



**RIDGEFIELD CITY COUNCIL  
MEETING AGENDA**

**Thursday, January 13, 2022  
RACC - Columbia Assembly Room  
510 Pioneer Street, Ridgefield, WA 98642**

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

- 1. Flag Salute**
- 2. Roll Call**
- 3. City Council Members Oath of Office, Judge Wheeler**
- 4. Selection of Mayor and Mayor Pro Tem**
- 5. Late changes to the agenda**

**II. PUBLIC COMMENT**

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

**III. CONSENT AGENDA**

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the December 16 and December 30 Meeting**
- 3. Approval of City Manager 2021-2022 Initiatives**

**IV. PRESENTATION**

- 1. Community Experience Survey Update - Lee Knottnerus, Deputy City Manager**

**V. BUSINESS**

- 1. Motion - Approval of RPOA Collective Bargaining Agreement - Lee Knottnerus, Deputy City Manager**
- 2. First Reading of Ordinance No. 1362 - Transportation Impact Fee List Update - Bryan Kast, Public Works Director**
- 3. Motion - Approval of Contract with PBS Engineering for Master Planning and Design of Horns Corner Park - Bryan Kast, Public Works Director**
- 4. Motion - Approval of Contract with DOWL for Master Planning and Design of Refuge Park - Bryan Kast, Public Works Director**
- 5. Resolution No. 603 - KDev Intent to Annex - Claire Lust, Community Development Director**

**VI. PUBLIC HEARING/BUSINESS**

- 1. Public Hearing and First Reading of Ordinance No. 1363 - Union Ridge North EMUO Removal - Claire Lust, Community Development Director**

**2. Public Hearing and Approval of Resolution No. 604 – Ridgefield School District Proposition No. 7 General Obligation Bonds - Steve Stuart, City Manager**

**VII. PUBLIC COMMENT**

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

**VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS**

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

**IX. ADJOURN**

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

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** January 13, 2022  
**ITEM:** CONSENT AGENDA  
**AGENDA ITEM TITLE:** Approval of Claims And/Or Payroll

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**GOVERNING LEGISLATION:**

Revised Code of Washington Title 35A

**PREVIOUS COUNCIL ACTION TAKEN:**

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

**BACKGROUND:**

Vendor claims

**BUDGET/FINANCIAL IMPACTS:**

See vendor detail attached

**ACTION OR MOTION:**

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

**“I move to approve the consent agenda as presented”**

**STAFF CONTACT:** Kirk Johnson, Finance Director  
**ATTACHMENTS:** January 13, 2022 Claims Report (PDF)

## City of Ridgefield

Claims Payment Report  
For Approval on:  
January 13, 2022

| Sum of Amount                          |               |                   |                        |                                           |           |
|----------------------------------------|---------------|-------------------|------------------------|-------------------------------------------|-----------|
| Vendor Name                            | Vendor Number | Invoice Number    | Resp. Department       | Description                               | Total     |
| AHMAD ALQATANANI                       | 3463          | 3463-20220113     | Human Resources        | Tuition Reimb - Alqatanani                | 1,076.60  |
| AHMAD ALQATANANI Total                 |               |                   |                        |                                           | 1,076.60  |
| ARAMARK UNIFORM SERVICES               | 32            | 5.29E+11          | Genl Govt/Facilities   | PW's Uniforms/Floor Mats                  | 2.39      |
|                                        |               |                   | Public Works           | PW's Uniforms/Floor Mats                  | 41.29     |
| ARAMARK UNIFORM SERVICES Total         |               |                   |                        |                                           | 43.68     |
| ASSOCIATION OF WASHINGTON CITIES       | 41            | 94101             | Genl Govt/Facilities   | 2022 AWC Membership                       | 8,568.00  |
|                                        |               | 94486             | Genl Govt/Facilities   | 2022 AWC Retro Safety Alliance Membership | 2,559.55  |
| ASSOCIATION OF WASHINGTON CITIES Total |               |                   |                        |                                           | 11,127.55 |
| Atkins Jennifer                        | UB*00674      | (blank)           | Genl Govt/Facilities   | Refund Check 012082-000 116 N 38th Pl     | 112.59    |
| Atkins Jennifer Total                  |               |                   |                        |                                           | 112.59    |
| Bernatz John                           | UB*00687      | (blank)           | Genl Govt/Facilities   | Refund Check 011529-000 115 S 4th Ave     | 9.18      |
| Bernatz John Total                     |               |                   |                        |                                           | 9.18      |
| BOB'S AUTOMOTIVE                       | 57            | 22314             | Public Works           | Leak Repair - 48613D                      | 27.13     |
| BOB'S AUTOMOTIVE Total                 |               |                   |                        |                                           | 27.13     |
| BOSTEC INC.                            | 3023          | 44693             | Public Safety          | Breath Alcohol Testing Supply             | 279.13    |
| BOSTEC INC. Total                      |               |                   |                        |                                           | 279.13    |
| BSK ASSOCIATES                         | 2119          | VE03912           | Public Works           | Coliform Testing                          | 1,188.00  |
| BSK ASSOCIATES Total                   |               |                   |                        |                                           | 1,188.00  |
| BUXTON COMPANY                         | 2460          | 53369             | Community Development  | Economice Development Package             | 35,000.00 |
| BUXTON COMPANY Total                   |               |                   |                        |                                           | 35,000.00 |
| Cedars Construction LLC                | UB*00676      | (blank)           | Genl Govt/Facilities   | Refund Check 011444-176 1243 S Union Pl   | 0.18      |
| Cedars Construction LLC Total          |               |                   |                        |                                           | 0.18      |
| CERTIFIED TESTING SERVICES INC         | 3536          | 417110            | Public Works           | Backflow testing                          | 225.00    |
|                                        |               | 414830            | Public Works           | Backflow testing                          | 225.00    |
| CERTIFIED TESTING SERVICES INC Total   |               |                   |                        |                                           | 450.00    |
| CITIES DIGITAL INC.                    | 3382          | 53467             | Information Technology | DocuSign Licensing/Maint - 2/22-2/23      | 3,752.81  |
| CITIES DIGITAL INC. Total              |               |                   |                        |                                           | 3,752.81  |
| CLARK COUNTY                           | 102           | CI035441          | Public Works           | Whatley Decant Billing - Nov 2021         | 2,685.59  |
|                                        |               | CI035403          | Public Safety          | Q1.2022 - CRESA Management Fees           | 3,063.40  |
|                                        |               | CI035483          | Public Safety          | Q1.2022 - CRESA Operations                | 24,638.50 |
| CLARK COUNTY Total                     |               |                   |                        |                                           | 30,387.49 |
| CLARK PUBLIC UTILITIES - EPAY          | 110           | 7559-485-3-202112 | Genl Govt/Facilities   | 230 Pioneer Ave                           | 170.15    |
|                                        |               |                   | Public Safety          | 116 N Main Avenue                         | 207.04    |
|                                        |               |                   | Public Works           | City Park/Water Well                      | 2,551.34  |
|                                        |               |                   |                        | Traffic Signal - Hillhurst/Royal Rd.      | 54.17     |
|                                        |               |                   |                        | 109 W Division St - Electricity           | 199.53    |
|                                        |               |                   |                        | 3701 N 3rd Cir - Electricity              | 27.07     |
|                                        |               |                   |                        | 512 N Allen Dr - Electricity              | 26.91     |

## City of Ridgefield

## Claims Payment Report

For Approval on:

January 13, 2022

|                                           |          |                   |                        |                                                |           |
|-------------------------------------------|----------|-------------------|------------------------|------------------------------------------------|-----------|
| CLARK PUBLIC UTILITIES - EPAY             | 110      | 7559-485-3-202112 | Public Works           | 214 S Riverview Dr                             | 78.58     |
|                                           |          |                   |                        | 400 N Abrams Park Rd                           | 641.62    |
|                                           |          |                   |                        | 911 N 65th Ave Intertie 2 - Water              | 101.34    |
|                                           |          |                   |                        | 535 N Abrams Park Rd.                          | 44.99     |
|                                           |          |                   |                        | SR/Pioneer St & S 56 PL                        | 130.00    |
|                                           |          |                   |                        | 800 NE 264 St Intertie 1 - Water               | 607.17    |
|                                           |          |                   |                        | N 1st Cir & N 65th Ave - Park & Ride           | 70.25     |
|                                           |          |                   |                        | Municipal Lighting Lease                       | 8,451.89  |
|                                           |          |                   |                        | SR/Pioneer ST & S 65 AVE                       | 71.48     |
|                                           |          |                   |                        | N Abrams Park/E Division                       | 170.15    |
|                                           |          |                   |                        | N 35th Ave and Pioneer St                      | 71.23     |
|                                           |          |                   |                        | 255 S 56th Pl - Electricity                    | 2,211.46  |
|                                           |          |                   |                        | 2300 N 3rd Way Bellwood Trail Lights           | 38.66     |
|                                           |          |                   |                        | Overlook Park - Electricity                    | 86.98     |
|                                           |          |                   |                        | Pioneer St. & Gee Creek Loop - Electricity     | 27.23     |
|                                           |          |                   |                        | 1504 NW Intertie 3 - Water                     | 673.95    |
|                                           |          |                   |                        | 337 S Royal Rd.                                | 176.35    |
| CLARK PUBLIC UTILITIES - EPAY Total       |          |                   |                        |                                                | 16,889.54 |
| COLUMBIAN PUBLISHING                      | 116      | 33539             | Community Development  | ORD 1360/1361 - EMUO Removal - PLZ-21-0103     | 307.80    |
| COLUMBIAN PUBLISHING Total                |          |                   |                        |                                                | 307.80    |
| DEPARTMENT OF LICENSING - CPL EPAY        | 154      | RG0000855-2021    | Genl Govt/Facilities   | CPL Fees - Roberts                             | 18.00     |
| DEPARTMENT OF LICENSING - CPL EPAY Total  |          |                   |                        |                                                | 18.00     |
| E2 LAND USE PLANNING SERVICES LLC         | 485      | 0485-202112       | Community Development  | Planning Consulting Services - Dec 2021        | 5,670.00  |
| E2 LAND USE PLANNING SERVICES LLC Total   |          |                   |                        |                                                | 5,670.00  |
| EFFICIENT COMMUNICATION SOLUTIONS         | 2126     | 28106             | Information Technology | Annual Service Charges/Remote Tech Supp - 2022 | 1,830.88  |
| EFFICIENT COMMUNICATION SOLUTIONS Total   |          |                   |                        |                                                | 1,830.88  |
| GRAINGER                                  | 206      | 9149478209        | Public Works           | Water Supplies                                 | 58.02     |
| GRAINGER Total                            |          |                   |                        |                                                | 58.02     |
| H.D. FOWLER COMPANY                       | 2036     | I5987567          | Public Works           | Water Meters                                   | 1,831.56  |
| H.D. FOWLER COMPANY Total                 |          |                   |                        |                                                | 1,831.56  |
| HARPER HOUF PETERSON RIGHELLIS INC.       | 1678     | 52275             | Public Works           | Hillhurst Multi-Modal Trail                    | 10,037.50 |
| HARPER HOUF PETERSON RIGHELLIS INC. Total |          |                   |                        |                                                | 10,037.50 |
| HP Washington One LLC                     | UB*00678 | (blank)           | Genl Govt/Facilities   | Refund Check 011866-001 1889 S Harrier Rd      | 52.30     |
| HP Washington One LLC Total               |          |                   |                        |                                                | 52.30     |
| IDDV Properties LLC                       | UB*00680 | (blank)           | Genl Govt/Facilities   | Refund Check 009610-000 2747 S Red Tail Loop   | 12.89     |
| IDDV Properties LLC Total                 |          |                   |                        |                                                | 12.89     |
| J2 BLUE PRINT SUPPLY                      | 243      | AR113269          | Community Development  | Plotter Contract - Dec 2021                    | 54.20     |
| J2 BLUE PRINT SUPPLY Total                |          |                   |                        |                                                | 54.20     |
| JESSICA KIPP                              | 2099     | 2099-20220113     | Human Resources        | Wellness Jackets Reimb - Kipp                  | 298.00    |
| JESSICA KIPP Total                        |          |                   |                        |                                                | 298.00    |
| KILLA BITES                               | 3727     | 2265              | Council                | Legislative Session Catering                   | 820.68    |

Attachment: January 13, 2022 Claims Report (Approval of Claims And/Or Payroll)

## City of Ridgefield

Claims Payment Report  
For Approval on:  
January 13, 2022

|                                         |          |                |                        |                                                    |           |
|-----------------------------------------|----------|----------------|------------------------|----------------------------------------------------|-----------|
| KILLA BITES Total                       |          |                |                        |                                                    | 820.68    |
| Kingston Homes LLC                      | UB*00685 | (blank)        | Genl Govt/Facilities   | Refund Check 010504-116 4306 S 17th Way            | 69.39     |
| Kingston Homes LLC Total                |          |                |                        |                                                    | 69.39     |
| LAND EXPRESSIONS LLC                    | 3703     | 6268-211015    | Public Works           | Splash Pad Design - Overlook Anx                   | 3,525.75  |
| LAND EXPRESSIONS LLC Total              |          |                |                        |                                                    | 3,525.75  |
| MALLORY SAFETY AND SUPPLY LLC           | 285      | 5250410        | Genl Govt/Facilities   | PW Safety Vests                                    | 67.08     |
|                                         |          |                | Public Works           | PW Safety Vests                                    | 999.34    |
| MALLORY SAFETY AND SUPPLY LLC Total     |          |                |                        |                                                    | 1,066.42  |
| Manning Joe                             | UB*00681 | (blank)        | Genl Govt/Facilities   | Refund Check 010616-001 1695 S Nighthawk Rd        | 83.65     |
| Manning Joe Total                       |          |                |                        |                                                    | 83.65     |
| MARIUS L MALATTIA                       | 1817     | 156            | Community Development  | Design Reviews - Dec 2021                          | 780.00    |
| MARIUS L MALATTIA Total                 |          |                |                        |                                                    | 780.00    |
| MARTA L. OCHOA-RUTHERFORD               | 3396     | 488            | Judicial               | Interpreting Services                              | 130.00    |
|                                         |          | 484            | Judicial               | Interpreting Services                              | 195.00    |
|                                         |          | 485            | Judicial               | Interpreting Services                              | 140.00    |
| MARTA L. OCHOA-RUTHERFORD Total         |          |                |                        |                                                    | 465.00    |
| MATHER & SONS PUMP SERVICE INC          | 2907     | 30281          | Public Works           | Booster Station Pump Repair                        | 371.82    |
| MATHER & SONS PUMP SERVICE INC Total    |          |                |                        |                                                    | 371.82    |
| MUNICIPAL CODE CORP.                    | 1185     | 368328         | Genl Govt/Facilities   | Codification                                       | 982.75    |
| MUNICIPAL CODE CORP. Total              |          |                |                        |                                                    | 982.75    |
| MUNICIPAL EMERGENCY SERVICES INC        | 2235     | IN1659027      | Public Safety          | Ballistics Panels                                  | 300.16    |
| MUNICIPAL EMERGENCY SERVICES INC Total  |          |                |                        |                                                    | 300.16    |
| NORTHWEST STAFFING                      | 522      | 4121696        | Community Development  | Temp Services - Cleary                             | 99.44     |
|                                         |          | 4121562        | Community Development  | Temp Services - Cleary                             | 497.20    |
| NORTHWEST STAFFING Total                |          |                |                        |                                                    | 596.64    |
| ONE CALL CONCEPTS                       | 326      | 1129096        | Public Works           | Excavation Notif./Modem Ticket Delivery - Dec 2021 | 180.84    |
| ONE CALL CONCEPTS Total                 |          |                |                        |                                                    | 180.84    |
| ON-HOLD CONCEPTS INC                    | 2217     | 560353         | Information Technology | On Hold Music Service - Jan 2022                   | 24.95     |
| ON-HOLD CONCEPTS INC Total              |          |                |                        |                                                    | 24.95     |
| PACIFIC POWER GROUP                     | 819      | 498024-00      | Public Works           | Generator Repair                                   | 1,955.18  |
| PACIFIC POWER GROUP Total               |          |                |                        |                                                    | 1,955.18  |
| PBS ENGINEERING AND ENVIRONMENTAL       | 342      | 0071543.000-11 | Public Works           | Pioneer Street Extension                           | 26,085.42 |
|                                         |          | 0071069.004-7  | Public Works           | Royle Rd & 15th Roundabout                         | 5,093.47  |
| PBS ENGINEERING AND ENVIRONMENTAL Total |          |                |                        |                                                    | 31,178.89 |
| POSTMASTER                              | 348      | 0348-20220113  | Genl Govt/Facilities   | Postage Replenishment - Newsletter                 | 1,514.21  |
| POSTMASTER Total                        |          |                |                        |                                                    | 1,514.21  |
| POWER DMS INC.                          | 2473     | INV-14589      | Public Safety          | PD Records Management - 2/22-2/23                  | 4,310.08  |
| POWER DMS INC. Total                    |          |                |                        |                                                    | 4,310.08  |
| PUBLIC SAFETY TESTING                   | 354      | 2021-914       | Public Safety          | Q4.2021 Subscription Fees                          | 125.00    |
| PUBLIC SAFETY TESTING Total             |          |                |                        |                                                    | 125.00    |
| RELIANT BEHAVIORAL HEALTH LLC           | 2568     | 260671         | Genl Govt/Facilities   | EAP - 1st Half 2022                                | 236.39    |

Attachment: January 13, 2022 Claims Report (Approval of Claims And/Or Payroll)

## City of Ridgefield

## Claims Payment Report

For Approval on:

January 13, 2022

|                                            |          |               |                       |                                                  |                  |
|--------------------------------------------|----------|---------------|-----------------------|--------------------------------------------------|------------------|
| RELIANT BEHAVIORAL HEALTH LLC              | 2568     | 260671        | Public Safety         | EAP - 1st Half 2022                              | 189.03           |
|                                            |          |               | Public Works          | EAP - 1st Half 2022                              | 176.67           |
|                                            |          |               | Community Development | EAP - 1st Half 2022                              | 170.41           |
| <b>RELIANT BEHAVIORAL HEALTH LLC Total</b> |          |               |                       |                                                  | <b>772.50</b>    |
| Richmond American Homes                    | UB*00679 | (blank)       | Genl Govt/Facilities  | Refund Check 013162-037 640 N Kemper Loop        | 25.78            |
|                                            | UB*00689 | (blank)       | Genl Govt/Facilities  | Refund Check 013162-035 3008 N McCanta Way       | 10.68            |
|                                            | UB*00677 | (blank)       | Genl Govt/Facilities  | Refund Check 013162-025 3024 N Pioneer Canyon Dr | 15.80            |
|                                            | UB*00673 | (blank)       | Genl Govt/Facilities  | Refund Check 013162-028 3000 N Pioneer Canyon Dr | 13.84            |
|                                            | UB*00684 | (blank)       | Genl Govt/Facilities  | Refund Check 013162-024 3030 N Pioneer Canyon Dr | 31.51            |
|                                            | UB*00686 | (blank)       | Genl Govt/Facilities  | Refund Check 013162-038 531 N Avery Dr           | 5.53             |
|                                            | UB*00683 | (blank)       | Genl Govt/Facilities  | Refund Check 013162-043 704 N Avery Dr           | 2.12             |
| <b>Richmond American Homes Total</b>       |          |               |                       |                                                  | <b>105.26</b>    |
| SHELLY KIRSCHENMAN                         | 3726     | ENG-21-0123   | Genl Govt/Facilities  | Refund ENG-21-0123                               | 300.00           |
| <b>SHELLY KIRSCHENMAN Total</b>            |          |               |                       |                                                  | <b>300.00</b>    |
| SLATECO LLC                                | 3589     | 3589-3        | Genl Govt/Facilities  | Gee Creek Trail                                  | (850.00)         |
|                                            |          |               | Public Works          | Gee Creek Trail                                  | 17,000.00        |
| <b>SLATECO LLC Total</b>                   |          |               |                       |                                                  | <b>16,150.00</b> |
| SUZANNAH GUIRSCH                           | 3728     | 3728-20220113 | Genl Govt/Facilities  | 1SAT Refund - Suzieq2u Designs                   | 25.00            |
| <b>SUZANNAH GUIRSCH Total</b>              |          |               |                       |                                                  | <b>25.00</b>     |
| THE GUNTER GROUP LLC                       | 3493     | 4315          | Community Development | SmartGov Consulting Services                     | 2,990.00         |
| <b>THE GUNTER GROUP LLC Total</b>          |          |               |                       |                                                  | <b>2,990.00</b>  |
| THE MASTERS TOUCH LLC                      | 1786     | 78918         | Public Works          | Delinquent Notices - Dec 2021                    | 379.16           |
|                                            |          | 77587         | Public Works          | Utility Statements - Oct 2021                    | 1,006.27         |
|                                            |          | P78914        | Public Works          | Final Bills - Postage - Nov 2021                 | 26.24            |
|                                            |          | P78918        | Public Works          | Delinquent Notices - Postage - Dec 2021          | 313.70           |
|                                            |          | 78914         | Public Works          | Final Bills - Nov 2021                           | 20.51            |
| <b>THE MASTERS TOUCH LLC Total</b>         |          |               |                       |                                                  | <b>1,745.88</b>  |
| THE PARR COMPANY                           | 964      | 26594099      | Public Works          | Water Supp                                       | 17.44            |
| <b>THE PARR COMPANY Total</b>              |          |               |                       |                                                  | <b>17.44</b>     |
| Thompson Megan                             | UB*00675 | (blank)       | Genl Govt/Facilities  | Refund Check 011215-000 2750 S Red Tail Loop     | 67.05            |
| <b>Thompson Megan Total</b>                |          |               |                       |                                                  | <b>67.05</b>     |
| Toms Angela & Scott                        | UB*00682 | (blank)       | Genl Govt/Facilities  | Refund Check 013502-000 1820 N 8th Way           | 79.19            |
| <b>Toms Angela &amp; Scott Total</b>       |          |               |                       |                                                  | <b>79.19</b>     |
| USA BLUEBOOK                               | 444      | 820921        | Public Works          | Water Supp                                       | 73.46            |
|                                            |          | 820922        | Public Works          | Water Meters                                     | 432.80           |
| <b>USA BLUEBOOK Total</b>                  |          |               |                       |                                                  | <b>506.26</b>    |
| WABO                                       | 1024     | 6902          | Community Development | WABO Membership Renewal - 2022                   | 95.00            |
| <b>WABO Total</b>                          |          |               |                       |                                                  | <b>95.00</b>     |
| Walker Ned & Nanette                       | UB*00688 | (blank)       | Genl Govt/Facilities  | Refund Check 010754-000 745 S 21st Pl            | 4.37             |
| <b>Walker Ned &amp; Nanette Total</b>      |          |               |                       |                                                  | <b>4.37</b>      |
| WALTER E. NELSON COMPANY                   | 3553     | 1663926       | Public Safety         | Paper Towels - PD                                | 51.16            |

Attachment: January 13, 2022 Claims Report (Approval of Claims And/Or Payroll)

# City of Ridgefield

## Claims Payment Report

For Approval on:

January 13, 2022

|                                             |      |          |                      |                                           |            |
|---------------------------------------------|------|----------|----------------------|-------------------------------------------|------------|
| WALTER E. NELSON COMPANY Total              |      |          |                      |                                           | 51.16      |
| WASHINGTON CITIES INSURANCE AUTHORITY       | 732  | 15389    | Genl Govt/Facilities | WCIA Liability/Program Assessments - 2022 | 329,477.00 |
| WASHINGTON CITIES INSURANCE AUTHORITY Total |      |          |                      |                                           | 329,477.00 |
| WILCO FARM STORE                            | 655  | 719497/6 | Public Works         | Parks/Streets Shovels                     | 363.03     |
| WILCO FARM STORE Total                      |      |          |                      |                                           | 363.03     |
| WOODLAND TRUE VALUE HARDWARE                | 1507 | B250337  | Public Works         | Water Supp                                | 45.59      |
| WOODLAND TRUE VALUE HARDWARE Total          |      |          |                      |                                           | 45.59      |
| Grand Total                                 |      |          |                      |                                           | 521,661.17 |

Attachment: January 13, 2022 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** January 13, 2022

**ITEM:**

**AGENDA ITEM TITLE:** Approval of Minutes from the December 16 and December 30 Meeting

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**AGENDA ITEM TITLE:**

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

**GOVERNING LEGISLATION:**

Not applicable

**PREVIOUS COUNCIL ACTION TAKEN:**

Not applicable

**SUMMARY/BACKGROUND:**

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

**BUDGET/FINANCIAL IMPACTS:**

Not applicable

**ACTION OR MOTION:**

Approve the minutes by making the following motion:

**1. "I move to approve the consent agenda"**

**STAFF CONTACT:** Julie Ferriss, City Clerk

**ATTACHMENTS:** 12-16-2021 (PDF)  
12-30-2021 (PDF)



## CITY OF RIDGEFIELD, WASHINGTON

### City Council MEETING MINUTES

December 16, 2021

Regular Meeting - 6:30 PM

#### GENERAL SESSION CALL TO ORDER - 6:30 PM

#### FLAG SALUTE

#### ROLL CALL

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

MOTION: Council Member Onslow moved to excuse Council Member Chipman from the meeting.

