



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, July 25, 2024
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

I. STUDY SESSION - 5:00 P.M.

- 1. South 35th Avenue Extension Alternatives Analysis - Chuck Green, Public Works Director**

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

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

III. PUBLIC COMMENT

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

IV. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the July 11, 2024 Meeting**

V. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and Approval of Resolution No. 651 - Support Clark Cowlitz Fire & Rescue Levy Lid Lift - Steve Stuart, City Manager**

VI. BUSINESS

- 1. Second Reading of Ordinance No. 1426 - Spring 2024 Ridgefield Municipal Code Amendments - Claire Lust, Community Development Director**
- 2. Second Reading of Ordinance No. 1427 - Raptors Park Petition to Annex - Claire**

Lust, Community Development Director

- 3. Motion - Approval of Interlocal Agreement with Clark County for Stormwater Partners Collaboration - Chuck Green, Public Works Director**
- 4. Motion - Award of Construction Contract for Hillhurst School Zone Pedestrian and Bike Safety Project - Chuck Green, Public Works Director**
- 5. Motion - Approval of Pioneer Route Jurisdiction Transfer Interlocal Agreement with Washington State Department of Transportation (WSDOT) - Chuck Green, Public Works Director**
- 6. Motion - Approval of Purchase and Sale Agreement with Gary Lahti for Right-of-Way and Temporary Construction Easements for the Pioneer Street at 50th Place Roundabout Project - Chuck Green, Public Works Director**
- 7. Motion - Approval of Purchase and Sale Agreement with Don and Dawn Januik for Right-of-Way, Temporary Construction Easements and Mitigation Considerations for the Pioneer Street at 50th Place Roundabout Project - Chuck Green, Public Works Director**
- 8. Motion - Approval of Purchase and Sale Agreement with Discovery Ridge Partners for Right-of-Way and Temporary Construction Easements for the Pioneer Street at 50th Place Roundabout Project - Chuck Green, Public Works Director**
- 9. Motion – Approve Purchase of Wetland Impact Mitigation Credits from East Fork Lewis Mitigation Partners for Pioneer Street Widening and 50th Place Roundabout Project Wetland Impact Mitigation - Chuck Green, Public Works Director**

VII. PUBLIC COMMENT

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

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

IX. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: South 35th Avenue Extension Alternatives Analysis

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

The planned S 35th Avenue Extension project is intended to provide a new connection from South 10th Way in the Gee Creek Plateau to Pioneer Street (SR 501) to replace the only existing connection, Bertsinger Road, which is functionally obsolete. The concept for this extension evolved from the last 2000's where previous studies indicated that long-term improvements to the Pioneer Street/Bertsinger Road intersection, and the Pioneer Street/Reiman road intersection nearby, would be expensive and may not resolve future transportation mobility and congestion issues in the Gee Creek Plateau subarea. The City has been collecting an additional per-lot traffic impact fee surcharge for the S 35th Avenue extension project since late 2022. The requirement of collecting these funds is that they are required to be spent within six years of collection for construction of the project.

The previously-completed Gee Creek Plateau Subarea Plan indicated the 35th Avenue corridor/improvements as the primary circulation route through the subarea.

An alternatives analysis has been underway since early 2023 and has included two neighborhood meetings and one public open house. Based on input and suggestions from those meetings, several alignment concepts for a new corridor were developed based on objectives listed below:

- Minimize impacts to existing properties, communities, natural features, wetlands, oak habitat, and fish-bearing streams.
- Preserve identified historic structures and determine additional areas of historical significance.
- Create a new connection that follows property lines where possible to avoid splitting up land parcels, maximizes multimodal connectivity, and further connects existing roads and pedestrian facilities.

City staff and representatives of the consulting firm of Apex/PBS Engineering and Environmental will present the range of alternatives and an assessment of each concept, including order-of-magnitude costs, for council discussion and potential direction for next steps. The anticipated schedule has council considering adoption of a preferred alternative by the end of 2024, so that environmental documentation, permits and design can proceed in 2025.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Discussion and direction on the options and assessment from here are requested during the study session.

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. 35thExtension_CouncilUpdate01_IntDraft01_2024-07-19

S 35th Avenue Extension

COUNCIL STUDY SESSION

Thursday, July 25, 2024 | 5:00 pm

Agenda



History



Current
Analysis



Alternative
Analysis



Summary
Comparison



Path
Forward

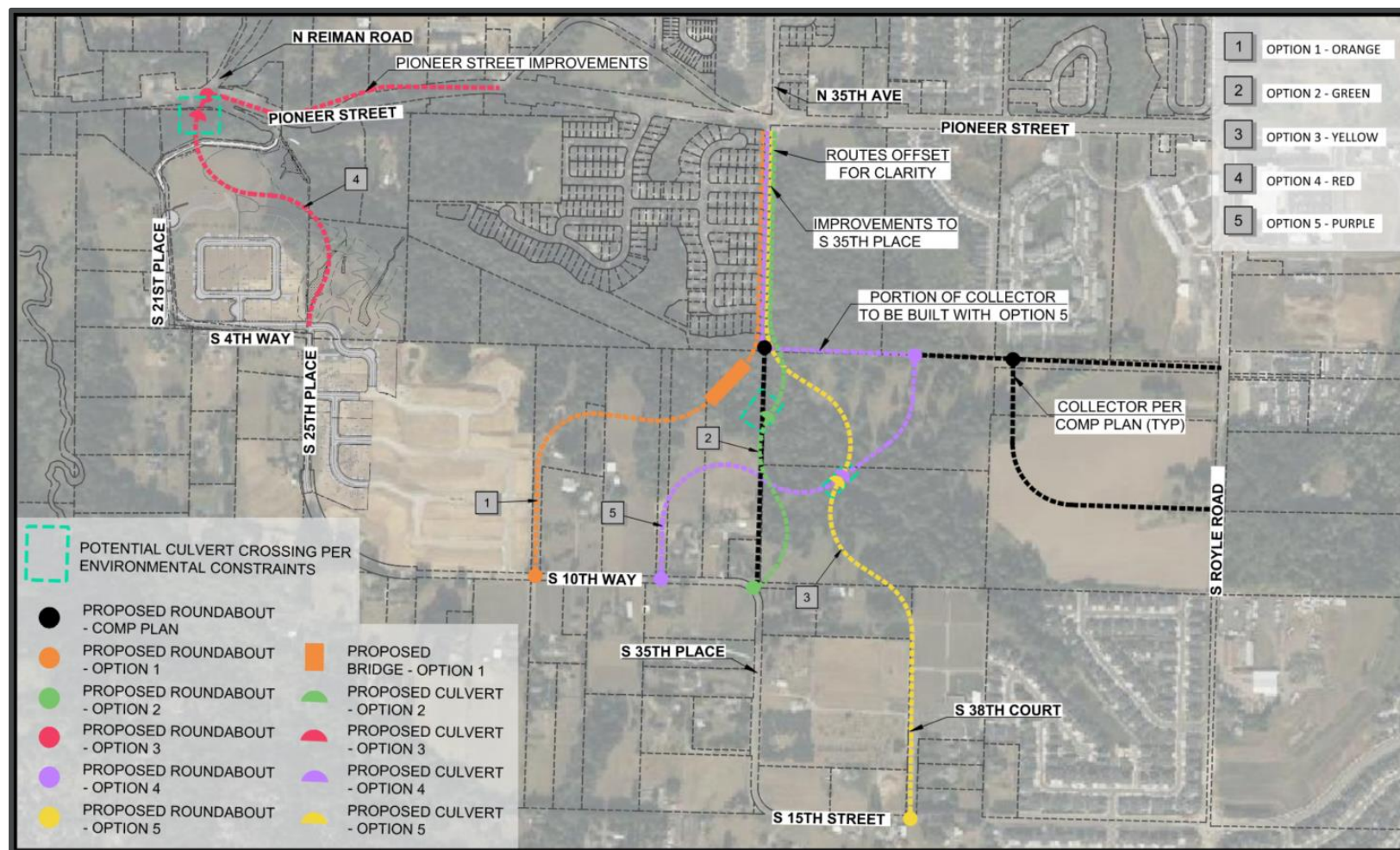


Question &
Answer



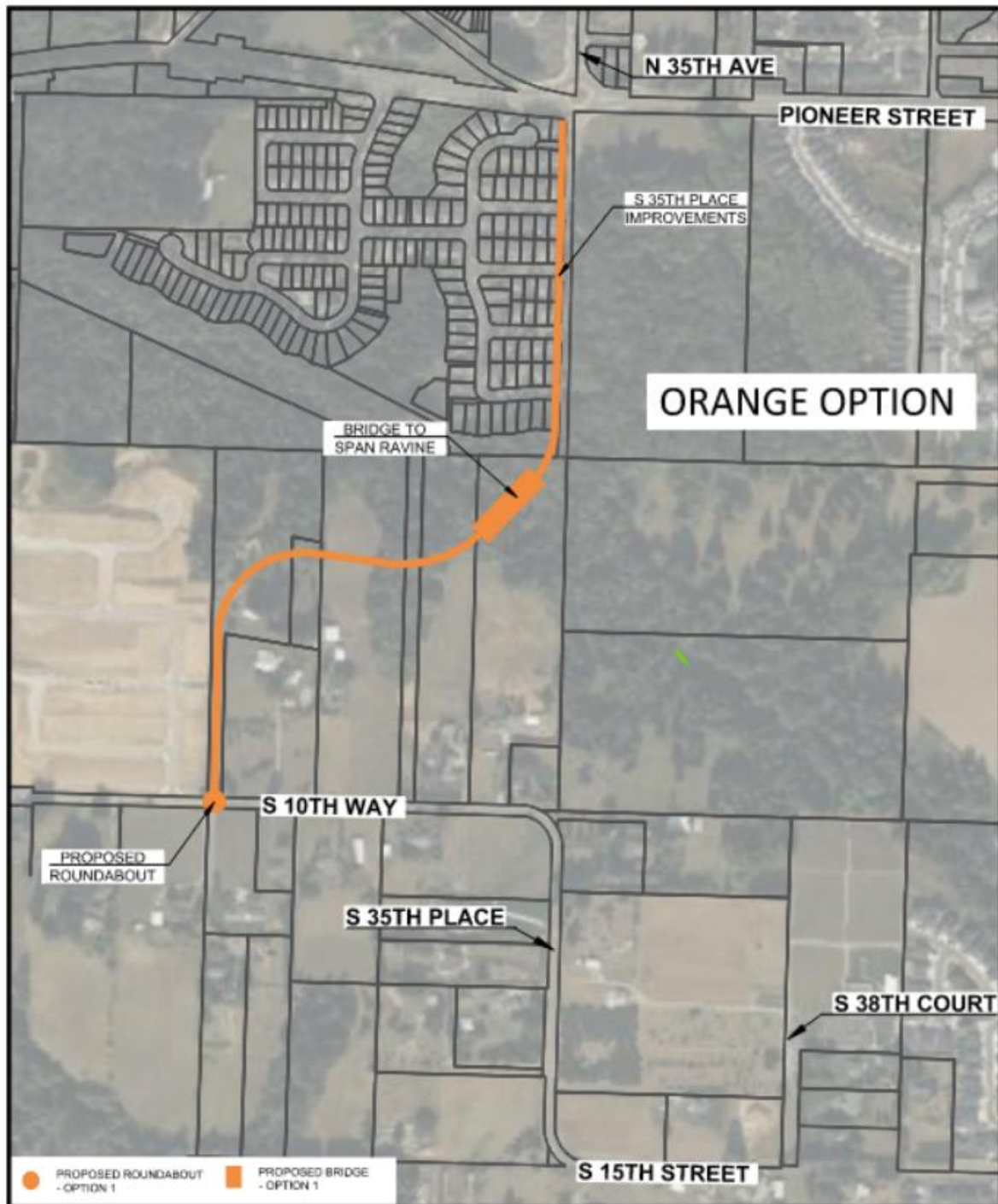
Current Analysis

- Public engagement
- Alternatives analysis
- City Council



Alternative Analysis

- Design team alternatives
- Neighborhood guided alternatives
- Criteria



Alternative 1: Orange Option

- Alternative access route – Pro
- Environmental compliance – Pro
- Limited cultural resource impacts – Pro
- Limited impacts to residences - Con
- Geotechnical risk – Con
- Comprehensive plan compliance – N/S
- Planning level cost estimate – \$45 to \$50 M



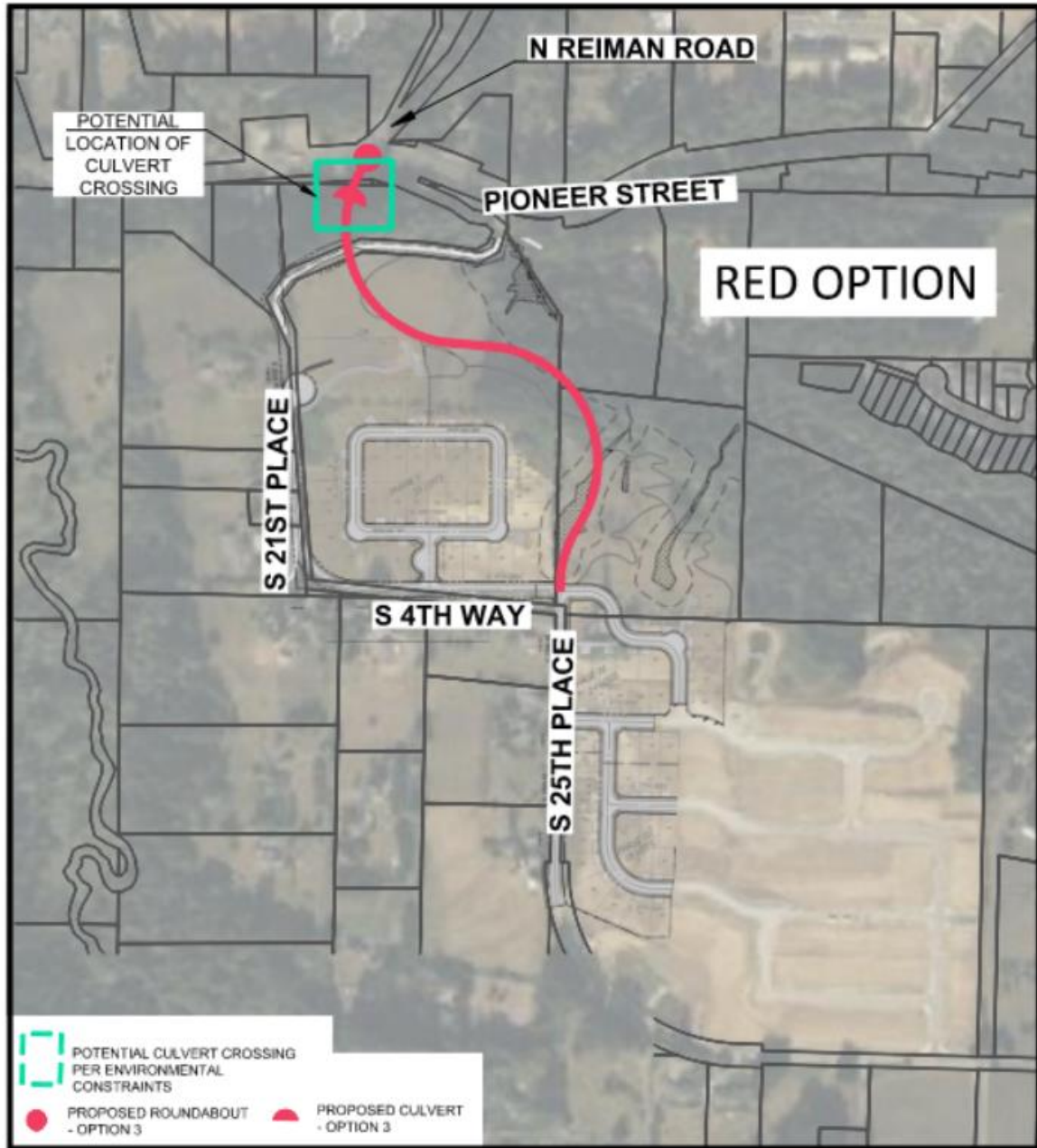
Alternative 2: Green Option

- Alternative access route – Pro
- Environmental compliance – N/S
- Limited cultural resource impacts – N/S
- Limited impacts to residences - N/S
- Geotechnical risk – Pro
- Comprehensive plan compliance – Pro
- Planning level cost estimate – \$25 to \$35 M



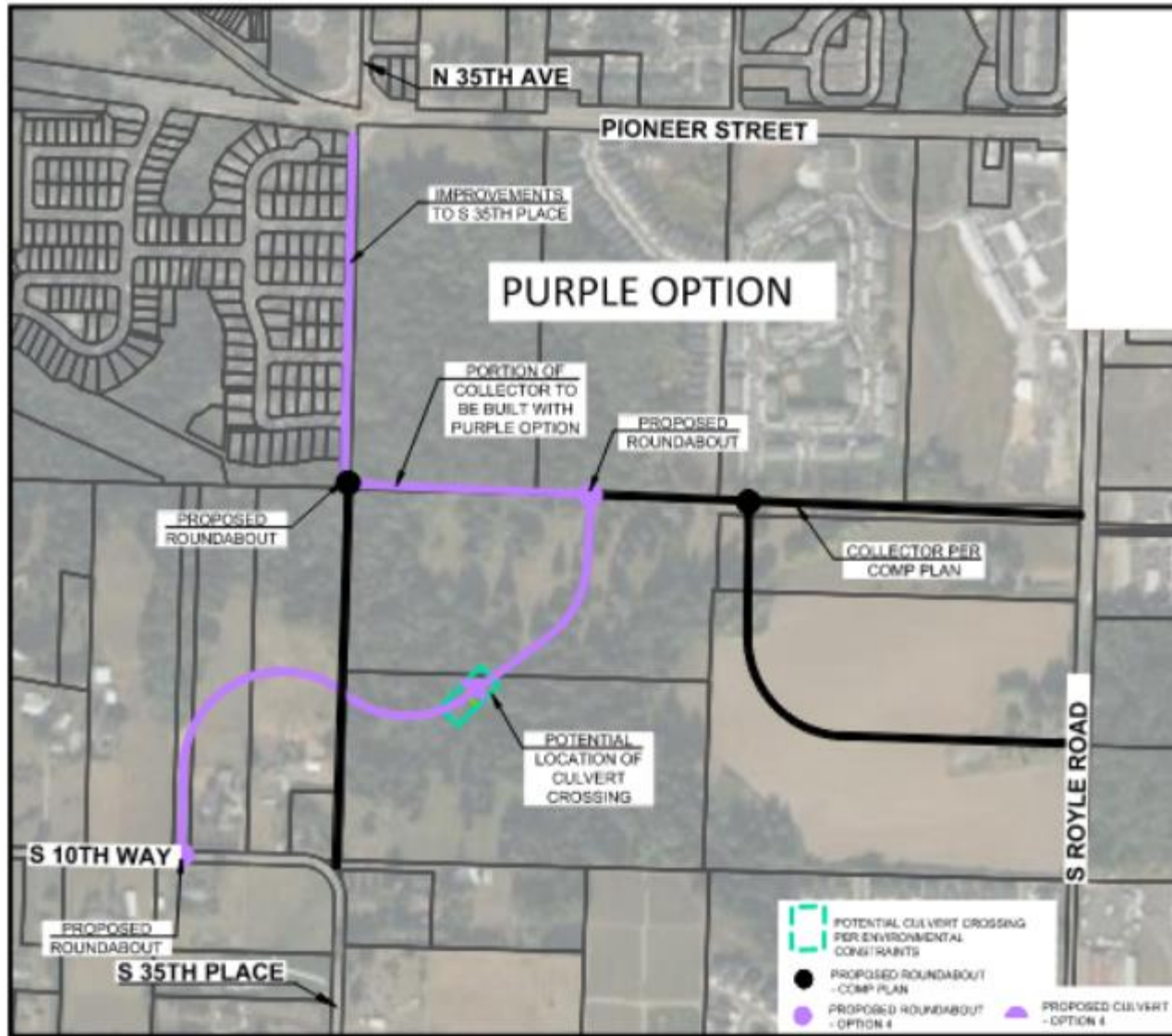
Alternative 3: Yellow Option

- Alternative access route – Con
- Environmental compliance – Pro
- Limited cultural resource impacts – Con
- Limited impacts to residences - Pro
- Geotechnical risk – N/S
- Comprehensive plan compliance – Con
- Planning level cost estimate – \$35 to \$45 M



Alternative 4: Red Option

- Alternative access route – Pro
- Environmental compliance – Con
- Limited cultural resource impacts – Pro
- Limited impacts to residences - Pro
- Geotechnical risk – Con
- Comprehensive plan compliance – Con
- Planning level cost estimate – \$30 to \$40 M



Alternative 5: Purple Option

- Alternative access route – Con
- Environmental compliance – Con
- Limited cultural resource impacts – Con
- Limited impacts to residences - Con
- Geotechnical risk – Pro
- Comprehensive plan compliance – Pro
- Planning level cost estimate – \$35 to \$45 M

Summary Comparison

Connection	Option 1: Orange	Option 2: Green	Option 3: Yellow	Option 4: Red	Option 5: Purple
Alternative Access Route*	Pro	Pro	Con	Pro	Con
Environmental Compliance	Pro	N/S	Pro	Con	Con
Limited Cultural Resource Impacts	Pro	N/S	Con	Pro	Con
Limited Impacts to Residences	Con	N/S	Pro	Pro	Con
Geotechnical Risk	Con	Pro	N/S	Con	Pro
Comprehensive Plan Compliance	N/S	Pro	Con	Con	Pro

*With supplemental evaluation of travel distance to key landmarks/locations within the City.

Connection	Summary
Option 1: Orange	\$45-55 million
Option 2: Green	\$25-35 million
Option 3: Yellow	\$35-45 million
Option 4: Red	\$30-40 million
Option 5: Purple	\$35-45 million



Path Forward

- What additional information do you need?
- Next steps:
 - Neighborhood meeting – September
 - Discuss again – early October
 - Final decision – year end

Discussion



- Are there options which should:
 - No longer be considered?
 - Move forward for further analysis?
- Are there any “hybrid” options you would like assessed?
- What additional information do you need?

Thank you



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

SUMMARY/BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor details attached

RECOMMENDED ACTION OR MOTION:

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

"I move to approve the consent agenda as presented"

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. July 25, 2024 Claims Report

City of Ridgefield

Claims Payment Report

For Approval on:

July 25th, 2024

Sum of Amount							
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total		
ADVENTIST HEALTH/OCCUPATIONAL MC	865	100057	Public Safety	Pre Hire Medical Exam	993.00		
ADVENTIST HEALTH/OCCUPATIONAL MC Total					993.00		
APHIDOIDEA LLC	3905	1045	Genl Govt/Facilities	Overpass Safety Screen Artwork	(4,388.76)		
			Public Works	Overpass Safety Screen Artwork	54,834.26		
APHIDOIDEA LLC Total					50,445.50		
BLUEFIN PAYMENT SYSTEMS - EPAY	2827	2827-202406B	Public Works	06.2024 Customer Web Payments	21.90		
		2827-202406A	Public Works	06.2024 Customer Web Payments	1,168.09		
BLUEFIN PAYMENT SYSTEMS - EPAY Total					1,189.99		
BNSF	UB*01016	(blank)	Genl Govt/Facilities	Refund Check 016774-000 Hydrant Meter Depot St & N 1st Ave	310.48		
BNSF Total					310.48		
BRIDGETOWER OPCO LLC	3585	745709715	Public Works	11th & Timm Rd Safety Imprv Advertising	1,205.40		
BRIDGETOWER OPCO LLC Total					1,205.40		
CABLE HUSTON LLP	4028	142114	Public Works	Pioneer Widening Easement	1,275.00		
CABLE HUSTON LLP Total					1,275.00		
CFM STRATEGIC COMMUNICATIONS INC.	2551	28278	Genl Govt/Facilities	06.2024 Lobbyist	5,200.00		
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00		
CINTAS CORPORATION NO 2	3497	5219745718	Genl Govt/Facilities	07.2024 First Aid Supplies - CH	68.04		
		5220359830	Genl Govt/Facilities	PW Crew Sunscreen	4.78		
			Public Works	PW Crew Sunscreen	76.46		
			5219745769	Genl Govt/Facilities	07.2024 First Aid Supplies - PW	14.16	
		5219745769	Public Works	07.2024 First Aid Supplies - PW	230.92		
			Community Development	07.2024 First Aid Supplies - PW	29.27		
			5219745794	Public Safety	07.2024 First Aid Supplies - PD	34.10	
		5219745766	Genl Govt/Facilities	07.2024 Fist Aid Supplies - RACC	44.39		
			Community Development	07.2024 Fist Aid Supplies - RACC	92.06		
		CINTAS CORPORATION NO 2 Total					594.18
CITY OF BATTLE GROUND	92	INV00476	Judicial	05.2024 Court Cost / Public Defender	26,260.25		
CITY OF BATTLE GROUND Total					26,260.25		
CITY OF RIDGEFIELD - EPAY PERMITS	95	COM-24-0052	Public Works	116 N Main Ave PD Building Demolition Permit	100.00		
CITY OF RIDGEFIELD - EPAY PERMITS Total					100.00		
CITY OF RIDGEFIELD WATER & STORM - EPAY	96	0096-202406	Genl Govt/Facilities	IRR 487 S 56th Pl.	2.34		
				487 S 56th Pl. PW Ops Center - Storm	50.00		
				109 W Division WWTP - CRWWD Portion - Storm	520.80		
				230 Pioneer Street City Hall - Storm	173.60		
				487 S 56th Pl. PW Ops Center - Water	7.79		
				230 Pioneer Street City Hall - Water	262.04		
				109 W Division WWTP - CRWWD Portion - Water	114.03		
				101 S Main - Overlook Park - Water	1,115.44		
				101 S Main - Overlook Park - Storm	24.80		
			Public Safety	116 N Main Ave PD - Water	52.24		
				116 N Main Ave PD - Storm	99.20		
				Public Works	119 N 3rd Ave Community Park - Storm	49.60	
			1308 N Heron Dr Hayden Park - Water		153.64		

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CITY OF RIDGEFIELD WATER & STORM - EPAY

96

0096-202406 Public Works

IRR 487 S 56th Pl.	31.54
487 S 56th Pl. PW Ops Center - Storm	814.10
535 N Abrams Park Rd - Storm	24.80
Roundabout 45th & 3rd	65.17
119 N 3rd Ave Community Park - Water	197.23
109 W Division WWTP - Water	114.02
Green Gables Tract-C Irrigation M	38.78
Cemetery Water Spigots - Water	38.86
301 N 3rd Ave Davis Park - Storm	49.60
315 N 3rd Avenue Davis Park - Water	744.83
487 S 56th Pl. PW Ops Center - Water	126.78
IRR West End S Sevier Rd	38.78
Water Tower (Cemetery)	74.40
Abrams Park Standpipe - Water	38.78
Columbia Hills Irrigation Tract D Cispus Way	77.60
IRR Seven Wells PH3 Tract H	38.78
Green Gables Tract-D Irrigation MET	38.78
109 W Division WWTP - Storm	520.80
Abrams Park Chloine Injector - Storm	24.80
Abrams Park Kitchen & Irrigation - Water	56.32
Cedar Ridge Park - Water	77.57
Blue Heron Community Garden - Water	76.54
Abrams Park Kitchen - Storm	520.80
Columbia Hills Irrigation Tract B Wind River	38.78
Junction Well & Reservoir - Storm	173.60
Abrams Park Restrooms - Water	162.79
2311 N 5th Way Crows Nest Park - Storm	49.60
Green Gables Tract-D Irrigation M	38.78
Abrams Soccer Field	1,696.52
6007 N Ridgefield Woods Dr. - Irrigation	41.64
2311 N 5th Way Crows Nest Park - Water	237.93
8004 S 5th St	24.80
Cedar Ridge Park - Storm	24.80
Park & Ride Lot - Storm	272.80
IRR Horns Corner Park - Storm	24.80
1308 N Heron Dr Hayden Park - Storm	24.80
1101 S Hillhurst Rd - Storm	24.80
1101 S Hillhurst Rd - Water	50.93
IRR S 56th (Temporary) CRWWD Sewer Mitigation Project	296.61
618 Lark Dr Lark Park - Storm	24.80
IRR Horns Corner Park - Water	2,728.31
Green Gables Tract-Q Irrigation M	139.03
618 Lark Dr Lark Park - Water	259.60
Abrams Park Restrooms - Storm	24.80
IRR S Royle Rd & Wells Dr	1,608.67
Cedar Creek Irrigation Tract B	1,720.66
535 N Abrams Park Rd - Water	50.34

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CITY OF RIDGEFIELD WATER & STORM - EPAY	96	0096-202406	Public Works Community Development	IRR SW Corner of Roundabout Union Ridge Pkwy IRR 487 S 56th Pl. 487 S 56th Pl. PW Ops Center - Storm 487 S 56th Pl. PW Ops Center - Water	1,768.39 4.90 103.10 16.06
CITY OF RIDGEFIELD WATER & STORM - EPAY Total					18,087.82
CLARK AND SONS EXCAVATING INC.	2848	2848-20240725	Genl Govt/Facilities	2023 Asphalt Repairs - Retainage	8,477.64
CLARK AND SONS EXCAVATING INC. Total					8,477.64
CLARK COUNTY	102	CI065359	Judicial	Q2.2024 Limited Jurisdiction Cases	500.00
		CI065259	Public Works	05.2024 Whatley Decant Billing	575.70
		CI065326	Public Works	NW Main Ave Water Main Tap PWU-2024-00194	200.00
		CI065265	Judicial	05.2024 Pretrial Supervision & Investigations	3,823.63
CLARK COUNTY Total					5,099.33
CLARK COUNTY FIRE DISTRICT #5	104	12083	Genl Govt/Facilities	Q3.2024 Safety Consortium	54.39
			Public Works	Q3.2024 Safety Consortium	870.61
		12046	Genl Govt/Facilities	07.18.2024 CPR/AED Training	6.99
			Public Works	07.18.2024 CPR/AED Training	175.02
			Community Development	07.18.2024 CPR/AED Training	121.34
			Human Resources	07.18.2024 CPR/AED Training	93.34
			Administration	07.18.2024 CPR/AED Training	186.63
			Finance	07.18.2024 CPR/AED Training	116.68
CLARK COUNTY FIRE DISTRICT #5 Total					1,625.00
CLARK COUNTY TREASURERS OFFICE	554	SIF202406	Genl Govt/Facilities	School Impact Fees	320,720.00
CLARK COUNTY TREASURERS OFFICE Total					320,720.00
CLARK PUBLIC UTILITIES - EPAY	110	7559-485-202406	Genl Govt/Facilities	487 S 56th Pl. - PW Ops Center	51.24
				230 Pioneer St. - City Hall	210.17
			Public Safety	101 Mill St Ste B - Police Station	317.71
				116 N Main Avenue	41.42
			Public Works	487 S 56th Pl. - PW Ops Center	824.27
				911 N 65th Ave Intertie 2 - Water	103.30
				N 3 Av & Simons St - Skate Park	52.62
				N 1st Cir & N 65th Ave - Park & Ride	66.24
				109 W Division St - Electricity	68.89
				214 S Riverview Dr	324.77
				255 S 56th Pl - Electricity	3,486.55
				512 N Allen Dr - Electricity	37.45
				101 S Main Ave - Overlook Park	106.06
				N Abrams Park/E Division	273.73
				800 NE 264 St Intertie 1 - Water	607.17
				SR/Pioneer ST & S 65 AVE	66.06
				337 S Royal Rd.	143.94
				301 N 3rd Ave	210.17
				1504 NW Intertie 3 - Water	699.85
				535 N Abrams Park Rd.	20.14
				400 N Abrams Park Rd	1,446.29
				N 35th Ave and Pioneer St	67.12
				Pioneer St. & Gee Creek Loop - Electricity	37.81
				2300 N 3rd Way Bellwood Trail Lights	37.10

City of Ridgefield

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CLARK PUBLIC UTILITIES - EPAY	110	7559-485-202406	Public Works	Municipal Lighting Lease	10,722.18	
				SR/Pioneer St & S 56 PL	125.05	
				S 5th St & S Union Ridge Pkwy	75.42	
				Traffic Signal - Hillhurst/Royal Rd.	66.32	
				City Park/Water Well	5,199.00	
			Community Development	3701 N 3rd Cir - Electricity	37.10	
				Overlook Park - Electricity	68.53	
				487 S 56th Pl. - PW Ops Center	105.97	
				Public Works	487 S 56th Pl. - PW Ops Center	11.62
CLARK PUBLIC UTILITIES - EPAY Total					25,711.26	
CLARK REGIONAL WASTEWATER DISTRICT - EPAY	741	0741-202406	Genl Govt/Facilities	230 Pioneer St City Hall - Sewer	117.89	
				487 S 56th Pl - PW Ops Center - Sewer	3.93	
				109 W Division WWTP - CRWWD Portion - Sewer	76.30	
			Public Safety	116 N Main Ave PD - Sewer	53.26	
				101 S Main Ave - Overlook Park	53.26	
			Public Works	Abrams Park Concessions Sewer	43.68	
				487 S 56th Pl - PW Ops Center - Sewer	63.07	
				109 W Division WWTP - Sewer	76.29	
				Abrams Park Kitchen - Sewer	48.47	
				Abrams Park Restrooms - Sewer	86.17	
				255 S 56th Pl Well & Reservoir - Sewer	38.90	
				Community Development	487 S 56th Pl - PW Ops Center - Sewer	8.11
				Public Works	487 S 56th Pl - PW Ops Center - Sewer	0.89
			CLARK REGIONAL WASTEWATER DISTRICT - EPAY Total			
CLEARGOV INC.	3109	2023-14071	Information Technology	04.2024-12.2024 ClearGov Clear Plans	11,087.40	
CLEARGOV INC. Total					11,087.40	
COLUMBIAN PUBLISHING	116	47719	Community Development	2024 Municipal Code Amendments	72.00	
		47975	Public Works	11th & Timm Rd Safety Imprv Advertising	900.90	
		47732	Community Development	Raptors Park Petition to Annex PLZ-24-0036	120.60	
		47981	Community Development	Bartlett Shop Land Use	131.40	
COLUMBIAN PUBLISHING Total					1,224.90	
COMCAST - EPAY	2271	2271-202407	Genl Govt/Facilities	PW Ops Communications	13.68	
				PW OPS Internet Services	10.40	
				CH Internet Services	409.26	
				CH Communicatons	66.62	
				RACC Internet Services	65.34	
			Public Safety	101 Mill St - Police Department	22.92	
				Public Works	PW Ops Communications	222.67
			Community Development	PW OPS Internet Services	168.96	
				PW Ops Communications	28.23	
				PW OPS Internet Services	21.44	
				RACC Internet Services	135.45	
COMCAST - EPAY Total					1,164.97	
COMCAST BUSINESS - EPAY	1666	209180352	Genl Govt/Facilities	06.2024 Communications - 487 S 56th Pl. - PW Ops Center	99.96	
		Public Works	06.2024 Communications - 487 S 56th Pl. - PW Ops Center	1,628.38		
			06.2024 Communications - 487 S 56th Pl. - PW Ops Center	206.37		
			209180355	Public Safety	06.2024 Communications - 101 Mill St PD	911.23

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COMCAST BUSINESS - EPAY Total					2,845.94
CONSOR NORTH AMERICA INC.	3949	C232644WA.00-10	Public Works	06.2024 S Royle Rd S 15th to S 5th - Construction Mgmt	58,432.81
		C240750WA.00-2	Public Works	06.2024 Pioneer Widening - Construction Mgmt	20,948.27
CONSOR NORTH AMERICA INC. Total					79,381.08
Deane Steve	UB*01017	(blank)	Genl Govt/Facilities	Refund Check 013107-000 2303 S Taverner Ct	84.14
Deane Steve Total					84.14
DEPARTMENT OF LICENSING - EPAY	154	87692315	Public Works	Driving Record - Ashenfelter	11.25
			Community Development	Driving Record - Ashenfelter	3.75
		RG0001662-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001660-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001659-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001653-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001656-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001666-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001654-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001657-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001651-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001658-2024	Genl Govt/Facilities	CPL Fees	21.00
		RG0001652-2024	Genl Govt/Facilities	CPL Fees	21.00
		RG0001661-2024	Genl Govt/Facilities	CPL Fees	21.00
		RG0001655-2024	Genl Govt/Facilities	CPL Fees	18.00
DEPARTMENT OF LICENSING - EPAY Total					258.00
ELCOR INC	2081	MSG-17823	Public Safety	06.2024 IT Services	5,768.54
			Public Works	06.2024 IT Services	5,549.39
			Community Development	06.2024 IT Services	4,313.42
			Information Technology	06.2024 IT Services	6,963.83
		17768	Public Works	Backup Battery - Ashenfelter	78.27
			Community Development	Backup Battery - Ashenfelter	15.65
			Information Technology	Backup Battery - Ashenfelter	10.42
		OCBF-17824	Public Safety	06.2024 GCC Monthly Billing	1.78
			Public Works	06.2024 GCC Monthly Billing	1.72
			Community Development	06.2024 GCC Monthly Billing	1.33
			Information Technology	06.2024 GCC Monthly Billing	2.16
		17769	Public Safety	GCC Migration Tools	2,628.31
			Public Works	GCC Migration Tools	2,528.45
			Community Development	GCC Migration Tools	1,965.31
			Information Technology	GCC Migration Tools	3,172.91
		17770	Community Development	Docking Station - Kevin Haines	270.00
		17771	Public Works	AC Adapter - Ryan Thamert	58.69
ELCOR INC Total					33,330.18
ERIC L EISEMANN	485	0485-20240725	Community Development	03.2024-06.2024 Carty Road Development Regulations	6,450.00
		0485-202406	Community Development	06.2024 Planning Consulting Services	9,200.00
ERIC L EISEMANN Total					15,650.00
EVERGREEN SOLUTIONS LLC	3548	1340-2	Community Development	2024 Class and Comp Study	1,825.00
			Human Resources	2024 Class and Comp Study	7,300.00
EVERGREEN SOLUTIONS LLC Total					9,125.00
EXPRESS SERVICES INC.	4012	30976595	Public Works	06.24.2024-06.30.2024 PWFAC Temp Services - Bartroff	1,125.60

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EXPRESS SERVICES INC.	4012	31000840	Public Works	07.01.2024-07.07.2024 PWFAC Temp Services - Ward	1,125.60	
		30976596	Public Works	06.24.2024-06.30.2024 PWSTW Temp Services - Smith	1,206.00	
		31000838	Public Works	07.01.2024-07.07.2024 PWFAC Temp Services - Bartroff	1,125.60	
		30976597	Public Works	06.24.2024-06.30.2024 PWFAC Temp Services - Ward	1,125.60	
		31000839	Public Works	07.01.2024-07.07.2024 PWSTW Temp Services - Smith	1,206.00	
EXPRESS SERVICES INC. Total						6,914.40
FERGUSON ENTERPRISES INC # 8423	181	1267107	Public Works	Yellow Hydrant Cap	537.08	
		1269458	Public Works	Water Meter Inventory	14,121.13	
FERGUSON ENTERPRISES INC # 8423 Total						14,658.21
FERNANDO JIMENEZ	2559	1748	Public Works	Abrams Park Fence Repair Service	1,742.68	
FERNANDO JIMENEZ Total						1,742.68
GMLC PROPERTY MANAGEMENT	4044	503537866	Genl Govt/Facilities	Business License refund 503537866	50.00	
GMLC PROPERTY MANAGEMENT Total						50.00
GRAYLING ENGINEERS PLLC	3877	1099	Public Works	06.2024 Water Main Replacement - Pioneer to Shorbert	20,682.47	
GRAYLING ENGINEERS PLLC Total						20,682.47
H.D. FOWLER COMPANY	2036	16742414	Public Works	Hydrant Hoses & Gaskets	880.25	
H.D. FOWLER COMPANY Total						880.25
HALME EXCAVATING INC.	2746	24164	Public Works	Water Service Line Inspection and Reporting	18,809.89	
HALME EXCAVATING INC. Total						18,809.89
HAMPTON AUTO GLASS	906	65175	Public Safety	PD Vehicle Window Repair	792.93	
HAMPTON AUTO GLASS Total						792.93
HARRY'S KEY SERVICE INC.	982	573509	Public Safety	101 Mill St Ste 101 Keys	26.90	
HARRY'S KEY SERVICE INC. Total						26.90
HD SUPPLY INC.	3886	INV00406263	Public Works	PWUTIL PVC Bushings	181.95	
		INV00406512	Public Works	PWUTIL Bushings/Adapter/Connector	291.79	
		INV00413003	Genl Govt/Facilities	PWFAC Respirator Cartridges	19.37	
			Public Works	PWFAC Respirator Cartridges	138.44	
		INV00408223	Public Works	PWUTIL Bushings	18.66	
HD SUPPLY INC. Total						650.21
HOME DEPOT VISA - EPAY	1805	1974854	Genl Govt/Facilities	PWFAC Tools for Delgado's Truck	81.18	
				PWFAC Supplies for Delgado's Truck	1.39	
			Public Works	PWFAC Tools for Delgado's Truck	580.38	
				PWFAC Supplies for Delgado's Truck	9.96	
		9015389	Public Works	Overlook Park Supplies - Ferrule and Stop Set & Galvanized Wire	124.33	
HOME DEPOT VISA - EPAY Total						797.24
HUMANE SOCIETY FOR SW WASHINGTON	526	5543	Public Safety	Q2.2024 Animal Control	4,887.50	
		5547	Public Safety	Q1.2024 Animal Control - Corrected Rates	3,293.75	
HUMANE SOCIETY FOR SW WASHINGTON Total						8,181.25
INTERMEDIA.NET INC.	3804	2407300643	Information Technology	06.2024 Voice Service Charges	94.89	
INTERMEDIA.NET INC. Total						94.89
J2 BLUE PRINT SUPPLY	243	AR154464	Genl Govt/Facilities	4th of July and Wednesday Signage	272.84	
J2 BLUE PRINT SUPPLY Total						272.84
JACOBS ENGINEERING GROUP INC.	3349	W3X87401-22	Public Works	05.2024-06.2024 Screen Design/Engineering Services	4,094.75	
JACOBS ENGINEERING GROUP INC. Total						4,094.75
JANEAN Z PARKER	2199	243	Public Works	06.2024 Legal Services	68.75	
			Community Development	06.2024 Legal Services	2,887.50	
			Legal	06.2024 Legal Services	7,225.00	

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JANEAN Z PARKER Total						10,181.25
Jeffries Construction LLC	UB*01009	(blank)	Genl Govt/Facilities	Refund Check 015424-000 Hydrant Meter S 1317 Timm Rd	431.74	
Jeffries Construction LLC Total						431.74
Jensen Bill	UB*01018	(blank)	Genl Govt/Facilities	Refund Check 013445-000 805 N Raven Dr	156.34	
Jensen Bill Total						156.34
JOSHUA NATHAN	3629	3629-20240725	Genl Govt/Facilities	WABO Welding Certificate Reimb. - J. Nathan	9.00	
			Public Works	WABO Welding Certificate Reimb. - J. Nathan	51.00	
JOSHUA NATHAN Total						60.00
JULIE SWARTS	3875	3875-20240729	Public Works	Water Distribution Manager Exam Review Meals - Swarts	224.00	
JULIE SWARTS Total						224.00
KIRK JOHNSON	1716	1716-20240725	Finance	05.2024-06.2024 Mileage Reimb. - Johnson	156.24	
KIRK JOHNSON Total						156.24
L.N. CURTIS AND SONS	3075	INV837794	Public Safety	Long Sleeve Polo - Steward	102.16	
		INV843038	Public Safety	Softshell Jacket & Cap - Steward	135.83	
		INV839208	Public Safety	Long Sleeve Shirt & Cap - Lucero	104.35	
		INV842980	Public Safety	ArmorSkin Long Sleeve Shirt - Triber	123.92	
		INV840855	Public Safety	Long Sleeve Shirt - Lucero	47.83	
		INV837799	Public Safety	Long Sleeve Polo - Andrew	51.08	
L.N. CURTIS AND SONS Total						565.17
LANGUAGE LINE SERVICES INC.	3122	11345150	Judicial	06.2024 Interpreting Services - PD	37.53	
		11336986	Genl Govt/Facilities	06.2024 Interpreting Services - CH	3.23	
LANGUAGE LINE SERVICES INC. Total						40.76
LEPS-PSS PLLC	3896	4832	Public Safety	Post-COE Psychological Evaluation	900.00	
LEPS-PSS PLLC Total						900.00
LES SCHWAB GROUP HOLDINGS LLC	4006	43700016325	Public Safety	2014 Ford Explorer 48616D - Wheel Alignment	141.30	
LES SCHWAB GROUP HOLDINGS LLC Total						141.30
MARIUS L MALATTIA	1817	182	Community Development	06.2024 Design Reviews	468.75	
MARIUS L MALATTIA Total						468.75
MAUL FOSTER ALONGI INC.	834	61466	Public Works	06.2024 Park Laundry Site Cleanup and Environmental Services	40,483.19	
MAUL FOSTER ALONGI INC. Total						40,483.19
MINERT AND ASSOCIATES INC.	981	333413	Genl Govt/Facilities	Drug and Alcohol Testing	14.48	
			Public Works	Drug and Alcohol Testing	269.52	
MINERT AND ASSOCIATES INC. Total						284.00
MINUTEMAN PRESS (NORTH)	3278	11547	Public Works	Name Badges - Cory Crownhart & John Rafanelli (Parks Board)	38.99	
MINUTEMAN PRESS (NORTH) Total						38.99
MODERN MARKETING	3014	MMI157981	Genl Govt/Facilities	PD Badge Stickers	(33.93)	
			Public Safety	PD Badge Stickers	423.93	
MODERN MARKETING Total						390.00
NAPA AUTO PARTS	498	432368	Genl Govt/Facilities	PW Shop WD40/Rags/Windshield Wash	9.87	
			Public Works	PW Shop WD40/Rags/Windshield Wash	158.04	
NAPA AUTO PARTS Total						167.91
NEW DAY PEST MANAGEMENT LLC	4004	11400	Genl Govt/Facilities	07.2024 Pest Control - PW Ops	8.37	
			Public Works	07.2024 Pest Control - PW Ops	136.31	
			Community Development	07.2024 Pest Control - PW Ops	17.28	
		11401	Genl Govt/Facilities	07.2024 Pest Control - 109 Division	107.61	
NEW DAY PEST MANAGEMENT LLC Total						269.57
NORTHSIDE FORD TRUCK SALES INC	3281	285996	Public Works	PWUTIL 2020 Ford F350 70455D - Oil Change	89.34	

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NORTHSIDE FORD TRUCK SALES INC	3281	285996	Community Development	PWUTIL 2020 Ford F350 70455D - Oil Change	3.48	
NORTHSIDE FORD TRUCK SALES INC Total					92.82	
NORTHWEST NATURAL GAS - EPAY	315	0315-202406	Genl Govt/Facilities	487 S 56th PW Ops #A - Natural Gas	1.27	
				487 S 56th PW Ops #B - Natural Gas	10.75	
				109 Division PW Shop - Natural Gas	1.77	
				230 Pioneer St City Hall - Natural Gas	43.86	
			Public Safety	116 N Main Police Department - Natural Gas	15.68	
				101 Mill St Police Department - Natural Gas	71.65	
			Public Works	487 S 56th PW Ops #A - Natural Gas	20.48	
				487 S 56th PW Ops #B - Natural Gas	169.61	
			Community Development	109 Division PW Shop - Natural Gas	27.98	
				487 S 56th PW Ops #A - Natural Gas	2.64	
				Public Works	487 S 56th PW Ops #A - Natural Gas	0.29
				487 S 56th PW Ops #B - Natural Gas	2.78	
			109 Division PW Shop - Natural Gas	0.46		
			NORTHWEST NATURAL GAS - EPAY Total			
OTAK INC.	1787	62400439	Community Development	06.2024 Commercial Project Management	9,305.50	
OTAK INC. Total					9,305.50	
PACIFIC OFFICE AUTOMATION - LEASE	1564	587918701	Genl Govt/Facilities	07.2024 Copier Lease - RACC	209.49	
				07.2024 Copier Lease - CH	643.98	
			Public Safety	07.2024 Copier Lease - PD	596.24	
				Public Works	07.2024 Copier Lease - PWUTIL	44.64
			Community Development	07.2024 Copier Lease - RACC	434.49	
			PACIFIC OFFICE AUTOMATION - LEASE Total			
PAHLISCH HOMES INC.	4045	4045-20240725	Public Works	Kennedy Well Field - Sanderling Park Municipal Wells	6,500.00	
PAHLISCH HOMES INC. Total					6,500.00	
PBS ENGINEERING AND ENVIRONMENTAL LLC	342	0078194.000-2	Public Works	05.2024 Systemic Horizontal Curve Safety Improvements	3,795.25	
PBS ENGINEERING AND ENVIRONMENTAL LLC Total					3,795.25	
Perleth Blayne	UB*01013	(blank)	Genl Govt/Facilities	Refund Check 005570-000 915 Pioneer St	21.38	
Perleth Blayne Total					21.38	
PHOENIX ASPHALT MAINTENANCE COMPANY INC.	4046	51988	Public Works	Crack Sealant & Rubber Blade	4,488.02	
		52114	Public Works	Crack Sealant	2,210.96	
PHOENIX ASPHALT MAINTENANCE COMPANY INC. Total					6,698.98	
PORTLAND COMPRESSOR INC	3273	764697	Genl Govt/Facilities	PW Shop Compressor Repair - Overheating	161.85	
			Public Works	PW Shop Compressor Repair - Overheating	2,590.81	
PORTLAND COMPRESSOR INC Total					2,752.66	
PORTLAND ENGINEERING INC	2082	12497	Public Works	06.2024 AB006 Ridgefield Services	1,757.68	
PORTLAND ENGINEERING INC Total					1,757.68	
PROVIDENCE HEALTH & SERVICES OREGON	3530	51935	Public Works	DOT Physical Exam	100.00	
PROVIDENCE HEALTH & SERVICES OREGON Total					100.00	
PUBLIC SAFETY TESTING	354	2024-683	Public Safety	Q2.2024 Subscription Fees	135.00	
PUBLIC SAFETY TESTING Total					135.00	
RAZ CONSTRUCTION CO.	4036	7717	Public Works	116 N Main Demolition	45,654.00	
RAZ CONSTRUCTION CO. Total					45,654.00	
RIDGEFIELD 4TH OF JULY	2788	2788-20240725	Genl Govt/Facilities	4th of July 2024 Event Vendors	3,140.00	
RIDGEFIELD 4TH OF JULY Total					3,140.00	
RIDGEFIELD HARDWARE	376	0376-202406	Genl Govt/Facilities	2024 Operational Supplies & Tools	23.50	

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RIDGEFIELD HARDWARE	376	0376-202406	Public Safety	2024 Operational Supplies & Tools	12.31
			Public Works	2024 Operational Supplies & Tools	530.69
RIDGEFIELD HARDWARE Total					566.50
RIDGEFIELD SCHOOL DISTRICT	378	1002300127	Genl Govt/Facilities	06.2024 RACC Operating Expense - Electricity	463.95
				06.2024 RACC Operating Expense - Wastewater	38.80
				06.2024 RACC Operating Expense - Janitorial	628.06
				06.2024 RACC Operating Expense - Garbage	39.75
				06.2024 RACC Operating Expense - Water	169.23
			Community Development	06.2024 RACC Operating Expense - Electricity	962.27
				06.2024 RACC Operating Expense - Wastewater	80.48
				06.2024 RACC Operating Expense - Janitorial	1,302.64
				06.2024 RACC Operating Expense - Garbage	82.45
				06.2024 RACC Operating Expense - Water	351.01
RIDGEFIELD SCHOOL DISTRICT Total					4,118.64
SITEONE LANDSCAPE SUPPLY LLC	2951	143528719-001	Public Works	Parks Irrigation System Parts	49.64
		143466768-001	Public Works	Parks Irrigation System Parts	3.76
SITEONE LANDSCAPE SUPPLY LLC Total					53.40
SPRINGBROOK - GROUP EPAY	3544	240721926	Public Works	06.2024 UB Web Payments	89.33
SPRINGBROOK - GROUP EPAY Total					89.33
SPRINGBROOK SOFTWARE LLC	3444	INV-17652	Public Works	06.2024 Customer Web Payments	711.05
SPRINGBROOK SOFTWARE LLC Total					711.05
STATE AUDITOR'S OFFICE	524	L162263	Finance	06.2024 Audit Services	1,530.10
STATE AUDITOR'S OFFICE Total					1,530.10
STATE OF WA DEPARTMENT OF REVENUE - EPAY	156	0-041-365-176	Genl Govt/Facilities	06.2024 B&O and Excise Tax	1,836.25
			Public Works	06.2024 B&O and Excise Tax	4,922.48
STATE OF WA DEPARTMENT OF REVENUE - EPAY Total					6,758.73
STERICYCLE INC	2504	8007633709	Genl Govt/Facilities	06.2024 Secure Shredding - PW Ops	5.54
			Public Safety	06.2024 Secure Shredding - PD	47.59
			Public Works	06.2024 Secure Shredding - PW Ops	90.34
			Community Development	06.2024 Secure Shredding - PW Ops	11.45
		8007685723	Genl Govt/Facilities	06.2024 Secure Shredding - RACC	18.43
				06.2024 Secure Shredding - CH	33.28
			Community Development	06.2024 Secure Shredding - RACC	38.24
STERICYCLE INC Total					244.87
THE MASTERS TOUCH LLC	1786	P91318	Public Works	06.2024 UB Statements - Postatge	1,906.26
		91538	Public Works	06.2024 UB Final Bills	90.51
		P91538	Public Works	06.2024 UB Final Bills - Postatge	35.04
		91318	Public Works	06.2024 UB Statements	1,299.69
THE MASTERS TOUCH LLC Total					3,331.50
THE PARR COMPANY	964	26702949	Public Works	Lark Park Playground Lumber	183.92
		26703046	Genl Govt/Facilities	PWFAC Drill Bits & Blade Set	2.82
			Public Works	PWFAC Drill Bits & Blade Set	20.08
		26702792	Public Works	Park & Ride Trash Cans	108.24
THE PARR COMPANY Total					315.06
TOTAL MECHANICAL INC.	3756	124465	Genl Govt/Facilities	05.2023 HVAC Maintenance - PW Ops	29.35
				05.2023 HVAC Maintenance - CH	460.62
			Public Safety	05.2023 HVAC Maintenance - PD	218.49

