each credit card statement, matching itemized receipts to the credit card transaction listed on the statement.
6. Cardholders are responsible for certifying the charges were for official business use and ensuring that all receipts and the correct business purpose are included with the reconciliation form.
7. Reconciliation forms must be submitted by the 5th of the month following the transaction date, unless otherwise arranged with the Finance Department.
8. Approved reconciliation forms will be processed for payment by the Finance Department.

CONTROL

1. The assigned cardholder is responsible for contacting the vendor when supplies purchased with the credit card are not acceptable (incorrect order, damaged etc.) and for arranging a return for credit or exchange. Cardholder shall not accept any type of store credit or cash refund in lieu of a credit to the issued card.

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

Replaces and Cancels: Credit Card Usage September 12, 2019, Resolution No. 563

References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

2. The Finance Director is responsible for administration of the cards to include, but not limited to, selection of the card provider, payment of credit card bills, managing the issuance of cards and ensuring proper use.
3. At the direction of the City Manager the Finance Director will disallow the use of the assigned City credit card for violation or misuse of the credit card in accordance with this policy.
4. It is the responsibility of the cardholder to immediately report a lost or stolen credit card to the card issuer and the Finance Department. In the event the card is lost or stolen outside of business hours the cardholder should immediately report the lost or stolen card to the issuing bank. The cardholder should follow-up on the next business day by also notifying the Finance Department. During business hours the Finance Department will assist in reporting the card lost or stolen to the issuing bank.
5. In the event a cardholder discovers fraudulent charges on their credit card, they are responsible for notifying the Finance Department so they can file the dispute forms with the issuing bank.
6. Cardholders are required to return their City credit card immediately if they transfer to a position that no longer requires the use of a card or if the employee separates from employment with the City of Ridgefield.

The Finance Department may audit, review or question transactions at any time.

Any variance and/or violation of the procedures or processes included in the credit card policies will be considered improper use of the card and may result in the card suspension or cancellation, and disciplinary action, up to and including termination of employment. Misuse of the card could result in discipline and/or personal liability for dishonored charges. In the event that the employee misuses the card and charges items that are prohibited as personal use items, the employee may have to remit back to the City or consent to the deduction of those amounts from wages or other sums due or to become due from the employee.

The recommendation to revoke or suspend the credit card will be made by the Finance Director and approved in consultation with the City Manager and Human Resources Department. If a credit card is suspended, it shall be suspended for a minimum of one (1) month. If the suspended credit card is returned to the cardholder and there is a second occurrence for the same violation, the credit card may be revoked. In the event a credit card is revoked or suspended, the Finance Director will convene a meeting to discuss the issue and review options which may include all or some of the following people: the credit card holder, their department director, their department manager/supervisor, and others as applicable.

Violations may be looked at cumulatively or based on a single violation.

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

Replaces and Cancels: Credit Card Usage ~~August-September 128~~, 2019~~5~~, Resolution No. 563

References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

PURPOSE

The purpose of this credit card usage policy is to provide guidelines for the use of City credit cards to transact official City business. Credit cards offer an alternative procurement method to improve the efficiency, flexibility and convenience to purchase goods and contracted services. The use of a credit card is not a means to avoid City purchasing policies. Rather, credit cards are to be used within the same statutes, rules, policies, and procedures as purchases by any other means of payment.

AUTHORITY

The Finance Director is appointed by the City Manager to oversee and ~~establish-recommend~~ procurement policies and procedures that best meet the needs of the City of Ridgefield and follow applicable state laws. Policies are adopted by Resolution and procedures are implemented by the Finance Director. Credit card usage is authorized per RCW 43.09.2855.

AUTHORIZED CREDIT CARDS

The City of Ridgefield authorizes the following credit cards to be issued to add efficiency and flexibility to order goods and services from vendors:

1. Bank cards issued from the current City depository or a reputable card issuer (Visa, Mastercard or American Express).
2. Merchant cards issued for specific vendors such as office supply, home improvement etc.
 - a. Home Depot
 - b. Lowes Home Improvement
 - c. Sears
3. Fleet fuel cards through the City's authorized payment processor.

CREDIT LIMITS

The credit limit for an individual credit card will be determined by the Finance Department and Department Director dependent on departmental needs for each individual assigned a City credit card. Limits will begin at \$500 and will not exceed \$5,000 for any one individual card. Merchant cards such as a Home Depot or Sears's card will have credit limits set at an account level basis and not on an individual cardholder basis. Fleet fuel card limits are set on an account level basis and not on an individual cardholder basis.

