



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, February 24, 2022
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

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

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

II. PROCLAMATION

- 1. Blood Donor Month**

III. PUBLIC COMMENT

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

IV. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the February 10, 2022 Meeting**

V. PRESENTATION

- 1. Port of Ridgefield Update, Randy Mueller**

VI. BUSINESS

- 1. Motion - Approval of Interagency Agreement Between the City of Ridgefield and City of La Center Relating to Law Enforcement Services - John Brooks, Police Chief**
- 2. Motion - Approval of Downtown Street Tree Selection - Brenda Howell, City Engineer**
- 3. Motion - Approval of an Agreement Between City of Ridgefield and Tesla, Inc - Steve Stuart, City Manager**
- 4. Resolution No. 606 - Declaring Certain Property as Surplus and Authorizing Its Disposition - Kirk Johnson, Finance Director**

VII. PUBLIC COMMENT

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

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

- 1. Council**

2. Mayor
3. City Manager

IX. ADJOURN

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

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 24, 2022
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

ACTION OR MOTION:

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

“I move to approve the consent agenda as presented”

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS: February 24, 2022 Claims Report (PDF)

City of Ridgefield

Claims Payment Report

For Approval on:

February 24, 2022

4.1.a

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ANDERSON SIGNS INC.	2569	57232	Public Works	Name Plates-Scott/Randall/Lindsay	62.06
			Community Development	Name Plates-Scott/Randall/Lindsay	31.03
			Council	Name Plates-Scott/Randall/Lindsay	31.04
			ANDERSON SIGNS INC. Total		124.13
ARAMARK UNIFORM SERVICES	32	5.29E+11	Genl Govt/Facilities	PW Floor Mats	1.92
				PW Uniforms	0.75
			Public Works	PW Floor Mats	25.81
		5.29E+11		PW Uniforms	17.79
			Genl Govt/Facilities	PW Floor Mats	1.92
				PW Uniforms	0.64
		5.29E+11	Public Works	PW Floor Mats	25.81
				PW Uniforms	15.31
			Genl Govt/Facilities	Floor Mats - City Hall/RACC/PD	9.15
		5.29E+11	Public Safety	Floor Mats - City Hall/RACC/PD	4.47
			Community Development	Floor Mats - City Hall/RACC/PD	5.77
			Genl Govt/Facilities	PW Floor Mats	1.92
		5.29E+11		PW Uniforms	0.75
			Public Works	PW Floor Mats	25.81
				PW Uniforms	17.79
		5.29E+11	Genl Govt/Facilities	Floor Mats - City Hall/RACC/PD	9.15
			Public Safety	Floor Mats - City Hall/RACC/PD	4.47
			Community Development	Floor Mats - City Hall/RACC/PD	5.77
ARAMARK UNIFORM SERVICES Total					175.00
ARBORSCAPE LTD INC	3562	22-020806	Public Works	Overlook Park Tree Removal	5,753.87
		22-020101	Public Works	Street Tree Removal	9,233.51
ARBORSCAPE LTD INC Total					14,987.38
ASSOCIATED CONSULTANTS INC.	1030	20-138-04	Community Development	Ridgefield Police Station Plan Review	3,087.80
		21-235-02	Community Development	Plan Review-Plastifab Mezzanine Addition	475.00
		21-286-01	Community Development	Carts By The Park Plan Review	855.00
		21-268-02	Community Development	Ridgefield Station Minimart Remodel	783.75
ASSOCIATED CONSULTANTS INC. Total					5,201.55
BIG TREES TODAY OF OREGON INC	3739	8469	Public Works	20% Deposit for 2 Oregon White Oak Trees at Overlook Park	3,600.00
BIG TREES TODAY OF OREGON INC Total					3,600.00
BLUEFIN PAYMENT SYSTEMS - EPAY	2827	2827-20220224A	Public Works	Customer Web Payments - Jan 2022	21.90
		2827-20220224B	Public Works	Customer Web Payments - Jan 2022	3,858.41
BLUEFIN PAYMENT SYSTEMS - EPAY Total					3,880.31
CABBROS CLEANING SERVICES LLC	3723	1892	Genl Govt/Facilities	PW Shop Janitorial Services - January 2022	105.53
				PW OPS Janitorial Services - January 2022	56.63
				City Hall Janitorial Services - January 2022	775.00
			Public Safety	PD Janitorial Services - January 2022	650.00
			Public Works	PW Shop Janitorial Services - January 2022	1,419.47
				PW OPS Janitorial Services - January 2022	762.46

Attachment: February 24, 2022 Claims Report (Approval of Claims And/Or Payroll)

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CABBROS CLEANING SERVICES LLC	3723	1892	Community Development	PW OPS Janitorial Services - January 2022	118.41
		1900	Genl Govt/Facilities	PW Shop Supplies	27.46
			Public Works	PW Shop Supplies	369.63
CABBROS CLEANING SERVICES LLC Total					4,284.59
CARASOFT TECHNOLOGY CORPORATION	2500	32766167.00INV	Information Technology	Granicus Agenda and Minutes 4/2022-4/2023	9,457.08
CARASOFT TECHNOLOGY CORPORATION Total					9,457.08
CFM STRATEGIC COMMUNICATIONS INC.	2551	26428	Genl Govt/Facilities	Lobbyist-Jan 2022	5,200.00
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00
CHARGEPOINT INC	3734	IN129751	Public Works	Charge Point Electric Vehicle 5 year Subscription	2,211.36
CHARGEPOINT INC Total					2,211.36
CITY OF RIDGEFIELD WATER & STORM - EPAY	96	005815-000-202112A	Public Works	109 W Division WWTP - Water	0.01
		006419-000-202112	Public Works	301 N 3rd Ave CDD - Storm	32.54
			Community Development	301 N 3rd Ave CDD - Storm	32.53
CITY OF RIDGEFIELD WATER & STORM - EPAY Total					65.08
CITY OF VANCOUVER	97	23878	Public Safety	2021 Annual Swat Billing - Adjustment	815.00
CITY OF VANCOUVER Total					815.00
CLARK COUNTY	102	CI036611	Public Works	Decant Billing - Dec 2021	1,011.52
CLARK COUNTY Total					1,011.52
CLARK PUBLIC UTILITIES - EPAY	110	7559-485-202201	Genl Govt/Facilities	230 Pioneer Ave	212.59
			Public Safety	116 N Main Avenue	316.17
			Public Works	SR/Pioneer ST & S 65 AVE	69.51
				109 W Division St - Electricity	255.04
				N 35th Ave and Pioneer St	68.94
				255 S 56th Pl - Electricity	2,424.86
				337 S Royal Rd.	183.94
				400 N Abrams Park Rd	854.67
				Municipal Lighting Lease	8,451.89
				Pioneer St. & Gee Creek Loop - Electricity	27.07
				Overlook Park - Electricity	153.50
				3701 N 3rd Cir - Electricity	26.99
				2300 N 3rd Way Bellwood Trail Lights	39.07
				N Abrams Park/E Division	199.53
				SR/Pioneer St & S 56 PL	124.77
				City Park/Water Well	3,468.30
				1504 NW Intertie 3 - Water	690.60
				N 1st Cir & N 65th Ave - Park & Ride	84.45
				535 N Abrams Park Rd.	67.13
				103 N Main - Stop Light	46.91
				800 NE 264 St Intertie 1 - Water	607.19
				512 N Allen Dr - Electricity	26.83
				Traffic Signal - Hillhurst/Royal Rd.	59.48
				911 N 65th Ave Intertie 2 - Water	99.38
				214 S Riverview Dr	114.56
		22719337	Public Works	Street Light Replacement - 2147 Pioneer Street	4,341.54
CLARK PUBLIC UTILITIES - EPAY Total					23,014.91
CLARK REGIONAL WASTEWATER DISTRICT - EPAY	741	032695-000-202201	Genl Govt/Facilities	109 W Division WWTP - CRWWD Portion - Sewer	75.47

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CLARK REGIONAL WASTEWATER DISTRICT - EPAY	741	032695-000-202201	Public Works	109 W Division WWTP - Sewer	75.47
		032664-000-202201	Public Works	301 N 3RD AVE - SEWER	26.24
			Community Development	301 N 3RD AVE - SEWER	26.23
		032895-000-202201	Public Works	Abrams Park Restrooms - Sewer	80.77
		032894-000-202201	Public Works	Abrams Park Kitchen - Sewer	43.04
		035480-000-202201	Public Works	255 S 56th Pl Well & Reservoir - Sewer	38.32
		032712-000-202201	Public Safety	116 N Main Ave PD - Sewer	47.76
		032752-000-202201	Genl Govt/Facilities	230 Pioneer St City Hall - Sewer	70.75
032899-000-202201	Public Works	Abrams Park Former Mgr House - Sewer	47.76		
CLARK REGIONAL WASTEWATER DISTRICT - EPAY Total					531.81
COLUMBIAN PUBLISHING	116	34404	Public Works	Ord. 1362 & Ord. 1363	43.20
			Community Development	Ord. 1362 & Ord. 1363	43.20
		34104	Community Development	Notice of SEPA DNS-Urban Downs PH2 Sewer Extention	113.40
COLUMBIAN PUBLISHING Total					199.80
COMCAST - EPAY	2271	2271-202201-510	Genl Govt/Facilities	RACC Communications	104.35
			Community Development	RACC Communications	292.18
		2271-202202-230	Genl Govt/Facilities	Internet Services-CH	473.34
		2271-202202-109	Genl Govt/Facilities	PW Shop Communications	32.77
			Public Works	PW Shop Communications	440.94
	2271-202202-116	Public Safety	PD Communications	349.69	
COMCAST - EPAY Total					1,693.27
COMCAST BUSINESS - EPAY	1666	138459965	Genl Govt/Facilities	Internet Services-CH	380.09
		140002892	Genl Govt/Facilities	PW's Ops Center Communications	46.77
				RACC Communications	203.76
			Public Works	PW's Ops Center Communications	269.19
				PW's Ops Center Communications	360.46
			Community Development	PW's Ops Center Communications	97.86
		RACC Communications	570.52		
COMCAST BUSINESS - EPAY Total					1,928.65
DEPARTMENT OF LICENSING - CPL EPAY	154	RG0000883-2022	Genl Govt/Facilities	CPL Fees - Pfeifer	18.00
		RG0000884-2022	Genl Govt/Facilities	CPL Fees-Grant	18.00
		RG0000886-2022	Genl Govt/Facilities	CPL Fees - Blodgett	18.00
		RG0000885-2022	Genl Govt/Facilities	CPL Fees-Grant	18.00
		RG0000879-2022	Genl Govt/Facilities	CPL Fees - Burbank	18.00
		RG0000876-2022	Genl Govt/Facilities	CPL Fees - Shaffer	18.00
		RG0000880-2022	Genl Govt/Facilities	CPL Fees - Ikard	18.00
		RG0000882-2022	Genl Govt/Facilities	CPL Fees - Wells	18.00
		RG0000877-2022	Genl Govt/Facilities	CPL Fees - Osterkamp	18.00
		RG0000881-2022	Genl Govt/Facilities	CPL Fees-Groat	18.00
		RG0000878-2022	Genl Govt/Facilities	CPL Fees - DiStefano	18.00
3387	S3X7712	Public Works	Ramp Utility Licensing	356.90	
DEPARTMENT OF LICENSING - CPL EPAY Total					554.90
DICK'S TIRE FACTORY	158	D18912	Public Safety	PD Vehicle Maint-59461D	64.99
		D12914	Public Safety	PD Vehicle Maintenance	325.09
		D16033	Public Safety	PD Flat Repair - 63639D	20.00
		D9644	Public Safety	PD Vehicle Maintenance - 55290D	48.25

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DICK'S TIRE FACTORY	158	D13347	Public Safety	PD Vehicle maintenance - 69390D	48.25
DICK'S TIRE FACTORY Total					506.58
DKS ASSOCIATES	1565	80279	Community Development	On Call Review Services - January 2022	1,460.00
DKS ASSOCIATES Total					1,460.00
DOOLITTLE CONSTRUCTION LLC	3572	3572-2	Genl Govt/Facilities	Heron Ridge Pavement Preservation - Retainage Release	4,624.23
DOOLITTLE CONSTRUCTION LLC Total					4,624.23
DOWL LLC	3731	2432.14846.01-1	Public Works	Refuge Park Master Plan - January 2022	2,237.50
DOWL LLC Total					2,237.50
E.D. HOVEE & COMPANY LLC	2266	5397	Genl Govt/Facilities	Catalyst Review	10,000.00
E.D. HOVEE & COMPANY LLC Total					10,000.00
E2 LAND USE PLANNING SERVICES LLC	485	0485-202201	Community Development	Planning Consulting Services-Jan 2022	3,870.00
E2 LAND USE PLANNING SERVICES LLC Total					3,870.00
ELCOR INC	2081	MSP-14447	Public Safety	IT Services	3,440.74
			Public Works	IT Services	2,979.07
			Community Development	IT Services	3,058.44
			Information Technology	IT Services	6,578.54
		14496	Public Works	Computer Equip/Software - Jan 2022	112.75
			Community Development	Computer Equip/Software - Jan 2022	4,570.62
			Information Technology	Computer Equip/Software - Jan 2022	4,943.53
ELCOR INC Total					25,683.69
Everson Casey	UB*00709	(blank)	Genl Govt/Facilities	Refund Check 013121-000 3826 S 39th Pl	72.21
Everson Casey Total					72.21
FERGUSON ENTERPRISES INC # 8423	181	1066732	Public Works	Sensusw Software Support	2,856.39
		1066175	Genl Govt/Facilities	Water Meters	(220.08)
		1064824	Public Works	Water Meters	2,840.08
			Genl Govt/Facilities	Water Meters	(614.48)
			Public Works	Water Meters	7,929.68
FERGUSON ENTERPRISES INC # 8423 Total					12,791.59
Flowers Jeff & Natalie	UB*00704	(blank)	Genl Govt/Facilities	Refund Check 011876-000 302 N 34th Ct	60.67
Flowers Jeff & Natalie Total					60.67
GISI MARKETING GROUP	2811	263272	Public Safety	Business Cards-Neblock Bowerman Cuenta Lindsay	181.72
			Community Development	Business Cards-Neblock Bowerman Cuenta Lindsay	90.86
			Council	Business Cards-Neblock Bowerman Cuenta Lindsay	90.86
GISI MARKETING GROUP Total					363.44
GRAINGER	206	9193706174	Public Works	Water Supplies	46.98
GRAINGER Total					46.98
GRAY AND OSBORNE INC	207	21290.00-2	Community Development	Journey's Edge Final Short Plat	726.28
		21288.00-3	Community Development	Kemper Grove Phase 2 Final Plat	191.48
		21293.00-2	Community Development	Greely Farms Phase 2a	400.56
GRAY AND OSBORNE INC Total					1,318.32
HAPCO POLE PRODUCTS	3477	IN0000093451	Public Works	Street Lights	7,479.60
				Street Lights - Use/Sales Tax 8.4%	(579.60)
		IN0000093452	Genl Govt/Facilities	Street Lights - Use/Sales Tax 8.4%	(579.60)
			Public Works	Street Lights	7,479.60
HAPCO POLE PRODUCTS Total					13,800.00
HARPER HOUF PETERSON RIGHELLIS INC.	1678	52649	Community Development	51st Ave/Pioneer Widening	29,560.39

