



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, March 22, 2018
Ridgefield Community Center
210 N. Main, Ridgefield, WA 98642**

I. STUDY SESSION - 5:30 P.M.

1. Washington State Legislative Update - Mark Brown, Connections Public Affairs, Brian Enslow, Arbutus Consulting, LLC

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

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

III. PUBLIC COMMENT

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

IV. CONSENT AGENDA

1. Approval of Claims And/Or Payroll
2. Approval of Minutes from March 8, 2018 Meeting

V. BUSINESS

1. Resolution No. 535 - Amending and Updating the Change Drawers - Kirk Johnson, Finance Director
2. Resolution No. 536 - Declaring Certain Property as Surplus and Authorizing Its Disposition - Kirk Johnson, Finance Director
3. Motion - Approval of Ridgefield Outdoor Recreation Complex Purchase and Sale Agreement - Bryan Kast, Public Works Director
4. Motion - Approval of Ridgefield Outdoor Recreation Complex Lease Agreement - Bryan Kast, Public Works Director
5. Motion - Approval of Ridgefield Outdoor Recreation Complex Reimbursement Agreement - Bryan Kast, Public Works Director
6. Motion - Approval of Ridgefield Outdoor Recreation Complex Shared Use Agreement - Bryan Kast, Public Works Director
7. Motion - Approval of Ridgefield Outdoor Recreation Complex Maintenance Agreement - Bryan Kast, Public Works Director
8. Motion - Approval of Ridgefield Outdoor Recreation Complex and Hillhurst Construction Management Contract

9. Motion - Approval of Bid Award for Cemetery Booster and Northridge Water Main Project - Bryan Kast, Public Works Director

10. Motion - Approval of Bid Award for NW Hillhurst Road Improvements - Bryan Kast, Public Works Director

VI. PUBLIC COMMENT

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

VII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

VIII. FROM THE COUNCIL

IX. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 22, 2018
ITEM: STUDY SESSION - 5:30 P.M.
AGENDA ITEM TITLE: Washington State Legislative Update

Washington State Legislative Update

STAFF CONTACT: Julie Ferriss, City Clerk
ATTACHMENTS: Ridgefield PP March 2018 FINAL [Read-Only] (PDF)
Leg Rep #9 FINAL (PDF)

City Council Workshop
City of Ridgefield
March 22, 2018
Brian Enslow and Mark Brown

- 2018 Agenda strategy
- 2018 Agenda
- How did we do?
- Looking ahead to 2019
- Questions and Answers



1

2018 State Agenda approach

- **Be Flexible/things change**
- **Look for Ridgefield specific items**
- **Identify issues impacting all/most cities that are a priority for the City of Ridgefield**
- **Consider priorities of affiliates like AWC**

2018 Legislative Agenda

- **Finish work on the Capital Budget**
 - **RORC - \$750,000 capital budget ask towards multi-year multi-million dollar project**
 - **Clark College – support \$5.2 million request for pre-design costs associated with the Ridgefield campus at Boschma Farm**
 - **Continue progress on PWAA/\$97M backfill**
 - **Stabilize MTCA program/\$60M bonds**

2018 Legislative Agenda

- Supplemental Capital Budget request
 - Seek \$124K for critical work needed on Ridgefield Police facility

2018 State Legislative Agenda

- **Support the 2018 Policy State of the CCTA**
 - **I-5 corridor enhancements**
 - **Pursue funding critical projects**
 - **Support Public Transit**
 - **Support Ports and Freight**
 - **Enhanced infrastructure and Econ. Dev. Support**
 - **Embracing Technology, Safety and Accessibility**

2018 Legislative Agenda

- Enhance GMA
- Oppose preemption of local control
- Oppose imposition of unfunded or underfunded mandates
- Look for ways to reduce impacts of unfunded mandates

AWC 2018 Priorities

- **Support top priorities of AWC**
 - Strengthen city tools to address housing conditions in our communities
 - Direct funds to mental health, chemical dependency and social safety net programs
 - Enhance economic development tools and programs that foster business development in cities
 - Preserve state shared revenues with cities and increase law enforcement training funds

How did we do in 2018?

- Two year Capital budget approved
- Hirst water rights decision “fix” enacted
- Our top priorities all fully funded including
 - RORC - \$750,000 capital budget ask towards multi-year multi-million dollar project
 - Clark College – support \$5.2 million request for pre-design costs associated with the Ridgefield campus at Boschma Farm
 - Mental health/MTCA/CERB/Housing Trust Fund all received enhanced funding

How did we do in 2018?

- Supplemental Capital Budget request of \$124,000 for police facility included

How did we do in 2018?

- Operating budget:
- No cuts in state shared revenues or cost shifts
- Mental Health funding increased by \$380M
- Two new CJTC BLEA classes authorized/state will pay for one
- CERB +\$18m

Looking towards 2019

- Already begun discussions on Capital Budget priorities both grant and ad-hoc member request
- Transportation/ Columbia River I-5 bridge replacement/next steps
- State budget/ 2019-21 biennium/current level funding?
- Earlier agenda development and review (October 2018)

How did we do in 2018?

Housing and Homelessness

- Document Recording fee/permanent and permanent increase for locals (2016 Clark County numbers - \$2.7m/29 projects/11 locations and 670 beds) – estimate for future + \$3.9 million/biennium
- Discrimination/income source/HB 2578
- Housing Essential Needs/Age Blind Disabled eligibility/HB 2667

How'd we do in 2018?

MISCELLANEOUS, continued

- Body worn cameras bill passes/SB 6408
- Community Aviation loan program passes/HB 1656
- Abandoned/foreclosed homes bill passes/HB 2057
- Voter Rights Act of 2018 passes/SB 6002
- Deadly force compromise/HB 3003/Initiative 940

How'd we do in 2018?

MISCELLANEOUS

- Abandoned RV bill approved/SB 6437
- Tourism/marketing bill passes/HB 5251
- Drug Take back bill passes/HB 1047
- Small cell/ SB 5935/no preemption

How'd we do in 2018?

Bills approved with fiscal impact

- SB 6214/PTSD Occupational Disease - \$165m one time/\$2.8 to \$7.7M yearly ongoing cost
- SB 6340/Raising minimum retirement benefit for PERS One/TRS One - \$2.7m 2019 and around \$7m per biennium going forward

Questions & Comments

- brian@arbutusllc.com
- markobrown@comcast.net



connections
public affairs
arbutus consulting

Legislative Report #9 March 9, 2018

FINAL REPORT FOR 2018

Prepared by Brian Enslow and Mark Brown for the Cities of Vancouver, Ridgefield, Lacey and Carnation

In these periodic reports we track legislation of direct interest to your cities. If you would like to track bills on your own there is a free tracking service available at www.leg.wa.gov. Scroll down the right-hand side and click on "Bill Tracking" and you can set up your own account and track any bill that you'd like. We also encourage our clients to visit www.awcnet.org and read their periodic legislative updates (click on "Advocacy" then "Legislative updates").

The best way to contact Mark and Brian during Session is via cell phone. Our numbers are – Mark – 360-790-4427 and Brian at 360-489-8121

Post Session Workshops start next week – Your two lobbyists will be doing post-session workshops for three of our cities and those dates and times are as follows:

- City of Vancouver, March 12, City Hall, 4:30 p.m.
- City of Lacey, March 15, City Hall, 7 p.m.
- City of Ridgefield, March 22, Ridgefield Community Center, 5:30 PM
- City of Carnation – TBD

Legislature adjourns - good news on budget fronts – for the first time in years the Legislature finished their business on time and adjourned without the need for a "Special" session. Before ending their 60 day session Thursday night agreement was reached on supplemental operating, transportation and capital budgets which were approved and are now on the Governor's desk. Here are some city-centric highlights from the three supplemental budgets:

Operating budget (about \$1 billion in new appropriations):

- Mental health funding (\$380M for various programs)
- CJTC funding (state funding for one addition BLEA class and authorization for second class paid for with local funds)

- Streamlined sales tax mitigation (state funding increase \$600k)
- Marijuana shared revenues (state distribution increase from \$12m to \$30m)
- CERB (\$18m additional)
- Clark County Workforce Training Pilot (PIC led) (\$149k)

Capital Budget (\$414m in bond and alternative funding authorized):

- Terminal One project (Vancouver) (\$824k)
- Ridgefield Police Station (\$124k)
- Thurston County (Lacey) food bank (\$750k)
- John Teen Center (Vancouver) (\$500k)
- St. Marks Homes for Homeless High School Students (Lacey) (\$200k)
- CERB Funding \$10m
- Housing bonds (\$4m)
- Mental Health facilities (\$15m state hospitals and \$25 M for four community facilities)
- MTCA (\$34 million)

Transportation Budget:

- I-5 Thurston County corridor study (\$550k)
- WSDOT Olympic Region headquarters project in Lacey (\$18m additional for \$58m total)
- Administrative support position for WSP vehicle License Investigation Unit in Vancouver (\$70k)
- Vancouver Port Terminal One project/Renaissance Trail (\$500k)

Last minute effort on use of deadly force bears fruit – Happy to report that last minute efforts resulted in positive action on the issue of use of deadly force. As you know legislative efforts, including an interim working group, produced no agreement and the 2017 Legislature did not pass related legislation. As a result advocates for change to the “Use of Deadly Force” statutes were able to mount a successful effort to get an Initiative to the Legislature approved (Initiative 940). Many in the criminal justice community feel that the Initiative goes too far and that current “good faith”, “without malice” and “evil intent” provisions of law are appropriate. Others feel that the current statute makes it virtually impossible to hold officers accountable and I-940 expands “good faith” provisions to take into account what a “reasonable officer” would do and expands upon “good faith” to factor in what officers intentions are. Without legislative action I-940 would go on the ballot this November and take effect if approved by the voters. So with a few days left in the 60 day

session legislators worked with stakeholders on a compromise that would allow I-940 to take effect now and at the same time via HB 3003 make concurrent changes to the Initiative. The House bill would remove “malice” from the statute as it applies to use of deadly force and the “good faith” definition in the Initiative would be revised. All this was successfully done over the last three days and HB 3003 has already been signed by the Governor.

Update on bills with significant fiscal impacts on cities:

PASSED - SB 6214 – expands workers compensation occupational disease definitions to include PTSD for some law enforcement and firefighters. Estimated costs for local governments are \$165 million onetime and \$2.8 to \$7.7 per year ongoing.

PASSED - SB 6340 – one time 1.5% COLA for PERS One retirees. Local government costs are estimated at \$2.7 million shorter and \$7 million per biennium going forward between now and June 30, 2023.

FAILED – SB 6015 – wrong death – AWC estimated 20% increase in claim and defense costs.

Update on priority bills:

SB 6437, abandoned RV's, PASSED Legislature.

SB 6195, transportation projects of statewide significance – FAILED.

SB 5251, tourism and marketing – PASSED Legislature.

SB 6030 and HB 2290, surplus low value city utility property – FAILED.

HB 2587, housing discrimination – PASSED Legislature.

HB 1570 – housing funding – PASSED Legislature.

HB 2667 – Housing Essential Needs/Age Blind Disabled eligibility – PASSED Legislature.

SB 6347 – affordable housing property tax exemption – FAILED.

HB 1047 – drug take back program – PASSED Legislature.

SB 6408 – police issued body worn cameras – PASSED Legislature.

HB 1797 – affordable housing – FAILED.

HB 2437 - affordable and supportive housing – FAILED.

HB 1656 – community aviation loan program –PASSED Legislature.

HB 2291 – requiring massage and reflexology practitioners to have valid government issued photo ID on themselves when working – FAILED.

SB 6002 – voter rights act of 2018 – PASSED Legislature.

SB 5935 – small cell deployment – FAILED.

HB 2687 – increasing state funding of indigent defense costs - FAILED.

HB 2057 – abandoned/foreclosed homes – PASSED Legislature.

SB 6347 – still alive – expanding multifamily tax exemption program to smaller cities – FAILED.

SB 6293 – deferred prosecution –allowing for a portion of the fine associated with not properly registering a motor vehicle to be deferred for first time violators – FAILED.

SB 6105 – wrongful death – FAILED.

SB 6213 – occupational disease – FAILED.

SB 6367 – expanding DOE Waste Water Treatment grant program to include municipal facilities – PASSED Legislature.

SB 6408 – body worn cameras – PASSED Legislature.

HB 3003 – modifying Use of Force Initiative – PASSED Legislature.

Initiative 940 – Initiative to the Legislature – Use of deadly force – APPROVED by the Legislature.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 22, 2018
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: March 22 2018 Claims Report (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: March 22, 2018

4.1.a

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ACCELA INC.	2779	INV-ACC38266	Public Works	Customer Web Payment Fees	335.00
ACCELA INC. Total					335.00
ACCURATE AUTOMOTIVE	9	4284	Public Safety	PD Vehicle Maintenance 2014 Explorer	409.31
ACCURATE AUTOMOTIVE Total					409.31
ARAMARK UNIFORM SERVICES	32	863350455	Genl Govt/Facilities	Floor Mats and Uniforms PW	2.02
			Public Works	Floor Mats and Uniforms PW	45.18
			Community Development	Floor Mats and Uniforms PW	0.70
		863350454	Genl Govt/Facilities	Floor Mats City Hall/PD/CDD	7.09
			Public Safety	Floor Mats City Hall/PD/CDD	4.47
			Public Works	Floor Mats City Hall/PD/CDD	3.91
		863340061	Community Development	Floor Mats City Hall/PD/CDD	3.92
			Genl Govt/Facilities	Floor Mats and Uniforms PW	2.06
			Public Works	Floor Mats and Uniforms PW	46.32
		863340060	Community Development	Floor Mats and Uniforms PW	0.70
			Genl Govt/Facilities	Floor Mats City Hall/PW/CDD/PD	7.09
			Public Safety	Floor Mats City Hall/PW/CDD/PD	4.47
		Public Works	Floor Mats City Hall/PW/CDD/PD	7.83	
ARAMARK UNIFORM SERVICES Total					135.76
Beattie Sherry	UB*00088	1	Genl Govt/Facilities	Refund Check	890.89
Beattie Sherry Total					890.89
BLUEFIN PAYMENT SYSTEMS	2827	2827-201803	Public Works	Citizen Utility Bill Pmnt Credit Card Fees	448.95
BLUEFIN PAYMENT SYSTEMS Total					448.95
BOB'S AUTOMOTIVE	57	16912	Genl Govt/Facilities	Tire Repair Crippen	0.40
			Public Works	Tire Repair Crippen	19.65
BOB'S AUTOMOTIVE Total					20.05
BSK ASSOCIATES	2119	V800799	Public Works	Alkalinity and Coliform Testing	364.00
BSK ASSOCIATES Total					364.00
CARAHSOFT	2500	IN497070R	Public Works	Professional Project Management Services OCT 2017	4,162.56
		IN468149R	Public Works	Professional Project Management Services	12,588.06
CARAHSOFT Total					16,750.62
CFM STRATEGIC COMMUNICATIONS INC.	2551	24401	Genl Govt/Facilities	Professional Communication Services Feb 2018	4,530.00
CFM STRATEGIC COMMUNICATIONS INC. Total					4,530.00
CINTAS FIRE PROTECTION	2520	0F80020792	Public Safety	Fire Extinguisher Annual Maintenance	108.94
CINTAS FIRE PROTECTION Total					108.94
CITY OF BATTLE GROUND	92	970	Judicial	FEB 2018 Court Costs	8,527.85
CITY OF BATTLE GROUND Total					8,527.85
CITY OF RIDGEFIELD	95	18-0325	Public Works	RORC Permit Fees	40,783.81
CITY OF RIDGEFIELD Total					40,783.81

Attachment: March 22 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: March 22, 2018

CITY OF RIDGEFIELD-W/S	96	0096-201803-40	Public Works	Park & Ride Lot - Storm	192.50
				Water Tower (Cemetery)	52.50
		0096-201803-31	Public Works	Cedar Ridge Park - Storm	17.50
		0096-201803-24	Public Works	301 N 3rd Ave CDD - Storm	17.50
			Community Development	301 N 3rd Ave CDD - Storm	17.50
		0096-201803-21	Public Works	119 N 3rd Ave Community Park - Water	45.48
		0096-201803-15	Public Works	109 W Division WWTP - Water	343.54
		0096-201803-23	Public Works	301 N 3rd Ave CDD - Water	29.54
			Community Development	301 N 3rd Ave CDD - Water	29.55
		0096-201803-05	Public Works	1-5/SR501 NE Interchange Irrigation	90.75
		0096-201803-12	Public Works	Abrams Park Kitchen & Irrigation - Water	84.37
		0096-201803-19	Genl Govt/Facilities	230 Pioneer Street City Hall - Water	64.43
		0096-201803-06	Public Works	6007 N Ridgefield Woods Dr - Irrigation	45.38
		0096-201803-16	Public Works	109 W Division WWTP - Storm	735.00
		0096-201803-08	Public Works	Cemetery Water Spigots - Water	45.38
		0096-201803-39	Public Works	Green Gables Tract-C Irrigation M	45.38
		0096-201803-34	Public Works	Columbia Hills Irrigation Tract B Wind River	45.38
		0096-201803-37	Public Works	Green Gables Tract-D Irrigation MET	45.38
		0096-201803-22	Public Works	119 N 3rd Ave Community Park - Storm	35.00
		0096-201803-11	Public Works	Abrams Park Restrooms - Storm	17.50
		0096-201803-09	Public Works	Abrams Soccer Field	145.22
		0096-201803-07	Public Works	5054 Pioneer St - Storm	17.50
		0096-201803-03	Public Works	Blue Heron Community Garden - Water	45.38
		0096-201803-04	Public Works	1-5/SR501 NE Interchange Irrigation	90.75
		0096-201803-18	Public Safety	116 N Main Ave PD - Storm	70.00
		0096-201803-28	Public Works	618 Lark Dr Lark Park - Water	45.38
		0096-201803-01	Genl Govt/Facilities	111 S Main - Water	56.21
		0096-201803-10	Public Works	Abrams Park Restrooms - Water	100.35
		0096-201803-13	Public Works	Abrams Park Kitchen - Storm	367.50
		0096-201803-20	Genl Govt/Facilities	230 Pioneer Street City Hall - Storm	122.50
		0096-201803-38	Public Works	Green Gables Tract-D Irrigation M	45.38
		0096-201803-32	Public Works	1308 N Heron Dr Hayden Park - Water	45.38
		0096-201803-02	Public Works	111 S Main - Storm	52.50
		0096-201803-35	Public Works	Columbia Hills Irrigation Tract D Cispus Way	90.75
		0096-201803-27	Public Works	2311 N 5th Way Crows Nest Park - Storm	35.00
		0096-201803-17	Public Safety	116 N Main Ave PD - Water	55.38
		0096-201803-29	Public Works	618 Lark Dr Lark Park - Storm	17.50
		0096-201803-36	Public Works	Green Gables Tract-Q Irrigation M	45.38
		0096-201803-41	Public Works	Junction Well & Reservoir - Storm	122.50
		0096-201803-14	Public Works	Abrams Park Chloine Injector - Storm	17.50
		0096-201803-33	Public Works	1308 N Heron Dr Hayden Park - Storm	17.50
		0096-201803-25	Public Works	315 N 3rd Avenue Davis Park - Water	145.22

Attachment: March 22 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: March 22, 2018

CITY OF RIDGEFIELD-W/S	96	0096-201803-30	Public Works	Cedar Ridge Park - Water	90.75
		0096-201803-26	Public Works	2311 N 5th Way Crows Nest Park - Water	45.38
CITY OF RIDGEFIELD-W/S Total					3,886.47
CLARK COUNTY	102	170010725	Public Safety	FEB 2018 Range Rental	70.00
CLARK COUNTY Total					70.00
CLARK COUNTY TREASURERS OFFICE	554	554-214026000	Public Works	#77 SEC 21 T4N R1EWM 3.51A Fire Patrol Assessment	17.90
		554-2018-213964	Public Works	#13 SEC 21 T4N R1EWM 1.04A	17.90
		554-2018-214014	Public Works	#65 SEC 21 T4N R1EWM 1.17A	29.93
		SIF201802-01	Genl Govt/Facilities	School Impact Fees	144,065.68
		554-2018-683520	Genl Govt/Facilities	#82 OF James Carty DLC 3.96 A Fire Patrol Assess	17.90
		554-2018-683720	Public Works	#103 James Carty DLC .64 Fire Patrol Assessment	17.90
CLARK COUNTY TREASURERS OFFICE Total					144,167.21
CLARK COUNTY UTILITY COUNCIL	108	CCUCC 2018	Genl Govt/Facilities	2018 Membership Dues	7.71
			Public Works	2018 Membership Dues	116.41
			Community Development	2018 Membership Dues	5.88
CLARK COUNTY UTILITY COUNCIL Total					130.00
CLARK PUBLIC UTILITIES	110	0110-201803-408	Public Works	2300 N 3rd Way Bellwood Trail Lights	29.76
		0110-201803-712	Public Works	Heron Dr & Lark Dr	46.91
		0110-201803-974	Public Works	N 35th Ave and Pioneer St	23.35
		0110-201803-942	Public Works	3701 N 3rd Cir - Electricity	26.90
		0110-201803-72074024	Public Works	1504 NW Intertie 3 - Water	648.05
		0110-201803-72074032	Public Works	911 N 65th Ave Intertie 2 - Water	120.95
		0110-201803-72074016	Public Works	800 NE 264 St Intertie 1 - Water	607.17
		0110-201803-838	Public Works	Overlook Park - Electricity	78.58
		0110-201803-944	Public Works	512 N Allen Dr - Electricity	26.83
		0110-201803-806	Public Works	Pioneer St. & Gee Creek Loop - Electricity	27.23
CLARK PUBLIC UTILITIES Total					1,635.73
CLARK REGIONAL WASTEWATER DISTRICT	741	0741-201803-05	Public Works	301 N 3rd Ave CDD - Sewer	27.10
			Community Development	301 N 3rd Ave CDD - Sewer	21.30
		0741-201803-08	Public Works	109 W Division WWTP - Sewer	280.12
		0741-201803-07	Public Works	255 S 56th Pl Well & Reservoir - Sewer	39.60
		0741-201803-06	Genl Govt/Facilities	230 Pioneer St City Hall - Sewer	148.23
		0741-201803-02	Public Works	Abrams Park Former Mgr House - Sewer	42.96
		0741-201803-04	Public Works	Abrams Park Restrooms - Sewer	72.60
		0741-201803-1	Public Safety	116 N Main Ave PD - Sewer	46.59
		0741-201803-03	Public Works	Abrams Park Kitchen - Sewer	39.60
		2018.03.12	Public Works	(blank)	2,106.00
CLARK REGIONAL WASTEWATER DISTRICT Total					2,824.10
COLUMBIA RESOURCE COMPANY	114	19184	Public Works	Street - Road Kill Disposal	15.19
COLUMBIA RESOURCE COMPANY Total					15.19
COMCAST	2271	2271-201803-109	Public Works	Communications 109 W Division	305.84
		2271-201803-210	Genl Govt/Facilities	Communications Community Center	223.86

Attachment: March 22 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: March 22, 2018

COMCAST	2271	2271-201803-210	Community Development	Communications Community Center	55.96
		2271-201803-230	Genl Govt/Facilities	Wireless Internet Services City Hall	290.45
		2271-201803-116	Public Safety	Internet Services PD March	332.98
COMCAST Total					1,209.09
COMDATA NETWORK INC.	1101	20291281	Genl Govt/Facilities	PW/CDD Fuel XN173	88.53
			Public Works	PW/CDD Fuel XN173	1,336.91
			Community Development	PW/CDD Fuel XN173	285.93
		20291807	Public Safety	FUEL PD XN795	711.86
COMDATA NETWORK INC. Total					2,423.23
COMPULINK MANAGEMENT CENTER INC.	2648	20180305PS	Genl Govt/Facilities	Document Management System City Hall	(39.48)
			Public Works	Document Management System City Hall	234.36
			Community Development	Document Management System City Hall	142.65
			Information Technology	Document Management System City Hall	132.47
COMPULINK MANAGEMENT CENTER INC. Total					470.00
Cook Carl	UB*00087	1	Genl Govt/Facilities	Refund Check	83.62
Cook Carl Total					83.62
DAILY JOURNAL OF COMMERCE	133	743674318	Public Works	Cmtry Pmp & North Ridge Wtr Main Advertisement	331.50
DAILY JOURNAL OF COMMERCE Total					331.50
DEPARTMENT OF LICENSING	154	RG0000244	Genl Govt/Facilities	CPL - Original - Greer	18.00
		RGD0000243	Genl Govt/Facilities	CPL - Original - Rohrer	18.00
DEPARTMENT OF LICENSING Total					36.00
DISCOVERY FINANCIAL SERVICES	2011	2011-201803-02	Public Works	Collection Fee 1663 S 14th Cir	12.13
DISCOVERY FINANCIAL SERVICES Total					12.13
DR Horton Inc.	UB*00085	1	Genl Govt/Facilities	Refund Check	62.88
DR Horton Inc. Total					62.88
DZ AND FAMILY	1497	14240	Public Works	WWTP Maintenance	64.74
DZ AND FAMILY Total					64.74
E2 LAND USE PLANNING SERVICES LLC	485	0485-201803-02	Community Development	Planning Consulting Services FEB 2018	10,680.12
E2 LAND USE PLANNING SERVICES LLC Total					10,680.12
ENVIRONMENTAL SCIENCE ASSOCIATES	2398	133560	Public Works	EF-20 Mitigation Project Side Channel Monitoring	1,827.03
ENVIRONMENTAL SCIENCE ASSOCIATES Total					1,827.03
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	2967	93428070	Genl Govt/Facilities	ArcGIS Desktop Basic License	350.68
			Public Works	ArcGIS Desktop Basic License	1,052.02
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC. Total					1,402.70
FCS GROUP	958	2797-21802025	Public Works	Stormwater Rate Model Update	1,448.75
		2825-21802063	Finance	Indirect Cost Plan Update	1,402.50
FCS GROUP Total					2,851.25
FERGUSON ENTERPRISES INC # 8423	181	631742	Public Works	Meters	1,581.60
		631486	Public Works	ADA Ramps & Sidewalk Supplies	1,676.95
FERGUSON ENTERPRISES INC # 8423 Total					3,258.55
GISI MARKETING GROUP	2811	148472	Public Safety	Business Cards Ferriss Stose Onslow	267.75
GISI MARKETING GROUP Total					267.75

Attachment: March 22 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: March 22, 2018

Goldfinch Zack	UB*00086	1	Genl Govt/Facilities	Refund Check	62.11
Goldfinch Zack Total					62.11
H.D. FOWLER COMPANY	2036	14759748	Public Works	Osprey Park Supplies	233.48
H.D. FOWLER COMPANY Total					233.48
HAMILTON EXCAVATING LLC	2968	18-0223	Genl Govt/Facilities	Encroachment Pmt Rfnd - Hamilton Excavating LLC	281.25
HAMILTON EXCAVATING LLC Total					281.25
HARRY'S LAWN AND POWER EQUIPMENT	214	134817	Public Works	Contact Spring/Stop Buffer	11.71
HARRY'S LAWN AND POWER EQUIPMENT Total					11.71
Hinton Development	UB*00083	1	Genl Govt/Facilities	Refund Check	193.76
Hinton Development Total					193.76
HONEY BUCKETS	223	550580367	Public Works	Davis Park Port a Potty	298.00
HONEY BUCKETS Total					298.00
INTERMEDIA.NET INC	2187	1803351249	Information Technology	Voice Service Charges FEB 2018	84.27
INTERMEDIA.NET INC Total					84.27
INTERSTATE BATTERIES	1458	80006734-85705	Genl Govt/Facilities	Vehicle Maintenance - Krebser	25.83
			Public Works	Vehicle Maintenance - Krebser	232.44
INTERSTATE BATTERIES Total					258.27
J.L. STOREDAHL AND SONS	558	238470	Public Works	Cassini Playground Supplies	392.73
J.L. STOREDAHL AND SONS Total					392.73
J2 BLUE PRINT SUPPLY	243	AR44117	Community Development	Blueprint Pint Supplies	809.50
J2 BLUE PRINT SUPPLY Total					809.50
JANEAN Z PARKER	2199	180	Public Works	Attourney Professional Services	2,275.00
			Community Development	Attourney Professional Services	1,350.00
			Legal	Attourney Professional Services	1,500.00
JANEAN Z PARKER Total					5,125.00
JESSICA KIPP	2099	2099-201803-02	Administration	Mileage Reimbursement - Kipp	12.64
JESSICA KIPP Total					12.64
JIM PERRY	247	0247-201803-01	Community Development	Meals per-diem - Perry- WABO training	85.00
JIM PERRY Total					85.00
JOHN WILSON	2959	2959-201803-01	Community Development	Meals per-diem - Wilson - WABO training	85.00
JOHN WILSON Total					85.00
KENYON DISEND PLLC	1746	186732	Community Development	Comp Plan Appeal Professional Legal Services	1,642.40
		186733	Community Development	GMHB-16-2-0005 Compliance Prof Legal Services	3,958.06
KENYON DISEND PLLC Total					5,600.46
KIRK JOHNSON	1716	1716-201803-02	Finance	Mileage Reimbursement Kirk Johnson	120.66
				Mileage Reim Municipal Finance Conf - Johnson	170.04
		1716-201803-01	Finance	Meal per-diem - Annual Municipal Finance Conf - Johnson	52.00
KIRK JOHNSON Total					342.70
LARCH CORRECTIONS CENTER	2088	LCC1712.573	Public Works	November work crew	799.64
		LCC1801.586	Public Works	January 2018 work crew	677.60
		LCC1802.590	Public Works	Parks/Trails/Cemetery Cleanup	719.33
LARCH CORRECTIONS CENTER Total					2,196.57

