



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, October 23, 2025
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

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

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

II. PROCLAMATION

- 1. NAACP Vancouver Branch 80th Anniversary Proclamation**

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 October 2, 2025 and October 9, 2025 Meeting**

V. PRESENTATION

- 1. Ridgefield Main Street Update - Marykay Lamoureaux, Executive Director**

VI. BUSINESS

- 1. Motion to Approve Use & Maintenance Agreements with Indirect Recreational Program Providers - Corey Crownhart, Park Manager**
- 2. First Reading of Ordinance No. 1463 - Approval of AT&T Franchise Agreement - Ryan Thamert, Public Works Director**

VII. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance 1464 - Ridgefield Municipal Code Amendments Part 2 - Claire Lust, Community Development Director**

VIII. 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.

IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

X. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 23, 2025

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. October 23, 2025 Claims Report - Revised

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

Sum of Amount						
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total	
ACI PAYMENTS INC - EPAY	1701	1000147263	Finance	Returned ACH Payment Processing Fee	5.95	
ACI PAYMENTS INC - EPAY Total					5.95	
AKS ENGINEERING & FORESTRY LLC	3908	11586-09	Public Works	09.2025 Hall & Elm Improvements	1,046.25	
AKS ENGINEERING & FORESTRY LLC Total					1,046.25	
AMERICAN WATER WORKS ASSOCIATION (AWWA)	0027	SO254155	Public Works	12.2025-11.2026 AWWA Renewal	431.00	
AMERICAN WATER WORKS ASSOCIATION (AWWA) Total					431.00	
AQUATIC INFORMATICS INC.	3337	115147	Public Works	09.2025 Web Test	369.58	
AQUATIC INFORMATICS INC. Total					369.58	
Bennett Valerie	UB*01208	(blank)	Genl Govt/Facilities	Refund Check 011139-000 1845 S 15th Ct	218.01	
Bennett Valerie Total					218.01	
Bernard Patricia	UB*01209	(blank)	Genl Govt/Facilities	Refund Check 008008-000 1401 S Dusky Dr	269.38	
Bernard Patricia Total					269.38	
BLUEFIN PAYMENT SYSTEMS - EPAY	2827	2827-202509A	Public Works	09.2025 Customer Web Payments	8,164.68	
		2827-202509B	Public Works	09.2025 Customer Web Payments	21.90	
BLUEFIN PAYMENT SYSTEMS - EPAY Total					8,186.58	
BSK ASSOCIATES	2119	VI02323	Public Works	09.2025 Coliform Testing	2,024.00	
BSK ASSOCIATES Total					2,024.00	
BYUNG P. SONG	4178	4178-20251023	Judicial	09.18.2025 Interpreting Services	225.00	
BYUNG P. SONG Total					225.00	
CALM.COM INC.	3820	INV14951	Human Resources	10.10.2025-10.09.2026 Wellness Program	4,261.28	
CALM.COM INC. Total					4,261.28	
CFM STRATEGIC COMMUNICATIONS INC.	2551	29588	Genl Govt/Facilities	09.2025 Lobbyist	5,200.00	
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00	
CITY OF BATTLE GROUND	0092	116698	Judicial	09.2025 GPS W/Victim Alert Notification	399.00	
CITY OF BATTLE GROUND Total					399.00	
CLARK COUNTY	0102	CI079824	Community Development	2025 Annual GIS Partnership Fee	7,070.00	
		CI079705	Judicial	Q3.2025 Limited Jurisdiction Billing Cases	300.00	
CLARK COUNTY Total					7,370.00	
CLARK COUNTY FIRE DISTRICT #5	0104	50177	Genl Govt/Facilities	Q3.2025 Safety Consortium	70.16	
			Public Works	Q3.2025 Safety Consortium	1,294.84	
CLARK COUNTY FIRE DISTRICT #5 Total					1,365.00	
CLARK COUNTY TREASURERS OFFICE	0554	SIF202509	Genl Govt/Facilities	09.2025 Monthly School Impact Fees	354,480.00	
CLARK COUNTY TREASURERS OFFICE Total					354,480.00	
CLARK REGIONAL WASTEWATER DISTRICT - EPAY	0741	0741-202509	Genl Govt/Facilities	Sewer - 109 W Division WWTP - CRWWD Portion	73.03	
				Sewer - 487 S 56th Pl PW Ops Center	4.87	
				Sewer - 907 Pioneer St	121.22	
				Sewer - 230 Pioneer St City Hall	77.58	
				Sewer - 813 Pioneer St	121.22	
				Sewer - 109 W Division WWTP	73.04	
				Sewer - 487 S 56th Pl PW Ops Center	87.84	
				Sewer - Abrams Park Kitchen	40.01	
				Sewer - 255 S 56th Pl Well & Reservoir	39.40	
				Sewer - 101 S Main Ave Overlook Park	719.44	
				Sewer - Abrams Park Concessions	44.24	

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

CLARK REGIONAL WASTEWATER DISTRICT - EPAY	0741	0741-202509	Public Works	Sewer - Abrams Park Restrooms	87.89
			Community Development	Sewer - 487 S 56th Pl PW Ops Center	5.97
			Public Works	Sewer - 487 S 56th Pl PW Ops Center	1.94
CLARK REGIONAL WASTEWATER DISTRICT - EPAY Total					1,497.69
COLUMBIA RESOURCE COMPANY	0114	48501B051	Genl Govt/Facilities	Events Waste Disposal	37.04
			Public Works	Streets Yard Debris Disposal	240.91
				Parks Yard Debris Disposal	150.70
COLUMBIA RESOURCE COMPANY Total					428.65
COLUMBIAN PUBLISHING CO	0116	53530	Genl Govt/Facilities	Ord. 1458 - Ridgefield Youth Commission	43.20
COLUMBIAN PUBLISHING CO Total					43.20
COMCAST - EPAY	2271	2271-202510	Genl Govt/Facilities	RACC Internet Services - 510 Pioneer St Ste B	71.72
				PW Ops Center Internet Services - 487 S 56th Pl	10.40
				PW Ops Center Phone Services - 487 S 56th Pl	13.80
				City Hall Internet - 230 Pioneer St	409.18
				City Hall Phone Services - 230 Pioneer St	66.61
			Public Safety	PD Phone Services -101 Mill St. Ste 110	89.48
			Public Works	PW Ops Center Internet Services - 487 S 56th Pl	168.94
				PW Ops Center Phone Services - 487 S 56th Pl	224.67
				Union Ridge & 5th St Traffic Light	147.01
			Community Development	RACC Internet Services - 510 Pioneer St Ste B	129.08
				PW Ops Center Internet Services - 487 S 56th Pl	21.45
				PW Ops Center Phone Services - 487 S 56th Pl	28.48
COMCAST - EPAY Total					1,380.82
COMCAST BUSINESS - EPAY	1666	253070056	Genl Govt/Facilities	PW Ops Ethernet - 487 S 56th Pl.	102.97
			Public Works	PW Ops Ethernet - 487 S 56th Pl.	1,898.25
			Community Development	PW Ops Ethernet - 487 S 56th Pl.	126.15
		253070077	Public Safety	PD Ethernet - 101 Mill St. Ste 110	911.23
COMCAST BUSINESS - EPAY Total					3,038.60
CONSOR NORTH AMERICA INC.	3949	W233613WA.00-18	Public Works	08.2025 Eastside Elevated Water Reservoir	35,457.12
		C240750WA.00-17	Public Works	09.2025 Pioneer Widening Construction Mgmt	79,849.34
		W233613WA.00-19	Public Works	09.2025 Eastside Elevated Water Reservoir	32,026.32
CONSOR NORTH AMERICA INC. Total					147,332.78
DEPARTMENT OF LICENSING - EPAY	0154	RG0001907-2025	Genl Govt/Facilities	CPL Fees	18.00
		RG0001905-2025	Genl Govt/Facilities	CPL Fees	18.00
		RG0001908-2025	Genl Govt/Facilities	CPL Fees	18.00
		RG0001906-2025	Genl Govt/Facilities	CPL Fees	18.00
DEPARTMENT OF LICENSING - EPAY Total					72.00
DON GRISWOLD	2761	2761-20251023	Genl Govt/Facilities	12.2025 Santa Hometown Celebration Theater Rental	350.00
DON GRISWOLD Total					350.00
DRUG TESTING ANALYTICS	0981	344578	Public Works	DOT Drug Test	138.70
			Community Development	DOT Drug Test	7.30
DRUG TESTING ANALYTICS Total					146.00
ELCOR INC	2081	MSG-19614	Public Safety	09.2025 IT Services	5,707.41
			Public Works	09.2025 IT Services	8,642.47
			Community Development	09.2025 IT Services	1,808.17
			Information Technology	09.2025 IT Services	7,416.57
		O365-19615	Public Safety	09.2025 GCC Microsoft Teams Premiums	6.32
			Public Works	09.2025 GCC Microsoft Teams Premiums	9.56

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

ELCOR INC	2081	0365-19615	Community Development	09.2025 GCC Microsoft Teams Premiums	2.00
			Information Technology	09.2025 GCC Microsoft Teams Premiums	8.21
		19682	Public Works	Windows Server 2025 Remote Desktop Services - Kast	709.27
			Information Technology	Windows Server 2025 Remote Desktop Services - Kast	236.42
ELCOR INC Total					24,546.40
ERIC L EISEMANN	0485	0485-202509	Community Development	09.2025 Planning Consulting Services	6,930.00
ERIC L EISEMANN Total					6,930.00
EWING IRRIGATION PRODUCTS INC.	2374	27811695	Public Works	Parks Grass Seeds	59.34
		27794743	Public Works	Parks Irrigation Repair Parts	362.74
EWING IRRIGATION PRODUCTS INC. Total					422.08
EXPRESS SERVICES INC.	4012	32975446	Public Works	09.29.2025-10.05.2025 PWOM Admin Temp Services - Proshe	945.00
			Community Development	09.29.2025-10.05.2025 PWOM Admin Temp Services - Proshe	405.00
		32953624	Public Works	09.22.2025-09.28.2025 PWOM Admin Temp Services - Proshe	945.00
			Community Development	09.22.2025-09.28.2025 PWOM Admin Temp Services - Proshe	405.00
EXPRESS SERVICES INC. Total					2,700.00
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC.	3447	4688752	Genl Govt/Facilities	10.2025 PW Bldg Alarm Monitoring Services	6.20
			Public Works	10.2025 PW Bldg Alarm Monitoring Services	114.35
			Community Development	10.2025 PW Bldg Alarm Monitoring Services	7.60
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC. Total					128.15
Goodpaster Troy & Emily	UB*01210	(blank)	Genl Govt/Facilities	Refund Check 012774-000 1205 N Heron Dr	54.26
Goodpaster Troy & Emily Total					54.26
H.D. FOWLER CO. INC.	2036	17143436	Public Works	Water Meter Parts - Valves	1,158.16
H.D. FOWLER CO. INC. Total					1,158.16
HD SUPPLY INC.	3886	INV00843811	Public Works	Shoring Equipment Fluids	256.60
		INV00846603	Public Works	Hydrant Meter Parts - Valves/Nipples	622.34
HD SUPPLY INC. Total					878.94
Heather Fukuchi	UB*00425	(blank)	Genl Govt/Facilities	Refund Check 017485-006 1310 S 6th Way	644.04
Heather Fukuchi Total					644.04
HI-SCHOOL PHARMACY INC	4191	26494-1	Genl Govt/Facilities	PWOM Ratchet Tie/Saw Blade/Metal Hose Shut Off	6.55
			Public Works	PWOM Ratchet Tie/Saw Blade/Metal Hose Shut Off	46.03
HI-SCHOOL PHARMACY INC Total					52.58
HONEY BUCKETS	0223	0555148279	Public Works	10.03.2025-10.30.2025 Davis Park Port-a-Potty	373.00
HONEY BUCKETS Total					373.00
INSLEE BEST DOEZIE & RYDER P.S.	4037	446904	Public Works	Splash Pad Legal Assistance	144.00
INSLEE BEST DOEZIE & RYDER P.S. Total					144.00
INTERCOM LANGUAGE SERVICES CORP.	4187	25-615	Judicial	09.25.2025 Interpreter Service	170.00
INTERCOM LANGUAGE SERVICES CORP. Total					170.00
INTERMEDIA.NET INC.	3804	2510031837	Information Technology	09.2025 Voice Service Charges	88.28
INTERMEDIA.NET INC. Total					88.28
J.J. KELLER & ASSOCIATES INC.	4195	9110587989	Information Technology	Leave Management Software	2,339.26
J.J. KELLER & ASSOCIATES INC. Total					2,339.26
J2 BLUE PRINT SUPPLY CO	0243	AR172656	Council	Council Community Outreach Boyse Park	308.71
J2 BLUE PRINT SUPPLY CO Total					308.71
JANEAN Z PARKER	2199	58	Public Works	09.2025 Legal Services	1,350.00
			Community Development	09.2025 Legal Services	825.00
			Legal	09.2025 Legal Services	4,125.00
JANEAN Z PARKER Total					6,300.00
Jenkins Trina & Fred	UB*01214	(blank)	Genl Govt/Facilities	Refund Check 009274-000 834 N 13th Pl	13.12

