



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, January 26, 2017
Ridgefield Community Center
210 N. Main, 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. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding items not on the agenda 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.

III. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from January 12, 2017 Meeting**

IV. PRESENTATION

- 1. 2017 Community Development Work Program - Jeff Niten, Community Development Director**
- 2. Parks Board 2016 Accomplishments and 2017 Work Plan - Bryan Kast, Public Works Director**

V. BUSINESS

The public is invited to comment on business items at the conclusion of Council discussion prior to the vote. In cases where public record has been closed, no additional comments may be received.

- 1. Resolution No. 520 - Authorizing Hunting and the Discharge of Shotguns (James Walker)- Lee Knottnerus, Deputy City Manager**
- 2. Resolution No. 521 - Approval of Hazard Mitigation Plan - Jeff Niten, Community Development Director**
- 3. Motion - Approval of Contract with PBS Engineering for Design of Ridgefield Outdoor Recreation Complex - Bryan Kast, Public Works Director**

VI. PUBLIC COMMENT

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

VII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

VIII. FROM THE COUNCIL

IX. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 26, 2017
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

RECOMMENDED ACTION OR MOTION:

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

“I move to approve the consent agenda as presented”

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS: January 26 2017 Claims Report (PDF)

Approved to be placed on City Council Agenda:

City of Ridgefield
Claims Payment Report
For Approval on: January 26, 2017

Sum of Amount				
Vendor Name	Vendor Number	Invoice Number	Description	Total
AIRGAS USA LLC	17	9058969573	Service Call	324.50
AIRGAS USA LLC Total				324.50
ARAMARK UNIFORM SERVICES	32	862708305	Floor Mats - City Hall	7.11
			Floor Mats - PW	3.88
			Floor Mats - PD	4.52
			Floor Mats - CDDI	3.88
		862708306	Uniform Services	52.68
		862718739	Floor Mats - City Hall	7.11
			Floor Mats - PW	3.88
			Floor Mats - PD	4.52
			Floor Mats - CDDI	3.88
		862718740	Uniform Services	51.50
ARAMARK UNIFORM SERVICES Total				142.96
B AND L PAPER COMPANY	2165	23546	CDD/PW Roll Towels Folded Towels & Hand Soap	136.53
		23544	City Hall Paper Towel Rolls & Hand Soap	110.88
		23545	Overlook Park Roll Towels	68.29
B AND L PAPER COMPANY Total				315.70
CINTAS FIRE PROTECTION	2520	0F80015495	PW Shop/WWTP Fire Extinguisher Service	559.28
CINTAS FIRE PROTECTION Total				559.28
CITY OF BATTLE GROUND	92	875	Court Costs - December 2016	10,278.08
CITY OF BATTLE GROUND Total				10,278.08
CITY OF RIDGEFIELD	95	DEM-17-0001	DEM-17-0001 - Demo of Caretaker Residence in Abrams Park	100.00
		PLZ-16-0097	RORC Pre-App	1,250.00
CITY OF RIDGEFIELD Total				1,350.00
CITY OF RIDGEFIELD-W/S	96	201701-01	111 S Main - Storm	45.00
		201701-02	111 S Main - Water	61.73
		201701-03	400 N Abrams Park Rd - Storm	15.00
		201701-28	Water Tower (Cemetery)	45.00
		201701-16	301 N 3rd Ave CDD - Water	55.06
		201701-30	Junction Well & Reservoir - Storm	105.00
		201701-09	109 W Division WWTP - Storm	630.00
		201701-26	1-5/SR501 NE Interchange Irrigation	89.41

City of Ridgefield

Claims Payment Report

For Approval on: January 26, 2017

CITY OF RIDGEFIELD-W/S	96	201701-07	Abrams Park Chloine Injector - Storm	15.00
		201701-17	301 N 3rd Ave CDD - Storm	30.00
		201701-05	Abrams Park Restrooms - Storm	15.00
		201701-10	116 N Main Ave PD - Water	53.00
		201701-15	119 N 3rd Ave Community Park - Water	45.05
		201701-14	119 N 3rd Ave Community Park - Storm	30.00
		201701-19	2311 N 5th Way Crows Nest Park - Storm	30.00
		201701-06	Abrams Park Restrooms - Water	99.81
		201701-31	PW Hydrant Meter - Water	365.31
		201701-18	315 N 3rd Avenue Davis Park - Water	143.13
		201701-27	1-5/SR501 NE Interchange Irrigation	89.41
		201701-04	400 N Abrams Park Rd - Water	44.71
		201701-24	1308 N Heron Dr Hayden Park - Water	44.71
		201701-25	Columbia Hills Irrigation Tract B Wind River	44.71
		201701-08	109 W Division WWTP - Water	251.09
		201701-29	Park & Ride Lot - Storm	165.00
		201701-13	230 Pioneer Street City Hall - Water	385.30
		201701-23	1308 N Heron Dr Hayden Park - Storm	15.00
		201701-22	Cedar Ridge Park - Water	89.41
		201701-21	Cedar Ridge Park - Storm	15.00
		201701-20	2311 N 5th Way Crows Nest Park - Water	44.71
		201701-11	116 N Main Ave PD - Storm	60.00
		201701-12	230 Pioneer Street City Hall - Storm	105.00
CITY OF RIDGEFIELD-W/S Total				3,226.55
CITY OF VANCOUVER	97	438364	2017 - Annual SWAT Billing	6,932.32
CITY OF VANCOUVER Total				6,932.32
CLACKAMAS CONSTRUCTION INC.	2391	14	Junction Reservior Prj. Less 5% Retainage	61,226.68
			Junction Well Prj. Less 5% Retainage	23,962.37
			Junction Reservior & Well Prj. 5% Retainage	(3,929.38)
CLACKAMAS CONSTRUCTION INC. Total				81,259.67
CLARK COUNTY	102	130007805	Lab Analysis - November 2016	2,459.37
			Biosolids Disposal - November 2016	4,338.58
		230001997	RMS Hardware Reimbursement	1,144.00
CLARK COUNTY Total				7,941.95
CLARK COUNTY FIRE DISTRICT #5	104	9243	1st Quarter 2017 - Safety Consortium Billing	546.00
CLARK COUNTY FIRE DISTRICT #5 Total				546.00

City of Ridgefield

Claims Payment Report

For Approval on: January 26, 2017

CLARK COUNTY TREASURERS OFFICE	554	201701-01	December 2016 School Impact Fees	116,398.00
CLARK COUNTY TREASURERS OFFICE Total				116,398.00
CLARK PUBLIC UTILITIES	110	201601-01	3701 N 3rd Cir - Electricity	26.98
		201601-04	Overlook Park - Electricity	138.89
		201601-03	Pioneer St. & Gee Creek Loop - Electricity	26.50
		201601-02	512 N Allen Dr - Electricity	26.91
		201601-07	1504 NW Intertie 3 - Water	67.85
		201601-08	911 N 65th Ave Intertie 2 - Water	115.95
		201601-06	800 NE 264 St Intertie 1 - Water	632.00
		201601-09	211 N Main Ave - CDD Annex	106.48
		201601-05	2300 N 3rd Way Bellwood Trail Lights	33.60
CLARK PUBLIC UTILITIES Total				1,175.16
CLARK REGIONAL WASTEWATER DISTRICT	741	201701-01	109 W Division WWTP - Sewer	233.07
		201701-02	116 N Main Ave PD - Sewer	47.86
		201701-03	230 Pioneer St City Hall - Sewer	88.88
		201701-09	255 S 56th Pl Well & Reservoir - Sewer	62.15
		201701-07	Abrams Park Former Mgr House - Sewer	40.68
		201701-05	Abrams Park Restrooms - Sewer	88.25
		201701-06	Abrams Park Kitchen - Sewer	44.13
		201701-04	301 N 3rd Ave CDD - Sewer	49.10
		201701-08	Abrams Park Former Mgr House - Sewer	45.37
CLARK REGIONAL WASTEWATER DISTRICT Total				699.49
COLUMBIA RESOURCE COMPANY	114	14270	Waste Removal - Streets	467.23
COLUMBIA RESOURCE COMPANY Total				467.23
COLUMBIAN PUBLISHING	116	3116856	2016 Holiday Advertisement	150.00
COLUMBIAN PUBLISHING Total				150.00
COMCAST	2271	201601-01	City Hall Communications	66.91
			City Hall Internet	179.90
		201601-04	PW WWTP Communications	296.28
		201601-03	Community Center WiFi	269.93
		201601-02	PD Communications	289.65
COMCAST Total				1,102.67
COMDATA NETWORK INC.	1101	20269764	Fuel PW - XN173	1,310.12
			Fuel CDD - XN173	104.82
		20269763	Fuel PD - XN795	527.82
COMDATA NETWORK INC. Total				1,942.76

City of Ridgefield

Claims Payment Report

For Approval on: January 26, 2017

COSTCO MEMBERSHIP	1514	201701-01	Costco 2017 Membership Renewal	55.00
COSTCO MEMBERSHIP Total				55.00
CREDC	1771	012017-22	2017 CREDC Annual Investment	5,000.00
CREDC Total				5,000.00
CREDO PRODUCTIONS	2759	103	First Saturday DJ Services - Feb. 4 2017	250.00
CREDO PRODUCTIONS Total				250.00
CRIMINAL JUSTICE TRAINING COMMISSION	2721	201127592	Firearm Handgun Instructor Level 1 Training - Pettit	750.00
CRIMINAL JUSTICE TRAINING COMMISSION Total				750.00
DEPARTMENT OF LICENSING	154	RG0000141	CPL Fees - Ramires-Elias	18.00
		RG0000146	CPL Fees - Estep	18.00
		RG0000149	CPL Fees - Schneck	18.00
		RG0000145	CPL Fees - Russell	18.00
		RG0000144	CPL Fees - Baker	18.00
		RG0000142	CPL Fees - Pfeifer	18.00
DEPARTMENT OF LICENSING Total				108.00
DR HORTON INC.	1157	BLD-16-0348	Overpayment of PCF - BLD-16-0348	429.00
DR HORTON INC. Total				429.00
E2 LAND USE PLANNING SERVICES LLC	485	201601-01	Planning Consultant - Gee Creek Trail	70.00
			Planning Consultant - CDD	17,633.88
E2 LAND USE PLANNING SERVICES LLC Total				17,703.88
EASTSIDE MEATS	1264	284146	Sausages for 2016 NNO	1,123.80
EASTSIDE MEATS Total				1,123.80
EFFICIENT COMMUNICATION SOLUTIONS	2126	22529	CDD Phone Line Install/Equipment	480.34
		22528	City Hall Phone Line Install/Equipment	264.45
EFFICIENT COMMUNICATION SOLUTIONS Total				744.79
ELCOR INC	2081	9356	Hardware to Fix Internet at CDD	1,441.23
ELCOR INC Total				1,441.23
GRAY AND OSBORNE INC	207	15263.00-19	Junction Well	6,014.28
			1.0 MG Reservoir	9,603.18
GRAY AND OSBORNE INC Total				15,617.46
GROVER ELECTRIC AND PLUMBING	210	HA40068	Parks Operational Supplies	11.05
GROVER ELECTRIC AND PLUMBING Total				11.05
H AND H RECYCLERS	212	0007294-IN	Brush Removal - Streets	88.00
		0007281-IN	Brush Removal - Streets	88.00
H AND H RECYCLERS Total				176.00
HONEY BUCKETS	223	550228473	Davis Park Port-a-Potty	298.00

City of Ridgefield

Claims Payment Report

For Approval on: January 26, 2017

HONEY BUCKETS Total				298.00
IDV DEVELOPMENT SERVICES LLC	2760	201601-01	Refund due to Overpayment	1,500.00
IDV DEVELOPMENT SERVICES LLC Total				1,500.00
INTERMEDIA.NET INC	2187	1701003261	Voice Service Charges	79.83
INTERMEDIA.NET INC Total				79.83
INTERSTATE BATTERIES	1458	81410	PD Vehicle Maint - 2013 Ford Sedan	129.14
INTERSTATE BATTERIES Total				129.14
INTERSTATE SPECIAL EVENTS	2706	107209-1	First Saturday Event Rental Supplies - Jan 2017	1,231.06
INTERSTATE SPECIAL EVENTS Total				1,231.06
J.L. STOREDAHL AND SONS	558	202498	Cobbles for Bear in Overlook Park	269.47
J.L. STOREDAHL AND SONS Total				269.47
JANEAN Z PARKER	2199	142	Legal Services	5,375.00
JANEAN Z PARKER Total				5,375.00
JEFF BOLLING	487	201701-01	CDL Renewal Reimbursement	102.00
JEFF BOLLING Total				102.00
LARCH CORRECTIONS CENTER	2088	LCC1612.423	Streets Clean Up	147.99
LARCH CORRECTIONS CENTER Total				147.99
LEE KNOTTNERUS	1765	201701-01	Meal Per-Diem WA State Main St Mtg	85.00
		201701-02	Meal Per-Diem WCIA Training and Board Mtg	74.00
		201701-03	Mileage Reimbursement - WCIA Training & Board Meeting	153.55
LEE KNOTTNERUS Total				312.55
LEWIS COUNTY SHERIFF'S OFFICE	2465	201701-01	David Rabiner Training - Sgt Bone & Sgt Doriot	120.00
LEWIS COUNTY SHERIFF'S OFFICE Total				120.00
MFCP INC.	2723	6562741	Water Operational Supplies	51.39
		6562614	Water Operational Supplies	49.08
		6562612	Water Operational Supplies	95.96
MFCP INC. Total				196.43
MINERT AND ASSOCIATES INC.	981	266233	2017 Annual DOT Program Admin Fee	175.00
MINERT AND ASSOCIATES INC. Total				175.00
NAPA AUTO PARTS	498	955521	10yd Snow Plow Supplies	27.65
NAPA AUTO PARTS Total				27.65
NORTHSTAR CHEMICAL INC.	1019	96940	Sodium Hydroxide	2,584.52
		97120	Resin Compound	817.07
NORTHSTAR CHEMICAL INC. Total				3,401.59
NORTHWEST NATURAL GAS	315	201701-01	Police Department - Natural Gas	98.73
		201701-02	City Hall - Natural Gas	482.79