AUTHORIZED PURCHASES

Credit card policies are adopted by Resolution of the City Council. City Council has authorized the City Manager and Finance Director to implement ~~policies and~~ procedures for the use of City credit cards for the following uses:

1. Travel: Credit cards may be used by authorized personnel (Card Issuance) for official City business. Official City business is related to expenditures for hotel, airline tickets, parking,

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

Replaces and Cancels: Credit Card Usage August-September 128, 2019, Resolution No. 563

References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

ferry, taxi, meals (unless advanced Per Diem) and other travel related expenses as authorized by the City Manager or designee and in compliance with City of Ridgefield travel and meal expenses policy (Employment Policy #806). In addition, the authorized personnel may use the City credit card for conference and class registrations.

2. Purchases: The assigned credit cards may be used to purchase goods and services at point of sale, by telephone, fax, internet, or U.S. mail as needed to improve efficiency and provide flexibility. Purchases must be made within approved budget and authority level granted on an individual basis. Purchases completed by credit card are subject to City of Ridgefield procurement policies.
3. Payment of Claims: The City is authorized to contract with their City depository for the use of one-time credit card payments of claims through a program designed to increase efficiency in electronic claims payments and a reduction in staff time managing the claims process.
4. Charge Account: The City maintains vendor charge accounts with multiple businesses. City staff are authorized to purchase goods and services from these vendors for official City business. Itemized receipts with the business purpose are required to be turned into the Finance Department for all purchases made on vendor charge accounts. In the event a receipt is unable to be attained or is lost refer to the section on *Reconciliation procedure 2*, page 4.
5. Fleet Fuel Cards: The City provides fuel cards that are assigned to specific City vehicles. Gas cards may be used to purchase fuel and routine maintenance items such as oil, window washer fluid, etc. Each employee authorized to drive a City vehicle is assigned a unique pin number to use during the purchase of fuel.
6. Merchant Cards: Cards will be maintained and stored in the Finance Department safe located at City Hall. Cards will be checked out to authorized staff when they are needed for official business purchases.

UNAUTHORIZED USE OF CREDIT CARDS

Credit cards cannot be used to purchase items for personal use or non-City of Ridgefield purposes, even if the cardholder intends to reimburse the City. In the event that unauthorized charges are incurred inadvertently, the card holder will be responsible to reimburse the City immediately. Unauthorized and/or inappropriate card use includes, but is not limited to:

1. Items for personal use
2. Items for non-City of Ridgefield purposes
3. Cash or cash advances
4. Alcoholic beverages
5. Weapons or explosives of any kind (except authorized Police Department purchases)
6. Relocation expenses
7. Entertainment

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

Replaces and Cancels: Credit Card Usage ~~August-September 128~~, 2019~~5~~, Resolution No. 563

References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

8. Recreation

9. Prevailing wage or professional services

10. Meals during travel status

8. _____

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CARD ISSUANCE

Credit Cards will be issued to the following departments and positions. The City Manager and Finance Director are authorized to issue additional cards to departments and positions as the need arises. An individual may only receive a card after completing and signing a *City of Ridgefield Credit Card User Agreement* (appendix A). The *Credit Card User Agreement* is an acknowledgement that the cardholder has read and will abide by the credit card policies and procedures.

1. Executive
 - a. City Manager
2. Administration
 - a. Deputy City Manager
 - b. City Clerk
 - c. HR Analyst
 - d. Community Relations Specialist
3. Finance
 - a. Finance Director
 - a.b. Procurement Specialist
4. Community Development
 - a. Community Development Director
5. Public Works
 - a. Public Works Director
 - b. Facilities Supervisor
 - c. Utilities Supervisor
 - c.d. Stormwater Supervisor
5. Public Safety
 - a. Police Chief
 - b. Lieutenant
 - c. Police Clerk
6. Fleet fuel cards are assigned to specific City vehicles. City staff authorized to drive City vehicles are issued a unique pin number to use when purchasing fuel using the assigned gas cards.

PROCEDURES FOR OBTAINING CARDS

Financial Policy #03 Credit Card Usage
2020

Effective Date: ~~September 12, 2019~~ February 27,

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

Replaces and Cancels: Credit Card Usage ~~August-September 128~~, 2019~~5~~, Resolution No. 563

References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

1. If a position is currently authorized to have a card issued, the Finance Department will order the card after the employee start date.
- 1.2. If the request is for an additional position that is not currently authorized for a card, the Department Director will make a request to the Finance Department, to issue a card and credit limit to an individual within their department.
3. The Finance department will review the request to ensure the limit is within the City's authorized overall credit limit with the credit card issuer.
- 2.4. The City Manager or Finance Director will review the request for approval.
- 3.5. The Finance department will order the new City card with the individuals name from the card issuer.
- 4.6. The card will be set-up as a sub-account of the City's overall credit card account. This insures proper monitoring of expense and payments within City policy.