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TOTAL MECHANICAL INC.	3756	124465	Public Works	05.2023 HVAC Maintenance - PW Ops	478.97
			Community Development	05.2023 HVAC Maintenance - PW Ops	60.72
		124648	Genl Govt/Facilities	02.2024 HVAC Maintenance - PW Ops	30.25
				02.2024 HVAC Maintenance - CH	474.21
			Public Safety	02.2024 HVAC Maintenance - PD	225.28
			Public Works	02.2024 HVAC Maintenance - PW Ops	493.37
			Community Development	02.2024 HVAC Maintenance - PW Ops	62.54
TOTAL MECHANICAL INC. Total					2,533.80
TOWNZEN & ASSOCIATES INC.	3450	24-099	Community Development	06.2024 Building Plan Review	1,050.00
TOWNZEN & ASSOCIATES INC. Total					1,050.00
UNIFIRST CORPORATION	3904	2240119623	Genl Govt/Facilities	07.02.2024 PW Ops Floor Mats	1.69
				07.02.2024 PWFAC Uniforms	12.10
			Public Works	07.02.2024 PW Ops Floor Mats	27.50
				07.02.2024 PWFAC Uniforms	86.55
				07.02.2024 PWUTIL Uniforms	40.30
				07.02.2024 PWSTW Uniforms	58.50
			Community Development	07.02.2024 PW Ops Floor Mats	3.48
		2240119621	Genl Govt/Facilities	07.02.024 Floor Mats - CH	16.46
		2240119620	Genl Govt/Facilities	07.02.2024 Floor Mats - RACC	3.41
			Community Development	07.02.2024 Floor Mats - RACC	7.08
		2240121710	Genl Govt/Facilities	07.09.2024 Floor Mats - RACC	3.41
			Community Development	07.09.2024 Floor Mats - RACC	7.08
		2240119622	Public Safety	07.02.2024 Floor Mats - PD	39.52
		2240121715	Public Safety	07.09.2024 Floor Mats - PD	39.52
		2240121712	Genl Govt/Facilities	07.02.2024 Floor Mats - CH	16.46
UNIFIRST CORPORATION Total					363.06
VAIRKKO TECHNOLOGIES LLC	3699	27563	Genl Govt/Facilities	07.2024 PD Scheduling Software	(18.07)
			Public Safety	07.2024 PD Scheduling Software	225.77
VAIRKKO TECHNOLOGIES LLC Total					207.70
VANCOUVER BOLT AND SUPPLY	447	VA-204054	Public Works	Lark Park Playground Bolts	62.69
VANCOUVER BOLT AND SUPPLY Total					62.69
VERIZON WIRELESS - EPAY	452	9967758579	Genl Govt/Facilities	PW iPad and Cellphones	38.78
				General iPad and Cellphones	47.19
			Public Safety	PD iPad and Cellphones	755.12
			Public Works	PW iPad and Cellphones	621.95
			Community Development	CDD iPad and Cellphones	283.17
			Council	Council iPad and Cellphones	519.15
			Administration	Admin iPad and Cellphones	377.56
			Finance	Finance iPad and Cellphones	47.19
			Executive	Executive iPad and Cellphones	47.19
		9967758581	Genl Govt/Facilities	PW Cellphones	85.61
				General Cellphones	141.14
			Public Safety	PD Cellphones	658.67
			Public Works	PW Cellphones	1,372.89
			Community Development	CDD Cellphones	611.63
			Council	Council Cellphones	47.05
			Administration	Admin Cellphones	235.24

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VERIZON WIRELESS - EPAY	452	9967758580	Public Works	06.2024 Hillhurst Pedestrian Crossing	145.17
VERIZON WIRELESS - EPAY Total					6,034.70
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS	459	INV032075	Public Safety	WASPC Conference Registration - Lt. Andrew	500.00
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS Total					500.00
WALLIS ENGINEERING PLLC	464	17570	Public Works	06.2024 Gee Creek Loop Improvements	13,900.41
WALLIS ENGINEERING PLLC Total					13,900.41
WAPITI NW LLC	2545	41363	Public Works	John Deere 6105 - PWSTW/Streets	3,276.79
WAPITI NW LLC Total					3,276.79
WASHINGTON STATE PATROL	463	I2407255	Genl Govt/Facilities	06.2024 Background Checks - CPL	132.50
WASHINGTON STATE PATROL Total					132.50
WELLS FARGO - EPAY	1681	202406-9687	Genl Govt/Facilities	Moore Amzn Mktp Us Safety Glasses - PW Shop	3.10
				Moore Amzn Mktp Us Baseball Hats - PW Ops	16.05
				Moore Amazon Mktp Compressed Air Chuck - PW Shop	0.41
				Moore Amazon.Com Coffee/Note Pad - CH	52.71
				Moore Amazon.Com Index Cards - PW Ops	0.50
				Moore Amzn Mktp Us Calendar - PW Fac	3.60
				Moore Amazon Mktp Paper Towels/Spoons - PW Ops/Shop	2.36
				Moore Amzn Mktp Us PPE Storage Locker - PW Shop	21.48
				Moore Amzn Mktp Us Onboarding Cardstock - HR	17.07
				Moore Amzn Mktp Us Ipad Charger - City Meetings	7.57
				Moore Amzn Mktp Us Room Markers/Notebooks - PW Ops	2.95
				Moore Amzn Mktp Us Sharpies - PW Ops	2.65
				Moore Amazon Mktp Communication Board Borders	41.24
				Moore Amazon Mar Potholders/Cups/Utensils/Pencils - PW Ops	6.79
				Moore Amazon Mktp Pens/Tape Dispenser/Notebooks/Marker - PW Ops	15.84
				Moore Amazon Mktp Stapler - PW Ops	0.52
				Moore Amzn Mktp Us Folding Table - Dragon Boats	68.33
				Moore Amazon Mktp Phone Case - Ashenfelter (Cap Projects)	0.54
				Moore Amazon Mar Office Chair - Lazzarini	24.45
				Moore Amazon.Com First Aid Kits - PW Ops	5.10
				Moore Amazon Mktp Door Chime - CH	25.76
				Moore Amazon Mktp Table Covers/Paint Brushes/Bowls - City Days	43.23
				Moore Amazon.Com Dish Soap - Racc	4.75
				Moore Amazon Mktp Folders - HR	57.69
				Moore Amazon.Com Safety Harness - PW Fac	31.15
				Moore Amazon Mktp Candy - 4th Of July	557.90
				Moore Amazon Mktp Wrapping Paper - 4th Of July	46.78
				Moore Amzn Mktp Us Copy Paper - CH	60.85
				Moore Amazon Mktp Capes - Events	61.94
				Moore Amazon Mktp Disposable Gloves - City Days	28.22
				Moore Amazon Mktp Dusters - CH	15.70
				Moore Amzn Mktp Us Candy - 4th of July	1,237.80
				Moore Amzn Mktp Us Candy - CH	17.62
			Public Safety	Moore Amzn Mktp Us Phone Case - PD	12.71
				Moore Amzn Mktp Us Emergency PFDs - PD	885.66
				Moore Amazon Mktp Holsters - PD	293.46
				Moore Amazon Mktp Gloves/Batteries/Water Filter - PD	101.81

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WELLS FARGO - EPAY

1681

202406-9687

Public Safety

Moore Amzn Mktp Us Scissors - PD 13.58

Moore Amazon Mktpl Flashlight - PD 9.66

Moore Amzn Mktp Us Mag Pouch - PD 19.46

Moore Amzn Mktp Us Sling Mount - Firearms - PD 15.21

Moore Amazon Mktpl Paper - PD 43.47

Moore Amazon Mktpl Chest Seal/Gauze - PD 82.92

Moore Amzn Mktp Us Rifle Sling - PD 41.20

Moore Amzn Mktp Us Cleaning Towels - PD 21.90

Moore Amazon Mktpl Mag Pouch - PD 19.46

Moore Amzn Mktp Us Whiteout/Copy Paper - PD 57.59

Moore Amazon Mktpl Emergency Bandages - PD 14.12

Public Works Moore Amzn Mktp Us Safety Glasses - PW Shop 49.67

Moore Amzn Mktp Us Tv - Ashenfelter (Cap Projects) 375.66

Moore Amzn Mktp Us Baseball Hats - PW Ops 261.80

Moore Amazon Mktpl Compressed Air Chuck - PW Shop 6.55

Moore Amzn Mktp Us Keyboard - Thamert 32.60

Moore Amazon.Com Index Cards - PW Ops 8.23

Moore Amzn Mktp Us Calendar - PW Fac 25.74

Moore Amazon Mktpl Paper Towels/Spoons - PW Ops/Shop 38.20

Moore Amzn Mktp Us PPE Storage Locker - PW Shop 343.74

Moore Amzn Mktp Us Room Markers/Notebooks - PW Ops 48.12

Moore Amzn Mktp Us Sharpies - PW Ops 43.23

Moore Amazon.Com Hdmi Cord - Ashenfelter (Cap Projects) 6.87

Moore Amazon Mar Potholders/Cups/Utensils/Pencils - PW Ops 110.71

Moore Amazon Mktpl Pens/Tape Dispenser/Notebooks/Marker- PW Ops 61.40

Moore Amazon Mktpl Pens/Tape Dispenser/Notebooks/Marker - PW Ops 196.99

Moore Amazon Mktpl Stapler - PW Ops 8.51

Moore Amazon Mktpl Phone Case - Ashenfelter (Cap Projects) 9.23

Moore Amazon.Com First Aid Kits - PW Ops 83.27

Moore Amazon.Com Safety Harness - PW Fac 222.74

Moore Amzn Mktp Us Hard Hat/Clock - Storm 50.85

Moore Amzn Mktp Us Mower Blades - Parks 225.44

Moore Amazon Mktpl Thermometer - Splash Pad 45.63

Moore Amzn Mktp Us Picture Frame - Parks 24.96

Community Development Moore Amzn Mktp Us Tv - Ashenfelter (Cap Projects) 41.74

Moore Amzn Mktp Us Baseball Hats - PW Ops 33.19

Moore Amazon.Com Index Cards - PW Ops 1.04

Moore Amazon Mktpl Paper Towels/Spoons - PW Ops/Shop 2.83

Moore Amzn Mktp Us Room Markers/Notebooks - PW Ops 6.10

Moore Amzn Mktp Us Sharpies - PW Ops 5.48

Moore Amazon.Com Hdmi Cord - Ashenfelter (Cap Projects) 0.76

Moore Amazon Mar Potholders/Cups/Utensils/Pencils - PW Ops 14.04

Moore Amazon Mktpl Pens/Tape Dispenser/Notebooks/Marker - PW Ops 32.75

Moore Amazon Mktpl Stapler - PW Ops 1.08

Moore Amazon Mktpl Phone Case - Ashenfelter (Cap Projects) 1.09

Moore Amazon Mar Office Chair - Lazzarini 138.58

Moore Amazon.Com Portable Printers For Inspectors - CDD 476.10

City of Ridgefield

Claims Payment Report

For Approval on:

July 25th, 2024

WELLS FARGO - EPAY

1681

202406-9687	Community Development	Moore Amazon.Com First Aid Kits - PW Ops	10.55
		Moore Amazon.Com Dish Soap - Racc	9.84
		Moore Amazon.Com Mouse - CDD	9.88
	Council	Moore Amzn Mktp Us Polo Shirts - Council	54.30
	Administration	Moore Amazon Mktp Camera Batteries/Charger - Communications	65.25
202406-2114	Genl Govt/Facilities	Stuart Usps Roll Of Stamps For Mailing City Correspondence	68.00
	Executive	Stuart Rosauers Food & Dru Mtg With City Councilors	37.15
		Stuart Cov Parking Paystation Meeting With Wsdot Sw Wa Director	1.75
		Stuart Ace Parking 3179 Mayor And City Manager Meeting With Ymca	24.00
		Stuart La Catrina Meeting With Residential Developer	19.30
		Stuart Poca Pasta Interview With College Student RE Public Svc	12.85
		Stuart The Columbian Circ 2 2 Back Months Subscripition	25.00
		Stuart The Columbian Circ 2 Monthly Subscription	12.50
		Stuart Cov Parking Paystation Parking For Awc Conference	8.75
202406-9437	Public Safety	Steele-Hoots Odot DMV Background Investigations - PD	4.30
		Steele-Hoots Galls Service Pin - Erazo	32.98
		Steele-Hoots Promotions Now Swag Pencils/Stickers/Bags/Bracelets	849.02
		Steele-Hoots Usps Badge Repair Postage - PD	5.40
		Steele-Hoots 4Imprint Swag Key Chains - PD	321.27
		Steele-Hoots Galls Service Pin Replacement - PD	22.45
		Steele-Hoots Galls Name Plate - Erazo	15.88
		Steele-Hoots Tlo Transunion Background Investigations - PD	81.53
		Steele-Hoots Usps Patches To Uniform Shop Postage - PD	10.35
		Steele-Hoots Costco Tissue/Soap/Batteries/Coffee - PD	124.80
202406-0187	Genl Govt/Facilities	Melroy Tractor Supply Hose Nozzle/Sprayer - PW Shop	2.68
		Melroy Tractor Supply Hitch Pins - PW FAC	1.84
		Melroy Tractor Supply Sprayer/Hitch Pins - PW Shop/FAC/CH WA TAX	(5.28)
		Melroy Tractor Supply Rakes & Shovel- PW FAC	18.01
		Melroy Tractor Supply Vinegar - CH	5.43
	Public Works	Melroy Jacks Vip Auto Vehicle Detail 2022 74573D - PW UTIL	365.51
		Melroy Tractor Supply Hose Nozzle/Sprayer - PW Shop	20.33
		Melroy Tractor Supply Hitch Pins - PW FAC	0.41
		Melroy Tractor Supply Hitch Pins - PW FAC	12.73
		Melroy Tractor Supply Hose Nozzle/Sprayer - PW Shop	22.61
		Melroy Tractor Supply Rakes & Shovel- PW FAC	128.70
		Melroy Keller Supply Irrigation Pipe Reamer - Parks	72.72
	Community Development	Melroy Jacks Vip Auto Vehicle Detail 2022 74573D - PW UTIL	14.24
202406-4252	Genl Govt/Facilities	Blake Uline Eoc Safety Vests - Safety Committee	298.50
		Blake Target Personal Charge - Invoiced	25.06
202406-0745	Genl Govt/Facilities	Doriot 4Bros Taser Holster Adapters - PD WA Sales Tax	(8.81)
		Doriot 4Bros Taser Holster Adapter - PD WA Sales Tax	(4.06)
		Doriot Dirty Ds Detailing Taurus Detail/Graphic Removal WA Tax	(21.75)
	Public Safety	Doriot Blue Force Gear Micro Trauma Kit - PD	183.82
		Doriot 4Bros Taser Holster Adapters - PD	110.02
		Doriot J2 Blueprint Supply Co Firearms Retailer Signs - PD	209.25
		Doriot 4Bros Taser Holster Adapter - PD	50.68
		Doriot Dirty Ds Detailing Taurus Detail/Graphic Removal	271.75

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WELLS FARGO - EPAY	1681	202406-4870	Finance	Johnson Government Finance Office Application - Finance Award	460.00
				Johnson Cov Parking Paystation LTIF Convention Parking - Johnson	1.50
				Johnson The Columbian Monthly Columbian Subscription - Johnson	12.50
		202406-9102	Genl Govt/Facilities	Allen Customsigns.Com PC/Roundabout Committee Signs	31.36
				Allen Customsigns.Com PC/Roundabout Signs WA Sales Tax	(2.51)
			Council	Allen Beards Frame Shop Mayors Picture Frame - CH Mayor Wall	93.36
				Allen On The Spot Engraving Mayor Plaques - CH Mayor Wall	27.13
				Allen Ridgefield Hardware Mayor Picture Hardware - Mayor Wall	5.43
			Human Resources	Allen Costco By In Car Wellness Snacks	878.07
		202406-5756	Genl Govt/Facilities	Rubioromero Primo Water Water Delivery Service - PW Ops	6.18
				Rubioromero Primo Water Water Delivery Service - Racc	33.97
				Rubioromero Primo Water FI Water Delivery Service - PW Ops	0.90
			Public Safety	Rubioromero Siptrunk Telephone Service - PD	227.35
			Public Works	Rubioromero Primo Water Water Delivery Service - PW Ops	111.71
				Rubioromero Primo Water FI Water Delivery Service - PW Ops	3.76
				Rubioromero Ccsi Efax Efax 1Yr Software - PW Util	204.71
			Community Development	Rubioromero Primo Water Water Delivery Service - PW Ops	12.79
				Rubioromero Primo Water Water Delivery Service - Racc	70.47
				Rubioromero Primo Water FI Water Delivery Service - PW Ops	1.85
			Information Technology	Rubioromero Mailchimp Social Media WA Sales Tax	(0.24)
				Rubioromero Etextingcom Text And Sms Marketing - Annual Renewal	375.67
				Rubioromero Zoom Meeting Platform	60.86
				Rubioromero Amazon Web Web Audio Backup WA Sales Tax	(0.05)
				Rubioromero Amazon Web Web Audio Backup	0.65
				Rubioromero Spotify Usa Monthly Music - CH	11.95
				Rubioromero Mailchimp Social Media	28.81
				Rubioromero Adobe Adobe Software - Communications Specialist	59.77
				Rubioromero Canva Online Graphic Design Subscr. - Communications	119.40
		202406-3035	Genl Govt/Facilities	Giles Woodland Pallet Pallets - Events	113.05
			Public Works	Giles Sandys Sign & Design Boyse Park Sign	244.12
				Giles Jacks Vip Auto Detail Vehicle Detail - PW UTIL	313.29
				Giles Haven Spa Pool & Heart Sensors - Splash Pad	1,078.22
				Giles CRWWD Abandonment Permit - 116 N Main	66.40
			Community Development	Giles Jacks Vip Auto Detail Vehicle Detail - PW UTIL	12.21
		202406-6996	Genl Govt/Facilities	Demoss 4Imprint Coasters/Straws - City Days	370.52
			Human Resources	Demoss Sticker Mule Keychains - Employees	77.18
				Demoss 4Imprint Coasters/Straws - June All Hands Meeting	251.02
			Administration	Demoss The Columbian Circ 2 The Columbian Newspaper Subscription	9.99
				Demoss Cov Parking Paystation Clark County PIOS Mtg. Parking	4.40
		202406-7002	Public Works	Thamert WSU Pesticide Pesticide License - Thamert	75.00
				Thamert CWT Training Academy Stormwater Training - Loucks	514.25
				Thamert Cloudvista Store Scada Computer Software - Water	129.36
		202406-5484	Public Safety	Freimuth Homes To Suites By Hilton Patrol Tactics Hotel - Siem	615.45
				Freimuth Fairfield Inn & Suites Force Training Hotel - Cuneta	243.90
			Human Resources	Freimuth Starbucks Coffee - June All Hands Meeting	65.22
				Freimuth Payrollorg Payroll.Org Membership - Freimuth	299.00
		202406-7739	Genl Govt/Facilities	Coleman Cleverwaiver Dragon Boat Waiver Software	32.60

City of Ridgefield

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WELLS FARGO - EPAY	1681	202406-7739	Genl Govt/Facilities	Coleman Cardboard Cutout Standee Cutouts - 4th Of July WA Tax	(21.27)
				Coleman Sticker Mule Parade Shirts - 4th Of July	123.92
				Coleman Cardboard Cutout Standee Cutouts - 4th Of July	265.74
				Coleman Rosauers Food & Dru Refreshments - Big Paddle	126.64
				Coleman Bannerscom Outdoor Banners - 4th Of July	189.47
				Coleman Cleverwaiver Dragon Boat Waiver Software WA Sales Tax	(2.61)
		202406-6939	Community Development	Lust The Columbian Monthly Columbian Subscription - Lust	9.99
		202406-0794	Human Resources	Knottnerus WCMA Membership - Knottnerus	146.00
			Administration	Knottnerus WCMA Membership - Knottnerus	219.00
		202406-1081	Genl Govt/Facilities	Irwin AED.Us Medical Safety AED Battery/Pad Sets - Admin	1,630.50
			Public Safety	Irwin AED.Us Medical Safety AED Pads - PD	2,255.53
			Finance	Irwin Wsdot Local FHWA Contract Administration Training - Irwin	250.00
		202406-7069	Council	Ferriss Association Of Washington AWC Regist. - Councilor Cole	500.00
			Information Technology	Ferriss Citrix Systems Sharefile Renewal	1,168.74
		202406-7051	Community Development	Blehm Fuel Bistro Interview Luncheon - Dev Inspector	67.41
			Human Resources	Blehm Fred-Meyer Leadership Meeting Snacks	19.05
WELLS FARGO - EPAY Total					25,051.91
WESTERN EQUIPMENT	2363	INV029040	Public Works	Parks Ventrac Mower Fuel Filters	60.99
WESTERN EQUIPMENT Total					60.99
WESTERN UNITED CIVIL GROUP LLC	3743	23016-10	Public Works	07.02.2024-07.14.2024 Royle Rd 15th St to 5th Way	70,080.00
WESTERN UNITED CIVIL GROUP LLC Total					70,080.00
WOODLAND SAW AND CYCLE INC.	2223	3627	Genl Govt/Facilities	PWFAC Small Equipment Repair Parts	38.91
			Public Works	PWFAC Small Equipment Repair Parts	278.20
		3621	Public Works	Streets Crack Seal Sprayer	151.05
WOODLAND SAW AND CYCLE INC. Total					468.16
ZACHARIAH RADER	3930	3930-20240725	Public Works	DOT Physical Exam Reimbursement - Radar	76.50
			Community Development	DOT Physical Exam Reimbursement - Radar	8.50
ZACHARIAH RADER Total					85.00
Grand Total					979,503.02

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Approval of Minutes from the July 11, 2024 Meeting

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Approve the minutes by making the following motion: 1. "I move to approve the consent agenda"

STAFF CONTACT:

ATTACHMENTS:

1. 07-11-2024



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
JULY 11, 2024**

Regular Meeting - 5:30 PM

I. STUDY SESSION - 5:30 P.M.

1. Stormwater Implementation Plan - Chuck Green, Public Works Director

Public Works stormwater staff presented the implementation plan for stormwater under the new Municipal Discharge Permit which takes effect August 1, 2024.

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

1. Flag Salute

2. Roll Call

Present:

Mayor Ron Onslow
Mayor Pro Tem Jennifer Lindsay
Council Member Matt Cole
Council Member Lee Wells
Council Member Judy Chipman
Council Member Clyde Burkle
Council Member Katie Favela

3. Late changes to the agenda

III. PUBLIC COMMENT

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

Comments received during public testimony can be heard on the City's website under <https://ridgefieldwa.us/165/City-Council-Meeting-Audio-Files>.

IV. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

RESULT: (UNANIMOUS)

MOVER:	Council Member Clyde Burkle
SECONDER:	Council Member Judy Chipman
AYES:	Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela

1. **Approval of Claims And/Or Payroll**
2. **Approval of Minutes from the June 27, 2024 Meeting**
3. **Approval of Dan Robinson Memorial Grove**

V. BUSINESS

1. **Approval of Resolution No. 650 - Financial Policy #04 Procurement of Goods & Services - Kirk Johnson, Finance Director**

The purpose of the policy is to establish the City's policies and procedures for purchasing supplies and materials and for contracting services. The Washington State Legislature has signed new legislation over the past few sessions adding and updating legislation regarding public works contracting requirements. The policy updates brought to council address those updates and changes to best practice around procurement of goods and services.

RESULT:	(UNANIMOUS)
MOVER:	Mayor Pro Tem Jennifer Lindsay
SECONDER:	Council Member Matt Cole
AYES:	Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela

2. **Motion - Award of Contract for Delivery of the Ridgefield Outdoor Recreation Complex Fieldhouse - Chuck Green, Public Works Director**

The City received a Minor League Baseball Grant in 2023 and has worked with the Ridgefield Raptors to identify items for which to use the grant funds. The Raptors and School District reviewed a package of a concept plan developed by the City's Public Works Facilities staff, which was approved by City Council. The City sought bids from highly qualified firms to provide all labor, supplies, equipment and materials for the installation of a new custom shed/Fieldhouse at the Ridgefield Outdoor Recreation Complex (RORC). The Fieldhouse will cover existing batting cages adjacent to Fields 4 and 5. The work will be led by a general contractor who will be responsible for coordinating the various work components with those subcontractors. Work is anticipated to take up to eight (8) weeks from Notice to Proceed to finish. At the request of the Cowlitz Indian Tribe, there will be an Inadvertent Discovery Plan in place during excavations in case artifacts are discovered (based on prior studies for the RORC, there is a very low probability of this occurring). The firm of AINW will be providing the monitoring under a separate contract. Bids were opened the afternoon of Tuesday, July 9. Bids received were a wide range which likely was the combination of a wide range of custom shed products being proposed by the various bidders as well as the bid (and upcoming work) occurring during high peak season for construction. The lowest responsive and responsible bid was from Conframe Construction out of Brush Prairie, WA in the amount of \$256,613.53. This amount is approximately \$31,000 over the Engineer's Estimate of \$225,000. The over-bid amount is reasonable considering the time of year of the bid and construction work. The bid plus \$10,000 for contingencies will be funded entirely out of the MLB Grant received from the state.

MOTION: MOVED TO AWARD THE RORC FIELDHOUSE CONSTRUCTION CONTRACT TO CONFRAME

CONSTRUCTION FROM BRUSH PRAIRIE, WA. FOR A TOTAL OF \$256,613.53, PLUS \$10,000 FOR CONTINGENCIES.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Matt Cole
SECONDER:	Council Member Clyde Burkle
AYES:	Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela

3. Motion - Award of Contract for 2024 Asphalt Repairs Project - Chuck Green, Public Works Director

The 2024 Asphalt Repairs project will address degraded roadways primarily in intersections. These repairs consist of excavating and reconstructing localized areas of failing roadway within our jurisdiction. Additionally, Americans with Disabilities Act (ADA) requirements are triggered by the Asphalt Repairs in two locations (6thh/Timm & 11th/Timm). These locations will have abutting sidewalks and ramps reconstructed to comply with ADA requirements. Items of work included in the contract are excavation, base rock, asphalt, sidewalks/ramps and striping. There were two bids received by the June 25, 2024 bid opening. The lowest responsive bid was received from Western United Civil Group from Yacolt, WA for an amount of \$238,294, which is \$45,183 under the Engineer's Estimate.

MOTION: MOVED TO AWARD THE ASPHALT REPAIR CONTRACT WITH WESTERN UNITED CIVIL GROUP FOR A TOTAL OF \$238,294.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Judy Chipman
SECONDER:	Council Member Clyde Burkle
AYES:	Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela

4. Motion – Authorize City Manager to Sign Possession and Use Agreement with Gary Lahti for Property Acquisition on the Pioneer Widening Project - Chuck Green, Public Works Director

Right-of-way acquisition has been underway to secure right-of-way and temporary construction easements for the Pioneer Widening and 50th Place roundabout project. A critical piece to acquire is from Gary Lahti on the south side of Pioneer Street. An agreement has been reached through negotiations with Mr. Lahti, and time is needed to finalize a purchase and sale agreement to formalize the transaction. In order to allow the contractor to proceed with early site work for the project, a Possession and Use Agreement has been negotiated which, when executed, allows the City and its contractor to immediately begin work on the project in property that Mr. Lahti currently owns. Staff plans to return to council at the July 25, 2024 meeting with a formal purchase and sale agreement. The terms of the negotiations are for a total of \$1,166,400 for both the right-of-way and temporary construction easements.

MOTION: MOVED TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE THE POSSESSION AND USE AGREEMENT WITH GARY LAHTI.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Lee Wells
SECONDER:	Council Member Clyde Burkle

AYES: Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela

VI. PUBLIC HEARING/BUSINESS

1. Public Hearing and First Reading of Ordinance No. 1426 - Spring 2024 Ridgefield Municipal Code Amendments - Claire Lust, Community Development Director

The Community Development Department is proposing a series of amendments to the Ridgefield Municipal Code (RMC). The purpose of the proposed amendments is to keep the code up-to-date and to address current development issues in order to better serve the Ridgefield community. The majority of the proposed amendments are to Title 18 – Development Code. Amendments related to the work of the Community Development Department are also proposed to Title 3 – Revenue and Finance, Title 7 – Animals, and Title 15 – Abatement of Public Nuisances.

The City Council conducted a discussion on the proposed changes.

Written comments were received via email and added to the record.

Mayor Onslow Opened the Public Hearing: 7:37PM

Comments received during the public hearing can be heard on the City's website under <https://ridgefieldwa.us/165/City-Council-Meeting-Audio-Files>.

Mayor Onslow Closed the Public Hearing: 7:41PM

First reading conducted.

2. Public Hearing and First Reading of Ordinance No. 1427 - Raptors Park Petition to Annex - Claire Lust, Community Development Director

The Raptors Park petition to annex includes four parcels and adjacent Carty Road right-of-way. The subject parcels are within the Ridgefield Urban Growth Area and are contiguous with the Ridgefield city limits including the Hillhurst Road right-of-way. Therefore, the parcels #215876000, #215857000, #216472000 and #216457000 are eligible for annexation. No development plans have been proposed at this time. Upon annexation, any proposed development will be subject to the City's land use, engineering, and building review processes beginning with a pre-application conference.

The City Council conducted a discussion.

Mayor Onslow Opened the Public Hearing: 7:49PM

No testimony was received.

Mayor Onslow Closed the Public Hearing: 7:50PM

First reading conducted.

VII. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and limit comments to three minutes. Written

comments may be submitted to the Clerk prior to the meeting.

Comments received during public testimony can be heard on the City's website under <https://ridgefieldwa.us/165/City-Council-Meeting-Audio-Files>.

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

Council Member Burkle - Attended the 4th of July Event and Parade, City Manager Briefing.

Council Member Favela - Attended the 4th of July Event and Parade.

Council Member Cole - Attended the 4th of July Event and Parade.

Council Member Chipman - Attended Main Street Meeting, Neighbors Helping Neighbors Update.

Council Member Wells - Attended the 4th of July Event and Parade, City Manager Briefing, Port of Ridgefield Meeting.

Mayor Pro Tem Lindsay - Attended ECHO Meeting, Clark Cowlitz Fire & Rescue Meeting.

2. Mayor

Attended the 4th of July Event and Parade, City Manager Briefing.

3. City Manager

City Manager Steve Stuart - 4th of July Event Update, Main Street Days Event, Mountain View Dental Ribbon Cutting.

Public Works Director Chuck Green - Neighborhoods Slurry Seal Update.

Deputy City Manager Lee Knottnerus - Events Update, Second Quarter Public Engagement Report Update.

Police Chief Cathy Doriot - An Update Provided Regarding the Parade Chairs That Were Left Out Before 6PM

IX. EXECUTIVE SESSION

1. **RCW 42.30.110(1)(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency (Public Works Project)**

8:18PM - The City Council entered into executive session pursuant to RWC 42.30.110(1)(iii). The session will last until 8:35PM and action to be taken after the session.

Attendees: Mayor, City Council, City Manager Steve Stuart, Public Works Director Chuck Green, City Attorney Janean Parker, Finance Director Kirk Johnson.

8:35PM - The Mayor reconvened the meeting.

MOTION: MOVED TO APPROVE CHANGE ORDER 99 AND THE SETTLEMENT AGREEMENT WITH N.W. CONSTRUCTION GENERAL CONTRACTING, INC IN RESOLUTION OF THE DISPUTED CLAIMS FOR THE ROYLE ROAD ROUNDABOUT PROJECT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO THE SETTLEMENT AGREEMENT, SUBSTANTIALLY IN THE FORM PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Mayor Pro Tem Jennifer Lindsay
SECONDER:	Council Member Matt Cole
AYES:	Mayor Onslow, Mayor Pro Tem Lindsay, Council Member Cole, Council Member

X. ADJOURN

8:36PM

Julie Ferriss, City Clerk

Ron Onslow, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Public Hearing and Approval of Resolution No. 651 - Support Clark Cowlitz Fire & Rescue Levy Lid Lift

GOVERNING LEGISLATION

RCW 42.17A.555

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

Resolution regarding Clark-Cowlitz Fire and Rescue Proposition 4: Multi-Year Levy Lid Lift Restoring Previous Property Tax Levy.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Staff recommends that the Council hold a Public Hearing to receive comments for and against CCFR Proposition 4 on the August 6, 2024 Primary Election Ballot.

Once the Public Hearing has afforded approximately equal opportunity for the expression of opposing views, staff recommends closing the Public Hearing and deliberating/acting upon Resolution No. 651.

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

None

RESOLUTION NO. 651

RESOLUTION OF THE CITY OF RIDGEFIELD, WASHINGTON REGARDING CLARK-COWLITZ FIRE & RESCUE PROPOSITION NO.4 LEVY LID LIFT

WHEREAS, on August 6, 2024, Ridgefield voters will join others throughout the Clark-Cowlitz Fire & Rescue District to consider Proposition 4, a Levy Lid Lift Authorizing Restoration of Previous Property Tax Levy; and

WHEREAS, in order to provide fire protection, prevention, and emergency medical services in the fire district, it is necessary for the fire district to operate and maintain emergency fire and medical service vehicles, to construct and remodel station facilities and other capital facilities, and to appropriately staff these facilities with properly trained personnel equipped with proper firefighting and emergency medical equipment; and

WHEREAS, in order to provide the revenue adequate to pay the costs of providing and maintaining adequate life protection services, facilities, and equipment as described in Section 1, to maintain reserve funds sufficient to assure the continuation of such services, and to assure the improvement of such services, the fire district submits it is necessary to levy beginning in 2024 and collect beginning in 2025, pursuant to RCW 52.16.130, RCW 52.16.140 and RCW 52.16.160, a general tax on taxable property within the fire district at a rate of \$1.50 per \$1,000.00 of assessed valuation subject to otherwise applicable statutory limits; and

WHEREAS, CCFR previously obtained voter approval to establish the levy rate at \$1.50 per thousand of assessed valuation in 2017; and

WHEREAS, there shall be submitted to the qualified electors of the fire district for their ratification or rejection, at a special election on August 6, 2024, in conjunction with the state primary election to be held on the same date, the question of whether or not the regular property tax levy of the fire district should be restored to \$1.50 per \$1,000.00 of true and assessed valuation in 2024 and be adjusted by 106% for the following five years, subject to otherwise applicable statutory limitations; and

WHEREAS, the Ridgefield City Council has taken consistent action contributing to continued low overall tax rates for residents, with the lowest City property tax levy rate in Clark County, at \$0.6492 per thousand of assessed value for 2023; and

WHEREAS, Proposition 4 will help construct new station facilities, likely including a new Fire Station in Ridgefield which will be located on land purchased by the City of Ridgefield as part of a voluntary mitigation agreement unanimously approved by both the Ridgefield City Council and CCFR Board of Commissioners; and

WHEREAS, the Ridgefield City Council believes that the value of Fire Safety services – while clearly difficult to measure in dollars and cents – is worthy of Ridgefield voter support on August 6 at the requested level of \$1.50 per \$1,000.00 in Proposition 4.

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 Clark-Cowlitz Fire & Rescue Proposition 4 as a necessary investment in our community's present and future, which our community cannot afford to reject, and encourages our residents to vote "yes" on August 6, 2024, in favor of passing the Levy Lid Left Restoring the Previous Property Tax Levy.

Passed by the City Council at its regular meeting held on the 25th day of July, 2024.

Ron Onslow, Mayor

Julie Ferriss. City Clerk

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Second Reading of Ordinance No. 1426 - Spring 2024 Ridgefield Municipal Code Amendments

GOVERNING LEGISLATION

RCW 36.70A - Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

Council held a public hearing and first ordinance reading on July 11, 2024.

SUMMARY/BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

To adopt Ordinance No. 1426:

"I move to adopt Ordinance No. 1426 as presented."

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Staff Report
2. A. 3.70___FEES_FOR_SERVICES
3. B. 7.04.040___Licensing_and_registration_requirements.
4. C. 7.04.110___Dangerous_dogs_Additional_requirements.
5. D. 7.04.130___Violations_Penalty.
6. E. 15.24.010___Definitions.
7. F. 18.100.032___L___definitions.
8. G. 18.205.020___Master_use_table.
9. H. 18.205.030___Limitations.
10. I. 18.206.020___Single_family_design_standards.
11. J. 18.206.040___Cottage_housing.
12. K. 18.210.060___Design_provisions_along_major_corridors.
13. L. 18.210.080___Vehicles_in_residential_zones.
14. M. 18.220.070___Design_provisions_along_major_corridors.
15. N. 18.220.095___Vehicles_in_residential_zones.
16. O. 18.230.080___Off_street_parking_and_loading.
17. P. 18.280.050___Submittal_requirements.

- 18. Q. 18.310.100___Appeal_procedure.
- 19. R. 18.401.040___Information_requirements.
- 20. S. 18.401.050___Approval_procedures.
- 21. T. 18.401.070___Zero_lot_line_standards.
- 22. U. 18.401.090___Site_plan_requirements.
- 23. V. 18.401.100___Limits_on_modifying_standards.
- 24. W. 18.401.150___Building_permits.
- 25. X. 18.500.040___Submittal_requirements.
- 26. Y. 18.550.020___Preliminary_binding_site_plan_application.
- 27. Z. 18.610.020___Preliminary_short_plat_application_contents.
- 28. AA. 18.620.030___Application_for_a_subdivision_Requirements. (1)
- 29. BB. 18.620.145___Homeowners__association.
- 30. CC. 18.710.270___Temporary_signs.
- 31. DD. 18.720.040___Off_street_parking_lot_design.
- 32. EE. 18.810.208___Notice_statute_of_limitations.
- 33. FF. 18.840___TREES

ORDINANCE NO. 1426

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON Amending Chapters within Titles 3, 7, 15, and 18 of the Ridgefield Municipal Code

WHEREAS, the Community Development department has reviewed the provisions within the Ridgefield Municipal Code for updates to assure that the provisions reflect current law and best practices for development and implement the Ridgefield Urban Area Comprehensive Plan; and
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 polices 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; and
WHEREAS, the City of Ridgefield submitted notice of the proposed amendments to the Washington State Department of Commerce on May 10, 2024 consistent with RCW 36.70A; and
WHEREAS, the Ridgefield Planning Commission, after conducting a public hearing on the proposed amendments on June 5, 2024, forwarded a recommendation to amend the Ridgefield Municipal Code to the City Council; and
WHEREAS, consistent with WAC 197-11-340(2), on June 14, 2024 the City of Ridgefield issued a SEPA Determination of Non-significance (DNS) regarding the proposed amendments; and,
WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the proposed amendments during their meeting held on June 27, 2024; and
WHEREAS, the SEPA DNS public comment period expired on June 28, 2024 and the City addressed all comments received; and,
WHEREAS, the Ridgefield City Council conducted a second ordinance reading on the proposed amendments during their meeting held on July 11, 2024; 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 Titles 3, 7, 15, and 18 of the Ridgefield Municipal Code.

Section 2. Amendments to the Ridgefield Municipal Code. The Ridgefield City Council hereby amends certain Chapters of Titles 3, 7, 15, and 18 as set forth below in Exhibits A through GG, attached hereto and incorporated by this reference.

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 11th DAY OF JULY, 2024.

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss,
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: July 11, 2024

Second Reading/Passage: July 25, 2024

Date of Publication:

Effective Date:



THE CITY OF RIDGEFIELD

510 Pioneer Street Ste B | P.O. Box 608 | Ridgefield, WA 98642

Spring 2024 Amendments to the Ridgefield Municipal Code City Council Staff Report July 25, 2024

BACKGROUND

The Community Development Department is proposing a series of amendments to the Ridgefield Municipal Code (RMC). The purpose of the proposed amendments is to keep the code up-to-date and to address current development issues in order to better serve the Ridgefield community. The majority of the proposed amendments are to [Title 18 – Development Code](#). Amendments related to the work of the Community Development Department are also proposed to [Title 3 – Revenue and Finance](#), [Title 7 – Animals](#), and [Title 15 – Abatement of Public Nuisances](#).

DISCUSSION

Types of Amendments

The proposed amendments intend to update the municipal code to address issues identified when applying the existing code and issues anticipated for future projects in Ridgefield. For this round of updates, staff identified three types of proposed code amendments: housekeeping updates, compliance items, and other policy changes.

1. [Housekeeping items](#) address clerical errors without substantive changes to the content of the code.
2. [Compliance items](#) ensure alignment with requirements imposed by the State of Washington, Ridgefield Engineering Standards, and best practices adopted by local jurisdictions.
3. [Other policy changes](#) add or modify content to strengthen the code with the goal to better implement the Ridgefield Comprehensive Plan (RUACP) and existing City policies and practices.

Summary of Changes

The following tables are a guide to the proposed changes; full proposed text amendments are included as attachments. Notes from the July 11, 2024 Council meeting are in **red**.

Housekeeping items:

<u>Code section(s)</u>	<u>Reason(s) for proposed amendment</u>
7.04.040 – Animal regulations – Licensing and registration requirements.	Reference adopted master fee schedule .
18.206.020 – Single-family design standards.	Correct section numbering/lettering errors.
18.206.040.B.14 – Cottage housing – Standards – Impervious surface.	Remove and replace outdated code reference.

18.220.070 – Residential Medium Density Districts – Design provisions along major corridors.	Update the name of 45 th Avenue to Royle Road.
18.280.050 – Critical Areas Protections – Submittal requirements.	Correct section numbering/lettering errors.
18.310.100.B.4 – Appeal procedure – Information requirements.	Replace invalid code references with a reference to the adopted master fee schedule .
18.401.050.B – Planned Unit Developments – Approval procedures – Community Information Meeting.	Clarify that the community information meeting required prior to submittal of a PUD application shall be accessible to the public.
18.401.070.D.2 – Planned Unit Developments – Zero lot line standards.	Correct reference to Figure 18.401.070-D.
18.401.100.A.8 – Planned Unit Developments – Limits on modifying standards.	Correct reference to RDC 18.401.075.
18.401.150.B – Planned Unit Developments – Building permits.	Update reference to residential design standards.
18.620.145 – Procedure for Subdivision – Homeowners’ association.	Remove erroneous reference to Section B.
18.810.208 – Environmental Standards (SEPA) – Notice/statute of limitations.	Change section title to accurately reflect the statute title referenced therein.

Compliance with state statutes, consistency with Engineering Standards, and consistency with surrounding jurisdictions:

<u>Code section(s)</u>	<u>Reason(s) for proposed amendment</u>	<u>Key points from 7/11 meeting</u>
7.04.110 – Animal Regulations – Dangerous dogs – Additional requirements.	Update surety bond sum and liability insurance coverage to match requirements in the Revised Code of Washington (RCW) 16.08.080 and Clark County code 8.18.060 .	
	Add microchip requirement to the match Clark County code 8.18.060 .	
7.04.130 (Table) – Animal Regulations – Dangerous dogs – Violations – Penalty.	Change misdemeanor to gross misdemeanor to comply with requirements of RCW 16.36.110 for quarantine violation penalty.	
18.230.080.D – Commercial Districts – Off-street parking and loading – EV charging.	Currently electric vehicle charging requirements only apply to development in Commercial districts.	

18.720.040.C – Off-street Parking and Loading – Off-street parking lot design.	Remove and replace with electric vehicle charging requirements in the chapter governing citywide parking standards, and require compliance with the more restrictive standards in the Washington Administrative Code (WAC) 51-50-0429 .	
18.401.040 – Planned Unit Developments – Information requirements	Require developments to provide cross circulation to adjacent developable properties in compliance with the Ridgefield Engineering Standards, which are also going through an update to strengthen this requirement.	
18.500.040 – Site Plan Review – Submittal requirements.		
18.550.020 – Binding Site Plan – Preliminary binding site plan application.		
18.610.020 – Short Plats – Preliminary short plat application contents.		
18.620.030 – Procedure for Subdivision – Application for a subdivision – requirements.		

Policy changes:

<u>Code section(s)</u>	<u>Reason(s) for proposed amendment</u>	<u>Key points from 7/11 meeting</u>
3.70 – Fees for Services.	Authorize annual indexing of development and inspection fees.	Question: Would the indexing come back to Council if rates have increased for three years? Answer: Yes.
15.24.010 – Public Nuisances – Definitions.	Expand definition of “Junk.”	
18.100.014 – “C” definitions	Allow public agencies other than the City to operate commercial parking lots, as proposed by the Port of Ridgefield for the waterfront development. Further discussion needed regarding limitations on the location of such standalone parking lots.	Question: Could this topic be addressed through a Development Agreement with the Port of Ridgefield related to future waterfront development rather than in this code update, where it would apply as written to

		any public agency anywhere in the City? Answer: Yes. Staff action: Removed from attachments; no longer included in proposal.
18.100.032 – “L” definitions.	Revise definition of landscaping to include a broader range of vegetated areas on a site. Would allow developments to include vegetated critical areas in the overall landscaping calculation.	
18.205.020 – Uses – Master use table.	Permit upper-story residential uses in the Commercial Neighborhood Business (CNB) zone to support creative housing production in neighborhood centers.	Question: Is there a height limit? Answer: Yes, the existing height limit in the CNB zone is 35 feet or 45 feet with upper story residential. Question: Would the residences be part of a neighboring HOA? Answer: No.
18.205.030.W – Uses – Limitations – Multifamily Residential.		
18.205.030.U – Uses – Limitations – Utility Facility.	Relax limitations on major utility facilities (a use including water towers) in the Employment zone adjacent to nonresidential zoning. Change from a conditionally permitted use subject to a quasi-judicial land use review process to an outright permitted use subject to an administrative review process. Exempt essential public facilities adjacent to nonresidential zones from height limitations.	
18.206.040 – Cottage housing – standards.	Bring in elements of 18.206.020 – Single-family design standards to establish basic architectural design standards for cottage clusters.	
	Eliminate standards regulating how far individual cottage developments must be from one another.	

18.210.060 – Residential Low Density Districts – Design provisions along major corridors.	The intent of the code appears to be to disallow modifications to special design provisions along major corridors (25-foot setbacks, 6-foot walls, 5-foot landscape strip between wall and sidewalk). However, as written applicants could still submit for modifications to these standards through the adjustment/variance processes. Disallow modifications to wall height using an adjustment/variance. Also change the name of 45th Avenue to Royle Road.	
18.210.080 – Residential Low Density Districts – Vehicles in residential zones.	Allow recreational vehicles to be parked in driveways between the home and the front lot line during summer months. Currently there is a blanket prohibition against such RV parking in the RLD-4, RLD-6, and RMD-16 zones.	Question: What is the relationship between the code and CC&Rs regarding RV parking? Answer: These are separate requirements. The City does not enforce CC&Rs, and the HOA does not enforce the development code.
18.220.095 – Residential Medium Density District – Vehicles in residential zones.		
18.401.090 – Planned Unit Developments – Site plan requirements.	Require PUDs to work with the natural site topography to include limiting the use of retaining walls.	
18.710.270 – Signs – Temporary signs.	Currently, the City follows WSDOT standards to prohibit signs in the Pioneer Street/SR 501 right-of-way. When a jurisdictional transfer is completed in Summer 2024, the City will have full ownership of Pioneer Street and will no longer be able to rely on WSDOT standards. The City does not have the authority to prohibit signs along Pioneer Street. Instead, the proposal is to update the existing temporary sign code to require ROW signs to be permitted and tagged.	Question: Would the temporary ROW sign permit be needed for signs advertising events like the Farmers Market? Answer: As written, yes. Staff action: Added language specifying that ROW signs for an event may be permitted through the City's Special Event Permit process. Restrictions against signs in the roadway would still apply.
18.840 – Trees.	Simplify language. Better align with	

	Council's initial goals for tree preservation and protection by requiring developments to preserve and/or replace trees up to the site's pre-development tree density OR 20 tree units per acre, whichever is less.	
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PLANNING COMMISSION

Planning Commission held a public hearing on the proposed code amendments on June 5, 2024. No public testimony was received.

Commissioners discussed the proposed amendments. The following summarizes the Commissioners' comments and questions. A recording of the Planning Commission meeting is available at <https://ridgefieldwa.portal.civicclerk.com/>.

Upper-story residential in the CNB zone: What would the requirement be for open space? Should it be subject to residential open space requirements? Traffic is a concern, particularly for the CNB property at the intersection of Hillhurst and Sevier. Parking is also a concern. How would they differentiate between resident, employee, and customer parking? On the other hand, if upper stories were commercial/office the parking demand might be higher than if they were residential. Allowing residential units could help affordable housing. How will safety concerns be addressed where a business and a residence share a ceiling/floor?

RV parking: Would our code overrule CC&Rs that don't allow RVs to be parked in driveways?

Tree code: It is understandable to make the code requirements more feasible to meet, but we should get developments to have a reasonable number of trees even if the site is bare when development occurs. The minimum tree coverage should never be zero.

Planning Commission voted unanimously to recommend approval of the proposed amendments to Council with consideration of the questions and comments described above.

COUNCIL HEARING

City Council held a public hearing on the proposed code amendments on July 11, 2024.

John Meier of AKS Engineering & Forestry testified with questions about the ability to cluster EV charging stations in nonresidential developments, the relationship between ADA guidelines and WAC 51-50-0429, and the applicability of the exceptions in WAC 51-50-0429 at the local level.

Staff researched these issues and finds:

- WAC 51-50-0429 applies to the construction of new buildings and accessory structures, including parking lots and parking garages. Therefore, nonresidential developments with a parking area that has been reviewed under a single site plan (such as Union Ridge Town Center) may cluster EV charging infrastructure at one or more locations within the overall parking area.
- WAC 51-50-0429 (4) requires ten percent of the accessible parking spaces, rounded to the next whole number, to be equipped with EV charging stations. An additional ten percent of the accessible parking spaces shall be EV ready. Not fewer than one space for each type of EV charging system shall be accessible. The electric vehicle charging infrastructure may also serve adjacent parking spaces not designated as accessible parking. A maximum

of ten percent of the accessible parking spaces are allowed to be included in the total number of electric vehicle parking spaces required. Staff does not construe this section to mean that additional accessible parking spaces are required above and beyond the amount already required under RDC 18.720.040.C.7; it simply requires a certain percentage of accessible stalls to have EV infrastructure. Therefore, staff also believes that a standard nonelectric vehicle with an accessible parking placard could park in an EV-equipped ADA parking space.

- The exceptions in WAC 51-50-0429 are proposed to apply locally. These exceptions are as follows:
 - Except for Group A (Assembly, e.g., restaurants, churches, theaters, and stadiums), Group E (Education up to 12th grade), and Group M (Mercantile, e.g., grocery stores, department stores, and gas stations) occupancies, on-site parking with less than 10 parking spaces shall not be required to comply with the EV infrastructure requirements.
 - Group A, Group E, and Group M occupancies shall comply with one of the following, whichever is greater:
 - The provisions of Section 429.2 (the EV charging infrastructure requirements) shall apply only to designated employee parking spaces; or
 - One of each 200 parking spaces or fraction thereof shall be EV ready. One of each 200 parking spaces or fraction thereof shall be an EV charging station.

PROCESS

<u>Date</u>	<u>Milestone</u>
May 10, 2024	Notice of intent to adopt code amendments issued to Department of Commerce.
May 22, 2024	Notice of Planning Commission public hearing published.
June 5, 2024	Planning Commission public hearing and recommendation to City Council.
June 13, 2024	Notice of City Council public hearing.
July 11, 2024	City Council public hearing and 1 st ordinance reading (1426)
July 25, 2024	City Council public meeting and 2nd ordinance reading/vote on adoption (1426)
August 28, 2024	Approximate effective date of codes adopted on July 25.

ATTACHMENTS

- A. RMC 3.70
- B. RMC 7.04.040
- C. RMC 7.04.110
- D. RMC 7.04.130
- E. RMC 15.24.010
- F. RMC 18.100.032
- G. RMC 18.205.020
- H. RMC 18.205.030
- I. RMC 18.206.020
- J. RMC 18.206.040
- K. RMC 18.210.060

L. RMC 18.210.080
M. RMC 18.220.070
N. RMC 18.220.095
O. RMC 18.230.080
P. RMC 18.280.050
Q. RMC 18.310.100
R. RMC 18.401.040
S. RMC 18.401.050
T. RMC 18.401.070
U. RMC 18.401.090
V. RMC 18.401.100
W. RMC 18.401.150
X. RMC 18.500.040
Y. RMC 18.550.020
Z. RMC 18.610.020
AA. RMC 18.620.030
BB. RMC 18.620.145
CC. RMC 18.710.270
DD. RMC 18.720.040
EE. RMC 18.810.208
FF. RMC 18.840
~~GG. RMC 18.100.014~~

Chapter 3.70 FEES FOR SERVICES¹

Sections:

3.70.005 Purpose.

The purpose of this chapter is to establish the authority of the Ridgefield city council to establish fees for services including, but not limited to, planning, engineering, building, park and recreation, administrative and other fees as determined via resolution action, and to establish the conditions under which those fees for services may be reduced, deferred, or waived.

(Ord. No. 1388, § 3(Exh. A), 1-26-2023)

3.70.010 Establishment of fees—Resolution action.

The Ridgefield city council shall establish as necessary fees for services including, but not limited to, planning, engineering, building, park and recreation, administrative and other fees as determined via resolution action. The resolution shall contain a mechanism for the annual adjustment of fees for services to address market-based impacts on the provision of these city services.

(Ord. No. 1388, § 3(Exh. A), 1-26-2023)

3.70.030 Fees subject to deferral and waiver.

Notwithstanding other provisions of this code, development fees charged by the city for projects receiving final approval and occupancy after the effective date of the ordinance adopting these changes are subject to deferral and waiver as set forth in this chapter. Development fees are defined as monetary payment paid by the applicant or the applicant's agent to the city for building permits, critical area review permits, impact fees, and land use actions and permits such as conditional use permits and variances. This chapter shall not apply to defer or waive the following: any system development charges, any Washington State Building Code Council Surcharges, or fees collect on behalf of outside agencies.

(Ord. No. 1388, § 3(Exh. A), 1-26-2023)

3.70.040 Impact fees.

Development impact fees are further regulated by Chapter 82.02 RCW and RMC 18.070. Any impact fee waiver shall comply with these regulations and the city must the pay the amount of the impact fee waived into the impact fee fund out of general funds or other sources of lawful funding as required by state law.

(Ord. No. 1388, § 3(Exh. A), 1-26-2023)

¹Editor's note(s)—Ord. No. 1388, § 3(Exh. A), adopted Jan. 26, 2023, amended Ch. 3.70 in its entirety to read as herein set out. Former Ch. 3.70, §§ 3.70.005, 3.70.010, pertained to similar subject matter and derived from Ord. 886, § 4(Exh. C), adopted in 2005.

3.70.050 Eligibility.

The following conditions must be met for an applicant to be eligible for a waiver of fees:

- A. The development project must be located within the following areas:
 - 1. The Ridgefield central mixed use zoning district (CMU) as set forth in the city's zoning code; or
 - 2. The Ridgefield waterfront mixed use zoning district (WMU) as set forth in the city's zoning code.
- B. The applicant must demonstrate that the development project is for the redevelopment of the property and the development project meets or exceeds the development and design standards for the underlying zone.
- C. No federal, state, or local rule or regulation prohibits the waiver.
- D. The waiver shall not apply to any fees or portions of any fees that the City would be required to remit to the state or another government entity.

