



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, December 15, 2016
Ridgefield Community Center
210 N. Main, Ridgefield, WA 98642**

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

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

II. PUBLIC COMMENT

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

III. CONSENT AGENDA

- 1. Approval of Minutes from December 1, 2016 Meeting**
- 2. Approval of Claims And/Or Payroll**

IV. PRESENTATION

- 1. Planning Commission 2016 Accomplishments - Jeff Niten, Community Development Director**

V. BUSINESS

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

- 1. Ordinance No. 1226 – Second Reading of Employment Zone -Jeff Niten, Community Development Director**
- 2. Resolution No. 519 - Authorizing Hunting and the Discharge of Shotguns (Bill Kennedy)-Lee Knottnerus, Deputy City Manager**
- 3. Motion - Approval of Pioneer Place Phase 1 Final Plat - Jeff Niten, Community Development Director**
- 4. Motion - Approval of Park and Playground Rules - Bryan Kast, Public Works Director**
- 5. Motion - Approval of Interlocal Agreement for Multi-Agency Records Management System (RMS) - John Brooks, Police Chief**
- 6. Motion - Approval of Interlocal Agreement for Building Services - Woodland - Jeff Niten, Community Development Director**

**7. Motion - Approval of Interlocal Agreement for Building Services - La Center - Jeff Niten,
Community Development Director**

VI. PUBLIC COMMENT

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

VII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

VIII. FROM THE COUNCIL

IX. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 15, 2016
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Minutes from December 1, 2016 Meeting

AGENDA ITEM TITLE:

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

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

Not applicable

RECOMMENDED ACTION OR MOTION:

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

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Basarab, City Clerk

ATTACHMENTS: 12-01-2016 Meeting Minutes (PDF)

Approved to be placed on City Council Agenda:



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
December 1, 2016

Regular Meeting - 6:30 PM

STUDY SESSION - 5:00 P.M. - [5:02 PM](#)

**WASHINGTON STATE LEGISLATIVE UPDATE - MARK BROWN, CONNECTIONS PUBLIC AFFAIRS AND
 FEDERAL AFFAIRS UPDATE - JOEL RUBIN, STRATEGIC COMMUNICATION, INC - [5:04 PM](#)**

Latest legislative updates provided from Mr. Brown and Mr. Rubin to City Council.

NEW CITY WEBSITE PREVIEW - LEE KNOTTNERUS, DEPUTY CITY MANAGER

New website unveiling was presented to City Council.

GENERAL SESSION CALL TO ORDER - 6:30 PM - [6:37 PM](#)

FLAG SALUTE

ROLL CALL

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

Late changes to the agenda - [6:38 PM](#)

Move Item V.4 Public Hearing/Resolution No. 518 after Item V.5 Public Hearing 2017 Budget.

Amendment to claims - invoice removed for Vendor: Washington State Department of Transportation;
 Decreased Claims by \$1,489.96.

PUBLIC COMMENT - [6:38 PM](#)

None received.

Attachment: 12-01-2016 Meeting Minutes (1176 : Approval of Minutes)

CONSENT AGENDA - MOTION APPROVED AS AMENDED TO CLAIMS. - [6:39 PM](#)

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

1. Approval of Minutes from November 17, 2016 Meeting - [6:39 PM](#)**2. Approval of Claims And/Or Payroll - [6:39 PM](#)****PUBLIC HEARING/BUSINESS - [6:39 PM](#)****1. Public Hearing and First Reading of Ordinance No. 1225 - Ridgefield Development Code Updates-Jeff Niten, Community Development Director**

This is the second round of updates to the Ridgefield Development Code for this year, the following changes include:

RDC 18.210.065: This item concerns specific design provisions along major corridors. These corridors include Pioneer, Hillhurst, and 45th/Royle Rd. An item of concern has long been the inconsistency among the fence types put in place by different subdivisions along the corridors.

RDC 18.220.040: This item is intended to identify areas of concern particularly for medium density and/or town house development. Rear setbacks along our major corridors are set at 25 feet regardless of base zone requirements.

RDC 18.310.080: A Quasi-judicial, or Type III procedure, is generally an application that is heard by a Hearing Examiner. These types of applications are generally those with clear standards that can be applied to various circumstances. Examples include Conditional Use Permits, Variances, and Rezone requests. There is a section of current code that would permit the City Council to hear appeals of Type III decisions. This section is contradictory to the Appeals procedure that requires all appeals of Type III decisions to go directly to Superior Court (18.310.100 (D)). This proposal is intended to make our code sections clear and consistent.

RDC 18.401.080: This item is one that the City Council reviewed in May 2016. The purpose of the revisions is to clarify what land is considered developable for parks and trails to meet the open space requirements and use consistent language.

Title 14 Construction Code: The remaining items are minor changes to ensure consistency with the State Building Code. For example, changing the required wind speed calculation for construction from 105 mph to 135 mph.

City Council conducted discussion on items provided during staff report.

Mayor Onslow opened the hearing 7:19PM.

Chuck Green - Non Resident

Speaking regarding appeal procedures - support staff position on this change.

Make a clean break for when it comes to appeals - appeals should go directly to Superior Court.

Anthony Glenn - Resident

Residents backs up to Pioneer Street.

I have a 6 foot fence and I like my fence.

Cosmetically my fence looks really nice and I have more privacy.

Privacy is good with a 5 or 6 foot fence.

Mark Jefferies - Resident/JB Homes

6 foot fence is good, lots of greenery is also good.
 Encourage more landscaping through coordinators.
 I like when it looks uniform.
 Someone will also need to oversee the landscaping through the corridors.

Rich Chose - Resident

All fence designs are good.

Keep in mind that different fence heights might occur on the other side by owners and that would not be uniform.

Mayor Onslow closed the hearing 7:28.

MOTION: Moved to waive second reading of Ordinance No. 1225 and adopted the recommendations as presented.

MOTION TO AMEND: Council member Wertz change code 18.310.100(D) to read if the Council differs to hear after section 18.310.100(1) by maintaining the option as Council to hear the appeals if so desired; 18.310.070 (E.1) - striking "to the Ridgefield Hearing Examiner".

SECOND: NONE

Motion died lack of a second vote.

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

2. Public Hearing and First Reading of Ordinance No. 1226 - Employment Zone-Jeff Niten, Community Development Director

Part of the adopted Comprehensive Growth Management Plan included an Employment (E) zone. The concept behind the Employment zone concept was to combine both the Light Industrial zoning category, and the Office category and create additional flexibility while still maintaining the standards Ridgefield has adopted for employment uses in the city. The standards for the two zones for lot sizes, frontage requirements, building setbacks, etc. Have not changed. The only change in this new proposed combined code is the setback provision for adjacent lots. In the current code adjacent lots with the same zone could reduce the side setback to zero feet. In the new proposed code there is a concern that outdoor storage areas could be located directly adjacent to an office development. The proposal seeks to mitigate that concern by requiring a 10 foot wide landscape buffer for any area that is proposed for outdoor storage. The main revisions for this item are contained in RDC 18.240. The remaining attachments are other areas of the code that need to be updated to maintain consistency throughout the Development Code.

City Council conducted discussion.

Mayor Onslow opened the hearing 7:50PM.

Mark Jeffries - Resident/JB Homes

Clarification about Parr Lumber, they would be able to come in?

Mayor closed the hearing 7:51PM

First reading conducted.

3. Public Hearing and First Reading of Ordinance No. 1227 - Sign Code Amendment-Jeff Niten, Community Development Director

Cities around the country are amending their sign ordinances to comply with a recent U.S. Supreme Court decision, *Reed v. Town of Gilbert*. The basic premise municipalities must follow is that sign regulations must be content neutral. In other words, a municipal government must regulate signs in a way which doesn't require reading the content. The Association of Washington Cities has developed a model sign ordinance which will regulate signs in our community in a manner which we believe is compliant with the decision issued by the Supreme Court. Staff has tailored the model ordinance to match our community needs and also match previous work the Planning Commission has done on ordinances including the Commercial Design Standards and the optional Mixed Use overlay. The Planning Commission conducted a public hearing on November 2, 2016 and extensively discussed several aspects of the proposed code section. One point of discussion was temporary signage. The Planning Commission ultimately recommended temporary signage be permitted for 60 days. The other issue discussed was maximum allowable height of signs. After discussion the Planning Commission recommended a maximum sign height of 12 feet in commercial areas.

City Council conducted discussion.

Mayor Onslow opened the hearing 8:23PM.

No testimony received.

Mayor Onslow closed the hearing 8:23PM.

City Council directs staff to bring Ordinance No. 1227 back at a later date after City Council receives more comments from business community.

4. Public Hearing 2017 Budget - [8:27 PM](#)

The 2017 budget proposes an operating budget of \$9,229,030, capital budget of \$6,958,500, special revenue budget of \$3,974,213, and a debt service budget of \$20,225, for a total budget of \$20,181,967. The net impact on overall fund balance is a decrease of \$1,300,775. Transfers between funds included in the budget total \$4,993,296, with \$792,904 associated with the operating funds, transfers to the equipment replacement fund in the amount of \$114,667, transfers for debt service in the amount of \$20,225, and \$4,065,500 for capital projects. Intergovernmental transfers total \$732,298 to include operating costs for the sewer treatment plant. The City has transferred ownership of the plant but continues to manage operations through contractual agreement. Total revenues and the use of fund balance and/or designated reserves are projected to sufficiently support the proposed budget. The 2017 proposed budget includes funding for four new full-time equivalent positions. The new positions are for a Utility Clerk, Associate Planner, Development Inspector/Code Enforcement Officer, and a Building Inspector. The total FTE count for the City of Ridgefield with these additions is 43.5, which includes 43 full-time positions and 1 part-time position.

Mayor Onslow opened the hearing 8:36PM.

No testimony received.

Mayor Onslow closed the hearing 8:36PM.

5. Public Hearing and Approval of Resolution No. 518 Regarding Ridgefield School District Proposition No. 1 – General Obligation Bonds-Steve Stuart, City Manager

WHEREAS, on February 14, 2017, voters in the Ridgefield School District will decide on a bond that would pay to construct an intermediate and middle school complex and expand Ridgefield High School, make safety and security upgrades at South Ridge and Union Ridge Elementaries, and repurpose View Ridge Middle School for community education and administrative services; and; **WHEREAS**, the \$77,965,000 bond will leverage an additional \$15,500,000 in State matching funds AND \$5,035,000 in savings from a partnership with the City of Ridgefield which will build necessary outdoor fields and infrastructure as part of the Ridgefield Outdoor Recreation Complex; 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**, without improvements to school facilities 12 new portable classrooms per year will be necessary to accommodate Ridgefield School District students; and **WHEREAS**, new housing developments are contributing to improved school facilities by paying the highest fees in Clark County (currently \$6,530 per home), as well as paying property taxes that lower all 2017 Ridgefield property tax bills by \$.08/\$1,000 in assessed value; and **WHEREAS**, Ridgefield School District taxpayers currently pay the lowest school property tax rate in Clark County; and **WHEREAS**, if the proposed bond is passed, Ridgefield School District taxpayers will still have one of the lowest school property tax rates in Clark County; and **WHEREAS**, certain individuals, including qualified seniors and agricultural land owners may be eligible for even lower property taxes; and **WHEREAS**, property values in Ridgefield exceed both State and Clark County averages, due in large part to the presence of quality schools; and **WHEREAS**, new schools are also an investment in our youth, which are among this City's most treasured assets; **THEREFORE, BE IT RESOLVED** by the City Council of the City of Ridgefield, Clark County, State of Washington: That the Ridgefield City Council does support the Ridgefield School District Proposition No. 1, and encourages our residents to vote "yes" on February 14, 2017, in favor of passing the Ridgefield School District capital bond measure.

Mayor Onslow opened the hearing 8:43PM.

Tevis Laspa - Resident

Support the bond.

This school district has not disappointed me.

I have supported the school district for many years.

Let's pass the bond.

Jim Maul - Resident

Thank you for consideration for the bond support.

I support the bond and part of the group Citizens for Ridgefield Schools.

Citizens strongly support our schools.

Citizens want to see the safety in our school facilities.

This is important and we need all the support we can get.

Nathan McCann - School Superintendent

Development of the bond has gone through very detailed process.

Bond is forward thinking for fast growing community.

We will be the lowest tax district.

Jeff Vigue - Resident

Support of the bond.

Appreciation for all the effort and thought for planning of this bond.

We have a great community.

Mayor Onslow closed the hearing 8:52PM.

MOTION: Moved to adopt Resolution No. 518 as presented.

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

BUSINESS

1. Ordinance No. 1224 – Second Reading of 2017 Budget-Kirk Johnson, Finance Director

Staff report presented during Public Hearing.

MOTION: Moved to adopt Ordinance No. 1224 as presented.

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

PUBLIC COMMENT - [8:54 PM](#)

None received.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS - [8:54 PM](#)

Council - [8:55 PM](#)

Council member Taylor - have been out of town.
 Council member Wertz - attending City Manager briefing.
 Council member Stose - attending City Manager briefing.
 Council member Wells - attending City Manager briefing.
 Council member Day - attended quick City Manager briefing before council meeting tonight.
 Council member Main - provided update on C-TRAN.

Mayor - [8:56 PM](#)

Sewer Alliance board meeting, briefing with City Manager, meeting with Fort Vancouver Regional Library board.

Hometown celebration is this Saturday.

City Manager - [8:58 PM](#)

Steve Stuart - Hometown celebration and tree lighting is this Saturday, legislative outlook breakfast is December 9th at 7:30AM.

Public Works Director Bryan Kast - Projects update provided.

Community Development Director Jeff Niten - 100 land use planning permits for 2016 so far.

FROM THE COUNCIL

ADJOURN - [9:03 PM](#)

Julie Basarab, City Clerk

Ron Onslow, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 15, 2016
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

RECOMMENDED ACTION OR MOTION:

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

“I move to approve the consent agenda as presented”

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS: December 15 2016 Claims Report (PDF)

Approved to be placed on City Council Agenda:

City of Ridgefield
Claims Payment Report
For Approval on: December 15, 2016

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ADVANCED EXCAVATING SPECIALISTS LLC	2066	16054-1	Public Works	N. 4th Place Improvements	50,259.90
ADVANCED EXCAVATING SPECIALISTS LLC Total					50,259.90
ANDERSON SIGNS INC.	2569	34331	Community Development	Name Plates - Planning Committee	94.85
				Name Plates - CDD Director	13.55
			Council	Name Plates - City Council	81.30
				Name Plates - Mayor	13.55
			Finance	Name Plates - Finance Director	13.55
			Genl Govt/Facilities	WA State Use/Sales Tax 8.4%	(30.45)
				Name Plates - City Attorney	13.55
			Public Safety	Name Plates - Police Chief	13.55
			Public Works	Name Plates - PW Director	13.55
				Name Plates - Parks Board	94.85
			Administration	Name Plates - City Clerk	13.55
				Name Plates - Admin Director	13.55
			Executive	Name Plates - City Manager	13.55
		34767	Genl Govt/Facilities	WA State Use/Sales Tax 8.4%	(30.20)
				Ridgefield Logo T-Shirts for Events	389.70
		34580	Community Development	Public Notice Signs	406.50
			Genl Govt/Facilities	WA State Use/Sales Tax 8.4%	(31.50)
		34715	Genl Govt/Facilities	WA State Use/Sales Tax 8.4%	(23.21)
				Bistro Mugs for Events	299.49
		ANDERSON SIGNS INC. Total			
ARAMARK UNIFORM SERVICES	32	862645320	Community Development	Floor Mats - CDDI	3.88
			Genl Govt/Facilities	Floor Mats - City Hall	7.11
			Public Safety	Floor Mats - PD	4.52
			Public Works	Floor Mats - PW	3.88
		862645321	Genl Govt/Facilities	Uniform Services	1.92
			Public Works	Uniform Services	49.58
ARAMARK UNIFORM SERVICES Total					70.89
ASSOCIATED CONSULTANTS INC.	1030	16-230A-01	Community Development	Plan Review - Dept. of Fish & Wildlife - Office Building	6,970.00
		16-230B-01	Community Development	Plan Review - Dept. of Fish & Wildlife - Storage Building	2,295.00
ASSOCIATED CONSULTANTS INC. Total					9,265.00
BLUMENTHAL UNIFORMS AND EQUIPMENT	54	6394414	Public Safety	PD Uniforms	24.65
		6361658	Genl Govt/Facilities	PD Uniforms	(1.34)
			Public Safety	PD Uniforms	17.34
		6496297	Public Safety	PD Uniforms	18.97
BLUMENTHAL UNIFORMS AND EQUIPMENT Total					59.62
BRYAN KAST	1833	201612-01	Public Works	Employee Reimbursement - ASCE Training for Bryan & Brenda	40.00
BRYAN KAST Total					40.00
CFM STRATEGIC COMMUNICATIONS INC.	2551	23717	Genl Govt/Facilities	November 2016 Lobbying Fees	4,530.00
CFM STRATEGIC COMMUNICATIONS INC. Total					4,530.00
CITY OF BATTLE GROUND	92	869	Judicial	Court Costs - October 2016	120.00
CITY OF BATTLE GROUND Total					120.00

City of Ridgefield
Claims Payment Report
For Approval on: December 15, 2016

CLARK COUNTY	102	700005025	Judicial	Probable Cause Hearings	184.33
		180023998	Community Development	2017 GISNT-7055-Partnership Fees	3,393.00
		130007799	Public Works	Biosolids Disposal - October 2016	4,082.95
				Lab Analysis - October 2016	3,744.67
CLARK COUNTY Total					11,404.95
CLARK PUBLIC UTILITIES	110	201612-05	Community Development	301 N 3rd Ave	64.81
			Public Works	301 N 3rd Ave	82.49
		201612-03	Public Works	109 W Division St - Electricity	130.97
		201612-12	Public Works	109 W Division St - Electricity	2,554.15
		201612-01	Public Safety	116 N Main Avenue	131.55
		201612-06	Public Works	N 1st Cir & N 65th Ave - Park & Ride	74.98
		201612-09	Public Works	N Abrams Park/E Division	190.12
		201612-07	Public Works	400 N Abrams Park Rd	532.14
		201612-04	Genl Govt/Facilities	230 Pioneer Ave	179.95
		201612-08	Public Works	City Park/Water Well	2,908.84
		201612-10	Public Works	Municipal Lighting Lease	8,650.12
		201612-02	Public Works	214 S Riverview Dr	37.93
	Public Works	255 S 56th Pl - Electricity	99.96		
CLARK PUBLIC UTILITIES Total					15,638.01
COLUMBIA FORD	504	477498	Public Safety	PD Vehicle Maint. - 2016 Ford Explorer	391.50
COLUMBIA FORD Total					391.50
COLUMBIAN PUBLISHING	116	3115807	Genl Govt/Facilities	Happy Holiday Advertisement	600.00
		2017-27641	Genl Govt/Facilities	January - June 2017 - Newspaper Subscription	222.00
COLUMBIAN PUBLISHING Total					822.00
COMCAST BUSINESS	1666	20161201	Community Development	Community Center Wifi - Dec. 2016/Jan. 2017	108.05
			Genl Govt/Facilities	Community Center Wifi - Dec. 2016/Jan. 2017	432.21
		48091912	Genl Govt/Facilities	City Hall Communications	363.09
COMCAST BUSINESS Total					903.35
COMDATA NETWORK INC.	1101	20258643	Community Development	Fuel PW - XN173	18.19
				Fuel CDD - XN173	104.24
			Genl Govt/Facilities	Fuel PW - XN173	46.64
			Public Works	Fuel PW - XN173	844.34
		20258654	Public Safety	Fuel PD - XN795	586.85
COMDATA NETWORK INC. Total					1,600.26
DEPARTMENT OF ECOLOGY	144	2017-7980	Public Works	2017 Wastewater Operarot Certification - Jenkins	30.00
DEPARTMENT OF ECOLOGY Total					30.00
DEPARTMENT OF HEALTH	148	2017-006519	Public Works	2017 Waterworks Operator Certification - Arends	42.00
DEPARTMENT OF HEALTH Total					42.00
DEPARTMENT OF LICENSING	154	RG0000135	Genl Govt/Facilities	CPL Fees - Gasca	18.00
		RG0000136	Genl Govt/Facilities	CPL Fees - Erickson	18.00
DEPARTMENT OF LICENSING Total					36.00
DKS ASSOCIATES	1565	62341	Community Development	On Call Transportation Engineering Services - October 2016	330.00
DKS ASSOCIATES Total					330.00
ELCOR INC	2081	MSP-9275	Information Technology	Information Technology Services - November 2016	6,737.61
ELCOR INC Total					6,737.61
EPIC LAND SOLUTIONS INC	2183	1116-EA16062	Genl Govt/Facilities	Appraisal #EA16062 - 211 N Main Street	5,000.00
EPIC LAND SOLUTIONS INC Total					5,000.00

City of Ridgefield
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FERGUSON ENTERPRISES INC # 8423	181	0553407-1	Public Works	New Sensus HHD Handheld - Command Link Smart Point	538.04
		553407	Public Works	New Sensus HHD Handheld	9,068.35
FERGUSON ENTERPRISES INC # 8423 Total					9,606.39
H.D. FOWLER COMPANY	2036	I4392474	Public Works	Water Operational Supplies	167.66
H.D. FOWLER COMPANY Total					167.66
HAMER ELECTRIC INC	213	38935	Public Works	Replace Reservoir Pressure Transducers at Cemetery & High School	1,063.95
HAMER ELECTRIC INC Total					1,063.95
HDR ENGINEERING INC.	734	1200023940	Public Works	Undersized Water Main Replacement Project	274.68
		1200023942	Public Works	Main Avenue Preservation Project	2,774.90
HDR ENGINEERING INC. Total					3,049.58
HERB'N TABLE CATERING	2713	16121003	Human Resources	Employee Luncheon	600.00
HERB'N TABLE CATERING Total					600.00
HOME DEPOT CREDIT CARD SERVICES	1805	5584671	Genl Govt/Facilities	Tad Headlamp	3.25
				Park Caretakers House	22.69
				Eli Headlamp	3.25
			Public Works	Dusten Headlamp	21.65
				Tad Headlamp	18.39
				Eli Headlamp	18.40
		5106143	Genl Govt/Facilities	Holiday Decor	359.61
		7104960	Genl Govt/Facilities	Holiday Decor	21.46
HOME DEPOT CREDIT CARD SERVICES Total					468.70
HONEY BUCKETS	223	550188505	Public Works	Davis Park Port-a-Potty	298.00
HONEY BUCKETS Total					298.00
INDX INC.	1755	2016120	Genl Govt/Facilities	December 2016 - Storage Unit Rental	450.00
INDX INC. Total					450.00
INSTANT IMPRINTS CASCADE PARK	2371	45507	Council	Mayor Logowear	45.95
				City Council Logowear	275.74
			Genl Govt/Facilities	Employee Paid Logowear	1,044.19
			Executive	City Manager Logowear	45.95
INSTANT IMPRINTS CASCADE PARK Total					1,411.83
INTERMEDIA.NET INC	2187	1612001862	Information Technology	Voice Service Charges	79.83
INTERMEDIA.NET INC Total					79.83
J.L. STOREDAHL AND SONS	558	200180	Public Works	Crushed Rock - Trails	164.13
J.L. STOREDAHL AND SONS Total					164.13
JANEAN Z PARKER	2199	140	Community Development	CDD Legal Services - November 2016	1,006.25
			Public Works	RORC Legal Services - November 2016	1,268.75
			Legal	Legal Services - November 2016	1,437.50
JANEAN Z PARKER Total					3,712.50
JEFF PETTIT	488	201612-01	Public Safety	Meil Per Diem	609.00
JEFF PETTIT Total					609.00
JESSICA KIPP	2099	201612-01	Genl Govt/Facilities	Mileage Reimbursement - Event Errands	43.25
			Public Works	Mileage Reimbursement - Utility Calendar Design	20.41
JESSICA KIPP Total					63.66
JOHN MAIN	2448	201612-01	Council	Mileage Reimbursement - November 2016	25.27
JOHN MAIN Total					25.27
JRT MECHANICAL INC.	2492	201612-01	Genl Govt/Facilities	Abrams Park Restroom Project - Retainage Release	9,453.07
JRT MECHANICAL INC. Total					9,453.07

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LABOR ROUNDTABLE OF SOUTHWEST WA	2717	11291600103	Executive	2017 Dues - Stewart	20.00
LABOR ROUNDTABLE OF SOUTHWEST WA Total					20.00
LARCH CORRECTIONS CENTER	2088	LCC1610.411	Public Works	Parks Area Clean Up	121.05
				Streets Area Clean Up	355.35
LARCH CORRECTIONS CENTER Total					476.40
LATTE DA COFFEE HOUSE AND WINE BAR	2437	392	Genl Govt/Facilities	Hometown Celebration Hot Cocoa & Cider	624.38
LATTE DA COFFEE HOUSE AND WINE BAR Total					624.38
LOWES HOME IMPROVEMENT	279	914902	Genl Govt/Facilities	Holiday Supplies	135.67
			Public Works	Parks Supplies	30.85
LOWES HOME IMPROVEMENT Total					166.52
LYNCH JANITORIAL AND CLEANING LLC	2197	1752	Community Development	Janitorial Service - PW FTE	3.20
				Janitorial Service - CDD	159.91
			Genl Govt/Facilities	Janitorial Service - PW FTE	42.72
				Janitorial Service - City Hall	159.92
			Public Safety	Janitorial Service - PD	159.92
			Public Works	Janitorial Service - PW FTE	114.00
LYNCH JANITORIAL AND CLEANING LLC Total					639.67
M JULIETA RUBIO ROMERO	2164	201612-01	Finance	Mileage Reimb. - Purchasing/Contracting Workshop	48.60
M JULIETA RUBIO ROMERO Total					48.60
MICHAEL GREEN CONSTRUCTION INC	2715	4082	Public Works	Sargent Street Stormwater Improvement - Less 5% Retainage	86,757.10
MICHAEL GREEN CONSTRUCTION INC Total					86,757.10
MUNICIPAL CODE CORP.	1185	278814	Genl Govt/Facilities	Codification	1,417.33
MUNICIPAL CODE CORP. Total					1,417.33
NAPA AUTO PARTS	498	948656	Public Works	Shop Supplies	45.79
NAPA AUTO PARTS Total					45.79
NATHAN GIBSON	1036	201612-01	Public Safety	Meal Per Diem	349.00
NATHAN GIBSON Total					349.00
NATIONAL BAND AND TAG CO	306	435038	Genl Govt/Facilities	WA State Use/Sales Tax 8.4%	(6.47)
			Public Safety	Dog Licenses	83.47
NATIONAL BAND AND TAG CO Total					77.00
NORTHSTAR CHEMICAL INC.	1019	95566	Public Works	Water Operational Supplies	708.23
NORTHSTAR CHEMICAL INC. Total					708.23
NORTHWEST NATURAL GAS	315	201612-03	Public Works	PW Shop - Natural Gas	31.62
		201612-01	Public Safety	Police Department - Natural Gas	34.81
		201612-02	Genl Govt/Facilities	City Hall - Natural Gas	207.29
NORTHWEST NATURAL GAS Total					273.72
OFFICEMAX INCORPORATED	1599	546475	Community Development	PW FTE Supplies	1.54
				CDD Supplies	101.12
			Finance	Finance Supplies	8.68
			Genl Govt/Facilities	PW FTE Supplies	3.98
				Citry Hall Supplies	229.32
				Events Supplies	48.15
		Public Works	PW FTE Supplies	71.94	
OFFICEMAX INCORPORATED Total					464.73
OFFICIAL PAYMENTS CORPORATION	1701	INT00000043932	Public Works	Utilities E-Pay Fees	614.35
OFFICIAL PAYMENTS CORPORATION Total					614.35
ONE CALL CONCEPTS	326	6119087	Public Works	Excavation Notification & Modem Ticket Delivery	174.24

City of Ridgefield
Claims Payment Report
For Approval on: December 15, 2016

ONE CALL CONCEPTS Total					174.24
ON-HOLD CONCEPTS INC	2217	418749	Information Technology	On-Hold Music Service	24.95
ON-HOLD CONCEPTS INC Total					24.95
PACIFIC OFFICE AUTOMATION	1564	52500108	Genl Govt/Facilities	City Hall Copier Lease	729.32
			Public Works	PW Shop Printer Lease	51.30
		52500100	Community Development	CDD/PW Copier Lease	154.37
			Public Works	CDD/PW Copier Lease	154.37
PACIFIC OFFICE AUTOMATION Total					1,089.36
REFLECTOR	369	95072	Finance	Ordinance No. 1222	51.56
		I1220305	Genl Govt/Facilities	2016 Hometown Celebration Ad #566638	380.00
		I1220304	Genl Govt/Facilities	2016 "Happy Holidays" Ad #566637	225.00
		95073	Public Works	Ordinance No. 1223 - Stormwater Rate Increase	44.28
		94864	Finance	Notice of Hearing - 2017 Budget	26.86
		95182	Community Development	Notice of Hearing - Cancelled	41.16
REFLECTOR Total					768.86
RIDGEFIELD HARDWARE	376	20161202	Community Development	CDD Operational Supplies	7.49
			Council	City Council Supplies	1.30
			Genl Govt/Facilities	PW Shop Addition	3.29
				Events Operational Supplies	73.16
				General Operational Supplies	242.29
			Public Safety	PD Operational Supplies	59.09
			Public Works	WWTP Operational Supplies	30.41
				Water Operational Supplies	89.73
				Streets Operational Supplies	156.75
				PW Shop Addition	9.86
				Parks Operational Supplies	259.70
				Storm Operational Supplies	4.39
				Vehicle Maintenance	8.09
RIDGEFIELD HARDWARE Total					945.55
ROGER OVIATT	2658	42736	Community Development	DEC 2016 Rent	1,000.00
ROGER OVIATT Total					1,000.00
RONALD ONSLOW	930	201612-01	Council	Mileage Reimbursement - July - Nov. 2016	253.58
RONALD ONSLOW Total					253.58
SGA ENGINEERING PLLC	2596	10636	Public Works	45th & Royal Road Improvement	3,527.60
SGA ENGINEERING PLLC Total					3,527.60
TERESA D JOHNSON CPA INC.	561	4583	Finance	Accounting Services - Capital Asset Conversion to Acela Program	672.92
TERESA D JOHNSON CPA INC. Total					672.92
THE PARR COMPANY	964	26341942	Genl Govt/Facilities	Upgrade PW Ops Facility	3.79
			Public Works	Upgrade PW Ops Facility	11.36
		26342153	Genl Govt/Facilities	Upgrade PW Ops Facility	15.47
			Public Works	Upgrade PW Ops Facility	46.40
		26343764	Public Works	Streets Supplies - Concrete	6.48
		26344594	Genl Govt/Facilities	Events - No Parking Signs	37.71
THE PARR COMPANY Total					121.21
TLC TOWING	431	98767	Public Safety	Towing Service - 2003 Dodge Ram	111.11
TLC TOWING Total					111.11
TRABUCCO CONSULTING LLC	2236	6808	Genl Govt/Facilities	January 2017 First Saturday Postcards & Columbian Ad Development	564.83

City of Ridgefield
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TRABUCCO CONSULTING LLC	2236	6808	Genl Govt/Facilities	WA State Use/Sales Tax 8.47%	(43.77)
TRABUCCO CONSULTING LLC Total					521.06
TRIBECA TRANSPORT LLC	747	COR-1615	Public Works	Sludge Hauling	3,660.00
TRIBECA TRANSPORT LLC Total					3,660.00
US BANK	2237	328635	Public Works	RIDLTGREF06 - LTGO Bond Principal & Interest	1,589,775.00
US BANK Total					1,589,775.00
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS	459	DUES2016-00770	Public Safety	Association Dues - Rhine	75.00
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS Total					75.00
WILCO FARM STORE	655	685838	Genl Govt/Facilities	Uniforms - Tad Arends	2.44
			Public Works	Parks Operational Supplies	19.50
				Uniforms - Tad Arends	13.81
		685917	Genl Govt/Facilities	Uniforms - Scott Brunson	3.25
				Uniforms - Matt Jenkins	1.30
			Public Works	Uniforms - Scott Brunson	61.78
				Uniforms - Matt Jenkins	63.73
WILCO FARM STORE Total					165.81
WOODLAND TRUE VALUE HARDWARE	1507	A173873	Public Works	Water Operational Supplies	35.18
WOODLAND TRUE VALUE HARDWARE Total					35.18
WSAPT TREASURER	1053	20161201	Community Development	2017 Membership Renewal - Regan	35.00
WSAPT TREASURER Total					35.00
WSU PESTICIDE EDUCATION	481	20161202	Public Works	WSU Pesticide Safety Education - Crockford	120.00
				WSU Pesticide Safety Education - Krebsner	120.00
WSU PESTICIDE EDUCATION Total					240.00
Grand Total					1,835,757.19

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 15, 2016
ITEM: PRESENTATION
AGENDA ITEM TITLE: Planning Commission 2016 Accomplishments

Presentation by Planning Commissioner Whitney Jones

STAFF CONTACT: Jeff Niten, Community Development Director
ATTACHMENTS: PC_UpdateforCouncil_12_15_2016 (DOCX)

Approved to be placed on City Council Agenda:

**City of Ridgefield Planning Commission
Quarterly Update to City Council
December, 2016**

The Planning Commission has several major implementation items to report since our last quarterly update in September.

Ridgefield Development Code updates:

- Our October and November meetings focused on updates to the Ridgefield Development Code for to streamline code language and eliminate inconsistencies. The Planning Commission also looked at new code sections concerning the employment zone and sign code updates.
- The Planning Commission, at our November meeting, held public hearings on all three of these items and recommended approval to the Council.
- We welcomed two new members to the Commission, Paul Young in September and Jennifer Lindsay in November, and they have participated enthusiastically in discussions about the future of Ridgefield and are welcome additions to the team.
- During our last meeting on December 7th we elected our Chair and Vice Chair for the next two years. Our Chair will be _____ and our Vice Chair will be _____. The Commission is well prepared to face the challenges of next year.

Future Planning Commission work items:

- We have an ambitious agenda for work items in 2017. We'll be discussing our work program in January, but several items on the agenda include will be reviewing a code to address the prospect of Tiny Homes in Ridgefield, a sub-area plan for the Gee Creek Plateau, and expansion of the golf cart zone in our city, along with several other items.

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 15, 2016

ITEM: BUSINESS

AGENDA ITEM TITLE: AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON Amending Chapters Within Title 18 of the Ridgefield Municipal Code AMENDING CHAPTERs 18.200 (ESTABLISHMENT OF ZONING DISTRICTS AND MAPS); 18.205 (USES); 18.240 (EMPLOYMENT ZONE); 18.720 (OFF STREET PARKING AND LOADING); 18.725 (LANDSCAPING); and 18.740 (FENCES AND WALLS).