RECONCILIATION

RECONCILIATION

1. Payment of all credit card expenditures is contingent upon the City Manager's or Department Director's approval of the monthly statement of transactions. The City Manager will have their credit card expenditures approved by the Finance Director.
2. If the expenditure is not allowed per City policy, the assigned credit card holder will be responsible for reimbursing the City within two (2) business days.
3. Itemized receipts must be obtained for each credit card transaction. In the event a receipt is unable to be attained, or is lost prior to the request for reimbursement, a *Lost Receipt Form* shall be submitted. The *Lost Receipt Form* will describe the vendor name, purchase amount, and official business purpose for the charge. The *Lost Receipt Form* requires approval from the employee's Department Director. Department Director's will have their *Lost Receipt Form* approved by the City Manager. The City Manager will have their *Lost Receipt Form* approved by the Finance Director. Lost Receipt forms will be monitored by the Finance Department, repeated instances may result in suspension or revocation of the card.
4. The purpose of the charge and the name of the individual(s) involved must be clearly written on the receipt. Meal receipts must note who ate and the purpose of the meeting.
5. The Finance Department will verify a reconciliation form is provided for each credit card statement, matching itemized receipts to the credit card transaction listed on the statement.
6. Cardholders are responsible for certifying the charges were for official business use and ensuring that all receipts and the correct business purpose are included with the reconciliation form.
- 6.7. Reconciliation forms must be submitted by the 5th of the month following the transaction date, unless otherwise arranged with the Finance Department.

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

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References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

7.8. Approved reconciliation forms will be processed for payment by the Finance Department.

CONTROL

1. The assigned cardholder is responsible for contacting the vendor when supplies purchased with the credit card are not acceptable (incorrect order, damaged etc.) and for arranging a return for credit or exchange. Cardholder shall not accept any type of store credit or cash refund in lieu of a credit to the issued card.
2. The Finance Director is responsible for administration of the cards to include, but not limited to, selection of the card provider, payment of credit card bills, managing the issuance of cards and ensuring proper use.
3. At the direction of the City Manager the Finance Director will disallow the use of the assigned City credit card for violation or misuse of the credit card in accordance with this policy.
4. It is the responsibility of the cardholder to immediately report a lost or stolen credit card to the card issuer and the Finance Department. In the event the card is lost or stolen outside of business hours the cardholder should immediately report the lost or stolen card to the issuing bank. The cardholder should follow-up on the next business day by also notifying the Finance Department. During business hours the Finance Department will assist in reporting the card lost or stolen to the issuing bank.
5. In the event a cardholder discovers fraudulent charges on their credit card, they are responsible for notifying the Finance Department so they can file the dispute forms with the issuing bank.
6. Cardholders are required to return their City credit card immediately if they transfer to a position that no longer requires the use of a card or if the employee separates from employment with the City of Ridgefield.

The Finance Department may audit, review or question transactions at any time.

Any variance and/or violation of the procedures or processes included in the credit card policies will be considered improper use of the card and may result in the card suspension or cancellation, and disciplinary action, up to and including termination of employment. Misuse of the card could result in discipline and/or personal liability for dishonored charges. In the event that the employee misuses the card and charges items that are prohibited as personal use items, the employee may have to remit back to the City or consent to the deduction of those amounts from wages or other sums due or to become due from the employee.

The ~~decision~~ recommendation to revoke or suspend the credit card will be made by the Finance Director and approved in consultation with the City Manager and Human Resources Department.

Financial Policy #03: Credit Card Usage

Effective Date: September 12, 2019, Resolution No. 571

Replaces and Cancels: Credit Card Usage August-September 128, 2019, Resolution No. 563

References: RCW 43.09.2855; RCW 42.24.115; Office of State Auditor BARS Manual 3.8.4

If a credit card is suspended, it shall be suspended for a minimum of one (1) month. If the suspended credit card is returned to the cardholder and there is a second occurrence for the same violation, the credit card may be revoked. In the event a credit card is revoked or suspended, the Finance Director will convene a meeting to discuss the issue and review options which may include all or some of the following people: the credit card holder, their department director, their department manager/supervisor, and others as applicable.

Violations may be looked at cumulatively or based on a single violation.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 27, 2020

ITEM:

AGENDA ITEM TITLE: Motion - Approval of WSDOT Pioneer/501 Agreement

GOVERNING LEGISLATION:

RCW Title 47 – Public Highways and Transportation

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

The City of Ridgefield and the Washington State Department of Transportation (WSDOT) have an Agreement for the future development of SR-501/Pioneer Street corridor dating back to 2004. Over the past few years City and WSDOT staff have been working on an update of this agreement to be consistent with development that has occurred along the corridor, and to make adjustments to the agreement to accommodate access needs for the recent development along the corridor.

In 2018 the City and WSDOT came to verbal agreement regarding left turn access off of Pioneer Street to accommodate traffic for the Discovery Ridge project. This agreement memorializes that agreement to allow temporary left turn movements to facilitate transportation and economic development needs. Additionally the planned cross-sections for improvements to Pioneer Street have been updated to match the City's transportation and multi-modal plans and improvements that have been constructed.