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HARPER HOUF PETERSON RIGHELLIS INC. Total					29,560.39
HARRY'S LAWN AND POWER EQUIPMENT	214	214752	Public Works	Storm Equipment & Equipment Maintenance	786.55
		214753	Public Works	Storm Vehicle Maintenance	158.26
HARRY'S LAWN AND POWER EQUIPMENT Total					944.81
HONEY BUCKETS	223	552578209	Genl Govt/Facilities	PW Shop Port-a-Potty	11.42
			Public Works	PW Shop Port-a-Potty	153.58
		552587623	Genl Govt/Facilities	(blank)	19.51
			Public Works	(blank)	262.66
			Community Development	(blank)	40.83
		552570031	Public Works	Davis Park Port-a-Potty	373.00
HONEY BUCKETS Total					861.00
INTERMEDIA.NET INC	2187	2202009265	Information Technology	Voice Service Charges - Jan 2022	85.37
INTERMEDIA.NET INC Total					85.37
INTERNATIONAL E-Z UP INC	2103	INV0397456	Genl Govt/Facilities	Eclipse Tents	4,356.80
INTERNATIONAL E-Z UP INC Total					4,356.80
J2 BLUE PRINT SUPPLY	243	AR115580	Genl Govt/Facilities	Events Signs	127.91
J2 BLUE PRINT SUPPLY Total					127.91
JANEAN Z PARKER	2199	143	Community Development	Legal Services - Jan 2022	187.50
			Legal	Legal Services - Jan 2022	3,812.50
JANEAN Z PARKER Total					4,000.00
JANET ANDERSON	3742	3742-20220224	Genl Govt/Facilities	Refund - Community Garden Plot #8	40.00
JANET ANDERSON Total					40.00
JASON FERRISS	1663	1663-20220221	Public Safety	Meals Per Diem - Sgt. Ferriss	376.00
JASON FERRISS Total					376.00
Khosrownia Ghassem	UB*00707	(blank)	Genl Govt/Facilities	Refund Check 014485-000 907 N 9th Way	62.93
Khosrownia Ghassem Total					62.93
LAKESIDE INDUSTRIES	264	185735	Public Works	EZ Street Asphalt	1,559.41
LAKESIDE INDUSTRIES Total					1,559.41
LANGUAGE LINE SERVICES INC.	3122	10449961	Judicial	Interpreting Services	5.78
LANGUAGE LINE SERVICES INC. Total					5.78
LARCH CORRECTIONS CENTER	2088	LCC2201.917	Public Works	Community Work Crew - Jan 2022	612.14
LARCH CORRECTIONS CENTER Total					612.14
LEASE SERVICING CENTER INC.	3719	3719-2022	Public Works	Vac Truck Annual Payment	75,228.44
LEASE SERVICING CENTER INC. Total					75,228.44
MANTHE EQUIPMENT INC	3595	117830	Public Works	Storm Equipment Maintenance	98.07
MANTHE EQUIPMENT INC Total					98.07
MARIUS L MALATTIA	1817	157	Community Development	Design Reviews-Jan 2022	1,137.50
MARIUS L MALATTIA Total					1,137.50
MARTA L. OCHOA-RUTHERFORD	3396	492	Judicial	Interpreting Services	130.00
		493	Judicial	Interpreting Services	130.00
MARTA L. OCHOA-RUTHERFORD Total					260.00
MCD Properties LLC	UB*00706	(blank)	Genl Govt/Facilities	Refund Check 012322-002 4549 S 5th Way	25.75
MCD Properties LLC Total					25.75
Mcmillan Alex & Jill	UB*00705	(blank)	Genl Govt/Facilities	Refund Check 006743-000 2690 S Cornett Dr	75.55
Mcmillan Alex & Jill Total					75.55
MINUTEMAN PRESS	1432	5422	Council	Name Badges - Council	42.44

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MINUTEMAN PRESS Total					42.44
MUNICIPAL CODE CORP.	1185	369639	Genl Govt/Facilities	Online Code Hosting-2022	950.00
MUNICIPAL CODE CORP. Total					950.00
MUTUAL MATERIALS	2750	2505250	Public Works	Tree Well Supplies	2,287.11
MUTUAL MATERIALS Total					2,287.11
NAPA AUTO PARTS	498	288134	Community Development	Vehicle Battery - Newbill	112.69
		286515	Genl Govt/Facilities	PW Shop Supp	4.20
			Public Works	PW Shop Supp	56.47
		292697	Public Works	Storm Supplies	267.90
		292154	Public Works	Storm Equip Supplies	23.84
		283841	Public Works	Water Supplies	58.79
NAPA AUTO PARTS Total					523.89
NATHANIEL R WALLACE	3525	3073	Public Works	PW Ops Center Painting - Final Invoice	9,898.00
NATHANIEL R WALLACE Total					9,898.00
NORTHWEST NATURAL GAS - EPAY	315	8578-7-202201	Genl Govt/Facilities	PW Shop - Natural Gas	29.05
			Public Works	PW Shop - Natural Gas	390.76
		1000591-6-202201	Public Safety	Police Department - Natural Gas	83.50
		8817-9-202201	Genl Govt/Facilities	City Hall - Natural Gas	379.59
NORTHWEST NATURAL GAS - EPAY Total					882.90
NORTHWEST STAFFING	522	4122466	Community Development	Temp Services-Cleary/Background-Browdowski/Pennington	795.52
			Finance	Temp Services-Cleary/Background-Browdowski/Pennington	100.00
		4122329	Community Development	Temp Services - Cleary	795.52
NORTHWEST STAFFING Total					1,691.04
NW CONSTRUCTION GENERAL CONTRACTING INC.	2900	C2021-034-Est29	Genl Govt/Facilities	Royle Road S 19 to 460 LF N of S 15th	(9,465.25)
			Public Works	Royle Road S 19 to 460 LF N of S 15th	44,805.00
NW CONSTRUCTION GENERAL CONTRACTING INC. Total					35,339.75
NW NATURAL	3741	ENG-21-0067	Genl Govt/Facilities	Refund ENG-21-0067	240.00
		ENG-21-0123	Genl Govt/Facilities	Refund ENG-21-0123	300.00
NW NATURAL Total					540.00
ONE CALL CONCEPTS	326	2019096	Public Works	Excavation Notification/Modem Ticket Delivery - Jan 2022	252.12
ONE CALL CONCEPTS Total					252.12
OTAK INC.	1787	22200100	Community Development	Commercial Projecty Management	2,005.50
OTAK INC. Total					2,005.50
OWEN EQUIPMENT COMPANY	916	204546	Public Works	Street Sweeper Maintenance	17,129.38
OWEN EQUIPMENT COMPANY Total					17,129.38
PATRICIA THOMPSON	2644	2644-20220224	Administration	Mileage Reimb - Thompson	58.03
PATRICIA THOMPSON Total					58.03
PATRICK HILDRETH BRAND AND DESIGN	2372	2172	Genl Govt/Facilities	Professional Design/Web Maint-Jan 2022	100.00
			Information Technology	Professional Design/Web Maint-Jan 2022	200.00
PATRICK HILDRETH BRAND AND DESIGN Total					300.00
PBS ENGINEERING AND ENVIRONMENTAL	342	0071859.000-1	Public Works	Horns Corner Park Master Plan	1,894.89
PBS ENGINEERING AND ENVIRONMENTAL Total					1,894.89
PLATT ELECTRIC SUPPLY	766	2K01832	Public Works	Street Light Bulbs - Supplies	412.53
				Street Light Bulbs - Replacement	1,237.58
		2M83638	Public Works	Water Supplies	24.10
PLATT ELECTRIC SUPPLY Total					1,674.21

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PORTLAND ENGINEERING INC	2082	10867	Public Works	Verizon Data - Telemetry	987.80
		10906	Public Works	Verizon Data - Telemetry	195.12
PORTLAND ENGINEERING INC Total					1,182.92
PURCHASE POWER - EPAY	356	INV-45617703	Genl Govt/Facilities	Postage	500.00
PURCHASE POWER - EPAY Total					500.00
PURCOR PEST SOLUTIONS OF WASHINGTON LLC	3606	8107543	Public Safety	Pest Control - PD	107.32
PURCOR PEST SOLUTIONS OF WASHINGTON LLC Total					107.32
RICOH USA INC.	1662	105879161	Public Safety	PD Copier Lease	106.83
RICOH USA INC. Total					106.83
RIDGEFIELD HARDWARE	376	0376-202201	Genl Govt/Facilities	Operational Supplies - Events	15.60
				Operational Supplies - City Hall	56.59
				Operational Supplies - PW Ops	1.19
				Operational Supplies - PW Shop	22.87
				Small Tools - Facilities	1.88
			Public Safety	Operational Supplies - PD	21.46
			Public Works	Operational Supplies - PW Ops	16.00
				Operational Supplies - PW Shop	307.58
				Operational Supplies - Parks	93.22
				Small Tools - Facilities	13.73
				Operational Supplies - Streets	221.52
				Small Tools - Water	58.71
				Small Tools - Streets	64.35
				Operational Supplies - Water	125.46
				Operational Supplies - Storm	88.16
			Community Development	Operational Supplies - PW Ops	2.49
RIDGEFIELD HARDWARE Total					1,110.81
RIDGEFIELD LANDSCAPE PRODUCTS	3021	3021-202111	Public Works	Yard Debris/Concrete Dump	2,204.86
RIDGEFIELD LANDSCAPE PRODUCTS Total					2,204.86
RIDGEFIELD SCHOOL DISTRICT	378	1002100079	Genl Govt/Facilities	RACC Wastewater - Jan 2022	10.25
				RACC Custodial Services - Jan 2022	275.93
				RACC Garbage - Jan 2022	21.41
				RACC Electricity - Jan 2022	279.09
			Community Development	RACC Wastewater - Jan 2022	39.29
				RACC Custodial Services - Jan 2022	1,057.69
				RACC Garbage - Jan 2022	82.09
				RACC Electricity - Jan 2022	1,069.83
RIDGEFIELD SCHOOL DISTRICT Total					2,835.58
Speidel April	UB*00708	(blank)	Genl Govt/Facilities	Refund Check 010602-000 4552 N 9th St	106.80
Speidel April Total					106.80
SPRINGBROOK - GROUP EPAY	3544	220221926	Public Works	Customer Web Payments	629.20
SPRINGBROOK - GROUP EPAY Total					629.20
SPRINGBROOK SOFTWARE LLC	3444	INV-008467	Public Works	Customer Web Payments - Jan 2022	2,601.26
SPRINGBROOK SOFTWARE LLC Total					2,601.26
STAPLES CONTRACT & COMMERCIAL INC	2884	8065097979	Genl Govt/Facilities	Office Supplies - PW FTE	4.40
				Office Supplies - RACC	6.02
				Operational Supplies - RACC	14.87

Attachment: February 24, 2022 Claims Report (Approval of Claims And/OR Payroll)

City of Ridgefield

Claims Payment Report

For Approval on:

February 24, 2022

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STAPLES CONTRACT & COMMERCIAL INC	2884	8065097979	Genl Govt/Facilities Public Works	Operational Supplies - PW FTE Office Supplies - PW FTE Operational Supplies - PW FTE Office Supplies - RACC Operational Supplies - RACC Operational Supplies - CDD	3.67 59.18 49.32 16.86 41.64 41.65
STAPLES CONTRACT & COMMERCIAL INC Total					237.61
SW WA REGIONAL TRANSPORTATION	602	12814	Public Works	2022 Member Contributions	2,330.00
SW WA REGIONAL TRANSPORTATION Total					2,330.00
SWORDFERN LLC	2663	21-4201	Public Works	YMCA Site Appraisal	300.00
SWORDFERN LLC Total					300.00
TERESA D JOHNSON CPA INC.	561	5861	Finance	2021 Annual Report	3,879.74
TERESA D JOHNSON CPA INC. Total					3,879.74
THE MASTERS TOUCH LLC	1786	79450	Public Works	Delinquent Utility Statements - December 2021	1,011.42
		79442	Public Works	Final Utility Statements - January 2022	27.75
		P79442	Public Works	Final Utility Statements Postage - January 2022	38.50
		P79450	Public Works	Delinquent Utility Statements Postage	1,501.87
THE MASTERS TOUCH LLC Total					2,579.54
THE PARR COMPANY	964	26599319	Genl Govt/Facilities Public Works Community Development	PW Ops Trash Cans PW Ops Trash Cans PW Ops Trash Cans	5.90 79.33 12.33
		26599416	Public Works	Water Supplies	122.81
THE PARR COMPANY Total					220.37
TLC TOWING	431	138465	Genl Govt/Facilities Public Works	PW Storage Container Move to Ops Center PW Storage Container Move to Ops Center	11.26 151.34
TLC TOWING Total					162.60
TRAVELERS	3532	3814D4241-2022	Administration	Notary Bond-Ferriss	40.00
TRAVELERS Total					40.00
TRJ PLANNING INC	3575	93	Community Development	Residential Permits Plan Review	3,098.34
TRJ PLANNING INC Total					3,098.34
USA BLUEBOOK	444	876460	Public Works	Chlorine Reagent Set	74.63
				Water Flouride Saturator	3,485.93
		876659	Public Works	Water Operational Supplies	110.37
		862979	Public Works	Air Bag Blower System	648.04
		862981	Public Works	Storm Supplies	89.10
USA BLUEBOOK Total					4,408.07
VAIRKKO TECHNOLOGIES LLC	3699	18338	Public Safety	PD Scheduling Software	128.16
VAIRKKO TECHNOLOGIES LLC Total					128.16
VERIZON WIRELESS - EPAY	452	9898352885	Genl Govt/Facilities	Julie iPad	63.47
				PW Cell Phones & 2 iPads	30.32
				PW Director iPad	9.55
			Public Safety	PD Chief iPad	63.47
				PD Cell Phones	732.00
			Public Works	PW Cell Phones & 2 iPads	407.86
				PW Director iPad	41.09
			Community Development	CDD Cell Phones	215.29

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VERIZON WIRELESS - EPAY	452	9898352885	Community Development	PW Director iPad	12.71
				CDD Director iPad	63.47
			Information Technology	iPad - Code Enforcement	552.83
			Council	Council iPads	603.32
			Administration	Deputy City Manager iPad	63.47
			Executive	City Manager iPad	63.47
		9898352887	Finance	Finance Director iPad	63.47
			Genl Govt/Facilities	PW/CDD Cell	6.35
				PW Cell Phones & 2 iPads	59.95
				Gen Cell	42.28
			Public Safety	ADMIN Cell Phones	111.83
				PD Cell Phones	549.57
			Public Works	PW/CDD Cell	14.79
				PW Cell Phones & 2 iPads	806.36
			Community Development	PW/CDD Cell	21.13
				CDD Cell Phones	453.38
			Council	Cell Phone - Lindsay	108.39
				Council iPads	68.59
		9898352886		Public Works	Hillhurst Ped Crossing - Jan 2022
VERIZON WIRELESS - EPAY Total					5,333.57
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS	459	DUES 2022-00258	Public Safety	2022 Dues - Brooks	180.00
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS Total					180.00
WA OFFICE OF SECRETARY OF STATE	1016	12648	Genl Govt/Facilities	Archive Boxes	96.58
		12645	Genl Govt/Facilities	Archive Boxes	160.97
WA OFFICE OF SECRETARY OF STATE Total					257.55
WALLIS ENGINEERING	464	16344	Public Works	S Riverview Drive Improvements	911.90
		16343	Public Works	N 8th Ave & Simons St	8,222.00
WALLIS ENGINEERING Total					9,133.90
WALTER E. NELSON COMPANY	3553	1678535	Genl Govt/Facilities	CH Garbage Bags/Paper Towels	115.54
WALTER E. NELSON COMPANY Total					115.54
WAPITI AERIAL SERVICES INC.	1405	INV13175	Public Works	Non Insulated Bucket Truck Inspections	350.00
WAPITI AERIAL SERVICES INC. Total					350.00
WASHINGTON STATE PATROL	463	I22004117	Genl Govt/Facilities	Background Checks - CPL	377.75
WASHINGTON STATE PATROL Total					377.75
WELLS FARGO - EPAY	1681	202201-0794	Human Resources	Ipma-Hr IPMA-HR Annual Membership Fee	114.00
				Associatio The Nrpa C Job Announcement for Parks Manager	174.00
			Administration	Publicriskmgmtassn PRIMA Membership Fee	385.00
				Skamania Lodge ICMA Conference Lodging	202.55
				Publicriskmgmtassn PRIMA Annual Conference	750.00
				Event Process Matters Webinar	35.00
		202201-7036		Event 2022 West Coast ICMA Conference	325.00
			Genl Govt/Facilities	The Columbian Circ 2 Monthly subscription - No receipt availabl	9.99
				Information Technology	Ibm Corporation SPSS Software
				Adobe Inc Adobe Acrobat Pro software	193.73
			Executive	Skamania Lodge Lodging for WCCMA ICMA regional conference	202.55
				The Sportsmans Meeting with City Councilors re upcoming City is	74.33

Attachment: February 24, 2022 Claims Report (Approval of Claims And/OR Payroll)

City of Ridgefield

Claims Payment Report

For Approval on:

