



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, January 28, 2021
Teleconference
N/A, Ridgefield, WA 98642**

- I. GENERAL SESSION CALL TO ORDER - 6:30 PM**
 - 1. Roll Call
 - 2. Late changes to the agenda
- II. MAYOR**
 - 1. Appointment of Parks Board Member, Position No. 6
 - 2. Appointment of Mosquito Control Board Member
- III. CONSENT AGENDA**
 - 1. Approval of Claims And/Or Payroll
 - 2. Approval of Minutes from the January 14, 2021 Meeting
- IV. PRESENTATION**
 - 1. Pavement Management Condition Index - Bryan Kast, Public Works Director
 - 2. I-5 South Extension Planning Update - Bryan Kast, Public Works Director
- V. BUSINESS**
 - 1. First Reading of Ordinance No. 1336 - Port of Ridgefield Franchise Agreement - Bryan Kast, Public Works Director
- VI. COUNCIL/PRESIDING OFFICER/STAFF REPORTS**
 - 1. Council
 - 2. Mayor
 - 3. City Manager
- VII. 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: January 28, 2021
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: January 28, 2021 Claims Report (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: January 28, 2021

3.1.a

Sum of Amount						
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total	
ACCELA INC. - EPAY	3386	210121926	Public Works	Customer Web Payments - Dec 2020	384.81	
ACCELA INC. - EPAY Total					384.81	
AMAZON BUSINESS	3485	1NCD-3GMH-7CNN	Human Resources	Financial Wellness Planners	514.36	
		1NRP-JKPN-Q4FL	Genl Govt/Facilities	Phone Cases - Nathan & Bradley	2.28	
			Public Works	Phone Cases - Nathan & Bradley	28.06	
		1VGG-17MM-PMMX	Genl Govt/Facilities	Office Supplies - CH	80.13	
		1NCD-3GMH-RCJT	Human Resources	Financial Wellness Planners	587.84	
		1PV3-FT4C-CYCR	Genl Govt/Facilities	Phone Cases - Kauffman	1.52	
			Public Works	Phone Cases - Kauffman	13.65	
		1Q9L-J3PR-FWYR	Public Safety	Gun Safe - Doran	96.35	
		1FKT-6NTF-NPCL	Public Works	Comp Mouse - Stormwater	7.58	
		1WVL-PP9H-6MK6	Public Safety	Data Protection Bags	28.17	
		1NN9-1L4L-K973	Genl Govt/Facilities	Phone Chargers - General Stock	35.32	
		AMAZON BUSINESS Total				
ARAMARK UNIFORM SERVICES	32	864807001	Genl Govt/Facilities	PW Uniforms/Floor Mats	2.87	
			Public Works	PW Uniforms/Floor Mats	48.49	
		864799100	Genl Govt/Facilities	PW Uniforms/Floor Mats	2.98	
			Public Works	PW Uniforms/Floor Mats	51.10	
ARAMARK UNIFORM SERVICES Total					105.44	
BATTERIES PLUS BULBS	3436	P34049641	Public Safety	PD Vehicle Maint	214.52	
BATTERIES PLUS BULBS Total					214.52	
CADMAN MATERIALS INC.	3094	5736544	Public Works	NE Royal Rd/NE 15th St - Boulders	234.39	
CADMAN MATERIALS INC. Total					234.39	
CENTRO BUSINESS FORMS INC	2936	222302	Genl Govt/Facilities	W2's and 1099 Forms	462.53	
CENTRO BUSINESS FORMS INC Total					462.53	
CITY OF BATTLE GROUND	92	INV00317	Judicial	Court Costs/Public Defender - Dec 2020	15,865.42	
CITY OF BATTLE GROUND Total					15,865.42	
CLARK COUNTY	102	CI023323	Judicial	Q4.2020 - Limited Jurisdiction Services	60.00	
		CI023262	Public Safety	Range Rental - Dec 2020	600.00	
		CI023359	Council	2020 Voter Reg & File Maint	11,721.98	
CLARK COUNTY Total					12,381.98	
CLARK PUBLIC UTILITIES	110	7448-974-1-202012	Public Works	N 35th Ave and Pioneer St	74.33	
		7453-365-4-202012	Public Works	535 N Abrams Park Rd.	60.23	
		7519-979-7-202012	Public Works	(blank)	138.48	
		7123-806-7-202012	Public Works	Pioneer St. & Gee Creek Loop - Electricity	27.23	
		7367-943-3-202012	Public Works	103 N Main - Stop Light	46.91	
		7126-408-9-202012	Public Works	2300 N 3rd Way Bellwood Trail Lights	38.09	
		7207-402-4-202012	Public Works	1504 NW Intertie 3 - Water	696.15	
		7207-401-6-202012	Public Works	800 NE 264 St Intertie 1 - Water	620.90	
		7122-942-1-202012	Public Works	3701 N 3rd Cir - Electricity	26.98	
		7516-978-9-202012	Public Works	SR/Pioneer ST & S 65 AVE	71.06	

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CLARK PUBLIC UTILITIES	110	7122-944-7-202012	Public Works	512 N Allen Dr - Electricity	26.91
		7124-838-9-202012	Public Works	Overlook Park - Electricity	168.52
		7503-626-9-202012	Public Works	337 S Royal Rd.	199.45
		7207-403-2-202012	Public Works	911 N 65th Ave Intertie 2 - Water	111.14
CLARK PUBLIC UTILITIES Total					2,306.38
CLARK REGIONAL WASTEWATER DISTRICT	741	032894-000-202012	Public Works	Abrams Park Kitchen - Sewer	40.98
		032712-000-202012	Public Safety	116 N Main Ave PD - Sewer	46.49
		032895-000-202012	Public Works	Abrams Park Restrooms - Sewer	91.12
		032695-000-202012	Genl Govt/Facilities	109 W Division WWTP - CRWWD Portion - Sewer	92.05
			Public Works	109 W Division WWTP - Sewer	92.05
		032899-000-202012	Public Works	Abrams Park Former Mgr House - Sewer	42.81
		032752-000-202012	Genl Govt/Facilities	230 Pioneer St City Hall - Sewer	81.95
		035480-000-202012	Public Works	255 S 56th Pl Well & Reservoir - Sewer	39.75
CLARK REGIONAL WASTEWATER DISTRICT Total					527.20
COLUMBIA RESOURCE COMPANY	114	30343	Public Works	Street Roadkill Disposal	16.32
COLUMBIA RESOURCE COMPANY Total					16.32
COLUMBIAN PUBLISHING	116	26264	Community Development	CDD Block Grant	32.40
COLUMBIAN PUBLISHING Total					32.40
COMCAST	2271	2271-202101-109	Genl Govt/Facilities	PW Shop Communications - Jan/Feb 2021	31.03
			Public Works	PW Shop Communications - Jan/Feb 2021	414.68
		2271-202101-230	Genl Govt/Facilities	Internet Services - CH	461.18
		2271-202101-116	Public Safety	PD Communications	349.76
COMCAST Total					1,256.65
COMCAST BUSINESS	1666	115342482	Genl Govt/Facilities	Internet Services - 230 Pioneer St	382.59
COMCAST BUSINESS Total					382.59
COMDATA NETWORK INC.	1101	20350748	Genl Govt/Facilities	PW/CDD Fuel - XN173 - 1/1/2021-1/15/2021	124.99
			Public Works	PW/CDD Fuel - XN173 - 1/1/2021-1/15/2021	1,670.88
			Community Development	PW/CDD Fuel - XN173 - 1/1/2021-1/15/2021	184.74
		20350747	Public Safety	PD Fuel - XN795 - 1/1/2021-1/15/2021	690.69
COMDATA NETWORK INC. Total					2,671.30
DAILY JOURNAL OF COMMERCE	133	744932057	Community Development	51st Roundabout & Pioneer Widening	348.50
DAILY JOURNAL OF COMMERCE Total					348.50
DATEC INC	136	34912	Public Safety	PD Vehicle Printer/Barcode Scanner	998.91
DATEC INC Total					998.91
DELL MARKETING L.P.	2841	10455077390	Public Safety	Docking Station	699.17
DELL MARKETING L.P. Total					699.17
DEPARTMENT OF LICENSING - CPL	154	RG0000551-2021	Genl Govt/Facilities	CPL Fees - Ruelas	18.00
		RG0000561-2021	Genl Govt/Facilities	CPL Fees - Lauderbaugh	18.00
		RG0000555-2021	Genl Govt/Facilities	CPL Fees - Copeland	18.00
		RG0000556-2021	Genl Govt/Facilities	CPL Fees - Fogoros	18.00
		RG0000550-2021	Genl Govt/Facilities	CPL Fees - Hughes	18.00
		RG0000552-2021	Genl Govt/Facilities	CPL Fees - Kesler	18.00
		RG0000558-2021	Genl Govt/Facilities	CPL Fees - Williams	18.00
		RG0000547-2021	Genl Govt/Facilities	CPL Fees - Charles	18.00
		RG0000548-2021	Genl Govt/Facilities	CPL Fees - Schneider	18.00

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DEPARTMENT OF LICENSING - CPL	154	RG0000565-2021	Genl Govt/Facilities	CPL Fees - Bufford	18.00	
		RG0000566-2021	Genl Govt/Facilities	CPL Fees - Lacey	18.00	
		RG0000549-2021	Genl Govt/Facilities	CPL Fees - Schantz	18.00	
		RG0000563-2021	Genl Govt/Facilities	CPL Fees - Sander	18.00	
		RG0000557-2021	Genl Govt/Facilities	CPL Fees - Moore	18.00	
		RG0000567-2021	Genl Govt/Facilities	CPL Fees - Reed	18.00	
		RG0000553-2021	Genl Govt/Facilities	CPL Fees - Konkright	18.00	
		RG0000554-2021	Genl Govt/Facilities	CPL Fees - Konkright	18.00	
		RG0000543-2021	Genl Govt/Facilities	CPL Fees - Januik	18.00	
		RG0000562-2021	Genl Govt/Facilities	CPL Fees - Smith	18.00	
		RG0000560-2021	Genl Govt/Facilities	CPL Fees - Gannon	18.00	
		RG0000564-2021	Genl Govt/Facilities	CPL Fees - Bufford	18.00	
		RG0000559-2021	Genl Govt/Facilities	CPL Fees - Platt	18.00	
DEPARTMENT OF LICENSING - CPL Total					396.00	
DICK'S TIRE FACTORY	158	D81703	Genl Govt/Facilities	Vehicle Maint - Chevy Lift Gate	39.15	
			Public Works	Vehicle Maint - Chevy Lift Gate	605.45	
			Community Development	Vehicle Maint - Chevy Lift Gate	102.59	
		D81646	Public Safety	PD Vehicle Maint	43.25	
			D79903	Public Safety	PD Vehicle Maint	43.25
				D76425	Public Safety	PD Vehicle Maint
DICK'S TIRE FACTORY Total					876.94	
DKS ASSOCIATES	1565	76113	Community Development	On Call Review Services - Dec 2020	2,540.00	
DKS ASSOCIATES Total					2,540.00	
DOOLEY ENTERPRISES INC.	2747	59270	Public Safety	Ammunition	7,189.98	
DOOLEY ENTERPRISES INC. Total					7,189.98	
DUDE SOLUTIONS INC.	3044	INV-82272	Community Development	Web-Based Training	962.84	
DUDE SOLUTIONS INC. Total					962.84	
ENVIRONMENTAL SCIENCE ASSOCIATES	2398	160868	Public Works	EF20 Mitigation Side Channel Monitoring	2,937.50	
ENVIRONMENTAL SCIENCE ASSOCIATES Total					2,937.50	
FERGUSON ENTERPRISES INC # 8423	181	950113	Genl Govt/Facilities	520M Radio's	(725.76)	
			Public Works	520M Radio's	9,365.76	
FERGUSON ENTERPRISES INC # 8423 Total					8,640.00	
FRED CRIPPEN	191	0191-20210128	Public Works	Wastewater/Water Works Cert Reimb - Crippen	140.00	
FRED CRIPPEN Total					140.00	
GISI MARKETING GROUP	2811	155207	Public Works	Utility Postcards - 2021	858.77	
		155209	Public Safety	Business Cards - King	115.11	
GISI MARKETING GROUP Total					973.88	
GRAINGER	206	9757150066	Public Works	Water Supplies	1,070.15	
GRAINGER Total					1,070.15	
GSI WATER SOLUTIONS INC.	2971	0727.001-27	Public Works	Hydrological Study	957.82	
GSI WATER SOLUTIONS INC. Total					957.82	
HARRY'S LAWN AND POWER EQUIPMENT	214	195349	Genl Govt/Facilities	Replacement Chainsaw	28.17	
			Public Works	Replacement Chainsaw	435.66	
			Community Development	Replacement Chainsaw	73.82	
HARRY'S LAWN AND POWER EQUIPMENT Total					537.65	