The Cross-section between 32nd place and I-5 the cross-section has been modified to include 120-foot wide ROW with 4 travel lanes, a planted median, 6-foot bike lanes and 10-foot sidewalks. Between 32nd and the 35th Roundabout the road will transition to two lanes. Between Reiman Rd and 32nd place the cross-section has been updated to include a separated 10-foot multi-modal pathway north of the roadway, and the previously required median island has been removed from this section.

WSDOT staff are in the process of having the agreement approved by their headquarters. If any changes are proposed the City Attorney will review the changes, and if they are determined to be substantive the agreement will be brought back to the Council.

BUDGET/FINANCIAL IMPACTS:

None

RECOMMENDED ACTION OR MOTION:

Staff recommends that the Council make a motion to authorize the City Manager to sign the SR-501 Local Agency Participating Agreement with WSDOT. A suggested motion is:

“I move to approve the SR-501 agreement and authorize the City Manager to sign the agreement barring any substantive changes”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: SR 501 Agreement FINAL for Council approval 2-24-20 (DOC)
SR 501 Exhibit A cross sections (PDF)

**LOCAL AGENCY PARTICIPATING AGREEMENT
CITY OF RIDGEFIELD
GCB 3291**

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter the “STATE,” and the City of Ridgefield, P.O. Box 608, Ridgefield, WA 98642, hereinafter the “CITY,” collectively referred to as the “Parties,” and individually referred to as the “Party.”

RECITALS

1. The Parties previously entered into Agreement GCA 3577 on April 30, 2004, which provided an agreed upon vision for the State Route 501 (SR 501) corridor between North Reiman Road and Interstate 5 (I-5).
2. The Parties desire to enter into this Agreement in order to set forth the intent and general agreement between the STATE and the CITY regarding the future vision of SR 501/Pioneer Street from North Reiman Road, vicinity of milepost 17.92, to I-5, vicinity of milepost 19.88 (SR 501 Corridor). Exhibit A provides three cross sections of the future vision for the SR 501 Corridor; North Reiman Road to S. 32nd Place, S. 32nd Place to 35th Avenue/Place and 35th Avenue/Place to I-5.

NOW, THEREFORE, pursuant to Title 47 RCW, the above recitals which are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and in the Exhibit attached hereto and hereby made a part of this Agreement,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE OF AGREEMENT

1.1 The CITY’s Capital Facilities plan shows a comprehensive road circulation network between Main Avenue in downtown Ridgefield and I-5. The road network includes roads parallel to SR 501 with connecting roads between them. These interconnected parallel roads help preserve and maintain safety and capacity on SR 501 to efficiently move people, goods and freight between I-5, downtown Ridgefield, and the Port of Ridgefield. The STATE and CITY shall continue to work collaboratively in addressing parallel local circulation multimodal networks as the undeveloped land along the SR 501 Corridor is developed.

1.2 This Agreement does not restrict the STATE’s authority and responsibility to change the speed limit on SR 501 or restrict the STATE’s authority to implement safety measures if necessary. Safety measures may include, but are not limited to, turning movement restrictions and access points along the SR 501 Corridor.

1.3 The STATE and CITY agree that proposed, future roundabout locations on SR 501 will be at North Reiman Road and at 51st Avenue, a planned future connection to SR 501. The STATE reserves the right to install traffic signals or roundabouts at other locations when, in the judgment

of the STATE, traffic signals or roundabouts are warranted to improve mobility and safety within the SR 501 Corridor.

1.4 The STATE and CITY agree that SR 501 between North Reiman Road and S. 32nd Place will be a two-lane facility. Previous analysis shows a two-lane facility in this area is sufficient for future traffic volumes and environmental constraints that restrict the ability to widen SR 501.

1.5 The STATE and CITY agree that SR 501 between S. 32nd Place and 35th Avenue/Place will be a two-lane facility with auxiliary lanes.

1.6 The STATE and CITY agree that SR 501 between 35th Avenue/Place and I-5 will be a four-lane facility.

1.7 As development occurs along the SR 501 Corridor, center median curbing will be required to prohibit left turn movements, with exception at proposed roundabouts or at warranted signalized intersections as previously mentioned or for temporary turning movements to facilitate transportation and economic development needs. The STATE and CITY may agree in writing, by email or letter in reference to GCB 3291, to allow temporary turning movements, but said movements must be evaluated and removed when permanent site access is completed by installation of a roundabout and the local street network per this Agreement and Exhibit A. In addition, temporary turning movements will not be allowed to private access connections (driveways).

2. PAYMENT

2.1 This Agreement does not address funding responsibilities by either Party.

3. ADMINISTRATION

3.1 The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party in writing, by email or letter with reference to GCB 3291 Section 3, as soon as the change is made.

3.2 The STATE's representative shall be Judith Perez, SWR Planning Office - Multimodal Development Manager, 11018 NE 51st Circle, Vancouver, WA 98682; phone: (360) 905-2053; email: PerezJud@wsdot.wa.gov; or successor.