Attachment: March 22 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: March 22, 2018

M JULIETA RUBIO ROMERO	2164	2164-201803-01	Finance	Meal per-diem - Annual Municipal Finance Conf - Rubio	52.00
M JULIETA RUBIO ROMERO Total					52.00
MERCHANT TRANSACT	2901	28023128	Public Works	Feb 2018 ACH Processing Fees	47.35
MERCHANT TRANSACT Total					47.35
MUNICIPAL CODE CORP.	1185	305660	Genl Govt/Facilities	Codification	324.40
MUNICIPAL CODE CORP. Total					324.40
MUTUAL MATERIALS	2750	1822930	Public Works	Operational Supplies Osprey Park	45.31
		1821910	Public Works	Operational Supplies Osprey Park	379.83
		1821649	Public Works	Operational Supplies Osprey Park	569.75
		1821620	Public Works	Operational Supplies Osprey Park	759.67
MUTUAL MATERIALS Total					1,754.56
NORTHWEST NATURAL GAS	315	0315-201803-01	Public Works	PW Shop - Natural Gas	123.60
		0315-201803-02	Genl Govt/Facilities	City Hall - Natural Gas	274.66
		0315-201803-03	Public Safety	Police Department - Natural Gas	67.74
NORTHWEST NATURAL GAS Total					466.00
ODOT DMV SERVICES	976	MB122257	Public Safety	PD Photo Request	6.50
ODOT DMV SERVICES Total					6.50
ONE CALL CONCEPTS	326	8029091	Public Works	Excavation notifications and Modem ticket delivery	153.12
ONE CALL CONCEPTS Total					153.12
ON-HOLD CONCEPTS INC	2217	450723	Information Technology	Professional On-Hold Music Service FEB 2018	24.95
ON-HOLD CONCEPTS INC Total					24.95
PALADIN DATA SYSTEM CORPORATION	668	2401394	Community Development	SmartGov Onsite Training	3,157.30
PALADIN DATA SYSTEM CORPORATION Total					3,157.30
PATRICK HILDRETH BRAND AND DESIGN	2372	1061	Genl Govt/Facilities	City Event Designing Professional Services	1,658.00
PATRICK HILDRETH BRAND AND DESIGN Total					1,658.00
Peavey Greg	UB*00084	1	Genl Govt/Facilities	Refund Check	66.55
Peavey Greg Total					66.55
PITNEY BOWES	341	3305572919	Genl Govt/Facilities	Postage Machine Lease City Hall	405.12
PITNEY BOWES Total					405.12
REFLECTOR	369	102769	Genl Govt/Facilities	Ordinance 1257 - Overnight Camping	47.73
		102886	Community Development	Land Use App PLZ-18-006 AD#102886	123.26
		247.66	Public Works	Cmtry Pmp Station & NR Wtr Mn Prjct AD#29107224	247.66
REFLECTOR Total					418.65
RICOH USA INC.	1662	100220727	Public Safety	PD Copier MAR 2018	190.91
RICOH USA INC. Total					190.91
RIDGEFIELD COMMUNITY CENTER	373	0373-201803-01	Genl Govt/Facilities	FEB 2018 Community Center Rental	637.50
			Community Development	FEB 2018 Community Center Rental	212.50
RIDGEFIELD COMMUNITY CENTER Total					850.00
RIDGEFIELD HARDWARE	376	0376-201803	Genl Govt/Facilities	Operational Supplies	6.86
			Public Safety	Operational Supplies	19.10
			Public Works	Operational Supplies	587.11
			Community Development	Operational Supplies	19.84

Attachment: March 22 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: March 22, 2018

RIDGEFIELD HARDWARE Total					632.91
RIDGEFIELD MAIN STREET	2212	2212-201803-01	Genl Govt/Facilities	2018 City Partner Funding	1,200.00
RIDGEFIELD MAIN STREET Total					1,200.00
RIDGEFIELD SCHOOL DISTRICT	378	100170042	Public Works	Ridgefld Outdr Rec Complx Engineering/Const/Mngmt	96,257.50
RIDGEFIELD SCHOOL DISTRICT Total					96,257.50
SANDRA HOOTS	2163	2163-201803	Public Safety	LEC Meeting Mileage Reimbursement - Hoots	18.64
		2163-201803-02	Public Safety	Mileage Reimbursement Trainingt - Hoots	23.44
SANDRA HOOTS Total					42.08
SIMPLIFILE	2962	E5494258	Public Works	Recording Fees Devlin Easment	110.69
SIMPLIFILE Total					110.69
Simpson Seth & Zelma	UB*00008	1	Genl Govt/Facilities	Refund Check	38.12
	UB*00003	1	Genl Govt/Facilities	Refund Check	51.66
Simpson Seth & Zelma Total					89.78
SITEONE LANDSCAPE SUPPLY LLC	2951	84232925	Public Works	Operational Supplies - Sand Bags	34.47
SITEONE LANDSCAPE SUPPLY LLC Total					34.47
SMARSH	2550	INV00337323	Information Technology	Email & Social Media Archiving FEB 2018	216.20
SMARSH Total					216.20
TAPANI INC	420	16371	Public Works	RORC Mass Grading and Utilities	32,867.59
		16122	Public Works	RORC Mass Grading and Utilities	64,960.17
TAPANI INC Total					97,827.76
THE MASTERS TOUCH LLC	1786	P56505	Public Works	FEB 2018 Utility Statements	998.03
		56505	Public Works	February 2018 Utility Mailing Services	577.23
THE MASTERS TOUCH LLC Total					1,575.26
THE PARR COMPANY	964	26399822	Public Works	Operational Supplies	19.18
THE PARR COMPANY Total					19.18
TRACY BLEHM	809	0809-201803-02	Genl Govt/Facilities	Mileage Reimbursement Blehm	47.47
			Human Resources	Mileage Reimbursement Blehm	39.52
TRACY BLEHM Total					86.99
TRIBECA TRANSPORT LLC	747	COR-1803	Public Works	Sludge Hauling	2,135.00
TRIBECA TRANSPORT LLC Total					2,135.00
US BANK	2237	2237-201803-01	Finance	Secure Custody Charges FEB 2018	26.00
US BANK Total					26.00
USA BLUEBOOK	444	511812	Public Works	Operational Supplies WWTP	229.37
USA BLUEBOOK Total					229.37
VERIZON WIRELESS	452	9802538616	Genl Govt/Facilities	PW Cell Phones & 2 iPads	62.52
				PW Cell Equip Reimburse	(7.95)
				PW Director iPad	3.00
				Julie iPad	29.96
			Public Safety	PD Chief iPad	29.98
				PD Cell Phones	1,048.41
			Public Works	PW Cell Phones & 2 iPads	944.03
				PW Cell Equip Reimburse	(392.05)

Attachment: March 22 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: March 22, 2018

VERIZON WIRELESS	452	9802538616	Public Works	PW Director iPad	20.93
			Community Development	PW Cell Phones & 2 iPads	47.65
				PW Director iPad	6.00
				CDD Director iPad	29.97
				CDD Cell Phones	175.77
				Finance	Finance Director iPad
			Administration	Deputy City Manager iPad	29.97
			Council	Council iPads	280.07
			Executive	City Manager iPad	29.98
VERIZON WIRELESS Total					2,368.22
WAPITI NW LLC	2545	6912	Public Safety	Laptop Installation PD	305.18
WAPITI NW LLC Total					305.18
WASHINGTON STATE PATROL	463	I18005830	Genl Govt/Facilities	CPL Background Checks	48.00
WASHINGTON STATE PATROL Total					48.00
WELLS FARGO	1681	201803-1133	Genl Govt/Facilities	Feb2018 Stmt - Brunson Safeway	0.57
				Feb2018 Stmt - Brunson Ridgefield Pioneer Mktplce	0.59
				Feb2018 Stmt - Brunson Staples	1.25
			Public Works	Feb2018 Stmt - Brunson Safeway	8.60
				Feb2018 Stmt - Brunson Ridgefield Pioneer Mktplce	8.95
				Feb2018 Stmt - Brunson Staples	18.94
			Community Development	Feb2018 Stmt - Brunson Safeway	0.43
				Feb2018 Stmt - Brunson Ridgefield Pioneer Mktplce	0.45
				Feb2018 Stmt - Brunson Staples	0.96
		201803-8453	Genl Govt/Facilities	Feb2018 Stmt - Kast Amazon Mktplce	3.33
				Feb2018 Stmt - Kast WA Professional Lic	11.60
				Feb2018 Stmt - Kast Dry Box Inc	5.14
			Public Works	Feb2018 Stmt - Kast Amazon Mktplce	2.64
				Feb2018 Stmt - Kast WA Professional Lic	81.20
				Feb2018 Stmt - Kast Dry Box Inc	77.65
			Community Development	Feb2018 Stmt - Kast Cov Parking Payst	2.50
				Feb2018 Stmt - Kast Cov Parking Cale	3.75
				Feb2018 Stmt - Kast Amazon Mktplce	27.19
		201803-5494	Human Resources	Feb2018 Stmt - Kast WA Professional Lic	23.20
				Feb2018 Stmt - Kast Dry Box Inc	3.93
				Feb2018 Stmt - Kast Amazon Mktplce	27.93
			Genl Govt/Facilities	Feb2018 Stmt - Kipp Wal Mart CH supplies	4.34
				Feb2018 Stmt - Kipp Facebook Events Marketing	10.63
				Feb2018 Stmt - Kipp Wal Mart 1st Saturday	87.37
				Feb2018 Stmt - Kipp Tapedepot City Hall Supplies	14.88
				Feb2018 Stmt - Kipp WSP Background Checks	12.00
				Feb2018 Stmt - Kipp Ridgefield Floral 1st Saturday	19.51
		Feb2018 Stmt - Kipp Wal Mart Events	31.85		

Attachment: March 22 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: March 22, 2018

WELLS FARGO	1681	201803-5494	Human Resources	Feb2018 Stmt - Kipp Wal Mart Wellness	43.23
				Feb2018 Stmt - Kipp Wal Mart Employee Relations	10.82
				Feb2018 Stmt - Kipp Costco Wellness	295.80
		201803-8764	Administration	Feb2018 Stmt - Knottnerus Delta Air	336.00
				Feb2018 Stmt - Knottnerus Canvas Host	0.98
				Feb2018 Stmt - Knottnerus Ravenscroft Inn	118.77
		201803-2960	Genl Govt/Facilities	Feb2018 Stmt - Johnson Costco.com	345.67
			Public Safety	Feb2018 Stmt - Johnson Costco.com	42.99
			Public Works	Feb2018 Stmt - Johnson Costco.com	41.15
			Community Development	Feb2018 Stmt - Johnson Costco.com	25.06
			Council	Feb2018 Stmt - Johnson The Liason Capitol Hill	861.00
		201803-9760	Public Safety	Feb2018 Stmt - Hoots Starbucks	18.37
				Feb2018 Stmt - Hoots GALLS	47.82
				Feb2018 Stmt - Hoots Amazon.com	59.61
				Feb2018 Stmt - Hoots TLO Transunion	77.28
		201803-1117	Genl Govt/Facilities	Feb2018 Stmt - Blehm Target	24.57
			Public Works	Feb2018 Stmt - Blehm Springhill Suites Kennewick	324.54
			Community Development	Feb2018 Stmt - Blehm Starliner Food Market	39.84
			Human Resources	Feb2018 Stmt - Blehm Lava Java	30.41
				Feb2018 Stmt - Blehm Ridgefield Floral	107.32
				Feb2018 Stmt - Blehm Costco	111.83
				Feb2018 Stmt - Blehm Starliner Food Market	232.81
				Feb2018 Stmt - Blehm Fred-Meyer	61.39
			Administration	Feb2018 Stmt - Blehm Public Risk Management	590.00
				Feb2018 Stmt - Blehm Office Depot	17.30
		201803-4015	Genl Govt/Facilities	Feb2018 Stmt - Arends Safeway Salmon Creek	0.59
				Feb2018 Stmt - Arends Office Depot	1.13
				Feb2018 Stmt - Arends Parkrose Hardware	1.62
			Public Works	Feb2018 Stmt - Arends Safeway Salmon Creek	8.96
				Feb2018 Stmt - Arends Office Depot	6.45
				Feb2018 Stmt - Arends Parkrose Hardware	63.54
				Feb2018 Stmt - Arends Mcdonalds Vancouver	20.98
			Community Development	Feb2018 Stmt - Arends Safeway Salmon Creek	0.45
				Feb2018 Stmt - Arends Parkrose Hardware	1.24
			Human Resources	Feb2018 Stmt - Arends Country Cafi½	24.06
		201803-1889	Executive	Feb2018 Stmt - Stuart Sportsmans Steakhouse	65.93
				Feb2018 Stmt - Stuart ICSC	740.00
				Feb2018 Stmt - Stuart El Rancho Viejo	56.83
				Feb2018 Stmt - Stuart Billygans Roadhouse	16.85
				Feb2018 Stmt - Stuart Alaska Air	224.60
				Feb2018 Stmt - Stuart GOGO Air	55.95
				Feb2018 Stmt - Stuart UBER DKJRT	8.02

Attachment: March 22 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: March 22, 2018

WELLS FARGO	1681	201803-1889	Executive	Feb2018 Stmt - Stuart Chevron Woodburn	20.00	
				Feb2018 Stmt - Stuart UBER SW2XP	11.40	
				Feb2018 Stmt - Stuart UBER WKZKR	10.91	
				Feb2018 Stmt - Stuart UBER BZJ7C	46.81	
				Feb2018 Stmt - Stuart Country Cousin	42.74	
				Feb2018 Stmt - Stuart UBER ZKUKF	10.05	
				Feb2018 Stmt - Stuart The Liason Capitol Hill	450.02	
				Feb2018 Stmt - Stuart Adobe Systems	16.25	
				Feb2018 Stmt - Stuart UBER AJVVB	18.30	
				Feb2018 Stmt - Stuart UBER KKNBC	8.24	
				Feb2018 Stmt - Stuart SQ UVC	11.09	
				Feb2018 Stmt - Stuart Texas De Brazil DC	314.23	
	201803-2495	Community Development	Feb2018 Stmt - Stuart PDX Parking	81.00		
			Feb2018 Stmt - Niten Washington A	104.24		
			Feb2018 Stmt - Niten El Rancho Viejo	32.50		
			Feb2018 Stmt - Niten Sportsmans Steakhouse	11.38		
			201803-7296	Public Safety	Feb2018 Stmt - Rhine Mallory Safety and Supply	47.80
			201803-8989		Feb2018 Stmt - Brooks Amazon Mktplce	23.40
			201803-4056	Executive	Feb2018 Stmt - Ferriss Assoc of WA Cities	50.00
WELLS FARGO Total				6,963.50		
WOODLAND TRUE VALUE HARDWARE	1507	1507-201803	Public Works	Operational Supplies	242.23	
WOODLAND TRUE VALUE HARDWARE Total				242.23		
YONYA DESHIELL	2954	2954-201803-02	Community Development	Mileage and Meal Reimbursement Training Deshiell	92.09	
YONYA DESHIELL Total				92.09		
YULIYA FERRISS	1050	1050-201803-01	Administration	Meals per-diem - WMCA Conf - Y Ferriss	62.00	
YULIYA FERRISS Total				62.00		
Grand Total				487,226.74		

Attachment: March 22 2018 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 22, 2018
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Minutes from March 8, 2018 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: 03-08-2018 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
March 8, 2018

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM

FLAG SALUTE

ROLL CALL

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

LATE CHANGES TO THE AGENDA

None

PUBLIC COMMENT

Bill Bauman, county resident, introduced Ridgefield's Food Project designed to assist neighbors in need. Rick Brown of the Ridgefield Living Magazine will be publishing an article on this project in the near future.

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Don Stose, Councilor
SECONDER:	Lee Wells, Councilor
AYES:	Onslow, Taylor, Wells, Stose, Wertz, Main, Day

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from February 22, 2018 Meeting**

PRESENTATION

1. Downtown Arts Quarter

Jeff Niten introduced Claire Lust, the City's Assistant Planner, who presented a proposal for the Downtown Arts Quarter.

Attachment: 03-08-2018 (Approval of Minutes)

Jan Haig with the Ridgefield Art Association thanked the City for being a partner with the Art Association and encouraging them under the leadership of Patricia Thompson and help from Maureen O'Reilly. They have great plans for the City and appreciate being on the same page.

BUSINESS

1. Second Reading of Ordinance No. 1258 - Complete Streets Policy - Bryan Kast, Public Works Director

Complete Streets refers to a policy and planning approach that ensures that streets are planned, designed, constructed and maintained in a way that accommodates users of all forms of transportation including pedestrians, cyclists and users of public transportation. In 2011 Washington State passed a Complete Streets Bill (HB 1071) creating a program that would provide grants to communities that met appropriate criteria, including having an adopted Complete Streets Policy. In 2015 the City Council Adopted Resolution 495 and established a Complete Streets Policy for the City of Ridgefield. Over the past two years City staff have implemented the Policy and provided annual reports to the Council on the progress. Recently the Transportation Improvement Board (TIB), who administers the Complete Streets Grant program, concluded that jurisdictions must adopt Complete Streets Policies via ordinance rather than resolution to be eligible for grant funds. This ordinance repeals Resolution 495, and adopts the same Complete Streets Policy as an ordinance.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1258 AS PRESENTED.

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

PUBLIC COMMENT

Marykay Lamoureux, Executive Director of Ridgefield's Main Street expressed their support of the Arts Quarter project.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council member Stose - Attended briefing with City Manager.

Council member Main - Attended the kick off to the month long Ridgefield Youth Art.

Council member Day - Attended Clark College International women's day, City Manager briefing and visited Ridgefield's new mini storage facility.

Council member Taylor - Attended preliminary hearing on east Kennedy subdivision, City Manager's briefing, Planning Commission meeting and Olympia Pipeline Safety Meeting.

Council member Wertz - Attended a pre-hearing conference and Port of Ridgefield meeting.

Council member Wells - Deferred his comments to Joe Melroy to expand on the 45th Avenue Project.

Joe Melroy, Port of Ridgefield, thanked the City and community for their support in bringing a store to Ridgefield.

Mayor

Mayor Onslow - Attended a kindness challenge at Union Ridge Elementary and Ridgefield Business Association, Regional Transportation meeting.

City Manager

City Manager Steve Stuart - Summarized the numerous projects and activities throughout the City. There is a lot going on.

Events - Saturday March 24, Mayor's Ball 6pm. 21511 NW 9th Avenue. Hunter's Ranch. Invitation is on City Website invite to all.

Tuesday, March 27, partnership with Port of Ridgefield and School District at the school districts board room.

Thursday March 29, State of The City, 6:30 Ridgefield High School Auditorium.

Community Development Jeff Niten - Provided an update on permits issued, Flowserve received their temporary occupancy and should be ready to open in next 30 days.

Public Works Director Bryan Kast - Provided an update on construction projects and traffic control and delays on Royal Road.

Police Chief John Brooks - Ridgefield police are partnering with the School District for Safety Night on Wednesday, March 14, from 5-7pm. The department is very active with the district and take student safety seriously.

Joe Melroy, Port of Ridgefield Commissioner, thanked the City and Port staff for their hard work and efforts in developing a bill that recently passed in the House and Senate with 100% majority vote. This gives the Port authority to build infrastructure (dark fiber) in the Port's District which will allow companies to communicate with the world. The IT infrastructure capabilities will be the best in the state if not the country. The bill is currently on the governor's desk for signature.

FROM THE COUNCIL

ADJOURN - [7:28 PM](#)

Julie Ferriss, City Clerk

Ron Onslow, Mayor

Attachment: 03-08-2018 (Approval of Minutes)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: March 22, 2018

ITEM: BUSINESS

AGENDA ITEM TITLE: A Resolution Amending and Updating the Change Drawers, Petty Cash and Schedule of Reimbursement for Expenses Made

GOVERNING LEGISLATION:

RCW 42.26; State of Washington Budgetary, Accounting and Reporting Manual 3.8.8

PREVIOUS COUNCIL ACTION TAKEN:

Council previously adopted maximum limits for petty cash and change drawers December 19, 2002, February 26, 2006, and July 22, 2010 (Resolution No. 385) setting the current limit of \$700 with a maximum of \$200 for petty cash funds and \$500 for change drawers.

SUMMARY/BACKGROUND:

The Finance Department is currently authorized to provide change drawers (a specific amount of funding used to make change when a customer pays their utility and/or licensing fees) and determine the most efficient distribution to staff who process payments. As the City's utility accounts have increased, the Finance Department has identified a need to increase the cash available for change drawers for utility and licensing payments above the current \$500 maximum limit. No change to the petty cash limit of \$200 is required.

As the City has seen an increase in utility accounts the need for flexibility for change when a customer makes a cash payment has been identified. Since the previous adoption of resolution No. 385 the City has added three additional employees who take payments and provide change to customers. As a result employees have the need to travel to the bank more often to acquire change to break large bills from previous payments and/or ask customers to bring smaller denominations in order to make their payment.

The Finance Department is recommending an increase from \$500 to \$1,000 for change drawers to accommodate staff increases and the need for sufficient change on hand to take in cash payments. The total amount requested for petty cash and change drawers would be \$1,200. The change allows flexibility and sufficient coverage at all times during business hours to take cash payments.

BUDGET/FINANCIAL IMPACTS:

No impacts to the budget would occur with adoption of Resolution No. 535.

RECOMMENDED ACTION OR MOTION:

Staff recommends that Council adopt Resolution No. 535 as presented by making the following motion:

"I move to adopt Resolution No. 535 as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

Resolution No.535**A RESOLUTION AMENDING AND UPDATING THE CHANGE DRAWERS, PETTY CASH AND SCHEDULE OF REIMBURSEMENT FOR EXPENSES MADE**

WHEREAS, the City of Ridgefield currently operates a petty cash fund with a limit of \$200 to be used for appropriate governmental purposes in normal day-to-day municipal operations; and

WHEREAS, the City of Ridgefield also operates a change fund that is used to make change for utility and fee receipt payments that totals \$500; and

WHEREAS, the change fund is allocated and used by departments, and assigned to an employee within a department that collects payments and consequently has a need to make change;

WHEREAS, as the City expands and/or contracts, the need for the change fund correspondingly increases and/or decreases;

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

1. A Petty Cash Fund will be maintained at no more than \$200. No single expenditure shall be made in excess of \$50, except that payments to other governmental entities may be allowed up to a maximum of \$100. All expenditures from the Petty Cash Fund shall be accounted for.
2. A Change Fund will be maintained at no more than \$1,000. Use of the change fund shall be limited to making change as needed to the consumers of the utilities and to the public as needed for the payment of fees.
3. The Change Fund will be used as appropriate by the departments with responsibility assigned to an employee within the department that collects payments and consequently has a need to make change.
4. Proper record keeping will be maintained by the Finance Department on the funds assigned and used by the departments.
5. The Finance Department will retain responsibility for audit oversight of the petty cash and change funds.
6. This resolution shall take effect immediately upon passage by the Ridgefield City Council.

ADOPTED AT A REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON
THIS 22ND DAY OF MARCH, 2018.

The City of Ridgefield

Ron Onslow, Mayor

Attest/Authenticated:

Julie Ferriss City Clerk

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 22, 2018

ITEM: BUSINESS

AGENDA ITEM TITLE: A Resolution of the City of Ridgefield, Washington Declaring
Certain Property as Surplus and Authorizing Its Disposition

GOVERNING LEGISLATION:
Revised Code of Washington Chapter 39.33 – Intergovernmental Disposition of Property

PREVIOUS COUNCIL ACTION TAKEN:
Council has previously adopted resolutions providing for the surplus of certain property and executing its sale or disposal

SUMMARY/BACKGROUND:
The City acquires various equipment and property as needed for staff to perform work responsibilities. As the equipment and property is used throughout its life to conduct City business, it ages, and eventually becomes obsolete and/or in disrepair.

A public hearing is not required due to this property not having a value that exceeds \$50,000.

Public Works would like to surplus two pickups that are currently scheduled to be replaced in 2018 through the Equipment Replacement Fund. The vehicles are a 1991 Ford Ranger license plate #28870D and a 1998 Chevrolet K1500 license plate #26305D (Exhibit "A").

BUDGET/FINANCIAL IMPACTS:
No significant budget impacts are expected.

RECOMMENDED ACTION OR MOTION:
Staff recommends that Council adopt resolution No. 536 as presented by making the following motion:

"I move to adopt Resolution No. 536 as presented."

STAFF CONTACT: Kirk Johnson, Finance Director
Surplus Items Exhibit A 3.22.2018 (DOCX)

ATTACHMENTS:

Resolution No.536**A RESOLUTION OF THE CITY OF RIDGEFIELD, WASHINGTON DECLARING CERTAIN PROPERTY
AS SURPLUS AND AUTHORIZING ITS DISPOSITION**

WHEREAS, the City of Ridgefield has acquired certain personal property and equipment and

WHEREAS, the property and equipment cannot be reassigned within the City and the surplus of this property and equipment will meet the needs of the City of Ridgefield,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF RIDGEFIELD, WASHINGTON as follows:

Section 1. Based upon the findings and recommendations of the City, the attached Exhibit A represents the list of property requesting to be declared surplus and no longer meets the needs of the City, and further, these items cannot be reassigned as an asset to other departments of the City.

Section 2. This property is deemed to no longer create a benefit for the residents of the City of Ridgefield.

Section 3. The Council authorizes the City Manager to sell, auction or scrap the items identified on the attached list for the best available price; or to properly dispose of the property to the best benefit of the City of Ridgefield.

ADOPTED AT A REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 22nd DAY OF MARCH, 2018.

City of Ridgefield

Ron Onslow, Mayor

Attest:

Julie Basarab,
City Clerk

Exhibit "A"

Department	Description	License#	Vin/Serial #	Estimated Value
Public Works	1991 Ford Ranger	28870D	1FTCR14UOMPA60671	\$500
Public Works	1998 Chevrolet K1500	26305D	1GCEK14M5WZ264998	\$2,000

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: March 22, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Ridgefield Outdoor Recreation Complex Purchase and Sale Agreement

GOVERNING LEGISLATION: Revised Code of Washington (RCW) Chapter 35A.11.010

PREVIOUS COUNCIL ACTION TAKEN: Approval of Land Purchase for Ridgefield Outdoor Recreation Complex August 25, 2016, Approval of interlocal agreement with Ridgefield School District on March 30, 2017, Surplus of property October 26, 2017

SUMMARY/BACKGROUND: The City has been working with the Ridgefield School District on the development of the Ridgefield Outdoor Recreation Complex, or RORC, in conjunction with the School District's 5-6 and 7-8 Schools Complex since 2015. The RORC and Schools will be located on 57.5 acres, 7.5 of which is owned by the City. As the design for RORC and the 5-8 School Complex was completed the 7.5 acres owned by the City was found to be the best location for the School.

As a part of the agreement with the School District that was signed in March of 2017 the City and District agreed to exchange an equivalent property area with the District. In September of 2017 the City reviewed and approved a short plat which split a 6.9 acre parcel off the larger District owned parcel for the purpose of this exchange. This 6.9 acres underlays field 3, the north parking lot and the community building.

This purchase and sale agreement will sell the 7.5 acres along the south edge of the site to the School District. As a part of this transaction the District will similarly sell the 6.9 acres to the City for the same price. The 7.5 acres being sold to the District contains approximately 0.6 acres of wetlands and critical areas, while the 6.9 acres that will be acquired does not contain critical areas.

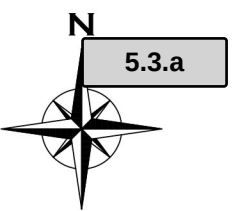
BUDGET/FINANCIAL IMPACTS: None. The sold property will be exchanged for an equivalent area with the School District for the same price.