City of Ridgefield

Claims Payment Report

For Approval on: January 26, 2017

NORTHWEST NATURAL GAS	315	201701-03	PW Shop - Natural Gas	118.75
NORTHWEST NATURAL GAS Total				700.27
OFFICE MART	321	14761	Furniture - New Utility Clerk	1,197.83
			Furniture - New CDD Associate Planner	895.38
OFFICE MART Total				2,093.21
OFFICEMAX INCORPORATED	1599	787609	CDD Office Supplies	123.64
			General Office Supplies	403.73
			Finance Office Supplies	89.14
			General Operational Supplies	10.72
			Admin Office Supplies	72.08
			Storm Office Supplies	7.88
			Water Office Supplies	7.88
			Events Supplies	97.36
		787812	2017 WWTP Journal	44.67
		788049	PD Operational Supplies	3.47
			PD Office Supplies	135.80
OFFICEMAX INCORPORATED Total				996.37
OTAK INC.	1787	11700110	Sargent Street Stormwater Project	3,786.53
		11700123	Construction Inspection Services - December 2016	2,794.18
OTAK INC. Total				6,580.71
PBS ENGINEERING AND ENVIRONMENTAL	342	HDJ4083.002-12	35th & Pioneer Roundabout Design Ph. 2	16,458.27
PBS ENGINEERING AND ENVIRONMENTAL Total				16,458.27
PIONEER PEST MANAGEMENT	2040	223696	City Hall Pest Management	129.00
PIONEER PEST MANAGEMENT Total				129.00
POSTMASTER	348	201701-01	Postage Replenishment - Utility Billing Calendar	516.79
POSTMASTER Total				516.79
REFLECTOR	369	95814	SEPA DNS Pioneer Place Pump Station	112.40
REFLECTOR Total				112.40
RONALD ONSLOW	930	201701-01	Meal Per-Diem - Mayor's Exchange Event	31.00
RONALD ONSLOW Total				31.00
SEASONS COFFEE TEA & REMEDIES	2761	1092017	First Saturday Catering Services - Jan. 2017	52.04
SEASONS COFFEE TEA & REMEDIES Total				52.04
SHRED-IT USA LLC	2274	8121506128	Secure Shredding - CDD/PW	31.20
		8121506129	Secure Shredding - City Hall	31.20
		8121506130	Secure Shredding - PD	33.28
SHRED-IT USA LLC Total				95.68

City of Ridgefield

Claims Payment Report

For Approval on: January 26, 2017

SKAMANIA COUNTY SHERIFF'S OFFICE	1554	201701-01	Jail Beds - December 2016	1,100.00
		201701-02	Jail Beds - December 2016	110.00
SKAMANIA COUNTY SHERIFF'S OFFICE Total				1,210.00
SMARSH	2550	INV00198505	Social Media & Email Archiving - November 2016	188.00
		INV00204444	Social Media & Email Archiving - December 2016	188.00
SMARSH Total				376.00
SOUTHWEST WA SECTION OF PNCWA	725	201701-01	PNCWA - 2017 Membership Renewal	50.00
SOUTHWEST WA SECTION OF PNCWA Total				50.00
STATE OF WASHINGTON	156	201701-01	4th Quarter 2016 Leasehold Tax	1,945.26
			Dec 2016 Excise and B&O Tax	4,826.73
STATE OF WASHINGTON Total				6,771.99
STERICYCLE	2504	3003695952	Hazardous Waste Disposal	10.36
STERICYCLE Total				10.36
STEVE STUART	2075	201701-01	Meal Per-Diem - Mayor's Exchange Event	16.00
STEVE STUART Total				16.00
SW WA REGIONAL TRANSPORTATION	602	12304	SW WA Regional Transport - 2017 Membership Dues	1,645.00
SW WA REGIONAL TRANSPORTATION Total				1,645.00
SWORDFERN COMMERCIAL APPRAISAL	2663	16-226b	Appraisal on property located at 26506 NE 10th Ave. Ridgefield	1,500.00
SWORDFERN COMMERCIAL APPRAISAL Total				1,500.00
TAPANI INC	420	14838	Mill Street Sidewalk Project	2,474.41
		14837	Division Street Storm Drain Improvement	36,023.00
			Division Street Storm Drain Improvement - 5% Retainage	(1,801.15)
TAPANI INC Total				36,696.26
THE MASTERS TOUCH LLC	1786	P49384	Utility Statements - Postage	878.25
		49384	Utility Statements	598.75
THE MASTERS TOUCH LLC Total				1,477.00
THE PARR COMPANY	964	26347257	Upgrade PW Ops Facility	585.53
		26347899	PW Ops Facility Upgrade	13.06
		26347215	Upgrade PW Ops Facility	76.17
THE PARR COMPANY Total				674.76
TLC TOWING	431	C1525	Evidence Tow - Lexus IS400 Plate #ASN6748	70.46
TLC TOWING Total				70.46
TRABUCCO CONSULTING LLC	2236	6812	First Saturday Postcards Feb 2017	1,029.51
			First Saturday Postcards Feb 2017 - WA State Use/Sales Tax 8.4%	(79.78)
TRABUCCO CONSULTING LLC Total				949.73
TRAFFIC SAFETY SUPPLY	432	121574	Part #14847101 - Wireless push button bollard kit includes: one	2,944.14

City of Ridgefield

Claims Payment Report

For Approval on: January 26, 2017

TRAFFIC SAFETY SUPPLY	432	121574	Part #14845000 - 30"FY Solar adc ped crossing binker sign inclu	5,391.82
			DES Management Fee (0.74%)	61.69
TRAFFIC SAFETY SUPPLY Total				8,397.65
US BANK	2237	201601-01	Custody Charges	34.00
US BANK Total				34.00
USA BLUEBOOK	444	149373	Water Operational Supplies	77.84
USA BLUEBOOK Total				77.84
VERIZON WIRELESS	452	9777803514	PW Cell Phones amd 2 iPads	608.56
			CDD Cell Phones	204.58
			PW Director iPad	32.86
			Deputy City Manager iPad	32.87
			Council & Julie iPads	262.97
			PD Chief iPad	32.87
			Finance Director iPad	32.87
			PD Cell Phones	793.21
			Community Development Director iPad	32.87
			City Manager iPad	32.87
VERIZON WIRELESS Total				2,066.53
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS	459	DUES 2017-00259	2017 Active Dues Category B - Brooks	120.00
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS Total				120.00
WA STATE TREASURER'S OFFICE	642	201701-01	4th Quarter 2016 Building Code Fees	216.90
WA STATE TREASURER'S OFFICE Total				216.90
WELLS FARGO	1681	201701-01	Dec 2016 Bank Fee	39.00
		201701-1765	Dec 2016 Stmt - Hoots Starliner Food Market	103.45
			Dec 2016 Stmt - Hoots Costco.com	222.58
			Dec 2016 Stmt - Hoots Seasons Coffee	13.01
			Dec 2016 Stmt - Hoots Galls	33.00
		201701-4542	Dec 2016 Stmt - Basarab Fred Meyers	117.52
			Dec 2016 Stmt - Basarab Assoc. of Wa Cities	100.00
			Dec 2016 Stmt - Basarab Amazon Marketplace	1,233.13
			Dec 2016 Stmt - Basarab Buckets	133.88
			Dec 2016 Stmt - Basarab Applian Tech	19.95
			Dec 2016 Stmt - Basarab Costco	205.38
			Dec 2016 Stmt - Basarab Skamania Lodge Gift Cards	302.50
		201701-6206	Dec 2016 Stmt - Rhine Law Enforcement Targets	104.20
			Dec 2016 Stmt - Rhine Costco Wholesale	596.19

City of Ridgefield

Claims Payment Report

For Approval on: January 26, 2017

WELLS FARGO	1681	201701-7829	Dec 2016 Stmt - Kipp Stubhub	410.95
			Dec 2016 Stmt - Kipp Office Depot	43.08
			Dec 2016 Stmt - Kipp Amazon Marketplace	213.75
			Dec 2016 Stmt - Kipp Shutterstock	29.00
			Dec 2016 Stmt - Kipp Walgreens	6.48
			Dec 2016 Stmt - Kipp Fred Meyer	39.78
			Dec 2016 Stmt - Kipp Target	697.90
			Dec 2016 Stmt - Kipp Chucks Produce	47.92
		201701-1334	Dec 2016 Stmt - Arends Sears Roebuck	108.39
			Dec 2016 Stmt - Arends Car L Be Clean	59.99
			Dec 2016 Stmt - Arends Chevron	20.78
			Dec 2016 Stmt - Arends Pioneer Marketplace	7.16
			Dec 2016 Stmt - Arends Eastside Steel Inc.	101.78
			Dec 2016 Stmt - Arends Ace Hardware	78.65
			Dec 2016 Stmt - Arends Harbor Freight	79.59
			Dec 2016 Stmt - Arends Lowes	24.89
			Dec 2016 Stmt - Arends Safeway	6.00
			Dec 2016 Stmt - Arends Papa Petes Pizza	31.16
		201701-4689	Dec 2016 Stmt - Johnson Amazon.com	1,389.67
			Dec 2016 Stmt - Johnson Keller Supply	366.24
			Dec 2016 Stmt - Johnson MyPlaceToLearn	60.00
		201701-7785	Dec 2016 Stmt - Knottnerus Facebook	17.30
			Dec 2016 Stmt - Knottnerus Indeed	350.00
			Dec 2016 Stmt - Knottnerus Walmart	117.52
			Dec 2016 Stmt - Knottnerus The Refuge Chef	325.20
			Dec 2016 Stmt - Knottnerus OVS McMinnville	69.13
		201701-5651	Dec 2016 Stmt - Blehm Costco.com	78.03
			Dec 2016 Stmt - Blehm Holiday Inn Express	1,253.33
			Dec 2016 Stmt - Blehm Courtyard Lynwood	837.90
			Dec 2016 Stmt - Blehm Paypal *Lower Columbia	35.00
		201701-8717	Dec 2016 Stmt - Niten American Planning Assoc.	735.00
			Dec 2016 Stmt - Niten Fuel Bistro	32.00
		201701-5677	Dec 2016 Stmt - Brunson Carl B Clean	49.95
			Dec 2016 Stmt - Brunson 2200 SVC Parttners Supply	722.79
		201701-4814	Dec 2016 Stmt - Brooks 2200 SVC Parttners Supply	721.00
		201701-2556	Dec 2016 Stmt - Brooks IACP	450.00

City of Ridgefield

Claims Payment Report

For Approval on: January 26, 2017

WELLS FARGO	1681	201701-2556	Dec 2016 Stmt - Brooks Weathertech Direct	127.95
		201701-2725	Dec 2016 Stmt - Stuart Adobe	16.25
			Dec 2016 Stmt - Stuart Billygan'sRoadhouse	16.85
WELLS FARGO Total				13,002.15
WILCO FARM STORE	655	686152	Holiday Tree Decor	62.43
WILCO FARM STORE Total				62.43
Grand Total				394,779.04

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 26, 2017
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Minutes from January 12, 2017 Meeting

AGENDA ITEM TITLE:

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

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

Not applicable

RECOMMENDED ACTION OR MOTION:

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

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Basarab, City Clerk

ATTACHMENTS: 01-12-2017 Meeting Minutes (PDF)

Approved to be placed on City Council Agenda:



CITY OF RIDGEFIELD, WASHINGTON

City Council MEETING MINUTES

January 12, 2017

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM

Flag Salute - [6:30 PM](#)

ROLL CALL

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

Late changes to the agenda - [6:31 PM](#)

Add Business Item: Motion - Approval of Contract with PBS Engineering for Phase II of the Proposed Ridgefield Outdoor Recreation Complex

PUBLIC COMMENT - [6:32 PM](#)

James Wilson - Non Resident (Helens View HOA)

Per Randy Printz statement at previous meetings - Lots that are adjacent to the fence line around phase 1 and 2 would be 15,000 sq.ft. After reviewing documents none of the lots are 15,000 sq. ft. the largest lot is only 10,000 sq.ft.

Encourage City Council to review documents again.

Copy of the petition oppose to annexation into City limits from February 2008 was submitted into the record.

CONSENT AGENDA - MOTION TO APPROVED AS PRESENTED. - [6:34 PM](#)

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

1. Approval of Minutes from December 15Th & 29Th, 2016 Meeting - [6:34 PM](#)

2. Approval of Claims And/Or Payroll - [6:34 PM](#)

BUSINESS**1. Motion - Approval of Pioneer Place Phase 2 - [6:35 PM](#)**

The Hearings examiner granted conditional approval to the preliminary plat for the Pioneer Place subdivision through issuance of a Final Order on March 21, 2007 to divide the 9.38 acre property into 46 single family lots. A post decision review was approved on November 8, 2016 which split the subdivision into two phases. This phase 2 final plat contains 39 of the 46 lots. Planning and engineering staff have reviewed the final plat application and have determined that the final plat complies with the 2007 and 2016 Final Orders, the approved engineering plans and other applicable standards and regulations. There are several outstanding issues that must be met by the applicant as part of the final plat approval process prior to City signatures on the face of the final plat. The issues are noted on the Final Plat memo, and include items such as proof of easement or ownership has been acquired for off-site improvements.