PREVIOUS COUNCIL ACTION TAKEN:

First reading and public hearing on Ordinance 1226 on December 1, 2016.

SUMMARY/BACKGROUND:

Part of the adopted Comprehensive Growth Management Plan included an Employment (E) zone. The concept behind the Employment zone concept was to combine both the Light Industrial zoning category, and the Office category and create additional flexibility while still maintaining the standards Ridgefield has adopted for employment uses in the city. The standards for the two zones for lot sizes, frontage requirements, building setbacks, etc. have not changed. The only change in this new proposed combined code is the setback provision for adjacent lots. In the current code adjacent lots with the same zone could reduce the side setback to zero feet. In the new proposed code there is a concern that outdoor storage areas could be located directly adjacent to an office development. The proposal seeks to mitigate that concern by requiring a 10 foot wide landscape buffer for any area that is proposed for outdoor storage. The main revisions for this item are contained in RDC 18.240. The remaining attachments are other areas of the code that need to be updated to maintain consistency throughout the Development Code.

The Planning Commission conducted a Public Hearing on the proposed Employment (E) Zone on November 2, 2016 and recommends approval.

During the first reading of this ordinance at the regularly scheduled City Council meeting held on December 1, 2016 the Council directed staff to add language to the draft employment zone regulations that prohibit outdoor storage on heavily traveled streets. Staff has revised the draft to prohibit outdoor storage adjacent to streets projected to carry more than 2,000 average

Approved to be placed on City Council Agenda:

Jeff Niten	Completed	12/08/2016 11:49 AM
Steve Stuart	Completed	12/13/2016 11:41 AM
City Council	Completed	12/15/2016 6:30 PM

daily trips.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

Staff recommends Council adopt Ordinance No. 1226 by making the following motion:

“I move to adopt Ordinance No. 1226, as presented.”

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: Chapter_18.200___ESTABLISHMENT_OF_ZONING_DISTRICTS_AND_MAPS_Clean
DRAFT (DOCX)
Chapter_18.205___USES_Clean DRAFT (DOCX)
Chapter_18.240___EMPLOYMENT_ZONE_Clean DRAFT (DOCX)
Chapter_18.720___OFF_STREET_PARKING_AND_LOADING_Clean DRAFT
(DOCX)
Chapter_18.725___LANDSCAPING_Clean DRAFT(DOCX)
Chapter_18.740___FENCES_AND_WALLS_Clean DRAFT (DOCX)

ORDINANCE NO. 1226

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING CHAPTERS WITHIN TITLE 18 OF THE RIDGEFIELD MUNICIPAL CODE AMENDING CHAPTERS 18.200 (ESTABLISHMENT OF ZONING DISTRICTS AND MAPS); 18.205 (USES); 18.240 (EMPLOYMENT ZONE); 18.720 (OFF STREET PARKING AND LOADING); 18.725 (LANDSCAPING); AND 18.740 (FENCES AND WALLS).

WHEREAS, the City of Ridgefield, located in Clark County, Washington, is required to plan under the Growth Management Act (GMA), Revised Code of Washington (RCW) Chapter 36.70A; 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 policies goals and policies; and

WHEREAS, Title 18 of the Ridgefield Municipal Code (RMC) was established in 1995 by Ordinance 676 and amended thereafter, and is intended to implement the Ridgefield Comprehensive Plan; and

WHEREAS, the Ridgefield City Council passed additional resolutions after this time period that revised the development regulations, including Ordinance Nos. 1072, 1108, 1132 and 1178; and

WHEREAS, the Ridgefield Planning Commission, after conducting public meetings and public hearings on the revisions to Title 18 on November 2, 2016, forwarded recommendations to amend Title 18 to the City Council; and

WHEREAS, the City of Ridgefield submitted notice of the proposed amendments to the Washington State Department of Commerce on October 6, 2016 consistent with RCW 36.70A; and

WHEREAS, consistent with WAC 197-11-340(2), on October 19, 2016 the City of Ridgefield issued a Determination of Non-significance regarding the proposed Ridgefield Development Code update; and,

WHEREAS, the public comment period expired on November 9, 2016 and the City addressed all comments received; and,

WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the amendments to Title 18 during a regularly scheduled City Council meeting held on December 1, 2016; and

WHEREAS, the Ridgefield City Council conducted a second ordinance reading on the proposed amendments to Title 18 during a regularly scheduled meeting held on December 15, 2016; 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 to adopt amendments to Title 18 to ensure that the City's development and zoning regulations continue to implement the Ridgefield Urban Area Comprehensive Plan.

Section 2. Amendments of Title 18 of the Ridgefield Municipal Code. The Ridgefield City Council hereby amends certain Chapters of Title 18 set forth below in the manner set forth in Exhibit A, attached hereto and incorporated by this reference:

Amends Title 18, Chapter: 18.200, Establishment of Zoning Districts and Maps; and

Amends Title 18, Chapter: 18.205, Uses; and

Amends Title 18, Chapter: 18.240, Employment Zone; and

Amends Title 18, Chapter: 18.720, Off Street Parking and Loading; and

Amends Title 18, Chapter: 18.725, Landscaping; and

Amends Title 18, Chapter: 18.740, Fences and Walls.

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, zoning district names, 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. Applicability. This ordinance shall be applied in the current city limits and City of Ridgefield Urban Growth Area (UGA) as adopted by the Clark County Board of County Commissioners and the subsequent acceptance by the Ridgefield City Council.

Section 7. 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 15TH DAY OF DECEMBER, 2016.

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Basarab,
Deputy City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: December 1, 2016

Second Reading/Passage: December 15, 2016

Date of Publication:

Effective Date:

EXHIBIT A:

Amendments of Title 18 of the Ridgefield Municipal Code

Chapter 18.200 - ESTABLISHMENT OF ZONING DISTRICTS AND MAPS

Sections:

18.200.010 - Classification of zoning districts.

For the purposes of the RDC, the city is divided into zoning districts which correspond with RUACP plan designations, and which are designated as follows:

RUACP Plan Designation	Zoning District	Map Symbol
	Residential	
Residential/Urban Low (UL)	Residential Low Density	RLD-4 RLD-6 RLD-8
Residential/Urban Medium (UM)	Residential Medium Density	RMD-16
	Commercial	
Neighborhood Commercial (NC)	Neighborhood Commercial	CNB
General Commercial (GC)	Community Business	CCB
General Commercial (GC)	Regional Business	CRB
	Employment	
Employment (EM)	Employment	E
Public Facilities	Public Facilities	PF
	Mixed Use	
City Center (C)	Central Mixed Use	CMU
Mixed Use (MU)	Waterfront Mixed Use	WMU
	Public	

Public Facilities (PF)	Public Facilities	PF
Parks/Open Space (P/OS)	Parks/Open Space	P/OS
	Urban Holding District	UH-10
	Employment Mixed Use Overlay	EMUO
	Open Space/Density Transfer	OS/DT

(Ord. 676 § 1 (part), 1995).

(Ord. No. 1072, § 2(Exh. A), 1-13-2011)

18.200.020 - Original maps.

The designations, locations and boundaries of the districts set forth in this chapter, shall be shown on the zoning maps of the city of Ridgefield, Washington. The maps are adopted and made a part of this title. The signed copies of the zoning maps containing the zoning districts designated at the time of adoption of the ordinance codified in this chapter shall be maintained without change on file in the office of the city clerk. Any land or property not specifically identified with a zone designation shall be considered to be zoned consistent with its respective RUACP designation.

(Ord. 676 § 1 (part), 1995).

(Ord. No. 1072, § 2(Exh. A), 1-13-2011)

18.200.030 - Revised maps.

The city council may, from time to time, direct the planning director to replace all or part of the official zoning map(s), which include all lawful changes of zone to date. Such maps shall bear dated, authenticating signatures of the mayor and planning director. The city clerk shall retain replaced zoning maps in a separate file at the city hall. The planning director shall endorse revisions to the official zoning maps, so that they accurately portray changes of zone boundaries and the location of conditional use permits and planned unit developments. Any revisions or replacements of said maps, when duly entered, signed and filed with the city clerk as authorized by this chapter, are part of this title.

(Ord. 676 § 1 (part), 1995).

(Ord. No. 1072, § 2(Exh. A), 1-13-2011)

18.200.040 - Copies of maps.

Copies of up-to-date maps shall be available for public inspection at the Ridgefield city hall and at the office of the city planning director. The city may charge for the sale and distribution of the maps.

(Ord. 676 § 1 (part), 1995).

(Ord. No. 1072, § 2(Exh. A), 1-13-2011)

18.200.050 - Interpretation of district boundaries.

The zoning map indicates district boundary lines. The review authority shall consult the RUACP whenever uncertainty exists as to boundaries of a district shown on the zoning map. If uncertainty remains, the following rules shall apply:

- A. Wherever the zone boundary is indicated as being along or approximately along a street, alley, the centerline of a block, or a property line, then, unless otherwise definitely indicated on the maps, the centerline of the street, alley or block, or the property line, shall be construed to be the boundary of the zone.
- B. Where the location of a zone boundary line is not determined by the above rule, and is not indicated by a written dimension, the boundaries shall be located by the use of the scale appearing on the maps.
- C. Wherever any street, alley or other public way is vacated in the manner authorized by law, the city, by operation of law, shall extend the zoning district adjoining each side of such street, alley, or public way to the center of the former right-of-way and all of the area included in the vacation shall then henceforth be subject to all regulations of the extended districts.
- D. Where the application of the above rule does not clarify the zone boundary location, the planning director shall provide a written interpretation of the maps to the planning commission, which shall make a final determination of the zone boundary. The planning commission shall advise the city council of its decision. The council may ratify the decision of the planning commission or it may review the issue under a Type-IV process. The city clerk shall keep said written decision on file.

(Ord. 676 § 1 (part), 1995).

(Ord. No. 1072, § 2(Exh. A), 1-13-2011)

18.200.060 - Sensitive Lands Map.

The sensitive lands map is a composite map indicating the general location of "critical lands," e.g., floodplains, wetlands and wetland buffer areas, geologically unstable areas, stream corridors, floodplain areas, and principal fish and wildlife habitat areas. The city shall employ the SEPA or development review process to make the final determination as to the location of such sensitive lands. The city shall revise the sensitive lands map at least annually to reflect more accurate information provided through these processes.

(Ord. 676 § 1 (part), 1995).

(Ord. No. 1072, § 2(Exh. A), 1-13-2011)

Chapter 18.205 - USES^[2]**Sections:**

Footnotes:

--- (2) ---

Editor's note— Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013, amended Ch. 18.205 in its entirety to read as herein set out. Former Ch. 18.205, §§ 18.205.010—18.205.030, pertained to similar subject matter, and derived from Ord. No. 1108, § 2(Exh. A), 7-26-2012.

18.205.010 - Purpose.

- A. The purpose of this chapter is to establish the uses generally permitted in each zone which are compatible with the purpose of the zone and other uses allowed within the zone.
- B. The use of a property is defined by the primary activity for which the building or lot is intended, designed, arranged, occupied or maintained.
- C. All applicable requirements of the RDC, or other applicable city, state, or federal requirements, shall govern a use located in the city.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.205.015 - Use types.

- A. Permitted Uses.
 - 1. Uses listed in Table 18.205.020-1 with a "P" are allowed as primary or accessory uses, subject to site plan review if required per RDC 18.500, if they comply with the development standards and other regulations contained in the RDC.
 - 2. The uses identified by a "P-L" in Table 18.205.020-1 are permitted provided they comply with the applicable limitations listed in RDC 18.205.030. Applicants shall demonstrate compliance with the applicable limitations listed in RDC 18.205.030 as part of site plan review if required per RDC 18.500, or any other required review process.
- B. Limited Uses. Allowed uses with additional limitations are listed in Table 18.205.020-1 with an "L". These uses are allowed if they comply with the limitations listed in RDC 18.205.030 and the development standards and other regulations contained in the RDC. Limited uses are subject to a Type I or II limited use review process as specified in RDC 18.205.030, and site plan review if required per RDC 18.500.
- C. Conditional Uses.
 - 1. Uses listed in Table 18.205.020-1 with a "C" are allowed if approved through the conditional use review process (see Chapter 18.340) and site plan review process (Chapter 18.500). These uses must satisfy the conditional use approval criteria, the development standards, and other regulations contained in the RDC applicable to the use proposed.
 - 2. The uses identified by a "C-L" in Table 18.205.020-1 are permitted conditionally. As part of the Type III conditional use review process, applicants must demonstrate compliance with the

applicable limitations listed in RDC 18.205.030. The limitations shall serve as additional criteria for conditional use approval.

- D. Prohibited Uses. Uses listed in Table 18.205.020-1 with an "N" are prohibited. Existing uses in categories listed as prohibited may be subject to the regulations of RDC 18.340, Nonconforming Uses.
- E. Unlisted Uses.
 - 1. Recognizing that there may be uses not specifically listed in this title, either because of advancing technology or any other reason, the director may permit or condition such use upon review of an application for Code interpretation for an unlisted use (RDC 18.310.060, Type I Action) and by considering the following factors:
 - i. The physical characteristics of the unlisted use and its supporting structures, including but not limited to scale, traffic, hours of operation, and other impacts, and
 - ii. Whether the unlisted use complements or is compatible in intensity and appearance with the other uses permitted in the zone in which it is to be located.
 - 2. A record shall be kept of all unlisted use interpretations made by the director.
- F. Temporary Uses. A use which will operate for a limited, fixed duration is considered a temporary use and requires a temporary use permit.
 - 1. A temporary use permit is a mechanism by which the city may permit a use to locate within the city (on private or public property) on an interim basis, without requiring full compliance with the RDC standards or by which the city may permit seasonal or transient uses not otherwise permitted.
 - 2. The director may approve or modify and approve an application for a temporary use permit through a Type I process if:
 - a. The temporary use will not be materially detrimental to public health, safety, or welfare, nor injurious to property and improvements in the immediate vicinity of the subject temporary use; and
 - b. The temporary use is not incompatible in intensity and appearance with existing land uses in the immediate vicinity of the temporary use; and
 - c. Adequate parking is provided for the temporary use and, if applicable, the temporary use does not create a parking shortage for the existing uses on the site; and
 - d. Hours of operation of the temporary use are specified; and
 - e. The temporary use will not create noise, light, or glare which would adversely impact surrounding uses and properties.
 - f. The temporary use will operate for sixty days or less from the effective date of the permit, except that the director may establish a shorter time frame.
 - 3. If the temporary use does not meet the criteria in subsection (2), the temporary use permit will be reviewed through a Type II process.
 - a. A temporary use may operate for up to two years from the effective date of the permit through a Type II process.
 - 4. Extension of temporary use permits.
 - a. Type I temporary use permits may not be extended.
 - b. A Type II temporary use permit may be extended from its original expiration date for up to one year, through a Type I procedure. The planning director shall determine whether there are extenuating circumstances that merit an extension. Only one such extension may be granted, and under no circumstances shall a temporary use operate for longer than three years.

5. An applicant may not apply for a temporary use permit for a temporary use substantially similar to a previously permitted temporary use within one year after the expiration of the previous temporary use permit.
6. Temporary construction trailers are allowed on sites with an active grading or building permit without a temporary use permit. Temporary sales offices in residential developments, such as a new subdivision, for home builders, realtors, mortgage brokers, and similar professions are allowed within a model home, other permanent residential structure, or construction trailer without a temporary use permit. City building permits and business license requirements may still apply.
7. Modular classroom units for school uses are typically regulated as permanent uses consistent with RDC 18.205.030.BB. If a modular classroom unit is proposed as a temporary use to be removed at the end of a defined time period not to exceed two years, the applicant may apply for a temporary use permit consistent with this subsection.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016)

18.205.020 - Master use table.

A. Table 18.205.020-1 details uses for the following zones:

1. RLD-4, 6, 8: Residential Low Density 4, 6, 8.
2. RMD 16: Residential Medium Density 16.
3. CNB: Commercial Neighborhood Business.
4. CCB: Commercial Community Business.
5. CRB: Commercial Regional Business.
6. CMU: Central Mixed Use.
7. WMU: Waterfront Mixed Use.
8. WLS: Waterfront Low Scale.
9. E: Employment
10. P/OS: Parks/Open Space.
11. PF: Public Facilities.

Table 18.205.020-1

SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU 1	WLS	E	P/OS	PF
Single-Family Attached Residential	P-L	P-L	N	N	N	P-L	P-L	N	N	N	N
Single-Family Detached Residential	P	P-L	N	N	N	N	N	N	N	N	N
Duplex	P	P-L	N	N	N	N	N	N	N	N	N

Accessory Dwelling Unit	L	L	N	N	N	N	N	N	N	N	N
Home Occupation	L	L	L	L	N	L	L	L	N	N	N
Multifamily Residential	N	P	C-L	C-L	N	P-L	P-L	P-L	C-L	N	N
Manufactured Home Park	P	P	N	N	N	N	N	N	N	N	N

SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
Boarding House	P-L	C	C	P	P	P	N	N	C	N	N
Community Residential Facility	C-L	P	P-L	P-L	P	P-L	N	N	N	N	N

SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
Bed and Breakfast	C-L	C-L	P-L	P-L	P-L	P-L	P-L	P-L	N	N	N
Hotel and Motel	N	N	N	P	P	C	P	P	N	N	N
Recreational Vehicle (Single)	P-L	P-L	P-L	P-L	P-L	P-L	P-L	P-L	N	N	N
Recreational Vehicle Park	N	N	N	C	C	N	P-L	N	N	N	N
Tent City	L	L	L	L	L	L	L	L	L	L	L

SPECIFIC LAND USE	RLD 4 RLD 6 RLD 8	RM D 16	CN B	CC B	CR B	CM U	WM U	WL S	E	P/O S	P F
General Retail Trade/Services	N	N	P	P	P	P	P-L	P	P -L	N	N
Marijuana Retail	N	N	N	N	N	N	N	N	N	N	N
Eating and Drinking Establishment	N	C-L	P	P	P	P	P-L	P	P -L	N	N
Artisan and Specialty Goods Production	N	N	L	L	L	L	L	L	N	N	N
Motor Vehicle Related Use	N	N	N	P	P	N	P-L	P-L	C	N	N
Electric Vehicle Infrastructure	P-L	P-L	P	P	P	P-L	P-L	P-L	P	P-L	P
Gasoline Service Station	N	N	P	P	P	P	P	N	N	N	N
Animal Kennel and Shelter	N	N	N	C-L	L	C-L	N	N	N	N	N
Veterinary Clinic and Hospital	N	N	L	L	L	L	L	L	L	N	N
Daycare Facility	P- L/C- L	P- L/C- L	P	P	P	P	P	P-L	P	N	N
Funeral Home/Crematorium/Columbarium/Cemet ery	C-L	C-L	N	P	P	N	N	N	N	P-L	P- L

SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
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Office	N	N	P	P	P	P	P-L	P	P	N	P
Light Manufacturing	N	N	N	N	C	C	N ¹	C	C	N	N
Research and Development	N	N	N	C	C	C	P	N	P	N	N
Freight/Cargo Movement and Storage	N	N	N	C	C	N	N	N	C	N	N
Heavy Equipment and Truck Related Use	N	N	N	N	N	N	N	N	N	N	N
Fleet Service	N	N	N	C	C	C	N	N	C	N	N
Warehousing	N	N	N	N	N	N	N	N	C	N	N
Wholesale Retail	N	N	N	N	N	N	N	N	P	N	N
Marijuana Processing	N	N	N	N	N	N	N	N	N	N	N
Marijuana Production	N	N	N	N	N	N	N	N	N	N	N
Medical Cannabis Collective Gardens	N	N	N	N	N	N	N	N	N	N	N

SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
Adult Use Facility	N	N	N	L	L	L	N	N	N	N	N
Indoor Entertainment Facility	N	N	N	P	P	P	P	N	N	N	N
Community Recreation and Social Facility	C-L	C-L	C	P	P	P	P	P	P	P	P
Gambling Use	N	N	N	N	N	N	N	N	N	N	N

Outdoor Performance Center	N	N	N	N	C	N	P	N	C	N	N
Park or Trail ²	P	P	P	P	P	P	P	P	P	P	P

SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
College and University	N	N	N	P	P	P	P	P	P	N	C
School: Elementary/Middle/High	C	C	N	N	N	P	P	N	P	N	P-L
Specialized Instruction and Vocational School	C-L	C-L	C	P	P	P	P	P	P	N	C
Conference Center	C-L	C-L	P-L	P	P	P	P	P	P	N	C
Religious Institution	C	C	P	P	P	P	P	P	P	N	C
Cultural Institution	C	C	P	P	P	P	P	P	P	N	C

SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
Hospital	N	N	C-L	P-L	P-L	C-L	N	N	P-L	N	N
Medical Clinic/Laboratory	N	N	P	P	P	P	P	P	P	N	N
Nursing and Personal Care Facility	N	C	C	P	P	P	P	C	C	N	N

SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
Emergency Services	P-L	P-L	P-L	P	P	P	P	P	P	N	P
Public Agency or Utility Yard	N	N	N	N	P-L	N	P-L	P-L	N	N	P
Utility Facility	P-L/C-L	P- L/C-L	P- L/C- L	P	P	P- L/C-L	P-L/C- L	P- L/C- L	P- L/C- L	P- L/C-L	P
Wireless Communication Facility	P-L/ C- L	P-L/ C-L	P-L/ C-L	P-L/ C-L	P-L/ C-L	P-L/ C-L	P-L/ C-L	P-L/ C-L	P-L/ C-L	P-L/ C-L	P- L/ C-L
Broadcasting and Telecommunications Facility	N	N	N	N	P	P	P	N	P	N	C
Interim Recycling Facility	P-L	P-L	P-L	P- L/L	P- L/L	P-L	N	N	P- L/L	N	C-L
Waste-Related Facility	N	N	N	C	C	N	N	N	N	N	C
Airport or Heliport	N	N	N	N	N	N	N	N	N	N	C
Bus Base	N	N	N	C	C	N	N	N	C	N	C
Park and Ride Lot	L	L	L	P	P	L	N	N	P	N	P
Detention and Post- detention Facility	N	N	N	N	C-L	N	N	N	N	N	N

SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
Floating Home Moorage	N	N	N	N	N	N	P	P	N	N	N
Marina or Boating Facility	N	N	N	N	N	N	P	P	N	N	N

Table Notes:

- (1) Additional uses for the WMU Zoning District are described in RDC Table 18.235.030-1. If there is a conflict between the two use tables, the more permissive shall apply.
- (2) Public and private parks and trails are allowed in all zoning districts and shall meet the standards of the P/OS zone established in RDC 18.265 regardless of the zoning district in which the facility is located.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1163, § 2(Att.), 10-23-2014; Ord. No. 1164, § 2(Att.), 10-23-2014; Ord. No. 1207, § 2(Exh. A), 5-26-2016)

18.205.030 - Limitations.

The limitations in this section serve to clarify any additional standards or conditions that apply to a given use as listed in Table 18.205.020-1 and defined in 18.100.

A. Accessory Dwelling Unit.

1. No lot may have more than one accessory dwelling.
2. The accessory dwelling unit may be located in the principal residence or in a detached structure on a lot that is at least five thousand square feet in area.
3. Accessory dwellings, whether attached or detached, shall be designed in the same style as the primary dwelling and shall use like kind materials on exterior elements.
4. The accessory dwelling unit shall not be larger than fifty percent of the living area of the primary residence.
5. An accessory dwelling unit in a detached structure shall be located behind the primary street facade of the primary dwelling.
6. The accessory dwelling unit shall not be subdivided or otherwise segregated in ownership from the primary residence.
7. The planning director shall process a request for accessory dwelling approval as Type II review consistent with Section 18.310.070.

- i. An application for an accessory dwelling shall include a dimensioned site plan showing the location of the proposed dwelling on the subject property and its relationship to all property lines and easements on-site.
 - ii. In addition to the notice requirements of RDC 18.310.070, the city shall provide the applicable homeowner's association and/or the neighborhood association with notice of the application for accessory dwelling.
 - iii. Prior to approval of an accessory dwelling the planning director shall make the following findings:
 - a. The location of the accessory dwelling complies with the underlying zoning district setbacks, height restrictions, lot area coverage requirements, and other applicable zoning district standards.
 - b. Location of the accessory dwelling shall not interfere with any proposed public facilities or services or with private easements.
 - c. The proposed accessory dwelling does not adversely affect public health, safety, or welfare.
- 8. In the RMD-16 zone, only ADUs established prior to the adoption of this ordinance are permitted. When an ADU exists, it shall be counted as one unit for the purposes of density calculations.
- B. Adult Use Facility.
 - 1. Adult use facilities are subject to a Type I limited use review.
 - 2. Adult use facilities are prohibited within four hundred feet of any residential zone, other adult use facility, school, licensed daycare, public park, community center, public library or church which conducts religious or educational classes for minors.
- C. Artisan and Specialty Goods Production.
 - 1. All uses require a Type I limited use review and shall provide a public viewing or a customer service space as defined below.
 - a. Public viewing shall be accomplished with windows or glass doors covering at least twenty-five percent of the front of the building face abutting the street or indoor wall, allowing direct views of manufacturing; openings between the display or lobby area and manufacturing/work space may be reduced below twenty-five percent where fire rated separation requirements restrict opening size as determined by the planning official, or;
 - b. A customer service space includes, a showroom, tasting room, restaurant, or retail space.
 - c. Drive-through facilities are prohibited.
- D. Animal Kennel and Shelter.
 - 1. In the E zone, animal kennels and shelters are allowed subject to a Type I limited use review provided the following standards are met:
 - a. Run areas shall be completely surrounded by an eight-foot solid wall or fence;
 - b. Kennels and shelters shall be on sites of thirty-five thousand square feet or more, and buildings used to house animals shall be a minimum distance of fifty feet from property lines abutting residential zones.
 - 2. In the CCB and CMU zones, animal kennels and shelters are allowed conditionally. The standards in RDC 18.205.030.D.1.a and b must be met.
- E. Bed and Breakfast.

1. In the RLD and RMD zones, bed and breakfasts are allowed conditionally provided that the proposed use meets the following requirements:
 - a. The use is an accessory to the permanent residence of the operator.
 - b. Serves only breakfast and only to paying lodgers.
 - c. On-site sign size is limited to one non-illuminated identification sign, not exceeding four square feet.
 2. In the CNB, CCB, CRB, CMU, WMU and WLS zones, bed and breakfasts are permitted only as an accessory to residences lawfully established prior to the effective date of this code. Overnight lodging that does not include a permanent residence for the operator may be allowed as a hotel or motel.
- F. Boarding Houses. In an RLD-4, RLD-6, or RLD-8 zone, a maximum of two rooms may be rented to a maximum of two persons other than those occupying a single-family dwelling.
- G. Community Recreation and Social Facility.
1. In the residential zones, any lighted facilities shall be set back a minimum of fifty feet from abutting residentially zoned property.
- H. Community Residential Facility (CRF).
1. In the RLD-4, RLD-6, and RLD-8 zones, CRF-I are a conditionally permitted use. CRF-I are required to be a single-family structure compatible with the surrounding area. CRF-II are a prohibited use.
 2. In the CNB, CCB, and CMU zones, CRF-I and CRF-II are permitted uses, provided that uses are located in upper stories. No ground floor residential uses are allowed.
 3. Household arrangements that consist of six or fewer people, including small group homes, are included in the definition of 'family' in RDC 18.100. In a group home the number of people includes residents and each twenty-four staff hours.
- I. Conference Center.
1. A conference center is permitted conditionally in the residential zones and permitted outright in the CNB zone within a building listed on the National Register of Historic Places, the Washington Heritage Register, or the Clark County Heritage Register.
- J. Daycare facility.
1. Daycare I facilities are permitted in residential zones only as an accessory to residential use, subject to the following:
 - i. No outdoor play areas may be located within the front setback. All play areas shall be completely enclosed, with no openings except for gates, by a fence with a minimum height of forty-two inches.
 - ii. Hours of operation shall be restricted to ensure compatibility with surrounding development.
 - iii. Exterior alterations shall be in keeping with the residential character of the neighborhood.
 - iv. The site must provide a passenger loading area that is determined adequate by the Department of Early Learning (DEL) or other applicable state licenser.
 - v. Applicant shall obtain a city business license and concurrently obtain any required state license with the Washington State Department of Licensing with approval from the Washington State Department of Early Learning

- vi. The permitted facility may display one sign, with a sign area of no greater than two square feet. The owner must obtain a sign permit per RDC 18.710.
- 2. Daycare II facilities are permitted conditionally in residential zones, provided the applicant:
 - i. Completely encloses all outdoor play areas, with no openings except for gates, and a minimum height of six feet; and
 - ii. Sets back outdoor play equipment a minimum of twenty feet from property lines adjoining residential zones.
 - iii. Restrict the hours of operation to ensure compatibility with surrounding development.
- 3. In the WLS zone, daycare I facilities are permitted only as an accessory to multifamily residential use, provided provisions of subsection (1) are met.
- K. Detention and Post-Detention Facility.
 - 1. No work release facility shall be located closer than one mile from any public or private school servicing kindergarten through grade twelve students.
 - 2. SCTFs are permitted as an SCTF Special Use-Type III action granted by the city council, in the CRB and E zones provided:
 - a. The maximum number of residents in an SCTF shall be three persons, excluding resident staff.
 - b. SCTFs should be located in relationship to transportation facilities in a manner appropriate to their transportation needs.
 - c. In addition to meeting the noticing requirements specified in RDC 18.310.120, noticing for SCTF special use permit applications also includes mailing the notice of application to both residents and owners of real property located within one-half mile of the site.
 - d. In no case shall an SCTF be sited adjacent to, immediately across a street or parking lot from, or within six hundred feet of unobstructed sight distance or two hundred feet of risk potential activities or facilities as defined in this title in existence at the time a site is listed for consideration; provided, the two hundred-foot criteria shall not apply if the state department of social and health services determines it is not needed to protect public safety.

The distances specified in this subsection shall be measured by following a straight line from the nearest point of the building in which the SCTF is to be located, to the nearest point of the property line of the lot occupied by the risk potential activity or facility.

- e. Each SCTF shall provide on-site dining, on-site laundry or laundry service, and on-site recreation to serve the residents.
- f. Applicants shall submit the following items in addition to the standard permit application:
 - i. The siting process used for the SCTF, including alternative locations considered.
 - ii. An analysis showing that utmost consideration was given to potential sites such that siting of the facility will have no undue impact on any one racial, cultural, or socioeconomic group, and that there will not be an over concentration of similar facilities in the city or a particular neighborhood.
 - iii. Proposed mitigation measures including the uses of extensive buffering from adjoining uses.
 - iv. Demonstration of an approved interlocal agreement between DSHS and the city of Ridgefield regarding security and operational procedures.
 - v. A schedule and analysis of all public input solicited during the siting process.

- g. Decision Criteria. A secure community transitional facility special use permit shall be granted by the city, only if the applicant demonstrates that:
 - i. The secure community transitional facility will not materially endanger the health, safety and welfare of the community;
 - ii. The siting of an SCTF shall not create an over-concentration within the city of Ridgefield, a particular neighborhood, or community of such uses as defined by Chapter 71.09 RCW, work release facilities, pre-release facilities or similar facilities including Level 1, 2, and 3 registered sex offender housing;
 - iii. The location, size and height of buildings, structures, walls and fences, and screening vegetation for the essential public facility shall not hinder or discourage the appropriate development or use of neighboring properties; and
 - iv. The essential public facility will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding areas or conditions can be established to mitigate adverse impacts.
- L. Duplex.
 - 1. In the RMD-16 zone, two or more duplexes must comply with either the multifamily standards in RDC 18.220 or the townhouse development standards in RDC 18.220.140.
- M. Eating and Drinking Establishment.
 - 1. In the RMD-16 district the use must abut a public collector or arterial street. Access is not permitted through a residential local street.
 - 2. In the E zone up to fifteen percent of the gross area of a property may be dedicated to eating and drinking establishments. The eating and drinking establishment shall be an accessory use to a primary use allowed outright or conditionally in the zone.
 - 3. In the WMU zone, drive-through restaurants are prohibited.
- N. Electric Vehicle Infrastructure. In the residential, CMU, WMU, WLS and P/OS zones, Level 1 and Level 2 charging is permitted as an accessory use to a lawfully established primary use. Rapid charging stations and battery exchange stations are prohibited.
- O. Emergency Services. In the residential and CNB zones:
 - 1. Any buildings from which firefighting equipment emerges onto a street shall maintain a distance of thirty-five feet from the street;
 - 2. Outdoor storage is not permitted; and
 - 3. If a fire facility abuts both an arterial and a non-arterial street, all access and egress shall be via the arterial.
- P. Funeral Home/Crematorium/
Columbarium/Cemetery.
 - 1. In the residential zones:
 - a. Funeral homes, crematoria, columbaria, and cemeteries are allowed conditionally as an accessory to a church or other religious use, provided that the area dedicated to the use may not be counted toward the required landscaping.
 - b. Permanent structures must be set back a minimum of one hundred feet from adjoining residential zones and uses.
 - 2. In the P/OS and PF zones, funeral homes, crematoria, columbaria and cemeteries are permitted outright, provided permanent structures are setback a minimum of one hundred feet from adjoining residential zones and uses.

Q. General Retail Trade/Services.

1. In the E zone no more than fifteen percent of the gross area of a property may be dedicated to general retail uses. The retail use is permitted outright as an accessory use to a primary use allowed outright or conditionally in the zone. All other retail uses are permitted conditionally.
2. In the WMU zone, high-impact commercial uses such as outdoor nurseries, lumber and building materials, farm equipment and similar uses that have large outdoor storage areas, significant truck traffic, and often rely on heavy equipment are prohibited. Other retail uses are allowed outright.

R. Home occupation. Residents of a dwelling unit may conduct one or more home occupations as an accessory use(s), provided:

1. Exempted home occupations. Home occupations that occupy less than 25 percent of a residence (up to one thousand square feet of combined space) and generate no more than an average of one additional vehicle trip per day associated with the home occupation use, including trips by customers, delivery vehicles, employee vehicles for employees not residing at the residence, and vehicles used in association with the home occupation use excluding the residents' personal vehicles, are exempt from the home occupation permitting requirements of this section. The home occupation development standards of this section and the Ridgefield business license requirement still apply.
2. Type I review. The planning director shall review the following home occupation requests through a Type I process provided there are no on-site sales associated with the use, unless the site of the home occupation is located within the WMU zone:
 - a. Offices, including but not limited to architects, engineers, lawyers, real estate agents, religious persons, salesmen, or authors.
 - b. Studios, including but not limited to artists, tailors, composers, crafts such as wood work or weaving.
 - c. Specialized instruction schools academic tutoring, foreign languages, art, dance, music, cooking, yoga, martial arts and related disciplines that do not exceed four students at any one time.
 - d. Uses the planning director finds to be materially similar to the above-listed uses.
3. Type II Review.
 - a. The planning director shall review all home occupation requests not described in subsections (1) or (2) as a Type II process for compliance with subsection (4) and other requirements of this section.
 - b. The planning director may elevate a home occupation request described in subsection (2) to a Type II review process if the proposed use involves an issue of broad public interest warranting public notice.
 - c. In addition to the notice requirements of RDC 18.310.070, the planning director shall provide notice of the pending application to:
 - i. Any developer or active homeowners association for the subdivision in which the dwelling is located; and
 - ii. Any neighborhood association registered with the city clerk's office, whose geographic boundaries include the subject dwelling.
 - d. The planning director shall review all home occupation requests located in a dwelling within the WMU zone as a Type II process. For consideration of a home occupation in

the WMU zone, a resolution in support of the proposed use adopted by the port commission stating the use is consistent with the master plan shall be required.