RECOMMENDED ACTION OR MOTION: Staff recommends approval of the purchase and sale agreement via the following motion:

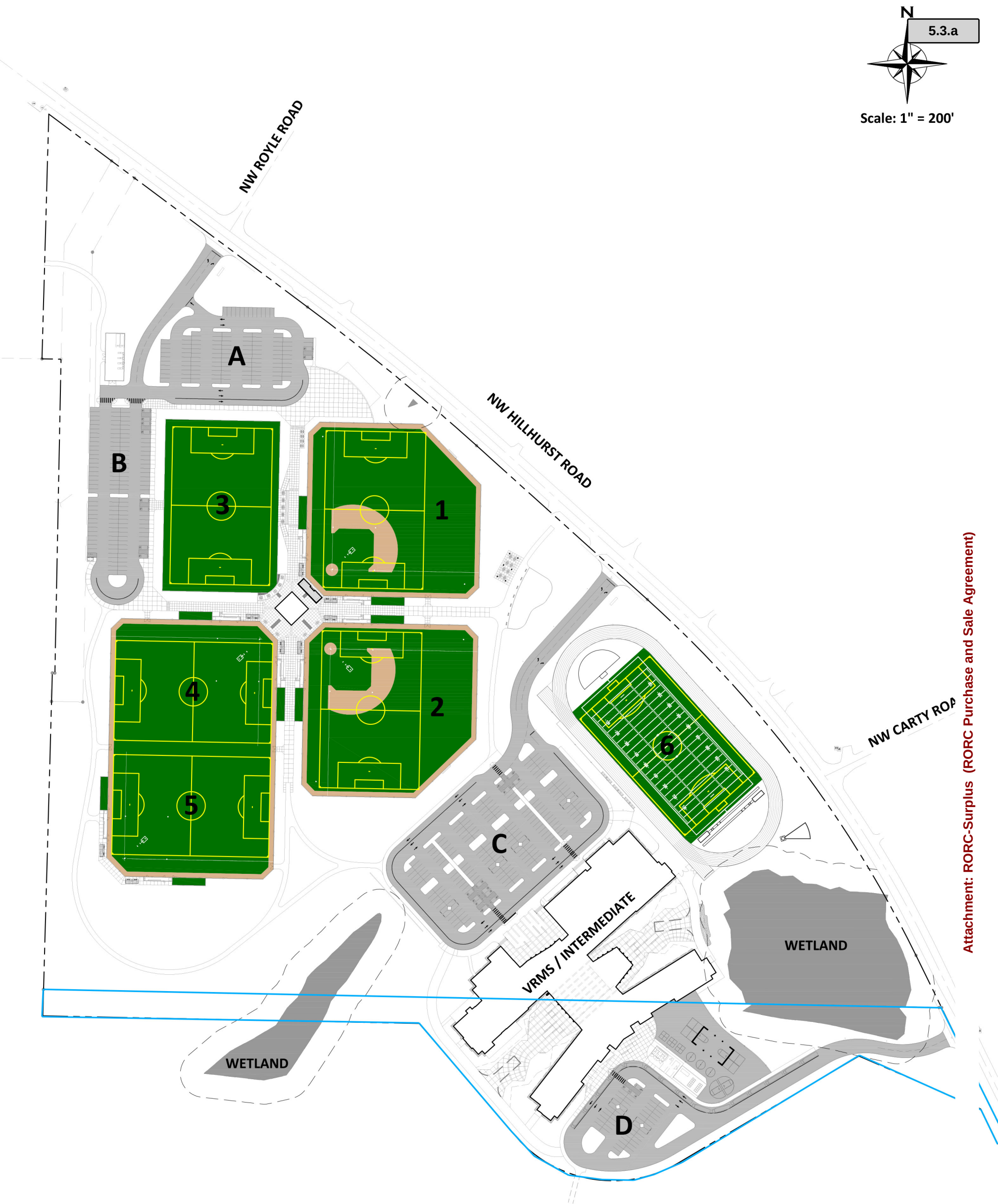
“I move to authorize the City Manager to sign the purchase and sale agreement between the City of Ridgefield and Ridgefield School District for the Ridgefield Outdoor Recreation Complex, as presented.”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: RORC-Surplus (JPG)
Purchase and Sale (DOCX)
RORC-Swap (PDF)



Scale: 1" = 200'



Attachment: RORC-Surplus (RORC Purchase and Sale Agreement)

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is effective on the last day of execution below (“Effective Date”) and is between the City of Ridgefield, a Washington code city (“Seller” or “City”), and the Ridgefield School District No. 122, a Washington quasi-municipal corporation (“Purchaser” or “District”), as identified in Section 2.

WHEREAS, the parties entered into an interlocal agreement regarding construction, shared use, and operation of the Ridgefield Outdoor Recreation Complex (“RORC”) in March 2017 (“Interlocal Agreement”);

WHEREAS, in order to site and complete the RORC as collaboratively designed by both parties and enter into a shared-use agreement for its facilities as jointly desired, the parties have determined that it is necessary and in the public interest for the City and the District to exchange, pursuant to Chapter 39.33 RCW, real property presently owned by each party;

WHEREAS, the parties have determined that the real property exchange will be accomplished using two purchase and sale agreements: this Agreement, which will convey the City’s real property to the District, and a related agreement (attached as Exhibit C), which will convey the District’s real property to the City.

NOW, THEREFORE, Purchaser and Seller agree as follows:

1. **Purchase and Sale.** Purchaser will purchase and Seller will sell the Property described in Section 3 under the terms and subject to the conditions set forth in this Agreement.

2. **Parties.** The name, address, phone number, and email address of Purchaser and Seller are:

2.1. **Seller.**

City of Ridgefield
Steve Stuart, City Manager
230 Pioneer Street
Ridgefield, WA 98642
Phone: 360-887-3557
Email: steve.stuart@ci.ridgefield.wa.us

2.2. **Purchaser.**

Ridgefield School District No. 122
Nathan McCann, Superintendent
2724 South Hillhurst Road
Ridgefield, Washington 98642
Phone: (360) 619-1301
Email: nathan.mccann@ridgefieldsd.org

3. **Property.** The Property is that certain portion of real property, located on South Hillhurst Road in the City of Ridgefield, Washington, legally described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by this reference, comprised of approximately 7.5 acres of area (the “Property”). The Property will include: the land, together with any easements, appurtenances, rights, privileges, reversionary rights, fixtures, buildings, structures, and any other improvements located on or appurtenant to the Property; all apparatus, equipment, and appliances used in connection with the operation or occupancy of the Property, with the exception of any apparatus, equipment, and appliances belonging to the City or its contractors or subcontractors related to construction of the District’s 5-8 Schools Complex pursuant to the Interlocal Agreement; all timber and plants now in or on the Property; all rights, title, and interest of Seller in and to all alleys, strips, or gores of land, if any, lying adjacent to the Property; and all utilities serving the Property.
4. **Purchase Price and Consideration.** The Purchase Price is Ten Dollars (\$10.00). Additional consideration will be provided by Purchaser’s conveyance to Seller of fee simple title to the real property that is the subject of Exhibit C to this Agreement (“District Surplus Property”).
5. **Payment of Purchase Price and Other Consideration.** The Purchase Price will be paid all in cash at Closing via cashier’s check, wire transfer, or other immediately available funds. In addition to the Purchase Price, Buyer will deliver good and marketable fee simple title to the District Surplus Property that is the subject of Exhibit C to this Agreement at Closing.
6. **Title Matters.**
 - 6.1. **Conveyance.** At Closing, Seller will deliver a statutory warranty deed conveying good and marketable fee simple title to the Property to Purchaser, subject only to Permitted Exceptions (Section 6.2). In addition, at Closing, Seller will assign and deliver to Purchaser original copies of all Review Materials (Section 7) in connection with the Property, which assignment and delivery will include the right to use the same, free and clear of any claims for payment arising as a result of preparation or completion of such Review Materials.
 - 6.2. **Title Review.**
 - 6.2.1. Not later than ten (10) days following the execution of this Agreement by Seller, Seller will provide Purchaser with a preliminary commitment for an ALTA Standard Coverage Owner’s Policy of Title Insurance (“Title Commitment”) from _____ (“Title Company”). The Title Commitment will be accompanied by complete documentation of any exceptions identified in Schedule B thereof. The Title Commitment will list the Purchaser as the prospective named insured and show as the policy amount the appraised value of the Property.

- 6.2.2. Purchaser will have fifteen (15) days after its receipt of the Title Commitment in which to notify Seller of its approval or disapproval of each exception in Schedule B. Failure to notify Seller of approval of any exception will constitute Purchaser's disapproval of that exception. Exceptions approved by Purchaser will be Permitted Exceptions.
- 6.2.3. Seller will have ten (10) days after its receipt of Purchaser's notice, or after expiration of the fifteen (15) days provided for in Section 6.2.2 if Purchaser fails to deliver such notice, in which to notify Purchaser whether it will remove the disapproved exceptions. Seller's failure to notify Purchaser regarding whether it will remove any disapproved exception within ten (10) days will constitute Seller's election to remove any such exception. Seller will remove all exceptions it elects to remove, or has been deemed to have elected to remove, on or before Closing. Seller will pay any monetary liens (including all prorated taxes as of the Closing Date) affecting title to the Property and thus eliminate any such disapproved title exception.
- 6.2.4. If Seller does not elect to remove all title exceptions disapproved by Purchaser, Purchaser may, within ten (10) days after Seller's notice, elect to terminate this Agreement, in which case no further rights or obligations will exist for either party. If Purchaser does not so elect to terminate this Agreement, disapproved title exceptions that Seller has not elected to remove will become Permitted Exceptions.
- 6.2.5. The notice and response procedure (including timelines) of this Section 6.2 will be repeated for any title exceptions brought to Purchaser's attention after Purchaser's receipt of the Title Commitment. If the time period for delivery of any notice contained in this Section's review procedure extends beyond the Closing Date, the Closing Date will be deemed extended until the last of such notices is due or received, whichever is earlier.
- 6.3. **Title Insurance Policy.** At Closing, Seller will cause the Title Company to issue to Purchaser an ALTA Standard Coverage Owner's Policy of Title Insurance ("Title Policy"), insuring Purchaser in the amount of the appraised value against any loss or damage by reason of defects in the title to the Property delivered at Closing, other than Permitted Exceptions. Purchaser will bear the cost of said Title Policy.
- 6.4. **Title Not Insurable.** If title is not insurable at Closing in accordance with this Agreement, Purchaser may elect to proceed to Closing despite such non-insurability or may terminate this Agreement.
7. **Review Materials.** On or before ten (10) days after the Effective Date of this Agreement, Seller will provide Purchaser with copies of all plans, permits, and specifications relating to development of the Property, including, but not limited to, any environmental determination made pursuant to Washington's State Environmental Policy Act, any environmental studies or surveys of the property, any ALTA Survey of the Property, any

geotechnical reports covering the Property, any wetland studies affecting the Property, copies of all correspondence with governmental agencies regarding the Property, and any other information regarding the Property that Seller has access to (including those in the possession of third parties) or has in its possession (collectively, the "Review Materials").

8. **Possession and Right of Entry.** Purchaser will be entitled to Possession of the Property upon Closing. Prior to Closing, Purchaser will have the right for itself and its agents, employees, contractors, and other representatives to enter onto the Property and to conduct such inspections and studies as Purchaser may deem necessary and appropriate at Purchaser's sole cost and expense.
9. **Seller's Cooperation.** Seller will reasonably cooperate with and assist Purchaser, at Purchaser's request and expense, in Purchaser's investigation of the Property and in any efforts Purchaser may take to obtain necessary governmental approvals or permits for development of the Property.
10. **Closing.** Closing of the Purchase and Sale will occur when the Statutory Warranty Deed has been delivered and recorded, the Purchase Price has been delivered to Seller or is available to Seller, and closing of the property sale addressed in Exhibit C to this Agreement occurs. Closing will be conducted through escrow at the offices of _____ ("Closing Agent"). This Agreement, together with such other instructions as either party may submit that are consistent with this Agreement, will be the escrow instructions to the Closing Agent. Closing will occur on that date mutually established by Purchaser and Seller which is after Title Review (Section 6) has been completed ("Closing Date"). The Closing Date will be April 24, 2018.
 - 10.1. **Documents to be Delivered.** The parties will each timely deposit with the Closing Agent all instruments, documents, and payments necessary to enable the purchase and sale of the Property to close in accordance with this Agreement. For Seller, this includes, but is not limited to, a Statutory Warranty Deed conveying the Property to Purchaser, an excise tax affidavit for filing with the Clark County Auditor at the time of recording the Statutory Warranty Deed, a FIRPTA affidavit as described in Section 12.6 of this Agreement, and copies of any surveys, studies, site plans, or other plans or specifications related to the Property in possession of the Seller.
 - 10.2. **Taxes, Assessments, and Utility Charges.** Real property taxes, ad valorem property taxes, water and sewer charges, any other utility charges, and assessments of any kind for the current year will be prorated as of midnight of the date prior to Closing. Any and all assessments and other charges against the Property, including Washington State, county, or city excise taxes, will be paid in full by Seller at Closing. Seller will obtain a final reading of any utility meters as of the Closing Date and will pay the final billings directly to the appropriate utility companies.
 - 10.3. **Closing Costs.** Seller will pay the real estate excise tax, one half (1/2) fees of the Closing Agent, the premium for the Title Policy, its own attorneys' fees, and other closing costs customarily borne by sellers. Purchaser will pay one half (1/2) fees of

the Closing Agent, the premium for the Title Policy, the cost of recording the deed, its own attorneys' fees, and other closing costs customarily borne by purchasers.

11. **Taxes.** Seller will pay all taxes on the Property attributable to any period of time prior to the Closing Date.
12. **Seller's Representations.** Seller makes the following representations and warranties to Purchaser, and acknowledges that Purchaser is relying on such representations and warranties in entering into this Agreement. Such representations and warranties are true as of the date of this Agreement, will be true at the Closing, will survive Closing, and will not be waived or diminished by reason of any investigation made by Purchaser or its agents.
 - 12.1. **Existence, Power, and Authority.** Seller is a duly organized and validly existing municipal corporation under the laws of the State of Washington. The execution of this Agreement by the undersigned signatory and performance of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on the part of such entity.
 - 12.2. **Parties in Possession.** There are no parties or trespassers in possession or which have a right to possession of all or any portion of the Property, and there are no leases or licenses affecting the Property, with the exception of any license by the City to the District or the District's agents or contractors to use the Property for purposes of construction of the 5-8 Schools Complex.
 - 12.3. **Condemnation or Assessment; Access.** There is no pending condemnation or similar proceeding affecting the Property, nor, to Seller's knowledge, is there any such proceeding or assessment contemplated by any governmental authority. The Property has full and free access to and from any adjoining public highways, streets, or roads, and there is no pending or threatened governmental proceeding which would impair or curtail such access.
 - 12.4. **Compliance with Law.** Seller has, to the best of its knowledge, complied with all laws, ordinances, regulations, statutes, and rules applicable to the Property including, but not limited to, those relating to zoning, use, environmental standards, flood control, planning, building, fire, health, traffic, and disabled persons. Seller has not received nor is it aware of any notification from any governmental authority requiring any work to be done on the Property nor received advice of any condition (including, without limitation, hazardous substances or wastes) that would render the Property unusable or affect the usability of the Property or any part thereof for the purposes of Purchaser.
 - 12.5. **Option to Acquire Premises.** No person or entity has any right of first refusal or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth in this Agreement.

- 12.6. **Foreign Person.** Seller is not a foreign person and is a “United States Person” as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the “Code”) and will deliver to Purchaser prior to or at Closing a Foreign Investment In Real Property Tax Act (FIRPTA) affidavit evidencing such fact and such other documents as may be required under the Code.
- 12.7. **Sole Legal Owner.** Seller is the sole legal fee owner of the Property and is not holding fee title as a nominee for any other person or entity.
- 12.8. **Litigation.** There is no litigation or threatened litigation which could now or in the future in any way constitute a lien, claim, or obligation of any kind on the Property, affect the use, ownership, or operation of the Property, or otherwise adversely affect the Property. For purposes of this clause, litigation includes lawsuits, actions, administrative proceedings, governmental investigations, and all other proceedings before any tribunal having jurisdiction over the Property.
- 12.9. **Abutting and Underlying Rights.** The Property will include all abutting rights in existing municipal improvements in any street bounding the Property; all right, title, and interest of Seller to the land underlying any street, road, avenue, or alley bordering on the Property, to the center line thereof (unless law prohibits private ownership of such underlying land); and all right, title, and interest of Seller in any award hereafter made for such underlying interest and estate, and in any unpaid award for damage to the Property, or right to such award, by reason of change of grade of any adjoining street or alleyway by public authority.
- 12.10. **No Conflict.** The execution of this Agreement and the carrying out of the transactions contemplated hereby will not conflict with or result in a breach of any agreement, contract, commitment, undertaking, order, judgment, or decree that is binding on Seller. Except as may have been specifically disclosed in writing by Seller to Purchaser prior to this Agreement, there is no litigation or other proceeding pending or threatened against Seller that could have an adverse effect on the ability of Seller to perform its obligations under this Agreement, or otherwise involving the Property.
- 12.11. **Hazardous Substances.** Except as may have been specifically disclosed in writing by Seller to Purchaser, to the best of Seller’s knowledge, the Property is not in violation of any law, ordinance, rule, or regulation relating to the environmental conditions on the Property. To the best of Seller’s knowledge, there is no hazardous waste or other substance, including but not limited to, those that would be a hazardous waste, material, or substance, toxic substance or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et. seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et. seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et. seq.*; the Clean Water Act, 42 U.S.C. Section 1251 *et. seq.*; the Washington Environmental Policy Act, RCW Ch. 43.21; the Washington Water Pollution Control Act, RCW Section 90.48.010 *et. seq.*; the Washington Hazardous Waste Management Act, Ch. 70.105

RCW; the Washington Model Toxics Control Act, Ch. 70.105D RCW; and the regulations promulgated thereunder or under any applicable local or state environmental ordinance, statute, law, or rule on the Property. Further, to the best of Seller's knowledge: (i) there has been no release, spill, leak, discharge, emission, or disposal of hazardous substances on the property, (ii) there are no substances or conditions, in or on the Property or any other parcels of land that may affect the Property or use of the Property, or which may support a claim or cause of action under any federal, state, or local environmental statute, regulation, ordinance, or other environmental regulatory requirements, and (iii) there is no asbestos, PCBs, or underground storage tank located on the Property or which have been removed therefrom.

- 12.12. **Disclosures.** Seller has disclosed to Purchaser all material facts concerning the Property and this Agreement, and any facts which are necessary to make those that have been disclosed not misleading, of which Seller is aware. The Review Materials are complete, accurate, true, and correct.
- 12.13. **Liens.** All persons and entities supplying labor, materials, and equipment to the Property have been paid, and there are no claims of liens, no potential claims of liens, and no service contracts applicable to the Property. All monetary liens created by or arising through Seller on or with respect to any portion of the Property have been paid, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable), and financing statements.
- 12.14. **Violations.** The Property does not violate any applicable laws, regulations, or ordinances.
13. **Covenants of Seller.** Seller covenants and agrees as follows:
- 13.1. From the date of this Agreement to the Closing Date, Seller will not grant, create, voluntarily allow the creating of, amend, extend, modify, or change any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option, or other right affecting the Property or any part thereof without Purchaser's written consent first having been obtained;
- 13.2. From the date of this Agreement to the Closing Date, Seller will notify Purchaser of each event of which Seller becomes aware affecting the Property or any part thereof promptly upon learning of the occurrence of such event;
- 13.3. Seller will not enter into any leases, trust deeds, mortgages, restrictions, encumbrances, liens, licenses, or other instruments or agreements affecting the Property without the prior written consent of Purchaser from and after the date of this Agreement;
- 13.4. From the date of this Agreement to the Closing Date, Seller will perform all of its monetary and non-monetary obligations, if any, under all indebtedness (whether for

borrowed money or otherwise) and the liens securing same pertaining to the Property or any portion thereof; and

- 13.5. Seller will maintain in force all policies of fire and other casualty and liability insurance maintained as of the date hereof with respect to the Property until the Closing Date.
- 13.6. In the event of a default by Seller in the performance of its obligations under this Section 13, Purchaser (without any obligation to do so) may, upon ten (10) days prior to written notice to Seller and Seller's failure to cure said default prior to the expiration of said ten (10) day period, cure such default and offset the cost of doing so against the Purchase Price payable at Closing.
14. **Purchaser's Representations.** Purchaser makes the following representations and warranties to Seller, and acknowledges that Seller is relying on such representations and warranties in entering into this Agreement.
 - 14.1 **Status and Authority.** Purchaser is a duly organized and validly existing school district under the laws of the State of Washington. The execution of this Agreement by the undersigned signatory and performance of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on the part of such entity.
 - 14.2 **No Conflict.** The execution of this Agreement and the carrying out of the transactions contemplated hereby will not conflict with or result in a breach of any agreement, contract, commitment, undertaking, order, judgment, or decree that is binding on Purchaser. Except as may have been specifically disclosed in writing by Purchaser to Seller prior to this Agreement, there is no litigation or other proceeding pending or threatened against Purchaser that could have an adverse effect on the ability of Purchaser to perform its obligations under this Agreement, or otherwise involving the Property.
 - 14.3 **Litigation.** There are no pending or, to the knowledge of Purchaser, threatened actions or proceedings against Purchaser that, if determined adversely to Purchaser, would materially adversely affect Purchaser's ability to perform its obligations under this Agreement or that would enjoin or prevent Closing.
15. **Risk of Loss; Casualty.** Pending close of this transaction, the risk of loss or damage to the Property by fire or other casualty, or its taking or damage by condemnation, will be on Seller. If any loss or damage occurs during such period, then Purchaser will have the option of (i) canceling and rescinding this Agreement and receiving a refund of all Earnest Money, or (ii) accepting the Property. If Purchaser chooses to accept the property and proceed with the purchase after such casualty, Seller will, prior to the Closing Date, assign to Purchaser, by an assignment agreement in form and substance satisfactory to Purchaser, its entire right, title, and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty. Purchaser will have the right at all times to participate in all negotiations and other deals with the insurance carrier providing such coverage and to

approve or disapprove any proposed settlement in respect to such matter. Seller will forthwith notify Purchaser in writing of any such casualty respecting the Property.

16. **Assumption of Liabilities.** Purchaser, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Seller, after the Closing Date, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership, or use of the Property prior to the Closing Date, with the exception of any liabilities arising from construction of the RORC that the parties have allocated through written contracts between them, and will indemnify, defend, and hold Purchaser harmless therefrom, including any and all liabilities for unpaid taxes arising prior to the Closing Date. This provision will survive Closing.
17. **Notices.** All approvals, notices, or other communications required or permitted hereunder will be in writing, and will be personally delivered or delivered overnight commercial carrier, sent by certified mail, postage prepaid, return receipt requested, delivered or sent by fax, or delivered and sent by email, and will be deemed effective upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person set forth below; (ii) if delivered by overnight commercial carrier, one (1) business day following the receipt of such communication by such carrier from the sender, as shown on the sender's delivery receipt from such a carrier; (iii) if mailed, on the date of delivery as shown by the sender's certification receipt; or (iv) if given by email, when sent. Any approval, notice, request, demand, direction, or other communication sent by email must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing in order to be deemed effective. Each such notice will be deemed given only if properly addressed or sent by email in accordance with the contact information set forth in Section 2.
18. **Default: Remedies.** If either party fails to perform its obligations when due under this Agreement, such party will be in default. If Purchaser is in default, Seller's exclusive remedy will be an action for specific performance. If Seller is in default, Purchaser may maintain an action for specific performance.
19. **Attorneys' Fees.** In any litigation or other proceeding arising out of this Agreement, declaratory or otherwise, the substantially prevailing party will be entitled to an award of its reasonable attorneys' fees, paralegals' fees, other professional or consultants' fees, and other costs incurred in connection therewith, and on any appeal thereof.
20. **General Provisions.**
 - 20.1. Time is of the essence for this Agreement.
 - 20.2. This Agreement is the entire agreement of the parties concerning its subject matter, and may not be modified except in writing signed by both parties. Any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect, with the exception of the Interlocal Agreement between the parties and agreements between the parties on shared-use and maintenance of the RORC.

- 20.3. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
- 20.4. If the date for any performance under this Agreement falls on a weekend or a holiday, the time for such performance will extend to the next business day.
- 20.5. Any Exhibits identified in the Agreement are incorporated into and made a part of this Agreement.
- 20.6. This Agreement may be signed in counterparts, and all of such counterparts when properly executed by the appropriate parties thereto together will serve as a fully executed document, binding upon the parties.
- 20.7. This Agreement will, in all respects, be governed by the laws of the State of Washington.
21. **Further Acts.** The parties will execute such further documents and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

EXECUTED as of the dates indicated below.

SELLER:

CITY OF RIDGEFIELD

Date

By: Steve Stuart, City Manager

PURCHASER:

RIDGEFIELD SCHOOL DISTRICT NO. 122

Date

By: Nathan McCann, Superintendent

Approved as to form:

Janean Parker, City Attorney
City of Ridgefield

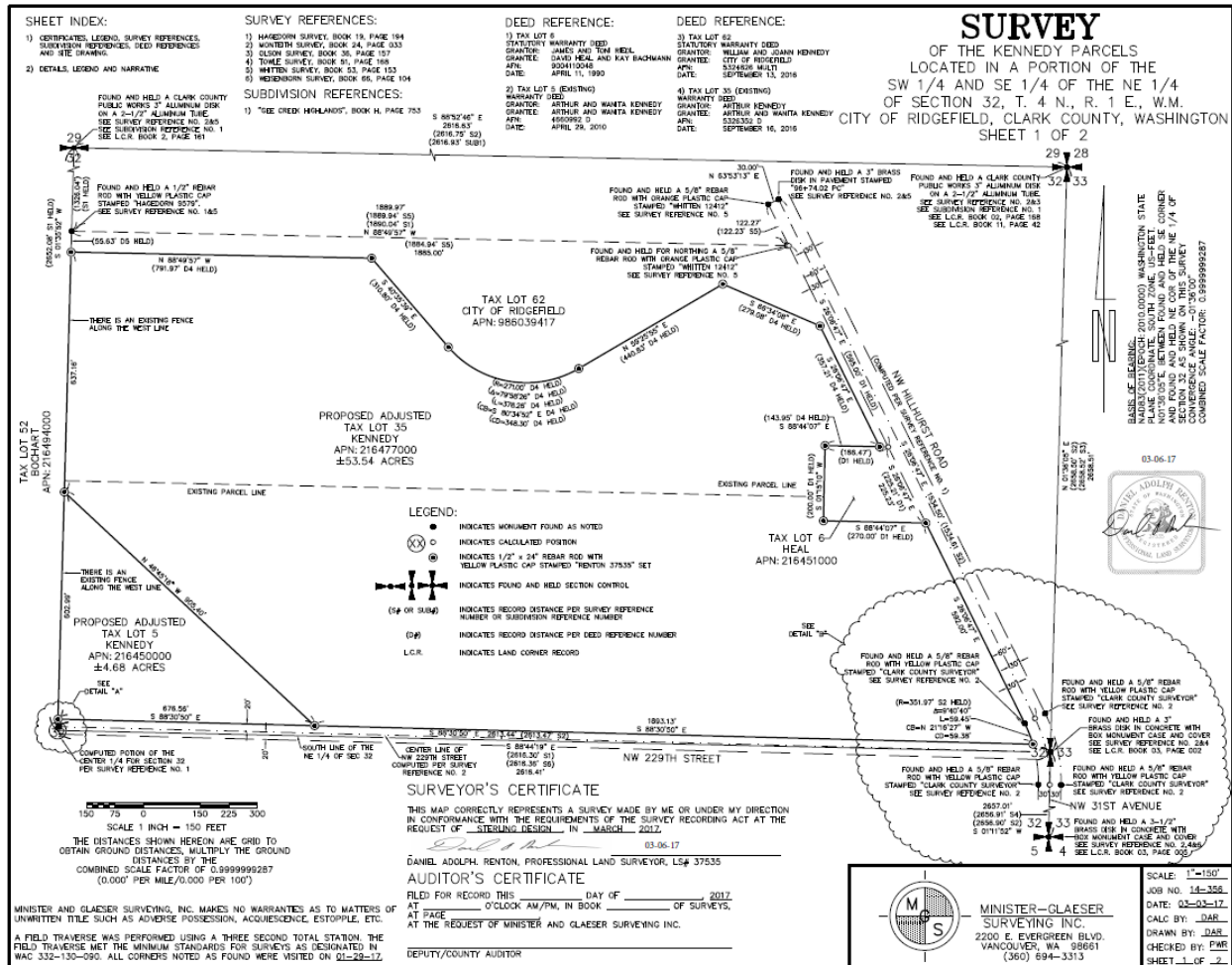
EXHIBIT A
TO REAL ESTATE PURCHASE AND SALE AGREEMENT
LEGAL DESCRIPTION

A parcel of land located in portion of the North Half of the South Half of the of the Northeast Quarter of Section 32, Township 4 North, Range 1 East, Willamette Meridian, City of Ridgefield, Clark County, Washington, described as follows;

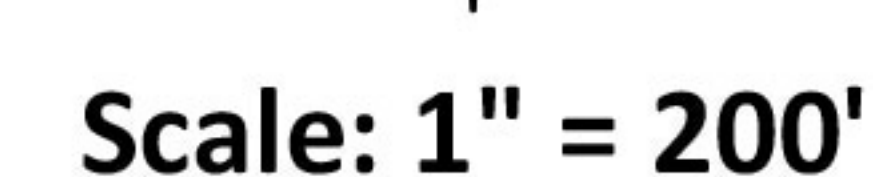
BEGINNING at the Northwest corner of said North Half; Thence South 88°49'57" East, along the North line of said North Half, for a distance of 1889.97 feet to the West Right of Way line of N.W. Hillhurst Road; Thence leaving said North line, South 26°06'47" East, along said West Right of Way line, for a distance of 595.00 feet to the Northeast corner of the "Heal" parcel as described and recorded under Clark County, Washington, Auditors File Number #9704040311; Thence leaving said West Right of Way line, North 88°44'07" West, along the North line of said "Heal" parcel, for a distance of 22.52 feet; Thence leaving said North line, North 26°06'47" West, parallel with said West Right of Way line, for a distance of 357.21 feet; Thence North 66°34'08" West, for a distance of 279.08 feet; Thence South 59°25'55" West, for a distance of 440.83 feet to the beginning of a 271.00-foot radius tangent curve to the right; Thence along the arc of a 271.00-foot radius tangent curve to the right, for an arc distance of 378.26 feet, through a central angle of 79°58'26", the radius of which bears North 30°34'05" West, the long chord of which bears North 80°34'52" West, for a chord distance of 348.30 feet; Thence North 40°35'39" West, for a distance of 310.80 feet; Thence North 88°49'57" West, parallel with the North line of said North Half, for a distance of 791.97 feet to the West line of said North Half; Thence North 01°35'52" East, along said West line, for a distance of 55.63 feet to the POINT OF BEGINNING.