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

Jenkins Trina & Fred Total						13.12
JULIETA RUBIO ROMERO	2164	2164-20251027	Finance	2025 Springbrook Conference Meals - Rubio Romero	133.00	
JULIETA RUBIO ROMERO Total						133.00
KILLA BITES	3727	2888	Genl Govt/Facilities	2025 Dragon Boat End of Season Celebration	839.16	
KILLA BITES Total						839.16
King Sandra	UB*01211	(blank)	Genl Govt/Facilities	Refund Check 014961-000 709 N Kemper Loop	65.39	
King Sandra Total						65.39
L.N. CURTIS AND SONS	3075	INV998599	Public Safety	Pink Chevrons	47.83	
L.N. CURTIS AND SONS Total						47.83
LEE KNOTTNERUS	1765	1765-20251023	Human Resources	ICMA Conference Flight Reimb. - Knottnerus	271.18	
			Administration	ICMA Conference Flight Reimb. - Knottnerus	406.77	
LEE KNOTTNERUS Total						677.95
LES SCHWAB GROUP HOLDINGS LLC	4006	43700060886	Public Safety	2020 Ford Explorer 69390D - Tires	254.25	
		43700064045	Public Safety	2025 Ford Interceptor 79327D - Oil Change	119.33	
		42600647303	Public Works	2022 Street Sweeper - Tire Repair	233.49	
		43700063172	Public Safety	2014 Ford Explorer 63636D - Oil Change	126.73	
LES SCHWAB GROUP HOLDINGS LLC Total						733.80
MACKAY SPOSITO CONSTRUCTORS LLC	4129	302	Public Works	09.2025 Pioneer Widening and IQ credit Union Wetlands	5,559.36	
MACKAY SPOSITO CONSTRUCTORS LLC Total						5,559.36
Martinson Anders	UB*01212	(blank)	Genl Govt/Facilities	Refund Check 008567-000 3044 S 3rd Way	18.17	
Martinson Anders Total						18.17
MAUL FOSTER ALONGI INC.	0834	69625	Public Works	09.2025 Park Laundry Site Cleanup & Environmental Services	20,649.77	
MAUL FOSTER ALONGI INC. Total						20,649.77
Mccully Stacey	UB*01215	(blank)	Genl Govt/Facilities	Refund Check 012537-000 3628 S Willow Dr	25.87	
Mccully Stacey Total						25.87
MEGHAN HAMILTON	4165	4165-20251023	Council	PLACES 2025 Conference Mileage - Hamilton	182.70	
MEGHAN HAMILTON Total						182.70
MELISSA M COSGROVE NP LLC	4096	17637	Genl Govt/Facilities	DOT Physical No Show - Melroy	5.00	
			Public Works	DOT Physical No Show - Melroy	45.00	
MELISSA M COSGROVE NP LLC Total						50.00
MES I ACQUISITION INC.	4124	IN2351003	Public Safety	New & Replacement Body Armor - Gibson/King/Thormodsgaard	1,341.79	
MES I ACQUISITION INC. Total						1,341.79
MJB CONSULTING INC	3117	2414	Genl Govt/Facilities	08.2025 State Lobbyist	3,000.00	
		2436	Genl Govt/Facilities	10.2025 State Lobbyist	3,000.00	
MJB CONSULTING INC Total						6,000.00
N&S OREGON INC	4176	IH22431	Public Works	PWSTW Flail Mower Parts	1,025.53	
N&S OREGON INC Total						1,025.53
NAPA AUTO PARTS	0498	494744	Genl Govt/Facilities	PWOM 2019 Ford F-150 66092D - Battery	20.43	
			Public Works	PWOM 2019 Ford F-150 66092D - Battery	143.62	
		496550	Public Works	Truck Light Bulb	14.37	
			Community Development	Truck Light Bulb	0.44	
		495920	Public Works	Terry Rags/Ultra Duty Grease/Fuel Cap - Storm	117.01	
		495324	Public Safety	PD Gator Fuel Filter	7.59	
NAPA AUTO PARTS Total						303.46
NEW DAY PEST MANAGEMENT LLC	4004	14310	Public Works	10.2025 Pest Control - Bennett Hall	107.61	
		14290	Genl Govt/Facilities	10.2025 Pest Control - 109 Division	107.61	
		14285	Genl Govt/Facilities	10.2025 Pest Control - City Hall	107.61	
NEW DAY PEST MANAGEMENT LLC Total						322.83

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

NW NATURAL GAS - EPAY	0315	0315-202509	Genl Govt/Facilities	109 Division PW Shop - Natural Gas	1.58
				487 S 56th PW Ops #A - Natural Gas	1.13
				487 S 56th PW Ops #B - Natural Gas	1.76
				230 Pioneer St City Hall - Natural Gas	23.32
			Public Safety	101 Mill St Police - Natural Gas	79.44
			Public Works	109 Division PW Shop - Natural Gas	28.48
				487 S 56th PW Ops #A - Natural Gas	20.36
				487 S 56th PW Ops #B - Natural Gas	31.85
			Community Development	487 S 56th PW Ops #A - Natural Gas	1.38
			Public Works	109 Division PW Shop - Natural Gas	0.63
				487 S 56th PW Ops #A - Natural Gas	0.45
				487 S 56th PW Ops #B - Natural Gas	0.71
NW NATURAL GAS - EPAY Total					191.09
ONE CALL CONCEPTS INC.	0326	5099106	Public Works	09.2025 Excavation Notifications/Modern Ticket Delivery	260.76
ONE CALL CONCEPTS INC. Total					260.76
ON-HOLD CONCEPTS INC	2217	680416	Information Technology	10.2025 On Hold Music Services	27.95
ON-HOLD CONCEPTS INC Total					27.95
PACIFIC OFFICE AUTOMATION	2710	755418	Genl Govt/Facilities	Q3.2025 Copier Usage - PW Bldg	0.27
				Q3.2025 Copier Usage - PW Shop	4.82
				Q3.2025 Copier Usage - RACC	110.12
				Q3.2025 Copier Usage - City Hall	215.02
			Public Safety	Q3.2025 Copier Usage - PD	239.12
			Public Works	Q3.2025 Copier Usage - PW Bldg	5.07
				Q3.2025 Copier Usage - PW Shop	88.92
			Community Development	Q3.2025 Copier Usage - PW Bldg	0.34
				Q3.2025 Copier Usage - RACC	198.16
PACIFIC OFFICE AUTOMATION Total					861.84
PACIFIC OFFICE AUTOMATION - LEASE	1564	592470054	Genl Govt/Facilities	10.2025 Copier Lease - RACC	243.83
				10.2025 Copier Lease - CH	682.62
			Public Safety	10.2025 Copier Lease - PD	632.01
			Public Works	10.2025 Copier Lease - PWWTR	47.32
			Community Development	10.2025 Copier Lease - RACC	438.79
		592470154	Public Safety	10.2025 Copier Lease - PD	62.75
PACIFIC OFFICE AUTOMATION - LEASE Total					2,107.32
PARKER PACIFIC DEVELOPMENT LLC	3765	4225	Public Works	Damaged Rain Garder Repair	12,609.20
PARKER PACIFIC DEVELOPMENT LLC Total					12,609.20
PATRICK HILDRETH BRAND AND DESIGN	2372	3278	Genl Govt/Facilities	09.2025 General Design - Water Tower Art	31.06
			Public Works	09.2025 General Design - Traffic Calming	838.54
PATRICK HILDRETH BRAND AND DESIGN Total					869.60
PBS ENGINEERING AND ENVIRONMENTAL LLC	0342	25005007-10003	Public Works	08.2025 Royle Road Watermain Extension	1,421.25
PBS ENGINEERING AND ENVIRONMENTAL LLC Total					1,421.25
PELTON INTERACTIVE INC.	4065	23143474	Public Safety	2025 Annual Peloton Commercial Subscription	573.94
PELTON INTERACTIVE INC. Total					573.94
PETERSON MACHINERY CO	1767	SW2A0002136	Public Works	PW Backhoe Repair	2,887.31
PETERSON MACHINERY CO Total					2,887.31
PETTY CASH	0495	0495-20251007	Genl Govt/Facilities	Petty Cash Reimbursement	8.00
PETTY CASH Total					8.00
PFEIFERS MOBILE CONCRETE LLC	3800	4881	Public Works	Sidewalk Repair Concrete	455.45

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

PFEIFERS MOBILE CONCRETE LLC Total					455.45
PORTLAND ENGINEERING INC	2082	13251	Public Works	09.2025 Q178V Ridgefield Cellular Telemetry	228.27
PORTLAND ENGINEERING INC Total					228.27
Pulte Homes of Washington Inc	UB*01218	(blank)	Genl Govt/Facilities	Refund Check 017485-006 8705 S 4th Way	2.31
Pulte Homes of Washington Inc Total					2.31
Riparia Environmental	UB*01216	(blank)	Genl Govt/Facilities	Refund Check 017405-000 Hydrant Meter 6th Pl & Timm Rd	255.92
Riparia Environmental Total					255.92
Rotschy Inc	UB*01217	(blank)	Genl Govt/Facilities	Refund Check 010953-027 Hydrant Meter S Discovery Dr & S 6th Way SW corner	30.03
Rotschy Inc Total					30.03
Simonelli Amanda	UB*01213	(blank)	Genl Govt/Facilities	Refund Check 011650-001 4135 S Canyon View Cir	216.65
Simonelli Amanda Total					216.65
SPRINGBROOK - GROUP EPAY	3544	251021926	Public Works	09.2025 UB Web Payments	1,214.31
SPRINGBROOK - GROUP EPAY Total					1,214.31
SPRINGBROOK SOFTWARE LLC	3444	INV-021839	Public Works	09.2025 Customer Web Payments	4,047.92
SPRINGBROOK SOFTWARE LLC Total					4,047.92
STATE OF WA DEPARTMENT OF REVENUE - EPAY	0156	0-049-013-640	Genl Govt/Facilities	09.2025 Monthly B&O and Excise Tax	603.26
			Public Works	09.2025 Monthly B&O and Excise Tax	37,554.49
STATE OF WA DEPARTMENT OF REVENUE - EPAY Total					38,157.75
STERICYCLE INC	2504	8012167315	Genl Govt/Facilities	09.2025 Secure Shredding - PW Bldg	5.50
			Public Works	09.2025 Secure Shredding - PW Bldg	101.33
			Community Development	09.2025 Secure Shredding - PW Bldg	6.73
		8012221668	Genl Govt/Facilities	09.2025 Secure Shredding - RACC	11.88
				09.2025 Secure Shredding - CH	64.60
			Public Safety	09.2025 Secure Shredding - PD	56.86
			Community Development	09.2025 Secure Shredding - RACC	21.40
STERICYCLE INC Total					268.30
THE MASTER'S TOUCH LLC	1786	P97636	Public Works	10.2025 Delinquent Notices - Postage	408.21
		97612	Public Works	09.2025 UB Final Bills	190.98
		P97612	Public Works	09.2025 UB Final Bills - Postage	30.34
		97636	Public Works	10.2025 Delinquent Notices	264.08
THE MASTER'S TOUCH LLC Total					893.61
THE PAPE' GROUP INC.	3486	368182	Public Works	Trailer Mounted Air Compressor	30,588.18
THE PAPE' GROUP INC. Total					30,588.18
THE PARR COMPANY	0964	736230	Public Works	Street Sign Installation Concrete	10.70
THE PARR COMPANY Total					10.70
THOMAS ERAZO	4093	4093-20251023	Public Safety	Field Training Officer Mileage Erazo	184.80
THOMAS ERAZO Total					184.80
TOWNZEN & ASSOCIATES INC.	3450	25-099	Community Development	09.2025 Structural	600.00
				09.2025 Building Plan Reviews	5,318.32
TOWNZEN & ASSOCIATES INC. Total					5,918.32
TRACY BLEHM	0809	0809-20251023	Human Resources	PSHRA Conference Hotel & Transportation Reimb. - Blehm	444.04
TRACY BLEHM Total					444.04
TRAFFIC SAFETY SUPPLY CO INC.	0432	INV084900	Genl Govt/Facilities	Pedestrian Symbol Sign	(14.76)
			Public Works	Pedestrian Symbol Sign	184.36
		INV084899	Genl Govt/Facilities	Parking Only Left/Right Sign	(4.57)
			Public Works	Parking Only Left/Right Sign	57.07
TRAFFIC SAFETY SUPPLY CO INC. Total					222.10
TRANSPORTATION SOLUTIONS INC.	4155	20193	Community Development	09.2025 TIA Review - Royle Ridge East PLZ-25-0080	1,318.50

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

TRANSPORTATION SOLUTIONS INC.	4155	20194	Community Development	09.2025 Urban Trails/Legacy Trails Trip Generation COM-25-0074	363.00	
		20192	Community Development	09.2025 TIA Review - Marx Property PLZ-25-0059	864.00	
		20195	Community Development	09.2025 View Ridge Estates Scoping Memo PLZ-25-0068	363.00	
		20185	Community Development	09.2025 TIA Review - Carty Road Subarea C2025-021	8,756.00	
TRANSPORTATION SOLUTIONS INC. Total					11,664.50	
UNIFIRST CORPORATION	3904	2240272939	Genl Govt/Facilities	10.07.2025 PWO&M Uniforms	11.48	
				10.07.2025 PW Bldg Floor Mats	2.98	
			Public Works	10.07.2025 PWO&M Uniforms	80.71	
				10.07.2025 PW Bldg Floor Mats	54.89	
				10.07.2025 PWSTW Uniforms	55.69	
				10.07.2025 PWWTR Uniforms	250.69	
			Community Development	10.07.2025 PW Bldg Floor Mats	3.65	
				10.07.2025 PWSTW Uniforms	2.93	
				10.07.2025 PWWTR Uniforms	13.19	
		2240270083	Genl Govt/Facilities	09.30.2025 PW Bldg Floor Mats	2.98	
				09.30.2025 PWO&M Uniforms	15.71	
			Public Works	09.30.2025 PW Bldg Floor Mats	54.91	
				09.30.2025 PWO&M Uniforms	110.51	
				09.30.2025 PWWTR Uniforms	47.27	
				09.30.2025 PWSTW Uniforms	55.69	
			Community Development	09.30.2025 PW Bldg Floor Mats	3.65	
				09.30.2025 PWWTR Uniforms	2.49	
				09.30.2025 PWSTW Uniforms	2.93	
		2240272517	Genl Govt/Facilities	10.07.2025 Floor Mats - CH	20.77	
		2240272514	Genl Govt/Facilities	10.07.2025 Floor Mats - RACC	4.96	
			Community Development	10.07.2025 Floor Mats - RACC	8.92	
		2240270055	Genl Govt/Facilities	09.30.2025 Floor Mats - RACC	4.96	
			Community Development	09.30.2025 Floor Mats - RACC	8.92	
		2240270060	Genl Govt/Facilities	09.30.2025 Floor Mats - CH	20.77	
		2240270070	Public Safety	09.30.2025 Floor Mats - PD	47.43	
		2240272522	Public Safety	10.07.2025 Floor Mats - PD	47.43	
UNIFIRST CORPORATION Total					936.51	
VAIRKKO TECHNOLOGIES LLC	3699	31589	Genl Govt/Facilities	10.2025 PD Scheduling Software	(15.49)	
			Public Safety	10.2025 PD Scheduling Software	193.49	
VAIRKKO TECHNOLOGIES LLC Total					178.00	
VANCOUVER BOLT AND SUPPLY	0447	VA-235248	Public Works	Plug-Dryseal/Screws/Washers - Water	81.95	
VANCOUVER BOLT AND SUPPLY Total					81.95	
VERIZON WIRELESS - EPAY	0452	6124677382	Genl Govt/Facilities	PW iPads	10.35	
				Events iPads	164.21	
			Public Safety	PD iPads & MDCs	780.83	
			Public Works	PW iPads	898.60	
			Community Development	PW iPads	159.48	
				Code Enforcement iPads	41.12	
				CDD iPads	410.97	
			Council	Council iPads	328.73	
			Finance	Finance iPads	41.13	
			Administration	Admin iPads	123.38	
		6124677384	Genl Govt/Facilities	Public Works Engineering & UB Cellphones	70.47	