SECOND: Council Member Coker.

Motion passed.

#### LATE CHANGES TO THE AGENDA

Move Appointment of Planning Commission and Parks Board Member to after Recognition of Parks Board and Planning Commission.

#### RECOGNITION OF PARKS BOARD AND PLANNING COMMISSION MEMBERS

#### APPOINTMENT OF COMMISSION/BOARD MEMBERS

##### Appointment of Planning Commission Member - Richard Amerman

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Rob Aichele, Councilor                        |
| <b>SECONDER:</b> | Lee Wells, Councilor                          |
| <b>AYES:</b>     | Onslow, Wells, Stose, Lindsay, Aichele, Coker |
| <b>ABSENT:</b>   | Chipman                                       |

##### Appointment of Planning Commission Member - John Rose

Attachment: 12-16-2021 (Approval of Minutes)

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Ron Onslow, Councilor                         |
| <b>SECONDER:</b> | Rachel Coker, Councilor                       |
| <b>AYES:</b>     | Onslow, Wells, Stose, Lindsay, Aichele, Coker |
| <b>ABSENT:</b>   | Chipman                                       |

#### **Appointment of Parks Board Member - Sarah Scott**

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Jen Lindsay, Councilor                        |
| <b>SECONDER:</b> | Rachel Coker, Councilor                       |
| <b>AYES:</b>     | Onslow, Wells, Stose, Lindsay, Aichele, Coker |
| <b>ABSENT:</b>   | Chipman                                       |

#### **Appointment of Parks Board Member - Whitney Randall**

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Rachel Coker, Councilor                       |
| <b>SECONDER:</b> | Jen Lindsay, Councilor                        |
| <b>AYES:</b>     | Onslow, Wells, Stose, Lindsay, Aichele, Coker |
| <b>ABSENT:</b>   | Chipman                                       |

#### **Appointment of Parks Board Member - Bruce Carpenter**

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>SECONDER:</b> | Lee Wells, Rachel Coker                       |
| <b>AYES:</b>     | Onslow, Wells, Stose, Lindsay, Aichele, Coker |
| <b>ABSENT:</b>   | Chipman                                       |

#### **PUBLIC COMMENT**

None received.

#### **CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.**

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Rachel Coker, Councilor                       |
| <b>SECONDER:</b> | Ron Onslow, Councilor                         |
| <b>AYES:</b>     | Onslow, Wells, Stose, Lindsay, Aichele, Coker |
| <b>ABSENT:</b>   | Chipman                                       |

- 1. Approval of Minutes from the December 2, 2021 Meeting**
- 2. Approval of Claims And/Or Payroll**

#### **PRESENTATION**

- 1. Pink Patch Donation - Cathy Doriot, Lieutenant**
- 2. Splash Pad Presentation**
- 3. Fleet Study - Lease/Own Analysis Presentation**

#### **BUSINESS**

**1. First Reading of Ordinance No. 1360 - Authorization to Enter into a Lease Purchase Agreement for the Acquisition of a Vacuum Excavation Truck - Kirk Johnson, Finance Director**

Council included funding in the 2022 budget to enter into a lease-purchase agreement for a new truck. Staff have found a truck available through the Washington State DES contract and SWS Equipment, LLC. Staff had the truck onsite in Ridgefield for a demonstration and verified the included equipment would meet the needs of the city for all uses identified. The truck price is \$472,118.22. Lease-purchase payments would be \$75,228.44 annually for 7 years. The total cost with financing comes to \$526,599.08. Financing cost over the term of the agreement is \$54,480.86 for an annual interest rate of approximately 2% with a yield of 3.581% over the term of the agreement.

MOTION: MOVED TO WAIVE SECOND READING AND ADOPT ORDINANCE NO. 1360 AS PRESENTED.

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Rachel Coker, Councilor                       |
| <b>SECONDER:</b> | Rob Aichele, Councilor                        |
| <b>AYES:</b>     | Onslow, Wells, Stose, Lindsay, Aichele, Coker |
| <b>ABSENT:</b>   | Chipman                                       |

**2. First Reading of Ordinance No. 1361 – Ridgefield Municipal Code, Title 14 Housekeeping Update - Claire Lust, Community Development Director**

On June 24, 2021 Council adopted the provisions of the 2018 national model building codes (as amended by the Washington State Building Code Council) into RMC Title 14 - Buildings and Construction. During implementation of the updated codes over the past six months, the Building Official identified one amended provision of the 2018 International Residential Code (IRC) that staff, by error of omission, did not propose in June 2021.

MOTION: MOVED TO WAIVE SECOND READING AND ADOPT ORDINANCE NO. 1361 AS PRESENTED.

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Jen Lindsay, Councilor                        |
| <b>SECONDER:</b> | Rachel Coker, Councilor                       |
| <b>AYES:</b>     | Onslow, Wells, Stose, Lindsay, Aichele, Coker |
| <b>ABSENT:</b>   | Chipman                                       |

**3. Resolution No. 602 – Update to Master Fee Schedule - Kirk Johnson, Finance Director**

City staff periodically review the Master Fee Schedule to ensure fees are appropriate to cover services provided. Community Development and Finance staff have identified a few changes to the fee schedule that will implement the large lot plat process, more accurately cover services provided, streamline application payments, and/or clarify existing language and processes. Fee schedule includes index change to Traffic, Park and School impact fees effective January 1, 2022.

MOTION: MOVED TO APPROVE RESOLUTION NO. 602 AS PRESENTED.

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Rachel Coker, Councilor                       |
| <b>SECONDER:</b> | Ron Onslow, Councilor                         |
| <b>AYES:</b>     | Onslow, Wells, Stose, Lindsay, Aichele, Coker |
| <b>ABSENT:</b>   | Chipman                                       |

**PUBLIC COMMENT**

None received.

## **COUNCIL/PRESIDING OFFICER/STAFF REPORTS**

### **Council**

Council Member Lindsay - Attended Hometown Celebration, City Manager briefing, dropped off cookies at the Police Department.

Council Member Aichele - Attended Port of Ridgefield meeting, Main Street meeting, Greater Vancouver Chamber Legislative Outlook session.

Council Member Wells - Attended Hometown Celebration, 2 pre-application conferences.

Council Member Coker - Shout out to Megan for social media communication posts.

Council Member Onslow - City Manager briefing, RTC meeting, CTRAN meeting, AWC meeting, Hometown Celebration.

### **Mayor**

Attended most of the events mention this evening.

### **City Manager**

Public Works Director Bryan Kast - Road Rd project update.

Deputy City Manager - Thanked Council for providing staff support.

## **EXECUTIVE SESSION - COLLECTIVE BARGAINING**

**Pursuant to RCW 42.30.140(4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement.**

Mayor Stose announced that City Council will enter into Executive Session to discuss Collective Bargaining pursuant to RCW 42.30.140(4)(a) for approximately 30 minutes and no action is anticipated (8:22PM).

Attendees: City Council, City Manager Steve Stuart, Deputy City Manager Lee Knottnerus, Lieutenant Cathy Doriot.

At 8:51PM, Mayor Stose reconvene the meeting and adjourn.

**ADJOURN - [8:51 PM](#)**

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Julie Ferriss, City Clerk

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Don Stose, Mayor

Attachment: 12-16-2021 (Approval of Minutes)



**CITY OF RIDGEFIELD, WASHINGTON**  
**City Council MEETING MINUTES**  
**December 30, 2021**

**Special Meeting - 1:00 PM**

**GENERAL SESSION CALL TO ORDER - 1:00PM**

**FLAG SALUTE**

**ROLL CALL**

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

**LATE CHANGES TO THE AGENDA**

**OATH OF OFFICE FOR NEWLY ELECTED COUNCIL MEMBERS**

**CONSENT AGENDA**

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                             |
| <b>MOVER:</b>    | Rachel Coker, Councilor                                |
| <b>SECONDER:</b> | Ron Onslow, Councilor                                  |
| <b>AYES:</b>     | Onslow, Wells, Stose, Lindsay, Aichele, Chipman, Coker |

**1. Approval of Claims And/Or Payroll**

**ADJOURN - [1:04 PM](#)**

\_\_\_\_\_  
 Julie Ferriss, City Clerk

\_\_\_\_\_  
 Don Stose, Mayor

Attachment: 12-30-2021 (Approval of Minutes)

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** January 13, 2022

**ITEM:**

**AGENDA ITEM TITLE:** Approval of City Manager 2021-2022 Initiatives

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**Approval of City Manager 2021-2022 Initiatives**

**STAFF CONTACT:** Steve Stuart, City Manager

**ATTACHMENTS:** CM Evaluation Form 2021-2022 (PDF)

**City of Ridgefield, WA**  
**2021-2022 City Manager Annual Performance Evaluation**  
**City Council Feedback Form**

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**Evaluation Completed By:** \_\_\_\_\_

**Evaluation Period:** Twelve Months: April 15, 2021 – April 14, 2022

**Purpose of the Evaluation Form**

The City Manager Evaluation Form provides the opportunity for City Council members to provide feedback to the City Manager on performance across a number of attributes. The form uses a rating scale to obtain an objective measure of each rater's subjective assessment of how well the City Manager is doing in each evaluation category. The evaluation categories represent characteristics established by the City Council as areas they are interested in evaluating. Feedback from the form will be kept confidential and will be aggregated into a summary evaluation that will be provided to the full Council and the City Manager as part of the overall evaluation process. Refer to the City Manager Evaluation Process Framework for a summary of the entire process.

**Instructions**

This evaluation form contains a total of five evaluation categories related to the professional skills and responsibilities of the City Manager: Leadership, Partnerships, Community Development, Organizational Management and Communication. Each category contains several characteristics describing performance expectations in that area. For each category, use the scale described below to indicate your rating of the City Manager's performance and enter that number in the rating box. The expectation is that you will have enough information to provide a rating for each category. If you don't feel you have enough information to rate a specific category place a "N/A" in the space for the rating. Low ratings (3 and below) indicate challenge areas and high ratings (7 and above) indicate strengths.

Rating Scale:

| Unacceptable |   | Needs Improvement |   | Average |   |   | Good/Very Good |   | Excellent |    |
|--------------|---|-------------------|---|---------|---|---|----------------|---|-----------|----|
| 0            | 1 | 2                 | 3 | 4       | 5 | 6 | 7              | 8 | 9         | 10 |

Narrative comments on the City Manager's performance are encouraged and a space is provided at the end of the rating form to provide them along with significant accomplishments and/or areas for improvement. If applicable, note the question number that relates to the comment.

City of Ridgefield, WA  
 2021-2022 City Manager Annual Performance Evaluation  
 City Council Feedback Form

## Leadership

| Council Leadership                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>Consider:</b> <ul style="list-style-type: none"> <li>• Maintains consistent and adequate availability to Council</li> <li>• Works with Council members to help translate their thoughts and ideas into cohesive City policy proposals</li> <li>• Able to recognize Council direction, despite possible differences from the advice of the City Manager, and successfully executes their policy directive</li> <li>• Effectively facilitates key projects, such as the annual budget and Council goal-setting processes</li> <li>• Ensures Council members are thoroughly informed of City plans and activities through staff reports, memoranda, and personal briefings</li> </ul> | <b>Rating (1-10):</b> |
| Community Leadership                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |
| <b>Consider:</b> <ul style="list-style-type: none"> <li>• Acts professionally and with respect, courtesy, and sensitivity to the public, and promotes the same behavior in employees of the City</li> <li>• Provides a high level of customer service, including timely follow through on citizen requests and complaints</li> <li>• Generates an overall sense of community satisfaction with the City's administrative and service obligations</li> </ul>                                                                                                                                                                                                                           | <b>Rating (1-10):</b> |

## Partnerships

| Government Partnerships                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>Consider:</b> <ul style="list-style-type: none"> <li>• Relationships with:               <ul style="list-style-type: none"> <li>▪ Port of Ridgefield</li> <li>▪ Clark Regional Wastewater District (CRWWD); Clark Public Utilities</li> <li>▪ Ridgefield School District</li> <li>▪ Columbia River Economic Development Council</li> <li>▪ Ridgefield National Wildlife Refuge</li> <li>▪ Other local governments in the region: Cowlitz Tribe, Clark County, Cowlitz-Clark Fire &amp; Rescue, Fort Vancouver Regional Library, and other cities</li> <li>▪ Key state agencies such as the Departments of Transportation and Ecology</li> </ul> </li> </ul> | <b>Rating (1-10):</b> |
| Legislative Partnerships                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |

City of Ridgefield, WA  
 2021-2022 City Manager Annual Performance Evaluation  
 City Council Feedback Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b><u>Consider:</u></b> <ul style="list-style-type: none"> <li>Relationship with the City's State and Federal legislative delegation</li> <li>Relationships with organizations such as the AWC that advocate for legislation and policies beneficial to the City</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b><u>Rating (1-10):</u></b> |
| <b>Community Partnerships</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                              |
| <b><u>Consider:</u></b> <ul style="list-style-type: none"> <li>Relationships with:           <ul style="list-style-type: none"> <li>Ridgefield Chamber of Commerce</li> <li>Ridgefield Main Street Program</li> <li>Parks Foundation and the Friends of the Refuge</li> <li>Local and regional businesses and business advocacy groups</li> <li>Development community</li> <li>Neighborhood and community leaders</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                  | <b><u>Rating (1-10):</u></b> |
| <b>Community Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                              |
| <b>Planning &amp; Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                              |
| <b><u>Consider:</u></b> <ul style="list-style-type: none"> <li>Updates and maintains the City's various planning documents to make sure they help the City manage and respond to growth and its impacts</li> <li>Supports the development of and relationships between the distinct areas of the City: I-5 Junction, residential areas, downtown &amp; the waterfront</li> <li>Integrates green development/sustainability concepts into the City's land use planning and development permit processes</li> <li>Supports an effective City Planning Commission</li> <li>Supports an effective City Parks &amp; Recreation Advisory Board</li> <li>Develops and maintains ways to get community feedback on community priorities and how the City can support those priorities</li> </ul>  | <b><u>Rating (1-10):</u></b> |
| <b>Infrastructure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                              |
| <b><u>Consider:</u></b> <ul style="list-style-type: none"> <li>Effectively plans for the development of the City's <u>transportation</u> infrastructure to support City growth and development</li> <li>Effectively plans for the development of the City's <u>water</u> service infrastructure to support City growth and development</li> <li>Effectively works with CRWD for the development of the City's <u>sewer</u> service infrastructure to support City growth and development</li> <li>Effectively plans for the development of the City's <u>parks, recreation and trail</u> infrastructure to support City growth and development</li> <li>Effectively plans for the development of the City's <u>other infrastructure</u> to support City growth and development</li> </ul> | <b><u>Rating (1-10):</u></b> |
| <b>Economic Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                              |

City of Ridgefield, WA  
 2021-2022 City Manager Annual Performance Evaluation  
 City Council Feedback Form

|                                                                                                                                                                                                                                                                                                                                                      |                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b><u>Consider:</u></b> <ul style="list-style-type: none"> <li>• Develops and implements appropriate economic development strategies within the resources provided</li> <li>• Actively works to recruit and retain businesses in Ridgefield</li> <li>• Implements policies and programs to support a vibrant downtown commercial district</li> </ul> | <b><u>Rating (1-10):</u></b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|

### Organizational Management

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>Policy and Program Implementation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                              |
| <b><u>Consider:</u></b> <ul style="list-style-type: none"> <li>• Effectively plans and organizes work that results from Council policies or direction and ensures it is carried out in a timely manner</li> <li>• Oversees existing programs and services to ensure continued effectiveness and implements new programs adopted by the City Council</li> <li>• Effectively implements the City's strategic initiatives as prioritized and funded by the City Council (<i>see separate Strategic Initiative assessment</i>)</li> <li>• Ensures organized responses to public requests and complaints, as well as to concerns brought to the attention of staff by the City Council</li> </ul> | <b><u>Rating (1-10):</u></b> |
| <b>Financial Management</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                              |
| <b><u>Consider:</u></b> <ul style="list-style-type: none"> <li>• Manages the financial resources of the City to ensure the City maintains a sound financial condition and receives clean audits</li> <li>• Effectively aids the Council in developing a realistic budget that meets the Council's goals</li> <li>• Communicates concerns in a timely manner to the Council regarding issues that may significantly affect the City's fiscal condition</li> <li>• Makes management decisions with a concern for cost-effectiveness</li> <li>• Oversees the City's various capital projects to ensure that they are accomplished on time and within budget</li> </ul>                          | <b><u>Rating (1-10):</u></b> |

### Communication

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>Personal Communication</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                              |
| <b><u>Consider:</u></b> <ul style="list-style-type: none"> <li>• Presents self in a positive manner and provides simple and logical explanations to complicated issues when speaking in public</li> <li>• Expresses ideas in a concise, factual and sequential manner that is easy to follow and understand</li> <li>• Actively listens to others and treats people with respect and courtesy</li> <li>• Able to work with others who have different perspectives or opinions</li> <li>• Provides timely and effective information to City Council; adheres to a "no surprises" policy for City Council</li> </ul> | <b><u>Rating (1-10):</u></b> |

City of Ridgefield, WA  
 2021-2022 City Manager Annual Performance Evaluation  
 City Council Feedback Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                              |
| <b>External Communication</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                              |
| <b><u>Consider:</u></b> <ul style="list-style-type: none"> <li>• Maintains an effective City web site that provides timely and useful information to the public</li> <li>• Provides timely and effective responses to public information requests; Communicates in a courteous, equitable, and professional manner</li> <li>• Maintains an organization that is open to meeting with the public and responsive to requests for information</li> <li>• Provides regular communication with the City's key partners</li> <li>• Provides regular communication with the City's legislative delegation</li> <li>• Manages communication with the news media in a courteous, equitable, and professional manner</li> </ul> | <b><u>Rating (1-10):</u></b> |

**Narrative Comments/Significant Accomplishments/Areas for Improvement**

City of Ridgefield, WA  
 2021-2022 City Manager Annual Performance Evaluation  
 City Council Feedback Form

**Strategic Initiative Assessment (Rating: 1 = Poor; 5 = Excellent)**

| ID        | Initiative                                                                                                                                                      | Completed in a Timely Manner | Completed Effectively |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------|
| <b>1)</b> | <b>Partnerships</b>                                                                                                                                             |                              |                       |
| a.        | RAA: Develop process for RAA to be more engaged in artwork around city (e.g. overpass, Otis Alley)                                                              |                              |                       |
| b.        | Public Works Ops building leased, improvements planned and implemented, and move-in substantially complete                                                      |                              |                       |
| c.        | Port: Successful completion and opening of Pioneer Street Overpass project                                                                                      |                              |                       |
| d.        | Long-term water supply secured, including public or private water rights or agreements, to support growth                                                       |                              |                       |
| e.        | Education: work with RSD on new elementary school project; begin planning and development work for Clark College at Boschma Farms (both college and foundation) |                              |                       |
| <b>2)</b> | <b>Projects</b>                                                                                                                                                 |                              |                       |
| a.        | Opening of commercial businesses along Pioneer Street from I-5 West including Royle Road businesses                                                             |                              |                       |
| b.        | Oliva property zoning, DA, and economic catalyst program completed through Council                                                                              |                              |                       |
| c.        | Update city code for drive thru businesses                                                                                                                      |                              |                       |
| d.        | YMCA partnerships and design complete                                                                                                                           |                              |                       |
| e.        | Library, including CDD demo for parking, final                                                                                                                  |                              |                       |
| f.        | Continue transition to State storm water requirements for 10k+ cities.                                                                                          |                              |                       |
| g.        | Finalize contract and details for 2021 bottling of Ridgefield Roundabout Red wine; and Council purpose and goals                                                |                              |                       |
| h.        | New Police building construction underway, lease details finalized, and uses for old building to Council                                                        |                              |                       |
| i.        | Pavement preservation program: Develop pavement condition index, id funding options, take to voters                                                             |                              |                       |
| j.        | Overlook Park Splash Pad design and funding complete, ready for 2022 construction                                                                               |                              |                       |
| k.        | Parks: Design for Horns Corner Park and Refuge Park                                                                                                             |                              |                       |

Attachment: CM Evaluation Form 2021-2022 (City Manager 2021-2022 Initiatives)

**City of Ridgefield, WA**  
**2021-2022 City Manager Annual Performance Evaluation**  
**City Council Feedback Form**

|           |                                                                                                                                                               |  |  |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| l.        | Trails: Progress on Gee Creek and Smythe Road Trails, including evaluation of covered bridge at Gee Creek                                                     |  |  |
| m.        | I-5 Overpass ped screens funded and under construction, with art selected for I-5 and rail overpasses                                                         |  |  |
| n.        | I-5 South Access Project: Pre-Design work complete (including narrowing of routes) and design work underway                                                   |  |  |
| o.        | Pioneer Street widening project design complete and funding strategy developed                                                                                |  |  |
| p.        | Royle Road: funding, design, and construction progress                                                                                                        |  |  |
| <b>3)</b> | <b>Organizational Management</b>                                                                                                                              |  |  |
| a.        | Be agile and adaptive to COVID pandemic requirements for policy direction, Council meetings, City staffing and communication to public                        |  |  |
| b.        | Schedule and complete virtual or live field visits with department staff throughout the organization, to better learn their thoughts/concerns.                |  |  |
| c.        | Develop a strategic plan for City's initiatives for diversity, equity and inclusion, adopting best practices                                                  |  |  |
| d.        | Hire and retain quality employees                                                                                                                             |  |  |
| <b>4)</b> | <b>Communication</b>                                                                                                                                          |  |  |
| a.        | Publish regular City updates internally for Staff and externally for City residents (modeled after Council briefings), adapting to COVID pandemic constraints |  |  |
| b.        | Policy development, communication, and delivery of COVID federal funds to support residents and businesses                                                    |  |  |
| c.        | Complete website update and enhance online communications                                                                                                     |  |  |
| d.        | Positive press for the city                                                                                                                                   |  |  |
| <b>5)</b> | <b>City Manager Professional Development</b>                                                                                                                  |  |  |
| a.        | Attend at least one training session focusing on diversity, equity, and inclusion; and one training to keep legal certification                               |  |  |
| b.        | Represent the City/Council at local/regional/national conference to share Ridgefield's story                                                                  |  |  |

**Strategic Initiative Assessment Comments**

**City of Ridgefield, WA**  
**2021-2022 City Manager Annual Performance Evaluation**  
**City Council Feedback Form**

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Provide any narrative comments related to your Strategic Initiative ratings below. Note the initiative ID for each comment.

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** January 13, 2022

**ITEM:**

**AGENDA ITEM TITLE:** Community Experience Survey Update

---

**Community Experience Survey Update**

**STAFF CONTACT:** Lee Knottnerus, Deputy City Manager

**ATTACHMENTS:**

## **CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** January 13, 2022

**ITEM:**

**AGENDA ITEM TITLE:** Motion - Approval of RPOA Collective Bargaining Agreement

---

**GOVERNING LEGISLATION:**

RCW 41.56 Public Employers Collective Bargaining Act

**PREVIOUS COUNCIL ACTION TAKEN:**

None.