Attachment: Purchase and Sale (RORC Purchase and Sale Agreement)

EXHIBIT B **TO REAL ESTATE PURCHASE AND SALE AGREEMENT** **PROPERTY DEPICTION**



Attachment: Purchase and Sale (RORC Purchase and Sale Agreement)



CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: March 22, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Ridgefield Outdoor Recreation Complex Lease Agreement

GOVERNING LEGISLATION: Revised Code of Washington (RCW) Chapter 39.34.080, Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN: Approval of interlocal agreement with Ridgefield School District on March 30, 2017

SUMMARY/BACKGROUND: The City has been working with the Ridgefield School District on the development of the Ridgefield Outdoor Recreation Complex, or RORC, in conjunction with the School District's 5-6 and 7-8 Schools Complex since 2015. The RORC and Schools will be located on 57.5 acres, 7.5 of which is owned by the City.

Pursuant to the 2017 Interlocal agreement this lease agreement will grant the City a 30-year lease of the portion of RORC that is on property owned by District. The lease may be extended by the District at the end of the lease period. The lease provides that the facility will be used by the City, District, and third parties as defined in the shared use agreement, and maintained as defined in the Maintenance agreement.

BUDGET/FINANCIAL IMPACTS: No rent payments are required as a part of this lease. In lieu of monthly rental payments, the City will make improvements to the property by the construction of RORC.

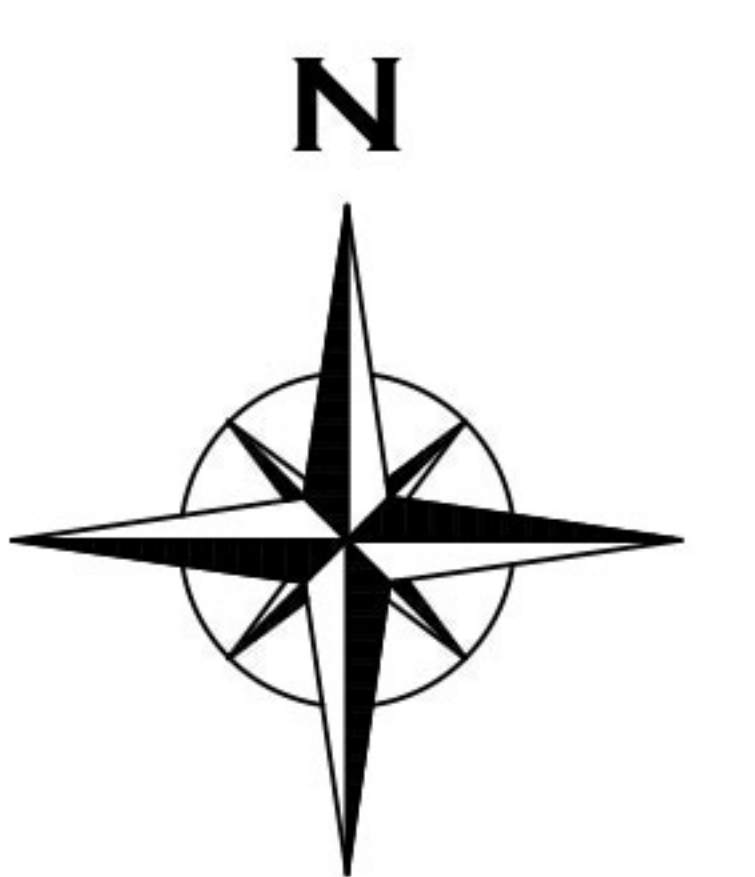
RECOMMENDED ACTION OR MOTION: Staff recommends approval of the lease agreement via the following motion:

"I move to authorize the City Manager to sign the lease agreement between the City of

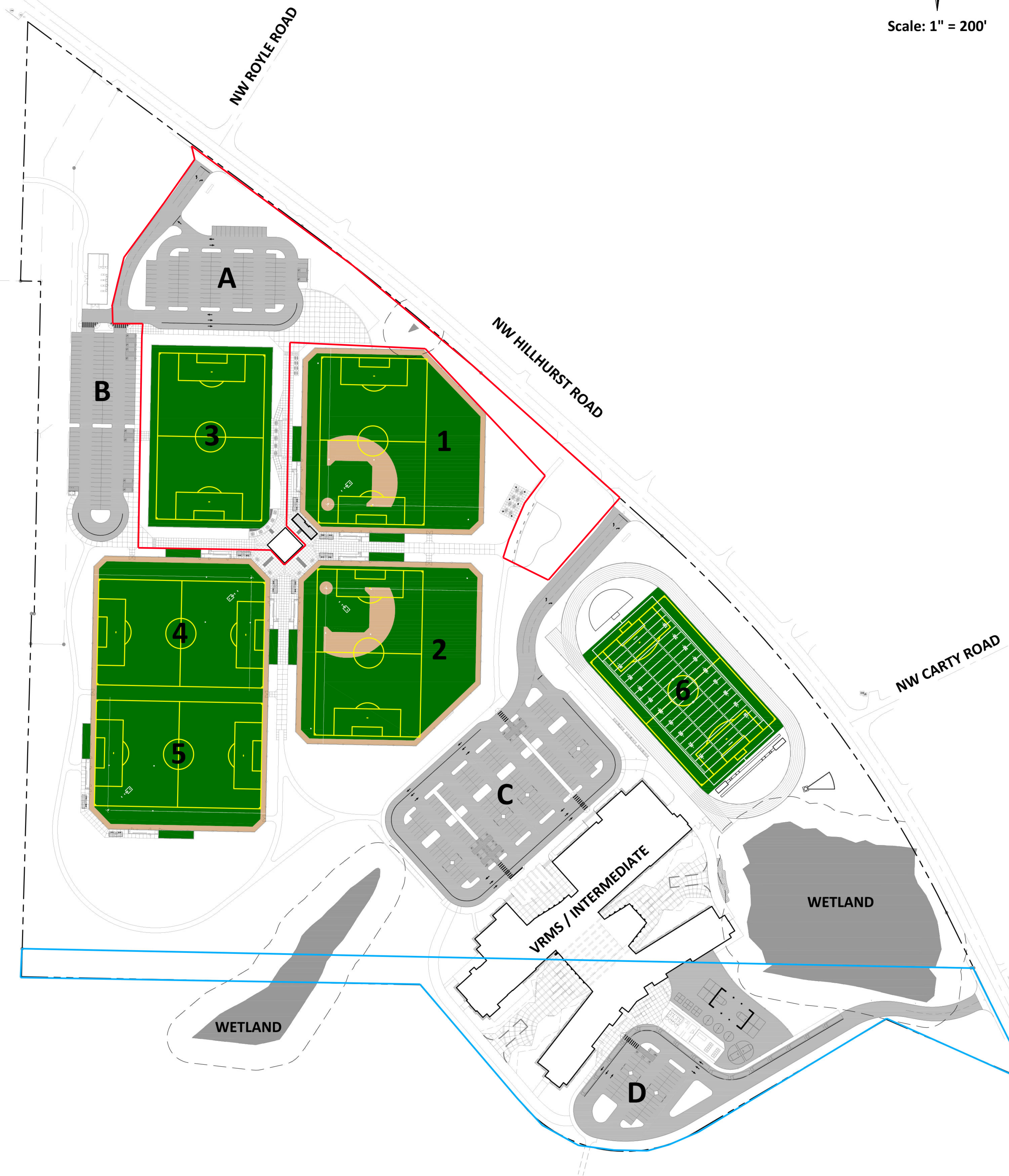
Ridgefield and Ridgefield School District for the Ridgefield Outdoor Recreation Complex, as presented.”

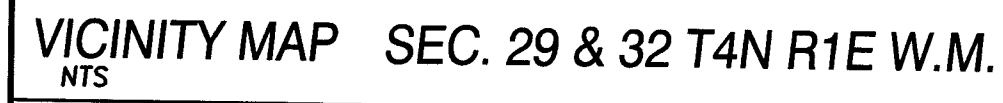
STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: RORC-Swap (PDF)
9609.p.prelim.short plat (PDF)
180320.RORC.lease (DOCX)



Scale: 1" = 200'





EXISTING SITE DATA:

PROPOSED SITE DATA:

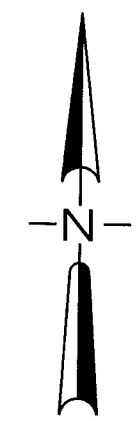
3-LOT SHORT PLAT

NONE PROPOSED
NONE PROPOSED
NONE PROPOSED
NONE PROPOSED
NONE PROPOSED
NONE PROPOSED
NONE PROPOSED
NONE PROPOSED
NONE PROPOSED
NONE PROPOSED

NONE KNOWN
NONE PROPOSED AT THIS TIME
NONE PROPOSED
AS SHOWN
NONE
NONE PROPOSED
NONE PROPOSED
NONE PROPOSED

SREET SETBACK: 20 FEET
SIDE LOT & REAR YARD: 20 FEET

THERE ARE NO MINIMUM OR MAXIMUM LOT SIZE, LOT WIDTH OR LOT DEPTH



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

CONTACT:
OLSON ENGINEERING, INC.
ATTN: STACY HICKMAN
222 E. EVERGREEN BLVD.
VANCOUVER, WA 98660
(360) 695-1385
FAX (360) 695-8117
stacyh@olsonengr.com

COPYRIGHT 2017, OLSON ENGINEERING, INC.

RIDGEFIELD SCHOOL DISTRICT
SHORT PLAT

JOB NO. 9609.01.01

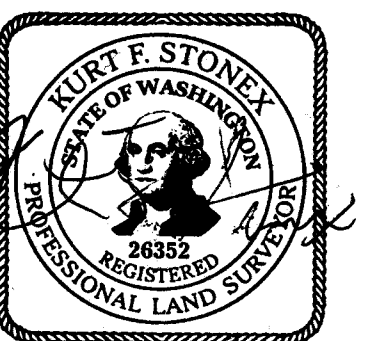
SHEET

SP1

PRELIMINARY SHORT PLAT FOR:

RIDGEFIELD SCHOOL DISTRICT

OLSON LAND SURVEYORS
ENGINEERS
222 E. EVERGREEN BLVD., VANCOUVER, BC V6Z 1K6
TEL: 604-271-0001 FAX: 604-271-0002
WWW.OLSONINC.COM



9/21/17

CHANGES / REVISIONS

DESCRIPTION:	DATE:
--------------	-------

DESIGNED: HR

DRAWN: HR/SH

CHECKED: KFS

DATE: SEPT 2017

SCALE: H: 1" = 100'

RIDGEFIELD SCHOOL DISTRICT
SHORT PLAT

JOB NO. 9609.01.01

SHEET

SP1

Attachment: 9609.p.prelim.short plat (RORC Lease Agreement)

DRAFT LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement") is made and entered into this _____ day of _____, 2018, by and between RIDGEFIELD SCHOOL DISTRICT NO. 122, a Washington quasi-municipal corporation (the "District"), and the CITY OF RIDGEFIELD, a Washington code city ("City").

RECITALS:

WHEREAS, the District and the City have entered an interlocal agreement ("Interlocal Agreement") pursuant to Chapter 39.34 RCW regarding design, construction, and joint operation of the Ridgefield Outdoor Recreation Complex ("RORC"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the District and the City have entered separate agreements regarding shared use ("Shared-Use Agreement") and maintenance ("Maintenance Agreement") of the RORC, respectively, copies of which are attached hereto as Exhibit B;

WHEREAS, pursuant to the Interlocal Agreement, the parties have exchanged parcels of real property located along South Hillhurst Road in the City of Ridgefield, Washington, and the situs of the RORC will be partially on real property currently owned by the City, known as Lot 2 of the RSD Short Plat, and partially on real property retained by the District, known as lot 3 of the RSD Short Plat;

WHEREAS, pursuant to Section 8 of the Interlocal Agreement, the District desires to lease to the City that portion of the District's real property underlying the RORC that will be jointly used for community recreation purposes (the "District Property");

WHEREAS, pursuant to Section 8.g of the Interlocal Agreement, the parties desire for the City to lease a portion of the District Property for a term of thirty (30) years; and

WHEREAS, Chapter 39.34 RCW and the Interlocal Agreement authorize the District to lease the District Property to the City.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, the parties agree as follows:

1. Premises. The District hereby leases to the City, and the City leases from the District, a portion of the District Property. For purposes of this Lease Agreement, the District Property is the improved real property commonly described as Lot 3 of the RSD Short Plat, located at 3101 S. Hillhurst Ridgefield, Washington, 98642. A legal description of the District Property is attached hereto as Exhibit C and incorporated herein by this reference.

- 1.1 The City will occupy that area of the District Property used for the RORC as depicted on the diagram attached hereto as Exhibit D and incorporated herein by this reference (the “Premises”).
2. Use. The purpose of this Lease Agreement is to allow the City to use the Premises as part of an outdoor recreation complex, the RORC, pursuant to the terms of the Interlocal Agreement, Shared-Use Agreement, and Maintenance Agreement (collectively, the “RORC Governing Agreements”) entered into between the parties and in compliance with uses allowed by applicable laws, regulations, and ordinances of the State of Washington, the City of Ridgefield, and Clark County. No other use of the Premises may be made without the prior written consent of the District. The parties acknowledge and agree that the District and community will use the Premises as described in the RORC Governing Agreements.
 - 2.1 Alcoholic Beverages. Consistent with Section 8.a of the Shared-Use Agreement, for City-sponsored events or for District-sponsored events, alcoholic beverages may be served on the Premises only if in accordance with the respective sponsoring jurisdiction’s adopted regulations and policies. For any jointly sponsored events, or for any other rental or use, service of alcoholic beverages is subject to policies agreed to by both parties. Any service of alcoholic beverages must comply with all federal, state, and local laws, regulations, and ordinances applicable to the Premises. In no event will the City allow alcohol to be possessed or consumed on District real property adjacent to the RORC, including the 5-8 Schools Complex.
3. Term. The term of this Lease Agreement will commence on the date the authorized representative of the last party signs the Agreement and continue for thirty (30) years unless renewed or terminated as provided herein.
 - 3.1 Renewal. The District and City may extend the term of this Lease Agreement for additional terms, upon mutual written agreement of the parties. The City will provide the District a written notice requesting such renewal on or before one-hundred and twenty (120) days prior to the otherwise-applicable termination date of the then-current term. Any additional term will be subject to all of the terms and conditions of this Lease Agreement, except for the rental rate, which will be negotiated by the parties.
4. Rent. In lieu of monthly rental payments, the City will make improvements to the Premises in order to construct the RORC and perform such other obligations as required by the RORC Governing Agreements.
5. Utilities and Service. The parties will provide for all utility services for the Premises, including, without limitation, electricity, water, sewer, storm sewers, telephones, Internet, and trash collection and pickup service, as described in Sections 2.11 and 4 of the Maintenance Agreement, which are incorporated herein by this reference. The parties will also provide for janitorial, landscaping, and grounds-

keeping services for the Premises as described in Sections 2.3-2.4 of the Maintenance Agreement, which are incorporated herein by this reference.

6. Condition of Premises. The City has examined and knows the condition of the Premises and accepts the Premises in their present condition. It is understood and agreed that the Premises is leased on an “as is” and “with all faults” basis without any obligation on the part of the District to make any changes, improvements, or to incur any expenses whatsoever for the maintenance or repair of the Premises during the term of this Lease Agreement, other than as described in the RORC Governing Agreements. The District makes no warranties as to the condition of the Premises or its suitability for the City’s purposes.
7. Maintenance. Maintenance of the Premises will be carried out as provided in the Maintenance Agreement.
8. Alterations.
 - 8.1 The City may not make any alterations or improvements to or upon the Premises, or install any fixtures (other than trade fixtures that can be removed without injury to the Premises), other than as agreed between the parties as described in the RORC Governing Agreements without first obtaining the written consent of the District.
 - 8.2 The City will promptly remove, if the District so elects and notifies the City in writing thirty (30) days prior to termination of this Lease Agreement, any alterations, additions, and improvements and any other property placed in or upon the Premises by the City that the District wants removed, other than those improvements required by the Interlocal Agreement (i.e., construction of the RORC) or by other written agreement of the parties. The City will repair any damage caused by such removal at its expense.
 - 8.3 During the term of this Lease Agreement, the District will receive the approval of the City prior to making any alterations to the Premises, which approval will not be unreasonably withheld. Emergency repairs or other regular maintenance set forth in the RORC Governing Agreements do not require prior approval.
9. Assignment or Subletting. The City will not assign this Lease Agreement or sublet any portion of the Premises without prior written consent of the District, except for facility-use agreements as authorized in the RORC Governing Agreements. Any such assignment or subletting without consent will be void, and the District may, upon notice of such assignment or subletting, terminate this Lease Agreement at its option.
10. Compliance with Laws and Regulations. In possessing and using the Premises, the City will comply will all applicable laws, regulations, and ordinances from any and all authorities having jurisdiction, and will promptly comply with all governmental orders and directives for the correction, prevention, and abatement

of nuisance in, upon, or connected with the use of the Premises. Costs of compliance with such governmental orders and directives will be shared by the parties as described in Section 4 of the Maintenance Agreement, which is incorporated herein by this reference.

11. Leasehold Excise Tax. In the event that the City does not qualify as a tax-exempt entity for purposes of Chapter 82.29A RCW, the City agrees to pay any leasehold excise tax due pursuant to state law. The City will remit such tax payments to the Washington State Department of Revenue as required by law.
12. Encumbrances. The City will not allow encumbrances to be placed against the Premises and will hold the District harmless from any material, labor, or other lien placed on said Premises as a result of the City's use thereof.
13. Waste and Quiet Enjoyment. The City will not commit or suffer any waste upon the Premises, or disturb the quiet enjoyment of any other occupants of the District Property by making or suffering any nuisance, undue noise, or otherwise, and will not do or permit to be done in or about the Premises anything that is unlawful or dangerous.
14. Hazardous Materials. The City will not use, store, or dispose of any Hazardous Substances upon the Premises, except as customarily used in the City's business and such use and storage complies with all environmental laws. "Hazardous Substances" means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the Premises.
15. District's Right of Entry and Inspection. In addition to those District uses of the Premises described in the RORC Governing Agreements, the City will permit the District or the District's agents to enter upon the Premises at reasonable times and upon reasonable notice for the purposes of inspecting the Premises.
16. Default and Dispute Resolution.
 - 16.1 If a party fails in any duty required by this Lease Agreement, the other party will give the defaulting party written notice of the specific deficiency and provide a thirty (30) day opportunity for the defaulting party to cure such deficiency to the reasonable satisfaction of the other party. However, if such deficiency cannot be reasonably remedied within the thirty (30) day period, this requirement will be satisfied if the defaulting party begins correction of the failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable, but in no event more than ninety (90) days after the written notice.
 - 16.2 Mediation Required. Any claim, dispute, or other matter in question arising out of or related to this Agreement will be subject to mediation as a condition precedent to binding dispute resolution, unless provided

otherwise herein. The parties will cooperate in good faith and attempt to resolve any dispute that arises prior to mediation.

16.2.1 The parties will endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its rules in effect on the date of this Agreement.

16.2.2 A request for mediation will be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of thirty (30) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

16.2.3 The parties will share the mediator's fee and any filing fees equally. The mediation will be held within the City of Ridgefield, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.

16.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 16.2, the parties may pursue any lawful method of binding dispute resolution, including, but not limited to, litigation in the Superior Court for the State of Washington in and for Clark County.

16.3 If a default occurs as provided in Section 16.1 and is not cured within the period of time specified therein or resolved pursuant to Section 16.2, the non-defaulting party may exercise any and all remedies herein provided or otherwise provided by law, including specific performance of this Agreement.

16.4 Without limiting any other rights or remedies hereunder, the District may terminate this Lease Agreement only upon material default and after mediation as set forth in Section 16.2, upon fifteen (15) days' written notice to the City, and may enter into and take possession of the Premises by any and all lawful means. Termination of this Lease Agreement pursuant to Sections 16.1-16.2 will not relieve either party of its obligations under the RORC Governing Agreements.

17. Possession. If the District is unable to deliver possession of the Premises at the time of the commencement of the term of this Lease Agreement, the District will not be liable for any loss or damage caused thereby, nor will this Lease Agreement

thereby become void or voidable, nor will the term herein specified be in any way extended. If the City accepts possession prior to the time of the commencement of the term of this Lease Agreement, both parties agree to be bound by all the provisions and obligation of this Lease Agreement during the prior period.

18. Recapture of Surplus Property.

18.1 The City recognizes that the District is bound by provisions of RCW 28A.335.040 regarding the use of surplus school property of the District should such property be needed for school purposes in the future.

18.2 In the event that the District's Board of Directors determines that the Premises becomes needed for school purposes during the term of this Lease Agreement and that recapture is necessary, this Lease Agreement will terminate upon one-hundred and twenty (120) days' notice to the City of the Board's determination.

18.3 Upon recapture during the term of this Lease Agreement, if the City has completed all or a portion of the improvements required by the RORC Governing Agreements, the District will reimburse the City for the value of the RORC improvements constructed by the City at the time of recapture. Such value will be calculated as follows: dividing the total cost of construction (including materials and labor) of the improvements ("Total Cost") by 30 to determine the annual rate of depreciation ("Annual Depreciation Rate"), then multiplying such Annual Depreciation Rate by the number of calendar years that have elapsed since the Lease Agreement was effective ("Total Depreciation"), then subtracting the Total Depreciation from the Total Cost. For example, if the Total Cost was \$15 million and 10 years had elapsed at time of recapture, the District would pay to the City \$10 million, calculated as \$15 million – (((\$15 million / 30) x 10).

18.4 If the District recaptures the Premises after expiration of the term of this Lease Agreement, the District will owe nothing to the City and the Lease Agreement will terminate.

19. Hold Harmless and Indemnification. The parties will be bound by the hold harmless and indemnification provisions in Section 10 of the Shared-Use Agreement, which is incorporated herein by this reference.

20. Insurance. Throughout the term of this Lease Agreement, the City will maintain, at its expense, that liability insurance on the Premises required by Section 9 of the Shared-Use Agreement, which is incorporated herein by this reference. The City will have the sole responsibility for and will pay for any insurance maintained by it on its personal property kept at the Premises.

21. Catastrophic Loss. The parties will share the costs of repairing or replacing the Premises due to those conditions and on those terms described in Section 4.6 of the Maintenance Agreement, which is incorporated herein by this reference.

22. Condemnation. In the event the Premises or a portion thereof is appropriated under the laws of eminent domain by any third party so as to render it unsuitable for the purposes stated herein, this Lease Agreement will terminate and the City's liability for any unconstructed improvements required by the RORC Governing Agreements will cease as of the date the City vacates the Premises. Notwithstanding the foregoing, if only a portion of the Premises is so taken and the remaining portion is suitable for the City's use, the City and the District may agree that the Lease Agreement will terminate.
- 22.1 All damages awarded in any eminent domain proceedings will go to the District, with the exception that the City will receive that portion of any damages equivalent to the diminution in the depreciated value of any affected improvements caused by the condemnation. The depreciated value of the improvements prior to condemnation ("Pre-Condemnation Value") will be calculated by dividing the Total Cost of the improvements by 30 to determine the Annual Depreciation Rate, then multiplying the Annual Depreciation Rate by the number of calendar years that have elapsed since the Lease Agreement was effective to reach the Total Depreciation, then subtracting the Total Depreciation from the Total Cost. The depreciated value after condemnation ("Post-Condemnation Value") will be calculated by reducing the Pre-Condemnation Value by the percentage of the improvements damaged or destroyed. The amount of damages that the City will receive will equal the difference between the Pre-Condemnation Value and the Post-Condemnation Value, provided that in no event will the damages exceed the amount of total damages awarded. For example, if an improvement had a Pre-Condemnation Value of \$200,000, and it was 25 percent damaged by the taking, the Post-Condemnation Value would be \$150,000, and the City would receive up to \$50,000.
23. Surrender of Premises: Except as expressly provided herein, this Lease Agreement will not continue beyond its term. Upon expiration or sooner termination of the Lease Agreement, the City will forthwith return the Premises in good condition. On or before the date of termination, the City will remove all furniture, equipment, supplies, and other materials owned and controlled by the City, consistent with the RORC Governing Agreements. Upon termination, the District may immediately enter the Premises and take possession of any property of the City remaining on or about the Premises.
24. Holding Over: Any holding over after the expiration of this Lease Agreement, with the consent of District, will be construed as a month-to-month tenancy otherwise in accordance with the terms hereof, as applicable. Monthly rent for any period holding over will be the fair market value of the Premises, as determined mutual agreement of the parties or by a certified appraiser mutually chosen by the parties. Such rent will be due no later than the first day of each month.

25. Attorney Fees and Costs. If any legal proceeding is brought for the enforcement of this Lease Agreement, because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Lease Agreement, or due to reentering or regaining possession of the Premises, the prevailing party will be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney fees and other costs incurred in that action or proceeding.
26. ADA and WLAD. Within ten (10) days after receipt by the City, the City will advise the District in writing, and provide the District with copies, of the following relating to any portion of the Premises: (a) any notices alleging violation of the federal Americans with Disabilities Act of 1990 (ADA) and/or Washington Law Against Discrimination, Chapter 49.60 RCW (WLAD); (b) any claims made or threatened in writing regarding noncompliance with the ADA and/or WLAD; and/or (c) any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and/or WLAD.
27. General Provisions.
- 27.1 Notices. All official notices required under this Lease Agreement will be given in writing and will be effective upon the earlier of personal delivery or three (3) days after being mailed by certified mail, return receipt requested, addressed to the party at its address stated below. Either party may specify a different address for notice purposes by written notice to the other consistent with this Section 27.1.
- | | |
|---|--|
| <p>Ridgefield School District</p> <p>Attn: Superintendent</p> <p>2724 South Hillhurst Road</p> <p>Ridgefield, Washington 98642</p> <p>Phone: 360-619-1301</p> | <p>City of Ridgefield</p> <p>Attn: City Manager</p> <p>230 Pioneer Street</p> <p>Ridgefield, Washington 98642</p> <p>Phone: 360-887-3557</p> |
|---|--|
- 27.2 Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Lease Agreement, provided that the parties will remain bound by the terms of the RORC Governing Agreements. No other understandings, oral or otherwise, regarding the subject matter of this Lease Agreement will be deemed to exist or to bind any of the parties hereto.
- 27.3 Modification. The parties may modify this Lease Agreement only by a subsequent written agreement executed by the authorized representatives of the parties.

- 27.4 Survival. The District and the City expressly intend and agree that the terms of Sections 23-26 of this Lease Agreement will survive the termination of this Lease Agreement for any reason.
- 27.5 Successors and Assigns. The terms, conditions, and covenants contained in this Lease Agreement will apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of District under this Lease Agreement, including, but not limited to, any notices required or permitted to be delivered by the District to the City hereunder, may, at the District's option, be exercised or performed by District's agent or attorney.
- 27.6 Severability. If any provision of this Lease Agreement will be held wholly or partially invalid or unenforceable under applicable law, such invalidity will not affect the other provisions of this Lease Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Lease Agreement. To this end, the provisions of this Lease Agreement are declared to be severable.
- 27.7 No Waiver. A failure by either party to exercise its rights under this Lease Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Lease Agreement unless stated as such in a writing signed by an authorized representative of the party and attached to this Lease Agreement.
- 27.8 Governing Law and Venue. This Lease Agreement will be governed, construed, and enforced in accordance with the laws of the State of Washington, and venue of any suit between the parties arising out of this Lease Agreement will be in the Superior Court of Clark County, Washington.
- 27.9 Headings. Headings in this Lease Agreement are included only for convenience and will not control or affect the meaning or construction of this Lease Agreement.
- 27.10 Execution and Posting. This Lease Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. The parties additionally acknowledge and agree that this Lease Agreement may be executed and delivered by facsimile or email.

IN WITNESS WHEREOF the District and the City have executed this Lease Agreement as of the date first above written.