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

VERIZON WIRELESS - EPAY	0452	6124677384	Genl Govt/Facilities	General Cellphones	45.52
				HR Cellphones	91.04
			Public Safety	PD Cellphones	820.04
			Public Works	Public Works Engineering & UB Cellphones	1,235.45
			Community Development	Public Works Engineering & UB Cellphones	104.87
				Building Inspectors & Permitting Cellphones	637.96
				Code Enforcement Cellphone	45.52
			Council	Council Cellphones	45.52
			Finance	Public Works Engineering & UB Cellphones	2.36
				Finance Cellphones	91.04
			Administration	Admin Cellphones	182.08
				Public Works	Hillhurst Ped Crossing
VERIZON WIRELESS - EPAY Total					6,475.84
WA OFFICE OF SECRETARY OF STATE	1016	2616	Genl Govt/Facilities	Archive Boxes	108.70
WA OFFICE OF SECRETARY OF STATE Total					108.70
WALLIS ENGINEERING PLLC	0464	18293	Public Works	09.2025 Gee Creek Loop Improvements	96.25
WALLIS ENGINEERING PLLC Total					96.25
WALTER E. NELSON COMPANY	3553	1974397	Genl Govt/Facilities	Sanitary Products - CH	64.14
WALTER E. NELSON COMPANY Total					64.14
WASHINGTON CITIES INSURANCE AUTHORITY	0732	200620	Public Works	WCIA Parks Forum Training No Show - Crownhart	25.00
		200621	Human Resources	Workplace Free of Harassment & Dicrimination - Knottnerus No Sho	20.00
			Administration	Workplace Free of Harassment & Dicrimination - Knottnerus No Sho	30.00
WASHINGTON CITIES INSURANCE AUTHORITY Total					75.00
WASHINGTON STATE TREASURER	0642	0642-Q3.2025	Community Development	Q3.2025 Building Code Fees	1,426.00
WASHINGTON STATE TREASURER Total					1,426.00
WATERSHED ALLIANCE OF SOUTHWEST WASHINGT	3284	RID-3RDQTR2025	Genl Govt/Facilities	Q3.2025 Horns Corner Park Design	3,027.09
WATERSHED ALLIANCE OF SOUTHWEST WASHINGTON Total					3,027.09
WELLS FARGO - EPAY	1681	202509-9687	Genl Govt/Facilities	Moore Amazon Soap/Laminator Sheets/HDMI Cord - Pw Building	3.02
				Moore Amazon Pens - Pw Building	0.53
				Moore Amazon Notebooks/Copy Paper - Pw Building	3.25
				Moore Amazon Ipad Protectors - PW Cap	0.30
				Moore Amazon Printer Ink - Thamert	9.12
				Moore Amazon Chemical Resistant Labels - Pw O&M	6.33
				Moore Amazon Wall Clock - Pw Building	1.84
				Moore Amazon Notebooks - Pw Building	0.67
				Moore Amazon Pens - CH	4.63
				Moore Amazon Craft Supplies - October 1Sat	79.54
				Moore Amazon Printable Business Cards - CH	5.85
				Moore Amazon Sign/Hazard Tape/Batteries - CH	54.41
				Moore Comcast Xfinity TMI Suite 210 Internet	206.01
				Moore Amazon Craft Sticks - October 1Sat	74.56
				Moore Amazon Laminating Sleeves - CH	16.13
				Moore Amazon Soap/Clorox Wipes/Signs/Tablecloth - CH	70.53
				Moore Amazon Fire Extinguisher Bracket/Sign - CH	59.45
				Moore Amazon Certificate Holders - CH	17.54
				Moore Amazon Craft Supplies - September 1Sat	191.90
			Public Safety	Moore Amazon Pens/Paper/Stickers - PD	53.62
				Moore Amazon Dry Erase Board - PD	22.07

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

WELLS FARGO - EPAY

1681

202509-9687

Public Safety

Moore Amazon Mag Pouch/Toe Guards - PD 26.05

Moore Amazon Phone Case - PD 15.48

Moore Amazon Keychain/Stain Remover/Fender - PD 37.48

Moore Amazon Padlocks - PD 239.07

Moore Amazon Wire Rings/Dry Erase Tape/Bolts - PD 35.31

Moore Amazon Pens/Letter Stickers - PD 18.25

Public Works

Moore Amazon Soap/Laminator Sheets/HDMI Cord - Pw Building 55.86

Moore Amazon Pens - Pw Building 9.81

Moore Amazon Notebooks/Copy Paper - Pw Building 60.12

Moore Amazon Ipad Protectors - PW Cap 6.03

Moore Amazon Printer Ink - Thamert 155.13

Moore Amazon Chemical Resistant Labels - Pw O&M 44.49

Moore Amazon Stylus - Lange 22.82

Moore Amazon Wall Clock - Pw Building 33.93

Moore Amazon Webcam - PW Building 26.12

Moore Amazon Notebooks - Pw Building 12.35

Moore Amazon Flashlights - Water/Storm 120.18

Moore Amazon Manhole Hooks - Water/Storm 252.40

Moore Amazon Wheeled Marking Wands - Water/Storm 160.84

Moore Amazon Push Light - Water/Storm 10.32

Moore Amazon Socket Wrench Set/Boot Dryer - Storm 97.77

Moore Amazon Phone Cases - Storm 16.24

Moore Amazon Leveling Rod - Storm 52.17

Community Development

Moore Amazon Paperclips/Pens/Folders - Racc 121.39

Moore Amazon Soap/Laminator Sheets/HDMI Cord - Pw Building 3.71

Moore Amazon Pens - Pw Building 0.65

Moore Amazon Notebooks/Copy Paper - Pw Building 4.00

Moore Amazon Ipad Protectors - PW Cap 13.24

Moore Amazon Printer Ink - Thamert 18.25

Moore Amazon Stylus - Lange 9.78

Moore Amazon Wall Clock - Pw Building 2.25

Moore Amazon Webcam - PW Building 2.41

Moore Amazon Notebooks - Pw Building 0.82

Moore Amazon Binder Clips - Racc 25.64

Moore Amazon Kleenex - Racc 23.08

Moore Amazon Printer Ink - CDD Inspectors 72.30

Moore Amazon Phone Cases - CDD Inspectors 32.56

Moore Amazon Organizer - CDD Inspector 16.02

Council

Moore Amazon Bracelets/Bike Lights/Bells - Council Outreach 151.71

Finance

Moore Amazon Paperclips/Pens/Folders - Racc 67.43

Moore Amazon Binder Clips - Racc 14.24

Moore Amazon HDMI Cable - Finance 5.42

Moore Amazon Kleenex - Racc 12.82

Moore Amazon Laptop Bag - Finance 28.04

Moore Amazon Receipt Books - Finance 19.56

Information Technology

Moore Amazon Webcam - PW Building 12.03

202509-4870

Public Works

Johnson WA DOL Licesing & Reg Trailer - Water & Storm 57.00

Finance

Johnson The Columbian Monthly Newspaper Subscription 15.00

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

WELLS FARGO - EPAY	1681	202509-4870	Finance	Johnson WFOA Federal Award Requirements Webinar	125.00
		202509-5756	Genl Govt/Facilities	Rubio Water Delivery Svcs - Pw Bldg	7.91
				Rubio Amazon Web Audio Backup - WA Sales Tax	(0.05)
				Rubio Water Delivery Service - Racc	74.13
				Rubio Blink Security Camera Recording Software - CH	108.70
			Public Safety	Rubio Siptrunk Inc Telephone Service - PD	231.96
			Public Works	Rubio Water Delivery Svcs - Pw Bldg	145.78
				Rubio Apple.ComTimestamp Camera License - Storm	5.42
			Community Development	Rubio Water Delivery Svcs - Pw Bldg	9.68
				Rubio Water Delivery Service - Racc	133.39
			Finance	Rubio WFOA Public Funds Investing - Rubio	75.00
				Rubio Courtyard By Marriott Bellevue WFOA Annual Conf. - Rubio	951.69
				Rubio WFOA 2025 Membership - Rubio	75.00
				Rubio WFOA Thwarting ACH Fraud Training - Finance	75.00
				Rubio WFOA Schedule 06 Training - Rubio	25.00
				Rubio Springbrook Software 2025 Conference Reg - Rubio	795.00
				Rubio Parkwhiz Inc. WFOA Conf. Parking - Rubio	113.95
			Information Technology	Rubio Adobe Software - Communications	76.08
				Rubio Zoom.Com Meeting Platform	69.56
				Rubio Amazon Web Audio Backup	0.65
				Rubio Spotify Music Services - CH & Events	13.03
		202509-9437	Genl Govt/Facilities	Steele-Hoots Tactical LLC Work Boots WA Sales Tax	(19.18)
			Public Safety	Steele-Hoots Axon BWC Mounts/Disconnect Cords - PD	195.66
				Steele-Hoots ODOT DMV Background Investigations - PD	13.00
				Steele-Hoots DicksSporting Goods Work Boots - Officer Erazo	260.87
				Steele-Hoots Police Records & Info Redaction Records - PD	133.00
				Steele-Hoots The Fire Center Work Boots - Sgt. Marvitz	499.10
				Steele-Hoots The Fire Center Work Boots Refund - Sgt. Marvitz	(249.55)
				Steele-Hoots Glock Professional Glock Armory Class - Detective	300.00
				Steele-Hoots Tactical LLC Work Boots - Officer Marvitz	239.67
				Steele-Hoots The Fire Center Work Boots Refund - Sgt. Marvitz	(249.55)
				Steele-Hoots TLO Transunion Background Investigations - PD	107.18
		202509-9102	Genl Govt/Facilities	Allen Customsigns.Com Nameplate - Lily Proshe	2.94
			Public Works	Allen Customsigns.Com Nameplate - Lily Proshe	19.11
			Human Resources	Allen Costco By In Car Snacks - Wellness	404.99
				Allen Starbucks Coffee - September All Hands	43.48
				Allen Instacart Breakfast Items - September All Hands	176.76
				Allen Costco By Instacar Snacks - Wellness	379.46
				Allen Costco By In Car Breakfast Items - September All Hands	58.03
		202509-0794	Human Resources	Knottnerus Places 2025 WA Main St Conf. Cancellation Refund	(95.54)
				Knottnerus Authentic Development Leadership Webinar - Knottnerus	59.60
				Knottnerus CPS HR Mastering Supervision Training - Knottnerus	80.00
			Council	Knottnerus Places 2025 Historic Preservation - Councilors	41.81
				Knottnerus Places 2025 Historic Preservation Refund - Coucilors	(40.00)
			Administration	Knottnerus Places 2025 WA Main St Conf. Cancellation Refund	(143.31)
				Knottnerus Authentic Development Leadership Webinar - Knottnerus	89.40
				Knottnerus CPS HR Mastering Supervision Training - Knottnerus	120.00
		202509-7002	Genl Govt/Facilities	Thamert Country Cafe Lunch - Thamert/Melroy	3.61

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

WELLS FARGO - EPAY

1681

202509-7002	Genl Govt/Facilities	Thamert Cameo Cafe Monthly Pw Directors Breakfast - Thamert	0.72
	Public Works	Thamert Country Cafe Lunch - Thamert/Melroy	42.07
		Thamert Cameo Cafe Monthly Pw Directors Breakfast - Thamert	12.20
	Community Development	Thamert Country Cafe Lunch - Thamert/Melroy	2.41
		Thamert Cameo Cafe Monthly Pw Directors Breakfast - Thamert	1.44
202509-0187	Public Works	Melroy Concrete Specialty Supply Concrete Edger	23.20
		Melroy Westside Concrete Accessories Streets Tools	799.26
		Melroy Westside Concrete Accesories Sidewalks Install Supplies	145.65
202509-6868	Public Works	Mulderig Tractor Supply Muck Boots - Cooney	173.91
		Mulderig Tractor Supply Hammer Shovels - Storm	171.71
		Mulderig CWT Training Academy CescI Certification - Coone	434.80
		Mulderig Soha Sign Co Please Scoop Signs-Stakes - Storm	674.56
202509-6996	Genl Govt/Facilities	Demoss Newspapers.Com Archive 6 Month Subscription	(0.68)
		Demoss Branded Promo Bike Bells Boyse Park Event Tax - Council	(21.75)
	Public Safety	Demoss Sticker Mule Pink Patch Stickers - PD	139.14
	Human Resources	Demoss Shutterfly Retirement Gift - J. Strickler	193.45
	Council	Demoss Currency Conversion Bank Fee Branded Promo Bike Bells	2.50
		Demoss Branded Promo Bike Bells Boyse Park Event - Council	271.75
		Demoss Canva Youth Commission Recruitment Cards - Council	30.00
	Administration	Demoss Drone Photo & Video Of Pioneer Widening Project	543.50
		Demoss Digital Day Digital Conf. Registration - Demoss	50.00
		Demoss The Columbian Monthly Newspaper Subscription - Comm	12.50
		Demoss La Catrina Lunch Admin Interviews - Sennett/Demoss	33.40
		Demoss CPS HR Leadership Training - Demoss	200.00
	Information Technology	Demoss Newspapers.Com Archive 6 Month Subscription	81.42
		Demoss Mirage Captions Software - Communications	9.99
202509-7051	Genl Govt/Facilities	Blehm WSU Extension Pesticide License Study Material - Klopman	5.66
		Blehm Lucid Annual Software Renewal WA Sales Tax	(0.98)
		Blehm USPS Postage Stamps - HR	78.00
		Blehm Lucid Annual Software Renewal - Safety Evacuation	117.40
	Public Works	Blehm WSU Extension Pesticide License Study Material - Klopman	32.08
	Human Resources	Blehm SHRM Annual Membership - Blehm	299.00
		Blehm PSHRA Public Sector HR 2025 Conf. Registration - Blehm	999.00
202509-5997	Genl Govt/Facilities	Sampson Hydraulic Vertical Shoring Equipment Tool - Storm	(13.76)
		Sampson Hydraulic Vertical Shoring Equipment Tool Tax - Water	(13.76)
	Public Works	Sampson Woodland Ace Hardware Bolt - Water	11.42
		Sampson Tractor Supply Rope - Parks	121.69
		Sampson Tractor Supply Trailer Hitch-Electrical Connector	59.76
		Sampson Evergreen Rural Water Water Certification Exam - Sampson	425.00
		Sampson Air Marketing Group LLC De-Humidifier - Water	1,304.40
		Sampson Hydraulic Vertical Shoring Equipment Tool - Water/Storm	343.89
202509-4252	Genl Govt/Facilities	Blake Uline Conference Room Tables - Pw Building	30.49
	Public Works	Blake Uline Conference Room Tables - Pw Building	563.72
	Community Development	Blake Uline Conference Room Tables - Pw Building	37.47
202509-9059	Genl Govt/Facilities	Stuart Cellar 55 Wine Storage Annual Wine Storage Fee	1,320.00
	Executive	Stuart In-N-Out Ridgefield Mtg with Commercial Developer	2.50
		Stuart Rosauers Mtg City Councilors Re: Issues & Agenda	8.04
		Stuart Farrars Bistro Mtg w/ Legislator Re; City Policy	45.47