February 24, 2022

4.1.a

WELLS FARGO - EPAY

1681

202201-7036

Executive

Pioneer Street Cafe Meeting re commercial project at junction	17.09
Cke Fuel Bistro & Wi 109 Meeting with new Port of Ridgefield CEO	48.75
Sq Liebre Norte Chamber of Commerce lunch meeting	7.80
Pioneer Street Cafe Meeting with City Councilors re upcoming Ci	81.21
Sq Sugars Barbecue Chamber of Commerce lunch meeting	19.51
Event 2022 West Coast WCCMA ICMA regional conference	390.00
Tom'S Urban Mtg with commercial developer re junction project	73.45
Sq Liebre Norte Meeting with UTC to discuss Division and Mill	16.58
Tom'S Urban non-allowable expense - employee has been invoiced	32.52
Starbucks Store 63631 Meeting with water infrastructure service	12.14
Sandy'S Sign & Design City Logo Decals for Vehicles	29.49
Curlys Lock And Key PW Ops Center Keys	6.86
Sandy'S Sign & Design City Logo Decals for Vehicles	442.05
Curlys Lock And Key PW Ops Center Keys	102.83
Wtd Equipment Portland Sharpen lades for chipper street and sto	79.70
The Columbian Circ 2 Newspaper - No Receipt Available	44.50
Water - Coffee Delivery PW Water Delivery Service	2.09
Siptrunk Inc PD Telephone Service	212.74
Water - Coffee Delivery PW Water Delivery Service	31.30
Dropbox Ggjsnxzsyrrn File Sharing	21.67
Adobe Creative Cloud Software - DeMoss	57.44
Apple.Com/Bill Comm Events IPAD Music	14.08
Pagefreezer.Com Archiving Software	7,260.00
Eclinchr Basic Plan Social Media Publishing and Analytics	49.00
Zoom.Us 888-799-9666 Meeting Platform	59.60
Txtsignal.Com Texting Software	39.00
Amazon Web Services Web Audio Backup	0.41
Apple.Com/Bill CH IPAD Music	10.83
Mailchimp Misc Social Media and Email Marketing Software	22.61
Cross Border Trans Fee Bank Fee Related to PageFreezer Charge	72.60
Wsu Pesticide Education Pesticide Webinar - Kauffman	15.00
Wsu Pesticide Education Pesticide Webinar - Krebser	15.00
Wsu Pesticide Education Pesticide Webinar - JNathan	18.00
Wsu Pesticide Education Pesticide Webinar - NJohnson	7.50
Little Creek Casino Resor Hotel Patrick Morgan training. One ni	105.60
Little Creek Casino Resor Hotel Nathan Gibson EVOC training. On	105.60
Little Creek Casino Resor Hotel Nic Siem-This will be credited	105.60
Fairfield Inn & Suites Hotel Jason Ferriss supervisor training	677.85
Wsu Pesticide Education Pesticide Webinar - Kauffman	135.00
Wsu Pesticide Education Pesticide Webinar - Krebser	135.00
Wsu Pesticide Education Pesticide Webinar - Webberley	30.00
Wsu Pesticide Education Pesticide Webinar - JNathan	102.00
Wsu Pesticide Education Pesticide Webinar - NJohnson	142.50
Event Pra Case Law Hi Webinar - City Clerk	35.00
Event The Opma Lates Webinar - City Clerk	35.00
Association Of Washington Mayors Exchange - Lindsay	50.00

202201-0187

Genl Govt/Facilities

Public Works

202201-5756

Genl Govt/Facilities

Public Safety

Public Works

Information Technology

Finance

202201-7051

Genl Govt/Facilities

Public Safety

Public Works

Administration

202201-7069

Council

Attachment: February 24, 2022 Claims Report (Approval of Claims And/OR Payroll)

City of Ridgefield

Claims Payment Report

For Approval on:

February 24, 2022

WELLS FARGO - EPAY

1681

202201-7069	Council	Association Of Washington Great City Council Class Reg for Aic	100.00
	Executive	Association Of Washington Mayors Exchange - Stuart	50.00
202201-0745	Public Safety	Iacp IACP Conference	425.00
		7-Eleven 24279 Beverages and food for officers at OIS interview	11.91
		7-Eleven 24279 Water and snacks for officers and investigators	27.52
		Wal-Mart #5929 Tabs dividers for IA folder	11.82
202201-6939	Community Development	Int'L Code Council Inc Permit Tech ICC Training	138.00
		Int'L Code Council Inc Permit tech ICC recertification	216.00
202201-0810	Public Safety	Wa Vehicle Licensing Report of surplus sale for 2013 Ford Taurus	13.65
	Finance	Government Finance Offic 2022 GFOA Budget Award Fee	345.00
		The Columbian Circ 2 Monthly subscription cost for Columbian ne	9.99
		Sq Teriyaki Thai Etc. Lunch during interviews for Accounting C	40.85
202201-8755	Public Safety	Galls Job Shirt Outerwear Uniform	80.16
		Miracle Cleaners Sewing Patches on Job Shirt Uniform Outer Wear	24.28
		Fbi National Academy Asso Professional Dues for the Internation	135.00
202201-8052	Genl Govt/Facilities	Amazon.Com Q07bl53w3 Expandable Files - CH	45.80
		Amzn Mktp Us Yx5q44ig3 PW Ops Center Chair Arm Pad Replacements	11.93
		Amazon.Com Uu7hx8jp3 PWs Cardstock	1.06
		Amzn Mktp Us Pf9q84d33 1Sat Awards	108.36
		Amazon.Com Md2h65n03 Archive Box Labels	39.65
		Amazon.Com Iq0yi07u3 Amzn RACC Office Supp	13.41
		Amazon.Com 1c2872md3 CH Pens	8.66
		Amazon.Com Iq0yi07u3 Amzn RACC Scissors	0.65
	Public Safety	Amzn Mktp Us Fz3xq87f3 PD Gloves/Batteries	54.17
		Amzn Mktp Us Mc34u30l3 Sticky Tabs	19.50
		Amzn Mktp Us Fz3xq87f3 PD Office Supplies	14.82
		Amzn Mktp Us Fk0tl5ig3 Water Filter - PD	21.66
		Amzn Mktp Us Lp3ej9um3 Gloves/Phone Chargers	82.23
		Amzn Mktp Us Xv8n32d03 Keyboard/Mouse - PD	34.68
		Amazon.Com 7l6ho4p53 Amzn Air Filters PD	171.28
		Amzn Mktp Us Xv8n32d03 Thumb Drives - PD	87.62
	Public Works	Amzn Mktp Us Yx5q44ig3 PW Ops Center Chair Arm Pad Replacements	177.67
		Amazon.Com Uu7hx8jp3 PWs Cardstock	15.73
		Amazon.Com Ar7to5rs3 Amzn Parks Garbage Can Lid	99.42
		Amazon.Com Ar7to5rs3 Amzn Streets Garbage Can Lid	99.42
	Community Development	Amazon.Com Keyboard/Mouse - CDD - Refund	(32.51)
		Amazon.Com Iq0yi07u3 Amzn RACC Office Supp	51.42
		Amazon.Com Iq0yi07u3 Amzn RACC Scissors	2.48
		Amazon.Com Uu7hx8jp3 Keyboard/Mouse - CDD - Returned	32.51
	Human Resources	Amzn Mktp Us 9a5l22343 Wellness Board Supplies	25.99
		Amzn Mktp Us Ce20b2z93 Wellness Board Supplies	14.77
	Information Technology	Amzn Mktp Us 9f5fp9ly3 Am iPad keyboard case - Neblock	69.37
	Council	Amzn Mktp Us 986vc1ph3 Mayor iPhone Case - Lindasy	17.33
	Finance	Amzn Mktp Us Ac8m32hb3 Tax Form Envelopes	62.52
202201-6996	Genl Govt/Facilities	Walgreens #1084 Re-prints of past Mayor for City Hall	6.48
		Shutterfly Inc. Appreciation Gifts for Pink Patch Project busi	219.48

Attachment: February 24, 2022 Claims Report (Approval of Claims And/OR Payroll)

City of Ridgefield

Claims Payment Report

For Approval on:

February 24, 2022

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WELLS FARGO - EPAY	1681	202201-6996	Genl Govt/Facilities	Sticker Mule Keychain for wednesday walking group	81.30
			Public Safety	Shutterfly Inc. Police Values Wall Art	184.24
			Information Technology	Esri Map Design Software	10.84
		202201-7028	Public Works	Rosauers Food & Dru Water for crew	23.94
				Wsu Pesticide 2022 Pollination and protecting pollinators Train	5.00
				Wsu Pesticide Education Pestic training	30.00
				El Rancho Viejo Meeting with potential employee	51.40
				Wsu Pesticide 2022 Wildlife and Pesticide Training	15.00
		202201-1081	Finance	Ppe Supply King COVID Take Home Test Kits.	2,132.76
				Event Procurement Ser MRSC - Procurement Series Part 1: Materi	35.00
				Rn Wellness COVID Take Home Test Kits.	7,255.00
		202201-0760	Genl Govt/Facilities	Tlf Ridgefield Floral Clark College Retiree gift	54.74
			Human Resources	Costco By Instacart snacks for all locations	990.78
				Cke Fuel Bistro & Wi 109 Wellbalance luncheon	221.06
			Council	Ridgefield Pack And Ship Retirement gift - Stose	81.30
			Administration	Association Of Washington AWC Wellness Conference	250.00
		202201-9437	Public Safety	Event Pra Case Law Hi DANI PUBLIC RECORDS CLASS - MRSC	35.00
				Viktos PATRICK BOOTS	148.45
				Usps Po 5471680444 POSTAGE TO MAIL ARCHIVAL FILES TO WASPC	15.50
				Tlo Transunion BACKGROUND INVESTIGATIONS	129.75
				Ridgefield School Distric LUNCH FOR CIVIL SERVICE ORAL BOARD PA	89.46
				Aed.Us_Coro Medical CHILD AED PAD REPLACEMENTS	284.76
				Blauer Manufacturing BOOTS - CUNETA - ADD USE/SALES TAX	174.99
			202201-0852	Genl Govt/Facilities	Amzn Mktp Us Op00w0v23 Lapel Microphone/Splitter
WELLS FARGO - EPAY Total				29,380.36	
WILCO FARM STORE	655	719825/6	Public Works	PWSTW 2022	571.08
		719480/6	Public Works	Snow Plow Parts	293.74
WILCO FARM STORE Total				864.82	
ZENNER PERFORMANCE METERS INC.	3354	0065219-IN	Public Works	Water Meters	5,715.85
ZENNER PERFORMANCE METERS INC. Total				5,715.85	
Grand Total				431,138.01	

Attachment: February 24, 2022 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 24, 2022

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from the February 10, 2022 Meeting

AGENDA ITEM TITLE:

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

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

Not applicable

ACTION OR MOTION:

Approve the minutes by making the following motion:

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 02-10-2022 (PDF)



CITY OF RIDGEFIELD, WASHINGTON

City Council MEETING MINUTES

February 10, 2022

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM

FLAG SALUTE

ROLL CALL

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

LATE CHANGES TO THE AGENDA

PUBLIC COMMENT

None received.

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.

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

1. Approval of Minutes from the January 27, 2022 Meeting
2. Approval of Claims And/Or Payroll

PRESENTATION

1. Workforce Southwest WA Update
2. Transportation Safety Plan
3. 2022 Parks Board Work Plan

BUSINESS

1. Motion - Approval of Park Naming - DeMelo Park

The Ridgefield Municipal code includes procedures for the naming of park facilities. Park naming requests

are taken to the Parks Board for consideration before being brought to the Council for approval. Park names should reflect geographic areas, park function, historical significance or in recognition of individuals that have provided significant service to the Community. In November of last year, a request was made to name the park in Phase 5 of the Kemper Grove subdivision in honor of Joe Melo who passed away in September. In addition to leading the design of the park in Kemper Grove Joe was behind the creation of several other park and trail in the City including the nature play park and trail system in Hillhurst Highlands and Viewridge Hollow, the trail between Heron Woods and Horns Corner Park, and the parks at Ridgefield Crossing. The park in Kemper Grove will feature a playground and trail system with fitness equipment stops. In honor of Joe the park will have a grain silo themed gazebo and climbable farm animal sculpture in recognition of Joe's dairy farming background, and outdoor musical equipment including drums and a xylophone in memory of Joe who was extremely talented in playing percussion instruments. The name DeMelo Park is in recognition of Joe's family name prior to his family coming to the US from Portugal. In their December meeting the Parks Board considered the naming request and unanimously approved forwarding the recommended name to Council for approval.

MOTION: MOVED TO APPROVE NAMING THE KEMPER PH 5 PARK DEMELO PARK AS PRESENTED.

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

2. Motion - Approval of Kemper Grove Phase 2 Final Plat

The applicant proposes to subdivide the western and southern portions of parcel #213719000 (6.79 of 17.03 acres) into 26 single-family attached residential lots and 22 single-family detached residential lots, as approved with the Kemper Grove preliminary PUD.

MOTION: MOVED TO APPROVE KEMPER GROVE PHASE 2 FINAL PLAT AS PRESENTED.

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

3. Motion - Approval of the Appointment Process for City Councilor

Don Stose resigned his position on City Council effective January 31, 2022 resulting in a vacant position. State law provides that "the remaining members of the governing body shall appoint a qualified person to fill the vacant position." RCW 42.12.070(1) However, state law does not define a particular process for the appointment. The Council identifies the process to use to fill the vacancy. A proposed application, selection and appointment process is attached. If candidates are interviewed, the Open Public Meetings Act directs that the evaluation of qualifications may be done in executive session, but the interviews must be held in a meeting open to the public. The remaining councilmembers must vote on the appointment within 90 days of the resignation. If an appointment does not occur by then, the city council loses its authority to fill the seat.

Deputy City Manager Lee Knottnerus proposed selection and appointment process to Council.

MOTION: MOVED TO APPROVE THE PROCESS FOR APPOINTMENT OF A CITY COUNCILMEMBER TO FILL VACANT POSITION AS PRESENTED.

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

4. Motion - Approval of Code of Ethics

The Ridgefield City Council consistently seeks to earn and maintain the public's confidence in the city's services and the public's trust in its government. To this end, the decisions and work of those associated with city government must meet the highest ethical standards. As such, Councilors must comply with all state and federal laws in the performance of their public duties. These laws include, but are not limited to, the following: the United States and Washington Constitutions; Chapter 42.23 RCW; Chapter 42.36 RCW; and Chapter 42.17A RCW. However, those foundational requirements do not cover many specific areas of conduct and professional ethics which the Ridgefield City Council would like to provide clear guidance.

It is therefore the purpose of this program to:

1. Establish and articulate a Professional Code of Conduct for Councilors;
2. Establish a system that enables individuals and Councilors to seek guidance and assistance regarding possible violations of the Code of Conduct; and
3. Provide processes to review and redress possible violations of the Code of Conduct.

City Council conducted discussion.

Council member Onslow proposed a removal of the word "Always" and "Ever" under the section of Professionalism and Respect.

MOTION: COUNCIL MEMBER AICHELE MOVED TO APPROVE THE RIDGEFIELD CITY COUNCIL PROFESSIONAL CODE OF CONDUCT AS PRESENTED.

SECOND: COUNCIL MEMBER COKER.

MOTION: COUNCIL MEMBER ONSLOW MOVED TO DELETED THE WORD "ALWAYS" AND "EVER" UNDER THE SECTION OF PROFESSIONALISM AND RESPECT.

SECOND: COUNCIL MEMBER AICHELE.

VOTE: AMENDED MOTION PASSED.

MOTION TO APPROVE THE AMENDED RIDGEFIELD CITY COUNCIL PROFESSIONAL CODE OF CONDUCT.

VOTE: MOTION PASSED.

PUBLIC COMMENT

None received.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Chipman - Attended CRWWD Salmon Creek treatment plan with Councilor Coker and Aichele, CRWWD board meeting.

Council Member Wells - Attended ribbon cutting ceremony for Anytime Fitness, gran opening for wisdom ridge academy and innovation ridge, City Manager briefing.

Council Member Aichele - Attended CRWWD Salmon Creek treatment plan with Councilor Coker and Chipman, helped library prep for book sale, thanked RPD for cleaning river rock that was spilled at the roundabout.

Council Member Coker - Provided an update on planning of highway clean up, attended Main Street meeting.

Council Member Onslow - Attended ribbon cutting ceremony for Anytime Fitness, memorial service for Officer Sahota, RTC meeting, CTRAN meeting.

Mayor

Attended 15 meeting, memorial service for Officer Sahota, interstate bridge replacement project update.

Appointment to Clark County Arts Commission

Appointing Ken Spurlock to Clark County Arts Commission.

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

City Manager

City Manager Steve Stuart - Attended memorial service for Officer Sahota, Bryan Kast farewell announcement, interstate bridge replacement project update, pre-application conference scheduled for Les Shcwab.

Public Works Director Bryan Kast - Thanked City Council and staff for all the support.

Finance Director Kirk Johnson - New utility billing option available for citizens, recruitment selection update, City being selected for the ELGL & GFOA Fellowship Program.

Deputy City Manager Lee Knottnerus - Public engagement update.

Police Chief John Brooks - Attended memorial service for Officer Sahota, appreciate all the support in the last week. Recruitment update provided.

ADJOURN - [8:30 PM](#)

Julie Ferriss, City Clerk

Jennifer Lindsay, Mayor

Attachment: 02-10-2022 (Approval of Minutes)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 24, 2022

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Interagency Agreement Between the City of Ridgefield and City of La Center Relating to Law Enforcement Services

GOVERNING LEGISLATION:

RCW 10.93 – Washington Mutual Aid Peace Officers Powers Act

RCW 39.34 – Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

Under Washington’s Interlocal Cooperation Act, a law enforcement agency may enter into a contract with another law enforcement agency to provide mutual law enforcement assistance.