MOTION: Move to approve of the final plat for the Pioneer Place Phase 2 subdivision subject to the conditions provided for in the January 9, 2017 Memorandum from the Community Development Director as presented.

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

2. Motion - Approval of Contract with PBS Engineering for Phase II of the Proposed Ridgefield Outdoor Recreation Complex - [6:39 PM](#)

PBS Engineering contract provides scope of work and fee estimate for phase II of the Ridgefield Outdoor Recreation Complex (RORC) project. RORC phase I was completed in the summer of 2016, concluding with the preparation of draft Pre-Application conference submittal documents. The scope of RORC phase II is to begin with finalization of the Pre-Application Conference submittal and conclude with the completion of phase II construction (assumed to be late-summer 2018). Fee cost is estimated at \$1,617,257.

City Council conducted discussion and no action is taken. Staff is directed to bring the agenda item back on January 26th meeting for further discussion and possible action.

PUBLIC COMMENT - [6:58 PM](#)

None received.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS**Council - [6:59 PM](#)**

Council Member Day - Had a great holiday break.

Council Member Main - attended C-TRAN board sub-committee meeting, C-TRAN meeting.

Council Member Taylor - attended City Manager briefing.

Council Member Wertz - attended City Manager briefing.

Council Member Stose - Thanked City staff and Deputy City Manager Lee Knottnerus for a great first Saturday health and wellness event.

Council Member Wells - attended the VINE Grand Opening for C-Tran, City Manager briefing, first Saturday event, Public Works crew did a great job with plowing streets.

Mayor - [7:03 PM](#)

Attended Clark County regional alliance meeting, Mayor's dinner, VINE Grand Opening for C-Tran, RTC meeting, first Saturday event was great, Public Works did a great job with plowing streets, testified in

Olympia regarding Clark College funding.

City Manager - [7:06 PM](#)

City Manager Steve Stuart - City Hall will be opening at 10AM tomorrow morning due to weather conditions, Public Works crew did an amazing job with plowing street - multiple kudos received for their hard work. Mayor's exchange event is next week in Olympia.

City Attorney Janean Parker- litigation updates provided.

Community Development Director Jeff Niten - Community Development update report provided.

Public Works Director Bryan Kast- will be passing along all the kudos to the crew for their hard work, project updates provided.

Deputy City Manager Lee Knottnerus - Ridgefield Main Street accepting applications for their board of director, event updates provided.

Police Chief John Brooks - We have great cooperation with other law enforcement agencies during Saturday incident, everything worked out well.

FROM THE COUNCIL

ADJOURN - [7:16 PM](#)

Julie Basarab, City Clerk

Ron Onslow, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 26, 2017
ITEM: PRESENTATION
AGENDA ITEM TITLE: 2017 Community Development Work Program

GOVERNING LEGISLATION:

Ridgefield Municipal Code Chapter 2.12 (Planning Commission).

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

Each year the Planning Commission completes an annual work plan summarizing the items that the Commission intends to review during the upcoming year. After drafting the work program the Commission presents it for approval by the City Council. At their January 4, 2017 meeting the Commission approved their work plan for 2017. Based on discussion with Planning Commission and keeping in mind City Council initiatives for 2017 attached is the proposed work program.

BUDGET/FINANCIAL IMPACTS:

Various items within the work program have attached appropriations approved by Council during the development of the 2017 municipal budget.

RECOMMENDED ACTION OR MOTION:

Staff recommends that the City Council review and discuss the proposed 2017 Planning Commission work plan, and if the plan is acceptable pass a motion confirming approval the Plan. A recommended motion is:

“I move to approve the Ridgefield Planning Commission 2017 Work Plan as presented.”

STAFF CONTACT: Jeff Niten, Community Development Director

Approved to be placed on City Council Agenda:

ATTACHMENTS:

2017 Work Program_Council presentation - DRAFT (DOCX)

2017 Community Development Work Program***DRAFT*****Approved: XXXXXXXX***Programs to support Council Initiatives*

Project Name Project Description Project Manager/Budgeted amount

Gee Creek Plateau sub-area plan	One City Council initiative that the Community Development Department will be responsible for developing and implementing is the Gee Creek Plateau sub-area plan. The area is approximately 360 acres and is surrounded by the Ridgefield Corporate Boundary. Work with city Public Works department to incorporate a Gee Creek Trail master plan.	Niten/\$75,000
Tiny Homes Ordinance	Develop regulations to accommodate tiny homes in Ridgefield.	Niten
Golf Cart zone expansion	Expand the areas of the city where golf carts may be used as an alternative form of transportation.	Niten
Street naming standards	Create a stakeholder group consisting of Police, Fire, Post Office, and other city departments to develop a street naming policy of the city.	Niten
Arts District	Create a stakeholder group to identify an appropriate area of Ridgefield to be designated as an Arts District. Potentially create an Arts Commission.	Niten
Sustainability Outreach	Create an information brochure to provide guidance to businesses and citizens on options for environmental sustainability.	Niten

External programs

Project Name Project Description Project Manager/Budgeted amount

Sustainability Outreach	Green Building standards	Niten
Heritage Tree ordinance	Create an ordinance to protect Heritage Trees in Ridgefield	Niten
Comprehensive Plan updates	Update Comprehensive Plan and Capital Facilities Plans to integrate Development Agreement commitments.	Niten

Update to RMC Title 18	Occasionally during the course of our work we find inconsistencies within Title 18, and/or code suggestions from outside parties that should be corrected within the code. It is our intention to bundle these minor, non-policy related inconsistencies and present strengthened language for review to the Planning Commission and City Council.	Niten
------------------------	--	-------

Internal Efficiency efforts

Project Name	Project Description	Project Manager/Budgeted amount
Planning Commission Administration	The Planning Commission is implemented by RCW 35.63 and Ridgefield Municipal Code 2.12. Administration includes scheduling work sessions and hearings, compilation of staff reports and public comments, and coordination of meeting rooms.	Niten/ \$36,000
Department Personnel additions	Integrate new Department personnel including an Associate Planner, Building Inspector, and Development Inspector/Code Enforcement Officer.	Niten
Initiate Continuous Process Improvements	Apply LEAN principles to internal processes. In 2017 we will focus our efforts on PUD/preliminary sub-division submittals, and other similar Type III application submittals.	Niten

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: January 26, 2017

ITEM: PRESENTATION

AGENDA ITEM TITLE: Parks Board 2016 Accomplishments and 2017 Work Plan

GOVERNING LEGISLATION:

RMC 2.56, Ridgefield Parks Board

PREVIOUS COUNCIL ACTION TAKEN:

Presentation on December 17, 2015, including adoption of 2016 Work Plan

BACKGROUND:

The Ridgefield Parks Board tackled an ambitious work program in 2016 and is pleased to report its progress on a wide range of initiatives. In 2016 the Parks Board welcomed two new board members.

The Board was active in developing planning and policy initiatives, including:

- Development and adoption of comprehensive park and trail design standards and trail design standards.
- Development of design guidance for Community Parks.
- Implementation of the Parks Donation and Memorial Policy that was adopted in late 2015.
- Creation of a program to present innovative park ideas at each board meeting.
- Coordination with sports leagues for use of existing and planned fields and use agreements.
- Development and adoption of standards for Little Free Libraries in Parks.
- Adoption of standards for Community Gardens

The Board developed project-specific input on the Gee Creek Trail and RORC, as well as continued development of disc golf facility in Abrams Park. The Board has also continued to build partnerships with community groups, including the Wildlife Refuge, Art in the Park, Intertwine, Clark County Parks Foundation, Planning Commission and City Council.

BUDGET/FINANCIAL IMPACTS:

Approved to be placed on City Council Agenda:

None.

RECOMMENDED ACTION OR MOTION:

Staff recommends that City Council review the Parks Board progress in 2016 and the proposed priorities for the Board in 2017.

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: 2017 Work Plan Ridgefield Parks Board (DOCX)

2017 WORK PLAN RIDGEFIELD PARKS BOARD

1. **Strategic planning**
 - Assess recommendations in Parks Master Plan.
 - Begin planning for next Parks Master Plan revision.
2. **Sports field development**
 - Partner with City on Ridgefield Outdoor Recreation Complex (RORC) planning and/or YMCA planning.
 - Partner with City and sports leagues to maintain Abrams sports fields due to intensive ongoing use.
 - Discuss potential for new developments: more full-size basketball courts, volleyball courts, lacrosse fields, multi-use fields, etc.
3. **Property acquisitions for potential parks/trails**
 - Maintain involvement in property acquisitions for parks and trails/trail completion, especially neighborhood parks.
 - Receive monthly updates on preliminary plats for potential new park locations.
4. **Park development**
 - Plan for new parks development by reviewing and re-prioritizing Parks Master Plan list in light of current/planned development.
 - Create flipbook for developers with innovative park ideas, utilizing presentations from board members.
 - Review proposed park and trail features in new developments.
 - Pursue opportunities for County partnership in park development, including RORC and trails.
 - Determine additional potential locations for covered picnic table opportunities, places for parties/rentals.
5. **Trail, trailhead, and access coordination**
 - Review and re-priorize Parks Master Plan list of trails and locations, as well as potential citywide trail loop, in light of current and proposed development.

- Determine locations for trailheads and linkages. Create connections between existing trails, including Smythe Road connection and areas from Ridgefield High School to Refuge.
- Develop more detailed trail signage, route and wayfinding signage for parks/trails/facilities, and website/brochure to identify trails.
- Determine alternate trail opportunities, including mountain bike, water, fitness, and running/walking/biking, and educational trails.

6. Water access

- Develop waterfront park facility (possibly utilizing existing Port facilities and parks).
- Prioritize development of water trails and water access.
- Assist as needed with development of non-motorized boat launch.
- Work with Refuge to improve access and wayfinding.

7. Parks and trails maintenance

- Ensure parks and trails maintenance remains a City priority. Determine ways to keep parks and trails in good condition, maintaining good aesthetics and functionality.

8. Volunteer and community based action

- Create list of park projects that can utilize volunteers.

9. Fund development and grant writing

- Increase Parks Board participation in fund development and grant writing, particularly federal funding for urban refuge planning.

10. Community Networking and Relationship Building

- Continue relationship building across multiple organizations, including Ridgefield School Board, Planning Commission, Downtown Business Association, Main Street Program, Port of Ridgefield, Ridgefield National Wildlife Refuge, Washington Department of Transportation, Parks Foundation, Intertwine, and more.
- Continue working with Port of Ridgefield to develop potential parks and trails in commercial areas near I-5, as well as waterfront development/improvements and amenities along Lake River.

11. Interagency networking and relationship building

- Explore partnership opportunities with regional health care providers and services to promote wellness activities, healthy living and communications about the benefits of parks and recreation (ex. Kaiser Permanente funding for Vancouver-Clark Parks and Recreation Department's Walking Guide).

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: January 26, 2017

ITEM: BUSINESS

AGENDA ITEM TITLE: A RESOLUTION of the City of Ridgefield Authorizing Hunting and the Discharge of Shotguns During Times When Hunting is Legally Permitted On Parcel No. 214499066.

GOVERNING LEGISLATION: Ridgefield Municipal Code 9.07.151.

PREVIOUS COUNCIL ACTION TAKEN: Resolution No. 373 (2009), Resolution No. 391 (2010), Resolution No. 409 (2011), Resolution No. 430 (2012), Resolution No. 452 (2013), Resolution No. 470 (2014), Resolution No. 499 (2015).

SUMMARY/BACKGROUND: Ordinance No. 1029 was adopted during the regular council meeting on April 9, 2009 allowing hunting with shotguns when legally permitted and upon approval of the designated area by council in Section 9.07.151 Hunting. In February, 2014 RMC 9.07.151 was modified to include more specific regulation of hunting within the City and to require particularized findings related to the suitability of property for hunting.

RMC 9.07.151(B) Hunting.

It is unlawful for any person to hunt any bird or animal within the city limits of the City of Ridgefield, except that the hunting of geese is permitted if:

1. Prior to any hunting activity taking place on a property in a hunting season, the City Council must adopt a resolution authorizing hunting activity on the property. The resolution will be effective for one year. The authorization shall be made only upon finding that following conditions are met:
2. The property is of sufficient size and nature to accommodate hunting.
3. The property has not been the subject of any public nuisance or public safety violation within the past year that is related to the hunting activity and that has been investigated and found to be substantiated by the City.
4. The property owner has acknowledged and agreed in writing to restrict hunting activity on the property in accordance with the requirements of RMC [9.07.151](#)
5. Confirmation of \$1 million general liability insurance on the property.

Approved to be placed on City Council Agenda:

Lee Knottnerus Pending

Steve Stuart Pending

City Council Pending 01/26/2017 6:30 PM

6. The property owner has agreed to indemnify and hold harmless the City from claims or damages in connection with the authorization.

A letter was received by the City of Ridgefield on January 6, 2017 from landowner, James Walker, requesting that the council authorize goose hunting on his properties beginning January 2017. The properties are of sufficient size and nature to accommodate hunting and have not been the subject of any public nuisance or public safety violations within the past year; and Mr. Walker has complied with the requirements of RMC 9.07.151(B). Mr. Walker requested and received Council authority to conduct hunting activity on the same parcel in November 2015.