Claims Payment Report
For Approval on:
October 23rd, 2025

Page 15 of 212

City of Ridgefield

Claims Payment Report

For Approval on:

October 23rd, 2025

WESTERN UNITED CIVIL GROUP LLC	3743	C2025-030-1	Public Works	09.2025 Boyse Park Pump Track	119,457.22
WESTERN UNITED CIVIL GROUP LLC Total					119,457.22
WEX BANK - EPAY	3552	107828421	Genl Govt/Facilities	PW Fuel	311.01
			Public Safety	PD Fuel	3,931.47
			Public Works	PW Fuel	4,947.15
			Community Development	PW Fuel	1,180.93
				CDD Fuel	597.35
WEX BANK - EPAY Total					10,967.91
WILCO FARM STORE	0655	739845-6	Public Works	Shoring Trailer Equipment - Bungee Cord & Ladder	182.44
		739823-6	Public Works	PWSTW Roundup/Rodenticide/Fasteners	144.86
WILCO FARM STORE Total					327.30
WOODLAND SAW AND CYCLE INC.	2223	4379	Public Works	Parks Stihl Trimmer Head Spring Mount	21.54
		4392	Public Works	Streets New Chain Saw	475.84
				Parks Pole Saw Repair	157.45
WOODLAND SAW AND CYCLE INC. Total					654.83
WSP USA INC.	3338	40258866	Public Works	09.2025 S 35th Ave Extension/Gee Creek Environmental Planning	7,688.28
WSP USA INC. Total					7,688.28
ZENNER USA INC	3354	0105448-IN	Genl Govt/Facilities	3 Hydrant Meters	(10.56)
			Public Works	3 Hydrant Meters	2,960.61
ZENNER USA INC Total					2,950.05
Grand Total					924,515.08

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 23, 2025

AGENDA ITEM NAME: Approval of Minutes from the October 2, 2025 and October 9, 2025 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. 10-02-2025
2. 10-09-2025



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
OCTOBER 2, 2025**

Special Meeting - 4:00 PM

I. SPECIAL MEETING - 4:00 P.M.

Present:

Mayor Matt Cole
Mayor Pro Tem Judy Chipman
Council Member Lee Wells
Council Member Clyde Burkle
Council Member Katie Favela
Council Member Rian Davis
Council Member Meghan Hamilton

1. Study Session: 2026 Budget - Personnel, Initiatives and Capital Projects - Kirk Johnson, Finance Director

The City Council discussed personnel requests, initiatives, and capital projects in preparation for the 2026 budget.”

2. Executive Session pursuant to RCW 42.30.110(1)(g): To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee

5:22PM - The City Council entered into executive session pursuant to RWC 42.30.110(1)(g). The session will last until 5:45PM and action to be taken after the session.

Attendees: Mayor, City Council, Deputy City Manager Lee Knottnerus.

5:43PM - Deputy City Manager announced that City Council will continue the executive session until 5:55PM.

5:55PM - The Deputy City Manager announced that the City Council would extend the executive session until 6:05 PM. City Manager Steve Stuart entered the session.

6:05PM -The Mayor announced that City Council will continue the executive session until 6:15PM.

6:15PM - The Mayor reconvened the meeting.

3. Discussion and potential action may occur in open session following the executive session

Note: Pursuant to his employment agreement, Ridgefield City Manager Steve Stuart is entitled to a salary

increase and merit-based bonus on an annual basis. City Council established goals and specific criteria for Steve Stuart to complete during the April 15, 2024 to April 14, 2025 evaluation period to determine the amount of the merit-based bonus. The goals are above and beyond regular job duties and have specific measurable outcomes.

MOTION: MOVED TO INCREASE CITY MANAGER STEVE STUART'S SALARY BY 7.5%, ALONG WITH A MERIT BONUS OF \$20,000.

RESULT:	(UNANIMOUS)
MOVER:	Mayor Pro Tem Chipman
SECONDER:	Council Member Davis
AYES:	Mayor Cole, Council Member Wells, Mayor Pro Tem Chipman, Council Member Burkle, Council Member Favela, Council Member Davis, Council Member Hamilton

II. ADJOURN

6:16PM

Julie Ferriss, City Clerk

Matt Cole, Mayor



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
OCTOBER 9, 2025**

Regular Meeting - 6:30 PM

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

- 1. Flag Salute**
- 2. Roll Call**

Present:

Council Member Lee Wells
Mayor Pro Tem Judy Chipman
Council Member Clyde Burkle
Council Member Katie Favela
Council Member Rian Davis
Council Member Meghan Hamilton - Attended via Zoom

Absent:

Mayor Matt Cole

MOTION: COUNCIL MEMBER DAVIS MOVED TO EXCUSE MAYOR COLE FROM THE MEETING.
SECOND: COUNCIL MEMBER BURKLE.
MOTION PASSED.

- 3. Late changes to the agenda**

II. PROCLAMATION

- 1. Breast Cancer Awareness Month**

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 [City Council Meeting Audio Files | Ridgefield, WA \(ridgefieldwa.us\)](#).

IV. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Davis
SECONDER:	Council Member Burkle
AYES:	Council Member Wells, Mayor Pro Tem Chipman , Council Member Burkle, Council Member Favela, Council Member Davis, Council Member Hamilton

1. **Approval of Claims And/Or Payroll**
2. **Approval of Minutes from the September 18, 2025 & September 25, 2025 Meeting**
3. **Approval to Submit CDBG Grant Application for Hayden Park**
4. **Interlocal Agreement Between the Cities of Ridgefield and La Center for Code Enforcement Services**

V. PRESENTATION

1. **Pink Patch Presentation - Cathy Doriot, Police Chief**
2. **Police Department Body Camera Presentation - Cathy Doriot, Police Chief**
3. **Workforce as Economic Infrastructure: What It Means for the City of Ridgefield - Darcy Hoffman, Director of Business Services and Nolan Yaws-Gonzalez, Associate Director of Programs**

Representatives from Workforce Southwest Washington provided an update to City Council.

4. **Bee City USA: Process, Requirements, and Considerations - Corey Crownhart, Park Manager**

Staff presented the Bee City USA process and requirements and received feedback from City Council.

VI. BUSINESS

1. **Second Reading of Ordinance No. 1459 — Adoption of a Public Safety Sales Tax - Kirk Johnson, Finance Director**

Staff presented an ordinance for consideration to adopt a 0.1% sales and use tax authorized under HB 2015 to support ongoing criminal justice needs. The new law also establishes a grant program to help hire and train new officers. If adopted, the sales tax would be retained entirely by the City, less a small administrative fee from DOR. To implement the tax by January 1, 2026, notification to DOR must be submitted by October 18, 2025.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1459 AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Burkle
SECONDER:	Council Member Favela
AYES:	Council Member Wells, Mayor Pro Tem Chipman, Council Member Burkle, Council Member Favela, Council Member Davis, Council Member Hamilton

2. **First Reading of Ordinance No. 1461 - Amendments to RMC Chapter 5.04 Business Licenses and Regulations - Kirk Johnson, Finance Director**

Staff presented an ordinance updating the City's business license provisions to align with the state's model business license requirements. The update increases the out-of-city business exemption threshold

from \$2,000 to \$4,000 effective January 1, 2026, and establishes automatic CPI-based adjustments every four years. The ordinance incorporates these state-mandated changes and provides the required notice for implementation through the state’s business licensing system.

MOTION: MOVED TO WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 1461 AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Wells
SECONDER:	Council Member Favela
AYES:	Council Member Wells, Mayor Pro Tem Chipman , Council Member Burkle, Council Member Favela, Council Member Davis, Council Member Hamilton

VII. PUBLIC HEARING/BUSINESS

1. Public Hearing and First Reading of Ordinance No. 1462 - MAJ Boschma RMUO Zone Change - Claire Lust, Community Development Director

Staff presented a zone change application for Assessor’s Parcel Numbers 214224000, 214232000, and 213957000 (MAJ Boschma) to add the Ridgefield Mixed Use Overlay (RMUO) to approximately 9.26 acres. The overlay would allow future mixed commercial and multifamily residential development, whereas only commercial uses are currently permitted. The site is currently vacant and contains mapped critical areas in the southwest portion. Any future development under the RMUO would be subject to a Type III master planning process, including notice to nearby property owners and a public hearing before the Hearing Examiner. The Planning Commission discussed the proposal, noting support for potential affordable housing and concerns about preserving commercial space for large employers, and voted 4-1 to recommend approval to City Council. City Council conducted a discussion on the proposal and held a public hearing.

Mayor Pro Tem Chipman opened the public hearing at 8:04 p.m. No testimony was received. The public hearing was closed by Mayor Pro Tem Chipman at 8:05 p.m.

VIII. 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 [City Council Meeting Audio Files | Ridgefield, WA \(ridgefieldwa.us\)](#).

IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

Council Member Burkle attended the First Saturday event, recognized the downtown trees lit in pink for Breast Cancer Awareness Month, attended the Port of Ridgefield meeting, and provided a reminder for the Green Bag Project to leave out food for pickup.

Council Member Wells attended a City Manager briefing and the open house at the Paradise Point subdivision.

Council Member Favela recognized Ridgefield Police and Officer Debiak for their work on the Pink Patch

Project and attended the Clark Cowlitz Fire Rescue meeting.

Council Member Davis attended and presented an award at Clark County's 25th Annual Celebration of National Disability Employment Awareness Month.

Council Member Hamilton is currently attending the PLACES Conference and also attended meetings of the Chamber, Youth Commission, and Main Street Board.

2. Mayor

3. City Manager

City Manager Steve Stuart reminded Council that the Boyse Park Groundbreaking Neighborhood Event will be held next Wednesday from 4-6 p.m. and provided an update on the Splash Pad project.

Public Works Director Ryan Thamert presented an update on the Water Conservation Strategy Plan.

PW Infrastructure Deputy Director Miiranda Lange provided an update on the Pioneer Widening Project.

Deputy City Manager Lee Knottnerus reported that recruitment is underway for the Youth Commission and other Boards and Commissions.

Community Development Director Claire Lust is currently attending a conference.

X. ADJOURN

8:29PM

Julie Ferriss, City Clerk

Matt Cole, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 23, 2025

AGENDA ITEM NAME: Ridgefield Main Street Update

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

BUDGET/FINANCIAL IMPACTS:

RECOMMENDED ACTION OR MOTION:

STAFF CONTACT: Marykay Lamoureaux, Executive Director

ATTACHMENTS:

None

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 23, 2025

AGENDA ITEM NAME: Motion to Approve Use & Maintenance Agreements with Indirect Recreational Program Providers

GOVERNING LEGISLATION

RMC 8.18 - PARKS AND TRAILS RULES AND REGULATIONS

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

The City of Ridgefield partners with local recreational service providers to deliver youth sports and community programming through indirect service agreements rather than through direct City operations. This model, common among agencies of Ridgefield's size and maturity, allows the City to focus on providing and maintaining quality facilities while enabling established organizations such as Ridgefield Little League and Pacific Soccer Club to deliver enriching recreational opportunities to the community.

The proposed Use and Maintenance Agreements represent a routine update to the existing agreements originally adopted in 2019. These renewals formalize continued partnerships with Ridgefield Little League and Pacific Soccer Club for the shared use, scheduling, and maintenance of City athletic fields and facilities.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

To move for the approval of these Use & Maintenance Agreements:

"I move to approve the Use & Maintenance Agreements with Ridgefield Little League and Pacific Soccer Club as presented."