3.3 The CITY's representative shall be Bryan Kast, Public Works - Public Works Director, P.O. Box 608, Ridgefield, WA 98642; phone: (360) 857-5023; email: Bryan.Kast@ci.ridgefield.wa.us; or successor.

4. RIGHT OF WAY AND ACCESS CONTROL

4.1 The CITY will require a right of way donation from any new developments that might occur along the SR 501 Corridor and convey that right of way to the STATE by Fee Title. Based upon the plan to provide a two-lane facility between North Reiman Road and S. 32nd Place, a

minimum 45-foot half width will be required plus additional right of way that may be required for stormwater treatment, fill slopes and embankment cuts. Based upon the need for a two-lane facility with auxiliary lanes between S 32nd Place and 35th Avenue/Place, a minimum 60-foot half width of right of way will be required plus additional right of way that may be required for stormwater treatment, fill slopes and embankment cuts. Based upon the need for a four-lane facility between 35th Avenue/Place and I-5, a minimum 60-foot half width of right of way will be required plus additional right of way that may be required for stormwater treatment, fill slopes and embankment cuts. These half widths of right of way may be mutually redefined based upon further analysis of the SR 501 Corridor.

4.2 In accordance with RCW 47.50.030(3), the CITY is responsible to either adopt the STATE's access permitting standards or create and adopt their own standards that meet or exceed State standards. The STATE will work with the CITY to fulfill this responsibility no later than May 31, 2020.

5. GENERAL PROVISIONS

5.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

5.2 Termination: Neither the STATE nor the CITY may terminate this Agreement without the written concurrence of the other Party. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. ~~Should the Parties agree to terminate this Agreement, the CITY shall be solely responsible for the payment of all actual direct costs of the Work incurred up to the date of termination, as well as any non-cancellable items, if any.~~

5.3 Independent contractor: The STATE shall be deemed an independent contractor for all purposes, and the employees of the STATE or any of its consultants, and employees thereof, shall not in any manner be deemed to be employees of the CITY.

5.4 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other, and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees, authorized agents, or consultants and (b) the CITY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or consultants.

5.5 Survivability: Sections ~~35.4 and 3.8~~ shall survive termination of this Agreement.

5.6 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the CITY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. Each Party shall be responsible for its own costs and fees and agree to share equally in the cost of the third disputes board member.

5.7 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

5.8 Audits/Records: All records created by the STATE and CITY in regard to this Agreement shall be maintained for a period of six (6) years, ~~from the date of termination of this Agreement.~~ The STATE and CITY shall each have full access to and right to examine said records, during normal business hours and as often as deemed necessary. The Parties agree that work performed in regard to this Agreement is subject to audit by either or both Parties and/or their designated representatives and/or State of Washington and/or the federal government.

5.9 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue unless amended per Section 5.1 or terminated per Section 5.2.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

CITY OF RIDGEFIELD

By: _____
City Manager

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: _____
Regional Administrator

Date: _____

APPROVED AS TO FORM

By: _____
Assistant Attorney General

Date: _____



GCB 3291
Exhibit A
Sheet 1 of 3

FILE NAME C:\Users\calvila\Desktop\SR501_PS_XS.dgn				REGION NO. STATE		FED.AID PROJ.NO.						SR501 / N. REIMAN ROAD TO S. 32ND PLACE		Plot 1	
TIME 8:14:02 AM				10 WASH				DATE		DATE		PLAN REF 1			
DATE 12/27/2019				JOB NUMBER				F.E. STAMP BOX		F.E. STAMP BOX					
PLOTTED BY calvila				CONTRACT NO.		LOCATION NO.		DATE		DATE		90' ROW CONCEPT		SHEET	
DESIGNED BY														OF	
ENTERED BY														CUST	
CHECKED BY															
PROJ. ENGR.															
REGIONAL ADM.				REVISION		DATE BY								Packet Pg. 37	



GCB 3291
Exhibit A
Sheet 2 of 3

FILE NAME C:\Users\calvlla\Desktop\SR501_PS_XS.dgn										Plot 2									
TIME 8:14:03 AM										PLAN REF 1									
DATE 12/27/2019																			
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STATE																			
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JOB NUMBER																			
CONTRACT NO.										LOCATION NO.									
DATE										DATE									
P.E. STAMP BOX										P.E. STAMP BOX									
																			
SR501 / S. 32ND PLACE																			
TO 35TH AVENUE / PLACE																			



GCB 3291
Exhibit A
Sheet 3 of 3

[illegible]

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: February 27, 2020

ITEM:

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Approving a Development Agreement with John and Hannah Boyse

GOVERNING LEGISLATION:
RCW 35A.11.010

PREVIOUS COUNCIL ACTION TAKEN:
July 25, 2019 – Approval of Offer Letter

SUMMARY/BACKGROUND:

The City of Ridgefield's 2016 Parks and Recreation Comprehensive Plan includes identification of the need to acquire right-of-way for and construct a park in Gap Area J. In 2018, the City Council further identified a priority to acquire right-of-way for and construct a neighborhood park in the general vicinity of the Gap Area noted above, as there has been significant development in the area creating a need for further parks spaces.