4. Site and Use Limitations. In addition to the applicable base zone standards, all home occupations are subject to the following limitations:
 - a. The principal operator of the home occupation must be a full-time resident of the dwelling.
 - b. A home occupation use may not employ more than one full-time equivalent employee who is not a resident of the dwelling unit.
 - c. Except for articles produced on the premises, no stock in trade shall be displayed or sold on the premises.
 - d. All home occupation business activity, including storage, shall be conducted indoors within the dwelling or accessory structures, except for plants and materials directly needed for the cultivation of plants essential to the home occupation use. No outdoor display of goods or outside storage of equipment or materials used in the home occupation shall be permitted.
 - e. The total area devoted to all home occupation activity shall not exceed twenty-five percent of the combined floor area of the dwelling, garage and accessory structures, or one thousand square feet, whichever is less.
 - f. No alteration to the exterior of the principal residential building shall be made which changes the residential character of a dwelling.
 - g. The home occupation use may not increase vehicular traffic flow or on-street parking by more than two nonresident vehicles per hour, or an average of six total vehicles per day. Nonresident vehicles include customers, delivery vehicles, employee vehicles for employees not residing at the residence, and vehicles used in association with the home occupation use excluding the residents' personal vehicles.
 - h. Vehicles used in association with the home occupation use and stored at the residence shall be restricted to standard non-commercial cars, trucks, and vans. Only one such vehicle is allowed per home occupation. Such vehicles shall park in a legal on-site parking space and may not park within any required setback areas of the lot or on adjacent streets.
 - i. The permitted home occupation use may display one sign, with a sign area of no greater than two square feet. The owner must obtain a sign permit per RDC 18.710.
5. The following activities are prohibited as home occupations:
 - a. Activities which use fireworks, ammunition or explosives on site;
 - b. Repair, sales, parking, or storage of automobiles, trucks larger than two tons, heavy equipment or boats, including auto body work or painting;
 - c. Overnight lodging;
 - d. Kennels and catteries;
 - e. Marijuana production, processing, or retail;
 - f. Medical cannabis collective gardens.
6. A home occupation shall not use electrical or mechanical equipment that results in:
 - a. A change to the fire rating of the structure used for the home occupation, unless approved by the building department;
 - b. Visual or audible interference in radio or television receivers, or electronic equipment located off-premises;

- c. Fluctuations in line voltage off-premises; or
 - d. Emissions such as dust, odor, bright lighting or noises greater than what is typically found in a neighborhood setting.
- 7. Business License Required. The operator of a home occupation use shall apply annually for a Ridgefield business license. A home occupation use permit shall expire if the business license is not renewed within two months of its expiration.
- 8. A home occupation permit shall expire if the home occupation for which it is granted does not operate as a business for a period of twelve consecutive months.
- S. Hospital.
 - 1. In the CCB, CRB, E zones, hospitals are allowed only following city council approval of a development agreement between the applicant and the city. A development agreement is required to describe mitigation for potential impacts on neighboring uses and public services consistent with any land use and environmental approvals and permits. The development agreement shall meet the requirements of RDC 18.310.150, address the full range of impacts of the proposed use and may address other matters associated with the hospital use, including but not limited to:
 - i. Description of proposed uses and facilities, including building sites, size and bulk.
 - ii. Circulation, transportation and parking plans.
 - iii. Any requested variances to the RDC.
 - iv. Plans for minimizing impacts on neighboring users.
 - v. Plans for storage and disposal of hazardous materials meeting the applicable requirements of RCW 70.105.
 - vi. Trip reservation.
 - vii. Vesting.
 - viii. System development charge and impact fee credits.
 - ix. The development agreement shall also include a site plan satisfying all requirements of RDC 18.500.040 if the proposed project requires site plan approval.
 - 2. When located in the CMU and CNB zones, hospitals are allowed only as a re-use of a nonresidential facility; and burning of refuse or hazardous waste is prohibited.
- T. Interim Recycling Facility.
 - 1. In the RLD-4, RLD-6, RLD-8, RMD-16, CNB and CMU zones, only drop box facilities accessory to a public or community use such as a school, fire station or community center shall be allowed as a permitted use.
 - 2. In the CCB, CRB, OFF, E and PF zones:
 - a. Drop box facilities for the collection and temporary storage of recyclable materials are allowed outright as an accessory use.
 - b. For all other facilities, all processing and storage of material shall be within enclosed buildings. Yard waste processing is not permitted. Proposed facilities shall be processed as a Type II limited use review.
 - 3. In the E and PF zones, any other facilities not meeting the standards of subsection (2) may be permitted conditionally.
- U. Motor Vehicle Related Uses. In the WMU and WLS zones, only sales, rental, leasing, repair and service of watercraft are permitted outright. Sales, rental, leasing, repair and service of automobiles, light trucks, mobile homes, and recreational vehicles are prohibited.

V. Multifamily Residential.

1. In the CNB, CCB, and OFF zones, residential uses are allowed conditionally. Residential uses are limited to upper stories and shall achieve a minimum density of eight dwelling units per acre and a maximum density of sixteen dwelling units per acre.
2. In the CMU and WLS zones, residential uses are limited to upper stories and shall achieve a minimum density of eight dwelling units per acre and a maximum density of sixteen dwelling units per acre.
3. In the WMU zone, no ground floor residences or residential uses are permitted. Multifamily residential uses are permitted only as upper story living units, not less than four units per net acre nor more than eighteen units per net acre.

W. Office.

1. In the WMU zone, drive-through banks are prohibited.

X. Park and Ride Lots.

1. In the RLD-4, RLD-6, RLD-8, RMD-16, CNB and CMU zones, park and ride lots are subject to a Type I limited use review and must meet the following standards:
 - a. Park and ride lots may be sited on an existing parking lot or in conjunction with a publicly owned or nonprofit facility (i.e., church, social service agency, etc.) as a permitted use.
 - b. New park and ride lots (not including new park and ride facilities located on existing parking lots) are subject to site plan review pursuant to RDC 18.500 and shall:
 - i. Be limited to fifty stalls in the RLD or RMD zones;
 - ii. Provide screening and/or landscaping on interior setbacks that abut residentially zoned properties; and
 - iii. Provide additional landscaping along street frontages; and
 - iv. Direct lighting to the interior of the site and away from adjacent residentially zoned properties, as required by RDC 18.715.

Y. Public Agency or Utility Yard.

1. In the CRB, WLS and E zones, utility yards are permitted only when co-located with utility offices.
2. In the WMU zone, public agency and utility yards may include storage of port-related machinery and equipment, and production and assembly of materials and equipment for port business. Port-related use may include fabrication of parts and storage of materials for use in fabrication of parts as a permitted use.

Z. Recreational Vehicle (Single). Persons may occupy a recreational vehicle (RV), parked on a lot, for up to two weeks per year with the permission of the property owner. The following standards apply:

1. Only one RV may be occupied on a lot at any time.
2. Occupancy is subject to the city's animal, public health, and nuisance standards.
3. An occupied RV shall be parked on-street or in allowed off-street parking areas outside of required setbacks.
4. Commercial activity is not permitted in the RV.
5. RVs shall not use generators while parked in a residential zone.

6. Unoccupied RVs may be parked off-street in any zone in any parking areas meeting the requirements of RDC 18.720. In the RLD zones, RV parking is subject to the provisions of RDC 18.210.030.C.3.
- AA. Recreational Vehicle Parks. In the WMU zone, recreational vehicle parks are limited to no more than twenty-five percent of the total area zoned WMU, whether in a single location or multiple locations within the zone.
- BB. School: Elementary/Middle/High. In the PF zone, schools are a permitted use. Modular classroom units shall be reviewed through a Type I limited use review and site plan review, consistent with RDC 18.500.
- CC. Single-Family Attached Residential.
1. Single-family attached dwellings in the RLD-4, RLD-6, RLD-8 and RMD-16 zones must meet the standards of RDC 18.220.140.
 2. In the RLD-4, RLD-6, RLD-8, and RMD-16 zones, single-family attached residential development must meet the density standards of the zone.
 3. In the CMU and WMU zone, only live/work units where the associated business is allowed as a permitted or limited use are allowed, provided the residence is not located on the ground floor. No ground floor residences or residential uses are permitted.
- DD. Single-Family Detached Residential.
1. In the RMD zone, single-family detached residential development shall only be approved if the minimum density standard of the RMD-16 zone are met.
- EE. Specialized Instruction and Vocational School.
1. In the RLD-4, RLD-6, RLD-8 and RMD-16 zones, specialized instruction schools are permitted conditionally provided:
 - a. The number of students is limited to twelve at one time; (Schools serving four or fewer students are permitted as a home occupation.)
 - b. Fifty percent or more of the instruction area shall be within an enclosed structure; and
 - c. Structures and areas used for instruction must be set back a minimum of twenty-five feet from property lines.
- FF. Tent Cities.
1. The use shall be authorized by a temporary and revocable use permit reviewed through a Type II decision, not to exceed ninety days during one calendar year.
 2. A minimum of two weeks prior to application submittal, the applicant shall hold a neighborhood information meeting on, or as close to as possible, the site on which the tent city will be located. The city manager shall approve the time and location of the meeting and the applicant shall notify all property owners within one thousand feet of the proposed site by U.S. Mail at least fourteen days prior to the information meeting. This meeting shall supersede the notification required for a Type II review by RDC 18.310.070.
 3. The applicant shall provide sanitary portable toilets, potable water, trash receptacles, hand-washing facilities, and food and security facilities sufficient to satisfy applicable local and county health regulations.
 4. Tent cities are not permitted in critical areas or buffers.
 5. Permanent structures are prohibited.
 6. The maximum size of a tent city is one hundred occupants. The city may limit the size of the tent city based upon site conditions and public health and safety regulations.

7. Parking for vehicles shall be adequate to serve the numbers of vehicles generated by the use and shall be fully contained on-site.
8. The tent city shall be adequately buffered and screened from adjacent right-of-way and residential properties. Screening shall be a minimum height of six feet and may include, but is not limited to, a combination of fencing, landscaping, or existing buildings.

GG. Utility Facility.

1. In the RLD-4, RLD-6, RLD-8, RMD-16, CNB, CMU, WMU, WLS, OFF and P/OS zones:
 - a. Minor utilities are permitted outright subject to the site plan review requirements of RDC 18.500.
 - b. Major utility facilities are permitted conditionally.
2. In the WMU zone, municipal wastewater treatment facilities are prohibited.

HH. Veterinary Clinic and Hospital. Veterinary clinics and hospitals are permitted under the following provisions:

1. No burning of refuse or dead animals is allowed.
2. The portion of the building or structure in which animals are kept or treated shall be constructed so as to prevent incursion of noise from animals into any residential zone.
3. All run areas shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material.
4. The provisions of RMC Chapter 7 relative to animal keeping are met.
5. Clinics and hospitals whose activities are conducted wholly indoors shall be reviewed through a Type I limited use process, while those with any outdoor uses, excluding parking or landscaping, shall be reviewed through a Type II limited use process.

II. Wireless Communication Facilities. See RDC 18.760 Wireless Communication Facilities for applicable regulations.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1163, § 2(Att.), 10-23-2014; Ord. No. 1164, § 2(Att.), 10-23-2014; Ord. No. 1178, § 2(Exh. A), 2-12-2015)

Chapter 18.240 - EMPLOYMENT DISTRICTS (E)

18.240.010 - Purpose.

The city of Ridgefield recognizes lands within employment (E) district as a regional employment resource. Because such resources are limited, these districts are designed to conserve land for job-creating opportunities. The district substantially limits retail, commercial, and residential developments, which incrementally decrease the limited supply of vacant, buildable employment land in the city.

- A. Employment District (E). This district provides for a wide range of employment generating uses such as light manufacturing and processing, wholesale trade and warehousing, research and corporate offices, business and professional services, and supporting enterprises. The district expressly prohibits retail enterprises which cater to the general public including membership retail operations.
- B. Employment Mixed Use Overlay (EMUO). The city recognizes that the optional development of master planned mixed use sites consistent with this chapter has the potential to increase employment opportunities within these zones. The city has created the employment mixed use overlay (EMUO) to provide for a mix of compatible light industrial, service, office, retail, and limited residential uses in certain areas designated within the IND or OFF zone. The EMUO allows retail and residential uses that would otherwise be prohibited in the underlying IND or OFF zoning district. Uses can achieve improved efficiency and flexibility beyond the base zones through the application of master planning opportunities. Master planning requires compliance with additional siting and performance standards.

18.240.015 - Applicability.

- A. The E zoning district implements the Employment (EP) comprehensive plan designation and shall be applied to all newly annexed EP lands.
- B. Full site improvements are required for parking, lighting, landscaping, walkways, storage space, and service areas if a development proposal is:
 1. New development;
 2. Expanding the square footage of an existing structure by twenty percent; or
 3. The construction valuation is fifty percent of the existing site and building valuation.

18.240.020 - Master planning standards.

- A. Master planning is required for EMUO projects. EMUO master plans shall comply with Section 18.240.110 RDC.
- B. Non-EMUO Master Plans. An E project comprising twenty or more acres as either one parcel or parcels under common ownership or control shall be subject to the following master plan requirements. The term 'project' applies to development review, such as site planning, and does not apply to subdivision of land.
 1. Criteria. The master plan, at a minimum, shall address the following approval criteria:
 - a. The master plan shall demonstrate site compliance with Chapter 18.280, Critical Areas.
 - b. Adequate access shall be provided for vehicular, transit, pedestrian and bicycle transportation to each property within the master planning area. The circulation plan shall show proposed lot patterns, storage areas and building footprints, and shall address vehicular, transit, pedestrian and bicycle transportation, access limitation and engineering issues.

- c. The master plan shall show how capital facilities (sanitary sewer, water, storm drainage) and utilities can be provided efficiently to the site, consistent with city engineering standards and the RCFP.
- 2. Review. Master plans shall be reviewed through a Type II site plan review consistent with RDC 18.500. Subdivision of land, not associated with development review, shall be reviewed through the subdivision review process.

18.240.030 - Uses.

- A. Uses within the E district shall comply with RDC 18.205.

18.240.050 - Lot requirements.

- A. There are no minimum or maximum lot area, lot width or lot depth requirements in the E district.

18.240.055 - Dimensional standards.

- A. Dimensional standards shall comply with Table 18.240.055-1.

Table 18.240.055-1

STANDARDS	E
Min. Front Yard Setback (Street)	10 ft
Min. Side and Rear Yard (Interior) Setback from E OFF and IND Zones	0 ft
Min. Side and Rear Yard (Interior) Setback from residential zones	20 ft
Min. Side and Rear Yard (Interior) Setback from all other zones	10 ft
Min. Side and Rear Yard Setback from right-of-way	10 ft
Max. Height	65 ft (1)
Max. Impervious Surface	85%

Table Notes:

- (1) Where an E lot abuts a lot zoned for low density residential use buildings shall be stair-stepped back from the abutting residential zoning. To accomplish this, the maximum height allowed at the yard setback line shall be thirty-five feet, fifty feet at a line ten feet inward from the setback line and sixty-five feet at a distance of twenty feet from the setback line.

18.240.060 - Site and building design.

A. E District Standards.

1. Building design shall reinforce the building's location adjacent to street edge and public space.
2. All blank walls facing an arterial, minor arterial or collector street shall be articulated in one or more of the following ways:
 - a. Installing a vertical trellis in front of the wall with climbing vines or planting materials.
 - b. Providing a landscaped planting bed at and five feet wide in front of the wall with plant materials that can obscure at least twenty percent of the wall's surface within three years.
 - c. Providing texture or artwork (mosaic, mural, sculpture, relief, etc.) over the blank wall surface.
 - d. Other equivalent methods that provides for enhancement of the wall.
3. Where the lot abuts an arterial, minor arterial or collector street, at least one main entrance of a building shall face directly onto a sidewalk along a street. Entrances shall be made physically and visually inviting by incorporating a minimum of two of the following entry enhancement features:
 - a. Additional landscaping equal to ten percent of required site landscaping within ten feet of either side of the entry;
 - b. At least two hundred square feet of paving materials different from the street sidewalk;
 - c. At least one hundred square feet of awning, marquee, or arcade over the entry;
 - d. At least two hundred square feet of pedestrian plaza with landscaping and benches that is attached to the entry;
 - e. Entry recessed from the facade surface by at least three feet; or
 - f. Accent lighting.
4. On lots fronting an intersection where at least one leg of the intersection is an arterial, minor arterial or collector street, the building shall accentuate the street-facing corner by including pedestrian access at the corner.
5. The following accessory structures shall be screened by a fence or landscaping to a value of eighty percent year-round opacity from public view along an arterial, minor arterial or collector street:
 - a. All on-site service areas, loading zones, outdoor storage areas, garbage collection, recycling areas, and similar activities.
 - b. Utility vaults, ground-mounted mechanical units, trash receptacles and other similar structures.
 - c. Satellite dishes or pedestrian-oriented waste receptacles along walkways are not required to comply with this standard.
6. Mechanical units, utility equipment, elevator equipment, and telecommunication equipment located on the roof shall be grouped together, incorporated into the roof design, and/or screened from adjacent walkways to a value of eighty percent year-round opacity.
7. Outdoor Storage of materials that are accessory to the primary use of a parcel shall not be located adjacent to any street with a classification of "collector" or higher or any street that is projected to carry more than 2,000 Average Daily Trips.

- B. Site configurations in the IND and OFF E zones shall avoid creating entrapment areas such as dead-end pathways where a pedestrian could be trapped by an aggressor.

- C. In the E zone, the site and buildings shall provide sight lines to allow observation of outdoor spaces by building occupants. Buildings should be sited so that windows, balconies and entries overlook pedestrian routes and parking areas and allow for informal surveillance of these areas, where possible.

18.240.070 - Signs.

The city may permit signs subject to compliance with Chapter 18.710.

18.240.075 - Lighting.

- A. Lighting shall comply with the requirements of RDC 18.715.
- B. Parking area light post height shall not exceed twenty-five feet if the pole is located within twenty-five feet of a residential zone.
- C. All building entrances shall be illuminated.

18.240.080 - Off-street parking and loading.

- A. Off-street parking and loading shall be provided as required by RDC 18.720.
- B. No more than fifty percent of a lot abutting an arterial, minor arterial or collector street may dedicated to parking along the arterial or collector street frontage.
- C. On corner lots where one leg of the intersection is an arterial, minor arterial, or collector street, the parking area shall be no closer than the lesser of one hundred feet or twenty-five percent of the street frontage, measured horizontally along the frontage, from the intersecting rights-of-way of the arterial, minor arterial, or collector street with another street.
- D. Where the subject lot abuts a public street at the front and rear of the lot, the parking lot location shall take access from the street with the lowest street classification.
- E. Off-street loading is not permitted within twenty-five feet of a public right-of-way.

18.240.090 - Landscaping.

- A. Landscaping shall meet the requirements of RDC 18.725 and the requirements of this section.
- B. All new development projects within the E districts shall submit landscaping plans that meet the requirements of RDC 18.725.070.
- C. Beyond the requirements in RDC Table 18.725.050-1, landscaping buffers shall be provided as follows:
 - 1. Where an E lot abuts an arterial, minor arterial or collector street, a twenty-five-foot buffer landscaped to a L2 standard shall be provided.
 - 2. Where an E lot is adjacent to another E lot, landscaped buffers along shared property lines not facing the street may be reduced to zero feet, except those site areas proposed for outdoor storage of materials.
 - a. Areas proposed for outdoor storage of materials shall provide a 10 foot landscape buffer to an L3 standard.
- D. Development within the E district shall landscape a minimum of fifteen percent of the gross site acreage.
- E. An applicant may offset the landscaping requirement by providing on-site recreation facilities for tenants and employees.
 - 1. For every square foot of on-site recreational facilities provided, the development may offset the required landscaping area by one square foot, up to a maximum of fifty percent of the total site landscaping requirement.

2. The offset may not be used to reduce landscaping buffers and setbacks required by RDC 18.240.090.C and 18.725.050.
 3. On-site recreation facilities may include, but are not limited to: trails, exercise stations, game courts (such as for basketball, volleyball, racquet ball or badminton), picnic tables, community garden plots, other active recreation facilities as defined by RDC 18.100, or other features determined by the Community Development Director to be materially similar to the above-listed facilities.
 - a. Community garden areas shall be fenced, and include a shared tool shed and water source for irrigation. Community gardens created under this section are not subject to the requirements of the city's community garden program.
 4. Recreation facilities must be accessible to employees and tenants, but do not have to be made available to general public.
 5. The business occupying the site shall maintain the recreation facilities in a fully functional condition.
 6. In the event that the property owner or developer elects to convert all or a portion of the recreation facilities to non-recreational use, the applicant shall install sufficient landscaping to replace the recreation areas so that the site meets the landscaping requirements of 18.240.090.D and 18.725.050. The city shall review the conversion proposal through a Type I site plan review process.
- F. Critical Areas Offset.
1. Critical areas shall be designated on a site plan and permanently protected through dedication to the city, a conservation easement or other binding instrument consistent with RDC 18.280.
 2. For every two square feet of protected critical area, the city may offset the required landscaping by one foot up to a maximum of fifty percent of the required landscape area. The critical area offset may not be applied to reduce the landscape buffers and setbacks required by RDC 18.240.090.C and 18.725.050.
- G. Combined Landscaping Offset. The on-site recreation facility and critical areas offsets may be used in combination but may not exceed fifty percent of the total required landscaped area.
- H. Installation and Maintenance. All required landscaping shall be installed prior to occupancy and continuously maintained as a condition of use by the owner or developer.

18.240.095 - Fences.

- A. Fences shall comply with the provisions of RDC 18.740.
- B. Fences designed for privacy, security, and/or screening shall be made of material that is compatible with the building design. For example, the building material may be repeated on fence columns and/or stringers.
- C. Fences for screening and security adjacent to sidewalk on an arterial, minor arterial or collector street may be used only in combination with trellis, landscaping, or other design alternatives to separate such fence from pedestrian environment.

18.240.100 - Performance standards.

No land or structure shall be used or occupied within this district unless there is continuing compliance with the following minimum performance standards:

- A. Maximum permissible noise levels shall be as determined by WAC 173.60, as amended.
- B. Vibration. Vibration other than that caused by highway vehicles which is discernible without instruments at the property line of the use concerned, is prohibited.

- C. Smoke and Particulate Matter. Air emissions must be approved by the Southwest Washington Air Pollution Control Authority.
- D. Heat and Glare. Except for exterior lighting, operations producing heat and glare shall be conducted entirely within an enclosed building.
- E. Administrative Review. As a condition for the granting of a building permit, at the request of the city information sufficient to determine the degree of compliance with the standards in this subsection shall be furnished by the applicant. Such information may include continuous records of operation, periodic checks to assure maintenance of standards, or special surveys.

18.240.110 - Special provisions for the employment mixed use overlay district.

- A. Purpose. The EMUO implements the employment mixed use designation in the RUACP and is intended to provide for a mix of compatible light industrial, service, office, retail, and residential uses. As further detailed in this chapter, the mix of uses is to be mutually supporting and pedestrian- and transit-oriented. Through the development standards described in Section 18.240.110(F), the EMUO promotes physical and functional integration, coordination, cohesive site planning and design that maximizes land use. It also encourages the development of a compact, active environment that is expected to:
 - 1. Achieve the goals and objectives of the RUACP.
 - 2. Provide additional family wage employment opportunities.
 - 3. Enhance livability, environmental quality, and economic vitality.
 - 4. Maximize efficient use of public facilities and services.
 - 5. Accommodate medium and higher density housing when integrated into a master plan.
 - 6. Reduce the number of automobile trips and encourage alternative modes of transportation.
 - 7. Create a safe, attractive and convenient environment for living, working, recreating and traveling.
- B. General Applicability. The provisions of this section may be applied to any parcel or an aggregation of parcels under an applicant's common ownership or control of forty gross acres or greater that are designated EMUO on the RUACP map at the election of an applicant. In the event an applicant elects to file an EMUO master plan application instead of an IND or OFF master plan application, the applicant shall comply with all of the provisions of this section and unless otherwise provided, Sections 18.240.020 through 18.240.100 of this chapter shall not apply. An EMUO master plan, at a minimum, shall address the following approval criteria:
 - 1. Critical Areas. When development impacts lands regulated by RDC 18.280, Critical Areas, the development project shall comply with all applicable standards in 18.280.
 - 2. Adequate access shall be provided for vehicles, transit, bicycles, and pedestrians to each property within the master planning area. The circulation plan shall address vehicular, bus, pedestrian and bicycle transportation, access limitation and engineering issues.
 - 3. The EMUO master plan shall show how capital facilities (sanitary sewer, water, storm drainage) and utilities can be provided efficiently to the site, consistent with city engineering standards and the CFP.
 - 4. Flag lots are specifically discouraged unless there is no reasonable alternative, as determined by the city engineer.
 - 5. Each of the parcels within an approved EMUO master plan need not be contiguous provided that noncontiguous parcels are designed to achieve physical and functional integration as defined by this code with contiguous parcels within the master plan, that noncontiguous areas are geographically separated by no more than one mile, that development on noncontiguous parcels complies with all adopted EMUO development standards and provided that any noncontiguous parcel have a minimum size of forty gross acres or greater. Properties cannot be in a master plan

if there is a built or natural barrier that does not allow the achievement of physical and functional integration.

C. EMUO Master Planning Process.

1. The purpose of the master planning process is to:
 - a. Assure that the proposed master plan is considered as a whole and conforms to the RUACP. The master plan may serve to allow flexibility of uses and development standards. Any other reviews needed for the development review process, such as conditional uses, plan amendments, subdivisions, variances or zone changes may be considered at the same time as the master plan; provided, that the applications for these other permits comply with the city's submittal requirements;
 - b. Assure that phased development is properly coordinated;
 - c. Provide the applicant with reliable assurances of the city's expectation for the overall project as a basis for the applicant's detailed planning and investment.
2. Requirements. An EMUO master plan must include a concept plan that shows the location and distribution of land uses and related facilities. The following components are required:
 - a. Boundaries of the Site and Existing Conditions. The master plan must show the current and potential future boundaries of the site for the duration of the master plan and existing conditions such as environmental constraints, utility services, existing structures and uses and existing transportation improvements.
 - b. General Statement. The master plan must include a narrative that generally describes the uses and site as well as expansion plans for the duration of the EMUO master plan. An applicant shall calculate the approximate net developable acres of proposed uses and net densities by type, area of public rights-of-way, the percentage of impervious surfaces and the approximate amount, location and type of sensitive lands impacted.
 - c. A SEPA Checklist.
 - d. Master Plan. The master plan must generally show the proposed division of land and distribution of proposed uses and the items described in subsections (C)(2)(a) and (b) of this section. Additional information may include:
 - i. Conceptual plans for potential future uses;
 - ii. Conceptual plans for improvements planned in conjunction with the proposed use(s); and
 - iii. General locations of usable open space, any land proposed to be dedicated for open space, pedestrian and transit connection between the site and public or private streets serving the EMUO master plan and connecting to off-site open space, and internal circulation (both auto and pedestrian).
 - e. Development Standards. The applicant may propose standards that will control development of the future uses that are in addition to or substitute for the requirements of this section as set forth in a duly approved development agreement pursuant to Section 18.240.120 of this chapter, provided they are consistent with the RUACP and RCFP. These include height limits, building orientation and design standards, setbacks, frontage, floor area ratio limits, landscaping requirements, parking requirements, signage, view corridors or facade treatment. The city reserves the right to reject all or part of the standards proposed.
 - f. Phasing of Development. The master plan shall include the proposed development phases, probable sequence of future phases, estimated dates and interim uses of the property awaiting development. In addition, the plan shall identify any proposed temporary uses or locations of uses during construction periods.

- g. Transportation and Parking. The master plan shall include information on the following items for each phase:
 - i. Projected Transportation Impacts. This includes the expected number of trips (peak and daily), an analysis of the impact of those trips on the street system, and the proposed mitigation measures. Mitigation measures may include improvements to the street system or specific programs to reduce traffic impacts, including transportation demand management techniques, such as encouraging the use of public transit, carpool, vanpools, adjustment of work hours and other alternatives to single occupancy vehicles. A transportation impact study may be substituted for these requirements and shall be required for any development within a master plan that is projected to generate more than ten peak hour trips.
 - ii. Proposed Parking Impacts. This information includes: projected peak-hour parking demand, an analysis of this demand compared to proposed on-site and off-site parking supply, potential impacts to the on-street parking system and adjacent land uses and mitigation measures.
- h. Procedures.
 - i. Master plan preapplication meetings are required prior to submitting a conceptual master plan.
 - ii. The master plan review shall be processed in accordance with the procedures of a Type III land use review per this title.
 - iii. Type II site plan review is required for each phase of development within the master plan, unless otherwise specified herein.
 - iv. In lieu of compliance with the general modification procedures of Chapter 18.350 RDC, any modifications, additions or changes to an approved EMUO master plan are subject to the following:
 - a. Minor changes as defined in this subsection shall be reviewed as a Type I post-decision review process and a determination made by the planning director. To be considered minor, the modification must meet the following criteria:
 - i. A minor modification shall not result in a deviation to a numeric performance standard of more than ten percent. Examples of minor modifications include but are not limited to minor relocation of buildings or landscaped areas, moving an approved use from one part of a master plan site to another part, minor changes in phasing and timing, and minor changes in elevations of buildings and also include modification that will result in:
 - (A) No more than a ten percent reduction in the amount of landscaping, buffering and open space, or the relocation of open space;
 - (B) No more than a ten percent reduction in the amount of parking is proposed;
 - (C) No more than a ten percent reduction of any landscape buffer, in width or density of planting, between the development and adjoining properties is proposed;
 - (D) No more than a ten percent increase in the total ground area covered by buildings or other impervious surfaces is proposed;
 - (E) No more than a ten percent change in the preservation of trees or other unique natural features which were required to be preserved by the master plan approval is proposed;
 - (F) No structures are relocated closer to the perimeter of the site, to water bodies or to sensitive areas;

- (G) No more than a ten percent increase in traffic volumes; and
- (H) No more than a ten percent change in trip generation is proposed.
- b. Moderate changes that do not affect the general concept for development of the site as set out in the EMUO master plan shall be reviewed as a Type II post-decision review process. To be considered moderate, the modification must meet the following criteria:
 - i. A moderate modification shall not result in a deviation to a numeric performance standard of more than twenty percent. Examples of moderate modifications are ones that will result in:
 - (A) No more than a twenty percent reduction in the amount of landscaping, buffering and open space, or the relocation of open space is proposed;
 - (B) No more than a twenty percent reduction in the amount of parking is proposed;
 - (C) No more than a twenty percent reduction of any landscape buffer, in width or density of planting, between the development and adjoining properties is proposed;
 - (D) No more than a twenty percent increase in the total ground area covered by buildings or other impervious surfaces is proposed;
 - (E) No more than a twenty percent change in the preservation of trees or other unique natural features which were required to be preserved by the preliminary master plan approval is proposed;
 - (F) No more than a twenty percent increase in traffic volumes; and
 - (G) No more than a twenty percent change in trip generation is proposed.
 - c. Major changes that do not meet the above criteria for minor or moderate modifications shall be subject to a Type III land use review per this title, subject to fees in effect at the time of the change request application.
 - v. Projects approved as part of an EMUO master plan do not require an additional public hearing on a project specific basis so long as the original master plan is followed unless a conditional use permit, variance or other permit in and of itself requires a Type III post-decision review. Unless otherwise required, further review of master plan projects shall be conducted by means of a Type II—Site plan review process.
- D. Required Mix of Uses. A mix of uses, either within a single building or within a master plan, must be provided. In the case of a mix of uses within a single building, the percentage of allowable uses shall be calculated with reference to the gross square feet devoted to each type of use, and in the case of mix of uses in a master plan, the percentage of uses shall be calculated with reference to the net developable acres devoted to each type of use.

There is no maximum percentage of net developable acres devoted to employment uses that must be provided. The required mix of uses either within a single building or in a master plan shall include:

1. If an applicant for an EMUO master plan site elects to provide residential units within an EMUO master plan pursuant to this section, the following standards will apply:
 - a. Except as otherwise modified by RDC 18.240.110, the medium density residential districts provisions of Chapter 18.220 RDC shall apply to residential development within an EMUO master plan site.
 - b. Except as provided in Section 18.240.110(D)(2)(c) RDC, a maximum of one residential unit for each net developable acre of an EMUO master plan site shall be permitted within an EMUO master plan site.
 - c. For residential units located above the ground floor of a structure containing commercial or employment uses, one additional residential unit, over and above the allocation set forth in

Section 18.240.100(D)(2)(b) RDC, for each net developable acre of an EMUO master plan site shall be permitted within an EMUO master plan site.

- d. If the applicant elects to include residential uses in the EMUO master plan, the minimum average residential density within an EMUO master plan site shall be ten dwelling units per net developable acre and the maximum density shall be sixteen residential units per net developable acre.
- e. The permitted residential uses are listed in Table 18.240.1 RDC.
- f. If an applicant for an EMUO master plan site elects to provide residential units within an EMUO master plan pursuant to this section, then at the master plan approval stage, the maximum residential allocation for the entire master plan site (except units located above commercial or employment uses) shall be calculated at a rate of one residential dwelling unit per net developable acre of the master plan site. The number of housing units constructed in any one year shall not exceed twenty percent of the total allocation for a master plan site; provided, however, if an applicant does not construct up to twenty percent of the residential allocation in any one year, then the applicant shall be entitled to add the unused number of housing units from that year to the annual sub-allocation of any following year up to the allowed percentage of that following year. ¹ After constructing sixty percent of the housing units allocated to a master plan site, before an applicant is entitled to construct the remaining forty percent of the residential unit allocation, the applicant must provide a certain number of family wage job opportunities in accordance with the following table:

Table 18.240.110-1

Housing Allocation Designation	Maximum Permitted Percentage of Total Housing Units that can be Constructed Annually
A	Up to twenty percent of the total residential unit allocation in year 1
B	Up to an additional twenty percent, for a total of forty percent of the allocation, in year 2
C	Up to an additional twenty percent, for a total of sixty percent of the total allocation, in year 3
D	Up to an additional twenty percent, for a total of eighty percent of the total allocation, in year 4 provided 9 family wage job opportunities × the number of units in Allocations A, B, and C have been provided within the Master Plan Site
E	Up to the final twenty percent in year 5, for a total of one hundred percent of the total allocation, provided 9 family wage job opportunities × the number of units in Allocation A, B, C and D have been provided within the Master Plan Site

¹ For illustrative purposes only, if an approved master plan includes one hundred housing units, up to twenty percent of those units can be built in any one year after master plan approval; another twenty percent of those units can be constructed in a following year; and so on with the potential of an applicant constructing twenty percent of the one hundred units, or twenty units, each year over a period of five years. If an applicant only constructs fifteen percent of the first year's allocation, then in the second year, the applicant can construct up to twenty-five percent of the total housing units.