STAFF CONTACT: Corey Crownhart, Park Manager

ATTACHMENTS:

1. Exhibit A - Abrams Park Priority User Flat Rate Schedule - 2025.10.13
2. Exhibit B - Abrams Park Reservable Space Map
3. Exhibit C - RORC Shared Use Agreement

4. Exhibit D - RORC Reservable Space Map
5. FINAL_2025 Use Agreement - PSC - 2025.10.22
6. FINAL_2025 Use Agreement - RLL - 2025.10.22
7. CC2025.10.23 - Use Agreement Recreation - 2025.10.22



Abrams Park Priority User Flat Rate Schedule

Parks, Trails, and Recreation Division - City of Ridgefield

Adopted: [TBD]

Overview

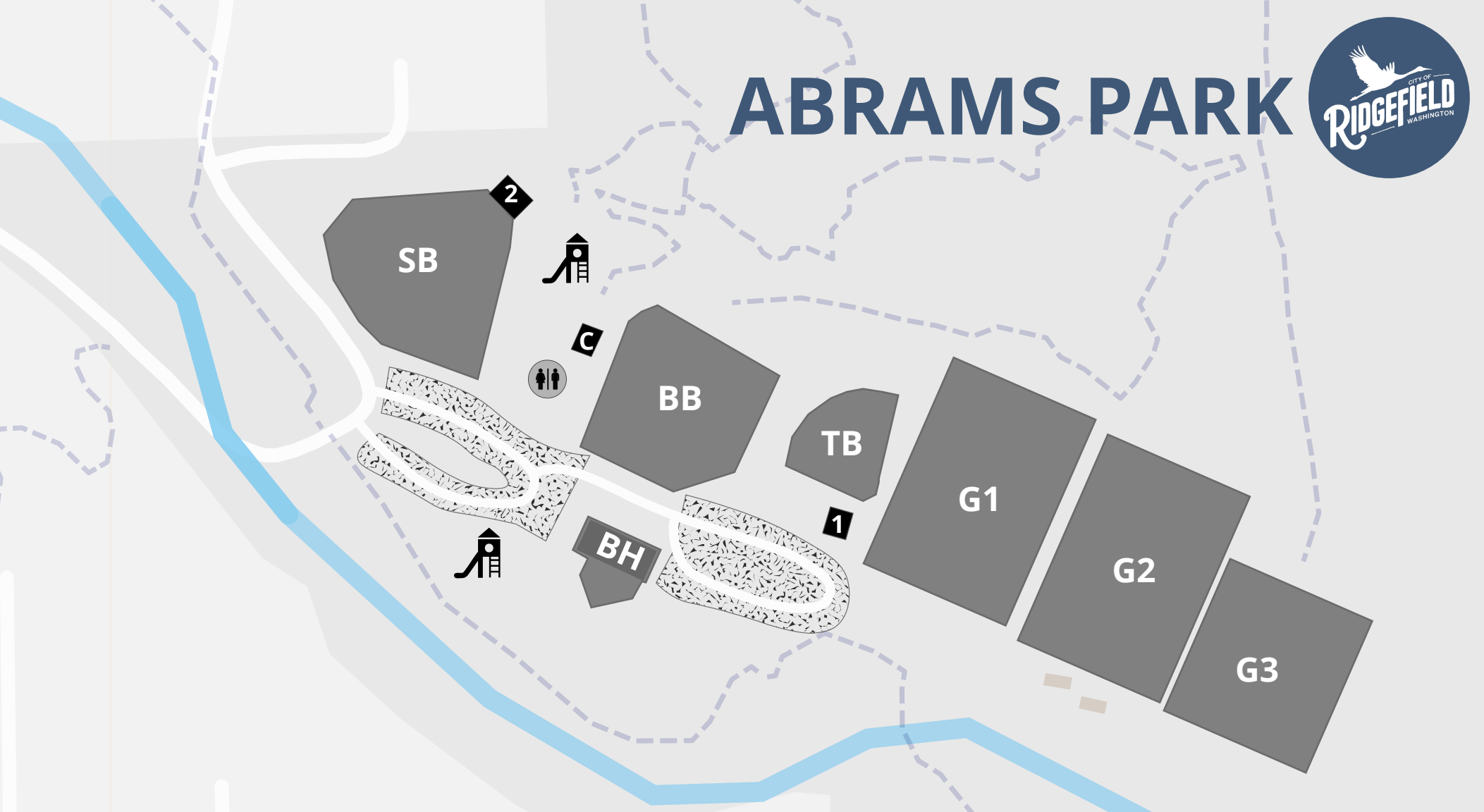
This Flat Rate Schedule establishes the annual facility use fee applicable to the Priority User for athletic fields within Abrams Park. The rate structure, detailed in the table below, applies to the designated athletic facilities identified in the Abrams Park Reservable Space Map.

This rate provides for recurring reservation privileges for practices, games, and other approved league activities as defined in each Priority User's Use & Maintenance Agreement with the City.

The rate shall remain in effect for the duration of the current calendar year and is subject to annual review and approval by the Ridgefield City Council. The City reserves the right to adjust the rate based on operational costs, maintenance requirements, or comparable facility rates as determined by the Council.

Facility	Annual Flat Use Rate
Baseball Field	\$2,200.00
Softball Field	\$2,200.00
T-Ball Field	\$2,200.00
Grassy Field 1	\$2,200.00
Grassy Field 2	\$2,200.00
Grassy Field 3	\$2,200.00

ABRAMS PARK



RESERVABLE SPACES

SB	Softball Field	G1	Grassy Field 1
BB	Baseball Field	G2	Grassy Field 2
TB	T-Ball Field	G3	Grassy Field 3
BH	Bennett Hall Shelter, Kitchen & Plaza		

PUBLIC SPACES

	Playground
	Restrooms
	Trails
	Parking

OTHER SPACES

C	Concession Stand
1	Storage Shed 1
2	Storage Shed 2

**SHARED-USE AGREEMENT BETWEEN
RIDGEFIELD SCHOOL DISTRICT NO. 122 AND
THE CITY OF RIDGEFIELD REGARDING
THE RIDGEFIELD OUTDOOR RECREATION COMPLEX**

THIS SHARED USE AGREEMENT ("Agreement") is made by and between the City of Ridgefield ("City"), a Washington code city, and the Ridgefield School District No. 122 ("District"), a Washington quasi-municipal corporation, under Chapter 39.34 RCW relating to the ongoing shared use of the Ridgefield Outdoor Recreation Complex ("RORC") for recreational activities.

RECITALS:

WHEREAS, the City and District have collaborated on the construction and development of the RORC adjacent to the 5-8 Schools Complex; and

WHEREAS, the RORC is located partially on property owned by the City and partially on property owned by the District; and

WHEREAS, the City and the District have entered into an interlocal agreement ("Interlocal Agreement") governing the exchange of real property and other matters, including design, financing, construction, and shared use of the RORC; and

WHEREAS, the Interlocal Agreement provides that the parties will enter into a shared-use agreement setting forth the rights and responsibilities of the City and District in the use of the RORC; and

WHEREAS, the Parties wish to enter into a shared-use agreement to govern the long-term use of the RORC by the District, City, sports and other community groups, and members of the public;

NOW, THEREFORE, pursuant to the Interlocal Agreement and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **TERM:** The term of this Agreement will commence on the date the authorized representative of the last party signs the Agreement and will continue for thirty (30) years from that date unless renewed or terminated as provided herein. The Agreement may be renewed for additional terms by written request of either party upon the mutual agreement of shared-use priorities and cost allocations of the RORC for the renewal period.
2. **PERIODIC REVIEW:** The parties acknowledge that actual shared use and related costs of the RORC may change over time. Therefore, the parties agree that they will collaboratively review the shared-use priorities and cost allocations of the RORC contained in this Agreement at least once every five (5) years, calculated starting on the effective date of this Agreement. At minimum, the review will consist of a meeting between the Superintendent of the District or his/her designee and the City Manager of the City or his/her designee. If the parties determine that the shared-use priorities and cost allocations do not reflect a fair and equitable allocation of costs respective to each party's use, the parties will negotiate in good faith to revise the shared-use priorities and cost allocations to reflect such fair and equitable allocation based on use.

3. FACILITY SCHEDULING:

- a. The District will assign an employee to supervise and manage scheduling of the RORC ("Scheduler"). The Scheduler will be responsible for maintaining a master schedule of RORC reservations. All requests to reserve the fields, concessions area, community rooms, or other components of the RORC that may be reserved for use ("Components") will be routed to and coordinated by the Scheduler. The Scheduler will maintain all records regarding the scheduled use of the Components and will provide a report to the parties of the scheduled uses by season, type of use, type of user, and such other information as the parties may request; such report will be submitted annually on or before March 31 of each year. Upon mutual written agreement of the City and District, Components may from time to time be added or deleted as they are available for use.
- b. Representatives of the City and the District will meet at least annually on or before July 1 of each calendar year to evaluate the status and condition of the RORC and establish the upcoming calendar year's schedule for use of the RORC (e.g., the parties will meet by July 1, 2020, to establish the schedule for calendar year 2021). At least five (5) business days prior to such meeting, each party will submit to the other a list of its desired reservations for the upcoming calendar year. Reservations requested by third parties will not be scheduled until the City and the District have scheduled their City- or District-sponsored events for the upcoming year during said meeting, unless the parties agree otherwise in writing.
- c. Reservation of Components will occur in accordance with the policies and priorities set forth in this Agreement. If at the meeting described in Section 3.b both the City and the District have requested to reserve a Component for a City- or District-sponsored event at the same date and time, the parties will work in good faith to resolve the conflict. In the event one or more scheduling conflicts is not resolved, the parties will schedule use of the RORC as follows: starting with the earliest disputed timeslot (i.e., that closest to January 1), the parties will alternate which party receives the reservation for that timeslot (e.g., if the City receives the first timeslot, the District will receive the second, the City will receive the third, etc.). In calendar years ending in even numbers (e.g., 2020), the City will receive the first disputed timeslot. In calendar years ending in odd numbers (e.g., 2021), the District will receive the first disputed timeslot.
- d. In the event of a scheduling conflict between the parties regarding use of the RORC arising after the schedule for the calendar year is established following the meeting described in Section 3.b, the parties will work in good faith to resolve the conflict. In the event the conflict is not resolved, the parties agree to the following dispute resolution process: each party will nominate one representative, and the representatives will jointly agree on the appointment of a third person, who will not be a public official or employee of either party. The two representatives and third person will decide the outcome for each disputed timeslot, with a 2/3 majority vote required to determine each such timeslot.
- e. When either the District or the City desires to reserve one or more Components, a representative of that party will contact the Scheduler, who will schedule the reservation if the desired date and time are available. If the desired timeslot is not

available, the Scheduler will, upon request, provide information on other dates and times that the requested Components are available.

- f. Third parties desiring to reserve Components will submit such request to the Scheduler in writing at least ten (10) days prior to the date for which the Components will be used. The Scheduler will ensure that third parties desiring to use the RORC have completed all required forms, including proof of liability insurance and an agreement to indemnify the District and the City, as required herein. An application is required whenever a facility is to be used for athletic or group events.
 - g. In the event that the City and District agree to a multi-year lease or use agreement with a third-party user, and one of the parties has entered into a written agreement with said third-party user, the parties agree that such use will be a Category 1 use as described in Section 5.b., and be treated as a City-sponsored event.
 - h. Reservation requests from non-City and non-District groups, except as provided in Section 3.g., above, will be accepted on an ongoing basis, with priority given in accordance with the priority-use policy described in Section 5 and on a first-come, first-served basis.
- 4. SHARED-USE POLICY GUIDELINES:** The City and District hereby adopt the following policies to govern administration and use of the RORC. The parties will:
- a. Levy reasonable fees on fields or other Components reserved by organized sports groups, teams, and/or other users in accordance with the rates and fees established, and from time to time amended, by mutual written agreement of the City and District.
 - b. Allow public drop-in use at no charge when fields or other designated Components are not otherwise reserved;
 - c. Consider a group's ability to pay in establishing fees;
 - d. Give scheduling priority to sports games over practices;
 - e. Give scheduling priority to youth and local Ridgefield programs and activities as provided herein;
 - f. Provide rental rate discounts to groups that make significant contributions to the RORC facilities, as determined by the City and the District;
 - g. Provide the citizens of Ridgefield access to public recreation facilities; and
 - h. Keep open and available for public use seven (7) days a week between sunrise and sunset the RORC facilities, when not otherwise scheduled or closed for maintenance, inclement weather, or emergencies.

5. FACILITY-USE PRIORITY:

- a. The District will have priority use of Fields 2 and 6 during its regularly established school day.
- b. The City will have priority use of Field 3 during regular hours that the RORC is open to the public.
- c. At all other times and subject to the schedule developed by the City and District pursuant to Section 3, any use by the City, District, or third parties will be governed by the following use priorities, with Category 1 users having the highest priority.
 - i. **Category 1:** City- or District-sponsored activities (including those activities sponsored by the District's Community Education Department), subject to the exception for Ridgefield baseball teams discussed in the description of Category 2, below.
 - ii. **Category 2:** Youth teams or groups, of which a majority of youth participants reside within the District. Within Categories 1 and 2, Ridgefield baseball teams, including District teams and little league teams, will have priority use of Field 1 during the baseball season over other youth sports activities or City- or District-sponsored activities, unless the parties otherwise agree in writing.
 - iii. **Category 3:** Adult athletic or other teams or groups, of which a majority of adult participants reside within the District (e.g., adult softball league, local Elks or Eagles lodges, etc.).
 - iv. **Category 4:** Youth teams or groups, of which a majority of youth participants do not reside within the District (e.g., Oregon-based youth sports teams).
 - v. **Category 5:** Nonprofit groups, including non-athletic adult groups, regardless of where the members reside (e.g., Red Cross).
 - vi. **Category 6:** Commercial enterprises.
- d. In the event of a conflict between requests to reserve Components by users of the same category, the timeslot will be reserved for that person or entity whose written reservation request was first received by the Scheduler. In the event that two requests are received at the same time and date, the reservation will be made for the person or entity selected by the District, in its sole discretion.

6. FEES AND ADVERTISING.

- a. The parties will levy fees for use of Components as established in Section 4.a. Fees may be waived by agreement of the parties pursuant to the policy established in Section 4.
- b. Third parties will pay levied fees prior to the time of use. A nonrefundable deposit of ten (10) percent will be required at the time of reservation in order to hold a

timeslot. All reservations must be accompanied by a nonrefundable reservation fee in an amount established by the mutual written agreement of the District and City. The Scheduler will collect such fees on behalf of the parties.