(Ord. No. 1388, § 3(Exh. A), 1-26-2023)

3.70.060 Application and approval process.

- A. An application for a fee waiver must be made to the city in a form and manner prescribed by the city and contain information showing the location of the development project, compliance with the eligibility criteria, the schedule for completion, and such other information required by the city.
- B. The application for a fee waiver must be submitted prior to final city approval of the development project associated with the development permit fee being waived; provided however, that no fees paid to the city will be reimbursed but instead such payments may be deferred in advance by the city until a decision on the waiver application has been made by the city council.
- C. The issuance of a waiver of any or all or any portion of a fee authorized under this chapter is wholly within the sole discretion of the city council.
- D. The city may consider the applicant's eligibility and may also consider the following factors:
 - 1. The nature of the development project and the impact the redevelopment will have on downtown and waterfront areas;
 - 2. Comparable waivers or deferrals issued by the city;
 - 3. Any other identified public benefit resulting from the development project; and
 - 4. Any other factor the city deems appropriate.
- E. The city manager or designee is authorized to defer development fees payment from the time of the application until the city council issues a decision on the fee waiver application.
- F. Any decision by city council is a final decision of the city.
- G. In the event the waiver application is denied:
 - 1. The applicant must pay all deferred fees within ten days;
 - 2. The amount of the fee shall be determined by the fee schedule in effect at the time of the application for deferral;
 - 3. The city may refuse to issue further permits or approvals until any deferred fees have been paid; and

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4. Any deferred fees which are not paid within thirty days shall become a lien on the property in favor of the city for the amount of the unpaid fees.

(Ord. No. 1388, § 3(Exh. A), 1-26-2023)

3.70.070 Development review and inspection fees.

A. Development review and inspection fees are enumerated in Sections B (Land Use Planning Permits), C (Public Works Permits) and D (Building Permits) of the adopted master fee schedule.

B. Development review and inspection fees shall be updated annually using the following procedures:

1. The Finance Director shall calculate annual inflation adjustments in development and inspection fee rates. The development and inspection fees shall not be adjusted for inflation should the index remain unchanged.
2. The annual inflation adjustment shall be equal to the West Region Consumer Price Index (CPI-U) annual changes calculated after the first half of the year.
3. The indexed development review and inspection fee rates shall be calculated January 1, or as soon thereafter as the latest West Region CPI-U index information is available and shall become effective immediately thereafter. A copy of the indexed fee rates shall be provided to the City Council, but the indexed rates shall become effective without further council review, except for subsection (4).
4. The development review and inspection fee rates may only be increased three consecutive years without further council review. In the event that the indexed fee rates would rise for a fourth consecutive year if the index were applied, City Council shall review the proposed increase during a public hearing at a regularly scheduled meeting to establish a new fee rate.

Chapter 7.04 – ANIMAL REGULATIONS

7.04.040 Licensing and registration requirements.

- A. Failure to License a Pet Animal. Except as otherwise provided in this chapter, it is unlawful for any person to own, keep or have control of any dog or other pet animal over the age of six months and for whom a license is required in the city of Ridgefield unless the person has procured a license.
1. The application for a license must be made within thirty days of acquisition of a new dog, unless the dog is under the age of six months.
 2. The application for a license must be made within thirty days after a newly acquired dog has developed a permanent set of canine teeth or is six months or older.
 3. The application for a license must be made within thirty days after a new resident to the city with an unlicensed dog has established residency.
- B. Issuance of License Tag. Animal services or agents thereof shall provide an appropriate identification tag for each dog, or other pet animal for which a license is required, licensed to persons applying, upon payment of the appropriate license fee. It shall be the responsibility of the owner of a dog or other pet animal to keep a collar or harness on the animal, except as detained within kennels, with the license tag firmly attached if the animal is off the owner's property.
- C. There are three types of licenses:
1. Licenses for individual dogs;
 2. Licenses for hobby kennels; and
 3. Licenses for commercial kennels.
- D. The fee for each new dog license shall be in accordance with the most recently adopted master fee schedule of the City of Ridgefield.:
- ~~1. For individual dogs, in accordance with the most recently adopted master fee schedule of the city of Ridgefield;~~
 - ~~2. Twenty five dollars for hobby kennels;~~
 - ~~3. Fifty dollars for commercial kennels.~~
- E. The person registering the dog shall submit the following information to the police department:
1. The name, address and phone number of the legal owner of the dog being registered;
 2. The name, address and phone number of the person having custody of the dog, if that person is one other than the legal owner;
 3. The address of the property at which the dog is ordinarily kept or maintained if different from the legal owner of custodian;
 4. The name, age, breed, color and sex of the dog being registered, and whether or not the dog has been neutered or spayed;
 5. A certificate of a veterinarian including the last date on which the dog received an initial or booster vaccination against rabies, along with the expiration date of the vaccination. Should the dog be unable to be immunized against rabies for medical reason, the signed statement of a veterinarian shall be accepted as proof in lieu of the rabies vaccination certificate;

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6. A current photograph of the dog.
- F. Persons who obtain licenses for less than four dogs shall obtain individual licenses. Persons who obtain licenses for five to ten dogs shall obtain a hobby kennel license. Persons who obtain licenses for more than ten dogs shall obtain a commercial kennel license; provided, however, that a commercial kennel license may not be issued unless satisfactory proof of proper zoning is furnished.
- G. Supplemental Identification. Tattooing or microchip implantation are acceptable auxiliary means of identification but do not replace the license.
- H. Lack of Authorized and Current Tag. A dog or other pet animal without an authorized and current license tag may be impounded, except as otherwise set forth in this chapter.
- I. Annual License Fees. License fees shall be established by resolution of the city council.
- J. Date Due. All licenses granted under this chapter shall be valid for one year, the licensing year commencing on January 1 and running through December 31. As a condition to issuance or reissuance of a license, the license applicant shall provide proof that the pet animal for which the license is intended has a current rabies vaccination certification.
- K. Licenses Nontransferable. Licenses shall not be transferable from one pet animal to another.
- L. Tag Removal Unlawful. It is unlawful for any person to remove a tag from any pet animal, or to obliterate any tattoo or microchip registered under this chapter without the permission of the owner or issuing authority other than in a medical emergency.
- M. Kennel or Cattery Permit. A permit for a kennel or cattery, as defined in the zoning ordinance, may be granted for those zones where such use is not prohibited.

(Ord. 1016 § 1 (part), 2008).

(Ord. No. 1189, § 2(Exh. A), 7-23-2015)

Chapter 7.04 – ANIMAL REGULATIONS

7.04.110 Dangerous dogs—Additional requirements.

- A. The animal control department shall issue a license to the owner of a dangerous dog only if the owner presents to the animal control department sufficient evidence of:
1. A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog; and
 2. A surety bond issued by a surety insurer qualified under Chapter 48.28 RCW in a form acceptable to the animal control department in the sum of at least two hundred fifty thousand dollars payable to any person injured by the dangerous dog; and-or
 3. A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under RCW Title 48 in the amount of at least two hundred fifty thousand dollars, insuring the owner for any personal injuries inflicted by the dangerous dog.
 4. Evidence that the labeled dog has been implanted with a microchip and placed on the local and national registry, at the owner's expense, must be submitted to the office of animal control. This must be accomplished within five (5) days after receipt of the dangerous dog declaration issued by the City of Ridgefield animal control representative.
- B. The owner of a dangerous dog shall not permit the dog to be outside the proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

(Ord. 1016 § 1 (part), 2008).

(Ord. No. 1189, § 2(Exh. A), 7-23-2015)

Chapter 7.04 – ANIMAL REGULATIONS

7.04.130 Violations—Penalty.

Violation of the this chapter shall constitute a class 2 civil infraction, except as otherwise set forth in this chapter and the table herein, and violators shall be assessed the maximum penalty set forth in RCW Chapter 7.80, as adopted or hereafter amended:

Code Section	Violation	Fine/Penalty
	All violations not otherwise specified herein	Class 2 civil infraction; penalties as set forth in RCW 7.80.120
7.04.040(L)	Tag removal unlawful	Misdemeanor
7.04.050(D)	Injury to person or animal	Misdemeanor
7.04.050(F)	Failure to provide humane care	Misdemeanor
7.04.050(G)	Failure to meet terms of quarantine	<u>Gross</u> Misdemeanor
7.04.056	Cruelty to animals	Misdemeanor
7.04.058	Confinement or restraint of a pet animal	Misdemeanor
7.04.060	Unlawful possession of exotic animal	Misdemeanor
7.04.062	Unlawful release of pet animal	Misdemeanor
7.04.120(A)	Violation of dangerous dog regulations	Gross Misdemeanor
7.04.120 (B) and (C)	Dangerous dog attack	Class C Felony

(Ord. No. 1189, § 2(Exh. A), 7-23-2015)

Editor's note(s)—Ord. No. 1189, § 2(Exh. A), adopted July 23, 2015, amended § 7.04.130 in its entirety to read as herein set out. Former § 7.04.130, pertained to infractions, and derived from Ord. 1016, § 1(part), adopted in 2008.

Chapter 15.24 – PUBLIC NUISANCES

15.24.010 Definitions.

The words and phrases used in this chapter, unless the context otherwise indicates, shall have the following meanings:

"Abandoned structure" means any property, real or personal, which is unattended and either open or unsecured so that admittance may be gained without damaging any portion of the property, or which evidence indicates that no person is presently in possession. Evidence of abandonment may include, but is not limited to, disconnected utilities, accumulated debris, uncleanness, and disrepair. In the case of chattels, location, length of time or any particular state of mind of the owner or person entitled to possession are not conclusive in determining whether the property is abandoned.

"Abate" means to repair, replace, remove, destroy or otherwise remedy the condition in question by such means and in such a manner and to such an extent as the enforcement officer, in his or her judgment, determines it necessary in the interest of the general health, safety and welfare of the community. It shall include stopping, discontinuing, or doing away with a condition on any premises which is in violation of this chapter or any part of the Ridgefield Municipal Code which defines a public nuisance.

"Attractive nuisance" means any property, real or personal, constituting or containing a dangerous condition which might reasonably be expected to attract children of tender years, including, but not limited to, abandoned or unoccupied dwellings or structures, abandoned wells, ice boxes or refrigerators with doors and latches, shafts, basements or other excavations, abandoned or inoperative vehicles or other equipment, structurally unsound fences or other fixtures, lumber, fencing, vegetation or other debris, abandoned property either real or personal as interpreted in the definition of abandoned.

"Building materials" mean and include lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing materials, cans of paint and similar materials.

"Dangerous building" means any structure fitting the definition as contained in Chapter 3, Section 302 of the Uniform Code for the Abatement of Dangerous Buildings.

"Director" means the community development director or designee.

"Enforcement officer" means the nuisance abatement officer under the supervision of the director of community development.

"Graffiti" means the writing, painting, or drawing of any inscription, figure, or mark of any type on any public or private building or other structure or any real or personal property owned by any other person unless that person has given permission to the perpetrator for such conduct.

"Grass" or "uncut grass" means any grass which is more than twelve inches tall.

"Junk" means and includes all old appliances, machinery or furniture or parts thereof, ~~all old iron, or other metal, or machinery of any kind or of any major parts thereof, glass, grass, cardboard, old lumber, old wood, or tires old or scrap metal, grass or other yard debris, cardboard, paper, trash, glass, waste or used lumber, old wood, old tires, batteries, dismantled vehicles or parts thereof, plastic or discarded household goods or hardware, or other waste.~~

"Premises" means any building, lot, parcel, real estate or land or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips and street.

"Refuse" means and includes all trash, dirt, garbage, discarded food, animal and vegetable matter, cans, bottles, and ashes.

"Responsible person" means the owner, any agent, lessee or tenant of any premises.

"Storage area" means any open area of a parcel of land in a residential, commercial and industrial use district.

(Ord. 867 § 1 (part), 2005).

Chapter 18.100 – Definitions.

18.100.032 "L" definitions.

Lamp. See "Lighting: Lamp."

Land use action. Any decision by the planning director, planning commission, hearing examiner, or city council related to land use, including but not limited to development approvals, and plan or code amendments.

Land use application. An application for approval to develop property consistent with Title 18 on forms prepared by the city of Ridgefield.

Land use decision. A final determination on a land use action or application made by the applicable review authority.

Landfill. A disposal site or part of a site at which refuse is deposited.

Landscape architect. A person licensed by the State of Washington to engage in the practice of landscape architecture as defined by RCW 18.96.030.

Landscaping. An approved arrangement of vegetation including trees, grass, bushes, shrubs, flowers and garden areas. For purposes of calculating landscape area, vegetated critical areas, critical area buffers, parks, trails and recreational areas ~~fountains, patios, street furniture, and ornamental concrete or stonework areas other than sidewalks~~ may be included. Landscaping does not include fountains, patios, street furniture, ornamental concrete or stonework areas, or utility facilities including stormwater facilities ~~protected critical areas or buffers, utility facilities including stormwater facilities, or developed parks, trails or recreational areas~~.

Landslide. Episodic down slope movement of a mass of soil or rock that includes, but is not limited to, rock falls, slumps, mudflows, and earth flows.

Landslide hazard areas. See RDC 18.280.170, Critical Areas Protection Definitions.

Light. See "Lighting: Light."

Light manufacturing. A use in which articles are produced by hand or by machinery, from raw or prepared materials, by giving to those materials new forms, qualities, properties, or combinations, in a process characterized by the repetitive production of items made to the same or similar specifications. Light manufacturing uses typically have little or no potential of creating noise, smoke, dust, vibration or other environmental impacts or pollution. Items produced are generally sold directly to other businesses, or are sold at wholesale. The retail sale of items to the general public is incidental to the production of goods.

Light pollution. See "Lighting: Light pollution."

Light trespass. See "Lighting: Light trespass."

Lighting definitions.

Accent lighting. Any luminaire that emphasizes a particular object or draws attention to a particular area for aesthetic purposes.

Cut-off angle (of a luminaire). The angle, measured from the lowest point between a vertical line from the center of the lamp extended to the ground and the first line of sight at which the bare source is not visible.

Exterior lighting. Temporary or permanent lighting that is installed, located or used in such a manner to cause light rays to shine outside. Fixtures that are installed indoors that are intended to light something outside are considered exterior lighting for the intent of this ordinance.

Exterior lighting fixture. A luminaire outside of an enclosed building or structure or any luminaire directed such that it primarily illuminates outdoor areas.

Fixture (also called a "luminaire"). A complete lighting unit including the lamps, together with the parts required to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply.

Floodlight. Light that produces up to one thousand eight hundred lumens (see Addendum 1 for light output of various lamps) and is designed to "flood" a well-defined area with light. Generally, floodlights produce from one thousand to one thousand eight hundred lumens.

Foot-candle. A measure of illuminance or a measure of how bright a light appears to the eye. One foot-candle is equal to one lumen/ft². As an example, a typical sixty-watt incandescent lamp (eight hundred forty lumens) produces an illuminance of 0.1 foot-candles at a distance of about twenty-five feet.

Fossil fuel light. Any exterior lighting fixture producing light directly by the combustion of natural gas or other fossil fuel.

Glare. Intense light that results in discomfort and/or a reduction of visual performance and visibility.

Lamp. The light-producing source installed in the socket portion of a luminaire.

Light. The form of radiant energy acting on the retina of the eye to make sight possible; brightness; illumination; a lamp, as defined above.

Light pollution. General sky glow caused by the scattering of artificial light in the atmosphere and resulting in decreased ability to see the natural night sky.

Light trespass. Any light emitted by an exterior luminaire that shines directly beyond the property on which the luminaire is installed, or indirectly shines beyond the property on which the luminaire is installed at a brightness (illuminance) that exceeds 0.1 foot-candles when measured at a point five feet within the adjacent property line at a height of five feet and facing the light fixture(s).

Lighting. Any or all parts of a luminaire that function to produce light.

Luminaire. See definition for "Lighting: Fixture."

Shielding. Materials or orientation such that no light rays are emitted by a fixture above the horizontal plane running through the lowest point of the fixture.

Spotlight. Any lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction.

Limited use. See "Use: Limited use."

Live/work unit. A structure or portion of a structure: (1) that combines a commercial or manufacturing activity that is allowed in the zone with a residential living space for the owner of the commercial or manufacturing business, or the owner's employee, and that person's household; (2) where the resident owner or employee of the business is responsible for the commercial or manufacturing activity performed; and (3) where the commercial or manufacturing activity conducted takes place subject to a valid business license associated with the premises.

Loading space. A space for the temporary parking and maneuvering of a vehicle while loading or unloading cargo or passengers.

Loop. Road of limited length forming a loop, having no other intersecting road, and functioning mainly as direct access to abutting properties. A loop may be designated for one-way or two-way traffic.

Lot definitions.

Corner lot. A lot abutting two or more streets at their intersection, or a lot abutting a street with an interior angle of one hundred thirty degrees or less.

Flag lot. A lot containing two distinct portions that does not meet minimum frontage requirements and where access to the public road is by a narrow, private right-of-way or driveway. A flag lot consists of the flag portion, the main portion of the lot suitable for building, and the pole portion, which is the narrow portion connecting the flag to the street which provides the only street frontage for the lot.

Interior lot. A lot or parcel of land other than a corner lot.

Lot. A parcel of land used or which is capable of being used under the regulations of this title, lawfully created as such in accordance with the subdivision laws or ordinances in effect at the time of its creation.

Lot area. The computed area contained within the lot lines, exclusive of street or alley rights-of-way.

Lot coverage. That portion of the lot that is covered by buildings, structures or impervious surface.

Lot depth. The horizontal distance between the midpoint of the front and opposite, usually, the rear lot line. In the case of a corner lot, the depth shall be the length of its longest front lot line.

Lot frontage. The length of the front lot line measured at the street right-of-way line.

Lot line. A line of record bounding a lot that divides one lot from another lot or from a public or private street or any other public space.

Lot line—Front. The property line abutting or facing a street, or approved private road or easements; where there is a question, the street address shall determine the front lot line.

Lot line—Rear. A lot line opposite and most distant from the front lot line; there may be more than one rear lot line if the lot is irregularly shaped.

Lot line—Side. Lot lines which are not a front lot line or a rear lot line.

Lot line—Street side. A corner lot side lot line abutting a street.

Lot of record. A lot as shown on the records of the county assessor or county auditor which meets the following:

1. The lot existed at the time of the passage of the ordinance codified in this chapter;
2. The lot was created in accordance with laws and regulations in effect at that time.

Lot width. The horizontal distance measured at the building setback line between the two opposite side lot lines. Average lot width shall be the average of the front and rear lot lines.

Minimum lot area. The smallest lot area established by the code on which a use or structure may be located in a particular district.

Through lot. An interior lot having a frontage on two streets and/or highways. Through lots are strongly discouraged by this title.

Low impact development (LID). A set of techniques that mimic natural watershed hydrology by slowing, evaporating/transpiring, and filtering water, which allows water to soak into the ground closer to its source.

Lowest floor. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of this title.

Luminaire. See "Lighting: Fixture."

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1232, § 2(Exh. A), 4-27-2017)

Chapter 18.205 - USES

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. Reserved.
11. P/OS: Parks/Open Space.
12. PF: Public Facilities.

Table 18.205.020-1

RESIDENTIAL GENERAL											
SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU ¹	WLS	E	P/OS	PF
Single-Family Detached Residential (RDC 18.206.020)	P	P-L									
Cottage Housing (RDC 18.206.040)	P	P									

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Duplex (RDC 18.206.050)	P	P									
Triplex (RDC 18.206.050)	P	P									
Townhouse (RDC 18.206.060)	P-L	P-L				P-L	P-L				
Accessory Dwelling Unit (RDC 18.206.030)	L	L									
Home Occupation (RDC 18.205.030)	L	L	L	L		L	L	L			
Multifamily Residential (RDC 18.206.070)		P	<u>P-L</u>			P-L	P-L	P-L			
Manufactured Home Park (RDC 18.730.020)	P	P									

GROUP RESIDENCES											
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			C		
Community Residential Facility	C-L	P	P-L	P-L	P	P-L					

TEMPORARY LODGING											
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			
Hotel and Motel				P	P	C	P	P			
Recreational Vehicle (Single)	P-L	P-L	P-L	P-L	P-L	P-L	P-L	P-L			

Recreational Vehicle Park				C	C		P-L				
Tent City	L	L	L	L	L	L	L	L	L	L	L

RETAIL/SERVICE												
SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF	
General Retail Trade/Services			P	P	P	P	P-L	P	P-L			
Marijuana Retail												
Eating and Drinking Establishment		C-L	P	P	P	P	P-L	P	P-L			
Artisan and Specialty Goods Production			L	L	L	L	L	L				
Motor Vehicle Related Use				P	P		P-L	P-L	C			
Electric Vehicle Infrastructure	P-L	P-L	P	P	P	P-L	P-L	P-L	P	P-L	P	
Gasoline Service Station				P	P	P	P		L			
Animal Kennel and Shelter				C-L	C-L				C-L			
Veterinary Clinic and Hospital			L	L	L	L	L	L	L			
Daycare Facility	P-L/C-L	P-L/C-L	P	P	P	P	P	P-L	P			
Funeral Home/Crematorium/Columbarium/Cemetery	C-L	C-L		P	P					P-L	P-L	
Boat and RV Storage Facilities									C-L			

EMPLOYMENT

SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
Office			P	P	P	P	P-L	P	P		P
Light Manufacturing					C	C	¹	C	P		
Research and Development				C	C	C	P		P		
Freight/Cargo Movement and Storage				C	C				C*		
Heavy Equipment and Truck Related Use											
Fleet Service				C	C	C			C*		
Warehousing									C*		
Wholesale Retail									P		
Marijuana Processing											
Marijuana Production											
Medical Cannabis Collective Gardens											
Self-storage									C		
Computer and Electronics Manufacturing					C				P		
*These uses shall only be permitted in facilities developed prior to January 19, 2020; any alteration is limited to 20% of the existing facilities, and shall be subject to Section 18.350.030, "Adjustment."											

ENTERTAINMENT AND RECREATION											
SPECIFIC LAND USE	RLD4 RLD6 RLD8	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
Adult Use Facility				L	L	L					
Indoor Entertainment Facility				P-L	P-L	P-L	P-L				

Community Recreation and Social Facility	C-L	C-L	C	P-L	P-L	P-L	P-L	P-L	P-L	P-L	P-L
Gambling Use											
Outdoor Performance Center					C		P		C		
Park or Trail ²	P	P	P	P	P	P	P	P	P	P	P

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

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

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

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

Table Notes:

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- (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; Ord. No. 1226, § 2(Exh. A), 12-15-2016; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1245, § 2(Exh. B), 11-2-2017; Ord. No. 1253, § 2(Exh. A), 12-7-2017; Ord. No. 1266, § 2(Exh. A), 9-13-2018; Ord. No. 1272, § 2(Exh. A), 10-25-2018; Ord. No. 1296, § 2(Exh. A), 10-10-2019; Ord. No. 1304, § 3(Exh. A), 12-5-2019; Ord. No. 1339, § 2(Exh. A), 5-27-2021; Ord. No. 1370, § 2(Exh. A), 9-8-2022; Ord. No. 1406, § 2(Exh. A), 7-13-2023)

Chapter 18.205 - USES

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 Chapter 18.100.

- A. Accessory Dwelling Unit. 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 CCB, CRB and E zones, animal kennels and shelters are allowed subject to Conditional Use Permit approval 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.
 - c. Kennels and shelters shall be located at least one thousand feet from any residence
 - d. Animals are allowed outside the primary structure only during daylight hours.
 - e. Solid waste shall be collected daily and placed in an appropriate receptacle. The receptacle shall be emptied at least weekly by the franchise waste collection provider.
 - f. Kennels and shelters shall not cause or permit noise which exceeds the maximum permissible noise levels set forth in WAC 173.60.040
 - g. Kennels and shelters intended to house animals shall only be permitted in CCB or CRB zones in conjunction with an approved veterinary clinic.
 - 2. All cleaning materials and/or chemicals used to clean areas where animals can be present on the subject property shall be appropriately disposed of, and in no instance shall any chemical product enter the storm sewer system.

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3. Animals, for the purposes of this section, refer to "pet animals" as defined by Title 7 and Title 18 of the Ridgefield Municipal Code.
- 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. Boat and Recreational Vehicle Storage Facilities.
1. The total boat and recreational vehicle storage spaces within the Ridgefield corporate boundary shall not exceed five percent of the 2018 Washington State Office of Financial Management population estimate for the city of Ridgefield. This calculation is to be construed as the total allowable boat and recreational vehicle storage spaces within Ridgefield, not on a single site basis.
 2. The planning horizon population numbers shall be updated during the Comprehensive Land Use Plan periodic update.
 3. One residential dwelling unit is permitted for a caretakers residence. The dwelling unit must be incorporated as part of an enclosed structure compliant with Section 18.205.030(G)(4)(a) below. A separate entrance shall be required for any residential use.
 4. In addition to conditional use permit criteria found in RDC 18.340 a conditional use review for new boat and recreational vehicle storage facilities shall include the following:
 - a. All storage spaces adjacent to a public right-of-way shall be located within fully enclosed structures, subject to the design standards of the Employment (E) zone, or commercial design standards if adjacent to Interstate 5.
 - b. Boat and recreational vehicle storage facilities shall not be located on a principal or minor arterial street or a corner where a principal or minor arterial street intersects with another road of a different classification.
 - c. Areas designated for boat and recreational vehicle storage that are adjacent to a site boundary not abutting the public right-of-way shall be covered, but not fully enclosed. The rooflines and visible architectural treatments shall substantially match those of the structures adjacent to public right-of-way.
 - i. Boat and RV storage areas not adjacent to a public right-of-way must provide a ten-foot wide L3 landscape buffer along the perimeter of the site and a minimum six-foot high solid fence or wall. At the discretion of the community development director landscaping shall not be required if a sight obscuring intervening element separates the proposed storage facility from any adjacent

parcels. Examples of a sight obscuring intervening element include vegetated critical areas or an existing structure which provides the necessary visual shielding. A solid fence or wall shall be required in all instances.

- ii. A maximum of twenty percent of on-site storage spaces may be uncovered. Any uncovered storage areas shall be located at the interior of the site and shall not be visible at grade from the exterior boundaries of the site.
- 5. Manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances, or other electrical equipment, or any other industrial activity is prohibited.
- 6. Conducting garage or estate sales is prohibited. This does not preclude auctions or sales for the disposition of abandoned or unclaimed property.
- H. 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.
 - 2. Shooting ranges, as defined under community recreation and social facility, are subject to a Type II "special use" review through community development which requires approval from Ridgefield Police and Building Departments and Clark Cowlitz Fire Rescue. The proposal shall be compliant with the standards in Title 18, Title 9.07 and WAC 332-52-145.
 - 3. Axe throwing lounges, as defined in RDC 18.100.010, are subject to a Type II "special use" review through community development which requires approval from Ridgefield Police and Building Departments and Clark Cowlitz Fire Rescue. The proposal shall be compliant with the standards in Title 18, Title 9.07 and WAC 314-03-060.
 - 4. Archery facilities are subject to a Type II "special use" review through community development which requires approval from Ridgefield Police and Building Departments and Clark Cowlitz Fire Rescue. The proposal shall be compliant with the standards in Title 18, Title 9.07 and WAC 332-52-145.
- I. 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. Ground floor residential uses are not permitted for buildings with frontage on Pioneer Street or Main Avenue.
 - 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.
- J. 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.
- K. Daycare facility.
 - 1. Daycare I facilities are permitted in residential zones only as an accessory to residential use, subject to the following:

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- 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.
- L. 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.

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- 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.
 - M. Reserved.
 - N. 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.
 - O. 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.
 - P. Emergency Services. In the residential and CNB zones:
 - 1. In the residential and CNB zones, any buildings from which firefighting equipment emerges onto a street shall maintain a distance of thirty-five feet from the street;

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2. In the residential and CNB zones, outdoor storage is not permitted; and
 3. In the residential and CNB zones, if a fire facility abuts both an arterial and a non-arterial street, all access and egress shall be via the arterial.
 4. Law enforcement training facilities are subject to a Type II "special use" review through community development which requires approval from Ridgefield Police and Building Departments and Clark Cowlitz Fire Rescue. The proposal shall be compliant with the standards in Title 18, Title 9.07 and WAC 332-52-145.
- Q. 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.
- R. 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.
- S. 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, unless otherwise exempt, provided there are no on-site sales associated with the use and the home occupation is located outside of 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.

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- 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.

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- 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.
- U. Indoor Entertainment Facility.
- 1. Shooting ranges, as defined under indoor entertainment facility, are subject to a Type II "special use" review through community development which requires approval from Ridgefield Police and Building Departments and Clark Cowlitz Fire Rescue. The proposal shall be compliant with the standards in Title 18, Title 9.07 and WAC 332-52-145.
 - 2. Axe throwing lounges, as defined in definitions, are subject to a Type II "special use" review through community development which requires approval from Ridgefield Police and Building Departments and Clark Cowlitz Fire Rescue. The proposal shall be compliant with the standards in Title 18, Title 9.07 and WAC 314-03-060.
 - 3. Archery facilities are subject to a Type II "special use" review through community development which requires approval from Ridgefield Police and Building Departments and Clark Cowlitz Fire Rescue. The proposal shall be compliant with the standards in Title 18, Title 9.07 and WAC 332-52-145.
- V. 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.
- W. Multifamily Residential.
- 1. ~~Reserved-In the CNB zone, residential uses are limited to upper stories.~~
 - 2. In the 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.
 - 4. In the CMU zone ground floor residential is only permitted as part of a horizontal mixed use development. Ground floor residential uses are not permitted for buildings with frontage on Pioneer Street or Main Avenue.
- X. Office.
- 1. In the WMU zone, drive-through banks are prohibited.
- Y. 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:

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- 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.
- Z. 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.
- AA. 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 18.210.080.
- BB. 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.
- CC. 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.
- DD. Self-Storage.
- 1. Self-storage facilities within the Ridgefield corporate boundary shall not exceed eight and thirty-two-hundredths square feet per capita based on the Washington State Office of Financial population estimate for the current year. This calculation is to be construed as the total allowable self-storage space within Ridgefield, not on a single site basis.
 - 2. The planning horizon population numbers shall be updated during the Comprehensive Land Use Plan periodic update.

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3. In addition to Conditional Use Permit criteria found in RDC 18.340 a Conditional Use review for self-storage shall include the following:
 - a. Self-storage units shall gain access from the interior of the building(s) or site. No unit doors may face public right-of-way.
 - b. Self-storage facilities shall not be located on a principal or minor arterial street or a corner where a principal or minor arterial street intersects with another road of a different classification. Self-storage facilities shall not be located adjacent to, or visible from, Interstate 5.
 - c. Self-storage facilities shall comply with all design requirements in the Employment (E) zone.
 4. Manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances, or other electrical equipment, or any other industrial activity is prohibited.
 5. Conducting garage or estate sales is prohibited. This does not preclude auctions or sales for the disposition of abandoned or unclaimed property.
 6. Storage of flammable, perishable, or hazardous materials or the keeping of animals is prohibited.
 7. Outdoor storage is prohibited. All goods and property stored at a self-storage facility shall be stored in an enclosed building. No outdoor storage of boats, RVs, vehicles, or similar, or storage pods or shipping containers is permitted.
- EE. Townhouses.
1. In the 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.
 2. In the CMU zone ground floor residential is only permitted as part of a horizontal mixed use development. Ground floor residential uses are not permitted for buildings with frontage on Pioneer Street or Main Avenue.
 3. Number of units allowed per townhouse building.
 - a. RLD zones: No more than four townhouses shall be allowed in a single building.
 - b. RMD-16 zone: No more than six townhouses shall be allowed in a single building.
 - c. All other zones: No more than four townhouses shall be allowed in a single building.
- FF. Single-Family Detached Residential.
1. For PUD subdivisions, see standards in RDC 18.401.060.
 2. Only single story single-family detached structures are permitted in the RMD-16 zone. This limitation does not apply to cottage housing.
- GG. 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.

HH. 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.

II. Utility Facility.

1. In the RLD-4, RLD-6, RLD-8, RMD-16, CNB, CMU, WMU, WLS, ~~E 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 outright on sites adjacent to only nonresidential zones subject to the site plan review requirements of RDC 18.500.
 - ~~b.c.~~ Major utility facilities are permitted conditionally on sites adjacent to residential zones subject to the site plan review requirements of RDC 18.500 and the conditional use requirements of RDC 18.340.
 - d. Essential public facilities on sites adjacent to only nonresidential zones are exempt from the height limitations of the base zone.

~~2.~~ 2. In the WMU zone, municipal wastewater treatment facilities are prohibited.

JJ. 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.

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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.
- KK. Wireless Communication Facilities. See RDC 18.760 Wireless Communication Facilities for applicable regulations.
- LL. Gasoline Fueling Stations. Gasoline fueling stations are permitted in Employment zones "E" within one thousand feet of an intersection of two road alignments classified arterial or greater.
- (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; Ord. No. 1226, § 2(Exh. A), 12-15-2016; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1245, § 2(Exh. A), 11-2-2017; Ord. No. 1253, § 2(Exh. A), 12-7-2017; Ord. No. 1260, § 2(Exh. A), 4-26-2018; Ord. No. 1266, § 2(Exh. A), 9-13-2018; Ord. No. 1272, § 2(Exh. A), 10-25-2018; Ord. No. 1290, § 2(Exh. A), 4-25-2019; Ord. No. 1325, § 2(Exh. A), 9-24-2020; Ord. No. 1339, § 2(Exh. A), 5-27-2021; Ord. No. 1370, § 2(Exh. A), 9-8-2022; Ord. No. 1406, § 2(Exh. A), 7-13-2023)

18.206.020 Single-family design standards.

- This bonus is available for a limited percentage of each development's total dwelling units as follows. Once the percentage cap is reached, such dwelling units are counted as one full dwelling unit.

- For example, a subdivision on a net ten-acre parcel has a default maximum capacity of forty units. If four of the units are small single family dwellings, the calculated density is thirty-eight units, but the functional total is forty-two units (a bonus of two units).

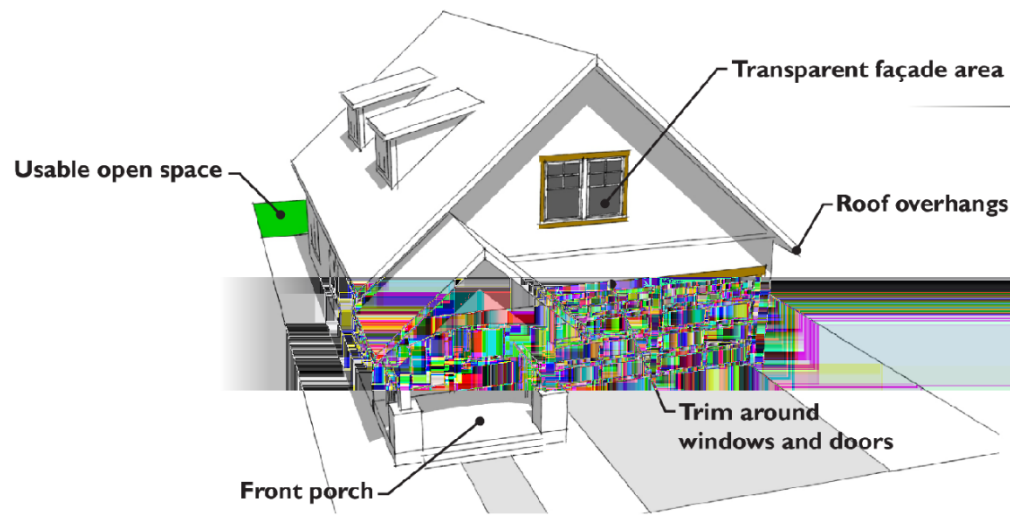
- iii.c. RLD-8: Up to twenty percent of such units qualify.

- D. Every home shall contain the following features:

- iii.c. Other design treatments that add depth, richness, and visual interest to the façade.

6. Minimum front façade window transparency: At least ten percent. This applies to all vertical surfaces of the façade elevation (excluding rooflines). Windows and their frames shall be used in the calculations, while trim may not be included. Garage door windows may be used to meet up to fifty percent of the minimum transparency requirement.

Figure 18.206.020-D
Example of required design features.



- E. Architectural design. To ensure variety in architecture and to reduce the dominance of garages on the streetscape, applicants for new residential developments shall demonstrate compliance with the following provisions at the time of building permit application:
1. Front façade variety. Dwellings with the same front façade located on the same side of a street shall be separated by no less than four lots, and dwellings with the same front façade located on opposite sides of a street shall be separated by no less than four lots, with the lot directly across the street not included in the four-lot calculation. In this context, the lot "directly across the street" means the lot with which the greatest portion of frontage aligns with the frontage of the subject lot.
 - a. Structural elements.
 - i. Covered porch area with a minimum of fifteen square feet.
 - ii. Dormers.
 - iii. Gables.
 - iv. Hipped, gable, gambrel, mansard or similar pitched roof.
 - v. Bay windows.
 - vi. Twelve-inch offset from one exterior wall to another.
 - vii. Balconies.
 - viii. Roofline offset of at least two feet from the top surface of one roof to the other.
 - ix. Vertical breaks/horizontal walls.
 - x. Recessed building entry at least two feet deep by four feet wide.
 - xi. Other structural element that adds comparable visual interest to the features above, as approved by the community development director.
 - b. Decorative elements.

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- i. Decorative garage doors.
 - ii. Pillars/posts.
 - iii. Decorative eave or barge boards with two material variations.
 - iv. Decorative shingles or varied siding in gables.
 - v. Decorative siding (shingles, shake, batten board, wainscoting, or similar).
 - vi. Brick, stone or cedar accents covering at least ten percent of the front facade wall surface area.
 - vii. Variable siding; the use of two or more types of siding.
 - viii. Fiber-cement horizontal lap siding between three and seven inches wide.
 - ix. Shed roof above window(s).
 - x. Belly Band cladding.
 - xi. Functional shutters or louvers.
 - xii. Corner boards/posts.
 - xiii. Knee or eave braces.
 - xiv. Enlarged trim on garage door headers at least six inches wide.
 - xv. Other architectural elements, other than color, glass or lighting, approved by the community development director.

Figure 18.206.020-E.1
Example of front façade features.



- A. Covered porch, dormer, pitched roof, pillars/posts, stone accents, variable siding, belly band cladding, knee/eave braces.
- B. Covered porch, pitched roof, exterior wall offsets, roofline offsets, pillars/posts, variable siding, and "other" decorative elements being window trim keystones and extruding joists.
- C. Covered porch, pitched roof, pillars/posts, variable siding, decorative windows/trim, and knee/eave braces.
- D. Pitched roof, covered porch, exterior wall offsets, variable siding, and decorative window treatments.

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2. Garage design and integration. Garages or carports detached from or attached to the main structure and facing the street shall comply with at least one of the following features listed below. For lots less than fifty feet wide and featuring driveways wider than twelve feet wide and/or two-car garages facing the street, see the garage design and integration standards in subsection (E)(3) of this section.
 - a. Set back the garage or carport from the front building facade or front face of a covered porch, by a minimum of four feet. To qualify as a porch under this subsection, the porch must extend along a minimum of fifty percent of the street-facing building facade that is not devoted to the garage, and must be at least six feet wide.
 - b. Provide enhanced architectural details. Under this option, the front façade shall contain a minimum of six elements from elements lists under subsection (E)(1) of this section, including at least two elements from the structural elements list and at least two elements from the decorative elements list.

Figure 18.206.020-E.2
Garage design integration examples.



Left: Garage set back from the front covered porch at least four feet. Right: Garage set back less than four feet, and the front façade includes enhanced architectural details including a covered porch, variable siding, pillars/posts, balcony, and other details.

3. Garage design and integration for lots less than fifty feet wide and featuring driveways wider than twelve feet wide and/or two-car garages facing the street. Standards:
 - a. The home must feature at least one of the following massing elements:
 - i. Upper floor living space and/or covered deck that projects at least eighteen inches in front of ground level street façade surrounding the garage. The projecting living space and/or covered deck area must occupy a space at least seventy-five percent of the width of the garage door.
 - ii. An upper floor living space that is recessed from the ground level street façade surrounding the garage by at least eighteen inches. A roofline must separate the first floor from the façade of the second floor. The second floor roofline must be modulated (one continuous roofline is not allowed).

- iii. Other massing designs that effectively deemphasize the garage doors and add visual interest to the streetscape.
- See Figure 18.206.020-E.3 for acceptable and unacceptable examples of both subsections (i) and (ii).
- b. The home must also comply with at least one of the following design/detail options:
 - i. Minimum front façade window transparency: At least twelve percent. This applies to all vertical surfaces of the street façade elevation (excluding rooflines). Windows and their frames shall be used in the calculations, while trim may not be included. Garage door windows may be used to meet up to fifty percent of the minimum transparency requirement.
 - ii. Provide enhanced architectural details on the street facade, using minimum of eight elements from elements lists under subsection (E)(1) of this section, including at least three elements from the structural elements list and at least three elements from the decorative elements list.
 - c. Any balconies over the driveway should have structural design, materials, and color that is well-integrated into the composition of the façade.
 - d. The front door must be located on the street façade elevation. Front doors that are tucked behind the garage door do not meet this requirement. For clarification, the homes in images C and D in Figure 18.206.020-E.3 meet this requirement, while the homes in images E and F do not meet this requirement.
 - e. Garage doors are encouraged to be colored consistent with the body of the house. Transparent and semi-transparent garage doors are an exception.

Figure 18.206.020-E.3
Garage design integration examples on narrow lots.



- A. Acceptable: Covered deck projects over garage/driveway. The prominent entry, mix of materials, detailing, and roofline modulation also help emphasize the living areas over the garage.
- B. Acceptable: Living areas project over the garage/driveway. The mix of materials, detailing, and roofline modulation also help.



C and D. Acceptable: Upper floor living area is recessed behind garage-wall and separated by rooflines in both examples. While the front doors are set back from the street, they are facing the street and visible from the street. The mix of materials, detailing, and roofline modulation also help. Images courtesy of urbannw.com.



- E. NOT acceptable: The front door is tucked behind the garage and largely not visible from the street. While the recessed second floor, rooflines, material changes and detailing help, the garage takes up the entire ground level of the street façade. Also, the façade transparency does not meet the minimum twelve percent threshold.
 - F. NOT acceptable: These homes feature flat street facades with the garage door dominating the ground level elevation. While the balcony helps, it's not covered and appears tacked-on to the façade. Also, the front doors are not visible from the street.
4. Where houses are served by alleys, all garages and on-site parking shall be accessible from the alley and the facade of the house facing the street shall be designed as the front of the house including, but not limited to, a primary building entrance consisting of inward swinging door(s), porch(es), window(s) and pathway(s) to the street.
- F. Minimum Useable Open Space.
1. Every home shall provide a minimum one hundred-square-foot covered outdoor area at the side or rear of the dwelling.
 2. Every lot shall provide a useable open space equivalent to at least ten percent of the lot area, with a minimum dimension of fifteen feet on all sides of the useable open space. For example, a four thousand-square-foot lot would require a contiguous open space of at least four hundred square feet. Porches, patios, and the covered outdoor area required above may be used to fulfill this requirement provided they are part of an open space that meets the minimum dimension requirement.
 3. If the rear edge of the usable open space is within five feet of an alley, any fence between the rear edge and the alley shall be limited to four feet in height except where the portion of the fence between four and six feet in height is at least fifty percent transparent. Vegetative matter which functions as a fence has no height limit.
 4. Driveways shall not count in the calculations for usable open space.

5. Additions must not create or increase any nonconformity with this standard.

Figure 18.206.020-F.1

Examples of how to integrate minimum useable open space on small lots.

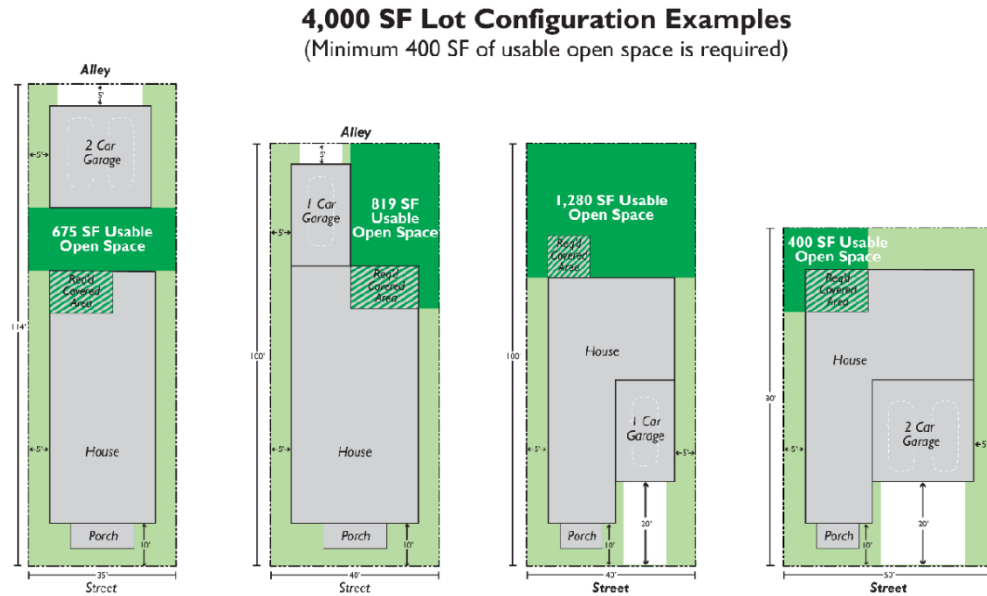


Figure 18.206.020-E.2

Good and bad examples of useable open spaces.



Left: Alley loaded lot that uses a zero-lot line configuration that allows for a wider/consolidated side yard (at least fifteen feet wide) where the adjacent home excludes windows on the facing wall. Right: Open space that is both too narrow and awkwardly located to be useable.

- G. Driveway standards. The following standards apply to driveways on lots less than fifty feet wide with vehicular access from the street.

1. Driveways are limited to twelve feet in width, except as provided in subsection (2) below.

-
2. Driveways may be up to twenty feet in width when on-street parking is prohibited on the near side of the street and the subject homes comply with the design provisions of subsection (E)(3) of this section.
- H. Tree Standards. Trees shall be integrated on new lots at the time of occupancy as provided below.
1. Lots less than seven thousand square feet in area: Minimum three trees.
 2. Lots seven thousand square feet in area or greater: Minimum four trees.
 3. Where one or more existing native trees (as set forth in RDC 18.830.050) are preserved and integrated into the design of the development, the community development director will allow for credits of up to four required trees for each preserved tree depending on the size, health, and maturity of the tree.
 4. See RDC Chapter 18.725 for related landscaping plans, installation, and maintenance standards.

Figure 18.206.020-G
Examples of integrating existing trees into a new subdivision.



Right: Google Streetview showing one of those large trees, where the lot pattern was shifted to accommodate the tree.
(Ord. No. 1339, § 2(Exh. A), 5-27-2021; Ord. No. 1406, § 2(Exh. A), 7-13-2023)

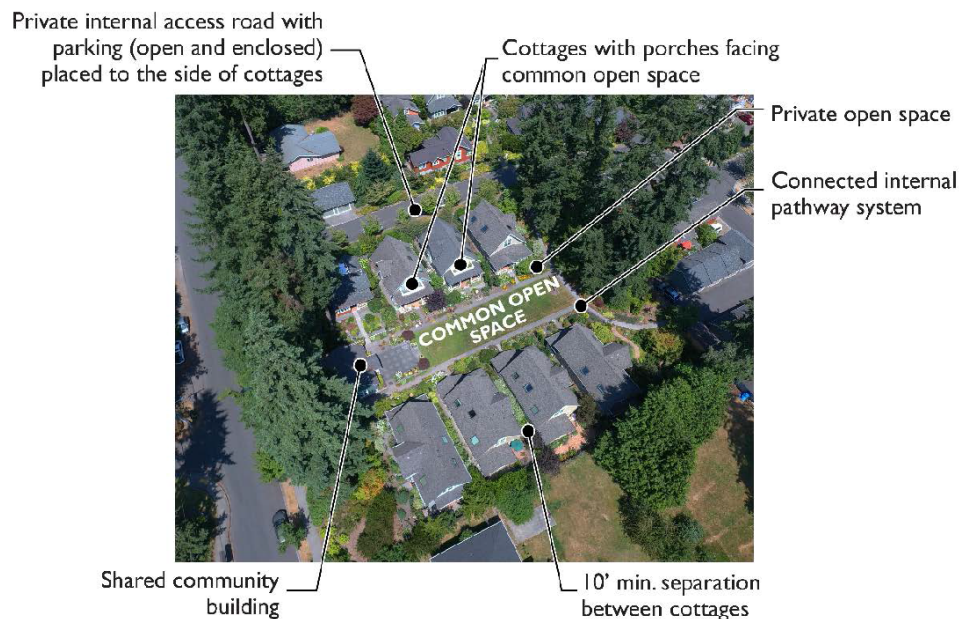
Chapter 18.206 – RESIDENTIAL USE STANDARDS

18.206.040 Cottage housing.

A. Purpose.

1. Provide opportunities for creative, diverse and high-quality infill development that is compatible with existing neighborhoods.
2. Promote housing affordability and greater choice by encouraging smaller and more diverse home sizes in accordance with the Ridgefield Urban Area Comprehensive Plan.
3. Support compatibility with existing neighborhoods by promoting high-quality design.
4. Support more efficient use of urban residential land.
5. Enhance the character of the residential neighborhood.
6. Provide usable open space for residents.
7. Create a sense of community among residents.

Figure 18.206.040-A
Cottage housing site plan example.



B. Standards.

1. Lot Standards.
 - a. Cottages are exempt from minimum lot area and lot width standards, provided they comply with density and design standards herein.
 - b. Impervious surface is calculated for the entire development and must meet the standard for the zone.

-
2. Cottage size.
 - a. Cottages must contain no more than one thousand two hundred square feet gross floor area in total, not including attached garages. A covenant restricting any increases in unit size after initial construction shall be recorded against the property. Vaulted space may not be converted to habitable space.
 - b. Garages attached to cottages shall not exceed three hundred square feet.
 3. Density.
 - a. Due to the smaller relative size of cottage units, each cottage may be counted as one-half a dwelling unit for the purpose of calculating density. For example, a cluster of six cottages would be equivalent to three dwelling units.
 - b. Where cottage dwellings are integrated with other housing types qualifying for density bonuses, RDC 18.210.025.F.2 sets forth the cumulative limitations to the percentage of qualifying bonus dwelling units in a development.
 - ~~4. Location. Cottage developments may not be located closer than the distance noted below to another development approved under the provisions of this chapter:~~
 - ~~a. One to nine units: two hundred fifty feet.~~
 - ~~b. Ten to nineteen units: five hundred feet.~~
 - ~~c. Twenty to twenty-four units: seven hundred fifty feet.~~
 - ~~54.~~ Minimum and maximum number of cottages.
 - a. Cottage housing developments must contain a minimum of three cottages.
 - b. Three to twelve cottage structures may make up a cluster. There is no limit on the number of clusters, provided all other standards are met.
 - c. In the RLD-6, RLD-8, and RMD-16 zones, attached duplex cottages are allowed. In the RMD-8 and RMD-16 zones, attached triplex cottages are allowed.
 - d. Existing single-family detached dwelling units may remain on the subject property and each will be counted as one dwelling unit for the purpose of density calculations.
 - ~~65.~~ Setbacks and separation.
 - a. The minimum setbacks of the zone apply to the development frontage and external side and rear property lines of the entire cottage development.
 - b. Individual cottages must be separated from other cottages by at least ten feet. Permitted projections into required side yard setbacks in RDC 18.210.040 and 18.220.040 apply.
 - c. Cottages must be set back at least five feet from any internal pedestrian path. Permitted projections into required front yard setbacks in RDC 18.210.040 and 18.220.040 apply.
 - d. Cottages must be set back at least ten feet from any internal access lanes that provide access to four or more cottages. For access lanes serving less than four cottages, at least five feet of separation is required between access lanes and cottages. Permitted projections into required front yard setbacks in RDC 18.210.040 and 18.220.040 apply for setbacks to internal access lanes.
 - ~~76.~~ Building height.
 - a. Cottages have a maximum building height of twenty-five feet. All parts of the roof above eighteen feet must be pitched with a minimum roof slope of 6:12.

-
- b. Accessory structures in cottage housing developments are subject to the standards of the underlying zone.

7. ~~8~~ Design features. Each cottage shall contain the following features:

- a. Contrasting trim measuring a minimum of three inches wide on all wall openings.
- b. Roof overhang measuring a minimum of six inches.
- c. Clear and obvious pedestrian access between the sidewalk (or the street if there is no sidewalk) and the buildingcottage entry is required for new dwellings.
- d. All new dwellings must provide a coveredCovered pedestrian entry with minimum weather protection of three feet by three feet (a covered porch or recessed entry).
- e. Transparent windows and/or doors are required on at least ten percent of facades featuring the primary entrance and facing streets and common open spaces. For corner lots, this standard is only applied to the elevation containing the primary entrance.

~~Entries.~~

- a. ~~Clear and obvious pedestrian access between the sidewalk (or the street if there is no sidewalk) and the building entry is required for new dwellings.~~
- b. ~~All new dwellings must provide a covered pedestrian entry with minimum weather protection of three feet by three feet (a covered porch or recessed entry).~~

~~9. Facade transparency. Transparent windows and/or doors are required on at least ten percent of facades featuring the primary entrance and facing streets and common open spaces. For corner lots, this standard is only applied to the elevation containing the primary entrance.~~

8. Design variety. Cottages within a cluster shall have a cohesive design signature, however, adjacent cottages may not be identical to one another.

109. Common open space.

- a. Minimum Size. Common open space must be at least four hundred square feet per cottage.
- b. Minimum Dimensions. Common open space must have no dimension less than fifteen feet. Areas used to meet private open space requirements may not be double-counted as common open space.
- c. Elements. Common open space may include a lawn, courtyard, plaza, garden, or other shared central open space and may not include parking areas. Common open space must be usable and may not include critical areas, critical area buffers, or slopes greater than fifteen percent. LID stormwater BMPs, like rain gardens, may be integrated in up to twenty-five percent of the minimum required usable open space area.
- d. Orientation. Common open space must have cottages abutting on at least two sides. At least fifty percent of the cottages in each cottage housing cluster must abut common open space. Cottages abutting the common open space must be oriented around and have the primary entrance face the common open space.
- e. Access. Cottages must be within one hundred feet walking distance of the common open space and feature a direct pedestrian connection to the common open space.
- f. Fences. Fences are not allowed within required open space areas unless required as a condition of approval.

-
- g. Landscaping. Landscaping located in common open space areas shall be designed to allow for easy access and use of the space by all residents, and to facilitate maintenance needs (see related standards in RDC 18.725.090). Integration of existing trees into common open space is encouraged (see related standards in RDC Chapter 18.840).

1110. Shared community buildings.

- a. A shared community building may be integrated into the required common open space but it must not be included in the minimum common open space area calculations.
- b. Nonresidential use. A shared community building may include uses such as, but not limited to, a multi-purpose entertainment space, recreation center, kitchen, library, storage space, workshop, or similar amenities that promote shared use and a sense of community. Commercial uses other than daycare are prohibited (see RDC 18.205.030.K).
- c. Height. Shared community buildings have a maximum building height of twenty-five feet. All parts of the roof above eighteen feet must be pitched with a minimum roof slope of 6:12.
- d. Size. Shared community buildings have a maximum ground floor footprint of one thousand two hundred square feet.
- e. Other standards. Except for the height and size exceptions identified in subsections (10)(c)—(d) of this section, shared community buildings are subject to the accessory structure standards of the underlying zone.