Draft Lease Agreement
Revised by PH 3/20/2018

LESSOR:

Ridgefield School District No. 122

LESSEE:

City of Ridgefield

Nathan McCann
Superintendent
Secretary of the Board of Directors

Steve Stuart
City Manager

Approved as to form:

Janean Parker, City Attorney
City of Ridgefield

Attachment: 180320.RORC.lease (RORC Lease Agreement)

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)

) ss

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Nathan McCann 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 Secretary of the Board of Directors of Ridgefield School District No. 122, a quasi-municipal corporation within Clark County, Washington, to be a free and voluntary act of said School District for uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2018.

Signature: _____

Print Name: _____

Notary Public in and for the State of Washington

My appointment expires: _____

STATE OF WASHINGTON)

) ss

COUNTY OF COWLITZ)

I certify that I know or have satisfactory evidence that Steve Stuart 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 city manager of the City of Ridgefield, a Washington code city, to be a free and voluntary act of said City for uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2018.

Signature: _____

Print Name: _____

Notary Public in and for the State of Washington

My appointment expires: _____

Attachment: 180320.RORC.lease (RORC Lease Agreement)

Exhibit A
INTERLOCAL AGREEMENT

Attachment: 180320.RORC.lease (RORC Lease Agreement)

Draft Lease Agreement
Revised by PH 3/20/2018

Exhibit B
SHARED-USE AND MAINTENANCE AGREEMENTS

Attachment: 180320.RORC.lease (RORC Lease Agreement)

Exhibit C

LEGAL DESCRIPTION OF DISTRICT PROPERTY

Attachment: 180320.RORC.lease (RORC Lease Agreement)

Draft Lease Agreement
Revised by PH 3/20/2018

Exhibit D
RORC SITE PLAN
(depicting portion of District real property to be leased to City)

Attachment: 180320.RORC.lease (RORC Lease Agreement)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 22, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Ridgefield Outdoor Recreation Complex Reimbursement Agreement

GOVERNING LEGISLATION: Revised Code of Washington (RCW) Chapter 39.34.080, Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN: Approval of interlocal agreement with Ridgefield School District on March 30, 2017

SUMMARY/BACKGROUND: The City has been working with the Ridgefield School District on the development of the Ridgefield Outdoor Recreation Complex, or RORC, in conjunction with the School District's 5-6 and 7-8 Schools Complex since 2015. The RORC and Schools will be located on 57.5 acres, 7.5 of which is owned by the City.

This agreement will allow the City to reimburse the School District for a portion of the survey and permitting fees to subdivide the School District Parcel to allow for the property exchange agreed to in the 2017 Interlocal Agreement.

BUDGET/FINANCIAL IMPACTS: This agreement commits the City to contribute half of the costs of the Short Plat up to a capped amount of \$10,000. The total estimated Short Plat cost is \$17,700.

RECOMMENDED ACTION OR MOTION: Staff recommends approval of the reimbursement agreement via the following motion:

"I move to authorize the City Manager to execute an interlocal agreement between the City of Ridgefield and Ridgefield School District for the Reimbursement of costs for RSD

Short Plat, as presented.”

STAFF CONTACT:

Bryan Kast, Public Works Director

ATTACHMENTS:

Reimbursement Agreement for Subdivision (DOCX)
RSD Short Plat (PDF)

Reimbursement Agreement

Between the City of Ridgefield and the Ridgefield School District

This Reimbursement Agreement is made this _____ day of _____, 2018 by and between the City of Ridgefield ("City"), a Washington code city, and the Ridgefield School District No. 122 ("District"), a Washington quasi-municipal corporation, parties to the Interlocal Agreement ("Agreement") regarding the Ridgefield Outdoor Recreation Complex

1. This agreement is made pursuant to Paragraph 11 of the Interlocal Agreement between the Parties concerning the Ridgefield Outdoor Recreation Complex.
2. The parties acknowledge that the District has hired a consultant, Olson Engineering, to oversee the process of subdividing the District's real property for purposes of exchanging real property with the City under this Agreement. That consultant is expected to charge fees of approximately \$17,700.
3. The City agrees to pay one-half the fees actually incurred by the District in hiring said consultant, not to exceed \$10,000. The City will make such payment within thirty (30) days of receipt of an invoice from the District showing the amount of the fees.

IN WITNESS WHEREOF, the parties have subscribed their names on the dates below.

CITY OF RIDGEFIELD

RIDGEFIELD SCHOOL DISTRICT

Steve Stuart
City Manager

Nathan McCann
Superintendent

Date: _____

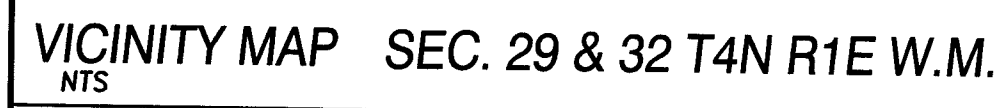
Date: _____

Approved as to form:

Approved as to form:

Janean Parker, City Attorney
Law Office of Janean Parker for
City of Ridgefield

Parker Howell, Attorney for District
Porter Foster Rorick for
Ridgefield School District No. 122



EXISTING SITE DATA:

PRESENT USE:	VACANT AND UNUSED
EXISTING ZONING:	PF
GROSS SITE AREA:	PARCEL 215808-000 IS 49.84 ACRES (2,171,030 SF)

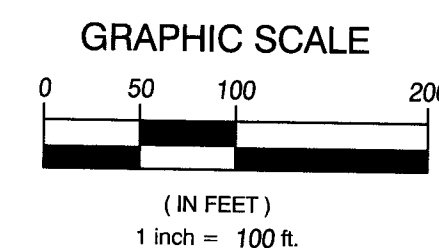
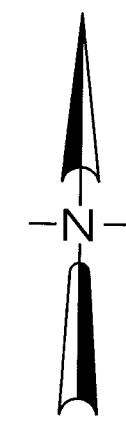
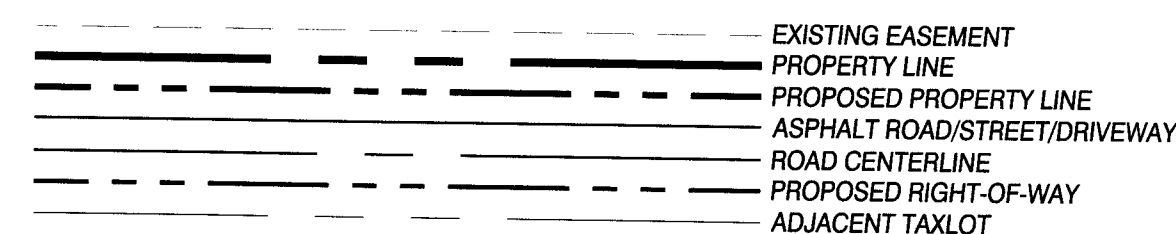
PF DIMENSIONAL STANDARDS:

SREET SETBACK: 20 FEET
SIDE LOT & REAR YARD: 20 FEET

PF LOT REQUIREMENTS:

THERE ARE NO MINIMUM OR MAXIMUM LOT SIZE, LOT WIDTH OR LOT DEPTH

LEGEND



PLOT: consultant3.ctb
FILE: j:/data/9000/9600/9600/9609/Planning/9609.p.prelim.sp.dwg

APPLICANT/OWNER:
RIDGEFIELD SCHOOL DISTRICT #122
2724 S. HILLHURST ROAD
RIDGEFIELD, WA 98642
PH. 360-619-1301
FAX UNAVAILABLE
nathan.mccann@ridgefieldsd.org

CONTACT:
OLSON ENGINEERING, INC.
ATTN: STACY HICKMAN
222 E. EVERGREEN BLVD.
VANCOUVER, WA 98660
(360) 695-1385
FAX (360) 695-8117
stacyh@olsonengr.com

PRELIMINARY SHORT PLAY FOR:

RIDGEFIELD SCHOOL DISTRICT

OLSON LAND SURVEYORS
ENGINEERS
222 E. EVERGREEN BLVD. VANDERBILT, IN.



9/21/15

CHANGES / REVISIONS

[illegible]

DESIGNED: HR

DRAWN: HR/SH

CHECKED: KFS

DATE: SEPT 201

SCALE: H:

V.

Copyright 2017, OLSON ENGINEERING, INC.

HEDGEFIELD SCHOOL DISTRICT
SHORT PLAT

JOB NO. 9609.01.01

SHEET

SP1

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: March 22, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Ridgefield Outdoor Recreation Complex Shared Use Agreement

GOVERNING LEGISLATION: Revised Code of Washington (RCW) Chapter 39.34.080, Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN: Approval of interlocal agreement with Ridgefield School District on March 30, 2017

SUMMARY/BACKGROUND: The City has been working with the Ridgefield School District on the development of the Ridgefield Outdoor Recreation Complex, or RORC, in conjunction with the School District's 5-6 and 7-8 Schools Complex since 2015. The RORC and Schools will be located on 57.5 acres, 7.5 of which is owned by the City.

Pursuant to the 2017 Interlocal agreement this shared use agreement will govern the use of the Facility by the School District, City and other parties for the next 30 years. The School District will take the lead on scheduling the use of the fields and other amenities of RORC. Once a year in July the City and District will meet to begin the scheduling process for the coming year. City and District events will have scheduling priority, followed by Ridgefield youth teams, Ridgefield adult teams, youth teams outside the Ridgefield area, non-profit groups, and commercial enterprises.

The agreement also defines the process for setting fees for use of the RORC facilities and defines advertising priority and guidelines. Proposed rates for use of the facilities are attached, and are comparable to other local facilities including Luke Jenson sports complex.

BUDGET/FINANCIAL IMPACTS: Revenue generated through rental use and advertisement of the Facility will be put towards the ongoing maintenance and operation of the facility. Based on the analysis completed by Ballard King the facility will generate approximately \$400,000

per year and offset approximately 70-percent of the operating expenses.

RECOMMENDED ACTION OR MOTION: Staff recommends approval of the reimbursement agreement via the following motion:

“I move to authorize the City Manager to execute an interlocal agreement between the City of Ridgefield and Ridgefield School District for the Shared Use of the Ridgefield Outdoor Recreation Complex, as presented.”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: 180305.shared-use (DOCX)
RORC Rates (XLSX)
RORC-Site (PDF)

**SHARED-USE AGREEMENT BETWEEN
RIDGEFIELD SCHOOL DISTRICT NO. 122 AND
THE CITY OF RIDGEFIELD REGARDING
THE RIDGEFIELD OUTDOOR RECREATION COMPLEX**

THIS SHARED USE AGREEMENT ("Agreement") is made by and between the City of Ridgefield ("City"), a Washington code city, and the Ridgefield School District No. 122 ("District"), a Washington quasi-municipal corporation, under Chapter 39.34 RCW relating to the ongoing shared use of the Ridgefield Outdoor Recreation Complex ("RORC") for recreational activities.

RECITALS:

WHEREAS, the City and District have collaborated on the construction and development of the RORC adjacent to the 5-8 Schools Complex; and

WHEREAS, the RORC is located partially on property owned by the City and partially on property owned by the District; and

WHEREAS, the City and the District have entered into an interlocal agreement ("Interlocal Agreement") governing the exchange of real property and other matters, including design, financing, construction, and shared use of the RORC; and

WHEREAS, the Interlocal Agreement provides that the parties will enter into a shared-use agreement setting forth the rights and responsibilities of the City and District in the use of the RORC; and

WHEREAS, the Parties wish to enter into a shared-use agreement to govern the long-term use of the RORC by the District, City, sports and other community groups, and members of the public;

NOW, THEREFORE, pursuant to the Interlocal Agreement and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **TERM:** The term of this Agreement will commence on the date the authorized representative of the last party signs the Agreement and will continue for thirty (30) years from that date unless renewed or terminated as provided herein. The Agreement may be renewed for additional terms by written request of either party upon the mutual agreement of shared-use priorities and cost allocations of the RORC for the renewal period.
2. **PERIODIC REVIEW:** The parties acknowledge that actual shared use and related costs of the RORC may change over time. Therefore, the parties agree that they will collaboratively review the shared-use priorities and cost allocations of the RORC contained in this Agreement at least once every five (5) years, calculated starting on the effective date of this Agreement. At minimum, the review will consist of a meeting between the Superintendent of the District or his/her designee and the City Manager of the City or his/her designee. If the parties determine that the shared-use priorities and cost allocations do not reflect a fair and equitable allocation of costs respective to each party's use, the parties will negotiate in good faith to revise the shared-use priorities and cost allocations to reflect such fair and equitable allocation based on use.

3. FACILITY SCHEDULING:

- a. The District will assign an employee to supervise and manage scheduling of the RORC ("Scheduler"). The Scheduler will be responsible for maintaining a master schedule of RORC reservations. All requests to reserve the fields, concessions area, community rooms, or other components of the RORC that may be reserved for use ("Components") will be routed to and coordinated by the Scheduler. The Scheduler will maintain all records regarding the scheduled use of the Components and will provide a report to the parties of the scheduled uses by season, type of use, type of user, and such other information as the parties may request; such report will be submitted annually on or before March 31 of each year. Upon mutual written agreement of the City and District, Components may from time to time be added or deleted as they are available for use.
- b. Representatives of the City and the District will meet at least annually on or before July 1 of each calendar year to evaluate the status and condition of the RORC and establish the upcoming calendar year's schedule for use of the RORC (e.g., the parties will meet by July 1, 2020, to establish the schedule for calendar year 2021). At least five (5) business days prior to such meeting, each party will submit to the other a list of its desired reservations for the upcoming calendar year. Reservations requested by third parties will not be scheduled until the City and the District have scheduled their City- or District-sponsored events for the upcoming year during said meeting, unless the parties agree otherwise in writing.
- c. Reservation of Components will occur in accordance with the policies and priorities set forth in this Agreement. If at the meeting described in Section 3.b both the City and the District have requested to reserve a Component for a City- or District-sponsored event at the same date and time, the parties will work in good faith to resolve the conflict. In the event one or more scheduling conflicts is not resolved, the parties will schedule use of the RORC as follows: starting with the earliest disputed timeslot (i.e., that closest to January 1), the parties will alternate which party receives the reservation for that timeslot (e.g., if the City receives the first timeslot, the District will receive the second, the City will receive the third, etc.). In calendar years ending in even numbers (e.g., 2020), the City will receive the first disputed timeslot. In calendar years ending in odd numbers (e.g., 2021), the District will receive the first disputed timeslot.
- d. In the event of a scheduling conflict between the parties regarding use of the RORC arising after the schedule for the calendar year is established following the meeting described in Section 3.b, the parties will work in good faith to resolve the conflict. In the event the conflict is not resolved, the parties agree to the following dispute resolution process: each party will nominate one representative, and the representatives will jointly agree on the appointment of a third person, who will not be a public official or employee of either party. The two representatives and third person will decide the outcome for each disputed timeslot, with a 2/3 majority vote required to determine each such timeslot.
- e. When either the District or the City desires to reserve one or more Components, a representative of that party will contact the Scheduler, who will schedule the reservation if the desired date and time are available. If the desired timeslot is not

available, the Scheduler will, upon request, provide information on other dates and times that the requested Components are available.

- f. Third parties desiring to reserve Components will submit such request to the Scheduler in writing at least ten (10) days prior to the date for which the Components will be used. The Scheduler will ensure that third parties desiring to use the RORC have completed all required forms, including proof of liability insurance and an agreement to indemnify the District and the City, as required herein. An application is required whenever a facility is to be used for athletic or group events.
- g. In the event that the City and District agree to a multi-year lease or use agreement with a third-party user, and one of the parties has entered into a written agreement with said third-party user, the parties agree that such use will be a Category 1 use as described in Section 5.b., and be treated as a City-sponsored event.
- h. Reservation requests from non-City and non-District groups, except as provided in Section 3.g., above, will be accepted on an ongoing basis, with priority given in accordance with the priority-use policy described in Section 5 and on a first-come, first-served basis.

4. SHARED-USE POLICY GUIDELINES: The City and District hereby adopt the following policies to govern administration and use of the RORC. The parties will:

- a. Levy reasonable fees on fields or other Components reserved by organized sports groups, teams, and/or other users in accordance with the rates and fees established, and from time to time amended, by mutual written agreement of the City and District.
- b. Allow public drop-in use at no charge when fields or other designated Components are not otherwise reserved;
- c. Consider a group's ability to pay in establishing fees;
- d. Give scheduling priority to sports games over practices;
- e. Give scheduling priority to youth and local Ridgefield programs and activities as provided herein;
- f. Provide rental rate discounts to groups that make significant contributions to the RORC facilities, as determined by the City and the District;
- g. Provide the citizens of Ridgefield access to public recreation facilities; and
- h. Keep open and available for public use seven (7) days a week between sunrise and sunset the RORC facilities, when not otherwise scheduled or closed for maintenance, inclement weather, or emergencies.

5. FACILITY-USE PRIORITY:

- a. The District will have priority use of Fields 2 and 6 during its regularly established school day.
- b. The City will have priority use of Field 3 during regular hours that the RORC is open to the public.
- c. At all other times and subject to the schedule developed by the City and District pursuant to Section 3, any use by the City, District, or third parties will be governed by the following use priorities, with Category 1 users having the highest priority.
 - i. **Category 1:** City- or District-sponsored activities (including those activities sponsored by the District's Community Education Department), subject to the exception for Ridgefield baseball teams discussed in the description of Category 2, below.
 - ii. **Category 2:** Youth teams or groups, of which a majority of youth participants reside within the District. Within Categories 1 and 2, Ridgefield baseball teams, including District teams and little league teams, will have priority use of Field 1 during the baseball season over other youth sports activities or City- or District-sponsored activities, unless the parties otherwise agree in writing.
 - iii. **Category 3:** Adult athletic or other teams or groups, of which a majority of adult participants reside within the District (e.g., adult softball league, local Elks or Eagles lodges, etc.).
 - iv. **Category 4:** Youth teams or groups, of which a majority of youth participants do not reside within the District (e.g., Oregon-based youth sports teams).
 - v. **Category 5:** Nonprofit groups, including non-athletic adult groups, regardless of where the members reside (e.g., Red Cross).
 - vi. **Category 6:** Commercial enterprises.
- d. In the event of a conflict between requests to reserve Components by users of the same category, the timeslot will be reserved for that person or entity whose written reservation request was first received by the Scheduler. In the event that two requests are received at the same time and date, the reservation will be made for the person or entity selected by the District, in its sole discretion.

6. FEES AND ADVERTISING.

- a. The parties will levy fees for use of Components as established in Section 4.a. Fees may be waived by agreement of the parties pursuant to the policy established in Section 4.
- b. Third parties will pay levied fees prior to the time of use. A nonrefundable deposit of ten (10) percent will be required at the time of reservation in order to hold a

timeslot. All reservations must be accompanied by a nonrefundable reservation fee in an amount established by the mutual written agreement of the District and City. The Scheduler will collect such fees on behalf of the parties.

- c. Fees will be retained by the District, and the District will keep an accounting of such funds and provide a copy of such accounting to the City upon request.
 - d. Advertising banners may be placed on the outfield fencing of fields upon the mutual written approval of the City and District. Banners advertising City or District events will have priority over other advertising, unless otherwise agreed in facility-use agreements with third parties approved by the District and the City. All banners must comply with the City's sign code, any other applicable City policies, and the District's advertising policy. No ads promoting tobacco, marijuana, or illegal drugs will be allowed. Facility-use agreements will provide that any signs promoting alcohol must be covered or removed during District-sponsored or other youth events and at the conclusion of the season.
 - e. Agreement of the parties is required prior to selling of advertising or other sponsorship of aspects of the RORC facilities.
 - f. Revenue from fees, advertising, or sponsorship collected by the City or District will be used to defray the costs of maintenance of the RORC. Any remaining costs of maintenance or operation of the RORC will be split by the parties as provided in Section 7 of the Interlocal Agreement and any separate agreement between the parties on maintenance and operation of the facilities. Advertising revenues collected by groups or third parties pursuant to a facility-use or advertising agreement will be divided in accordance with such agreement.
7. **LICENSE:** The Interlocal Agreement provides that although both the City and the District will each own portions of the real property on which the RORC is constructed, the District will lease to the City its portion of the RORC facilities. The City agrees to grant the District an irrevocable license to enter and use the leased facilities for all purposes contemplated by this Agreement, the Interlocal Agreement, and further agreements between the parties pursuant to the Interlocal Agreement, including, without limitation, for purposes of maintenance, scheduling, and recreation.
8. **GENERAL USAGE POLICIES:**
- a. Alcohol may be served on the RORC premises in the following manner: for City-sponsored events or for District-sponsored events, alcoholic beverages may be served on the premises only if in accordance with the respective jurisdictions' adopted regulations and policies. For any jointly sponsored events, or for any other rental or use, service of alcohol is subject to policies agreed by both parties. Any service of alcohol must comply with all federal, state, and local laws, regulations, and ordinances applicable to the premises. In no event will either party allow alcohol to be possessed or consumed on District real property adjacent to the RORC, including the 5-8 Schools Complex. Use or possession of marijuana and other illegal drugs will not be permitted on the RORC facilities. Use or possession of tobacco or tobacco-derived products of any kind, including, without limitation, e-cigarettes or "vaping" devices, will not be allowed on the RORC facilities.

- b. Persons will not be allowed to use the RORC facilities in a manner that interferes with the lawful or efficient operation of the District, the City, or the 5-8 Schools Complex. If the parties agree that a person or entity has violated the rules established and adopted for the RORC in a manner causing a substantial disruption to the District, the City, or the 5-8 Schools Complex, the City will issue a no-trespassing order, in accordance with City ordinances, which order will include notice of an administrative appeal process determined by the City. The City will be responsible for enforcing such order, including through reporting trespassing in violation of a no-trespassing order to law enforcement.
- c. The parties will agree upon and adopt, conspicuously post, and revise from time to time written rules for District, City, and public use of the RORC.
 - i. The City will be responsible for enforcing compliance with said rules by City employees and invitees and members of the public (including groups that have reserved facilities) on all of the RORC facilities during the term of its lease of the RORC facilities. The District will contact the City to report any rule violations by City employees or invitees or members of the public.
 - ii. The District will supervise its employees, students, and invitees during their use of the RORC.
- d. Reservations may be terminated when a third party has not satisfied all requirements of this Agreement, including, but not limited to, payment of fees, or violated the rules of use established by the parties.
- e. Sponsoring organizations will provide sufficient, competent adult and/or special supervision, and the amount of adequate supervision will be agreed upon at the time the authorization is issued.
- f. All applicants for use of RORC facilities will agree to indemnify and hold harmless the City, the Districts, and their respective public officials, employees, agents, insurers, attorneys, heirs, successors, and assigns, from and against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, and expenses, of whatever kind or nature and including, but not limited to, consultant fees and attorney fees incurred on legal claims and in providing the right to indemnification, arising out of or resulting from use of the RORC facilities.
- g. In the event that property loss or damage is incurred during use or occupancy of the RORC, the City and the District will determine the amount of damages. The City will present a bill for damages to the person or group using or occupying the facilities during the time the loss or damage was sustained. The person or group presented with such bill will not be allowed to use the RORC facilities until the bill is paid in full. The City is authorized to pursue any remedies authorized by law to compensate the parties for damage to the RORC.
- h. All applicants for use of RORC facilities will maintain accident and liability insurance for persons using RORC facilities under the applicant's sponsorship with a minimum of \$1,000,000 combined single-limit bodily injury and property damage liability per occurrence, with an annual aggregate of no less than \$3,000,000. If use of the RORC facilities is to be ongoing, the applicant will provide evidence to

the Scheduler once every thirty (30) days (or as otherwise requested by the Scheduler) that the insurance remains in effect.

- i. Any youth organizations engaged in sports activities and using RORC facilities must submit a signed statement of compliance with the policies described in Chapter 28A.600 RCW for the management of concussion and head injury in youth sports.
- j. Any use of the RORC facilities must be appropriate and compatible with each play field or other Component and its surrounding area. Such use will not result in destruction, damage, or undue wear or pose a hazard. Activities that endanger others or cause damage to fields, lawns, or other facilities are prohibited. Should damage to fields, lawns, or other facilities occur, the City will make reasonable effort to obtain restitution for the damage.
- k. In the event of inclement weather (i.e., snow, ice, windstorm, etc.) or emergency, as determined by the District, the District will promptly close the RORC facilities.

9. **LIABILITY INSURANCE:** The City and the District will each maintain for the duration of this Agreement its membership in an insurance pool offering or otherwise maintain insurance with a minimum liability limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate to insure against claims for injuries to persons or damage to property that may arise from or in connection with the following: for the City, claims arising from use of the RORC by the public (including groups that have reserved facilities) or the City and its public officials, officers, employees, agents, and invitees, and for the District, claims arising from use of the RORC by its public officials, officers, employees, agents, students, volunteers, and invitees.

10. **HOLD HARMLESS AND INDEMNIFICATION:**

- a. By the City. To the fullest extent permitted by law and subject to the following conditions, the City will defend, indemnify, and hold harmless the District and its public officials, officers, employees, agents, consultants, contractors, volunteers, attorneys, and insurers, and the employees, agents, volunteers, successors, and assigns of any of them (collectively, the “District Indemnified Parties”), from and against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, and expenses (“Legal Claims”), of whatever kind or nature and including, but not limited to, consultant fees and attorney fees incurred on Legal Claims and in providing the right to indemnification, arising out of or resulting from: (a) use of the RORC facilities by the public (including groups that have reserved facilities) or the City and its public officials, officers, employees, agents, consultants, contractors, volunteers, and invitees (including City-sponsored groups using the RORC); or (b) performance or nonperformance of obligations pursuant to this Agreement by the City or its public officials, officers, employees, agents, consultants, contractors, and volunteers.
- b. By the District. To the fullest extent permitted by law and subject to the following conditions, the District will defend, indemnify, and hold harmless the City and its public officials, officers, employees, agents, consultants, contractors, volunteers, attorneys, and insurers, and the employees, agents, volunteers, successors, and assigns of any of them (collectively, the “City Indemnified Parties”), from and

against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, and expenses (“Legal Claims”), of whatever kind or nature and including, but not limited to, consultant fees and attorney fees incurred on Legal Claims and in providing the right to indemnification, arising out of or resulting from: (a) use of the RORC facilities by the District and its public officials, officers, employees, agents, consultants, contractors, students, volunteers, and invitees (including District-sponsored groups using the RORC); or (b) performance or nonperformance of obligations pursuant to this Agreement by the District or its public officials, officers, employees, agents, consultants, contractors, and volunteers.

- c. This Section 10 will survive termination of this Agreement for any reason.
 - d. The provisions of this Section 10 will be construed to not result in loss of liability insurance coverage that would otherwise be available to one or both parties.
- 11. TERMINATION:** This Agreement may not be terminated except by written agreement of the parties.
- 12. NONDISCRIMINATION:** In administration of the RORC facilities and performance of the obligations under this Agreement, the parties will not discriminate based on race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The parties will provide equal access to the RORC facilities to the Boy Scouts of America and other designated youth groups.
- 13. MISCELLANEOUS:**
- a. Integrated Agreement. This Agreement is the full and complete understanding of the parties on the subjects covered herein. This Agreement may be modified or amended only by mutual written agreement approved by the governing bodies of the parties. Notwithstanding the foregoing, nothing in this Agreement will be construed to conflict with the Interlocal Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Interlocal Agreement, the terms of the Interlocal Agreement will govern.
 - b. Assignment. Neither party will have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
 - c. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the parties will inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
 - d. Governing Law/Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. Any action or suit brought in connection with this Agreement will be filed in Clark County Superior Court.
 - e. Severability. If any section of this Agreement is adjudicated to be invalid, such action will not affect the validity of any section not so adjudicated.

- f. Waiver. The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option or right conferred by this Agreement, in any one or more instances will not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which will remain in full force and effect.
- g. Notice. All communications regarding this Agreement will be sent to the parties at the addresses listed on the signature page of the Agreement or such other address as may be hereafter specified in writing. Any written notice hereunder will become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- h. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).
- i. Headings. The headings in this Agreement are included only for convenience and will not control or affect the meaning or construction of this Agreement.

IN WITNESS WHEREOF, the parties have subscribed their names on the dates below.