The proposed interagency agreement between the City of Ridgefield and the City of La Center memorializes terms for Ridgefield PD to provide law enforcement resources to La Center PD so that it may continue to provide law enforcement services within the corporate boundaries of the City.

The terms of the agreement provide that the Ridgefield Police Department will provide one or more police officers to La Center to supplement law enforcement staffing in the following manner:

La Center will post available patrol shifts not covered by the La Center police department. Ridgefield officers may sign up to work available shifts and will be authorized by the Ridgefield Police Department to work those shifts provided it does not conflict with any coverage requirements in the City of Ridgefield, but Ridgefield will not assign officers who have not volunteered to work the available La Center shifts.

Each City shall be responsible for the wrongful or negligent actions of its employees while providing police services to La Center. Each City also promises to hold harmless and release the other City from any loss, claim or liability arising from or out of the negligent actions or inactions.

Either party may terminate the contract with seven (7) days written notice.

BUDGET/FINANCIAL IMPACTS:

The City of La Center will reimburse the City of Ridgefield for all costs incurred including vehicle costs according to the federal mileage reimbursement rate and compensation for the officer at Ridgefield's current contract rate, now \$75/hour. The contract rate covers the officer's salary at an overtime rate and the benefits accrued while an officer is performing services for the City of LaCenter.

ACTION OR MOTION:

To approve the Interagency Agreement, Council may use the following motion:

"I move to approve the Interagency Agreement Between the City of LaCenter and the City of Ridgefield relating to Law Enforcement Services and authorize the City Manager to sign the agreement."

STAFF CONTACT: John Brooks, Police Chief

ATTACHMENTS: City of La Center and Ridgefield Police Agreement Final (PDF)

**INTERAGENCY AGREEMENT
BETWEEN THE
CITY OF LA CENTER AND THE CITY
OF RIDGEFIELD RELATING TO LAW
ENFORCEMENT SERVICES**

THIS AGREEMENT, made pursuant to RCW 39.34, and the authority set forth in RCW 10.93, is entered into this 23rd day of February 2022 by and between the City of La Center and the City of Ridgefield, both are municipal corporations of the State of Washington.

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the City of Ridgefield through its Police Department will provide law enforcement resources to the City of La Center Police Department so that it may continue to provide law enforcement services within the corporate boundaries of the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

I. SCOPE OF WORK

The Ridgefield Police Department will provide one or more Police Officers (identified as a Contract Police Officer throughout this agreement) to the City of La Center Police Department to supplement law enforcement staffing in the following manner:

La Center will post available patrol shifts not covered by the La Center police department. Ridgefield officers may sign up to work available shifts and will be authorized by the Ridgefield Police Department to work those shifts provided it does not conflict with any coverage requirements in the City of Ridgefield, but Ridgefield will not assign officers who have not volunteered to work the available La Center shifts.

The contract officer will wear the Ridgefield Police Department uniform and will operate a Ridgefield Police Department's vehicle while providing law enforcement services within the City of La Center. The contract officer will always remain an employee of City of Ridgefield while rendering law enforcement duties for the City of La Center in conformity with this Agreement.

The City of La Center will take the necessary action to allow for the contract officer to enforce City Ordinances.

La Center's Police Chief, or his authorized representative, shall provide general direction to the contract officer during their tour of duty in La Center. However, it is understood and agreed that the contract police officer will be supervised by the City of Ridgefield and work within the policies and procedures of the Ridgefield Police Department.

While performing law enforcement duties for the City of La Center the contract officer may, at any time, respond and render assistance outside the City to another law enforcement officer/entity in emergency situations. When doing so, the contract officer will immediately notify the Ridgefield Police Patrol Supervisor of the emergency response. The Ridgefield Police Patrol Supervisor will in turn notify the designed contact of the La Center Police Department.

This Agreement will not apply to those circumstances where Ridgefield officers who have not signed up for a La Center shift may be responding to an incident with the City of La Center pursuant to a separate local or regional mutual aid agreement. In those circumstances, the provisions of the any mutual aid agreement shall apply to govern the work of the Ridgefield Police department within La Center.

II. DEFENSE. INDEMNITY. HOLD HARMLESS

A. LIABILITY: Each City shall be responsible for the wrongful or negligent actions of its employees while providing police services to La Center as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.

To that end, each City promises to hold harmless and release all the other City from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.

Nothing herein shall be interpreted to:

1. Waive any defense arising out of RCW Title 51.
2. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.
3. Cover or require indemnification or payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This

agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

B. INSURANCE COVERAGE:

1. The cities shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. To that purpose, for the duration of this agreement each city shall maintain occurrence based general and police professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000) per occurrence. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the member cities signing this agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.
- C.** In executing this Agreement, the City of Ridgefield does not assume liability or responsibility for or in any way release the City of La Center from any liability or responsibility that:

Arises in whole or in part from the existence or effect of City of La Center ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding, excluding any challenge raised in the defense of a criminal prosecution or appeal thereof, commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue the City of La Center shall defend the same at its sole cost and expense and if judgement is entered or damages are awarded against the City of La Center or the City of Ridgefield, or both, the City of La Center shall satisfy the same including all chargeable costs and attorney fees.

III. DURATION

The Term of this Agreement shall commence on the effective date and shall continue unless terminated by either party in writing as provided for herein. The parties agree that performance of the duties imposed on them by this Agreement will automatically renew.

IV. CONTACT PERSONS

The City of La Center and the City of Ridgefield will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise

designated in writing, the City of La Center's contact person will be the La Center Police Chief of Police. The City of Ridgefield contact person will be Ridgefield Police Chief.

V. COMPENSATION

The City of La Center has budgeted funds to reimburse the City of Ridgefield for the contract officers overtime salary and benefits. The City of La Center agrees to reimburse all compensable time accrued by the contract officer while performing services for the City at the City of Ridgefield's contract rate of \$75 per hour or as updated in the City of Ridgefield Master Fee Schedule. . The City of Ridgefield will prepare an itemized invoice for the amounts it is owed by the City of La Center monthly. The contract rate shall be at Ridgefield's fully loaded cost, including salary and taxes. Vehicle costs will be charged according to mileage at the current federal mileage reimbursement rate.

VI. EQUIPMENT

The City of Ridgefield will provide the contract officer with any/all necessary equipment to perform their duties under this Agreement.

VII. TRAINING

The City of La Center will be responsible for providing supplemental training, beyond that required by the City of Ridgefield, to the contract officer who renders law enforcement services pursuant to the terms of this Agreement. This training will address, at a minimum, City ordinance enforcement, and any other information required by the contract officer to render services consistent with the terms of this Agreement. This training will be provided at the earliest opportunity following the commencement of this Agreement.

VIII. JAIL COSTS

Jail costs associated with lawful arrests made by the contract officer while providing law enforcement services under the scope of this Agreement shall be borne by the City of La Center in the same manner as if the arrest was affected by a La Center Police Officer.

IX. AGREEMENT ALTERATIONS AND AMENDMENTS

The City of La Center and the City of Ridgefield may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing, signed by personnel authorized to bind each city.

X. TERMINATION

Except as otherwise provided for in this Agreement, either party may terminate this

Agreement for any reason upon seven (7) days' written notice to the other party. Written notice may be via USPS or email. If this Agreement is so terminated, the terminating party shall be liable only for performance rendered prior to the effective date of termination.

XI. GENERAL PROVISIONS

The City of La Center Police Department and the City of Ridgefield Police Department will coordinate the planning, organizing, and scheduling of services to be rendered pursuant to this Agreement.

XII. NO FINANCIAL MANDATES

The City of La Center and the City of Ridgefield confirm that their execution of this Agreement does not require the City of Ridgefield to expend any additional funds or hire or retain additional commissioned personnel to fulfill its obligations under this Agreement.

XIII. NONDISCRIMINATION

In the performance of this Agreement, each Party will comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and Chapter 49.60 RCW, as now or hereafter amended.

Parties will not discriminate on the grounds of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, the presence of any sensory, mental, or physical handicap, or any other basis not reasonably related to the accomplishment of a legitimate governmental purpose, and shall take whatever affirmative action necessary to accomplish this purpose as defined in the state and federal constitutions and applicable court interpretations.

In the event of noncompliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled or terminated in whole or in part and the Parties declared ineligible for further agreement. The Parties shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with a dispute procedure set forth herein.

XIV. SEVERABILITY

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

XV. COMPLETE EXPRESSION

This Agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

XVI. ALL WRITINGS CONTAINED HEREIN

IN WITNESS WHEREOF, the City of La Center and the City of Ridgefield have signed this Agreement as of the date and year written below:

Greg Thornton, Mayor

City of La Center

Dated: _____

Steve Stuart, City Manager

City of Ridgefield

Dated: _____

Approved as to form:

E. Bronson Potter
La Center City Attorney

Janean Parker
Ridgefield City Attorney

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 24, 2022

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Downtown Street Tree Selection

GOVERNING LEGISLATION:

RMC 12.12

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

The flowering pear trees along the streets downtown have reached the end of their life and City Staff have created a 3-year plan to replace them, beginning this year with the most damaged trees or those that had lifted sidewalks causing tripping hazards. To replace the pear trees City staff consulted with an arborist to find native varieties of trees that would be suitable to grow in the limited space that the tree wells provide. Three varieties of flowering native trees, Cascara, Douglas Hawthorn and Eddie's White Wonder Dogwood, were selected and put onto Ridgefield Roundtable for input from the public. Results from Ridgefield Roundtable will be available at the meeting.

BUDGET/FINANCIAL IMPACTS:

Replacement street trees will be purchased from funds included in the approved 2022 budget.

ACTION OR MOTION:

Staff requests that council discuss the replacement tree varieties and public input and pass a motion approving a new standard tree for the downtown area.

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS:

cascara (JPG)

Douglas Hawthorn (JPG)

Eddie's White Wonder Dogwood (JPG)

Cascara (*Rhamnus purshiana*)

6.2.a



Description:

This small native tree boasts small flowers and purple fruit that feed many native birds. Its foliage turns brilliant yellow in autumn.



Mature Height: 30 feet

Mature Spread: 15 feet

Tree Shape: Upright oval

Leaves: During growing season, the broadly oval leaves are dark green. As autumn deepens, the leaves turn first

clear yellow, then rich gold.

Flowers: In May, small green-white flowers appear that have a slight, spicy scent.

Fruit: Plump and rounded berries spend the summer turning green, then red, then black as they ripen.

Native: Yes. This native tree grows from northern British Columbia south into California and east into Idaho and Montana.

Interesting Facts: Butterflies are attracted to the flowers, and many native birds are attracted to the fruit. The bark is famous for its laxative and tonic properties.

Attachment: cascara (Downtown Street Tree)

Douglas Hawthorn (*Crataegus douglasii*)

6.2.b



Description:



Hawthorns are classed as small ornamental trees characterized by their spreading rounded crowns, profusion of flower clusters and tart fruit. Small thorns (2 cm long) grow along the branches.

Mature Height: 25 Feet

Mature Spread: 15 Feet

Tree Shape: Rounded crown of spreading branches.

Leaves: Glossy, leathery leaves create a canopy of dense foliage. In fall, the leaves turn shades of orange, yellow or red.

Flowers: Clusters of creamy-white flowers cover the branches in mid-to-late spring.

Fruit: Clusters of bright dark purple or black fruits add color in fall and winter.

Native: Yes, this tree is native to northern and western North America, but is most abundant in the Pacific Northwest.

Interesting Facts: The flowers attract butterflies, moths and other pollinators. Various birds feed on the berries.

Attachment: Douglas Hawthorn (Downtown Street Tree)

Eddie's White Wonder Dogwood

6.2.c



Description:

This exceptional hybrid between our native Western dogwood and the eastern North American one has beautiful large white flowers that open in Spring. It has outstanding red Fall color.



Mature Height: 25-30 feet

Mature Spread: 15-20 feet

Tree Shape: Somewhat pyramidal due to layered pattern of branches.

Leaves: Dark green summer foliage turns to rich red in the fall.

Flowers: Large white flowers grow to more than four inches in diameter in the spring.

Fruit: After flowering, the tree develops small orange to red fruits decorate the branches in winter.

Native: Yes

Interesting Facts: The fruits are popular fall and winter food for birds. The blossoms are a major nectar source for pollinators. Provides shelter, shade and nesting sites for local bird species.

Attachment: Eddie's White Wonder Dogwood (Downtown

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: February 24, 2022

ITEM:

AGENDA ITEM TITLE: Motion - Approval of an Agreement Between City of Ridgefield and Tesla, Inc

GOVERNING LEGISLATION:

N/A

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

In November 2021, the project developer for Tesla’s Supercharger team in Washington State contacted City staff regarding the potential for a supercharger in Ridgefield. Tesla is expanding their charging network in the area and I wanted to inquire about potential opportunities for development with the City of Ridgefield.

After multiple discussions regarding multiple possible locations, the Ridgefield Park and Ride facility just east of the I-5 interchange was determined to be the optimal site for residents and Tesla. Research was conducted to assure that the Ridgefield Park and Ride can be used for this purpose, because construction of the Ridgefield Park and Ride was funded in part by a Washington State DOT Capital Construction Grant in 2013.

Paragraph 10 of the The DOT grant document prevents the City from leasing or lending the Project or any part thereof “to be used by anyone not under the [City’s] direct supervision” without WSDOT approval. However, Paragraph 11 sets out a term of 4 years (from 2013-2017) and a reporting period of 4 years after project completion. Thus, the duration of the agreement has expired and WSDOT approval is not needed.

Paragraph 12 of the DOT grant document does require the City to maintain the “project” for its useful life. It is Staff’s determination that nothing in the Tesla Supercharger Agreement detracts from or otherwise hinders the project purpose to provide parking opportunities for those who would seek to access public transportation. In fact, given the State’s demonstrated commitment to providing funding for electric charging infrastructure, this agreement seamlessly integrates the State’s goals with the agreement before Council.

BUDGET/FINANCIAL IMPACTS:

N/A – Tesla to pay all costs for installation, maintenance, and/or removal of the Tesla Superchargers.

RECOMMENDED ACTION OR MOTION:

Staff recommends that City Council move to approve the Tesla Supercharger Agreement between the City and Tesla, and authorize City Manager to sign the agreement.

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS: Tesla Supcharger Agreement - Ridgefield WA (PDF)
Park Ride Grant agreement (PDF)

SUPERCHARGER AGREEMENT

This Supercharger Agreement (this “**Agreement**”) is effective as of the date last signed below by and between the City of Ridgefield, a Washington State Municipal Corporation (“**Counterparty**”) and Tesla, Inc., a Delaware corporation (“**Tesla**”). Tesla and Counterparty are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Tesla, through the provision of electric vehicle charging services at the Property, will provide value to Counterparty by attracting electric vehicle drivers to the Property; and

WHEREAS, Counterparty is the sole owner of the Property; and

WHEREAS, Counterparty acknowledges the value of having an electric vehicle charging at the Property.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACT INFORMATION:**

Counterparty:

City of Ridgefield
230 Pioneer Street
Ridgefield, WA 98642
Attention: City Manager
Phone: (360)887-3557
Email: steve.stuart@ridgefieldwa.us

Tesla:

Tesla, Inc.
3500 Deer Creek Road
Palo Alto, CA 94304
Attention: Supercharger Team
Phone: (650) 681-5000

With a copy to:

Email: superchargerhost@tesla.com

24-hour Technical Support & Service:
877-79-TESLA (877-798-3752)

2. **PREMISES:** Counterparty hereby leases to Tesla, and Tesla hereby leases from Counterparty, 12 (12) parking spaces, up to five (5) feet of additional parking width to provide disability access and approximately 200-400 square feet of space for equipment, all as depicted on Exhibit A attached hereto (the “**Premises**”), in order to build a Supercharger Station (as defined in Exhibit B), subject to the terms of this Agreement. The Premises are located on the property commonly known as Ridgefield City Park & Ride, located at 45.817702, -122.682862 (the “**Property**”).
3. **FOOTPRINT:** A total of twelve (12) parking spaces shall be outfitted with Superchargers (as defined in Exhibit B) to serve as dedicated charging stalls (“**Dedicated Stalls**”).
4. **UNIVERSAL STALL:** Parking spaces on the Premises shall not be outfitted with non-Tesla charging equipment while this Agreement is in effect; however, Tesla agrees to provide and install, at Tesla’s sole cost and expense, two (2) Tesla-branded J1772 Level 2 chargers for use by compatible electric vehicles (“**Level 2 EVSE**”) at the location indicated on Exhibit A (the “**Universal Stalls**”). Counterparty hereby grants a license to Tesla to access area to install the Level 2 EVSE.