**BACKGROUND:**

The current collective bargaining agreement between the City of Ridgefield and the Ridgefield Police Officers Association ("RPOA") expired on December 31, 2021.

The City and the RPOA entered into contract negotiations for a new labor agreement in October 2021. Through use of the interest based bargaining process, a process of group participation and consensual decision-making, the parties mutually agreed on solutions to all operational and economic issues. Several of the major operational issues that were discussed and resolved include:

1. Modified shift schedules to minimize officer fatigue, provide maximum service during high call load times of the day and help to assure better back-up coverage for officer safety.
2. Created a detective assignment to more effectively focus on comprehensive, more detailed investigations and maximize officers available for patrol.
3. Modified schedules and procedures to allow for two new officer positions and promotion of two additional sergeants in 2022.

The changes to the compensation and benefit package for officers was determined by

reviewing cost-of-living increases in the area and by comparing Ridgefield's compensation and benefit package to similar sized jurisdictions throughout the state as well as to other police agencies in southwest Washington. The research showed that officer and sergeant wages are below the wages of comparable and nearby jurisdictions and that the salary structure could be improved for recruitment, retention and career development. Therefore, the salary structure was modified including increasing the number of steps in the wage ranges, assuring a consistent percentage between steps and wage increases to assure competitive and fair compensation for police officers and sergeants as follows:

January 1, 2022: due to changes in salary structure, ranges from 2.1% to 4%

January 1, 2023 4%

January 1, 2024: 5%

The Ridgefield Police Officers Association approved the proposed agreement on or about December 21, 2021.

#### **BUDGET/FINANCIAL IMPACTS:**

The cost of the compensation increase for 2022 is within the approved 2022 budget.

#### **RECOMMENDED ACTION OR MOTION:**

Staff recommends that City Council approve the agreement with the following motion:

**“I move to approve the 2022-2024 labor agreement between the City of Ridgefield and the Ridgefield Police Officers Association and authorize the City Manager to sign the agreement.”**

**STAFF CONTACT:** Lee Knottnerus, Deputy City Manager

**ATTACHMENTS:** Contract.Final.Redline.2022 (DOC)

**AGREEMENT BY AND BETWEEN  
THE CITY OF RIDGEFIELD  
and  
RIDGEFIELD POLICE OFFICERS' ASSOCIATION**

Effective Dates:  
January 1, 2022 through December 31, 2024

THIS AGREEMENT is made by and between the CITY OF RIDGEFIELD POLICE DEPARTMENT, a municipal corporation of the State of Washington, hereinafter referred to as the Employer, and Ridgefield Police Officers' Association, hereinafter referred to as the Association.

**ARTICLE 1 – RECOGNITION**

- 1.01 The Employer recognizes the Association as the exclusive bargaining unit for all full-time employees within the following classifications:  
Police Officer  
Police Sergeant
- 1.02 A regular full time employee shall be defined as an employee who has been certified by the Ridgefield Civil Service Commission and hired by the City to a position listed in Article 1.01. A regular full-time employee is further defined as an employee who regularly works a full time work schedule of a minimum of forty (40) hours per week on a continuing basis

**ARTICLE 2 – MAINTENANCE OF MEMBERSHIP**

- 2.01 ~~Only members in good standing in the Association shall be retained in employment. For the purpose of this Section, members in good standing shall be defined as employee members of the Association who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.~~
- 2.02 ~~Within thirty (30) days from the employee's date of hire he/she shall either join the Association or pay an amount equivalent to the Association's regular dues to the Association as a service fee to defray the costs of collective bargaining or in accordance with RCW 41.56.122 the employee shall contribute an amount equivalent to the regular Association dues to a charity mutually agreed upon between the employee and the Association.~~
- 2.03 RPOA will notify the Employer of its initiation fees and dues. Upon the written authorization of an employee the Employer shall deduct from the wages of each employee initiation fees, ~~assessments and and dues~~, once each month, ~~Association dues~~ and shall deliver such sums to the Association's Secretary-Treasurer with a list of those employees involved. The Employee shall return the authorization form to ~~the City Clerk~~ Human Resources within 30 days of the date of hire. If any employee is not to receive a wage or the wage is not a sum sufficient to satisfy the assignment, no collection shall be made from the employee for said month.

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2.032.04 An employee may revoke his or her authorization for payroll deduction of payments to RPOA by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the employer's receipt of the employee's written notice. The Employer will notify RPOA of the revocation.

2.042.05 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to all protected classes, unless there is a bona fide occupational qualification.

- (a) Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- (b) The Employer shall not discharge or discriminate against any employee because of their membership in or activities on behalf of the Association.

2.052.06 The Association shall hold the Employer harmless from any claims filed by any employee arising out of the Association's enforcement of membership provisions of this Agreement.

2.062.07 The members of the Association negotiation committee shall be granted leave from duty with full pay for all meetings between the Employer and the Association for the purpose of negotiating the terms of a contract, when such meetings take place at the time during which such members are scheduled to be on duty. The Association negotiation team members that will be granted leave from duty with full pay shall be limited to one individual. All other members of the Association team will be required to use compensatory time, or vacation leave if scheduled for duty during negotiations.

2.072.08 A member authorized to represent the Association shall be granted reasonable release time from duty with full pay for the purpose of employee representation and processing grievances, when such activities take place at a time during which such members are scheduled to be on duty; provided, however, should any emergency arise during such activities, release time shall be suspended until the emergency is resolved.

2.082.09 Duly authorized representatives of the Association may visit the work location of employees with 48 hours notice to the Employer provided that such visitation does not interfere with the performance of duties by employees. Such representative shall limit his activities during such visitations to matters relating to this Agreement.

2.092.10 The Employer shall provide space for an Association bulletin board, to be located conspicuously at the Police Department.

2.102.11 Provisional or temporary employees shall not be subject to the terms of this agreement. Further, provisional or temporary employees shall not be eligible for membership in the Association. The City agrees to limit the use of provisional or temporary employees to only those times when there is a vacancy

in a permanent position and there is no valid civil service new hire or lateral hiring list.

2.112.12 The parties recognize that efforts will be made to hold official union meetings during employees' non-working hours or, if during working hours, during the on-duty employees' scheduled lunch period. If it is not possible to schedule the meeting during nonworking hours for all union members, the following actions will be taken:

- (a) The union and employer will act in good faith to agree upon a time for the meeting that best suits both parties taking into account the City's operational requirements.
- (b) Any officer attending the meeting who is on-duty shall remain call responsive.
- (c) The union must give the Chief and/or Lieutenant notice of the date, time and expected length of any union meeting as soon as the meeting date is known.
- (d) With limited flexibility, the union will assure that the meeting involves a maximum of one hour of on-duty (non-lunch period) time.
- (e) The meeting will be scheduled within City limits.
- (f) Work must resume as soon as practicable after the meeting.
- (g) No maximum number of meetings is established. However, the parties understand that there should generally be no more than one meeting per month involving an officer(s) who is on-duty (not during a scheduled lunch period). The parties further understand that there will need to be some flexibility with this condition during contract negotiations.

### ARTICLE 3 – MANAGEMENT RIGHTS

3.01 It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate the agency and to command and direct the employees of the Police Department. These authorities and responsibilities include, but are not limited to the following:

- (a) To exclusively determine and execute its mission, policies, and all standards of service provided to the public.
- (b) To plan, direct, schedule, command, and control the service operations furnished by the members of the Employer.
- (c) To recruit, hire, train, assign, transfer, test, evaluate and promote members within the Department. (Provided that evaluations may be subject to the Grievance procedure outlined in Article 11 only if the evaluation is used as an underlying reason for future disciplinary action.) Additionally, if there are any

adverse ratings or comments written on the evaluation, the Association member will have seven (7) days to provide a written response to the adverse rating or comment. The written response will be attached to the evaluation and retained for the same period of time the evaluation is retained.

- (d) To suspend, demote, discharge or take other disciplinary actions for just cause. Provided that probationary employees are not subject to the "just cause" provisions of this Agreement.
- (e) To set standards of service, including quantity and quality of work to be performed and the responsibility to maintain the efficiency of operations.
- (f) To command and direct the workforce including taking whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.
- (g) To establish, publish, and enforce lawful rules and regulations which govern the routine functions of the Employer.
- (h) To determine types and usage of all authorized equipment. (Unless otherwise specified in this Agreement.)
- (i) Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City Government and the rights and obligations owed to the electorate; provided, nothing herein shall be construed to waive the Employer's obligation to bargain over changes in mandatory subjects or the impacts thereof.
- (j) Nothing in this Article shall be interpreted to detract or waive the rights of the Association to bargain over changes in mandatory subjects or the impacts thereof.

3.02 Provided, the terms, conditions and practices established under this agreement regarding tenure and eligibility for continued employment shall remain in full force and effect regardless of the adoption of subsequent City policies, procedures or Civil Service Rules.

3.03 Access to Personnel Files. All employees have the right to view their entire personnel files. Employees wishing to view said file shall give the Department and City Clerk 5 calendar days advanced notice and establishing an agreed time and place. An employee shall be permitted to read any disciplinary material affecting his/her employment before it is placed in a personnel file. The employee shall be allowed to rebut such statements in writing (such rebuttal will be attached to the file copy of statement). The Employer will notify employees before any additions of disciplinary or negative performance are made to the individual's file.

#### ARTICLE 4 – HOURS OF WORK AND OVERTIME

- 4.01 Assigned Work Shifts for Police Officers. The normal work shift shall be 11 hours, with set starting and stopping times and normal interruptions for rest periods. Work shifts shall be four consecutive days on shift, followed by four consecutive days off shift, for an 8-day workweek.

The shift configuration shall consist of ~~three~~ four, 11-hours shifts:

- Early Day (ED): 6AM – 5PM
- Late Day (LD): 8AM – 7PM
- Early Grave (EG): 5PM – 4AM
- Late Grave (LG): 7PM – 6AM

~~a-day shift, swing shift and night shift.~~ In instances where one of the ~~three~~ four shifts is vacant due to an officer attending training, on vacation, compensatory time, sick leave, or other duties, the procedure outlined in Article 5, Providing 24/7 Coverage, will be followed to provide continuation of 24-hour law enforcement coverage.

The shift configuration shall consist of three, 11-hours shifts; a day shift, swing shift, and night shift. In instances where one of the three shifts is vacant due to an officer attending training, on vacation, compensatory time, sick leave, or other duties, the procedure outlined in Article 5, Providing 24/7 Coverage, will be followed to provide continuation of 24-hour law enforcement coverage.

Officers on this work schedule shall have an additional day of training consisting of 11 hours that shall not be considered overtime six times per year and not more than one training day will be scheduled in a calendar month. Management will identify mandatory training days that will not be included in the bid process prior to the date scheduled for shift bid; for other training dates management will attempt to schedule training days by January 1<sup>st</sup> for the upcoming year and efforts will be made to provide thirty (30) days' notice to the officers unless circumstances prohibit doing so. This training day will result in officers working five consecutive days that week, each consisting of 11 hours either preceded or followed by, three consecutive days off.

Should the need arise for the Department to change the established starting and stopping time, the parties agree to immediately meet regarding the changes. In situations where an officer attends training or similar work-related activity, the Chief or designate shift scheduling supervisor, shall have the discretion to schedule rest time for the officer while still achieving the 44-hour/8-day work period without incurring overtime.

- 4.02 Assigned Work Shifts for Police Sergeants.  
Upon promotion, sergeants will be assigned to the following shifts for training:  
Early Days for six sets, with three sets on A-side and three sets on B-side.

With four Police Sergeants, the assigned work shifts following the training period shall be:

Early Days (A and B side)  
Early Graves (A and B side)

~~Recognizing that flexibility is required in the scheduling of assignments for sergeants; they shall have normal assigned work schedules as follows:~~

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- ~~(a) The normal work shift shall be 11 hours beginning between 10:00 AM and 2:00 PM with normal interruptions for rest and meal periods; and~~  
~~(b) Work shifts shall be four consecutive days on shift, followed by four consecutive days off shift, for an 8 day workweek with one sergeant assigned to A side and one sergeant assigned to B side.~~

~~The normal assigned work schedule shall be memorialized in memorandum form.~~

Sergeants will have the ability to flex normally scheduled work shift on a temporary basis based on job duties. If a sergeant is required to adjust his/her work shift with less than 24 hours' notice, the sergeant will be entitled to overtime compensation for the hours worked outside of the normal scheduled work shift.

Sergeants shall have mandatory training days consistent with training days for officers as outlined in this contract.

~~Sergeants on this work schedule shall have an additional "administrative" day consisting of 11 hours that shall not be considered overtime six times per year and not more than one administrative day shall be scheduled in a calendar month. This administrative day will result in sergeants working five consecutive days that week, each consisting of 11 hours either preceded or followed by, three consecutive days off.~~

- 4.03 Work Week. The parties agree to a non-standard work period under Section 7(k) of the Fair Labor Standards Act.

The Chief has the sole discretion and ability to modify shift scheduling and retain flexibility in extenuating circumstances arising from training, vacations, compensatory time, and other non-scheduled events. This flexed schedule would be at the Chief's discretion.

- 4.04 Shift Bid and Rotation Process.

- (a) A new shift rotation will begin January of each year and employees will be given an opportunity to bid for these shifts.
1. Shift bids will be made based on seniority in class beginning on the date of hire for officers and date of promotion for sergeants.
  2. Sergeants will complete their shift bid separately from and prior to the officers bid process.
  3. The Association will complete the bid process by November 20 and the following year schedule shall be finalized and posted by November 30.

4. Officers may trade shifts assigned through this shift bidding process due to extenuating circumstances, subject to the Employer's approval. Shift trades may only be made upon approval of the Chief.

(b) Officers and Sergeants will remain in this shift for six (6) months. At that time, shifts shall rotate as follows: from day to swing, swing to night, night to day shift.

1. For Officers:

- Early Days to Early Graves
- Late Days to Late Graves
- Early Graves to Early Days
- Late Graves to Late Days

2. For Sergeants:

- Early Days to Early Graves
- Early Graves to Early Days

For Officers Only: Rotations will not occur IF two officers mutually agree that they would prefer not to rotate and all of the following occurs:

1. The officers are on the same side (A-side or B-side);
2. The lack of rotation only impacts the two officers;
3. The officers make a joint request to the Chief to remain in their shift without rotating; and
4. The Chief (or designee) provides approval.

If the Chief (or designee) does not approve the request, he/she will articulate the reason for denying the request and the officers will rotate. The Chief retains sole discretion to approve or deny a request.

Officers may trade shifts assigned through this shift bidding process due to extenuating circumstances, subject to the Employer's approval.

In extenuating circumstances such as termination, employee development or training, long-term disability or other long-term leave, the Chief may reassign an employee's position in the rotation.

- 4.05 Shift Transition. One time per year, due to the shift bid, officers may transition from A side to B side, or vice versa. Due to the transition, some officers have been scheduled to work eight (8) consecutive days and other officers have been scheduled to be off for eight (8) consecutive days.

To alleviate this problem, the Department has agreed to the following:

1. The transition process will start at the first A side/B side break after the new year.
2. The officer(s) who would have been scheduled to work eight (8) consecutive days in a row, will be given the 5<sup>th</sup> and 6<sup>th</sup> days off.

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3. The officer(s) who would have been scheduled to have the eight consecutive days off, shall be scheduled to work the 5<sup>th</sup> and 6<sup>th</sup> days of the transition period. The officer(s) will be paid an overtime rate of time and one-half his/her regular rate of pay for hours worked on the 5<sup>th</sup> and 6<sup>th</sup> days.
4. After the transition period, the officers will resume their regularly scheduled shifts as bid.

This agreement is initially effective for the 2021-22 shift bid transition and either party may reopen for bargaining within thirty (30) days after the ending of the transition period. If neither party reopens for bargaining, the agreement will remain in place until the end of the contract.

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- 4.05 Breaks. Employees shall be afforded two 15 minute breaks and 1 hour paid meal break each shift.
- 4.06 Overtime Hours. Overtime shall be compensated at the rate of one and one-half times the regular hourly rate of pay using an assumed annual average of 2,080 hours worked for all full-time employees. Employees will be paid at the overtime rate for all hours worked outside of a scheduled shift. The mandatory training days outlined in Section 4.01 are scheduled shifts and will not be considered overtime. Under no circumstance will overtime accrue for hours paid that are not actually worked. When possible, overtime must be pre-approved.
- 4.07 Call-back or Call-In Pay. Call-back or Call-in pay (other than a continuation of a regular shift) shall be for a guaranteed minimum period of two (2) hours at one and one-half times (1 ½) the regular hourly rate.
- (a) Officers shall not be assigned additional duties beyond those that occasioned the original call in when an officer is required to appear in court either as a witness in a matter arising from the employee's work or as required in assisting with another employee's case. Any such employee shall be guaranteed two (2) hours compensation at one and one-half time (1 ½) the regular hourly rate. Provided, the minimum call-back compensation shall apply in instances where a subpoena is not cancelled twenty-four (24) hours prior to the scheduled appearance.
- (b) Prescheduled meetings (except Court or court related) ) with twenty-four (24) or more hours notice shall not be considered call-back and shall not be eligible for the call-back premium. Prescheduled meetings with less than twenty-four (24) hours notice shall be considered call-back.
- 4.08 Out-of-Class Pay. Should an employee be required by the City to work out of his/her classification in the capacity of a Supervisor ~~or Chief~~, for one full shift or longer, the employee shall be paid at the rate of pay for such higher classification for all hours worked in the higher classification. Any overtime worked in any of these capacities shall be paid at the overtime rate of the higher classification.

The employee that is assigned the higher classification position ~~would~~ may also be required to assume the shift assignment of the position.

An employee working out-of-class in a supervisory position will be paid the great of either:

1. The step in the supervisory salary range closest to and greater than 5% of the employee's then current rate of pay, not to exceed the top of the salary range, OR
2. The first step of the supervisory salary range.

- 4.09 Compensatory Time. Employees shall have the option to receive compensatory time off for overtime worked, provided, however, the compensatory time earned must be used in compliance with federal and state law. Officers may not accrue more than one hundred-twenty (120) hours of compensatory time. Any overtime worked once an officer has accumulated one hundred-twenty (120) hours of compensatory time will be paid directly as overtime earned. Should the employee be unable to take compensatory time off within the time frame set forth by federal and state law, the employee shall receive pay for all compensatory time not used.

Members may, upon 31 days notice to the City, "cash out" accrued but unused compensatory time.

#### ARTICLE 5 – PROVIDING 24/7 COVERAGE

The parties share an interest in providing effective law enforcement services for the citizens of Ridgefield and having a Ridgefield police officer on-duty 24/7. To do so, the parties agree to the following procedure when an officer is unable to report for duty for his/her scheduled shift:

- 5.01 Procedure for Coverage When Officer Unable to Report Without Advance Notice. The following procedure will apply when an officer is unable to report for duty for his/her scheduled shift and there is less than 72 hours notice of the need for coverage:
- (a) If the need for shift coverage is for three (3) hours or less, the hours may be covered by extending the shift of an officer regularly scheduled for duty, by the sergeant, lieutenant or chief of police providing coverage, or by another police agency.
    1. For the first 10 instances each year, the City will have sole discretion as to how the three (3) hour period will be covered. If an officer provides coverage, it will not count toward the 10 instances.
    2. Following the 10 instances, the hours will be covered by expanding the two remaining 12 hour shifts.

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- (b) If the need for shift coverage is longer than three (3) hours, the City will contact officers to report for duty in the order of department seniority, with the most senior officer being contacted first.
- (c) If an officer does not voluntarily report for duty, the City will order an eligible officer to report for duty by contacting officers in the reverse order of department seniority, with the least senior officer being contacted first. If there is a need for shift coverage for a consecutive shift, the City will order the next least senior officer to report for duty. The City will use the definition in Article 5.01(d) to determine eligibility.
- (d) If no officer is available to cover the shift, the City will provide coverage in the following order: Sergeant, ~~Lieutenant or Chief of Police~~, a police agency other than Ridgefield.
- (e) An officer is NOT eligible to be ordered to report to duty under any of the following circumstances:
  1. He/she is unable to perform the essential duties of the police officer position due to illness, injury or fatigue.
  2. He/she is under the influence of drugs or alcohol at a level that would prohibit him/her from working.
  3. He/she is away from work on protected leave including FMLA, ADA accommodation, administrative, or bereavement.
  4. He/she is more than one hour travel time away from Ridgefield.
  5. He/she is unable to make child care arrangements within one hour.
  6. He/she would suffer a nonrefundable economic loss of ~~\$100~~ \$150 or more.
  7. He/she is scheduled for pre-approved vacation ~~or department training~~.
  8. Working the shift would result in him/her working more than 16 consecutive hours in a 24-hour period.
  9. Any other situation when the Police Chief or designee determines that the officer is not eligible to report to duty.

5.02 Procedure for Coverage when There is a Shift Vacancy and Advance Notice. The following procedure will apply, in the order listed, when there is a need to fill one or more shifts and there is notice of 72 hours or more:

- (a) If the need for shift coverage is three (3) hours or less, the two remaining shifts will be extended to 12 hour shifts.

- (b) If the need for shift coverages is longer than three (3) hours, the parties will make reasonable efforts to mutually agree on coverage for the shift by an officer, sergeant, ~~lieutenant, Chief~~ or outside agency.
- (c) In the event that an agreement is not reached, the City will order an "eligible" officer to report for duty. To do so, the City will contact officers in the reverse order of department seniority, with the least senior officer being contacted first. If there is a need for shift coverage for a consecutive shift, the City will order the next least senior eligible to report for duty. The City will use the definition in Article 5.02(d) to determine eligibility. If no officer is available and eligible to cover the shift, the City will provide coverage with a Lieutenant or Chief of Police, or a police agency other than Ridgefield.
- (d) An officer is NOT eligible to be ordered to report to duty under any of the following circumstances:
1. He/she is unable to perform the essential duties of the police officer position due to illness or injury.
  2. He/she is away from work on protected leave including FMLA, ADA accommodation, administrative or bereavement.
  3. He/she is scheduled for pre-approved vacation ~~or department training~~.
  4. He/she has a preplanned vacation or activities that are more than 100 miles away and would result in a nonrefundable economic loss of ~~\$100~~ \$150 or more.
  5. Working the shift would result in him/her working more than 16 consecutive hours in a 24-hour period.
  6. He/she is unable to make child care arrangements.

## ARTICLE 6 – HOLIDAYS

6.01 The following days shall be recognized as holidays by the Employer:

New Years Day (January 1<sup>st</sup>)  
 Martin Luther King, Jr.'s Birthday  
 Washington's Birthday (Third Monday in February)  
 Memorial Day (Last Monday in May)  
Juneteenth (June 17)  
 Independence Day (July 4<sup>th</sup>)  
 Labor Day (First Monday in September)  
 Veteran's Day (November 11<sup>th</sup>)  
 Thanksgiving Day (Fourth Thursday in November)  
 Day After Thanksgiving Day  
 Christmas Day (December 25<sup>th</sup>)  
 One Floating Holiday

- 6.02 To be eligible for holidays and/or holiday pay the employee must be a full-time employee as outlined in Article 1, Section 1.02.
- 6.03 On the November pay period of each year, police officers shall be paid a lump sum payment equal to ~~88~~ 96 hours at the employee's regular base hourly rate of pay in lieu of holidays off.
- 6.04 If an officer actually works the holiday they shall be paid at the rate of 1 ½ times their normal hourly rate for actual hours worked on the holiday.
- 6.05 Any police officer who is either hired or leaves employment during the calendar year shall be paid for all holidays that have occurred during his/her employment with the City.
- 6.06 Each full time employee shall receive two (2) scheduled shifts off subject to the scheduling with the Department. This shall not be carried over into the following year and must be used within the calendar year.
- 6.07 If a holiday occurs on a regular scheduled work day while an employee is attending the Law Enforcement Academy, the Chief or designee will determine whether the employee should report to work. If the employee works the holiday, he/she will be paid consistent with Article 6.04. If the employee does not work the holiday, he/she will receive their regular salary and will not be required to use accrued paid leave hours. The same procedure shall be followed if the Law Enforcement Academy is closed on a regular scheduled work day that is not listed as a holiday in Article 6.01.