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HONEY BUCKETS	223	551897834	Genl Govt/Facilities	Hand Washing Station	345.00
HONEY BUCKETS Total					345.00
JANEAN Z PARKER	2199	104	Legal	Legal Services - Dec 2020	3,800.00
JANEAN Z PARKER Total					3,800.00
KEITH'S SPORTING GOODS INC.	3049	01052021RPD	Genl Govt/Facilities	Patrol Rifle Sights	(180.60)
			Public Safety	Patrol Rifle Sights	2,330.60
KEITH'S SPORTING GOODS INC. Total					2,150.00
L.N. CURTIS AND SONS	3075	INV453688	Public Safety	PD Uniforms - Doran	955.63
L.N. CURTIS AND SONS Total					955.63
LANGUAGE LINE SERVICES INC.	3122	4930574	Judicial	Interpretation Services	24.92
LANGUAGE LINE SERVICES INC. Total					24.92
LINKO TECHNOLOGY INC.	3337	7913	Genl Govt/Facilities	Web Tests - Dec 2020	(2.52)
			Public Works	Web Tests - Dec 2020	32.52
LINKO TECHNOLOGY INC. Total					30.00
MJB CONSULTING INC	3117	1961	Genl Govt/Facilities	State Lobbyist - Dec 2020	2,500.00
MJB CONSULTING INC Total					2,500.00
MUNICIPAL CODE CORP.	1185	353558	Genl Govt/Facilities	Codification	204.50
MUNICIPAL CODE CORP. Total					204.50
NAPA AUTO PARTS	498	223322	Public Works	Street Sweeper Batteries	145.69
		223393	Genl Govt/Facilities	Forklift Maint/Shop Supp	3.92
			Public Works	Forklift Maint/Shop Supp	60.73
			Community Development	Forklift Maint/Shop Supp	10.29
		223551	Genl Govt/Facilities	Vehicle Maint - 2006 F350	0.82
			Public Works	Vehicle Maint - 2006 F350	12.61
			Community Development	Vehicle Maint - 2006 F350	2.14
NAPA AUTO PARTS Total					236.20
OTAK INC.	1787	1210140	Public Works	Refuge Park Survey	1,368.55
OTAK INC. Total					1,368.55
PACIFIC OFFICE AUTOMATION	1564	71017172	Genl Govt/Facilities	CH/PW/CDD Copier Lease	637.11
			Public Works	CH/PW/CDD Copier Lease	364.83
			Community Development	CH/PW/CDD Copier Lease	304.95
PACIFIC OFFICE AUTOMATION Total					1,306.89
PATRICK HILDRETH BRAND AND DESIGN	2372	1852	Genl Govt/Facilities	Professional Design & Web Maint	300.00
PATRICK HILDRETH BRAND AND DESIGN Total					300.00
PBS ENGINEERING AND ENVIRONMENTAL	342	0071403.000-8	Public Works	I-5 S Connection Proj	24,993.62
PBS ENGINEERING AND ENVIRONMENTAL Total					24,993.62
PFEIFER'S MOBILE CONCRETE	1680	7720	Public Works	Concrete - Crosswalks/Solar Speed	601.62
PFEIFER'S MOBILE CONCRETE Total					601.62
PFVT MOTORS LLC	3492	MNA02065	Public Safety	2021 Ford Explorer	39,327.00
PFVT MOTORS LLC Total					39,327.00
PIONEER PEST MANAGEMENT	2040	433151	Genl Govt/Facilities	Pest Control - CH	129.00
PIONEER PEST MANAGEMENT Total					129.00
PORTLAND ENGINEERING INC	2082	10045	Public Works	Prof Fees - S 56th VFD Project	135.00
		10026	Public Works	Ridgefield Cellular Telemetry	8,186.52
PORTLAND ENGINEERING INC Total					8,321.52

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RICOH USA INC.	1662	104513689	Public Safety	PD Copier Lease	231.60
RICOH USA INC. Total					231.60
RIDGEFIELD MINI STORAGE	2932	E74-E75-E76-21	Genl Govt/Facilities	Storage Unit Rental - 2021	11,880.00
RIDGEFIELD MINI STORAGE Total					11,880.00
SAUER HOLDINGS LLC	2885	40008	Genl Govt/Facilities	Event Tents	9,507.32
SAUER HOLDINGS LLC Total					9,507.32
SHRED-IT US JV LLC	2274	8181171727	Public Safety	Secure Shredding - PD	33.28
		8181171726	Genl Govt/Facilities	Secure Shredding - CH	43.81
SHRED-IT US JV LLC Total					77.09
SOUTHWEST CLEAN AIR AGENCY	417	2021-1471	Genl Govt/Facilities	Annual Air Contaminant Reg Fee - 7/2020-6/2021	12.48
			Public Works	Annual Air Contaminant Reg Fee - 7/2020-6/2021	193.07
			Community Development	Annual Air Contaminant Reg Fee - 7/2020-6/2021	32.71
SOUTHWEST CLEAN AIR AGENCY Total					238.26
STATE OF WASHINGTON DEPARTMENT OF REVENUE	156	0-017-834-119	Genl Govt/Facilities	4th Qtr 2020 Leasehold Tax	4,622.40
		0-017-916-886	Genl Govt/Facilities	Dec 2020 B&O and Excise Tax	3,868.61
			Public Works	Dec 2020 B&O and Excise Tax	6,834.97
STATE OF WASHINGTON DEPARTMENT OF REVENUE Total					15,325.98
SW WA REGIONAL TRANSPORTATION	602	12692	Genl Govt/Facilities	2021 Member Contributions	1,763.00
SW WA REGIONAL TRANSPORTATION Total					1,763.00
SYMBOLARTS LLC	1866	0364897-IN	Public Safety	Badges	702.16
SYMBOLARTS LLC Total					702.16
THE MASTERS TOUCH LLC	1786	P73226	Public Works	Utility Stmt's Postage - Nov/Dec 2020	1,248.15
		73226	Public Works	Utility Stmt's - Nov/Dec 2020	995.75
THE MASTERS TOUCH LLC Total					2,243.90
THE PARR COMPANY	964	26544236	Genl Govt/Facilities	Stretch Film - Credit	(4.09)
			Public Works	Stretch Film - Credit	(63.22)
			Community Development	Stretch Film - Credit	(10.71)
		26543441	Public Safety	PD Window Trim	145.38
		26544730	Genl Govt/Facilities	Shop Tool Repair	0.87
			Public Works	Shop Tool Repair	13.42
			Community Development	Shop Tool Repair	2.28
		26544290	Public Works	Water Supplies	14.70
		26543679	Genl Govt/Facilities	Drill Bits - Crockford	1.94
			Public Works	Drill Bits - Crockford	36.79
		26544633	Community Development	Hard Hat	68.18
		26544166	Public Works	Storm Supplies	100.43
		26544232	Genl Govt/Facilities	Venne Vehicle Maint/Shop Supp	14.94
			Public Works	Venne Vehicle Maint/Shop Supp	264.69
			Community Development	Venne Vehicle Maint/Shop Supp	14.29
		26544347	Public Works	Storm Supplies	141.39
		26543621	Community Development	Hard Hat	102.54
		26543681	Public Safety	PD Window Trim	16.24
		26543449	Public Safety	PD Window Trim - Return	(83.33)
		26544918	Public Works	Storm Supplies	59.00
THE PARR COMPANY Total					835.73

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UTILITY SERVICES ASSOCIATES LLC	3483	126329	Public Works	Hillhurst Overlay Water Locating Srvc	500.00
UTILITY SERVICES ASSOCIATES LLC Total					500.00
VARI SALES CORPORATION	3412	IVC-2-1692386	Genl Govt/Facilities	Stand Up Desk - Johnston	54.59
			Public Works	Stand Up Desk - Johnston	127.38
			Community Development	Stand Up Desk - Johnston	181.98
VARI SALES CORPORATION Total					363.95
VERIZON WIRELESS	452	9870127634	Genl Govt/Facilities	Julie iPad	24.29
				PW Director iPad	3.66
				PW Cell Phones & 2 iPads	17.21
				Patricia Cell Phone	41.90
			Public Safety	PD Cell Phones	920.27
				PD Chief iPad	24.30
			Public Works	PW Director iPad	15.74
				PW Cell Phones & 2 iPads	230.05
			Community Development	CDD Cell Phones	174.72
				CDD Director iPad	24.31
				PW Director iPad	4.87
			Administration	Deputy City Manager iPad	24.30
			Finance	Finance Director iPad	24.31
			Council	Council iPads	280.07
			Executive	City Manager iPad	24.30
		9870127636	Genl Govt/Facilities	PW Cell Phones	38.19
				PW Cell Equip - Krebs	2.84
			Public Safety	PD Cell Phones	825.10
				PD Cell Equip - Morgan	108.40
			Public Works	PW Cell Equip - Williams	7.11
				PW Cell Phones	510.46
				PW Cell Equip - Krebs	25.60
			Community Development	CDD Cell Phones	377.48
				PW Cell Equip - Williams	21.33
		9870127635	Public Works	Hillhurst Ped Crossing - Dec 2020	110.04
VERIZON WIRELESS Total					3,860.85
WA STATE TREASURER'S OFFICE	642	0642-4THQ2020	Genl Govt/Facilities	4th Quarter 2020 Building Code Fees	1,914.00
WA STATE TREASURER'S OFFICE Total					1,914.00
WALLIS ENGINEERING	464	15589	Public Works	Downtown Stormwater Enhancements	7,553.54
		15590	Public Works	N Simons St Stormwater Enhancements	276.55
WALLIS ENGINEERING Total					7,830.09
WAPITI NW LLC	2545	8870	Public Works	Vehicle Maint - Bucket Truck	1,370.34
		8871	Community Development	Vehicle Maint - 2013 Escape	2,084.43
		8864	Community Development	Vehicle Maint - 2017 Escape	374.22
WAPITI NW LLC Total					3,828.99
WELLS FARGO	1681	202012-7028	Genl Govt/Facilities	Brunson Ridgefield Pioneer Coffee Filters	0.16
			Public Works	Brunson Ridgefield Pioneer Coffee Filters	2.45
				Brunson Sq Battle Ground Lock & Install door lock well #11	147.97
			Community Development	Brunson Ridgefield Pioneer Coffee Filters	0.41

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WELLS FARGO	1681	202012-6947	Genl Govt/Facilities	Kipp Rei.Com Solar stations for power - Sales Tax	(40.30)
				Kipp Wm Supercenter #3742 Event storage tubs	258.70
				Kipp Sq Ridgefieldlions Decoration prizes	54.00
				Kipp The Home Depot 4007 HT Supplies - Sales Tax	(27.49)
				Kipp Wm Supercenter #3742 HT Tree lighting	320.64
				Kipp Rei.Com Solar stations for power - PAY WA SALES TAX	520.08
				Kipp Sq Lava Java HT Tree Lighting	46.92
				Kipp Rosauers Food & Dru HT Tree Lighting	8.27
				Kipp Sq Lava Java Refund for goods not ordered	(18.00)
			Human Resources	Kipp Instacart Wellness Snacks for all locations	333.88
				Kipp Costco By Instacart Wellness Snacks	535.82
				Kipp Instacart Wellness Snacks	48.21
			Administration	Kipp The Home Depot #4718 Returned 2 heaters.	(130.02)
				Kipp The Home Depot 4718 Heaters	325.04
				Kipp The Home Depot 4718 Heaters and holiday decor	587.39
			202012-7051	Kipp The Home Depot 4007 HT Supplies - PAY WA SALES TAX	354.75
				Genl Govt/Facilities	
				Blehm Wsda-Pesticide License Pesticide renewal-Crockford	1.70
				Blehm Wa Department Of Ecology Wastewater Oper Cert - Crockford	4.90
				Blehm Wa Department Of Ecology Wastewater Oper Cert - Brunson	1.96
				Blehm Wsda-Pesticide License Pesticide renewal-Johnson	1.70
				Blehm Wa Ecology Service Fee Wastewater Oper Cert - Crockford	0.20
				Blehm Wsda-Pesticide License Pesticide renewal-Kauffman	3.40
				Blehm Wsda-Pesticide License Pesticide renewal-Krebser	3.40
				Blehm Laborlawcenter Inc 2021 Labor law posters	182.65
			Public Works	Blehm Grcc Special Events Epay Water works renewal-Brunson	42.00
				Blehm Wsda-Pesticide License Pesticide renewal-Crockford	32.29
				Blehm Wa Department Of Ecology Wastewater Oper Cert - Crockford	93.10
				Blehm Wa Department Of Ecology Wastewater Oper Cert - Brunson	96.04
				Blehm Wsda-Pesticide License Pesticide renewal-Brunson	33.99
				Blehm Grcc Special Events Epay Water works renewal-Crockford	42.00
				Blehm Wsda-Pesticide License Pesticide renewal-Johnson	32.29
				Blehm Wsda-Pesticide License Pesticide renewal-Webberley	33.99
				Blehm Wa Ecology Service Fee Wastewater Oper Cert - Crockford	3.91
				Blehm Wa Ecology Service Fee Wastewater Oper Cert - Strickler	4.12
				Blehm Wsda-Pesticide License Pesticide renewal-Kauffman	30.59
				Blehm Grcc Special Events Epay Water works renewal-Strickler	42.00
				Blehm Wsda-Pesticide License Pesticide renewal-Krebser	30.59
				Blehm Wa Ecology Service Fee Wastewater Oper Cert - Brunson	4.12
				Blehm Wa Department Of Ecology Wastewater Oper Cert - Strickler	98.00
				Blehm Wsda-Pesticide License Pesticide renewal-Thamert	33.99
			Human Resources	Blehm Grcc Special Events Epay Water works renewal-Bolling	42.00
				Blehm Ridgefield School Distric Employee appreciation	120.00
				Blehm Fred-Meyer #0614 Employee appreciation	7.99
				Blehm Sq Teriyaki Thai Etc. Employee appreciation	120.00
				Blehm Old Liberty Theater Llc Employee appreciation	60.00