5. **CONSTRUCTION AND ALTERATIONS:** Tesla shall, at its' sole cost, make alterations to the Premises and construct the Supercharger Station ("**Tesla's Work**"). Tesla acknowledges that Tesla's Work shall only begin after: (a) Counterparty has approved the plans and specifications, including equipment locations (the "**Approved Plans**"); and (b) Tesla has obtained all permits and approvals required by applicable governing bodies. Any alterations to the Approved Plans or Supercharger Station shall be approved in advance by Counterparty. Counterparty's approval of the plans and specifications, and of any alterations to the Approved Plans or Supercharger Station, may be by e-mail and shall not be unreasonably withheld, conditioned or delayed. Tesla shall promptly repair any damage to the Property caused by Tesla, its agents, contractors and employees while performing Tesla's Work.
6. **POSSESSION DATE:** The first date that Tesla may enter the Premises and Property to begin Tesla's Work is March 1, 2023 (the "**Possession Date**").
7. **DUE DILIGENCE PERIOD:** Tesla shall have the option to terminate this Agreement within three hundred sixty-five (365) days following the Effective Date ("**Due Diligence Period**") in the event that: (a) Tesla is unable to obtain all permits and approvals required by applicable governing bodies; (b) Tesla, in its reasonable business judgment, would incur substantial costs to bring utility services to the Premises or incur other unanticipated costs to construct the Supercharger Station; or (c) the environmental reports obtained by Tesla or delivered to Tesla from Counterparty, if any, reveal environmental contamination at the Property. In the event that Tesla terminates the Agreement pursuant to this Section 7, Tesla shall deliver written notice of termination to Counterparty and this Agreement shall be of no further force or effect.
8. **COMMENCEMENT DATE:** Tesla shall open the Supercharger Station to the public (the "**Commencement Date**") within three hundred and sixty-five (365) days following the Possession Date, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Tesla's control, or is due to Force Majeure (as defined in Section 33). Tesla shall deliver written notice to Counterparty promptly following the Commencement Date to confirm such date for recordkeeping purposes.
9. **TERM:** The initial term of this Agreement shall begin on the Commencement Date and shall expire five (5) years from the last day of the month in which the Commencement Date occurs (the "**Initial Term**"). Tesla shall have two (2) options to extend the term of this Agreement for an additional five (5) years each (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), upon the same terms contained in this Agreement, provided that no Event of Default (as defined in Section 18) by Tesla exists at the time of extension. Tesla shall exercise the option for each Renewal Term by giving notice to Counterparty no later than thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as applicable.
10. **REMOVAL:** Tesla shall, at its' sole cost, remove the Trade Fixtures (as defined in Exhibit B) promptly following termination of this Agreement and restore the Premises to a condition commensurate with the rest of the Property, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation. Counterparty agrees that all Trade Fixtures and related intellectual property are and shall remain the personal property of Tesla. The Infrastructure (as defined in Exhibit B) shall be left in a safe condition and shall become the property of Counterparty upon termination of this Agreement (except for Infrastructure that is upstream of the meter, which is and shall remain the property of the utility).

11. **UTILITIES:** Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility service charges, and any assessed utility taxes or fees and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Counterparty's gross negligence or intentional misconduct. Counterparty shall arrange and pay the charges for all Universal Stall-related utility services provided or used at the Universal Stalls and shall arrange to have the utility service at the Universal Stalls separately metered.
12. **USE:** Tesla shall use and occupy the Premises during the Term to install, operate and maintain a Supercharger Station and for incidental purposes, which may include generating photovoltaic electricity and operating an energy storage system, and for any other related use ("**Permitted Use**"). Tesla is authorized to operate and collect payment for use of the Supercharger Station year round, twenty-four (24) hours per day and seven (7) days per week.
13. **MAINTENANCE:** Tesla shall be responsible for maintaining the Supercharger Station (including repair and replacement of equipment, as necessary) at its' sole cost, and Counterparty shall have no liability for damage to the Supercharger Station unless caused by Counterparty's negligence or intentional misconduct. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for trash removal, snow removal, repaving and restriping, and Counterparty agrees to coordinate such maintenance with Tesla pursuant to Section 14. If Tesla determines that additional trash cans are needed in the Premises, Tesla will notify Counterparty and Counterparty shall promptly install such trash cans at Counterparty's sole cost.
14. **TEMPORARY IMPAIRMENT:** Tesla agrees that Counterparty shall have the right to temporarily access and/or temporarily restrict access to a portion of the Premises to perform routine parking lot maintenance, provided that Counterparty shall use commercially reasonable efforts to minimize any impairment of the Premises, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and (c) except in the case of snow removal, garbage collection or an emergency, Counterparty shall provide Tesla at least thirty (30) days advance written notice stating the date, time, duration and scope of the planned impairment.
15. **COUNTERPARTY COVENANTS:** Counterparty represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is subject to no conditions, restrictions or covenants incompatible with the Permitted Use; and (d) this Agreement does not violate any agreement, lease or other commitment by which Counterparty is bound. Counterparty shall not take any action that would impair or interrupt the use of the Premises or Supercharger Station, except as permitted in Section 14. Counterparty agrees to notify Tesla within a commercially reasonable time if (x) it has knowledge of third-parties impairing or misusing the Supercharger Station, or (y) it obtains knowledge of a needed repair to the Supercharger Station. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, then the Parties shall reasonably cooperate to allow Tesla to implement an appropriate and effective strategy for preventing such impairment at Tesla's sole cost, which may include, without limitation, alternative signage and painted asphalt.

16. **PAYMENTS TO COUNTERPARTY:** Other than parking fees charged to all users of the Property¹, Counterparty shall have no right to request or accept payment from Tesla, users of the Supercharger Station or any other third-parties in connection with the Supercharger Station.
17. **SIGNAGE:** Subject to applicable Laws (as defined in Section 35), Tesla shall install signage for the Dedicated Stalls substantially similar to the signage represented in Exhibit B ("**Signage**"). Any material revisions or additions to the Signage shall be subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed.
18. **DEFAULT:** Each of the following shall constitute an "**Event of Default**" under this Agreement:
- A. **Breach:** The failure by either Party to perform or observe any material term or condition of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.
 - B. **Bankruptcy; Insolvency:** The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding is commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and, in the case of actions filed against Tesla, is not discharged within sixty (60) days.
19. **REMEDIES:** Counterparty and Tesla acknowledge and agree that each Party shall have all remedies available at law or in equity if an Event of Default by the other Party has occurred and is continuing. In addition, if an Event of Default by Tesla has occurred and is continuing, then Counterparty, may: (a) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and thereby be entitled to enforce all Counterparty's rights and remedies under this Agreement; or (b) terminate this Agreement, provided that Counterparty shall send Tesla a 2nd written notice prior to terminating this Agreement and if Tesla fails to commence to cure the Event of Default within fifteen (15) days of the 2nd written notice, then Counterparty may terminate the Agreement and Tesla shall remove all Trade Fixtures within forty-five (45) days following such termination; or (c) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the state where the Premises are located then in effect.
20. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for, speculative, indirect, consequential or punitive damages, including any lost sales or profits of the other Party.
21. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that

¹ Note: Utility taxes or fees are paid directly to the utility.

the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a Tesla Affiliate. "**Affiliate**" of a Party is an entity that controls, is controlled by or is under common control with that Party, where "**control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.

22. **INDEMNIFICATION:**

- A. **Counterparty:** Except to the extent a claim arises from any negligence or willful misconduct of a Counterparty Indemnified Party, Tesla hereby agrees to indemnify, hold harmless and defend Counterparty, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Counterparty Indemnified Party**") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Tesla's use of the Premises; (ii) Tesla's breach of this Agreement; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.
 - B. **Tesla:** Except to the extent a claim arises from any negligence or willful misconduct of a Tesla Indemnified Party, Counterparty hereby agrees to indemnify, hold harmless and defend Tesla, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Tesla Indemnified Party**") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Counterparty's entry onto the Premises; or (ii) Counterparty's breach of this Agreement.
23. **LIENS:** Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Tesla at the Premises.
24. **DESTRUCTION:** Any total destruction of the Premises shall, at Counterparty's or Tesla's written election within thirty (30) days of such destruction, terminate this Agreement.
25. **INSURANCE:** During the Term, Tesla shall maintain commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand dollars (\$2,500,000) per occurrence and Four Million dollars (\$4,000,000) aggregate for combined single limit for bodily injury or third party property damage. The total limits above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and upon reasonable request by Counterparty. Tesla shall include Counterparty as additional insured on its commercial general liability and, if applicable to meet limit requirements, umbrella and/or excess insurance policies, with respect to liability under this Agreement. Tesla will maintain worker's compensation insurance in accordance with state and federal law. This requirement may be waived if Tesla is a qualified self-insured in the state where premises are located. Insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism that has either (a) a Best Insurance Reports rating of "A-" or better; or (b) a financial size category of "VI" or higher, provided, that if such self-insurance program does not meet either (a) or (b), then Tesla's use of self-insurance for the coverages herein

shall be subject to Counterparty's approval, not to be unreasonably withheld, conditioned, or delayed.

26. **CONFIDENTIALITY AND PUBLICITY:**

- A. **Confidentiality:** Tesla and Counterparty agree that the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this Agreement are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter.
- B. **Permitted Disclosures:** Notwithstanding the foregoing, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a "need to know" such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 26, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients and (ii) as required by law, including any Washington state public records requirements; provided that if Counterparty receives such a request, then Counterparty shall promptly notify Tesla to allow Tesla to seek a protective order or other appropriate remedy before the Agreement is released.
- C. **Publicity:** Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent.

27. **ENVIRONMENTAL MATTERS:**

- A. **Definitions:** The following definitions shall be used in this Section 27.

"Environmental Law" means any federal, state or local law pertaining to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation, or damage thereof), public or employee health or safety or any other environmental matter, including, but not limited to, the following: (a) Clean Air Act (42 U.S.C. § 7401, et seq.); (b) Clean Water Act (33 U.S.C. § 1252, et seq.); (c) Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.); (d) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.); (e) Safe Drinking Water Act (42 U.S.C. § 300f, et seq.); (f) Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); (g) Endangered Species Act (16 U.S.C. § 1531, et seq.); (h) Occupational Safety and Health Act (29 U.S.C. § 651, et seq.); (i) Emergency Planning and Community Right-To-Know Act (42 U.S.C. § 11001, et seq.); and (j) any other applicable laws or regulations for the protection of the environment, human health or safety or regulating Hazardous Materials, or Hazardous Material Activities.

"Hazardous Materials" means (a) any petroleum, crude oil, natural gas, or any fraction, product or derivative thereof, radioactive materials, asbestos in any form that is friable; (b) any chemicals, materials, substances or wastes that are defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous substances, toxic substances, pollutants, contaminants or words of similar import under any Environmental Law; and (c) any other chemical, material, substance,

waste or exposure that is limited or regulated by any governmental authority having jurisdiction over the Premises.

“Hazardous Materials Activity” means the handling, transportation, transfer, recycling, storage, use, treatment, manufacture, generation, investigation, removal, remediation, release, exposure of others to, sale or distribution of any Hazardous Material or any product containing a Hazardous Material, and any consulting, management, administrative, monitoring or testing services relating to any of the foregoing.

- B. **Permits:** Counterparty has, and at all times has had, all permits, approvals, permissions, authorizations, franchises or other required conditions necessary for the lawful conduct of the operation of its facilities or the conduct of its business and operations under applicable Environmental Laws at the Property, and Counterparty is, and all times has been, in compliance with all such permits, approvals, permissions, authorizations, franchises or other required conditions.
 - C. **Representations:** Counterparty represents and warrants the following:
 - (i) no Hazardous Materials have been stored, kept, used or released by or on behalf of Counterparty or, at any time during Counterparty’s occupancy, have been, present or released at, on, under or from any Counterparty business facility in violation of any applicable Environmental Law;
 - (ii) Counterparty has not engaged in any Hazardous Materials Activity in violation of any applicable Environmental Law;
 - (iii) no claim or legal proceeding is pending or threatened against Counterparty concerning any of the Hazardous Materials Activities of Counterparty, or any Hazardous Materials Activity on the Property, nor is Counterparty aware of any activities or other information that would give rise to such a claim or threat of claim; and
 - (iv) no Hazardous Materials have been placed on the ground or are known to exist on, in or below the Property in violation of any applicable Environmental Law.
 - D. **Indemnification:** Based on the representations and warranties noted above and notwithstanding any provision in this Agreement to the contrary, Counterparty agrees that it will indemnify and hold Tesla harmless for any and all costs, liabilities, investigations, damages and expenses, including any remediation costs or cleanup or corrective action expenses, associated with any Hazardous Materials or other contamination discovered on the Property.
 - E. **Remediation:** Counterparty agrees that it is responsible for remediating any pre-existing contamination and any contamination not caused by Tesla, its agents, contractors or employees, in each case in order to allow complete construction of the Supercharger Station in a timely manner and use of the Premises for the intended purposes.
28. **NOTICES:** All notices, demands and approvals shall be in writing and shall be delivered by prepaid first class certified mail, or by a reputable overnight delivery service, to the addresses of the

respective Party as specified in Section 1. Notice given by certified mail shall be deemed given on the second business day after deposit in the United States Mail, and any notice given by overnight delivery service shall be deemed given on the next business day after deposit with such overnight delivery service. Copies of notices, demands and approvals shall also be delivered if a “copy to” e-mail or other address is specified in Section 1. Notwithstanding the foregoing, as provided in Section 5, Counterparty may approve the plans and specifications by e-mail. Either Party may change their respective address for notices by giving written notice of such new address in accordance with the provisions of this Section 28.

29. **BROKERS**: Each Party represents to the other Party that it has not dealt with any broker and each Party hereby agrees to indemnify and hold the other Party harmless from all losses and liabilities, including court costs and reasonable attorneys’ fees, arising out of any claims for commissions or fees related to any broker, finder or similar person with whom the indemnifying Party has dealt, or purportedly has dealt, in connection with this Agreement.
30. **SALE OR TRANSFER**: In the event of a sale or transfer of all or a portion of Counterparty’s interest in the Property or Premises while this Agreement is in effect, Tesla’s rights shall be conveyed with the Property or Premises and Counterparty warrants that any transferee shall be bound by all terms and conditions of this Agreement, and shall obtain any necessary documents to confirm such assignment.
31. **SUCCESSORS AND ASSIGNS**: This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective successors and assigns.
32. **SUBORDINATION**: Subject to Section 15 above, this Agreement is subject to and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or superior leases and mortgages; provided that Tesla’s rights under this Agreement shall not be disturbed by such subordination so long as no Event of Default by Tesla exists. This Section 32 shall be self-operative and no further instrument of subordination or non-disturbance shall be required by any ground or superior lessor or by any mortgagee, affecting any lease or the Property.
33. **FORCE MAJEURE**: If either Party’s performance of its obligations under this Agreement is delayed by Force Majeure, then such Party’s time of performance will be extended by a corresponding number of days, As used in this Agreement, “**Force Majeure**” means an act, event, condition or requirement beyond such party’s reasonable control, including, without limitation, labor disputes, governmental restrictions, natural disasters, fire, flood, inclement weather, pandemic, disease or other outbreak of infectious disease or any other public health crisis, inclusive of quarantine, shelter order or similar restrictions on employees or travel, declaration of national, regional or local state of emergency, explosion, embargoes, war, terrorism, civil disturbance or other similar events.
34. **INCENTIVES**: Counterparty agrees that Tesla shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Supercharger Station, including, without limitation, from electricity delivered through, stored at or generated by the Supercharger Station. Counterparty will cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not obligated to incur any out-of-pocket costs in doing so unless reimbursed

by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. "**Incentives**" means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.

35. **COMPLIANCE WITH LAW:** Each Party shall comply with all applicable codes, laws and ordinances ("**Laws**") in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.
36. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state where the Premises are located.
37. **WAIVER OF JURY TRIAL:** COUNTERPARTY AND TESLA EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT.
38. **NON-DISCRIMINATION:** The Parties are against discrimination, harassment and unfair treatment of individuals, and therefore each Party agrees that it shall not discriminate against or segregate any person, or group of persons on account of sex, marital status, sexual orientation, gender identity, disability, race, age, color, religion, creed, veteran status, national origin or ancestry in the performance of their respective obligations in this Agreement, or knowingly permit any such practice by its directors, officers, managers, members, employees, agents, representatives or contractors in connection with this Agreement that is in violation of applicable Laws.
39. **INTERPRETATION:** The headings and defined terms in this Agreement are for reference purposes only and may not be construed to modify the terms of this Agreement. Neither Party shall have the right to unilaterally revoke or terminate this Agreement, unless such revocation or termination is pursuant to the explicit terms of this Agreement.
40. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.
41. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this Agreement as of the date signed below.