1211. Private open space.

- a. Minimum size. The minimum private open space adjacent to each cottage must be at least two hundred square feet.
- b. Minimum dimensions. The private open space must have no dimension less than ten feet.
- c. Access. The private open space must have direct access from the cottage via a door or porch.
- d. The required porch [see subsection (12)(e) of this section] does not count as private open space for the size or dimension requirements of this section. The private open space is encouraged to be located between the cottage and the common open space.
- e. Porches. Cottage facades facing the common open space or common pathway must feature a roofed porch at least seventy square feet in size with a minimum dimension of seven feet on any side. Cottages sited between a street and the common open space are also subject to the entry requirements in subsection (B)(7) of this section.
- f. Private open space must be usable and may not include critical areas or critical area buffers, including slopes greater than fifteen percent.

1312. Access and parking.

- a. See the Ridgefield Engineering Standards for driveway and access requirements.
- b. Off-street parking standards, including guest parking provisions, are set forth in RDC Chapter 18.720.
- c. Parking areas must be located to the side or rear of cottage clusters. Parking must not be located between the street and cottages nor between cottages and common open space.
- d. Parking and access lanes must be screened from adjacent residential uses by landscaping or architectural screens. For parking areas and access abutting residential uses, at least five feet of Type L1, L2, or L3 landscaping (see RDC 18.725.030) must be provided between the parking area and the abutting residential use.

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- e. Parking is encouraged to be consolidated under cover. Shared detached garage structures may not exceed four single-wide garage doors per building, a total of one thousand two hundred square feet. The massing, materials, and roof pitch of shared detached garages must be similar and compatible to the dwelling units within the development.
 - f. Uncovered parking must be located in clusters of not more than six adjoining spaces (except where adjacent to an alley). Driveway space in front of private garages is exempt from this provision.
 - g. Attached garages must not be located adjacent to the common open spaces. This requirement may be waived provided the combination of the common open space design, garage location and design, and landscaping/architectural design features helps to create a common open space that meets the purposes of the standards and the design mitigates the impact of the garages on the common open space.

1413. Impervious surface standards. The maximum impervious surface standards ~~per Table 18.210.025-1 of the base zone~~ apply to the whole cottage development rather than for individual cottage dwellings.

1514. Tree standards. Trees shall be integrated into cottage developments at the time of occupancy as provided below.

- a. A minimum of two deciduous and one and one-half evergreen trees are required per cottage.
- b. Required trees shall be distributed around the site in front, side, and rear yards, adjacent to parking areas, within private open space adjacent to cottages, and/or within common areas.
- c. Where one or more existing native trees (as set forth in RDC 18.830.050) are preserved and integrated into the design of the development, the community development director will allow for credits of up to four required trees for each preserved tree depending on the size, health, and maturity of the tree.
- d. See RDC Chapter 18.725 for related landscaping plans, installation, and maintenance standards.

1615. Accessory dwelling units are not permitted in cottage housing developments.

(Ord. No. 1339, § 2(Exh. A), 5-27-2021)

Chapter 18.210 – RESIDENTIAL LOW DENSITY DISTRICTS

18.210.060 Design provisions along major corridors.

- A. The following standards apply to all lots abutting or adjacent to the public rights-of-way of major corridors, which are defined as Hillhurst Road, Pioneer Street (east of the Gee Creek crossing), ~~45th Avenue~~, and ~~South Royle Road~~. Adjacent, when used in this section, means, separated by a street, tract, open space, or similar intervening element. These standards may not be modified through the Planned Unit Development (PUD) process. The 6-foot height requirement for the fence or wall may not be modified through the administrative adjustment or variance processes.
- B. Setbacks. All yard setbacks for applicable lots are twenty-five feet from the major corridor right-of-way.
- C. Fencing and Walls. All residential lots shall comply with the following fencing and wall standards in addition to RDC 18.210.110 and Chapter 18.740.
 - 1. Install a fence or wall continuously along major corridors as listed in subsection (A) of this section, and located directly behind the planting strip required in subsection (D) of this section. The fence or wall must comply with the site clearance provisions of Section 2.15 of the city engineering standards.
 - 2. The fence or wall must be a minimum of six feet high and be constructed to give the appearance of earth tone stone with columns or physical indentations in the fence or wall at least every fifty lineal feet to reduce the massing effect of the fence material. The fence or wall design shall be compatible with nearby fences and walls along the major corridors and shall match the design of any previous fences or walls in the same subdivision. The design shall be approved by the community development director.
 - 3. The property owner, developer or homeowners association is responsible for the maintenance of the fence or wall.
 - 4. The fence or wall shall not be built until the city issues a fence permit consistent with RDC 18.740.050, the city issues a building permit for a wall, or grants approval through the development review process.
- D. Landscaping. The following standards are in addition to the requirements in RDC 18.725. Figure 18.210.065-D is an example of design adhering to these standards.
 - 1. A minimum five-foot wide planting strip shall be required between the property lines of abutting lots, tracts or parcels and the required fence listed in subsection (C) of this section. Vegetation within this planting strip shall satisfy the following standards:
 - a. Proposed vegetation shall be detailed in a landscape plan, consistent with the requirements of RDC 18.725.070, that addresses plant location, plant type, quantity, initial and mature planting sizes and method of irrigation.
 - b. The planting strip shall be planted with a diverse mixture of evergreen trees, native shrubs and groundcover. Water features (creeks, fountains, etc.) may augment or replace the landscaping feature.
 - c. All plantings shall remain fifty percent opaque year round.
 - d. An in-ground irrigation system shall be installed to ensure the growth and long-term viability of planted materials.
 - e. The perpetual maintenance and operation of the planting strip shall be the responsibility of a homeowner's association and/or the developer.

Figure 18.210.060-D
Major corridor plan-view example.

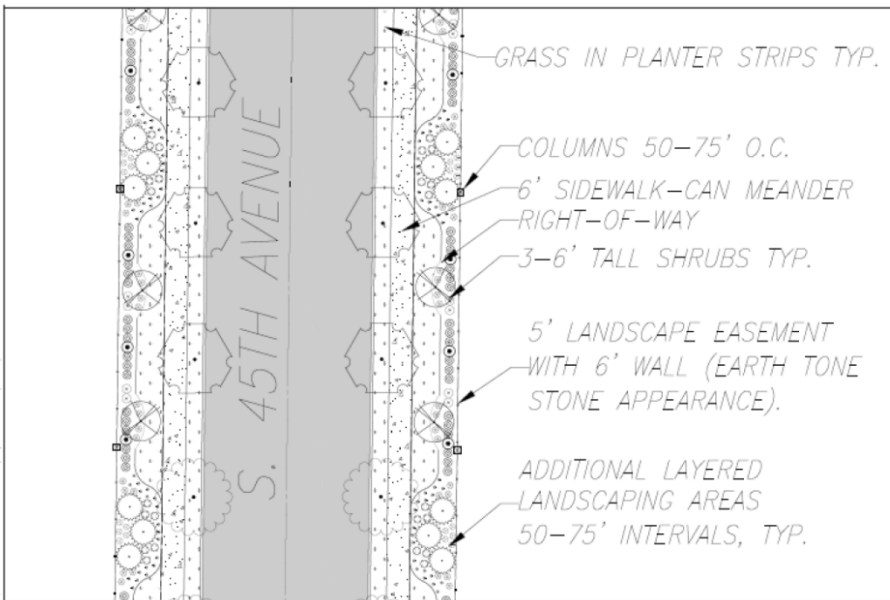
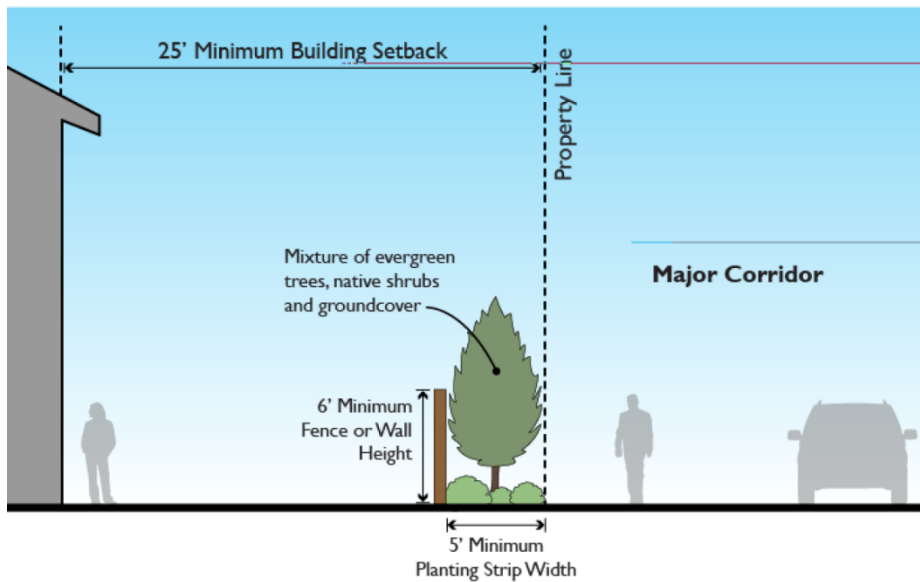


Figure 18.210.060-D.2
Major corridor cross section example.



(Ord. No. 1339, § 2(Exh. A), 5-27-2021)

Editor's note(s)—Ord. No. 1339, § 2(Exh. A), adopted May 27, 2021, amended § 18.210.060 in its entirety to read as herein set out. Former § 18.210.060 pertained to neighborhood design standards and derived from Ord.

No. 1132, § 2(Exh. A), adopted July 11, 2013; Ord. No. 1232, § 2(Exh. A), adopted April 27, 2017; Ord. No. 1253, § 2(Exh. A), adopted Dec. 7, 2017; and Ord. No. 1325, § 2(Exh. A), adopted Sep. 24, 2020.

Chapter 18.210 – RESIDENTIAL LOW DENSITY DISTRICTS

18.210.080 Vehicles in residential zones.

- A. Purpose. Parking lots and outdoor storage of vehicles or recreational vehicles shall not be a primary use of any low density residential lot. Violation of this section is a public nuisance.
- B. Applicability. These regulations apply to all residential uses in RLD-4, RLD-6, and RLD-8 zones.
- C. Restrictions.
 - 1. Off-street parking is only permitted on approved driveways, parking lots or in garages.
 - 2. Passenger vehicles, light trucks and trucks under two ton gross weight may park in any approved parking area, including the street, or garage, so long as they do not pose an impediment to pedestrian or other vehicular traffic.
 - 3. Motor homes, recreational vehicles and utility trailers shall not be parked on street for a period of two weeks or more during any calendar year.
 - 4. Motor homes, recreational vehicles and utility trailers may be parked in off-street parking areas ~~as follows; including driveways, so long as they are not parked between the front lot line and the primary façade of the dwelling outside of the period between Memorial Day and Labor Day.~~
 - a. ~~RLD-8 zone, in allowed off-street parking area;~~
 - b. ~~RLD-6 and RLD-4 zones, in allowed off-street areas, including driveways; so long as they are not parked between the front lot line and the primary facade of the dwelling.~~
 - 5. Recreational vehicles are further subject to the provisions of RDC 18.205.020 and 18.205.030.

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

Chapter 18.220 – RESIDENTIAL MEDIUM DENSITY DISTRICT

18.220.070 Design provisions along major corridors.

- A. The provisions of RDC 18.210.060 apply to all lots abutting or adjacent to the public rights-of-way of major corridors, which are defined as Hillhurst Road, Pioneer Street (east of the Gee Creek crossing), ~~45th Avenue,~~ and ~~South~~ Royle Road. Adjacent, when used in this section, means, separated by a street, tract, open space, or similar intervening element.

(Ord. No. 1339, § 2(Exh. A), 5-27-2021)

Editor's note(s)—Ord. No. 1339, § 2(Exh. A), adopted May 27, 2021, amended § 18.220.070 in its entirety to read as herein set out. Former § 18.220.070 pertained to additional design provisions along major corridors and derived from Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013; and Ord. No 1207, § 2(Exh. A), adopted May 26, 2016.

Chapter 18.220 – RESIDENTIAL MEDIUM DENSITY DISTRICT

18.220.095 Vehicles in residential zones.

- A. Motor homes, recreational vehicles and utility trailers shall not be parked on street for a period of two weeks or more during any calendar year.
- B. Motor homes, recreational vehicles and utility trailers may be parked in off-street parking areas, including driveways, so long as they are not parked between the front lot line and the primary facade of the dwelling outside of the period between Memorial Day and Labor Day.

(Ord. No. Ord. No. 1234, § 2(Exh. A), 6-22-2017)

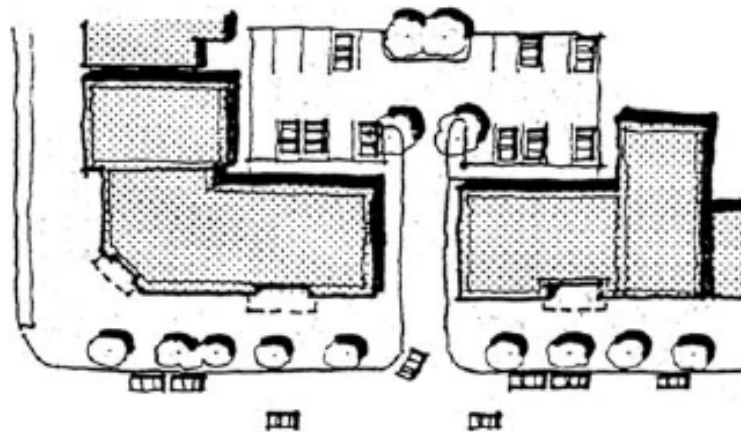
Chapter 18.230 – COMMERCIAL DISTRICTS

18.230.080 Off-street parking and loading.

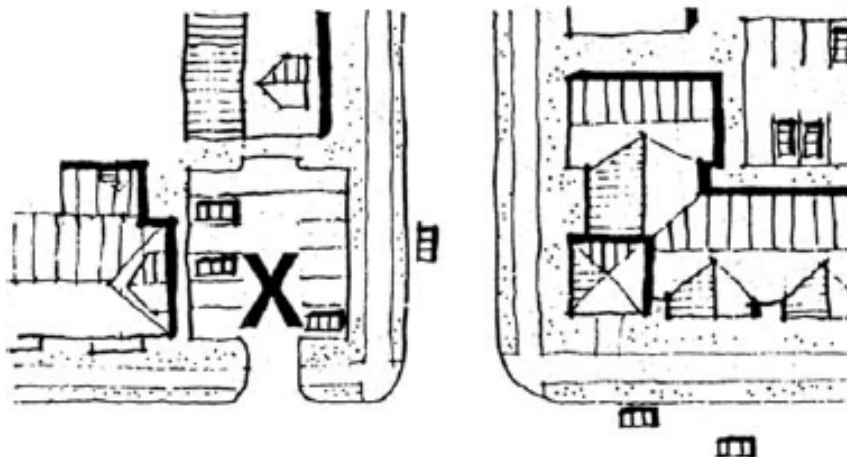
- A. Off-street parking and loading shall be provided as required in Chapter 18.720.
- B. Parking areas shall be located to minimize their visual and functional impact, generally by locating parking areas along the rear and sides of the buildings, and shall comply with the following standards in lieu of compliance with RDC 18.720.040.C.1.

ACCEPTABLE

Parking behind shops



UNACCEPTABLE



Street corners are not appropriate locations for parking lots.

1. For sites along pedestrian streets, parking areas shall not be placed forward of the maximum setback or the front building façade, whichever is closer to the property line, for more than twenty percent of

-
- the site's street frontage not encumbered by critical areas or significant vegetation, with the exception of driveways and drive aisles perpendicular to the street frontage.
2. For sites along major corridors, parking areas shall not be placed forward of the maximum setback or the front building façade, whichever is closer to the property line, for more than fifty percent of the site's street frontage not encumbered by critical areas or significant vegetation, with the exception of driveways and drive aisles perpendicular to the street frontage. Slip lane parking lots per RDC 18.230.080.C. are also exempt from this standard.
 3. For sites located on a corner lot or other lot with multiple frontages, both frontages must meet the applicable limitations for parking area locations. No parking area shall be closer than one hundred feet to any corner formed by two public streets, unless the length of the frontage along both streets is less than one hundred feet in which case the parking area shall be located as far as practicable from the corner.
 4. The area between the property line and the parking area, with the exception of driveways and drive aisles providing access to the parking area, shall be fully landscaped to an L2 standard.
- C. Slip lane parking lots are permitted along the street frontage of major corridors, and are exempt from the 50 percent street frontage limitation for parking lots in RDC 18.720.040.C.1.
1. Slip lane parking lots may consist of one, one-way drive aisle and one row of parking stalls arranged parallel or angled, meeting the dimensional standards of RDC Table 18.720.040-1. The combined width of the drive aisle and parking stalls shall not exceed forty-four feet.
 2. Slip lane parking lots shall include a sidewalk with a minimum width of five feet between the parking lot and the interior of the site, running the full length of the slip lane parking lot.
 3. Along a minimum of seventy-five percent of the length of the slip lane parking lot, buildings shall be set back no more than five feet from the back edge of the required sidewalk.
 4. Buildings fronting the slip lane parking lot shall provide a primary pedestrian entrance directly facing the parking lot.
 5. Where practicable, slip lane parking lots shall extend to the edge of the property line to allow seamless continuation along the adjoining properties.
 6. Slip lane parking lots shall only be allowed if the public works director approves access onto the arterial, which may include limitations on driveway spacing and restricted turn movements.

~~D. Off-street parking lots containing fifty parking spaces or more in all commercial zones shall provide pedestal or wall-mounted Level 2, two-hundred forty-volt electric vehicle chargers, or similar alternative fueling stations as approved by the planning director. Stations shall be provided at a minimum of one station per fifty parking spaces up to a maximum of five such stations.~~

(Ord. No. 1108, § 2, 7-26-2012; Ord. No. 1220, § 2(Exh. A), 10-27-2016; Ord. No. 1234, § 2(Exh. A), 6-22-2017; Ord. No. 1253, § 2(Exh. A), 12-7-2017)

Chapter 18.280 – CRITICAL AREAS PROTECTION

18.280.050 Submittal requirements.

- A. Preparation by Qualified Professional. Any required critical areas report shall be prepared by a qualified professional as defined herein.
- B. General Critical Areas Report Contents. At a minimum, the critical areas report shall have been prepared within five years prior to submittal and contain the following:
 - 1. The name and contact information of the applicant, a description of the proposal, and identification of the permit requested.
 - 2. A copy of the site plan for the development proposal including:
 - a. A map to scale depicting critical areas, buffers, the development proposal, and any areas to be cleared; and
 - b. Proposed stormwater management and sediment control plan for the development including a description of any impacts to drainage alterations.
 - 3. The dates, names, and qualifications of the persons preparing the report and documentation of any fieldwork performed on the site.
 - 4. Identification and scientific characterization of all critical areas and buffers.
 - 5. An assessment of the probable impacts to critical areas and buffers and risk of injury or property damage including permanent, temporary, temporal, and indirect impacts resulting from development of the site and the operations of the proposed development.
 - 6. A written response outlining how a project will avoid and minimize probable impacts to critical areas and buffers and a rationale when impacts cannot be avoided and minimized.
 - 7. A written response to each of the approval criteria in RDC 18.280.060.
 - 8. Plans for adequate mitigation, as needed, to offset any impacts, in accordance with RDC 18.280.050.E (Mitigation Plan Requirements).
 - 9. A copy of the SEPA checklist, if required by RDC 18.810.
- C. Other Reports or Studies. Unless otherwise provided, a critical areas report may be supplemented by or composed, in whole or in part, of any reports or studies required by other laws and regulations or previously prepared for and applicable to the development proposal site, as approved by the community development director or designee. Provided, the site conditions shall not have changed since the earlier report or study was completed.
- D. Critical Areas Report—Modifications to Requirements. The applicant may consult with the community development director or designee prior to or during preparation of the critical areas report to obtain city approval of modifications to the required contents of the report where, in the judgment of a qualified professional, more or less information is required to adequately address the potential impacts to any critical areas or buffers and the required mitigation. The community development director or designee may also initiate a modification to the required report contents by requiring either additional or less information, when determined to be necessary to the review of the proposed activity in accordance with this chapter.
- E. Mitigation Plan Requirements. When mitigation is required, the applicant shall submit a mitigation plan as part of the critical areas report. The mitigation plan shall include:

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1. Detailed Construction Plans. The mitigation plan shall include descriptions of the mitigation proposed, such as:
 - a. The proposed construction sequence, timing, and duration.
 - b. Grading and excavation details.
 - c. Erosion and sediment control features.
 - d. A planting plan specifying plant species, quantities, locations, size, spacing, and density.
 - e. Measures to protect and maintain plants until established.
 - f. These written descriptions shall be accompanied by detailed site diagrams, scaled cross-sectional drawings, topographic maps showing slope percentage and final grade elevations, and any other drawings appropriate to show construction techniques or anticipated final outcome.
 2. Monitoring Program. The mitigation plan shall include a program for monitoring construction of the mitigation project and for assessing a completed project. A protocol shall be included outlining the schedule for site monitoring, and how the monitoring data will be evaluated to determine if the performance standards are being met. A monitoring report shall be submitted as needed to document milestones, successes, problems, and contingency actions of the mitigation project. The mitigation project shall be monitored for a period necessary to establish that performance standards have been met, but not for a period less than five years. For example, ten years or more of monitoring are typically needed for forested wetlands or scrub-shrub communities. The city shall notify the responsible party in writing once the conditions of the monitoring plan are met.
 3. Adaptive Management. The mitigation plan shall include identification of potential courses of action, and any corrective measures to be taken if monitoring or evaluation indicates project performance standards are not being met.
- F. One original copy of all application materials is required. Electronic copies of all materials that include graphic and text files are required.
- FG.** Tree Preservation and Protection Plan. The applicant shall submit a tree preservation and protection plan consistent with the requirements in RDC 18.840.
- (Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1253, § 2(Exh. A), 12-7-2017; Ord. No. 1372, § 2(Exh. C), 10-13-2022; Ord. No. 1406, § 2(Exh. A), 7-13-2023)

Chapter 18.310 - PROCEDURES

18.310.100 Appeal procedure.

- A. A decision regarding an application subject to a Type I or II procedure may be appealed by an interested party only if, within fourteen days after written notice of the decision is sent, a written appeal is filed with the city clerk. The city shall extend the appeal period for an additional seven days, if state or local rules adopted pursuant to Chapter 43.21C RCW allow public comment on a determination of nonsignificance issued as part of the appealable project permit decision.
- B. The appeal shall contain the following information:
 - 1. The case number designated by the city and the name of the applicant;
 - 2. The name and signature of each petitioner and a statement showing that each petitioner is entitled to file the appeal under subsection A of this section. If multiple parties file a single petition for review, the petition shall designate one party as the contact representative for all contact with the planning director. All contact with the planning director, concerning procedures appeal issues, regarding the petition, including notice, shall be with this contact representative;
 - 3. The specific element(s) of the decision being appealed, the reasons why each element is in error as a matter of fact, law or policy, and the evidence relied on to prove the error. If the appeal concerns a Type III decision, and the petitioner wants to introduce new evidence in support of the appeal, the written appeal also must explain why such evidence should be considered; and
 - 4. An appeal fee pursuant to ~~Sections 18.060.030(A)(7) and 18.060.070~~the adopted master fee schedule; provided that eighty percent of the fee shall be refunded if the appellant files with the planning director at least twenty-eight days before the appeal hearing a written statement withdrawing the appeal.
- C. Within forty-five days of receipt of the appeal, the hearing examiner shall hear appeals of Type I and II decisions in an open record hearing. Notice of an appeal hearing shall be posted on the city website and sent to parties entitled to notice of the decision. A staff report shall be prepared, an open record hearing shall be conducted, and a decision shall be made and noticed within ninety days.
- D. Appeals of a Type III decision shall be filed with the Clark County Superior Court pursuant to state law.
- E. Appeals of SEPA and shoreline permit decisions are governed by Chapters 18.810 and 18.820, and relevant WACs.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1406, § 2(Exh. A), 7-13-2023)

Chapter 18.401 – Planned Unit Developments

18.401.040 Information requirements.

The planning director shall not consider an application for a PUD unless it satisfies all of the requirements of this section. The review authority shall not accept an application which proposes development, other than required public facilities, on unbuildable land as defined in Chapter 18.280. Accuracy of all data and information submitted on or with a preliminary development plan shall be the responsibility of the applicant. The review authority shall determine whether an application is technically complete, pursuant to Chapter 18.310, and shall thereafter process an application.

- A. Preliminary PUD application requirements. An application for a preliminary PUD shall include one original copy of all application materials and electronic copies of all materials. The applicant shall provide a proposed site plan which shall include (but is not limited to) the following:
 - 1. The proposed boundaries and legal description of the property to be developed, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;
 - 2. A calculation of site area including:
 - a. Gross site area.
 - b. Protected critical areas and buffers.
 - c. Right-of-way to be dedicated.
 - d. Additional public and private infrastructure, including private streets and stormwater facilities.
 - e. Net developable area, as defined in RDC 18.100.036.
 - f. Open space area, consistent with the requirements of RDC 18.401.080.B, including total area, main facility area, area for each dispersed facility, total developable and undevelopable portions across the site, and developable and undevelopable portions for each facility.
 - 3. A calculation of net density based on net developable acres, including any density modifications proposed under RDC 18.280.070 or 18.401.100. Indicate whether the applicant elects to include or exclude open space in the calculation of net developable acres as allowed under RDC 18.401.080.B.10. Calculations shall be provided for the entire site as well as broken down for each project area or phase.
 - 4. Concept plan(s) showing all proposed improvements and natural features, including (but not limited to):
 - a. Proposed uses, lot dimensions and building envelopes for all lots and tracts,
 - b. Open space and recreational facilities, including parks and trails, showing conceptual development plans and noting proposed ownership,
 - c. Existing site features to be retained and removed (natural slopes, stands of trees, etc.), and proposed features including walls, fences, refuse areas, streets, sidewalks, paths, landscaping ,

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- d. Proposed building areas and densities, setbacks and height,
 - e. Topographical maps of existing and proposed terrain showing a maximum five-foot contour interval where slopes equal or exceed twenty-five percent and a maximum two-foot contour interval where slopes are less than twenty-five percent, including one hundred-year floodplains (identified under the National Flood Insurance program),
 - f. Proposed site grading including cut and fill areas and site elevations after development,
 - g. All existing and proposed transportation systems for vehicles and people, including streets, sidewalks, trails, other pedestrian facilities, and any transit facilities, showing circulation within the site and connections off-site in compliance with the Ridgefield Engineering Standards.
 - h. All existing and proposed utility systems, including sanitary sewers, water, public facilities and storm drainage collection, conveyance and treatment systems,
 - i. Proposed off-street parking facilities,
 - j. Proposed landscaping, including existing trees of six inches dbh and vegetation communities proposed to be retained, and
 - k. The proposed lot dimensions, yard setbacks and treatment of the perimeter of the PUD, including materials and techniques such as screens, fences and walls;
- 5. Geotechnical and environmental reports required by the city engineer or planning director;
 - 6. Vicinity map showing the development in relation to the surrounding area and its uses, both existing and proposed, including land uses, zoning classifications, densities, circulation systems, public facilities and critical areas or other prominent natural features
 - 7. A proposed phasing and/or timing schedule indicating the approximate date when construction of the PUD or stages of the PUD can be expected to begin and be completed;
 - 8. Compliance with Chapter 18.810, Environmental Standards, by filing of a SEPA checklist.
 - 9. Map of dedication showing all land dedicated to the public for the purpose of roadway, drainage, flood control, utility line, emergency or service vehicle access, or other public use, and all easement rights dedicated for private purposes, including, but not limited to, trails, open space, parks, and storm ponds.
- B. Final PUD Application. An application for a final PUD shall include a site development plan which shall contain (but is not limited to) all of the following:
- 1. Final and complete set of plans, specifically showing all requirements contained in Section 18.401.040(A);
 - 2. Road, drainage and utility plans with recommendations by the city engineer;
 - 3. Assurance of building code compliance with recommendations by the city building department;
 - 4. Assurance of fire code compliance with recommendations by the fire marshal;
 - 5. Documentation of compliance with any conditions of approval required by the review authority;
 - 6. Maps showing existing and finished contours at two-foot intervals, provided, however, that five-foot contours shall be sufficient for unbuildable areas where no development is proposed;
 - 7. Submission of declaration of covenants, conditions and restrictions for the planned unit development;

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8. Documentation of bonding or other security in compliance with Section 18.401.120;
 9. Binding site plan and other documentation required by Sections 18.401.130 and 18.401.160; and
 10. Documentation of compliance with Chapter 18.810, Environmental Standards;
 11. Documentation of compliance with the subdivision final plat process.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1178, § 2(Exh. A), 2-12-2015; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1234, § 2(Exh. A), 6-22-2017; Ord. No. 1253, § 2(Exh. A), 12-7-2017; Ord. No. 1296, § 2(Exh. A), 10-10-2019)

Chapter 18.401 – PLANNED UNIT DEVELOPMENTS

18.401.050 Approval procedures.

- A. Pre-Application Conference. Prior to making application, the applicant shall participate in a pre application conference held pursuant to RDC 18.310.030. The conference is mandatory and may not be waived.
- B. Community Information Meeting. Prior to submitting an application for preliminary PUD, the developer shall host a community information meeting, in a workshop format. The community information meeting shall be required for any proposed PUD located in a residential zone or within two hundred feet of a residential zone. The meeting shall be held at a ~~publically~~ publicly accessible location within city limits, on a weekday between the hours of five and nine p.m. At this meeting the applicant shall present the development proposed to interested residents. Information shall reflect updated studies and concepts based on input of the pre-application conference. Notice shall be posted on the city website and given in the local newspaper of record at least fourteen days prior to the meeting date. Written notice, including a fact sheet describing the proposed plan of development, shall be mailed first-class to all property owners within a radius of not less than three hundred feet of the exterior boundary of the property subject to the application and a copy shall be posted in city hall in the customary place. A copy of all the information intended for use at the meeting shall be available at the city hall for public review at least fourteen days prior to the meeting date. Any alleged failure of any property owner to actually receive the notice of meeting shall not invalidate the proceedings.
- C. Preliminary Development Plan Review.
 - 1. An applicant shall submit a PUD application and SEPA checklist pursuant to Section 18.401.040. The application shall address the entire property and shall include the information and guidance from the pre-application conference and community workshop.
 - 2. The planning director shall make a determination of technical completeness, pursuant to Chapter 18.310.050 and shall consider the recommendations from the community information meeting.
 - 3. If, after the planning director determines the application to be technically complete, the applicant makes major modifications to the proposed PUD, the planning director may toll the one hundred twenty-day decision clock to allow the public an opportunity to review and comment on the proposed modifications. A modification will be considered major or minor consistent with the provisions of RDC 18.401.060(B). If the application is determined to be a major modification the planning director shall conduct a new review for technical completeness.
 - 4. The city clerk shall provide public notification of the determination of major modification in the local newspaper of record and shall mail the notice to property owners within three hundred feet of the proposed site boundaries.
- D. Hearings Requirements.
 - 1. Each preliminary development plan shall require a public hearing pursuant to Chapter 18.310.080. At the public hearing the applicant will present the preliminary PUD development plan and the other technical documents pertaining to the application.
 - 2. A decision of the hearing examiner shall be final and is subject to appeal pursuant to Section 18.310.100.
- E. Final Development Plan. Where the PUD request involves a subdivision of land, the applicant shall submit a final development plan in accordance with the requirements of Section 18.401.040(B), together with the final subdivision plat, map of dedication, and any required and SEPA documentation, to the planning director. The final PUD shall be submitted within the subdivision vesting timeframe established by RCW

58.17.140, generally within five years following the approval of the preliminary plan unless qualifying for an exemption under RCW 58.17.140. Where the PUD request does not involve a subdivision of land, within three years following issuance of a final decision on the preliminary plan, the applicant shall submit a final development plan in accordance with the requirements of Section 18.401.040(B), together with any required map of dedication and SEPA documentation, to the planning director.

1. An extension of time for development permit application may be made in writing by the applicant. The planning director may grant no more than one extension of time for a period not to exceed one year if:
 - a. Unforeseen circumstances or conditions necessitate the extension of the preliminary development plan;
 - b. Termination of the preliminary development plan would result in unreasonable hardship to the applicant, and the applicant is not responsible for the delay; and
 - c. An extension of the preliminary development plan will not cause substantial detriment to existing uses in the immediate vicinity of the subject property or to the community as a whole.
2. If the city does not issue a development permit within the applicable period, including an extension of time, the PUD approval shall become null and void and shall not take effect.
3. Final approval/disapproval of the final PUD shall be made by the city council combined with final approval/disapproval of the final subdivision plat, if the PUD involves a subdivision of land. A public hearing is not required if the final development plan does not vary substantially from the previously approved preliminary development plan. If substantial modifications are proposed, the provisions of Section 18.401.060(B)(2) shall apply. If the final plan complies with the approved preliminary plan, required SEPA mitigation measures and all other standards of this code, the final plan shall be approved.

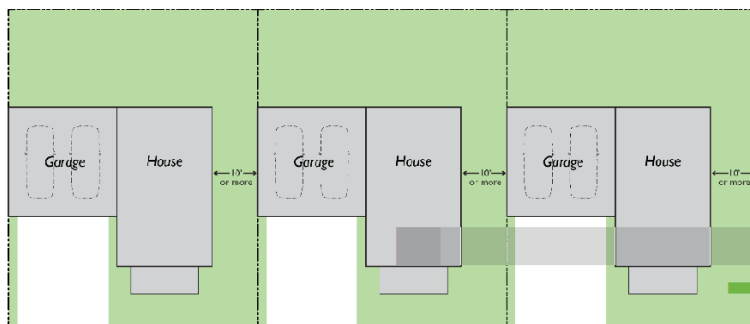
(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1178, § 2(Exh. A), 2-12-2015; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1296, § 2(Exh. A), 10-10-2019)

Chapter 18.401 – PLANNED UNIT DEVELOPMENTS

18.401.070 Zero lot line standards.

- A. Purpose. To allow a house and/or garage to be built up to one of the side property lines, providing the opportunity for more usable side setback space.
- B. Applicability. Zero lot line configuration is an option for single-family lots in PUD subdivisions.
- C. Relation to other standards. Also see RDC 18.206.020 for single-family standards, including minimum usable open space requirements. Dimensional standards for townhouse developments are in RDC 18.206.060.
- D. Standards.
 - 1. Dwelling units and accessory structures may be placed on one interior side property line that is part of the development. The opposite side setback shall be at least ten feet. The horizontal distance between homes shall not be less than ten feet, including when a zero lot line lot is adjacent to a standard lot.
 - 2. Privacy wall. In order to maintain privacy, no windows, doors, air conditioning units, or any other types of openings in the walls along a zero lot line structure are allowed except for windows that do not allow for visibility into the interior side setback of the adjacent lot. Examples include clerestory or obscured windows. See Figure 18.410.070-~~C~~-D below for an example of a privacy wall for a zero lot line house.
 - 3. Eaves along a zero lot line may project a maximum of eighteen inches over the interior side property line.
 - 4. Lots intended for zero lot line homes shall be noted on the plat, together with minimum side setback areas and maximum building envelopes.
 - 5. Lot lines which are contiguous with the development's exterior property line shall meet the standard setback requirements of the underlying zone.

Figure 18.401.070-D
Zero lot line design.



Zero lot line layout example (left). The right image shows the side setback and privacy wall for a zero lot line house.

(Ord. No. 1339, § 2(Exh. A), 5-27-2021)

Chapter 18.401 – PLANNED UNIT DEVELOPMENTS

18.401.090 Site plan requirements.

The development standards in this chapter are intended to accomplish the following design criteria objectives in all PUDs. The applicant shall bear the burden of supporting any change in requirements. If a modification of any criteria is proposed, the applicant must provide justification, including clear demonstration that the proposed modification complies with the purposes of this chapter as stated in Section 18.401.010. The city may increase any requirement necessary to make the project conform to the purposes of this chapter.

- A. ~~A. Natural Landscape and Topography. Residential lots, o~~Open spaces, pedestrian and vehicular circulation facilities, parking facilities and other ~~pertinent~~ amenities shall be ~~an integral part of the~~integrated into the ~~existing~~ landscape, ~~and particular attention shall be given to the retention of natural landscape features of the site. Site design shall preserve and maximize the use of natural landscape features and reduce adverse impacts on existing natural features. Natural topography shall be maintained to the extent practicable by designing the PUD to fit natural slopes and limiting retaining wall height to six feet or less.~~
- B. Facilities and Utilities. The layout of structures and other facilities shall effect conservation in street and utility improvements.
- C. Recreation. Recreational areas (active and passive) shall be located to maximize access from all dwelling units, in consultation with the community development director.
- D. Improvements and Amenities. Every PUD shall make adequate provision for utilities, drainage, lighting, pedestrian and vehicular circulation and access, public safety, landscaping and accommodation of environmentally sensitive features and other similar items. With respect to drainage:
 - 1. All lots shall be provided with adequate storm drainage connected to the storm drainage system of the city or other system approved by the city engineer; and
 - 2. When there is a need to use a stream for stormwater control purposes, public improvement and maintenance easements at least twenty feet wide shall be provided for storm drainage, and when possible, such easements shall be located along the centerlines of such facilities.
- E. Street Design. All streets shall be constructed consistent with City of Ridgefield Engineering Standards, except through a modification of standards approved through the PUD review process or engineering review process.
- F. Multifamily and Commercial Off-Street Parking. Except as modified below, off-street parking shall be as required in RDC Chapter 18.720. Parking shall be located in the rear or side of multifamily residential and all nonresidential structures.
- G. Attachment of Conditions. In conjunction with the approval of a preliminary PUD, final PUD or modified final PUD; conditions shall be attached which will assure that the property will be developed and maintained in accordance with this title, other applicable state or federal statutes or regulations, and the approved development plan and subdivision plat. (See Section 18.401.120.)
- H. Perpetual Maintenance. All improvements and amenities that are held in common and are part of the PUD shall be perpetually maintained in a good, safe and serviceable condition at no expense to the city. The city shall have the right to compel the maintenance of such improvements, amenities or common areas if the review authority finds that the public health, safety or welfare may be compromised unless such maintenance is completed. The documents necessary to provide assurance of perpetual maintenance shall be approved by the city attorney. (See Section 18.401.120.)
- I. Minimum Frontage.

1. Each lot used for single-family detached residential development shall have a thirty-five-foot minimum frontage on a public or private street, except for a lot fronting the bulb of a cul-de-sac, which shall have a twenty-five-foot minimum frontage.
2. Each lot used for duplex, triplex, townhouse, and multifamily residential development shall have a twenty-five-foot minimum frontage on a public street, except for a lot fronting the bulb of a cul-de-sac, which shall have a twenty-foot minimum frontage.
3. Lots developed consistent with the cottage housing provisions of RDC 18.206.040 are exempt from these frontage requirements.

J. Through Lots.

1. Through lots are strongly discouraged. The following standards apply to through lots in PUD subdivisions abutting collector and arterial roads which are not major corridors (the collector and arterial roads listed in RDC 18.210.060):
 - a. Provide a separate tract at least ten-feet wide between the collector or arterial right-of-way and the rear property lines of the through lots.
 - b. Establish landscaping in the tract which softens the appearance of fences and walls and/or which provides a measure of privacy for residents in their rear yards.
 - c. The tract shall be maintained by the homeowner association.
2. Except on major corridors, alternative lot designs are strongly encouraged. An alternative design includes alley-loaded lots with deep front yards and alley access running parallel to the collector or arterial street.

Figure 18.401.090.J
Through lot alternative.

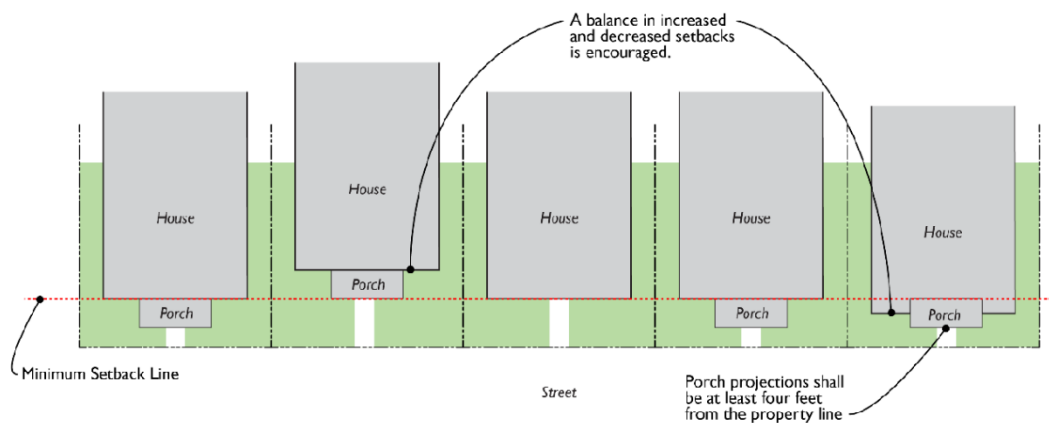


Alley-loaded lots with generous front yards are a desirable alternative for new lots adjacent to collector streets.

K. Minimum Yards and Setbacks.

1. The minimum setbacks of the underlying zone shall apply to lots abutting or adjacent to exterior project boundaries, consistent with RDC 18.401.080.C.
2. Setbacks for lots within the interior of the PUD may be adjusted, provided that side and rear setbacks may not be less than five feet.
3. For lots within the interior of the PUD, front yard setbacks shall be modulated to avoid repetitive design, consistent with all of the following standards. Corner lots and lots on curving streets are exempt.
 - a. No more than three consecutive homes on the same side of the street may feature identical setbacks.
 - b. Minimum front yard setbacks may be reduced by up to thirty percent. Porch projections shall be at least four feet from the property line (see also RDC 18.210.040.C.f and 18.220.040.B.f).
 - c. A balance in increased and decreased yard setbacks is encouraged.
 - d. Setbacks meeting this standard shall be noted on the face of the plat.

Figure 18.401.090.K
Examples of front yard setback variety.



- L. **Maximum Building Height.** A building or structure within a PUD shall not exceed thirty-five feet in height as measured from the established grade of the building.
- M. **Signage Standards.** Signage standards for uses in the PUD shall be as provided in RDC Chapter 18.710.

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- N. Storage Standards. All storage in the PUD shall be within a closed building, except for the storage of retail products which are for sale or rent which may be stored outdoors during business hours only, and not within any required front or side yard nor in any public or private street, road right-of-way or pedestrian circulation route. The review authority may approve screened outdoor storage of recreation vehicles, boats or similar items of property.
- O. Refuse Storage. All outdoor trash, garbage and refuse storage areas shall be screened on all sides from public view and, at a minimum, be enclosed on three sides with a five and one-half feet high sight-obscuring fence or wall with a sight-obscuring gate for access. Design of exterior storage areas shall comply with engineering standards and the Comprehensive Stormwater Management Plan (CSMP), including roof cover, paving, and runoff containment, to prevent nonstormwater discharges from entering the stormwater drainage system.
- P. Mechanical Equipment. All rooftop mechanical equipment shall be placed behind a permanent screen, completely screened from public view.
- Q. Utilities. All utilities shall be underground.
- R. Pedestrian Circulation Facilities. Within the PUD, sidewalks shall be constructed in accordance with city of Ridgefield engineering standards. Additional pedestrian facilities shall be required to be dedicated and constructed at the developer's expense, including connections with planned city and county trail systems (see RDC 18.401.065 for trail standards), public accessways to connect to cul-de-sac streets and to pass through oddly shaped or unusually long blocks. These facilities shall create a network of public paths which shall be:
1. Functionally and safely convenient to each dwelling unit served;
 2. Functionally and safely convenient to schools and to industrial, commercial, recreational and utility areas within or adjacent to the project, and functionally convenient to a larger pedestrian circulation system outside the PUD;
 3. Hard surfaced to accommodate a variety of users; and
 4. Compliant with city engineering standards.
- S. Public Transit. All PUDs requiring twenty or more parking spaces shall provide transit loading and shelter facilities if so required by the review authority in consultation with Clark Transit (C-Tran).
- T. Traffic Impacts. The developer shall be responsible for determining traffic impacts and construct improvements necessary to mitigate identified impacts, consistent with service levels established in the Comprehensive Plan, and:
1. Private access to collector and arterial streets shall be minimized; and
 2. No development shall exceed adopted level of service (LOS) standards.
- U. Attractive Streetscapes. The PUD design shall ensure an attractive streetscape, especially along collector and arterial streets, by planting street trees and other vegetative buffers, minimizing the visibility of parking lots and garages, and providing attractive street-facing facades.
- V. Subdivisions. Except where specifically exempted under this section, the subdivision standards and procedural requirements of RDC Chapters 18.600, 18.620, and 18.630 shall also apply to PUDs.
- W. Lighting. All lighting shall be shielded and aimed downward to prevent light trespass and glare as provided in RDC 18.715.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1178, § 2(Exh. A), 2-12-2015; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1234, § 2(Exh. A), 6-22-2017; Ord. No. 1339, § 2(Exh. A), 5-27-2021; Ord. No. 1345, § 2(Exh. A), 7-8-2021; Ord. No. 1406, § 2(Exh. A), 7-13-2023)

Chapter 18.401 – PLANNED UNIT DEVELOPMENTS

18.401.100 Limits on modifying standards.

- A. The city, using the PUD process, may allow the following development standards to be modified if the proposed modifications are consistent with the requirements of this chapter and provided the applicant demonstrates that the modifications are consistent with the PUD objectives in RDC 18.401.010:
1. Building setbacks, including front yard setbacks as necessary to meet the front yard modulation standard (RDC 18.401.080.J) and side yard setbacks as necessary to meet the optional zero lot line standard (RDC 18.401.070).
 2. Height of non-residential buildings or structures;
 3. Landscaping requirements;
 4. Lot size, provided that no lot is less than sixty-five-percent of the minimum lot area in the underlying zone, or four thousand square feet, whichever is greater, except in the RMD-16 zone;
 5. Lot width;
 6. Maximum density—Density may only be increased a maximum of twenty-percent of the underlying base zone or to a maximum of eight dwelling units per acre, whichever is less;
 7. Width of street right-of-way and pavement; or
 8. On-street or off-street parking (see RDC 18.410401.075).
- B. The following zoning code requirements may not be varied with the PUD process:
1. Any provision of this chapter, except that the open space provisions in RDC 18.401.080.B may be modified by a maximum of twenty percent for PUDs in the RLD-4 zone.
 2. Standards pertaining to SEPA and development in environmentally sensitive areas;
 3. Any provision that specifically applies to development on a regulated slope;
 4. Regulations pertaining to uses permitted in the underlying zone;
 5. Any provision pertaining to the installation and maintenance of stormwater retention/detention facilities;
 6. Any provision pertaining to the installation of public improvements;
 7. Any provision regulating signs; and
 8. Any provision regulating arterial or collector streets.
 9. Modifications cannot be used to modify explicit policy provisions of the RUACP.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1253, § 2(Exh. A), 12-7-2017; Ord. No. 1260, § 2(Exh. A), 4-26-2018; Ord. No. 1290, § 2(Exh. A), 4-25-2019; Ord. No. 1339, § 2(Exh. A), 5-27-2021)

Chapter 18.401 – PLANNED UNIT DEVELOPMENTS

18.401.150 Building permits.

The city shall issue building permits and other permits required for the construction or development of the property under the provision of this section only when the following conditions are met:

- A. In the opinion of the planning director, the work to be performed meets the requirements and conditions of approval of the final plan and program elements of the PUD.
- B. In the opinion of the planning director, the proposed building meets the applicable standards for facade differentiation in RDC ~~18.210.060.D.1 or RDC 18.220.140.B.3 and 418.206.~~
- C. The building permit application must identify the location and dimensions of the proposed building in relation to all lot lines for the site and must provide proposed building elevations.
- D. No vertical construction may take place until the necessary fire flow and emergency vehicle access have been provided to the building(s).
- E. All required improvements have been completed or contracts have been entered into or security guarantees have been approved in Section 18.401.120 such that improvements approved in the final PUD will be completed.
- F. Partial or complete construction of structures shall not relieve the developer from, nor impair city enforcement of, conditions of PUD approval.
- G. Once issued, any building permit shall be valid only so long as there is compliance with the final development plan as accepted by the city. Any deviation from that plan shall operate to automatically invalidate the building permit and shall be a violation of this chapter.

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

Chapter 18.500 – Site Plan Review

18.500.040 Submittal requirements.

- A. Basic site plan review applications shall be accompanied by one original copy of all required submittal materials, and one electronic copy of all materials. All site plan applications shall contain complete site plans drawn to scale and produced in such a way as to clearly indicate compliance with all applicable zoning and site design standards, and shall include the following:
1. Dimensions and orientation of the parcel;
 2. Locations of existing and proposed buildings and structures;
 3. Location and layout of off-street parking and loading facilities;
 4. Curb cuts and internal traffic circulation;
 5. External cross circulation and/or joint access in compliance with applicable provisions of the Ridgefield Engineering Standards.
 56. Location of walls and fences, indication of their height and construction materials;
 67. Existing and proposed exterior lighting, meeting the submittal requirements of RDC 18.715.070;
 78. Location and size of exterior signs and outdoor advertising;
 89. General location and configuration of proposed landscaping, meeting the submittal requirements of RDC 18.725.070;
 910. General location and configuration of proposed open space and recreation areas, if required;
 1011. Contour lines at two-foot elevation intervals for slopes less than twenty-five percent and five-foot elevation intervals for slopes equal to or more than twenty-five percent;
 1112. Height and conceptual appearance of building facades for all buildings and structures;
 1213. Indication of proposed use of all buildings;
 1314. The location of any historically or archaeologically significant feature; or natural feature, including stream corridors, wetlands, wildlife habitat areas, well head protection areas, geologically unstable areas, constrained and unbuildable land, areas with native vegetation, areas with tree cover, rock outcroppings or similar natural or historic features;
 1415. Other architectural or engineering data which may be necessary to determine compliance with applicable regulations;
 1516. Traffic analysis may be required if the proposed use could generate more than ten p.m. peak hour trips;
 1617. Map of dedication, if applicable, showing all land dedicated to the public for the purpose of roadway, drainage, flood control, utility line, emergency or service vehicle access, or other public use, and all easement rights dedicated for private purposes, including, but not limited to, trails, open space, parks, and storm ponds; and
 1718. Tree preservation and protection plan, meeting the submittal requirements of RDC 18.840.
- B. Applications for minor site plan review shall be accompanied by one original copy of the submittal requirements of RDC 18.500.040.A and one electronic copy of all materials.

C. The planning director may waive select submittal requirements on a case-by-case basis if the submittal is not applicable or relevant to the proposed site development or use.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1253, § 2(Exh. A), 12-7-2017; Ord. No. 1296, § 2(Exh. A), 10-10-2019; Ord. No. 1372, § 2(Exh. D), 10-13-2022)

Chapter 18.550 – Binding Site Plan

18.550.020 Preliminary binding site plan application.

- A. An application for a binding site plan may be made by an owner or owners of land, or by an authorized agent of an owner or owners.
- B. The applicant shall submit one original copy of all application materials and electronic copies of all materials. The application shall contain the following:
 - 1. The entire lot or parcel constituting the applicants land;
 - 2. Proposed name of the binding site plan (if any);
 - 3. Accurate and complete legal description of the proposed binding site plan;
 - 4. Scale, north arrow and date;
 - 5. Boundary lines based upon a recent land survey of the land proposed to be divided and boundary lines of all proposed lots and streets;
 - 6. Location and size of water and sewer lines utility easements: and drainage system proposed to serve the lots within the proposed binding site plan and their point of connections with existing services;
 - 7. Location, size, purpose and nature of existing roads, streets, rights-of-way, and easements adjacent to, or across, the land;
 - 8. Location of any streets, rights-of-way or easements proposed to serve the lots within the proposed binding site plan with a clear designation of their size, purpose and nature;
 - 9. External cross circulation and/or joint access in compliance with applicable provisions of the Ridgefield Engineering Standards.
 - 910. Parcels of land intended or required to be dedicated for streets, open space, or other public purposes;
 - 1011. Contour lines at two-foot elevation intervals for slopes less than twenty-five percent and five-foot elevation intervals for slopes equal to or more than twenty-five percent;
 - 1112. Accurate mapping of critical areas, including wetlands, stream corridors, slopes of fifteen to twenty-four percent, slopes of twenty-five percent and greater, floodplains and slope hazard areas;
 - 1213. Name, mailing address and telephone number owner and/or developer and/or preparer of information;
 - 1314. Environmental checklist, if required by RDC 18.810;
 - 1415. Names and addresses of adjacent land owners shown on the records of the Clark County assessor located within three hundred feet of any portion of the boundary of the binding site plan;
 - 1516. Modifications or variations requested, if any;
 - 1617. Tree preservation and protection plan, meeting the submittal requirements of RDC 18.840; and
 - 1718. Copy of the binding site plan reduced to fit on eight and one-half by eleven-inch paper.

(Ord. No. 1291, § 2(Exh. A), 5-23-2019; Ord. No. 1372, § 2(Exh. E), 10-13-2022)

Chapter 18.610 – Short Plats

18.610.020 Preliminary short plat application contents.

- A. An application for a short subdivision may be made by an owner or owners of land, or by an authorized agent of an owner or owners, or by a representative of any governmental agency if the short subdivision is sought for a governmental purpose and such application shall be filed with the city.
- B. The prospective subdivider shall submit one original copy of all application materials and electronic copies of all materials. The application shall contain the following:
1. The entire lot or parcel constituting the applicants land;
 2. Proposed name of the short subdivision this name shall not duplicate any name used on a recorded plat or subdivision in Clark County, including the municipalities of Clark County;
 3. Accurate and complete legal description of the proposed short subdivision;
 4. Scale, north arrow and date;
 5. Boundary lines based upon a recent land survey of the land proposed to be subdivided and boundary lines of all proposed lots and streets;
 6. Location and size of water and sewer lines utility easements: and drainage system proposed to serve the lots within the proposed short subdivision and their point of connections with existing services;
 7. Location, size, purpose and nature of existing roads, streets, rights-of-way, and easements adjacent to, or across, the land;
 8. Location of any streets, rights-of-way or easements proposed to serve the lots within the proposed short subdivision with a clear designation of their size, purpose and nature;
 9. External cross circulation and/or joint access in compliance with applicable provisions of the Ridgefield Engineering Standards.
 - ~~910~~. Parcels of land intended or required to be dedicated for streets, open space, or other public purposes;
 - ~~1011~~. Contour lines at two-foot elevation intervals for slopes less than 25 percent and five-foot elevation intervals for slopes equal to or more than twenty-five percent;
 - ~~1112~~. Accurate mapping of critical areas, including wetlands, stream corridors, slopes of fifteen to twenty-four percent, slopes of twenty-five percent and greater, floodplains and slope hazard areas;
 - ~~1213~~. Name, mailing address and telephone number owner and/or developer and/or preparer of information;
 - ~~1314~~. Environmental checklist, if required by RDC 18.810;
 - ~~1415~~. Names and addresses of adjacent land owners shown on the records of the Clark County assessor located within three hundred feet of any portion of the boundary the proposed short subdivision;
 - ~~1516~~. Modifications or variations requested, if any;
 - ~~176~~. Tree preservation and protection plan, meeting the submittal requirements of RDC 18.840; and
 - ~~1718~~. Copy of the plat map reduced to fit on eight and one-half by eleven-inch paper.