#### **ARTICLE 7 – VACATION ACCRUAL AND ACCESSIBILITY**

- 7.01 All full-time employees, as outlined in Article 1, Section 1.02, shall accrue vacation hours on a monthly basis to equal the following:

|                        |                    |
|------------------------|--------------------|
| After 1 year service   | 88 hours vacation  |
| After 2 years service  | 104 hours vacation |
| After 3 years service  | 112 hours vacation |
| After 4 years service  | 120 hours vacation |
| After 5 years service  | 128 hours vacation |
| After 6 years service  | 136 hours vacation |
| After 7 years service  | 144 hours vacation |
| After 8 years service  | 152 hours vacation |
| After 9 years service  | 160 hours vacation |
| After 10 years service | 168 hours vacation |
| After 11 years service | 176 hours vacation |
| After 12 years service | 184 hours vacation |
| After 13 years service | 192 hours vacation |
| After 14 years service | 200 hours vacation |
| After 15 years service | 208 hours vacation |

7.02 Vacation Bid Process. The Association will begin the vacation bid process on December 1 for the following year, and complete the process on or before December 31. Officers and sergeants will bid for vacation.

Officers will compete within their own squad for vacation accessibility. Only one officer may be on vacation at a time. This one officer and the sergeant may be on vacation at the same time.

Sergeants will compete with the sergeant on the same side (A-side or B-side) for vacation accessibility.

Seniority in class will be the determining factor for the following vacation scheduling process. Seniority in class begins on the date of hire for officers and date of promotion for sergeants.:

- (a) The officer or sergeant with the most seniority will identify up to four sets of four days that he/she wishes to take leave/vacation. When bidding, all sets must be scheduled for a full work week except for one set. One set (or fewer days than one set) may or may not be a full work week. The sets may or may not be consecutive weeks but cannot be four consecutive weeks of one day each.
- (b) Officers and sergeants will only bid for vacation days that they will have accrued by the date the vacation is scheduled.
- (c) The Fourth of July and mandatory training days will not be included in the vacation bid process. In extenuating circumstances, the Chief will have discretion to exclude other dates from the bid process. The Chief will identify all dates that will not be included in the bid process prior to the date scheduled for shift bid.

Following the bid process, vacation will be considered on a first come first served basis using the department established process.

- (a) At no time will an officer have the ability to bump another officer's approved/scheduled vacation.
- (b) Written requests for vacation time, if for four (4) days or more, shall be submitted to the Police Chief at least three (3) weeks before the planned vacation.

7.03 Accumulated vacation time shall not exceed two hundred forty (240) hours on the employee's anniversary date. Any hours in excess of two hundred forty (240) hours on the anniversary date shall be lost. If the officer has used reasonable efforts to use the vacation and has been denied, they shall be allowed up to 90 days to use the excess vacation hours.

7.04 The Chief, or his/her designee, has discretion whether to approve or deny any vacation request during the probationary period for a new officer.

7.05 Any accrued and unused vacation time shall be paid upon termination of employment. However, any member who leaves employment prior to the end of the probationary period is not eligible for payment of vacation hours.

7.06 Employees on a four day on/four days off work schedule must use a minimum of forty-four (44) hours of accrued vacation each year. Employees on a standard forty (40) hours work schedule must use a minimum of forty (40) hours of accrued vacation each year.

7.07 Shift Swaps. Two or more members may arrange to work each other's shifts (full or partial) through a shift swap in lieu of taking paid time off. The substitute shall assume all duties of the regularly assigned employee as follows:

1. A request to swap shifts must be submitted to the officer's sergeant at least two in advance of the swap. Shift swaps must be approved by both sergeants, via an interoffice memo or email. The request must include the dates of the swaps and must be completed within 60 days of the first swap. The Chief of Police will be notified of all swaps through channels. The Sergeant, Lieutenant and Chief have sole discretion and authority to approve or deny the request. Once a swap is approved, it will be treated the same as an employee that is on approved vacation.
2. Shift swaps must not by their existence, automatically trigger overtime for either member. Overtime will occur if a member is required to work past the normal hours of the shift they were covering.
3. Shift swaps are limited to no more than two consecutive shifts.
4. Shift swaps must not cause a member to work back to back shifts, (24 hour shifts).
5. Only employees in the same classification can swap shifts with each other.
6. In the event an employee is unable to fulfill their swap obligation due to illness or other unforeseen factor, they should immediately notify the employee originally scheduled to work (the person who asked for the swap) of their inability to fulfill the swap and arrangements should be made for the member scheduled to work to report for duty or to swap with another employee. Following these efforts, in extenuating circumstances only, the employee may request that the employer fill the shift per "Article 5, Providing 24/7 Coverage" of the collective bargaining agreement. If arrangements are not made to fill the swap by the employee, vacation leave hours will be deducted from the employee originally scheduled to work prior to the swap.
7. The section does not authorize the Employer to request or force a swap for any reason.
8. Employees will complete their time cards as if a swap never occurred. Swaps will be documented on the department schedule and the shift swap request.
9. Shift swaps in return for monetary compensation between employees are not permitted.
10. Employees on Family and Medical Leave or a reason that would qualify for Family and Medical Leave are not allowed to work for other employees.

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Shift swap is an ancillary privilege of employment. Abuses of the shift swap system will be judged on an individual basis and can result in the privilege being revoked.

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#### ARTICLE 8 – LEAVE

- 8.01 Sick leave shall be accumulated at the rate of one (1) shift per month up to twelve (12) shifts per year to a maximum accumulation of 1,200 hours.
- 8.02 Requests to utilize sick leave shall be made pursuant to Department policies.
- 8.03 Upon death or retirement from service, employees shall be compensated for 50% of accumulated sick leave over 60 days (720 hours). Upon line-of-duty death, employees shall be compensated for 100% of accumulated sick leave.
- 8.04 For the purpose of defining leave time (accrual and usage) the term “work day”, “work shift”, “shift”, “day” or any other work used to define a shift shall mean an equal number of hours of leave.
- 8.05 Bereavement leave – When an employee is absent from work on a scheduled work day because of a death in his/her immediate family, he/she shall be allowed leave with pay for such time up to a maximum of four work days if on a four on/four off schedule or five (5) working days if on a standard five day work schedule;
  - (a) Immediate family shall mean: spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, step-parent, employee’s grandparents or co-habitive partner.
- 8.06 Family Leave – Employees are covered under the Family and Medical Leave Act per City Policy 701 Family Medical Leave Act (FMLA).
- 8.07 The Association and the Employer recognize the benefit of returning an injured employee back to work as soon as possible through the use of a “light duty” assignment. The scope of the light duty assignment and the work schedule during the light duty assignment is within the discretion of the Employer. Light duty assignments shall end at any point during the assignment where the attending physician certifies the employee can successfully carry out the essential job functions of the employee’s regular position, or the Employer has determined the employee is no longer capable of performing the essential functions of their position.

#### ARTICLE 9 – HEALTH AND WELFARE

- 9.01 The Employer shall provide substantially similar benefits to those currently provided. The employer shall pay 100% of the employee-only premium for medical and dental. For employees covering dependents, the employer shall pay 90% of the medical

and dental premium for such dependents and employees will pay 10%. Employee contributions shall be on a pre-tax basis.

- 9.02 It is understood and agreed that if there is an increase in contributions needed to maintain the present benefits of the coverage listed above, the Employer agrees to maintain such benefits in an amount determined as necessary in Section 9.01.
- 9.03 The Employer shall provide liability insurance to cover employees of the Department acting in the line of duty. The Employer shall defend and indemnify for any claims against an employee arising out of the employee's performance of job duties.
- 9.04 The Employer shall provide a group life insurance policy covering all its employees in the amount of at least \$10,000. A copy of such policy shall be made available to each employee.

#### **ARTICLE 10 – LEAVE OF ABSENCE**

- 10.01 The Employer may grant leaves of absence for compelling personal reasons without affecting an employee's seniority. The employee will not accrue nor maintain benefits during the leave.
- 10.02 Leaves may be granted to an employee for a period of up to ninety (90) calendar days without affecting an employee's seniority if the employee has been employed for 60 consecutive months. An employee's anniversary date for seniority and step increases will be adjusted to reflect time taken off if employed for less than sixty (60) consecutive months.
- 10.03 Only regular full-time employees who have been employed for over 12 consecutive months are eligible for leave without pay.
- 10.04 Employees do not accrue vacation, compensatory time or sick leave during a leave without pay.
- 10.05 Employee's may retain health care, disability and life insurance benefits during a leave without pay so long as the employee remits the total monthly premium to the City no later than the 25<sup>th</sup> of the month during the period when the employee is on leave.

#### **ARTICLE 11 – PROBATIONARY PERIOD**

- 11.01 Entry level employment is subject to a probationary period from the date of hire, during basic academy training and continuing for twelve (12) months actual service from the date of graduation from basic academy training.
- 11.02 Lateral entry employment is subject to a probationary period of twelve (12) months actual service from the date of hire.
- 11.03 Employees promoted to the position of sergeant shall serve a twelve (12) month probationary period.

- 11.04 The Chief shall have the discretion to extend the probationary period for any officer who is away from work for more than 44 hours. In this case, the probationary period would be extended by the length of time equal to the number of hours that the officer is away from work.
- 11.05 The Chief shall have the discretion to extend the promotional probationary period for a sergeant who is away from work for more than 176 hours during the probationary period.

## ARTICLE 12 – PROMOTIONS AND ASSIGNMENTS WITHIN THE BARGAINING UNIT

12.01 The parties acknowledge that promotions within the bargaining unit are mandatory subjects of bargaining. Therefore, the City agrees to notify the Union of any changes in a promotional process to the position of Sergeant. If the Union makes a timely demand to bargain, the parties will meet as soon as possible to negotiate any mandatory subjects.

### 12.02 If a detective assignment is implemented:

1. The detective position is a specialty assignment with a limited duration. The length of the assignment will be three (3) years with an option to renew for an additional three (3) years.
2. The Chief has the authority to remove an officer from the assignment prior to three (or six) years for staffing needs; or for performance or misconduct issues. Any decision to remove the detective from the assignment is subject to Article 15 and 16.
3. The selection process will include an interview(s) relating to skills, qualifications and other information relevant to the assignment.
4. The regular shift will be a 9/80 schedule with an 8AM start time. The officer may flex this schedule with prior authorization from the Lieutenant.
5. While assigned to the position of detective, the officer shall receive 3% specialty pay.
6. For vacation, a detective will only bid against other detectives (if any).
7. An officer assigned to detective is eligible to work patrol overtime shifts as long as he is available to work his regularly scheduled shift.
8. The employer may mandate the officer in the detective assignment to work a patrol shift if no other officers are available to be mandated in. If the detective is mandated to work on a shift that disrupts his ability to work his regularly scheduled shift, the department will allow him time off for a rest period without use of paid leave or impact on his regular pay.
9. The officer in the detective assignment will report to the Lieutenant.
10. The employer will purchase any required clothing specific to the detective assignment.
11. For mandatory training days, the detective will receive overtime at a rate of time and one-half for hours worked outside of the regularly scheduled shift.
12. The detective will receive holiday pay as outlined in Article 6 and overtime pay as outlined in Article 4 of the current labor agreement.

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## ARTICLE 13 – SENIORITY, LAYOFF, REDUCTION-IN-RANK AND REINSTATEMENT

- 13.01 An employee will accrue seniority time with the Employer from the date of continuous employment as a full-time employee in the bargaining unit as outlined in Article 1.02.
- 13.02 Layoff: The City may lay off employees by classification due to lack of work, reorganization, reduction in force or shortage of funds in the following order:
- (a) Temporary employees;
  - (b) Probationary employees;
  - (c) Regular employees in the order of their seniority, the one with the least seniority being laid off first. Seniority for police officers shall be defined as time in the department. Seniority for police sergeants shall be defined as time in the position.
- 13.03 Reduction in lieu of layoff: At the time of any layoff, a police sergeant will be given an opportunity to accept reduction to police officer if he/she previously held that position in Ridgefield. Police Lieutenants will also be given an opportunity to accept reduction to police sergeant or police officer if he/she held that position in Ridgefield. Sergeants and Lieutenants shall have bumping rights over any employee in the lower classification with less seniority. Seniority shall be defined as time in the rank or any higher rank.
- 13.04 Reinstatement Lists: Names of employees who are laid off or who accept reduction to a lower classification in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took place. Individuals will remain on the reinstatement list for a period of twelve (12) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer will be conditioned on successful completion of a background investigation covering the period of time between the date of layoff and date of proposed reinstatement, medical and psychological examinations and a drug screen.
- 13.05 Responsibilities of Individuals on a Reinstatement List: Each individual on a reinstatement list has the responsibility to:
- (a) Inform the City, in writing, of any changes in home, mailing or email address; telephone number; or name.
  - (b) Inform the City, in writing, of any changes in availability for employment.
- 13.06 Definition of Seniority: For purposes of reinstatement, seniority for police officers shall be defined as time in the department. Seniority for police sergeants and police lieutenants shall be defined as time in rank.
- 13.07 Removal from Reinstatement List: An individual's name may be removed from a reinstatement list if the individual engaged in any of the following activities following the time his/her name was placed on the list:

- (a) Was convicted of any felony, or misdemeanor involving moral turpitude;
- (b) Loses the ability to obtain and/or maintain any certification, commission, or license required by law or these rules as a condition of employment for the position held;
- (c) Was dismissed or resigned in lieu of discharge from any position, public or private, for any cause which would be a cause for discharge from the City of Ridgefield;
- (d) Fails to respond to a call from the City for ten (10) calendar days;
- (e) Refuses to accept appointment to the job from which he/she was laid off;
- (f) Requests that his/her name be removed from the list; or
- (g) For other material reasons.

13.08 Voluntary Reduction in Rank. An employee promoted to Sergeant or Lieutenant may request reduction to their previous rank. The employee will have bumping rights over any less senior employee in the rank only during his/her probationary period. Following the probationary period, the promoted employee may only be reduced in rank if there is a vacant position. If there is no vacancy, he/she may be placed on a reinstatement list.

13.09 Disciplinary Demotion. An employee who is reduced in rank due to disciplinary action will have the same rights and responsibilities as described in this article for an employee who is reduced in rank due to layoff.

#### ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 The parties agree that it is ideal to resolve issues at the lowest possible level in a collaborative manner. However, a grievance procedure is necessary in the event that informal discussions do not result in a resolution.

A “grievance” is hereby defined as a question or challenge raised by an employee or the Association as to the correct interpretation or application of this Agreement by the Employer. It is the purpose of this clause to provide the employees and the Association with an orderly and effective means of achieving consideration of any grievances, which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon and the appropriate order of contact.

14.02 Initiation of the Grievance. A written grievance shall be presented by the employee to his or her first level supervisor outside of the bargaining unit within 30 days of the occurrence or knowledge of the alleged violation.

The written grievance shall include the following information:

- (a) A description of the grievance and how the employee(s) was/were adversely affected.
- (b) A statement of the section(s) of the agreement allegedly violated and the nature of the violation.
- (c) The date of the incident(s) grieved.
- (d) A description of the remedy sought by the employee(s).
- (e) Identity of the employees affected.

- (f) Specification of whether the grievance procedure should begin at step 1 or step 2. For a grievance that involves discipline imposed by the Chief, specification of whether the grievance procedure should begin at step 1 or step 3.

The written grievance shall be signed by the employee or a union representative.

#### 14.03 Resolution of the Grievance.

Step 1: For step one only, the parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the parties agree that they are unable to resolve the grievance, the parties will outline the areas of disagreement in a memorandum. The employee may advance the grievance to the next step by delivering the memorandum to the Office of the Chief at any time within 21 days of filing the grievance. If the grievance is not resolved in 21 days, the grievance will automatically advance to step 2.

Step 2: If the grievance remains unresolved following step 1, the chief of police shall meet with the employee and his or her Association representative. The chief shall make a decision on the grievance, in writing, within 14 days of receipt of the grievance.

Copies of the chief's decision shall be mailed and delivered to the employee and to the Association.

Step 3: If the grievance remains unresolved after the chief's decision is rendered in step 2, the employee may deliver the grievance in writing to the city manager, with a copy to the chief, within fourteen (14) days after receipt of the decision reached by the chief in step 2. The city manager shall meet with the employee and Association representative, the chief of police, and other directly involved individuals as determined by the city manager to be appropriate. The city manager shall render his decision, in writing, within fourteen days of receipt of the grievance. The city manager shall mail or deliver copies of his decision to the employee, the Association, and the chief of police.

Step 4: If the grievance remains unresolved after the decision is rendered in step 3, the Association shall decide whether to refer the grievance to binding arbitration. The Association will provide the city with a written notice electing a final step within fourteen (14) days after the mailing or hand delivery of the decision.

If the grievance is submitted to arbitration:

For a grievance involving disciplinary actions, discharges or termination from employment, the parties will request that the Public Employment Relations Commission (PERC) appoint a qualified person to act as an arbitrator pursuant to state law.

For a non-disciplinary grievance, the parties shall attempt to mutually agree on a disinterested third party to serve as arbitrator. In the event the Employer and the Association are unable to agree on an arbitrator, the arbitrator shall be selected by the process of elimination from a panel of 11 arbitrators from the Public Employment Relations Commission (PERC). The request to PERC shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin.

- 14.04 The arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Association at the hearing, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be divided equally between the parties. Each party shall be responsible for compensating its own representatives and witnesses. Either party may cause a verbatim recording of the hearing to be made, provided it pays the cost of the record. If the other party desires a copy, the cost and the recording and preparation of a transcript shall be shared equally.
- 14.05 The parties may modify the timelines established in this grievance procedure by written mutual agreement.
- 14.06 Should the affected employee wish to appeal disciplinary action the employee may file a petition with the Civil Service Commission in accordance with the rules of the Commission. Such petition to the Civil Service Commission waives all rights of appeal through the grievance procedure.
- 14.07 Absent an agreement otherwise, failure of the Association to elevate a grievance acts as a waiver of their right to continue the grievance. Failure of the City or Department to respond to a grievance acts as an elevation of the grievance to the next step of the procedure.

#### **ARTICLE 15 - DISCIPLINARY ACTION AND RECORD RETENTION**

- 15.01 The City may suspend, demote, discharge or take other disciplinary actions for just cause. Provided that probationary employees are not subject to the "just cause" provisions of this Agreement.
- 15.02 The City of Ridgefield recognizes that every discipline situation is different and that an employee's actions and history may worsen or improve the overall picture of misconduct. Therefore, the City will consider the mitigating and aggravating circumstances when determining the most appropriate level of discipline. Aggravating and mitigating circumstances may include, but are not limited to, the following:

- (a) Documented incidents of outstanding performance and service.
- (b) The length of time since the last corrective and/or disciplinary action.
- (c) Seniority including length of time with the department and length of time as a police officer weighed against the behavior in question for factors such as experience, training, and knowledge.
- (d) Employees of higher rank may be held to a higher standard of conduct and knowledge.
- (e) The specific circumstances of the incident.
- (f) Culpability – whether the employee acted intentionally or with knowledge that the behavior amounted to a violation of the law, City or department policy, or job expectations; whether the employee recklessly disregarded factors that a reasonable person would have considered; or did the employee act negligently.
- (g) Employee Attitude – Discipline can only be effective if employees understand why their actions resulted in corrective and/or disciplinary action and accept responsibility for continually striving to conduct themselves within the guidelines of the law, policy and job expectations.
- (h) Information in performance evaluations.
- (i) Whether the employee has been warned and/or disciplined for similar behavior.

15.03 Records of corrective and/or disciplinary action may be removed from an officer's personnel file ~~and destroyed~~ under the following the conditions:

- (a) The officer requests that the documentation be removed from his/her personnel file; and
- (b) The Chief of Police and City Human Resources Manager approve the request according to the following retention schedule:
  - 1. For a verbal warning, records may be removed ~~and destroyed~~ only after twelve (12) months without a reoccurrence of similar conduct which gave rise to the warning.
  - 2. For a written reprimand, records may be removed ~~and destroyed~~ only after three (3) years without reoccurrence of the same conduct which gave rise to the reprimand.
  - 3. For a suspension of 1-5 days, records may be removed ~~and destroyed~~ only after five (5) years without reoccurrence of the same conduct which gave rise to the reprimand.
  - ~~3.~~
  - ~~4. For a suspension longer than 5 days or for any more severe discipline, records will be maintained consistent with the minimum retention period outlined in the Local Government Common Records Retention Schedule (CORE) approved and issued by the Washington Office of the Secretary of State in accordance with RCW 40.14.070.~~

All personnel records, including records of corrective and/or disciplinary action, will be retained for the period required by law.

If state or federal law would prohibit destruction of any of the documents; the documents will be removed from the personnel file and maintained in a

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separate confidential file. The records may be subject to disclosure under state public records law.

- 15.04 Internal Affairs investigation files shall be maintained consistent with the minimum retention period outlined in the Local Government Common Records Retention Schedule (CORE) approved and issued by the Washington Office of the Secretary of State in accordance with RCW 40.14.070; or in any other applicable law.
- 15.05 This article does not apply to retention of performance evaluations.

**ARTICLE 16: INTERNAL AFFAIRS INVESTIGATIONS AND  
PRE-DISPOSITION SETTLEMENT AGREEMENT**

- 16.01 Disciplinary investigations shall be conducted in accordance with the department's internal investigation program and the provisions of this contract.
- 16.02 A Pre-Disposition Settlement Agreement (PDSA) is an alternative method to a full investigation when conditions are right, especially when an employee readily acknowledges their error, and wants to conclude the matter promptly. The following procedures will be followed for a PDSA:
- (a) A member of the RPOA may request a PDSA at any time following the incident that caused the need for an investigation and up to 24 hours following the time of their interview during the investigation. The investigation process will remain open until the PDSA is agreed upon and signed by the Chief of Police. However, upon a tentative offer to enter into a PDSA, the case investigation may be suspended pending execution of the PDSA as noted in item 4 below.
  - (b) The affected employee's Lieutenant may suggest a PDSA at any time prior to implementation of discipline.
  - (c) An offer to enter into a PDSA must be approved in advance by the Chief of Police. A signed PDSA must have the approval signatures of the subject employee, the RPOA and the Chief of Police.
  - (d) The subject employee will be informed of the level of discipline that will be imposed prior to entering into the agreement. The subject employee has 48 hours to respond, accepting or rejecting the offered discipline after being informed.
  - (e) The subject employee must accept responsibility for their actions, which will result in a sustained finding and must agree to waive their right to grieve the discipline issued through the PDSA. The RPOA may represent the affected employee in these processes through the execution of a PDSA and will not grieve the discipline pursuant to a PDSA on behalf of the subject employee or the RPOA.

## ARTICLE 17 – SALARIES

- 17.01 "Monthly salary" means the monthly rate of pay so identified and set forth in Appendix "A" of this Agreement.
- 17.02 Officers regularly assigned to swing shift shall be paid a shift differential at a rate of 1% of his/her regular base wage. Officers regularly assigned to night shift shall be paid a shift differential at a rate of 2% of his/her regular base wage. Sergeants are not eligible for payment of shift differential.
- 17.03 Tuition reimbursement will be afforded per City Policy - 805 Tuition Reimbursement.
- 17.04 The City will increase the monetary salary of each employee who has attained an associate degree by 2% of base pay and each employee who has attained a bachelor degree by 4% of base pay.
- 17.05 The City will pay \$750 per year to each officer who meets the ~~four~~ three components of the CJTC fitness testing requirements. In the event that an officer does not successfully complete all four components, he/she shall receive ~~25%~~ one third of the \$750 for each component that is successfully completed. Fitness testing will occur once a year in July and will be announced two weeks in advance by the Chief.
- 17.06 Sworn officers who are assigned to work in one of the following specialty positions will as a Field Training Officer (FTO) to train entry level or lateral entry police officers will be compensated an additional 3% of base pay for each hour directly supervising a student officer the 44 hours in any work week(s) that include actual instruction authorized by the Chief (or designee):
- Field Training Officer (FTO)  
Emergency Vehicle Operations Course (EVOC)  
Active Shooter  
Patrol Tactics Instructor (PTI)  
Any other instructorships authorized by the Chief (or designee)
- ~~17.06~~ .
- 17.07 Sworn officers who are assigned to work in one of the following specialty positions will receive an additional 3% of base pay for the period of time they are assigned to the position:

DT/Taser Instructor  
 Firearms Instructor

## ARTICLE 18 – GENERAL PROVISIONS

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18.01 Police officers will receive a eighty (\$80.00) per month uniform allowance for maintenance and cleaning of clothing and/or purchase of equipment used in connection with duties performed for the city. Uniforms shall be replaced on a wear-and-tear basis.