COUNTERPARTY:

City of Ridgefield, WA
a Municipal Corporation

By: _____
Name: _____
Title: _____
Date: _____

TESLA:

Tesla, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

Attachment: Tesla Supcharger Agreement - Ridgefield WA (Tesla Supcharger Agreement)

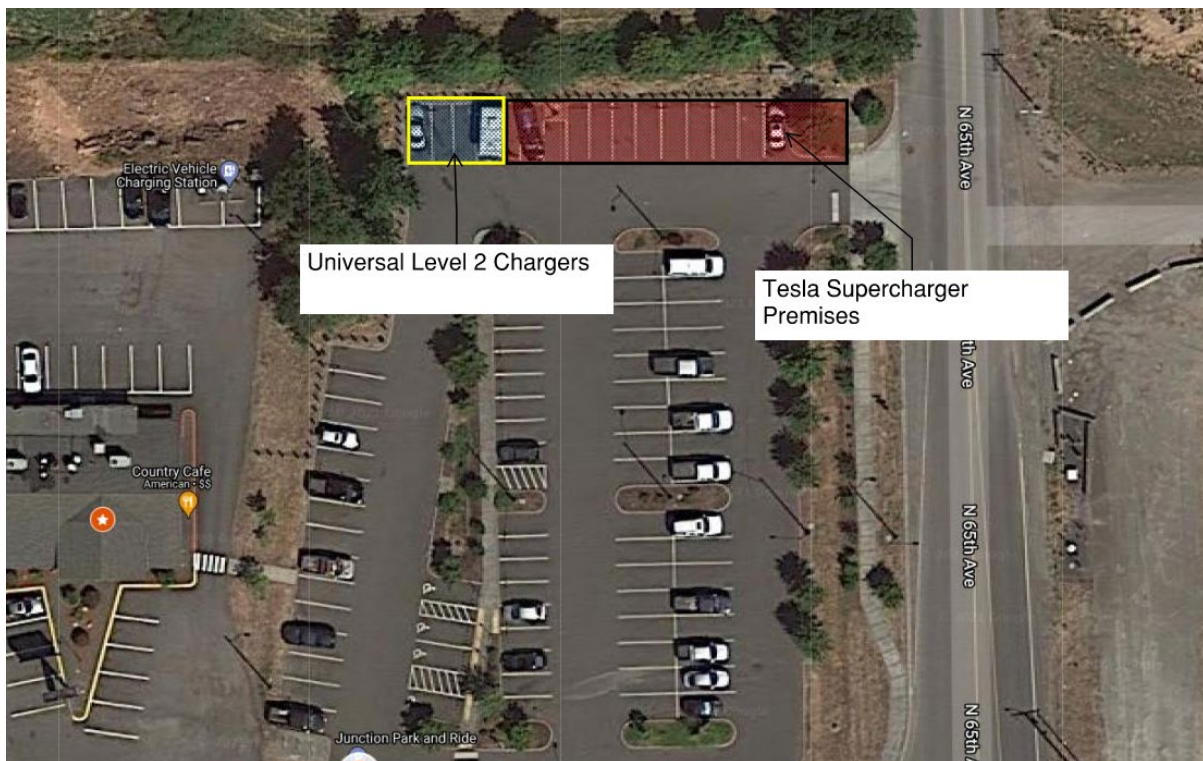
EXHIBIT A

Premises and Property Depiction and Address

Property Address: 45.817702, -122.682862

Premises and Property Depiction:

Property Depiction:



Attachment: Tesla Supcharger Agreement - Ridgefield WA (Tesla Supercharger Agreement)

EXHIBIT B**Supercharger Station**

Tesla shall install the Supercharger Station on the Premises pursuant to the terms of this Agreement and the Approved Plans.

The “**Supercharger Station**” shall consist of: (a) necessary utility infrastructure, which may include a utility transformer, metering equipment, conduit, wiring and concrete pads (collectively, the “**Infrastructure**”); and (b) certain trade fixtures as determined by Tesla, which shall include twelve (12) charge posts (“**Superchargers**”), power electronics equipment, switchgear and Signage, and may also include, without limitation, fence or other visual barriers, a canopy, solar panels and an energy storage system (collectively, the “**Trade Fixtures**”).

Signage**Dedicated Stall Sign Example**



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 30, 2013

Steve Wall
City of Ridgefield
PO Box 608
Ridgefield, WA 98642

Contract/Grant No. 62013-004
Change Order No. _____
Vendor/Cust. No. 9089
PN _____
Acct. No. 300.00.334.05.60

Subject: 2013-2017 State Capital Construction Grant Agreement GCB1500
Regional Mobility Grant Program.

Dear Mr. Wall:

Enclosed is a completely executed original Agreement GCB1500 State Capital Construction Grant. These funds will:

Project A:

Acquisition and construction of a fully improved 88-space park and ride lot on ~1.4 acre parcel at junction of I-5 and State Route 501 (exit 14 in Ridgefield, Washington). The park and ride will include a bus stop and pull-through for transit service.

You will receive by email your reimbursement request forms and required quarterly progress report forms. To receive payment, please send your completed forms to:

**WSDOT
Public Transportation Division
P.O. Box 47387
Olympia, WA 98504-7387**

If you have any questions or need technical assistance, you may contact Mark Eldridge at 360-705-7273. We look forward to working with you during the course of your project.

Sincerely,

Theo Yu, Accountability and Budget Manager
Public Transportation Division

TY: krc

Enclosures

Attachment: Park Ride Grant agreement (Tesla Supercharger Agreement)

State Capital Construction Grant Agreement							
WSDOT Regional Mobility Grant Program							
Washington State Department of Transportation Public Transportation Division 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 WSDOT Contact: Mark Eldridge 360-705-7273	Contractor: City of Ridgefield PO Box 608 Ridgefield, WA 98642 Contact Person: Steve Wall 360-887-3557						
Term of Project: From July 1, 2013 to July 1, 2017	ID #: SW001711100						
Scope of Project: As set forth in Exhibit I, Project Scope, Schedule and Budget, and Attachment A to Exhibit I	Project Title: SR 501 / I-5 Park and Ride						
Location: As set forth in Exhibit I Attachment A	Project Costs:						
Agreement Number: GCB1500	<table> <tr> <td>Total Project Cost \$</td><td>1,685,000</td></tr> <tr> <td>State Regional Mobility Grant Funds \$</td><td>1,295,000</td></tr> <tr> <td>Minimum Matching Funds Required \$</td><td>337,000</td></tr> </table>	Total Project Cost \$	1,685,000	State Regional Mobility Grant Funds \$	1,295,000	Minimum Matching Funds Required \$	337,000
Total Project Cost \$	1,685,000						
State Regional Mobility Grant Funds \$	1,295,000						
Minimum Matching Funds Required \$	337,000						

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES," WITNESSETH THAT:

WHEREAS, pursuant to RCW 47.66.030 the Regional Mobility Grant Program has been established to aid local governments in funding projects such as intercounty connectivity service, park and ride lots, rush hour transit service, and other capital projects that improve the connectivity and efficiency of the state's transportation system;

WHEREAS, pursuant to RCW 47.66.040 WSDOT shall select projects based on a competitive process consistent with local, regional, and state transportation plans, local transit development plans and local comprehensive land use plans;

WHEREAS, pursuant to chapter 44.48 RCW the Legislative Evaluation and Accountability Program (LEAP) Committee provides analysis and monitoring of state expenditures, budgets and related fiscal matters and consults with Legislative committees;

WHEREAS, the State of Washington in its Sessions Laws of 2013, chapter 306, section 220(4) and (5), provides Regional Mobility funding through the multimodal transportation account and the regional mobility grant program account as identified in the budget through its 2013-2015 biennial appropriations to WSDOT;

WHEREAS, WSDOT Public Transportation Division administers **Regional Mobility Grant** Program funds to provide assistance solely for transportation projects as identified in **LEAP Transportation Document 2013-2 ALL PROJECTS** as developed on April 23, 2013 Public Transportation V;

NOW, THEREFORE, in consideration of the terms, conditions, performances, and mutual covenants herein set forth and the attached Exhibit I, "Project Scope, Schedule and Budget," IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1

Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide capital funding to the CONTRACTOR for the design, acquisition, construction and/or improvements of capital facilities and infrastructure to be used in the provision of transportation services to persons in the State of Washington, hereinafter referred to as the "Project." Reference to the "Project" shall include all such capital facilities, infrastructure and/or associated equipment designed, acquired, constructed, improved or installed under this AGREEMENT.

Section 2

Scope of Project

The CONTRACTOR agrees to perform the work and complete the Project described and detailed in Exhibit I, "Project Scope, Schedule and Budget" and in accordance with its Attachment A, "Project Application – Location and Description of Work" (hereinafter referred to as "Attachment A"), and in accordance with the terms and conditions of this AGREEMENT. By the preceding reference Exhibit I with its Attachment A is fully incorporated herein as if fully set out in this AGREEMENT. In the event any conflicting terms exist between Exhibit I, "Project Scope, Schedule and Budget" and Attachment A, Exhibit I, "Project Scope, Schedule and Budget" supersedes and shall prevail over Attachment A.

Section 3

Term of Project

The Project period of this AGREEMENT shall commence and terminate on the dates shown in the caption space header titled "Term of Project" regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header titled "Term of Project" and all caption space headers above are by this reference incorporated herein into the AGREEMENT as if fully set forth in the AGREEMENT.

Section 4

State Review of Project

WSDOT shall review the project identified in this AGREEMENT as Exhibit I, "Project Scope, Schedule and Budget" and Attachment A, at least semiannually to determine whether the Project is making satisfactory progress. If WSDOT has awarded funds, but the CONTRACTOR does not report satisfactory activity within one (1) year of the initial grant award, WSDOT shall review the Project to determine whether the grant should be terminated as provided in Section 33, Termination..

Section 5

Project Costs and Minimum Match Requirement

The reimbursable costs of the Project shall not exceed the amount indicated for "State Regional Mobility Grant Funds" located within the caption space header titled "Project Costs." The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Exhibit I, "Project Scope, Schedule and Budget" and Attachment A. The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in the caption space header titled "Project Costs" in the amount indicated as "Minimum Matching Funds Required." Examples of eligible matching funds are listed in WSDOT's *Guide to Managing Your Regional Mobility Grant*, 2013 version, which can be found at www.wsdot.wa.gov/Transit/Grants/mobility.htm and any amendments thereto, which by this reference is fully incorporated herein as if fully set out in this AGREEMENT. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT will exceed or be less than the amount identified as "Total Project Cost" in the caption space header titled "Project Costs," the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination.

Section 6

Inspection of the Project

The CONTRACTOR shall inspect the Project pursuant to this AGREEMENT as required during construction and upon Project completion. Upon receipt and acceptance of the Project, the CONTRACTOR agrees that it has fully inspected the Project and accepts it as being in good condition and repair, and that the CONTRACTOR is satisfied with the Project and that the Project complies with all regulations, rules, and laws.

Section 7

Use of Park and Ride Facilities

In order to be eligible to receive a Regional Mobility grant, a transit agency must establish a process for private transportation providers to apply for the use of park and ride facilities.

Section 8

Miscellaneous Charges and Conditions

The CONTRACTOR shall pay and be solely responsible for all storage charges, parking charges, late fees, and fines, as well as any fees and taxes, except applicable state sales or use tax, which may be imposed with respect to the Project by a duly constituted governmental authority as the result of the CONTRACTOR's use or intended use of the Project. All replacements, repairs, or substitutions of parts or Project Equipment shall be at the cost and expense of the CONTRACTOR.

Section 9

Payment

A. State funds shall be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project described in Exhibit I, "Project Scope, Schedule and Budget" and Attachment A. Allowable Project expenses shall be determined by WSDOT as described in WSDOT's *Guide to Managing Your Regional Mobility Grant*, 2013 version, and any subsequent amendments thereto. In no event shall the total amount reimbursed by WSDOT hereunder exceed the "State Regional Mobility Grant Funds" identified in the caption space header titled "Project Costs."

B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled "Term of Project" less any pre-payment discounts, rebates, late penalties and/or refunds. Such costs to be reimbursed shall be calculated as described in WSDOT's *Guide to Managing Your Regional Mobility Grant*, 2013 version, and any subsequent amendments thereto. The CONTRACTOR may submit to WSDOT requests for partial payment for eligible costs incurred no more than once per month and the CONTRACTOR shall submit to WSDOT an invoice or financial summary of the activity of the Project at least quarterly. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries.

C. The CONTRACTOR shall submit an invoice by the 15th of July of every state fiscal year (July 1 through June 30) of the Term of Project. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. The CONTRACTOR's final payment request must be received by WSDOT by July 15 immediately following the final fiscal year of the Term of Project, within thirty (30) days of the completion of the Project, or within thirty (30) days of the termination of this AGREEMENT, whichever is sooner. Any payment request received after the 15th day after the end of the grant period will not be eligible for reimbursement.

Section 10

Assignments, Subcontracts, and Leases

A. Unless otherwise authorized in advance in writing by WSDOT, the CONTRACTOR shall not assign any completed Project facilities and/or infrastructure under this AGREEMENT, or execute any contract, amendment, or change order thereto pertaining to the Project or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT or lease or lend the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include Sections 11 through 23 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT. The PARTIES further agree that those clauses shall not be modified, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in an advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

Statement of Financial Assistance:

"This AGREEMENT is subject to the appropriations of the State of Washington."

Attachment: Park Ride Grant agreement (Tesla Supercharger Agreement)

Section 11

Reports and Project Use

A. The CONTRACTOR agrees that the Project shall be used for the provision of transportation services within the area indicated in Exhibit I Attachment A Section 4 for the Project's reporting period of project term plus four years after the project is complete, as set forth in WSDOT's *Guide to Managing Your Regional Mobility Grant*, 2013 version, and any subsequent amendments thereto. The CONTRACTOR further agrees that it will not use or permit the use of the Project in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to use the Project during the project term and reporting period, the CONTRACTOR agrees that it may be required to refund up to the entire amount of the "State Regional Mobility Grants Funds" expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project facilities and/or infrastructure is withdrawn from Project use or when the Project or any part thereof is used in a manner substantially different from that identified in Exhibit I, "Project Scope, Schedule and Budget" and Attachment A. If the Project is permanently removed from transportation services, the CONTRACTOR agrees to immediately notify WSDOT of its intentions regarding the disposal of the Project or any part of the Project thereof.

B. **Reports.** The CONTRACTOR shall submit quarterly reports to WSDOT for the Term of Project, regarding the progress of the Project and annual performance reports for four calendar years after the project is operationally complete, as prescribed in WSDOT's *Guide to Managing Your Regional Mobility Grant*, 2013 version, and any subsequent amendments thereto or as WSDOT may require, including, but not limited to, interim and annual reports. The CONTRACTOR shall keep satisfactory written records with regard to the use of Project and shall submit the following reports to, and in a form and at such times prescribed by WSDOT as set forth in WSDOT's *Guide to Managing Your Regional Mobility Grant*, 2013 version, and any subsequent amendments thereto:

1. An approved Performance Measurement Plan must be on file with WSDOT before submitting the first reimbursement request.
2. An Annual Performance Report that includes a summary of overall project performance and supporting data.
3. Reports describing the current usage of the Project and other data which WSDOT may request from the CONTRACTOR by memos, e-mails or telephone requests.
4. In the event any portion of the Project sustains disabling damage, the CONTRACTOR shall notify WSDOT immediately after the occasion of the damage, including the circumstances thereof.
5. The CONTRACTOR shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT.

C. **Remedies for Misuse or Noncompliance.** The CONTRACTOR shall not use the Project or any part thereof in a manner different from that described in Exhibit I, Project Scope, Schedule and Budget, and Attachment A, as set forth in Section 2 of the AGREEMENT. If WSDOT determines that the Project has been used in a manner different from Exhibit I, Project Scope, Schedule and Budget, and Attachment A, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the "Project Costs." WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to comply with any provision of this AGREEMENT.