Attachment: January 28, 2021 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: January 28, 2021

WELLS FARGO	1681	202012-7051	Human Resources	Blehm Sq Lava Java Employee appreciation	120.00
				Blehm Cke Fuel Bistro & Wi 109 Employee appreciation	120.00
		202012-5756	Finance	Rubio Romero Government Finance Offic Intro to Gov Acctg Trainin	85.00
				Rubio Romero Traininng Llc 1099 Reporting - Sr Accountant	150.00
			Information Technology	Rubio Romero Adobe Creative Cloud Software - DeMoss	57.44
				Rubio Romero Apple.Com/Bill CH IPad	14.08
				Rubio Romero Apple.Com/Bill Comm Events IPad	10.83
				Rubio Romero Eclinchier Social Media	49.00
				Rubio Romero Adobe 800-833-6687 Sotware - Giles	16.25
				Rubio Romero Adobe Acropro Subs Software - Stuart	16.14
				Rubio Romero Zoom.Us 888-799-9666 Meeting Platform	59.60
				Rubio Romero Txtsignal.Com Outreach Texting Software	39.00
				Rubio Romero Amazon Web Services Website Backup	1.14
		202012-6962	Genl Govt/Facilities	Denton Wapiti Nw Vehicle Maintenance for Facilities	1,617.00
				Denton Lasko Printing 2021 PW proj Spec Books	5.65
			Public Works	Denton Lasko Printing 2021 PW proj Spec Books	75.65
				Denton Wapiti Nw Vehicle Maintenance for Stormwater F350	297.76
				Denton Traffic Safety Supply Co Posts for crosswalk project	2,868.76
			Finance	Denton Cke Fuel Bistro & Wi 109 Kaizen working lunch - Finance	88.74
		202012-7069	Genl Govt/Facilities	Ferriss Grt Vancouver Chamber 2021 Legislative Outlook Breakfast	7.50
			Public Safety	Ferriss Grt Vancouver Chamber 2021 Legislative Outlook Breakfast	50.00
			Public Works	Ferriss Grt Vancouver Chamber 2021 Legislative Outlook Breakfast	29.00
			Community Development	Ferriss Grt Vancouver Chamber 2021 Legislative Outlook Breakfast	63.50
			Human Resources	Ferriss Grt Vancouver Chamber 2021 Legislative Outlook Breakfast	50.00
			Finance	Ferriss Grt Vancouver Chamber 2021 Legislative Outlook Breakfast	50.00
			Council	Ferriss Grt Vancouver Chamber 2021 Legislative Outlook Breakfast	195.00
			Executive	Ferriss Grt Vancouver Chamber 2021 Legislative Outlook Breakfast	50.00
				Ferriss Association Of Washington 2021 City Action Days Reg - St	75.00
		202012-6996	Genl Govt/Facilities	Demoss Sticker Mule Magnets for Jan/Feb 1Sat	102.98
				Demoss Rosauers Food & Dru Hometown Celebration prize	12.55
				Demoss Facebk K9xh2yjqe2 HT - Advertisement	18.45
			Information Technology	Demoss Mailchimp Misc Email communications	22.61
		202012-7036	Genl Govt/Facilities	Stuart Amzn Mktp Us NI0wh2ce3 Event Tent Outdoor Heaters	2,948.32
			Executive	Stuart The Sportsmans Mtng w/City Councilors re: upcoming City i	33.02
				Stuart La Cosina Real WA Growth Policy Framework workgroup meeti	18.31
				Stuart El Rancho Viejo Lost Itemized Receipt - Invoice Me	22.37
				Stuart Starliner Food Market Mtng w/CRWWD re:City sewer projects	17.33
				Stuart Tom'S Urban LOST RECEIPT - PLEASE BILL CM AS UNAUTHORIZED	59.45
		202012-7010	Public Safety	Hoots Wm Supercenter #3742 6 FT EXTENSION CABLE FOR COMPUTERS IN	5.27
				Hoots Tlo Transunion BACKGROUND INVESTIGATIONS	54.20
				Hoots Gunmagwarehouse.Com 6 GUN MAGAZINES FOR ASSAULT RIFLES	87.97
				Hoots Adobe Acropro Subs MONTHLY SUBSCRIPTION TO ADOBE	16.25
				Hoots Costco Whse #0772 1 BOX OF COFFEE - MICRO FIBER TOWELS FOR	54.32
		202012-6988	Genl Govt/Facilities	Knottnerus Tlf Ridgefield Floral Events	50.40
			Human Resources	Knottnerus In Wellworks For You Wellness program	356.00

Attachment: January 28, 2021 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: January 28, 2021

3.1.a

WELLS FARGO	1681	202012-6988	Information Technology	Knottnerus Cdw Govt #4768824 On-line comp security training - al	2,200.00
WELLS FARGO Total					16,873.64
WOODLAND SAW AND CYCLE INC.	2223	1231	Public Works	Stormwater Equip Maint	572.33
WOODLAND SAW AND CYCLE INC. Total					572.33
WOODLAND TRUE VALUE HARDWARE	1507	B235566	Public Works	Water Supplies	30.95
		B235712	Public Works	Water Supplies	19.42
		B235826	Public Works	Telemetry Supplies	35.72
WOODLAND TRUE VALUE HARDWARE Total					86.09
Grand Total					232,735.96

Attachment: January 28, 2021 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 28, 2021

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from the January 14, 2021 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: 01-14-2021 (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
January 14, 2021

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM

ROLL CALL

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

LATE CHANGES TO THE AGENDA

INTRODUCTION OF NEW POLICE OFFICER RICK DORAN

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.

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

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the December 17, 2020 Meeting**
- 3. Approval of Minutes from the December 29, 2020 Special Meeting**

PRESENTATION

- 1. 2021 Planning Commission Work Plan**
- 2. 2021 Parks Board Work Plan**

BUSINESS

1. Motion - Approval of Pioneer Street Extension Design Contract Award

The City has received a \$5,812,000 Federal BUILD grant to expand and extend Pioneer Street into the Ridgefield Junction to improve freight and vehicle mobility, create family wage jobs and unlock vacant employment land for economic use. This project will provide access to employment lands, and Clark

College at Boschma Farms, growing an employment base for Ridgefield residents and those around the region. The Pioneer Street Extension Project will extend Pioneer Street approximately 400 feet east to a new roundabout that will then extend south approximately 1,100 feet to S. 5th Ave creating a major new arterial road. The project builds on recent improvements made by the Ridgefield Crossing Development. The Pioneer Street Extension Project will provide an arterial connection from I-5 to existing freight dependent business in Union Ridge Business Park, unlock 822 acres of underutilized employment land, create of family-wage jobs, provide access to the new Advanced Manufacturing Center at Clark College's Boschma Farms and improve freight and traffic mobility and safety in the Ridgefield Junction. Staff published a request for proposals on December 1 and two proposals were received on December 22. The proposals were scored and interviews with both firms were conducted on December 24th. Based on the proposals and scoring PBS Engineering was selected for the design contract. Due to the expedited timeframe for the BUILD grant an \$86,000 "pre-design" contract was excited to allow survey, wetlands and archeological investigation efforts to begin.

City Council discussion.

MOTION: MOVED TO AWARD THE DESIGN CONTRACT FOR THE PIONEER STREET EXTENSION PROJECT TO PBS ENGINEERING.

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

PUBLIC HEARING/BUSINESS

1. Public Hearing and Motion to Approve Proposed CDBG Projects

Each year, Clark County receives approximately one million dollars in Community Development Block Grant funds from the Department of Housing and Urban Development, with the objective of improving communities. The funds are then distributed to municipalities, organizations and groups through a competitive grant application process. Each October, the Clark County CDBG Program requests proposals from applicants in order to award the next year's CDBG funds. Proposals received are evaluated in several categories including infrastructure (roads, sewer, water, parks acquisition) and social services to determine which projects will receive the funding. Infrastructure projects must be completed in census data defined low/moderate income areas, or localized low/moderate income areas as demonstrated with an income survey. Final CDBG applications are due in early December. To be able to apply for CDBG funds the program requires that public meeting be held to inform residents about program objectives, eligible activities, and to solicit public comment on local needs. Based on feedback from the Public and Council staff is suggesting that a prioritized list of potential projects be prepared. Income surveys can then be completed on the list of projects to ensure that they are eligible well in advance of the grant deadline. Staff presented Council with 3 projects for consideration and discussion.

1. Gee Creek Loop
2. Marina
3. West Downtown

City Council conducted discussion.

Mayor Opened Public Hearing: 7:40PM
 No testimony received.
 Mayor Closed Public Hearing: 7:40PM

MOTION: MOVED TO APPROVE 1ST AND 2ND OPTION FOR CDBG PROJECTS, 1ST PROJECT TO BE GEE CREEK LOOP, 2ND PROJECT TO BE WEST DOWNTOWN AS PRESENTED.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Rob Aichele, Councilor
SECONDER:	Jen Lindsay, Councilor
AYES:	Wells, Stose, Day, Lindsay, Aichele, Ziemer
NAYS:	Onslow

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Day - Attended virtual City/Port Legislative session, CRWWD meeting.
 Council Member Aichele - Attended virtual City/Port Legislative session, Ridgefield Chambers of Commerce meeting.
 Council Member Lindsay - Attended virtual City/Port Legislative session, City Manager briefing.
 Council Member Onslow - Attended RTC meeting, C-TRAN meeting, virtual City/Port Legislative session, CDBG meeting.
 Council Member Ziemer - Attended School Board meeting, City Manager briefing.
 Council Member Wells - Attended virtual City/Port Legislative session, City Manager briefing.

Mayor

Attended virtual City/Port Legislative session, City Manager briefing.

City Manager

City Manager Steve Stuart - We had busy year, lots of things are happening in Ridgefield.
 Deputy City Manager Lee Knottnerus - Recruitment updates provided, 2021 events update.
 Public Works Director Bryan Kast - Public Works employee update, projects update provided.
 Police Chief John Brooks - Check received from Cowlitz Tribe to cover the purchase of a new police vehicle.

ADJOURN - [7:56 PM](#)

Julie Ferriss, City Clerk

Don Stose, Mayor

Attachment: 01-14-2021 (Approval of Minutes)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 28, 2021

ITEM:

AGENDA ITEM TITLE: Pavement Management Condition Index

GOVERNING LEGISLATION: None

PREVIOUS COUNCIL ACTION TAKEN:

Numerous discussions of the City's pavement management program, and funding of pavement preservation in the City's annual budget

SUMMARY/BACKGROUND:

In 2013 the City hired Capital Asset to complete a comprehensive pavement condition survey for all City streets. Based on this data a pavement management model was developed to project pavement maintenance needs, predict how the city's roads would deteriorate over time and identify how different pavement preservation funding scenarios would impact the condition of the roadway network.

In 2020 the City again worked with Capital to update the pavement condition index and model. Since 2012 the City's average pavement condition has improved, primarily due to new roads constructed by development. Staff have prepared a presentation for Council regarding the City's Pavement condition and run several funding scenarios through the model to determine how they will change the City's pavement condition.

BUDGET/FINANCIAL IMPACTS:

Refer to attached presentation for budget scenarios.

RECOMMENDED ACTION OR MOTION:

Review presentation on Pavement Condition and provide feedback to staff.

STAFF CONTACT:

Bryan Kast, Public Works Director

ATTACHMENTS:

2021 Pavement Management Presentation (PDF)



2021 Pavement Report

By Grant Williams
Engineering Tech
City of Ridgefield

What is a Pavement Management System?

- A computer software program used to assist in developing effective strategies for maintaining an agency's roadways.
- The system can show you the effects of the maintenance decisions that are made.
- Shows you the current condition of your roadway network as well as predicting deterioration over time. (shown as PCI)
- Allows you to forecast current and future budget needs.