Per Ridgefield Municipal Code 9.07.151(b)(1) if for any reason the nature of the property is changed due to a development of the land the Resolution at that point is void and no longer applicable to the parcels.

The following activities have occurred on the parcel:

Pre-Application Conference held on December 13, 2016.

BUDGET/FINANCIAL IMPACTS: No budgetary or financial impacts are anticipated with adoption of this resolution.

RECOMMENDED ACTION OR MOTION: Should Council wish to adopt Resolution No. 520, a recommended motion would be:

“I move to adopt Resolution No. 520, as presented”

STAFF CONTACT: Lee Knottnerus, Deputy City Manager

Walker Hunting Request (PDF)

ATTACHMENTS:

Resolution No.520

**A RESOLUTION OF THE CITY OF RIDGEFIELD AUTHORIZING HUNTING AND THE DISCHARGE OF
SHOTGUNS DURING TIMES WHEN HUNTING IS LEGALLY PERMITTED ON PARCEL NO.
214499066.**

WHEREAS, on January 6, 2017 as agent for the property owner and/or, James Walker, as property owner, submitted written requests to authorize goose hunting on Parcel No. 214499066 ("the Property"), more particularly described in the map attached hereto as Exhibit "A," for the 2017 year; the request is attached hereto as Exhibit "A"; and

WHEREAS, agricultural crops have been or will planted on the property during this year; and

WHEREAS, there is a continuing and growing concern regarding the number of wild geese presently doing substantial damage to the crops planted; and

WHEREAS, the City of Ridgefield has enacted specific criminal ordinances which make it unlawful to hunt and discharge firearms within the City of Ridgefield; and

WHEREAS, the Ridgefield Municipal Code 9.07.151 provides that the City Council may, by resolution, authorize certain properties within the City for goose hunting activity by specifying the particular areas and the times of hunting for the control of geese; and

WHEREAS, the City Council acknowledges receipt of the "Acknowledgement, Hold Harmless, and Indemnification" signed by the property owners, attached as Exhibit "A"; and

WHEREAS, the City Council wishes that property owners facing crop depredation from the goose population, in conjunction with the Washington State Department of Fish and Wildlife, should be allowed to control of the goose situation on their properties; and

WHEREAS, hunting is a potentially dangerous activity and only certain properties within the City are suitable for such activity; and

WHEREAS, given the population growth within the City of Ridgefield, it is necessary to evaluate the changing conditions surrounding each property annually to balance the interests of the property owners facing crop depredation from geese against the safety of the concerns of allowing hunting in populated areas; and

WHEREAS, based on an evaluation of the site, the property on Parcel No. 214499066 is not unsuitable for goose hunting activity;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ridgefield as follows:

1. The Ridgefield City Council hereby makes the following findings of fact:
 - a. Parcel No. 214499066, (hereinafter, "the Property") is of sufficient size and nature to accommodate hunting.
 - b. The property owner and/or his or her agent has acknowledged and agreed in writing to restrict hunting activity on the Property in accordance with the requirements of RMC 9.07.151.

- c. The property owner and/or his or her agent has agreed to indemnify and hold harmless the City from claims or damages in connection with the authorization.
2. The Ridgefield City Council hereby authorizes goose hunting activity to occur on the Property and as further delineated on the map attached as Exhibit "A".
3. The Ridgefield City Council conditions this authority upon compliance with the requirements of RMC 9.07.151, and with all State and Federal laws related to hunting, including specific times, dates, number of birds taken, and number of people allowed to hunt at a given time.
4. The Ridgefield City Council further conditions this authority upon continued compliance with Ridgefield Municipal Code 9.07.151(b)(1) if for any reason the nature of the property is changed due to a development of the land the Resolution at that point is void and no longer applicable to the parcels; and
5. This resolution shall remain in effect for a period of one (1) year following its passage.
6. This resolution shall take effect immediately upon passage by the Ridgefield City Council.

ADOPTED by the City Council of the City of Ridgefield at a regular meeting this 26th
day

of January, 2017.

CITY OF RIDGEFIELD

Ron Onslow, Mayor

ATTEST:

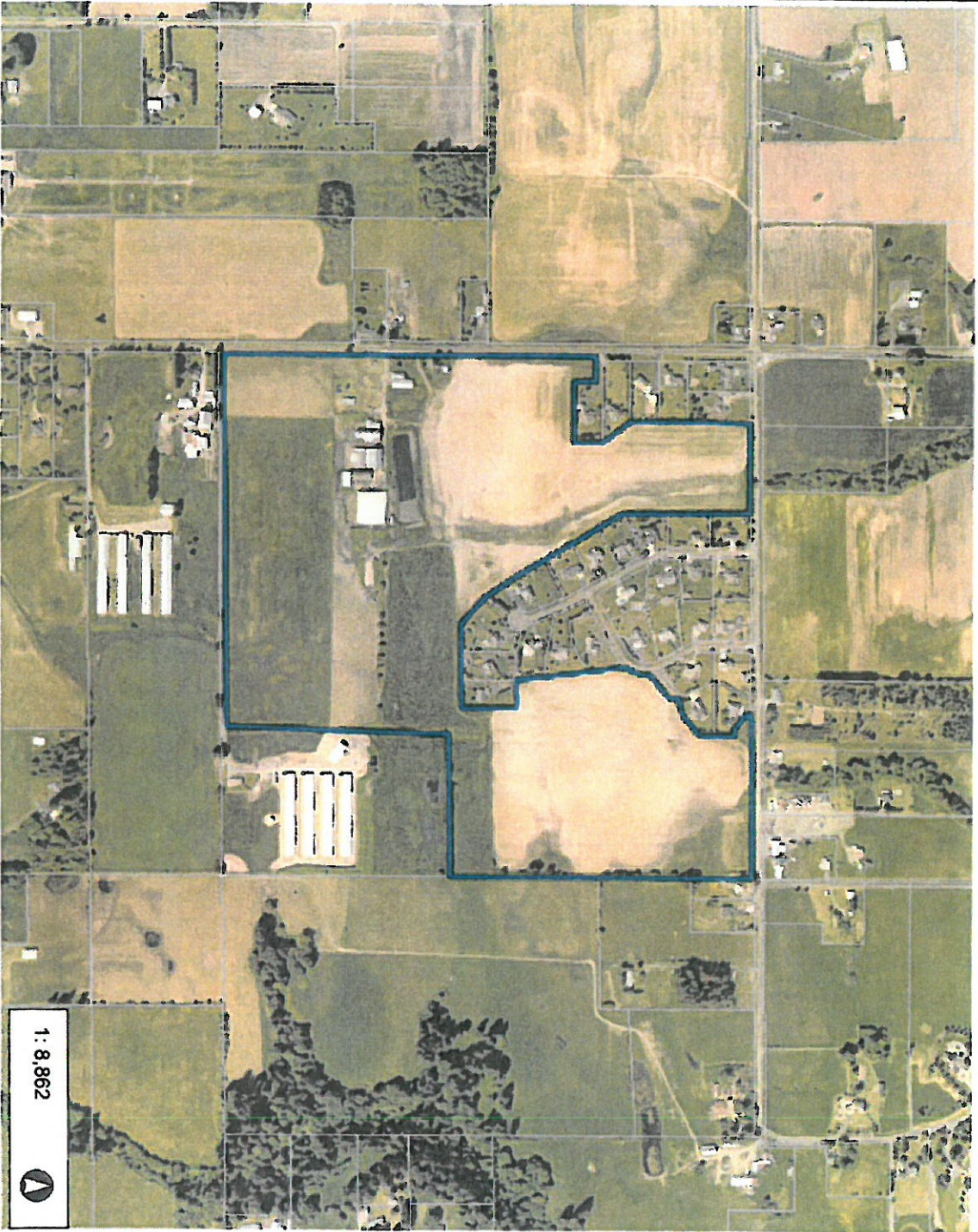
Julie Basarab
City Clerk

Exhibit A

Map of designated hunting areas and Letter requesting authority to hunting



27201 NE 10th Ave



1,477.0
0 738.50 1,477.0 Feet
WGS, 1984 Web Mercator Auxiliary Sphere
Clark County, WA, GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

1: 8,862



Legend

- Building Footprints
- Taxlots
- County Outline
- ImageBestRes
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- World Street Map

Notes:

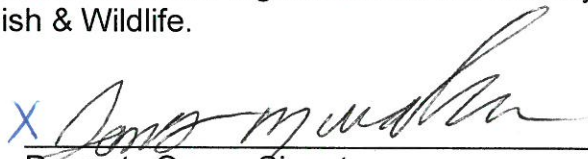
HUNTING REQUEST

Ridgefield City Council
 Attention: Lee Kottnerus
 PO Box 608
 Ridgefield, WA 98642

Please accept this letter as a request to allow goose hunting on my property,
 Parcels No. _____,

located at/near 27201- NE 10TH AVE RIDGEFIELD, WA 98642.

I understand that U.S. Fish & Wildlife will determine the legal hunt days and time
 and that I agree to adhere to all of the rules and regulations as set forth by the
 City of Ridgefield and the U.S. Fish & Wildlife.

X 
 Property Owner Signature

Date: 1/6/17

 Agent (if applicable)

Date: _____

Property Owner

Agent

JAMES M. WALKER
 Printed Name

27201- NE 10TH AVE
RIDGEFIELD, WA 98642

Mailing address

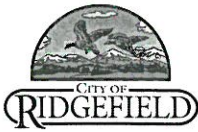
360.609.7743
 Phone Number

 Printed Name

 Mailing address

 Phone Number

Attachment: Walker Hunting Request (1207 : Hunting Resolution)



RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, I Jim Walker, fully understand that my participation in the land I own or am a legal agent for and is authorized for hunting in the 2016-2017 season (hereinafter "event") exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participation in the event and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Ridgefield, Washington, for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event from whatever cause, including the active or passive negligence of the City of Ridgefield, Washington, or any other participants in the event.

In consideration for being permitted to participate in the event, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Ridgefield, Washington from any and all claims, demands, actions, or suits arising out of or in connection with my participation in the event.

I HAVE CAREFULLY READ THIS "RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE" AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date: 7/6/17

X Jim Walker
Signature

Attachment: Walker Hunting Request (1207 : Hunting Resolution)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: January 26, 2017

ITEM: BUSINESS

AGENDA ITEM TITLE: Resolution No. 521 - Approval of Hazard Mitigation Plan

GOVERNING LEGISLATION:

Disaster Mitigation Act of 2000.

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

In July of 2015 Clark Regional Emergency Services Agency (CRESA) formed a regional, seventeen member partnership comprised of Clark County, its cities and its special purpose districts and embarked on a planning process to prepare for and lessen the impacts of natural hazards by completely revising and updating the Clark Regional Natural Hazard Mitigation Plan (NHMP). The result of this effort will be a FEMA and Washington State Emergency Management Agency approved multi-jurisdictional, multi-hazard mitigation plan that meets federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390) and establishes eligibility for hazard mitigation project funding under the unified hazard mitigation assistance grant program, which provides pre- and post-disaster grant opportunities.

The term “hazard mitigation” refers to actions that reduce or eliminate long-term risks caused by hazards such as earthquakes, floods, storms, and wildfires. It involves strategies such as planning, policy changes, programs, projects, and other activities that can mitigate the impacts of hazards. Without an investment in hazard mitigation, repeated disasters result in repeated damage and rebuilding. This recurrent reconstruction becomes more expensive as the years go by. Hazard mitigation breaks this costly cycle of damage and reconstruction by taking a long-term view of rebuilding and recovering from disasters.

The risk assessment in the hazard mitigation plan addresses the following hazards of concern

Approved to be placed on City Council Agenda:

within Clark County:

- Dam failure
- Drought
- Earthquake
- Flood
- Landslide
- Severe Weather
- Volcano
- Wildfire

A 15 member Steering Committee composed of representative stakeholders was formed early in the planning process to guide the development of the NHMP. Members of the public and other area stakeholders were invited and encouraged to participate in the process through a multi-media effort that included several presentations at local events, press and media releases, the establishment of a mitigation planning website, booths at local community events and a public survey.

Why adopt this Plan?

Once the hazard mitigation plan is adopted by each jurisdictional partner and approved by FEMA, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding under the unified hazard mitigation assistance grant program, which provides pre- and post-disaster grant opportunities. See the following FEMA website for more information - <https://www.fema.gov/hazard-mitigation-assistance>

Where do we go from here?

Upon adoption of Volume 1 and the Ridgefield Annex of Volume 2 of the Clark Regional Natural Hazard Mitigation Plan (NHMP) and subsequent approval of said plan by WAEMD and FEMA, the Ridgefield will be eligible to apply for specified grants. The grant funds are made available to states and local governments and can be used to implement the long-term hazard mitigation measures specified within the Ridgefield annex of the NHMP before and after a major disaster declaration. The NHMP is considered a living document such that, as awareness of additional hazards develops and new strategies and projects are conceived to offset or prevent losses due to natural disasters, the NHMP will be evaluated and revised on a continual 5-year time frame.

Staff has just included the executive summary as part of this package. The full document is available at the Community Development Department offices.

BUDGET/FINANCIAL IMPACTS:

Potential Grant eligibility for FEMA programs.