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- g. An applicant shall have the option of constructing commercial uses, up to the maximum percentage permitted, and employment uses within a master plan site in advance of constructing any allowable residential units and in such case, the maximum residential units that may be constructed concurrently or subsequent to construction of the commercial or employment uses, shall correspond to the number of family wage employment opportunities provided according to the formulas in the above table.
 - h. For the purposes of Section 18.240.110(D)(2)(f) RDC, an applicant shall be deemed to have provided nine family wage employment opportunities per each residential unit constructed, if (1) the employers within the EMUO master plan site fall into any of the employment categories listed in a document entitled Family Wage Employment Categories adopted by city council in a resolution, as may be updated from time to time, where such list shall also include a percentage of family wage job opportunities typically found in each employment category, or, in the alternative if the category is not on the list, the employers demonstrate to the city through other records that it is providing family wage employment opportunities, and (2) the average number of employees within the EMUO master plan site equals nine family wage employment opportunities per residential unit constructed at the time of the calculation. The city shall keep on record, as part of its business licensing program, information about each employer within an EMUO master plan site, including each employer's employment categories and the number of employees in each category. Such employer information need only be updated upon business license renewal or issuance.
 - i. The total maximum residential allocation for an EMUO master plan site shall encumber the entire site for the period of time established in a development agreement adopted pursuant to Section 18.310.150 RDC so that in the event the master plan site is subdivided and held in separate ownership, the total maximum residential allocation shall apply to the initial master plan site for the stated term.
2. Commercial. A maximum of twenty percent of the net developable acres may be devoted to the commercial uses defined in Section 18.100 RDC. There is no minimum percentage of net developable acres devoted to commercial uses that must be provided.
 3. Existing Uses. Any existing use included in an EMUO master plan shall be allowed to continue, even if such use is not a permitted or conditional use listed in Table 18.240.1, until that use is abandoned; provided, however that should an existing use be included in an EMUO master plan the design standards contained in Section 18.240.110(F) RDC shall apply if a major modification, as defined in Section 18.240.110(C)(2)(h)(v)(c) RDC, is proposed for the existing use or structure. Any existing use included in a EMUO master plan shall be counted toward the required calculations for allowable uses under the EMUO.

E. Permitted and Conditional Uses. The city permits the following uses in an EMUO master plan:

Table 18.240.110-2

X—prohibited use P—permitted use C—conditional use

DESIGNATED AREAS WITHIN MIXED USE MASTER PLAN					
Zone ¹ →	Destination Retail High Impact Commercial	Low Impact Commercial	Office	Industrial	Residential
Use ↓					
A. Residential					
1. Existing residential	P	P	P	P	P
2. Multi-family residential ²	X	C	C	X	P
3. Multi-family residential in mixed-use structure with residential units above ground floor ³	P	P	P	C	P
4. Multi-family residential in mixed-use structure with residential units on ground floor ⁴	C	P	P	C	P
B. Commercial ⁵					
1. Retail sales—Low Impact ⁶	P ⁷	P	P	C	C
2. Retail sales—High Impact ⁸	P	X	X	X	X
3. Retail sales—Destination Retail ⁹	P	X	X	X	X
4. Temporary fireworks stands	P	X	X	X	X
5. Restaurants—without drive through facility	P	P	P	C	X
6. Restaurants—with drive through facility	P	X	X	X	X

7. Bed & breakfast lodging ¹⁰	X	P	X	X	C
8. Hotels, resident hotels and motels	P	C	P	C	X
9. Auto-oriented businesses such as gas stations, coffee stands and similar uses ¹¹	P	X	P	C	X
10. Institutional uses—low impact ¹²	P	P	P	C	C
11. Elementary schools, public or private	X	X	X	X	C
12. Institutional uses—high impact ¹³	P	X	C	C	X
13. Daycare facilities	X	P	P	C	C
14. Adult Entertainment	X	X	X	X	X
C. Industrial					
1. Manufacture, assembly and wholesale distribution of electronic or specialized equipment and components, including but not limited to communications, medical and dental, pharmaceutical, computer, optical, photographic, analytical, measurement, controlling and office products	X	X	C	P	X
2. Research and development facilities	X	C	P	P	X
3. Regional distribution facilities, provided that loading and unloading activities are conducted on dock facilities primarily located indoors	X	X	C	P	X
4. Automotive repair and service	P	X	C	P	X
5. Heavy equipment repair and service	X	X	X	P	X

6. Machine, metal, sheet metal, fabric, finished wood manufacturing and assembly	X	X	X	P	X
7. Plastics and rubber products manufacturing	X	X	X	P	X
8. Nonmetallic mineral product manufacturing	X	X	X	P	X
9. Manufacture, compounding, processing, packaging or treatment of bakery goods, candy, drugs, perfume, toiletries, soft drinks and food products	X	X	X	P	X
10. General wholesaling, warehousing, distribution and storage	P	X	X	P	X
11. Transportation equipment and appliance manufacture and assembly	X	X	X	P	X
12. Creameries, ice and cold storage plants	C ¹⁴	X	X	P	X
13. Manufacture of wood and paper products, textiles, chemical and chemical products, feed, metal and metal alloy products and the storage of raw materials for such industries	X	X	X	C	X
14. Converted paper product manufacturing	X	X	X	C	X
15. Compounding, assembly or treatment of previously prepared materials	X	X	X	C	X
16. Ferrous metal foundry and stamping plants	X	X	X	C	X
17. Non-ferrous metal artisan foundry ¹⁵	X	C	X	P	X

18. Mechanical facilities related to utility distribution	C	X	C	P	X
19. Essential public services and facilities ¹⁶	X	X	X	C	X
20. Truck stop facilities	C	X	X	X	X
21. Cleaning and dyeing plants	X	X	X	C	X
D. Office¹⁷					
1. Business parks, office buildings and multi-use ("flex") buildings, exclusive of retail trade	X	X	P	P	X
2. Business educational and training facilities	C	C	P	P	X
3. Media productions, including but not limited to TV and radio broadcasting, motion picture production and newspaper, magazine, book publishing, printing, commercial art and photography, and advertising	P	C	P	P	X
4. Financial institutions	P	P	P	P	C
5. Business, labor, scientific and professional organizations	P	C	P	P	C
6. Office and business support services and facilities	P	C	P	P	X
7. Administrative, professional and business offices; medical, dental and health related services, managerial, real estate, insurance and similar uses	P	P	P	P	C ¹⁸

8. Blue printing, photocopying or business offices	P	C	P	P	X
E. Other					
1. Wireless communication facilities	P	P	P	P	C
2. Public utilities directly serving permitted or conditional uses	P	P	P	P	P

¹ The term "zone" applies to areas with the EMUO master plan and not to city adopted zoning districts.

- F. Development Standards. The development standards set forth in this section, and any development standards contained in a development agreement adopted pursuant to Section 18.310.150 RDC apply in lieu of any other development standards contained in RDC, unless otherwise provided. The standards in this section shall apply to any mix of development that is proposed for an EMUO master plan site; provided, however, that an applicant may propose new development standards that are consistent with the RUACP and the purpose of the EMUO. Development standards that differ from the standards in this section will be reviewed as part of the city's review of the EMUO master plan and shall be included in a development agreement adopted pursuant to Section 18.310.150 RDC.

Table 18.240.110-3

1. Densities					
Use		Density			
Residential		10 units per Net Developable Acre (average minimum) ²⁰ 16 units per Net Developable Acre (maximum)			
2. Lot Dimension Requirements					
Development Standard	Destination Retail/High Impact Commercial use	Low Impact Commercial use	Office use	Industrial use	Residential use
a. Lot Width (minimum)	30 feet	30 feet	30 feet	30 feet	20 feet

b. Lot Depth (minimum)	60 feet	60 feet	60 feet	60 feet	60 feet
3. Front Yard Building Setback Requirements					
Development Standard ²¹	Destination Retail/High Impact Commercial use	Low Impact Commercial use	Office use	Industrial use	Residential use
a. Minimum setback ²² from arterial or collector, includes 20 foot landscape buffer except if minimum setback is 0 feet ²³	20 feet	0 feet ²⁴	20 feet	20 feet	20 feet
b. Minimum setback from local or industrial street, includes 20 foot landscape buffer except if minimum setback is 0 feet	20 feet	0 feet ²⁴	0 feet ²⁴	20 feet	20 feet if parking located in front of dwelling unit or 0 feet if it is not
c. Maximum setback from any street, includes 20 foot landscape buffer except as otherwise noted	None	10 feet ²⁴	100 feet	100 feet ^{24a}	100 feet
4. Side and Rear Yard Building Setback Requirements					

Development Standard	Destination Retail/High Impact Commercial use	Low Impact Commercial use	Office use	Industrial use	Residential use
a. Minimum setback abutting residentially zoned or used land ²⁵	20 feet	20 feet	20 feet	20 feet	None
b. Minimum setback abutting nonresidential zoned or used land	None, except for landscaping requirement. See Section 5	None, except for landscaping requirement. See Section 5	None, except for landscaping requirement. See Section 5	None, except for landscaping requirement. See Section 5	20 feet, includes landscaping requirement. See Section 5
c. Maximum setbacks	None	None	None	None	None
5. Landscape Standard					
Development Standard	Destination Retail/High Impact Commercial use	Low Impact Commercial use	Office use	Industrial use	Residential use
Landscape standard pursuant to Table 18.500.050(B) RDC along a site's boundaries which abut a parcel with a zone different than the zone of the parcel being developed and along a site's	Minimum 20 feet wide at a L4 standard	Minimum 10 feet wide at a L2 standard ²⁷	Minimum 10 feet wide at a L2 standard ²⁷	Minimum 20 feet wide at a L4 standard	Minimum 10 feet wide at a L2 standard

boundaries which abut an arterials or collector ²⁶					
Landscape standard pursuant to Table 18.500.050(B) RDC along a site's boundaries which abut a parcel with the same zone as the parcel being developed and along a site's boundaries which abut local streets	Minimum 10 feet wide at a L2 standard	Minimum 10 feet wide at a L2 standard	Minimum 10 feet wide at a L2 standard	Minimum 10 feet wide at a L2 standard	Minimum 10 feet wide at a L2 standard
6. Building Coverage and Open Space					
Development Standard	Destination Retail/High Impact Commercial use	Low Impact Commercial use	Office use	Industrial use	Residential use
a. Building, Parking coverage and other impervious surfaces (maximum) ²⁸	85%	85%	100% provided that stormwater quality control and quantity control standards can be met	85%	100% subject to any landscaping requirements, and subject to the recreation area requirement of RDC 18.220.120 (4) if applicable ²⁹
7. Building Height Requirements					

Development Standard	Destination Retail/High Impact Commercial use	Low Impact Commercial use	Office use	Industrial use	Residential use
a. Building Height (maximum) ³⁰	60 feet	60 feet	60 feet	60 feet	60 feet
b. Structural Ceiling Height of Ground Floor (minimum)	10 feet	10 feet	10 feet	10 feet	9 feet
8. Parking Requirements					
Use		Number of spaces required			
a. Destination Retail		A minimum of one space per 300 square feet of gross floor area; no maximum			
b. High Impact Commercial		As required in RDC 18.720.030			
c. Low Impact Commercial		As required in RDC 18.720.030 ³¹			
d. Office		As required in RDC 18.720.030			
e. Industrial		As required in RDC 18.720.030 except for industrial warehouse which shall have a minimum of one space per 3,000 square feet of gross floor area			
f. Residential		As required in RDC 18.720.030			

² Multi-family housing includes apartments, townhouses, duplex housing, condominiums and other attached dwelling units.

³ No residential units allowed on ground floor of structure.

⁴ Non-residential uses on ground floor of structure limited to twenty percent of the gross floor area of a single building.

⁵ All commercial uses are limited to a combined maximum area of twenty percent of net acres of the mixed-use master plan site.

⁶ See Table 18.230.020(B)(1).

⁷ These uses must comply with the low impact—retail site and design standards.

⁸ See Table 18.230.020(4).

⁹ See Section 18.100.083 RDC.

¹⁰ Less than ten beds in a single structure.

¹¹ Auto-oriented uses are limited to frontage and access onto designated arterial and collector streets.

¹² Transit facilities, police and fire stations and other government administrative buildings.

¹³ Public middle, junior high and high schools; colleges and universities; hospitals, health clinics and urgent care facilities; churches; non-elementary religious and private schools; and amusement uses.

¹⁴ If use includes retail component.

¹⁵ A facility less than five thousand square feet for the creation of craftsman products sold at retail.

¹⁶ Essential public services and facilities as defined under 36.70A.200 RCW.

¹⁷ Retail components of office uses will be considered as part of the twenty percent maximum commercial area allowed in a mixed-use project.

¹⁸ This use may be allowed on the ground floor of a multi-story residential building.

¹⁹ Floor area ratio means the amount of gross square feet of a building compared to one square foot of net developable land. A 0.25:1 ratio would mean that for every square foot of net developable land, there must be 0.25 gross square feet of building. Each floor of a multi-storied building is counted in the calculation. In calculating floor area ratio for a phased development, the applicant shall meet the applicable FAR for only that portion of the master plan site which is subject to site plan review.

²⁰ "Average minimum" shall mean that an applicant may provide less than the minimum number of residential units on portions of a master plan site as long as the average minimum number of dwelling units for the entire master plan site is not less than ten dwelling units per acre.

²¹ Buffer and setback widths are imposed on the site being developed.

²² The setback shall be measured from edge of street right-of-way at the property line. The following uses shall be allowed within a setback: open space, sidewalks, other pedestrian ways and pedestrian amenities such as benches, outdoor restaurant seating and bike racks, stormwater facilities, parking facilities and drive lanes.

²³ Landscape buffers shall be developed consistent with Table 18.500.050(B) RDC.

²⁴ No landscape buffer required.

^{24a} Except for industrial distribution facilities which will have no maximum setback but will provide a minimum fifty foot landscape buffer with standards found in L4.

²⁵ Setback includes any required landscaping pursuant to Section 18.240.110(F)(5) RDC.

²⁶ Provided, however, that if a site requires a L4 landscape buffer, an abutting site which would otherwise be required to have a L4 landscape buffer shall only be required to have an L2 landscape buffer. If two or more abutting properties are subject to the L4 landscape buffer requirement, the applicant which files the first site plan review application shall be subject to the L4 landscape buffer requirement unless the two applicants and the city mutually agree on a different location for L4 landscape buffer, as long as the landscaping standards are met for both projects.

²⁷ Except that no landscaping is required in the front yard setback if the minimum front yard setback is zero feet.

²⁸ In the case where there is a mix of employment or commercial uses and residential uses within a single structure, the building coverage requirements applicable to employment and commercial developments shall apply.

²⁹ The recreation area requirement of RDC 18.220.120(4) shall be satisfied if outdoor recreation areas, including parks, trails, and school grounds, that meet the one-quarter acre per thirty-five dwelling unit ratio, are located within one-quarter mile of an MDR building if sidewalks or other direct pedestrian access is provided from the MDR building to the recreation area.

³⁰ Maximum building height does not include buildings or structures such as steeples, chimneys, flagpoles, electronic aerial, cupolas, or other features such as roof gardens, mechanical equipment, or solar panels.

³¹ Parking spaces required may include on-site parking along adjacent street frontage.

The following standards apply to all EMUO mixed-use developments regardless of the use or subzones.

9. Landscaping and Natural Areas.

a. Landscaping.

- i. Except where in conflict with this chapter or the provisions of a development agreement, all mixed-use developments shall meet the landscaping requirements set forth in Chapter 18.240.090 RDC, site plan review.
- ii. Street trees shall be planted at twenty-five-foot to forty-foot spacing along all street frontages within the mixed use zoning district. The actual tree spacing allowed shall be determined by a landscape architect as appropriate to the leaf canopy of the approved street tree species at maturity and approved by the city. In addition, street trees shall be species-approved by the city and shall have a two-inch minimum trunk caliper at the time of planting.
- iii. Only under the following conditions may freestanding walls, fences and hedges be permitted along public streets or sidewalks:
 - a. The maximum height of any solid wall, fence, or hedge on any portion of a site devoted to residential uses shall be six feet. For all other uses or a mix of uses, the maximum height of any solid wall, fence, or hedge shall be eight feet, unless a solid masonry or concrete wall higher than eight feet is required to mitigate significant noise impacts. For any use, the maximum combined height of a solid, wall, fence or hedge along a front yard that abuts a street shall not be higher than three and one-half feet to meet site distance requirements.
 - b. The maximum height of any decorative wall, fence, or hedge which allows visibility, such as wrought iron and split rail fences, shall be eight feet.
 - c. Barbed wire, razor wire, electric and other dangerous fences are prohibited unless such fences are required by law.

- iv. All landscaped areas within the mixed-use development shall be irrigated; except for landscape areas planted with drought-tolerant or native vegetation species that will not require irrigation watering after the initial plant maintenance/establishment period.
 - v. All required landscaping shall be installed prior to occupancy and maintained as a condition of use except if the superintendent/director of public works determines that inclement weather prevents the successful installation of landscaping, and in such case a conditional occupancy permit shall be issued.
 - vi. Except in emergency drought conditions as determined by city council in an adopted resolution, required landscape buffer areas shall be continuously maintained in lawn or live groundcover, with such live groundcover and trees or shrubs established and maintained in a manner providing a park-like character of the property.
- b. Natural Areas.
- i. Areas that are to be maintained in their natural setting shall be so designated on a landscape plan and protected through a conservation easement, dedication, conveyance to a property owners' and/or homeowners' association, or other effective means approved by the planning director.
 - ii. Natural areas shall be maintained with their existing native vegetation and/or enhanced with supplemental plantings of native tree, shrub and ground cover species common to the area to provide scenic, environmental, and wildlife habitat value.
10. Conversion of Existing Structures.
- a. An existing residential structure may be converted to a commercial or employment use if the structure is brought into conformance with the building code for such uses and all site plan review standards and standards in the applicable development agreement can be met.
11. Signs.
- a. The requirements of Chapter 18.710 RDC applicable to the IND and OFF districts shall be met; provided however that entry or gateway signs along the perimeter of the mixed-use development identifying the development shall be allowed at the following locations, with a maximum sign area of three hundred fifty square feet at each location, provided further that the maximum area of all entry or gateway signs for a mixed-use development shall be no greater than an amount equal to five square feet times the total net acreage for the mixed-use development:
 - i. One sign at each of the entrances into a mixed-use development (or two signs at both sides of an entrance shall be permitted with a total sign area for both signs not to exceed three hundred fifty square feet).
 - ii. One sign at each public street intersection on which the mixed-use development has street frontage.
 - iii. One sign oriented to the I-5 freeway (if applicable).
 - iv. Any sign in the EMUO shall be no greater than twenty-five feet in height from average finished grade.
12. Parking and Loading.
- a. Off-street parking and loading shall be provided in accordance with this chapter and Chapter 18.720 RDC with the following stipulations;
 - b. On-street parking spaces directly and fully adjacent to a site and available to the master planned area shall be counted toward the maximum and minimum number of spaces allowed for a use, if any; provided, however that if on-street parking is provided, no reduction in street widths shall be permitted. Parking spaces provided through the shared parking provisions below shall be counted toward the maximum as well.

- c. Shared parking between and among uses is encouraged, and shall be permitted in accordance with Section 18.720.020 RDC.
 - d. Parking lot landscaping shall be provided in accordance with Chapters 18.500 and 18.720 RDC.
 - e. Where there is a conflict between this chapter and Chapter 18.720 RDC, the provisions of this chapter shall control.
13. **Building Entrances.** The primary building entrance shall be oriented to the street on which the building has frontage. The building may have other entrances as long as direct pedestrian access is provided to all entrances.
14. **Pedestrian Access.**
- a. An on-site pedestrian circulation system which links street, sidewalks or other pedestrian ways and the primary entrance(s) of the structure(s) on the site shall be provided. Sidewalks or pedestrian ways must connect the required pedestrian system within the EMUO master plan site to existing pedestrian systems within a master plan site and to pedestrian systems on adjacent properties if adequate safety and security can be maintained. Convenient pedestrian access to transit stops shall be provided if transit service is available or planned.
 - b. Sidewalks shall be required and constructed according to the city's road and engineering standards. The city shall permit, at an applicant's option, meandering sidewalks as long as all other applicable engineering standards are met.
 - c. The circulation system must meet the standards of the Americans with Disabilities Act.
 - d. Where the system crosses driveways, parking areas and loading areas, it must be clearly identifiable by signage and through the use of elevation changes, speed bumps, a different paving material, or other similar method approved by the reviewing authority. Striping may be permitted only in conjunction with at least one of the preceding methods.
 - e. Lighting for parking lots and pedestrian ways shall be provided to ensure personal safety. Lighting shall be integrated into the architectural character both in terms of illumination and fixtures. Lighting shall not produce glare or negatively impact off-site uses or traffic on adjacent streets.
15. **Streetscape Frontage.**
- a. To screen the visual impact of on-site parking surfaces and vehicles from nearby public roadways and other properties, landscape buffers shall be established along the frontage of all parcels unless otherwise exempt under RDC 18.240.110.
 - b. Tree masses shall be emphasized within these buffers to accent and/or filter views of buildings.
16. **Building Facades.**
- a. At least seventy-five percent of the width and fifty percent of the ground level wall area (as calculated by multiplying the total width by ten feet above grade) of any new or reconstructed building facing a public street or road, including interstate highways, shall be devoted to interest-creating features such as doors, pedestrian entrances, landscaping, transparent show or display windows, or other windows; or when approved by the review authority, reliefs and murals. Such interest-creating features shall achieve the objective of interrupting large expanses of blank walls as viewed from the public streets by devoting a majority of the wall area to such features.
 - b. For residential uses, an unbroken series of garage doors greater than two is not permitted on any street frontage, including walls facing controlled access highways and freeways. For the purposes of this section, an unbroken series includes garage doors that are physically attached, side by side and are not separated by side yards, setbacks, landscaping, or nongarage structures or are not offset from other garage portions of the structure.

- c. Visual separation of commercial ground floors and residential upper floors shall provide for the visual interest of those utilizing the ground floors. This may be accomplished by the use of varied textural materials, awnings, overhangs, fascia treatment or other such methods.
 - d. If garages, carports, or other accessory structures designed for the parking of automobiles in multifamily residential areas are front-loaded (i.e., having their large and primary entry door facing the street), they shall not be located closer to the front lot line than the foremost facade of the principal building facing the front property line. For the purposes of this subsection, foremost facade of the principal building shall mean the front elevation of the building, not including garages, carports or other accessory parking structures, but including porches.
 - e. The building facade requirements above will not apply where they are in conflict with the design or character of architecture of existing buildings on the National Register of Historic Places Buildings or Structures, or listed in the Washington State Inventory of Historical Sites and Buildings, or designated by the Clark County Historic Preservation Commission as a building site or structure of historical, architectural or cultural significance or merit, or as a historical or architectural landmark.
17. Additional Development Standards for Noncontiguous Parcels Within an Approved EMUO Master Plan.
- a. There shall be similar design between buildings in noncontiguous areas.
 - b. There shall be similar on-site and perimeter landscaping design and plant material usage for individual developments in noncontiguous areas.
 - c. There shall be similar on-site pedestrian pathways and walkway designs and similar design of convenient and safe connections to the off-site pedestrian network system for individual developments in noncontiguous areas.
 - d. There shall be similar bicycle storage and parking opportunities for individual developments in noncontiguous areas.
 - e. There shall be similar internal exterior wall-mounted and pole-mounted lighting fixtures for individual developments in noncontiguous areas.
 - f. There shall be similar private wall-mounted and freestanding signage for individual developments in noncontiguous areas.
 - g. There shall be similar public sidewalk and landscaping design and construction to insure consistency between the frontages of individual developments in noncontiguous areas.
 - h. There shall be similar public street light installation along the frontages of individual developments in noncontiguous areas.

G. Incentives.

- a. Traffic Impact Fee (TIF) Reduction. A reduction of the TIF may be granted pursuant to this section with the implementation and maintenance of the corresponding action in the below table upon approval of the planning director. The city shall have the authority to enforce the continuing provision and implementation of the incentives pursuant to its authority under Chapter 18.395 of this title.

Table 18.240.110-4: Incentives

Action	TIF Reduction

Construction of direct walkway connection from a building site within a Master Plan site to the nearest arterial	1%
Installation of an on-site sheltered bus-stop (with current or planned service) or bus stop within 1/4 mile of site with adequate walkways if approved by C-TRAN or other provider of public transportation (not including school buses transporting K—12 students)	10%
Installation of 1 bike locker per 25,000 square feet of office, industrial, multi-family residential or commercial building	1%
Connection from a building site to an existing or future bike trail	1%
Direct walk/bikeway connection from one type of use to another	3%
Total if all strategies were implemented	16%

Chapter 18.720 - OFF-STREET PARKING AND LOADING^[22]**Sections:****Footnotes:**

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Editor's note— Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013, amended Ch. 18.720 in its entirety to read as herein set out. Former Ch. 18.720, §§ 18.720.010—18.720.050, pertained to similar subject matter, and derived from Ord. No. 1108, § 2, 7-26-2012; Ord. 676 § 1 (part), 1995).

18.720.010 - Purpose and application.

- A. This chapter implements the provisions of the RUACP by ensuring that each new or expanded development provides sufficient, but not excessive, off-street parking. Off-street parking is needed to ensure that parking from employment and residential uses does not overflow, regularly, onto city streets. Off-street parking spaces shall be designed, constructed and maintained as set forth in this section, the underlying zoning district, landscaping requirements in Chapter 18.725, and Chapter 18.500, Site Plan Review. Off-street parking conforming to the standards of this chapter shall be required for:
1. New development;
 2. Expansion of the square footage of an existing structure by twenty percent;
 3. The construction valuation is fifty percent of the existing site and building valuation;
 4. Construction of any parking lot, whether required or not; or
 5. A change in use, which increases the required number of parking spaces by more than ten percent.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.720.020 - General provisions.

This chapter supplements the parking and design provisions of the underlying zoning district, the landscaping requirements in Chapter 18.725, and Chapter 18.500, site plan review. Where there are conflicts, the parking provisions of the underlying zone shall take precedence over other standards.

- A. More than one use on one or more parcels. In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the several uses computed separately.
- B. Joint Use of Facilities. The off-street parking requirements of two or more uses, structures, or parcels of land may be satisfied by the same parking or loading space used jointly, if approved by the planning director, to the extent that it can be shown by the owners or operators of the uses, structures, or parcels that their operations and parking needs do not overlap in point of time. If the uses, structures, or parcels are under separate ownership, the right to joint use of the parking space must be evidenced by a deed, lease, contract, or other appropriate written document to establish the joint use.
- C. Location of Parking Facilities.

1. Off-street parking spaces for dwellings shall be located on the same lot with the dwelling.
 2. Other required parking spaces shall be located on the same parcel or on another parcel not farther than one hundred feet from the building or use they are intended to serve, measured along pedestrian walkways to the building.
 3. The burden of proving the existence of such off-premise parking arrangements rests upon the person who has the responsibility of providing parking.
 4. Parking design and location standards in the underlying zoning district, this chapter and as required by Chapters 18.500 and 18.725 shall also be met.
- D. Use of Parking Facilities. Required parking spaces shall be available for the parking of operable passenger automobiles of residents, customers, patrons and employees only, and shall not be used for the storage of vehicles or materials, or for the parking of trucks used in conducting the business or use.
- E. Parking—Required Yard. Except as provided in the applicable zoning district, required parking and loading spaces shall not be located in a required setback front, side or rear yards.
- F. Commercial Parking Lots. Parking lots are allowed as a primary use in the CCB, CRB, CMU, WMU, E districts. Parking lots shall meet all applicable requirements of this chapter, the underlying zoning district, and the landscaping requirements of RDC 18.725. Commercial parking lots are exempt from the frontage limitations of RDC 18.720.040.C.1. Parking lots shall be reviewed through the site plan review process detailed in RDC 18.500.
- G. Development and Maintenance Standards for Off-Street Parking Areas. Every parcel of land or portion thereof used as a public or private parking area, including commercial parking lots, shall be developed as follows:
1. Off-street parking areas shall be screened as required in Chapter 18.725.
 2. Any lighting used to illuminate the off-street parking areas shall be so arranged that it will not project light rays directly upon any adjoining property in residential or mixed use districts. Lighting shall conform with Chapter 18.715.
 3. Groups of four or more parking spaces shall be so located and served by a driveway, such that their use will require no backing movements or other maneuvering within a street or right-of-way other than an alley. Shared driveways shall be provided wherever possible.
 4. Areas used for standing and maneuvering of vehicles shall have durable and dustless surfaces that are covered with hard-surfaced materials, such as, pavement, asphalt, cobblestones, bricks, "grasscrete" or other materials approved by the planning director. Surfaces shall be maintained adequately for all-weather use, and drained to avoid flow of water across sidewalks or neighboring properties.
 5. Parking and loading areas adjacent to or within residential zones or adjacent to residential uses shall be designed to minimize disturbance of residents.
 6. Access aisles shall have a minimum width of twelve feet (one-way) and twenty feet (two-way) to ensure adequate vehicular turning and maneuvering.
 7. Service drives to off-street parking areas shall be designed and constructed to facilitate the flow of traffic, to provide maximum safety of traffic access and egress, and to provide maximum safety of pedestrians and vehicular traffic on the site. The number of service drives shall be limited to the minimum that will allow the property to accommodate and service the traffic to be anticipated. Service drives shall be clearly and permanently marked and defined through the use of rails, fences, walls or other barriers or markers on frontage not occupied by service drives. Service drives to drive-in establishments shall be designed to avoid backing movements or other maneuvering within a street, other than an alley.

8. Service drives shall have a minimum vision clearance area formed by the intersection of the driveway centerline, the street right-of-way line, and a straight line joining said lines through points twenty feet from their intersection.
 9. Parking spaces along the outer boundaries of a parking area shall be contained by a curb or bumper rail. Curbs or bumper rails may extend as far as two feet into the required stall dimensions or be otherwise placed to prevent a motor vehicle from extending into required landscaping, or over an adjacent property line or a street.
- H. Reductions in Minimum Parking Requirements.
1. The planning director may reduce the minimum off-street vehicle parking spaces required in RDC 18.720.030 up to ten percent in accordance with RDC 18.350 if the standards of this section are met. Adjustments shall be accompanied by a current traffic analysis prepared by a licensed transportation engineer within one year of the date the application is filed, which justifies the need for the adjustment. The transportation study shall also recommend mitigation measures for any adverse impacts resulting from parking and traffic related to the existing and proposed development.
 2. The planning director may reduce the minimum off-street vehicle parking spaces required in 18.720.030 up to twenty percent in accordance with RDC 18.350 if transit alternatives detailed in this subsection are provided. After accounting for all reductions in parking minimums allowed under any provision of this title, cumulative reduction of parking minimums shall not exceed twenty percent.
 - a. For every five bicycle parking spaces provided or for each bicycle locker (two-bicycle capacity) provided, the minimum motor vehicle parking requirement may be reduced by one space, up to ten percent of total required vehicle parking spaces.
 - i. Bicycle parking shall meet the siting requirements of RDC 18.720.040.C.6(a) through (c).
 - b. Sites where at least twenty parking spaces are required and where at least one street lot line abuts a designated arterial roadway, transit supportive plazas may be substituted for up to five percent of required vehicle parking.
 - i. The plaza must be adjacent to the arterial street. If there is a bus stop along the site's frontage, the plaza must be adjacent to the bus stop.
 - ii. The plaza must be at least three hundred square feet in area and be shaped so that a ten-foot by ten-foot square will fit entirely within the plaza.
 - iii. The plaza must be open to the public, contain a bench or other sitting area, contain a shelter or other weather protection covering at least twenty square feet, and shall have at least ten percent and no more than twenty-five percent landscaping.
 3. A request to reduce the required minimum parking more than twenty percent is subject to a Type III variance procedure in accordance with RDC 18.350.040.
- I. Downtown Exemption. Off-street parking is not required in the central mixed use district or the downtown transition area for non-residential establishments located on lots less than fifteen thousand square feet. However, when a property owner provides off-street parking such parking shall conform to the standards and design requirements of this chapter and those of the CMU district, with the exception of RDC 18.720.030, number of spaces required, and 18.720.040(C)(2), interior parking lot landscaping.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1178, § 2(Exh. A), 2-12-2015)

18.720.030 - Number of spaces required.

This section sets forth minimum and maximum parking requirements corresponding to uses detailed in RDC 18.205.020, Uses. Off-street parking spaces shall be provided as follows:

- A. Residential, Group Residential and Temporary Lodging. All uses shall require a minimum of one space per dwelling or per unit, with the following additional provisions:
 1. Single-family, manufactured homes and duplex dwellings: maximum of four parking spaces.
 2. Home occupation: no minimum.
 3. Community residential facility: minimum of one space per seven residents served under age of twelve; one space per five residents served, ages twelve to seventeen; one space/four residents served, ages eighteen years or older.
 4. Bed and breakfast and hotel/motel: minimum of one additional space for the manager.
- B. Retail/Service. All uses shall require a minimum of one space per three hundred fifty square feet of gross floor area, with the following additional provisions:
 1. General retail trade/services: Maximum of one space per two hundred square feet of gross floor area.
 2. Retail stores and outlets selling bulky items, such as furniture, appliances, etc; minimum of one space per four hundred square feet of gross floor area; maximum of one space per three hundred square feet.
 3. Motor vehicle related uses: minimum of one space per seven hundred fifty square feet of gross floor area.
 4. Eating and drinking establishments: minimum of one space per two hundred square feet of gross floor area.
 5. Daycare facilities: minimum of one space per two hundred square feet of gross floor area
 6. Funeral home, crematory: minimum of one space per four hundred square feet of floor area.
 7. Veterinary clinic and hospital: minimum of one space per two hundred square feet of gross floor area.
 8. Electric vehicle infrastructure: no minimum.
- C. Employment. All uses shall require a minimum of one space per seven hundred fifty square feet of gross floor area, with the following additional provisions:
 1. General office: minimum of one space per three hundred square feet of gross floor area; maximum of one space per two hundred square feet.
 2. Research and development: minimum of one space per six hundred feet of gross floor area.
 3. Light manufacturing: minimum of one space per five hundred square feet of gross floor area.
 4. Warehousing: minimum of one space per two thousand square feet of gross floor area.
 5. Freight/cargo movement and storage: minimum of one space per two thousand square feet of gross floor area.
- D. Entertainment and Recreation. All uses shall require a minimum of one space per four hundred square feet of gross floor area, with the following additional provisions:
 1. Indoor entertainment: bowling alleys shall have a minimum of five spaces per lane, or one space per four hundred square feet, whichever is less.
 2. Outdoor performance center: minimum of one space per four seats or eight feet of bench length, or one space per four hundred square feet, whichever is less.
 3. Parks and trails: to be determined by the public works director.