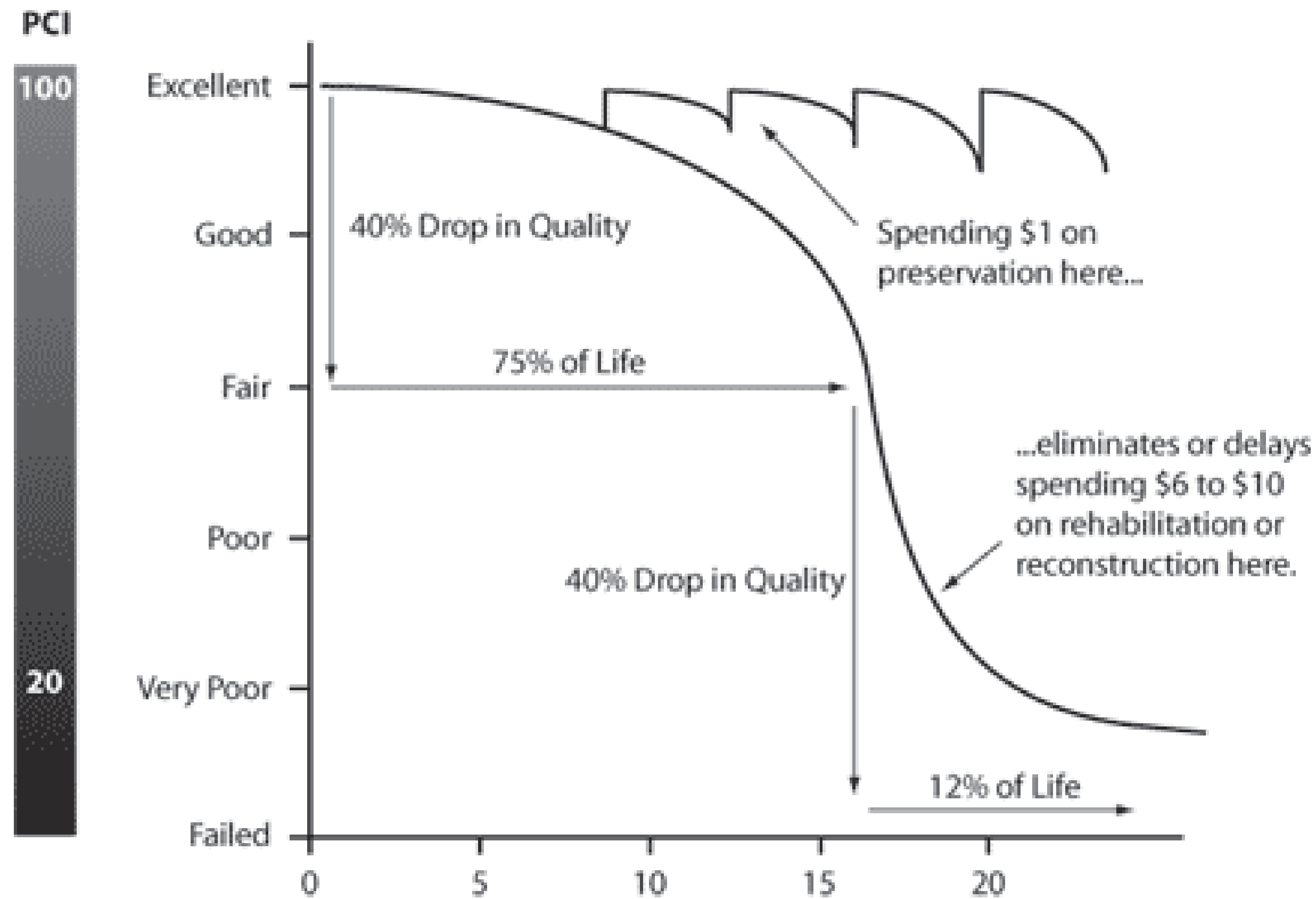


What is PCI?

- PCI stands for Pavement Condition Index.
- Scale from 0-100.
- PCI of 100 = Brand new road
- PCI of 0 = Destroyed road.
- Generated by measuring surface distresses in the roadway ie, cracking, rutting etc.
- Roads with more traffic typically deteriorate at a faster rate than those with less traffic.
- Heavy loads impact

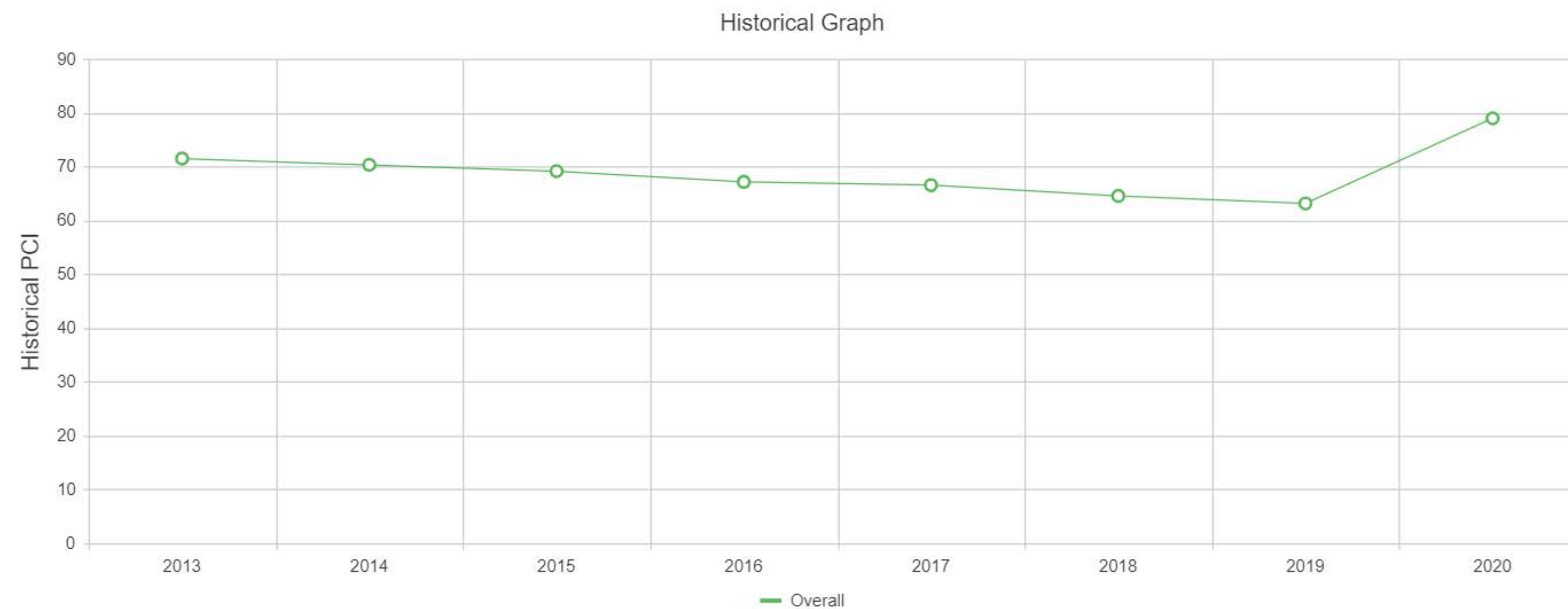


Pavement Deterioration Curve



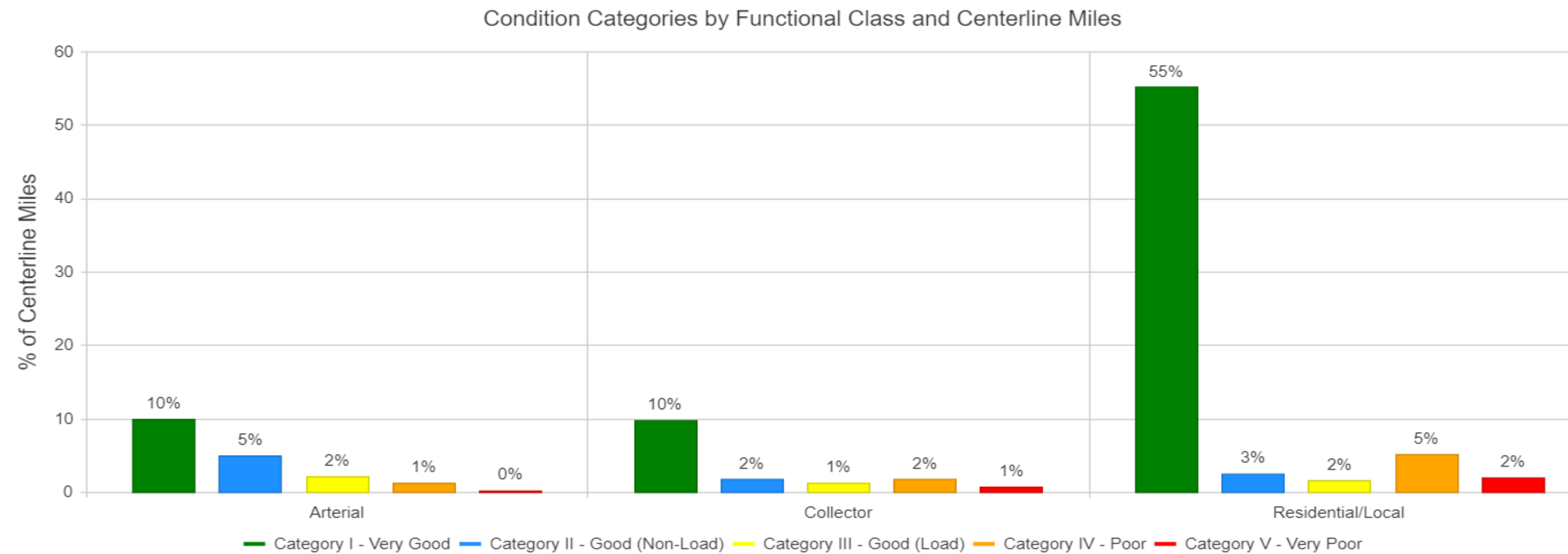
Current City of Ridgefield PCI = 79

- PCI has increased due to the number of new roads built with development (+18.62 miles since 2013).
- Industry standard optimal PCI is low to mid 80's.



Network Summary

Functional Class	# of Sections	Centerline Miles	Lane Miles	Average PCI
Arterial	49	10.58	24.77	71
Collector	44	8.76	16.06	73
Residential	335	38.18	76.59	83
Totals	428	57.52	117.42	79