18.02 The City will purchase and provide police officers with handguns, handcuffs, badges, duty gear, protective vests, all safety gear and uniforms. Officers may elect either a concealed or external protective vest. A uniform shall consist of two (2) pairs of pants, two (2) shirts, one (1) hat, one (1) jacket, one (1) shorts, one taser holster, and one (1) jumpsuit. Employees will be allowed \$300 for reimbursement of the purchase of footwear each three year period. These will become the property of the City and the City will have complete jurisdiction over this property with authority to determine what to buy and when it is to be replaced. This equipment must be turned in before the final check is received upon termination, or retirement from employment.

The City will meet and confer with the Association regarding the purchase of firearms. The final decision of weapons types, caliber, and ammunition will be at the sole discretion of the Chief. The City will insure that Officer's are provided firearms that each officer is capable of utilizing effectively.

18.03 Employees issued a city vehicle shall live within 10 at miles of the ~~city limits~~ Ridgefield Police Department as follows:

- Miles means the most direct route in a straight line (as the crow flies)
- The north border shall be at Exit 22 on I-5 northbound, and
- The 15 miles does not include any location that is outside of the State of Washington.

The 15 mile geographic area is illustrated in Appendix C to this Agreement.

Provided that an eEmployees with a take home car shall be required to be in the city limits at the start of their work shift. Any employee living outside the 10 15 mile area will park their assigned patrol vehicle at the Ridgefield police station. ~~(Miles means established public road miles.)~~ Assignment of take-home vehicles will be as per past practice. Conditions pertaining to vehicles shall be maintained at status quo through the end of the contract period.

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#### ARTICLE 19 – PERFORMANCE OF OBLIGATIONS

It is understood and agreed that the services performed by employees are essential to the public's health, safety and welfare. Therefore, the Association agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the operation of the City.

#### ARTICLE 20 – SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a Court of competent jurisdiction. In such event, either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof, provided however, that such findings shall have no effect on the balance of this Agreement.

#### **ARTICLE 21 – COMPLETE AGREEMENT**

This Agreement represents a complete agreement of the parties; however, this Agreement may be modified or amended, provided that such amendments are mutually agreed upon by both the Employer and the Association.

**ARTICLE 22 – DURATION**

This Agreement shall be in effect from January 1, 20~~18~~22 through December 31, 20~~20~~24.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20~~17~~22

For the City of Ridgefield

For Ridgefield Police Officers' Association

\_\_\_\_\_  
Lee Knottnerus  
Deputy City Manager

\_\_\_\_\_  
Craig Wattson  
President

### APPENDIX "A"

~~Effective January 1, 2018, the 2017 pay scale for officers will be increased by 4.0%.~~  
~~Effective January 1, 2018, the 2017 pay scale for sergeants will be increased by 4.5%.~~  
 As reflected in the table below:

Effective January 1, 2023, the 2022 pay scale for officers and sergeants will be increased by 4%.

Effective January 1, 2024, the 2023 pay scale for officers and sergeants will be increased by 5%.

#### 2022 Wages

| Pay Grade       | 1           | 2           | 3           | 4           | 5           | 6           |
|-----------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Police Officer  | \$ 5,992.00 | \$ 6,291.00 | \$ 6,605.00 | \$ 6,935.00 | \$ 7,281.00 | \$ 7,645.00 |
| Police Sergeant | \$ 6,891.00 | \$ 7,235.00 | \$ 7,595.00 | \$ 7,975.00 | \$ 8,373.00 | \$ 8,792.00 |

#### 2023 Wages

| Pay Grade       | 1           | 2           | 3           | 4           | 5           | 6           |
|-----------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Police Officer  | \$ 6,231.68 | \$ 6,542.64 | \$ 6,869.20 | \$ 7,212.40 | \$ 7,572.24 | \$ 7,950.80 |
| Police Sergeant | \$ 7,166.64 | \$ 7,524.40 | \$ 7,898.80 | \$ 8,294.00 | \$ 8,707.92 | \$ 9,143.68 |

#### 2024 Wages

| Pay Grade       | 1           | 2           | 3           | 4           | 5           | 6           |
|-----------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Police Officer  | \$ 6,543.26 | \$ 6,869.77 | \$ 7,212.66 | \$ 7,573.02 | \$ 7,950.85 | \$ 8,348.34 |
| Police Sergeant | \$ 7,524.97 | \$ 7,900.62 | \$ 8,293.74 | \$ 8,708.70 | \$ 9,143.32 | \$ 9,600.86 |

New entry-level employees shall be employed at ~~the Academy probationary step~~ step 1 until completion of the Basic Law Enforcement Academy. Upon successful completion of the BLEA, employees shall move to the ~~Post Academy Probation~~ Step 2 for a period of (12) months. Employees shall then move through the Step System after each (12) month period, upon satisfactory performance evaluation approved by the City Manager. If the Chief of Police has not evaluated an employee in a timely fashion (prior to Academy Graduation anniversary date) the advancement shall be automatic. If a non-probationary employee does not receive a step increase for cause, the employee shall have the right to pursue a grievance under Article 11 of the CBA.

The differential between police officer and sergeant shall be 15%.

In addition to the above proceeding salary schedule longevity increases of 2% after ten (10) years seniority, an additional 2% or 4% total, after fifteen (15) years, and an

additional 2% or 6% total, after twenty (20) years of service to the City shall be added to the base salary schedule (see above).

All step increases shall be effective on the 1<sup>st</sup> or 15<sup>th</sup> of the month. Any officer whose Academy graduation anniversary date or sergeant whose promotion anniversary date falls between the 1<sup>st</sup> through the 15<sup>th</sup> shall receive that raise from the 1<sup>st</sup> of the month. If their anniversary date falls between the 15<sup>th</sup> and the 31<sup>st</sup>, the employee shall receive the raise from the 15<sup>th</sup> of the month.

## APPENDIX "B"

This Appendix is supplemental to the Agreement between the City of Ridgefield, Washington, hereinafter referred to as the Employer, and Ridgefield Police Officers Association, hereinafter referred to as the Association.

### B.1 Police Officer's Bill of Rights.

All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officer's Bill of Rights" which shall be added to the present Rules and Regulations of the Ridgefield Police Department. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigations by superior officers designated by the Chief of the Ridgefield Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline the following guidelines are promulgated:

B.1.1 The employee shall be informed in writing if he so desires of the nature of the investigation and whether he is a witness or suspect before any interrogation commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such complaint.

B.1.2 Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigations dictate otherwise. When practicable, interrogations shall be scheduled for the daytime.

B.1.3 The interrogation (which shall not violate the employee's constitutional rights) shall take place at the Police Station facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Ridgefield Police Officers Association may be present during the interrogation, but may not participate in the interrogation except to counsel the employee.

B.1.4 The questioning shall not be overly long and the employee shall be entitled to reasonable intermissions as he shall request for personal necessities, meals, telephone calls and rest periods.

B.1.5 The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall be intimidated in any other manner. No promises of rewards shall be made as an inducement to answer questions.

B.1.6 No employee or officer covered by this Agreement shall be required to take or be subjected to any lie detector or similar tests as a condition of continued employment.

## CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

**MEETING DATE:** January 13, 2022

**ITEM:**

**AGENDA ITEM TITLE:** An Ordinance of the City of Ridgefield, Washington Amending Transportation Impact Fee Project List

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**GOVERNING LEGISLATION:** Revised Code of Washington Chapter 36.70A, Growth Management – Planning by Selected Counties and Cities

**PREVIOUS COUNCIL ACTION TAKEN:** Multiple ordinances and resolutions throughout the years; most recently Adoption of Ordinance 1310 establishing a separate TIF Project list on February 13, 2020 and ordinance 1356 amending the TIF project list on December 2, 2021.

**SUMMARY/BACKGROUND:** In 2020 Ordinance 1310 was passed that separated the Traffic Impact Fee (TIF) list from the CFP to allow better flexibility to amend or update the list. Since then, several of the projects on the TIF list have been completed, and other projects have been identified as new priorities.

This update to the TIF list will and will add N. 5<sup>th</sup> Street, N. 56<sup>th</sup> Ave, and S. 51<sup>st</sup> Ave to the list of TIF eligible projects. Additionally, the costs for Pioneer Street Extension, Roundabout at Pioneer and Union Ridge Parkway and signal at S. 5<sup>th</sup> and Union Ridge Parkway have been updated based on the 90% design and BUILD grant match requirements.

**BUDGET/FINANCIAL IMPACTS:** Based on the current update the 2022 TIF rate will increase from \$460.71 to \$464.91 per trip.

**RECOMMENDED ACTION OR MOTION:**

Staff recommends Council conduct a first reading of Ordinance No. 1362.

**STAFF CONTACT:** Bryan Kast, Public Works Director

**ATTACHMENTS:** TIF Spreadsheet-updated (PDF)

## ORDINANCE NO. 1362

### AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING TRANSPORTATION IMPACT FEE PROJECT LIST

**WHEREAS**, impact fees are authorized for those jurisdictions planning under the Growth Management Act (GMA) and are charges assessed by local governments against new development projects that attempt to recover the cost incurred by government in providing the public facilities required to serve new development; and

**WHEREAS**, pursuant to the GMA, the City has adopted a Capital Facilities Plan that sets out the long range plan for the City's transportation system including the transportation projects, forecasts, and potential funding needed to meet the City's long range transportation goals to accommodate growth; and

**WHEREAS**, the City has amended the Capital Facilities Plan by Ordinance No. 1305. to remove the traffic impact fee project list and fee calculation from the City's comprehensive plan and has by ordinance 1310 adopted a separate traffic impact fee project list to give greater flexibility to the City in responding to changes in funding and development; and

**WHEREAS**, the City Council finds that the traffic impact fee project list is consistent with the City's adopted Capital Facilities Plan as set forth in the City's Comprehensive Plan;

**NOW THEREFORE**, the City Council for the City of Ridgefield ordains as follows:

**Section 1. Public Interest.** The Ridgefield City Council finds it to be in the public interest to adopt an updated traffic impact fee project list and fee.

**Section 2. Adoption of Traffic Impact Fee Project List.** The City Council hereby adopts the revised Traffic Impact Fee Project List as set forth in Exhibit A, attached hereto and incorporated fully by this reference based on the City's capital facilities plan for purposes of calculation of the Traffic Impact Fee.

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

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 27<sup>th</sup> DAY OF JANUARY 2022.**

\_\_\_\_\_  
Don Stose, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Julie Ferriss  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Janean Parker, City Attorney

First Reading: \_\_\_\_\_  
Second reading/Passage: \_\_\_\_\_  
Date of Publication: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

| Rank | Project ID | Description                                                                               | From                                | To                                  | Total Project Cost | TIF % | TIF Share       | Cumulative TIF   | TIF At Level | TIF Creditable | Max Acceptable TIF |
|------|------------|-------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------|-------|-----------------|------------------|--------------|----------------|--------------------|
| 1    | 32         | Widen Pioneer Street (SR 501) (4 lanes)                                                   | Royle Road (45th Avenue) Roundabout | 51st Avenue                         | \$4,000,000        | 40%   | \$ 1,600,000.00 | \$ 1,600,000.00  | \$ 1754      | Yes            | 500                |
| 2    | 18         | Widen Pioneer Street (SR 501) (4 lanes)                                                   | 35th Avenue Roundabout              | Royle Road (45th Avenue) Roundabout | \$4,140,000        | 60%   | \$ 2,484,000.00 | \$ 4,084,000.00  | \$ 4478      | Yes            |                    |
| 3    | 34         | Widen Pioneer Street (SR 501) (4 lanes)                                                   | 51st Avenue                         | 56th Avenue                         | \$8,000,000        | 60%   | \$ 4,800,000.00 | \$ 8,884,000.00  | \$ 9741      | Yes            |                    |
| 4    | 33         | Construct 2-lane roundabout at Pioneer Street (SR 501) at 51st Avenue                     | -                                   | -                                   | \$3,000,000        | 60%   | \$ 1,800,000.00 | \$ 10,684,000.00 | \$ 11715     | Yes            |                    |
| 5    | 20         | Widen S Royle Road to minor arterial (3 lanes)                                            | Hillhurst Road                      | S 15th Street                       | \$10,000,000       | 40%   | \$ 4,000,000.00 | \$ 14,684,000.00 | \$ 16101     | Yes            |                    |
| 6    | 15         | Upgrade Hillhurst Road to principal arterial (3 lanes)                                    | Sevier Road                         | UGA/Williams Rd                     | \$10,000,000       | 25%   | \$ 2,500,000.00 | \$ 17,184,000.00 | \$ 18842     | Yes            |                    |
| 7    | 5          | Widen Hillhurst Road to minor arterial (3 lanes)                                          | Pioneer Street (SR 501)             | Sevier Road                         | \$6,700,000        | 40%   | \$ 2,680,000.00 | \$ 19,744,000.00 | \$ 21627     | Yes            |                    |
| 8    | 55         | Extend Pioneer Street (SR 501) to Union Ridge Parkway (4 lanes)                           | 65th Avenue Roundabout              | S 5th Street                        | \$5,000,000        | 20%   | \$ 1,000,000.00 | \$ 20,744,000.00 | \$ 22724     | Yes            |                    |
| 9    | 22         | Widen Royle Road (45th Avenue) to minor arterial (3 lanes)                                | S 10th Street                       | Pioneer Street (SR 501)             | \$6,000,000        | 40%   | \$ 2,400,000.00 | \$ 23,124,000.00 | \$ 25355     | Yes            |                    |
| 10   | 21         | Build a roundabout at Royle Road (45th Avenue) and S 15th Street                          | -                                   | -                                   | \$2,250,000        | 40%   | \$ 900,000.00   | \$ 24,024,000.00 | \$ 26342     | Yes            |                    |
| 11   | 8          | Build Pioneer Canyon Drive as collector (2 lanes)                                         | 32nd Avenue                         | Reiman Road                         | \$2,500,000        | 40%   | \$ 1,000,000.00 | \$ 25,024,000.00 | \$ 27438     | Yes            |                    |
| 13   | 4          | Construct signal at Pioneer Street (SR 501) and Hillhurst Road (9th Avenue)               | -                                   | -                                   | \$400,000          | 30%   | \$ 120,000.00   | \$ 25,144,000.00 | \$ 27570     | Yes            |                    |
| 14   | 14         | Build S 15th Street to Collector                                                          | S Royle Road (45th Avenue)          | S 35th Avenue                       | \$4,830,000        | 40%   | \$ 1,932,000.00 | \$ 27,076,000.00 | \$ 29689     | Yes            |                    |
| 15   | 52         | Widen N 65th Avenue (NW 11th Avenue) to minor arterial (3 lanes)                          | Pioneer Street (SR 501)             | N 20th Street (NW 289th Street)     | \$3,130,000        | 20%   | \$ 626,000.00   | \$ 27,702,000.00 | \$ 30375     | Yes            |                    |
| 16   | 36         | Build a signal or roundabout at Union Ridge Parkway extension and 74th Place extension    | -                                   | -                                   | \$1,000,000        | 20%   | \$ 200,000.00   | \$ 27,902,000.00 | \$ 30594     | Yes            |                    |
| 17   | 13         | Build/Rebuild S 35th Ave as collector (3 lanes)                                           | Pioneer Street (SR 501)             | S 15th Street                       | \$7,420,000        | 40%   | \$ 2,968,000.00 | \$ 30,870,000.00 | \$ 33849     | Yes            |                    |
| 18   | 25         | Widen Royle Road (45th Avenue) to minor arterial (3 lanes)                                | Pioneer Street (SR 501)             | N 10th Street                       | \$3,300,000        | 40%   | \$ 1,320,000.00 | \$ 32,190,000.00 | \$ 35296     | Yes            |                    |
| 19   | 65         | Widen 85th Avenue to minor arterial (3 lanes)                                             | S 5th Street                        | NE 279th Street                     | \$4,230,000        | 20%   | \$ 846,000.00   | \$ 33,036,000.00 | \$ 36224     | Yes            |                    |
| 22   | 57         | Build a signal or roundabout at Union Ridge Parkway and S 5th Street                      | -                                   | -                                   | \$400,000          | 20%   | \$ 80,000.00    | \$ 33,116,000.00 | \$ 36311     | Yes            |                    |
| 23   | 11         | Build new east-west collector (2 lanes)                                                   | Hillhurst Road                      | new rural minor collector roadway   | \$4,300,000        | 40%   | \$ 1,720,000.00 | \$ 34,836,000.00 | \$ 38157     | Yes            |                    |
| 25   | 29         | Build N 5th Street as industrial/commercial collector (3 lanes)                           | Royle Road (45th Avenue)            | N 56th Place                        | \$3,780,000        | 40%   | \$ 1,480,000.00 | \$ 36,316,000.00 | \$ 39820     | Yes            |                    |
| 26   | 37         | Build S 51st Avenue as minor arterial (3 lanes)                                           | Pioneer Street (SR 501)             | S 20th Way                          | \$5,150,000        | 40%   | \$ 2,060,000.00 | \$ 38,376,000.00 | \$ 42079     | Yes            |                    |
| 27   | 31         | Build N 56th Avenue as industrial/commercial collector (3 lanes)                          | Pioneer Street (SR 501)             | N 5th Street                        | \$1,990,000        | 40%   | \$ 636,000.00   | \$ 39,012,000.00 | \$ 42776     | Yes            |                    |
| 28   | 59         | Extend S 10th Street as minor arterial (3 lanes)                                          | S 10th Street                       | I-5 overpass                        | \$2,290,000        | 40%   | \$ 916,000.00   | \$ 39,928,000.00 | \$ 43781     | Yes            |                    |
| 31   | 16         | Build N 14th Street as a collector (2 lanes)                                              | N 35th Avenue                       | Royle Road (45th Avenue)            | \$8,240,000        | 30%   | \$ 2,472,000.00 | \$ 42,400,000.00 | \$ 46491     | Yes            |                    |
| 32   | 10         | Rebuild S 10th Way as collector (2 lanes)                                                 | S 25th Place                        | S 25th Place                        | \$3,610,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | Yes            |                    |
| 32   | 12         | Extend N 35th Avenue as collector (2 lanes)                                               | N Pioneer Canyon Drive              | N 14th Street                       | \$3,300,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | Yes            |                    |
| 33   | 68         | Widen S 85th Avenue to minor arterial (3 lanes)                                           | NE 259th Street                     | S 5th Street                        | \$1,090,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 33   | 9          | Rebuild S 25th Place as collector (2 lanes)                                               | S 10th Way                          | S 4th Way                           | \$1,020,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 35   | 7          | Build bridge at Reiman and Pioneer Canyon Drive connection                                | Pioneer Canyon Drive                | Reiman Road                         | \$2,000,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 35   | 40         | Construct roundabout at S 11th Street and S 51st Avenue extension                         | -                                   | -                                   | \$1,030,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 35   | 27         | Construct signal or roundabout at N 20th Street (NW 289th Street) and N Royle Road (4 -   | -                                   | -                                   | \$1,030,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 36   | 69         | Build a signal or roundabout at Union Ridge Parkway and 80th Avenue                       | -                                   | -                                   | \$2,500,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 36   | 6          | Replace Pioneer Street (SR 501) bridge over Gee Creek                                     | -                                   | -                                   | \$1,130,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 37   | 58         | Build S 11th Street overcrossing over I-5 (3 lanes)                                       | Timm Road                           | Dolan Road                          | \$17,150,000       | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 37   | 72         | Widen Pioneer Street (SR 501) (3 lanes)                                                   | Reiman Road                         | 35th Avenue Roundabout              | \$6,500,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 38   | 50         | Build N 20th Street (NW 289th Street) overcrossing over I-5                               | -                                   | -                                   | \$12,180,000       | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 38   | 26         | Build a signal or roundabout at N 10th Street and Royle Road (45th Avenue)                | -                                   | -                                   | \$2,250,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 39   | 35         | Build second northbound lane (right turn lane) at Pioneer Street (SR 501) and 56th Avenue | -                                   | -                                   | \$800,000          | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 39   | 67         | Build new east-west collector roadway (2 lanes)                                           | N 85th Avenue                       | new local roadway                   | \$4,100,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 40   | 36         | Build new east-west collector roadway south of Pioneer Street (SR 501) (2 lanes)          | Pioneer at 42nd                     | 56th Avenue                         | \$1,400,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 40   | 62         | Build new north-south collector roadway (2 lanes)                                         | N 10th Street                       | new collector extending 74th Place  | \$4,000,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 42   | 51         | Widen N 20th Street (NW 289th Street) to minor arterial (3 lanes)                         | I-5                                 | N 45th Avenue (NW 11th Avenue)      | \$2,960,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 42   | 41         | Upgrade Cartry Road to minor arterial (3 lanes)                                           | Hillhurst Road                      | I-5                                 | \$15,270,000       | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 43   | 17         | Build N 10th Street as collector (2 lanes)                                                | Royle Road (45th Avenue)            | 35th Avenue                         | \$4,000,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 47   | 38         | Extend S 6th Way as industrial/commercial collector (3 lanes)                             | S 56th Place                        | Royle Road (45th Avenue)            | \$5,250,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 48   | 48         | Widen Timm Road to industrial/commercial collector (3 lanes)                              | S 11th Street                       | S 20th Way                          | \$2,340,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 49   | 49         | Widen S 20th Way to industrial/commercial collector (3 lanes)                             | Timm Road                           | S 51st Avenue                       | \$2,960,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 50   | 42         | Extend NW 219th Street as rural major collector outside UGA (2 lanes)                     | I-5                                 | NW 31st Avenue/Hillhurst Road       | \$18,820,000       | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 51   | 53         | Widen N 10th Street to collector (2 lanes)                                                | east side of I-5                    | N 65th Avenue                       | \$1,460,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 52   | 43         | Build new north-south rural minor collector roadway outside UGA (2 lanes)                 | NW Cartry Road                      | NW 219th Street                     | \$3,500,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 53   | 54         | Widen S 65th Avenue (NW 11th Avenue) to collector (2 lanes)                               | Pioneer Street (SR 501)             | S 10th Street                       | \$2,300,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 54   | 44         | Upgrade Eckland Road/NW 11th Ave to rural minor collector outside UGA (2 lanes)           | NW Cartry Road                      | NW 219th Street                     | \$4,000,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 55   | 60         | Widen S 5th Street to collector (2 lanes)                                                 | Union Ridge Parkway                 | N 85th Avenue                       | \$3,080,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 56   | 45         | Build S 51st Avenue as minor arterial (3 lanes)                                           | S 20th Way                          | NW Cartry Road                      | \$4,000,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 57   | 61         | Build new industrial/commercial collector (3 lanes)                                       | Union Ridge Parkway                 | S 5th Street                        | \$7,820,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 58   | 46         | Construct SB auxiliary lane along I-5                                                     | Pioneer Street (SR 501)             | 219th Street                        | \$9,260,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 59   | 63         | Build new east-west industrial/commercial collector (3 lanes)                             | N 65th Avenue                       | N 85th Avenue                       | \$7,820,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 60   | 1          | Extend Pioneer Street (SR 501) to Port of Ridgefield as minor arterial (3 lanes)          | Division Street                     | Main Street                         | \$14,660,000       | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 61   | 47         | Construct NB auxiliary lane along I-5                                                     | 219th Street                        | Pioneer Street (SR 501)             | \$10,120,000       | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 62   | 64         | Upgrade N 10th Street to collector (2 lanes)                                              | N 65th Avenue                       | N 85th Avenue                       | \$4,490,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 63   | 66         | Upgrade N 10th Street to collector (2 lanes)                                              | N 85th Avenue                       | 105th Ave (NE 20th Avenue)          | \$4,700,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 64   | 2          | Upgrade Main Avenue to minor arterial (3 lanes)                                           | Depot Street                        | North UCB                           | \$490,000          | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 65   | 70         | Upgrade NE 259th Street to collector (2 lanes)                                            | N 85th Avenue                       | 105th Avenue (NE 20th Ave)          | \$4,700,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 66   | 71         | Build 105th Ave (NE 20th Avenue) as collector (2 lanes)                                   | N 10th Street                       | NE 259th Street                     | \$7,050,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 67   | 3          | Extend Division Street as collector (2 lanes)                                             | Pioneer Street (SR 501)             | N Abrams Park Road                  | \$4,650,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 68   | 19         | Extend S 6th Way as collector (2 lanes)                                                   | Royle Road (45th Avenue)            | 35th Avenue                         | \$6,500,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 69   | 28         | Widen N 10th St to industrial/commercial collector (3 lanes)                              | Royle Road (45th Avenue)            | west side of I-5                    | \$4,000,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |
| 70   | 30         | Build N 51st Avenue as industrial/commercial collector (3 lanes)                          | Pioneer Street (SR 501)             | N 5th Street                        | \$2,000,000        | 0%    | \$ -            | \$ 42,400,000.00 | \$ 46491     | No             |                    |

## **CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** January 13, 2022

**ITEM:**

**AGENDA ITEM TITLE:** Motion - Approval of Contract with PBS Engineering for Master Planning and Design of Horns Corner Park

---

**GOVERNING LEGISLATION:**

Revised Code of Washington Title 35 – Cities and Towns

**PREVIOUS COUNCIL ACTION TAKEN:**

None

**SUMMARY/BACKGROUND:**

Horns Corner Park is an approximately 10-acre community park located between the Acero Apartments and Pioneer Village that was dedicated to the City as a part of the Mixed-use master plan for the area. With the construction of the apartments some improvements to the Park including trails, landscaping, irrigation and utility stubs to serve a future restroom were installed.