(Ord. No. 1178, § 2(Exh. A), 2-12-2015; Ord. No. 1253, § 2(Exh. A), 12-7-2017; Ord. No. 1372, § 2(Exh. F), 10-13-2022)

Chapter 18.620 – Procedure for Subdivision

18.620.030 Application for a subdivision—Requirements.

- A. An application for a subdivision may be made by an owner or owners of land, or by an authorized agent of an owner or owners, or by a representative of any governmental agency if the subdivision is sought for a governmental purpose and such application shall be filed with the city.
1. The prospective subdivider shall submit one original copy of application materials, as well as one electronic copy of all materials. The application shall contain the following:
 - a. The entire lot or parcel constituting the applicants land;
 - b. Proposed name of the subdivision this name shall not duplicate any name used on a recorded plat or subdivision in Clark County, including the municipalities of Clark County;
 - c. Accurate and complete legal description of the proposed subdivision;
 - d. Scale, north arrow and date;
 - e. Boundary lines based upon a recent land survey of the land proposed to be subdivided and boundary lines of all proposed lots and streets;
 - f. Location and size of water and sewer lines utility easements: and drainage system proposed to serve the lots within the proposed subdivision and their point of connections with existing services;
 - g. Location, size, purpose and nature of existing roads, streets, rights-of-way, and easements adjacent to, or across, the land;
 - h. Location of any streets, rights-of-way or easements proposed to serve the lots within the proposed subdivision with a clear designation of their size, purpose and nature;
 - i. External cross circulation and/or joint access in compliance with applicable provisions of the Ridgefield Engineering Standards.
 - ij. Contour lines at two-foot elevation intervals for slopes less than twenty-five percent and five-foot elevation intervals for slopes equal to or more than twenty-five percent;
 - jk. Accurate mapping of sensitive lands, including wetlands, stream corridors, slopes of fifteen to twenty-four percent, slopes of twenty-five percent and greater, floodplains and slope hazard areas;
 - kl. If a subdivision is proposed concomitantly with a planned unit development, the application requirements of Chapter 18.401 must also be met;
 - lm. Name, mailing address and telephone number owner and/or developer and/or preparer of information;
 - mn. Environmental checklist;
 - no. Names and addresses of adjacent land owners shown on the records of the Clark County assessor located within three hundred feet of any portion of the boundary the proposed subdivision;
 - po. Modifications or variations requested, if any;
 - pg. Copy of the plat map reduced to fit on eight and one-half by eleven-inch paper;

¶. Map of dedication showing all land dedicated to the public for the purpose of roadway, drainage, flood control, utility line, emergency or service vehicle access, or other public use, and all easement rights dedicated for private purposes, including, but not limited to, trails, open space, parks, and storm ponds. If a covenant is required by the city, the verbiage including the timing for payment or construction of the proportional share of said amenities and facilities must be shown on said map. If the city requires a covenant that runs with the land to ensure the construction and maintenance of private improvements identified on the map of dedication, the map of dedication shall include a note describing the timing of payment or construction of the required public or private facilities or improvements and shall also include a note indicating the grantors proportionate share of the required public or private facilities or improvements; and

¶. Tree preservation and protection plan, meeting the submittal requirements of RDC 18.840.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1296, § 2(Exh. A), 10-10-2019; Ord. No. 1372, § 2(Exh. H), 10-13-2022)

Chapter 18.620 – PROCEDURE FOR SUBDIVISION

18.620.145 Homeowners' association.

- A. Every subdivision shall have a homeowners' association and agreements to fund such an organization in order to secure appropriate provision of and ensure ongoing management of open space, recreation areas, infrastructure, and other common facilities as required by RDC 18.620.050.A.4, ~~unless exempted under Section B.~~
1. Before approval of the final plat may be granted, the developer shall submit to the city covenants, deeds and/or homeowners' association bylaws and other documents. These documents shall be reviewed and approved by the city attorney and planning director to insure that they comply with the requirements of this chapter prior to approval of the final plat by the city. Such documents and conveyances shall be accomplished and be recorded, as applicable, with the county auditor as a condition of any final plat approval. These documents shall address:
 - a. Maintenance of Lots, Buildings and Facilities. The covenants, declarations and restrictions shall provide that buildings, utilities and facilities on individual lots shall be maintained by the property owner in accordance with city codes and the requirements of such covenants, declarations and restrictions.
 - b. Maintenance of Private Common Areas and Infrastructure. All common open space, community facilities, stormwater facilities, private roads and drives, and all other commonly owned and operated property located within the development shall be maintained in perpetuity by the homeowners' association. The covenants, declarations and restrictions shall provide for the maintenance of all common areas and infrastructure by the homeowners' association in accordance with all applicable provisions of the city code. Said covenants, declarations and restrictions shall provide authority for the city, after providing reasonable written notice to the homeowners' association and opportunity to perform required maintenance, to recover any costs incurred by the city to maintain private infrastructure or common areas due to a failure of the homeowners' association to adequately maintain privately owned improvements, including a lien on the property or other appropriate assurance device, as determined by the city.
 2. A homeowners' association bylaws, once reviewed and approved by the city, shall contain the following provisions:
 - a. The following clause: "Changes in these documents must be approved by the city of Ridgefield through the city council or if the council designates an agency or department, by that agency or department." Any changes suggested shall be reviewed by the city attorney, who will make a written report to the city council concerning the effect of the proposed changes. The cost of review by the city attorney will be paid by the homeowners' association;
 - b. A clause whereby unpaid taxes on all property owned in common shall constitute a proportioned lien on all property of each owner in common;
 - c. Subject to due process, the city may enforce the terms of the covenants, conditions and restrictions and place a lien on property if the city is compelled to correct a problem which threatens public health, safety or welfare, or is compelled to undertake construction, repairs or modifications necessary to protect or preserve public property or facilities.

(Ord. No. 1178, § 2(Exh. A), 2-12-2015; Ord. No. 1296, § 2(Exh. A), 10-10-2019; Ord. No. 1406, § 2(Exh. A), 7-13-2023)

Chapter 18.710 - SIGNS

18.710.270 Temporary signs.

- A. ~~No~~ Permit required. A permit is required for temporary signs in the city right-of-way and shall be displayed on the sign. No ~~sign~~ permit is required for other temporary signs.
1. Temporary right-of-way signs associated with a City-approved event shall be reviewed as part of the Special Event Permit.
- B. Removal. Temporary signs shall be removed if the sign is in need of repair, is worn, dilapidated or creates a public nuisance, or within sixty days, whichever occurs first.
- C. Materials. See Section 18.710.100 (sign materials) and the definition of "temporary sign" in Section 18.710.290.
- D. City property (excluding city right-of-way). Temporary signs on city-owned property (excluding city right-of-way) are allowed only in conjunction with an approved special event permit.
- E. City Right-of-Way outside of the ~~Roadway~~roadway. Temporary signs are prohibited in the ~~Roadway~~roadway, defined in this chapter as the curb-to-curb width of the street. Temporary signs on city right-of-way placed outside of the roadway, must comply with the following requirements:
1. Location. ~~Signs Allowed~~are allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the roadway pavement. Signs may not be placed on sidewalks, driveways or other paved areas designed for pedestrian or vehicular use, ~~or as conditioned in a right-of-way use permit. Approval of the abutting owner is recommended.~~
 2. Permission. The person, organization, or business placing the sign shall provide proof of the abutting landowner's permission. If the person, organization, or business does not provide such proof in a form acceptable to the City, the sign may be removed from the right of way by the adjacent property owner or by the City.
 - ~~23.~~ Type. Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by ~~a right-of-way use~~an encroachment permit.
 - ~~34.~~ Size and height. ~~Signs are Limited~~limited to four square feet ~~in area,~~ and three feet in height.
 - ~~45.~~ Dilapidated or Nuisance signs. Any temporary sign in the right-of-way that is dilapidated or a nuisance, shall be removed by the person responsible for placement of the sign.
 - ~~56.~~ Other signs. The city may allow other signs in city right-of-way with ~~a right-of-way use~~an encroachment permit.
- F. Banner signs within the City Right-of-Way. Banners are permitted to cross city roadways to advertise special events.
1. Location. Allowed in the downtown area on Pioneer Street west of S. 9th Avenue and to the intersection of Pioneer and N. Main Ave. and on N. Main Ave. from the intersection of N. Main Ave. and Pioneer St. north to the intersection of N. Main Ave. and Division St. and south along the 9th St./Hillhurst alignment to its intersection with S. 8th Way.
 2. Type. Banner signs are typically affixed to power poles and reach the entire length of the road way and are constructed of flexible, lightweight materials.
 3. Size and height. Limited to five feet in height and a length of seventy-five feet. The banners must be hung a minimum fifteen feet above grade.

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- G. Residential zones. Temporary signs may be placed on property residentially zoned in accordance with the requirements of this Section and the following:
1. Window signs. Limited to no more than one temporary window sign per residential unit, not to exceed four square feet.
 2. Freestanding signs (includes post-mounted, stake and portable signs).
 - a. Single-family zones: Temporary free-standing signs shall not exceed five square feet in size and six feet in height, if the sign is mounted on the ground, and not to exceed three feet in height if the sign is stake-mounted or portable.
 - b. Multi-family zones: Temporary free-standing signs shall not exceed six square feet in size and six feet in height if the sign is post mounted on the ground, and not to exceed three feet in height if the sign is stake-mounted or portable.
 3. Surface-mounted signs. Limited to sites two acres or larger:
 - a. Size. No larger than thirty-two square feet.
 - b. Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing or abutting the street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.
- H. Non-residential zones. Temporary signs are allowed on non-residentially zoned property in accordance with the requirements of this Section and the following:
1. Window signs. Limited to twenty-five percent of the window area, subject to the window sign requirements of Section 18.710.240.
 2. Freestanding signs (including post-mounted, stake and portable signs): Size/height. Limited to four square feet and five feet in height if the temporary sign is mounted in the ground, and not to exceed three feet in height if the temporary sign is portable.
 - a. Temporary signs advertising a property for sale may be up to thirty-two square feet in size on non-residentially zoned parcels greater than two gross acres. These signs may be affixed to the ground with wooden posts set in concrete or other methods to ensure stability of the sign during adverse weather conditions.
 3. Surface-mounted signs:
 - a. Size. Limited to thirty-two square feet.
 - b. Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing the abutting street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.
- I. Temporary signs on large properties, residential or non-residentially zoned properties. The following temporary signs may be placed on any site at least two acres in size, in accordance with the requirements of this section and the following:
1. Type. Any type.
 2. Size/height. Not to exceed sixty-four square feet and up to eight feet above ground level.
 3. Exclusivity. The sign allowed under this subsection is in lieu of and shall not be displayed with or be in addition to other temporary signs allowed by this section.

J. Violations. Temporary signs in violation of the standards herein are subject to code enforcement under Title 20 of the Ridgefield Municipal Code regardless of whether a permit was required.

(Ord. No. 1227, § 2(Exh. A), 6-22-2017)

(Supp. No. 101)

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Chapter 18.720 – OFF-STREET PARKING AND LOADING

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.

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- 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.
 - 8. Electric Vehicle Charging. Developments shall at a minimum meet the electric vehicle charging infrastructure requirements in WAC 51-50-0429.

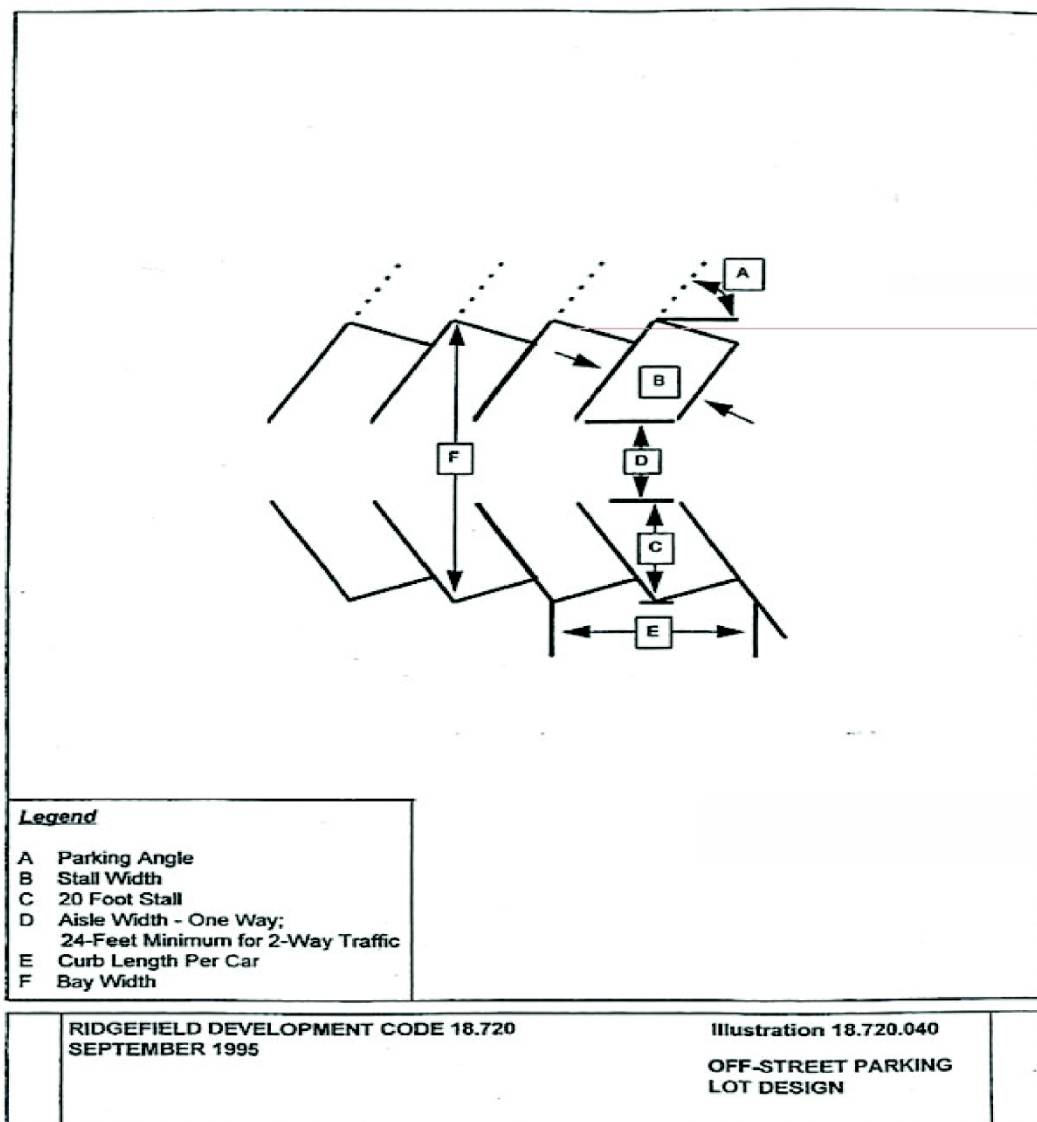


Figure 18.720.040-1

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)

Chapter 18.810 – ENVIRONMENTAL STANDARDS (SEPA)

18.810.208 Notice/~~statute of limitations~~.

- A. The city, applicant for, or proponent of an action may publish a notice of action pursuant to RCW 43.21C. 080 for any action.
 - B. The form of the notice shall be substantially in the form provided in WAC 197-11-990. The notice shall be published by the city clerk, applicant or proponent pursuant to RCW 43.21C.080 . [Statutory Authority: RCW 43.21C.130. 84-13-036 (Order DE 84-25), § 173-806-173, filed 6/15/84. Formerly WAC 173-805-135.]
- (Ord. 727 § 16, 1998: Ord. 676 § 1 (part), 1995).

Chapter 18.840 TREES¹

18.840.010 Purpose and intent.

The purpose of this chapter is to establish regulations and procedures for preservation and protection of trees, to retain and protect trees with development, and to ensure that the city and any areas that may become part of the city will continue to realize the benefits provided by its tree canopy.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.020 Tree ~~preservation and protection~~ plan—Applicability.

Unless otherwise exempted, any site subject to a development within the City of Ridgefield shall be required to develop a tree ~~preservation and protection~~ plan and shall be required to meet the minimum tree density herein created.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.030 Tree ~~preservation and protection~~ plan—Exemptions.

The following activities are exempt from a tree ~~preservation and protection~~ plan.

- A. Emergencies. Removal of trees necessary to protect public safety or private or public property from imminent danger, as determined by an arborist or accredited landscape architect.
- B. Residential parcels. Removal of trees on lots which 1) have an existing single-family residence, and 2) which cannot be further divided in accordance with the parcel's underlying zoning. Such exemption shall not apply to lots subject to a previously approved tree ~~preservation and protection~~ plan.
- C. Undeveloped property. Removal of up to a total of six trees from an undeveloped parcel within any consecutive thirty-six-month period, if the parcel is intended to remain undeveloped for a period of six years. Such intent shall be recorded in a covenant with a copy provided to the community development director.
- D. Minor development. A tree ~~preservation and protection~~ plan is not required for any site disturbance less than one thousand square feet and where no tree will be removed or adjacent tree(s) impacted.
- E. No trees. A tree plan is not required for development on sites with no existing trees, provided the terms of (C) have not been violated.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

¹Editor's note(s)—Ord. No. 1372, § 2(Exh. A), adopted Oct. 13, 2022, amended Ch. 18.840 in its entirety to read as herein set out. Former Ch. 18.840, §§ 18.840.010—18.840.060, pertained to heritage trees and derived from Ord. No. 1241, § 2(Exh. A), adopted Oct. 12, 2017.

18.840.040 Tree ~~preservation and protection~~ plan—Submittal requirements.

- A. In order to obtain approval of a tree ~~preservation and protection~~ plan, an applicant shall submit a plan to the city, prepared by an arborist or accredited landscape architect, that is drawn to scale and includes the following:
1. Approximate location of all existing trees on site and within fifteen feet of the site. Trees located within a protected critical area or buffer that are not proposed to be cut may be omitted from the plan;
 2. Exact location, species, diameter at breast height (dbh), and dripline of each Oregon white oak six inches dbh or larger, each other native tree twelve inches dbh or larger, and each tree twenty-four inches dbh or larger;
 3. Account of the health or hazard condition and recommendations for treatment for each tree in (1) and (2);
 4. Identification of trees proposed to be cut and retained;
 5. Tree density calculations for existing trees to be preserved and trees proposed for planting;
 6. Replacement tree planting plan;
 7. Location and type of tree protection measures to be installed per RDC 18.840.080;
 8. Identification of the contact person responsible for preparing tree preservation and protection plan;
 9. Location of existing and proposed roads, water, sanitary and storm sewer, and other utility lines/facilities and easements;
 10. Location of existing and proposed structures;
 11. Grade change or cut and fill during and/or after construction;
 12. Existing and proposed impervious surfaces; and
 13. Any other information reasonably required by the city.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.050 Tree ~~preservation and protection~~ plan—Review procedure.

- A. Tree ~~preservation and protection~~ plans submitted with a land use application shall be reviewed concurrently with the application.
- B. Any other tree ~~preservation and protection~~ plan shall be reviewed using a Itype I procedure.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.060 Tree ~~preservation and protection~~ plan—Review standards.

- A. Alternative compliance. All tree removal activities regulated by this chapter shall be performed in compliance with the applicable standards in the chapter unless the applicant demonstrates that alternate measure or procedures will be equal or superior to the provisions of this chapter in accomplishing the purposes of this chapter. Such alternative measures and procedures are subject to approval by the community development director.
- B. Design standards. For all non-exempt development, the following standards shall apply.

-
1. In designing a development project and in meeting the required minimum tree density, the applicant should prioritize preservation of existing trees over removal and replacement.
 2. The applicant shall prepare the required tree ~~preservation and protection~~ plan with the following order of tree preservation priority.
 - a. Heritage trees.
 - b. Oregon white oaks six inches dbh or larger.
 - c. Groves of three or more trees with a minimum individual tree size of twelve inches dbh and with overlapping or touching crowns.
 - d. Other native trees twelve inches dbh or larger or any trees twenty-four inches dbh or larger.
 3. Trees to be preserved must be healthy, wind-firm, and appropriate to the site at their mature size, as identified by an arborist or accredited landscape architect. A tree may be excluded from preservation if it has one of the following conditions, and that condition cannot be corrected with reasonable arboricultural practices or site redesign:
 - a. The tree has a combination of structural defects and/or disease which makes it subject to a high probability of failure.
 - b. The tree is causing obvious physical damage to public or private property.
 4. When replacement trees are required to meet the minimum tree density, they shall be planted in the following order of priority.
 - a. Trees planted within or adjacent to designated critical areas and buffers.
 - b. Trees planted adjacent to stormwater facilities.
 - c. Trees planted in common open space.
 - d. Trees planted in entrance landscaping areas or other prominent landscaping areas.
 - e. Trees planted on individual residential building lots.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.070 Tree density requirement.

- A. Minimum tree density. The required minimum tree density is twenty tree units per acre or the existing tree density, whichever is less, for new development and new site disturbance in existing developments.
 1. The tree density may consist of existing trees, replacement trees, or a combination thereof pursuant to the priorities established in RDC 18.840.060.
 2. Each required street tree may be counted as 0.5 tree units.
 3. Minimum tree density does not apply in zones where one hundred percent impervious surface coverage is permitted.
- B. Tree density calculation.
 1. City right-of-way, areas to be dedicated as city right-of-way, and required pervious surface where trees are not appropriate as determined by the city (e.g., athletic fields) shall be excluded from the area used for calculation of tree density.

Table 18.840.070-1. Tree Density for Existing Trees

DBH	Tree Units	DBH	Tree Units	DBH	Tree Units
1"-6"	1	23"-24"	8	37"-38"	15
7"-12"	2	25"-26"	9	39"-40"	16
13"-14"	3	27"-28"	10	41"-42"	17
15"-16"	4	29"-30"	11	43"-44"	18
17"-18"	5	31"-32"	12	45"-46"	19
19"-20"	6	33"-34"	13	47"-48"	20
21"-22"	7	35"-36"	14	49"-50"	21

Table 18.840.070-2. Tree Density and Size Requirements for Replacement Trees

Tree Type	Size at Planting	Tree Units
Deciduous	1.5" caliper (minimum)	1
	1.51" to 3" caliper	1.5
	Greater than 3" caliper	2
Evergreen	6' tall (minimum)	1
	6.01' to 9' tall	1.5
	Greater than 9' tall	2

- C. Replacement tree planting standards. Trees shall be planted pursuant to the planting standards delineated herein.
1. Trees required to meet minimum tree density shall be planted according to the following priority:
 - a. On-site.
 - b. Offsite. When room is unavailable for the required trees on-site, they may be planted at another location as approved by the responsible official.
 2. Replacement trees shall optimize tree diversity and inclusion of native species.
 3. Unless otherwise provided in this chapter, replacement trees shall be subject to the installation and maintenance standards in RDC 18.725.080 and RDC 18.725.090.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.080 Tree ~~preservation and protection plan~~—Protection measures required.

- A. Except as otherwise determined by the community development director, all required tree protection measures set forth in this section shall be instituted prior to any development activities, including, but not limited to, clearing, grading, excavation or demolition work, and shall be removed only after completion of all construction activity, including landscaping and irrigation installation.
- B. The "tree protection zone" shall be defined as the area reserved around a tree or group of trees in which no grading, access, stockpiling, or other construction activity shall occur.
- C. Orange silt fence shall be installed at the edge of the tree protection zone or dripline, whichever is greater, and at the boundary of any open space tracts or conservation easements that abut the parcel being developed prior to any grading or excavation on the site.

-
- D. Approved signs shall be attached to the silt fencing stating that inside the fencing is a tree protection zone, not to be disturbed unless prior approval has been obtained from the community development director and arborist for the project.
 - E. No construction activity shall occur within the tree protection zone, including, but not limited to, dumping or storage of materials such as building supplies, soil, waste items, or parked vehicles or equipment.
 - F. The tree protection zone shall remain free of chemically injurious materials and liquids such as paints, thinners, cleaning solutions, petroleum products, and concrete or dry wall excess, construction debris, stockpiled soil, or runoff.
 - G. No excavation, trenching, grading, root pruning or other activity shall occur within the tree protection zone unless directed by an arborist present on-site and approved by the director.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.100 Heritage tree inventory.

- A. The city shall develop an inventory of heritage trees that shall satisfy the criteria of this section. The initial inventory shall be the responsibility of the community development director (director) and shall be updated annually. The city council, planning commission, parks board, homeowner association, a property owner, or any person may recommend to the city that a tree be designated a heritage tree.
- B. The heritage tree designation may be applied to a tree or grove of trees.
- C. The city council shall hold at least one public hearing on the proposed designations. The city shall notify each property owner by certified or registered mail when a tree on the owner's property has been proposed for designation to the heritage tree inventory. The notice and a response form shall be mailed at least thirty calendar days prior to the public hearing. The owner of the property may object to such designation in writing to the city council prior to the public hearing or at the public hearing.
- D. After the city council completes its hearing, it shall establish a list of heritage trees based on the criteria found in this section. Decisions of the city council may be appealed to the hearings examiner by any aggrieved party.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.110 Heritage tree criteria.

- A. For any individual tree or grove of trees to be listed as a heritage tree(s), it must be in an apparently healthy growing condition and one or more of the following exist:
 - 1. The tree has a diameter (at breast height) of thirty-six inches or greater;
 - 2. The tree has a distinctive size, shape, or location, or is of a distinctive species or age which warrants a heritage tree status;
 - 3. The tree possesses exceptional beauty which warrants a heritage tree status;
 - 4. The tree is distinctive due to a functional or aesthetic relationship to a natural resource, such as trees located along stream banks or trees located along ridge lines; or
 - 5. The tree has a documented association with a historical figure, property, or significant historical event.
- B. A grove may be considered for heritage grove status if it is apparently in a healthy growing condition and one or more of the following criteria:

-
1. The grove is relatively mature and is of a rare or unusual nature containing trees that are distinctive either due to size, shape, species or age;
 2. The grove is distinctive due to a functional or aesthetic relationship to a natural resource, such as trees located along stream banks, or trees located along ridge lines; or
 3. The grove has documented association with a historical figure, property, or significant historical event. (Ord. No. 1241, § 2(Exh. A), 10-12-2017)

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.120 Heritage trees development review.

- A. When development is proposed for property which may contain a heritage tree, and the director determines that the proposed development may affect a heritage tree, the property owner must have a tree preservation plan prepared by a qualified professional demonstrating how the heritage tree will be protected and preserved. A heritage tree shall be preserved unless the city council determines that the tree may be removed based on the removal criteria for heritage tree in the following section.
- B. A tree preservation plan shall be composed of the following:
 1. A site plan indicating the location of heritage trees.
 2. The methods to be used to preserve the heritage trees.
 3. If a heritage tree is proposed for removal, a narrative statement outlining the reasons why the heritage tree should be removed.
 4. A mitigation plan indicating the replacement trees or additional new trees to be placed on the site. The mitigation plan should demonstrate, to the extent possible, that the character of the site will not substantially change as the result of development.
- C. Site design adjustments may be allowed in some cases, as follows:
 1. The Director may grant a variance to front, side, and/or rear yard setback standards by up to twenty percent to retain a heritage tree(s). The adjustment shall be the minimum necessary to accomplish preservation of trees on site and shall not conflict with the Uniform Building Code or other adopted ordinances or conditions placed on the property.
 2. The director may grant a ten-percent variance to the lot size and/or a ten-percent variance to the lot width and/or lot depth standards in approving a short plat or other land division if necessary to retain heritage trees. The director may accept a preliminary plat application and recommend approval to the hearing body of a plat which provides for similar variance to lot size, width and depth standards if necessary to retain heritage trees.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.130 Removal of a heritage tree.

- A. Except for the provisions in this section, no person may cut or remove a heritage tree without obtaining approval from the city council. The tree removal permit shall be approved if one of the criteria is satisfied:
 1. Retention of the tree would make reasonable use of the property allowed under the current zoning impractical or impossible in that the development would not be allowed to meet the maximum density allowed by the applicable zoning or would require special design features that would significantly increase the cost of development by ten percent or more.

-
2. The removal is necessary to accommodate a new improvement, structure or remodeled structure, and no alternative exists for relocation of the improvement on the site, or that variances to setback provisions of the Development Code will not allow the tree to be saved or will cause other undesirable circumstances on the site or adjacent properties.
 3. The tree is hazardous, diseased or storm damaged and poses a threat to the health, safety or welfare of the public.
 4. The tree has lost its importance as a heritage tree due to damage from natural or accidental causes, or is no longer of historic or natural significance.
 5. The tree needs to be removed to accomplish a public purpose and no practical alternative exists.
- B. The limb structure, or crown, of a heritage tree may be pruned in any one year period without obtaining approval from the director, provided that at least eighty percent of the existing tree crown remains undisturbed. Any person who wishes to prune a heritage tree in excess of twenty percent of the existing crown shall obtain approval from the director subject to the following conditions:
1. The protected tree shall be pruned following acceptable arboricultural standards.
 2. The tree shall be pruned in a manner which ensures safety to public and private property and shall be done by a qualified professional.
 3. Any other conditions necessary to ensure compliance with the requirements of the community development plan.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

18.840.140 Non-compliance, penalty, and enforcement.

Any violation of the terms of Chapter 18.840 shall be enforced in accordance with the procedures or RDC 18.395. Each tree involved in the violation constitutes a separate offense. The following remedies shall apply for violations of this chapter in addition to the remedies available in RDC 18.395:

- A. Voluntary Compliance Process. A voluntary compliance agreement shall contain the following:
1. A commitment by the violator to submit and carry out a tree replacement program that is approved by the city manager, or designee. The agreement shall require at minimum the planting of replacement trees at a 1:1 inch per inch (DBH) ratio to the trees removed in violation of this chapter. The size and quality of the mitigation nursery stock shall be approved by the city. If the applicant's property is deemed inadequate in size to accommodate the replacement trees, then a fee may be paid into a fund dedicated to parks maintenance at the minimum rate for installation of a one and three-quarter-inch caliper tree to city standards.
 2. Trees that have been planted as part of a mitigation planting will not be covered by the minimum thresholds for trees requiring a permit for removal.
- B. Penalties. Any person or organization causing the illegal removal of a tree who does not enter into a voluntary compliance agreement may be fined a sum not to exceed the equivalent of three times the appraised value of the tree based on the latest revision of the council of tree and landscape appraiser's evaluation method but in any case an amount not less than one thousand dollars per violation.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Second Reading of Ordinance No. 1427 - Raptors Park Petition to Annex

GOVERNING LEGISLATION

RCW 35A.14 - Annexation by Code Cities

PREVIOUS COUNCIL ACTION TAKEN:

December 7, 2023: Council adopted Resolution No. 633 approving the Franck Intent to Annex with a geographic modification to include two Clark PUD parcels at the intersection of Hillhurst and Carty Roads.

March 28, 2024: Council adopted Resolution No. 645 approving the Wubben Intent to Annex.

July 11, 2024: Council held a public hearing on the Raptors Park Petition to Annex.

SUMMARY/BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

To approve the Raptors Park Petition to Annex:

"I move to adopt Ordinance No. 1427 as presented."

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Staff Report
2. Applicant's Narrative
3. Annexation Area Survey

ORDINANCE NO. 1427

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF RIDGEFIELD APPROXIMATELY 12.16 ACRES IDENTIFIED AS THE RAPTORS PARK ANNEXATION AREA AND ASSIGNING THE ZONING OF THE ANNEXED AREA AS RESIDENTIAL LOW DENSITY 4 WITH THE URBAN HOLDING 10 OVERLAY.

WHEREAS, annexations to the City of Ridgefield are regulated by Revised Code of Washington (RCW) Chapter 35A.14, Annexation by Code Cities; and

WHEREAS, the proposed annexation area (Raptors Park Annexation Area comprised of Assessor's parcels 215876000, 215857000, 216472000, and 216457000 and adjacent NW Carty Road right-of-way) is within the Ridgefield Urban Growth Area as shown on the Ridgefield Urban Growth Area Comprehensive Plan Map of the Clark County 20-Year Comprehensive Growth Management Plan which the Board of Clark County Councilors adopted on June 28, 2016, Ordinance No. 2016-06-12; and

WHEREAS, the proposed annexation area is designated Urban Low as shown on the Comprehensive Plan Map of the Ridgefield Urban Area Comprehensive Plan which the City Council adopted on February 25, 2016, Ordinance No. 1203; and

WHEREAS, RCW 35A.14.010 provides that an unincorporated area lying contiguous to a code city may become part of the charter code city or noncharter code city by annexation; and

WHEREAS, the area proposed to be annexed is contiguous to the city limits; and

WHEREAS, RCW 35A.14.120 provides a direct petition annexation method which requires that prior to circulating a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of a charter code city or noncharter code city; and

WHEREAS, on December 7, 2023 the City Council of the City of Ridgefield adopted Resolution No. 633 accepting a notice of intent to annex for the Franck Annexation Area comprised of parcel 215876000 with a geographic modification to include parcels 216472000 and 216457000 and authorized commencement of petition to annex proceedings; and

WHEREAS, on March 28, 2024 the City Council of the City of Ridgefield adopted Resolution No. 645 accepting a notice of intent to annex for the Wubben Annexation Area comprised of parcel 215857000 and authorized commencement of petition to annex proceedings; and

WHEREAS, the City of Ridgefield received a petition to annex for the Raptors Park Annexation Area combining the Franck and Wubben annexations areas as geographically modified and assigned File Nos. MASTER-24-0033 and PLZ-24-0036; and

WHEREAS, the City is designating subject properties Residential Low Density 4 pursuant to RDC 18.210.015.A, the 2016 Ridgefield Urban Area Comprehensive Plan, and the Carty Road Subarea Plan; and

WHEREAS, the City is placing all newly annexed properties in UH-10 pursuant to RDC 18.210.015.B until certification by the city engineer that identifies capital facilities deficiencies have been satisfactorily resolved, as required in RMC 18.270.060, and until Council adopts development standards implementing the Carty Road Subarea Plan; and

WHEREAS, RCW 35A.14.120 requires that the petition to annex must be signed by the owners of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned; and

WHEREAS, the Raptors Park petition to annex is signed by the owners of 100 percent in assessed value

of the property for which annexation is petitioned; and

WHEREAS, on June 26, 2024, the City of Ridgefield requested that the Clark County Department of Assessment and GIS certify the petition to annex by direct petition method according to RCW 35A.01.040(4) which requires that a petition signed by property owners be transmitted to the county assessor for determination of sufficiency; and

WHEREAS, on July 11, 2024, the Clark County Assessor provided to the City of Ridgefield a Certification of Sufficiency for the annexation petition by the direct petition method; and

WHEREAS, RCW 43.21C.222 exempts annexation of territory by a city or town from compliance with the chapter entitled State Environmental Policy; and

WHEREAS, RCW 35A.14.130 provides that the legislative body of a code city may entertain a petition for annexation and fix a date for a public hearing thereon and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the city, and post in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the City of Ridgefield met the requirements defined within RCW 35A.14.130 by publishing a notice of public hearing in the Columbian newspaper, posting notice of public hearing at three public places within the territory proposed for annexation, mailing the notice to surrounding property owners, and posting the notice online; and

WHEREAS, on July 11, 2024, the City Council of the City of Ridgefield held and closed a public hearing on the proposed annexation; and

WHEREAS, RCW 35A.14.140 provides that after the public hearing, if the legislative body determines to effect the annexation, then they shall do so by ordinance and file a copy of the ordinance with the board of county commissioners.

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

SECTION 1. Annexation. The City of Ridgefield hereby annexes into the corporate limits of the City of Ridgefield the Raptors Park Annexation Area shown in Exhibit A.

SECTION 2. Zoning. The zoning of the annexed area shall be Residential Low Density 4 with the Urban Holding 10 and Heritage overlays. The Urban Holding 10 overlay shall not be removed until the requirements of RDC 18.210.015.B and 18.270.060 are met and Council has adopted development standards for the Carty Road Subarea.

SECTION 3. City Filing of Certificate with Washington State Office of Financial Management. A Certificate of Annexation shall be filed with the Washington State Office of Financial Management within thirty (30) calendar days of the effective date of this ordinance.

SECTION 4. City Filing with Clark County. A certified copy of the adopted ordinance shall be separately filed with the Board of Clark County Commissioners and the Clark County Department of Assessment and GIS.

SECTION 5. Severability. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

SECTION 7. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of

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

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 25TH DAY OF JULY, 2024.

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss, City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading/Passage: July 11, 2024

Second reading/Passage: July 25, 2024

Date of Publication:

Effective Date:

EXHIBIT A:

Legal Description and Map of Annexation Area



COMMUNITY DEVELOPMENT DEPARTMENT

510-B Pioneer Street | PO Box 608 | Ridgefield, WA 98642
(360) 887-3908 | Fax: (360) 887-2507 | www.ridgefieldwa.us

Raptors Park Petition to Annex

Staff Report

File No. MASTER-24-0033, PLZ-24-0036

July 25, 2024

I. Basic Facts

Petition to annex submitted: June 6, 2024

Technically complete: June 25, 2024

Council dates: July 11, 2024/July 25, 2024

Applicant: Wollam & Associates. 7701 NE Greenwood Dr Ste 100 / Vancouver, WA 98662. Contact: Terry Wollam, 360-798-5820, terry@wollamassociates.com

Applicant's Representative: AKS Engineering & Forestry, LLC. 9600 NE 126th Ave, Ste 2520 / Vancouver, WA 98682. Contact: Michael Andreotti, 360-882-0419, andreottim@aks-eng.com

Property Information:

1. 23713 NW Hillhurst Rd / Ridgefield, WA 98642. #81 S29 T4N R1E WM, Assessor's #215876000
2. 24009 NW Meuller Rd / Ridgefield, WA 98642. #80 S29 T4N R1E WM, Assessor's #215875000
3. 3414 NW Carty Rd / Ridgefield, WA 98642. #30 S32 T4N R1E WM, Assessor's #216472000
4. No address. #13 S32 T4N R1E WM, Assessor's #216457000

Current Zoning: Clark County Single-Family Residential (R1-7.5), Urban Holding 10 (UH-10)

Current Comprehensive Plan Designation: Urban Low (UL), Urban Holding (UH)

Carty Road Subarea Plan Zoning Designation: Residential Low Density 4 (RLD-4)

Staff Contact: Claire Lust, Community Development Director. 360.857.5024, Claire.lust@ridgefieldwa.us

II. Property Information

The Raptors Park petition to annex includes four parcels and adjacent Carty Road right-of-way. See Figures 1 and 2. The subject parcels are within the Ridgefield Urban Growth Area (UGA) and are contiguous with the Ridgefield city limits including the Hillhurst Road right-of-way. Therefore, the parcels are eligible for annexation. The property information is as follows:

Property Owner	Legal	Square Feet	Acres	2023 Assessed Taxable Property Value for 2024 Taxes	Site Address
WOLLAM TERRY L JR & WOLLAM NICCOLE	#81 S29 9T4N R1E WM, Assessor's #215876000	245,678	5.64	\$1,027,631.00	23713 NW Hillhurst Rd
WUBBEN MICHAEL & WUBBEN PATRICIA	#80 S29 T4N R1E WM, Assessor's #215857000	218,671	5.02	\$850,000.00	24009 NW Meuller Rd
CLARK PUBLIC UTILITIES	#30 S32 T4N R1E WM, Assessor's #216472000	61,855	1.42	\$0.00	3414 NW Carty Rd
	#13 S32 T4N R1E WM, Assessor's #216457000	3,485	0.08	\$0.00	No address
Total		529,689	12.16	\$1,877,631	

Figure 1. Vicinity map

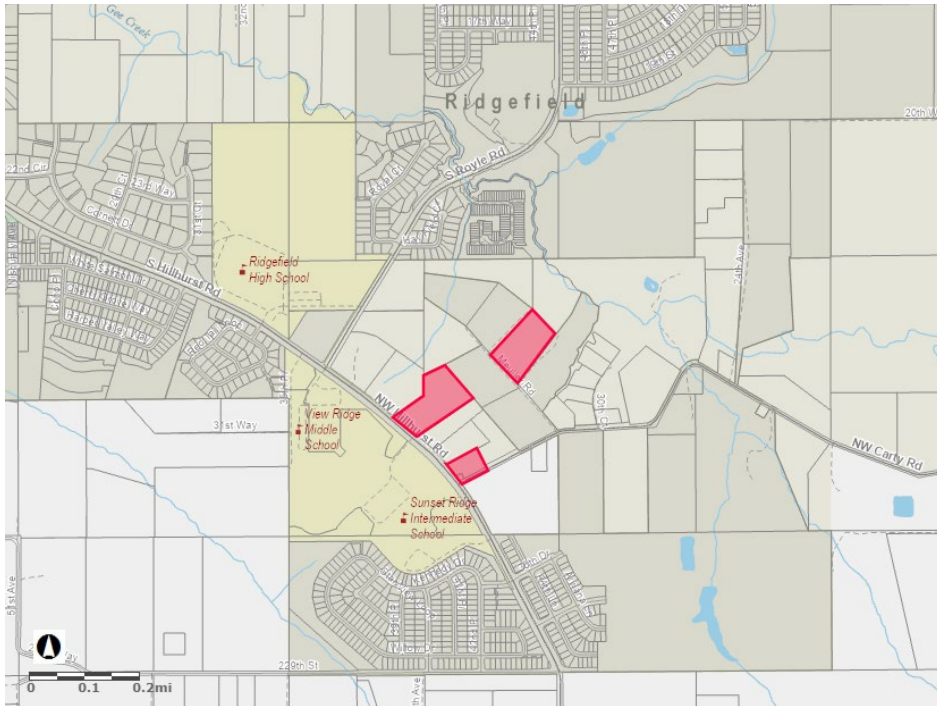
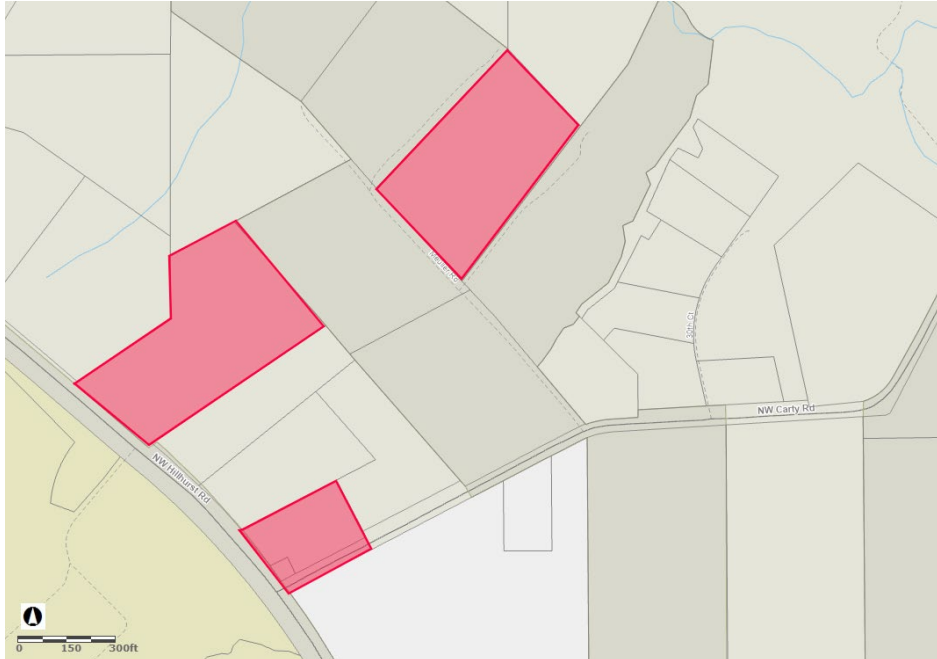


Figure 2. Site map



III. Zoning and Development

Annexation requires concurrent rezoning from the existing Clark County zoning designation to a City zoning designation. Staff finds:

- The County zoning of the proposed annexation area is Single Family Residential R1-7.5 with the Urban Holding – 10 (UH-10) overlay.
- The 2016 Ridgefield Urban Area Comprehensive Plan designation is Urban Low Density Residential (UL).
- Per RDC 18.210.015.A, the RLD-4, RLD-6, and RLD-8 zoning districts shall implement the UL comprehensive plan designation.
- The adopted Carty Road Subarea Plan assigns RLD-4 zoning to the annexation area.
- Therefore, the proposed City zoning is RLD-4.
- The Urban Holding – 10 (UH-10) overlay shall be assigned until capital facilities deficiencies are adequately resolved and development standards implementing the Carty Road Subarea Plan have been adopted by Council.

The applicant's narrative is attached. No development plans have been proposed at this time. Upon annexation, any proposed development will be subject to the City's land use, engineering, and building review processes beginning with a pre-application conference.

IV. Procedure

Intent to Annex

This petition to annex combines two intents to annex as allowed under RCW 35A.14.

Council adopted Resolution No. 633 approving an intent to annex for the Wollam property (formerly known as the Franck property, parcel #215876000) on December 7, 2023. This resolution included a geographic modification to include the two Clark PUD properties at the corner of Hillhurst and Carty Roads. Council chose to include the Clark PUD properties in relation to a planned pedestrian crossing of Hillhurst Road at Carty Road serving the adjacent intermediate and middle schools. Having the properties on each end of this planned crossing in the city limits will allow the City to secure funding and complete the project.

Council adopted resolution No. 645 approving an intent to annex for the Wubben property (parcel #215875000) on March 28, 2024.

Wollam and Associates, the applicant for this petition to annex, was also the applicant for the Wubben intent to annex and has since acquired the Franck property.

Direct petition (60% petition) method for owner-initiated annexation.

The direct petition method of annexation (RCW 35A.14.120-150) requires that owners of 60% or more of the land value of the proposed annexation area must sign the Petition to Annex. Road values are not included in this calculation. The owners of parcel #215876000 (Terry Wollam Jr. and Niccole Wollam) and the owners of parcel #215875000 (Michael and Patricia Wubben) signed the Petition to Annex. The Wollams and Wubbens own 100 percent of the land value of the property proposed for annexation; the Clark PUD parcels have no assessed taxable value. This exceeds the 60% threshold of the Petition to Annex.

Certification of sufficiency.

The Clark County Assessor's office reviewed the declaration of petition to annex, survey, and legal description and issued a signed certification of sufficiency on July 11, 2024.

Council hearing.

Council held a public hearing and first ordinance reading for the Raptors Park Petition to Annex on July 11, 2024. Prior to the public hearing Geni Fontyn and Chris Vigna (owners, 24214 NW Meuller Road) submitted written testimony to the City Clerk. Their testimony reads:

We have had the opportunity to see the preliminary plan of the development and are questioning whether there is, in fact a buffer between the development and our adjoining property to the north. It was our understanding from all of the Carty Annexation meetings that the developer is required to have a 15 ft. buffer between the development and any existing properties. That is not apparent on their drawing. Also, if there are trees in the required buffer, we do not want deciduous trees that are going to drop leaves and debris on our property. We keep our property immaculate and we don't need the extra work.

The other thing that bothers me is the naming of the streets in the development. While I understand that these may just "placeholders", I really don't like the idea of naming streets after the families who sold out. As a lifelong resident of Ridgefield who has lived in our current home on Meuller Road for the past 33 years, I would like some input on the names of the roads. I'm not sure how that process works, but I would hope to be involved.

Thank you for your time.

No other testimony was received.

Remaining steps.

- Second ordinance reading: City Council shall hold a second reading and vote to determine whether the city will adopt the Petition to Annex. The second reading is scheduled for July 25, 2024.
- Ordinances: To approve the petition to annex, the city shall adopt an ordinance annexing certain lands, adopt a zoning ordinance for the annexed area, and forward the ordinance(s) to the Clark County Assessor's Office, State Department of Revenue, State Department of Commerce, and State Office of Financial Management.
- Census: The City Clerk shall report population increases to census reporting agencies.

Motion.

To approve the Raptors Park Petition to Annex:

"I move to adopt Ordinance No. 1427 as presented."



BEND, OR
2777 NW Lolo Drive
Suite 150
Bend, OR 97703
(541) 317-8429
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KEIZER, OR
3700 River Road N
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Keizer, OR 97303
(503) 400-6028

THE DALLES, OR
3775 Crates Way
The Dalles, OR 97058
(541) 296-9177

TUALATIN, OR
12965 SW Herman
Road, Ste 100
Tualatin, OR 97062
(503) 563-6151

KENNEWICK, WA
501 N Quay Street,
Suite C-102
Kennewick, WA 99336
(509) 905-0219

VANCOUVER, WA
9600 NE 126th Avenue
Ste 2520
Vancouver, WA 98682
(360) 882-0419

WHITE SALMON, WA
107 W Jewett, Ste 100
White Salmon, WA
98672
(509) 281-3227

Date: 6/5/2024
To: City of Ridgefield Community Development
From: Michael Andreotti, RLA
Project Name: Raptors Park (Franck Subdivision)
AKS Job No.: 10781
Project Site: 23713 NW Hillhurst Road / 24009 NW Meuller Road / 3414 NW Carty Road, Ridgefield, WA 98642
Subject: **Introductory Statement**

This memo is written to discuss the proposed notice of petition to annex four properties into the City of Ridgefield (City).

The Applicant is proposing to annex four properties into the City of Ridgefield. The parcels are identified as Clark County Parcel Numbers 215876-000, 215875-000, 216472-000 and 216457-000 and addressed at 23713 NW Hillhurst Road / 24009 NW Meuller Road / 3414 NW Carty Road, Ridgefield, WA 98642. The total area proposed for annexation is ± 12.16 acres and is located within the Ridgefield Urban Growth Area (UGA) boundary. Parcel 215876-000 is bound by the City to the northeast and southwest at NW Hillhurst Drive. Parcel 215875-000 is bound by the City to the northwest, southeast and southwest. Parcels 216472-000 and 216457-000 are bound by the City to the southwest at NW Hillhurst Drive.

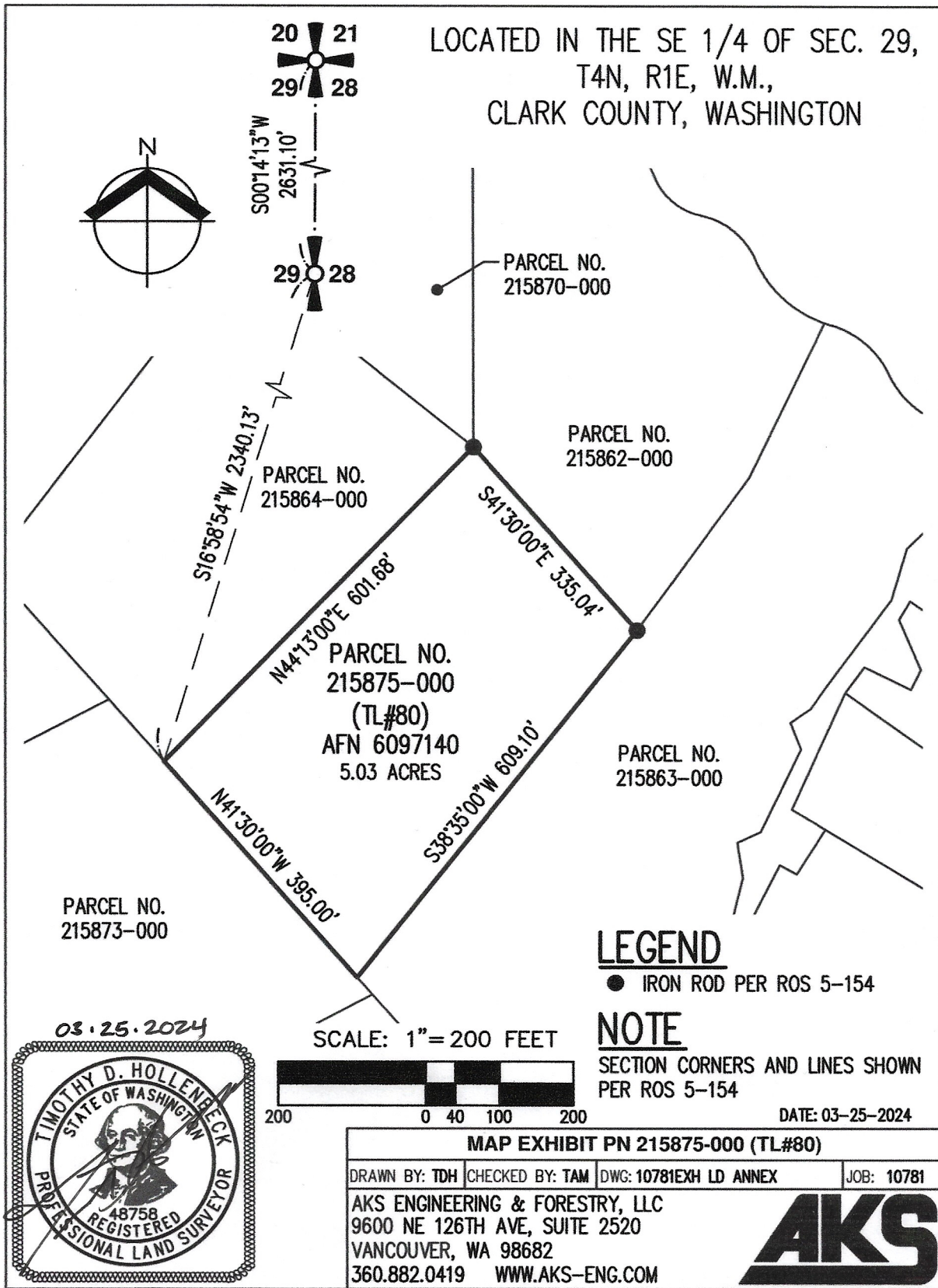
The intent to annex Parcel 215876-000 was approved by the Ridgefield City Council, with the requirement that parcels 216472-000 and 216457-000 to be added to the annexation on November 16, 2023 (MASTER-23-0051/PLZ-23-0085). Parcels 216472-000 and 216457-000 are both owned by Clark Public Utilities and have no assessed taxable value. The intent to annex Parcel 215875-000 was approved by the Ridgefield City Council on March 28, 2024 (MASTER-24-0005/PLZ-24-0006). As all parcels with the approved intents to annex are connected through exiting City boundaries, they have been combined into a single petition to annex.

Public water is available in NW Hillhurst Road on the southwest boundary of the annexation area for Parcel 215876-000. Water can be extended to Parcel 215875-000 either through NW Carty Road and Meuller Road or through potential development of neighboring parcels. Sewer is not currently available directly to the annexation parcels; however, a regional pump station (MASTER-23-0067/PLZ-23-0106) is currently being reviewed by the City and Clark Regional Wastewater District. Sewer will be able be brought to the site either from the pump station, through NW Carty Road and Meuller Road. Extension of these public services into the annexation area is not part of a City capital project and would occur with future development of the site. Emergency services, garbage service, and transportation infrastructure are also available to the site.