- c. Fees will be retained by the District, and the District will keep an accounting of such funds and provide a copy of such accounting to the City upon request.
 - d. Advertising banners may be placed on the outfield fencing of fields upon the mutual written approval of the City and District. Banners advertising City or District events will have priority over other advertising, unless otherwise agreed in facility-use agreements with third parties approved by the District and the City. All banners must comply with the City's sign code, any other applicable City policies, and the District's advertising policy. No ads promoting tobacco, marijuana, or illegal drugs will be allowed. Facility-use agreements will provide that any signs promoting alcohol must be covered or removed during District-sponsored or other youth events and at the conclusion of the season.
 - e. Agreement of the parties is required prior to selling of advertising or other sponsorship of aspects of the RORC facilities.
 - f. Revenue from fees, advertising, or sponsorship collected by the City or District will be used to defray the costs of maintenance of the RORC. Any remaining costs of maintenance or operation of the RORC will be split by the parties as provided in Section 7 of the Interlocal Agreement and any separate agreement between the parties on maintenance and operation of the facilities. Advertising revenues collected by groups or third parties pursuant to a facility-use or advertising agreement will be divided in accordance with such agreement.
7. **LICENSE:** The Interlocal Agreement provides that although both the City and the District will each own portions of the real property on which the RORC is constructed, the District will lease to the City its portion of the RORC facilities. The City agrees to grant the District an irrevocable license to enter and use the leased facilities for all purposes contemplated by this Agreement, the Interlocal Agreement, and further agreements between the parties pursuant to the Interlocal Agreement, including, without limitation, for purposes of maintenance, scheduling, and recreation.
8. **GENERAL USAGE POLICIES:**
- a. Alcohol may be served on the RORC premises in the following manner: for City-sponsored events or for District-sponsored events, alcoholic beverages may be served on the premises only if in accordance with the respective jurisdictions' adopted regulations and policies. For any jointly sponsored events, or for any other rental or use, service of alcohol is subject to policies agreed by both parties. Any service of alcohol must comply with all federal, state, and local laws, regulations, and ordinances applicable to the premises. In no event will either party allow alcohol to be possessed or consumed on District real property adjacent to the RORC, including the 5-8 Schools Complex. Use or possession of marijuana and other illegal drugs will not be permitted on the RORC facilities. Use or possession of tobacco or tobacco-derived products of any kind, including, without limitation, e-cigarettes or "vaping" devices, will not be allowed on the RORC facilities.

- b. Persons will not be allowed to use the RORC facilities in a manner that interferes with the lawful or efficient operation of the District, the City, or the 5-8 Schools Complex. If the parties agree that a person or entity has violated the rules established and adopted for the RORC in a manner causing a substantial disruption to the District, the City, or the 5-8 Schools Complex, the City will issue a no-trespassing order, in accordance with City ordinances, which order will include notice of an administrative appeal process determined by the City. The City will be responsible for enforcing such order, including through reporting trespassing in violation of a no-trespassing order to law enforcement.
- c. The parties will agree upon and adopt, conspicuously post, and revise from time to time written rules for District, City, and public use of the RORC.
 - i. The City will be responsible for enforcing compliance with said rules by City employees and invitees and members of the public (including groups that have reserved facilities) on all of the RORC facilities during the term of its lease of the RORC facilities. The District will contact the City to report any rule violations by City employees or invitees or members of the public.
 - ii. The District will supervise its employees, students, and invitees during their use of the RORC.
- d. Reservations may be terminated when a third party has not satisfied all requirements of this Agreement, including, but not limited to, payment of fees, or violated the rules of use established by the parties.
- e. Sponsoring organizations will provide sufficient, competent adult and/or special supervision, and the amount of adequate supervision will be agreed upon at the time the authorization is issued.
- f. All applicants for use of RORC facilities will agree to indemnify and hold harmless the City, the Districts, and their respective public officials, employees, agents, insurers, attorneys, heirs, successors, and assigns, from and against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, and expenses, of whatever kind or nature and including, but not limited to, consultant fees and attorney fees incurred on legal claims and in providing the right to indemnification, arising out of or resulting from use of the RORC facilities.
- g. In the event that property loss or damage is incurred during use or occupancy of the RORC, the City and the District will determine the amount of damages. The City will present a bill for damages to the person or group using or occupying the facilities during the time the loss or damage was sustained. The person or group presented with such bill will not be allowed to use the RORC facilities until the bill is paid in full. The City is authorized to pursue any remedies authorized by law to compensate the parties for damage to the RORC.
- h. All applicants for use of RORC facilities will maintain accident and liability insurance for persons using RORC facilities under the applicant's sponsorship with a minimum of \$1,000,000 combined single-limit bodily injury and property damage liability per occurrence, with an annual aggregate of no less than \$3,000,000. If use of the RORC facilities is to be ongoing, the applicant will provide evidence to

the Scheduler once every thirty (30) days (or as otherwise requested by the Scheduler) that the insurance remains in effect.

- i. Any youth organizations engaged in sports activities and using RORC facilities must submit a signed statement of compliance with the policies described in Chapter 28A.600 RCW for the management of concussion and head injury in youth sports.
 - j. Any use of the RORC facilities must be appropriate and compatible with each play field or other Component and its surrounding area. Such use will not result in destruction, damage, or undue wear or pose a hazard. Activities that endanger others or cause damage to fields, lawns, or other facilities are prohibited. Should damage to fields, lawns, or other facilities occur, the City will make reasonable effort to obtain restitution for the damage.
 - k. In the event of inclement weather (i.e., snow, ice, windstorm, etc.) or emergency, as determined by the District, the District will promptly close the RORC facilities.
9. **LIABILITY INSURANCE:** The City and the District will each maintain for the duration of this Agreement its membership in an insurance pool offering or otherwise maintain insurance with a minimum liability limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate to insure against claims for injuries to persons or damage to property that may arise from or in connection with the following: for the City, claims arising from use of the RORC by the public (including groups that have reserved facilities) or the City and its public officials, officers, employees, agents, and invitees, and for the District, claims arising from use of the RORC by its public officials, officers, employees, agents, students, volunteers, and invitees.
10. **HOLD HARMLESS AND INDEMNIFICATION:**
- a. By the City. To the fullest extent permitted by law and subject to the following conditions, the City will defend, indemnify, and hold harmless the District and its public officials, officers, employees, agents, consultants, contractors, volunteers, attorneys, and insurers, and the employees, agents, volunteers, successors, and assigns of any of them (collectively, the "District Indemnified Parties"), from and against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, and expenses ("Legal Claims"), of whatever kind or nature and including, but not limited to, consultant fees and attorney fees incurred on Legal Claims and in providing the right to indemnification, arising out of or resulting from: (a) use of the RORC facilities by the public (including groups that have reserved facilities) or the City and its public officials, officers, employees, agents, consultants, contractors, volunteers, and invitees (including City-sponsored groups using the RORC); or (b) performance or nonperformance of obligations pursuant to this Agreement by the City or its public officials, officers, employees, agents, consultants, contractors, and volunteers.
 - b. By the District. To the fullest extent permitted by law and subject to the following conditions, the District will defend, indemnify, and hold harmless the City and its public officials, officers, employees, agents, consultants, contractors, volunteers, attorneys, and insurers, and the employees, agents, volunteers, successors, and assigns of any of them (collectively, the "City Indemnified Parties"), from and

against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, and expenses ("Legal Claims"), of whatever kind or nature and including, but not limited to, consultant fees and attorney fees incurred on Legal Claims and in providing the right to indemnification, arising out of or resulting from: (a) use of the RORC facilities by the District and its public officials, officers, employees, agents, consultants, contractors, students, volunteers, and invitees (including District-sponsored groups using the RORC); or (b) performance or nonperformance of obligations pursuant to this Agreement by the District or its public officials, officers, employees, agents, consultants, contractors, and volunteers.

- c. This Section 10 will survive termination of this Agreement for any reason.
 - d. The provisions of this Section 10 will be construed to not result in loss of liability insurance coverage that would otherwise be available to one or both parties.
11. **TERMINATION:** This Agreement may not be terminated except by written agreement of the parties.
12. **NONDISCRIMINATION:** In administration of the RORC facilities and performance of the obligations under this Agreement, the parties will not discriminate based on race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The parties will provide equal access to the RORC facilities to the Boy Scouts of America and other designated youth groups.
13. **MISCELLANEOUS:**
- a. Integrated Agreement. This Agreement is the full and complete understanding of the parties on the subjects covered herein. This Agreement may be modified or amended only by mutual written agreement approved by the governing bodies of the parties. Notwithstanding the foregoing, nothing in this Agreement will be construed to conflict with the Interlocal Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Interlocal Agreement, the terms of the Interlocal Agreement will govern.
 - b. Assignment. Neither party will have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
 - c. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the parties will inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
 - d. Governing Law/Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. Any action or suit brought in connection with this Agreement will be filed in Clark County Superior Court.
 - e. Severability. If any section of this Agreement is adjudicated to be invalid, such action will not affect the validity of any section not so adjudicated.

- f. **Waiver.** The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option or right conferred by this Agreement, in any one or more instances will not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which will remain in full force and effect.
- g. **Notice.** All communications regarding this Agreement will be sent to the parties at the addresses listed on the signature page of the Agreement or such other address as may be hereafter specified in writing. Any written notice hereunder will become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- h. **No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).
- i. **Headings.** The headings in this Agreement are included only for convenience and will not control or affect the meaning or construction of this Agreement.

IN WITNESS WHEREOF, the parties have subscribed their names on the dates below.

CITY OF RIDGEFIELD



Steve Stuart

City Manager

Address:

Date: 5/10/18

RIDGEFIELD SCHOOL DISTRICT



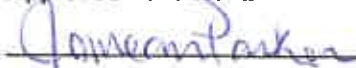
Nathan McCann

Superintendent

Address:

Date: 4/30/18

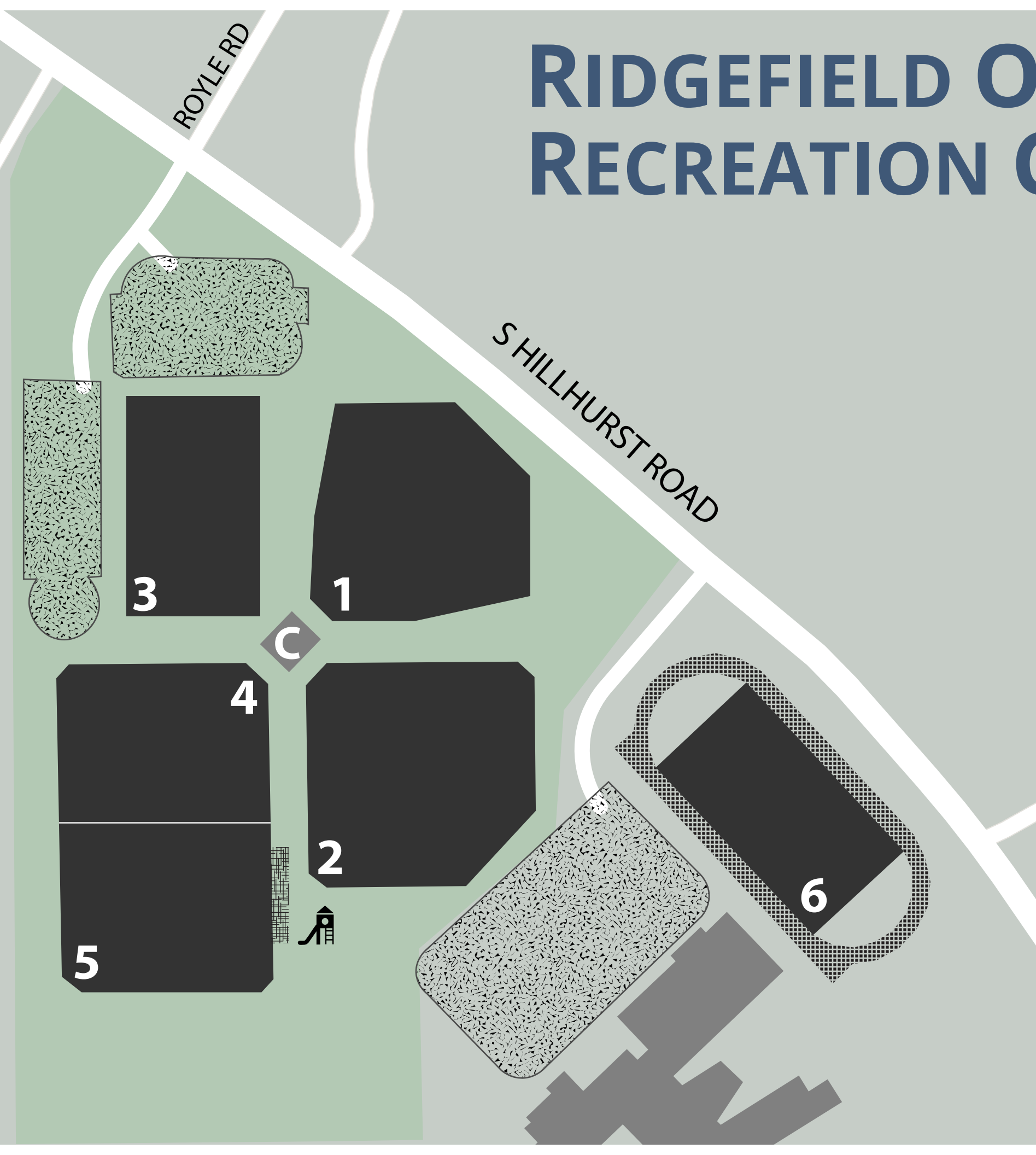
Approved as to form:



Janean Parker, City Attorney

City of Ridgefield

RIDGEFIELD OUTDOOR RECREATION COMPLEX



Fields

- 1 - Baseball Pitch, Raptors Pitch
- 2 - Baseball, Softball, LL x 2, Soccer
- 3 - Soccer
- 4 - Softball, Baseball, LL Baseball, Soccer
- 5 - Softball, Baseball, LL Baseball, Soccer
- 6 - Football, Soccer, Track



Track



Community Building

- Restrooms
- Concessions
- Meeting Room



Parking Lot



Batting Cages



Playground



Use & Maintenance Agreement for Abrams Park & Ridgefield Outdoor Recreation Complex

Parks, Trails, and Recreation Division - City of Ridgefield
User: Pacific Soccer Club

THIS AGREEMENT is entered into between the City of Ridgefield, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "City", and the Pacific Soccer Club, a Washington nonprofit corporation, hereinafter referred to as "PSC" or "Priority User", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

RECITALS:

1. City is the legal owner of record of Abrams Park (Clark County, Washington Property Identification Numbers 067894000, 067888002, 068034000, 068200000, and 213513442) generally located at the easterly end of Division Street.
2. City is the legal owner of record and leaseholder of the Ridgefield Outdoor Recreation Complex "RORC" (Clark County, Washington Property Identification Numbers 986046105, 215808000, and 986039417), generally located on S Hillhurst Road. Along with property under Recital #1, generally referred to as the "Premises".
3. A portion of the above-referenced, publicly-owned Abrams Park has been previously used by the PSC under a previous, expired agreement with the City.
4. PSC wishes to memorialize through this Agreement the continued use of Abrams Park for their established league.
5. PSC has further expressed an interest in the use of fields at the RORC.
6. PSC has in the past contributed capital improvements to Abrams Park and has committed to contribute agreed-upon capital improvements at the RORC.