CITY OF RIDGEFIELD

RIDGEFIELD SCHOOL DISTRICT

Steve Stuart

City Manager

Address:

Date: _____

Nathan McCann

Superintendent

Address:

Date: _____

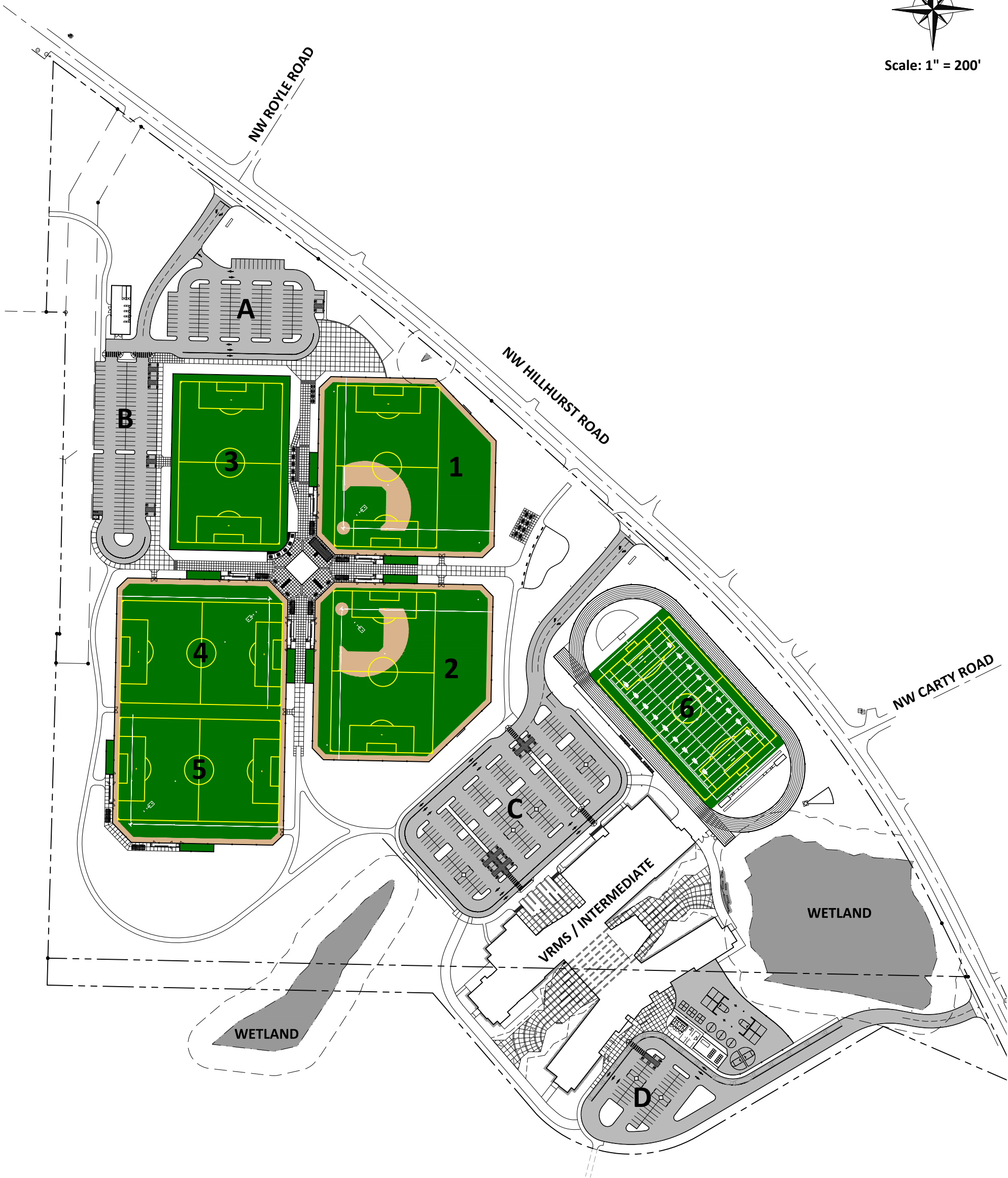
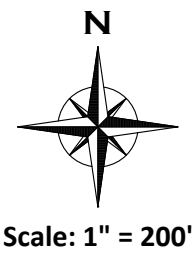
Approved as to form:

Janean Parker, City Attorney

City of Ridgefield

Attachment: 180305.shared-use (RORC Shared Use Agreement)

Amenity	Rate
Field Rentals	
Diamond Fields	
Full Baseball Res.	\$ 45
Full Baseball Non Res.	\$ 60
Tournamments	\$ 850
Little League/Softball Res.	\$ 25
Little League/Softball Non Res.	\$ 40
Tournaments	\$ 750
Adult Softball Res.	\$ 35
Adult Softball Non Res.	\$ 50
Tournaments	\$ 750
Rectangle Fields	
Full Soccer/Football Res.	\$ 35
Full Soccer/Football Non Res.	\$ 50
Tournaments	\$ 750
Half Soccer Res.	\$ 25
Half Soccer Non Res.	\$ 40
Tournaments	\$ 650
Stadium Field Res.	\$ 45
Stadium Field Non Res.	\$ 60
Tournaments	\$ 850
Other	
Track Res.	\$ 45
Track Non Res.	\$ 60
Meets	\$ 850
Lights	\$ 10
Batting Cage	\$ 15



Attachment: RORC-Site (RORC Shared Use Agreement)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: March 22, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Ridgefield Outdoor Recreation Complex Maintenance Agreement

GOVERNING LEGISLATION: Revised Code of Washington (RCW) Chapter 39.34.080, Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN: Approval of interlocal agreement with Ridgefield School District on March 30, 2017

SUMMARY/BACKGROUND: The City has been working with the Ridgefield School District on the development of the Ridgefield Outdoor Recreation Complex, or RORC, in conjunction with the School District's 5-6 and 7-8 Schools Complex since 2015. The RORC and Schools will be located on 57.5 acres, 7.5 of which is owned by the City.

Pursuant to the 2017 Interlocal agreement this maintenance agreement will govern the maintenance responsibility, standards, and maintenance cost sharing of the Facility for the next 30 years. The School District will be responsible for keeping the RORC facility in good condition and repair to the standards specified in this agreement. The District will dedicate at least one full-time employee to maintaining the facility, with City staff assisting on occasional infrequent maintenance that requires additional staff to complete.

BUDGET/FINANCIAL IMPACTS: Revenue generated through rental use and advertisement of the Facility will be put towards the ongoing maintenance and operation of the facility. Based on the analysis completed by Ballard King the facility will generate approximately \$400,000 per year and offset approximately 70-percent of the operations and maintenance expenses. Any remaining costs not covered by revenue generated by the facility will be split 60-percent/40-percent between the City and the District. This cost split will be re-evaluated every 5 years.

RECOMMENDED ACTION OR MOTION: Staff recommends approval of the maintenance agreement via the following motion:

“I move to authorize the City Manager to execute an interlocal agreement between the City of Ridgefield and Ridgefield School District for the Maintenance of the Ridgefield Outdoor Recreation Complex, as presented.”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: 180305.maintenance (DOCX)

**INTERLOCAL AGREEMENT BETWEEN
RIDGEFIELD SCHOOL DISTRICT NO. 122 AND
THE CITY OF RIDGEFIELD REGARDING
MAINTENANCE OF RIDGEFIELD OUTDOOR RECREATION COMPLEX**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the City of Ridgefield ("City"), a Washington code city, and the Ridgefield School District No. 122 ("District"), a Washington quasi-municipal corporation, pursuant to Chapter 39.34 RCW relating to the rights and responsibilities for ongoing operation and maintenance of the Ridgefield Outdoor Recreation Complex ("RORC") facilities.

RECITALS:

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between public agencies;

WHEREAS, the City and the District have entered into an interlocal agreement ("Interlocal Agreement") governing the exchange of real property and other matters, including design, financing, construction, and shared use of the RORC;

WHEREAS, Section 11.a to the Interlocal Agreement provides that the parties will enter into an agreement setting forth the rights and responsibilities of the City and District regarding maintenance of the RORC, including the standard of care for upkeep of the facilities, prior to start of construction of said facilities;

WHEREAS, the City and District desire to ensure that the RORC facilities are maintained throughout their lifetime in clean condition and good working order suitable for school and community use;

WHEREAS, the parties desire the RORC to be at all times a welcoming and attractive facility reflecting positively on both the City and the District.

NOW, THEREFORE, pursuant to the Interlocal Agreement and in consideration of the mutual promises contained herein, the parties agree as follows:

1. TERM AND TERMINATION:

- 1.1. Effective Date. This Agreement will become effective on the date the authorized representative of the last party signs the Agreement.
- 1.2. Duration of Agreement. This Agreement will remain in effect for thirty (30) years from the effective date unless renewed or terminated as provided herein. The Agreement may be renewed for additional terms by written request of either party upon the mutual agreement of the maintenance standards and responsibilities and the budget and cost allocation requirements of the RORC for the renewal period.
- 1.3. Termination of Agreement. This Agreement may not be terminated except by written agreement of the parties. Nothing in this Agreement precludes the parties from mutually agreeing to a different termination date through a written amendment to this Agreement.

2. MAINTENANCE STANDARDS:

2.1 In General. The RORC facilities will be kept in good condition and repair throughout the term of the Interlocal Agreement, subject to standards for specific aspects of the facilities discussed below. The parties agree to perform all maintenance necessary and appropriate to keep the RORC facilities in such condition. Further, the RORC facilities will be kept in such condition as to comply with all federal, state, county, city, and other local statutes, regulations, codes, or ordinances applicable to the operation of the RORC, including, but not limited to, health, building, and fire codes.

2.2 Synthetic Turf. All synthetic turf fields will be kept in safe and playable condition. The parties will perform at least such maintenance tasks as recommended by the manufacturer(s) of the synthetic turf fields used for the RORC. The parties will perform such maintenance on the schedule recommended by the turf manufacturer(s), unless otherwise agreed between the parties in writing.

The parties acknowledge and intend that this Agreement relates only to the ongoing maintenance of turf fields and not to the eventual replacement of the turf fields. Pursuant to the Interlocal Agreement, a separate agreement will be executed between the parties regarding the schedule and financial responsibility for eventual replacement of the turf fields.

2.3 Refuse Control. The parties will ensure that a sufficient number of garbage and recycling containers are placed throughout the RORC to allow users to dispose of refuse, and that such containers are placed in convenient locations that will encourage proper disposal of refuse. At a minimum, garbage and recycling containers will be placed at each restroom, entrance/exit to the RORC, parking lot, concession stand, turf field, playground, and pavilion. Individual garbage and recycling containers will be emptied into a central location no less than once per day or as otherwise agreed by the parties. All containers will be kept in sanitary condition and cleaned at least once per week or as otherwise agreed by the parties. Containers will be repaired, replaced, and maintained as often as needed to ensure they do not become unsightly or unsanitary. The parties will procure garbage- and recycling-removal service on at least a weekly basis.

2.4 Landscaping and Pest Control. All trees, shrubs, flowers, grass, and other landscape features will be maintained to preserve and cultivate healthy and attractive vegetation. Landscape maintenance will include, but not be limited to: watering; maintaining and winterizing watering systems; planting; trimming; pruning; mowing; fertilizing; removing pernicious weeds and other pests; controlling plant disease by cultural or chemical methods; and raking and/or leaf-blowing to remove leaves and debris.

2.5 Concessions. The concession area will be maintained in compliance with all laws, regulations, and ordinances pertaining to food-service establishments, including: the rules adopted by the Clark County Board of Health, Chapter 24.09 of the Clark County Code ("Food Establishments"); and Chapter 246-215 WAC ("Food Service"). Concession area maintenance will include, but not be limited to: periodically making facilities available for inspection and applying for permits as required by Clark County Public Health; cleaning and disinfecting fixtures,

equipment, and furnishings within the concessions area; and sanitizing and picking up refuse from the floors and fixtures surrounding the concession area.

- 2.6 Restrooms and Drinking Fountains. Restrooms and drinking fountains will be kept in a sanitary condition and in good working order. Restroom maintenance will include, but not be limited to: sweeping; mopping; disinfecting; sanitizing; managing mold; stocking supplies; removing lime buildup; winterizing; and inspecting and maintaining plumbing and fixtures.
- 2.7 Fixtures and Hardscape Surfaces. All fixtures and hardscape surfaces will be kept in a good working order. Fixtures and hardscape-surface maintenance will include, but not be limited to: sweeping; power-washing; picking up refuse; painting; inspecting and replacing fixture components such as light bulbs; and otherwise conducting preventative and cosmetic maintenance of dugouts, bleachers, pavilion areas, playgrounds, lighting fixtures, admission gates, and other features of the RORC.
- 2.8 Playgrounds. All playgrounds will be kept in safe and playable condition. Playgrounds will be covered in a surface material that meets the specifications of the U.S. Consumer Product Safety Commission's "Handbook for Public Playground Safety" (November 2010). All playground surfaces and equipment will be accessible as required by federal and state laws and regulations, including, but not limited to, the Americans with Disabilities Act (ADA). The parties will perform such maintenance on playground surfaces as required to maintain accessibility for people with disabilities.
- 2.9 Parking Lots. Parking lots will be kept in a safe and drivable condition. Parking lot maintenance will include, but not be limited to: sweeping; power washing; painting; placing and replacing signage within the lot; monitoring and repairing asphalt damage, such as cracks and potholes; and picking up refuse.
- 2.10 Trails. Trails will be kept in safe and travelable condition. Trails will be kept open and accessible to people with disabilities to the extent required by federal or state laws or regulations.
- 2.11 Utilities. The parties will provide for all necessary utilities, including, but not limited to, water, sewer, electricity, and garbage/recycling.

3. RIGHTS AND RESPONSIBILITIES:

- 3.1 Maintenance Duties. The District will be responsible for performing all maintenance necessary and appropriate to keep the RORC facilities in the condition required by this Agreement. All maintenance will be performed in accordance with the standards set forth in Section 2, above. The District's Director of Maintenance and Facilities (or such other individual designated by the District) will oversee maintenance of the RORC for the District.
- 3.2 Notice of Maintenance Problems. In the event the City receives notice of other otherwise becomes aware of a maintenance concern or problem, the City will promptly notify the District's Director of Maintenance and Facilities (or such other individual designated by the District) in writing of each such issue. Such issues will include, but not be limited to, needed repairs and other facilities issues that could interfere with proper use and enjoyment of the RORC.

- 3.3. Maintenance Scheduling. Unless otherwise specified in Section 2, above, all maintenance duties will be performed with such frequency as the District determines necessary to ensure that the RORC facilities are kept in the condition required by this Agreement, subject to the following:
- 3.3.1 In performing maintenance, the District will use reasonable efforts to minimize interference with scheduled use of the RORC facilities.
 - 3.3.2 The District will inspect the RORC facilities no less than once each month to identify areas in need of repair or other maintenance.
 - 3.3.3 The District will promptly respond to maintenance problems that present safety or liability concerns, as determined by the District. The District will make reasonable efforts to respond to such maintenance problems within twenty-four (24) hours after receiving notice.
 - 3.3.4 The District will make reasonable efforts to respond to maintenance problems that present minimal or remote safety or liability concerns, as determined by the District, within seven (7) days after receiving notice of the problem.
 - 3.3.5 The District will make reasonable efforts to respond to maintenance problems that present no safety or liability concerns, as determined by the District, within thirty (30) days after receiving notice of the problem.
 - 3.3.6 Nothing in this Agreement precludes the parties from later agreeing to a maintenance schedule or calendar specifying dates or intervals at which certain maintenance duties must be performed.
 - 3.3.7 Either party may request that the facilities be closed for annual maintenance or necessary repairs for a certain period. Any such closure must be mutually agreed in advance by the authorized representatives of the parties.
- 3.4. Maintenance Personnel. The District will be responsible for providing personnel to maintain the RORC facilities, either on an employment or contract basis, subject to the following:
- 3.4.1 The District will employ at least one full-time employee to maintain the RORC facilities.
 - 3.4.2 The District may, in its discretion, hire additional workers as needed to meet the District's obligations under this Agreement. The parties agree to cooperate in the performance of occasional, infrequent maintenance to avoid increased costs, to the extent feasible and consistent with the parties' negotiated agreements with employee bargaining representatives.
 - 3.4.3 The parties recognize and intend that the total costs to the District of employing or contracting with maintenance personnel, including, without limitation, costs of wages, benefits, and taxes, constitute reasonably necessary and appropriate expenses under this Agreement and that such total costs will be shared by the parties in accordance with Section 4, below. If a District worker performs RORC maintenance as well as duties

unrelated to the RORC, the parties will share a prorated portion of the costs of such worker corresponding to the percentage of the worker's duties related to the RORC.

3.4.4 The parties further recognize and intend that RORC personnel will not have any employment or contractual relationship with the City. The District will be solely responsible for complying with all relevant employment, tax, and retirement laws and regulations and the requirements of any applicable collective bargaining agreements between the District and its employees. The District will have the sole authority to supervise and direct its personnel assigned to the RORC.

3.4.5 The District recognizes that the City has issued tax-exempt bonds (the "Bonds") to finance certain costs relating to the RORC and that use of the property financed with the Bonds, including RORC, is subject to certain requirements of the Internal Revenue Code of 1986, as amended. In order to facilitate compliance with those requirements, the District will receive the approval of the City prior to entering into any third-party contracts relating to the maintenance of RORC, which approval shall not be unreasonably withheld.

3.5 Non-Interference. The City will not impede the ability of the District to perform necessary and appropriate maintenance on the RORC facilities.

4. REVENUE AND COSTS:

4.1 Budgeting. On a fiscal-year basis (using the District's fiscal year of September 1 through August 31), the parties will budget for and expend such moneys as the parties deem reasonably necessary and appropriate to maintain and operate the RORC facilities in accordance with the standards set forth in this Agreement.

4.1.1 Budget Proposal. By the first day of June in each calendar year, the District will prepare and transmit to the City a written budget proposal for the following fiscal year. The proposal will include the total estimated budget, including anticipated expenses and revenues, in a format agreed to by the parties. The District will explain in writing any assumptions used in creating the proposal. The proposal will include an explanation of estimated costs for, at minimum: custodial supplies; landscaping supplies; repair materials; tools and equipment; fuel; office supplies; worker wages and other compensation; and utilities, such as water, sewage, garbage/recycling, and electricity. The City will cooperate with the District in preparing the budget proposal, including, but not limited to, by timely providing estimates of any revenues for the upcoming fiscal year upon request by the District.

4.1.2 City Review. The City will review said budget proposal and provide a written response either agreeing or objecting to each aspect within ten (10) business days of receipt. The City will thoroughly explain the basis for any and all objections in writing.

4.1.3 Budget Reconciliation. In the event the City objects to one or more aspects of the budget, representatives of the parties will meet to discuss such objection(s) within fifteen (15) business days of the District's receipt of the

City's response per Section 4.1.2, above. During such meeting, the parties will negotiate in good faith until they reach agreement on the budget for all disputed aspects and the total fiscal-year budget. If the parties fail to agree, they will use the dispute-resolution process in Section 5, below.

4.1.4 Production of Budget. Following agreement on the fiscal-year budget, the District will produce a final copy of the budget and provide a written copy to the City within twenty (20) business days. Nothing in this Agreement prohibits the parties from agreeing in writing to modify the budget for a fiscal year at any time.

4.2 Revenue. All revenue generated by the RORC, including, but not limited to, advertising and rental fees collected by the District or City, will be used to fund maintenance and operation expenses of the facilities. The District will maintain a separate account or revenue and expense codes into which all RORC receipts will be deposited. Revenues will be applied first to maintenance and operation expenses for the fiscal year in which the revenues were actually received by one of the parties.

4.2.1 If revenues for a fiscal year exceed maintenance and operation expenses for that fiscal year, such revenues will be applied to expenses for the following fiscal year.

4.2.2 The parties also may agree to establish a reserve fund, and to deposit all or part of revenues exceeding costs for a fiscal year into such reserve fund. The purpose of the reserve fund would be to cover unexpected costs of maintenance arising over the life of this Agreement.

4.2.3 If this Agreement is terminated and a balance remains in the reserve fund, it will be shared between the parties on the basis established in Section 4.3 or as otherwise agreed between the parties.

4.2.4 Any unallocated revenues remaining upon termination of this Agreement will be shared between the parties on the basis established in Section 4.3 or as otherwise agreed between the parties.

4.3 Cost Sharing. After all revenue generated by the RORC has been applied for a fiscal year, the parties will split the remaining total costs of maintenance and operation expenses as follows: the District will pay forty percent (40%), and the City will pay sixty percent (60%). Nothing in this Agreement precludes the parties from later agreeing to modify this cost allocation through a written amendment to this Agreement.

4.3.1 The parties acknowledge that the actual maintenance and related costs of the RORC may change over time. Therefore, the parties agree that they will collaboratively review the maintenance, scheduling, revenue, and cost allocations of the RORC contained in this Agreement at least once every five (5) years, calculated starting on the effective date of this Agreement. At a minimum, the review will consist of a meeting between the Superintendent of the District or his/her designee and the City Manager or his/her designee. If the parties determine that the maintenance, scheduling, revenue, and cost allocations do not reflect a fair and equitable

allocation of the costs respective to each party's use, the parties will negotiate in good faith to revise the standards and cost allocations to reflect such fair and equitable allocation based on use.

- 4.4 Accounting. The District will invoice the City on a quarterly basis for the City's share of the costs remaining after application of RORC revenues as required by this Agreement. The City will pay any invoiced costs within thirty (30) days of receipt of an invoice from the District.
- 4.5 Utilities Payments. The City will be responsible for opening accounts for all utility services required herein. The District will make required payments on such accounts in a timely manner, provided that the cost of such payments will be funded and shared in accordance with the provisions of Section 4.
- 4.6 Damages to Facilities. The parties will equally share the costs of repairing or replacing aspects of the RORC facilities damaged by normal wear and tear, acts of nature (e.g., flood, storm, earthquake, or fire), and the actions of third parties, to the extent such costs are not covered by another source, including, but not limited to, liability or property insurance. The City will be solely responsible for the costs of repairing any damage to RORC facilities not covered by another source resulting from the sole negligence of the City or its public officials, officers, employees, contractors, agents, or volunteers. The District will be solely responsible for the costs of repairing any damage to RORC facilities not covered by another source resulting from the sole negligence of the District or its public officials, officers, employees, contractors, agents, volunteers, or students (while under the supervision of the District during the school day or District-sponsored activities).
- 4.7 Initial Equipment. Prior to opening of the RORC to public use, the parties will agree on those items of equipment needed for maintenance of the RORC (e.g., lawnmowers, hand tools, etc.), and the parties will share the costs of such items as otherwise provided in Section 4.3. The City will make payment for its share of those costs either directly to vendors or as a reimbursement to the District, whichever method the parties agree, prior to opening of the RORC to public use. Such items will become the personal property of the District, provided that, at such time as the parties terminate the Interlocal Agreement, the District will reimburse the City for sixty (60) percent of the monetary value, if any, of the items jointly funded by the parties per this Section 4.7 on a cost-depreciation basis. Personal property separately purchased at any time solely by either party for use in operating or maintaining the RORC will remain the personal property of that party.
- 4.8 Software. The parties agree that they will procure facilities-management software for purposes of scheduling use of the RORC as provided herein and in the agreement between the parties on shared-use of the RORC facilities. The parties will agree on the type of software prior to purchase and share the costs of such software as provided in Section 4.3.

5. DISPUTE RESOLUTION:

- 5.1. Mediation Required. Any claim, dispute, or other matter in question arising out of or related to this Agreement will be subject to mediation as a condition precedent to binding dispute resolution, unless provided otherwise herein. The parties will

cooperate in good faith and attempt to resolve any dispute that arises prior to mediation.

- 5.2 Dispute-Resolution Standards. The parties will endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its rules in effect on the date of this Agreement.
- 5.3 Request for Mediation. A request for mediation will be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of thirty (30) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 5.4 Mediation Fees. The parties will share the mediator's fee and any filing fees equally. The mediation will be held within the City of Ridgefield, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.
- 5.5 Other Dispute Resolution. If the parties do not resolve a dispute through mediation pursuant to this Section 5, the parties may pursue any lawful method of binding dispute resolution, including, but not limited to, litigation in the Superior Court for the State of Washington in and for Clark County.

6. MISCELLANEOUS PROVISIONS:

- 6.1 Integrated Agreement. This Agreement is the full and complete understanding of the parties on the subjects covered herein. This Agreement may be modified or amended only by mutual written agreement approved by the governing bodies of the parties. Notwithstanding the foregoing, nothing in this Agreement will be construed to conflict with the Interlocal Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Interlocal Agreement, the terms of the Interlocal Agreement will govern.
- 6.2 Assignment. Neither party will have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
- 6.3 Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the parties will inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- 6.4 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. Any action or suit brought in connection with this Agreement will be filed in Clark County Superior Court.
- 6.5 Successors. If any section of this Agreement is adjudicated to be invalid, such action will not affect the validity of any section not so adjudicated.

- 6.6 Waiver. The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option or right conferred by this Agreement, in any one or more instances will not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which will remain in full force and effect.
- 6.7 Notice. All communications regarding this Agreement will be sent to the parties at the addresses listed on the signature page of the Agreement or such other address as may be hereafter specified in writing. Any written notice hereunder will become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 6.8 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the District and the City. No third party will be deemed to have any rights under this Agreement, and there are no third-party beneficiaries to this Agreement.
- 6.9 Headings. The headings in this Agreement are included only for convenience and will not control or affect the meaning or construction of this Agreement.
- 6.10 Execution and Posting. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. The parties additionally acknowledge and agree that this Agreement may be executed and delivered by facsimile or email. Pursuant to RCW 39.34.040, the Ridgefield City Clerk will cause a copy of this Agreement to be posted on the City of Ridgefield's website.

IN WITNESS WHEREOF, the parties have subscribed their names on the dates below.

CITY OF RIDGEFIELD

RIDGEFIELD SCHOOL DISTRICT

Name:

Nathan McCann

Title:

Superintendent

Address:

Address:

Date: _____

Date: _____

Approved as to form:

Janean Parker, City Attorney
City of Ridgefield

Attachment: 180305.maintenance (RORC Maintenance Agreement)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: March 22, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Ridgefield Outdoor Recreation Complex and Hillhurst Construction Management Contract

GOVERNING LEGISLATION:

Revised Code of Washington Title 35 – Cities and Towns

PREVIOUS COUNCIL ACTION TAKEN:

Award of Phase 1 Construction Management on August 24, 2017

SUMMARY/BACKGROUND:

The City's Parks Plan identifies a Community Park in the southern portion of the City off Hillhurst Road. This park has come to be known as the Ridgefield Outdoor Recreation Complex, or RORC. The City has been working with the Ridgefield School District, community stakeholders, and the public since 2015 on the master planning for this park. The project is a partnership with the School District and shares a site with the 5-6 and 7-8 schools campus that is under construction. The park will feature 6 multi-use sports fields, a community building, playground, trails, and picnic shelters.

The project has been broken into several phases of construction to allow the project to be completed by Fall of 2018. The construction of the Grading and Utility work portion of the project was completed in February, and work on Hillhurst and the site and field work on RORC will begin in April.

In August of 2017 city requested qualifications for construction management and inspection services from the on-call consultant roster. Two proposals were received and scored by staff, with Otak receiving the highest ranking. Otak Completed the construction management of the grading project, and with this contract will provide construction management, inspection and act as the owner's representative for the remaining work on the project.

BUDGET/FINANCIAL IMPACTS:

The 2018 Budget includes a total of \$3,000,000 for the improvements to Hillhurst, and \$12,220,000 for the remaining construction work on RORC. The low bid for the improvements on Hillhurst by Tapani totals \$2.1M and bids will be opened on March

28. The Phase 2 Construction management contract with OTAK totals \$463,377 with an additional \$85,382 of optional additional services.

RECOMMENDED ACTION OR MOTION:

Staff recommends awarding the RORC Phase 2 construction management and inspection contract to Otak. A suggested motion would be:

“I move to award the RORC Phase 2 Construction Management and Inspection contract to Otak”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: OTAK Scope&Fee (PDF)



EXHIBIT "A"
SCOPE OF SERVICES/FEE SCHEDULE

March 19, 2018

Mr. Bryan Kast, PE
Public Works Director
City of Ridgefield, Washington
301 N. 3rd Avenue
Ridgefield, WA 98642

Via Email: bryan.kast@ci.ridgefield.wa.us

Re: RORC Phase 2 and Hillhurst Road Improvements
Owners Representative, Construction Management & Observation
City of Ridgefield Professional Services Agreement Contract C2017-056, Amendment 1

Dear Mr. Kast,

Thank you for the opportunity to continue providing our professional services to the City of Ridgefield (City) for this important project.

Otak provided construction inspection/management services for the successful construction of RORC Phase 1. We attribute this successful effort to the strong working relationships established between the City, Otak (Eric Levison and Mike Hale) and the construction contractor. Further, the project planning, decision-making and design background of Tim Leavitt, PE, RORC engineer-of-record, added important value to the construction-period decisions.

RORC Phase 2 construction that is significantly more complex and challenging than the first phase of construction of this site. We propose to continue with largely the same team of Otak professionals for construction management and inspection services to the City for RORC Phase 2 and the Hillhurst Road Improvements. We have added Chuck Green, PE, to the Otak team for this project. Chuck brings over 30 years of planning, engineering and project delivery experience to this project, including most recently successfully delivering the construction of the C-TRAN Bus Rapid Transit ("Vine") project. In addition, per your request we have added more depth to the management of these projects to support city staff; we have included Owners Representation to this Scope, provided by Tim Leavitt, PE. Mr. Leavitt brings nearly 25 years of project planning, design and construction oversight experience to the team.

The following describes in general terms our proposed scope and tasks to be completed, to insure that the City is appropriately and effectively represented and that the construction of RORC Phase 2 and the Hillhurst Road Improvements occur smoothly, on-schedule and within anticipated budget(s).