The proposed annexation requires that 60 percent of the landowners, based on taxable value, approve of the annexation. The owners of parcels 215876-000 and 215875-000 have approved of the annexation. Therefore, as Parcels 216472-000 and 216457-000 have not taxable value, 100 percent of the landowners, based on taxable value, have approved of the annexation.

The properties pertinent information is included below:

Property Owner	Legal	Square Feet	Acres	2023 Assessed Taxable Property Value	Site Address
Terry Jr & Niccole Wollam	#81 SEC 29 T4N R1EWM 5.64A Assessor's #215876-000	245,678 SF	5.64 AC	\$1,027,631.00	23713 NW Hillhurst Road
Michael & Patricia Wubben	#80 SEC 29 T4N R1EWM 5.02A Assessor's #215875-000	218,671 SF	5.02 AC	\$850,000.00	24009 NW Meuller Road
Clark Public Utilities	#30 OF SEC 32 T4NR1EWM 1.42A Assessor's #216472-000	61,855 SF	1.42 AC	\$0.00	3414 NW Carty Road
Clark Public Utilities	#13 OF SEC 32 T4NR1EWM .08A Assessor's #216457-000	3,485 SF	0.08 AC	\$0.00	No Situs Address



LOCATED IN THE SE 1/4 OF SEC. 29 AND
THE NE 1/4 OF SEC. 32, T4N, R1E, W.M.,
CLARK COUNTY, WASHINGTON

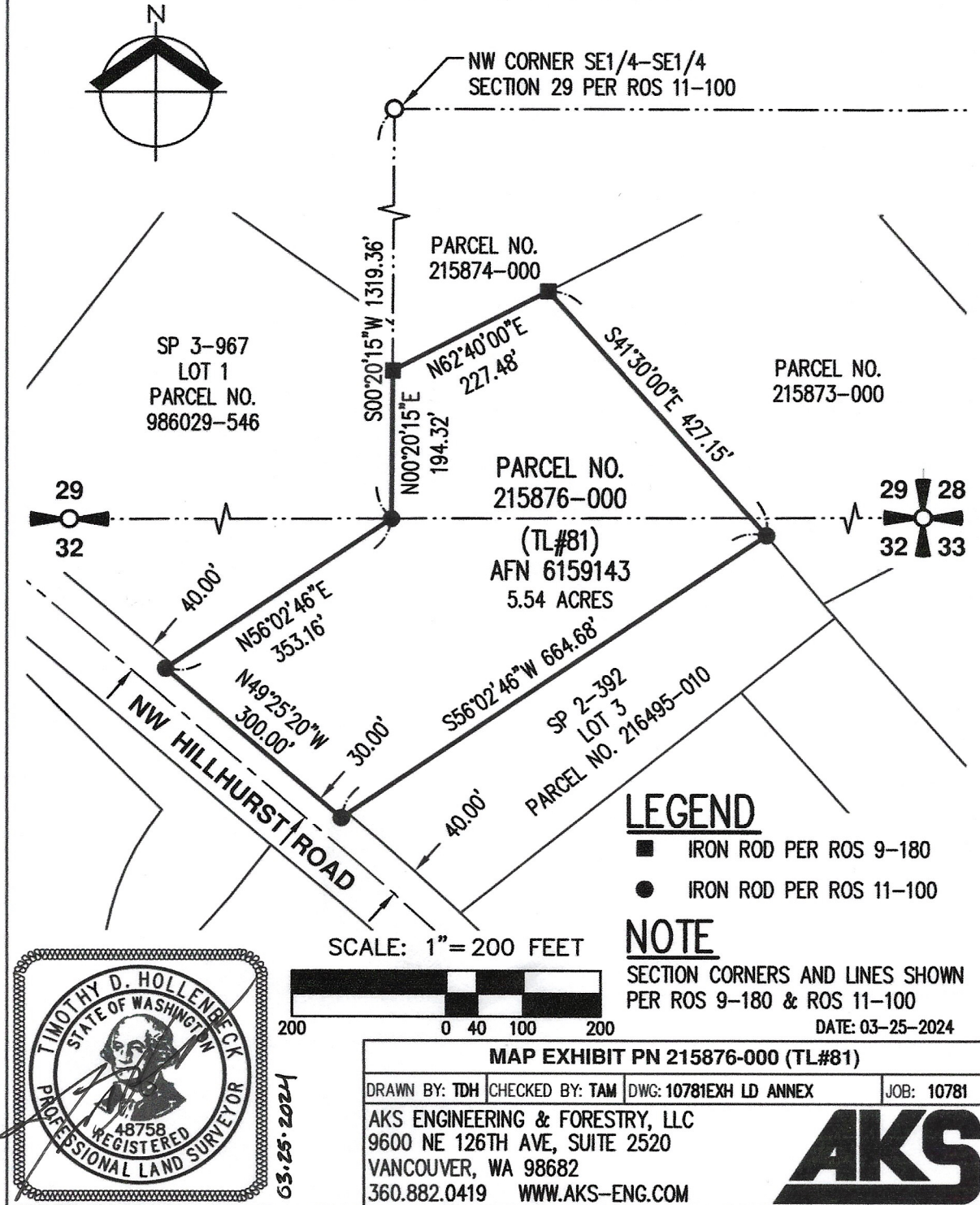


EXHIBIT B

CITY OF RIDGEFIELD ANNEXATION DESCRIPTION
CLARK PUBLIC UTILITIES PROPERTIES & NW CARTY ROAD

LEGEND

- ① CPU PROPERTIES
±1.43 ACRES
- ② CARTY ROAD
±11,890 SF
- TOTAL: ±1.71 ACRES

POINT OF COMMENCEMENT

PARCEL 1
EASTERNMOST CORNER OF LOT 2
(SP 2/392)
1/2" IR W/ YPC
"HAGEDORN PLS 9579"

POINT OF BEGINNING

PARCEL 1
3/8" IR IN CONCRETE
(N26°01'46"W, 0.10')

LOT 1
SHORT PLAT
(SP 2/392)

SOUTHERLY LINE
OF LOT 2,
(SP 2/392)

S63°58'32"W 331.07'

WESTERLY LINE
OF LOT 1,
(SP 2/392)

N26°01'46"W 199.79'

N63°58'14"E 707.93'

3/8" IR IN CONCRETE
(S63°58'32"W, 1.71')

PIN: 216472000
AFN: G342309

3/8" IR IN CONCRETE
(S26°01'46"E, 0.14')

"OLD CENTERLINE
ALIGNMENT"
(ROS 24/33)

1/2" IR W/ YPC (ILLEGIBLE)

NORTHERLY
RIGHT-OF-WAY
LINE OF NW
CARTY ROAD

EASTERLY
RIGHT-OF-WAY
LINE OF NW
HILLHURST ROAD

PIN: 216457000
AFN: G152424

Δ=10°36'41"
R=411.97'
L=76.30'
LC=S38°15'57"E,
76.19'

"NEW CENTERLINE
ALIGNMENT"
(ROS 24/33)

NW HILLHURST ROAD

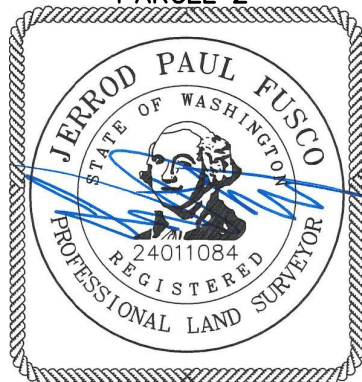
N63°58'14"E 299.68'
S63°58'14"W 333.51'

NW CARTY ROAD

POINT OF BEGINNING
PARCEL 2
1/2" IR W/ YPC "HAGEDORN PLS 9579"

2" BRASS DISK STAMPED
"CC PUBLIC WORKS PLS35152
SURVEYORS OFFICE"
"PC 20+41.73" (ROS 68/47)

TERMINUS POINT
PARCEL 2



SIGNED: 5/15/2024
EXPIRES: 1/30/2026



0 30 60

SCALE: 1" = 60'

ABBREVIATIONS

AFN	=	AUDITOR'S FILE NUMBER
CPU	=	CLARK PUBLIC UTILITIES
IR	=	IRON ROD
PIN	=	PARCEL IDENTIFICATION NUMBER
ROS #/#	=	RECORD OF SURVEY BOOK #, PAGE #
SF	=	SQUARE FEET
SP #/#	=	SHORT PLAT BOOK #, PAGE #
YPC	=	YELLOW PLASTIC CAP
W/	=	WITH



Harper
Houf Peterson
Righellis Inc.

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

RPW-13

JPJF

5/15/2024

PAGE 1 OF 1

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Motion - Approval of Interlocal Agreement with Clark County for Stormwater Partners Collaboration

GOVERNING LEGISLATION

Washington Department of Ecology Phase II MS4 Municipal Permit (effective August 1, 2024)
RCW 39.34 Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

The City of Ridgefield's National Pollutant Discharge Elimination System Phase II Permit (NPDES), which begins August 1, 2024, requires that there is an Education and Enforcement program to build general awareness about methods to reduce stormwater runoff, change behaviors to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and create stewardship opportunities that encourage community engagement in addressing the impacts from stormwater runoff. Stormwater Partners of SW Washington is an independent coalition of jurisdictions, agencies and non-profit organizations working together to protect water quality and watersheds in SW Washington. The City has been coordinating with Stormwater Partners as part of the plan for operating under the Department of Ecology's Phase II Municipal MS4 permit for stormwater runoff and pollution prevention,

The Stormwater Partners cooperative recognizes that collaboration on programs and opportunities to meet Education and Outreach requirements can result in more effective and consistent products while also benefiting by cost efficiencies gained by sharing resources and costs.

Previous work conducted by this cooperative was funded by an Ecology grant that has now expired. The responsibility to cover costs are now the responsibility of each agency. In order to continue participating in this cooperative, the City has the opportunity to sign on with the Stormwater Partners agreement. The agreement notes a maximum expected cost contribution for each agency; Ridgefield's is not to exceed \$20,000 per year.

The draft Interlocal Agreement and 2024-2025 Work Plan are attached to this staff report.

BUDGET/FINANCIAL IMPACTS:

A budget amendment will be required to reflect the City's annual \$20,000 maximum cost contribution to this Cooperative for 2024. The annual costs for the City's contribution to this cooperative program are anticipated to be included in the operating costs for the Stormwater program beginning in 2025. It is anticipated there will be an offset of cost savings by the City participating in this Cooperative instead

of conducting the Education and Outreach programs alone.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item.

A suggested motion is **"I move to authorize the City Manager or designer to execute the "Collaboration of Stormwater Partners of Southwest Washington" Interlocal Agreement with Clark County and other participating jurisdictions."**

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. FINAL Stormwater Partners Interlocal Agreement 7-2-2024
2. Exhibit A Stormwater Partners Workplan

INTERLOCAL AGREEMENT
COLLABORATION OF STORMWATER PARTNERS OF SOUTHWEST
WASHINGTON
Between
CLARK COUNTY
And
THE CITY OF BATTLE GROUND
And
THE CITY OF CAMAS
And
THE CITY OF RIDGEFIELD
And
THE CITY OF VANCOUVER
And
THE CITY OF WASHOUGAL

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”) between Clark County (“County”), a municipal corporation of the State of Washington, the City of Battle Ground (“Battle Ground”), the City of Camas (“Camas”), the City of Ridgefield (“Ridgefield”), the City of Vancouver (“Vancouver”) and the City of Washougal (“Washougal”), all of which are municipal corporations of the State of Washington. Battle Ground, Camas, Ridgefield, Vancouver, and Washougal are collectively referred to as “Cities”. All entities above may be collectively referred to as “Parties” and each individual entity may be referred to as a “Party”.

RECITALS

Clark County is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

The Cities are, or may become, Permittees under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits".

The Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) allow for education and outreach program requirements ("E & O requirements") to be met as a member of a regional group. The Parties participate in a regional group, Stormwater Partners of Southwest Washington ("Stormwater Partners").

The Parties are required to implement an education and outreach program designed to build general awareness about methods to address and reduce stormwater runoff, effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and create stewardship opportunities that encourage community engagement in addressing the

impacts from stormwater runoff under the Phase I Permit (S5.C.11) and the Phase II Permit (S5.C.2). The Parties recognize that collaborating through Stormwater Partners to meet E & O requirements can result in more effective and consistent products that benefit from efficiencies of scale.

The objective of Stormwater Partners is to support the Parties in meeting E & O requirements in the Phase I Permit (S5.C.11) and the Phase II Permit (S5.C.2).

Pursuant to chapter 39.34, RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and obligations contained herein, including the attached Exhibits, which are incorporated herein by reference as though set forth in full at this point, the Parties agree as follows:

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT.

1.1. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2. The Parties agree that no separate legal or administrative entities are necessary to carry

out this Agreement.

1.3. Any real or personal property used or acquired by any Party in connection with the performance of this Agreement will remain the sole property of that Party, and no other Party shall have any interest therein.

1.4. Each Party to this Agreement shall designate an individual (an "Administrator"), which shall be designated by title or position, to oversee and administer that Party's participation in this Agreement. Each Party's initial Administrators is as follows:

County's Initial Administrator:

Devan Rostorfer, Clean Water Division
Manager
Clark County Public Works
1300 Franklin Street
Vancouver, WA 98660
devan.rostorfer@clark.wa.gov

Battle Ground's Initial Administrator:

Mark Herceg, PE
Battle Ground Public Works Director
109 SW 1st St, Suite 127
Battle Ground, WA 98604
mark.herceg@cityofbg.org

Camas' Initial Administrator:

Doug Quinn, City Administrator
City of Camas
616 NE 4th Ave
Camas, WA 98607
dquinn@cityofcamas.us

Ridgefield's Initial Administrator:

Chuck Green
Ridgefield Public Works Director
P.O. Box 608
Ridgefield, WA 98642
Chuck.green@ridgefieldwa.us

Vancouver's Initial Administrator:

Kris Olinger, P.E.
Surface Water Engineering Program
Manager
City of Vancouver
1500 SE Columbia Way
Vancouver, WA 98661
Kris.olinger@cityofvancouver.us

Washougal's Initial Administrator:

Trevor Evers
Public Works Director
1701 C St
Washougal, WA 98671
trevor.evers@cityofwashougal.us

Any Party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties. The above-named Administrators are authorized to act on their respective party's behalf regarding subsequent extensions or renewals of this Agreement.

2. PURPOSE. The purpose and intent of this Agreement is for the Parties to work together efficiently and effectively to meet E & O requirements of the Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) through Stormwater Partners of Southwest Washington. This Agreement provides a mechanism for the Parties to collaborate on projects and campaigns to help meet E & O requirements.

3. MUTUAL OBLIGATIONS.

3.1. Each Party shall designate at least one representative ("Representative") from its jurisdiction to serve as a point of contact and participate in planning, coordination, and implementation of Workplan activities of Stormwater Partners.

3.2. The Parties' Representatives to Stormwater Partners will share planning, coordination and implementation roles and responsibilities as equally as possible. Each

Representative may utilize other staff within their jurisdiction to support planning, coordination, and implementation of Workplan activities as needed. Responsibilities include, but are not limited to attending meetings, keeping meeting minutes, procuring materials and/or vendors to support Workplan activities, managing contracts to perform Workplan activities, participating in other coordination groups relevant to Workplan activities and sharing information about other statewide or regional opportunities relevant to E & O requirements.

3.3. Each Party's Representatives to Stormwater Partners will be responsible for implementing Workplan activities within their jurisdiction. Parties may support implementation of Workplan activities in jurisdictions outside of their own if agreed to by those participating jurisdictions.

3.4. In order to ensure that the budgetary limitations set forth within this Agreement are not exceeded, prior to implementing any Workplan activities or incurring any shared expenses, each Party shall submit a spending request to the Lead Agency for approval. The spending request shall set forth the amount to be spent and shall describe in detail how the funds will be utilized. Parties shall not invoice any other Party for any cost or expense unless specifically approved in writing by the Lead Agency.

3.5. A Party incurring costs for website expenses and shared Workplan activities shall invoice other Parties for an equal amount representing each Party's pro-rata (based upon the number of Parties to this Agreement) share of the costs. A copy of the Lead Agency

approval shall accompany all such invoices.

3.6. The Parties shall make payment on invoices that are submitted in accordance with the terms and conditions of this Agreement by the invoicing Party within thirty (30) days following receipt of said invoice.

4. REPORTING. By February 15, of each year this Agreement is in effect, the Representatives from the County and Cities will produce a report summarizing the Workplans activities accomplished during the previous year. The report shall also list, for each Party, the total amount of costs/expenses incurred by said Party for program activities, the total amount paid by said Party to other Parties pursuant to this Agreement, and the total amount received by said Party from other Parties pursuant to this Agreement.
5. WORKPLAN DEVELOPMENT. By August 30 of each year this Agreement is in effect, the Parties shall develop a Stormwater Partners workplan (Workplan, Exhibit A) for the following 12 months that outlines activities that support E & O requirements. The Workplan will consist of activities approved by a majority of the Representatives.
6. FUNDING. Total spending outlined in each annual Stormwater Partners Workplan shall not exceed \$120,000. Each Party's net spending under this Agreement (expenses incurred directly as a result of performing shared Workplan activities; plus direct payments paid by said Party to other Parties pursuant to this Agreement; minus direct payments paid to said Party by other Parties pursuant to this Agreement) shall be equivalent to that Party's pro-rata share (based

upon the number of Parties to this Agreement) of the annual Workplan budget, up to a maximum of \$20,000.

7. LEAD AGENCY OBLIGATIONS.

7.1. Designate a Representative from its jurisdiction to serve as a point of contact and participate in planning, coordination, and implementation of Workplan activities.

7.2. The County shall serve as the Lead Agency for Stormwater Partners. As such, duties of the Lead Agency include:

7.2.1. Setting monthly planning and coordination meetings at times and locations, taking into consideration the schedules of other and agreeable to all Representatives.

7.2.2. Hosting the Stormwater Partners website.

7.2.3. Maintaining planning and coordination documents, including the annual Workplan, in a central location agreed upon by Representatives.

7.2.4. Receive and, if consistent with the budget and the provisions of this Agreement, approve spending requests from each Party prior to that Party invoicing the other Parties. The Lead Agency will track the budget and provide updates at coordination meetings or upon request of any Party.

7.3. The County shall coordinate and implement Workplan activities within the unincorporated areas of Clark County.

8. TERM. The term of this Agreement shall commence upon execution of this Agreement by all parties hereto and extend until June 30, 2029 (the “Term”), unless extended pursuant to the terms and provisions hereof. The Parties may extend the Term of this Agreement one additional time for up to five years by unanimous written approval of the Administrators for all Parties remaining in the Agreement. Any extension or renewal of this Agreement shall be completed no later than 30 days before the expiration of the original Term.
9. NO THIRD-PARTY BENEFICIARIES. No liability shall attach to the Parties by reason of entering into this Agreement, except as expressly provided herein. This Agreement is executed for the benefit of the Parties and the public generally. This Agreement is not intended to, and shall not be construed as, creating any third-party beneficiary.
10. HOLD HARMLESS/INDEMNIFICATION. To the extent authorized by law, each Party shall indemnify, defend, and hold harmless each other Party hereto, and their respective elected and appointed officials, employees, officers, contractors and agents, from any and all claims, demands, suits at law or equity, actions, penalties, losses, costs, and damages (both to persons and/or property), if caused by the indemnifying Party’s violation of law or breach of any legal duty, provided, that if any such claim is caused by, or results from, the concurrent negligence of one or more Parties hereto, then this indemnity provision shall be valid and enforceable only to the extent of each Party’s respective allocation of negligence. The terms of this section shall survive the termination of this Agreement.
11. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered,

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

postage prepaid and addressed to:

To the County:

CLARK COUNTY
PUBLIC WORKS
PO Box 9810
Vancouver, WA 98666-9810
Attention: Public Works Director

To Battle Ground:

CITY OF BATTLE GROUND
109 SW 1st St, Suite 127
Battle Ground, WA 98604
Attention: Public Works Director

To Camas:

CITY OF CAMAS
616 NE 4th Ave
Camas, WA 98607
Attention: Public Works Director

To Ridgefield:

CITY OF RIDGEFIELD
230 Pioneer St
Ridgefield, WA 98642
Attention: Public Works Director

To Vancouver:

CITY OF VANCOUVER
PO Box 1995
Vancouver, WA 98668
Attention: Public Works Director

To Washougal:

CITY OF WASHOUGAL
1701 C St
Washougal, WA 98671
Attention: Public Works Director

The name and address to which notices shall be directed may be changed by any Party by giving all of the other Parties prior written notice of such change.

12. WAIVER. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition nor of any subsequent breach.

13. MODIFICATIONS. Except as otherwise provided herein, any modification to this Agreement must be in writing and signed by each other Party to this Agreement. Pursuant to

section 1.4 above, each Party's Administrator is authorized to act on their respective Party's behalf regarding extensions or renewals of this Agreement.

14. TERMINATION. Any Party may terminate its participation in this Agreement by providing to the other Parties notice of proposed termination at least 90 (ninety) days prior to the proposed date of termination. Written notice is effective three days post presentation, through personal delivery, mail notice, or email notice.

15. ENTIRE AGREEMENT. This Agreement contains all agreements of the Parties with respect to the subject matter covered herein, and no prior Agreements shall be effective to the contrary.

16. AUDIT AND RECORDS. During the term of this Agreement and for a period of not less than five (5) years thereafter, all Parties shall maintain the records and accounts pertaining to the subject matter of this Agreement and shall make them available during normal business hours and as often as necessary for inspection and audit by the parties, the State of Washington, and/or federal government, and copies of all records, accounts, documents or other data pertaining to the subject matter of this Agreement shall be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even if such litigation, claim or audit continues past the five-year retention period.

17. DOCUMENT EXECUTION AND FILING. The Parties agree this Agreement shall be

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

executed using electronic signatures. Upon execution, each Party shall retain a fully executed Agreement. Each Party shall cause a copy of this Agreement to be posted on its websites pursuant to RCW 39.34.040. This fully executed Agreement shall be distributed to the designated agents of the Parties, named as follows:

Director of Public Works
CLARK COUNTY
PO Box 9810
Vancouver, WA 98666-9810

Ridgefield Public Works Director
CITY OF RIDGEFIELD
230 Pioneer St
Ridgefield, WA 98642

Battle Ground Public Works Director
CITY OF BATTLE GROUND
109 SW 1st St, Suite 127
Battle Ground, WA 98604

Vancouver Public Works Director
CITY OF VANCOUVER
PO Box 1995
Vancouver, WA 98668

Public Works Director
CITY OF CAMAS
616 NE 4th Ave
Camas, WA 98607

Washougal Public Works Director
CITY OF WASHOUGAL
1701 C St
Washougal, WA 98671

18. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such holding shall not affect the validity of any other part of this Agreement.

19. ASSIGNMENT/SUBCONTRACTING. No Party shall transfer or assign, in whole or in part, its respective rights or obligations under this Agreement without the prior written consent of each other Party. Consent for assignment or transfer shall not be unreasonably withheld.

20. INDEPENDENT CAPACITY. Employees or agents of a Party engaged in the performance of projects under this Agreement shall continue to be employees or agents of that Party and shall not be considered employees or agents of any other Party to this Agreement.

21. CHOICE OF LAW. This Agreement shall be interpreted in accordance with the laws of the State of Washington.

22. DISPUTES. Each Party's Administrator, or their designee, shall attempt in good faith to resolve all disputes regarding the terms of this Agreement. In the event the dispute is not resolved by the Parties through negotiation, a lawsuit seeking to enforce this Agreement shall be filed in the Superior Court of the State of Washington in and for Clark County. Each Party shall bear their own legal fees, costs, and expenses related to enforcing any legal rights and responsibilities under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers. This Agreement shall be effective on the date last signed below.

CLARK COUNTY

CITY OF BATTLE GROUND,
A municipal corporation

By: _____
Kathleen Otto, County Manager

By: _____
Kris Swanson, Interim City Manager

Dated: _____

Dated: _____

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

Approved as to form only:

ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Kevin A. McDowell,
Deputy Prosecuting Attorney

Attest:

By: _____
Rebecca Messinger, Clerk to the Council

CITY OF VANCOUVER,
A municipal corporation

By: _____
Eric J. Holmes, City Manager

Dated: _____

Approved as to form only:

By: _____
Jonathan Young, City Attorney

Attest:

By: _____
Natasha Ramras, City Clerk

Approved as to form only:

By: _____
Ken Harper, City Attorney

Attest:

By: _____
Elizabeth Halili, City Clerk

CITY OF CAMAS,
A municipal corporation

By: _____
Doug Quinn, City Manager

Dated: _____

Approved as to form only:

By: _____
Shawn MacPherson, City Attorney

Attest:

By: _____
Syndey Baker, City Clerk

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

CITY OF WASHOUGAL,
A municipal corporation

By: _____
David Scott, City Manager

Dated: _____

Approved as to form only:

By: _____
Robert Zeinemann, City Attorney

Attest:

By: _____
Daniel Layer, City Clerk

CITY OF RIDGEFIELD,
A municipal corporation

By: _____
Steve Stuart, City Manager

Dated: _____

Approved as to form only:

By: _____
Janean Parker, City Attorney

Attest:

By: _____
Julie Ferriss, City Clerk

Exhibit A

Stormwater Partners of SW Washington 2024-2025 Work Plan



CLARK COUNTY WASHINGTON
PUBLIC WORKS
CLEAN WATER



THE CITY OF
Battle Ground
WASHINGTON



CITY OF
Vancouver
WASHINGTON



Background

Stormwater Partners of SW Washington was originally formed in 2009 to provide neighborhoods and businesses technical assistance and guidance on private stormwater facility maintenance and behaviors to protect stream health. Clark County received funding from the Department of Ecology GRSS grants and collaborated with the cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver and Washougal. Grant products included workshops, printed and digital resources, videos and signage. The partnership slowed in the years following the last grant in 2013.

Recognizing the benefits of consistent messaging and regional collaboration, Clark County rekindled Stormwater Partners of SW Washington in 2017. The county led three grant projects from 2017 to 2021 to pilot the Don't Drip and Drive campaign, replace aging watershed signs and develop an interactive storymap, and build off previous Stormwater Partners work to develop a suite of multimedia resources that support private stormwater facility maintenance work. The county also revamped the website to include pollution prevention resources for residents and businesses, activities for educators, materials for contractors and engineers, and private stormwater facility maintenance resources.

Resources and activities developed through Stormwater Partners help Clark County and partner cities meet education and outreach requirements of the Western Washington Municipal Stormwater Permit (NPDES Permit). They also serve the community by providing high quality, consistent guidance and messaging.

Purpose

This workplan describes priority audiences and potential subject areas for Stormwater Partners under the Interlocal Agreement (ILA). The subject areas will reflect the education and outreach requirements found in the NPDES Permit (Phase I permit section S5.C.11 and Phase II permit section S5.C.2). Specific activities and deliverables under each section will be updated annually by August 1 based on partner consensus. Additionally, this workplan includes reporting tasks to support partners annual reporting requirements to Ecology and research when necessary for supporting other activities.

The workplan will fulfill two main priorities: 1) supporting each partner in meeting the NPDES Permit education and outreach requirements and 2) creating high quality and consistent resources, messaging and programming for Clark County audiences.

1. General public, including overburdened communities

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste

- LID principles and BMPs

Behavior change subject areas:

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
- Prevention of illicit discharges
- Yard care techniques protective of water quality
- Use and storage of pesticides and fertilizers and other household chemicals
- Carpet cleaning
- Repair and maintenance BMPs for vehicles, equipment, and/or home buildings
- Pet waste management and disposal
- LID principles and LID BMPs
- Stormwater facility maintenance, including LID facilities
- Litter and debris prevention
- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

2. School age children and college/university or trade students

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste
- LID principles and BMPs

Behavior change subject areas:

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
- Prevention of illicit discharges
- Yard care techniques protective of water quality
- Use and storage of pesticides and fertilizers and other household chemicals
- Carpet cleaning
- Repair and maintenance BMPs for vehicles, equipment, and/or home buildings
- Pet waste management and disposal
- LID principles and LID BMPs
- Stormwater facility maintenance, including LID facilities
- Litter and debris prevention
- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

3. Businesses, including home-based and mobile businesses

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste
- LID principles and BMPs

Behavior change subject areas (including property managers/owners):

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
- Prevention of illicit discharges
- Yard care techniques protective of water quality
- Use and storage of pesticides and fertilizers and other household chemicals
- Carpet cleaning
- Repair and maintenance BMPs for vehicles, equipment, and/or home buildings
- Pet waste management and disposal
- LID principles and LID BMPs
- Stormwater facility maintenance, including LID facilities
- Dumpster and trash compactor maintenance
- Litter and debris prevention
- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

4. Engineers, contractors, developers, property owners/managers, and land use planners

General awareness subject areas:

- Technical standards for stormwater site and erosion control plans
- LID principles and LID BMPs
- Stormwater treatment and flow control BMPs/facilities
- Source control BMPs for building materials to reduce pollution to stormwater, including but not limited to stormwater pollution from PCB-containing materials

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

5. Stewardship opportunities

Stormwater Partners may collaborate to partner or promote (or both) stewardship opportunities to encourage residents or businesses to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring and riparian plantings. Permittees may partner or promote (or both) stewardship opportunities created or organized by existing organizations (including non-permittees). Partners will implement stewardship opportunities in their own jurisdictions.

6. Research

When necessary, Stormwater Partners may conduct research to understand audiences and community needs. Research may consist of surveys, focus groups or digital analytics.

7. Reporting

Stormwater Partners will produce a report summarizing accomplishments of this workplan each year by February 15.

Exhibit A

Stormwater Partners of SW Washington 2024-2025 Work Plan



CLARK COUNTY WASHINGTON
PUBLIC WORKS
CLEAN WATER



THE CITY OF
Battle Ground
WASHINGTON



CITY OF
Vancouver
WASHINGTON



Background

Stormwater Partners of SW Washington was originally formed in 2009 to provide neighborhoods and businesses technical assistance and guidance on private stormwater facility maintenance and behaviors to protect stream health. Clark County received funding from the Department of Ecology GRSS grants and collaborated with the cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver and Washougal. Grant products included workshops, printed and digital resources, videos and signage. The partnership slowed in the years following the last grant in 2013.

Recognizing the benefits of consistent messaging and regional collaboration, Clark County rekindled Stormwater Partners of SW Washington in 2017. The county led three grant projects from 2017 to 2021 to pilot the Don't Drip and Drive campaign, replace aging watershed signs and develop an interactive storymap, and build off previous Stormwater Partners work to develop a suite of multimedia resources that support private stormwater facility maintenance work. The county also revamped the website to include pollution prevention resources for residents and businesses, activities for educators, materials for contractors and engineers, and private stormwater facility maintenance resources.

Resources and activities developed through Stormwater Partners help Clark County and partner cities meet education and outreach requirements of the Western Washington Municipal Stormwater Permit (NPDES Permit). They also serve the community by providing high quality, consistent guidance and messaging.

Purpose

This workplan describes priority audiences and potential subject areas for Stormwater Partners under the Interlocal Agreement (ILA). The subject areas will reflect the education and outreach requirements found in the NPDES Permit (Phase I permit section S5.C.11 and Phase II permit section S5.C.2). Specific activities and deliverables under each section will be updated annually by August 1 based on partner consensus. Additionally, this workplan includes reporting tasks to support partners annual reporting requirements to Ecology and research when necessary for supporting other activities.

The workplan will fulfill two main priorities: 1) supporting each partner in meeting the NPDES Permit education and outreach requirements and 2) creating high quality and consistent resources, messaging and programing for Clark County audiences.

1. General public, including overburdened communities

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste

- LID principles and BMPs

Behavior change subject areas:

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
- Prevention of illicit discharges
- Yard care techniques protective of water quality
- Use and storage of pesticides and fertilizers and other household chemicals
- Carpet cleaning
- Repair and maintenance BMPs for vehicles, equipment, and/or home buildings
- Pet waste management and disposal
- LID principles and LID BMPs
- Stormwater facility maintenance, including LID facilities
- Litter and debris prevention
- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

2. School age children and college/university or trade students

General awareness subject areas:

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- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

3. Businesses, including home-based and mobile businesses

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste
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Behavior change subject areas (including property managers/owners):

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
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General awareness subject areas:

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6. Research

When necessary, Stormwater Partners may conduct research to understand audiences and community needs. Research may consist of surveys, focus groups or digital analytics.

7. Reporting

Stormwater Partners will produce a report summarizing accomplishments of this workplan each year by February 15.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Motion - Award of Construction Contract for Hillhurst School Zone Pedestrian and Bike Safety Project

GOVERNING LEGISLATION

Revised Code of Washington Title 35 – Cities and Towns
Title 35A Optional Municipal Code
Title 39 - Public Contracts and Indebtedness, and
City Financial Policy #04: Procurement of Goods & Services

PREVIOUS COUNCIL ACTION TAKEN:

Approval of 2024 Capital Budget and Budget Supplement
Approval of TIB Complete Streets Grant Application

SUMMARY/BACKGROUND:

In February 2024, the City was successful in securing a Transportation Improvement Board (TIB) Complete Streets Early Opportunity Grant for the Hillhurst School Zone Pedestrian and Bike Safety Project. The project includes three major components:

- Hillhurst Road High School Zone safety: Improve pedestrian and bicycle safety by installing a High Intensity Actuated Crosswalk (HAWK) Signal, enhanced crosswalks and infill ADA ramps as needed on S. Hillhurst in the area of the High School,
- Enhanced school zone signage (school zone speed limit flashing beacon) along Royle Road approaching the Hillhurst Road intersection, and
- Relocating the existing rectangular rapid flashing beacon (RRFB) pedestrian signage and advanced warning signs from the High School to a new, enhanced crosswalk between the growing Sanderling Park residential area and the Intermediate Schools campus across Hillhurst Road, including ADA-compliant ramps, and connecting walkway improvements.

All work needs to be complete by the end of 2024.

The engineer's estimate for the project is \$311,075, of which 80% would be funded with the TIB grant and 20% with local funds.

Invitations to bid were released on June 25, 2024 and bids were opened on July 16, 2024. There were three bids received by the July 16, 2024 bid opening. The lowest responsive bid was received from Northeast Electric for an amount of \$297,000, which is \$14,075 under the Engineer's Estimate. This amount includes \$5,000 for minor changes and \$1,500 for work zone safety contingency, which provides for additional work zone traffic control if needed to ensure construction worker and public safety.

BUDGET/FINANCIAL IMPACTS:

The contract amount for the construction work is \$297,000. The total amount to complete the project, including construction and engineering work, is approximately \$350,000. The current project budget included in the 2024 Supplemental Budget is \$325,000. City staff have applied to TIB for additional funds to cover up to 80% of the increased cost, with the City responsible for additional local match. The additional amount will be requested in the upcoming supplemental budget request.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item. A suggested motion is:

" A suggested motion is: **"I move to award the construction contract for the Hillhurst School Zone Pedestrian and Bike Safety Project to Northeast Electric for \$297,000."**

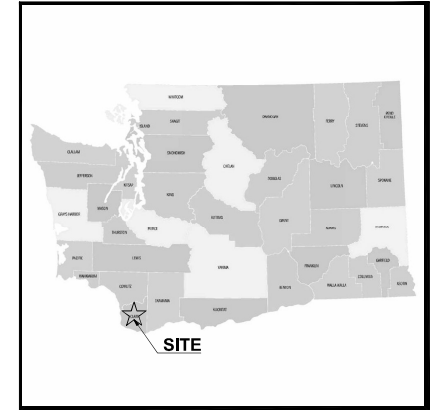
STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Bid Tabulations
2. Hillhurst School Zone Bike_Ped Cover

Hillhurst School Zone Pedestrian and Bike Safety Improvements							City Electric Co.		Northeast Electric LLC		Western United Civil Group LLC	
Engineer's Estimate							27308 NE 10th Ave., Ridgefield, WA 98642		1780 Down River Drive, Woodland, WA 98674		22414 NE Saint Helens View Rd, Yacolt, WA 98675	
Item No.	Spec. No.	Item Description	Unit	Quantity	Unit Price	Total Cost						
DIVISION 1 GENERAL REQUIREMENTS												
1	1-09	Mobilization	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 5,800.00	\$ 5,800.00	\$ 25,975.00	\$ 25,975.00	\$ 46,000.00	\$ 46,000.00
2	1-04	Minor Change	CALC	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	1-05	Roadway Surveying	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,800.00	\$ 4,800.00	\$ 7,000.00	\$ 7,000.00	\$ 3,000.00	\$ 3,000.00
4	1-10	Project Temporary Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00	\$ 21,000.00	\$ 21,000.00	\$ 8,500.00	\$ 8,500.00
5	1-10SP	Work Zone Safety Contingency	FA	1	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1.00	\$ 1.00
DIVISION 8 MISCELLANEOUS CONSTRUCTION												
6	8-14 SP	Cement Conc. Curb Ramp	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 12,000.00	\$ 24,000.00	\$ 4,750.00	\$ 9,500.00	\$ 7,000.00	\$ 14,000.00
7	8-22	Plastic Crosswalk Line	SF	200	\$ 10.00	\$ 2,000.00	\$ 22.00	\$ 4,400.00	\$ 17.00	\$ 3,400.00	\$ 19.00	\$ 3,800.00
8	8-22	Plastic Stop Line	LF	65	\$ 55.00	\$ 3,575.00	\$ 56.00	\$ 3,640.00	\$ 25.00	\$ 1,625.00	\$ 25.00	\$ 1,625.00
9	8-20 SP	Pedestrian Hybrid Beacon System	LS	1	\$ 185,000.00	\$ 185,000.00	\$ 203,000.00	\$ 203,000.00	\$ 175,000.00	\$ 175,000.00	\$ 200,000.00	\$ 200,000.00
10	8-20 SP	School Zone Flasher System	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 32,000.00	\$ 32,000.00	\$ 27,000.00	\$ 27,000.00	\$ 30,000.00	\$ 30,000.00
11	8-20 SP	RRFB System Relocation	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 22,000.00	\$ 22,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
12	8-21	Permanent Signing	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
Project Total						\$ 311,075.00		\$ 325,390.00		\$ 297,000.00		\$ 325,426.00
Difference from Engineer's estimate									\$ (14,075.00)			

PLANS FOR THE CONSTRUCTION OF PEDESTRIAN HYBRID BEACON, RECTANGULAR RAPID FLASHING BEACON, AND SCHOOL ZONE FLASHER



VICINITY MAP
NOT TO SCALE

CONTACT INFORMATION:

Jeff Whitman, PE
Phone: (360) 213-0435
E-mail: jeff.whitman@pbsusa.com

Sheet List Table	
Sheet Number	Sheet Title
G01	COVER
T\$01	PEDESTRIAN CROSSING AND SIGNAL PLAN - RIDGEFIELD HIGH SCHOOL
T\$02	PEDESTRIAN HYBRID BEACON DETAILS
T\$03	SERVICE CABINET DETAIL
T\$04	SCHOOL ZONE FLASHER PLAN
T\$05	SCHOOL ZONE FLASHER DETAIL
T\$06	PEDESTRIAN CROSSING PLAN - VIEW RIDGE MIDDLE SCHOOL DRIVEWAY
T\$07	RRFB ASSEMBLY DETAIL
STD01	STANDARD DETAILS
STD02	STANDARD DETAILS
STD03	STANDARD DETAILS
STD04	STANDARD DETAILS

BID PLANS



6/14/2024



PBS Engineering and Environmental
415 W 6th Street, Suite 601
Vancouver, WA 98660
360.695.3488
pbsusa.com

JUNE 2024

G01

SHEET 1 OF 12

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Motion - Approval of Pioneer Route Jurisdiction Transfer Interlocal Agreement with Washington State Department of Transportation (WSDOT)

GOVERNING LEGISLATION

RCW Title 47 Public Highways and Transportation

RCW 35: Cities and Towns

RCW 47.01.425: Jurisdictional Transfers.

PREVIOUS COUNCIL ACTION TAKEN:

Approval of Resolution No. 632 - Amendment to Resolution No. 631 - Approval of SR 501/Pioneer Street Route Jurisdiction Transfer Request

SUMMARY/BACKGROUND:

Since early 2023, City staff have been working with staff from the Washington State Department of Transportation (WSDOT) to coordinate on a request to transfer jurisdiction of SR 501, otherwise known as Pioneer Street, from WSDOT to the City. The result would be that Pioneer Street would become a City street. HB 2318, an act relating to state route number 501, was passed by the legislature in the 2024 session and the bill was signed by Governor Inslee on March 13, 2024. The bill took effect June 6, 2024, and the formal route jurisdiction change took effect on July 6, 2024. As of that date, the City will be responsible for asset maintenance, design approvals, permits and law enforcement.

Through the meetings between City and WSDOT staff, the transfer of route jurisdiction and assets is a complex process. The process itself is guided by WAC 468-30-075, Procedure for transfer of abandoned state highways to cities and towns. During this process, there were several different assets, including right-of-way, easements and equipment, that fall under the removal of the SR 501 designation and transfer to the City of the Pioneer Street route.

The extent of the transfer is shown in Exhibit 1 attached to the Agreement.

The proposed Interlocal Agreement provides an overarching basis of agreement for the full transfer of route and assets to take place over the next few months.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Council action is requested to approve entering into this Interlocal Agreement.

A suggested motion is **"I move to approve this Interlocal Agreement with the Washington State**

Department of Transportation for the completion of the SR 501/ Pioneer Street Route Jurisdiction Transfer substantially in the form attached with staff authority to clarify the list of property documents to be assigned in the agreement, and to authorize the City Manager or designee to sign the agreement."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. SR 501 Pioneer Route Jurisdiction Transfer Agreement 07-19-24

Route Jurisdiction Transfer Agreement for Pioneer/SR 501

This Route Jurisdiction Transfer Agreement ("Agreement") is made and entered into between the State of Washington, Department of Transportation, acting by and through the Secretary of the Department of Transportation, hereinafter called the "WSDOT", and the City of Ridgefield, PO Box 608, Ridgefield, WA 98642, hereinafter called the "CITY", related to the Route Jurisdiction Transfer of a portion of State Route 501, otherwise known as Pioneer Street, to the City of Ridgefield.

1. The City requested a transfer of that portion of SR 501 known as Pioneer Street within the City to the City's jurisdiction pursuant to RCW 47.17 on January 25, 2023 and passed Resolution No. 632 in support of the transfer on September 28, 2023; and
2. The Washington State Transportation Commission approved the transfer in October 2023 and the Washington State Legislature passed HB 2318, signed into law on March 13, 2024, amending RCW 47.17.640 to modify the description of SR 501 to remove that portion within the Ridgefield City limits; and
3. The Washington Attorney General's Office ("AGO") and the City's legal counsel have confirmed that the amendment of RCW 47.17.540 operated as the Route Jurisdiction Transfer ("RJT") to transfer the jurisdiction from the State to the City by operation of law upon the effective date of HB 2318; and
4. The AGO has provided the opinion under WAC 468-30-075 that the RJT was effective July 6, 2024; and
5. WSDOT and City representatives have been meeting to identify the turnbacks, assets and rights-of-way subject to the RJT; and
6. WSDOT and the City wish to memorialize the details of the RJT and respective responsibilities of the parties related to the RJT;

NOW THEREFORE, WSDOT AND THE CITY MUTUALLY AGREE AS FOLLOWS:

ROUTE JURISDICTION TRANSFER AGREEMENT

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein as if fully set forth below.
2. **Property subject to the RJT.** The parties agree that the portion of SR 501, located within the Ridgefield city limits between Milepoest 19.88 and Milepost 16.91 and known as Pioneer Street, except for a portion known as Main Avenue between Pioneer Street and the BNSF railroad, is the portion of SR 501 that was formerly designated as a city street that forms a

part of the state highway system under RCW 47.24.010 (“Pioneer Street”) and was subject to the RJT. (See Exhibit 1).

3. **Effective Date of RJT.** The effective date of the RJT was on July 6, 2024, pursuant to HB 2318 taking effect June 6, 2024.

4. **Jurisdiction Transfer.**

a. WSDOT has determined, pursuant to HB 2318, and hereby confirms and agrees, that Pioneer Street, previously designated as forming a part of SR 501, is no longer a part of the state highway system and that any and all jurisdiction over Pioneer Street is relinquished as of the effective date of the RJT.

b. WSDOT agrees to provide the certification that such street is no longer required as part of the state highway system in accordance with RCW 47.24.010; and

5. **Title to Property.**

a. Pursuant to RCW 47.24.020 (15), title to any rights of way shall be vested in the City and the parties acknowledge and agree that the City has title and ownership to such Pioneer Street rights of way by operation of law.

b. WSDOT hereby conveys and transfers to the City all of its rights, title and interests in any transportation facilities or other personal property within the Pioneer Street rights of way.

c. To the extent that any deed or conveyance document purports to grant title to the State of Washington for Pioneer Street, WSDOT hereby agrees that such ownership and right is assigned and transferred to the City as the successor in interest to WSDOT.

d. In the event that there is a dispute relative to the City’s ownership of any portion of Pioneer Street, WSDOT agrees to record an instrument of conveyance, at no cost to the City, assigning and transferring any ownership and right to any portion of Pioneer Street to the City at the City’s request.

e. To the extent that the State has acquired any interest in additional property that is not right of way but is necessary or incidental to the construction, repair, operation, or maintenance of Pioneer Street, (i.e. slope easements, stormwater facilities) WSDOT agrees to record an instrument of conveyance, at no cost to the City, assigning and transferring its interests in such property to the City at the City’s request. The following conveyances are specifically identified to be transferred to the City:

<WSDOT staff is in the process of packaging the list of rights-of-way, easements and dedications to be transferred to the City; this list will be incorporated into the final version of this Agreement>

The following conveyances are specifically excluded from this Agreement and are to be addressed separately:

- The former quarry (“borrow pit”) located along the north side of Pioneer Street in the vicinity of Reiman Road.

6. **City Acceptance**. The City hereby confirms and agrees to accept jurisdiction of Pioneer Street as of the effective date of the RJT and accepts all responsibility for construction, repair, operation, maintenance, of Pioneer Street right of way and transportation facilities therein.

7. **Incidental Provisions**.

a. WSDOT hereby transfers ownership to the City of a Piezometer that was installed by WSDOT along Pioneer Street at SR 501 Vic. MP 18.23 (flush mount in right shoulder) to monitor geotechnical conditions along Pioneer Street.

b. WSDOT has refreshed certain painted striping and markings along Pioneer Street on request from the City which was completed before June 30, 2024.

c. WSDOT agrees to share and has shared all roadway data and condition information related to Pioneer Street.

d. The Parties agree that such portion of Pioneer Street that crosses over the I-5 freeway will be regulated under Chapter 47.24 RCW “CITY STREETS AS PART OF STATE HIGHWAYS”

e. The parties agree to terminate prior Pioneer Street/501 planning, future development and maintenance agreements, except for those within the access control and turnback limits at the I-5 Interchange.

f. For agreements that will remain in place after the RJT is completed, the parties agree to meet regularly and negotiate in good faith to update these agreements before December 31, 2024.

8. **Miscellaneous Provisions**.

a. **Effective date**. The effective date of this Agreement shall be the date the last Party signs and shall remain in effect until terminated by mutual agreement of the Parties.

b. **Amendments**. This Agreement may be amended mutual written agreement of the parties signed by persons authorized to bind each of the parties.

c. **Incorporation by reference**. All exhibits or other attachments are incorporated by this reference into this Agreement.

d. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all counterparts together shall constitute but one and the same instrument.

e. Survival. The covenants, agreements and representations made by the parties in this Agreement shall survive any property transfers contemplated by this Agreement unimpaired and shall not merge into any deed or deeds and the recordation thereof.

f. Governing Law and Venue. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be in the Superior Court for Clark County, Washington. Each party will be responsible for its own attorneys fees and costs.

g. Authority to Sign. By their signatures below, each Party represents that they have taken all necessary steps and are fully authorized to sign for and on behalf of the Party

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF RIDGEFIELD

By: _____
Steve Stuart, City Manager
Administrator

Date: _____

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: _____
Carley Francis, Southwest Region

Date: _____

APPROVED AS TO FORM

By: _____
Assistant Attorney General

Date: _____

EXHIBIT 1: ROUTE JURISDICTION TRANSFER MAP



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Motion - Approval of Purchase and Sale Agreement with Gary Lahti for Right-of-Way and Temporary Construction Easements for the Pioneer Street at 50th Place Roundabout Project

GOVERNING LEGISLATION

Chapter 35 RCW, Cities and Towns

RCW 35.86.030 - Acquisition and disposition of real property

City Procurement Policy #04: Procurement of Goods and Services.

PREVIOUS COUNCIL ACTION TAKEN:

Approval of 2024 Capital Budget and Supplemental Budget Amendment

Approval of LTGO bond issuance to finance the Pioneer Widening and 50th Place Roundabout project

Approval of Possession and Use Agreement with Gary Lahti.

SUMMARY/BACKGROUND:

Right-of-way acquisition has been underway to secure right-of-way and temporary construction easements for the Pioneer Widening and 50th Place roundabout project. As agreements are negotiated with prospective sellers of real property and easements, individual Purchase and Sale Agreements will be brought to Council for action. All appraisals, negotiations and agreements have been conducted consistent with state and federal acquisition regulations.

A critical piece to acquire is from Gary Lahti on the south side of Pioneer Street. An agreement has been reached through negotiations with Mr. Lahti, components will be reflected in the Purchase and Sale Agreement (PSA). The terms of the negotiations are for a total of \$1,166,400 for both the right-of-way and temporary construction easements. The terms include the City agreeing to demolish three vacant structures, and Mr. Lahti will have asbestos assessments completed prior to closing on the sale. Also included is a right-in and right-out driveway from Pioneer Street that will be built as part of the project.

The PSA document is nearly complete and will be attached to the staff report for action when it is completed. A draft of that agreement is attached to the Staff Report.

BUDGET/FINANCIAL IMPACTS:

The \$1,166,400 cost of this acquisition is included in the \$4,000,000 for right-of-way acquisition on this project.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item. A suggested motion is:

"I move to authorize the City Manager or designee to execute the Purchase and Sale Agreement with Gary Lahti for an amount not to exceed \$1,166,400."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. EXHIBIT A_Property No 10A (signed)
2. EXHIBIT B_Property No 10B (signed)
3. EXHIBIT C_DRIVEWAY
4. Lahti_Acquisition Map
5. Lahti PSA_Signed

Property No. 10A

Parcel 1 - RIGHT OF WAY DEDICATION

A Parcel of land, being a portion of Lot 2, according to the LAHTI DEVELOPMENT BINDING SITE PLAN, recorded March 21, 2024 in Survey Book 73, Page 133, Clark County Records located in the Southwest One-Quarter of Section 21, Township 4 North, Range 1 East, of the Willamette Meridian, City of Ridgefield, Clark County, Washington, said Parcel being that portion of said Lot 2 included in a strip of land variable in width, lying on the south side of and coincident with the existing Centerline of Pioneer Street (State Road 501), which Centerline is described as follows:

BEGINNING at a point on the existing centerline of Pioneer Street (State Road 501), at Engineers Centerline Station 10+00.00, from which a 3-1/2" brass disk in concrete inscribed "WSDOT SURVEY MONUMENT PLS 17685", being the Southwest corner of the Northwest one-quarter of Section 21, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, per that Land Corner Record, recorded in Book 14, Page 46, Clark County Survey Records, bears S01°06'23"W, 1.50 feet;

Thence S88°53'37"E, along the existing centerline of said Pioneer Street, 2183.84 feet to Engineers Centerline Station 31+83.84, also being Engineers Centerline Station 13+75.00, as per that Record of Survey recorded in Book 63, Page 8, Clark County Survey Records;

Thence continue S88°53'37"E, along the existing centerline of said Pioneer Street, 267.49 feet to Engineers Centerline Station 34+51.33 PC, also being Engineers Centerline Station 16+42.49 PC per said Record of Survey recorded in Book 63, Page 8, and the beginning of a 10,000.00 foot radius curve to the left having a central angle of 01°48'18", from which a 3" brass disk in concrete inscribed "WSDOT" bears N01°06'23"E, 35.00 feet;

Thence along said existing centerline of said Pioneer Street and the arc of said curve to the left (the long chord of which bears S89°47'46"E, 315.02') 315.03 feet to a 3" brass disk in concrete inscribed "WSDOT" at Engineers Centerline Station 37+66.36 PT, also being Engineers Centerline Station 19+57.52 PT per said Record of Survey recorded in Book 63, Page 8;

Thence N89°18'05"E, along said existing centerline of Pioneer Street, 336.64 feet to a 3" brass disk in concrete inscribed "WSDOT" at Engineers Centerline Station 41+03.00, also being Engineers Centerline Station 22+94.16 per said Record of Survey recorded in Book 63, Page 8 and to the **Terminus Point** of said Pioneer Street (State Road 501) Centerline description.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on South Side of Centerline
22+63.80		25+40.95	308.58 feet in a straight line to 312.99 feet
25+40.95		25+43.50	312.99 feet in a straight line to 152.75 feet
25+43.50		25+77.59	152.75 feet in a straight line to 90.62 feet
25+77.59		26+41.50	90.62 feet in a straight line to 60.00 feet
26+41.50		34+18.84	60.00 feet

EXCEPTING THEREFROM any portion of the above-described strip of land lying within the existing Pioneer Street (State Road 501) rights of way.

This parcel of land contains 82,338 square feet, more or less.

The sidelines of the above-described strip are to terminate at the existing Boundary lines of the property described above.

Bearings are based on Washington State Plane Coordinates System, South Zone, NAD83 (2011)(Epoch 2010.00), distances are in ground, units are US Survey Feet.

See the attached Exhibit 'B'.

Parcel 2 - TEMPORARY CONSTRUCTION EASEMENT

A Parcel of land, being a portion of Lot 2, according to the LAHTI DEVELOPMENT BINDING SITE PLAN, recorded March 21, 2024 in Survey Book 73, Page 133, Clark County Records located in the Southwest One-Quarter of Section 21, Township 4 North, Range 1 East, of the Willamette Meridian, City of Ridgefield, Clark County, Washington, said Parcel being that portion of said Lot 2 included in a strip of land variable in width, lying on the south side of and coincident with the existing Centerline of Pioneer Street (State Road 501) as described in Parcel 1 herein.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on South Side of Centerline
25+42.65		25+95.64	206.27 feet in a straight line to 109.69 feet
25+95.64		26+47.18	109.69 feet in a straight line to 85.00 feet
26+47.18		34+18.84	85.00 feet

EXCEPTING THEREFROM any portion of the above-described strip of land lying within the existing Pioneer Street (State Road 501) rights of way.

ALSO EXCEPTING THEREFROM Parcel 1 as described herein.

This parcel of land contains 14,337 square feet, more or less.

The sidelines of the above-described strip are to terminate at the existing Boundary lines of the property described above.

Bearings are based on Washington State Plane Coordinates System, South Zone, NAD83 (2011)(Epoch 2010.00), distances are in ground, units are US Survey Feet.

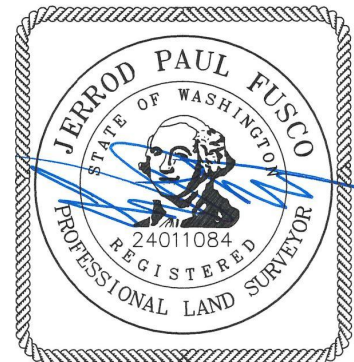
See the attached Exhibit 'B'.