To create a cohesive vision for the Park the City requested proposals for master planning and design of improvements to the park. Three firms responded and based on staff's scoring of the proposals PBS Engineering was selected and the successful consultant.

The Parks Board and City Council have explored some concepts for future improvements to the park, which will be wrapped into the master planning effort that PBS Engineering has been selected to lead. Following the development of 2-3 master planning concepts a preferred design will be selected by the Council and design and construction of the first phase of improvements will be completed in 2022.

**BUDGET/FINANCIAL IMPACTS:**

The 2017 Budget includes a total of \$260,000 for the design and construction of Phase 1 of Horns Corner Park. The master planning work design Contract with PBS is for approximately \$25,000. After Completion of the master planning work the contract award may be used for the Phase 1 design effort later in 2022, as well as future design efforts.

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**RECOMMENDED ACTION OR MOTION:**

Staff recommends awarding the Planning and Design contract for Horns Corner Park to PBS Engineering and Environmental. A recommended motion would be:

**“I move to award the Planning and Design Contract for Horns Corner Park to PBS Engineering and Environmental”**

**STAFF CONTACT:** Bryan Kast, Public Works Director

**ATTACHMENTS:** 2022\_1\_07\_HornsCornerPark-Scope (PDF)  
2021-12-7\_HornsCornerPark\_- Budget (PDF)



# Scope of Work: Horn's Corner Park Master Planning

PBS Project PR71859.000

Client: City of Ridgefield

## I. Introductions

PBS Engineering and Environmental Inc. (PBS) has been selected by the City of Ridgefield (City) to perform landscape architecture services for the master planning of Horns Corner Park along Settler Ave from Fieldcrest Drive to 5th Way. Professional services will include land surveying, civil engineering, geotechnical engineering, structural engineering, landscape architecture design, and utility coordination.

## II. Project Description/Background

Horns Corner Park is located off Settler Drive just south of Pioneer Street and west of Royle Road. The 8-acre park was created as part of a mixed-use masterplan project that included the Acero Apartments to the west and retail shops and restaurants of Pioneer Village to the east. The park centers around a wetland and is currently improved with a trail system. This project will develop two master plan concepts for the park that will be taken to the Parks Board and City Council for selection and adoption.

The master plan concepts design will center around the wetland in the middle of the park and is envisioned to include boardwalks, interpretative signage, play area and a restroom facility. Existing utilities have been provided to the future restroom facility. The boardwalk will allow for connection between the area west of the wetland adjacent to the apartments and the area east of the wetland adjacent to the commercial development. Enhancement of the existing wetland will be included in the construction of the site.

## III. Assumptions

- This work is for the master plan phase and does not include any design development to a bid plan set. Design development will occur after the approval of the master plan concept.
- Adjacent developments are built and/or fully constructed prior to start of construction of the park.
- This master plan phase is expected to take approximately 3 months to complete.
- Existing amenities such as the trail and frontage entrance of the park will remain.
- The play area and equipment will be all-inclusive (Harpers)
- The restroom facility will be modular in design. Size to be determined later.
- Design will provide a boardwalk through the existing wetlands.
- Existing utilities for the restroom facility have been provided. Other utilities readily available or needed will be determined through the master planning effort.
- Enhancement of the wetland will be graphically depicted in the master planning phase only.

## IV. Scope of Work

### Task 1: Project Management and Administration

PBS shall oversee project tasks and coordinate with city representatives to manage the scope, schedule, and budget for the master planning concept alternatives.

### Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated markups; total cost for labor and expenses for the billing period; subconsultants fees for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.

#### Deliverables:

- Monthly invoices, Contract Summary Reports, and project status reports
- Project documentation

### Subtask 1.2: Meetings

This item includes the preparing for and facilitating regular meetings to successfully complete the project.

- The consultant will schedule project team meetings and prepare meeting agendas. This includes a project kick-off/final plan review meeting, review meetings, and coordination meetings.
- The consultant will organize and hold project meetings with key project team members, as well as representatives from the City. These meetings shall have specific agendas addressing and resolving project issues as they are encountered.
- The consultant will organize and hold a kick-off meeting for overall programmatic scoping from the City and Park Board.

#### Deliverables:

- Meeting agendas and meeting summaries delivered within five working days of the meeting.

### Subtask 1.3: Management, Coordination, and Direction

- The consultant will provide management, coordination, and direction to the project team in order to complete the project on time and within budget.
- The consultant shall prepare and maintain a project design schedule. The schedule will identify consultant tasks, major milestones and deliverables, and items provided by the City and other consultants. The schedule shall be updated every month or as circumstances require.
- The consultant shall coordinate consultant tasks and activities with the City. This will include using monthly meetings to plan and coordinate upcoming activities.

#### Deliverables:

- Project schedule and schedule updates

- Summary notes of coordination efforts

#### **Subtask 1.4: Quality Assurance/Quality Control**

- The Consultant will provide quality assurance/quality control (QA/QC) for design work in accordance with the Consultant's QA/QC Program. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

### **Task 2: Master Plan Concepts**

#### **Subtask 2.1: Stakeholder Meeting**

This portion of work is for facilitating the kick-off meeting to gather and identify goals from the City, selected stakeholders and the Park Board. The outcome of this meeting will define direction for two alternatives in the concept alternatives.

Specific tasks to be performed and services to be provided by PBS are as follows:

1. Conduct a site visit of project area.
2. Research and analyze existing trends of user activity.
3. Coordinate with design team on opportunities for site plan development.
4. Conduct kick-off meeting for identifying goals and objectives.
5. Compile and prepare a summary of meeting notes.

#### **Subtask 2.2: Master Plan Conceptual Alternatives**

This portion of work is for preparing two to three master plan concept alternatives. Work will be for preparation of concepts following information gathered in the kick-off concept meeting.

Specific tasks to be performed and services to be provided by PBS are as follows:

1. Coordinate site plan concepts with civil design team.
2. Research and compile information related to identified goals.
3. Prepare graphic exhibits of two or three alternative concepts (combination of 2D plan view and 3D renderings/illustrations including images).
4. Prepare cost associations in conceptual ranges for each alternative.
5. Conduct a concept alternative presentation.
6. Compile and prepare a summary of meeting notes.

#### **Deliverables:**

1. Agenda and presentation engagement for meeting
2. Two to three exhibit boards for each alternative concept (2D plan view and 3D rendering/illustration)

#### **Subtask 2.3: Preferred Master Plan Concept**

This portion of work is for providing a final concept graphic incorporating feedback from the two to three alternatives and facilitating a presentation.

Specific tasks to be performed and services to be provided by PBS are as follows:

1. Compile information from the alternative concept meeting.
2. Prepare final graphic exhibit updated to incorporated feedback.
3. Prepare a graphic exhibit of plant species as part of the master plan concept.

4. Prepare a revised cost estimate with final assumptions.
5. Conduct final meeting with stakeholders.

**Deliverables:**

1. Agenda and presentation engagement for meeting
2. Graphic exhibit(s) of final concept (2D plan view/3D rendering)
3. Conceptual cost estimate of preferred alternative.

**Task 3: Natural Resources**

Natural resources staff will provide input to the team regarding critical area impacts, mitigation opportunities, permit requirements and schedules to obtain any necessary permits for the master plan alternatives. Natural resource staff will coordinate with landscape architecture, geotechnical engineering, civil engineering and structural engineering to summarize feasible solutions that align with the best permitting track. Attendance at the kick-off meeting or other client meetings is not included.

**Task 4: Civil Engineering**

Civil engineering staff will provide input to the team regarding feasible grading, stormwater design, and utility connections and will coordinate with landscape architecture, geotechnical engineering, and natural resources staff to summarize the constructability, engineering, and environmental constraints of the master plan alternatives. Civil engineering staff will provide concept level construction cost opinions related to the preferred master plan. One site visit will be completed by civil engineering staff. Attendance at the kick-off meeting or other client meetings is not included.

**Task 5: Geotechnical Engineering**

Geotechnical engineering staff will develop a summary of subsurface and groundwater conditions in the site vicinity and provide input to the team regarding geotechnical-related aspects of site development, including grading, stormwater design, and structure foundations. All geotechnical work shall remain reconnaissance level and no exploration or reports are included. Attendance at the kick-off meeting, site visit, or other client meetings is not included.

**Task 6: Structural Engineering**

Structural engineering staff will provide input to the team regarding feasible boardwalk structural systems and will coordinate with geotechnical and natural resources staff to summarize the constructability, engineering, and environmental constraints of the master plan alternatives. Structural engineering staff will select a structural system for the boardwalk for the landscape architecture team to present in the master plan, and we will provide concept level construction cost opinions related to the considered structures. Attendance at the kick-off meeting, site visit, or other client meetings is not included.

| EXHIBIT B-2                                                       |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  |         |                 |              |
|-------------------------------------------------------------------|---------------------------------------------------------------|---------------|--------------|-------------|------------|-------------|--------------|-------------|-----------------------|------------------------|-----------------------|------------------------|----------------------------|-----------------------|------------------|---------|-----------------|--------------|
| Horns Corner Park Master Planning                                 | PBS Engineering and Environmental<br>(Engineering/Management) |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | PBS     | TOTAL<br>BUDGET |              |
| Task and Description                                              | ENG-Prncpl                                                    | Engineer VIII | Engineer VII | Engineer VI | Engineer V | Engineer IV | Engineer III | Engineer II | Engineering Technican | Landscape Architect VI | Landscape Architect V | Landscape Architect II | Public Involvement Manager | Sr. Scientist/Planner | Administrator II | Expense | TOTAL           | AMOUNT       |
| TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION                    |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ 5,330.00     | \$ 5,330.00  |
| Task 1.1 Contract Administration, Invoicing, and Progress Reports |                                                               |               |              |             |            |             |              |             |                       | 3.00                   |                       |                        |                            |                       | 3.00             | \$ -    | \$ 780.00       | \$ 780.00    |
| Task 1.2 Meetings and Poresentations                              |                                                               |               |              |             |            |             |              |             |                       | 8.00                   |                       | 4.00                   |                            |                       |                  | \$ -    | \$ 1,680.00     | \$ 1,680.00  |
| Task 1.3 Management, Coordination and Direction                   |                                                               |               |              |             |            |             |              |             |                       | 12.00                  |                       |                        |                            |                       |                  | \$ -    | \$ 1,920.00     | \$ 1,920.00  |
| Task 1.4 QA/QC                                                    |                                                               |               | 5.00         |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ 950.00       | \$ 950.00    |
| TASK 2 - LANDSCAPE ARCHITECTURE                                   |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ 9,880.00     | \$ 9,880.00  |
| Task 2.1 Stakeholder Meeting                                      |                                                               |               |              |             |            |             |              |             |                       | 6.00                   |                       | 6.00                   |                            |                       |                  | \$ -    | \$ 1,560.00     | \$ 1,560.00  |
| Task 2.2 Master Plan Conceptual Alternatives                      |                                                               |               |              |             |            |             |              |             |                       | 8.00                   |                       | 48.00                  |                            |                       |                  | \$ -    | \$ 6,080.00     | \$ 6,080.00  |
| Task 2.3 Preferred Master Plan Concept                            |                                                               |               |              |             |            |             |              |             |                       | 4.00                   |                       | 16.00                  |                            |                       |                  | \$ -    | \$ 2,240.00     | \$ 2,240.00  |
| TASK 3: NATURAL RESOURCES                                         |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ 1,550.00     | \$ 1,550.00  |
| Task 4.1 Master Planning                                          |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            | 10.00                 |                  | \$ -    | \$ 1,550.00     | \$ 1,550.00  |
| TASK 4 - CIVIL ENGINEERING                                        |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ 4,370.00     | \$ 4,370.00  |
| Task 4.1 Master Planning                                          | 2.00                                                          |               |              | 6.00        |            |             | 20.00        |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ 4,370.00     | \$ 4,370.00  |
| TASK 5: GEOTECHNICAL ENGINEERING                                  |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ 1,608.00     | \$ 1,608.00  |
| Task 6.1 Master Planning                                          | 2.00                                                          |               |              |             |            | 4.00        |              | 4.00        |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ 1,608.00     | \$ 1,608.00  |
| TASK 6: STRUCTURAL ENGINEERING                                    |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ 1,710.00     | \$ 1,710.00  |
| Task 6.1 Master Planning                                          | 2.00                                                          | 6.00          |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ 1,710.00     | \$ 1,710.00  |
| Reimbursable Expenses                                             |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ -            | \$ -         |
| Copies                                                            |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ -            | \$ -         |
| Expenses                                                          |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ -            | \$ -         |
| Travel                                                            |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  | \$ -    | \$ -            | \$ -         |
|                                                                   |                                                               |               |              |             |            |             |              |             |                       |                        |                       |                        |                            |                       |                  |         |                 |              |
| TOTAL HOURS                                                       | 6.00                                                          | 6.00          | 5.00         | 6.00        | 0.00       | 4.00        | 20.00        | 4.00        | 0.00                  | 41.00                  | 0.00                  | 74.00                  | 0.00                       | 10.00                 | 3.00             |         |                 |              |
| MAX HOURLY RATES                                                  | 240.00                                                        | 205.00        | 190.00       | 175.00      | 163.00     | 152.00      | 142.00       | 130.00      | 100.00                | 160.00                 | 140.00                | 100.00                 | 160.00                     | 155.00                | 100.00           |         |                 |              |
| TOTAL DOLLARS                                                     | \$ 1,440.00                                                   | \$ 1,230.00   | \$ 950.00    | \$ 1,050.00 | \$ -       | \$ 608.00   | \$ 2,840.00  | \$ 520.00   | \$ -                  | \$ 6,560.00            | \$ -                  | \$ 7,400.00            | \$ -                       | \$ 1,550.00           | \$ 300.00        | \$ -    | \$ 24,448.00    | \$ 24,448.00 |

## **CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** January 13, 2022

**ITEM:**

**AGENDA ITEM TITLE:** Motion - Approval of Contract with DOWL for Master Planning and Design of Refuge Park

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**GOVERNING LEGISLATION:**

Revised Code of Washington Title 35 – Cities and Towns

**PREVIOUS COUNCIL ACTION TAKEN:**

None

**SUMMARY/BACKGROUND:**

Refuge Park is an approximately 20-acre neighborhood park located off of Hillhurst Road. The park has approximately 6.5 acres of grass meadow adjacent to Hillhurst Road that is bisected by the access road to the River S unit of the Ridgefield National Wildlife Refuge. The property was purchased by the City in 2012, and the City received an RCO grant for retroactive purchase of the property in 2013. That same year the City completed master planning of the park, however the plan was never implemented. In 2015 a temporary off leash dog park was constructed on the east side of River S access road. The off leash area proved to be very popular and in 2020 additional improvements to the off leash area were completed to allow it to be a permanent feature of the park.

The off leash area was not included in the 2013 master planning work. To create an updated vision for the Park that includes the off leash area the City requested proposals for master planning and design of improvements to the park. Two firms responded and based on staff's scoring of the proposals DOWL was selected and the successful consultant.

In 2021 the City used Ridgefield Roundtable to gather information from the public on features that they are interested in seeing the future Refuge Park. This information will be wrapped into the master planning effort. Following the development of 2-3 master planning concepts a preferred design will be selected by the Council and design and construction of the first phase of improvements will be completed in 2022.

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**BUDGET/FINANCIAL IMPACTS:**

The 2022 Budget includes a total of \$225,000 for the design and construction of Phase 1 Refuge Park. The master planning work design Contract with DOWL is for approximately \$25,000. After Completion of the master planning work the contract award may be used for the Phase 1 design effort later in 2022, as well as future design efforts.

**RECOMMENDED ACTION OR MOTION:**

Staff recommends awarding the Planning and Design contract for Refuge Park to DOWL. A recommended motion would be:

**“I move to award the Planning and Design Contract for Refuge Park to DOWL”**

**STAFF CONTACT:** Bryan Kast, Public Works Director

**ATTACHMENTS:** Refuge Park Scope of Work\_220110 (PDF)



January 10, 2022

**CITY OF RIDGEFIELD**

Attn: Bryan Kast  
487 S 56<sup>th</sup> Place  
Ridgefield, WA 98642

RE: Refuge Park - Master Plan

Dear Bryan:

DOWL is grateful for this opportunity to work with the City of Ridgefield to develop an overall master plan for Refuge Park.

Per our discussions, the attached scope of work and fee proposal is provided to develop a master plan for the site and define the scope of work for phase 1 improvements.

Thank you again for selecting our team to assist you in this exciting endeavor. We look forward to getting the project started. If you have any questions regarding this proposal, please do not hesitate to contact me at 971-322-4019 or email me at [rstapleton@dowl.com](mailto:rstapleton@dowl.com).

Sincerely,

Read Stapleton, AICP  
Planning Project Manager

**DOWL**

Attachment: Refuge Park Scope of Work\_220110 (Approval of Contract with DOWL)

## Task 1 - Project Management and Meetings

|                                               |                 |
|-----------------------------------------------|-----------------|
| <b><i>Landscape Architecture Services</i></b> | <b>\$ 4,690</b> |
| Kick-Off Meeting                              | \$ 545          |
| Team Meetings and Coordination                | \$ 1,420        |
| Project Schedule and Decision Log             | \$ 660          |
| Stakeholder Meetings                          | \$ 925          |
| Parks Advisory Board Meetings                 | \$ 760          |
| City Council Presentation                     | \$ 380          |
| <b><i>Civil Engineering Services</i></b>      | <b>\$ 760</b>   |
| Team Meetings and Coordination                | \$ 760          |

## Task 2 – Site Inventory and Assessment

|                                               |                 |
|-----------------------------------------------|-----------------|
| <b><i>Landscape Architecture Services</i></b> | <b>\$ 5,590</b> |
| Review Background Information                 | \$ 1,200        |
| Site Visit                                    | \$ 1,090        |
| Site Inventory Diagrams                       | \$ 2,010        |
| Opportunities and Constraints                 | \$ 1,290        |
| <b><i>Civil Engineering Services</i></b>      | <b>\$ 2,355</b> |
| Review Background Information                 | \$ 2,145        |
| Site Visit                                    | \$ 210          |

## Task 3 – Master Plan Design

|                                               |                 |
|-----------------------------------------------|-----------------|
| <b><i>Landscape Architecture Services</i></b> | <b>\$ 9,720</b> |
| Preliminary Master Plan Alternatives          | \$ 5,640        |
| Master Plan Refinement                        | \$ 2,760        |
| Cost Estimate and Phasing Plan                | \$ 1,320        |
| <b><i>Civil Engineering Services</i></b>      | <b>\$ 1,545</b> |
| Preliminary Master Plan Alternatives          | \$ 1,545        |

|                                    |                  |
|------------------------------------|------------------|
| <b>Total Lump Sum</b>              | <b>\$ 24,660</b> |
| <b>Reimbursable Expense Budget</b> | <b>\$ 300</b>    |

### Reimbursable Expenses

As contemplated throughout this Agreement, Reimbursable Expenses are an obligation of the Client and such Reimbursable Expenses will be included on the invoices issued to Client per the DOWL fee schedule.

The following reimbursable budget estimate is based on our experience with this project type and the governing agencies. *It is an estimate only.* Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current IRS rate for project related travel.

The following project related expenses are reimbursed at cost plus ten (10) percent:

- Copy and Reproduction Services
- Travel Expenses, other than private vehicle mileage



## Scope of Services

### PROJECT UNDERSTANDING

We understand the City is seeking a master plan design for Refuge Park that will establish a vision to guide future phases of park development, including a Phase 1 project that would be designed and permitted in 2022. The master plan will preserve the existing dog park and parking area and incorporate additional program elements into the park's overall design. DOWL understands that the park program elements will be based on prior community outreach conducted by the City of Ridgefield and that no new community outreach will be conducted as a part of the master plan work scope.

Below is a more detailed summary of DOWL's understanding of the project and site conditions that will influence the master plan.

#### *Existing Site and Environmental Considerations*

The 20-acre City-owned site is located along Hillhurst Road and extends to the Burlington Northern Santa Fe Railroad on the west side. Approximately 8-acres of the site is a gently sloped grassy area with an existing stormwater facility, dog park, and small parking area. The remainder of the site is wooded and includes steep slopes, wetlands and critical habitats. Given the environmental constraints within the wooded portion of the site, development opportunities will be limited to trails and site restoration.

#### *Edges*

The park is surrounded by a variety of uses; the Ridgefield National Wildlife Refuge (Refuge) to the west, S. Hillhurst Rd. to the east, and single family residential to the north and south. How the park engages with the varying adjacent uses will be an important consideration in the overall park design, circulation, and access. Given the regional draw of the Refuge plus an increase in park users, there will be an impact to immediate neighbors at park edges and entries. Impacts to neighbors will be an important consideration when siting active program elements.

#### *Vehicular Access and Parking*

The park is divided into two distinct zones separated by South Refuge Road, which provides vehicular access to the Refuge. One of the site challenges will be to create a cohesive design that integrates the north and south sides of the park and provides safe pedestrian connections across South Refuge Road. Development of new park amenities will likely increase demand for off-street parking and increase vehicular traffic to the site. The master plan concepts will include options for additional off-street parking to meet anticipated demand.

#### *Circulation*

Walking and biking trails were identified as desired future amenities in the 2020 Parks, Recreation, and Open Space Plan and in community outreach surveys conducted for Refuge Park. We will explore how arrival points influence circulation with the park, opportunities for looped trails that provide a variety of user experiences and take into consideration existing desire lines across the site. In addition to circulation within the park, we will evaluate opportunities to connect park trails to the Refuge, and to the Taverner Ridge neighborhood to the south.

#### *Master Plan Design Process*

DOWL understands the master plan design process will build off prior master plans completed in 2015 and integrate the existing park amenities with proposed new park program elements. In collaboration with the City, we will define project goals at the kick-off meeting and use the goals as a decision-making tool throughout the project. We will develop up to three master plan alternatives that provide distinct options for the park to be evaluated by the City team and Parks Advisory Board. Our team will facilitate review meetings to guide the decision-making process. We will incorporate input from the community, City project team, and Parks Advisory Board into the preferred final master plan for the park.