- E. Education and Culture. All uses shall require a minimum of one space per two hundred square feet of gross floor area, with the following additional provisions:
 - 1. Elementary and middle schools: minimum of one space per employee, teacher or staff plus one space per fifteen students.
 - 2. High school: minimum of one space per employee, teacher or staff plus one space per ten students.
 - 3. Cultural institutions: minimum of one space per four hundred square feet of gross floor area.
 - 4. Conference center: minimum of one space per four persons maximum occupancy load.
- F. Health.
 - 1. Hospital: minimum of one and one-half spaces per bed.
 - 2. Medical clinic/laboratory: minimum of one space per two hundred square feet of gross floor area.
 - 3. Nursing and personal care facilities: minimum of one space per two beds for patients or residents.
- G. Civic and Regional. Given the unique nature of these uses, minimum spaces required is as determined by the planning director, with the following additional provisions:
 - 1. Emergency services: minimum of one space per three hundred feet of gross floor area.
 - 2. Utility facility: minimum of one space per one thousand square feet of gross floor area.
 - 3. Wireless communication facility: minimum of one parking space adjacent to the wireless communications support structure.
 - 4. Secure community transitional facility: minimum of one space per three beds for patients or inmates.
 - 5. Work release facility: minimum of one space per three beds for patients or inmates.
- H. Marine.
 - 1. Marina and boating facilities: minimum of one space per two slips.
 - 2. Floating home moorages: minimum of one space per floating home, maximum of two spaces per floating home.
- I. Other Uses. Uses not specifically listed above shall furnish parking as required by the approval authority, which shall use the above list as a guide for determining requirements for said other uses.

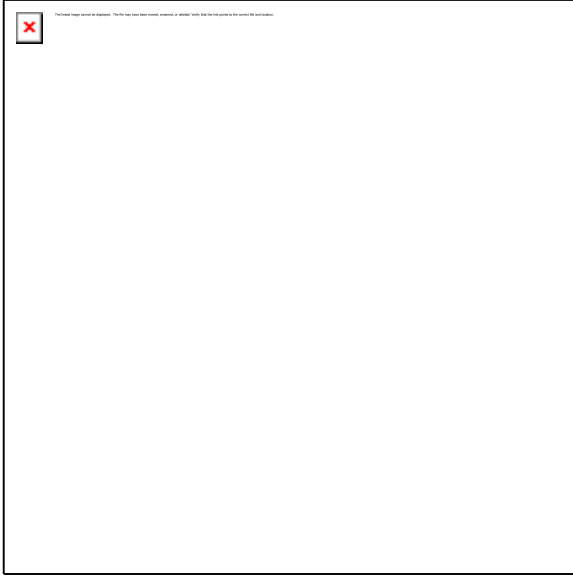
(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.720.040 - Off-street parking lot design.

- A. Stall Dimensions. All off-street parking lots shall be designed in accordance with city standards for stalls and aisles, as set forth in Table 18.720.040-1 and Figure 18.720.040-1.
 - 1. For one row of stalls, use "C" + "D" as minimum bay width.
 - 2. Public alley width may be included as part of dimension "D," but all parking stalls must be on private property, off the public right-of-way.
 - 3. For estimating available parking area, use three hundred to three hundred twenty-five square feet per vehicle for stall, aisle, and access areas.

- B. Compact Parking Spaces. For compact parking spaces, the dimensions of "B" and "C" may be reduced to seven feet, five inches and fifteen feet, respectively. Up to thirty percent of required parking spaces may be compact car spaces.
- C. Lot design. The location and number of points of access to the site, the interior circulation patterns, and the separations between pedestrians and moving and parked vehicles, shall be designed to maximize pedestrian, bicycle and transit options, and to minimize adverse impacts on the peaceful and functional use of neighboring properties.
 - 1. Parking lots and driveways generally shall be located to the rear or side of buildings. No more than fifty percent of the street frontage of any development shall be occupied by off-street parking area, with the exception of commercial parking lots.
 - a. If a lot has multiple frontages, no more than fifty percent of the combined street frontage may be occupied by off-street parking area. If the lot has frontage on two streets with different road classifications, off-street parking areas shall occupy no more than fifty percent of the street frontage on the street with the higher classification.
 - b. If a development is located on multiple lots under common ownership, no more than fifty percent of the combined street frontage for all lots may be occupied by off-street parking area.
 - 2. Developments with ten or more parking spaces shall provide interior parking lot landscaping equal to ten percent of the net parking lot area, excluding landscaping buffers required by RDC 18.725 and driveways, in order to provide shade, buffer and screen adjacent properties, and promote a safe environment with a pleasant appearance.
 - a. The landscaping, including trees, must be dispersed throughout the parking area. Clusters of more than twenty contiguous parking spaces shall be separated by landscaping.
 - b. If interior landscaping provided under this section is adjacent to the perimeter landscaping buffers required by 18.725, the interior landscaping shall extend at least four feet into the parking area from the edge of the perimeter landscaping buffer.
 - c. The minimum dimension for any landscaping area shall be six feet.
 - d. Required landscaping materials are as follows:
 - i. At least one tree must be provided for every ten parking spaces. Existing trees may be used to meet this standard.
 - ii. At least one shrub must be provided for every thirty square feet of landscaped area required under this subsection.
 - iii. All of the landscaped area that is not planted with trees and shrubs must be planted with ground cover plants, which may include grasses. Paths made of paving stones, flagstones, bricks, pavement, or similar materials may provide pedestrian access across landscaped areas consistent with RDC 18.720.040.C.5, but the surface area of impermeable materials does not count toward the required landscaped area.
 - 3. Generally, direct access to collector or arterial streets shall be minimized, in favor of limited access via secondary streets. The planning director may require the applicant to provide a current traffic impact study completed within one year of the date of application to determine impacts and required street improvements.
 - 4. Curb cuts for vehicles shall be minimized to prevent disruption to pedestrian or bicycle access.
 - 5. Pedestrian access corridors must link all parking areas to a primary entrance of the development via the most practicable route and separate pedestrians safely from motor vehicle traffic. Such pedestrian access corridors through parking areas shall meet all of the following requirements:
 - a. Use materials differentiated from parking lot surface by texture, pattern, elevation three to six inches above grade and/or color to differentiate and maximize the visibility of the

- pedestrian path. Superficial treatments such as painted pedestrian paths are not sufficient to meet this requirement. Paint may be used only in combination with other techniques.
- b. Pathways must be a minimum of four feet wide and lighted.
 - c. Pedestrian crossings of drive aisles shall be well-articulated with pavement markings, pedestrian warning signs, and lighting.
 - d. Bicycle parking shall be located in well-lighted and highly visible areas to minimize theft and vandalism.
6. For developments with forty-eight or more car parking spaces, bicycle parking is to be provided at one bicycle parking space for every twelve required car parking stalls. Bicycle parking provided under this requirement shall not be credited towards reduction of minimum spaces provided by RDC 18.720.020.H.
- a. Bicycle racks, lockers or other parking devices shall be made of durable materials and shall be securely anchored to the ground or building structure. The devices shall allow for the frame and at least one wheel of the bicycle to be locked to the rack.
 - b. All bicycle parking spaces outside of a building shall be located within a one hundred-foot diameter of the primary building entrance; or, at least as conveniently located as the most convenient automobile spaces, other than those spaces for persons with disabilities.
 - c. Bicycle parking shall be located in well-lighted and highly visible areas to minimize theft and vandalism.
7. All off-street parking areas shall include paved handicapped accessible and van-accessible parking spaces that comply with all state and federal ADA regulations.



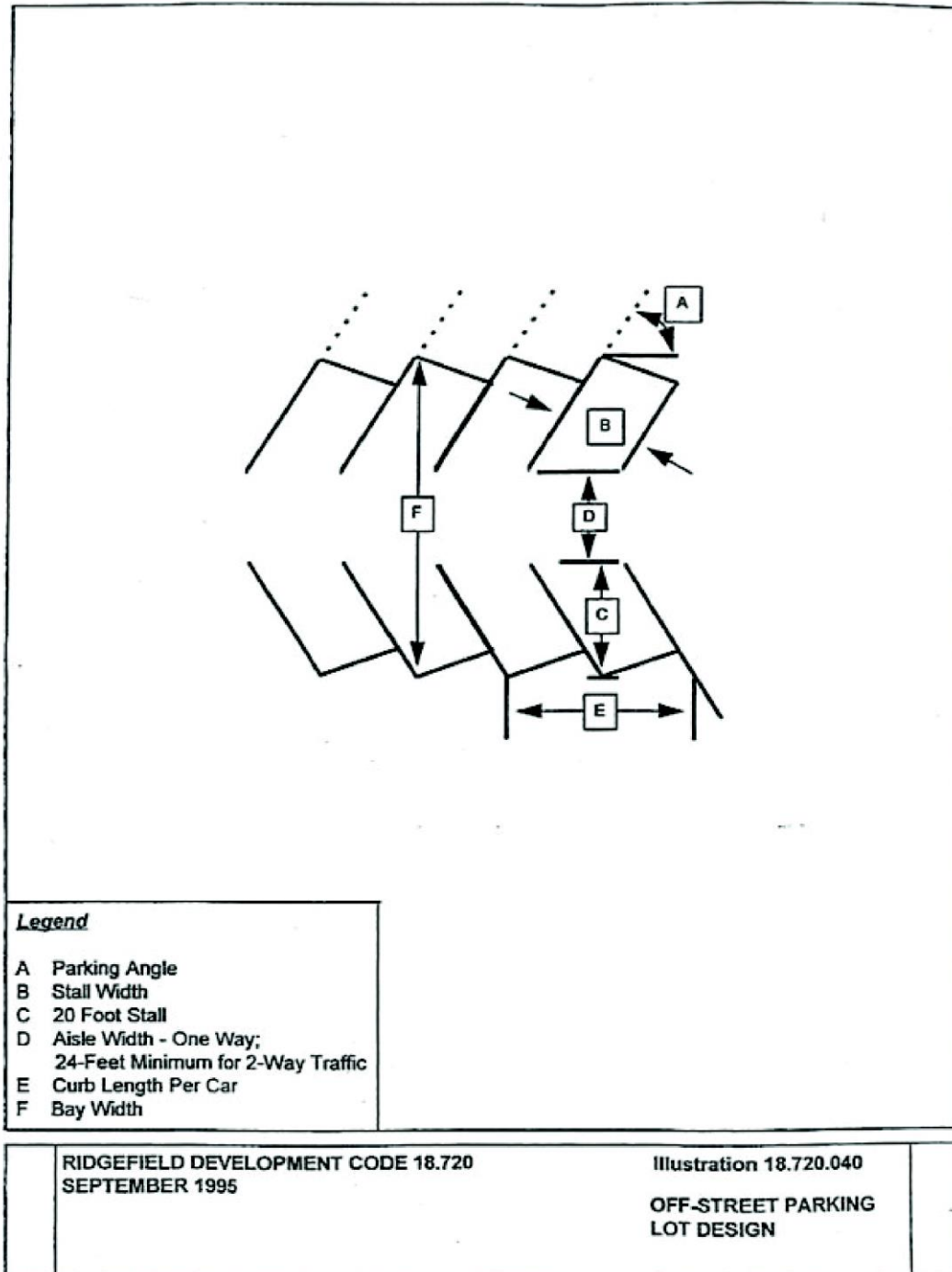


Figure 18.720.040-1

Table 18.720.040-1

Angle	Stall Width (feet)	Stall Depth (feet)	Aisle Width (feet)	Curb Length (feet)	Bay Width (feet)
A	B	C	D ¹	E	F
0° (parallel)	8.0	8.0	12.0	22.0	28.0
	8.5	8.5	12.0	22.0	29.0
	9.0	9.0	12.0	22.0	38.0
	9.5	9.5	12.0	22.0	31.0
	10.0	10.0	12.0	22.0	32.0
45° (angled)	8.0	19.1	14.0	11.3	52.2
	8.5	19.4	13.5	12.0	52.3
	9.0	19.8	13.0	12.7	52.5
	9.5	20.1	13.0	13.4	53.3
	10.0	20.5	13.0	14.1	54.0
60° (angled)	8.0	20.4	19.0	9.2	59.8
	8.5	20.7	18.5	9.8	59.9
	9.0	21.8	18.0	10.4	60.0
	9.5	21.2	18.0	11.0	60.4
	10.0	21.5	18.0	11.9	61.0
70° (angled)	8.0	20.6	20.0	8.5	61.2
	8.5	20.8	19.5	9.0	61.1
	9.0	21.0	19.0	9.6	61.0
	9.5	21.2	18.5	10.1	60.9
	10.0	21.2	18.0	10.6	60.4
90° (perpendicular)	8.0	20.0	24.0	8.0	64.0
	8.5	20.0	24.0	8.5	64.0
	9.0	20.0	24.0	9.0	64.0
	9.5	20.0	24.0	9.5	64.0
	10.0	20.0	24.0	10.0	64.0

¹ One-way traffic only. Twenty-four feet minimum for two-way traffic.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1178, § 2(Exh. A), 2-12-2015)

18.720.050 - Off-street loading.

Every use for which a building is erected or structurally altered to the extent of increasing the floor area to equal a minimum floor area required to provide loading space, and which will require the receipt or distribution of materials or merchandise by truck or similar vehicle, shall provide off-street loading space on the basis of minimum requirements as follows:

- A. Commercial, industrial and utility uses, with the exception of the specific uses listed in subsection (B), which have a gross floor area of five thousand square feet or more, shall provide off-street truck loading or unloading berths in accordance with the following table, measured in square feet of gross floor area:

Less than 5,000	0
5,000—30,000	1
30,000—100,000	2
100,000 and over	3

- B. Eating and drinking establishments, office buildings, hotels, motels, hospitals, education and culture uses listed in Table 18.205.020-1, entertainment and recreation uses listed in Table 18.205.020-1, public buildings (other than utility uses), and any similar use which has a gross floor area of thirty thousand square feet or more, shall provide off-street truck loading or unloading berths in accordance with the following:

Less than 30,000	0
30,000—100,000	1
100,000 and over	2

- C. The planning director may require off-street loading or unloading berths for any use which receives and/or distributes material and merchandise by truck consistent with the ratios established in subsections (A) and (B), or the actual needs of the proposed use.
- D. A loading berth shall contain space twelve feet wide, thirty-five feet long, and have a height clearance of fourteen feet. Where the vehicles generally used for loading and unloading exceed these dimensions, the required length of these berths shall be increased.
- E. If loading space has been provided in connection with an existing use or is added to an existing use, the loading space shall not be eliminated if elimination would result in less space than is required to adequately handle the needs of the particular use.

- F. Off-street parking areas used to fulfill the requirements of this title shall not be used for loading and unloading operations except during periods of the day when not required to take care of parking needs.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

Chapter 18.725 - LANDSCAPING^[23]**Sections:**

Footnotes:

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Editor's note— Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013, amended Ch. 18.725 in its entirety to read as herein set out. Former Ch. 18.725, §§ 18.725.010—18.725.090, pertained to similar subject matter, and derived from Ord. No. 1108, § 2(Exh. A), 7-26-2012.

18.725.010 - Purpose.

The purpose of this chapter is to provide minimum landscaping and screening requirements in order to maintain and protect property values, to enhance the city's appearance, to visually unify the city and its neighborhoods, to improve the character of certain areas of the city, to reduce erosion and storm water runoff, to promote the use of drought-resistant native species, and to maintain or replace existing vegetation and to prevent and abate public nuisances.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.725.020 - Applicability.

- A. This chapter applies to all uses and activities developed in the city.
- B. Full site improvements are required for landscaping if a development proposal is:
 - 1. New development;
 - 2. Conversion from a residential use to a nonresidential use;
 - 3. Expanding the square footage of an existing structure by twenty percent; or
 - 4. The construction valuation is fifty percent of the existing site and building valuation.
 - 5. If any existing foundation or fence layout precludes full compliance herewith, then the landscaping requirements may be modified by the planning director.

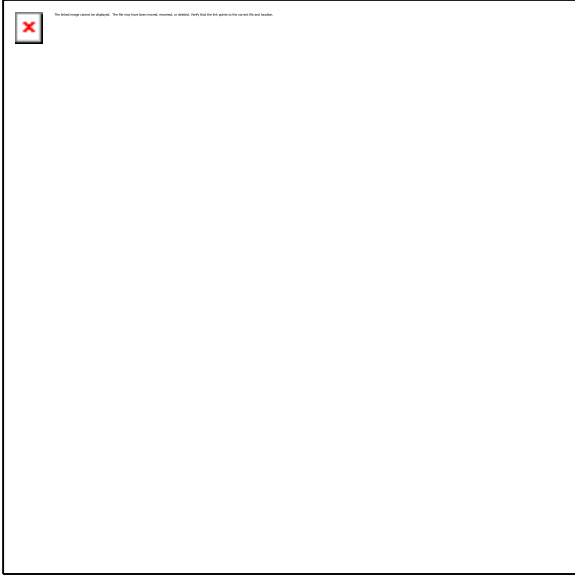
(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.725.030 - Types of landscaping.

- A. The types of landscaping required by this chapter are articulated in Table 18.725.030-1 and further illustrated in Figure 18.725.030-1.

Table 18.725.030-1
Screening and Buffering Standards

Screening and Buffering Type	Required Plant Units in Separation in Feet on Center (o/c)	Structure Description (See Diagram 18.500.050.C)
L1	street trees @ 25' & lawn or groundcover	None
L2	street trees @ 25' & shrubs @ 5' & lawn or groundcover	None
L3	street trees @ 25' & dense shrubbery & lawn or groundcover	S1 or S2
L4	street trees @ 25' & shrubs @ 5' & lawn or groundcover	B-1
L5	street trees @ 25' understory trees @ 8' & lawn or groundcover	S2



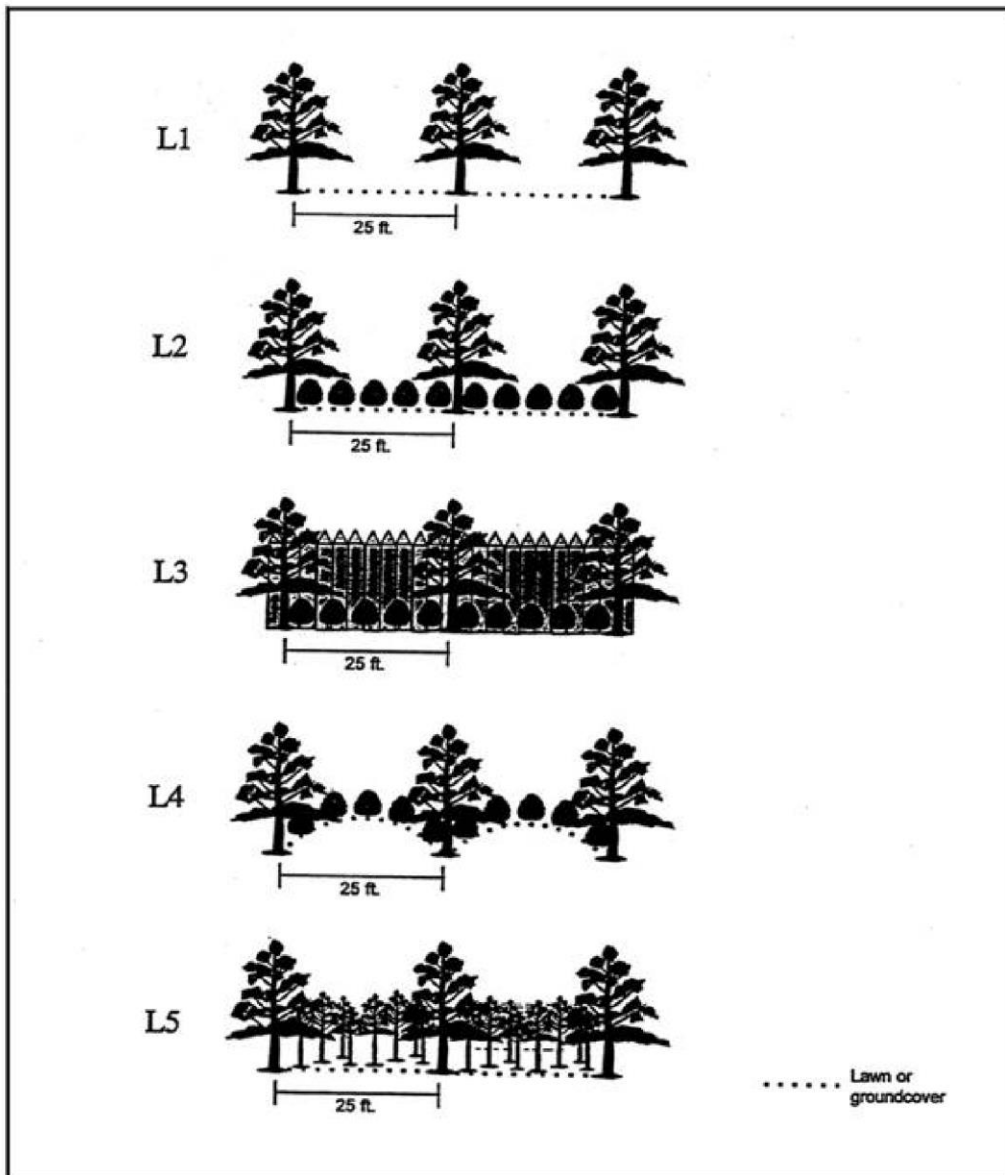


Figure 18.725.030-1

- B. The plant units installed shall meet the requirements of Chapter 18.830. Applicants shall use plants on the native plant species list to the greatest extent possible, and shall avoid using plants on the nuisance or prohibited plant lists, as required by RDC 18.830.020

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.725.040 - Walls, fences and berms.

- A. Walls, fences and berms shall meet the requirements of Table 18.725.040-1.
- B. Table 18.725.040-1 shall be read with Tables 18.725.030-1 and 18.725.050-1 to determine fence/wall screening requirements and options.

Table 18.725.040-1

Berm		
Symbol	Height	Material
B-1	4 feet	Earthen

Structure		
Symbol	Height	Material
S-1	6 feet	Site Obscuring Fence
S-2	6 feet	Wall: Cement, Block, Rock, Brick, Concrete, Wood, etc.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.725.050 - Screening and buffering.

- A. The city shall require screening and buffering to separate dissimilar uses from each other and from public streets, in order to eliminate or minimize potential negative impacts of any planned use on a neighboring residential use. Screening and buffering shall meet the requirements of Table 18.725.050-1.
- B. To determine the type of screening and buffering required by Table 18.725.050-1:
 1. Identify the zoning district and proposed use of the subject site by referring to the Ridgefield zoning map and to any approved plans for the site (left column, Table 18.725.050-1). Parking area shall include parking spaces, driveways, access aisles, loading spaces and all other parking-related uses.
 2. Identify the zoning district of adjoining property by referring to the Ridgefield zoning map and by surveying surrounding land uses (top row, Table 18.725.050-1).
 3. Determine the screening and buffering distance and type for the proposed zone or use and type of adjacent use. In a case of overlapping types of buffers, the higher type shall prevail.
 4. Determine the screening and buffering standards by referring to the screening and buffering types in Table 18.725.030-1, Figure 18.725.030-1 and Table 18.725.040-1.

Table 18.725.050-1
Landscaping, Screening and Buffering Matrix

Zone or Use	Setback by Type of Adjacent Use					
	Street	Commercial	E	PF or POS	Residential	CMU or WMU or WLS
E Site Parking Area Outdoor Storage	15'/L2-10'/L4 10'/L2 10'/L5	15'/L2 15'/L2 10'/L3	10'/L2 5'/L2 10'/L5	15'/L3 15'/L3 15'/L5	20'/L4 20'/L4 >20'/L4	15'/L3 15'/L3 15'/L5
CRB Site Parking Area	10'/L2 10'/L2	10'/L2 10'/L2	20'/L2 10'/L3	20'/L2 10'/L3	20'/L4 20'/L4	20'/L3 20'/L3
CCB Site Parking Area	10'/L2 10'/L2	10'/L1 10'/L2	10'/L2 10'/L2	10'/L3 10'/L3	20'/L4 20'/L4	10'/L2 10'/L3
CNB Site Parking Area	5'/L2 10'/L2	10'/L2 10'/L2	10'/L2 10'/L2	10'/L3 10'/L3	10'/L4 10'/L4	10'/L2 10'/L3
CMU/WMU/WL Site Parking Area	N/A 5'/L2	N/A 5'/L3	N/A 5'/L3	5'/L3 5'/L3	5'/L3 5'/L3	N/A 5'/L3
RMD Site Parking Area	10'/L4 10'/L2	10'/L1 5'/L2	10'/L1 10'/L2	10'/L1 10'/L2	10'/L3 20'/L3	10'/L2 10'/L3
RLD Site	15'/L1	N/A	N/A	N/A	N/A	N/A
PF/POS Parking Area ²	10'/L2	10'/L2	10'/L2	10'/L2	10'/L4	10'/L3

Table Notes:

- (1) In order to reduce to a seven-foot wide landscape buffer, one or more direct pedestrian connections between on-site uses and the public street shall be required. Pedestrian connections may be constructed through the required landscaped buffer.
- (2) The planning director shall determine adequate buffer width and type between PF and POS sites and adjacent uses depending on the characteristics and potential impacts of the PF or POS use.

- C. The applicant shall indicate screening and buffering, as required by the screening and buffering matrix, on the required plan.
- D. The applicant shall locate screening and buffering on the perimeter of a lot or parcel, extending to the lot or parcel boundary line. Landscaping buffers as provided in Table 18.725.050-1 shall meet the standards for the site along all property lines. Where parking areas or outdoor storage are located along the site's perimeter, buffers shall be provided to meet the standards for parking areas or outdoor storage for the portion of the perimeter devoted to such use.
- E. The applicant shall not locate required buffering on any portion of an existing or dedicated public or private street or right-of-way.
- F. Limitations. All areas for screening and buffering shall remain void of buildings and structures (except pathways), parking, lighting (except lighting of pathways) and utilities (unless underground). Buildable land required for screening and buffering may be used to satisfy landscape and open space requirements and may be included in the density calculation of the site.
- G. The screening and buffering matrix (Table 18.725.050-1) and the screening and buffering standards (Table 18.725.040-1) shall be applied in all zoning districts. If a higher intensity use is permitted in any district (e.g., multiple family in an RLD 4 district) through the CUP or PUD process, this use will be considered as if it were in a more intensive zone.
- H. The PUD design process may supersede the buffer standards in this chapter.
- I. Required walls and fences shall be located as near the property line as practicable.
- J. All plant fractions are rounded off, and existing vegetation may be used to satisfy planting requirements.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.725.055 - Minimum landscaping required.

- A. Development shall be landscaped to the following minimum standards, calculated as a percentage of the gross site acreage. Notwithstanding the minimums prescribed by this section, the minimum buffer widths described in Table 18.725.050-1 and any requirements of the individual chapter must be met.

Table 18.725.055-1

Zone	Minimum % of Landscaping Required
E	15%
CRB	10%
CCB/CNB	15%
CMU	0%
WMU/WLS	15%
RMD	25%

RLD	50%
PF	25% (1)
P/OS	No minimum. See RDC 18.265.

Notes:

(1) See RDC 18.260.070(D)(2) for exceptions.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.725.060 - Street trees.

A. All trees planted along a public or private street as required by RDC 18.725.050 shall be regulated in accordance with RMC 12.12 and the City Engineering Standards for Public Works Construction.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1178, § 2(Exh. A), 2-12-2015)

18.725.070 - Landscaping plans.

Landscape plans shall be prepared by a landscape architect or nursery. Plans shall be neatly and accurately drawn, at a scale that will enable ready identification and recognition of information submitted. Existing landscaped areas shall be shown. Landscaping plans shall show:

- A. Adjacent streets, public and private;
- B. Boundaries and dimensions of site;
- C. Location of on-site buildings;
- D. Location of on-site parking areas;
- E. Location and size of landscape areas;
- F. Location, species and size of planting materials;
- G. Location of outdoor storage areas;
- H. Location of significant trees;
- I. Location of water source(s).

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.725.080 - Installation.

A. Landscape plant materials will be installed to current nursery industry standards. Planting and irrigation methods shall be clearly shown on the landscape plan.

- B. Landscape plant materials shall be properly guyed and staked to current industry standards. Stakes and guy wires shall not interfere with vehicular or pedestrian traffic, or in any way, adversely impact public safety.
- C. Mandated deciduous (canopy) trees shall be fully branched, have a minimum caliper of one and one-half inches, and a minimum height of eight feet at the time of planting.
- D. Evergreen trees shall be a minimum of six feet in height, fully branched at the time of planting. Reduction in the minimum size may be permitted if certified by a registered landscape architect that the reduction shall not diminish the plant materials' chance of survival or intended use.
- E. Shrubs shall be supplied in a minimum one-gallon containers or eight-inch burlap balls with a minimum spread of twelve inches. Reduction in the minimum size may be permitted if certified by a registered landscape architect that the reduction shall not diminish the plant materials' chance of survival or intended effect.
- F. Groundcover plantings shall be planted at a maximum of twenty-four inches on center and twenty-four inches between rows. Rows of plants shall be staggered for a more effective covering. Groundcover shall be supplied in a minimum four-inch size container or two and one-quarter inch container or equivalent if planted twelve inches on center.
- G. All landscaping required by this code and approved by the planning director shall be installed prior to the issuance of any final occupancy permits. All required landscaping shall be installed prior to occupancy unless installation is bonded (or other method), for a period not to exceed three months, in an amount determined appropriate by the planning director.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.725.090 - Maintenance.

- A. All landscaping shall be maintained as a condition of use. The property owner shall be responsible for replacing any unhealthy or dead plants for a period of three years after the initial planting.
- B. The planning director shall require a maintenance assurance device for a period of one year from the completion of planting in order to ensure compliance with the requirements of this section. The value of the maintenance assurance device shall equal at least fifty percent of the total landscape materials.
- C. If the landscaping is not being properly maintained, the property owner shall be so notified by the city. If after thirty days from the city's notification the landscaping is still not being maintained then the maintenance device may be used by the city to perform any type of maintenance necessary to ensure compliance with this chapter.
- D. The maintenance assurance device shall be accompanied by an agreement granting the city and its agents the right to enter the property and perform any necessary work. The agreement shall also hold the city harmless from all claims and expenses, including attorney's fees.
- E. Upon completion of the one-year maintenance period, and if maintenance has not been performed by the city, the city shall release the maintenance assurance device.
- F. Landscaping in the right-of-way is subject to the terms of the city engineering standards for public works construction.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1178, § 2(Exh. A), 2-12-2015)

Chapter 18.740 - FENCES AND WALLS^[25]**Sections:**

Footnotes:

--- (25) ---

Editor's note— Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013, amended Ch. 18.740 in its entirety to read as herein set out. Former Ch. 18.740, §§ 18.740.010—18.740.060, pertained to similar subject matter, and derived from Ord. No. 1108, § 2, 7-26-2012; Ord. 676 § 1 (part), 1995).

18.740.010 - Purpose.

- A. Fences and walls can create a sense of privacy, or a sense of place. They can protect people, pets and property from external forces. They provide separation from streets, and may enhance the appearance of property by providing attractive landscape materials.
- B. Fences and walls can have negative effects. For example: they can inhibit police and community surveillance; decrease a sense of community, so critical to life in a small city; hinder emergency access; hinder safe movements of people and vehicles; and they can be unattractive.
- C. The purpose of these standards is to lessen the negative impacts to the city fences can create, while allowing the more positive attributes of fences and walls to come forward.
- D. These standards are intended to encourage accessible development, built to a human scale, in line with RUACP policies, rather than to create barriers.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.740.020 - Applicability.

This chapter applies to walls, fences and screens of all types whether open, solid, wood, metal, wire, masonry, vegetative or other material. Structures or vegetative material less than forty-two inches high at maturity are not fences for the purposes of this chapter. The planning director shall have the authority, through a Type I procedure to decide whether a fence exists and if it complies with this chapter.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.740.030 - Design criteria.

- A. Base Line Criteria. In all zones, except E (employment), the maximum height allowable for any fence construction shall be six feet from grade level to the highest point on the fence structure.
 - 1. The height of a fence located on a retaining wall shall be measured from the finished grade at the top of the wall to the top of the fence. The overall height of the fence located on the wall shall be a maximum of six feet.
 - 2. Vegetative matter which functions as a fence may exceed the six-foot limitation provided that the vegetative matter is not or does not violate the city engineering standards relating to "corner sight clearance."

3. No fence shall exceed forty-two inches in height where:
 - a. Section 2.15, "sight obstruction requirements," of the city engineering standards applies; or
 - b. The fence is a visual obstruction pursuant to Section 18.100.
- B. E District Criteria. In the E zone, upon approval by the planning director through a Type II procedure, fence height shall be no higher than eight feet from grade to the highest point of the structure, except that fence height shall be less than eight feet where:
 1. Section 2.15, "sight obstruction requirements," of the city engineering standards applies; or
 2. The fence is a visual obstruction pursuant to Section 18.100.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.740.040 - Adjustments.

- A. Modifications or adjustments to the standards in this chapter shall be made pursuant to Chapter 18.350.
- B. To modify the requirements of the chapter, the planning director shall find, by substantial evidence, that that public safety will be substantially impaired unless this height restriction is exceeded or relaxed.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.740.050 - Permits.

No person shall construct a fence without having first obtained a permit from the city to do so, except that a permit to construct a fence shall not be required on a single lot in a low-density residential zoning district.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

18.740.060 - Enforcement.

The provisions of this chapter are enforceable pursuant to Chapter 18.390.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 15, 2016

ITEM: BUSINESS

AGENDA ITEM TITLE: A RESOLUTION of the City of Ridgefield Authorizing Hunting and the Discharge of Shotguns During Times When Hunting is Legally Permitted On Parcel No. 216690000, 216477000, 216450000 and 216452000.