Section 12

Maintenance of the Project

The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project to assure it remains in good and operational condition until the end of its useful life. The useful life of the constructed project will be determined by using the North American Industry Classification System (NAICS) code tables. All service, materials, and repairs in connection with the use and operation of the Project during its useful life shall be at the CONTRACTOR's expense. CONTRACTORS who are transit agencies must also have a Transit Asset Management Plan certified by WSDOT that details the transit agency's plan to maintain the Project. All other CONTRACTORS must submit a written Maintenance Plan to WSDOT for approval prior to the occupation and/or operations of the Project. The CONTRACTOR agrees, at a minimum, to maintain the Project and service or replace parts at intervals recommended in the manuals and/or instructions provided by the subcontractors and/or component manufacturers, or sooner if needed. The CONTRACTOR shall have the Project routinely inspected and make arrangements for any appropriate service and repair under the manufacturer's warranty. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project in accordance with Section 22, Audits, Inspection, and Retention of Records. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

Section 13

General Compliance Assurance

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Guide to Managing Your Regional Mobility Grant*, 2013 version, and any amendments thereto. The CONTRACTOR agrees that, WSDOT and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT, but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT. It is understood by the CONTRACTOR that this assurance obligates the CONTRACTOR and any transferee of the CONTRACTOR, or said transferee's successor(s), for the term of this AGREEMENT."

Section 14

Compliance with State Design Standards

The CONTRACTOR agrees the Project design must comply with all Washington State Standard Specifications for Road, Bridge, and Municipal Construction (www.wsdot.wa.gov/Publications/Manuals/M41-10.htm), and any revisions thereto. Projects that wish to use design standards that differ from state standards must submit a request to WSDOT's Public Transportation Division and obtain documented approval before design work commences.

Section 15

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof and the CONTRACTOR hereby agrees to include this provision in all contracts it enters into for the design, acquisition, and construction of facilities and/or infrastructure related to the Project, or the performance of any work to be accomplished under this AGREEMENT.

Section 16

Ethics

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the CONTRACTOR rent or purchase any Project equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 17

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW.

Section 18

State and Local Law

Except when a federal statute or regulation pre-empts state or, local law, no provision of this AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. Thus if any provision or compliance with any provision of this AGREEMENT violates state, or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 19

Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all

hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with Title 49 RCW, Labor Regulations.

Section 20

Environmental Protections and Archeological Preservation

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA). The CONTRACTOR also agrees to comply with all applicable requirements of Executive Order 05-05, Archeological and Cultural Resources, for all capital construction projects or land acquisitions for the purpose of a capital construction project, not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 21

Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 22

Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six (6) year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT, and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, maintenance records, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its contractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, the State Auditor, or their duly authorized representatives, to inspect all work, materials, payrolls, maintenance records, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 23

Permitting

The CONTRACTOR agrees to be solely responsible for all required Federal, State and/or local permitting as related to the Project.

Section 24

Loss or Damage to the Project

A. The CONTRACTOR, at its own expense, shall cover any loss, theft, damage, or destruction of the Project's facilities, associated equipment and/or infrastructure using either of the following methods:

1. The CONTRACTOR shall maintain property insurance for facilities, associated equipment and/or infrastructure adequate to cover the value of the Project; the CONTRACTOR shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first request for reimbursement, and supply proof of renewal annually thereafter; or

2. The CONTRACTOR shall certify that it has self-insurance and provide a written certificate of self-insurance to WSDOT with the first request for reimbursement, and annually thereafter. The CONTRACTOR will cover from its own

resources the costs of repairing or replacing any Project facilities, associated equipment and/or infrastructure, if it is stolen, damaged, or destroyed in any manner.

B. If the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the CONTRACTOR. The CONTRACTOR shall, within thirty (30) days, either:

1. Devote all of the insurance proceeds received to repair the Project and place it back in service, and the CONTRACTOR shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
2. In the event the CONTRACTOR certified to self- insurance, devote all funds necessary to repair the Project and place it back into service.

C. If the Project is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to the CONTRACTOR and within fifteen (15) days the CONTRACTOR shall pay WSDOT its proportionate funded share of such proceeds received. The CONTRACTOR shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project facilities, associated equipment and/or infrastructure; or
2. Does not intend to replace the lost Project facilities, associated equipment and/or infrastructure.

D. If the CONTRACTOR intends to replace the Project facilities, associated equipment and/or infrastructure then WSDOT will reimburse the CONTRACTOR upon receipt of an approved invoice, funds up to the amount WSDOT received in insurance proceeds.

E. Coverage, if obtained or provided by the CONTRACTOR in compliance with this section, shall not be deemed as having relieved the CONTRACTOR of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

Section 25 Limitation of Liability

A. The CONTRACTOR shall indemnify and hold WSDOT, its agents, employees, and officers harmless from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 26 Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters he or she is acting solely as an agent of WSDOT.

Section 27 WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the Project as it is defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct

administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

Section 28

Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 29

Lack of Waiver

In no event shall any WSDOT payment of funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default

Section 30

Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 31

Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such amendments shall not be binding or valid unless signed by the persons authorized to bind each of the PARTIES.

Section 32

Disputes

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division's Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR'S receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by the WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 33

Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may

terminate the award in its entirety. PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government or WSDOT determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Failure to perform the Project or any part thereof including, but not limited to:
 - a) Failure to build the Project according to the design specifications and all building code required standards;
 - b) Failure to remedy all defects in the performance of the Project and correct all faulty workmanship by the CONTRACTOR or its subcontractors in a timely manner;
 - c) Failure to take any action which could affect the ability of the Project to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
 - d) Failure to make reasonable and appropriate use of the Project real property, facilities, equipment and/or infrastructure.
4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
5. Fails to perform in the manner called for in this AGREEMENT, or fails, to comply with or, is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

Section 34 Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 35 Subrogation

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project or other property in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the Contractor.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage to the Project. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 36 Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 37 Counterparts

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

Section 38 Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 39 Execution

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

Section 40 Binding Agreement

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last written below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: _____

Brian Lagerberg, Director
Public Transportation Division

CONTRACTOR

By: _____

Authorized Representative

Title: _____

Print Name: _____

Print Title _____

Date: _____

APPROVED AS TO FORM

By: _____

Susan Cruise
Assistant Attorney General

Date: July 11, 2013

Date: _____

EXHIBIT I

PROJECT SCOPE, SCHEDULE AND BUDGET

Total Project Cost	1,685,000
2013-15 Biennium Grant Amount	1,295,000
Minimum match requirement	337,000

Project A

Acquisition and construction of a fully improved 88-space park and ride lot on ~1.4 acre parcel at junction of I-5 and State Route 501 (exit 14 in Ridgefield, Washington). The park and ride will include a bus stop and pull-through for transit service.

See Attachment A, Regional Mobility Grant Project Application – Location and Description of Work for additional details.

Attachment A
to Exhibit I
Project Application
Location and Description of Work

Attachment: Park Ride Grant agreement (Tesla Supercharger Agreement)

1. Project Summary
2013-2015 Regional Mobility Grant

Project Title		Category	2 Yr	4 Yr
Ridgefield Interstate 5/State Route 501 Interchange Park and Ride		CN	✓	
		OP		
		EV		
Lead Agency		Federal Tax ID #		
City of Ridgefield, WA		91-6001494		
		Legislative Districts		
		18		
Mailing address		Grant request for 2013 - 2015		
PO Box 608		\$1,295,000		
Ridgefield, WA 98642		Grant request for 2015 - 2017		
		Total grant request		
		\$1,295,000		
EXPENDITURE PLAN				
Address to receive reimbursement checks		2013-2015 Biennium		
Same as mailing address		Jul - Sep, 2013	\$485,000	
		Oct - Dec, 2013	\$100,000	
		Jan - Mar, 2014	\$25,000	
		Apr - Jun, 2014	\$170,000	
Project Manager		Jul - Sep, 2014	\$450,000	
Steve Wall, Public Works Director		Oct - Dec, 2014	\$65,000	
Phone no.		Jan - Mar, 2015		
360.887.3557		Apr - Jun, 2015		
Email		Total 2013-2015 Biennium		
steve.wall@ci.ridgefield.wa.us		\$1,295,000		
Grant Administrator		2015-2017 Biennium		
Gaylynn Brien, Finance Director		Jul - Sep, 2015		
Phone no.		Oct - Dec, 2015		
360.887.3557		Jan - Mar, 2016		
Email		Apr - Jun, 2016		
gaylynn.brien@ci.ridgefield.wa.us		Jul - Sep, 2016		
Billing Contact		Oct - Dec, 2016		
Kirk Johnson, Accountant		Jan - Mar, 2017		
Phone no.		Apr - Jun, 2017		
360.887.3557		Total 2015-2017 Biennium		
Email		\$0		
kirk.johnson@ci.ridgefield.wa.us		Total grant request both biennium's		
		\$1,295,000		
Summarize the proposed grant project				
Acquisition and construction of a fully improved 88 space park and ride lot on an approximately 1.4 acre parcel at the junction of Interstate 5 and State Route 501 junction (Exit 14) in Ridgefield, Washington. The park and ride lot will include a bus stop and pull through for transit service. The lot will serve people travelling on the I-5 corridor in the Vancouver/Portland metropolitan area and north to Seattle.				
WSDOT Approved Vehicle Trips Reduced (VT)		WSDOT Approved Vehicle Miles Traveled Reduced (VMT)		
↓ 36,608 In Year 1		↓ 835,244 In Year 1		
↓ 45,760 In Year 4		↓ 1,044,056 In Year 4		

Attachment: Park Ride Grant agreement (Tesla Supercharger Agreement)



Washington State
Department of Transportation

2. Readiness to Proceed 2013-2015 Regional Mobility Grants

Readiness to Proceed Checklist

Design % complete

10%

Environmental permits applied for?
approved?

Yes ☐ No ☒
Yes ☐ No ☒

Building permits applied for?
approved?

Yes ☐ No ☒
Yes ☐ No ☒

Executive Order 05-05 compliance applied for?
approved?

Yes ☐ No ☒
Yes ☐ No ☒

Land /right-of-way % acquired

26%

Construction % complete

0%

RFP (or IFB) published?

Yes ☐ No ☒

Or – other agency procurement identified?

Yes ☐ No ☒

Vendor selected?

Yes ☐ No ☒

Additional Information

- Completed preliminary site plan and layout and identified code requirements for development and construction.
- Developed preliminary construction cost estimates based on preliminary site plan.
- Currently own approximately 15,800 square feet of right of way that will be dedicated to the site.
- Currently own approximately 22,000 square feet of right of way adjacent to existing storm water detention facility across the street from the site to be used as needed if the storm water facility needs to be expanded.
- Received signed letter of commitment from project partners C-TRAN and WSDOT (Attachment A).
- Received signed letter of interest from the owner of the proposed site outlining probable terms and conditions of sale (Attachment B).

3. Project Description (two pages) 2013-2015 Regional Mobility Grants

Describe the problem this project is designed to solve in relation to both the local public transportation system and the broader regional transportation system. Include the location and the specific congested corridor or situation.

The problems the proposed project is designed to solve include:

- Provide the growing number of local residents and people travelling through the area a convenient, safe, secure and dedicated location to park their cars while ride sharing or connecting to transit service.
- Contribute to efforts to reduce congestion along the Interstate 5 (I-5) and Interstate 205 (I-205) corridors in Washington and Oregon.

Development of a new interchange and associated road improvements has removed a well used but poorly maintained park and ride lot that has served the area since the early 1980s. Observations before the closure of the former lot suggest it was full on most weekdays by roughly 9:00 AM.

The proposed park and ride lot is at the junction of State Route 501 and I-5 and is at the heart of one of the fastest growing areas in Washington State. Between the 2010 census and the April 1, 2012 State population estimate Ridgefield's population increased 9.4 percent. In 2012 Ridgefield was the fifth fastest growing city in Washington State in percentage terms (excluding annexations). Residential development has accelerated significantly in 2012 with 100 new single family residence construction permits issued through October 1 – a 90% increase over the same period in 2011. Ridgefield's 20 year growth projections anticipate the City's population increasing from 5,120 to over 20,000 and includes land and zoning to accommodate that growth. Looking more broadly, between 2000 and 2012 Clark County's population grew by more than 86,000 or 25%. Clark County's Comprehensive Plan anticipates an additional 150,000 people (35% increase) by 2024.

Currently, an estimated 60,000 Clark County residents work in Oregon. The I-5 bridge over the Columbia River is very congested and has a level of service rating of "F". The I-205 corridor from State Route 14 to Burton Road has a level of service rating of "E". Clark County residents driving to and from employment in Oregon routinely create backups on both I-5 and I-205 going northbound and southbound that can extend for several hours in peak travel times.

3. Project Description (two pages) 2013-2015 Regional Mobility Grants

Describe how the proposed grant project will address the above problem.

The proposed park and ride lot will provide 88 fully improved parking spaces and a location for a regular connection to C-TRAN and Tri-Met transit services. Located approximately 1,000 road feet from Exit 14 on I-5 the proposed park and ride lot will be very convenient for local residents and travellers along I-5. Businesses located within 500 feet of the proposed lot include two gas stations and a restaurant. The surrounding street infrastructure and landscaping is also new and fresh. The I-5/SR 501 interchange was re-built in 2010 and new roundabouts and access roads were completed in October 2012. As proposed, the park and ride lot amenities will include lighting and a bus stop/pull through for transit service. When completed the proposed park and ride lot will provide a convenient, safe and secure location to park a vehicle.

The proposed facility will also provide a convenient and safe location for individuals to park and board onto C-TRAN Connector service. C-TRAN currently operates a general purpose, dial-a-ride/deviated fixed route service within the City of Ridgefield, with connections to the greater C-TRAN network serving Clark County and Portland. C-TRAN's service formerly made two midday scheduled stops per day at the former park and ride facility. C-TRAN will reestablish scheduled Connector stops and enable multimodal connections between personal vehicles and transit service. Through C-TRAN transit users can connect to Portland's Tri-Met bus and light rail service throughout the greater Portland area.

Located at the northern edge of the Portland/Vancouver Metropolitan Area the proposed park and ride is uniquely positioned to help relieve congestion along the I-5 and I-205 corridors. Our estimates of the reductions in vehicle trips (VT) and vehicle miles travelled (VMT) were developed using available information about the use of the former park and ride lot. Although some of the information is dated we believe our calculations represent a reasonable and conservative estimate of the likely impact on VT and VMT.

According to observations in the months immediately prior to the lot's closing, approximately 65 – 75 vehicles parked in this lot daily. Essentially, all of the usable spaces were being utilized. We believe that some potential users of the lot were turned away by the condition of the lot and the fact that it was essentially full.

Given the demand at the former lot, the improved condition of the proposed lot and the growth in the region we assume that the proposed lot will be essentially full by Year 4. Assuming 100% utilization results in 45,760 vehicle trips reduced in Year 4. In April 2005 WSDOT completed a survey to determine usage patterns at the former lot. The survey responses were limited (11) but indicate roughly two-thirds of the trips were going south-bound on I-5 or I-205 to Vancouver or Portland while one-third were going northbound.

Our Year 4 VMT reduction of 1,044,056 is also based on the responses to the April 2005 survey. The 2005 survey results indicate that 63% of the VMT were associated with trips going southbound on I-5 or I-205 (36% to or through Portland) and 37% were associated with trips going northbound on I-5.

Based on the usage and survey data associated with the former lot we believe the proposed park and ride lot will help reduce congestion along the I-5 and I-205 corridors in southwest Washington and the Portland Metropolitan area.



Washington State
Department of Transportation

6. Impact on Congested Corridors 2013-2015 Regional Mobility Grants

Identified Bottleneck or Chokepoint
beginning / ending location:

- Interstate 5 bridge over the Columbia River (#64)
- Interstate 205 from State Route 14 to Burton Road (#62)

Level of Service

The current level of service through the corridor is:

- Level of Service: F
- Level of Service: E

Describe the congestion problems your proposal addresses. The explanation should relate the project to both the public transportation system and the broader regional transportation system and should clearly demonstrate the connection between the problem and your proposal.

Between 2000 and 2012 Clark County's population has grown by more than 86,000 people or 25%. During that same time Ridgefield's population increased 143% and made it the fastest growing area in Clark County and the seventh fastest growing city in the State of Washington. Ridgefield continues to grow at a rapid rate with a population increase of 4.7% in 2012 and over 100 residential building permits issued so far in 2012. Approximately 60,000 residents in Clark County work in Oregon,

In April, 2005, WSDOT performed a survey to determine usage patterns of the nearby park and ride lot that has since been closed. According to this survey, 27% of the users were commuting to Vancouver, and 36% were commuting to destinations in Oregon.

Southbound traffic crossing the I-5 Columbia River Bridge during the morning commute frequently backs up to the Main Street exit, a distance of over three miles; it operates at a level of service (LOS) F. This impacts commuters going to downtown Vancouver, as well as those traveling to destinations in Oregon.

The evening northbound commute often sees I-5 traffic backed up from the Columbia River Bridge to downtown Portland, a distance of seven miles; it operates at a LOS F.