**Key Project Assumptions**

DOWL has prepared the attached scope of work based on the following key assumptions:

- *City of Ridgefield will provide GIS and/or CAD survey information for the site. Additional site investigations such as survey, environmental, archaeological, traffic and parking demand will not be conducted with the master plan.*
- *DOWL will develop master plan alternatives based on the park program provided by the City of Ridgefield. Additional community outreach to develop the park program will not be required.*
- *City of Ridgefield will post the illustrative master plan concepts to the City website for community feedback. Facilitation of public meetings or open houses will not be required and is not included in the scope of work.*
- *All meetings with City of Ridgefield staff, stakeholders, Parks Advisory Board, and City Council will be held virtually.*
- *The master plan phase will be completed by April 30, 2022.*



## SCOPE OF SERVICES

### **Task 1 – Project Management and Meetings**

*DOWL assumes that the master planning work scope defined below will occur over a three-month period, from approximately January – March 2022, with final presentations in April 2022.*

#### ***Landscape Architecture Services***

- **Kick-Off Meeting:** DOWL will facilitate a project kick-off meeting with the City project team. At the kick-off meeting we will review overall project schedule and key milestones and define the goals for the project.
- **Team Meetings and Coordination:** DOWL will hold up to 1-hour virtual meetings with the City team twice per month over the course of the project to coordinate work progress. Unused budget for meetings may be substituted to provide additional coordination via emails, phone calls, memorandums and plan distribution or document distribution.
- **Project Schedule and Decision Log:** DOWL will prepare a decision log and overall project schedule. The decision log will be used to track direction given to the consultant team and decisions made throughout the project. The project schedule will identify key milestones, meeting dates, and project deliverables.
- **Stakeholder Meetings:** DOWL will attend up to two (2) 1-hour stakeholder meetings throughout the project. It is assumed that these meetings will be virtual.
- **Parks Advisory Board Meetings:** It is anticipated that DOWL representatives will meet with the Parks Advisory Board two (2) times during the project; first to present the master plan alternatives, and a second time to present the final master plan for approval. It is assumed that these meetings will be virtual. Unused budget for meetings may be substituted to provide additional coordination via emails, phone calls, memorandums and plan distribution or document distribution.
- **City Council Presentation:** DOWL will attend one (1) City Council meeting to lead the presentation of the final master plan for adoption by Council. It is assumed that these hearings will be virtual.

#### ***Civil Engineering Services***

- **Team Meetings and Coordination:** Project team civil engineering staff will attend up to three (3) meetings over the course of the project to gather data and confirm infrastructure requirements for the master plan. Unused budget for meetings may be substituted to provide additional coordination via emails, phone calls, memorandums and plan distribution or document distribution.

#### ***Deliverables:***

- Kick-off Meeting Minutes
- Project Schedule and Decision Log
- Park Advisory Board Presentation
- City Council Presentation

### **Task 2 – Site Inventory and Assessment**

#### ***Landscape Architecture Services***

- **Review Background Information:** DOWL will review all readily available, City-provided, background information. We anticipate information to include GIS and/or CAD survey for the site, GIS data on natural resources, wetland and/or habitat buffers, prior master plans, and a summary of community outreach efforts.



- Site Visit: DOWL representatives will conduct a site visit to review existing conditions and photograph the site.
- Site Inventory Diagrams: DOWL will prepare diagrams of existing conditions of the site based on available background information to illustrate topography, natural resources, vegetation typologies, utilities, access points, and existing park features.
- Opportunities and Constraints: DOWL will prepare a site opportunities and constraints diagram based on the site inventory.

### ***Civil Engineering Services***

- Review Background Information: The project civil engineering team will review all readily available, City-provided, background information pertaining to existing Stormwater, utilities, and infrastructure and provide a memo summarizing the findings to the project team. Memo will include a summary of the existing infrastructure as well as opportunities and constraints that will impact future development of the site.
- Site Visit: Civil engineering representatives will attend a site visit to review existing conditions.

### ***Deliverables:***

- Memo summarizing existing utility and stormwater infrastructure and opportunities and constraints for future development
- Site Inventory Diagrams – assume up to six (6) diagrams
- Opportunities and Constraints Diagram

## **Task 3 – Master Plan Design**

### ***Landscape Architecture Services***

- Preliminary Master Plan Alternatives: DOWL will prepare up to three distinct master plan concepts for the site. Desired park program elements will be provided by City of Ridgefield. The design concepts will explore options for park character and theming, siting of program elements and program adjacencies, pedestrian and vehicular circulation, off-street parking, and overall planting strategy. Planting strategies will identify plant typologies and character but will not include detailed plant lists.
- Master Plan Refinement: DOWL will incorporate comments from the City project team, Parks Advisory Board, and Stakeholders to refine the preferred master plan concept into the final master plan.
- Cost Estimate and Phasing Plan: DOWL prepare a single order of magnitude cost estimate for the final masterplan. The cost estimate will be a planning level estimate intended to inform the phasing strategy and will include a summary of estimated costs for each program element. DOWL will collaborate with the City to develop a phasing strategy for the site and define the limits of Phase I improvements.

### ***Civil Engineering Services***

Preliminary Master Plan Alternatives: Civil engineering project team will review up to three draft master plan concepts prepared by DOWL and provide a memo summarizing preliminary recommendations for stormwater and utility infrastructure improvements for each concept. DOWL will incorporate recommendations into the illustrative site plans for each concept.

### ***Deliverables:***

- Illustrative Site Plans and Precedent Image Boards for up to three (3) Master Plan Concepts
- Serviceability and proposed stormwater memo for each master plan concept.
- Illustrative Site Plan of the Final Master Plan
- Cost Estimate and Phasing Plan

## **CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** January 13, 2022

**ITEM:**

**AGENDA ITEM TITLE:** A Resolution Accepting a Notice of Intent to Annex  
Approximately 5 Acres Identified as the Kdev Annexation Area  
Located Adjacent to the Border of the City of Ridgefield

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**GOVERNING LEGISLATION:**

RCW 35A.14.120-150 – Direct petition method

**PREVIOUS COUNCIL ACTION TAKEN:**

None.

**SUMMARY/BACKGROUND:**

The City has received an application for Intent to Annex for two parcels on the corner of S 85<sup>th</sup> Avenue and NE 259<sup>th</sup> Street. The parcels are in the Urban Growth Area and adjacent to the city limits, and are therefore eligible for annexation.

See attached staff report for more information.

**BUDGET/FINANCIAL IMPACTS:**

None.

**ACTION OR MOTION:**

To accept the Intent to Annex:

“I move to adopt Resolution No. 603 as presented.”

To accept the Intent to Annex with geographical modifications:

“I move to adopt Resolution No. 603 with geographical modifications.”

To reject the Intent to Annex:

No motion.

**STAFF CONTACT:**

Claire Lust, Community Development Director

PLZ-21-0114 KDev Intent to Annex\_Staff Report (PDF)

**ATTACHMENTS:**

**Resolution No.603**

**A RESOLUTION ACCEPTING A NOTICE OF INTENT TO ANNEX APPROXIMATELY 5 ACRES IDENTIFIED AS THE KDEV ANNEXATION AREA LOCATED ADJACENT TO THE BORDER OF THE CITY OF RIDGEFIELD**

WHEREAS, a Notice of Intent to Annex was filed with the City of Ridgefield on November 23, 2021 containing signatures representing owners of 10 percent of the assessed valuation of the property in accordance with §35A.14.120 of the Revised Code of Washington; and

WHEREAS, the City Council of the City of Ridgefield has considered a Notice of Intent and 10% petition to annex approximately 5 acres consisting of Clark County Assessor's Parcel No. 214425000 located at 740 S 85<sup>th</sup> Avenue and Clark County Assessor's Parcel No. 214460000 located at 1004 NE 259<sup>th</sup> Street (referred to as the KDev annexation area) into the City of Ridgefield; and

WHEREAS, the KDev annexation area is designated Neighborhood Commercial (NC) in the 2016 Ridgefield Urban Area Comprehensive Plan; and

WHEREAS, RDC 18.230.020.A states that the Commercial Neighborhood Business (CNB) zoning district shall implement the NC comprehensive plan designation; and

WHEREAS, the City Council of the City of Ridgefield has reviewed said annexation request, and has considered whether to authorize the circulation of a petition for annexation, and, if so, upon what terms; and

WHEREAS, authorizing the circulation of a petition does not bind the City to approve the annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON, AS FOLLOWS:

Section 1. The City Council hereby authorizes the circulation of a petition for annexation for the KDev annexation area.

Section 2. All property within the territory hereby sought to annexed shall assume its proportionate share of the City's indebtedness existing as of the date of annexation and as modified in the future, and shall be assessed and taxed at the same rate and at the

same basis as property within the City of Ridgefield.

Section 3. The annexation area is proposed to be zoned CNB in accordance with RDC 18.230.020.A and the Ridgefield Urban Area Comprehensive Plan.

ADOPTED AT THE REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 13<sup>th</sup> DAY OF JANUARY, 2022.

CITY OF RIDGEFIELD

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NAME, Mayor

ATTEST/AUTHENTICATED:

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Julie Ferriss  
City Clerk

Attachment A: KDev Annexation Area



## COMMUNITY DEVELOPMENT DEPARTMENT

230 Pioneer Street | PO Box 608 | Ridgefield, WA 98642  
(360) 887-3557 | Fax: (360) 887-0861 | [www.ci.ridgefield.wa.us](http://www.ci.ridgefield.wa.us)

### KDev Intent to Annex

#### Staff Report

File No. PLZ-21-0114

January 13, 2022

## I. Basic Facts

**Council date:** January 13, 2022

**Action requested:** KDev Notice of Intent to Annex and Council determination whether to proceed with annexation.

**Application date:** On November 23, 2021, the City received the KDev Intent to Annex application. On December 7, 2021 staff found the application technically complete.

**Applicant:** Mason Wolfe, Wolfe Project Management. 2401 W Main St, Ste 210 / Battle Ground, WA 98604.  
Contact: 360-907-9588, [mason@wolfepm.com](mailto:mason@wolfepm.com)

**Property Owners:** 1. KDev, LLC. 2401 W Main St Ste 210 / Battle Ground, WA 98604. Contact: Chad Kripper, 360-518-8455, [chad@kdev.net](mailto:chad@kdev.net)

2. Dorothy Davis. 1004 NE 259<sup>th</sup> St / Ridgefield, WA 98642.

**Property Information:** 1. 740 S 85<sup>th</sup> Ave / Ridgefield, WA 98642. #9 S23 T4N R1E WM, Assessor's #214425000, 4 acres.

2. 1004 NE 259<sup>th</sup> St / Ridgefield, WA 98642. #45, #2 S23 T4N R1E WM, Assessor's #214460000, 1 acre.

**County Zoning:** Neighborhood Commercial (NC), Urban Holding 20 (UH-20)

**County Comprehensive Plan Designation:** Commercial (C)

**2016 Ridgefield Urban Area Comprehensive Plan Designation:** Neighborhood Commercial (NC)

**Staff Contact:** Claire Lust, Community Development Director. 360.857.5024, [claire.lust@ridgefieldwa.us](mailto:claire.lust@ridgefieldwa.us)

## II. Documents Received

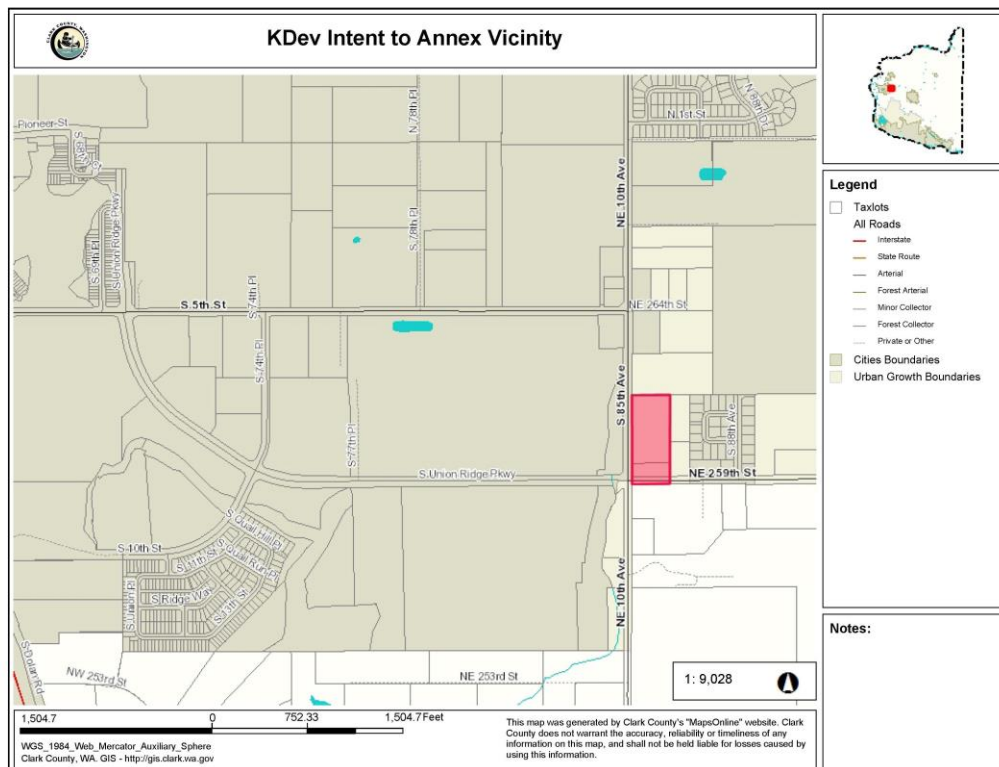
- A. Master land use application
- B. Notice of intent to annex application
- C. Declaration of intent to annex
- D. Narrative
- E. Vicinity map

### III. Property Information

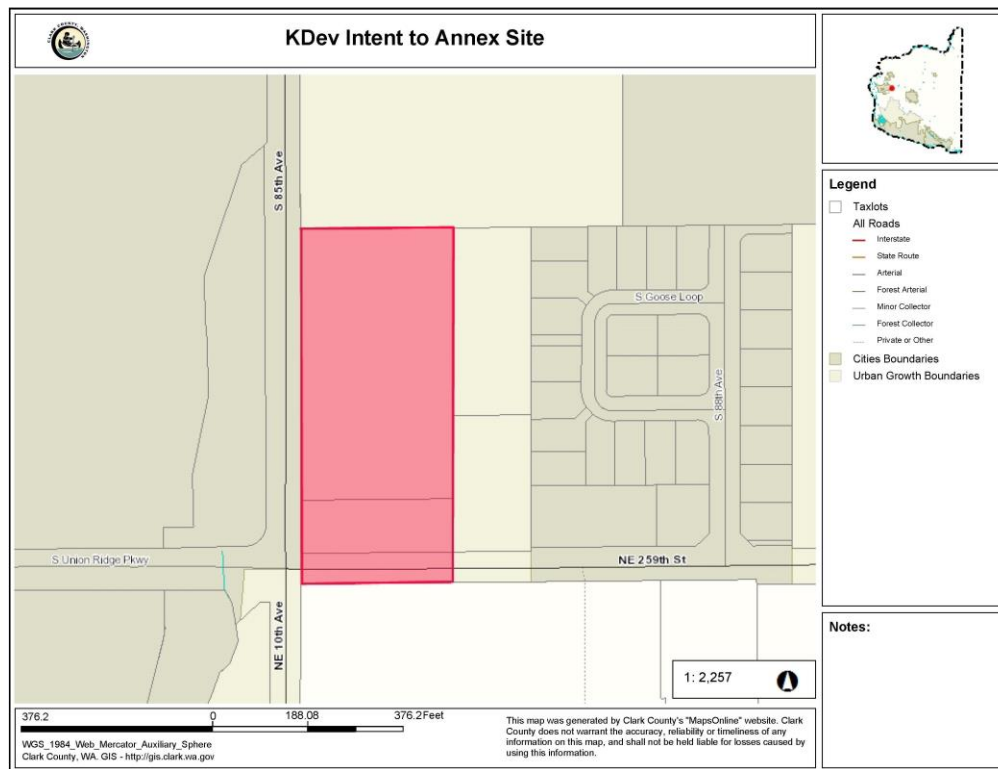
The Intent to Annex includes two adjacent parcels and the adjacent right-of-way. KDev LLC owns the parcel with Assessor's #214425000, and Dorothy Davis owns the parcel with Assessor's #214460000. The subject parcels are within the Ridgefield Urban Growth Area (UGA) and are contiguous with the Ridgefield city limits to the west. Therefore, the parcels are eligible for annexation. The property information is as follows:

| Property Owner | Legal                                         | Square Feet    | Acres    | 2021 Assessed Taxable Property Value | Site Address                                      |
|----------------|-----------------------------------------------|----------------|----------|--------------------------------------|---------------------------------------------------|
| K DEV LLC      | #9 S23 T4N R1E WM, Assessor's #214425000      | 174,240        | 4        | \$403,458.00                         | 730 S 85 <sup>th</sup> Ave / Ridgefield, WA 98642 |
| DAVIS, DOROTHY | #45, #2 S23 T4N R1E WM, Assessor's #214460000 | 43,560         | 1        | \$235,785.00                         | 1004 NE 259 St / Ridgefield, WA 98642             |
|                |                                               | Total: 217,800 | Total: 5 | Total : \$629,243.00                 |                                                   |

#### Vicinity Map



## Site Map



## IV. Zoning and Development

The current Clark County zoning of the properties is Neighborhood Commercial (NC), with the Urban Holding – 20 (UH-20) overlay. The 2016 Ridgefield Urban Area Comprehensive Plan designation is Neighborhood Commercial (NC). RDC 18.230.020.A states that the Commercial Neighborhood Business (CNB) zoning district implements the NC Comprehensive Plan designation and shall be applied to all newly annexed NC lands.

Per the applicant's introductory statement and application materials, there are no immediate plans to develop the property. The property owners may at a future time decide to develop the property subject to the CNB development standards in RDC 18.230.

## V. Direct Petition Method

The direct petition method of annexation (RCW 35A.14.120–150) requires that owners of 10% or more of the land value of the proposed annexation area must sign the Notice of Intent to Annex. Road values are not included in this calculation. Chad Krippner signed the Notice of Intent to Annex on behalf of KDev, LLC. KDev LLC owns 64% of the land value of the properties proposed for annexation (\$403,458.00 of \$629,243.00), exceeding the 10% threshold of the Notice of Intent to Annex.

## VI. Procedure

At this meeting, City Council will determine:

- **Whether the city will accept, reject, or geographically modify the KDev Notice of Intent to Annex;**
- Whether the city will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330 and RCW 35A.14.340);
- Whether the property, if annexed, will be consistent with the 2016 Ridgefield Urban Area Comprehensive Plan (RUACP);
- Whether the property, if annexed, will be required to assume all or any portion of the city's existing general indebtedness; and
- Whether the property, if annexed, will be supported by the city's Capital Facilities Plan.

Should the Council accept the Notice of Intent to Annex, the Council authorizes the Notice of Petition to Annex to be circulated. The Petition to Annex process is:

- 60% Notice of Petition to Annex: The applicant shall secure the signatures of the property owners holding a minimum of 60% of the total value of the area proposed for annexation;
- Petition to Annex Application: The applicant shall submit a complete Petition to Annex application to the city;
  - Public Services: In the application, the applicant shall demonstrate that there are adequate public services available to serve the annexation area;
  - Survey: In the application, the applicant shall include a survey map and legal description of the entire annexation area including the adjacent right-of-way.
- Certification of Sufficiency: The city shall send the 60% petition to Clark County for review of legal description and to obtain a Certification of Sufficiency;
- SEPA: The city shall prepare and circulate a SEPA DNS for rezoning the properties to CNB consistent with the RUACP;
- Council Hearing: City Council shall conduct a public hearing on the Notice of Petition to Annex;
- Council 2<sup>nd</sup> reading: City Council shall hold a 2<sup>nd</sup> reading to determine whether the city will accept or reject the Notice of Petition to Annex;
- Ordinances: The city shall adopt an ordinance annexing certain lands, adopt a zoning ordinance for the annexed area, and forward the ordinance(s) to the Clark County Assessor's Office, State Department of Revenue, State Department of Commerce, and State Office of Financial Management; and
- Census: The City Clerk shall report population increases to census reporting agencies.

**Signed:**



Claire Lust, Community Development Director

January 6, 2022

Attachment: PLZ-21-0114 KDev Intent to Annex\_Staff Report (KDev Intent to Annex)

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** January 13, 2022

**ITEM:**

**AGENDA ITEM TITLE:** An Ordinance of the City of Ridgefield, Washington Approving the Rezone of Property

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**GOVERNING LEGISLATION:**

RCW 36.70A Growth Management

**PREVIOUS COUNCIL ACTION TAKEN:**

None.

**SUMMARY/BACKGROUND:**

The City proposes a zone change to remove the Employment Mixed Use Overlay (EMUO) from nine contiguous parcels northwest of the Interstate 5 junction, leaving the Commercial Regional Business (CRB) base zone.

See attached staff report for more information.

**BUDGET/FINANCIAL IMPACTS:**

None.

**ACTION OR MOTION:**

None. Public hearing and first reading.

**STAFF CONTACT:** Claire Lust, Community Development Director

**ATTACHMENTS:** Union Ridge North EMUO Removal\_CC Staff Report (PDF)

**ORDINANCE NO. 1363****AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING THE REZONE OF PROPERTY**

**WHEREAS**, the City of Ridgefield is located within Clark County, Washington, which is required to complete land use planning under the Revised Code of Washington Chapter 36.70A, Growth Management Act (GMA); and,

**WHEREAS**, Ridgefield adopted the Ridgefield Urban Area Comprehensive Plan (RUACP), as amended, consistent with the GMA; and

**WHEREAS**, RCW 36.70A.040 and WAC 367-195-800 require jurisdictions planning under the GMA to adopt development regulations that are consistent with the adopted Comprehensive Plan and which implement the Comprehensive Plan goals and policies; and

**WHEREAS**, Assessor's parcels 213978000, 214038000, 214039000, 213956000, 214058000, 214016000, 213976000, 214054000, and 214019000 (Union Ridge North) are zone Commercial Regional Business (CRB) with the Employment Mixed Use Overlay (EMUO), and are subject to the development regulations set for and adopted by reference in the Union Ridge Master Plan Development Agreement (DA); and

**WHEREAS**, Article 5 of the DA permits any property owner in Union Ridge North to agree to waive their vested rights to the development regulations in the DA in favor of compliance with current base zone development standards; and

**WHEREAS**, the owner of seven of the Union Ridge North parcels (Oliva parcels) has exercised their right through Article 5 to vest to the current CRB standards rather than the EMUO standards; and

**WHEREAS**, the DA was not signed by the owners of the two remaining Union Ridge North parcels, and therefore Council may make a legislative finding that removing the EMUO from said parcels would correct a mapping error; and

**WHEREAS**, the proposal meets the approval requirements set forth in the Ridgefield Development Code, RDC 18.310.090 and RDC 18.320.050; and

**WHEREAS**, the Ridgefield Planning Commission conducted a public hearing on the proposed Union Ridge North EMUO Removal at a regularly scheduled meeting on January 5, 2022 during which specific time was given for the public to provide oral and written testimony on the amendments; and

**WHEREAS**, at the conclusion of the public hearing the Planning Commission voted unanimously to recommend approval of the proposal to City Council; and

**WHEREAS**, the City of Ridgefield submitted notice to the Washington State Department of Commerce on January 6, 2022 meeting the fourteen (14) day expedited State agency/public review process as prescribed by RCW 36.70A; and,

**WHEREAS**, consistent with WAC 197-11-340(2), on January 7, 2022 the City of Ridgefield issued a Determination of Non-significance regarding the proposal; and,

**WHEREAS**, the SEPA public comment period expired on January 21, 2022 and the City addressed all comments received; and,

**WHEREAS**, the Ridgefield City Council conducted a public hearing and the first reading of the proposal during a regularly scheduled City Council meeting held on January 13, 2022; and

**WHEREAS**, the Ridgefield City Council conducted a second reading on the proposal during a regularly scheduled meeting held on January 27, 2022; and,

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

**Section 1. Public Interest.** The Ridgefield City Council finds it to be in the public interest of health, safety, and general welfare to adopt the Union Ridge North EMUO Removal zoning amendment.

**Section 2. Rezone of Property.** The City Council for the City of Ridgefield hereby removes the EMUO zoning overlay from Parcels No. 213978000, 214038000, 214039000, 213956000, 214058000, 214016000, 213976000, 214054000, and 214019000 (Union Ridge North).