RECOMMENDED ACTION OR MOTION:

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: HMP RES 521 (DOCX)
Ridgefield_2017NHMP_Presentation (PPTX)
ClarkCoHazMitPlan_Volume1_AgencyReview_2016-09-16_FinalDraft_ExecutiveSummary (PDF)

RESOLUTION NO. 521

A RESOLUTION OF THE CITY OF RIDGEFIELD AUTHORIZING THE ADOPTION OF THE CLARK REGIONAL NATURAL HAZARD MITIGATION PLAN

WHEREAS, all of Clark County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS; a coalition of Clark County, Cities, Towns and Special Purpose Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Clark Regional planning area; and

WHEREAS, the coalition has completed a planning process that engaged the public, assessed the risk and vulnerability to the impacts of natural hazards, developed a mitigation strategy consistent with a set of uniform goals and objectives, and created a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the City of Ridgefield:

- 1.) Adopts in its entirety, Volume 1 and the introduction, chapter Five, the City of Ridgefield jurisdictional annex, and the appendices of Volume 2 of the Clark Regional Natural Hazard Mitigation Plan (NHMP).
- 2.) Will use the adopted and approved portions of the NHMP to guide pre- and post-disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the NHMP with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the Hazard Mitigation Working Group and continue to participate in the Planning Partnership as described by the NHMP.
- 5.) Will help to promote and support the mitigation successes of all NHMP Planning Partners.
- 6.) Authorizes the Community Development Director to make any required FEMA revisions to Clark Regional Natural Hazard Mitigation Plan required by FEMA for final approval.

ADOPTED AT THE REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF
RIDGEFIELD, WASHINGTON THIS 26TH DAY OF JANUARY, 2016.

CITY OF RIDGEFIELD

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Basarab
Deputy City Clerk

Attachment: HMP RES 521 (1209 : Hazard Mitigation Plan)

Clark Regional Natural Hazard Mitigation Plan

City of Ridgefield Council

Thursday, January 26, 2017
Ridgefield Community Center



Speaker

NAME

- Anthony Vendetti, MS.
- Emergency Management Coordinator



Today's Discussion

- What is Hazard Mitigation?
- Why Prepare a Hazard Mitigation Plan (HMP)?
- What was the Planning Process?
- What were the Results of this Process?



The Problem

- All communities experience losses from natural hazard events
- Local, State, and Federal resources are often spent on recovery costs related to hazard events in the same areas
- Communities are not sustainable and resilient if they do not take proactive action to reduce the impacts from these inevitable hazard events

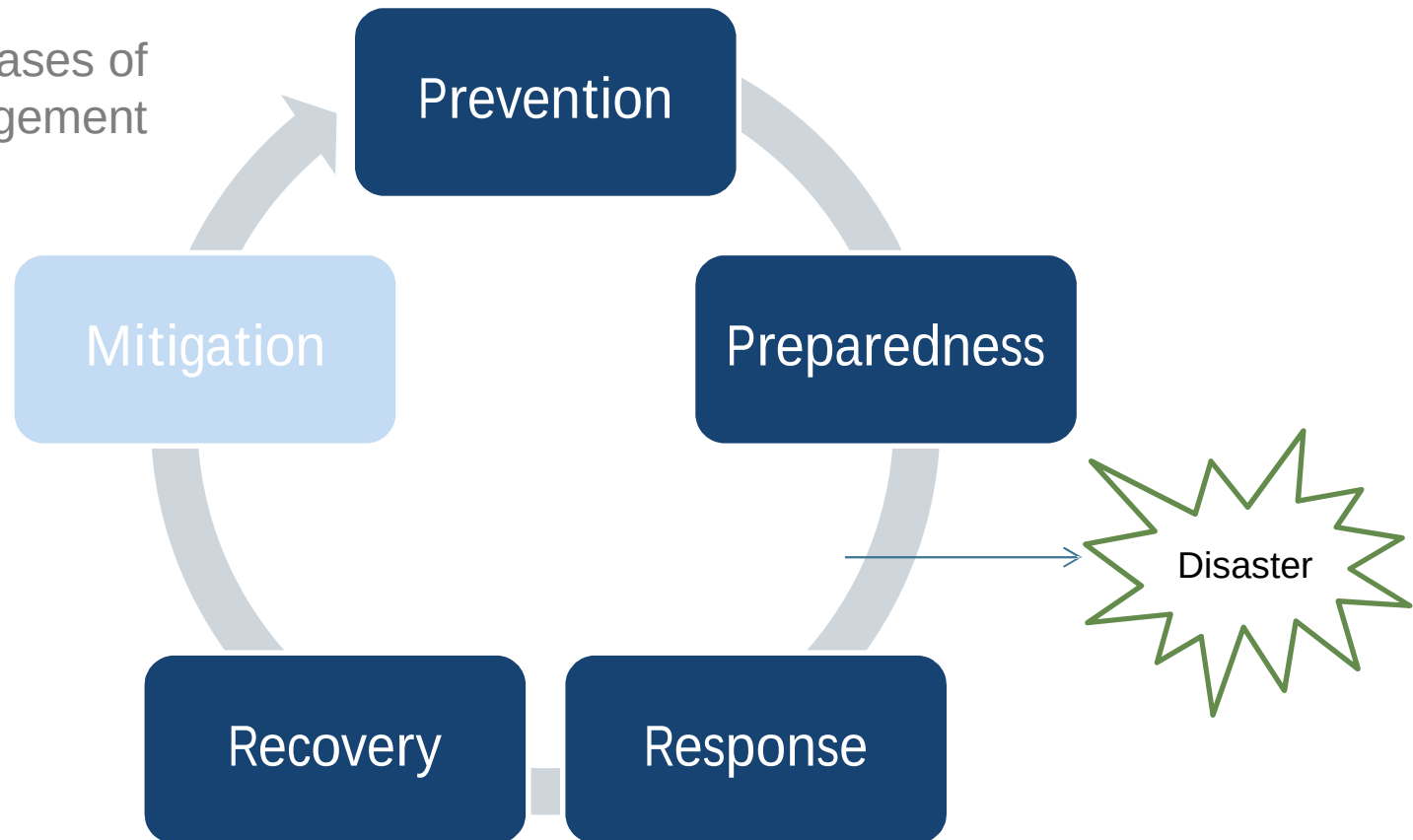


Attachment: Ridgefield_2017NHMP_Presentation (1209 : Hazard Mitigation Plan)



What is Mitigation?

Five Phases of
Emergency Management



"Sustained action taken to reduce or eliminate long-term risk to life and property"



Why Did We Prepare the Plan?

- Identify natural hazard risks and vulnerabilities for the people, property and economy of Clark County
- Develop specific strategies to reduce disaster risk and improve resilience
- Promote the wise use of resources and increase coordination among Clark County jurisdictions
- Restore eligibility for federal mitigation grant funding



The Plan Update Process



Organize Resources

Who Participated?

CRESA led a planning partnership of 9 municipalities and 8 special purpose districts:

- Clark County
- City of Battle Ground
- City of Camas
- City of La Center
- City of Ridgefield
- City of Vancouver
- City of Washougal
- City of Woodland
- Town of Yacolt
- Clark Public Utilities
- Port of Vancouver
- C-TRAN
- Clark Regional Wastewater District
- Battle ground Public Schools
- Camas School District
- Ridgefield School District
- Clark County Fire District 3



Organize Resources

Who Participated?

- A 15 member Steering Committee oversaw the plan development process:
 - Comprised of non-governmental and governmental stakeholders
 - Met 9 times between August 2015 and May 2016
 - All meetings were open to the public and had frequent non-committee attendees
- Steering committee is currently transitioning to a Hazard Mitigation Working Group that will meet quarterly during plan implementation



Purpose, Goals, Objectives and Actions

Purpose: Define natural hazard risk and, through collaboration and partnerships, establish strategies and actions for reducing the impacts of disasters in Clark County.



Risk Assessment

Hazards of Concern

The Steering Committee identified 8 hazards of concern that were assessed for the plan:

- Dam Failure
- Drought
- Earthquake
- Flood
- Landslide
- Severe Weather
- Volcano
- Wildfire



Risk Assessment

Hazards of Concern

- Each Hazard of Concern was assessed and profiled:
 - General Background
 - Hazard Profile (Location, Severity, Frequency, Warning Time)
 - Secondary Hazards
 - Exposure (People, property, economy, and environment)
 - Vulnerability (People, property, economy, and environment)
- Results of this assessment were used to rank relative risk county-wide and for each jurisdiction



Risk Assessment

Hazards of Concern

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Earthquake	39	High
1	Severe Weather	39	High
2	Flood	21	Medium
3	Landslide	18	Medium
4	Wildfire	8	Low
5	Dam Failure	7	Low
6	Drought	2	Low
6	Volcano	2	Low



Purpose, Goals, Objectives and Actions

- The Steering Committee identified 6 goals and 12 objectives to address issues identified in the risk assessment
- These were used by the planning partners to develop mitigation actions designed to support these goals and objectives:
 - 14 county-wide actions were identified
 - 272 actions were identified by planning partners
 - 13 actions were identified by Ridgefield



Purpose, Goals, Objectives and Actions

- A few notable actions for Ridgefield include:
 - Determine critical government functions and establish redundancy for those functions.
 - Provide opportunities for strategic relations between emergency managers and social service providers.
 - Ensure emergency vehicle access to all residents to allow effective response and recovery from disaster events.



Plan Implementation

- The long term success of this planning effort will be determined by plan implementation!
 - A plan implementation and maintenance strategy was developed by the steering committee
 - The Hazard Mitigation Working Group will meet quarterly
 - Annual progress reporting on action implementation will be facilitated by CRESA



Outcomes of This Process

- Improved understanding of risks and vulnerabilities for residents, local businesses and local governments
- Reduce negative impact of natural hazards – through the implementation of actions that save lives, reduce displacement, and speed recovery
- Encourage sustainable actions – builds strong, resilient, and self-sufficient communities
- Enhanced collaboration between local jurisdictions and residents
- Establish eligibility for grant funds (\$\$\$ for projects)



The Clark Regional Natural Hazard Mitigation Plan

Was submitted to Washington State Emergency Management Division on September 16, 2016. The plan must be formally adopted in order to receive final approval from FEMA.

Volume 1: County-Wide Information

Planning process information

Hazard profiles

County-wide risk ranking

County-wide mitigation strategy

Volume 2: Planning Partner Annexes

Jurisdiction profiles

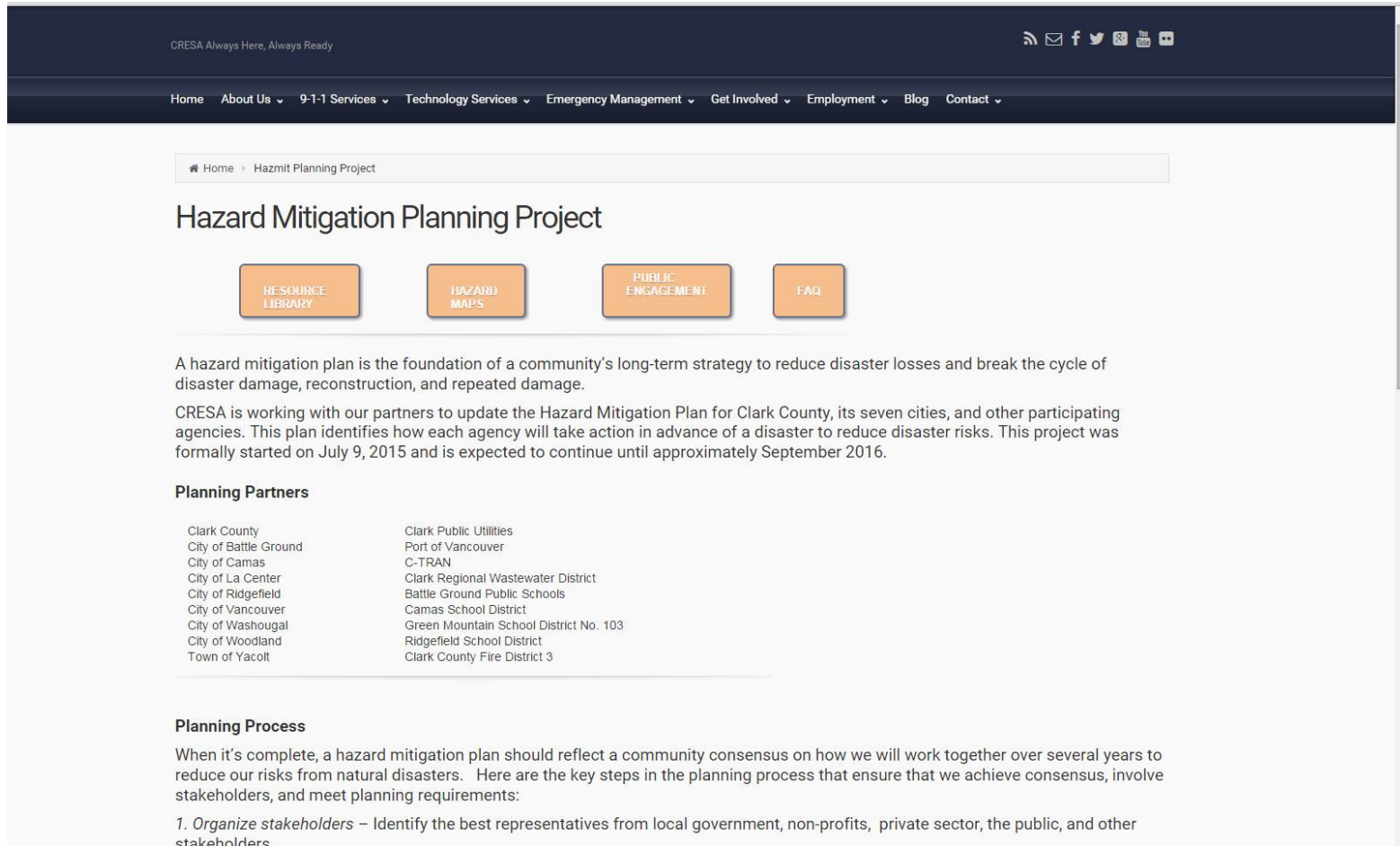
Capability assessments

Jurisdiction specific risk ranking

Jurisdiction specific action plans



For More Information Visit our Website!