Mr. Bryan Kast, PE | Public Works Director
 RE: RORC P2 and Hillhurst Road Improvements | Owner's Rep & CM
 March 19, 2018

Page 2

Our proposed Scope and Fee Estimate has assumed a weekly effort of time to complete the specific tasks noted. We have assumed that our work will begin on April 1, 2018 and the project substantial completion will occur on October 1, 2018 (26 weeks). Afterwards, we have assumed our limited effort for punchlist and project closeout until November 19, 2018 (7 weeks).

Our Scope is detailed into the following sections:

Base Services

Phase 1 | Owner's Representation

Phase 2 | RORC Phase 2

Phase 3 | Hillhurst Road Improvements

Additional Services (as requested or needed)

Phase 4 | Peak Construction Services (Force Account)

Phase 5 | Construction Management Software License Upgrade

Phase 6 | Drone Construction Monitoring/Recording

We understand the construction cost estimate of these two projects to be a total of approximately \$10 million. We have estimated approximately 2.9 FTE for April 1-October 1 (26 weeks). We have estimated 1.45 FTE for October 1-November 19 (7 weeks).

SCOPE OF SERVICES

Phase 1 | Owner's Representation

Otak will provide general owner's representation for both projects, on behalf of the City. We anticipate this effort to include the following aspects:

- Provide general project leadership on behalf of the City.
- Provide professional recommendations for necessary city-decision making.
- Coordinate regular (as needed) project progress meetings between the design consultant(s), the construction contractor(s), the construction inspector(s), Ridgefield School District (RSD) Representatives and the City.
- Coordination between RORC and RSD Middle Schools project.
- Prevention, as possible of disputes; resolution, otherwise.

Attachment: OTAK Scope&Fee (Approval of RORC and Hillhurst Construction Management Contract)

- Delivery of updates/status reports to the City, including matters such as:
 - Schedule of work
 - Recommendations on payment for work and contract change orders
 - Work/Scope disputes and resolution(s)
- Presentation(s) to City Manager and/or City Council.

The following are our assumptions for budgeting this task:

- CM: 20 hours per week through substantial completion, and 10 hours per week during punchlist/project closeout.

Phase 2 | RORC Phase 2

Task 01 | Construction Management/Administration

Otak will provide construction management and administration services during the construction of RORC Phase 2. The anticipated services include:

- Internal team scheduling, management, coordination.
- Budgeting, status reports, and invoices.
- Contractor general schedule.
- Coordinate with the Owner's Representative for review of Contractor payment applications and change orders.
- Attend weekly meetings, as coordinated by the Owner's Representative.
- Coordinate with Owner's Representative and design consultant(s) for delivery, review and return of project submittals, and RFIs.
- Review and monitoring of Contractor's safety plans, traffic control plans, and erosion and sediment control measures.
- Assist with onsite construction monitoring, if needed during peak activity.
- Maintain all project documentation, including but not limited to: change order summary log, submittal log, project acceptance documentation, and warranty documents.
- User-friendly construction management software is an important component of the delivery of a successful project. This software is utilized to communicate with project team members, track communications and documentation, and establish accountability. We utilize the *Smartsheet* software, and have recently and successfully managed over \$100 million in capital projects with this product.

We anticipate providing the following deliverables to the Owner's Representative:

- Responses to RFI's, submittal and shop drawing reviews, and substitution requests.
- Weekly meeting minutes.
- Pay application review and approval.
- Monthly invoices.

The following are our assumptions for budgeting this task:

- CM: 16 hours per week through substantial completion, and 8 hours per week during punchlist/project closeout.
- Admin Support: 12 hours per week through substantial completion, and 6 hours per week during punchlist/project closeout.

Task 02 | Construction Observation

Otak will provide construction observation services during the construction of RORC P2. The anticipated services include:

- Confirm quality of materials upon delivery prior to installation.
- Confirm and inventory materials-on-hand to confirm advance payment request.
- Visually monitor workmanship for conformance to plans and specs.
- Track quantities of materials for unit price bid items.
- Assist with review of monthly pay applications.
- Keep "dirty set" of project as-builts (due to part-time inspection, it is assumed Contractor will be keeping official full set of as-built drawings).

We anticipate providing the following deliverables to the Team:

- Daily observation reports.
- Project photo records, as requested.

The following are our assumptions for budgeting this task:

- CO: 20 hours per week through substantial completion, and 10 hours per week during punchlist/project closeout.

Task 3 | Project Close-out and Claims

Otak will provide the following tasks to assist the City with closeout of the project:

- Determine substantial and final completion.
- Identify and resolve any outstanding project issues prior to recommending project acceptance.
- Recommend project acceptance and/or acceptance of defined phases.
- Upon formal acceptance, close out the project. The closeout process will include a post-project review, documentation of lessons learned, and the archiving of all relevant project documents. Once final acceptance is granted and all open change orders and claims have been settled, the City will be notified. We then assume that the Otak Team will be released from the project.

We anticipate providing the following deliverables to the City:

- Organized file of all project documentation, for city retainage as required under Washington's Public Records Retention Act.

Phase 3 | Hillhurst Road Improvements

Task 01 | Construction Management/Administration

Otak will provide construction management and administration services during the construction of the Hillhurst Road Improvements. The anticipated services include:

- Internal team scheduling, management, coordination.
- Budgeting, status reports, and invoices.
- Contractor schedule review.
- Coordinate with the Owner's Representative for review of Contractor payment applications and change orders.
- Attend weekly meetings, as coordinated by the Owner's Representative
- Coordinate with Owner's Representative and design consultant(s) for delivery, review and return of project submittals, and RFIs.
- Assist with onsite construction monitoring, if needed during peak activity.
- User-friendly construction management software is an important component of the delivery of a successful project. This software is utilized to communicate with project team members, track communications and documentation, and establish accountability. We utilize the *Smartsheet* software, and have recently and successfully managed over \$100 million in capital projects with this product.

We anticipate providing the following deliverables to the Owner's Representative:

- Responses to RFI's, submittal and shop drawing reviews, and substitution requests.
- Pay application review and approval
- Monthly invoices

The following are our assumptions for budgeting this task:

- CM: 16 hours per week through substantial completion, and 8 hours per week during punchlist/project closeout.
- Admin Support: 12 hours per week through substantial completion, and 6 hours per week during punchlist/project closeout.

Task 02 | Construction Observation

Otak will provide construction observation services during the construction of Hillhurst Road Improvements. The anticipated services include:

- Confirm quality of materials upon delivery prior to installation
- Visually monitor workmanship for conformance to plans and specs
- Track quantities of materials for unit price bid items
- Assist with review of monthly pay applications
- Keep "dirty set" of project as-builts (due to part-time inspection, it is assumed Contractor will be keeping official full set of as-built drawings)

We anticipate providing the following deliverables to the Team:

- Daily observation reports
- Project photo records, as requested

The following are our assumptions for budgeting this task:

- CO: 20 hours per week through substantial completion, and 10 hours per week during punchlist/project closeout.

Task 3 | Project Close-out and Claims

Otak will provide the following tasks to assist the City with closeout of the project:

- Determine substantial and final completion.
- Identify and resolve any outstanding project issues prior to recommending project acceptance.
- Recommend project acceptance and/or acceptance of defined phases.
- Upon formal acceptance, close out the project. The closeout process will include a post-project review, documentation of lessons learned, and the archiving of all relevant project documents. Once final acceptance is granted and all open change orders and claims have been settled, the City will be notified. We then assume that the Otak Team will be released from the project.

We anticipate providing the following deliverables to the City:

- Organized file of all project documentation, for city retainage as required under Washington's Public Records Retention Act.

Mr. Bryan Kast, PE | Public Works Director
RE: RORC P2 and Hillhurst Road Improvements | Owner's Rep & CM
March 19, 2018

Page 7

Phase 4 | Peak Construction Services (Force Account)

Otak will provide peak construction observation services during the construction of RORC P2 and Hillhurst Road Improvements to supplement the project as needed. The anticipated services included are same as described above for Construction Observation.

We've *estimated* that additional services may be necessary for up to 10 weeks of the construction period for these projects. We will account for this additional effort separately for the projects:

- Owner's Representation: 8 hours per week.
- Construction Manager: 12 hours per week.
- Construction Inspector: 24 hours per week.
- Admin Support: 8 hours per week.

Phase 5 | Drone (sUAS) Construction Documentation

Otak will subcontract with Rayne Studios to complete a daily (M-F) drone flight and up to six (6) Saturday aerial site surveys. The daily electronic video log will document the construction site conditions, as well as collection of elevations and earthwork quantities. Both the RORC P2 and Hillhurst Road Improvements projects will be documented. The information provided will assist with the tracking of construction activity, material delivery and installation, and pay requests. In addition, a construction time lapse may be created for presentation to decision makers and the general public.

Rayne Studios is Federal Aviation Administration (FAA) licensed for Small Unmanned Aircraft Systems (sUAS) operations. We've assumed a six (6) month construction period (April 1-October 1, 2018), for a fee estimate of \$15,900.

Attachment: OTAK Scope&Fee (Approval of RORC and Hillhurst Construction Management Contract)

Mr. Bryan Kast, PE | Public Works Director
 RE: RORC P2 and Hillhurst Road Improvements | Owner's Rep & CM
 March 19, 2018

Page 8

ESTIMATED TIME AND MATERIALS FEE

We have estimated the cost of providing the above scope of work and associated deliverables. These are broken down below for your review by project element.

Base Services

Phase 1 | Owners Representative

Senior PM/Owner's Rep.....	\$120,950
Direct Expense	<u>\$2,419</u>
Subtotal	\$123,369

Phase 2 | RORC P2

Task 01 Construction Management/Administration	\$96,760
Task 02 Construction Observation	\$68,440
Task 03 Project Close-out and Claims	Included
Direct Expense	\$3,304
CM Software License.....	<u>\$1,500</u>
Subtotal	\$170,004

Phase 3 | Hillhurst Road Improvements

Task 01 Construction Management/Administration	\$96,760
Task 02 Construction Observation	\$68,440
Task 03 Project Close-out and Claims	Included
Direct Expense	\$3,304
CM Software License.....	<u>\$1,500</u>
Subtotal	\$170,004

Total Base Services..... \$463,377

Additional Services (as needed or requested)

Phase 4 | Peak Construction Services (Force Account)

Estimated Labor	\$68,120
Direct Expense	<u>\$1,362</u>
Subtotal	\$69,482

Phase 5 | Drone (sUAS) Construction Documentation..... \$15,900

Total Additional Services..... \$85,382

Attachment: OTAK Scope&Fee (Approval of RORC and Hillhurst Construction Management Contract)

Mr. Bryan Kast, PE | Public Works Director
RE: RORC P2 and Hillhurst Road Improvements | Owner's Rep & CM
March 19, 2018

Page 9

GENERAL ASSUMPTIONS AND EXCEPTIONS TO THE PROPOSED SCOPE

We have made the following assumptions and/or exceptions, for preparation of this Scope. However, should you prefer for these items to be included, we are happy to revise the proposed services.

- Survey grade check on site
- Technical inspection of traffic signal control panel
- Formal as-built drawings
- Materials testing
- Noise monitoring
- Construction to occur during normal construction business hours; no overtime or weekends effort has been anticipated in this Scope
- Direct Expenses include mileage, miscellaneous and disposable project equipment, copies/plots. For this Scope, we've estimated the expense budget using a flat 2% of the labor estimate.

We believe our team of experienced professionals will excel at representing the best interests of the City of Ridgefield and the citizens of your community....seeing this project to successful completion. We look forward to again working with you on these important projects.

Thank you for the opportunity!

Sincerely,

Otak, Incorporated



Tim Leavitt, PE

Director of SW WA Operations | Senior Project Mgr

Attachment: OTAK Scope&Fee (Approval of RORC and Hillhurst Construction Management Contract)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: March 22, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Bid Award for Cemetery Booster and Northridge Water Main Project

GOVERNING LEGISLATION:

Revised Code of Washington Title 35 – Cities and Towns

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

The City's Water System Plan identifies a project to replace the aging cemetery booster pumps that allow water to be transferred from the low pressure zone that serves downtown into the high pressure zone that serves the rest of the City. The plan also identifies a project to replace the 2-inch galvanized steel water main that serves Northridge Drive that is past its useful life. Due to the proximity of these two projects staff elected to design and bid them together to realize an economy of scale and to get a lower price on the work. The project was broken into three schedules of work: Schedule A for cemetery booster pumps, schedule B for the Northridge water main, and schedule C to overlay the east side of Northridge Drive that is not replaced with the water main work.

Project design was completed over 2017, and bids for the project were opened on March 15th. Four bids were received on the project, with the low bid submitted by Clark and Sons Excavating of Battle Ground WA.

BUDGET/FINANCIAL IMPACTS:

The 2018 Budget includes a total of \$340,000 for the cemetery booster pump replacement, \$230,000 for the Northridge water main and \$175,000 for street maintenance and repair. The low bid for the submitted by Clark and Sons is less than the Engineer's Estimate for each schedule of work, and within the amounts budgeted for each part of the project.

RECOMMENDED ACTION OR MOTION:

Staff recommends awarding the Cemetery Booster Pump Station and Northridge Water Main Project construction contract to Clark and Sons. A suggested motion

would be:

“I move to award the Cemetery Booster Pump Station and Northridge Water Main Project construction contract to Clark and Sons in the amount of \$486,100.83”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: Cemetery Booster Station Bid Tabs (XLS)

CITY OF RIDGEFIELD
Cemetery Booster Pump Station
Bid Opening: Thursday, March 15, 2018
Bid Opening Time: 11:00AM

BID SET CONSTRUCTION COST ESTIMATE

Engineer's Estimate

Clark & Sons Excavating Inc
7601 NE 289th Street
Battle Ground, WA

Clackamas Construction Inc
PO Box 279
Boring, OR 97009

Advanced Excavat
1010 Colu
Longview,

SCHEDULE A - Cemetery Booster Pump Station

NO.	ITEM	QUANTITY		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price
1	Mobilization and Demobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 27,952.00	\$ 27,952.00	\$ 31,500.00
2	Unexpected Site Changes	1	CALC	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	Demolition	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 13,641.00	\$ 13,641.00	\$ 8,800.00
4	Locate Existing Utilities	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 235.00	\$ 235.00	\$ 1,200.00
5	Trench Excavation Safety System	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00	\$ 1,760.00	\$ 1,760.00	\$ 650.00
6	Special Excavation of Unsuitable Material	10	CY	\$ 40.00	\$ 400.00	\$ 150.00	\$ 1,500.00	\$ 100.00	\$ 1,000.00	\$ 200.00
7	Erosion Control	1	LS	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 9,460.00	\$ 9,460.00	\$ 5,900.00
8	Sitework	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,528.00	\$ 4,528.00	\$ 500.00
9	Crushed Surfacing Top Course	150	TN	\$ 30.00	\$ 4,500.00	\$ 42.00	\$ 6,300.00	\$ 45.00	\$ 6,750.00	\$ 19.00
10	HMA Cl. 1/2" PG 64-22	55	TN	\$ 150.00	\$ 8,250.00	\$ 100.00	\$ 5,500.00	\$ 216.00	\$ 11,880.00	\$ 98.00
11	Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00	\$ 12,785.00	\$ 12,785.00	\$ 1,700.00
12	Concrete Foundation and Pump Station Building	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 47,000.00	\$ 47,000.00	\$ 49,225.00	\$ 49,225.00	\$ 43,000.00
13	Booster Pump Station	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00	\$ 80,000.00	\$ 91,546.00	\$ 91,546.00	\$ 78,000.00
14	Piping, Valves, and Appurtenances	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 28,785.00	\$ 28,785.00	\$ 26,500.00
15	Electrical Service	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
16	Electrical, Instrumentation, and Telemetry	1	LS	\$ 85,000.00	\$ 85,000.00	\$ 33,000.00	\$ 33,000.00	\$ 147,435.00	\$ 147,435.00	\$ 42,000.00
				Subtotal	\$ 289,150.00		\$ 247,000.00		\$ 421,982.00	
				Sales Tax (8.4%)	\$ 24,300.00		\$ 20,748.00		\$ 35,446.49	
				Subtotal	\$ 313,450.00		\$ 267,748.00		\$ 457,428.49	
				TOTAL CONSTRUCTION COST (SCHEDULE A)	\$ 313,450.00		\$ 267,748.00		\$ 457,428.49	

SCHEDULE B - Northridge Water Main

NO.	ITEM	QUANTITY		Unit Price	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE
1	Mobilization and Demobilization	1	LS	\$16,000.00	\$16,000.00	\$10,000.00	\$10,000.00	\$25,010.00	\$25,010.00	\$14,600.00
2	Unexpected Site Conditions	1	CAL	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$6,550.00	\$6,550.00	\$800.00
4	Locate Existing Utilities	1	LS	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$760.00	\$760.00	\$2,000.00
5	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$7,072.00	\$7,072.00	\$3,400.00
6	Special Excavation of Unsuitable Materials	20	CY	\$30.00	\$600.00	\$80.00	\$1,600.00	\$108.00	\$2,160.00	\$200.00
7	Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$4,895.00	\$4,895.00	\$450.00
8	Trench Excavation Safety Systems	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00	\$500.00
9	Foundation Material	45	CY	\$30.00	\$1,350.00	\$55.00	\$2,475.00	\$55.00	\$2,475.00	\$37.00
10	Crushed Surfacing Top Course	625	TN	\$30.00	\$18,750.00	\$1.00	\$625.00	\$45.00	\$28,125.00	\$19.00
11	HMA CL. 1/2" PG 64-22	205	TN	\$150.00	\$30,750.00	\$100.00	\$20,500.00	\$159.00	\$32,595.00	\$98.00
12	Sawcutting	1100	LF	\$2.50	\$2,750.00	\$1.70	\$1,870.00	\$1.30	\$1,430.00	\$3.00
13	Planing Bituminous Pavement	1300	SY	\$9.00	\$11,700.00	\$4.50	\$5,850.00	\$4.60	\$5,980.00	\$4.50
14	Restoration	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$12,773.00	\$12,773.00	\$5,800.00

Attachment: Cemetery Booster Station Bid Tabs (Approval of Cemetary Booster and Northridge Water Main Project Construction Contract)

15	Controlled Density Fill	10	CY	\$120.00	\$1,200.00	\$150.00	\$1,500.00	\$285.00	\$2,850.00	\$285.00
16	8-inch DI Water Pipe, Including Fittings	70	LF	\$75.00	\$5,250.00	\$120.00	\$8,400.00	\$110.00	\$7,700.00	\$75.00
17	4-inch DI Water Pipe, Including Fittings	785	LF	\$30.00	\$23,550.00	\$65.00	\$51,025.00	\$60.00	\$47,100.00	\$57.00
18	Additional Fittings	750	LBS	\$3.00	\$2,250.00	\$2.25	\$1,687.50	\$6.00	\$4,500.00	\$8.00
19	Hot Tap Connection and Tapping Valve	1	EA	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$5,630.00	\$5,630.00	\$4,100.00
20	2" PRV Station	1	EA	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$9,300.00	\$9,300.00	\$10,800.00
21	Blowoff Assembly	1	EA	\$2,500.00	\$2,500.00	\$1,700.00	\$1,700.00	\$2,400.00	\$2,400.00	\$1,100.00
22	Fire Hydrant Assembly	1	EA	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$5,940.00	\$5,940.00	\$5,200.00
23	Relocate Water Service Riverview Drive	2	EA	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$4,475.00	\$8,950.00	\$2,100.00
24	Bored Water Service	2	EA	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$9,788.00	\$19,576.00	\$3,000.00
25	Water Service	10	EA	\$750.00	\$7,500.00	\$1,500.00	\$15,000.00	\$1,925.00	\$19,250.00	\$1,600.00
26	Meter Box	14	EA	\$750.00	\$10,500.00	\$200.00	\$2,800.00	\$870.00	\$12,180.00	\$300.00
27	Tree Removal	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$100.00

	Subtotal	\$187,150.00		\$182,332.50		\$297,101.00
	Sales Tax (8.4%)	\$15,720.60		\$15,315.93		\$24,956.48
	Subtotal	\$202,870.60		\$197,648.43		\$322,057.48

	TOTAL EST CONSTRUCTION COST (SCHEDULE B)	\$203,000.00		\$197,648.43		\$322,057.48
--	--	--------------	--	--------------	--	--------------

ADDITIVE SCHEDULE C - Pave East Side of Northridge Drive

NO.	ITEM	QUANTITY		PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE
1	Planing Bituminous Pavement	1300	SY	\$9.00	\$11,700.00	\$2.00	\$2,600.00	\$5.00	\$6,500.00	\$4.00
2	HMA CL. 1/2" PG 64-22	165	TN	\$150.00	\$24,750.00	\$100.00	\$16,500.00	\$187.00	\$30,855.00	\$98.00

	Subtotal	\$36,450.00		\$19,100.00		\$37,355.00
	Sales Tax (8.4%)	\$3,061.80		\$1,604.40		\$3,137.82
	TOTAL CONSTRUCTION COSTS (SCHEDULE C)	\$39,511.80		\$20,704.40		\$40,492.82

	TOTAL CONSTRUCTION COST (SCHEDULE A)	\$313,450.00		\$267,748.00		\$457,428.49
--	--------------------------------------	--------------	--	--------------	--	--------------

	TOTAL EST CONSTRUCTION COST (SCHEDULE B)	\$203,000.00		\$197,648.43		\$322,057.48
--	--	--------------	--	--------------	--	--------------

	TOTAL CONSTRUCTION COST (A AND B)	\$516,450.00		\$465,396.43		\$779,485.97
--	-----------------------------------	--------------	--	--------------	--	--------------

	TOTAL ESTE CONSTRUCTION COST (SCHEDULES A, B AND C (ADDITIVE)	\$555,961.80		\$486,100.83		\$819,978.79
--	---	--------------	--	--------------	--	--------------

Bids Tabulated by: Lisa Blake
Bids Reviewed by:

Note: Clark & Sons - Section A, B, and C wrote \$477,428.83. A difference of \$8,672.00. They remained the apparent low bidder.

ing Specialists LLC
mbia Blvd
WA 98632

Tapani Inc
1904 SE 64th Pl
Battle Ground, WA 98604

Amount	Unit Price	Amount
\$ 31,500.00	\$ 30,000.00	\$ 30,000.00
\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 8,800.00	\$ 25,000.00	\$ 25,000.00
\$ 1,200.00	\$ 3,000.00	\$ 3,000.00
\$ 650.00	\$ 500.00	\$ 500.00
\$ 2,000.00	\$ 90.00	\$ 900.00
\$ 5,900.00	\$ 850.00	\$ 850.00
\$ 500.00	\$ 2,600.00	\$ 2,600.00
\$ 2,850.00	\$ 20.00	\$ 3,000.00
\$ 5,390.00	\$ 105.00	\$ 5,775.00
\$ 1,700.00	\$ 750.00	\$ 750.00
\$ 43,000.00	\$ 40,000.00	\$ 40,000.00
\$ 78,000.00	\$ 63,200.00	\$ 63,200.00
\$ 26,500.00	\$ 30,000.00	\$ 30,000.00
\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
\$ 42,000.00	\$ 86,500.00	\$ 86,500.00
\$ 264,990.00		\$ 307,075.00
\$ 22,259.16		\$ 25,794.30
\$ 287,249.16		\$ 332,869.30
\$ 287,249.16		\$ 332,869.30

AMOUNT	PRICE	AMOUNT
\$14,600.00	\$19,000.00	\$19,000.00
\$5,000.00	\$5,000.00	\$5,000.00
\$800.00	\$5,000.00	\$5,000.00
\$2,000.00	\$2,000.00	\$2,000.00
\$3,400.00	\$1,500.00	\$1,500.00
\$4,000.00	\$45.00	\$900.00
\$450.00	\$2,100.00	\$2,100.00
\$500.00	\$3,800.00	\$3,800.00
\$1,665.00	\$75.00	\$3,375.00
\$11,875.00	\$20.00	\$12,500.00
\$20,090.00	\$105.00	\$21,525.00
\$3,300.00	\$1.80	\$1,980.00
\$5,850.00	\$4.75	\$6,175.00
\$5,800.00	\$2,500.00	\$2,500.00

\$2,850.00	\$150.00	\$1,500.00
\$5,250.00	\$105.00	\$7,350.00
\$44,745.00	\$45.00	\$35,325.00
\$6,000.00	\$0.25	\$187.50
\$4,100.00	\$7,800.00	\$7,800.00
\$10,800.00	\$5,500.00	\$5,500.00
\$1,100.00	\$1,450.00	\$1,450.00
\$5,200.00	\$5,900.00	\$5,900.00
\$4,200.00	\$3,900.00	\$7,800.00
\$6,000.00	\$10,500.00	\$21,000.00
\$16,000.00	\$1,000.00	\$10,000.00
\$4,200.00	\$500.00	\$7,000.00
\$100.00	\$8,000.00	\$8,000.00
\$189,875.00		\$206,167.50
\$15,949.50		\$17,318.07
\$205,824.50		\$223,485.57
\$205,824.50		\$223,485.57

AMOUNT	PRICE	AMOUNT
\$5,200.00	\$4.75	\$6,175.00
\$16,170.00	\$95.00	\$15,675.00
\$21,370.00		\$21,850.00
\$1,795.08		\$1,835.40
\$23,165.08		\$23,685.40
\$287,249.16		\$332,869.30
\$205,824.50		\$223,485.57
\$493,073.66		\$556,354.87
\$516,238.74		\$580,040.27

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: March 22, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Bid Award for NW Hillhurst Road Improvements

GOVERNING LEGISLATION:

Revised Code of Washington Title 35 – Cities and Towns

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

The City's Parks Plan identifies a Community Park in the Southern portion of the City off of Hillhurst Road. This park has come to be known as the Ridgefield Outdoor Recreation Complex, or RORC. The City has been working with the Ridgefield School District, community stakeholders, and the public since 2015 on the master planning for this park. The project will be a partnership with the School District and will share a site with the planned 5-6 and 7-8 schools campus. The park will feature 6 multi-use sports fields, a community building, playground, trails, and picnic shelters and improvements to Hillhurst Road.

In 2017 the City contracted with a team of design consultants headed up by PBS Engineering and Environmental to complete design of the project. The project was broken into several phases of construction to allow the project to be completed by August of 2018. Bids for the Hillhurst Improvements were opened on March 13th. The City received six bids, with the low bid submitted by Tapani Underground of Battle Ground WA.

BUDGET/FINANCIAL IMPACTS:

The Tapani bid of \$2,148,644.15 is lower than the amount estimated by the Design Engineer and the amount included in the 2018 budget for this project.