GOVERNING LEGISLATION: Ridgefield Municipal Code 9.07.151

PREVIOUS COUNCIL ACTION TAKEN: Resolution No. 374 (2009), Resolution No. 389 (2010), Resolution No. 405 (2011), Resolution No. 428 (2012), Resolution No. 453 (2013), Resolution No. 469 (2014); Resolution No. 498 (2015).

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

RMC 9.07.151(B) Hunting.

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

1. Prior to any hunting activity taking place on a property in a hunting season, the City Council must adopt a resolution authorizing hunting activity on the property. The resolution will be effective for one year. The authorization shall be made only upon finding that following conditions are met:
2. The property is of sufficient size and nature to accommodate hunting.
3. The property has not been the subject of any public nuisance or public safety violation within the past year that is related to the hunting activity and that has been investigated

Approved to be placed on City Council Agenda:

Julie Basarab Completed 12/09/2016 2:10 PM

Lee Knottnerus Completed 12/09/2016 3:09 PM

This looks good with two changes: There is a typo in the 2nd to the last line of the paragraph following the hunting ordinance "for to."

Steve Stuart Completed 12/09/2016 3:55 PM

City Council Completed 12/15/2016 6:30 PM

and found to be substantiated by the City.

4. The property owner has acknowledged and agreed in writing to restrict hunting activity on the property in accordance with the requirements of RMC [9.07.151](#)
5. Confirmation of \$1 million general liability insurance on the property.
6. The property owner has agreed to indemnify and hold harmless the City from claims or damages in connection with the authorization.

A letter was received by the City of Ridgefield on November 4, 2016 from landowner, Bill Kennedy, requesting that the council authorize goose hunting on his properties beginning December 2016. The properties are of sufficient size and nature to accommodate hunting and have not been the subject of any public nuisance or public safety violations within the past year; and Mr. Kennedy has complied with the requirements of RMC 9.07.151(B). Mr. Kennedy requested and received Council authority to conduct hunting activity on the same parcel in November 2015. There have been no changes on or near the property since that time.

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

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

RECOMMENDED ACTION OR MOTION: Should Council wish to adopt Resolution No. 519, a recommended motion would be:

“I move to adopt Resolution No. 519, as presented”

STAFF CONTACT: Lee Knottnerus, Deputy City Manager
Resolution No. 519 Exhibit A (PDF)

ATTACHMENTS:

Resolution No.519**A RESOLUTION OF THE CITY OF RIDGEFIELD AUTHORIZING HUNTING AND THE DISCHARGE OF SHOTGUNS DURING TIMES WHEN HUNTING IS LEGALLY PERMITTED ON PARCEL NO. 216690000, 216477000, 216450000 AND 216452000.**

WHEREAS, on November 4, 2016 as agent for the property owner and/or, Bill Kennedy, as property owner, submitted written requests to authorize goose hunting on Parcel Nos. 216690000, 216477000, 216450000 and 216452000 ("the Property"), more particularly described in the map attached hereto as Exhibit "A," for the 2016 year; the request is attached hereto as Exhibit "A"; and

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

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

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

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

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

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

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

WHEREAS, given the population growth within the City of Ridgefield, it is necessary to evaluate the changing conditions surrounding each property annually to balance the interests of the property owners facing crop depredation from geese against

the safety of the concerns of allowing hunting in populated areas; and

WHEREAS, based on an evaluation of the site, the property on Parcel No. 216690000, 216477000, 216450000 and 216452000 is not unsuitable for goose hunting activity;

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

1. The Ridgefield City Council hereby makes the following findings of fact:
 - a. Parcel No. 216690000, 216477000, 216450000 and 216452000, (hereinafter, "the Property") is of sufficient size and nature to accommodate hunting.
 - b. The property owner and/or his or her agent has acknowledged and agreed in writing to restrict hunting activity on the Property in accordance with the requirements of RMC 9.07.151.
 - c. The property owner and/or his or her agent has agreed to indemnify and hold harmless the City from claims or damages in connection with the authorization.
2. The Ridgefield City Council hereby authorizes goose hunting activity to occur on the Property and as further delineated on the map attached as Exhibit "A".
3. The Ridgefield City Council conditions this authority upon compliance with the requirements of RMC 9.07.151, and with all State and Federal laws related to hunting, including specific times, dates, number of birds taken, and number of people allowed to hunt at a given time.
4. The Ridgefield City Council further conditions this authority upon continued compliance with Ridgefield Municipal Code 9.07.151(b)(1) if for any reason the nature of the property is changed due to a development of the land the Resolution at that point is void and no longer applicable to the parcels; and
4. This resolution shall remain in effect for a period of one (1) year following its passage.
5. This resolution shall take effect immediately upon passage by the Ridgefield City Council.

ADOPTED by the City Council of the City of Ridgefield at a regular meeting this 15th day of December, 2016.

CITY OF RIDGEFIELD

Ron Onslow, Mayor

ATTEST:

Julie Basarab
City Clerk

Exhibit A

Map of designated hunting areas and Letter requesting authority to hunting

HUNTING REQUEST

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

Please accept this letter as a request to allow goose hunting on my property,
 Parcels No. 216890000; 216477000; 216450000; 216452000.
 located at/near 23115 NW Hillhurst Rd.

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

Ben Kennedy
 Property Owner Signature

Date: 11-4-16

Agent (if applicable)

Date: _____

Property Owner

Agent

Kennedy Family Trust
 Printed Name

23115 NW Hillhurst Rd

Mailing address

360-903-6643

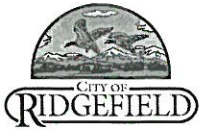
Phone Number

Printed Name

Mailing address

Phone Number

Attachment: Resolution No. 519 Exhibit A (1181 : Hunting Resolution)



RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

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

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

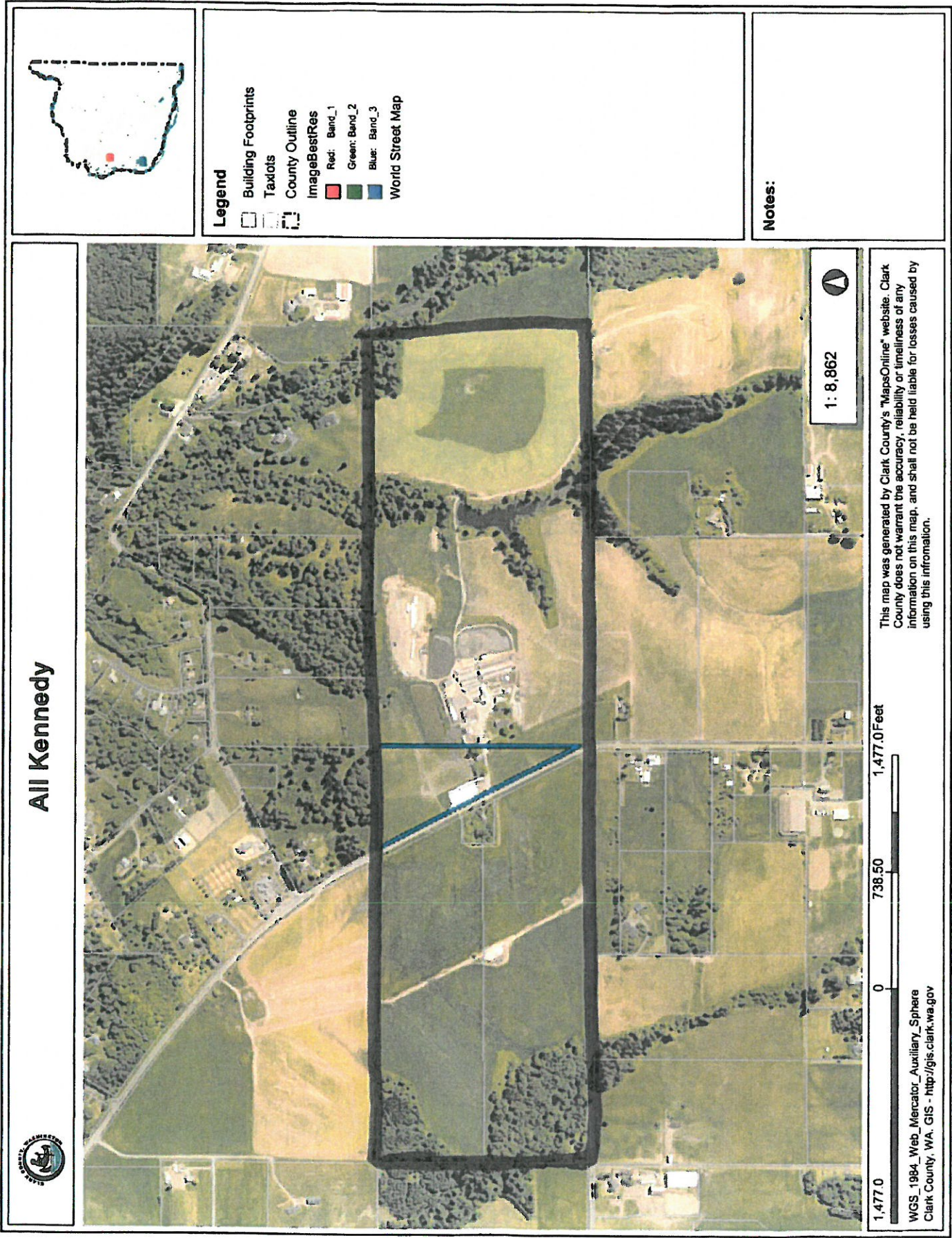
I HAVE CAREFULLY READ THIS "RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE" AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

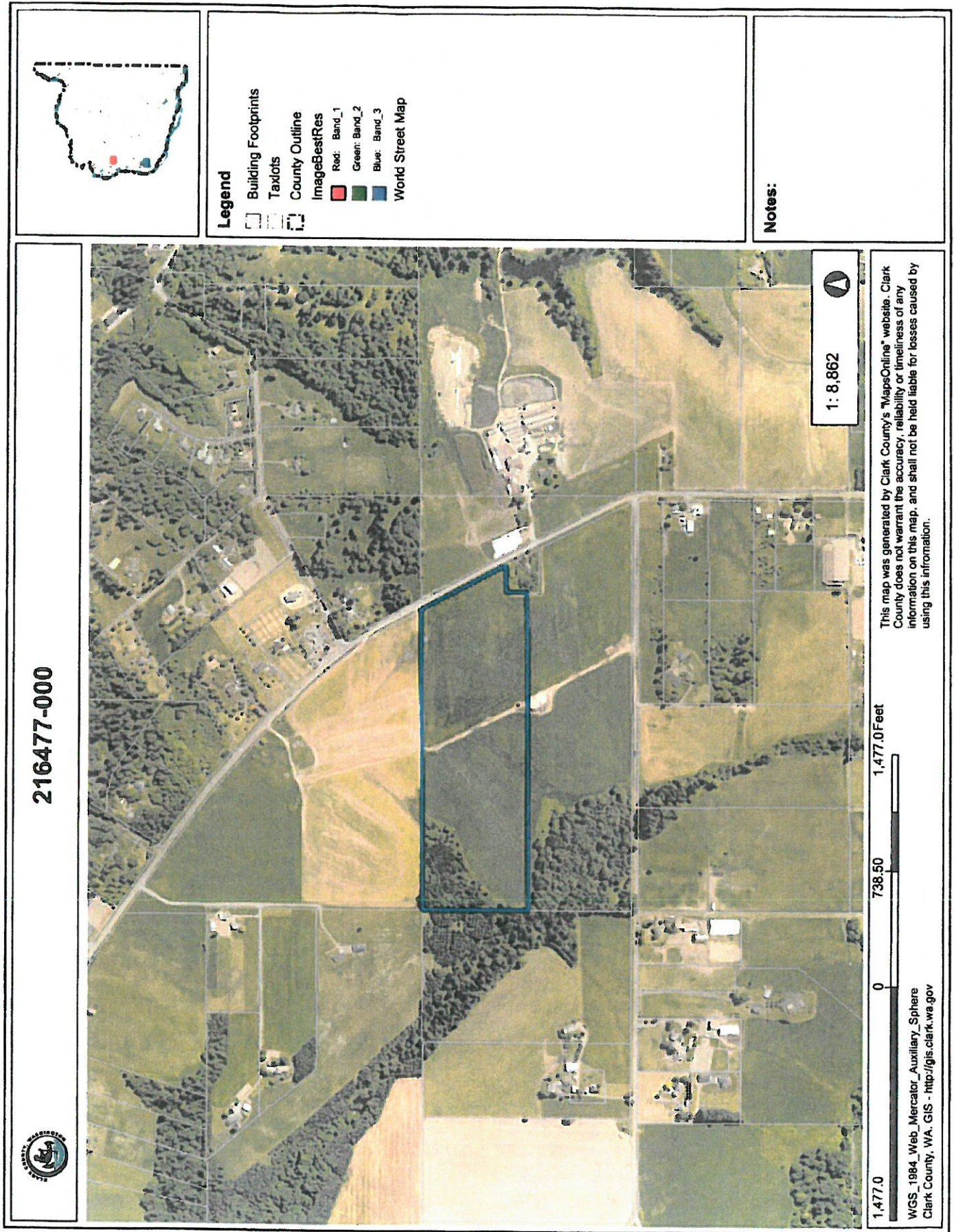
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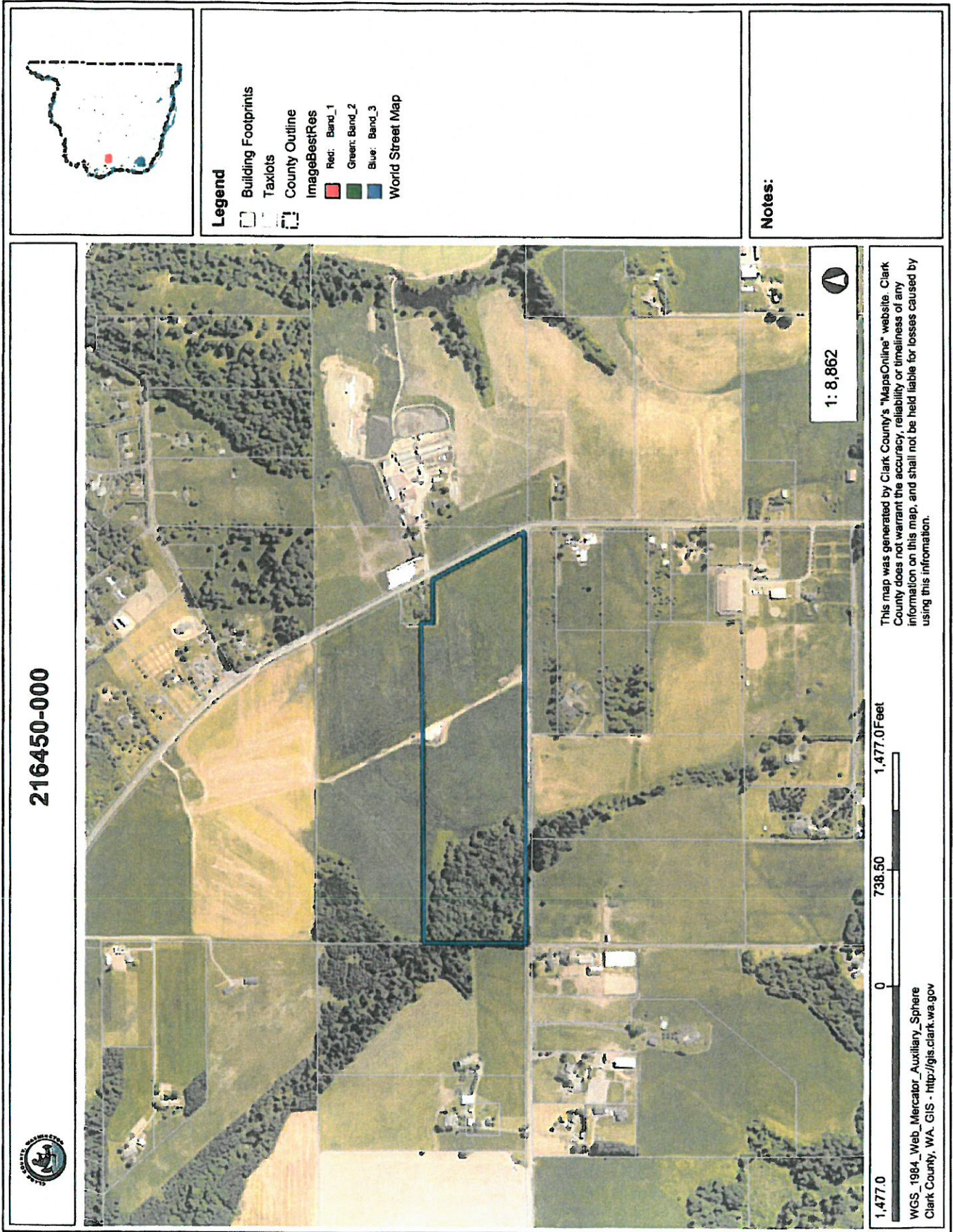
Signature

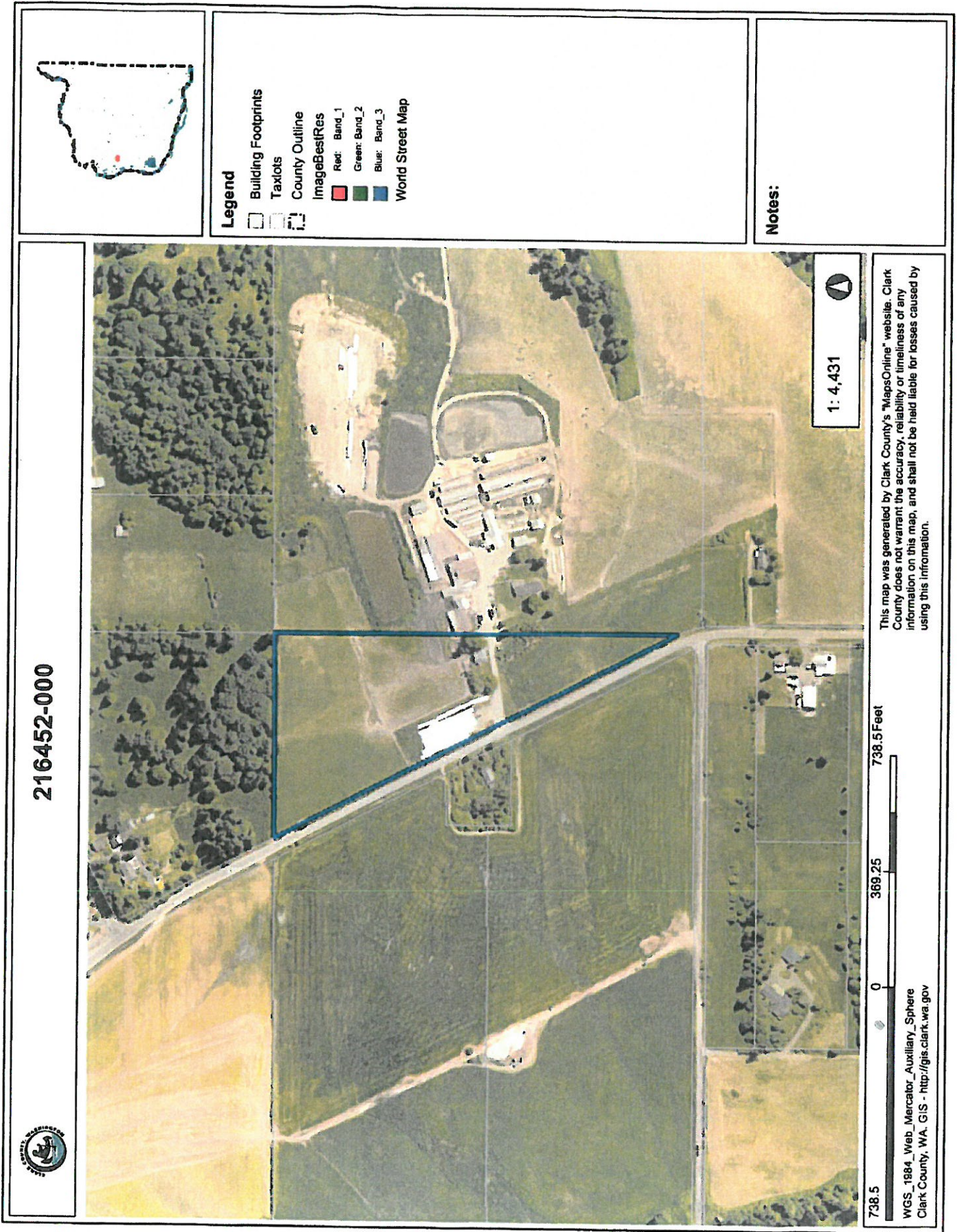
Bill Kennedy

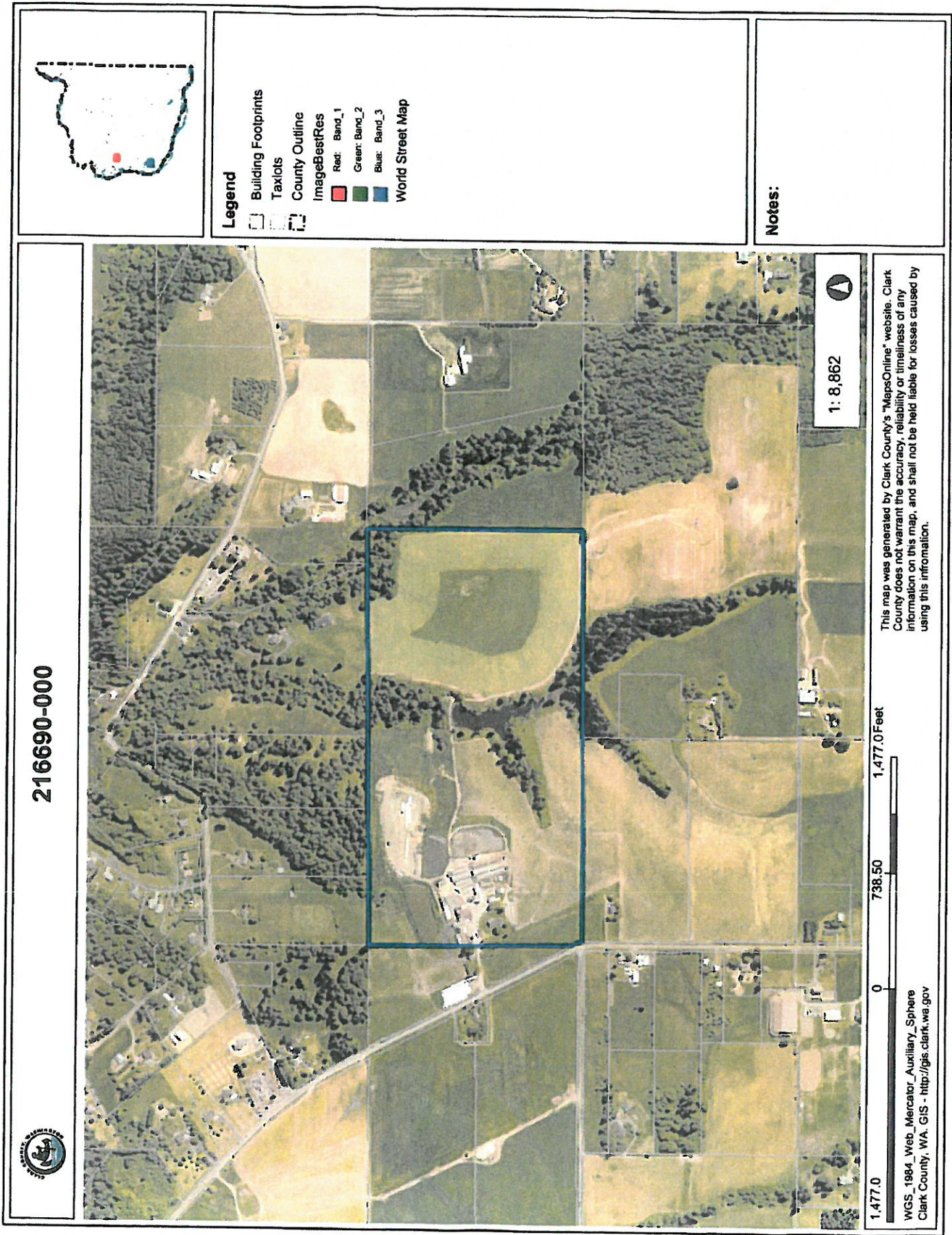
Attachment: Resolution No. 519 Exhibit A (1181 : Hunting Resolution)











**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 15, 2016

ITEM: BUSINESS

AGENDA ITEM TITLE: Motion - Approval of Pioneer Place Phase 1 Final Plat

GOVERNING LEGISLATION:

RCW 58.17 (Plats -- Subdivisions – Dedications); RDC 18.600 (Subdivisions-General), RDC 18.620 (Procedures for Subdivision), and RDC 18.640 (Improvement Requirements)

PREVIOUS COUNCIL ACTION TAKEN: None.

SUMMARY/BACKGROUND:

The Hearings examiner granted conditional approval to the preliminary plat for the Pioneer Place subdivision through issuance of a Final Order on March 21, 2007 to divide the 9.38 acre property into 46 single family lots. A post decision review was approved on November 8, 2016 which split the subdivision into two phases. This phase 1 final plat contains 7 of the 46 lots.

Planning and engineering staff have reviewed the final plat application and have determined that the final plat complies with the 2007 and 2016 Final Orders, the approved engineering plans and other applicable standards and regulations. There are several outstanding issues that must be met by the applicant as part of the final plat approval process prior to City signatures on the face of the final plat. The issues are noted on the attached Final Plat memo, and include minor items such as proof of easement or ownership has been acquired for off-site improvements. As such, staff is recommending a conditional approval of final plat.

BUDGET/FINANCIAL IMPACTS:

Approval of this final plat will create 7 legal single family lots of record that will provide new property tax revenue to the City. Approval of this plat will dedicate new streets and water facilities. The dedication of this public infrastructure will require the City to conduct operations and maintenance activities on these facilities. The costs of operations and maintenance will be partially off-set by the new property tax revenue.

Approved to be placed on City Council Agenda:

RECOMMENDED ACTION OR MOTION:

“I move to approve of the final plat for the Pioneer Place Phase 1 subdivision subject to the conditions provided for in the December 6, 2016 Memorandum from the Community Development Director.”

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: Pioneer_Place_Ph1_Final_Plat_Staff_Memo_120716 (DOCX)
PIONEER PLACE PHASE 1 SHEET 1 (PDF)
PIONEER PLACE PHASE 1 SHEET 2 (PDF)
RESIDENTIAL DESIGN GUIDELINES (002) (PDF)
Pioneer Place photo (PDF)



THE CITY OF RIDGEFIELD

230 Pioneer Street | P.O. Box 608 | Ridgefield, WA 98642

December 6, 2016

Mr. Mark Voegele
6000 NW 334th St.
Ridgefield, WA 98642
markv450@aol.com

Subject: Pioneer Place Final Plat (PLZ-16-0092)

Dear Mr. Voegele,

On November 8, 2016, the City received an application for final plat approval for the Pioneer Place Subdivision Phase 1.

I. Basic Facts

Owner: Mark Voegele, 6000 NW 334th St. Ridgefield, WA 98642; Phone: 360.901.7232, Email: markv450@aol.com

Property Information: 844 N 35th Ave. Ridgefield, WA 98642; Sec 20 T4N R1E WM #77 #79; Assessor's PIN 213800000 and 213798000; 9.38 acres; Phase 1 includes 7 of 46 lots

II. Documents received

- Final Plat Application Form & Checklist
- Plat Sheet 1 and Plat Sheet 2
- Title Report
- Perimeter and Lot Descriptions
- Conditions of Approval Narrative
- Landscape Plan
- SEPA Application Form & Checklist

Please provide a recent Deed Report within 30 days.

III. Background

The Ridgefield Hearing Examiner issued the Final Order approving the Pioneer Place Subdivision on March 21, 2007 (PLZ-06-108). Additionally, a Post-decision review was approved on November 8, 2016. The Conditions of Approval are attached.

Attachment: Pioneer_Place_Ph1_Final_Plat_Staff_Memo_120716 (1172 : Pioneer Place Phase 1 Final Plat)

The Final Plat must demonstrate compliance with the findings and conditions of approval in the Final Order and Post-decision review and applicable City regulations and standards. The purpose of this review is to consider whether the

Attachment: Pioneer_Place_Ph1_Final_Plat_Staff_Memo_120716 (1172 : Pioneer Place Phase 1 Final Plat)

applicant has met the conditions of approval, the Ridgefield Development Code, and the City Engineering Standards for Public Work. The City's review team evaluated the final plat materials you provided for Pioneer Place and offers the following combined comments.

IV. Survey Comments

Survey comments are provided below and the attached redlines. Note, no lot closures were provided, therefore the plat with redlines was drawn in AutoCAD.

Plat Sheet 1 of 2

1. The dedication note refers to a plat called Canterbury not Pioneer Place Phase 1 Subdivision.

Plat Sheet 2 of 2

1. Bearings/distances are missing. Please see attached "redline".
2. The west line of Tract 'B' has a small mislabel (0.04'). We think it should be 109.00'.
3. Delta for curve at SE intersection of N. 10th St and N. 35th Ave appears to be incorrect. Chord bearing is probably incorrect too.
4. For that same intersection, on the stub to the west, we believe the centerline and offset right-of-way should be parallel.
5. We recommend the easements in Schedule 'B' of the Title Report be called out or shown on the face of the plat.

General comment:

1. We are unsure of what the need of the Right-of-Way deed is. The west half of N. 35th Ave which it describes, will automatically be dedicated to the public upon the recording of this plat.

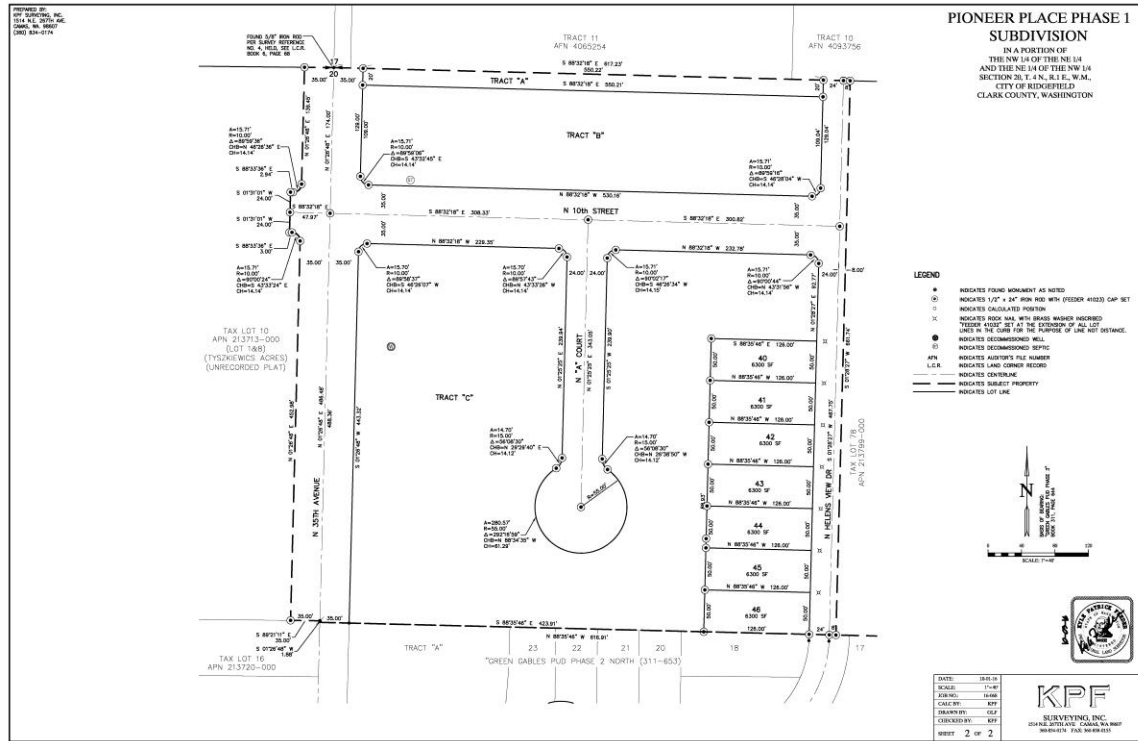
Contact Ken Alexander, P.E., Gray and Osborne at (509) 453-4833 with survey questions.

V. Land Use Planning Comments

1. Each single-family residence shall provide at least two off-street parking spaces. The applicant provided setback notes on the plat, including an 18-foot garage setback for off-street parking.
2. Seven driveways shall be constructed off N. 35th Ave. with a minimum 5-foot separation. The final plat must show the required driveways for the phase under review.
3. Identify the building footprint for each lot. Building footprints shall indicate that setbacks may be satisfied for each lot.
4. Submit evidence that easements or ownership has been acquired for all off-site improvements.
5. Prior to Phase 2 install permanent wetland buffer fencing consistent with RDC 18.280.

Contact Donette Miranda at (503) 880-5886 (donette@mirandaplanning.com) with planning questions.

VI. Addressing



Lot #	Address
40	810 N Helens View Drive
41	832 N Helens View Drive
42	854 N Helens View Drive
43	866 N Helens View Drive
44	912 N Helens View Drive
56	934 N Helens View Drive
46	956 N Helens View Drive

Please submit revised plat plans with the above comments addressed. Please do not hesitate to contact the resource listed above if you have any questions or comments regarding this review.

Thank you,

Jeff Niten
Ridgefield Community Development Director

PREPARED BY:
KPF SURVEYING, INC.
1514 N.E. 267TH AVE
CAMAS, WA. 98607
(360) 834-0174

NOTES:

1. ALL ROADS IN THIS PLAT ARE DEDICATED TO THE CITY OF RIDGEFIELD UNLESS NOTED OTHERWISE.
2. IMPACT FEES AND SYSTEM DEVELOPMENT CHARGES SHALL BE ASSESSED BASED ON FEE SCHEDULES IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
3. MINIMUM LOT AREA - 5,000 SF
THE MINIMUM YARD SETBACKS:
FRONT 15'
SIDE 5'
STREET SIDE 15'
REAR 10'
GARAGE - 18'
AVERAGE MINIMUM LOT WIDTH - 50 FEET
AVERAGE MINIMUM LOT DEPTH - 80 FEET
LOT COVERAGE - 35%
MAXIMUM IMPERVIOUS SURFACE - 50%

4. CITY OF RIDGEFIELD FINAL PLAT NUMBER "PLZ-06-108"

5. PURSUANT TO RCW 27.53.060 IT IS UNLAWFUL TO REMOVE OR ALTER ANY ARCHAEOLOGICAL RESOURCE OR SITE WITHOUT HAVING OBTAINED A WRITTEN PERMIT FROM THE WASHINGTON STATE OFFICE OF ARCHEOLOGY AND HISTORIC PRESERVATION, UPON ANY DISCOVERY OF POTENTIAL OR KNOWN ARCHAEOLOGICAL RESOURCES OR SITES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, THE DEVELOPER, CONTRACTOR AND/OR ANY OTHER PARTIES INVOLVED IN THE CONSTRUCTION SHALL IMMEDIATELY CEASE ALL ON-SITE CONSTRUCTION, SHALL ACT TO PROTECT THE POTENTIAL OR KNOWN HISTORICAL AND CULTURAL RESOURCES AREA FROM OUTSIDE INTRUSION, AND SHALL NOTIFY, WITHIN A MAXIMUM PERIOD OF TWENTY FOUR HOURS FROM THE TIME OF DISCOVERY, THE CITY OF RIDGEFIELD COMMUNITY DEVELOPMENT DEPARTMENT OF SAID DISCOVERY.