Surveyor: Jerrod Paul Fusco, PLS

Firm: Harper Houf Peterson Righellis

Date prepared: 6/18/2024

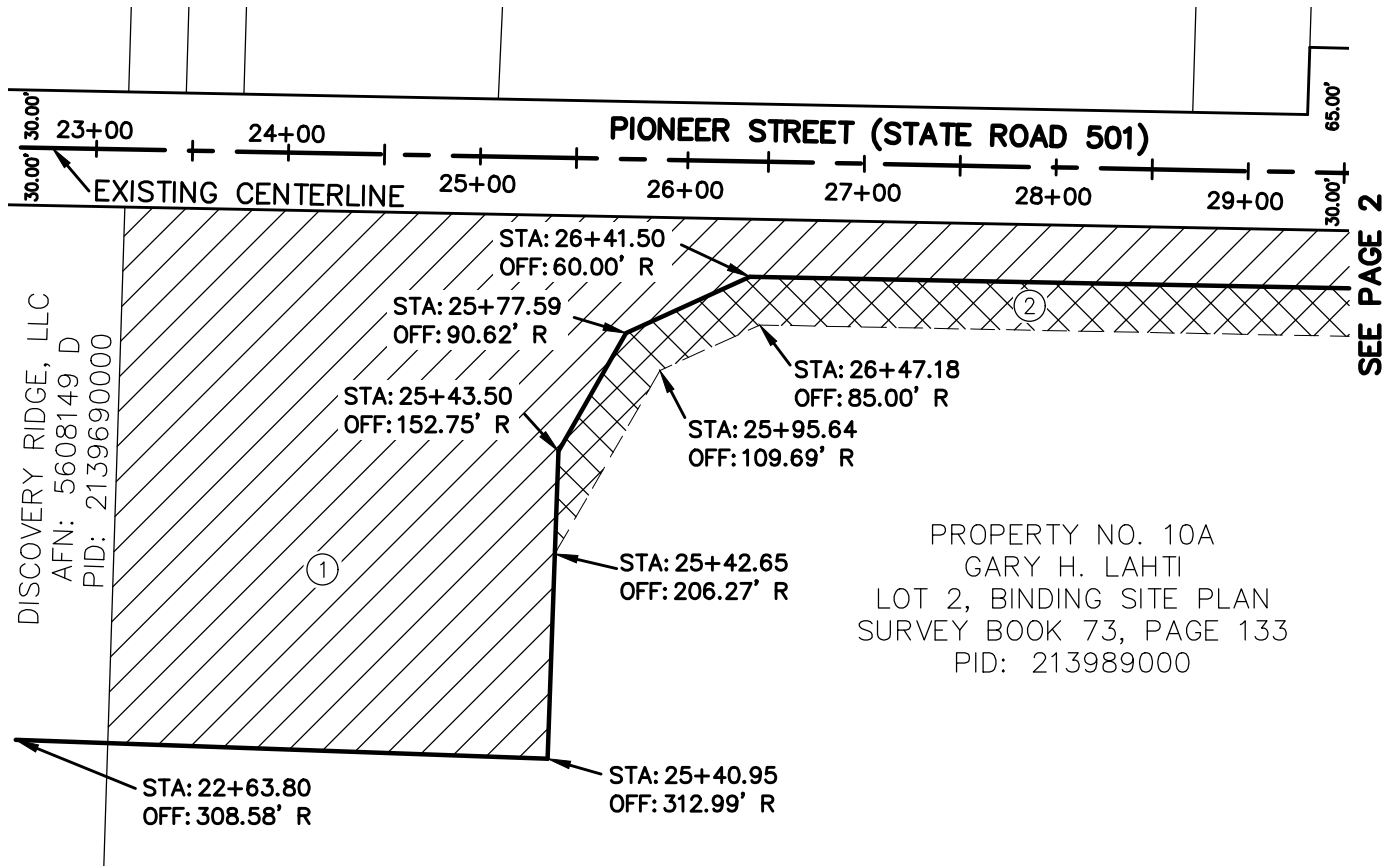
Project: RPW-07



Signed: 6/18/2024
Expires: 1/30/2026

EXHIBIT "B"

PAGE 1 OF 2
PROPERTY NO. 10A

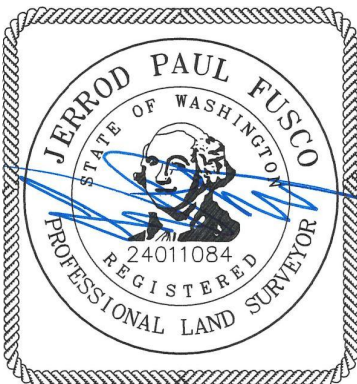


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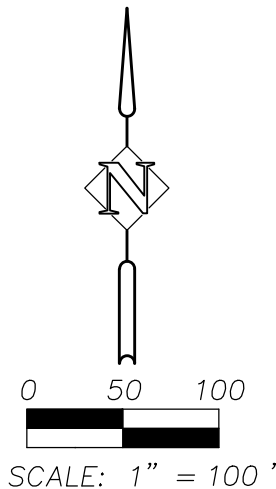
- ① PERMANENT RIGHT-OF-WAY EASEMENT FOR ROAD PURPOSES ±82,338 SQUARE FEET
- ② TEMPORARY CONSTRUCTION EASEMENT ±14,337 SQUARE FEET

ABBREVIATIONS

AFN = AUDITOR'S FILE NUMBER
OFF = OFFSET
PID = PARCEL IDENTIFICATION NUMBER
STA = STATION



SIGNED: 6/18/2024
EXPIRES: 01/30/2026



Harper
Houf Peterson
Righellis Inc.

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

RPW-07

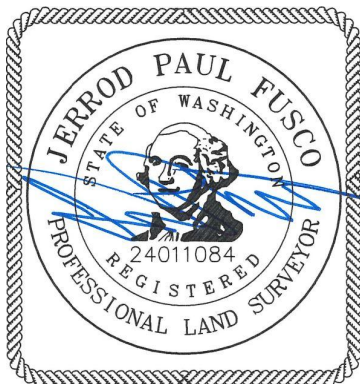
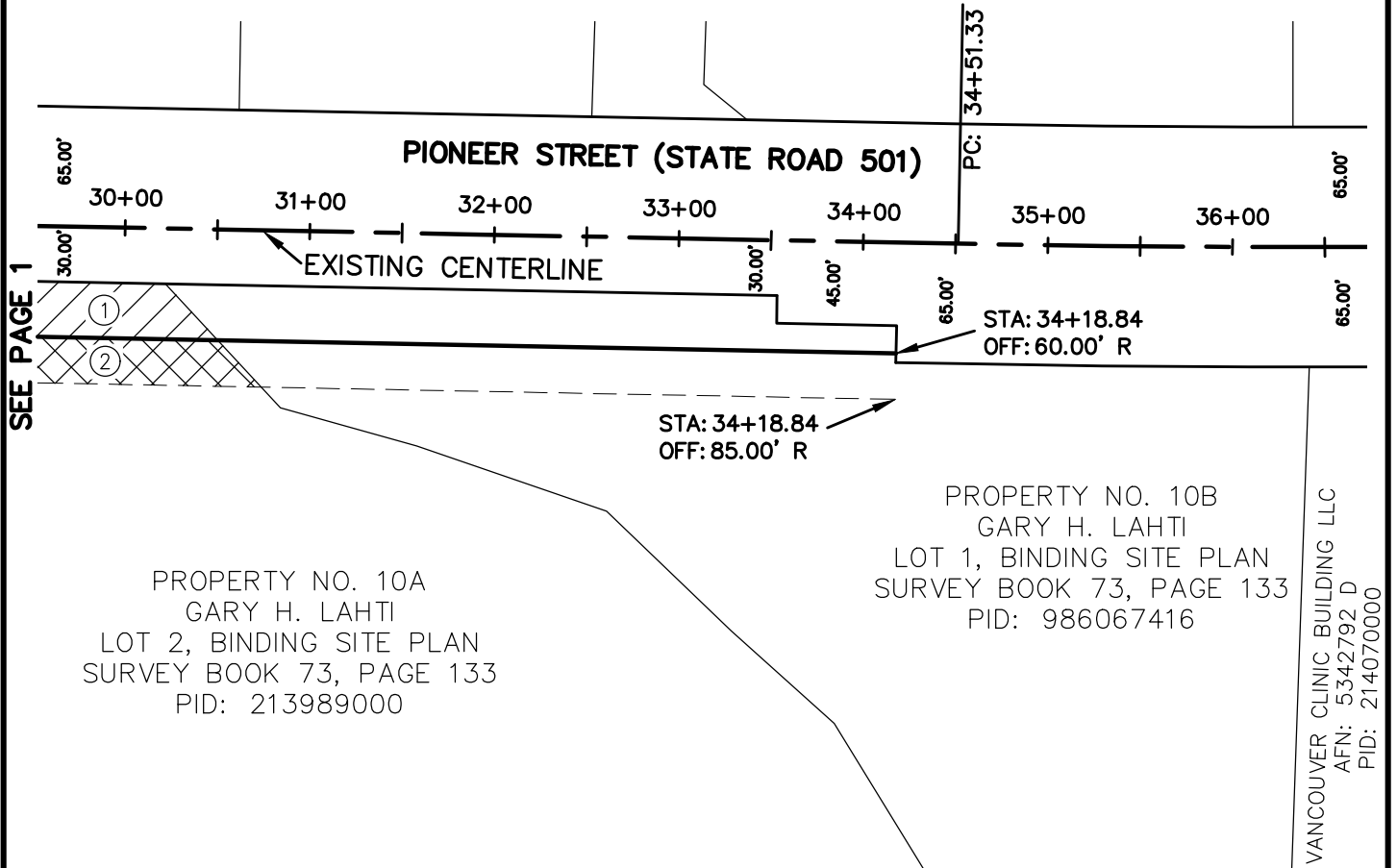
JPF

6/18/2024

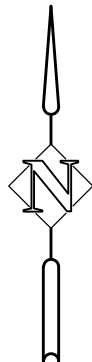
PAGE 1 OF 2

EXHIBIT "B"

PAGE 2 OF 2
PROPERTY NO. 10A



SIGNED: 6/18/2024
EXPIRES: 01/30/2026



0 50 100

SCALE: 1" = 100'

SEE PAGE 1 FOR ABBREVIATIONS AND LEGEND



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RPW-07

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6/18/2024

PAGE 2 OF 2

Property No. 10B

Parcel 1 - RIGHT OF WAY DEDICATION

A Parcel of land, being a portion of Lot 1, according to the LAHTI DEVELOPMENT BINDING SITE PLAN, recorded March 21, 2024 in Survey Book 73, Page 133, Clark County Records located in the Southwest One-Quarter of Section 21, Township 4 North, Range 1 East, of the Willamette Meridian, City of Ridgefield, Clark County, Washington, said Parcel being that portion of said Lot 1 included in a strip of land 60.00 feet in width, lying on the south side of and coincident with the existing Centerline of Pioneer Street (State Road 501), which Centerline is described as follows:

BEGINNING at a point on the existing centerline of Pioneer Street (State Road 501), at Engineers Centerline Station 10+00.00, from which a 3-1/2" brass disk in concrete inscribed "WSDOT SURVEY MONUMENT PLS 17685", being the Southwest corner of the Northwest one-quarter of Section 21, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, per that Land Corner Record, recorded in Book 14, Page 46, Clark County Survey Records, bears S01°06'23"W, 1.50 feet;

Thence S88°53'37"E, along the existing centerline of said Pioneer Street, 2183.84 feet to Engineers Centerline Station 31+83.84, also being Engineers Centerline Station 13+75.00, as per that Record of Survey recorded in Book 63, Page 8, Clark County Survey Records;

Thence continue S88°53'37"E, along the existing centerline of said Pioneer Street, 267.49 feet to Engineers Centerline Station 34+51.33 PC, also being Engineers Centerline Station 16+42.49 PC per said Record of Survey recorded in Book 63, Page 8, and the beginning of a 10,000.00 foot radius curve to the left having a central angle of 01°48'18", from which a 3" brass disk in concrete inscribed "WSDOT" bears N01°06'23"E, 35.00 feet;

Thence along said existing centerline of said Pioneer Street and the arc of said curve to the left (the long chord of which bears S89°47'46"E, 315.02') 315.03 feet to a 3" brass disk in concrete inscribed "WSDOT" at Engineers Centerline Station 37+66.36 PT, also being Engineers Centerline Station 19+57.52 PT per said Record of Survey recorded in Book 63, Page 8;

Thence N89°18'05"E, along said existing centerline of Pioneer Street, 336.64 feet to a 3" brass disk in concrete inscribed "WSDOT" at Engineers Centerline Station 41+03.00, also being Engineers Centerline Station 22+94.16 per said Record of Survey recorded in Book 63, Page 8 and to the **Terminus Point** of said Pioneer Street (State Road 501) Centerline description.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on South Side of Centerline
26+41.50		34+18.84	60.00 feet

EXCEPTING THEREFROM any portion of the above-described strip of land lying within the existing Pioneer Street (State Road 501) rights of way.

This parcel of land contains 10,484 square feet, more or less.

The sidelines of the above-described strip are to terminate at the existing Boundary lines of the property described above and existing Rights of Way lines.

Bearings are based on Washington State Plane Coordinates System, South Zone, NAD83 (2011)(Epoch 2010.00), distances are in ground, units are US Survey Feet.

See the attached Exhibit 'B'.

Parcel 2 - TEMPORARY CONSTRUCTION EASEMENT

A Parcel of land, being a portion of Lot 1, according to the LAHTI DEVELOPMENT BINDING SITE PLAN, recorded March 21, 2024 in Survey Book 73, Page 133, Clark County Records located in the Southeast One-Quarter and the Southwest One-Quarter of Section 21, Township 4 North, Range 1 East, of the Willamette Meridian, City of Ridgefield, Clark County, Washington, said Parcel being that portion of said Lot 1 included in a strip of land variable in width, lying on the south side of and coincident with the existing Centerline of Pioneer Street (State Road 501) as described in Parcel 1 herein.

The width in feet of said strip of land is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on South Side of Centerline</u>
26+47.18		34+18.84	85.00 feet
34+18.84		34+51.33	90.00 feet
34+51.33		36+50.00	90.00 feet, along the arc of a 10090.00 foot radius curve to the left, having a central angle of 01°08'18", an arc distance of 200.46 feet (the long chord bears S89°27'46"E, 200.46 feet), to 90.00 feet

EXCEPTING THEREFROM any portion of the above-described strip of land lying within the existing Pioneer Street (State Road 501) rights of way.

ALSO EXCEPTING THEREFROM Parcel 1 as described herein.

This parcel of land contains 14,481 square feet, more or less.

The sidelines of the above-described strip are to terminate at the existing Boundary lines of the property described above.

Bearings are based on Washington State Plane Coordinates System, South Zone, NAD83 (2011)(Epoch 2010.00), distances are in ground, units are US Survey Feet.

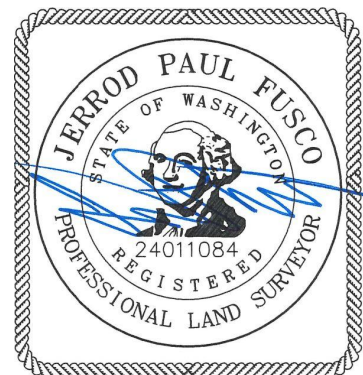
See the attached Exhibit 'B'.

Surveyor: Jerrod Paul Fusco, PLS

Firm: Harper Houf Peterson Righellis

Date prepared: 6/18/2024

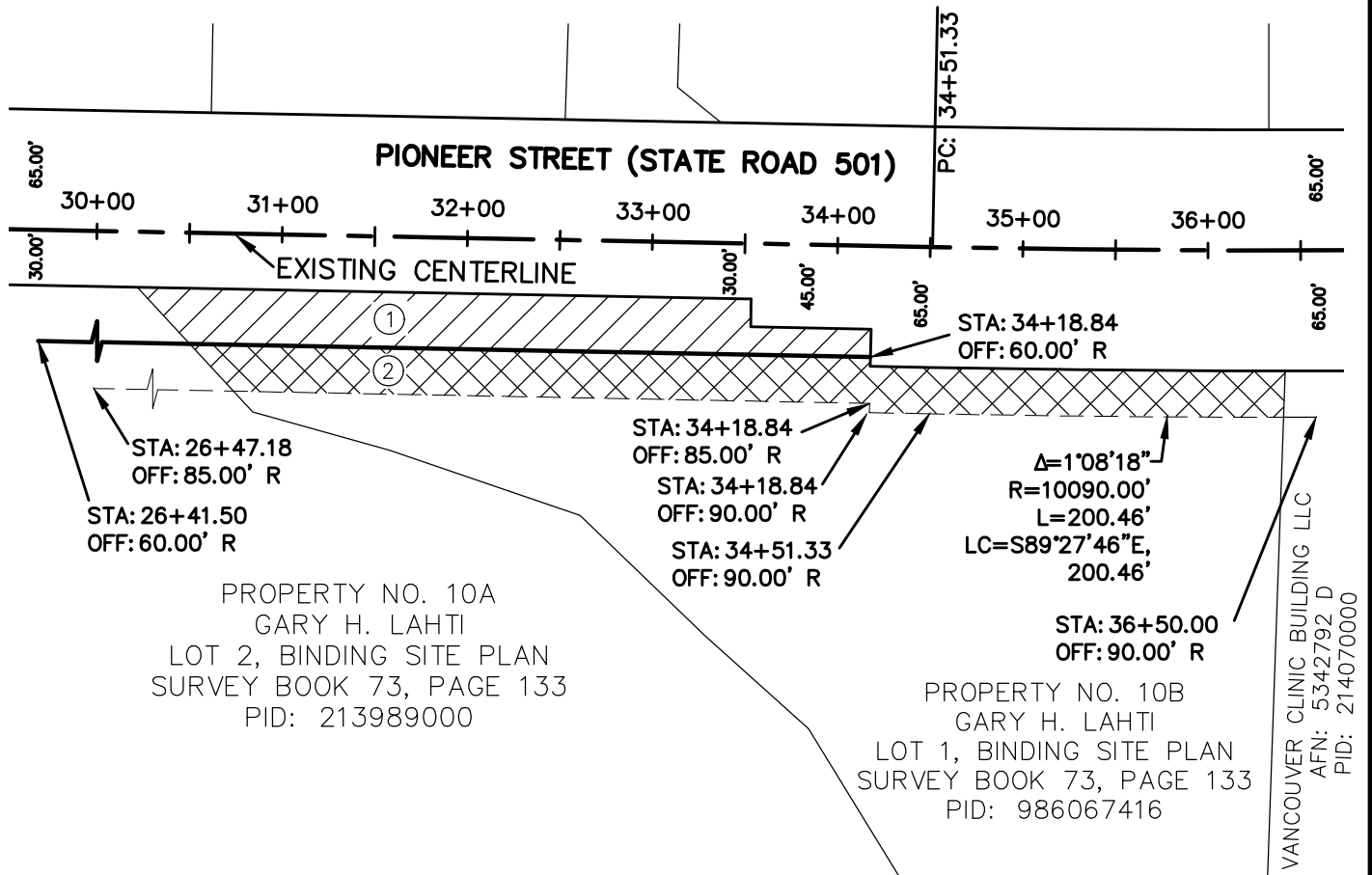
Project: RPW-07



Signed: 6/18/2024
Expires: 1/30/2026

EXHIBIT "B"

PAGE 1 OF 1
PROPERTY NO. 10B

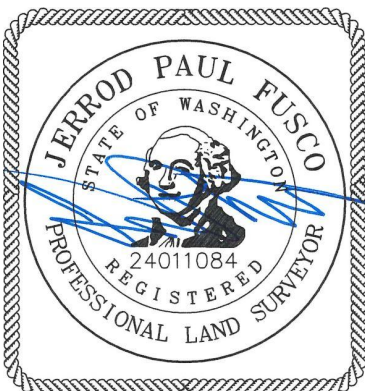


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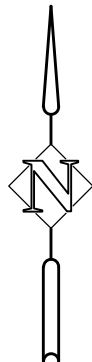
-  ① PERMANENT RIGHT-OF-WAY EASEMENT FOR ROAD PURPOSES ±10,484 SQUARE FEET
-  ② TEMPORARY CONSTRUCTION EASEMENT ±14,481 SQUARE FEET

ABBREVIATIONS

AFN = AUDITOR'S FILE NUMBER
OFF = OFFSET
PID = PARCEL IDENTIFICATION NUMBER
STA = STATION



SIGNED: 6/18/2024
EXPIRES: 01/30/2026



0 50 100

SCALE: 1" = 100'



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS ♦ PLANNERS
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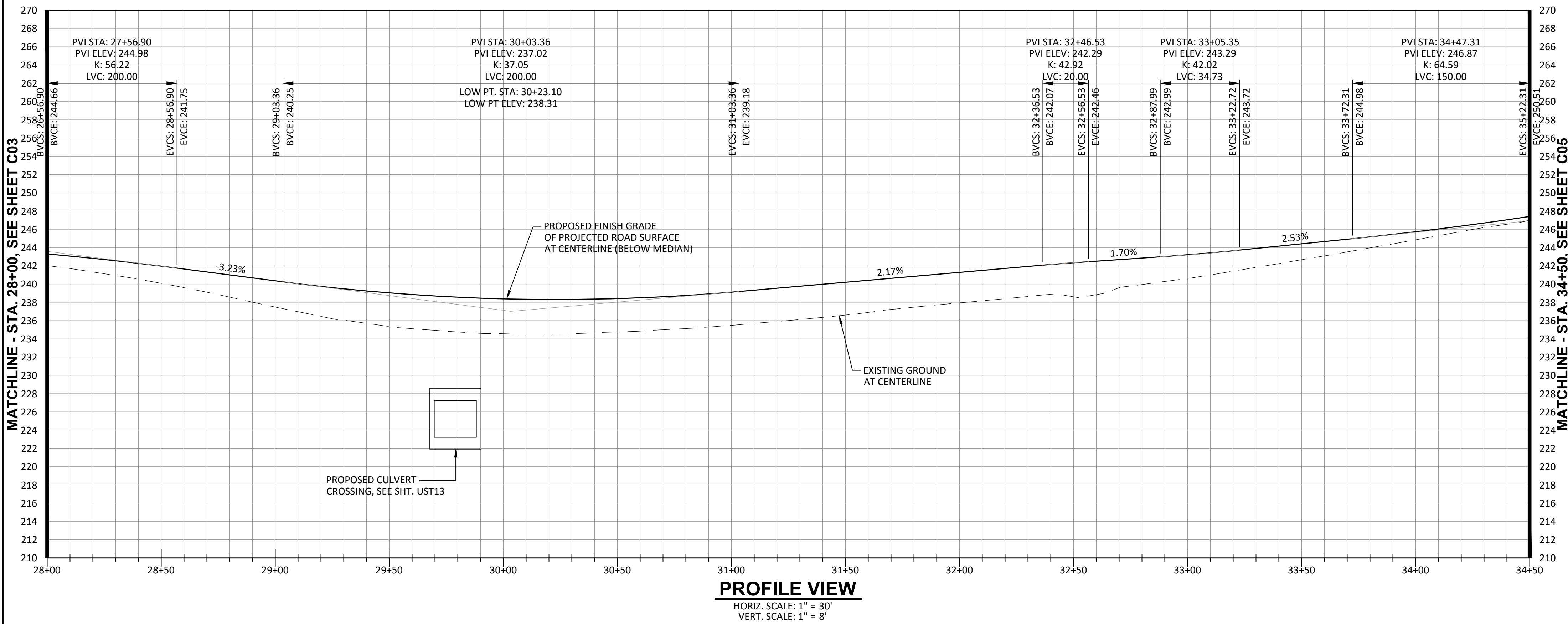
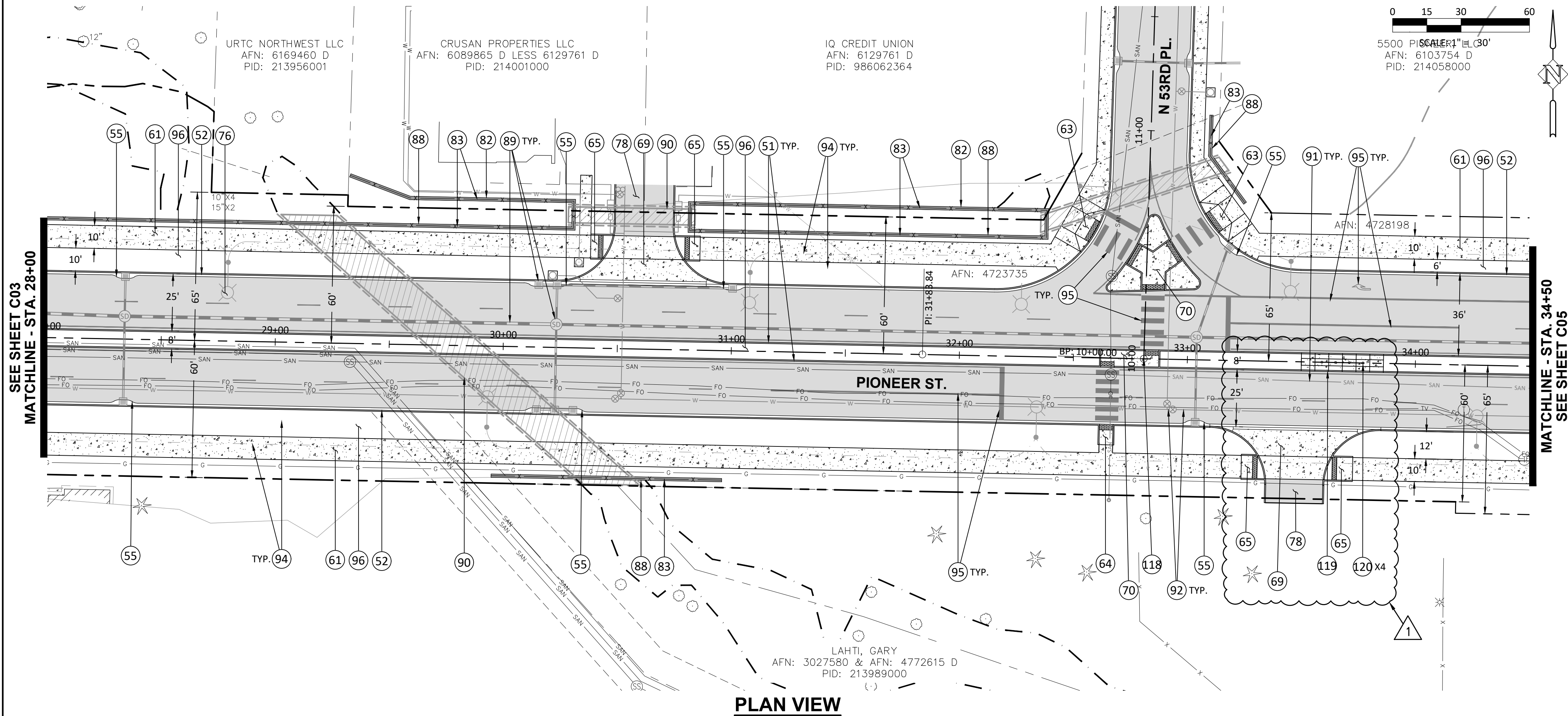
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phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

RPW-07

JPF

6/18/2024

PAGE 1 OF 1



- ### CONSTRUCTION NOTES
- 51 CONSTRUCT CEMENT CONCRETE TRAFFIC CURB PER STANDARD PLAN F-10.12-04, SHEET D13.
 - 52 CONSTRUCT CEMENT CONCRETE TRAFFIC CURB AND GUTTER PER STANDARD PLAN F-10.12-04, SHEET D13.
 - 55 CONSTRUCT CEMENT CONCRETE CURB AND GUTTER PAN PER STANDARD PLAN F-10.16-00, SHEET D13.
 - 61 CONSTRUCT CEMENT CONCRETE SIDEWALK PER STANDARD PLAN F-30.10-04, SHEET D13 AND SIDEWALK SECTION, SHEET D01.
 - 63 CONSTRUCT "TYPE A" PERPENDICULAR CURB RAMP PER STANDARD PLAN F-40.15-04, SHEET D14. SEE SHEETS GD01 THRU GD08 FOR LAYOUT AND RAMP GRADING.
 - 64 CONSTRUCT "TYPE B" PERPENDICULAR CURB RAMP PER STANDARD PLAN F-40.15-04, SHEET D14. SEE SHEETS GD01 THRU GD08 FOR LAYOUT AND RAMP GRADING.
 - 65 CONSTRUCT "TYPE A" SINGLE DIRECTION CURB RAMP PER STANDARD PLAN F-40.16-03, SHEET D14. SEE SHEETS GD01 THRU GD08 FOR LAYOUT AND RAMP GRADING.
 - 68 CONSTRUCT STANDARD CONCRETE DRIVEWAY APPROACH PER DETAIL T-2.13, SHEET D01.
 - 69 CONSTRUCT COMMERCIAL CEMENT CONCRETE DRIVEWAY ENTRANCE PER DETAIL T-2.15, SHEET D01.
 - 70 CONSTRUCT CONCRETE PEDESTRIAN REFUGE AREA. SEE SHEETS GD01 THRU GD08 FOR LAYOUT AND RAMP GRADING.
 - 76 CONSTRUCT 0.85' HMA OVER 1.5' C.S.B.C. SURFACE PER CROSS SECTIONS, SHEETS G04 THRU G11.
 - 78 CONSTRUCT ASPHALT APPROACH PER SECTION, SHEET D01.
 - 82 PROPOSED SOLDIER PILE WALL. SEE SHEETS RW 01 THRU RW07 AND SD02 FOR ADDITIONAL INFORMATION.
 - 83 INSTALL 4' BLACK VINYL CHAIN LINK "TYPE 4" FENCE PER STANDARD PLAN L-20.10-03, SHEET D03.
 - 88 PROPOSED STRUCTURAL EARTH WALL. SEE SHEETS RW01 THRU RW07 AND SD01 FOR ADDITIONAL INFORMATION.
 - 89 PROPOSED STORM DRAINAGE IMPROVEMENTS. SEE SHEETS UST01 THRU UST10 FOR ADDITIONAL INFORMATION.
 - 90 PROPOSED STREAM CULVERT IMPROVEMENTS. SEE SHEETS UST11 THRU UST21 FOR ADDITIONAL INFORMATION.
 - 91 PROPOSED SANITARY SEWER IMPROVEMENTS. SEE SHEETS USS01 THRU USS09 FOR ADDITIONAL INFORMATION.
 - 92 PROPOSED PUBLIC WATER IMPROVEMENTS. SEE SHEETS UW01 THRU UW10 FOR ADDITIONAL INFORMATION.
 - 94 SEE LIGHTING PLANS FOR ALL STREET LIGHT POLES, CONDUIT AND SERVICE CABINET MODIFICATIONS.
 - 95 SEE SIGNING AND STRIPING PLANS FOR ALL SIGNING AND STRIPING MODIFICATIONS.
 - 96 SEE LANDSCAPE PLANS FOR ROUNDABOUT, MEDIAN ISLAND AND PLANTER/BUFFER STRIP IMPROVEMENTS.
 - 118 CONSTRUCT MONUMENT CASE AND COVER PER STANDARD SPECIFICATIONS 8-13, AND STANDARD PLAN A-10.30. CASTING SHALL BE APPROVED BY THE ENGINEER.
 - 119 CONSTRUCT COMMERCIAL CEMENT CONCRETE DRIVEWAY ENTRANCE IN MEDIAN FOR EMERGENCY VEHICLES PER DETAIL T-2.15, SHEET D01.
 - 120 INSTALL SURFACE MOUNT FLEXIBLE GUID POST PER STD. PLAN M-40.10.

SEE SHEET C10 FOR N 53RD PLACE
PLAN AND PROFILE

SEE SHEETS CG01 THRU CG09 FOR
GEOMETRY PLANS, PROFILES AND GRADING

PLAN AND PROFILE (STA. 28+00 TO 34+50)
PIONEER STREET CORRIDOR
50TH PL. R/A AND PIONEER ST. WIDENING
RIDGEFIELD, WASHINGTON

Harper Houf Peterson
Righellis Inc.

ENGINEERS*PLANNERS
LANDSCAPE ARCHITECTS*SURVEYORS
1220 Main Street, Suite 150, Vancouver, WA 98660
phone: 360.750.1131 www.hhp.com fax: 360.750.1141

STATE OF WASHINGTON
PROFESSIONAL ENGINEER
42496
REVISED 2020

DESIGNED:	SIN/BMH
DRAWN:	DJW/SIN/JDB
CHECKED:	RAV/BMH
DATE:	05/02/2024

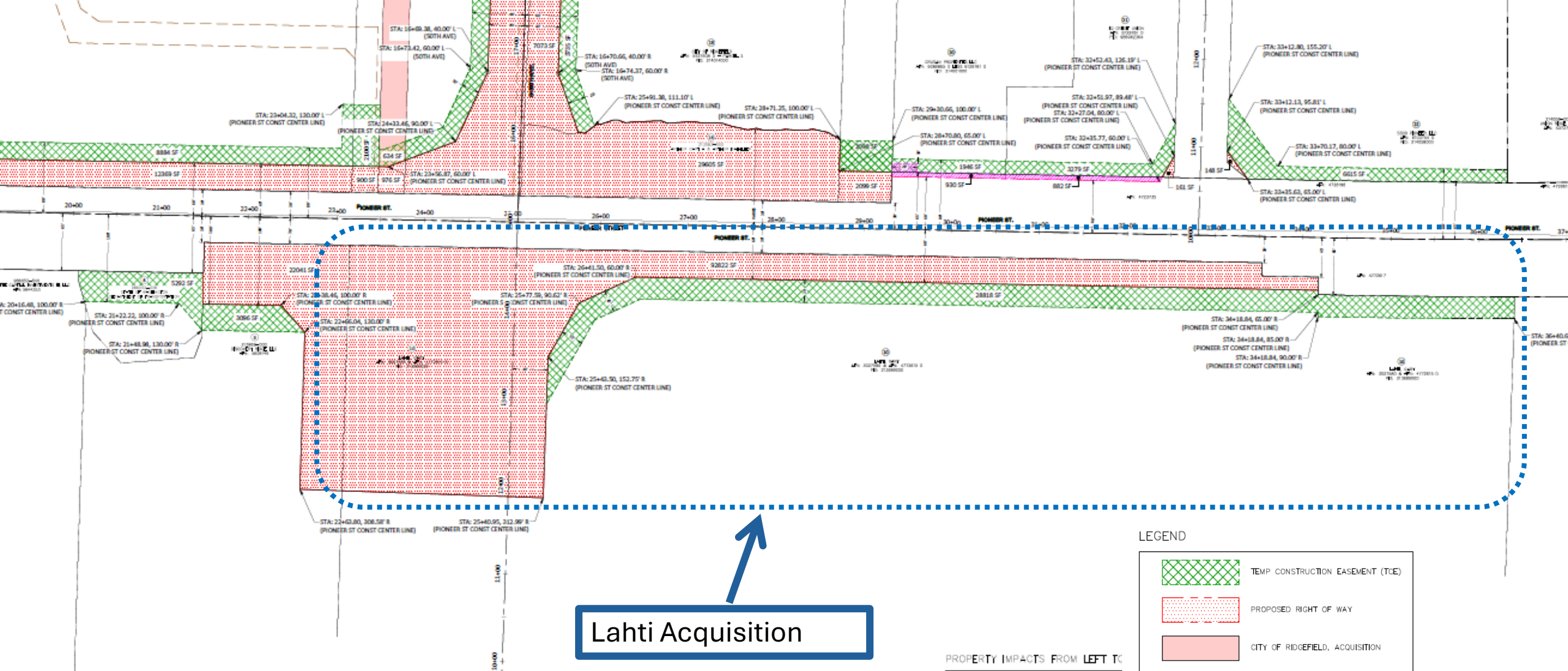
6/24/2024 1 CHANGE ORDER 1

DATE	NO.	DESCRIPTION
		R E V I S I O N S

SHEET NO. C04

JOB NO. RPW-07

CONFORMED CONSTRUCTION SET



Lahti Acquisition

LEGEND

- TEMP CONSTRUCTION EASEMENT (TCE)
- PROPOSED RIGHT OF WAY
- CITY OF RIDGEFIELD, ACQUISITION
- HARLAS, SURPLUS
- JANUIK, SURPLUS
- ARCHNER AND TINESH, SURPLUS
- UNION RIDGE WEST, LLC, SURPLUS
- EASEMENT TO CITY OF RIDGEFIELD
- ACCESS EASEMENT LINE

PROPERTY IMPACTS FROM LEFT TC

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into by and between the **CITY OF RIDGEFIELD, a municipal corporation** ("Seller") and **Gary Lahti** ("Buyer"). Buyer and Seller are sometimes individually referred to herein as "Party" and collectively as "Parties." The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the date, following all legally required notices and hearings, that this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties ("Effective Date").

RECITALS

- A. Buyer is constructing the 50th Avenue Roundabout and Pioneer Street widening project (Project). Buyer has identified that the Temporary Construction Easements, and ROW Dedications, described in the attached Exhibits, Exhibit A and Exhibit B ("Property"), are necessary for the Project.
- B. Seller is the owner of the Property described in the attached Exhibit A and Exhibit B, in the City of Ridgefield, County of Clark, State of Washington.
- C. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 **Property.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 **Purchase Price.** The total purchase price for the Property is **One Million, One Hundred and Sixty Six Thousand Four Hundred Dollars (\$1,166,400.00)** ("Purchase Price"), which includes, without limitation, full payment of just compensation, claims for inverse condemnation or unreasonable precondemnation conduct, attorneys' fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer's purchase of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 **Down Payment.** Buyer has not paid any refundable deposit or down payment to Seller.

1.4 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay to Seller through escrow the Purchase Price, payable in cash, by cashier's or certified check or by wire transfer.

1.5 Buyer's Obligations. Buyer agrees to construct a right in/right out access to the abutting property at the location identified in Exhibit C as a part of the City's Project. Buyer further agrees to demolish and remove the two vacant trailer houses on Sellers property immediately adjacent to the City Project at City cost as a part of the City's Project. The obligations set forth in this Section shall survive the Closing.

1.6 Seller's Obligations. Seller agrees to conduct asbestos testing on all structures to be demolished by the City and to provide such results to Buyer prior to Closing.

2. ESCROW.

2.1 Opening of Escrow. Within THREE (3) business days following the Effective Date, Seller and Buyer shall open an escrow ("Escrow") for the conveyance of the Property with Clark County Title ("Escrow Holder"). For purposes of this Agreement, the Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties ("Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for the conveyance of the Property. Either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties, shall be delivered to Escrow Holder. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("Additional Instructions") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, "Close of Escrow" or "Closing" means the recordation of the Warranty Deed conveying the Property to Buyer ("Warranty Deed") in the Official Records of Clark County, Washington and the disbursement of funds and distribution of any other documents by Escrow Holder, all as described herein. **Close of Escrow shall occur on TBA, 20240** ("Closing Date"), provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as the Seller and Buyer mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date, or the "Extended Closing Date", if any, for any reason other than the uncured

breach of either Buyer or Seller, then Escrow Holder is instructed to proceed with Close of Escrow as soon as possible.

2.4 Costs of Escrow. Seller shall pay one half of escrow fees and Buyer shall pay one half of escrow fees and all costs of the Title Policy (defined below), recording fees and notary fees attributable to the conveyance of the Property (collectively "Title and Escrow Costs"). Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date, or Extended Closing Date, if any. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. Escrow Holder is authorized and instructed to comply with the following tax adjustment procedure:

2.5.1 Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

2.5.2 Any taxes which have been paid by Seller, prior to Opening of Escrow, shall not be prorated between buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund.

2.6 Buyer's Conditions Precedent to Close of Escrow. The Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following-described conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.6.1 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.2 Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.3 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3.

2.6.4 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for the full statutory period.

2.6.5 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow.

2.6.6 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.7 Seller's Conditions Precedent to Close of Escrow. The Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following-described conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.7.1 Ratification of this Agreement by Seller's governing body as set forth in this agreement.

2.7.2 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.3 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.4 All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.5 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.8 Buyer's Payments and Documents. No less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price, less any Deposit or Down Payment, that has previously been paid by Buyer.

2.8.2 Funds required to pay costs of the Title and Escrow Costs payable by Buyer.

2.8.3 Funds required to pay all sales or brokerage commissions and finder's fees payable by Buyer, if any, with respect the transaction which is the subject of this Agreement.

2.8.4 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.9 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.9.1 Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

2.9.2 The fully executed and acknowledged Warranty Deed.

2.9.3 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and all penalties and interest, if any, thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Prorate real property taxes and assessments, crediting and debiting the parties as appropriate, all as set forth in Section 2.5 above and as disclosed in Escrow Holder's estimated closing statement.

2.10.3 Record the Warranty Deed and any other instruments, as appropriate, delivered through Escrow.

2.10.4 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.5 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 9.1 herein for notices, demands and communications between the Buyer and Seller.

2.12 Facsimile/Counterpart Documents. In the event Buyer or Seller utilizes "facsimile" transmitted signed documents, the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventytwo (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that facsimile documents bearing nonoriginal signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession to any portion of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Clark County Title ("Title Company") to issue to Buyer upon Close of Escrow its Standard Owner's Form Policy of Title Insurance ("Title Policy") in an amount equal to the Purchase Price, as adjusted, if applicable, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term “Permitted Exceptions” as used herein shall mean the following described conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.3 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter, and Escrow Holder is hereby authorized and instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds otherwise payable to Seller at Close of Escrow.

4. SELLER’S ACKNOWLEDGMENT AND GENERAL RELEASE.

4.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of Washington State law, Seller may otherwise be entitled to the payment of inverse condemnation, unlawful precondemnation conduct, and other benefits and claims other than those expressly provided for in this Agreement (collectively, “Claims”) in connection with Buyer’s acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer’s performance under this Agreement constitutes full and complete satisfaction of Buyer’s obligations to Seller as with respect to those claims.

4.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all claims, remedies and causes of action for damages, liabilities, losses or injuries related to Buyer’s acquisition of the Property, whether known or unknown, foreseeable or unforeseeable. Seller, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer’s purchase of the Property or any preliminary steps thereto.

5. TERMINATION, DEFAULTS AND REMEDIES.

5.1 Exercise of Right to Terminate. In the event Buyer elects to exercise its rights to terminate this Agreement and the Escrow, Buyer may do so by providing written notice of such termination to Seller and Escrow Holder prior to Close of Escrow. In such event, Buyer shall pay all Escrow Holder and Title Company termination fees and charges (collectively, “Termination Costs”). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of Party so terminating to pay Termination Costs as provided herein, shall cease and terminate.

5.2 Buyer's Default. In the event all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived and Buyer has not elected to terminate in accordance with any rights described above, and in the further event that Buyer is materially in default and fails to cure such default within a commercially reasonable period of time following written notice from Seller, Seller may elect to terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs and any Deposit will be paid to Seller. Upon such termination, all obligations and liabilities of the Parties hereunder shall terminate, except for Buyer's obligations with respect to the payment of Termination Costs and Escrow Holder's release of the Deposit, as described above.

5.3 Seller's Default. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time determined at the sole discretion of Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, prior to Close of Escrow, of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs and upon such termination and payment, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

5.4 Return of Funds and Documents; Disbursement of Deposit; Release of Liability as to Escrow Holder. In the event Escrow Holder receives a notice, in writing, prior to Close of Escrow, from Buyer or Seller of its election to terminate the Escrow, then Escrow Holder shall promptly terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Notwithstanding the foregoing, (i) upon such termination of the Escrow, Escrow Holder shall disburse to Seller the Deposit, if any, less any Termination Costs payable by Seller pursuant to this Agreement; and (ii) upon such termination of the Escrow pursuant to Section 5.3 herein, Escrow Holder shall disburse to Buyer the Deposit, if any. The Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents and disburse the Deposit, if any, as provided herein.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

6.1.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property and are enforceable in accordance with their respective terms.

6.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property or on Seller's remainder property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller warrants that the house and two trailer houses on Property or on Seller's remainder property are vacant and were vacated prior to Closing. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

6.1.3 Hazardous Materials. Seller hereby confirms to Buyer that to the best of Seller's knowledge, no release of Hazardous Materials (as defined below) has come to be located upon or under the Property. Seller further warrants to Buyer that to the best of Seller's knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property. Neither Seller nor any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

6.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

6.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

6.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

6.2 Survival of Representations and Warranties. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Warranty Deed and the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable

attorney's fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller.

7. OTHER.

7.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: CITY OF RIDGEFIELD
Attn: Steve Stuart
230 Pioneer Street
PO Box 608
Ridgefield, WA 98642
Telephone: (360) 887-3557
Facsimile: (360) 887-0861

To Seller: Gary Lahti
Ridgefield, WA 98642
Telephone: (360) 904-3157

To Escrow Holder: Fidelity National Title
Attn: Melissa A. Miller
Senior Escrow Officer
655 West Columbia Way, Suite 200
Vancouver, WA 98660
Telephone: 360.903.8405
Facsimile: 877.675.5387

To Title Company: Fidelity National Title
Attn: Melissa A. Miller
Senior Escrow Officer
655 West Columbia Way, Suite 200
Vancouver, WA 98660
Telephone: 360.903.8405

7.2 Indemnity by Seller. Seller hereby agrees, after the Close of Escrow, at Seller's sole cost and expense, to indemnify, protect, defend (with counsel of Buyer's choice), and hold Buyer, its successors and assigns, officers and/or directors, harmless from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Buyer, or Buyer's successors and assigns, officers and/or directors relating to or arising from (i) the Property or Seller's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property by Seller or any third party, including, without limitation, any tenant, invitee or licensee of Seller, (iii) any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials on, under or about the Property caused by Seller; and (v) the Seller's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Seller herein contained shall survive the Close of Escrow, and the recordation of the Warranty Deed.

7.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow, subject to any Tenant Leases accepted by Buyer. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. In the event that material loss or damage occurs to the Property prior to the Close of Escrow, Buyer may terminate this Agreement as provided per this agreement.

8. MISCELLANEOUS.

8.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Warranty Deed and the Close of Escrow.

8.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

8.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

8.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

8.5 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement,

and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

8.6 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

8.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8.8 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of Washington. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Clark.

8.9 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the prior consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

8.10 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.11 Ratification. Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein are subject to the approval and ratification of this Agreement by the Buyer's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event the Buyer's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Buyer may terminate this Agreement and the Escrow as per this agreement.

8.12 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.13 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

8.14 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final

judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

8.15 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

8.16 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

8.17 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

[Signatures on the following pages]

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

BUYER:

CITY OF RIDGEFIELD, a public entity

By: _____
STEVE STUART
Its: City Manager

Date: _____

SELLER:

By: Gary H. Lahti
Name: GARY H. LAHTI

Date: 7-23-2024

By: _____
Name: _____

Date: _____

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Motion - Approval of Purchase and Sale Agreement with Don and Dawn Januik for Right-of-Way, Temporary Construction Easements and Mitigation Considerations for the Pioneer Street at 50th Place Roundabout Project

GOVERNING LEGISLATION

Chapter 35 RCW, Cities and Towns

RCW 35.86.030 - Acquisition and disposition of real property

City Procurement Policy #04: Procurement of Goods and Services.

PREVIOUS COUNCIL ACTION TAKEN:

Approval of 2024 Capital Budget and Supplemental Budget Amendment

Approval of LTGO bond issuance to finance the Pioneer Widening and 50th Place Roundabout project.

SUMMARY/BACKGROUND:

Right-of-way acquisition has been underway to secure right-of-way and temporary construction easements for the Pioneer Widening and 50th Place roundabout project. As agreements are negotiated with prospective sellers of real property and easements, individual Purchase and Sale Agreements will be brought to Council for action. All appraisals, negotiations and agreements have been conducted consistent with state and federal acquisition regulations.

A critical piece to acquire is from Donald E. Januik and Dawn M. Januik, Trustees of the Januik Revocable Trust, along Pioneer Street, Pioneer Canyon Drive, and N 50th Place. An agreement has been reached through negotiations with the Januiks. The terms of the negotiations are for a total of \$111,540.00 for both right-of-way and temporary construction easements as well as impact mitigation. The agreement includes extinguishing direct access to Pioneer Street from the property and relocating it to the new Pioneer Canyon Drive; building a shared driveway stub for the Januik and shared access easement to the north; and providing for mitigation for impacts of the new road and future community building on City property by compensation to allow the Januiks to build a buffer wall at their discretion, subject to applicable City permits.

The PSA document is nearly complete and will be attached to the staff report for action when it is completed.

BUDGET/FINANCIAL IMPACTS:

The \$111,540 cost of this acquisition is included in the \$4,000,000 for right-of-way acquisition on this project.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item. A suggested motion is:

"I move to authorize the City Manager or designee to execute the Purchase and Sale Agreement with Donald E. Januik and Dawn M. Januik, Trustees of the Januik Revocable Trust, for an amount not to exceed \$111,540."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. 13 Januik PSA 20240723
2. Property No 13 - RoW (Signed)
3. Property No 13 - TCE (Signed)
4. Januik_Acquisition Map

**AGREEMENT FOR PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS**

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into by and between the **CITY OF RIDGEFIELD, a municipal corporation** ("Buyer") and **Donald E. Januik and Dawn M. Januik, Trustees of the Januik Revocable Trust** dated _____ ("Seller"). Buyer and Seller are sometimes individually referred to herein as "Party" and collectively as "Parties." The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the date, following all legally required notices and hearings, that this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties ("Effective Date").

RECITALS

- A. Buyer is constructing the 50th Avenue Roundabout and Pioneer Street widening. Buyer has identified that the Temporary Construction Easements, and ROW Dedications, described in the attached Exhibits, Exhibit A and Exhibit B ("Property"), are necessary for the Project.
- B. Seller is the owner of the Property described in the attached Exhibit A and Exhibit B, in the City of Ridgefield, County of Clark, State of Washington.
- C. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. **PURCHASE AND SALE.**

1.1 **Property.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 **Purchase Price.** The total purchase price for the Property is **Ninety-One Thousand Five Hundred and Forty Dollars (\$91,540.00)** ("Purchase Price"), which includes, without limitation, full payment of just compensation, claims for inverse condemnation or unreasonable precondemnation conduct, attorneys' fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer's purchase of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement. In addition, the Buyer agrees to pay Seller **Twenty Thousand Dollars (\$20,000)** ("Mitigation Payment") for the Seller to build, at their discretion and subject to applicable City permits, a buffer wall on Seller's property.

1.3 Down Payment. Buyer has not paid any refundable deposit or down payment to Seller.

1.4 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay to Seller through escrow the Purchase Price, payable in cash, by cashier's or certified check or by wire transfer.

2. ESCROW.

2.1 Opening of Escrow. Within _____ () business days following the Effective Date, Seller and Buyer shall open an escrow ("Escrow") for the conveyance of the Property with Clark County Title ("Escrow Holder"). For purposes of this Agreement, the Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties ("Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for the conveyance of the Property. Either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties, shall be delivered to Escrow Holder. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("Additional Instructions") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, "Close of Escrow" or "Closing" means the recordation of the Warranty Deed conveying the Property to Buyer ("Warranty Deed") in the Official Records of Clark County, Washington and the disbursement of funds and distribution of any other documents by Escrow Holder, all as described herein. **Close of Escrow shall occur on _____, 2024 ("Closing Date")**, provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as the Seller and Buyer mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date, or the "Extended Closing Date", if any, for any reason other than the uncured breach of either Buyer or Seller, then Escrow Holder is instructed to proceed with Close of Escrow as soon as possible.

2.4 Costs of Escrow. Buyer shall pay escrow fees and all costs of the Title Policy (defined below), recording fees and notary fees attributable to the conveyance of the Property (collectively "Title and Escrow Costs"). Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date, or Extended Closing Date, if any. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. Escrow Holder is authorized and instructed to comply with the following tax adjustment procedure:

2.5.1 Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

2.5.2 Any taxes which have been paid by Seller, prior to Opening of Escrow, shall not be prorated between buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund.

2.6 Buyer's Conditions Precedent to Close of Escrow. The Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following-described conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.6.1 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.2 Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.3 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3.

2.6.4 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for the full statutory period.

2.6.5 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow.

2.6.6 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.7 Seller's Conditions Precedent to Close of Escrow. The Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following-described conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.7.1 Ratification of this Agreement by Seller's governing body as set forth in this agreement.

2.7.2 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.3 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.4 All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.5 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.8 Buyer's Payments and Documents. No less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price, less any Deposit or Down Payment, that has previously been paid by Buyer.

2.8.2 Funds required to pay costs of the Title and Escrow Costs payable by Buyer.

2.8.3 Funds required to pay all sales or brokerage commissions and finder's fees payable by Buyer, if any, with respect the transaction which is the subject of this Agreement.

2.8.4 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.9 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.9.1 Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

2.9.2 The fully executed and acknowledged Warranty Deed and Temporary Construction Easement, which easement shall be conditioned to automatically expire on October 31, 2025 unless extended or terminated earlier by mutual agreement of the parties and to restore the property subject to the easement to its original condition.

2.9.3 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and all penalties and interest, if any, thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Prorate real property taxes and assessments, crediting and debiting the parties as appropriate, all as set forth in Section 2.5 above and as disclosed in Escrow Holder's estimated closing statement.

2.10.3 Record the Warranty Deed and any other instruments, as appropriate, delivered through Escrow.

2.10.4 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.5 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 9.1 herein for notices, demands and communications between the Buyer and Seller.

2.12 Facsimile/Counterpart Documents. In the event Buyer or Seller utilizes "facsimile" transmitted signed documents, the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that facsimile documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession to any portion of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Clark County Title ("Title Company") to issue to Buyer upon Close of Escrow its Standard Owner's Form Policy of Title Insurance ("Title Policy") in an amount equal to the Purchase Price, as adjusted, if applicable, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean the following-described conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.3 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter, and Escrow Holder is hereby authorized and instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds otherwise payable to Seller at Close of Escrow.

4. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

4.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of Washington State law, Seller may otherwise be entitled to the payment of inverse condemnation, unlawful pre-condemnation conduct, and other benefits and claims other than those expressly provided for in this Agreement (collectively, "Claims") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to Seller as with respect to those claims.

4.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all claims, remedies and causes of action for damages, liabilities, losses or injuries related to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable. Seller, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's purchase of the Property or any preliminary steps thereto.

5. TERMINATION, DEFAULTS AND REMEDIES.

5.1 Exercise of Right to Terminate. In the event Buyer elects to exercise its rights to terminate this Agreement and the Escrow, Buyer may do so by providing written notice of such termination to Seller and Escrow Holder prior to Close of Escrow. In such event, Buyer shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "Termination Costs"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of Party so terminating to pay Termination Costs as provided herein, shall cease and terminate.

5.2 Buyer's Default. In the event all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived and Buyer has not elected to terminate in accordance with any rights described above, and in the further event that Buyer is materially in default and fails to cure such default within a commercially reasonable period of time following

written notice from Seller, Seller may elect to terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs and any Deposit will be paid to Seller. Upon such termination, all obligations and liabilities of the Parties hereunder shall terminate, except for Buyer's obligations with respect to the payment of Termination Costs and Escrow Holder's release of the Deposit, as described above.