RECOMMENDED ACTION OR MOTION:

Staff recommends awarding Schedule A, B and C of the construction contract to Tapani. A suggested motion is:

"I move to award the NW Hillhurst Road Improvements Project to Tapani in the amount of \$2,148,644.15"

STAFF CONTACT: Bryan Kast, Public Works Director
ATTACHMENTS: NW Hillhurst Road Frontage Bid Tabs (XLSX)

CITY OF RIDGEFIELD
NW Hillhurst Road Frontage Improvements
Bid Opening Date: Tuesday, March 13, 2018
Locatoin: City Hall
Bid Opening Time: 4PM

BID SET CONSTRUCTION COST ESTIMATE

ENGINEER'S ESTIMATE

Tapani Inc.
1904 SE 6th Place
Battle Ground, WA 98604

Advanced Excavating Specialist LLC
1010 Columbia Boulevard
Longview, WA 98632

Columbia Pacific Construction
175 Hansen Lane
Woodland, WA 98674

Nutter Corporation
7211-A NE 43rd Ave
Vancouver, WA 98661

Clark & Sons Excavating
7601 NE 289th
Battle Ground, WA 98604

Thompson Bros Excavating Inc.
18211 NE Fourth Plain Rd
Vancouver, WA 98682

Item No.	Quantity	Unit	Description	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
SCHEDULE A - HILLHURST ROAD IMPROVEMENTS															
DIVISION 1 GENERAL															
1A	1	LS	Mobilization	\$ 185,000.00	\$ 185,000	100,000.00	\$ 100,000.00	150,000.00	\$ 150,000.00	42,394.59	\$ 42,394.59	201,999.65	\$ 201,999.65	200,000.00	\$ 200,000.00
2A	1	CALC	Minor Change	\$ 5,000.00	\$ 5,000	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00
3A	1	LS	Roadway Surveying	\$ 42,500.00	\$ 42,500	12,000.00	\$ 12,000.00	28,000.00	\$ 28,000.00	33,110.12	\$ 33,110.12	20,000.00	\$ 20,000.00	26,000.00	\$ 26,000.00
4A	1	LS	ADA Features Surveying	\$ 7,000.00	\$ 7,000	1,000.00	\$ 1,000.00	3,000.00	\$ 3,000.00	4,257.36	\$ 4,257.36	2,000.00	\$ 2,000.00	1,500.00	\$ 1,500.00
5A	1	LS	SPCC Plan	\$ 1,500.00	\$ 1,500	1,000.00	\$ 1,000.00	300.00	\$ 300.00	796.56	\$ 796.56	1,000.00	\$ 1,000.00	500.00	\$ 500.00
6A	1	LS	Project Temporary Traffic Control	\$ 100,000.00	\$ 100,000	7,500.00	\$ 7,500.00	10,000.00	\$ 10,000.00	11,980.91	\$ 11,980.91	22,000.00	\$ 22,000.00	5,000.00	\$ 5,000.00
7A	1	LS	Traffic Control Supervisor	\$ 25,000.00	\$ 25,000	7,500.00	\$ 7,500.00	25,000.00	\$ 25,000.00	36,834.14	\$ 36,834.14	25,000.00	\$ 25,000.00	5,000.00	\$ 5,000.00
8A	1200	HR	Flaggers	\$ 60.00	\$ 72,000	55.00	\$ 66,000.00	54.00	\$ 64,800.00	59.60	\$ 71,520.00	54.00	\$ 64,800.00	65.00	\$ 78,000.00
DIVISION 2 EARTHWORK															
9A	2.85	AC	Clearing and Grubbing	\$ 10,000.00	\$ 28,500	12,000.00	\$ 34,200.00	8,000.00	\$ 22,800.00	2,151.35	\$ 6,131.35	12,000.00	\$ 34,200.00	19,000.00	\$ 54,150.00
10A	1	LS	Removal of Structures and Obstructions	\$ 5,000.00	\$ 5,000	10,000.00	\$ 10,000.00	27,000.00	\$ 27,000.00	32,698.45	\$ 32,698.45	30,000.00	\$ 30,000.00	12,000.00	\$ 12,000.00
11A	7,200	CY	Roadway Excavation Incl. Haul	\$ 25.00	\$ 180,000	22.00	\$ 158,400.00	16.00	\$ 115,200.00	21.94	\$ 157,968.00	20.00	\$ 144,000.00	21.00	\$ 151,200.00
12A	675	CY	Unsuitable Foundation Excavation Incl. Haul	\$ 25.00	\$ 16,875	25.00	\$ 16,875.00	85.00	\$ 57,375.00	71.05	\$ 47,958.75	70.00	\$ 47,250.00	31.00	\$ 20,925.00
13A	4,950	TON	Gravel Borrow Incl. Haul	\$ 20.00	\$ 99,000	0.10	\$ 495.00	17.00	\$ 84,150.00	31.90	\$ 157,905.00	31.00	\$ 153,450.00	25.00	\$ 123,750.00
14A	2,350	CY	Embankment Compaction	\$ 5.00	\$ 11,750	4.00	\$ 9,400.00	2.00	\$ 4,700.00	31.15	\$ 73,202.50	3.00	\$ 7,050.00	10.00	\$ 23,500.00
DIVISION 4 BASES															
15A	8,620	TON	Crushed Surfacing Base Course	\$ 25.00	\$ 215,500	29.00	\$ 249,980.00	27.00	\$ 232,740.00	24.81	\$ 213,862.20	27.00	\$ 232,740.00	27.50	\$ 237,050.00
DIVISION 5 SURFACE TREATMENTS & PAVEMENTS															
16A	25	TON	Commercial HMA	\$ 125.00	\$ 3,125	105.00	\$ 2,625.00	107.00	\$ 2,675.00	121.64	\$ 3,041.00	140.00	\$ 3,500.00	87.00	\$ 2,175.00
17A	3,055	TON	HMA CL 1/2 In. PG 70-22	\$ 100.00	\$ 305,500	88.00	\$ 268,840.00	83.00	\$ 253,565.00	99.63	\$ 304,369.65	87.00	\$ 265,785.00	87.00	\$ 265,785.00
DIVISION 7 DRAINAGE STRUCTURES, STORM & SANITARY SEWERS, WATER MAINS, & CONDUITS															
18A	835	LF	Underdrain Pipe 8 In. Diam.	\$ 16.00	\$ 13,360	5.00	\$ 4,175.00	49.00	\$ 40,915.00	23.79	\$ 19,864.65	27.00	\$ 22,545.00	22.00	\$ 18,370.00
19A	1265	LF	Underdrain Pipe 12 In. Diam.	\$ 20.00	\$ 25,300	15.00	\$ 18,975.00	75.00	\$ 94,875.00	26.37	\$ 33,358.05	40.00	\$ 50,600.00	36.00	\$ 45,540.00
20A	298	LF	Schedule A Storm Sewer Pipe 12 In. Diam.	\$ 80.00	\$ 23,840	45.00	\$ 13,410.00	52.00	\$ 15,496.00	41.87	\$ 12,477.26	52.00	\$ 15,496.00	40.00	\$ 11,920.00
21A	610	LF	Schedule A Storm Sewer Pipe 18 In. Diam.	\$ 95.00	\$ 57,950	35.00	\$ 21,350.00	66.00	\$ 40,260.00	45.26	\$ 27,608.60	57.00	\$ 34,770.00	57.00	\$ 34,770.00
22A	2	EA	Connect to Existing Pipe	\$ 300.00	\$ 600	1,200.00	\$ 2,400.00	1,100.00	\$ 2,200.00	1,863.21	\$ 3,726.42	500.00	\$ 1,000.00	1,000.00	\$ 2,000.00
23A	3,000	LF	Trench Safety System	\$ 1.00	\$ 3,000	1.00	\$ 3,000.00	1.00	\$ 3,000.00	1.17	\$ 3,510.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00
24A	7	EA	PVC Catch Basin 18 In. Diam. With Beehive Grate	\$ 1,500.00	\$ 10,500	1,450.00	\$ 10,150.00	1,000.00	\$ 7,000.00	2,029.81	\$ 14,208.67	1,100.00	\$ 7,700.00	1,000.00	\$ 7,000.00
25A	1	EA	PVC Catch Basin 24 In. Diam. With Beehive Grate	\$ 2,000.00	\$ 2,000	1,550.00	\$ 1,550.00	3,800.00	\$ 3,800.00	2,146.27	\$ 2,146.27	1,200.00	\$ 1,200.00	2,000.00	\$ 2,000.00
26A	2	EA	PVC Catch Basin 24 In. Diam. With Solid Lid	\$ 2,000.00	\$ 4,000	1,550.00	\$ 3,100.00	2,700.00	\$ 5,400.00	2,144.75	\$ 4,289.50	1,300.00	\$ 2,600.00	1,700.00	\$ 3,400.00
27A	1	EA	PVC Catch Basin 30 In. Diam. With Beehive Grate	\$ 2,500.00	\$ 2,500	2,000.00	\$ 2,000.00	4,500.00	\$ 4,500.00	121.64	\$ 121.64	2,500.00	\$ 2,500.00	2,600.00	\$ 2,600.00
28A	2	EA	Manhole 48 In. Diam. Type 1	\$ 3,750.00	\$ 7,500	4,250.00	\$ 8,500.00	3,000.00	\$ 6,000.00	2,122.41	\$ 4,244.82	3,000.00	\$ 6,000.00	5,200.00	\$ 10,400.00
29A	23	EA	Storm Cleanout	\$ 500.00	\$ 11,500	350.00	\$ 8,050.00	500.00	\$ 11,500.00	384.90	\$ 8,852.70	350.00	\$ 8,050.00	300.00	\$ 6,900.00

Attachment: NW Hillhurst Road Frontage Bid Tabs (Approval of Bid Award for NW Hillhurst Road Improvements)

DIVISION 8 MISCELLANEOUS CONSTRUCTION																															
30A	20	DAY	ESC Lead	\$	100.00	\$	2,000		40.00	\$	800.00		70.00	\$	1,400.00		637.24	\$	12,744.80		60.00	\$	1,200.00		180.00	\$	3,600.00		50.00	\$	1,000.00
31A	1	LS	Erosion Control and Water Pollution Prevention	\$	11,500.00	\$	11,500		35,000.00	\$	35,000.00		17,000.00	\$	17,000.00		14,062.70	\$	14,062.70		15,000.00	\$	15,000.00		25,000.00	\$	25,000.00		20,000.00	\$	20,000.00
32A	7,523	SF	Native Seed Mix	\$	0.50	\$	3,762		0.25	\$	1,880.75		0.26	\$	1,955.98		0.24	\$	1,805.52		0.25	\$	1,880.75		0.20	\$	1,504.60		0.25	\$	1,880.75
33A	24,451	SF	Lawn Seed Mix	\$	0.30	\$	7,335		0.10	\$	2,445.10		0.15	\$	3,667.65		0.12	\$	2,934.12		0.20	\$	4,890.20		0.10	\$	2,445.10		0.15	\$	3,667.65
34A	1,533	SY	Biodegradable Erosion Control Blanket	\$	6.50	\$	9,965		4.00	\$	6,132.00		2.00	\$	3,066.00		2.65	\$	4,062.45		3.50	\$	5,365.50		4.00	\$	6,132.00		3.50	\$	5,365.50
35A	6	EA	Woody Debris	\$	800.00	\$	4,800		1,350.00	\$	8,100.00		1,000.00	\$	6,000.00		1,594.92	\$	9,569.52		350.00	\$	2,100.00		500.00	\$	3,000.00		3,000.00	\$	18,000.00
36A	37	EA	PSIPE - Acer Rubrum 'Red Sunset'	\$	475.00	\$	17,575		180.00	\$	6,660.00		270.00	\$	9,990.00		332.07	\$	12,286.59		310.00	\$	11,470.00		300.00	\$	11,100.00		300.00	\$	11,100.00
37A	37	EA	PSIPE - Fraxinus Pennsylvanica 'Autumn Purple'	\$	475.00	\$	17,575		180.00	\$	6,660.00		285.00	\$	10,545.00		332.07	\$	12,286.59		310.00	\$	11,470.00		300.00	\$	11,100.00		300.00	\$	11,100.00
38A	766	EA	PSIPE - Cornus Sericea Kelseyi	\$	22.50	\$	17,235		5.25	\$	4,021.50		12.00	\$	9,192.00		9.73	\$	7,453.18		8.00	\$	6,128.00		12.00	\$	9,192.00		9.00	\$	6,894.00
39A	766	EA	PSIPE - Mahonia Nervosa	\$	22.50	\$	17,235		6.50	\$	4,979.00		13.00	\$	9,958.00		9.73	\$	7,453.18		8.00	\$	6,128.00		14.00	\$	10,724.00		9.00	\$	6,894.00
40A	809	EA	PSIPE - Arctostaphylos Uva-Ursi	\$	22.50	\$	18,203		5.50	\$	4,449.50		13.00	\$	10,517.00		9.73	\$	7,871.57		8.00	\$	6,472.00		14.00	\$	11,326.00		9.00	\$	7,281.00
41A	766	EA	PSIPE - Acorus Gramineus 'Ogon'	\$	22.50	\$	17,235		6.25	\$	4,787.50		12.00	\$	9,192.00		13.38	\$	10,249.08		8.00	\$	6,128.00		13.00	\$	9,958.00		13.00	\$	9,958.00
42A	984	EA	PSIPE - Carex Obnupta	\$	8.50	\$	8,364		2.25	\$	2,214.00		4.00	\$	3,936.00		4.87	\$	4,792.08		3.00	\$	2,952.00		3.00	\$	2,952.00		5.00	\$	4,920.00
43A	984	EA	PSIPE - Carex Stipata	\$	8.50	\$	8,364		2.25	\$	2,214.00		4.00	\$	3,936.00		4.87	\$	4,792.08		3.00	\$	2,952.00		3.00	\$	2,952.00		5.00	\$	4,920.00
44A	984	EA	PSIPE - Eleocharis Palustris	\$	8.50	\$	8,364		2.25	\$	2,214.00		4.00	\$	3,936.00		5.47	\$	5,382.48		3.00	\$	2,952.00		3.00	\$	2,952.00		5.00	\$	4,920.00
45A	984	EA	PSIPE - Juncus Effusus	\$	8.50	\$	8,364		2.25	\$	2,214.00		4.00	\$	3,936.00		4.87	\$	4,792.08		3.00	\$	2,952.00		3.00	\$	2,952.00		5.00	\$	4,920.00
46A	984	EA	PSIPE - Juncus Patens	\$	8.50	\$	8,364		2.25	\$	2,214.00		4.00	\$	3,936.00		4.87	\$	4,792.08		3.00	\$	2,952.00		3.00	\$	2,952.00		5.00	\$	4,920.00
47A	30	CY	Topsoil Type A	\$	38.00	\$	1,140		45.00	\$	1,350.00		81.00	\$	2,430.00		47.44	\$	1,423.20		55.00	\$	1,650.00		56.00	\$	1,680.00		45.00	\$	1,350.00
48A	12	CY	Mulch	\$	45.00	\$	540		45.00	\$	540.00		61.00	\$	732.00		47.44	\$	569.28		70.00	\$	840.00		67.00	\$	804.00		45.00	\$	540.00
49A	1	LS	Irrigation System	\$	24,600.00	\$	24,600		30,000.00	\$	30,000.00		30,000.00	\$	30,000.00		46,344.43	\$	46,344.43		33,000.00	\$	33,000.00		30,000.00	\$	30,000.00		52,000.00	\$	52,000.00
50A	28	EA	Curb Scupper	\$	500.00	\$	14,000		205.00	\$	5,740.00		75.00	\$	2,100.00		48.66	\$	1,362.48		60.00	\$	1,680.00		45.00	\$	1,260.00		50.00	\$	1,400.00
51A	52	LF	Cement Conc. Pedestrian Curb	\$	30.00	\$	1,560		16.00	\$	832.00		17.50	\$	910.00		30.04	\$	1,562.08		27.00	\$	1,404.00		50.00	\$	2,600.00		18.00	\$	936.00
52A	2,480	LF	Cement Conc. Traffic Curb and Gutter	\$	35.00	\$	86,800		15.00	\$	37,200.00		12.00	\$	29,760.00		19.94	\$	49,451.20		14.00	\$	34,720.00		15.00	\$	37,200.00		14.00	\$	34,720.00
53A	240	SY	Cement Concrete Driveway Entrance Type Commercial	\$	50.00	\$	12,000		110.00	\$	26,400.00		85.00	\$	20,400.00		94.21	\$	22,610.40		92.00	\$	22,080.00		115.00	\$	27,600.00		78.00	\$	18,720.00
54A	6	EA	Monument Case, Cover, and Pipe	\$	400.00	\$	2,400		430.00	\$	2,580.00		500.00	\$	3,000.00		1,972.84	\$	11,837.04		200.00	\$	1,200.00		560.00	\$	3,360.00		100.00	\$	600.00
55A	1,660	SY	Cement Conc. Sidewalk	\$	100.00	\$	166,000		52.00	\$	86,320.00		56.00	\$	92,960.00		48.10	\$	79,846.00		56.00	\$	92,960.00		55.00	\$	91,300.00		49.00	\$	81,340.00
56A	4	EA	Cement Conc. Curb Ramp Type Combination	\$	1,500.00	\$	6,000		1,500.00	\$	6,000.00		2,000.00	\$	8,000.00		1,426.90	\$	5,707.60		1,200.00	\$	4,800.00		6,500.00	\$	26,000.00		1,800.00	\$	7,200.00
57A	4	EA	Cement Conc. Curb Ramp Type Single Direction	\$	1,500.00	\$	6,000		1,500.00	\$	6,000.00		1,800.00	\$	7,200.00		1,426.90	\$	5,707.60		1,200.00	\$	4,800.00		6,500.00	\$	26,000.00		1,800.00	\$	7,200.00
58A	20	SF	Detectable Warning Surface	\$	46.00	\$	920		38.00	\$	760.00		35.00	\$	700.00		42.57	\$	851.40		36.00	\$	720.00		40.00	\$	800.00		40.00	\$	800.00
59A	28	EA	Quarry Spall Splash Pad	\$	50.00	\$	1,400		125.00	\$	3,500.00		120.00	\$	3,360.00		912.40	\$	25,547.20		100.00	\$	2,800.00		150.00	\$	4,200.00		400.00	\$	11,200.00
60A	5	EA	Outfall Quarry Spall Apron	\$	75.00	\$	375		375.00	\$	1,875.00		500.00	\$	2,500.00		745.93	\$	3,729.65		300.00	\$	1,500.00		1,100.00	\$	5,500.00		600.00	\$	3,000.00
61A	1	LS	Illumination System	\$	390,000.00	\$	390,000		244,000.00	\$	244,000.00		270,000.00	\$	270,000.00		329,775.45	\$	329,775.45		245,000.00	\$	245,000.00		270,000.00	\$	270,000.00		310,000.00	\$	310,000.00
62A	1	LS	School Flasher Systems	\$	20,000.00	\$	20,000		30,000.00	\$	30,000.00		20,000.00	\$	20,000.00		22,302.49	\$	22,302.49		31,000.00	\$	31,000.00		32,000.00	\$	32,000.00		40,000.00	\$	40,000.00
63A	1	LS	Permanent Signing	\$	5,000.00	\$	5,000		5,000.00	\$	5,000.00		15,000.00	\$	15,000.00		17,799.94	\$	17,799.94		9,000.00	\$	9,000.00		4,300.00	\$	4,300.00		15,000.00	\$	15,000.00
64A	4,830	LF	Plastic Line	\$	0.75	\$	3,623		2.00	\$	9,660.00		1.77	\$	8,549.10		2.15	\$	10,384.50		2.00	\$	9,660.00		2.00	\$	9,660.00		1.50	\$	7,245.00
65A	3,430	LF	Plastic Wide Lane Line	\$	1.00	\$	3,430		0.75	\$	2,572.50		2.00	\$	6,860.00		0.95	\$	3,258.50		0.80	\$	2,744.00		0.80	\$	2,744.00		3.75	\$	12,862.50
66A	65	LF	Plastic Stop Line	\$	7.00	\$	455		3.00	\$	195.00		20.30	\$	1,319.50		3.65	\$	237.25		3.00	\$	195.00		3.40	\$	221.00		14.00	\$	910.00
6																															

Attachment: NW Hillhurst Road Frontage Bid Tabs (Approval of Bid Award for NW Hillhurst Road Improvements)

SCHEDULE B - ROYLE ROAD IMPROVEMENTS																									
DIVISION 1 GENERAL																									
1B	1	LS	Mobilization	\$	3,700.00	\$	3,700	5,000.00	\$	5,000.00	18,500.00	\$	18,500.00	11,057.17	\$	11,057.17	44,000.00	\$	44,000.00	40,000.00	\$	40,000.00	10,000.00	\$	10,000.00
2B	1	CALC	Minor Change	\$	5,000.00	\$	5,000	5,000.00	\$	5,000.00	5,000.00	\$	5,000.00	5,000.00	\$	5,000.00	5,000.00	\$	5,000.00	5,000.00	\$	5,000.00	5,000.00	\$	5,000.00
3B	1	LS	Roadway Surveying	\$	1,300.00	\$	1,300	2,000.00	\$	2,000.00	3,500.00	\$	3,500.00	4,482.39	\$	4,482.39	2,500.00	\$	2,500.00	2,200.00	\$	2,200.00	6,000.00	\$	6,000.00
4B	400	HR	Flaggers	\$	55.00	\$	22,000	55.00	\$	22,000.00	54.00	\$	21,600.00	59.60	\$	23,840.00	54.00	\$	21,600.00	60.00	\$	24,000.00	55.00	\$	22,000.00
DIVISION 2 EARTHWORK																									
5B	785	CY	Roadway Excavation Incl. Haul	\$	5.00	\$	3,925	18.00	\$	14,130.00	33.00	\$	25,905.00	24.22	\$	19,012.70	26.00	\$	20,410.00	21.00	\$	16,485.00	18.00	\$	14,130.00
6B	5	CY	Embankment Compaction	\$	115.00	\$	575	5.50	\$	27.50	18.00	\$	90.00	95.30	\$	476.50	50.00	\$	250.00	190.00	\$	950.00	10.00	\$	50.00
DIVISION 4 BASES																									
7B	730	TON	Crushed Surfacing Base Course	\$	25.00	\$	18,250	29.00	\$	21,170.00	32.00	\$	23,360.00	34.80	\$	25,404.00	35.00	\$	25,550.00	36.00	\$	26,280.00	32.00	\$	23,360.00
DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS																									
8B	1.95	TON	Asphalt for Fog Seal	\$	2,000.00	\$	3,900	1,000.00	\$	1,950.00	1,000.00	\$	1,950.00	1,216.38	\$	2,371.94	10,000.00	\$	19,500.00	1,120.00	\$	2,184.00	2,000.00	\$	3,900.00
9B	15	TON	Commercial HMA	\$	125.00	\$	1,875	105.00	\$	1,575.00	110.00	\$	1,650.00	211.39	\$	3,170.85	165.00	\$	2,475.00	87.00	\$	1,305.00	200.00	\$	3,000.00
10B	265	TON	HMA CL 1/2 In. PG 70-22	\$	100.00	\$	26,500	105.00	\$	27,825.00	105.00	\$	27,825.00	129.26	\$	34,253.90	109.00	\$	28,885.00	87.00	\$	23,055.00	120.00	\$	31,800.00
DIVISION 7 SURFACE DRAINAGE STRUCTURES, STORM SEWERS, AND CONDUITS																									
11B	350	LF	Perforated Drain Trench	\$	25.00	\$	8,750	10.00	\$	3,500.00	79.00	\$	27,650.00	29.67	\$	10,384.50	22.00	\$	7,700.00	15.00	\$	5,250.00	31.00	\$	10,850.00
12B	40	LF	Schedule A Storm Sewer Pipe 8 In. Diam.	\$	70.00	\$	2,800	40.00	\$	1,600.00	45.00	\$	1,800.00	42.69	\$	1,707.60	44.00	\$	1,760.00	90.00	\$	3,600.00	60.00	\$	2,400.00
13B	144	LF	Schedule A Storm Sewer Pipe 10 In. Diam.	\$	75.00	\$	10,800	45.00	\$	6,480.00	53.00	\$	7,632.00	59.39	\$	8,552.16	47.00	\$	6,768.00	53.00	\$	7,632.00	65.00	\$	9,360.00
14B	84	LF	Ductile Iron Storm Sewer Pipe, 10 In. Diam	\$	115.00	\$	9,660	65.00	\$	5,460.00	130.00	\$	10,920.00	192.39	\$	16,160.76	87.00	\$	7,308.00	77.00	\$	6,468.00	100.00	\$	8,400.00
15B	1	EA	Connect to Existing Pipe	\$	300.00	\$	300	1,200.00	\$	1,200.00	750.00	\$	750.00	608.19	\$	608.19	500.00	\$	500.00	500.00	\$	500.00	1,500.00	\$	1,500.00
16B	270	LF	Trench Safety System	\$	1.00	\$	270	3.00	\$	810.00	5.00	\$	1,350.00	1.15	\$	310.50	2.00	\$	540.00	1.00	\$	270.00	2.00	\$	540.00
17B	3	EA	PVC Catch Basin 24 In. Diam. With Beehive Grate	\$	2,000.00	\$	6,000	1,550.00	\$	4,650.00	3,800.00	\$	11,400.00	2,085.63	\$	6,256.89	1,200.00	\$	3,600.00	1,300.00	\$	3,900.00	2,000.00	\$	6,000.00
18B	3	EA	PVC Catch Basin 24 In. Diam. With Solid Lid	\$	2,000.00	\$	6,000	1,550.00	\$	4,650.00	3,500.00	\$	10,500.00	1,997.14	\$	5,991.42	1,000.00	\$	3,000.00	1,105.00	\$	3,315.00	2,000.00	\$	6,000.00
DIVISION 8 MISCELLANEOUS CONSTRUCTION																									
19B	350	LF	Extruded Curb	\$	40.00	\$	14,000	16.00	\$	5,600.00	21.00	\$	7,350.00	18.25	\$	6,387.50	21.00	\$	7,350.00	15.00	\$	5,250.00	20.00	\$	7,000.00
20B	5,510	LF	Plastic Line	\$	0.75	\$	4,133	0.10	\$	551.00	1.70	\$	9,367.00	1.52	\$	8,375.20	0.01	\$	55.10	0.01	\$	55.10	1.50	\$	8,265.00
21B	550	LF	Plastic Wide Lane Line	\$	1.00	\$	550	0.10	\$	55.00	2.00	\$	1,100.00	3.04	\$	1,672.00	0.01	\$	5.50	0.01	\$	5.50	3.00	\$	1,650.00
22B	24	LF	Plastic Stop Line	\$	7.00	\$	168	3.00	\$	72.00	19.00	\$	456.00	14.60	\$	350.40	3.00	\$	72.00	3.50	\$	84.00	15.00	\$	360.00
23B	5	EA	Plastic Traffic Arrow	\$	550.00	\$	2,750	40.00	\$	200.00	160.00	\$	800.00	346.67	\$	1,733.35	45.00	\$	225.00	45.00	\$	225.00	300.00	\$	1,500.00
24B	1	LS	Traffic Signal System	\$	320,000.00	\$	320,000	235,000.00	\$	235,000.00	230,000.00	\$	230,000.00	290,528.46	\$	290,528.46	221,000.00	\$	221,000.00	232,000.00	\$	232,000.00	275,000.00	\$	275,000.00
25B	1	LS	Compost Amended Biofiltration Swale	\$	12,000.00	\$	12,000	5,000.00	\$	5,000.00	15,000.00	\$	15,000.00	21,370.68	\$	21,370.68	5,500.00	\$	5,500.00	5,000.00	\$	5,000.00	30,000.00	\$	30,000.00
26B	104	SF	Gravity Block Wall	\$	45.00	\$	4,680	55.00	\$	5,720.00	65.00	\$	6,760.00	54.18	\$	5,634.72	50.00	\$	5,200.00	80.00	\$	8,320.00	50.00	\$	5,200.00
Total Schedule B				\$	489,886				\$	381,225.50		\$	472,215.00		\$	515,093.78		\$	440,753.60		\$	423,333.60		\$	493,265.00

Attachment: NW Hillhurst Road Frontage Bid Tabs (Approval of Bid Award for NW Hillhurst Road Improvements)

SCHEDULE C - WATER MAIN CONSTRUCTION																																
DIVISION 7 SURFACE DRAINAGE STRUCTURES, STORM SEWERS, AND CONDUITS																																
1C	1	LS	Mobilization	\$	1,400.00	\$	1,400		2,000.00	\$	2,000.00		3,500.00	\$	3,500.00	7,902.48	\$	7,902.48		2,000.00	\$	2,000.00		3,000.00	\$	3,000.00		5,000.00	\$	5,000.00		
2C	1	CALC	Minor Change	\$	5,000.00	\$	5,000		5,000.00	\$	5,000.00		5,000.00	\$	5,000.00	5,000.00	\$	5,000.00		5,000.00	\$	5,000.00		5,000.00	\$	5,000.00		5,000.00	\$	5,000.00		
3C	20	HR	Flaggers	\$	55.00	\$	1,100		55.00	\$	1,100.00		75.00	\$	1,500.00	59.60	\$	1,192.00		54.00	\$	1,080.00		65.00	\$	1,300.00		55.00	\$	1,100.00		
4C	75	LF	Trench Safety System	\$	5.00	\$	375		4.00	\$	300.00		10.00	\$	750.00	1.10	\$	82.50		3.00	\$	225.00		1.00	\$	75.00		5.00	\$	375.00		
5C	75	LF	Ductile Iron Pipe for Water Main 12 In. Diam.	\$	130.00	\$	9,750		150.00	\$	11,250.00		200.00	\$	15,000.00	254.28	\$	19,071.00		145.00	\$	10,875.00		120.00	\$	9,000.00		160.00	\$	12,000.00		
6C	1	EA	Blowoff Assembly	\$	2,500.00	\$	2,500		2,500.00	\$	2,500.00		1,600.00	\$	1,600.00	2,012.47	\$	2,012.47		1,900.00	\$	1,900.00		1,500.00	\$	1,500.00		3,000.00	\$	3,000.00		
7C	1	EA	Connect to Existing Water Main	\$	2,500.00	\$	2,500		7,000.00	\$	7,000.00		8,000.00	\$	8,000.00	8,410.12	\$	8,410.12		7,000.00	\$	7,000.00		8,000.00	\$	8,000.00		4,000.00	\$	4,000.00		
8C	14	EA	Adjust Valve Box	\$	150.00	\$	2,100		200.00	\$	2,800.00		100.00	\$	1,400.00	307.86	\$	4,310.04		50.00	\$	700.00		300.00	\$	4,200.00		100.00	\$	1,400.00		
Subtotal Schedule C					\$24,725.00				\$	31,950.00				\$	36,750.00			\$	47,980.61			\$	28,780.00				\$	32,075.00			\$	31,875.00
Tax (8.4%)					\$2,076.90					\$2,683.80					\$3,087.00				\$4,030.37				\$2,417.52				\$2,694.30				\$2,677.50	
Total Schedule C					\$26,801.90				\$	34,633.80					39,837.00				52,010.98				\$31,197.52				34,769.30				\$34,552.50	
Sum of Schedule A +B + C				\$	3,009,794				\$	2,148,644.15				\$2,590,880.23				\$2,772,900.27				\$2,556,077.22				\$2,562,979.85				\$2,799,629.90		
Construction Total				\$	3,009,794					\$2,148,644.15				\$2,590,880.23				\$2,772,900.27				\$2,556,077.22				\$2,562,979.85				\$2,799,629.90		

Attachment: NW Hillhurst Road Frontage Bid Tabs (Approval of Bid Award for NW Hillhurst Road Improvements)