In December 2018, the City was approached by the Boyse property owner with the possibility of purchasing approximately 10 acres located in Gap Area J. In January 2019, the City appraised the Boyse property, and began working with the Boyse family on potential purchase scenarios which would meet the interests of the City in acquiring a portion of their property for a neighborhood park.

After further evaluation of potential park alternatives - including a site visit by City staff, Parks Board Chair, and City Councilor - the City, In July of 2019, City Council agreed to an offer to the Boyse family for purchase of a portion of their property for \$250,000, for approximately 5 acres of mutually agreed upon land.

Since July 2019, the City has completed a short subdivision for the entire property, in order to create at three legal lots - one for the City's approximately 5 acres, one for a remainder parcel suitable for development, and one for the existing residence and surrounding area. Given the nature of the land to be purchased by the City, which includes acreage for critical areas, open spaces and parks, the City agreed to the following:

- a. Planned Unit Development open space requirements (RDC 18.401.080) for all subsequent development on the remainder parcel suitable for development are accomplished through the subject property to be purchased by the City; and
- b. Critical areas and buffers on the property purchased by the City shall qualify as part of the future development project on the remainder parcel suitable for development, for the purposes of Density Transfer Allowance under 18.280.070.

The City also receives first right of refusal to purchase the remainder parcel suitable for development.

In order to secure the land being transacted during the short subdivision process, the City

paid the seller a refundable \$50,000 deposit upon signature of the 2019 Offer Letter. Final payment for the remainder owed on the purchase of your property (\$200,000) will be made available approximately 30 days after the short subdivision has been completed and purchase and sale agreement is recorded.

BUDGET/FINANCIAL IMPACTS:

\$200,000, to be allocated from Park Impact Fees Fund.

RECOMMENDED ACTION OR MOTION:

Staff recommends that Council approve purchase of property at 725 N. 32nd Ct. for the total amount of \$250,000.00 (with \$200,000.00 left due) and a recommended motion would be:

“I move to approve the City’s purchase of the property at 725 N. 32nd Ct. for a purchase price of \$250,000.00, with \$200,000.00 left due to seller, and authorize the City Manager to take all steps necessary and incidental to close the sale.”

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: Boyse Development Agreement 02_2020 (PDF)

ORDINANCE NO. 1312

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT WITH JOHN AND HANNAH BOYSE

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, John and Hannah Boyse own property located at 725 N. 32nd Ct.; and

WHEREAS, Boyse has agreed through an Offer Letter dated July 27, 2019 to sell the City approximately 5 acres for parks purposes; and

WHEREAS, the City Council approved the Offer Letter dated July 27, 2019 to purchase approximately 5 acres for parks purposes; and

WHEREAS, the City Council held a public hearing for the proposed Development Agreement at a regular scheduled meeting held on February 27, 2020; and

WHEREAS, the City Council conducted a first reading of this ordinance on February 27, 2020; and

WHEREAS, the City and Boyse have reached agreement regarding the terms and conditions of a Development Agreement related to the sale, subdivision, and subsequent development of subject property, 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 Boyse. Execution of this Agreement will require City to allow Planned Unit Development open space requirements (RDC 18.401.080) for all subsequent development on a remainder parcel suitable for development to be accomplished through the parcel being purchased by the City. City also will allow critical areas and buffers on the property purchased by the City to qualify as part of the future development project on the remainder parcel suitable for development for the purposes of Density Transfer Allowance

under 18.280.070. The City purchases approximately five acres for parks purposes, and also receives first right of refusal to purchase the remainder parcel suitable for development.

Section 2. **Development Agreement Approved.** The City Council for the City of Ridgefield hereby approves the Boyse 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 27th DAY OF JUNE 2020.

Mayor, Don Stose

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing:	February 27, 2020
First Reading/Passage:	February 27, 2020
Second Reading:	WAIVED
Date of Publication:	March 4, 2020
Effective Date:	April 2, 2020

MAIL TAX STATEMENTS TO:

N/A

AFTER RECORDING RETURN TO:

City of Ridgefield

Attn: Steve Stuart

230 Pioneer St./PO Box 608

Ridgefield, WA 98642-0608

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): John and Hannah Boyse;

GRANTEE: CITY OF RIDGEFIELD, WASHINGTON

ABBREVIATED LEGAL DESC: **CURRENTLY BEING FINALIZED**

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

ASSESSOR'S PROPERTY TAX
PARCEL ACCOUNT NUMBER(S): **CURRENTLY BEING FINALIZED**

REFERENCE NUMBER OF
RELATED DOCUMENTS: N/A

DEVELOPMENT AGREEMENT

Effective Date: February 27, 2020

PARTIES:

The real property subject to this Development Agreement consists of three tax parcels within the City of Ridgefield, Clark County, Washington. The legal description for the Properties is attached as **EXHIBIT A**.