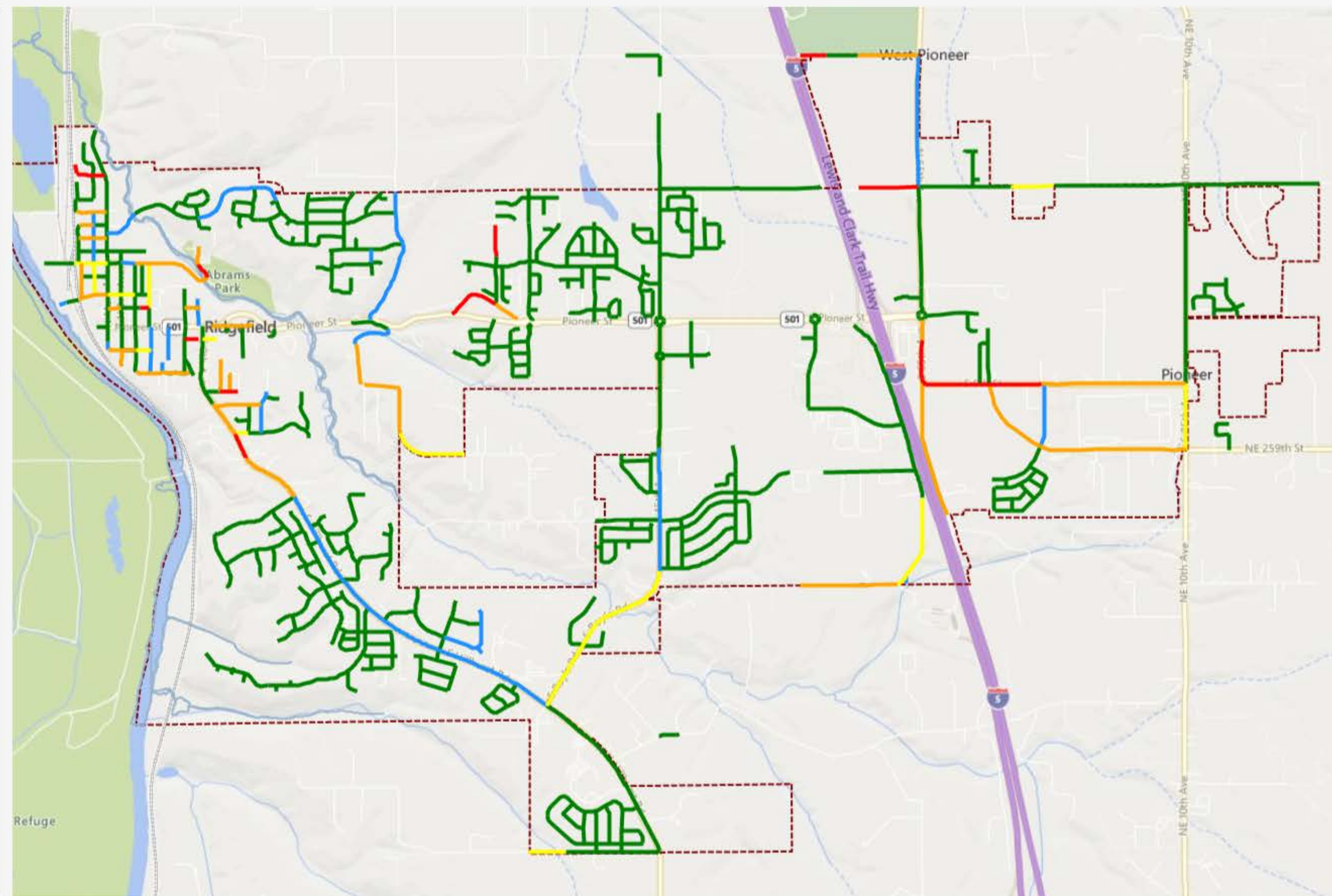
City of Ridgefield

Current PCI Condition

Printed: 1/20/2021

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor

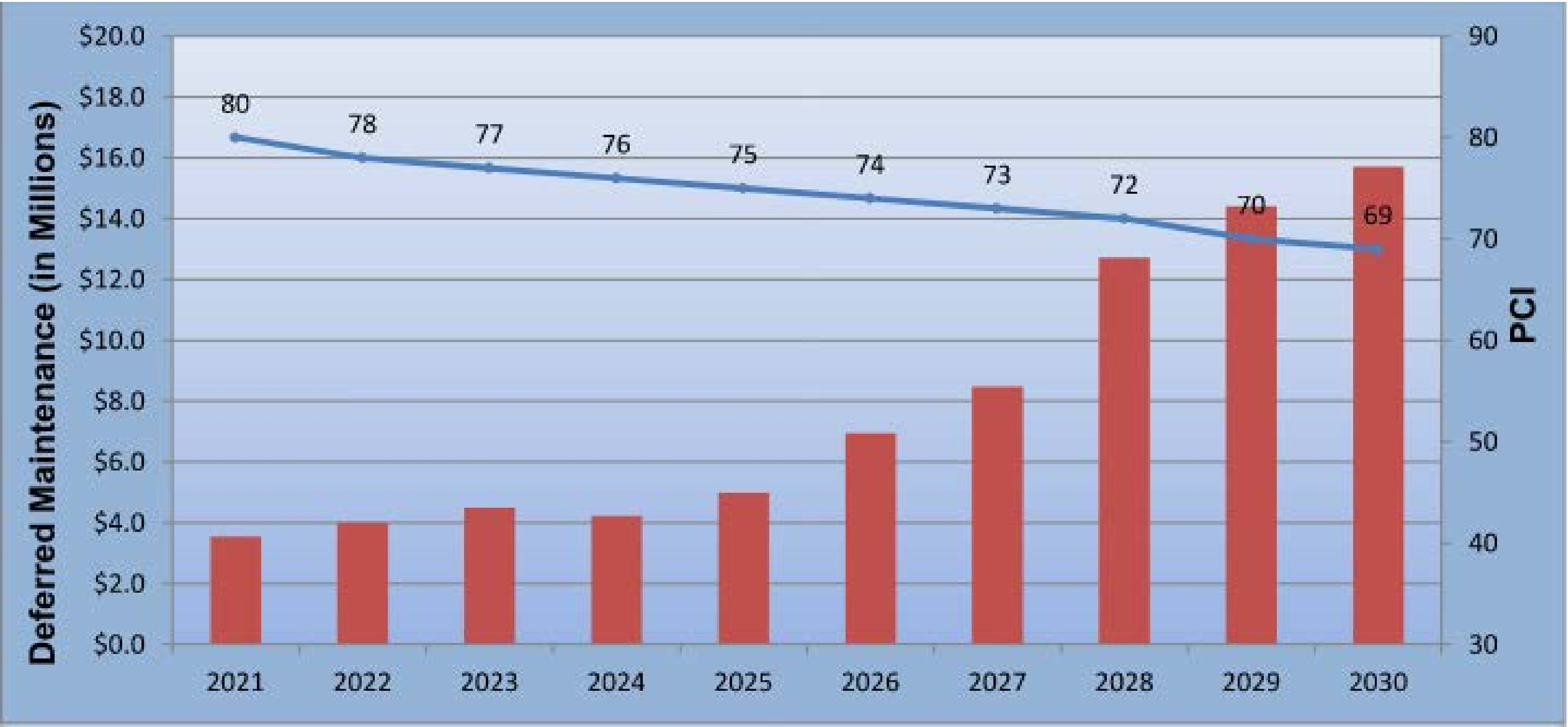


Budget Scenarios

Average yearly budget	\$175,000 (2 - Current Funding)	\$600,000 (3 - Maintain Current PCI)	\$1.12 million (4 - Increase PCI 5 points)
Total budget for 10 years	\$1.75 million	\$6.0 million	\$11.2 million
Current PCI	79	79	79
Current % in 'Good' condition	76.6%	76.6%	76.6%
PCI after 10 years (change)	69 (-10)	79 (0)	84 (+5)
Backlog after 10 years	\$15.7 million	\$6.2 million	\$0
% 'Good' in 10 years	70.9%	95.0%	99.7%
% 'Fair' in 10 years	14.6%	0.6%	0.3%
% 'Poor' in 10 years	5.2%	4.4%	0.0%
% 'Very Poor' in 10 years	9.4%	0.0%	0.0%



Current Funding Scenario \$175K/YR



Attachment: 2021 Pavement Management Presentation (Pavement Management Condition Index)





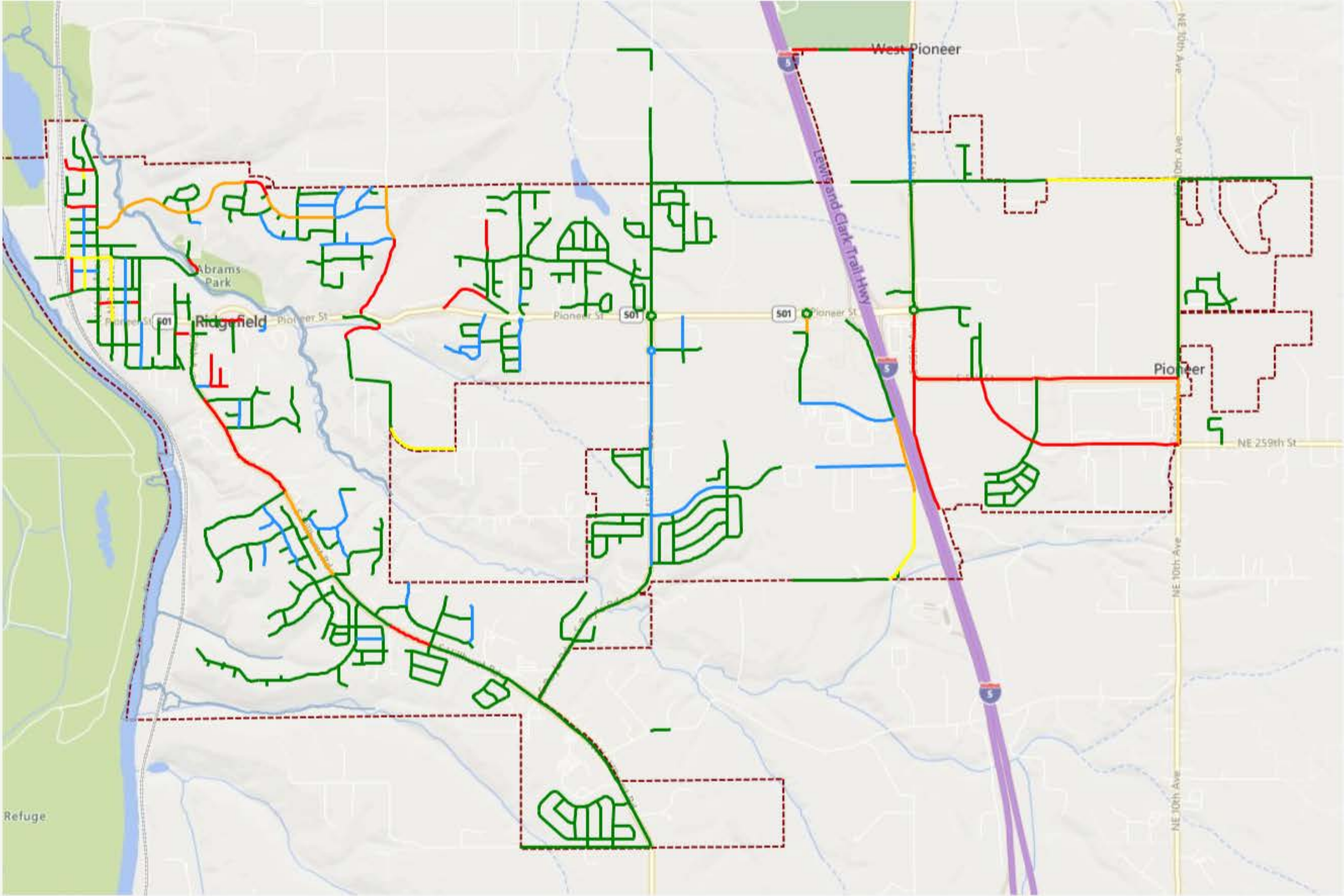
City of Ridgefield

Scenario PCI Condition

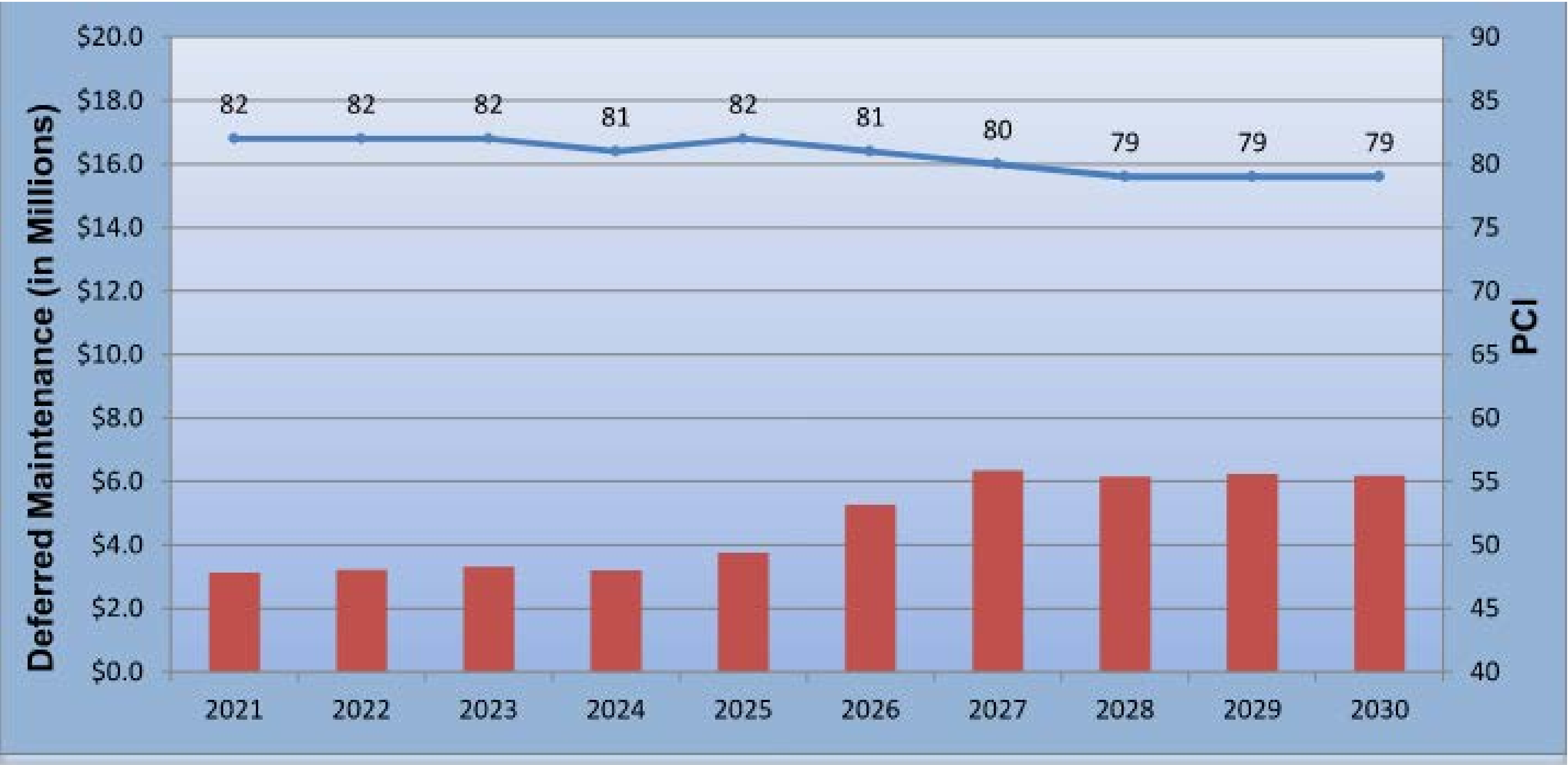
(2) Current Funding - 2030 Project Period - Total Rehab for 2030: \$138,573 - Printed: 1/20/2021

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor



Maintain Current PCI \$600K/YR



Attachment: 2021 Pavement Management Presentation (Pavement Management Condition Index)