6. TRACT "A" IS AN OPEN SPACE / PEDESTRIAN EASEMENT TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

7. TRACTS "B" AND "C" ARE FUTURE PHASE 2.

PERIMETER DESCRIPTION:

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 20;

THENCE SOUTH 88°32'18" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER,
FOR A DISTANCE OF 617.23 FEET;

THENCE SOUTH 01°28'27" WEST, FOR A DISTANCE OF 661.74 FEET TO A POINT ON THE NORTH LINE OF "GREEN GABLES PUD PHASE 2 NORTH", ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 311 OF PLATS, AT PAGE 653, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 88°35'46" WEST, ALONG SAID NORTH LINE OF "GREEN GABLES PUD PHASE 2 NORTH, FOR A DISTANCE OF 616.91 FEET;
THENCE NORTH 01°26'48" EAST, FOR A DISTANCE OF 1.88 FEET;
THENCE NORTH 89°21'11" WEST, FOR A DISTANCE OF 35.00 FEET;
THENCE NORTH 01°26'48" EAST, FOR A DISTANCE OF 452.98 FEET;
THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT, FOR AN ARC DISTANCE OF 15.71 FEET, THE RADIUS OF WHICH BEARS NORTH 88°33'12" WEST, THROUGH A CENTRAL ANGLE OF 90°00'24", THE LONG CHORD OF WHICH BEARS NORTH 43°33'24" WEST, FOR A CHORD DISTANCE OF 14.14 FEET,
THENCE NORTH 88°33'36" WEST, FOR A DISTANCE OF 3.00 FEET;
THENCE NORTH 01°31'01" EAST, FOR A DISTANCE OF 48.00 FEET;
THENCE SOUTH 88°33'36" EAST, FOR A DISTANCE OF 2.94 FEET;
THENCE ALONG THE ARC 10.00 FOOT RADIUS CURVE TO THE LEFT, FOR AN ARC DISTANCE OF 15.71 FEET, THE RADIUS OF WHICH BEARS NORTH 01°26'24" EAST, THROUGH A CENTRAL ANGLE OF 89°59'36", THE LONG CHORD OF WHICH BEARS NORTH 46°26'36" EAST, FOR A CHORD DISTANCE OF 14.14 FEET,
THENCE NORTH 01°26'48" EAST, FOR A DISTANCE OF 139.45 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20;
THENCE SOUTH 89°25'18" EAST, ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.92 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

SURVEY REFERENCES:

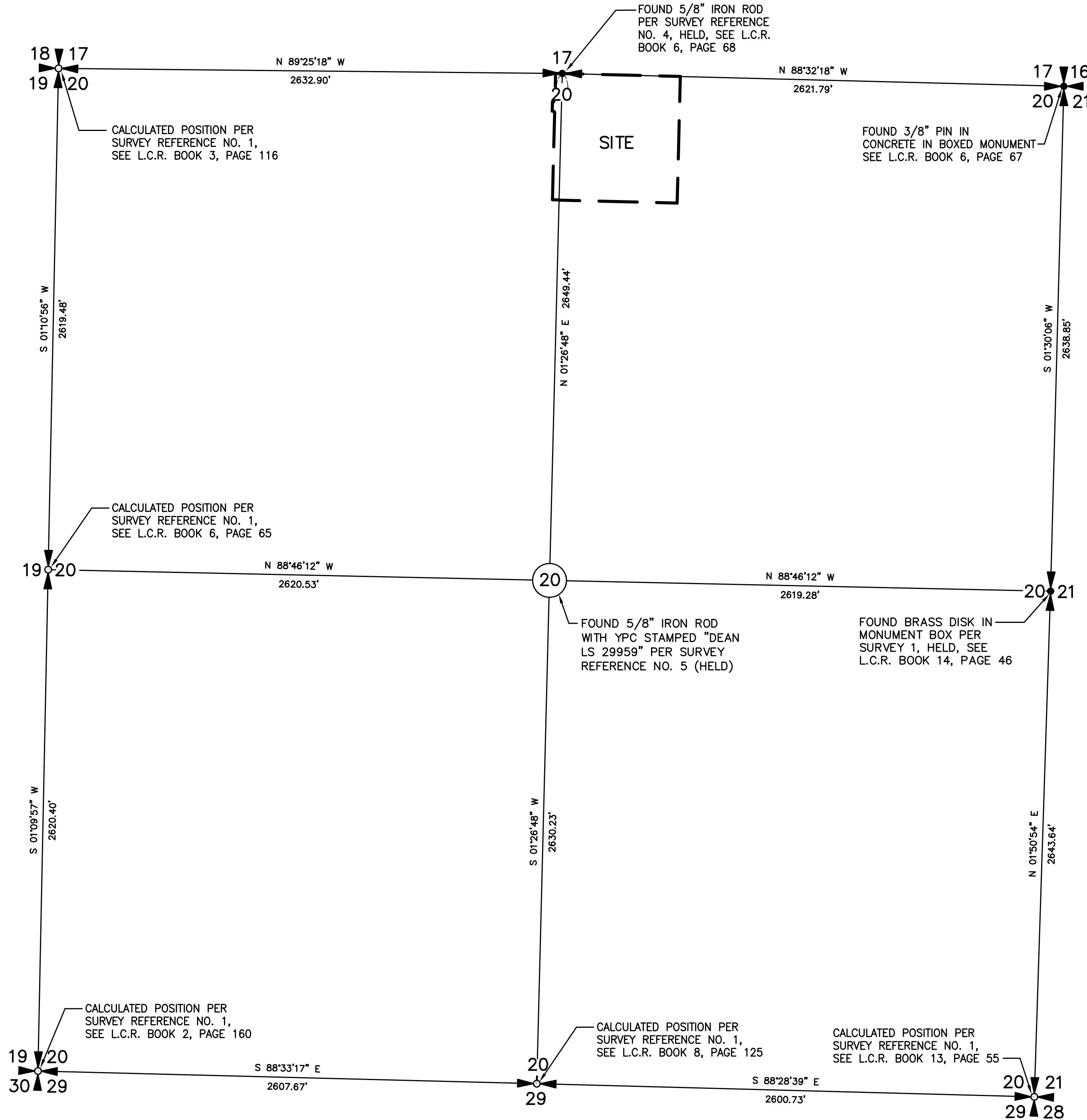
1. MONTGOMERY SURVEY, BOOK 11, PAGE 30
2. HAGEDORN SURVEY, BOOK 14, PAGE 160
3. HART SURVEY, BOOK 21, PAGE 68
4. HART SURVEY, BOOK 24, PAGE 70
5. GREEN GABLES PUD, PHASE 3, BOOK 311, PAGE 644
6. GREEN GABLES PUD PHASE 2 NORTH, BOOK 311, PAGE 653

DEED REFERENCE:

GRANTOR: THE ESTATE OF BRETT M. GILBET; LISA K. GILBERT AND VIRGINIA FORDHAM,
TRUSTEE OF THE
FORDHAM CREDIT SHELTER TRUST
GRANTEE: PIONEER PLACE RIDGEFIELD LLC
AFN: 5325198
DATE: 9-14-2016

KPF SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A ONE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED IN JULY 2016.



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED ABOVE HAVE CAUSED THE SAME TO BE PLATTED ACCORDING TO THE PLAT HERETO ANNEXED, SAME TO BE KNOWN AS CANTERBURY SUBDIVISION, AND HEREBY DEDICATE ALL STREETS AND OTHER AREAS TO THE PUBLIC, AND INDIVIDUAL OR INDIVIDUALS, RELIGIOUS SOCIETY OR SOCIETIES OR TO ANY CORPORATION, PUBLIC OR PRIVATE AS SHOWN ON THE PLAT OR SHORT PLAT AND A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROAD.

DECLARANT:

PIONEER PLACE RIDGEFIELD LLC

SIGNATURE _____ DATE _____

TITLE _____

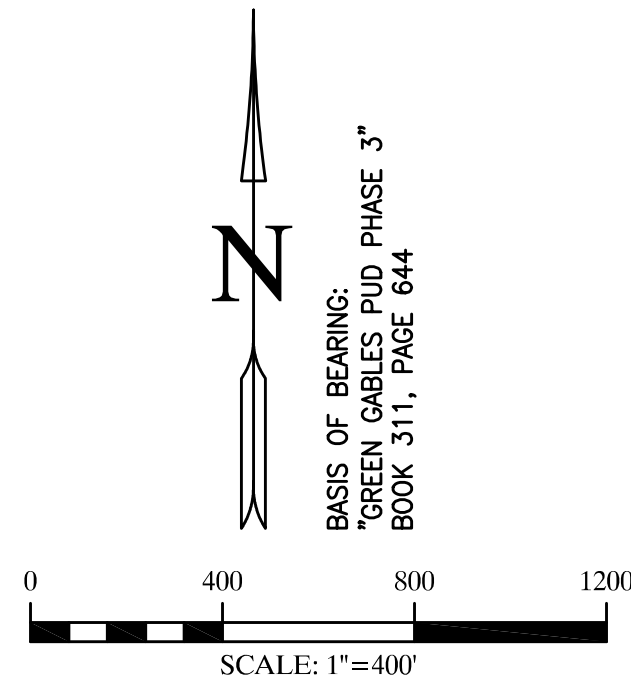
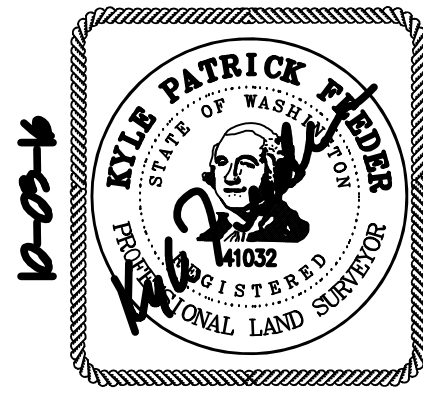
ACKNOWLEDGMENT:

STATE OF _____)
COUNTY OF _____) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY
APPEARED _____ TO ME KNOWN TO BE THE PERSON(S) WHO
EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGMENT TO ME
THAT HE/SHE SIGNED AND SEALED THE SAME AS HIS/HER FREE AND
VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN
MENTIONED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
RESIDING IN _____
MY COMMISSION EXPIRES _____



DATE:	10-01-16
SCALE:	1"=400'
JOB NO.:	16-068
CALC BY:	KPF
DRAWN BY:	GLF
CHECKED BY:	KPF
SHEET 1 OF 2	

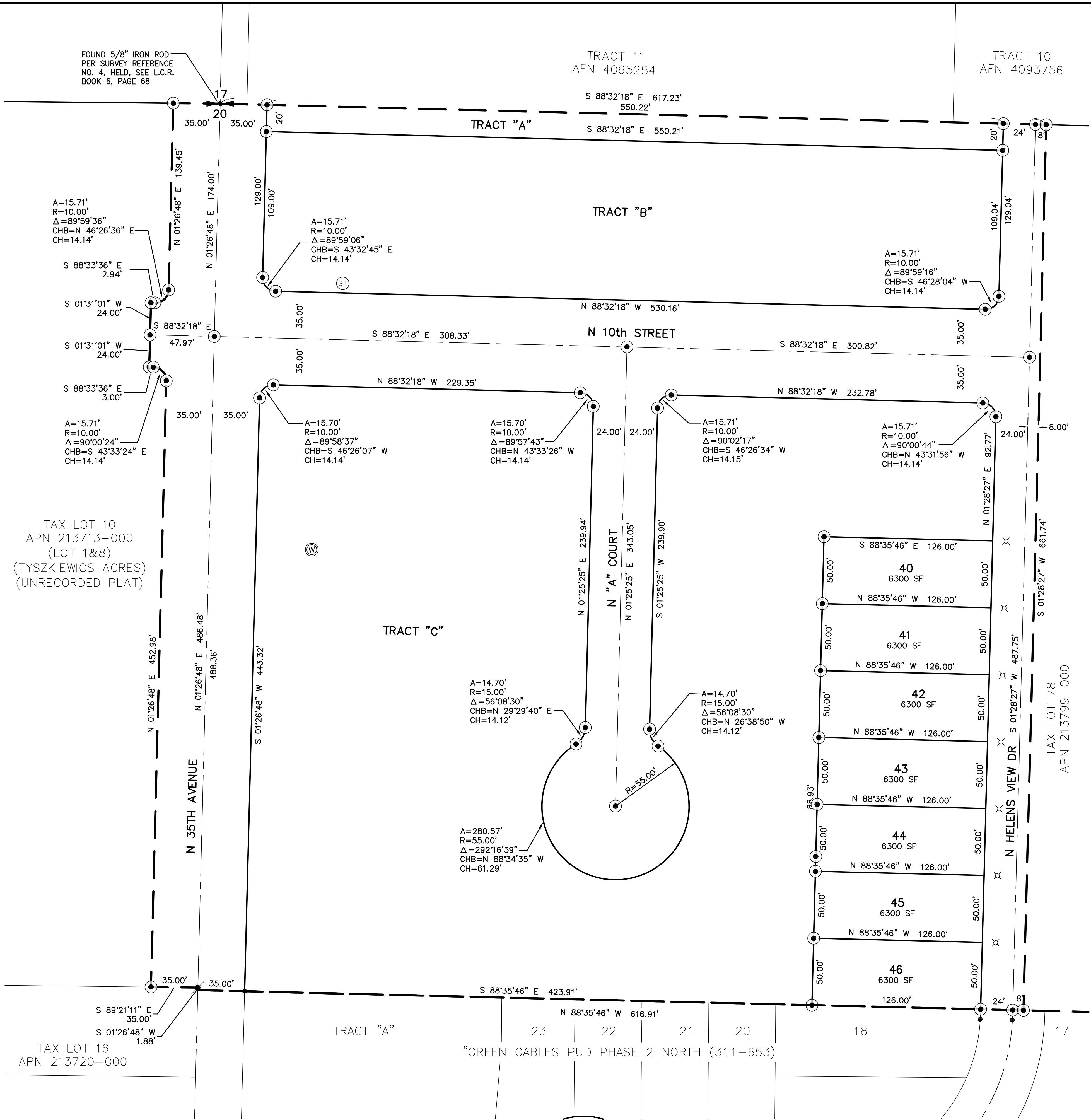
KPF

SURVEYING, INC.
1514 N.E. 267TH AVE CAMAS, WA 98607
360-834-0174 FAX: 360-838-0155

PREPARED BY:
KPF SURVEYING, INC.
1514 N.E. 267TH AVE.
CAMAS, WA. 98607
(360) 834-0174

PIONEER PLACE PHASE 1 SUBDIVISION

IN A PORTION OF
THE NW 1/4 OF THE NE 1/4
AND THE NE 1/4 OF THE NW 1/4
SECTION 20, T. 4 N., R.1 E., W.M.,
CITY OF RIDGEFIELD
CLARK COUNTY, WASHINGTON



RESIDENTIAL DESIGN GUIDELINES FOR PIONEER PLACE

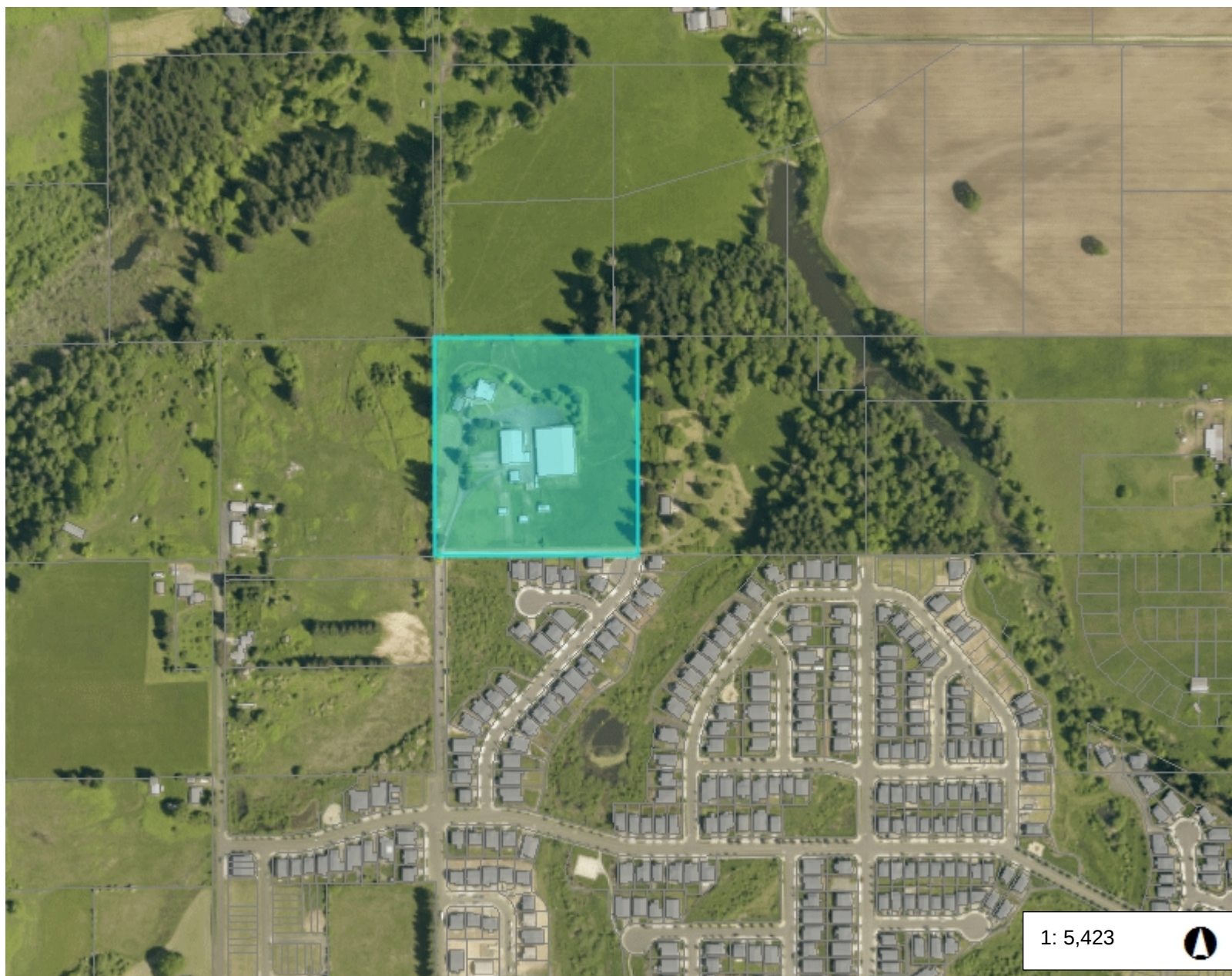
1. Building facades of adjacent dwellings shall be differentiated from each other. That differentiation may be accomplished through many methods including, but not limited to:
 - a. Distinguishably different roof line through orientation, structure, pitch, etc.
 - b. Brick or rock accents.
 - c. Differing garage orientations (side, front)
 - d. Bay window(s) facing the street.
 - e. Windows trim variation.
 - f. Vertical breaks.
 - g. Different paint colors and/or different types of siding.
 - h. Construct homes with differing numbers of stories.
 - i. Any other method which in the opinion of the Community Development Director meets the intent of the code.

Each adjacent dwelling including those immediately across the street shall choose a minimum of three (3) options from the list above to insure differentiation between the front facades of homes located next to each other.

2. Each single-family residence shall contain a porch or covered entry area for the primary entrance facing or accessible from the public or private street serving the residence.
3. The rear of each structure will be required to have a covered patio measuring a minimum of 0.25% of the rear facade and two items from the list provided under (1) (a-i) above.
4. Each residence shall contain at least three of the following features:
 - a. Garage with decorative door(s);
 - b. Bay window(s) facing the street;
 - c. Cross gable roof (separate gable ends that intersect meeting in a valley);
 - d. Roof dormer(s);
 - e. Cupolas or towers;
 - f. Pillars or posts;
 - g. Eaves, with a minimum six-inch projection;
 - h. Off-sets in building face by a minimum of sixteen inches;
 - i. Balconies;
 - j. Decorative patterns on exterior finish (e.g., scales/shingles, wainscoting, ornamentation, and similar features);
 - k. Use of contrasting materials, such as brick or stone, on a minimum of twenty-five percent of the facade;
 - l. Decorative cornices and rooflines (e.g., for flat roofs);
 - m. Trim a minimum of two inches wide around the windows facing a public street;
 - n. Varied roof line with at least one intersecting plane; and
 - o. Other architectural elements, other than color, glass or lighting, including varying texture and materials within the same building, or massing, window voids, or other elements the director finds compatible with the residential character of the zone.



Pioneer Place



1: 5,423

Legend

- Building Footprints
- Taxlots
- ImageOrtho
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- ImageBestRes
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- Cities Boundaries
- Urban Growth Boundaries

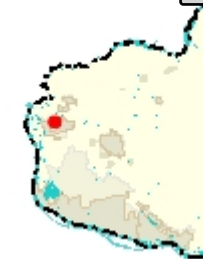
Notes:

903.8 0 451.89 903.8 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

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

5.3.e



Attachment: Pioneer Place photo (1172 : Pioneer Place Phase 1 Final Plat)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 15, 2016
ITEM: BUSINESS
AGENDA ITEM TITLE: Motion - Approval of Park and Playground Rules

GOVERNING LEGISLATION:

Chapter 18.18 of the Ridgefield Municipal Code

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

Chapter 18.18 of the Ridgefield Municipal Code governs Park Rules and Regulations. Section 18.18.070 gives the City Manager, under the direction of City Council, the power to adopt and post rules and regulations pertaining to the operation, management and use of parks.

Public Works staff have received concerns from the Police Department and Citizens regarding improper use of playground equipment at several parks and damage from skateboarding and cycling at Overlook Park. Based on these concerns staff have created the attached draft rules for playground equipment and for Overlook Park. Staff has presented these rules to the Parks Board at their November and December Meetings and has incorporated the Park Board's comments into the proposed rules.

BUDGET/FINANCIAL IMPACTS:

None

RECOMMENDED ACTION OR MOTION:

Staff requests that Council review the proposed park rules and make a motion to direct the City Manager to adopt and post the rules. A suggested motion is as follows:

Approved to be placed on City Council Agenda:

"I move to direct the City Manager to adopt and post the park and playground rules as presented"

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS:

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 15, 2016

ITEM: BUSINESS

AGENDA ITEM TITLE: Motion - Approval of Interlocal Agreement for Multi-Agency Records Management System (RMS)

GOVERNING LEGISLATION: The only applicable RCWs have to do with Public Records – This agreement is compliant with Washington Public Records law

PREVIOUS COUNCIL ACTION TAKEN: The Council approved a similar agreement with the City of Portland to provide this service. This agreement is with the Clark County Sheriff's Office.

SUMMARY/BACKGROUND: The Clark County Sheriff's Office provided Police Records Management software for Ridgefield until 2015 when all Clark County agencies migrated to the RegJIN system. In early 2016, the Clark County Sheriff's Office determined that the RegJIN system was not meeting their needs on several different levels. They decided to stand up their own records management system (RMS). Since the Clark County Sheriff's Office was paying for our subscription to RegJIN, when they left it was natural that Ridgefield should leave as well. We are currently using the new RMS and preliminary reports are that the officers are happy with its operation and functioning. There some areas we hope to see improvements but overall we are satisfied with the transition.

BUDGET/FINANCIAL IMPACTS: The new RMS is priced at approximately half of what the RegJIN was charging. However, since the Clark County Sheriff's Office was still paying our costs for RegJIN, we will start paying \$4,600 per year for access to the RMS. The current system we are on costs \$7,400 per year.

RECOMMENDED ACTION OR MOTION: Staff recommends approval of Interlocal Agreement with the following motion:

"I move to authorize the City Manager to execute an interlocal agreement for multi-agency records management system as presented."

STAFF CONTACT: John Brooks, Police Chief

Approved to be placed on City Council Agenda:

ATTACHMENTS:

RMS Interlocal Agreement - Multi-Agency Records Management System (PDF)

RMS INTERLOCAL AGREEMENT MULTI-AGENCY RECORDS MANAGEMENT SYSTEM

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of November, 2016, by and between CLARK COUNTY, WASHINGTON, (hereinafter "Clark County"), the Clark County Sheriff's Office (hereinafter "Sheriff's Office"), and the Ridgefield Police Department. Authority to enter into the Agreement is pursuant to RCW 39.34.030.

This Agreement may refer to Clark County, the Sheriff's Office, and the Ridgefield Police Department individually as a "Party" or jointly as the "Parties."

This Agreement is intended to function as a memorandum of understanding and not an Interlocal agreement as it relates to the responsibilities, obligations and rights between the Sheriff's Office and Clark County. This Agreement considers the Sheriff's Office and Clark County as parts of one legal entity and does not confer the legal rights and/or remedies of an Interlocal agreement to the Sheriff's Office with regard to Clark County or to Clark County with regard to the Sheriff's Office.

RECITALS

WHEREAS, the Sheriff's Office, the Ridgefield Police Department, and other local law enforcement agencies have been actively evaluating and pursuing options to replace the existing RegJIN system to better meet agency needs; and

WHEREAS, Clark County entered into a contract with Executive Information Services, Inc. (EIS) to implement and support a multi-agency Records Management System (RMS) and related Interfaces for the benefit of the Sheriff's Office and other Participating Law Enforcement Agencies within Clark County; and

WHEREAS, the Sheriff's Office has invited local law enforcement agencies to join in the implementation and use of the RMS to improve available system functionality and enhance collaboration and information sharing amongst Participating Law Enforcement Agencies; and

WHEREAS, the Ridgefield Police Department desires to partner with Clark County, the Sheriff's Office, and other Participating Law Enforcement Agencies in the implementation and ongoing full Use of the RMS; and

WHEREAS, this AGREEMENT has been authorized by the respective governing bodies of the Ridgefield Police Department and Clark County; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. Definitions

The following is a definition of terms used herein:

- A. "Access" means the authority granted to the Ridgefield Police Department's Authorized Users to review or receive information from the RMS.

- B. "ACCESS" means A Central Computerized Enforcement Service System and refers to the statewide law enforcement telecommunications system operated by the Washington State Patrol (WSP). ACCESS provides telecommunications linkage to law enforcement and other criminal justice agencies. It provides a means for agencies to query multiple state and national databases to include information systems provided by the Department of Corrections, Department of Licensing, Parks, the Washington Crime Information Center (WACIC), and the Washington State Identification Section (WASIS). The system also allows both national and international queries through the International Justice and Public Safety Information Sharing Network (NLETS) switch to include Interstate Identification Index (III) and the National Crime Information Center (NCIC) provided by the Federal Bureau of Investigation (FBI). NLETS also provides responses from the Canadian Police Information Centre (CPIC), and Interpol as well as other state hot file and licensing information. ACCESS usage is limited to criminal justice purposes as outlined by the FBI standards, and as audited (every three years at present) by WSP and the FBI.
- C. "Agreement" means this Interlocal Agreement.
- D. "Amendment" means a written document required to be signed by the affected Parties when in any way altering the Terms and Conditions or provisions of the Agreement.
- E. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and password, as established by an authorized RMS System Administrator, and within WSP ACCESS and FBI CJIS policies.
- F. "Authorized RMS User" means any User that has passed the authentication process of the RMS and is thereby authorized to Use the RMS's functions and components based on the permissions established by that User's credentials (User ID and password, etc.).
- G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- H. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the RMS on individuals

consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.

- I. “Criminal Justice Information” means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and Intelligence and Investigative Information. It does not include agency personnel or administrative records used for agency operations or management.
- J. “Criminal Justice Information Services Security Policy” is referred to more simply as “CJIS” and is a published standard of the FBI to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. By Washington State and Federal law, this Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.
- K. “Documentation” means User manuals, and other written and electronic materials in any form that describe the features or functions of the RMS, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.
- L. “Equipment” means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the RMS.
- M. “Error” means any defect, problem, condition, bug, or other partial or complete inability of the RMS to operate in accordance with the applicable Specifications and Documentation.
- N. “Interface” means a point of interaction between RMS components or the device or code which enables such interaction; applicable to both Equipment and Software.
- O. “Intelligence and Investigative Information” means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.
- P. “Material Breach” means any breach of this Agreement that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Agreement.

- Q. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing RMS server(s) via a network connection that is compliant with the FBI's Criminal Justice Information System (CJIS) security policies.
- R. "Participating Law Enforcement Agencies" means those law enforcement agencies that have executed an Interlocal Agreement for the ongoing full Use of the RMS and related Interfaces.
- S. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing RMS server(s) via a CJIS compliant connection.
- T. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the RMS.
- U. "Police Department Asset" shall mean hardware, software, equipment, real property and fixtures that are owned, operated or leased by the Ridgefield Police Department.
- V. "Records Management System (RMS)" is the law enforcement records management system acquired and implemented by Clark County for use by the Sheriff's Office, the Ridgefield Police Department, and other Participating Law Enforcement Agencies within Clark County.
- W. "RMS System Administrator" shall mean a specially trained Authorized User that is authorized to perform RMS administrative functions.
- X. "RMS System Manager" is the individual with designated named backups appointed by the Sheriff's Office to manage and operate the RMS on a daily basis.
- Y. "Specifications" shall mean the specifications contained in the contract between Clark County and EIS for the RMS governing its implementation and use by the Clark County, the Sheriff's Office, and the Ridgefield Police Department.
- Z. "Terminal Agency Coordinator (TAC)" is the individual within the Sheriff's Office or other Participating Law Enforcement Agencies designated to serve as the point-of-contact at the local agency for matters relating to CJIS information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies.
- AA. "Use" means authorized Access provided to the Ridgefield Police Department to assign Users and their designated permission levels within the RMS; and Users' actual access to enter data, and/or receive information from the RMS.
- BB. "User" shall mean any person employed by or working on behalf of Clark County, the Sheriff's Office, the Ridgefield Police Department, and other Participating Law Enforcement Agencies within Clark County; including all Officers, Directors, and any person or entity authorized to provide Services requiring use of the RMS, in the course of assisting one or more of the Parties.

CC. "User Fees" are fees set by mutual agreement between the Parties to recover the centralized costs related to RMS support and server replacement.

2. Purpose

The Purpose of this Agreement is to define the terms and conditions under which the RMS will be Accessed and Used by the Ridgefield Police Department and mutually administered, supported, and maintained by Clark County, by and through its Department of Information Technology(hereinafter the "County"), the Clark County Sheriff, by and through its Sheriff's Office, and the Ridgefield Police Department.

3. Responsibilities of Clark County:

- A. Clark County agrees to enable Access to the RMS via Equipment, including PCs, MDC, and other hand held devices for Authorized Use by Sheriff's Office and Ridgefield Police Department Users.
- B. Clark County agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the CJIS Security Policy requirements -- as published by the FBI and as audited (every three years at present) by WSP and FBI.
- C. Clark County agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the ACCESS policy requirements -- as published and audited (every three years at present) by WSP.
- D. Clark County agrees to provide procedures, instructions and other documents to the Ridgefield Police Department regarding the methods available and minimum requirements for network connections to gain Access via Clark County's network demarcation points.
- E. Clark County agrees to maintain and administer the County-owned Equipment and Network infrastructure according to Clark County Information Technology policies and procedures, to include:
 - 1) Maintain and update physical and virtual servers and storage devices hosted within Clark County's environment.
 - a. Operating system updates and security patches
 - b. Anti-Virus, spam and malware protection
 - 2) Provide planned replacement of servers at the end of service life.
 - 3) Manage, monitor, and service the SQL database(s).
 - 4) Manage and maintain backup routines of servers and databases.
 - 5) Manage and monitor disk space.

- 6) Manage and maintain the network infrastructure within Clark County's domain, including the provision of NetMotion access for MDCs other mobile devices.
 - 7) Implement application software upgrades and patches. Working closely with EIS, Clark County Information Technology staff will supervise, monitor, and perform the implementation of upgrades, updates, and patches provided by EIS to the production server.
 - 8) Clark County IT shall schedule, at least 48 hours in advance, all maintenance and/or administration activities that will or could result in a system outage. A notification will be provided to the RMS System Manager and affected Participating Law Enforcement Agency System Administrators at least 48 hours prior to the scheduled activity for each such instance.
- F. Clark County agrees to provide weekly updates to the RMS System Manager and the Ridgefield Police Department System Administrator, to include:
- 1) Percent of uptime for the RMS during the week,
 - 2) Percent of disk space utilized/available each week,
 - 3) Percent of CPU usage each week,
 - 4) Percent of memory usage each week,
- G. Clark County agrees to partner with the RMS System Manager to provide updates on an as needed basis to the Ridgefield Police Department System Administrator, that could include:
- 1) Detailed explanation of any hardware or network downtime during the week, including root cause, duration, magnitude and resolution, or observations that, left unaddressed, may lead to future outages and/or disruptions,
 - 2) Scheduled outages and planned maintenance, which will include the duration of the maintenance window and a base level of detail.
- H. Clark County agrees to monitor, audit, and trouble-shoot the connections necessary to upload information from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.
- I. Clark County agrees to provide procedures, instructions and other documents to the Ridgefield Police Department regarding the minimum requirements for PCs, MDCs, network connections, etc. to gain and maintain ongoing Access to Clark County's Network and/or the RMS.
- J. Clark County agrees to provide billing to the local agencies for collecting funds for the perpetual support and servicing of the servers and databases, EIS annual support and maintenance, and future expenditures as mutually agreed by the Parties.

- K. Clark County agrees to provide a 24-hour, 365 days per year phone line for the Sheriff's Office and the Ridgefield Police Department to report suspected Network and/or Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.
- L. Clark County agrees to provide the access, permission, and authority to the RMS System Manager and designated backups necessary to enable them to troubleshoot and resolve problems and outages that occur outside Clark County IT's normal business hours related to Clark County owned Equipment and Software, to include the RMS System's physical and virtual servers and the RMS System's databases. Such troubleshooting and problem resolution will be done in partnership with Clark County IT staff whenever possible. Also, Clark County IT agrees to provide the RMS System Manager and their designee(s) with access to SolarWinds or similar network monitoring and diagnostic tools to enable ongoing insight into the status of the Clark County network.