NOW, THEREFORE, in consideration of the capital investment made by PSC, the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. TERM

- a. This Agreement shall become effective upon full execution by all parties and shall remain in effect for an initial term commencing on October 23, 2025 and ending on October 23, 2026. Thereafter, the Agreement may automatically renew for up to nine (9) consecutive one-year terms, unless terminated earlier in accordance with Section 9. Each renewal shall be subject to review and approval by the City Manager prior to the commencement of the succeeding term.
- b. This document shall incorporate by reference Ridgefield Municipal Code (RMC) Chapter 8.18 – *Park Rules and Regulations* as adopted or may be hereinafter amended by the Council to govern the uses contemplated by this Agreement for Term of this Agreement and any renewal terms.

2. CAPITAL IMPROVEMENTS AND MAINTENANCE RESPONSIBILITIES

- a. As a condition of this Agreement, the Priority User shall be responsible for funding,

- furnishing, and/or installing capital improvements with a total cumulative value of five thousand dollars (\$5,000.00) at the Abrams Park facilities governed by this Agreement. A minimum of twenty percent (20%) of the total value shall be expended annually until the full obligation is satisfied. The Priority User shall provide documentation of expenditures and/or in-kind contributions sufficient to verify compliance with this requirement.
- b.** As a condition of this Agreement, the Priority User shall assume the following maintenance responsibilities for Abrams Park facilities during periods of use. The Priority User may perform maintenance outside its scheduled reservation times, provided such activities do not interfere with other users.
 - i. Collection and removal of trash and litter after each use, including from athletic fields, and adjacent common areas;
 - ii. Provision and maintenance of Goal Nets and Corner Flags;
 - iii. Placing and removing on-site Goals;
 - iv. Field striping; and
 - v. Assisting with additional maintenance tasks upon request by, and under the supervision of, the Parks Manager or their designee.
 - c.** During all maintenance activities, volunteers and representatives of the Priority User shall be clearly identifiable as affiliated with the Priority User through the use of uniforms, badges, signage, or other visible means approved by the Parks Manager or their designee. All maintenance activities and corresponding labor hours shall be documented and provided to the City on a schedule and in a format approved by the Parks Manager, for the purpose of maintaining records and verifying in-kind contributions.
 - d.** The City shall retain responsibility for all other facility maintenance for Abrams Park, including but not limited to:
 - i. Watering and irrigation management of athletic fields;
 - ii. Turf maintenance;
 - iii. Service and repair of site features, including lighting, irrigation systems, restrooms, facilities, and fencing; and
 - iv. Aeration, fertilization, and repair of seeding or planting areas.
 - e.** In consideration of the capital improvements and maintenance responsibilities assumed by the Priority User, the City shall grant the Priority User first public user priority for reservation requests at Abrams Park, provided requests are submitted in accordance with Section 3 of this Agreement. The Priority User shall be charged usage fees in accordance with the *Abrams Park Priority User Flat Rate Schedule* (Exhibit A). This designation and associated rate shall apply only to the Grassy Fields 1, 2, and 3 identified in the *Abrams Park Reservable Space Map* (Exhibit B) and shall remain in effect for five (5) years from the effective date of this Agreement.
 - f.** As a condition of this Agreement, the Priority User shall be responsible for funding, furnishing, and/or installing capital improvements with a total cumulative value of

twenty-five thousand dollars (\$25,000.00) at the RORC facilities governed by this Agreement. A minimum of twenty percent (20%) of the total value shall be expended annually until the full obligation is satisfied. The Priority User shall provide documentation of expenditures and/or in-kind contributions sufficient to verify compliance with this requirement.

- g.** As a condition of this Agreement, the Priority User shall assume the following maintenance responsibilities for RORC facilities during its use. The Priority User may perform maintenance outside scheduled reservation times, provided such activities do not interfere with other users. During all maintenance activities, volunteers and representatives of the Priority User shall be clearly identifiable as affiliated with the Priority User through the use of uniforms, badges, signage, or other visible means approved by the Parks Manager or their designee.

 - i. Provision and maintenance of Goal Nets and Corner Flags;
 - ii. Placing and removing on-site Goals;
 - iii. Collection and removal of trash and litter after each use, including from athletic fields, viewing stands, and adjacent common areas; and
 - iv. Assisting with additional maintenance tasks upon request by, and under the supervision of, the Parks Manager or their designee.
- h.** The City shall retain responsibility for all other facility maintenance for Abrams Park, including but not limited to:

 - i. Turf maintenance and repair;
 - ii. Repair and maintenance of facilities and fixtures;
 - iii. Servicing restrooms;
 - iv. Striping of artificial turf fields; and
 - v. Service and repair of all site features, including lighting, restrooms, facilities, and fencing.
- i.** In consideration of the capital improvements and maintenance responsibilities assumed by the Priority User at the RORC, the Priority User shall be recognized as a *City-Sponsored Activity* under the *RORC Shared Use Agreement* (Exhibit C) for the purpose of reservation requests, provided such requests are submitted in accordance with Section 3 of this Agreement. As such, the Priority User shall qualify for a seventy-five percent (75%) discount rate pursuant to the *RORC Shared Use Agreement* (Exhibit C). This rate shall remain in effect for a period of five (5) years from the effective date of this Agreement and shall be limited to:

 - i. Use of Fields 1, 2, 3, 4, 5, and 6 as identified in the *RORC Reservable Space Map* (Exhibit D); and
 - ii. A maximum of seven hundred two thousand four hundred fifty (2450) hours of reservations per calendar year during the five-year term. Reservation hour allocations shall be subject to annual review by the City, which may, at its sole discretion, authorize an increase of up to ten percent (10%) based on demonstrated growth in program demand at the RORC.

- j. All capital improvements funded, installed, or furnished by the Priority User shall be pre-approved by the City prior to installation. Upon completion, such improvements shall become the sole and exclusive property of the City without further action or compensation.
- k. The Priority User shall not modify, alter, or construct any improvement to Abrams Park or the RORC other than those capital improvements expressly approved by the City Manager or their designee under this Agreement.

3. RESERVATION OF FIELDS

- a. The Priority User shall submit all requested field reservations for Abrams Park to the Parks Manager no later than sixty (60) days prior to the start of each *Scheduling Period*, defined as the three-month periods beginning January 1, April 1, July 1, and October 1 of each calendar year. Reservation requests submitted fewer than sixty (60) days prior to the applicable Scheduling Period shall not qualify for Priority User scheduling privileges; however, the established flat-rate fee shall remain applicable to such reservations.
- b. The Parks Manager shall provide written confirmation of approved Abrams Park reservations to the Priority User no later than thirty (30) days prior to the start of each Scheduling Period.
- c. If the Priority User elects to cancel any of its approved Abrams Park reservations, the Priority User's representative shall submit the cancellation in writing to the Parks Manager. Upon receipt, the Parks Manager shall process the cancellation and release the vacated time slots for reservation by other users.
- d. Scheduling for the RORC Facilities shall be managed through the Ridgefield School District's Facility Scheduler (hereinafter referred to as the "Scheduler"), as provided in the *RORC Shared Use Agreement* (Exhibit C). The Priority User shall submit all RORC reservation requests to the Scheduler no later than sixty (60) days prior to the start of each Scheduling Period. Reservation requests submitted fewer than sixty (60) days prior to the start of a Scheduling Period shall not be recognized as City-Sponsored Activities and therefore shall not receive facility-use prioritization in the event of scheduling conflicts, as specified in *RORC Shared Use Agreement* (Exhibit C). Such reservations shall, however, remain eligible for the seventy-five percent (75%) discounted rate established in the *RORC Shared Use Agreement* (Exhibit C), subject to all applicable reservation hour limitations. If the Priority User's reservation requests exceed the permitted reservation hour limits, any additional reservations shall be ineligible for City-Sponsored Activity designation and shall not qualify for the seventy-five percent (75%) discounted rate pursuant to the *RORC Shared Use Agreement* (Exhibit C).
- e. The Scheduler shall provide written confirmation of approved RORC reservations to the Priority User no later than thirty (30) days prior to the start of each Scheduling Period.
- f. If the Priority User elects to cancel any RORC reservations, the Priority User's representative shall submit the cancellation in writing to the Scheduler. The Scheduler shall process the cancellation and release the vacated time slots for reservation by other users.

- g. Cancellations submitted more than fourteen (14) days prior to the reserved date shall receive a full refund of applicable fees and full restoration of corresponding reservation hours.
- h. Cancellations submitted less than fourteen (14) days prior to the reserved date shall receive a fifty percent (50%) refund of applicable fees and restoration of fifty percent (50%) of corresponding reservation hours.
- i. The City reserves the right to cancel reservations due to inclement weather, including but not limited to snow, ice, hazardous smoke conditions, or other extreme weather events that create unsafe conditions. If the City determines that facility use is unsafe, all affected reservations shall be canceled, and users shall be notified as soon as practicable. In such cases, users will receive a full refund.
- j. Abrams Park and the RORC shall remain open and available for general public use and for other users approved by the Parks Manager. The City reserves the right to schedule additional users and to enter into facility use agreements with other organizations to maximize utilization of available facilities.
- k. The Priority User shall schedule all league games to include a minimum interval of thirty (30) minutes between the conclusion of one game and the start of the next, to ensure adequate parking availability and participant transition.

4. ON-SITE STORAGE OF USER PROPERTY

- a. The Priority User is authorized to securely store equipment and related property within Abrams Park Storage Shed 1, as identified in the *Abrams Park Reservable Space Map* (Exhibit B), for the duration of this Agreement.
- b. The City retains the right of access to all facilities and storage areas within Abrams Park at any time, with or without prior notice, for inspection, maintenance, or operational purposes.
- c. In the event that Storage Shed 1 is renovated, removed, or otherwise rendered unavailable as part of a permanent park improvement project, the City shall provide the Priority User with a comparable storage space within Abrams Park, subject to availability and mutual agreement.

5. USE RESTRICTIONS AND USAGE FEES

- a. The Priority User acknowledges and agrees to comply with Ridgefield Municipal Code (RMC) Chapter 8.18 – *Park Rules and Regulations*. The Priority User shall be responsible for ensuring that all players, parents, officials, volunteers, and representatives associated with its operations comply with RMC 8.18.
- b. Abrams Park and the RORC shall remain open and available for general public use during the Priority User's reservations, except as otherwise approved in writing by the City Manager or their designee.
- c. No parking spaces at Abrams Park or the RORC shall be reserved or designated exclusively for the Priority User during the term of this Agreement.
- d. As a Priority User, reservations for Abrams Park Facilities shall be charged according to the most current *Abrams Park Priority User Flat Rate Schedule* (Exhibit A) established by

the City, except as modified by Paragraph 2(i). All invoices shall be paid in full within thirty (30) days of the invoice date unless alternative arrangements are approved in writing by the City Manager or their designee.

- e. The Priority User shall be responsible for any damage to facilities, equipment, or grounds that exceeds normal wear and tear and shall reimburse the City for the cost of repair or replacement as determined by the City.
- f. The Priority User shall reserve facilities solely for its own organizational use and shall not sublet, assign, or transfer reservation rights to any other group or individual.
- g. Use of Abrams Park under this Agreement shall be limited to soccer activities for youth participants ages nineteen (19) and under affiliated with Ridgefield Little League (PSC).
- h. The Priority User shall not charge admission, parking, or other access fees for activities conducted at Abrams Park without prior written authorization from the City Manager or their designee.
- i. The City and the Priority User shall comply with Washington's *Fair Play and Community Sports Act* (RCW 49.60.500 et seq.) and any applicable City policies prohibiting discrimination in community athletics programs on the basis of sex or other protected class.
- j. The Priority User shall adhere to all facility closure directives issued by the City Manager or their designee, including closures due to weather, maintenance, or safety concerns.
- k. The Priority User shall provide appropriate facility orientation and training for all coaches, officials, volunteers, and other representatives to ensure proper use and care of City facilities.
- l. The Priority User shall comply with all site-specific safety protocols and operational guidelines established by the City Manager or their designee pertaining to buildings, infrastructure, and park features.

6. DELINQUENCIES AND MISUSE

- a. All use fees, invoices, and other charges assessed under this Agreement shall be due and payable within thirty (30) days of the invoice date, unless otherwise approved in writing by the City Manager or their designee. Any balance not paid when due shall accrue interest at a rate of one percent (1%) per month (twelve percent (12%) per annum) until paid in full. The City reserves the right to suspend future reservations or facility access until all outstanding balances, including interest, are satisfied.
- b. The Priority User shall make facility reservations only for confirmed, active program use by its organization. The reservation of facilities for speculative, unused, or otherwise unutilized time constitutes improper use. Upon such determination, the City Manager or their designee may require a meeting with the Priority User to review reservation practices and may suspend future reservations until the matter is resolved. Repeated or intentional improper reservation practices constitute a material breach of this Agreement and may result in termination under Section 10.

7. SITE SIGNAGE AND ADVERTISING

- a. The Priority User may sell and display advertising signs on the fencing surrounding

Field 3 located within the RORC, subject to the terms of this Agreement.

- b. All signage shall comply with the City's sign code and any other applicable laws, policies, or regulations in effect at the time of installation or display, as referenced in the *RORC Shared Use Agreement* (Exhibit C).
- c. All advertisements, sponsorships, or promotional materials proposed for display at Abrams Park shall be submitted to and approved in writing by the City prior to installation or posting.