Depending upon their destination in Oregon, motorists in the morning commute may choose to take I-205, southbound. The southbound segment on I-205 between Burton Road and SR 14 is frequently congested during the morning commute on this 2.79-mile stretch; it operates at a LOS E.

7. System Integration (two pages) 2013-2015 Regional Mobility Grants

Describe the system integration problems your proposal addresses. For example, indicate how your proposal:

- improves multimodal connections and service
- establishes or improves connections between counties or urban centers
- exemplifies coordination among jurisdictions and/or
- improves the use of demand management strategies to leverage existing services and programs, including Growth and Transportation Efficiency Center programs
- Limit your response to two pages

Improves multimodal connections and service. C-TRAN, the public transit provider in Clark County, currently operates a general purpose, dial-a-ride/deviated fixed route service within the City of Ridgefield, with connections to the greater C-TRAN network. The service formerly made two midday scheduled stops per day at a park and ride facility within close proximity to the location of the proposed facility prior to its closure in 2012. The proposed facility will reestablish scheduled Connector stops and enable multimodal connections between personal vehicles and transit service.

Establishes or improves connections between counties or urban centers. The proposed facility will provide a convenient and safe location for individuals to park & board onto C-TRAN Connector service that currently operates within the City of Ridgefield. C-TRAN service will also improve connections between Ridgefield to the City of La Center to the North, and to the City of Vancouver and major destinations in unincorporated Clark County to the south. The lot will also facilitate ride-sharing connections between urban centers. Survey information collected in 2005 from users of the former lot (see Section 3) indicate users were sharing rides to Vancouver, Portland and Kelso/Longview.

Exemplifies coordination among jurisdictions. The proposed park and ride facility is being developed via a partnership between the City of Ridgefield, WSDOT, and C-TRAN. C-TRAN expects to provide scheduled midday Connector service to the lot. The Port of Ridgefield has been involved in the planning for the proposed park and views the lot as a valuable piece of public infrastructure for the local and regional economy. See their letter of support in Attachment D.

Improves the use of demand management strategies to leverage existing services and programs, including Growth and Transportation Efficiency Center programs. Prior to completion of the proposed park and ride lot the City of Ridgefield will initiate an outreach program to residents and businesses in the area making them aware of the availability of the lot and providing information about other commute trip reduction and demand management strategies.

8. Financial Plan Description 2013-2015 Regional Mobility Grants

Describe the funds you are contributing to the project. (If applicable, attach documentation)

City of Ridgefield funds to be contributed to the project include the following:

- \$50,000 in capital funds.
- City of Ridgefield owned right of way: 15,852 square feet valued at \$12 per square foot or \$190,224.

See attached commitment letter signed by the City of Ridgefield, C-TRAN and WSDOT Southwest Region for additional details on their respective financial and other commitments to the project (Attachment A).

Describe the contributions of any financial partners on the project.

C-TRAN and WSDOT's Southwest Region office are financial partners in the project. C-TRAN will contribute \$100,000 in capital funds and WSDOT Southwest Region office will contribute \$50,000.

With the exception of the Regional Mobility Grant funds, is your proposed project fully funded? Yes ☒ No ☐

If, no explain how and when the project will be fully funded.

Describe any undocumented financial contributions or other unique aspects of your financial plan.

The City of Ridgefield also owns approximately 22,000 square feet adjacent to an existing storm water detention pond directly south of the proposed park and ride lot. This land could be used to expand the pond to serve the site if needed.

Our financial partners will contribute in-kind support to the project during design and construction. Contributions will likely include staff time for project management, grant administration and technical assistance.

The land cost and value is based on the seller's asking price for the proposed site. If the appraised value comes in lower the purchase price will be lower and the amount of the grant will decrease.

An agreement outlining the sharing of maintenance and operations responsibilities and expenses will be incorporated into a future agreement with the funding partners.

Please describe how you plan to maintain funding for the service or facility after Regional Mobility Grant funding is exhausted.

Based on C-TRAN estimates developed using other park and ride facilities we estimate annual operating costs will be \$210 per space or \$18,500 (2012 \$). An agreement outlining maintenance and operations responsibilities and ongoing technical assistance will be executed by the City Ridgefield, C-TRAN and WSDOT prior to completion of the final design of the proposed park and ride lot. Responsibilities for maintenance and operations expenses will be incorporated into the agreement. Funding for each partners share of the annual cost will come from existing revenues.

Attachment: Park Ride Grant agreement (Tesla Supercharger Agreement)

9. Financial Plan Table 2013-2015 Regional Mobility Grants

This table should represent all project costs. The information contained in this table will serve as the basis for any funding agreements with the State.

Type of Work	Funding Sources and Amounts					
	Total Project Funds	Regional Mobility Grant Funds	Other State Funds	Local Funds	Federal Funds	Other Funds
PE or Design	\$245,000	\$245,000				
Right of Way / Land	\$755,000	\$365,000	\$50,000	\$340,000		
Construction	\$685,000	\$685,000				
Capital Equipment	\$0					
Operations	\$0					
Total Project Cost/Funding	\$1,685,000	\$1,295,000	\$50,000	\$340,000	\$0	\$0
% of RMG Contribution to Overall Project Cost			76.9%			
% of Match Contribution to Overall Project Cost			20.2%			
(Local, Federal and Other funds, not State)						

Do you have confirmation from the other funding sources that you will receive the funding?

Yes ☒ No ☐

Assuming you will receive Regional Mobility Grant funds, what percentage of the total project cost is still need to fully fund the project?

\$0

Comments

Land costs include the estimated cost of an appraisal, a Phase 1 environmental review and closing costs.

Local funds include:

- \$190,000 from the City of Ridgefield as the value of 15,800 square feet of right of way to be contributed to the project.
- \$100,000 capital contribution from C-TRAN to acquire the land.
- \$50,000 capital contribution from the City of Ridgefield to acquire the land.

Other State funds to come from a capital contribution by WSDOT Southwest Region.

Confirmation of funding is in the form of a joint commitment letter (Attachment A) to be formalized in an interlocal agreement upon award of the grant.

10. Cost Effectiveness 2013-2015 Regional Mobility Grant

To complete this section please include your projects total cost, and fill in the appropriate dollar amounts for each of your projects elements. The sum of the individual project elements must equal the total project cost.

Total Project Costs		
\$1,685,000		
Incremental Cost ¹		

Construction		Project Life Expectancy (years)
Park and Ride	\$930,000	12
Transit Center		12
Transit Lanes		20
Transit Signal Priority		10
Bus Shelters		10
Freeway Management		10
HOV Lanes		20
Business and Transit Lanes		20
Passenger Amenities		2
Bicycle/Pedestrian Facilities		15
Railroad Track		30
Bus bulbs/Sidewalks		15
Total	\$930,000	

Operation		Project Life Expectancy (years)
New Route		2-4
Extended Route		2-4
Increased Frequency		2-4
Promotion Activity		2-4
Total	\$0	

Right of way		Project Life Expectancy (years)
Land acquisition cost	\$755,000	100
Leased Land (years) ²		
Total	\$755,000	

Equipment		Project Life Expectancy (years)
Buses		12
Railcars		25
Total	\$0	

If you project will create a new transit route, or extend an existing route please provide your agencies cost per service hour.

\$ _____

¹ Incremental Cost (if any) to the agency to provide the service. For example, a project that proposes to purchase new buses with a net increase in service hours must include the cost of operating that service in the cost estimate. 1) The cost of the buses and 2) cost of the additional service.

² Please include the term of the lease in years, and include the number of renewal periods (if any) to determine the total effective life of the lease. For example, a five year lease with four renewal periods would have an effective life of 20 years.

11. Executive Order 05-05 - Checklist 2013-2015 Regional Mobility Grants

Executive Order 05-05 (EO 05-05) requires a review of all capital construction projects and land acquisitions for all capital construction projects that are not undergoing a Section 106 review under the National Historic Preservation Act of 1966.

Please provide the following information regarding your project and EO 05-05. Note: any information provided in this section will be used for administrative purposes only, and will not be scored competitively. If your project is selected for Regional Mobility funding, this information will help WSDOT expedite resolution of any requirements related to EO 05-05 compliance.

Questions:

- 1) Does your project require excavation, or displacement of soil?

Yes ☒ No ☐

If the answer to Question #1, above, was "Yes," please answer the following:

- 2) To what maximum depth will this digging occur? (An approximate answer is acceptable here)

Approximately three feet.

- 3) How large an area will be excavated? (An approximate answer is acceptable here)

Approximately 60,000 square feet.

- 4) Please describe the area in which the digging will take place: is it on a paved thoroughfare, or right-of way, or is the project site on newly excavated land?

The current site consists of a gravel lot and a former street right-of-way. It is located adjacent to a new City street and an existing City street that has recently been rebuilt.

5) Is this project receiving federal funding?

Yes ☐ No ☒

If the answer to Question #5, above, was "Yes," please answer the following:

6) Is a Federal Section 106 environmental review required?

Yes ☐ No ☐

7) Has the Section 106 review process been started, scheduled, or completed?

Yes ☐ No ☐

8) At what date was it:

Started

Completed

Scheduled

9) If your project is not receiving federal funding, have you begun the process of requesting approval from the Department of Archeology and Historic Preservation (DAHP) for EO 05-05 compliance?

Yes ☐ No ☒

10) If you have started the EO 05-05 process, has DAHP provided any guidance on this, or a letter indicating approval for the project? If yes, please describe.

Yes ☐ No ☐

12. Project Schedule 2013-2015 Regional Mobility Grants

Construction Projects

For 2-year projects, all of these milestones must occur before June 30, 2015.

For 4-year projects the following milestones must occur before June 30, 2015:

- Design 90% complete
- Complete environmental documentation
- Set contract ad date
- Set construction start date and project completion date

Construction Project Milestones (Critical path milestones are in Bold)	Past or planned completion dates (mm/yy)
Design 10% complete	10/12
Design 30% complete	08/13
Design 60% complete	09/13
Design 90% complete	10/13
Complete environmental documentation	11/13
Executive Order 05-05 compliance	12/13
Obtain required permits	02/14
Land acquired/right of way certification	07/13
Utilities	05/14
Ad date	01/14
Bid date	02/14
Award date	03/14
Construction start date	04/14
Construction 25% complete	05/14
Construction 50% complete	06/14
Construction 75% complete	07/14
Operationally complete	08/14
Performance Management Plan (PMP) approved by WSDOT	09/14
Fully complete	10/14
Site inspection visit by WSDOT	11/14

Attachment: Park Ride Grant agreement (Tesla Supercharger Agreement)

13. MPO/RTPO Verification 2013-2015 Regional Mobility Grants

Attach correspondence (letter, memo or e-mail is sufficient) from the relevant Metropolitan Planning Organization (MPO)/Regional Transportation Planning Organization (RTPO) to verify the project is consistent with the regional transportation plan or policies, local transportation plans or policies and local transit plans or policies.

See the letter from the Southwest Regional Transportation Council included as Attachment E.

Attachment: Park Ride Grant agreement (Tesla Supercharger Agreement)

14. Transit Agency Verification 2013-2015 Regional Mobility Grants

If the proposed project will affect one or more transit agencies you must provide correspondence (letter, memo or e-mail is sufficient) to verify the project is consistent with their plans and policies.

See the letter from C-TRAN included as Attachment F.

Attachment: Park Ride Grant agreement (Tesla Supercharger Agreement)

15. Greenhouse Gas Emission Reduction Policy Statement 2013-2015 Regional Mobility Grants

1. Has your agency adopted policies to reduce Greenhouse Gas Emissions?

Yes ☒ No ☐

2. Please describe specific goals and objectives of your agency's Greenhouse Gas Emission Reduction Policy, and describe what components it includes, and how it is implemented.

The objective of the City of Ridgefield's Greenhouse Gas Reduction Policy is to reduce energy consumption from City operations. The policy includes the following components:

- Energy conservation in city-owned buildings and operations.
- Promoting recycling programs and provide recycling bins at each building.
- Monitoring the efficiency of pumps and other high energy use equipment in City operations and maintaining them at peak efficiency.
- Turning off vehicles when not being driven.
- Waste reduction including duplex copying, reuse of office supplies and reuse of wood chips produced from land clearing activities.

3. RCW 70.235.070 requires project "consistency" with the state Greenhouse Gas emission limits, and Vehicle Mile Traveled reduction benchmarks found in RCW 47.01.440. Please describe how your proposed project is consistent with RCW 70.235.070.

The proposed project is consistent with RCW 70.235.070 by reducing vehicle miles travelled in Washington State. Park and ride lots are cited as a best practice in transportation demand management especially in locations where local transit connections to regional stations are sparse or infrequent. The proposed park and ride fits this description as transit service to Ridgefield and the northern part of Clark County is limited. In addition, located just north of the junction of I-5 and I-205 the park and ride lot serves travellers planning trips to both the east and west sides of the Portland metropolitan area.

4. Does the project contain any renewable energy equipment: e.g. solar or wind electrical generation?

No. We will explore using solar energy generation for lighting at site but expect it will not be feasible.

16. Application Signature 2013-2015 Regional Mobility Grants

This application must be certified by someone authorized to sign contracts on behalf of your organization or delegated that authority, such as the board chairperson or chief executive officer. Applications submitted without the checkbox selected will be rejected by WSDOT and will not be considered for grant funding.



I certify, to the best of my knowledge, that the information in this application is true and accurate and that this organization has the necessary fiscal, data collection, and managerial capability to implement and manage the project associated with this application.

Applicant Agency City of Ridgefield

Project Title Ridgefield Interstate 5/State Route 501 Interchange Park and Ride

Name and Title of Signatory Paul Lewis, Interim City Manager

Date 10/10/12

RECEIVED

JUL 29 2013

Public Transportation Office

Attachment: Park Ride Grant agreement (Tesla Supercharger Agreement)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: February 24, 2022

ITEM: BUSINESS

AGENDA ITEM TITLE: Declaring Certain Property as Surplus and Authorizing Its Disposition

GOVERNING LEGISLATION:

Revised Code of Washington Chapter 35A.11.010 – Rights, powers, and privileges; City of Ridgefield Financial Policy #09: Capitalization of Assets

PREVIOUS COUNCIL ACTION TAKEN:

Council has previously adopted resolutions providing for the surplus of certain property and executing its sale or disposal

SUMMARY/BACKGROUND:

City staff recently contracted to remove two large black walnut trees from Overlook Park. The wood has value and City staff have received multiple requests to inquire if the trees would be sold. City staff would like to sell to offset the cost of purchasing and planting large new trees as a replacement at Overlook Park. Staff are estimating a value starting at \$2,500 for the trees. Cost to replace the trees are approximately \$20,000.

In addition to the trees our public works utility staff have a 12" pressure sustaining altitude valve with solenoid that is no longer in use. Public Works facilities would like to surplus a 1990 Chevrolet Lift Gate Truck that is no longer operational and a 2003 Benko jetter trailer that is no longer needed in the city fleet. The final item added for surplus is a planning table that has been in storage that is no longer needed by CDD. The attached exhibit A is a list of surplus equipment staff would like to try and sell on the online auction site and/or dispose of.

A public hearing is not required to surplus this property per RCW 39.33.020 and AGO 1997 No. 5, and RCW 35.94.040. RCW 39.33.020 requires a public hearing for surplus of property over \$50,000 in value for all intergovernmental transfers. RCW 35.94.040 requires a public hearing to surplus property over \$50,000 in value for the surplus of property originally purchased for a utility. The current property does not meet either of these criteria.

BUDGET/FINANCIAL IMPACTS:

The estimated surplus value is approximately \$4,300 and would be posted to the fund responsible for the original purchase.

RECOMMENDED ACTION OR MOTION:

Council can adopt Resolution No. 606 as presented by making the following motion:

"I move to adopt Resolution No. 606 as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

Exhibit A 2022 Surplus (PDF)

ATTACHMENTS:

Resolution No.606**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 24th DAY OF FEBRUARY, 2022.

City of Ridgefield

Jennifer Lindsay, Mayor

Attest:

Julie Ferriss, City Clerk

Asset #	Department	Item description	License #	Serial #	Value	Condition
Public Works Vehicles/Equipment						
00795	Public Works	1990 Chevrolet Lift Gate	45060D	1GBBC24K7LE210877	\$ 500.00	Does not run, transmission issues
00048	Public Works	2003 Benko Jetter Trailer	37166D	2956	\$ 1,000.00	Obsolete after purchase of Vac Truck
Miscellaneous						
NA	CDD	Planning Table		NA	\$ 50.00	Obsolete. Not used since move to RACC
NA	Water	12" Pressure Sustaining Altitude Valve with Solenoid		27495399A/20354701K	\$ 250.00	No longer used in water system
NA	Parks	Two Black Walnut Trees			\$ 2,500.00	Removed from park