4. Responsibilities of the Sheriff's Office:

- A. The Sheriff's Office, Pursuant to Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy, approved October 20, 1976, shall exercise management control of the RMS.
- B. The Sheriff's Office agrees to provide instructions, documents, and arrange for the necessary training to certify one or more Ridgefield Police Department RMS System Administrators to perform necessary administrative functions such as adding and removing Users from the RMS, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. The Sheriff's Office will provide ongoing training for RMS System Administrators at the times and places as mutually agreed upon by the Parties.
- C. The Sheriff's Office agrees to provide, to the extent resources permit, limited ongoing support to the Ridgefield Police Department to aid its RMS System Administrator(s) in the performance of their responsibilities and functions.
- D. The Sheriff's Office agrees to provide training materials, training mentors and access to the RMS training environment to enable the Ridgefield Police Department's trainers to provide RMS training and instruction to its Users.
- E. The Sheriff's Office agrees to monitor, audit, and trouble-shoot the content and information that is shared from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.
- F. The Sheriff's Office agrees to provide a 24-hour, 365 days per year phone line for the Ridgefield Police Department to report problems involving the EIS application and/or the RMS that do not appear to be Network and Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

5. Responsibilities of the Ridgefield Police Department:

- A. The Ridgefield Police Department warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.
- B. The Ridgefield Police Department acknowledges and agrees that its Users will only Access or Use the RMS for Authorized Uses. Permission to Access or Use the information available in or through the RMS other than for Authorized Use shall be obtained in writing from the Sheriff's Office prior to any such use.
- C. The Ridgefield Police Department acknowledges and agrees that its Users will not modify through computer programming or other techniques the functions, capabilities, and operations of the RMS unless written authorization is provided by the RMS System Manager prior to performing such modifications.
- D. The Ridgefield Police Department shall at all times have at least one designated RMS System Administrator. The RMS System Administrator(s) shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the RMS for its Users within the constraints of this Agreement.
- E. The Ridgefield Police Department is responsible for providing, installing and configuring, in a manner that complies with the minimum requirements of the RMS, its own Equipment. This includes, but is not limited to PCs, MDCs, printers, scanners, image capture devices and other peripherals required or necessary for its Users to Access and Use the RMS.
- F. The Ridgefield Police Department is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables its Equipment to reach Clark County's network demarcation points.
- G. The Ridgefield Police Department is responsible for identifying to the RMS System Manager a designated qualified TAC, and for ensuring that all of its Equipment, network access points, and Users with Access to the RMS comply with the most current CJIS and ACCESS security policies. The Ridgefield Police Department is responsible for curing on a timely basis (as determined by the WSP and/or FBI) any problems uncovered as a result of either a WSP or an FBI audit.
- H. The Ridgefield Police Department authorizes the Sheriff's Office to provide its public records category data that is contained in the RMS to LInX Northwest for access and authorized use by LInX Northwest users.

6. Confidentiality

- A. Maintenance of Confidentiality. The Parties shall treat as confidential any Confidential Information that has been made known or available or that has been received, learned, heard or observed; or to which a Party has had access. The Parties shall use Confidential Information exclusively for the Parties' benefit and in

furtherance of this Agreement. Except as may be expressly authorized in writing by the Parties, in no event shall a Party publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. The Parties shall (1) limit disclosure of the Confidential Information to those directors, officers, employees and agents who need to know the Confidential Information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as it employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the Party who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the Parties' possession or custody or under its control. The Parties are expressly restricted from and shall not use Confidential intellectual property of the Parties without prior written consent.

- B. The Parties acknowledge that each is subject to the Washington Public Records Act and related Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by one or more Parties, a public record and subject to disclosure. The Party receiving a public records request agrees, consistent with state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. Specifically, the Parties shall abide by RCW 42.56 for cases involving public records contained in the RMS. A Parties' commitments to maintain information confidential under this Agreement are all subject to the constraints of Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the Parties will maintain the confidentiality of information.
- C. The Parties acknowledge and agree that the Sheriff's Office and the Ridgefield Police Department each owns its own data in the RMS.
- D. Each Party acknowledges that unauthorized disclosure of Confidential Information will result in irreparable harm to one or more of the other Parties and/or other Participating Law Enforcement Agencies. In the event of a breach or threatened breach of this Agreement, the Sheriff's Office or the Ridgefield Police Department may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

7. Limits on Dissemination

Dissemination by the Parties of Criminal Justice Information available in or through the RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

8. Information Control and Responsibility

Additions, modifications, and deletions of information or data stored in the RMS shall be restricted to being performed by the agency owning the information or data. Such changes may be made by the Sheriff's Office at the request of the owning agency. In any event, such changes will be restricted to specifically authorized Users and devices in accordance

with the most current CJIS Security Policy, and consistent with each Party's scope of responsibility in providing Access.

9. Security

- A. Physical Security - each Party shall be responsible for maintaining the physical security of all devices that are authorized to Access the RMS, as well as any printed output or RMS Documentation which might permit unauthorized Access to, or Use of the RMS.
- B. On-Line Security - The RMS contains procedures and tools to ensure that only authorized Users and devices can Access the information available in or through the RMS. The Parties acknowledge and agree that their Users will be required to enter RMS User IDs and passwords before gaining Access to the RMS, including RMS functions and RMS data. Each Party is responsible for issuing individual RMS User IDs and passwords to its respective Users and each acknowledges and agrees that its Users will not share RMS User IDs and passwords.
- C. Personnel Security - Any individual(s) that are provided Access to the RMS by the Parties through the issuing of RMS IDs and passwords shall undergo the following security checks:
 - 1) A personal background investigation equivalent to a background investigation that would enable them to Access their respective agency's confidential information.
 - 2) Be fingerprinted and their identification and personal history verified through a check of the RMS master name index; as well as the National Crime Information Center, and the FBI's Criminal Identification files.
 - 3) Complete training and/or obtain appropriate certifications from WSP for any LEDS and NCIC transactions for which the User is authorized to perform within or via the RMS.
 - 4) ACCESS training and certifications.
- D. The Parties acknowledge and agree to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through the RMS and for those employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through the RMS. If applicable, the Parties shall deny or terminate Access to any prospective or current User that is found to be in violation of current CJIS policy.
- E. The Parties acknowledge and agree to immediately deactivate the RMS User ID and password of any employee or contractor who is no longer an employee, a contractor, or who no longer requires Access to the RMS.

- F. The RMS System Manager will perform an annual audit of all Authorized Users. The Parties agree to certify annually, at the RMS System Manager's request, the full and complete list of all Authorized Users from their agency.
- G. The Parties shall limit RMS access to authorized Users, and shall not grant access to outside agencies or their representatives without expressed consent from the Sheriff's Office for each instance individually.
- H. The Parties shall provide immediate notification to the RMS System Manager of any security breach that affects the RMS or any other Clark County or Sheriff's Office system. The Parties shall provide notification to the RMS System Manager of any incident relating to RMS integrity such as a computer virus.
- I. Failure to comply with the Security and Access specifications contained in the Agreement may, as necessary to protect the data of other Participating Law Enforcement Agencies, result in the partial or full suspension of a Party's Access or its Users' Access to the RMS until such failures are corrected.

10. Payment

- A. Clark County shall invoice the Sheriff's Office and the Ridgefield Police Department an annual User Fee by January 31 of each year based on the number of authorized and budgeted sworn officers per agency as of January 1 of each year.
- B. By January 10 of each year, The Sheriff's Office and the Ridgefield Police Department shall each report to Clark County Information Technology the number of authorized and budgeted sworn officers as of January 1 of that year.
- C. Starting in 2017 and continuing through 2021, the User Fee shall be fixed and equal to \$426.00 per year (\$35.50 per month) per authorized and budgeted sworn officer as of January 1 of each year.
- D. Any User Fees collected by Clark County from the Sheriff's Office and all Participating Law Enforcement Agencies over and above \$94,570 per year from 2017 through 2021 shall result in an itemized credit on the following year's billing.
- E. Starting in 2022, the User Fee may be adjusted annually to recover the actual ongoing RMS support/maintenance charges payable to EIS and actual ongoing server repair and replacement charges only, subject to a 5% maximum annual increase.
- F. Additional RMS-related services and/or RMS functions that may be added via an Amendment to this Agreement will be invoiced as a separate line item.
- G. The Sheriff's Office and the Ridgefield Police Department shall submit payment within thirty (30) days of receipt of the invoice from the Clark County Information Technology.
- H. Failure to pay Clark County Information Technology as due may result in the suspension of Access to the RMS until fully paid up.

11. Duration, Withdrawal and Termination:

- A. The term of this Agreement is five (5) years and will be automatically renewed unless terminated as provided below.
- B. This Agreement may be terminated by either the Sheriff's Office or the Ridgefield Police Department by the provision of a 180-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by either certified US mail, return receipt requested, or by personal delivery.
- C. The effective date of termination shall be on January 1 of the year following the year during which the 180-day written notice expired.
- D. Upon the effective date of termination, the Ridgefield Police Department may remove its assets from the RMS including its owned RMS data. All costs associated with the reasonable removal of the Ridgefield Police Department's assets and owned RMS data will be the responsibility of the Ridgefield Police Department, unless termination notice is provided by the Sheriff's Office in which case the Sheriff's Office will either keep the data or the Ridgefield Police Department will be responsible for all costs associated with the reasonable removal of the Ridgefield Police Department's assets and owned RMS data.
- E. Up to 90 days shall be allocated for the RMS System Manager to withdraw the Ridgefield Police Department's assets and owned RMS data from the RMS after the date upon which the termination becomes effective. The Ridgefield Police Department may, at its option, continue to Access the RMS during this period.
- F. In the event of termination, the Ridgefield Police Department shall pay Clark County for work performed in accordance with the Agreement prior to the effective date of termination.

12. Force Majeure:

In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.

13. Dispute Resolution:

The Ridgefield Police Department shall cooperate with the Sheriff's Office and Clark County to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- A. Any dispute between the Ridgefield Police Department and the Sheriff's Office and/or Clark County under this Agreement shall be resolved, if possible by the RMS System Manager or their designee on behalf of the Sheriff's Office and Clark

County, and the RMS System Administrator or their designee on behalf of the Ridgefield Police Department.

- B. If the RMS System Manager and Ridgefield Police Department's RMS System Administrator are unable to resolve any dispute within seven (7) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Sheriff or their designee on behalf of the Sheriff's Office and the Chief of Police or their designee on behalf of the Ridgefield Police Department for resolution, if possible.
- C. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) calendar days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- D. Should an equitable solution not result from the foregoing, the Sheriff's Office and the Ridgefield Police Department shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement. Each Party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.
- E. The Sheriff's Office and the Ridgefield Police Department shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the Sheriff's Office and the Ridgefield Police Department shall continue to make all payments that are not in dispute, in accordance with the Agreement.

14. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to Clark County:

Chief Information Officer
Clark County Information Technology
707 W. 13th Street
Vancouver, WA 98666

If to the Sheriff's Office:

RMS System Manager
Clark County Sheriff's Office
707 W. 13th Street

Vancouver, WA 98666

If to the Ridgefield Police Department:

Ridgefield Police Department

15. Amendments

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the Parties may amend this Agreement at any time only by written Amendment executed by the Parties.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is executed in writing by authorized representatives of the affected Parties. If the requirements for Amendment as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

16. Interpretation

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Washington law. Any litigation between the Parties arising under this Agreement shall occur in the Superior Court of Clark County, Washington.

17. Indemnification

To the extent permitted by the Constitution and laws of Washington, Clark County, the Parties shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's councilors, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, no Party shall in any way be liable to hold harmless or indemnify another Party for any costs or claims arising directly, or indirectly, out of any RMS related activities in which they are not participating.

18. Assignment

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

19. Waiver

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

20. Remedies

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

21. Survival

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

22. No Third Party Beneficiaries

The Parties expressly agree that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party. This Agreement is entered into for the benefit of the Parties. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

23. Severability

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

24. Execution in Counterparts

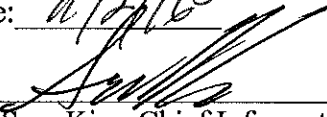
This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same Agreement.

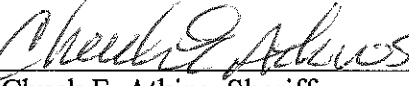
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

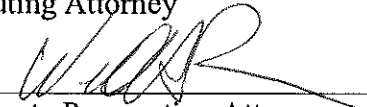
CLARK COUNTY, WASHINGTON, a subdivision of the State of Washington

By: 
Mark McCauley, County Manager
Date: 11/27/16

By:  **Sam Kim**
Sam Kim, Chief Information Officer
Date: _____

By: 
Chuck E. Atkins, Sheriff
Date: 10-25-16

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney

By: 
Deputy Prosecuting Attorney

CITY OF RIDGEFIELD, WASHINGTON

By: _____
_____, City Manager
Date: _____

By: _____
_____, Police Chief
Date: _____

By: _____
Date: _____

Approved as to Form Only

By: _____

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 15, 2016

ITEM: BUSINESS

AGENDA ITEM TITLE: Motion - Approval of Interlocal Agreement for Building Services
- Woodland

GOVERNING LEGISLATION:

RCW 39.34 Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN:

The City Council made a motion to permit the City Manager to enter into an interlocal agreement with the City of Woodland during a regularly scheduled meeting held on February 12, 2015. The current agreement will expire December 31, 2016.

SUMMARY/BACKGROUND:

The Revised Code of Washington 39.34 allows for governmental agencies to enter into interlocal agreements whereby each party can utilize the other party's services when it is determined to be in the best interest of both parties. The City of Ridgefield maintains staffing of a building official and two building inspectors within the Community Development Department, which is responsible for review and inspection of all new construction with Ridgefield for conformity with the International Building Code. The City of Woodland maintains staffing of one building official for conducting the same function within Woodland.

Due to a desire to maintain continuity of inspection services within each jurisdiction, the proposed interlocal agreement will provide backup building inspection services support to the partner jurisdiction when that jurisdiction's building official is unavailable (e.g. sick, on vacation, at training, etc.). This agreement is similar to the agreement staff is proposing with the City of La Center.

BUDGET/FINANCIAL IMPACTS:

There will be a positive budget impact as Ridgefield will receive revenue at the posted hourly rate per the master fee schedule, and mileage charges at the federally allowable mileage rate.

Approved to be placed on City Council Agenda:

RECOMMENDED ACTION OR MOTION:

"I move to authorize the City Manager to execute and interlocal agreement with the City of Woodland for providing backup building inspection and plan review services".

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: Woodland-Ridgefield Bldg Services Agreement 2017-2018
(DOCX)

**INTER-LOCAL AGREEMENT FOR SERVICES
BETWEEN**

City of Ridgefield, Washington

230 Pioneer Street
PO Box 608
Ridgefield, WA 98642

Phone: 360.887.3557

Fax: 360.887.0861

AND

City of Woodland, Washington

230 Davidson Avenue
PO Box 9
Woodland, WA 98674

Phone: 360.225.8281

Fax: 360.225.7336

Inter-Local Agreement Period

Beginning: January 1, 2017

Ending: December 31, 2018

Building Plan Review and Inspection Services

Estimate for services:

\$75.00/hr - Ridgefield Building Official

\$65.00/hr - Ridgefield Building Inspector

\$75.00/hr - Woodland Building Official

Ridgefield - Contact Person(s)

Contact: Jeff Niten 360.887.3908

Fiscal: Kirk Johnson 360.887-3557

Woodland - Contact Person(s)

Contact: Bart Stepp, P.E. 360.225.7999x161

Fiscal: Mari Ripp 360.225.8281

This Inter-Local Agreement consists of the following:

The City of Ridgefield and the City of Woodland agree to the terms and conditions of this Inter-Local Agreement as listed above by signing below:

CITY OF RIDGEFIELD, WASHINGTON

CITY OF WOODLAND, WASHINGTON

By: _____
Ridgefield City Manager

By: _____
Woodland Mayor

Approved as to form:

Approved as to form:

By: _____
City Attorney for Ridgefield

By: _____
City Attorney for Woodland

TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

- A. This is an Inter-Local Agreement entered into under the authority of the Inter-Local Cooperation Act, RCW 39.34, between the cities of Ridgefield, Washington and Woodland, Washington, municipal corporation non-charter “code” cities in the State of Washington.
- B. Pursuant to RCW 39.34, the purpose of this Inter-Local Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article VI (Duration of Agreement). Its method of termination is set forth in Article VII (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article III (Compensation) and Article IV (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. The City of Ridgefield (hereinafter “Ridgefield”) by and through its Community Development Department operates a building department. The City of Woodland (hereinafter “Woodland”) by and through its Public Works Department operates a building department.
- D. Ridgefield and Woodland desire to utilize the available services of the other jurisdiction.
- E. The purpose of this Agreement is to provide for the utilization of Ridgefield’s building services by Woodland, and for the utilization of Woodland’s building services by Ridgefield.
- F. Ridgefield and Woodland desire to reduce to writing their understanding related to the provision and utilization of each other’s services.
- G. Ridgefield and Woodland request the assistance of the other agency in order to obtain building services for the following type of representative tasks:
 - Perform plan review and inspections to verify conformance with applicable State of Washington/International Building Code Council Building Codes as adopted and their related standards and Jurisdiction Titles relative to commercial and residential construction.
- H. At anytime prior to the date of expiration, the dollar amount limitations, duration or other elements of this Inter-Local Agreement may be modified at the request of either party, provided that written mutual consent of the parties is reached and recorded in the form of a properly executed modification to the Inter-Local Agreement.

II. RIDGEFIELD AND WOODLAND AGREE TO:

- A. Work together to schedule building services for the completion of certain representative projects and tasks as set forth in Article I Section G. Ridgefield and Woodland will provide building services on an as needed basis subject to the exception of official holidays recognized by each agency, inclement weather limitations, and unforeseen illness. To the greatest extent possible each will respond to the other's requests for building services and not necessarily be limited to the types of tasks set forth in Article I Section G.
- B. For any project covered under this Inter-Local Agreement, both agencies will assign only those personnel with the credentials and expertise to perform the work.
- C. Provide transportation, adequate work space, tools, equipment and materials as needed to complete work in an efficient and professional manner.
- D. At its sole expense, provide its employees with all appropriate insurance coverage related to workplace exposure to health and safety risks, damage to property, injuries to persons or death.
- E. Except as referenced in Article III Section C below, each agency will provide for compliance with the applicable standards for workplace health and safety promulgated by the Washington State Department of Labor and Industries under the Washington Industrial Safety and Health Act, Chapter 49.17 RCW (WISHA) as they apply to its own employees. Should performance on a project covered under this agreement and compliance with a WISHA standard become cost prohibitive for either agency, or an exposure to risk be unacceptable, at its own discretion, that agency reserves the right to reject that project in whole or part. Both will make every reasonable effort to convey workplace safety issues to the other agency and find suitable means to avoid exposure to safety hazards.
- F. Each agency will provide the other with timely notification and requests for specific tasks, concerns, problems or hazards as they relate to work projects or tasks.
- G. Where appropriate make timely arrangements for plan reviews, inspections, and/or any other duties related to building services.
- H. If appropriate, provide coordination with any third parties deemed necessary and/or required (i.e., permits and/or permission/authorizations). Acquiring and maintaining permits and/or permit authorizations relating to project operations and the other agency's employees activities on any project will be the sole responsibility of requesting agency and will be at that agency's sole expense.

- I. In the accomplishment of tasks or projects assigned, share with the other a mutual concern about achieving satisfactory performance from the other agency's employees. To that end, each will utilize the procedure outlined in Article III Section E below to resolve issues relating to performance.
- J. If there are performance concerns relating to the other agency's employees that cannot be resolved directly or immediately, then the next step in resolving the issue is to direct that concern in a timely fashion to the Woodland Public Works Director or Ridgefield City Manager, dependent upon performance concern.

III. COMPENSATION

- A. Each agency will be compensated for services provided under this Inter-Local Agreement at the rates defined within this Agreement, exclusive of any applicable taxes. Mileage will be compensated at the current federal allowable mileage rate in effect at the time of billing.
- B. In the event there is an increase in the hourly rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. Ridgefield and Woodland will process a contract modification according to the respective procedural requirements outlined in Article VIII below.
- C. Subject to availability and the terms herein, each agency may utilize the services of the other at its own discretion. Beyond an as needed request and dispatch, Ridgefield and Woodland are not obligated to utilize any specific amount of any particular service. Beyond an as needed availability assessment, Ridgefield and Woodland are not obligated to provide any specific amount of any particular service. While it is not a requirement herein, the parties also recognize that planning for and committing to a regular work schedule will improve building service availability.
- D. Ridgefield and Woodland will pay properly documented invoices within 45 days of the receipt of the invoice.
- E. Ridgefield and Woodland have provided budgetary authority to compensate the other at or within the aforementioned dollar limits. If budgetary authority relating to this Agreement changes over the term, that agency may adjust the dollar limits set forth above through the agreement amendment process as outlined in Article VIII below.

IV. BILLING METHOD AND PROCESS

- A. Ridgefield and Woodland will bill/invoice the other for charges on a monthly basis.
- B. The billing invoice will identify the dates and the actual hours worked and include the amount due for that billing period. Billings will be recorded to the nearest quarter-hour.

- C. The monthly billing invoice from each agency will include sufficient backup documentation to verify the actual accomplishments for the billing period and include an indication (via signature) that the responsible official has reviewed the billing documentation for correctness. Any backup documentation supplied with billing invoices will be expected to reconcile to whatever tracking system that agency employs.
- D. Each will provide for its part in the timely processing of billing invoices. Ridgefield and Woodland will process its billing invoices internally, and then forward them on to the accounts receivable department. The accounts receivable department in turn will send the billing invoice to the other agency for payment. Any inquiries regarding a particular billing invoice should be directed to the contact person as indicated on the Inter-Local Agreement's face sheet.

V. INDEMNIFICATION

Each party does hereby release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Inter-Local Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other party; provided, however, this paragraph does not purport to indemnify either party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of either party, its elected officials, officers, employees and agents.

VI. DURATION OF AGREEMENT

This Agreement shall be effective January 1, 2017, and remain in effect until December 31, 2018, unless administratively extended pursuant to this section or renewed. This Agreement may be administratively extended upon the mutual written agreement of the Mayor of Woodland and the City Manager of Ridgefield for a maximum of two (2) one-year periods, January 1, 2019 through December 31, 2019 and January 1, 2020 through December 31, 2020. In any such administrative extension, all terms set forth herein shall remain the same, except the Duration in Section VI, and the hourly rates (compensation) set forth at the beginning of this Agreement may be adjusted. An increase in hourly rates will require approval from the City Council of both Woodland and Ridgefield. A decrease in hourly rates can be approved administratively.

VII. TERMINATION

Ridgefield or Woodland may terminate this Inter-Local Agreement in whole or in part for any reason by providing written notice of termination to the other party of this Inter-local Agreement at least thirty (30) days prior to the date of termination. In the event of early termination, each agency shall be responsible for the payment for any work performed by the other agency up to the point of termination.

VIII. AMENDMENT

The provisions of this Inter-Local Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Inter-Local Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Amendments to an administrative extension of this Agreement, as defined in Section VI above, may be limited solely to modification to the hourly rate to accurately reflect the cost of providing said services; any other amendment included within an extension must be approved by both parties.

IX. RATIFICATION

Acts taken in conformity with this Inter-Local Agreement prior to its execution are hereby ratified and affirmed.

X. SEVERABILITY

If any section or part of this Inter-Local Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Inter-Local Agreement.

XI. ENTIRE CONTRACT

The parties agree that this Inter-Local Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Inter-local Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of the Inter-Local Agreement and cause for termination. It is agreed by the parties hereto that the forgiveness of non-compliance with any provision of this Inter-Local Agreement does not constitute a waiver of the provisions of this Inter-Local Agreement.

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 15, 2016

ITEM: BUSINESS

AGENDA ITEM TITLE: Motion - Approval of Interlocal Agreement for Building Services
- La Center

GOVERNING LEGISLATION:

RCW 39.34 Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN:

The City Council made a motion to permit the City Manager to enter into an interlocal agreement with the City of La Center during a regularly scheduled meeting held on February 12, 2015. The current agreement will expire December 31, 2016.

SUMMARY/BACKGROUND:

The Revised Code of Washington 39.34 allows for governmental agencies to enter into interlocal agreements whereby each party can utilize the other party's services when it is determined to be in the best interest of both parties. The City of Ridgefield maintains staffing of a building official and two building inspectors within the Community Development Department, which is responsible for review and inspection of all new construction with Ridgefield for conformity with the International Building Code. The City of Woodland maintains staffing of one building official for conducting the same function within Woodland.

Due to a desire to maintain continuity of inspection services within each jurisdiction, the proposed interlocal agreement will provide backup building inspection services support to the partner jurisdiction when that jurisdiction's building official is unavailable (e.g. sick, on vacation, at training, etc.). This agreement is similar to the agreement staff is proposing with the City of Woodland.

BUDGET/FINANCIAL IMPACTS:

There will be a positive budget impact as Ridgefield will receive revenue at the posted hourly rate per the master fee schedule, and mileage charges at the federally allowable mileage rate.

Approved to be placed on City Council Agenda:

RECOMMENDED ACTION OR MOTION:

"I move to authorize the City Manager to execute and interlocal agreement with the City of La Center for providing backup building inspection and plan review services".

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: La Center-Ridgefield Bldg Services Agreement 2017-2018
(DOC)

**INTER-LOCAL AGREEMENT FOR SERVICES
BETWEEN**

City of Ridgefield, Washington

230 Pioneer Street
PO Box 608
Ridgefield, WA 98642

Phone: 360.887.3557
Fax: 360.887.0861

AND

City of La Center, Washington

214 E. 4th Street
La Center, WA 98629

Phone: 360.263.7665
Fax: 360.263.7666

Inter-Local Agreement Period

Beginning: January 1, 2017

Ending: December 31, 2018

Building Plan Review and Inspection Services

Estimate for services:

\$75.00/hr - Ridgefield Building Official
\$65.00/hr – Ridgefield Building Inspector
\$65.00/hr - La Center Building Inspector

Ridgefield - Contact Person(s)

Contact: Jeff Niten 360.887.3908
Fiscal: Kirk Johnson 360.887-3557

La Center - Contact Person(s)

Contact: Jeffrey Sarvis 360.263.7665
Fiscal: Suzanne Levis 360.263.2782

This Inter-Local Agreement consists of the following:

The City of Ridgefield and the City of La Center agree to the terms and conditions of this Inter-Local Agreement as listed above by signing below:

CITY OF RIDGEFIELD, WASHINGTON

CITY OF LA CENTER, WASHINGTON

By: _____
Ridgefield City Manager

By: _____
La Center Mayor

Approved as to form:

Approved as to form:

By: _____
City Attorney for Ridgefield

By: _____
City Attorney for La Center

TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

- A. This is an Inter-Local Agreement entered into under the authority of the Inter-Local Cooperation Act, RCW 39.34, between the Cities of Ridgefield and La Center, Washington, municipal corporation non-charter “code” cities in the State of Washington.
- B. Pursuant to RCW 39.34, the purpose of this Inter-Local Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article VI (Duration of Agreement). Its method of termination is set forth in Article VII (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article III (Compensation) and Article IV (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. The City of Ridgefield (hereinafter “Ridgefield”) by and through its Community Development Department operates a building department. The City of La Center (hereinafter “La Center”) by and through its Public Works Department operates a building department.
- D. Ridgefield and La Center desire to utilize the available services of the other jurisdiction.
- E. The purpose of this Agreement is to provide for the utilization of Ridgefield’s building services by La Center and La Center’s external customer, the City of Woodland, Washington, and for the utilization of La Center’s building services by Ridgefield.
- F. Ridgefield and La Center desire to reduce to writing their understanding related to the provision and utilization of each other’s services.
- G. Ridgefield and La Center request the assistance of the other agency in order to obtain building services for the following type of representative tasks:
 - Perform plan review and inspections to verify conformance with applicable State of Washington/International Building Code Council Building Codes as adopted and their related standards and Jurisdiction Titles relative to commercial and residential construction.
- H. At anytime prior to the date of expiration, the dollar amount limitations, duration or other elements of this Inter-agency Agreement may be modified at the request of either party, provided that written mutual consent of the parties is reached and recorded in the form of a properly executed modification to the Inter-Local Agreement.

II. RIDGEFIELD AND LA CENTER AGREE TO:

- A. Work together to schedule building services for the completion of certain representative projects and tasks as set forth in Article I section G. Ridgefield and La Center will provide building services on an as needed basis subject to the exception of official holidays recognized by each agency, inclement weather limitations, and unforeseen illness. To the greatest extent possible each will respond to the other's requests for building services and not necessarily be limited to the types of tasks set forth in Article I section G.
- B. For any project covered under this inter-local Agreement, both agencies will assign only those personnel with the credentials and expertise to perform the work.
- C. Provide transportation, adequate work space, tools, equipment and materials as needed to complete work in an efficient and professional manner.
- D. At its sole expense, provide its employees with all appropriate insurance coverage related to workplace exposure to health and safety risks, damage to property, injuries to persons or death.
- E. Except as referenced in Article II section C below, each agency will provide for compliance with the applicable standards for workplace health and safety promulgated by the Washington State Department of Labor and Industries under the Washington Industrial Safety and Health Act, Chapter 49.17 RCW (WISHA) as they apply to its own employees. Should performance on a project covered under this agreement and compliance with a WISHA standard become cost prohibitive for either agency, or an exposure to risk be unacceptable, at its own discretion, that agency reserves the right to reject that project in whole or part. Both will make every reasonable effort to convey workplace safety issues to the other agency and find suitable means to avoid exposure to safety hazards.
- F. Each agency will provide the other with timely notification and requests for specific tasks, concerns, problems or hazards as they relate to work projects or tasks.
- G. Where appropriate make timely arrangements for plan reviews, inspections, and/or any other duties related to building services.
- H. If appropriate, provide coordination with any third parties deemed necessary and/or required (i.e. permits and/or permission/authorizations). Acquiring and maintaining permits and/or permit authorizations relating to project operations and the other agency's employees activities on any project will be the sole responsibility of requesting agency and will be at that agency's sole expense.

- I. In the accomplishment of tasks or projects assigned, share with the other a mutual concern about achieving satisfactory performance from the other agency's employees. To that end, each will utilize the procedure outlined in Article II section E below to resolve issues relating to performance.
- J. If there are performance concerns relating to the other agency's employees that cannot be resolved directly or immediately, then the next step in resolving the issue is to direct that concern in a timely fashion to the La Center Public Works Director or Ridgefield City Manager, dependent upon performance concern.

III. COMPENSATION

- A. Each agency will be compensated for services provided under this Inter-local Agreement at the rates defined within this Agreement, exclusive of any applicable taxes. Mileage will be compensated at the current federal allowable mileage rate in effect at the time of billing.
- B. In the event there is an increase in the hourly rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. Ridgefield and La Center will process a contract modification according to the respective procedural requirements outlined in Article VIII below.
- C. Subject to availability and the terms herein, each agency may utilize the services of the other at its own discretion. Beyond an as needed request and dispatch, Ridgefield and La Center are not obligated to utilize any specific amount of any particular service. Beyond an as needed availability assessment, Ridgefield and La Center are not obligated to provide any specific amount of any particular service. While it is not a requirement herein, the parties also recognize that planning for and committing to a regular work schedule will improve building service availability.
- D. Ridgefield and La Center will pay properly documented invoices within 45 days of the receipt of the invoice.
- E. Ridgefield and La Center has provided budgetary authority to compensate the other at or within the aforementioned dollar limits. If budgetary authority relating to this Agreement changes over the term, that agency may adjust the dollar limits set forth above through the agreement amendment process as outlined in Article VIII below.

IV. BILLING METHOD AND PROCESS

- A. Ridgefield and La Center will bill/invoice the other for charges on a monthly basis.
- B. The billing invoice will identify the dates and the actual hours worked and include the amount due for that billing period. Billings will be recorded to the nearest quarter-hour.

- C. The monthly billing invoice from each agency will include sufficient backup documentation to verify the actual accomplishments for the billing period and include an indication (via signature) that the responsible official has reviewed the billing documentation for correctness. Any backup documentation supplied with billing invoices will be expected to reconcile to whatever tracking system that agency employs.
- D. Each will provide for its part in the timely processing of billing invoices. Ridgefield and La Center will process its billing invoices internally, and then forward them on to the accounts receivable department. The accounts receivable department in turn will send the billing invoice to the other agency for payment. Any inquiries regarding a particular billing invoice should be directed to the Contact person as indicated on the Inter-Local Agreement's face sheet.

V. INDEMNIFICATION

Each party does hereby release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Inter-Local Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other party; provided, however, this paragraph does not purport to indemnify either party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of either party, its elected officials, officers, employees and agents.

VI. DURATION OF AGREEMENT

This Agreement shall be effective January 1, 2017, and remain in effect until December 31, 2018, unless administratively extended pursuant to this section or renewed. This Agreement may be administratively extended upon the mutual written agreement of the Mayor of La Center and the City Manager of Ridgefield for a maximum of two (2) one-year periods, January 1, 2019 through December 31, 2019 and January 1, 2020 through December 31, 2020. In any such administrative extension, all terms set forth herein shall remain the same, except the Duration in Section VI, and the hourly rates (compensation) set forth at the beginning of this Agreement may be adjusted as part of the administrative extension process.

VII. TERMINATION

Ridgefield or La Center may terminate this Inter-Local Agreement in whole or in part for any reason by providing written notice of termination to the other party of this Inter-Local Agreement at least thirty (30) days prior to the date of termination. In the event of early termination, each agency shall be responsible for the payment for any work performed by the other agency up to the point of termination.

VIII. AMENDMENT

The provisions of this Inter-Local Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Inter-Local Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Amendments to an administrative extension of this Agreement, as defined in Section VI above, may be limited solely to modification to the hourly rate to accurately reflect the cost of providing said services; any other amendment included within an extension must be approved by both parties.

IX. RATIFICATION

Acts taken in conformity with this Inter-Local Agreement prior to its execution are hereby ratified and affirmed.

X. SEVERABILITY

If any section or part of this Inter-Local Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Inter-Local Agreement.

XI. ENTIRE CONTRACT

The parties agree that this Inter-Local Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Inter-Local Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of the Inter-Local Agreement and cause for termination. It is agreed by the parties hereto that the forgiveness of non-compliance with any provision of this Inter-Local Agreement does not constitute a waiver of the provisions of this Inter-Local Agreement.