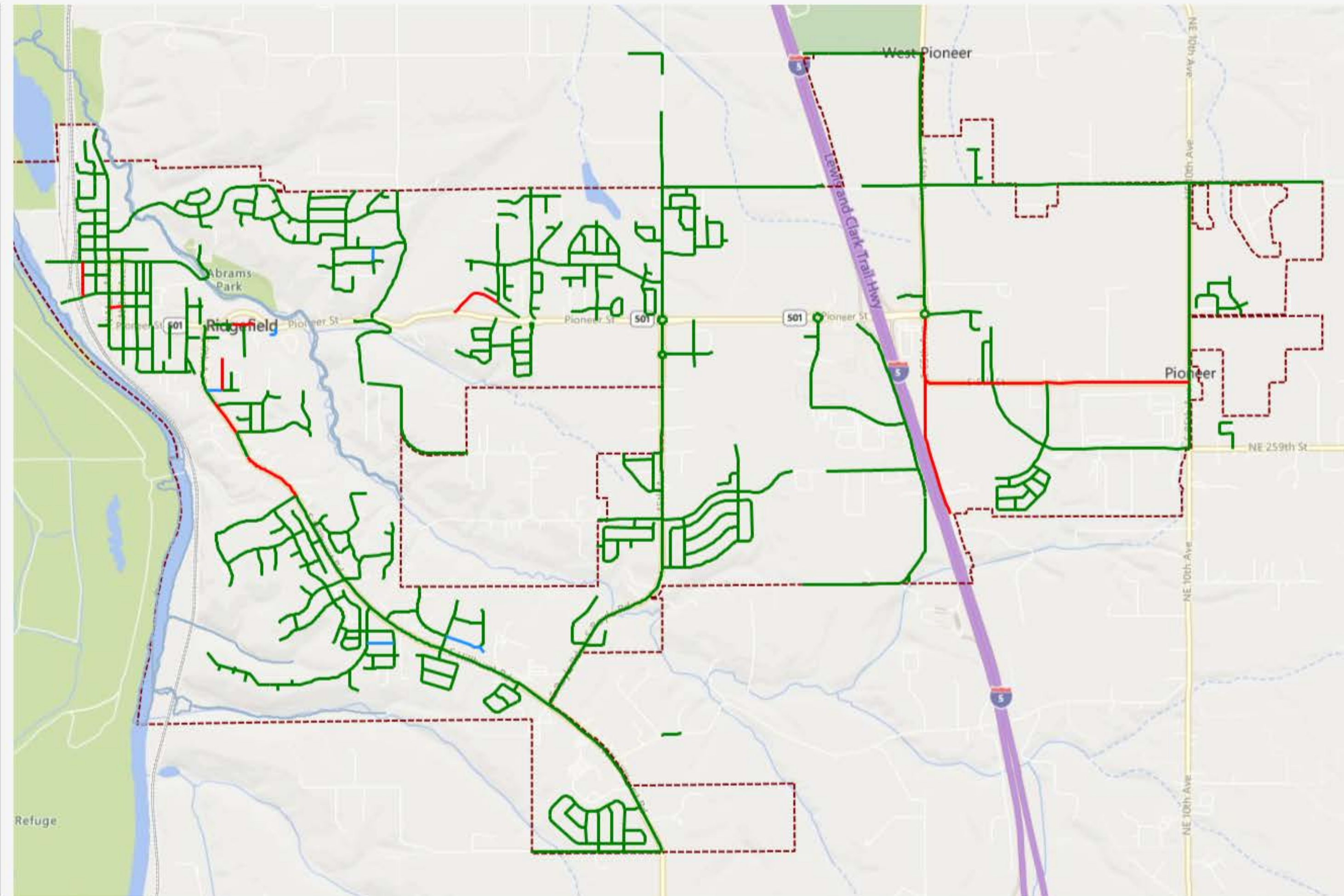
City of Ridgefield

Scenario PCI Condition

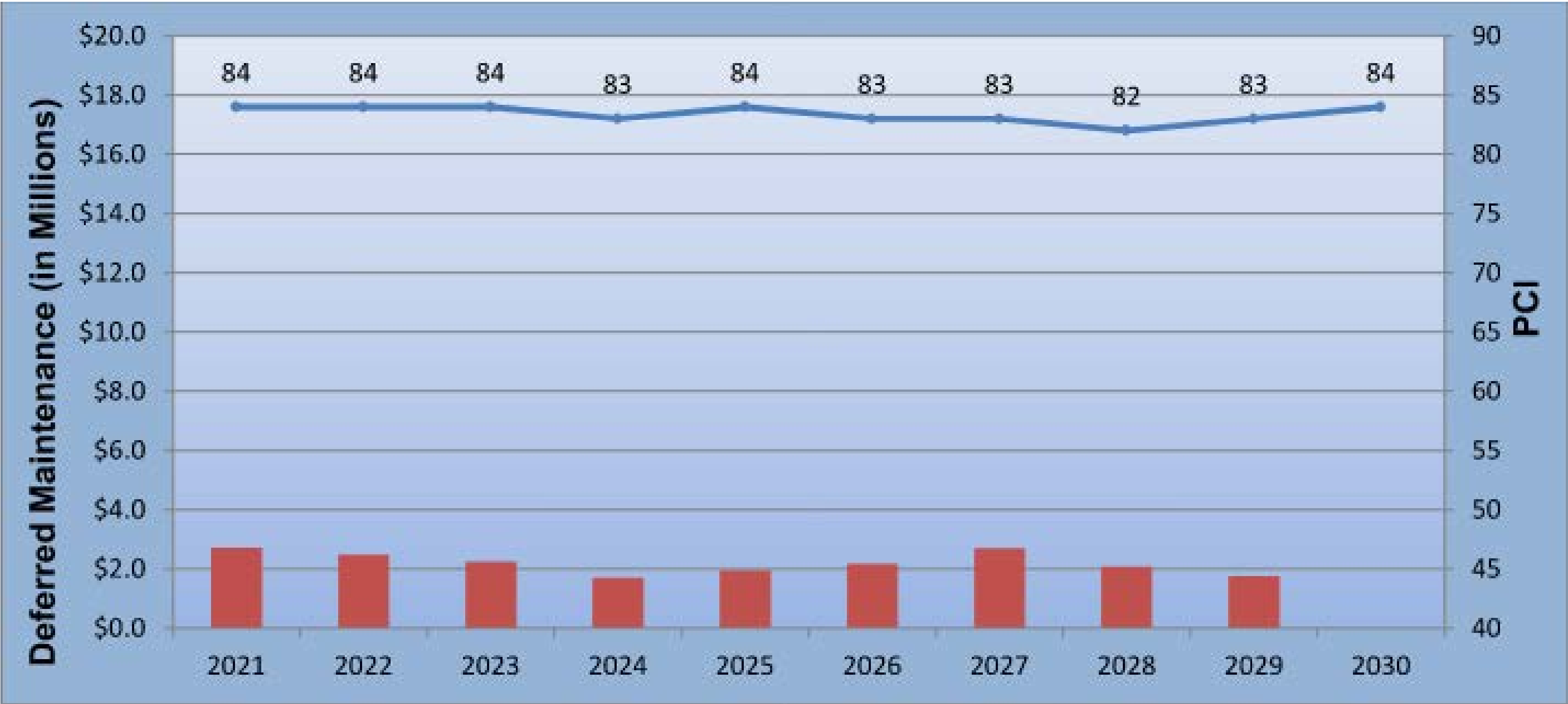
(3) Maintain Current PCI - 2030 Project Period - Total Rehab for 2030: \$406,217 - Printed: 1/20/2021

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category V - Very Poor



Increase PCI 5 Points \$1.12M/YR



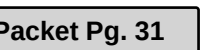
Attachment: 2021 Pavement Management Presentation (Pavement Management Condition Index)





(4) Increase PCI 5 points - 2030 Project Period - Total Rehab for 2030: \$1,773,008 - Printed: 1/20/2021

■ Category I - Very Good
■ Category II - Good (Non-Load)



Questions?



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 28, 2021

ITEM:

AGENDA ITEM TITLE: I-5 South Extension Planning Update

GOVERNING LEGISLATION:

N/A

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

In 2019 the City received funds from the State to conduct a planning study of the future connection between the 219th Street/Battle Ground interchange on Interstate 5 and the southern part of Ridgefield. PBS Engineering was selected to lead the planning effort after seeking proposals from consultants and scoring the proposals in coordination with Clark County and WSDOT Staff.

PBS has completed drone survey, critical areas assessment, archeological research, stakeholder engagement and noise analysis of several potential routes for the proposed roadway. The potential alignments have been share with WSDOT, Federal Highways and Clark County staff for feedback, and are now coming to the City Council for discussion and comment. PBS will be presenting a summary of the work completed to date, the potential routes that have been considered, preliminary scoring of the potential routes as they relate to traffic circulation needs, environmental impacts, historical impacts, right-of-way impacts, topographical constraints and costs, and next steps in the project.

BUDGET/FINANCIAL IMPACTS:

None

ACTION OR MOTION:

Review presentation on the I-5 South Connection planning study and provide feedback to staff and the City's consultant.

STAFF CONTACT:

Bryan Kast, Public Works Director

ATTACHMENTS:

I-5 south_Final (PDF)

I-5 South Connection - Basis of Design Exhibit (PDF)



I-5 South Connection Project



Project Background and Goals

PROJECT TIMELINE



A woman with dark hair tied back, wearing a blue denim shirt, is seen from the side, looking at a laptop. The laptop screen shows a video conference with four participants: two women and two men. The background is a solid blue wall, and a green plant is visible in the bottom left corner. The right side of the image has an orange overlay.

Community Engagement

PROJECT FACT SHEET



INTERSTATE 5 – SOUTH CONNECTION PROJECT

Corridor Study (Hillhurst Road/NW 31st Avenue to SR 502 Interchange with I-5):

The City of Ridgefield is conducting a corridor study for the Interstate 5 (I-5) South Connection Project. The City received Washington legislative funds for the study which will address long-term circulation needs and relieve congestion along 209th Street, 179th Street, and Pioneer Street (State Route (SR) 501), which is the only I-5 access directly to the city of