The screenshot shows the CRESA website's Hazard Mitigation Planning Project page. The header includes the CRESA logo and navigation links. The main content area features a breadcrumb trail, a title, four resource buttons, a descriptive paragraph, a list of planning partners, and a section on the planning process.

CRESA Always Here, Always Ready

Home About Us 9-1-1 Services Technology Services Emergency Management Get Involved Employment Blog Contact

Home > Hazmit Planning Project

Hazard Mitigation Planning Project

RESOURCE LIBRARY HAZARD MAPS PUBLIC ENGAGEMENT FAQ

A hazard mitigation plan is the foundation of a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage.

CRESA is working with our partners to update the Hazard Mitigation Plan for Clark County, its seven cities, and other participating agencies. This plan identifies how each agency will take action in advance of a disaster to reduce disaster risks. This project was formally started on July 9, 2015 and is expected to continue until approximately September 2016.

Planning Partners

Clark County	Clark Public Utilities
City of Battle Ground	Port of Vancouver
City of Camas	C-TRAN
City of La Center	Clark Regional Wastewater District
City of Ridgefield	Battle Ground Public Schools
City of Vancouver	Camas School District
City of Washougal	Green Mountain School District No. 103
City of Woodland	Ridgefield School District
Town of Yacolt	Clark County Fire District 3

Planning Process

When it's complete, a hazard mitigation plan should reflect a community consensus on how we will work together over several years to reduce our risks from natural disasters. Here are the key steps in the planning process that ensure that we achieve consensus, involve stakeholders, and meet planning requirements:

1. *Organize stakeholders* – Identify the best representatives from local government, non-profits, private sector, the public, and other stakeholders



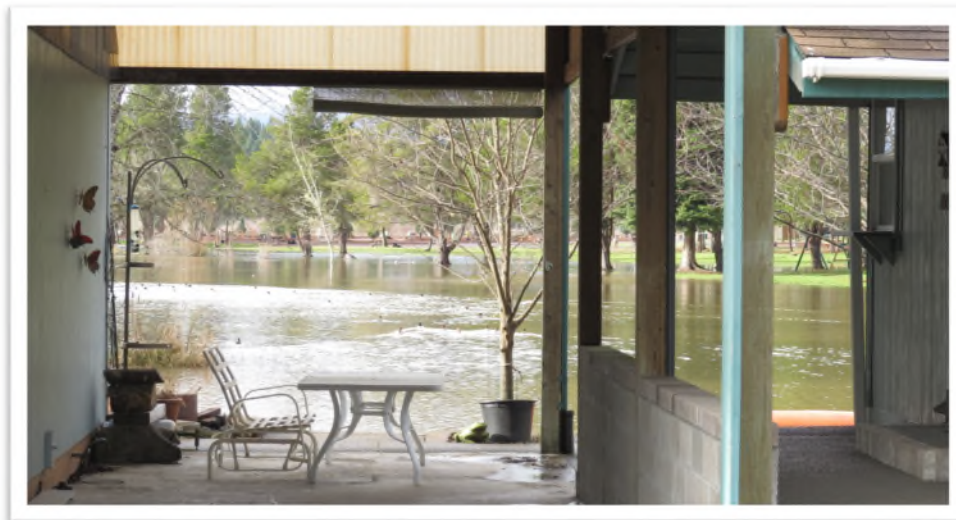
<http://cresa911.org/emergency-management/mitigation/>



Clark Regional Emergency Services Agency

Clark Regional Natural Hazard Mitigation Plan Volume 1—Planning Area-Wide Elements

Agency Review Draft



EXECUTIVE SUMMARY

Hazard mitigation is the use of long-term and short-term policies, programs, projects, and other activities to alleviate the death, injury, and property damage that can result from a disaster. Clark County and a partnership of local governments within the County, led by Clark Regional Emergency Management Services (CRESA), have developed a countywide hazard mitigation plan to reduce risks from natural disasters. The plan complies with hazard mitigation planning requirements to establish eligibility for funding under Federal Emergency Management Agency grant programs.

PREVIOUS HAZARD MITIGATION PLANNING IN CLARK COUNTY

Federal regulations require periodic updates of hazard mitigation plans to reevaluate recommendations, monitor the impacts of actions that have been accomplished, and determine if there is a need to change the focus of mitigation strategies. A jurisdiction covered by a plan that has expired is no longer in compliance with the federal requirements for hazard mitigation planning.

Clark County and its seven cities prepared an initial hazard mitigation plan that was approved by the Federal Emergency Management Agency in 2004. This document represents a comprehensive update to the initial plan to reestablish grant eligibility for the original planning partnership and to expand eligibility to participating special purpose districts and the City of Woodland. Participating planning partners are listed in Tables ES-1 and ES-2. Seventeen local governments are seeking Disaster Mitigation Act compliance through this planning effort.

Planning partners who participated in the initial planning effort made efforts to reconcile the status of actions identified in the 2004 plan to the best of their abilities. Due to the significant amount of time that has passed since initial development and other factors such as staff turnover, not all action items were able to be reconciled. Through this planning effort, the planning partnership, led by CRESA, has recommitted to establishing implementation and maintenance processes that will be followed over the performance period of the 2016 plan. A hazard mitigation working group has been established that will convene quarterly over the next five years.

Table ES-1. Municipal Planning Partners

Jurisdiction	Point of Contact	Jurisdiction	Point of Contact
Clark County	Mike Lewis	City of Vancouver	Chad Eiken
City of Battle Ground	Scott Sawyer	City of Washougal	Mitch Kneipp
City of Camas	Lauren Hollenbeck	City of Woodland	Dennis Ripp
City of La Center	Jeffery Sarvis	Town of Yacolt	Cindy Marbut
City of Ridgefield	Lee Knottnerus		

Table ES-2. Special Purpose District Planning Partners

Jurisdiction	Point of Contact	Jurisdiction	Point of Contact
Fire District 3	Sean Smith	Ridgefield School District	Chris Griffith
Port of Vancouver	Scott Ouchi	Clark Public Utilities	Dan Krebs
Battle Ground Public Schools	Scott McDaniel	Clark Regional Wastewater District	Hugh Findlay
Camas School District	Heidi Burkart	C-TRAN	Terry Lohnes

PLAN UPDATE PROCESS

Updating the plan consisted of the following phases:

- **Phase 1, Organize Resources**—A planning team was assembled for the plan update, consisting of staff from CRESA and a technical consultant. The team conducted outreach to establish the planning partnership. A 15-member steering committee was assembled to oversee the plan update, consisting of planning partner staff, residents, and other stakeholders in the planning area. Coordination with other local, state and federal agencies involved in hazard mitigation occurred throughout the plan update process. This phase included a review of the existing plan, the Washington State Hazard Mitigation Plan, and existing programs that may support hazard mitigation actions.
- **Phase 2, Update the Risk Assessment**—Risk assessment is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards. This process assesses the vulnerability of people, buildings and infrastructure to natural hazards. Risk assessment models were enhanced with new data and technologies that have become available since 2004. The risk assessment included the following:
 - Hazard identification and profiling
 - Assessment of the impact of hazards on physical, social and economic assets
 - Vulnerability identification
 - Estimates of the cost of potential damage.
 - Planning partners used the risk assessment to rank risk and to gauge the potential impacts of each hazard of concern on their jurisdiction. The mitigation actions recommended in this plan include some that address limitations in the modeling caused by insufficient data, such as digitizing maps of urban flooding issues and collecting perishable data, such as high water marks, after hazard events.
- **Phase 3, Engage the Public**—The planning team implemented a public involvement strategy developed by the Steering Committee. The strategy included staffing public events where members of the planning team presented the risk assessment and the draft plan, presentations at various events and to community groups, a hazard mitigation survey, a CRESA-sponsored website, and multiple media releases.
- **Phase 4, Update Goals, Objectives and Actions**—The Steering Committee reviewed and updated the goals from the 2004 plan and developed a set of objectives. The planning partnership selected a range of appropriate mitigation actions to work toward achieving the goals set forth in this plan update. Additionally, the Steering Committee selected a set of county-wide mitigation actions.
- **Phase 5, Develop Plan Implementation and Maintenance Strategy**—The Steering Committee developed a plan implementation and maintenance strategy that includes the establishment of a hazard mitigation working group, annual progress reporting, a strategy for continued public involvement, a commitment to plan integration with other relevant plans and programs, and a recommitment from the planning partnership to actively maintain the plan over the five-year performance period.
- **Phase 6, Assemble the Updated Plan**—The planning team and Steering Committee assembled a document to meet federal hazard mitigation planning requirements for all partners. The updated plan contains two volumes. Volume 1 contains components that apply to all partners and the broader planning

area. Volume 2 contains all components that are jurisdiction-specific. Each planning partner has a dedicated annex in Volume 2.

- **Phase 7, Plan Adoption/Implementation**—Once pre-adoption approval has been granted by Washington State’s Emergency Management Division and FEMA Region X, the final adoption phase will begin. Each planning partner will individually adopt the updated plan.

Phase 8, Plan Implementation, will occur over the next five years as the planning partnership begins to implement the county-wide and jurisdiction specific actions identified in this plan.

RISK ASSESSMENT RESULTS

Based on the risk assessment, hazards were ranked as follows for the risk they pose to the overall planning area as shown in Table ES-3.

Table ES-3. Hazard Risk Ranking		
Hazard Ranking	Hazard Event	Category
1	Earthquake	High
1	Severe weather	High
2	Flood	Medium
2	Landslide	Medium
2	Wildfire	Medium
3	Volcano	Low
4	Drought	Low
5	Dam failure	Low

Each planning partner also ranked hazards for its own area. Table ES-4 summarizes the categories of high, medium and low (relative to other rankings) based on the numerical ratings that each jurisdiction assigned each hazard. The results indicate the following general patterns:

- The earthquake and severe weather hazards were most commonly ranked as high.
- The flood and landslide hazards were most commonly ranked as medium.
- The dam failure, drought, volcano and wildfire hazard were most commonly ranked as low.

Table ES-4. Summary of Hazard Ranking Results				
	Number of Jurisdictions Assigning Ranking to Hazard			
	High	Medium	Low	Not Ranked
Dam Failure	0	1	11	5
Drought	0	0	15	2
Earthquake	15	2	0	0
Flood	2	11	4	0
Landslide	0	10	7	0
Severe weather	15	1	1	0
Volcano	0	3	14	0
Wildfire	2	4	8	3

MITIGATION PURPOSE STATEMENT, GOALS AND OBJECTIVES

The following purpose statement guided the Steering Committee and the planning partnership in selecting the actions contained in this plan update:

Define natural hazard risk and, through collaboration and partnerships, establish strategies and actions for reducing the impacts of disasters in Clark County.

The Steering Committee and the planning partnership established the following goals for the plan update:

- Reduce and prevent the loss of life and property.
- Protect public services and critical facilities from the impacts of natural disasters.
- Increase public awareness of vulnerability to natural hazards and educate on risk reduction strategies.
- Promote community resilience.
- Protect environmental resources and utilize natural systems to reduce natural hazard impacts.
- Develop and implement cost-effective mitigation strategies.

The following objectives were identified that meet multiple goals, helping to establish priorities for recommended mitigation actions:

1. Inform the public on the risk exposure to natural hazards and ways to increase the public's capability to prepare, respond, recover and mitigate the impacts of these events.
2. Reduce the impacts of hazards on vulnerable populations.
3. Improve and maintain systems that provide warning and emergency communications.
4. Work cooperatively with stakeholders in planning for and reducing the impacts of natural hazards.
5. Incorporate risk reduction strategies in new and updated infrastructure and development plans to reduce the impacts of natural hazards.
6. Integrate natural hazard mitigation goals and objectives into other existing plans and programs within the planning area.
7. Provide incentives for development and land use techniques that reduce risks.
8. Strengthen and build redundancy into infrastructure, prioritizing areas that may be potentially isolated areas.
9. Retrofit, purchase, or relocate structures in high hazard areas, especially those known to be repetitively damaged.
10. Avoid, minimize or mitigate risks to critical facilities and infrastructure.
11. Support and enhance environmental protection and sustainability activities that may also accomplish mitigation objectives.
12. Use the best available data, science and technologies to implement mitigation strategies.

MITIGATION ACTIONS

Mitigation actions presented in this update are activities designed to reduce or eliminate losses resulting from natural hazards. The update process resulted in the identification of more than 272 mitigation actions for implementation by individual planning partners, as presented in Volume 2 of this plan. In addition, the steering committee and planning partnership identified 14 countywide actions benefiting the whole partnership, as listed in Table ES-5.