5.3 Seller's Default. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time determined at the sole discretion of Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, prior to Close of Escrow, of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs and upon such termination and payment, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

5.4 Return of Funds and Documents; Disbursement of Deposit; Release of Liability as to Escrow Holder. In the event Escrow Holder receives a notice, in writing, prior to Close of Escrow, from Buyer or Seller of its election to terminate the Escrow, then Escrow Holder shall promptly terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Notwithstanding the foregoing, (i) upon such termination of the Escrow, Escrow Holder shall disburse to Seller the Deposit, if any, less any Termination Costs payable by Seller pursuant to this Agreement; and (ii) upon such termination of the Escrow pursuant to Section 5.3 herein, Escrow Holder shall disburse to Buyer the Deposit, if any. The Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents and disburse the Deposit, if any, as provided herein.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

6.1.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property and are enforceable in accordance with their respective terms.

6.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property (other than the Tenant Leases, if any) and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller

will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

6.1.3 Hazardous Materials. Seller hereby confirms to Buyer that to the best of Seller's knowledge, no release of Hazardous Materials (as defined below) has come to be located upon or under the Property. Seller further warrants to Buyer that to the best of Seller's knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property. Neither Seller nor any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

6.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

6.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

6.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

6.2 Survival of Representations and Warranties. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Warranty Deed and the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller.

7. OTHER.

7.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer:	CITY OF RIDGEFIELD Attn: Steve Stuart 230 Pioneer Street PO Box 608 Ridgefield, WA 98642 Telephone: (360) 887-3557 Facsimile: (360) 887-0861
To Seller:	Donald E. Januik Dawn M. Januik Ridgefield, WA 98642 Telephone: _____
To Escrow Holder:	Fidelity National Title Attn: Melissa A. Miller Senior Escrow Officer 655 West Columbia Way, Suite 200 Vancouver, WA 98660 Telephone: 360.903.8405
To Title Company:	Fidelity National Title Attn: Melissa A. Miller Senior Escrow Officer 655 West Columbia Way, Suite 200 Vancouver, WA 98660 Telephone: 360.903.8405

7.2 Indemnity by Seller. Seller hereby agrees, after the Close of Escrow, at Seller's sole cost and expense, to indemnify, protect, defend (with counsel of Buyer's choice), and hold Buyer, its successors and assigns, officers and/or directors, harmless from and against any

and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Buyer, or Buyer's successors and assigns, officers and/or directors relating to or arising from (i) the Property or Seller's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property by Seller or any third party, including, without limitation, any tenant, invitee or licensee of Seller, (iii) any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials on, under or about the Property caused by Seller; and (v) the Seller's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Seller herein contained shall survive the Close of Escrow, and the recordation of the Warranty Deed.

7.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow, subject to any Tenant Leases accepted by Buyer. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. In the event that material loss or damage occurs to the Property prior to the Close of Escrow, Buyer may terminate this Agreement as provided per this agreement.

8. MISCELLANEOUS.

8.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Warranty Deed and the Close of Escrow.

8.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

8.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

8.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

8.5 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

8.6 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

8.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8.8 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of Washington. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Clark.

8.9 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the prior consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

8.10 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.11 Ratification. Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein are subject to the approval and ratification of this Agreement by the Buyer's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event the Buyer's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Buyer may terminate this Agreement and the Escrow as per this agreement.

8.12 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.13 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

8.14 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

8.15 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

8.16 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

8.17 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

[Signatures on the following pages]

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

BUYER:

CITY OF RIDGEFIELD, a public entity

By: _____

STEVE STUART

Its: City Manager

Date: _____

SELLER:

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

Exhibit "A"

Property No. 13

Parcel 1 – RIGHT OF WAY DEDICATION

A Parcel of land, being a portion of that property described in that Quit Claim Deed to the Trustees of the Januik Revocable Trust, recorded February 28, 2023, under Auditor's File No. 6106720 D, Clark County Records, located in the Northwest One-Quarter of Section 21, Township 4 North Range 1 East of the Willamette Meridian, City of Ridgefield, Clark County Washington, said Parcel being that portion of said property included in a strip of land, lying south of and coincident with a line lying 30.00 feet north of the proposed Centerline referred to as PIONEER-CANYON, which Centerline is described as follows:

COMMENCE at a point on the existing centerline of Pioneer Street (State Road 501), at Engineers Centerline Station 10+00.00, from which a 3-1/2" brass disk in concrete inscribed "WSDOT SURVEY MONUMENT PLS 17685", being the Southwest corner of the Northwest one-quarter of Section 21, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, per that Land Corner Record, recorded in Book 14, Page 46, Clark County Survey Records, bears S01°06'23"W, 1.50 feet;

Thence S88°53'37"E along said existing centerline of Pioneer Street, 1505.93 feet to Engineers Centerline Station 25+05.93 also being Centerline Station 15+00.00 of the proposed centerline of 50TH AVE;

Thence N02°01'06"E along said proposed centerline of 50TH AVE, 268.69 feet to Engineers Centerline Station 17+68.69 PC and the beginning of a 200.00 foot radius curve to the right having a central angle of 34°14'56";

Thence along said proposed centerline of 50TH AVE and the arc of said curve to the right (the long chord of which bears S19°08'34"W, 117.78 feet), 119.55 feet to Engineers Centerline Station 18+88.24, also being Engineers Centerline Station 30+00.00 of the proposed centerline of PIONEER-CANYON EAST, also being Engineers Centerline Station 0+00.00 of the proposed centerline of PIONEER-CANYON and the **POINT OF BEGINNING** of the centerline described herein;

Thence N53°43'58"W along said proposed centerline of PIONEER-CANYON, 50.31 feet to Engineers Centerline Station 0+50.31 PC and the beginning of a 200.00 foot radius curve to the left having a central angle of 27°47'11";

Thence along said proposed centerline of PIONEER-CANYON and the arc of said curve to the left (the long chord of which bears N67°37'33"W, 96.04 feet), 96.99 feet to Engineers Centerline Station 1+47.30 PRC and the beginning of a 200.00 foot radius reverse curve to the right having a central angle of 57°43'13";

Thence along said proposed centerline of PIONEER-CANYON and the arc of said curve to the right (the long chord of which bears N52°39'32"W, 193.07 feet), 201.48 feet to Engineers Centerline Station 3+48.78 and the **TERMINUS POINT** of the centerline described herein.

The line 30.00 feet north of the proposed centerline is as follows:

Station	to	Station	Width on North Side of Centerline
1+47.30		2+79.49	30.00 feet, along the arc of a 170.00 foot radius curve to the right, having a central angle of 37°52'10", an arc distance of 112.36 feet (the long chord bears N62°35'03"W, 110.33 feet), to 30.00 feet

EXCEPTING THEREFROM any portion of the above-described Parcel of land lying within the existing Pioneer Street (State Road 501) rights of way.

This parcel of land contains 13,833 square feet, more or less.

The sidelines of the above-described strip are to terminate at the existing Boundary lines of the property described above.

Bearings are based on Washington State Plane Coordinates System, South Zone, NAD83 (2011)(Epoch 2010.00), distances are in ground, units are US Survey Feet.

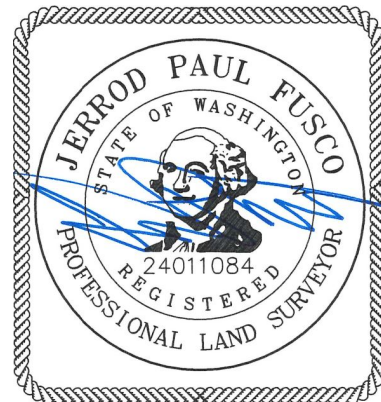
See the attached Exhibit "B".

Surveyor: Jerrod Paul Fusco, PLS

Firm: Harper Houf Peterson Righellis Inc.

Date prepared: 7/23/2024

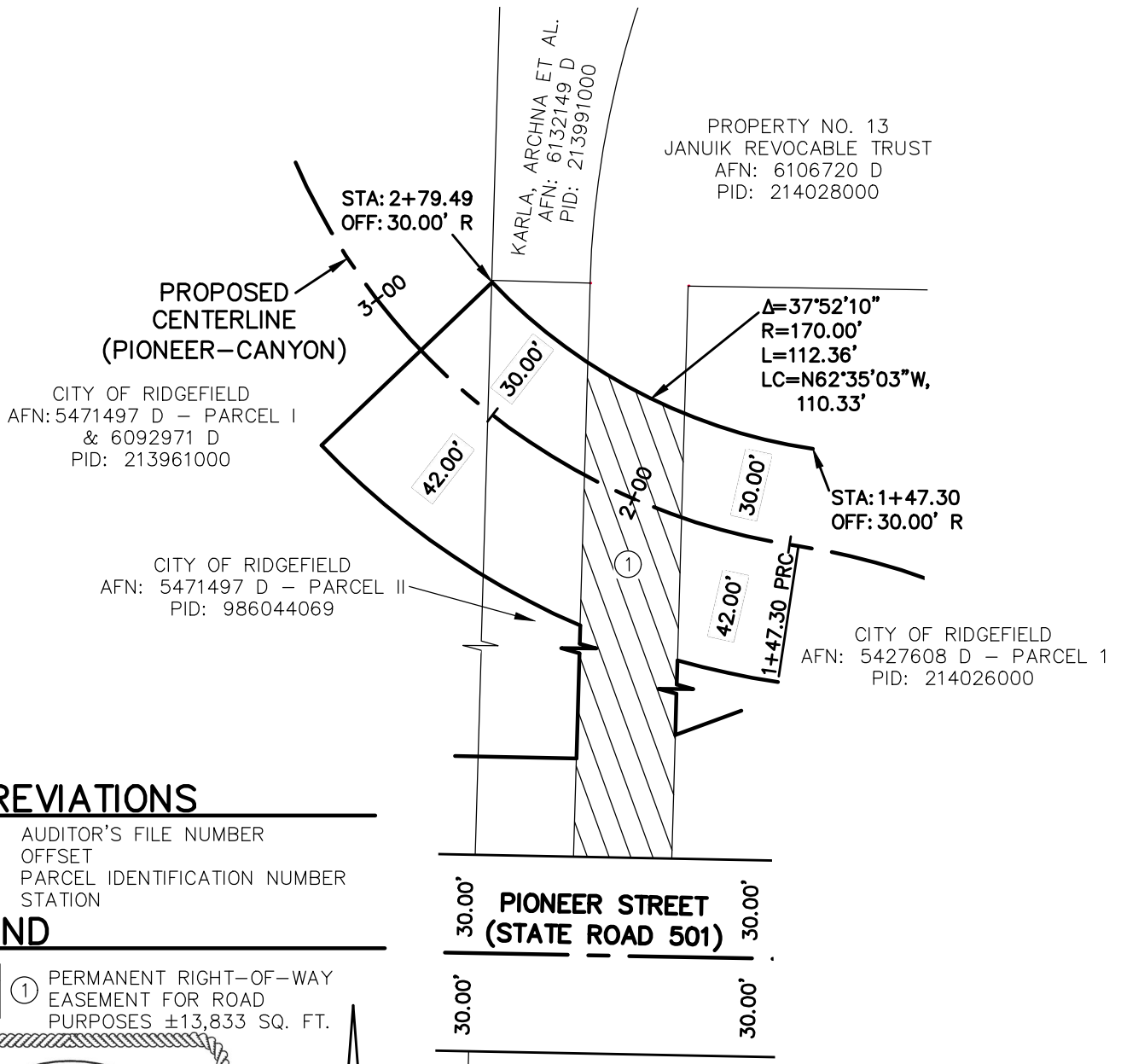
Project: RPW-07



Signed: 7/23/2024
Expires: 1/30/2026

EXHIBIT "B"

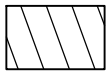
PAGE 1 OF 1
PROPERTY NO. 13



ABBREVIATIONS

AFN = AUDITOR'S FILE NUMBER
OFF = OFFSET
PID = PARCEL IDENTIFICATION NUMBER
STA = STATION

LEGEND



① PERMANENT RIGHT-OF-WAY EASEMENT FOR ROAD PURPOSES $\pm 13,833$ SQ. FT.



SIGNED: 7/23/2024
EXPIRES: 01/30/2026



SCALE: 1" = 50'



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

RPW-07

JPF

7/23/2024

PAGE 1 OF 1

Exhibit "A"

Property No. 13

Parcel 1 – TEMPORARY CONSTRUCTION EASEMENT

A Parcel of land, being a portion of that property described in that Quit Claim Deed to the Trustees of the Januik Revocable Trust, recorded February 28, 2023, under Auditor's File No. 6106720 D, Clark County Records, located in the Northwest One-Quarter of Section 21, Township 4 North Range 1 East of the Willamette Meridian, City of Ridgefield, Clark County Washington, said Parcel being that portion of said property included in a strip of land, variable in width, lying north of and coincident with the proposed Centerline referred to as PIONEER-CANYON, which Centerline is described as follows:

COMMENCE at a point on the existing centerline of Pioneer Street (State Road 501), at Engineers Centerline Station 10+00.00, from which a 3-1/2" brass disk in concrete inscribed "WSDOT SURVEY MONUMENT PLS 17685", being the Southwest corner of the Northwest one-quarter of Section 21, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, per that Land Corner Record, recorded in Book 14, Page 46, Clark County Survey Records, bears S01°06'23"W, 1.50 feet;

Thence S88°53'37"E along said existing centerline of Pioneer Street, 1505.93 feet to Engineers Centerline Station 25+05.93 also being Centerline Station 15+00.00 of the proposed centerline of 50TH AVE;

Thence N02°01'06"E along said proposed centerline of 50TH AVE, 268.69 feet to Engineers Centerline Station 17+68.69 PC and the beginning of a 200.00 foot radius curve to the right having a central angle of 34°14'56";

Thence along said proposed centerline of 50TH AVE and the arc of said curve to the right (the long chord of which bears S19°08'34"W, 117.78 feet), 119.55 feet to Engineers Centerline Station 18+88.24, also being Engineers Centerline Station 30+00.00 of the proposed centerline of PIONEER-CANYON EAST, also being Engineers Centerline Station 0+00.00 of the proposed centerline of PIONEER-CANYON and the **POINT OF BEGINNING** of the centerline described herein;

Thence N53°43'58"W along said proposed centerline of PIONEER-CANYON, 50.31 feet to Engineers Centerline Station 0+50.31 PC and the beginning of a 200.00 foot radius curve to the left having a central angle of 27°47'11";

Thence along said proposed centerline of PIONEER-CANYON and the arc of said curve to the left (the long chord of which bears N67°37'33"W, 96.04 feet), 96.99 feet to Engineers Centerline Station 1+47.30 PRC and the beginning of a 200.00 foot radius reverse curve to the right having a central angle of 57°43'13";

Thence along said proposed centerline of PIONEER-CANYON and the arc of said curve to the right (the long chord of which bears N52°39'32"W, 193.07 feet), 201.48 feet to Engineers Centerline Station 3+48.78 and the **TERMINUS POINT** of the centerline described herein.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on North Side of Centerline
1+47.30		2+05.25	50.00 feet, along the arc of a 150.00 foot radius curve to the right, having a central angle of 16°36'05", an arc distance of 43.46 feet (the long chord bears N73°13'06"W, 43.31 feet), to 50.00 feet
2+05.25		2+15.59	50.00 feet in a straight line to 65.82 feet
2+15.59		2+57.12	65.82 feet, along the arc of a 270.00 foot radius curve to the right, having a central angle of 10°51'29", an arc distance of 51.17 feet (the long chord bears N7°05'27"E, 51.09 feet), to 111.65 feet
2+57.12		3+48.78	111.65 feet in a straight line to 67.56 feet

EXCEPTING THEREFROM a strip of land, 30.00 feet in width, lying north of and coincident with the said proposed Centerline referred to as PIONEER-CANYON;

The strip 30.00 feet north of the proposed centerline is as follows:

Station	to	Station	Width on North Side of Centerline
1+47.30		2+79.49	30.00 feet, along the arc of a 170.00 foot radius curve to the right, having a central angle of 37°52'10", an arc distance of 112.36 feet (the long chord bears N62°35'03"W, 110.33 feet), to 30.00 feet

This parcel of land contains 2,590 square feet, more or less.

The sidelines of the above-described strip are to terminate at the existing Boundary lines of the property described above.

Bearings are based on Washington State Plane Coordinates System, South Zone, NAD83 (2011)(Epoch 2010.00), distances are in ground, units are US Survey Feet.

See the attached Exhibit "B".

Surveyor: Jerrod Paul Fusco, PLS

Firm: Harper Houf Peterson Righellis Inc.

Date prepared: 7/23/2024

Project: RPW-07

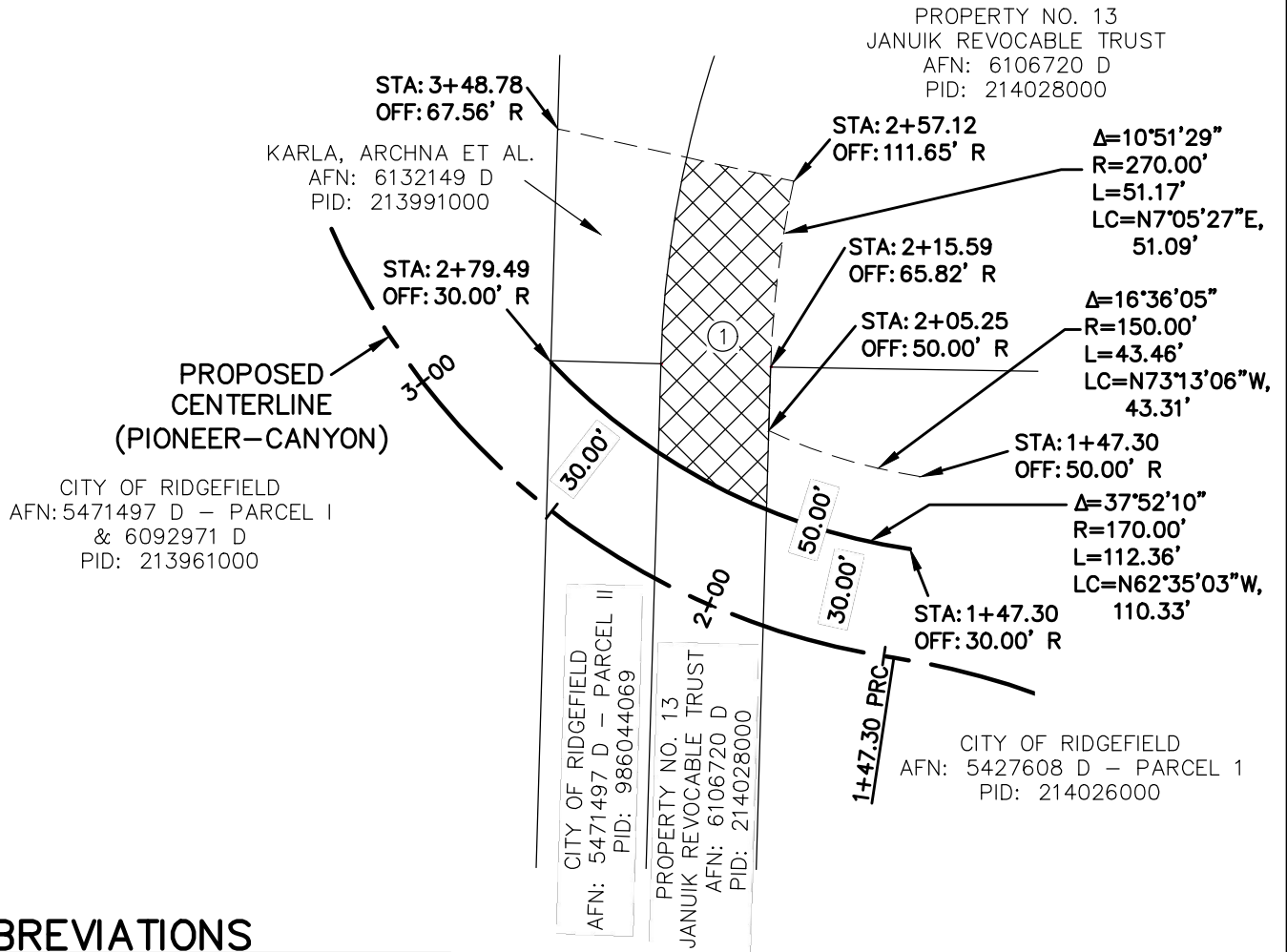


Signed: 7/23/2024

Expires: 1/30/2026

EXHIBIT "B"

PAGE 1 OF 1
PROPERTY NO. 13



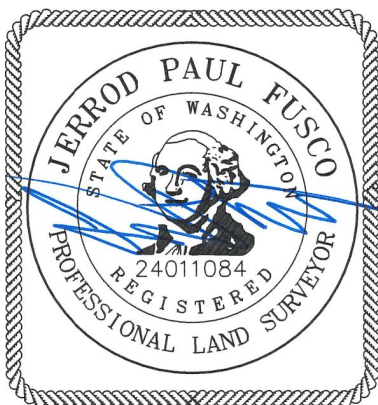
ABBREVIATIONS

AFN = AUDITOR'S FILE NUMBER
OFF = OFFSET
PID = PARCEL IDENTIFICATION NUMBER
STA = STATION

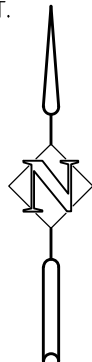
LEGEND



① TEMPORARY CONSTRUCTION
EASEMENT ±2,590 SQ. FT.



SIGNED: 7/23/2024
EXPIRES: 01/30/2026



SCALE: 1" = 50'



Harper
Houf Peterson
Righellis Inc.

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS

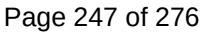
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

RPW-07

JPF

7/23/2024

PAGE 1 OF 1



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Motion - Approval of Purchase and Sale Agreement with Discovery Ridge Partners for Right-of-Way and Temporary Construction Easements for the Pioneer Street at 50th Place Roundabout Project

GOVERNING LEGISLATION

Chapter 35 RCW, Cities and Towns

RCW 35.86.030 - Acquisition and disposition of real property

City Procurement Policy #04: Procurement of Goods and Services.

PREVIOUS COUNCIL ACTION TAKEN:

Approval of 2024 Capital Budget and Supplemental Budget Amendment

Approval of LTGO bond issuance to finance the Pioneer Widening and 50th Place Roundabout project.

SUMMARY/BACKGROUND:

Right-of-way acquisition has been underway to secure right-of-way and temporary construction easements for the Pioneer Widening and 50th Place roundabout project. As agreements are negotiated with prospective sellers of real property and easements, individual Purchase and Sale Agreements will be brought to Council for action. All appraisals, negotiations and agreements have been conducted consistent with state and federal acquisition regulations.

A critical piece to acquire is from Discovery Ridge Partners on the south side of Pioneer Street. An agreement has been reached through negotiations with the partners. The terms of the negotiations are for a total of \$121,716.00 for both right-of-way and temporary construction easements.

The PSA document is nearly complete and will be attached to the staff report for action when it is completed.

BUDGET/FINANCIAL IMPACTS:

The \$121,716 cost of this acquisition is included in the \$4,000,000 for right-of-way acquisition on this project.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item. A suggested motion is:

"I move to authorize the City Manager or designee to execute the Purchase and Sale Agreement with Discovery Ridge Partners for an amount not to exceed \$121,716."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Property No 9_Discovery Ridge signed
2. Discovery Ridge_Acquisition Map
3. 9 Discovery Ridge PSA 20240724

Property No. 9

Parcel 1-RIGHT OF WAY DEDICATION

A Parcel of land, being a portion of that property described in that Statutory Warranty Deed to Discovery Ridge LLC, a Washington limited liability company, recorded 5/15/2019, under Auditors File No. 5608149 D, Clark County Records located in the Southwest One-Quarter of Section 21, Township 4 North, Range 1 East, of the Willamette Meridian, City of Ridgefield, Clark County, Washington, said Parcel being that portion of said property included in a strip of land variable in width, lying on the south side of and coincident with the existing Centerline of Pioneer Street (State Road 501), which Centerline is described as follows:

BEGINNING at a point on the existing centerline of Pioneer Street (State Road 501), at Engineers Centerline Station 10+00.00, from which a 3-1/2" brass disk in concrete inscribed "WSDOT SURVEY MONUMENT PLS 17685", being the Southwest corner of the Northwest one-quarter of Section 21, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, per that Land Corner Record, recorded in Book 14, Page 46, Clark County Survey Records, bears S01°06'23"W, 1.50 feet;

Thence S88°53'37"E, along the existing centerline of said Pioneer Street, 2183.84 feet to Engineers Centerline Station 31+83.84, also being Engineers Centerline Station 13+75.00, as per that Record of Survey recorded in Book 63, Page 8, Clark County Survey Records;

Thence continue S88°53'37"E, along the existing centerline of said Pioneer Street, 267.49 feet to Engineers Centerline Station 34+51.33 PC, also being Engineers Centerline Station 16+42.49 PC per said Record of Survey recorded in Book 63, Page 8, and the beginning of a 10,000.00 foot radius curve to the left having a central angle of 01°48'18", from which a 3" brass disk in concrete inscribed "WSDOT" bears N01°06'23"E, 35.00 feet;

Thence along said existing centerline of said Pioneer Street and the arc of said curve to the left (the long chord of which bears S89°47'46"E, 315.02') 315.03 feet to a 3" brass disk in concrete inscribed "WSDOT" at Engineers Centerline Station 37+66.36 PT, also being Engineers Centerline Station 19+57.52 PT per said Record of Survey recorded in Book 63, Page 8;

Thence N89°18'05"E, along said existing centerline of Pioneer Street, 336.64 feet to a 3" brass disk in concrete inscribed "WSDOT" at Engineers Centerline Station 41+03.00, also being Engineers Centerline Station 22+94.16 per said Record of Survey recorded in Book 63, Page 8 and to the **Terminus Point** of said Pioneer Street (State Road 501) Centerline description.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on South Side of Centerline
21+00.00		22+38.46	100.00 feet
22+38.46		22+66.04	100.00 feet in a straight line to 130.00 feet
22+66.04		22+63.80	130.00 feet in a straight line to 308.58 feet
22+63.80		25+40.95	308.58 feet in a straight line to 312.99 feet

EXCEPTING THEREFROM any portion of the above-described strip of land lying within the existing Pioneer Street (State Road 501) rights of way.

ALSO EXCEPTING THEREFROM any portion of the above-described strip of land lying within that property described in that Warranty Deed to the State of Washington, Department of Transportation, recorded 08/16/2019, under Auditors No. 5637781 D, Clark County Records.

This parcel of land contains 22,041 square feet, more or less.

The sidelines of the above-described strip are to terminate at the existing Boundary lines of the property described above.

Bearings are based on Washington State Plane Coordinates System, South Zone, NAD83 (2011)(Epoch 2010.00), distances are in ground, units are US Survey Feet.

See the attached Exhibit 'B'

Parcel 2-TEMPORARY CONSTRUCTION EASEMENT

A Parcel of land, being a portion of that property described in that Statutory Warranty Deed to Discovery Ridge LLC, a Washington limited liability company, recorded 5/15/2019, under Auditors File No. 5608149 D, Clark County Records located in the Southwest One-Quarter of Section 21, Township 4 North, Range 1 East, of the Willamette Meridian, City of Ridgefield, Clark County, Washington, said Parcel being that portion of said property included in a strip of land 130.00 feet in width, lying on the south side of and coincident with the existing Centerline of Pioneer Street (State Road 501), which Centerline is described as follows:

The width in feet of said strip of land is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on South Side of Centerline</u>
21+00.00		22+66.04	130.00 feet

EXCEPTING THEREFROM any portion of the above-described strip of land lying within the existing Pioneer Street (State Road 501) rights of way.

ALSO EXCEPTING THEREFROM any portion of the above-described strip of land lying within that property described in that Warranty Deed to the State of Washington, Department of Transportation, recorded 08/16/2019, under Auditors No. 5637781 D, Clark County Records.

ALSO EXCEPTING THEREFROM Parcel 1 as described herein.

This parcel of land contains 3,096 square feet, more or less.

The sidelines of the above-described strip are to terminate at the existing Boundary lines of the property described above.

Bearings are based on Washington State Plane Coordinates System, South Zone, NAD83 (2011)(Epoch 2010.00), distances are in ground, units are US Survey Feet.

See the attached Exhibit 'B'

Surveyor: Brian K. Henson PLS

Firm: Harper Houf Peterson Righellis

Date prepared: 4/17/2024

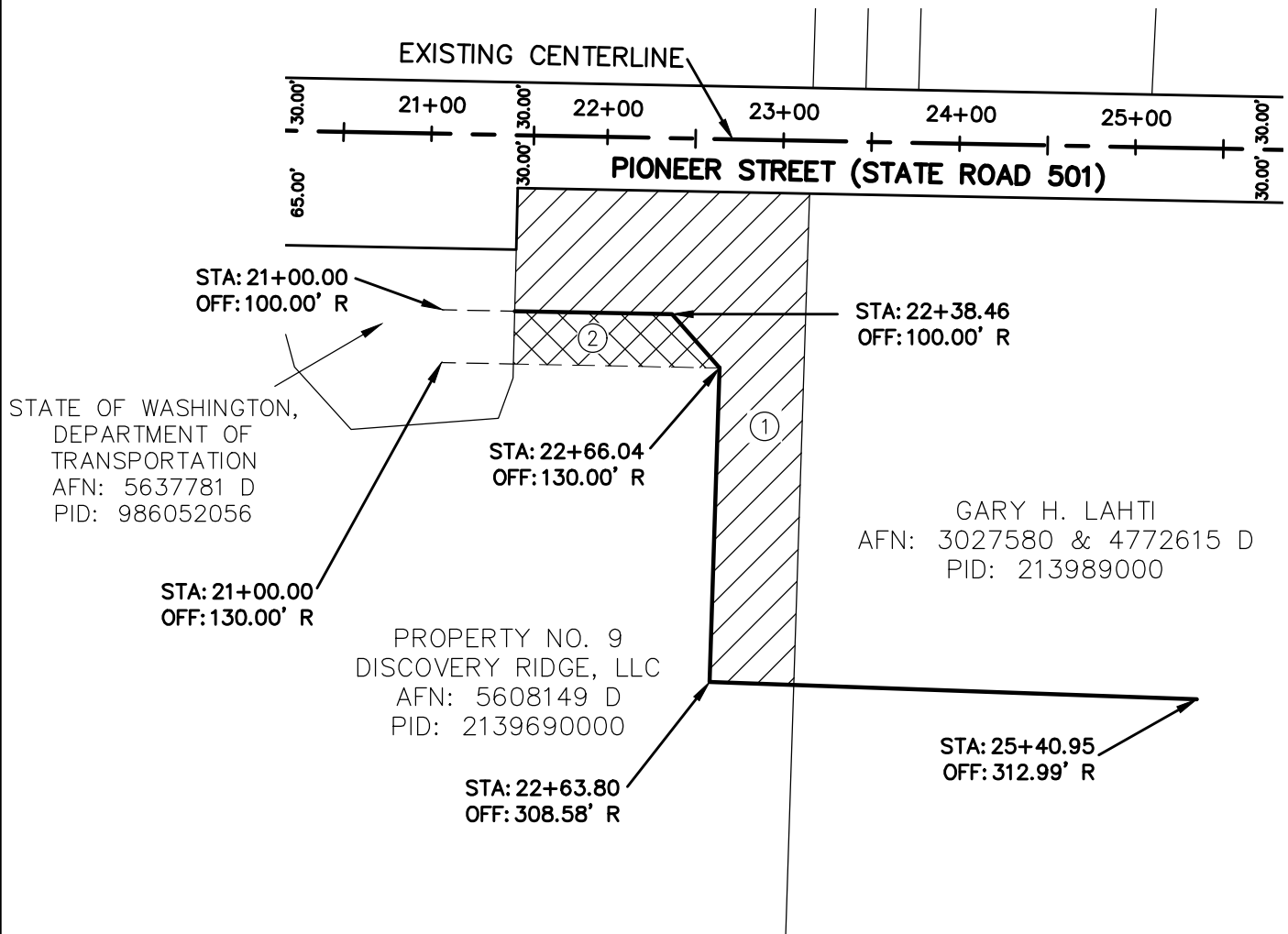
Project: RPW-07



Expires: 4/6/2026

EXHIBIT "B"

PAGE 1 OF 1
PROPERTY NO. 9



LEGEND

① PERMANENT RIGHT-OF-WAY
EASEMENT FOR ROAD
PURPOSES ±22,041 SQ. FT.

② TEMPORARY CONSTRUCTION
EASEMENT ±3,096 SQ.FT.



EXPIRES: 4/6/2026



0 50 100

SCALE: 1" = 100'

ABBREVIATIONS

AFN = AUDITOR'S FILE NUMBER
OFF = OFFSET
PID = PARCEL IDENTIFICATION NUMBER
STA = STATION



Harper
Houf Peterson
Righellis Inc.

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LANDSCAPE ARCHITECTS ♦ SURVEYORS

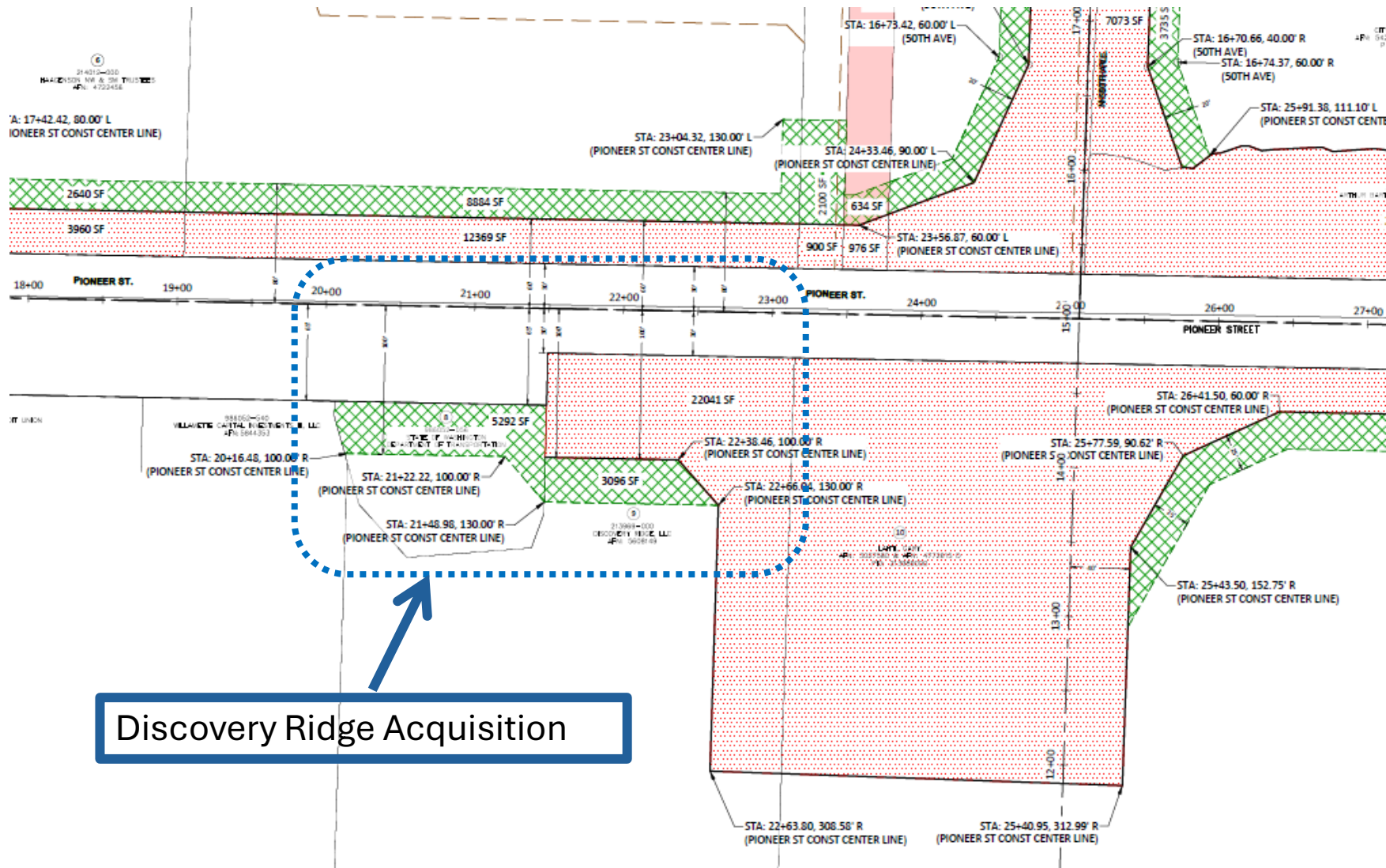
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phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

RPW-07

JPF

4/17/2024

PAGE 1 OF 1



Discovery Ridge Acquisition

**AGREEMENT FOR PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS**

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into by and between the **CITY OF RIDGEFIELD, a municipal corporation** ("Buyer") and **Discovery Ridge LLC, A Washington Limited Liability Company** ("Seller"). Buyer and Seller are sometimes individually referred to herein as "Party" and collectively as "Parties." The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the date, following all legally required notices and hearings, that this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties ("Effective Date").

RECITALS

- A. Buyer is constructing the 50th Avenue Roundabout and Pioneer Street widening. Buyer has identified that the Temporary Construction Easements, and ROW Dedications, described in the attached Exhibits, Exhibit A and Exhibit B ("Property"), are necessary for the Project.
- B. Seller is the owner of the Property described in the attached Exhibit A and Exhibit B, in the City of Ridgefield, County of Clark, State of Washington.
- C. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 Purchase Price. The total purchase price for the Property is **One Hundred Twenty-One Thousand Seven Hundred Sixteen Dollars (\$121,716.00)** ("Purchase Price"), which includes, without limitation, full payment of just compensation, claims for inverse condemnation or unreasonable precondemnation conduct, attorneys' fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer's purchase of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 Down Payment. Buyer has not paid any refundable deposit or down payment to Seller.

1.4 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay to Seller through escrow the Purchase Price, payable in cash, by cashier's or certified check or by wire transfer.

2. ESCROW.

2.1 Opening of Escrow. Within _____ (__) business days following the Effective Date, Seller and Buyer shall open an escrow ("Escrow") for the conveyance of the Property with Clark County Title ("Escrow Holder"). For purposes of this Agreement, the Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties ("Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for the conveyance of the Property. Either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties, shall be delivered to Escrow Holder. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("Additional Instructions") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, "Close of Escrow" or "Closing" means the recordation of the Warranty Deed conveying the Property to Buyer ("Warranty Deed") in the Official Records of Clark County, Washington and the disbursement of funds and distribution of any other documents by Escrow Holder, all as described herein. **Close of Escrow shall occur on _____, 2024 ("Closing Date"),** provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as the Seller and Buyer mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date, or the "Extended Closing Date", if any, for any reason other than the uncured breach of either Buyer or Seller, then Escrow Holder is instructed to proceed with Close of Escrow as soon as possible.

2.4 Costs of Escrow. Seller shall pay one half of escrow fees and Buyer shall pay one half of escrow fees and all costs of the Title Policy (defined below), recording fees and notary fees attributable to the conveyance of the Property (collectively "Title and Escrow Costs"). Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date, or Extended Closing Date, if any. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. Escrow Holder is authorized and instructed to comply with the following tax adjustment procedure:

2.5.1 Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

2.5.2 Any taxes which have been paid by Seller, prior to Opening of Escrow, shall not be prorated between buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund.

2.6 Buyer's Conditions Precedent to Close of Escrow. The Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following-described conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.6.1 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.2 Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.3 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3.

2.6.4 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for the full statutory period.

2.6.5 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow.

2.6.6 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.7 Seller's Conditions Precedent to Close of Escrow. The Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following-described conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.7.1 Ratification of this Agreement by Seller's governing body as set forth in this agreement.

2.7.2 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.3 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.4 All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.5 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.8 Buyer's Payments and Documents. No less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price, less any Deposit or Down Payment, that has previously been paid by Buyer.

2.8.2 Funds required to pay costs of the Title and Escrow Costs payable by Buyer.

2.8.3 Funds required to pay all sales or brokerage commissions and finder's fees payable by Buyer, if any, with respect the transaction which is the subject of this Agreement.

2.8.4 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.9 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following-described funds and documents (in recordable form, as necessary):

2.9.1 Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

2.9.2 The fully executed and acknowledged Warranty Deed.

2.9.3 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and all penalties and interest, if any, thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Prorate real property taxes and assessments, crediting and debiting the parties as appropriate, all as set forth in Section 2.5 above and as disclosed in Escrow Holder's estimated closing statement.

2.10.3 Record the Warranty Deed and any other instruments, as appropriate, delivered through Escrow.

2.10.4 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.5 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 9.1 herein for notices, demands and communications between the Buyer and Seller.

2.12 Facsimile/Counterpart Documents. In the event Buyer or Seller utilizes "facsimile" transmitted signed documents, the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that facsimile documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession to any portion of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Clark County Title ("Title Company") to issue to Buyer upon Close of Escrow its Standard Owner's Form Policy of Title Insurance ("Title Policy") in an amount equal to the Purchase Price, as adjusted, if applicable, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean the following-described conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.3 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter, and Escrow Holder is hereby authorized and instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds otherwise payable to Seller at Close of Escrow.

4. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

4.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of Washington State law, Seller may otherwise be entitled to the payment of inverse condemnation, unlawful pre-condemnation conduct, and other benefits and claims other than those expressly provided for in this Agreement (collectively, "Claims") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to Seller as with respect to those claims.

4.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all claims, remedies and causes of action for damages, liabilities, losses or injuries related to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable. Seller, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's purchase of the Property or any preliminary steps thereto.

5. TERMINATION, DEFAULTS AND REMEDIES.

5.1 Exercise of Right to Terminate. In the event Buyer elects to exercise its rights to terminate this Agreement and the Escrow, Buyer may do so by providing written notice of such termination to Seller and Escrow Holder prior to Close of Escrow. In such event, Buyer shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "Termination Costs"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of Party so terminating to pay Termination Costs as provided herein, shall cease and terminate.

5.2 Buyer's Default. In the event all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived and Buyer has not elected to terminate in accordance with any rights described above, and in the further event that Buyer is materially in

default and fails to cure such default within a commercially reasonable period of time following written notice from Seller, Seller may elect to terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs and any Deposit will be paid to Seller. Upon such termination, all obligations and liabilities of the Parties hereunder shall terminate, except for Buyer's obligations with respect to the payment of Termination Costs and Escrow Holder's release of the Deposit, as described above.

5.3 Seller's Default. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time determined at the sole discretion of Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, prior to Close of Escrow, of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs and upon such termination and payment, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

5.4 Return of Funds and Documents; Disbursement of Deposit; Release of Liability as to Escrow Holder. In the event Escrow Holder receives a notice, in writing, prior to Close of Escrow, from Buyer or Seller of its election to terminate the Escrow, then Escrow Holder shall promptly terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Notwithstanding the foregoing, (i) upon such termination of the Escrow, Escrow Holder shall disburse to Seller the Deposit, if any, less any Termination Costs payable by Seller pursuant to this Agreement; and (ii) upon such termination of the Escrow pursuant to Section 5.3 herein, Escrow Holder shall disburse to Buyer the Deposit, if any. The Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents and disburse the Deposit, if any, as provided herein.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

6.1.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property and are enforceable in accordance with their respective terms.

6.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property (other than the Tenant Leases, if any) and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

6.1.3 Hazardous Materials. Seller hereby confirms to Buyer that to the best of Seller's knowledge, no release of Hazardous Materials (as defined below) has come to be located upon or under the Property. Seller further warrants to Buyer that to the best of Seller's knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property. Neither Seller nor any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

6.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

6.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

6.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

6.2 Survival of Representations and Warranties. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Warranty Deed and the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims,

liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller.

7. OTHER.

7.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer:	CITY OF RIDGEFIELD Attn: Steve Stuart 230 Pioneer Street PO Box 608 Ridgefield, WA 98642 Telephone: (360) 887-3557 Facsimile: (360) 887-0861
To Seller:	Discovery Ridge, LLC Attn: Jerry Erwin Managing Partner Ridgefield, WA 98642 Telephone: _____
To Escrow Holder:	Fidelity National Title Attn: Melissa A. Miller Senior Escrow Officer 655 West Columbia Way, Suite 200 Vancouver, WA 98660 Telephone: 360.903.8405
To Title Company:	Fidelity National Title Attn: Melissa A. Miller Senior Escrow Officer 655 West Columbia Way, Suite 200 Vancouver, WA 98660

7.2 Indemnity by Seller. Seller hereby agrees, after the Close of Escrow, at Seller's sole cost and expense, to indemnify, protect, defend (with counsel of Buyer's choice), and hold Buyer, its successors and assigns, officers and/or directors, harmless from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Buyer, or Buyer's successors and assigns, officers and/or directors relating to or arising from (i) the Property or Seller's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property by Seller or any third party, including, without limitation, any tenant, invitee or licensee of Seller, (iii) any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials on, under or about the Property caused by Seller; and (v) the Seller's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Seller herein contained shall survive the Close of Escrow, and the recordation of the Warranty Deed.

7.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow, subject to any Tenant Leases accepted by Buyer. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. In the event that material loss or damage occurs to the Property prior to the Close of Escrow, Buyer may terminate this Agreement as provided per this agreement.

8. MISCELLANEOUS.

8.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Warranty Deed and the Close of Escrow.

8.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

8.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

8.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

8.5 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of

this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

8.6 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

8.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8.8 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of Washington. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Clark.

8.9 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the prior consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

8.10 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.11 Ratification. Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein are subject to the approval and ratification of this Agreement by the Buyer's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event the Buyer's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Buyer may terminate this Agreement and the Escrow as per this agreement.

8.12 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.13 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

8.14 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether

by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

8.15 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

8.16 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

8.17 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

[Signatures on the following pages]

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

BUYER:

CITY OF RIDGEFIELD, a public entity

By: _____

STEVE STUART

Its: City Manager

Date: _____

SELLER:

DISCOVERY RIDGE, LLC

By: _____

Name: Jerry Erwin

Its: Managing Partner

Date: _____

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 25, 2024

AGENDA ITEM NAME: Motion – Approve Purchase of Wetland Impact Mitigation Credits from East Fork Lewis Mitigation Partners for Pioneer Street Widening and 50th Place Roundabout Project Wetland Impact Mitigation

GOVERNING LEGISLATION

Chapter 35 RCW, Cities and Towns

Chapter 39.34 RCW Interlocal Cooperation Act

City Procurement Policy #04: Procurement of Goods and Services.

PREVIOUS COUNCIL ACTION TAKEN:

Approval of 2024 Capital Budget and Supplemental Budget Amendment

Contract awards for construction and construction management

Sale of Limited Tax General Obligation Bonds to finance the project

SUMMARY/BACKGROUND:

As part of the environmental review and permitting process, the project's design and environmental consultant, HHPR, prepared a critical areas and wetlands impact report. The report concluded that four wetlands will be impacted by the project and will require mitigation to secure permits from the Army Corps of Engineers and Department of Ecology. Although a number of design considerations reduced the impacts to wetlands, there are still some unavoidable impacts that require mitigation. The wetlands and stream impacts mapping is attached to this staff report.

HHPR's assessment included consideration of mitigation occurring on City-owned land adjacent to the project and wetlands being impacted. However, HHPR concluded that onsite mitigation is not a viable option as the City-owned land is not suitable for mitigation, and in addition, the small size of the impact means that any stand-alone mitigation site would be too small to provide significant habitat functions.

The recommended alternative is for the City to purchase credits from the East Fork Lewis Mitigation Bank. Established in 2011, the 113-acre East Fork Lewis Mitigation Bank (EFLMB) is located in Clark County near La Center and is approved by the Department of Ecology for mitigation use. The EFLMB is restoring and enhancing degraded agricultural land and fields, such as those impacted by this project. Purchasing mitigation credits enables the City to comply with the mitigation requirements of the Army Corps and Ecology permits. The EFLMB is maintained and operated by East Fork Lewis Mitigation Partners, LLC a Washington limited liability company and would provide the City appropriate documentation of the credits being purchased.

The cost to purchase the 1.01 mitigation credits is \$227,250. As this exceeds the \$100,000 signature authority of the City Manager, Council approval of the purchase is necessary.

BUDGET/FINANCIAL IMPACTS:

The project's \$28.7 million budget includes assumptions for construction and construction impact mitigation such as this purchase. No further budget supplements are needed for this action.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item. A suggested motion is:

"I move to authorize the City Manager or designee to enter into the purchase agreement for 1.01 mitigation credits from the East Fork Lewis Mitigation Partners for an amount not to exceed \$227,250."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Std sales contract EFLMB 20240721
2. Pioneer Widening Wetlands_Stream Impacts

WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT EAST FORK LEWIS MITIGATION BANK

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between East Fork Lewis Mitigation Partners, LLC a Washington limited liability company (“Bank Sponsor”), and City of Ridgefield, a municipality located in the State of Washington (“Buyer”) (collectively “Parties”).

1. RECITALS

- 1.1. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), and Clark County (collectively the “Permitting Authorities”), Bank Sponsor has established a wetland mitigation bank known as the “East Fork Lewis Mitigation Bank” (“EFLMB”).
- 1.2. The EFLMB is established to operate in the State of Washington with a Service Area defined by the Mitigation Banking Instrument.
- 1.3. The purpose of the EFLMB is to provide off-site mitigation for unavoidable impacts to wetlands and other critical areas associated with certain development activity within the Service Area.
- 1.4. Bank Sponsor is authorized by the Permitting Authorities to operate the EFLMB and to obtain, hold, sell, and transfer wetland mitigation credits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.5. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.6. Buyer wishes to purchase from Bank Sponsor and Bank Sponsor wishes to sell to Buyer one or more Mitigation Credits from the EFLMB for the Project on the terms and conditions contained in this Agreement.

2. AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Bank Sponsor and Buyer agree as follows:

2.1. *Purchase/Sale of Mitigation Credits*

2.1.1. **Purchase/Sale.** Bank Sponsor hereby sells to Buyer and Buyer hereby buys from Bank Sponsor: (1.01) Mitigation Credits upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).

2.1.2. **Purchase Price.** The purchase price for the Project Mitigation Credits shall be: 227,250 and NO/100 Dollars (U.S. \$227,250.00) (“Purchase Price”).

2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Bank Sponsor as otherwise provided in this Agreement.

2.2. *Buyer’s Obligations/Limitation on Transfer of Mitigation Credits/Project Information.*

2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Bank Sponsor provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Bank Sponsor shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.

2.2.2. **Project (Completed by Buyer).** The Project, Permit(s), and related information is as follows:

2.2.2.1. Buyer’s name, address, & telephone number:

City of Ridgefield (contact Steve Stuart, City Manager)
PO Box 608
Ridgefield, WA 98642
(360) 857-5020

2.2.2.2. Permitting Agency(ies) name(s), address(es), telephone number(s):

US Army Corps of Engineers
4735 E Marginal Way S Bldg 1202,
Seattle, WA 98134
360-746-4701

Washington State Department of Ecology
12121 NE 99th St #2100,
Orchards, WA 98682
360-210-2783

2.2.2.3. Permit(s) Number(s) Date of Permit:

Permit Agency	Number	Date of Issuance
USACE	NWS-2023-176	July 26, 2024
Ecology	143719	July 23, 2024

2.2.2.4. Project Name & Location:

50th Avenue Roundabout and Pioneer Street Widening Project, Ridgefield, WA

2.2.2.5. Brief Description of Impact(s) to be Compensated for by the Project

Mitigation Credits: _Widening of Pioneer Street and construction of a new roundabout will result in direct, indirect, and temporary long-term impacts to Category 3 and 4 wetlands as well as critical area buffer impacts.

2.2.3. **Disclosure.** Buyer acknowledges and agrees that Bank Sponsor may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2., the Clark County Auditor, and the Permitting Authorities.

2.3. ***Title/Risk of Loss***

2.3.1. **Conveyance.** At Closing, Bank Sponsor shall convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights, and conditions, except as expressly provided for herein. Conveyance shall be in the form of a letter from the Bank Sponsor to the Buyer and Permitting Authorities notifying them that credits have been transferred by the bank to the Buyer for the permits and projects detailed in Section 2.2.2

2.3.2. **Risk of Loss.** Bank Sponsor shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

2.4. ***Representations and Warranties***

Bank Sponsor represents and warrants to Buyer that:

2.4.1. Bank Sponsor is authorized by the Permitting Authorities to operate the EFLMB and to obtain, hold, sell, and transfer Mitigation Credits; and

2.4.2. Bank Sponsor owns the Project Mitigation Credits and has the right to sell said credits to Buyer.

2.5. ***Closing***

2.5.1. **Closing and Closing Date.** The closing of the purchase and sale of the Project Mitigation Credits (“Closing”) shall occur when the Bank Sponsor receives a cashiers check for the purchase amount, under the terms of this Agreement within thirty (30) days after the effective date of this Agreement (“Closing Date”).

2.5.2. **Limits on Closing Date.** The Closing Date shall not be modified without the written approval of Bank Sponsor and Buyer.

2.6. ***Notice***

2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.

2.6.2. If to Bank Sponsor: East Fork Lewis Mitigation Partners LLC.
PO Box 354
Kirkland, WA 98083

2.6.3. If to Buyer: As provided in Section 2.2.1 above.

2.7. Miscellaneous

2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Bank Sponsor and Buyer have executed this Agreement.

2.7.2. **Assignment.** Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Bank Sponsor, which shall be in Bank Sponsor's reasonable discretion. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.

2.7.4. **Time.** Time is of the essence of this Agreement.

2.7.5. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

2.7.6. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

2.7.7. **Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.

2.7.8. **Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.

2.7.9. Computation of Time. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

2.7.10. Attorneys' Fees. In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party.

2.7.11. Acts Beyond Party's Control. Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.

2.7.12. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Bank Sponsor. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

2.7.13. Counterparts/Email. This Agreement may be executed in one or more counterparts with like effect as if all signatures appeared on one copy. Email transmission of any signed original document, and retransmission of any signed email transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm email transmitted signatures by signing an original document.

The Parties have executed this Agreement as of the dates set forth below.

EAST FORK LEWIS MITIGATION PARTNERS, LLC, Bank Sponsor

By _____
Zach Woodward, Manager Date _____

CITY OF RIDGEFIELD, Buyer

By _____
Steve Stuart, City Manager Date _____

[illegible]

IMPACT OVERALL	REFERENCE NUMBER: NWS-2023-176	DATE: 4/26/2024
	APPLICANT: CITY OF RIDGEFIELD	
J1.1	PROPOSED PROJECT: 50TH AVENUE ROUNDABOUT AND PIONEER STREET WIDENING	
	LOCATION: RIDGEFIELD, WA	

	ORDINARY HIGH WATER MARK		WETLAND IMPACT/TEMPORARY
	WETLAND BOUNDARY		WETLAND BUFFER IMPACT/TEMP
	WETLAND BUFFER		
	STREAM IMPACT/TEMPORARY		