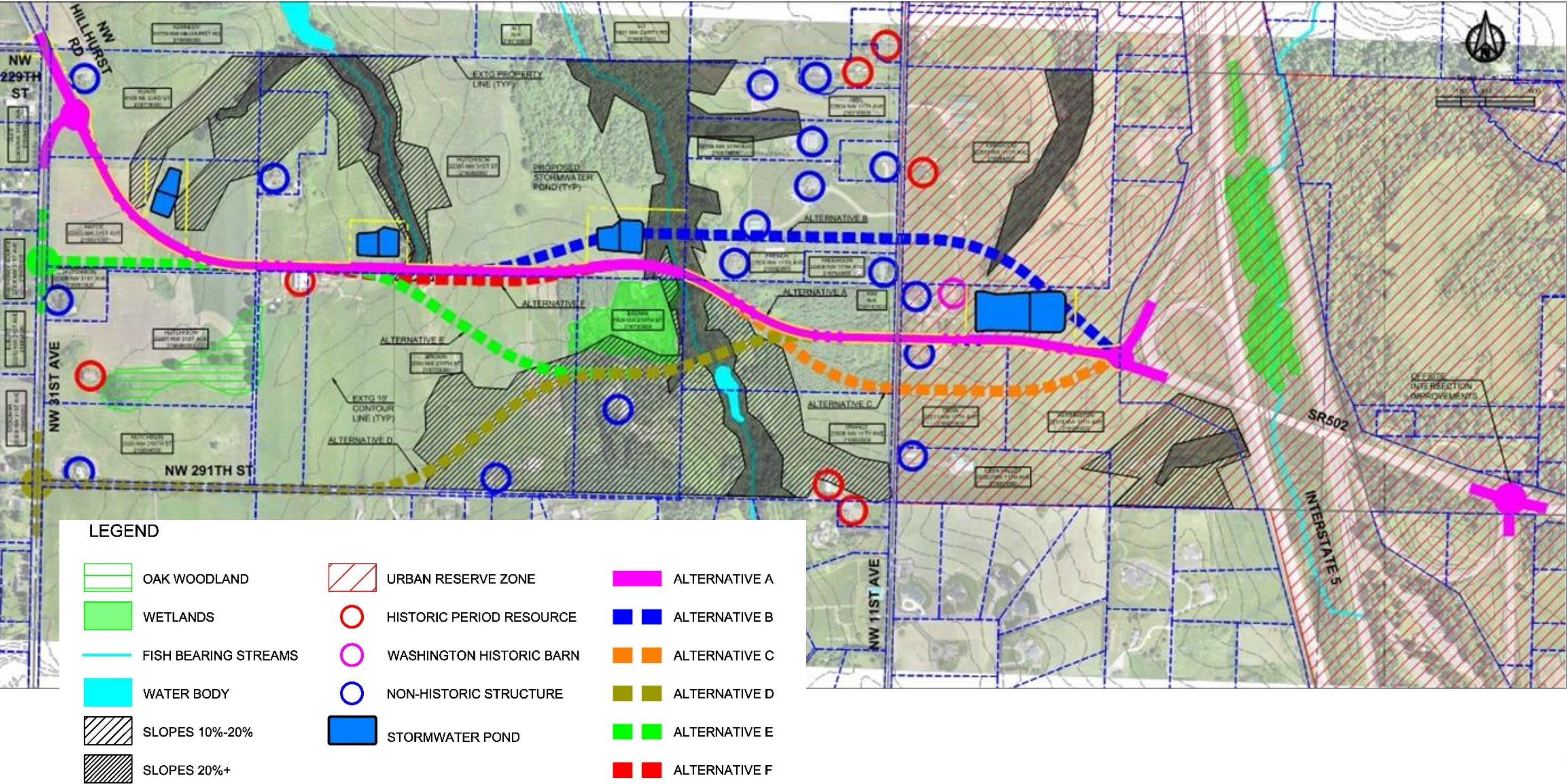


STAKEHOLDER INTERVIEWS



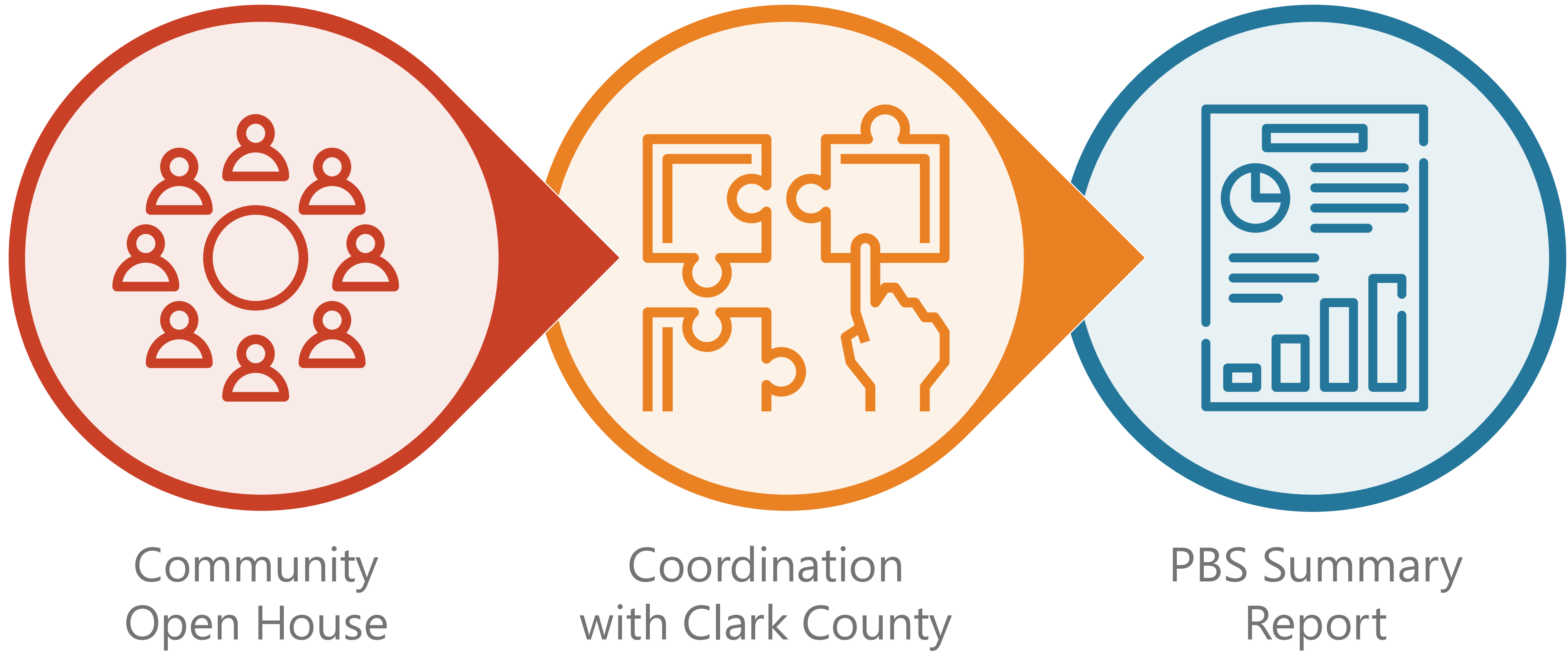
Alternative Analysis

ALTERNATIVES



Next Steps

WHAT COMES NEXT

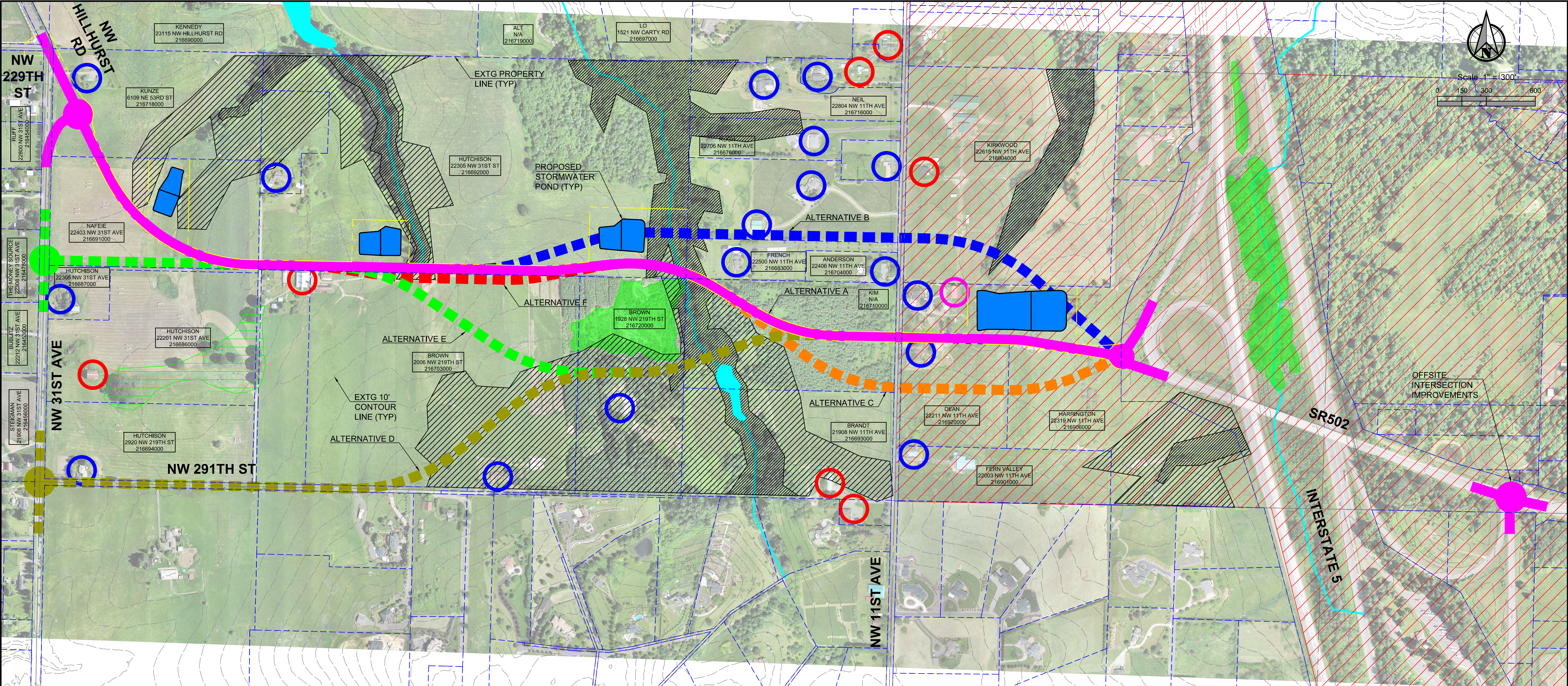




Questions?



THANK YOU



LEGEND

	OAK WOODLAND		URBAN RESERVE ZONE		ALTERNATIVE A
	WETLANDS		HISTORIC PERIOD RESOURCE		ALTERNATIVE B
	FISH BEARING STREAMS		WASHINGTON HISTORIC BARN		ALTERNATIVE C
	WATER BODY		NON-HISTORIC STRUCTURE		ALTERNATIVE D
	SLOPES 10%-20%		PREFERRED ALTERNATIVE STORMWATER POND		ALTERNATIVE E
	SLOPES 20%+				ALTERNATIVE F

ALTERNATIVE ANALYSIS		ALT A	ALT B	ALT C	ALT D	ALT E	ALT F
BASE NEED	ADDRESS CIRCULATION NEEDS	3	2	2	1	1	3
CONTEXTUAL NEED	ENVIRONMENTAL IMPACTS	2	1	2	1	1	3
CONTEXTUAL NEED	HISTORICAL IMPACTS	3	3	3	3	3	1
CONTEXTUAL NEED	RIGHT-OF-WAY IMPACTS	3	1	2	3	3	1
OTHER CAETGORY	TOPOGRAPHICAL CONSTRAINT	3	2	3	1	1	3
OTHER CATEGORY	COST	3	3	2	1	1	2
	TOTAL	17	12	14	10	10	13



BASIS OF DESIGN EXHIBIT



CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: January 28, 2021

ITEM:

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Granting to the Port of Ridgefield a Franchise to Construct, Operate, and Maintain Fiber Optic Cable Within the Rights of Way of the City of Ridgefield Washington

GOVERNING LEGISLATION:

Revised Code of Washington Chapter 35A.47.040 – Franchises and Permits – Streets and Public Ways

PREVIOUS COUNCIL ACTION TAKEN:

Adoption of Ordinance 1262 on October 11, 2018

BACKGROUND:

For the past several years the Port of Ridgefield has been working on developing a 42 mile dark fiber network throughout the City and northern Clark County. The project is based on a successful dark fiber network that was implemented by the Port of Whitman County, and will allow Ridgefield to attract business that require access to high speed, reliable internet service.

In March of 2018 the Governor signed a bill enabling all Ports throughout Washington to build and lease telecommunications infrastructure, allowing the Port of Ridgefield to proceed with their project. As much of the planed network will be located in City Right-of-Way a franchise agreement between the Port and the City is necessary to allow the cable to be placed and identify responsibilities and processes for maintenance and relocation.

This franchise agreement is unchanged from the 2018 version that Council adopted in October of 2018. The agreement was not approved by the Port in 2018, necessitating its return to Council for reconsideration.

BUDGET/FINANCIAL IMPACTS: The City will be able to recoup administrative costs for drafting the Franchise agreement, and revenue from the lease of the fiber will be subject to state sales tax and a 5-percent franchise fee.

RECOMMENDED ACTION OR MOTION:

Staff recommends conduct a first reading of Ordinance No. 1336.

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: Port of Ridgefield Agreement (PDF)

ORDINANCE NO. 1336**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON GRANTING TO THE PORT OF RIDGEFIELD A FRANCHISE TO CONSTRUCT, OPERATE, AND MAINTAIN FIBER OPTIC CABLE WITHIN THE RIGHTS OF WAY OF THE CITY OF RIDGEFIELD WASHINGTON**

WHEREAS, the City Council for the City of Ridgefield ("City") finds that entering into a franchise agreement with the Port of Ridgefield ("Port") is in the public interest and for the benefit the citizens of Ridgefield; and

WHEREAS, the City and the Port now desire to set forth the terms and conditions of the City's grant of a franchise to construct, operate, and maintain fiber optic cable within City rights of way; and

WHEREAS, the City Council has considered the terms and conditions of this Franchise at its meetings on January 28, February 11, 2021

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

Section 1. Findings of Fact. Each and every of the recitals contained in the 'whereas' clauses of the preamble to this ordinance are hereby adopted as findings of fact and incorporated herein fully by reference.

Section 2. Grant of Franchise. The City Council hereby grants a franchise to the Port of Ridgefield to construct, operate, and maintain fiber optic cables within the rights of way of the City of Ridgefield in accordance with the terms and conditions set forth in the Franchise Agreement, attached hereto as Exhibit A and incorporated fully by this reference. The City Manager is authorized to enter into the Franchise Agreement substantially in the form attached hereto as Exhibit A.

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 11TH DAY OF FEBRUARY, 2021.

CITY OF RIDGEFIELD

Mayor, Don Stose

ATTEST:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First reading:	January 28, 2021
Second Reading/Passage:	XXXXXXXXX, 2021
Date of Publication:	XXXXXXXXX, 2021
Effective Date:	XXXXXXXXX, 2021

EXHIBIT A**CITY OF RIDGEFIELD AND PORT OF RIDGEFIELD NON-EXCLUSIVE FRANCHISE
TO CONSTRUCT, OWN, MAINTAIN, OPERATE, REPLACE AND REPAIR
TELECOMMUNICATIONS CABLE WITHIN PUBLIC STREETS AND RIGHTS-OF-
WAY OF THE CITY**Section 1. Definitions.

Where used in this franchise ("Franchise") these terms have the following meanings:

A. "City" means the City of Ridgefield, a Washington municipal corporation, and its respective successors and assigns.

B. "Port" means the Port of Ridgefield, a Washington municipal corporation, and its respective successors and assigns.

C. "Facilities" means cable conduit, manholes, handholes, pedestals, and all other necessary or convenient facilities and appurtenances thereto for the purpose of operating telecommunications cable, whether the same be located over or under ground.

D. "Franchise Area" means every and all of the public roads, streets, avenues, alleys, highways and rights-of-way of the City as now or hereafter laid out, platted, dedicated or improved, but shall not include private roads, streets, avenues and alleys.

E. "Ordinance" means Ordinance No. 1336, which approves the terms and conditions of this Franchise.

G. "Party" or "Parties" means the City or the Port individually, or collectively as addressed in this Franchise.

Section 2. Franchise.

A. The City does hereby grant to the Port the right, privilege, authority and franchise to construct, own, install, lay, support, attach, maintain, repair, renew, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, through and across the Franchise Area for purposes of the Port's dark fiber network beginning on the Effective Date of this Franchise; provided that the City's grant of the right to use the Franchise Area as provided herein shall not be construed to require the Port to provide such Facilities to the City.

B. Nothing contained in this Franchise is to be construed as granting permission to the Port to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this Franchise. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City.

C. At all times during the term of this Franchise, the Port shall fully comply with all applicable federal, state, county and city laws and regulations.

Section 3. Non-interference of Facilities.

A. The Port's Facilities shall be located, relocated and maintained within the Franchise Area so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property in accordance with the laws of the State of Washington. Nothing herein shall preclude the Port from effecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities; provided that the Port receives prior City approval, which shall not be unreasonably withheld; and provided further that the Port shall have the right to effect temporary road closures in the event of emergencies to maintain, repair and replace its Facilities without prior City approval, but the Port shall obtain City approval of such road closures as soon as reasonably possible.

B. Whenever it is necessary for the Port, in the exercise of its rights under this Franchise, to make any excavation in the Franchise Area, the Port shall apply for a City Right of Way Encroachment permit. Upon completion of such excavation, the Port shall restore the surface of the Franchise Area to City standards and at least to the same condition existing prior to any such excavation, installation, construction, relocation, maintenance or repair. Survey monuments shall not be removed or destroyed without the Port first obtaining the required Department of Natural Resources (DNR) permit in accordance with RCW 58.09.130 and WAC 332-120-030, and as such statute and regulation may be modified and amended. All survey monuments, which have been distributed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. The Port agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole expense.