Table ES-5. County-Wide Mitigation Actions

Applies to New or Existing Assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding ^a	Timeline
CW-1 —Establish a county-wide repository of perishable data from hazard events and develop a standard form for capturing information						
New and existing	All hazards	4, 12	CRESA	Low	Staff time	Short-term
CW-2 —Develop a county-wide recovery/resiliency plan						
New and existing	All hazards	2, 4, 6	CRESA	High	Local, possible grant funding (UASI)	Short-term
CW-3 —Participate in the plan implementation hazard mitigation working group by sharing lessons learned and mitigation success stories and actively participating in progress reporting						
New and existing	All hazards	1, 4, 6, 12	Planning Partners/ facilitated by CRESA	Low	Staff time	Ongoing
CW-4 —Support and guide the technology for regional hazard warning systems						
New and existing	All hazards	1, 2, 3, 12	CRESA	Medium	Local, possible grant funding (FEMA, DHS, NWS, NOAA)	Ongoing
CW-5 —Ensure that a link to the hazard mitigation plan website hosted by CRESA is posted conspicuously on each planning partner website						
N/A	All hazards	1, 4	Planning Partners	Low	Staff time	Short-term
CW-6 —Support regional collaboration and consistency in hazard mitigation implementation and programs						
New and existing	All hazards	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	Clark County/CRESA	Low	Staff time	Ongoing
CW-7 —Where appropriate, support retro-fitting, relocating or acquisition from willing property owners of structures located in hazard-prone areas to protect structures from future damage, with repetitive and severe repetitive loss as a priority. Seek opportunities to leverage partnerships within the planning area in these pursuits						
Existing	All hazards	4, 5, 7, 9, 10	Planning Partners	High	HMGP, PDM, FMA, CDBG-DR	Ongoing
CW-8 —Utilize information contained within the Clark Regional Natural Hazard Mitigation Plan to support updates to other emergency management plans in effect within the planning area						
New and existing	All hazards	2, 4	CRESA	Low	Staff time	Ongoing
CW-9 —Utilize information contained within the Clark Regional Natural Hazard Mitigation Plan to support updates to other plans in effect within the planning area						
New and existing	All hazards	2, 4, 5	Planning Partners	Low	Staff time	Ongoing
CW-10 —Develop the capacity for a regional post-disaster volunteer coordination program						
N/A	All hazards	1, 2, 3, 4	CRESA	Medium	Staff time, Local funds	Long-term
CW-11 —Explore opportunities with all community stakeholders to implement, identify and fund mitigation actions						
New and existing	All hazards	1, 2, 4, 12	CRESA	Medium	Staff time, Local funds	Ongoing
CW-12 —Continue regional partnerships to improve and enhance mitigation efforts in the larger region						
New and existing	All hazards	1, 4	CRESA	Low	Staff-time	Ongoing
CW-13 —Establish guidelines to increase communication and coordination of mitigation actions across agencies whenever feasible						
New and existing	All hazards	4	CRESA	Low	Staff time	Short-term
CW-14 —Continue to work with planning partners and other stakeholders to clearly articulate and define emergency management roles and responsibilities within the County, including the implementation of identified mitigation actions.						
New and existing	All hazards	1, 4, 6	CRESA	Low	Staff time	Ongoing

a. HMGP = Hazard Mitigation Grant Program; FMA = Flood Mitigation Assistance; PDM = Pre-Disaster Mitigation Assistance; CDBG-DR = Community Development Block Grants Disaster Recovery; UASI = Urban Area Security Initiative

IMPLEMENTATION

Full implementation of the recommendations of this plan will require time and resources. The measure of the plan's success will be its ability to adapt to changing conditions. Clark County and its planning partners will assume responsibility for adopting the recommendations of this plan and committing resources toward implementation. The framework established by this plan commits all planning partners to pursue actions when the benefits of a project exceed its costs. The planning partnership developed this plan with extensive public input, and public support of the actions identified in this plan will help ensure the plan's success.

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: January 26, 2017

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Contract with PBS Engineering for Design of Ridgefield Outdoor Recreation Complex

GOVERNING LEGISLATION:

Revised Code of Washington Title 35 – Cities and Towns

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

The City's Parks Plan identifies a Community Park in the Southern portion of the City off of Hillhurst Road. This park has come to be known as the Ridgefield Outdoor Recreation Complex, or RORC. The City has been working with the Ridgefield School District, community stakeholders, and the public since 2015 on the master planning for this park. The project will be a partnership with the School District and will share a site with the planned 5-6 and 7-8 schools campus. The park will feature 6 multi-use sports fields, a community building, playground, trails, and picnic shelters. The overall project budget is \$15-20 Million.

For Phase II Design and Permitting the City is contracting with a team of design consultants headed up by PBS Engineering and Environmental. This design team is the same team that completed the Phase I Master Planning that was selected through a comprehensive RFP process in 2015. For Phase II design PBS has taken over as the lead consultant to support the design and engineering work required for this phase.

BUDGET/FINANCIAL IMPACTS:

The 2017 Budget includes a total of \$1,750,000 for the design of the Ridgefield Outdoor Recreation Complex.

RECOMMENDED ACTION OR MOTION:

Staff recommends awarding the Phase II Design contract for the Ridgefield Outdoor

Approved to be placed on City Council Agenda:

Recreation Complex to PBS Engineering and Environmental. A recommended motion would be:

“I move to award the Phase II Design Contract for the Ridgefield Outdoor Recreation Complex Project to PBS Engineering and Environmental”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: RORC Design Contract PBS (PDF)



CITY OF RIDGEFIELD

PROFESSIONAL SERVICES AGREEMENT

230 Pioneer Street ♦ PO Box 608 ♦ Ridgefield, WA 98642
Ph: 360.887.3557 ♦ Fax: 360.887.0861

Contract No. C2017-026

Ridgefield Outdoor Recreation Complex Phase II

THIS AGREEMENT is entered into between the **City of Ridgefield**, a municipal corporation, hereinafter referred to as "the City", and **PBS Engineering + Environmental**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Consultant is retained by the City to perform professional services in connection with the project designated as **Ridgefield Outdoor Recreation Complex Phase II**.
2. SCOPE OF SERVICES. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. TIME FOR PERFORMANCE. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2018** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 16 of this Agreement.
4. PAYMENT. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - A. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses.
 - B. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- E. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
 6. COMPLIANCE WITH LAWS. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
 7. INDEMNIFICATION. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City.

Should a court of competent jurisdiction determine that this Agreement 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. CONSULTANT'S LIABILITY INSURANCE.
 - A. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subconsultants.
 - B. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - C. Minimum Scope of Insurance. Consultant shall obtain insurance of types and amounts described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- D. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- E. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- G. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- H. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- I. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- J. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

9. INDEPENDENT CONSULTANT. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

11. CONFIDENTIALITY. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
12. WORK PRODUCT. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

13. INTELLECTUAL PROPERTY.

- a. Warranty of Noninfringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

14. ASSIGNMENT. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

15. NON-WAIVER. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

16. CITY'S RIGHT TO TERMINATE CONTRACT. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.

17. NOTICES. Notices to the City of Ridgefield shall be sent to the following address:

Mr. Bryan Kast
City of Ridgefield
PO Box 608
Ridgefield, WA 98642
PH: (360) 857-5023
FX: (360) 887-2507
Email: Bryan.Kast@ci.ridgefield.wa.us

Notices to Consultant shall be sent to the following address:

Mr. Tim Leavitt
PBS Engineering + Environmental
314 West 15th Street
Vancouver, WA 98660
PH: (360) 690-4331
FX: (866) 727-0140
Email: Tim.Leavitt@pbsenv.com

18. INTEGRATED AGREEMENT. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

19. ARBITRATION CLAUSE. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.
- Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
20. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
21. VENUE. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
22. REMEDIES CUMULATIVE. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
23. COUNTERPARTS. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2017.

CITY OF RIDGEFIELD:

By _____
City Manager

PBS ENGINEERING + ENVIRONMENTAL:

By _____
Authorized Representative

Print Name: _____

Title: _____

Attest/Authenticated:

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES & Cost for Scope of Services

Attached

Attachment: RORC Design Contract PBS (1208 : Approval of Contract with PBS Engineering)



**Engineering +
Environmental**

November 16, 2016

City of Ridgefield
Attn: Bryan Kast, Public Works Director
301 N. 3rd Avenue
Ridgefield, WA 98642

Via email: Bryan.Kast@ci.ridgefield.wa.us

Re: Phase II Scope of Work and Fee Estimate
Proposed Ridgefield Outdoor Recreation Complex

Dear Mr. Kast:

The Ridgefield Outdoor Recreation Complex Design Team (Design Team) is pleased to provide the following Scope of Work (Scope) and Fee Estimate for Phase II of the Ridgefield Outdoor Recreation Complex (RORC) project to the City of Ridgefield (City).

The proposed RORC project is located on approximately 58 acres of land owned by both the City and the Ridgefield School District (RSD), southwest of the intersection of SW Royle Road and SW Hillhurst Road.

RORC Phase I was completed in the Summer of 2016, concluding with the preparation of draft Pre-Application Conference submittal documents. After significant public outreach and input, the resulting RORC conceptual site plan envisions the following improvements: Three (3) soccer/multipurpose fields, two (2) baseball/multi-purpose fields, a multi-use pedestrian trail system and associated leisure recreational amenities, an outdoor amphitheatre space, concessions building, a track/football field, a middle school, vehicle parking and bus circulation, and area set aside for a potential future community partner. *For preparation of this Scope and Fee Estimate, we have assumed that final design of the proposed middle school and school bus circulation/parking area is to be completed by others.*

The Scope of RORC Phase II is to begin with finalization of the Pre-Application Conference submittal and conclude with the completion of Phase II construction (assumed to be late-summer 2018). The following project schedule is presently anticipated:

November 2016:	RORC Phase II Contract Approved. Subsequently, Design Team initiates remaining field work and economic analysis.
November 22, 2016:	RORC Phase II City Pre-Application Conference conducted
December 2016:	RORC Phase II Scope of Work adjusted (as necessary) and approved by City; Design Team initiates preliminary assessment and design.
January 2016:	JARPA Submitted
February 2016:	City Site Plan Review and Engineering Application Submitted
May 2016:	City Approval of RORC Phase II Site Plan and Engineering

The Design Team is comprised of the same experts and consultants that were selected for RORC Phase 1. Because Phase 1 is largely a land use/engineering effort, the arrangement of the consultant team has been adjusted accordingly; the prime consultant is PBS Engineering & Environmental. All other consultants will subcontract with PBS for completion of their Scope of Work.

314 West 15th Street, Vancouver, WA 98660
360.690.4331 Main
866.727.0140 Fax
www.pbseenv.com

Bend | Boise | Coos Bay | Eugene | Portland | Seattle | Tri-Cities | Vancouver | Walla Walla

SCOPE OF WORK

Specifically, the Scope of RORC Phase II is to include the following effort/tasks:

- 1) *Finalize the Pre-Application Conference Submittal, Submit the Pre-Application Conference Application, Attend/Participate in the Conference Meeting, and debrief with the Client afterwards.*
 - a. *Prepare an adjusted Scope and Fee Estimate, accounting for new information or different assumptions to be included, as a result of the project Pre-Application Conference.*
- 2) *Complete Archeological Assessment, Property Topo Survey, Wetland Delineation, Traffic Assessment, and, a Geotechnical Peer Review for City review/consideration.*
 - a. *Debrief with the Client the results of these efforts and impact to the proposed project.*
- 3) *Conduct bi-weekly project coordination meetings with the Design Team, Client and RSD at the offices of PBS Engineering & Environmental.*
 - a. *Project meeting minutes will be maintained and distributed by PBS.*
 - b. *Conference call-in number will be provided for those who cannot attend in person.*
- 4) *Coordinate and complete project Financial and Demographic Assessment work.*
- 5) *Initiate a Public Outreach/Engagement program for the project.*
 - a. *Coordinate with the Client and prepare a Public Information Plan for the Client review/approval.*
 - b. *Prepare and maintain a project Facebook page (3 hours month/12 months after launch).*
 - c. *Prepare and maintain a project website page (6 hours month/12 months after launch).*
 - d. *Prepare a project PowerPoint presentation, Fact Sheet (handout), Poster, and Mailer for City use.*
- 6) *Coordinate with State and Federal environmental agencies for wetlands/habitat permitting, and, prepare and submit JARPA Application.*
 - a. *If necessary, a Compensatory Wetland Mitigation Plan and/or Biological Assessment will be prepared, with further detail/scope/fee provided to the Client for review and approval.*
- 7) *Prepare project Design Development documents for City and Stakeholder review/comment.*
 - a. *The project is anticipated to be separated in two (2) phases of construction: Phase 1 (Summer 2017) includes site earthwork and utilities; Phase 2 (Summer 2018) includes remaining improvements (fields, concessions, parking areas, landscaping, trails, amphitheatre and Hillhurst frontage).*
 - b. *Project documents include Site Plan (title sheet and index), Civil Plans (existing conditions, grading and erosion control, stormwater, utilities, site improvements, electrical/lighting, and necessary details) for the site and adjacent public right-of-way, Stormwater Hydrology Report, Landscape and Tree Plan(s), and separate project specifications (site improvements; boilerplate contractual and legal specs from the City).*
 - c. *Prepare, Submit and Process the City Site Plan Review Application with the City.*
 - i. *We understand the City will process a Comprehensive Plan/Zone Change for the Kennedy Addition and thus have not included either that effort or Conditional Use Permit for the proposed track/field use in this Scope.*
- 8) *Complete two (2) public presentations of the proposed project, including at least one presentation to the Ridgefield City Council.*
- 9) *Concurrent with Final Site Plan and Engineering approvals from the City, prepare the project site improvement Construction Documents for review/comment/approval by the City.*
- 10) *Incorporate environmental agency mitigation requirements, as feasible in specified timelines.*

- 11) *Prepare a Construction Cost Estimate at the Schematic, Design Development and Construction Document stages of progress.*
 - a. *Cost Estimates to detail "base" development conditions, as well as "add" amenities, for City use in garnering community support and investment.*
- 12) *Prepare Building Permit submittal documents for certain project structures, to be submitted at a future date by Others: Concessions Building, Track/Field Structure, Large Picnic Shelter, and seating structure(s).*

In addition to specific assumptions and exceptions noted above, the following general assumptions were considered for preparation of this Scope and Fee Estimate:

- RORC Phase II is complete upon receipt of Final Site Plan and Engineering Approval from the City, and final approval of the proposed mitigation from the state and federal environmental agencies.
- Bidding and construction period support is not included in this Scope and Fee Estimate. We assume RORC Phase II(b) and RORC Phase II(c) is to include bidding, construction period, inspection and certification, and project closeout support for closeout of Summer 2017 construction and Summer 2018 construction, respectively.
- Design Team will provide the Client with electronic files and, when necessary, one (1) original stamped paper copy of project design and permit documents.
- Our preparation of the construction documents is predicated on the preliminary design work that is completed for the City's Site Plan Review Application. Significant changes to the preliminary site plan that occur prior to our initiation of the construction documents may result in additional scope and fees.
- For preparation of this Scope, we have assumed the following meeting schedule: 20 Design Team meetings; 10 City and or City/RSD meetings; 2 public presentations. Each meeting is assumed to be 2 hours total time. The Client is welcome to participate in the Design Team meetings also.
- Permitting and approval timelines for federal and state environmental agencies are highly variable. As such, we cannot assure the Client that permitting documents and approvals will be completed in a timely manner and in preparation for construction during the summer of 2017. We will work with agency representatives to attempt to meet this schedule, and will keep the Client updated on progress.
- This Scope is limited to engineering and building design for the sports complex amenities specifically noted in this document; other amenities that might be considered in future planning/visioning are to be addressed under separate Scope and Fee Estimate.
- Miscellaneous reimbursable costs (mileage, plots, copies, delivery services, etc.) are not included in this fee estimate and will be billed separately and per the attached PBS General Terms & Conditions.