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

John and Hannah Boyse (“Boyse”)
CITY OF RIDGEFIELD (“City”)

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

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

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

AUTHORITIES

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

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

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

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

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

RECITALS

1. Boyse owns property at 725 N 32nd Ct.
2. To meet current and future park needs in an area identified in the Ridgefield Parks and Recreation Comprehensive Plan with a deficit of such facilities, City is seeking to purchase a portion of Boyse property.
3. On July 25, 2019, Ridgefield City Council approved an Offer Letter with Boyse, which was subsequently signed by City and Boyse, to purchase approximately 5 acres at 725 N 32nd Ct for parks purposes. The subject property is identified in **EXHIBIT B**
4. City, as authorized in the 2019 Offer Letter, agreed to a total purchase price of \$250,000, with \$50,000 of that paid to Boyse upon signing of the Offer Letter in 2019 as a refundable down payment on the transaction.
5. City, as required under the 2019 Offer Letter, completed a short subdivision for the entire Boyse property, in order to create 3 (Three) legal lots – one for the City’s approximately 5 acres, one for the current Boyse residence, and one for a “remainder parcel suitable for development”.
6. In order to achieve the Parties' stated interests contained within the 2019 Offer Letter, the Parties agreed to formalize all conditions in a Development Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

RESPONSIBILITIES

- 1) The City is responsible for all costs to complete the short subdivision for the entire subject property and will pay closing costs for recording the final plat, purchase and sale agreement, and Development Agreement.
- 2) Given the nature of the land to be sold to the City, which includes acreage for critical areas, open spaces and parks, the City hereby specifies that:
 - a. Planned Unit Development open space requirements (RDC 18.401.080) for all subsequent development on the remainder parcel suitable for development (as identified in **EXHIBIT B**) are accomplished through the subject park property to be purchased by the City; and
 - b. Critical areas and buffers on the property purchased by the City shall qualify as part of the future development project on the parcel suitable for development for the purposes of Density Transfer Allowance under 18.280.070.
- 3) The City shall receive first right of refusal to purchase the remainder parcel suitable for development.
- 4) City shall make final payment of \$200,000 (\$250,000 purchase price minus \$50,000 already received by Boyse) for approximately 5 acres of mutually agreed upon land identified in **EXHIBIT B**, approximately 30 days after the short subdivision has been completed and purchase and sale agreement is recorded. The date on which final payment is made available to Boyse is called the "payment date". On that date, the City becomes the owner of the property purchased and responsible for its control and management.

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City: City of Ridgefield
Attn: Steve Stuart
230 Pioneer St.
PO Box 608
Ridgefield, WA 98642-0608

With a copy to: Janean Parker
Law Office of Janean Z. Parker
PO Box 298
Adna, WA 98522

John and Hannah Boyse:
John and Hannah Boyse
725 N 32nd Ct.
Ridgefield, WA 98642

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

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

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

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

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

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

Signatures appear on the following pages.

John and Hannah Boyse –

By:
Its:

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2020.

(Seal or stamp)

Signature

Title

My appointment expires _____

Attachment: Boyse Development Agreement 02_2020 (Boyse Property DA)

CITY OF RIDGEFIELD –

By: _____

Its: _____

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2020.

(Seal or stamp)

Signature

Title

My appointment expires _____

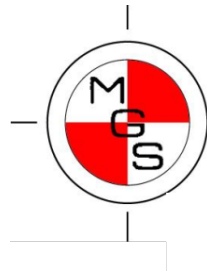
Approved as to form:

City Counsel

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Attachment: Boyse Development Agreement 02_2020 (Boyse Property DA)

EXHIBIT A – LEGAL DESCRIPTION



MINISTER-GLAESER SURVEYING INC.

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

EXHIBIT “A-1”

FEBRUARY 26, 2020

DESCRIPTION OF LOT 1 OF BOYSE SHORT PLAT:

A parcel of land located in a portion of the Northwest and Northeast quarters of the Northwest quarter of Section 20, Township 4 North, Range 1 East of the Willamette Meridian, City of Ridgefield, Clark County, Washington, more particularly described as follows;

COMMENCING at the Northwest corner of said Section 20, marked by a 3/4" iron pipe, as described in L.C.R. 03-116 Clark County Survey records;

Thence South 89°25'18" East, along the North line of said Section 20, for a distance of 1316.19 feet to the Northwest corner of Lot 2 of unrecorded plat of “Tyszkiewicz Acres” DD-73, Clark County Survey records, and the **TRUE POINT OF BEGINNING**;