C. If it is determined that the Port has failed to restore the right-of-way in accordance with this Section, the City shall provide the Port with written notice, which shall include a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is

not restored in accordance with the City's notice within fifteen (15) days of that notice, or such longer period as may be specified in the notice, the City, or its authorized agent, may restore the right-of-way and the Port shall be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

Section 4. Planning Coordination.

The Parties acknowledge that fiber optic telecommunications facilities within the City's streets and rights-of-way, such as the Port's Facilities, may be more expensive to relocate than other utilities. Therefore, the Parties shall work together to reduce the need for relocation of the Port's Facilities within the Franchise Area to the greatest extent possible. To accomplish this goal, the Parties shall each assign a representative whose responsibility shall be to coordinate planning for City projects as described in Section 5(A) below, including those that involve undergrounding. At a minimum, such coordination shall include:

A. For the purpose of planning, the Parties shall provide each other with a copy of their respective current adopted Capital Improvement Plan annually and upon request by the other party.

B. By February 1st of each year, the Port shall provide the City with a schedule of the Port's planned capital improvements which may affect the rights-of-way for that year.

C. By February 1st of each year, the City shall provide the Port with a schedule of the City's planned projects as described in Section 5(A) below which may affect the rights-of-way for that year including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other rights-of-way activities that could affect Port's capital improvements and infrastructure.

D. The Port shall meet with the City, and other franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.

E. All construction locations, activities, and schedules shall be coordinated to minimize public inconvenience, disruption or damages.

F. The Parties agree to cooperate in the planning and implementation of emergency operations response procedures.

G. Without charge to either Party, both Parties agree to provide each other with as-built plans, maps and records that show the vertical and horizontal location of its facilities within rights-of-way, measured from the center line of the rights-of-way. Maps shall be provided in the digital electronic format used by the City or the Port unless the Parties agree on another format.

Section 5. Relocation of Facilities.

A. As soon as the City learns or determines that the grading or widening of the Franchise Area or the construction and installation of storm drainage lines, lighting, signalization, sidewalk improvements, pedestrian amenities, or other public street improvements (for purposes other than those described in section 5(D) below) are required, and the proposed project requires relocation of the Port's then existing Facilities within the Franchise Area ("Port Facilities"), the City shall provide notice of the proposed project to the Port.

B. Both Parties shall meet to discuss the proposed project at a mutually agreeable time and place. Both Parties may propose alternatives to the relocation of Port's Facilities, each of which shall be given full and fair consideration. The timing of this discussion and evaluation, and any relocation of Port Facilities, shall take into account the type and extent of the proposed project, the type and extent of the relocation, and the period of time for and complexity of obtaining necessary permits and approvals for the proposed project and the relocation. The City shall make reasonable efforts to provide the Port with as much time as possible to review the proposed project, consider alternatives, and accomplish any necessary relocation. The Port shall make reasonable efforts to complete any necessary relocation within the timeframe requested by the City and in accordance with state bid law requirements and applicable regulations, permits and approvals.

C. The Port shall pay for the cost of relocation of Port Facilities; provided, that the City shall pay for the cost of relocation of Port Facilities if the relocation occurs within five (5) years of initial construction of the Port Facilities.

D. Whenever any person or entity, other than the City, requires the relocation of Port Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the City requires the relocation of Port Facilities within the Franchise Area for the benefit of any person or entity other than the City, then the Port shall have the right as a condition of such relocation to require such person or entity to:

(1) Make payment to the Port at a time and upon terms acceptable to the Port for any and all costs and expense incurred by the Port in the relocation of Port Facilities; and

(2) Protect, defend, indemnify and save the Port harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Port Facilities, to the extent such injury or damage is caused by the negligence or willful misconduct of the person or entity requesting the relocation of Port Facilities or other negligence or willful misconduct of the agents, servants or employees of the person or entity requesting the relocation of Port Facilities.

E. This Section 5 shall govern all relocations of Port Facilities required in accordance with this Franchise. Any cost or expense in connection with the location or relocation of any Port Facilities existing under benefit of easement or other right not in the Franchise Area shall be borne by the City, provided the City obtains the Port's prior consent to such location or relocation.

F. For the purpose of this Section 5, a project or improvement is considered to be caused by the City (as described in 5(A) above) if it is permitted by the City and both of the following conditions exist:

(1) The City is lead agency for the project or improvement; and

(2) The City is responsible for over 50% of the overall costs of the improvement or project, which 50%, if applicable, includes any grant money received by the City from another entity for the project.

Section 6. Indemnification.

A. The Port shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of the Port or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted the Port in this Franchise; provided that such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. The City shall indemnify, defend and hold the Port, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of the City or its agents, servants, employees, contractors, subcontractors or assigns in the City's performance, administration and operation of this Franchise or in exercising the rights granted City in this Franchise; provided that such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the Port, its agents, officers, employees, volunteers or assigns.

C. In the event any such claim or demand be presented to or filed with the Port or the City arising out of or relating to the acts or omissions in whole or in part of the other party, the

party shall promptly notify the other party thereof, and the notified party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.

D. Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and the Port, their officers, employees and agents, the Port's liability hereunder shall be only to the extent of the Port's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

Section 7. Default.

If the Port fails to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon the Port a written order to so comply within thirty (30) days from the date such order is received by the Port. If the Port is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to the Port. The City may act without the thirty (30) day notice in case of an emergency. The City may in addition, by ordinance adopted no sooner than five (5) days after notice of the City Council hearing (at which the Port will have an opportunity to be heard) on the impending ordinance, declare an immediate forfeiture of this Franchise; provided that if any material failure to comply with this Franchise by the Port cannot be corrected with due diligence within the thirty (30) day period, the Port's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control, in which case the time within which the Port may so comply shall be extended for such time as may be reasonably necessary and so long as the Port commences promptly and diligently to effect such compliance, provided a good faith dispute does not exist concerning such compliance.

In addition to other remedies provided herein, if the Port is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Port right-of-way use permits until compliance is achieved.

Section 8. Non-exclusive Franchise.

This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area, which do not interfere with Port's rights under this Franchise.

This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 9. Franchise Term.

This Franchise shall have a term of ten (10) years from its Effective Date, and shall automatically renew on the anniversary date of the Effective Date each year thereafter unless one Party gives the other Party notice of intent to terminate the Franchises at least six (6) months in advance of the anniversary date.

Section 10. Fees and taxes.

A. Utility tax. The Grantee agrees for purposes this franchise that it is subject to City utility tax. The Grantee shall pay to the City utility tax on its gross revenues as required under the Ridgefield Municipal Code. Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected. Revenue from point to point and multi-point services is based on the pro-rata share of the revenue from those services.

B. Payments due under this provision shall be computed and paid quarterly for the preceding quarter as of March 31, June 30, September 30 and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Grantee shall file with the City a written statement in a form satisfactory to the City identifying in detail the amount the revenue, the computation bases and method for the quarter for which payment is made.

C. This Franchise Agreement shall not exempt Grantee from the payment of any generally applicable license, permit fee, utility tax, sales tax, or other generally applicable fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by City.

Section 11. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Franchise and all other applicable City ordinances and codes, as they now exist or may hereafter be amended, provided the City shall not unreasonably affect or modify any portion of this Franchise without the Port's written approval. Nothing in this Franchise limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by the Port shall be performed by the Port in

accordance with applicable federal, state, county and city rules, standards and regulations, and any required permits, licenses or regulatory fees.

B. In the event that any territory served by Port is annexed to the City after the effective date of this Franchise, this Franchise shall be deemed to be the new agreement required to be granted to a franchisee in annexed territory by RCW 35A.14.900 for whatever period of time is then required under that statute. Such territory shall then be governed by the terms and conditions contained herein upon the effective date of such annexation. The first Franchise Fee for any annexed area shall be calculated pro rata from the effective date of the annexation to the end of the next calendar quarter and paid to the City at the same time as the fee for the Franchise Area is paid for that quarter.

Section 12. Location of Facilities and Equipment.

With the exception of components that are traditionally installed above ground such as vault lids, risers, manhole covers, pedestals and utility markers, all Facilities and equipment to be installed within the Franchise Area shall be installed underground; provided that such Facilities may be installed above ground if so authorized by the City, which authorization shall not be unreasonably withheld, conditioned or delayed, consistent with the provisions of the City's Code and applicable development pre-approved plans.

Section 13. Record of Installations and Service.

With respect to excavations by the Parties within the Franchise Area, each Party shall comply with its respective obligations pursuant to chapter 19.122 RCW, and as such statute may be modified and amended, and any other applicable state law.

Upon written request of the City, the Port shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided that any such plan so submitted shall only be for informational purposes within the Franchise Area, and such plan shall be construed as a proposal to undertake any specific improvements within the Franchise Area.

Upon written request of the Port, the City shall provide the Port with the most recent update available of any plan of potential improvements to its improvements located within the Franchise Area; provided that any such plan so submitted shall only be for informational purposes within the Franchise Area, and such plan shall be construed as a proposal to undertake any specific improvements within the Franchise Area.

As-built drawings of the precise location of any Facilities placed by the Port in any street, alley, avenue, highway, easement, etc., shall be made available to the City within ten (10) working days of request.

Section 14. Shared Use of Excavations.

A. The Parties shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Area informed of its intent to undertake such construction work. The Parties shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. If at any time, or from time to time, either the Port, the City, or another franchisee, shall cause excavations to be made within the Franchise Area, the Party causing such excavation to be made shall afford the others, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(1) No statutes, laws, regulations or ordinances prohibit or restrict the proximity of other utilities or facilities to Port Facilities installed or to be installed within the area to be excavated;

(2) Such joint use shall not unreasonably delay the work of the Party causing the excavation to be made; and

(3) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties. The Parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

The City reserves the right not to allow open trenching for five (5) years following a street overlay or improvement project. The Port shall be given written notice at least one hundred eighty (180) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoria.

Section 15. Insurance.

The Port shall maintain in full force and effect throughout the term of this Franchise, a minimum of Two Million Dollars (\$2,000,000.00) liability insurance for property damage and bodily injury.

The City shall be named as an additional insured on any policy of liability insurance obtained by Port for the purpose of complying with the requirements of this Section.

In satisfying the insurance requirement set forth in this section, the Port may self-insure against such risks in such amounts as are consistent with good utility practice. The Port shall provide the City with sufficient written evidence, the sufficiency of which shall be determined at the reasonable discretion of the City, upon request, that such insurance (or self-insurance) is being so maintained by Port. Such written evidence shall include, to the extent available from Port's insurance carrier, a written certificate of insurance with respect to any insurance maintained by Port in compliance with this Section.

Section 16. Vacation of Franchise Area.

If the City determines to vacate any right-of-way which is part of the Franchise Area where Port Facilities are located or maintained, any ordinance vacating such right-of-way shall provide and condition such vacation on the Port obtaining at no cost to the Port a permanent easement at least fifteen (15) feet wide in such vacated right-of-way for the construction, ownership, operation, maintenance, repair and replacement of its facilities located and to be located in such vacated right-of-way.

Section 17. Assignment.

All of the provisions, conditions, and requirements herein contained shall be binding upon the Port, and no right, privilege, license or authorization granted to the Port hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City.

Section 18. Notice.

Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with

postage prepaid, or if sent by facsimile transmission with electronic confirmation. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the deposit thereof in the United States Mail. If such notice is sent by facsimile transmission, it shall be deemed given at the time of the sender's receipt of electronic confirmation. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: City Manager
 City of Ridgefield
 P.O. Box 608
 Ridgefield, WA 98642
 Phone: (360) 887-3557
 Fax: (360) 887-0861

To Port : CEO
 Port of Ridgefield
 PO Box 55
 Ridgefield, WA 98642
 Phone: (360) 887-3873
 Fax: (360) 887-3403

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party.

Section 19. Severability.

If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect.

Section 20. Non-Waiver.

The failure of either Party to enforce any breach or violation by the other Party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Franchise.

Section 21. Alternate Dispute Resolution.

If the Parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to mediation or other non-binding alternate dispute resolution process agreed to by the Parties. Unless otherwise agreed upon between the Parties or determined herein, the cost of that process shall be shared equally by the Parties.

Section 22. Governing Law/Venue.

This Franchise shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall only be filed in Clark County Superior Court, Clark County, Washington.

Section 23. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 24. Amendment.

This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 6 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by the Port of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

(1) References this Franchise; and

(2) States that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document that does not comply with subsections (1) and (2) referenced immediately above, the provisions of this Franchise shall control.

Section 25. Directions to City Clerk.

Upon passage of the Ordinance that grants this Franchise, the City Clerk is authorized and directed to forward a certified copy of the Ordinance to the Port. The Port shall have thirty (30) days from the receipt of the certified copy of the Ordinance to accept in writing the terms of the Ordinance and this Franchise.

Section 26. Port Acceptance of Franchise.

The Port shall have no rights under this Franchise nor shall Port be bound by the terms and conditions of this Franchise unless Port shall, within thirty (30) days after the effective date of the Ordinance that grants this Franchise, file with the City its written acceptance of the Ordinance and this Franchise.

Section 27. Effective Date of Ordinance.

This Franchise, and the Ordinance that grants this Franchise, being an exercise of a power specifically delegated to the City Council, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Section 28. Effective Date of Franchise.

The terms and conditions of this Franchise shall not be binding on the City and the Port unless the Port Board of Commissioners within thirty (30) days of the effective date of the Ordinance adopts a resolution accepting this Franchise, and the date of the adoption of such resolution by the Port Board of Commissioners shall be the effective date ("Effective Date") of this Franchise.