**Section 3. Compliance with RCW 36.70A.130.** The City of Ridgefield has met its obligations under RCW 36.70A.130 and finds no additional compliance actions are necessary.

**Section 4. Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of

scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

**Section 6. Effective Date.** This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 27<sup>th</sup> DAY OF JANUARY, 2022.**

\_\_\_\_\_  
NAME, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Julie Ferriss  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Janean Parker, City Attorney

First Reading: January 13, 2022

Second Reading/Passage: January 27, 2022

Date of Publication:

Effective Date:

**ATTACHMENT A: ZONING MAP UPDATE**



# THE CITY OF RIDGEFIELD

510 Pioneer Street Ste B | P.O. Box 608 | Ridgefield, WA

## Union Ridge North EMUO Removal (Zone Change) City Council Staff Report

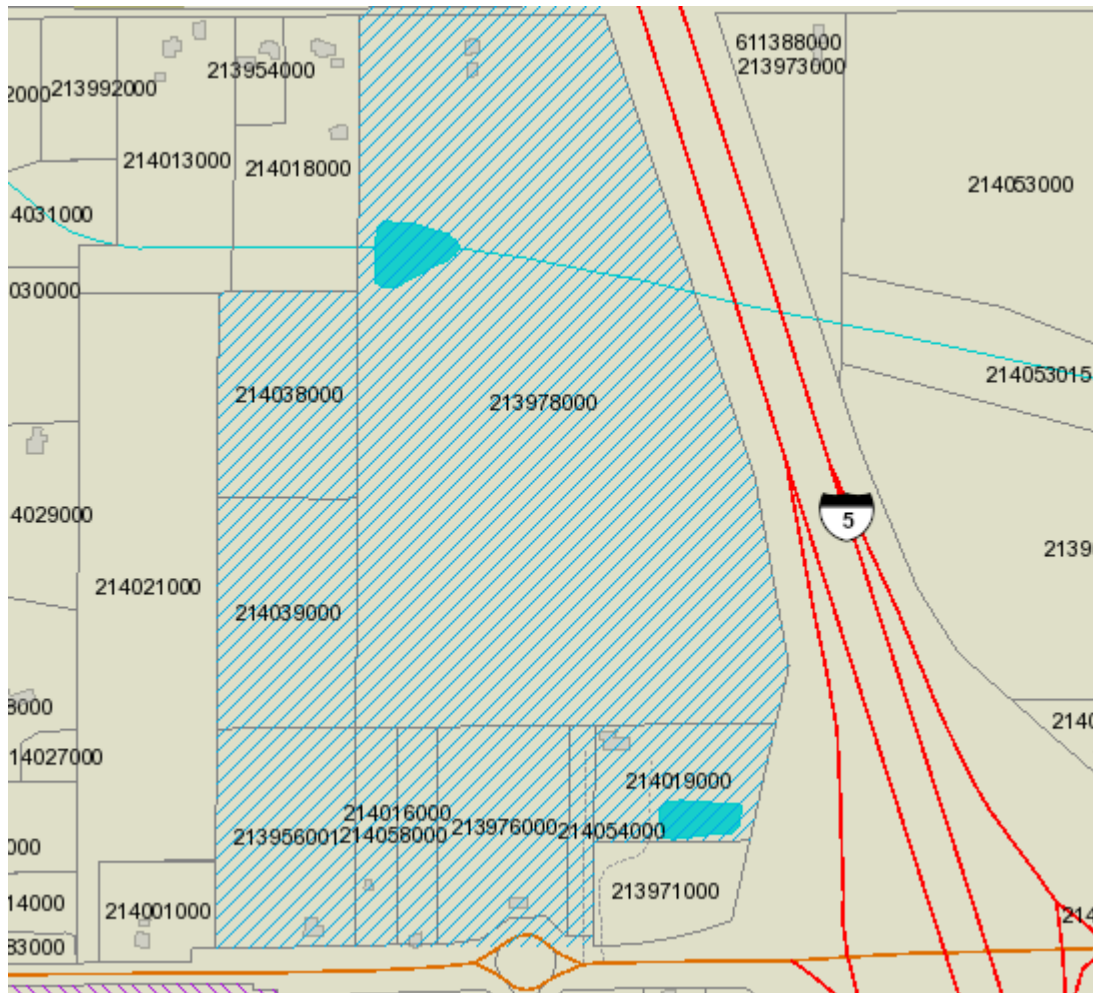
### I. PROPOSAL

The City proposes a zone change to remove the Employment Mixed Use Overlay (EMUO) from nine parcels northwest of the Interstate 5 junction:

| Parcel    | Owner                 | Existing zoning                                                         | Proposed zoning                    |
|-----------|-----------------------|-------------------------------------------------------------------------|------------------------------------|
| 213978000 | Oliva, Steven J       | Commercial Regional Business (CRB), Employment Mixed Use Overlay (EMUO) | Commercial Regional Business (CRB) |
| 214038000 | URTC Northwest LLC    | CRB, EMUO                                                               | CRB                                |
| 214039000 | URTC Northwest LLC    | CRB, EMUO                                                               | CRB                                |
| 213956001 | URTC Northwest LLC    | CRB, EMUO                                                               | CRB                                |
| 214058000 | Union Ridge LLC       | CRB, EMUO                                                               | CRB                                |
| 214016000 | Chang, Bryce B        | CRB, EMUO                                                               | CRB                                |
| 213976000 | Oliva, Steven J       | CRB, EMUO                                                               | CRB                                |
| 214054000 | Oliva, Steven J       | CRB, EMUO                                                               | CRB                                |
| 214019000 | Gatach Properties LLC | CRB, EMUO                                                               | CRB                                |

Note: URTC Northwest LLC is represented by Steven J Oliva. Union Ridge LLC (parcel 214058000) is currently in a 50/50 partnership between Oliva and Gramor Development, Inc. Oliva will have 100 percent ownership of parcel 214058000 by January 13, 2022.

Figure 1. Subject parcels (EMUO shown with blue stripes)



The subject parcels total approximately 70 acres. According to Clark County GIS, there are two mapped wetland complexes, one across the north-central portion of parcel 213978000 and one across the southern parcels adjacent to Pioneer Street. Mapped riparian habitat areas, hydric soils, and slopes of five to fifteen percent are associated with each of the wetland complexes.

The site largely has grass cover, with a few treed areas associated with wetlands and former residences. Three of the parcels contain uninhabited single-family residences (213978000, 213956001, and 214016000). The remaining six parcels are vacant. Parcel 214019000 has been graded in conjunction with the adjacent parcel to the south, which is not in the EMUO and not subject to a zone change request.

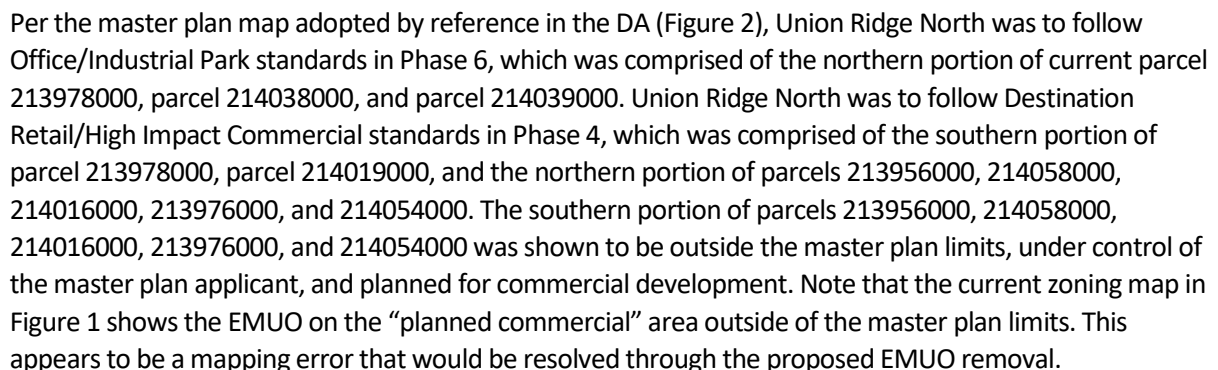
## II. PLANNING CONTEXT

### Employment Mixed Use Overlay (EMUO)

On May 23, 2002 the City amended its comprehensive plan to add EMUO policies. On April 10, 2003 the City adopted an EMUO ordinance into the zoning code. This ordinance allowed properties 40 acres or greater in size and zoned Industrial Park or Master Planned Business Park to be developed with a mix of uses, including residential, commercial, and employment uses, upon adoption of and compliance with the EMUO ordinance. In order to develop under the EMUO ordinance, any developer was required to prepare

## Union Ridge Master Plan

Figure 2. Union Ridge Master Plan map



### Union Ridge Master Plan Development Agreement

In June 2006, the City entered into the Union Ridge Master Plan Development Agreement (DA) with Pioneer Estates LLC, Ridgefield Junction LLC, Dollar Tree Distribution Inc., SC Hinton LLC, and SC Graf LLC, as required by the EMUO code in order to implement the master plan and apply the EMUO to the subject parcels. The stated purposes of the DA (Article 1) include:

- Set forth the development standards applicable to the Union Ridge Master Plan; and
- Vest these permitted uses and development standards for the period set forth in the DA.

The DA incorporated the following documents by reference (Articles 2 and 3):

- The master plan application;
- The Final Order approving the master plan; and
- The Union Ridge Development Standards and Design Guidelines, a document which includes the map shown in Figure 2.

Article 5 of the DA provides that the property within the Union Ridge Master Plan is vested as to all of the permitted uses and development standards described in the master plan application and the Final Order approving the master plan, unless an owner agrees to waive its vested rights to any or all ordinances applicable to the development, in which case the owner shall be subject to the current code.

### Relationship between master plan, DA, and EMUO

Once the DA was adopted, the EMUO zoning overlay was applied to the parcels in Union Ridge South and North in order to implement DA, which incorporated the master plan. Put another way, the Union Ridge master plan necessitated the DA, which then necessitated the EMUO. The master plan, DA, and EMUO are interdependent, with the result being that **the master plan development standards are housed in the EMUO.**

### 2021 Development concept and zone change proposal

Currently, the owner of seven of the nine subject parcels ("Oliva parcels") intends to develop these parcels with a large commercial anchor business and multiple smaller, surrounding commercial businesses.

Figure 3. Oliva parcels and mapped EMUO

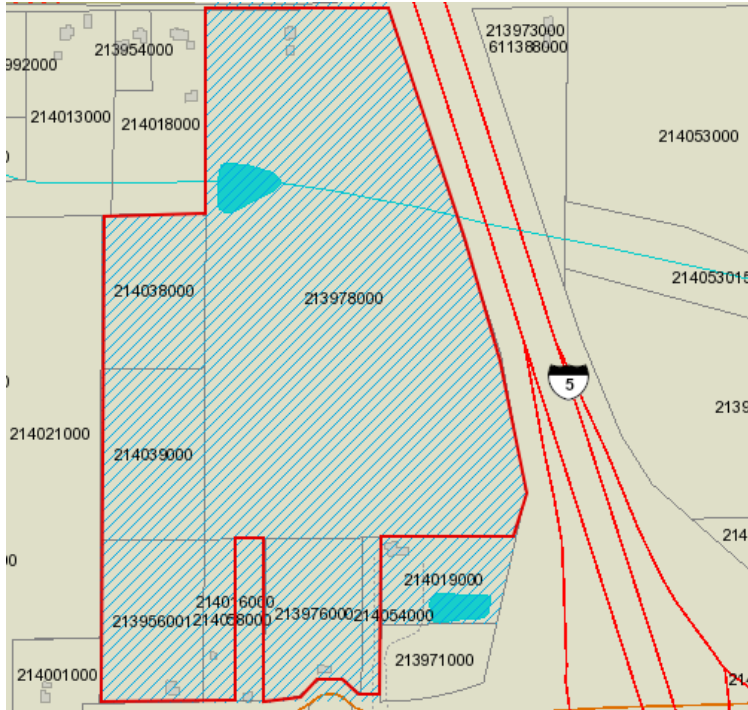
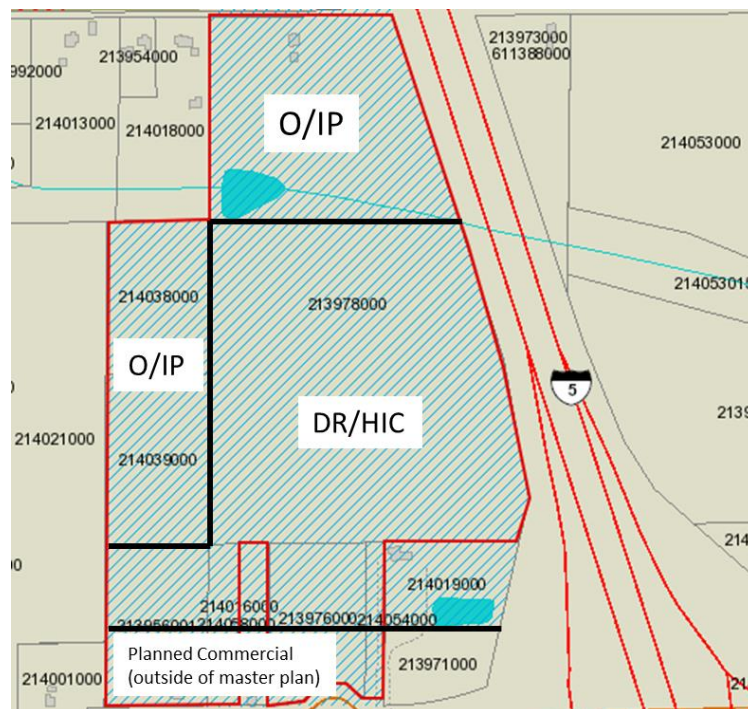


Figure 4. Oliva parcels, mapped EMUO, and master plan/DA designations



As shown in Figure 4, the Oliva parcels include Office/Industrial Park (O/IP) and Destination Retail/High Impact Commercial (DR/HIC) use designations based on the master plan and DA. Per RDC 18.240.110 (EMUO use table), the permitted (P) and prohibited (X) retail and restaurant uses in O/IP and DR/HIC are:

|                                                                                                      | DR/HIC | O/IP |
|------------------------------------------------------------------------------------------------------|--------|------|
| Retail sales – low impact (e.g., grocery stores, general and specialty merchandise)                  | P      | P    |
| Retail sales – high impact (e.g., outdoor nurseries, lumber or building materials, equipment rental) | P      | X    |
| Retail sales – destination retail (attracts many customers from a wide geography)                    | P      | X    |
| Restaurants without drive-through                                                                    | P      | P    |
| Restaurants with drive-through                                                                       | P      | X    |
| Auto-oriented businesses (e.g., gas stations)                                                        | P      | P    |

Under the master plan development standards adopted by reference in the DA and implemented through the EMUO, the north and northwest portions of the site would not be permitted locations for high impact retail sales, destination retail sales, or restaurants with drive-throughs. If the EMUO were to be removed, the CRB standards would apply uniformly across the site. The CRB standards permit a wider variety of commercial uses (as well as offices), and do not differentiate between low impact, high impact, and destination retail.

Per a letter submitted by the owner's legal counsel to the City on December 16, 2021, the owner of the seven Oliva parcels has exercised their ability under Article 5 of the DA to waive their vested rights to the master plan development standards adopted by reference in the DA, and instead be subject to the current code. The master plan development standards adopted by reference in the DA were implemented through the EMUO. Therefore, to review future development based on the current CRB base zone standards as permitted in Article 5, the City is obligated to remove the EMUO from the seven Oliva parcels.

The City also proposes to remove the EMUO from the two remaining Union Ridge North parcels (214016000 - Chang and 214019000 - Gatach). The following facts support this proposal:

- Neither Brice B Chang nor Gatach Properties, LLC were parties to the 2006 DA. As such, the City is not bound by the DA nor the interdependent master plan or EMUO for those properties; the presence of the EMUO may be considered a mapping error. Therefore, the City Council may make a legislative finding that it is in the best interest of the City and property owners to remove the EMUO consistently across the Union Ridge North area.

- The southern portion of parcel 214016000 (Chang) was outside of the master plan boundary in the map adopted by reference in the DA (Figure 2). Therefore, the fact that the EMUO is currently shown on the southern portions of these parcels on the zoning map is a mapping error. Removing the EMUO from the southern portion of these parcels will solve the mapping error. Removing the EMUO from the northern portion of these parcels as well will prevent split-zoning, which complicates project design for applicants and development review for staff.
- Parcel 214019000 (Gatach) has been graded in conjunction with the adjacent parcel to the south, 213971000. Parcel 213971000 is not as has never been in the EMUO. It is staff's understanding that a client working with the property owners of both parcels intends to submit for a pre-application conference concerning coordinated commercial development across the two parcels. Since the two parcels are likely to develop concurrently under one site plan, it is in the best interest of the future applicant and staff to avoid split zoning.
- Leaving the EMUO on two non-adjacent parcels with a total area of 4.9 acres does not meet the EMUO intent or requirement that it be applied to large areas of at least 40 acres.
- A benefit the City gains from removing the EMUO from the Oliva parcels is that the owner is voluntarily choosing to be subject to the current CRB development and design standards. Having been updated most recently in 2021, the CRB standards are better suited to meet the current needs of the community than the Union Ridge development and design standards, which were adopted in 2005-2006. Removing the EMUO from the two remaining Union Ridge North parcels will similarly benefit the City.
- The proposal does not violate the mix of uses required for Union Ridge in RDC 18.240.110.D.

### III. PLANNING COMMISSION

Planning Commission held a public hearing on the proposal at their regular meeting on January 5, 2022. Two members of the public testified during the hearing:

- Roy Garrison testified in favor of the proposal. He noted that the subject parcels were included in Union Ridge prior to the Great Recession, and that development goals have changed since that time. He also asserted that approving the proposal would allow future development to move forward on the site.
- Jamie Howsley, Mr. Oliva's attorney, testified in favor of the proposal and in support of the findings in the staff report related to the Oliva parcels.

Commissioners discussed the proposal and asked staff clarifying questions. They expressed an understanding that the City is obligated to remove the EMUO from the Oliva parcels based on Article 5 of the DA, and that removing the EMUO from the remaining two parcels corrects a mapping error and prevents split zoning. Planning Commission voted unanimously to recommend approval of the Union Ridge North EMUO Removal to Council.

### IV. APPROVAL CRITERIA

#### RUACP Compliance

RDC 18.320.050.A requires amendments to zoning maps to be consistent with the goals and policies of the 2016 Ridgefield Urban Area Comprehensive Plan (RUACP). The RUACP policies Council should consider in relation to the proposal include, but are not limited to:

- LU-1 Citywide land supplies. Establish land supplies and density allowances that are sufficient but not excessive to accommodate adopted long-term City of Ridgefield population, public facilities, and employment forecast allocations.
- LU-4 Compatible uses. Facilitate development that minimizes adverse impacts to adjacent areas.
- LU-5 Complementary uses. Locate complementary land uses near to one another to maximize opportunities for people to work or shop or play nearer to where they live.
- LU-10 Commercial development. Provide incentives and establish regulations that facilitate a range of commercial uses in downtown, the Lake River waterfront, along the Pioneer Street corridor, at the Interstate 5 interchange, and in limited neighborhood settings. Encourage a range of commercial services that meet the needs of residents in the city and across the region. Regulate development to ensure the appropriate mix of uses and scale of development in each distinct commercial area based on surrounding land uses, development potential, and existing scale of development.
- EC-4 Community retail. Promote development of service-oriented businesses to serve residents and reduce the needs to travel out of the community.
- EC-8 Ridgefield junction. Implement the Junction Subarea Plan to create commercial, industrial and institutional employment opportunities.

### Engineering

Per RDC 18.320.050.B-C, zone changes must be consistent with the concurrency requirements of the CFP and shall not result in level-of-service deficiency for any capital facility or service identified in the CFP. If the proposal necessitates a CFP project amendment, the applicant shall demonstrate that changed circumstances affecting the public health, safety, and general welfare justifies the amendment.

The proposed zone change does not necessitate a CFP project amendment and shall not result in a level-of-service deficiency for any capital facility or service identified in the CFP.

## V. PROPOSED TIMELINE

Adoption of the proposed zone change is proposed to occur as follows in compliance with RDC 18.310.090, Type IV procedure:

|                         |                                                               |
|-------------------------|---------------------------------------------------------------|
| January 5, 2022         | Planning Commission public hearing                            |
| <b>January 13, 2022</b> | <b>City Council 1<sup>st</sup> reading and public hearing</b> |
| January 27, 2022        | City Council 2 <sup>nd</sup> reading and adoption             |
| February 28, 2022       | Approximate effective date                                    |

**CITY OF RIDGEFIELD  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** January 13, 2022

**ITEM:**

**AGENDA ITEM TITLE:** Regarding Ridgefield School District Proposition No. 7 General  
Obligation Bonds

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**GOVERNING LEGISLATION:** RCW 42.17A.555.

**PREVIOUS COUNCIL ACTION TAKEN:** Proposition No. 5 General Obligation Bonds approval  
February 11, 2020.

**SUMMARY/BACKGROUND:** Resolution regarding Ridgefield School District Proposition No. 7.

**BUDGET/FINANCIAL IMPACTS:** Not applicable

**RECOMMENDED ACTION OR MOTION:** Staff recommends that the Council hold a Public  
Hearing to receive comments for and against Ridgefield School District Proposition No. 7.

Once the Public Hearing has afforded approximately equal opportunity for the expression of  
opposing views, staff recommends closing the Public Hearing and deliberating/acting upon  
Resolution No. 604.

**STAFF CONTACT:** Steve Stuart, City Manager

**ATTACHMENTS:**

## Resolution No.604

### REGARDING RIDGEFIELD SCHOOL DISTRICT PROPOSITION NO. 7 GENERAL OBLIGATION BONDS

**WHEREAS**, on February 8, 2022, voters in the Ridgefield School District will decide on a bond that would pay to construct a new K-6 elementary school and fund a 18,000 square foot expansion at Ridgefield High School with metal shop, classrooms, and space for future career and technical education (CTE) classrooms; and

**WHEREAS**, Ridgefield's population has more than doubled between 2010-2021, consistently ranking as the fastest growing City in Washington during that period; and

**WHEREAS**, Ridgefield School District is the fastest growing school system in southwest Washington; current district enrollment is 3,747 students and projections indicate a potential enrollment of 8,200 students by 2035; and

**WHEREAS**, Ridgefield School District has the highest average enrollment in Clark County and the 2<sup>nd</sup> lowest tax rate (the new tax of \$0.25 would be \$140.50 per year for a \$562,000 house); and

**WHEREAS**, new schools are an investment in our youth, which are among this City's most treasured assets; and

**WHEREAS**, improvements to school facilities are needed in the Ridgefield School District in order to provide the students of the District with adequate, proper and safe educational facilities; and

**WHEREAS**, the cost of replacing these facilities rises each year with the cost of inflation; and

**WHEREAS**, the \$62.5 million bond program will leverage more than \$8 million in additional state assistance revenues; and

**WHEREAS**, the Ridgefield City Council has taken consistent action to assure that new development also pays its share of the infrastructure needs it creates, by increasing School Impact Fees (SIFs) - a fee assessed on every new housing unit (whether single-family or multi-family) built in the district - every year since 2016, which in 2022 will be \$11,002 per new housing unit (the **highest** in Clark County by far and one of the **highest** SIFs in the State of Washington), providing the school district revenue to purchase land where the new campuses are necessary throughout the District; and

**WHEREAS**, new housing units will also contribute additional property tax revenue to the school district that lowers all Ridgefield property tax bills (the City of Ridgefield tax rate for 2022 is the **lowest** in Clark County by far).

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Ridgefield, Clark County, State of Washington:

1. That the Ridgefield City Council does support the Ridgefield School District Proposition No. 7 as a necessary investment in our community's present and future, and encourages our residents to vote "yes" on February 8, 2022, in favor of passing the Ridgefield School District capital bond measure.

Passed by the City Council at its regular meeting held on the 13th day of January, 2022.

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Mayor

Attest:

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Julie Ferriss

City Clerk