City of Ridgefield
 RE: RORC Phase II
 November 16, 2016
 Page 4 of 4

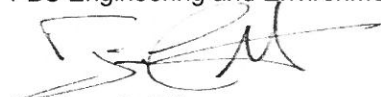
FEE

The effort necessary to complete the tasks detailed above is as follows:

- 1) Pre-Application Conference Preparation/Application/Debrief\$33,370
- 2) Schematic/Design Development/Preliminary Land Use and Engineering\$786,680
 - a. Archeological Assessment, Additional Topo Survey, Wetland Delineation, and, a Geotechnical Peer Review for City review/consideration.
 - b. Conduct bi-weekly project coordination meetings with the Design Team, Client and RSD at the offices of PBS Engineering & Environmental.
 - c. Coordinate and complete project Financial and Demographic Assessment work.
 - d. Initiate a Public Outreach/Engagement program for the project.
 - e. Coordinate with State and Federal environmental agencies for wetlands/habitat permitting, and, prepare and submit JARPA Application. If necessary, prepare Compensatory Wetland Mitigation Plan or Biological Assessment.
 - f. Prepare SD and DD cost estimates
 - g. Prepare project DD documents (plans and specifications) for City and Stakeholder review/comment.
 - h. Complete one (1) public presentation.
- 3) Construction Documents/Final Site Plan and Engineering\$586,272
 - a. Prepare and submit City Site Plan Review Application
 - b. Complete one (1) public presentation.
 - c. Conduct bi-weekly project coordination meetings with the Design Team, Client and RSD at the offices of PBS Engineering & Environmental.
 - d. Maintain project website and Facebook page.
 - e. Prepare site improvement construction bid documents and specifications.
 - f. Incorporate environmental agency mitigation requirements in project construction documents, as feasible in project permitting and construction timelines.
 - g. Prepare building permit documents for proposed buildings/structures.
 - h. Prepare CD cost estimate.
- 4) Project Contingency (15%).....\$210,935
 - a. Unanticipated project planning/design/permitting conditions
- Total Fee\$1,617,257**

Thank you for this opportunity to support such an exciting project. We look forward to working with you to successfully design, permit and construct this important community asset.

Sincerely,
 PBS Engineering and Environmental Inc.



Tim Leavitt, PE
 Senior Civil Engineer/Project Manager

Attachment(s): RORC Phase II Fee Estimate Spreadsheet
 PBS General Terms and Conditions

Attachment: RORC Design Contract PBS (1208 : Approval of Contract with PBS Engineering)



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal from PBS Engineering and Environmental Inc. (PBS) outlining PBS' specific scope of services ("PBS Proposal"). This Agreement represents the entire and integrated agreement between the Client and PBS and supersedes all prior negotiations, representations, or agreements, either written or oral. Hereafter the PBS Proposal once signed by both PBS and Client (together the "Parties") and these Terms and Conditions shall be read and interpreted together and referred to together as the "Agreement" between the Parties. If there are any inconsistencies between language in the PBS Proposal and in these Terms and Conditions, the language of these Terms and Conditions shall prevail.

The purpose of these Terms and Conditions is to identify basic contractual obligations of PBS and Client under the Agreement for various professional consulting services, whereby PBS would be acting in the role of Consultant/Owner Representative for Client. Individual projects may require additional detailed descriptions of services and associated Terms and Conditions, to be provided in a subsequent PBS Proposal or as a supplement to the Agreement.

1. **RIGHT OF ENTRY:** Unless otherwise agreed, the Client will furnish PBS right-of-entry on real property and be responsible for the propriety of the time, place, and manner of PBS entry upon the real property and any buildings or structures where PBS is to perform its services ("Property"). PBS will take reasonable precautions to minimize damage to the Property from use of equipment, but PBS has not included in the fee the cost of restoration of the Property, unless specifically included in the Proposal. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
2. **BURIED UTILITIES:** PBS field personnel are trained to initiate field testing, drilling, and/or sampling within a reasonable distance of each designated utility location. PBS field personnel will avoid hazards or utilities that are observed by them at the site. If PBS is advised in writing of the presence or potential presence of underground or aboveground obstructions, such as utilities, PBS will give special instructions to its field personnel. PBS is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by client or third parties. The client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
3. **WORKER'S COMPENSATION INSURANCE AND LIABILITY INSURANCE:** PBS will provide Worker's Compensation insurance (and/or Employer's Liability insurance) as required by state statutes. PBS carries Comprehensive General Liability insurance which, subject to its terms and limits, may provide protection against liability relating to bodily injury or property damage arising out of PBS operations. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Upon request in writing by Client to PBS, PBS will request its insurer to name Client as an additional insured on such policies and to issue certificates to Client to that effect. PBS makes no representations or warranties regarding any act by its insurer(s) and shall not be responsible for performing any act with respect to such insurance not specifically called for by this paragraph.
4. **PROFESSIONAL LIABILITY AND LIMITATION THEREOF:** This paragraph relates only to Professional Liability and not General Liability. In performing its professional services, PBS will use that standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. No other warranty, either expressed or implied, is made in connection with its rendering of professional services.
5. **CONTRACTED WORK:** PBS, including its subconsultants and subcontractors, is retained hereunder for the limited purpose of performing certain services, providing the results of such work to Client, and making recommendations with respect to the data produced by the work. PBS is not responsible for the health and safety of Client's personnel or other persons present on the Property to be investigated or constructed. PBS is not responsible (a) for the overall status of Client's project; (b) for the property Client owns or leases or may be interested in purchasing or leasing; (c) for the interpretation of the PBS report, design drawings, or results by others; (d) for any use of PBS reports by Client or others except as specifically set forth herein; or (e) for any other matter not encompassed in the specific scope of work in this Agreement agreed to by PBS and Client. Any unauthorized use or distribution of PBS work shall be at the Client and recipient's sole risk. If Client desires to release, or for PBS to provide, PBS report(s) to a third party not a party to this Agreement for that party's reliance, PBS will agree to such a release provided PBS receives written acceptance from such third party to be bound by terms and conditions similar to those set forth in this Agreement, in addition to a fee for providing PBS reports to a new party. The Client shall indemnify, defend, and hold harmless PBS and its subconsultants and subcontractors from any claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, or appeals arising out of unauthorized or third party use of PBS reports.
6. **RETENTION OF RECORDS AND SAMPLES:** PBS has a Records Retention policy (available upon request). All samples will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
7. **PAYMENTS TO CONSULTANT:** Invoices will be submitted periodically for prior services. An account will become delinquent 30 days after date of billing. It is agreed that a late charge will be added to delinquent accounts at the rate of one-and-one-half percent (1½%) for each 30 days delinquent (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which the PBS office submitting the invoice is located).
8. **RATE SCHEDULE:** Fees for services are based on the number of hours expended on the project, including travel, by PBS personnel plus any reimbursable expenses. PBS hourly rates will be billed as stated in its proposal or at its current hourly rates (available upon request). Invoices will include sales tax when required.
9. **REIMBURSABLE EXPENSES:**
 - A. Outside Services. Subcontracted services such as those subconsultants and subcontractors, labor, and technical services will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming.



- B. **Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and long distance and wireless telephone calls will be invoiced at cost plus ten percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, vehicle mileage, photocopying, etc.) may be required to complete the project. These will be invoiced at PBS standard rates without markup (rates available upon request).
- C. **Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
10. **STANDARD OF CARE:** PBS services will be provided consistent with and limited to the standard of care applicable to such services, which is that PBS will provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Such standard of care is not a warranty or guarantee and PBS shall have no such obligation. Accordingly, Client should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the Project.
11. **RIGHT TO SUSPEND:** If Client fails to make payments to PBS in accordance with this Agreement, such failures shall be considered substantial nonperformance and cause for termination or, at PBS' option, cause for suspension of performance of services under this agreement. If PBS elects to suspend services, PBS shall give seven days' written notice to Client before suspending services. In the event of a suspension of services, PBS shall have no liability to the Client because of such suspension of services and Client shall indemnify and hold harmless PBS for any claims associated with such suspension.
12. **EMPLOYEE AND SERVICES SOLICITATION:** Client shall not solicit nor tender any employment offer to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this agreement within six (6) months of completion of their part of the work without prior written approval by PBS. Any breach of this provision resulting in the Client hiring for employment or consulting services any PBS employee or subcontractor will obligate the Client to compensate PBS for recruitment and service fees.
13. **OTHER PROVISIONS:** Neither party shall hold the other responsible for delay in performance caused by acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Waiver by one party of any provision, term, condition, or covenant owed to it by the other party is to be made only by providing written notice to the other party and such waiver shall not be construed by the first party as a waiver of a subsequent breach of the same provision, term, condition, or covenant by the other party. This Agreement supersedes any contract language which may be issued by Client as a matter of standard purchasing protocol without regard to the unique nature of professional services to be rendered by PBS.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. Since PBS has no control over the cost of labor and material, or over competitive bidding or market conditions, PBS does not guarantee the accuracy of its opinion as compared to contractor bids of actual cost to the Client.

It is understood and agreed by both parties that PBS, in performing professional services for the Client with respect to hazardous or microbial substances, will make recommendations to the Client but does not have the authority or responsibility to decide where disposal or treatment of such substances takes place, nor to designate how or by whom the hazardous or microbial substances are to be transported for disposal or treatment. It is understood that PBS is not the generator or site operator and does not own nor is it the arranger for disposal of the hazardous waste or other materials discovered, handled, or removed from the Property. To the extent required by law, Client agrees to provide timely disclosure to appropriate public agencies of any information regarding the Property (obtained from PBS or from other sources) where such disclosure may be necessary to prevent damage to human health, safety, or the environment.

Client agrees that PBS and its subconsultants and subcontractors are not responsible for the creation of the condition(s) PBS is being asked to investigate and that it would be unfair for PBS to be exposed to claims of injury or damage as a result of the conditions. In addition, Client understands that it is possible that exploration and investigation may fail to reveal the presence, location, or source of the condition(s) being investigated even when the condition(s) is assumed or expected to exist. Client understands that PBS' failure to discover and/or locate the condition(s) or the spread of the condition(s) through appropriate techniques does not guarantee that the condition(s) does or does not exist. Client agrees that it would be unfair to hold PBS liable for creating the condition(s) or the spread of the condition(s) providing PBS meets a reasonable standard of care in completing the work set out in the PBS Proposal.

Accordingly, Client waives any claims against PBS and its subconsultants and subcontractors, and agrees to defend, indemnify, and hold harmless PBS and its subconsultants and subcontractors from any and all claims or liability for injury to person or property or loss arising from the creation of the condition(s) or the unintentional exacerbation of the condition(s) by PBS, the exacerbation of hazardous conditions by others, the discovery of any condition, location of any condition, and/or allowing any condition to exist. Client also agrees to fairly compensate PBS and its subconsultants and subcontractors for any time spent and expenses incurred in the defense of any such claim. Notwithstanding any provisions in the Agreement to the contrary, PBS' liability for all acts and omissions related to its provision of services to Client under the terms of this Agreement shall be limited to the amount of PBS' insurance and in no circumstances shall such liability of PBS include special or consequential damages.

PBS does not provide legal opinions, and recommends client seek legal counsel for advice on issues such as the appropriateness of a particular scope of work to minimize legal liability, reportability of a condition to a public agency, potential cost recovery from responsible parties, and to assess the value of maintaining attorney/client privilege for work conducted under this Agreement.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party reasonable attorney's fees and costs in mediation, arbitration, trial, or appeal. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. This Agreement can be terminated at any time by either party. If terminated prior to the completion of a scope of work, PBS shall be entitled to its portion of fees for any work performed in accordance with its current rate schedule.

EXHIBIT "B"

TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.