Thence continuing South 89°25'18" East, along said North line, for a distance of 658.35 feet, to the Northwest corner of “Cedar Creek Subdivision” recorded in Book 311 of Plats at Page 905 Clark County Survey records;

Thence South 01°26'24" West, along the West line of said Cedar Creek Subdivision, for a distance of 232.40 feet, to a point on the North line of N. 32nd Ct right-of-way, as described in Deed AFN 5433402 Clark County Auditor records;

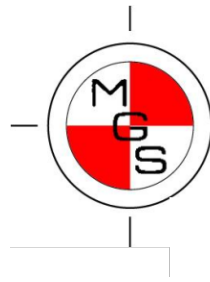
Thence North 88°33'36" West, along said North right-of-way, for a distance of 24.00 feet;

Thence South 01°26'24" West, along the West right-of-way said N. 32nd Ct, for a distance of 24.00 feet;

Thence leaving said West right-of-way, North 88°33'36" West, for a distance of 185.72 feet;

Thence North 66°35'47" West, for a distance of 206.27 feet;

Thence South 12°02'33" West, for a distance of 296.96 feet;



MINISTER-GLAESER SURVEYING INC.

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Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX*

EXHIBIT “A-2”

FEBRUARY 26, 2020

DESCRIPTION OF LOT 2 OF BOYSE SHORT PLAT:

A parcel of land located in a portion of the Northeast quarter of the Northwest quarter of Section 20, Township 4 North, Range 1 East of the Willamette Meridian, City of Ridgefield, Clark County, Washington, more particularly described as follows;

COMMENCING at the Northwest corner of said Section 20, marked by a 3/4" iron pipe, as described in L.C.R. 03-116 Clark County Survey records;

Thence South 89°25'18" East, along the North line of said Section 20, for a distance of 1316.19 feet to the Northwest corner of Lot 2 of unrecorded plat of “Tyszkiewicz Acres” DD-73, Clark County Survey records;

Thence continuing South 89°25'18" East, along said North line, for a distance of 658.35 feet, to the Northwest corner of “Cedar Creek Subdivision” recorded in Book 311 of Plats at Page 905 Clark County Survey records;

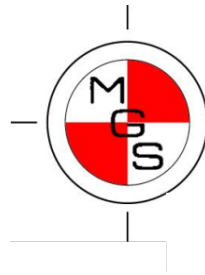
Thence South 01°26'24" West, along the West line of said Cedar Creek Subdivision, for a distance of 232.40 feet, to a point on the North line of N. 32nd Ct right-of-way, as described in Deed AFN 5433402 Clark County Auditor records;

Thence North 88°33'36" West, along said North right-of-way, for a distance of 24.00 feet;

Thence South 01°26'24" West, along the West right-of-way said N. 32nd Ct, for a distance of 24.00 feet, to the **TRUE POINT OF BEGINNING**;

Thence continuing along said West right-of-way, South 01°26'24" West, for a distance of 403.56 feet, to a point on the South line of Lot 7 of said “Tyszkiewicz Acres”;

Thence North 89°21'11" West, along said South line, for a distance of 354.02 feet;



MINISTER-GLAESER SURVEYING INC.

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

EXHIBIT “A-3”

FEBRUARY 26, 2020

DESCRIPTION OF LOT 3 OF BOYSE SHORT PLAT:

A parcel of land located in a portion of the Northeast quarter of the Northwest quarter of Section 20, Township 4 North, Range 1 East of the Willamette Meridian, City of Ridgefield, Clark County, Washington, more particularly described as follows;

COMMENCING at the Northwest corner of said Section 20, marked by a 3/4" iron pipe, as described in L.C.R. 03-116 Clark County Survey records;

Thence South 89°25'18" East, along the North line of said Section 20, for a distance of 1316.19 feet to the Northwest corner of Lot 2 of unrecorded plat of “Tyszkiewicz Acres” DD-73, Clark County Survey records;

Thence continuing South 89°25'18" East, along said North line, for a distance of 658.35 feet, to the Northwest corner of “Cedar Creek Subdivision” recorded in Book 311 of Plats at Page 905 Clark County Survey records;

Thence South 01°26'24" West, along the West line of said Cedar Creek Subdivision, for a distance of 232.40 feet, to a point on the North line of N. 32nd Ct right-of-way, as described in Deed AFN 5433402 Clark County Auditor records;

Thence North 88°33'36" West, along said North right-of-way, for a distance of 15.00 feet to the Northwest corner thereof;

Thence South 01°26'24" West, along the West right-of-way of said N. 32nd Ct, for a distance of 427.44 feet, to a point on the South line of Lot 7 of said “Tyszkiewicz Acres”;

Thence North 89°21'11" West, along said South line, for a distance of 363.02 feet, to the **TRUE POINT OF BEGINNING**;

Thence continuing North 89°21'11" West, along said South line, for a distance of 174.50 feet;