8. LIABILITY AND INSURANCE

- a. The Priority User shall obtain and maintain throughout the term of this Agreement insurance coverage with minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, annually renewing occurrence based coverage, including commercial general liability (CGL), no fault Med Pay of \$5,000, completed operations, property damage, and auto liability for all vehicles used by the Priority User. The deductible for any one liability coverage shall be no more than \$5,000 unless otherwise agreed.
- b. The Priority User must give the City seven (7) days' notice of cancellation of insurance coverage required by this Agreement. The cancellation of required insurance coverage, without simultaneous coverage under a replacement policy that meets the requirements of this section, constitutes a material breach of this Agreement.
- c. Such insurance shall name the City and their officers, employees, and agents as additional insureds. No less coverage under the additional insured endorsement will be provided to the City and their officers, employees and agents than exists in the underlying insurance contract. Before the Priority User has access to the Premises, the City shall have a complete policy set, including the underlying policy and the additional insured endorsement.
- d. The City and the Priority User shall review the amounts of the insurance limits specified herein prior to the end of the fifth term of this Agreement. The City may determine to adjust such limits as necessary and appropriate to a reasonable amount in light of changes in market and/or operational conditions. Thereafter, the City may similarly adjust such insurance limits as necessary and appropriate prior to each successive annual term. Insurance carried by the Priority User on the City's behalf shall be primary in all cases and not seek contribution from any other insurance held by the City.
- e. A copy of the Certificate of Insurance must be provided to the Scheduler or designee, annually and prior to the start of the primary playing season and the initial use of the premises. The certificate must be provided, after that, on an annual basis by the renewal date of the policy. Failure to submit evidence of coverage will constitute a breach of contract.

9. HOLD HARMLESS/INDEMNIFICATION

- a. The Priority User shall exercise its privileges hereunder at its own risk. The Priority User shall indemnify, hold harmless and defend the City and its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind of nature, arising out of, or in connection with, or incident to, the

exercise of the Premises by the Priority User.

- b. In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against the Priority User, the City retains the right to participate in said suit.
- c. This indemnity, hold harmless and defense provision shall include any claim made against the City by an employee, subcontractor or agent of the Priority User even if the Priority User is otherwise immune from liability pursuant to the worker's compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole gross negligence of the City. The Priority User specifically acknowledges that the parties have mutually negotiated the provisions contained herein and it is the intent of the parties that the Priority User provides the broadest scope of indemnity permitted by RCW 4.24.115.

10. TERMINATION

- a. Either party may terminate this Agreement for any reason upon giving the other party a minimum of ninety (90) days' written notice in advance of the date sought for such termination. Such termination will not affect the practice, game, or postseason reservations or the Priority User's obligation to pay fees for remaining balances for previous reservations or pending reservations.
- b. If for any cause either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates the terms and conditions of this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. Except for a breach of section 7 of this Agreement, the responsible party will be given the opportunity to correct the failure or violation. If the failure or violation is not corrected within fifteen (15) business days of such notice, this Agreement may be terminated immediately by written notice from the aggrieved party to the other. In the case of a breach of section 7, the City may terminate the Agreement immediately.
- c. The City reserves the right to terminate this Agreement at any time without prior written notice if it becomes necessary to end operations of the park, either temporarily or permanently.

11. NOTICES

- a. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed properly given when personally delivered, sent by certified or registered mail (postage prepaid, return receipt requested), or deposited with a nationally recognized overnight courier service, addressed as follows:

City of Ridgefield
ATTN: City Manager
230 Pioneer Street
Ridgefield, WA 98642

Pacific Soccer Club
ATTN: President
Po Box 1138

12. COORDINATION

- a. The Priority User will meet with the Parks Manager no less than twice each year, first, between January 1st and February 1st, and second, between July 1st and August 1st, to review yearly plans and progress.
- b. Each party grants the other full access to its records and plans during reasonable hours, to the extent that such access is needed for any phase of planning, operations, or administration of this Agreement or any project carried out pursuant to this Agreement.

13. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between the City and the Priority User, and supersedes all prior agreements and proposals, oral or written, and all other communications between the parties, in relation to the subject matter of this Agreement. No other agreement or understanding exists between the City and the Priority User regarding this matter, except as expressly put forth in this instrument.
- b. Any modification of this Agreement must be in writing and executed by both parties.
- c. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision. No waiver shall be construed to be a modification of the terms and conditions of this Agreement.
- d. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.
- e. This Agreement will be construed in accordance with the law of the State of Washington.
- f. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.
- g. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend and enforce the award.

DATED this _____ day of _____, 2025.

CITY OF RIDGEFIELD:

Pacific Soccer Club:

By: _____
City Manager

By: _____
President

Attest/Authenticated:

City Clerk

DRAFT



Use & Maintenance Agreement for Abrams Park & Ridgefield Outdoor Recreation Complex

Parks, Trails, and Recreation Division - City of Ridgefield
User: Ridgefield Little League

THIS AGREEMENT is entered into between the City of Ridgefield, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "City", and the Ridgefield Little League, a Washington nonprofit corporation, hereinafter referred to as "RLL" or "Priority User", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

RECITALS:

1. City is the legal owner of record of Abrams Park (Clark County, Washington Property Identification Numbers 067894000, 067888002, 068034000, 068200000, and 213513442) generally located at the easterly end of Division Street.
2. City is the legal owner of record and leaseholder of the Ridgefield Outdoor Recreation Complex "RORC" (Clark County, Washington Property Identification Numbers 986046105, 215808000, and 986039417), generally located on S Hillhurst Road. Along with property under Recital #1, generally referred to as the "Premises".
3. A portion of the above-referenced, publicly-owned Abrams Park has been previously used by the RLL under a previous, expired agreement with the City.
4. RLL wishes to memorialize through this Agreement the continued use of Abrams Park for their established league.
5. RLL has further expressed an interest in the use of fields at the RORC.
6. RLL has in the past contributed capital improvements to Abrams Park and has committed to contribute agreed-upon capital improvements to the RORC.

NOW, THEREFORE, in consideration of the capital investment made by RLL, the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. TERM

- a. This Agreement shall become effective upon full execution by all parties and shall remain in effect for an initial term commencing on October 23, 2025 and ending on October 23, 2026. Thereafter, the Agreement may automatically renew for up to nine (9) consecutive one-year terms, unless terminated earlier in accordance with Section 9. Each renewal shall be subject to review and approval by the City Manager prior to the commencement of the succeeding term.
- b. This document shall incorporate by reference Ridgefield Municipal Code (RMC) Chapter 8.18 – *Park Rules and Regulations* as adopted or may be hereinafter amended by the Council to govern the uses contemplated by this Agreement for Term of this Agreement and any renewal terms.

2. CAPITAL IMPROVEMENTS AND MAINTENANCE RESPONSIBILITIES

- a. As a condition of this Agreement, the Priority User shall be responsible for funding,

furnishing, and/or installing capital improvements with a total cumulative value of fifteen thousand dollars (\$15,000.00) at the Abrams Park facilities governed by this Agreement. A minimum of twenty percent (20%) of the total value shall be expended annually until the full obligation is satisfied. The Priority User shall provide documentation of expenditures and/or in-kind contributions sufficient to verify compliance with this requirement.

- b.** As a condition of this Agreement, the Priority User shall assume the following maintenance responsibilities for Abrams Park facilities during periods of use. The Priority User may perform maintenance outside its scheduled reservation times, provided such activities do not interfere with other users.
 - i. Collection and removal of trash and litter after each use, including from athletic fields, viewing stands, concession stands, bullpens, dugouts, batting cages, and adjacent common areas;
 - ii. Emptying and replacing liners in all trash receptacles located in common areas, including those outside restrooms, between the Softball and Baseball Fields, near the north playground, adjacent to viewing stands, between the T-Ball Field and parking lot, and adjacent to the grassy fields east of the parking lot;
 - iii. Provision, installation, and maintenance of field bases;
 - iv. Field striping;
 - v. Watering and irrigation management of the Softball, Baseball, and T-Ball Fields in accordance with directions from the Parks Manager or their designee; and
 - vi. Assisting with additional maintenance tasks upon request by, and under the supervision of, the Parks Manager or their designee.
- c.** During all maintenance activities, volunteers and representatives of the Priority User shall be clearly identifiable as affiliated with the Priority User through the use of uniforms, badges, signage, or other visible means approved by the Parks Manager or their designee. All maintenance activities and corresponding labor hours shall be documented and provided to the City on a schedule and in a format approved by the Parks Manager, for the purpose of maintaining records and verifying in-kind contributions.
- d.** The City shall retain responsibility for all other facility maintenance for Abrams Park, including but not limited to:
 - i. Outfield turf maintenance;
 - ii. Service and repair of site features, including lighting, irrigation systems, restrooms, facilities, and fencing; and
 - iii. Aeration, fertilization, and repair of seeding or planting areas.
- e.** In consideration of the capital improvements and maintenance responsibilities assumed by the Priority User, the City shall grant the Priority User first public user priority for reservation requests at Abrams Park, provided requests are submitted in accordance with Section 3 of this Agreement. The Priority User shall be charged usage fees in accordance with the *Abrams Park Priority User Flat Rate Schedule* (Exhibit A).

This designation and associated rate shall apply only to the Baseball, Softball, and T-Ball Fields identified in the *Abrams Park Reservable Space Map* (Exhibit B) and shall remain in effect for five (5) years from the effective date of this Agreement.

- f.** As a condition of this Agreement, the Priority User shall be responsible for funding, furnishing, and/or installing capital improvements with a total cumulative value of ten thousand dollars (\$10,000.00) at the RORC facilities governed by this Agreement. A minimum of twenty percent (20%) of the total value shall be expended annually until the full obligation is satisfied. The Priority User shall provide documentation of expenditures and/or in-kind contributions sufficient to verify compliance with this requirement.
- g.** As a condition of this Agreement, the Priority User shall assume the following maintenance responsibilities for RORC facilities during its use. The Priority User may perform maintenance outside scheduled reservation times, provided such activities do not interfere with other users. During all maintenance activities, volunteers and representatives of the Priority User shall be clearly identifiable as affiliated with the Priority User through the use of uniforms, badges, signage, or other visible means approved by the Parks Manager or their designee.

 - i. Collection and removal of trash and litter after each use, including from athletic fields, viewing stands, and adjacent common areas; and
 - ii. Assisting with additional maintenance tasks upon request by, and under the supervision of, the Parks Manager or their designee.
- h.** The City shall retain responsibility for all other facility maintenance for the RORC, including but not limited to:

 - i. Turf maintenance and repair;
 - ii. Repair and maintenance of facilities and fixtures;
 - iii. Servicing restrooms;
 - iv. Striping of artificial turf fields;
 - v. Base repair; and
 - vi. Service and repair of all site features, including lighting, restrooms, facilities, and fencing.
- i.** In consideration of the capital improvements and maintenance responsibilities assumed by the Priority User at the RORC, the Priority User shall be recognized as a *City-Sponsored Activity* under the *RORC Shared Use Agreement* (Exhibit C) for the purpose of reservation requests, provided such requests are submitted in accordance with Section 3 of this Agreement. As such, the Priority User shall qualify for a seventy-five percent (75%) discount rate pursuant to the *RORC Shared Use Agreement* (Exhibit C). This rate shall remain in effect for a period of five (5) years from the effective date of this Agreement and shall be limited to:

 - i. Use of Fields 1, 2, 3, 4, 5, and 6 as identified in the *RORC Reservable Space Map* (Exhibit D); and
 - ii. A maximum of seven hundred forty-five (745) hours of reservations per

calendar year during the five-year term. Reservation hour allocations shall be subject to annual review by the City, which may, at its sole discretion, authorize an increase of up to ten percent (10%) based on demonstrated growth in program demand at the RORC.

- j. All capital improvements funded, installed, or furnished by the Priority User shall be pre-approved by the City prior to installation. Upon completion, such improvements shall become the sole and exclusive property of the City without further action or compensation.
- k. The Priority User shall not modify, alter, or construct any improvement to Abrams Park or the RORC other than those capital improvements expressly approved by the City Manager or their designee under this Agreement.

3. RESERVATION OF FIELDS

- a. The Priority User shall submit all requested field reservations for Abrams Park to the Parks Manager no later than sixty (60) days prior to the start of each *Scheduling Period*, defined as the three-month periods beginning January 1, April 1, July 1, and October 1 of each calendar year. Reservation requests submitted fewer than sixty (60) days prior to the applicable Scheduling Period shall not qualify for Priority User scheduling privileges; however, the established flat-rate fee shall remain applicable to such reservations.
- b. The Parks Manager shall provide written confirmation of approved Abrams Park reservations to the Priority User no later than thirty (30) days prior to the start of each Scheduling Period.
- c. If the Priority User elects to cancel any of its approved Abrams Park reservations, the Priority User's representative shall submit the cancellation in writing to the Parks Manager. Upon receipt, the Parks Manager shall process the cancellation and release the vacated time slots for reservation by other users.
- d. Scheduling for the RORC Facilities shall be managed through the Ridgefield School District's Facility Scheduler (hereinafter referred to as the "Scheduler"), as provided in the *RORC Shared Use Agreement* (Exhibit C). The Priority User shall submit all RORC reservation requests to the Scheduler no later than sixty (60) days prior to the start of each Scheduling Period. Reservation requests submitted fewer than sixty (60) days prior to the start of a Scheduling Period shall not be recognized as City-Sponsored Activities and therefore shall not receive facility-use prioritization in the event of scheduling conflicts, as specified in *RORC Shared Use Agreement* (Exhibit C). Such reservations shall, however, remain eligible for the seventy-five percent (75%) discounted rate established in the *RORC Shared Use Agreement* (Exhibit C), subject to all applicable reservation hour limitations. If the Priority User's reservation requests exceed the permitted reservation hour limits, any additional reservations shall be ineligible for City-Sponsored Activity designation and shall not qualify for the seventy-five percent (75%) discounted rate pursuant to the *RORC Shared Use Agreement* (Exhibit C).
- e. The Scheduler shall provide written confirmation of approved RORC reservations to the Priority User no later than thirty (30) days prior to the start of each Scheduling Period.

- f. If the Priority User elects to cancel any RORC reservations, the Priority User's representative shall submit the cancellation in writing to the Scheduler. The Scheduler shall process the cancellation and release the vacated time slots for reservation by other users.
- g. Cancellations submitted more than fourteen (14) days prior to the reserved date shall receive a full refund of applicable fees and full restoration of corresponding reservation hours.
- h. Cancellations submitted less than fourteen (14) days prior to the reserved date shall receive a fifty percent (50%) refund of applicable fees and restoration of fifty percent (50%) of corresponding reservation hours.
- i. The City reserves the right to cancel reservations due to inclement weather, including but not limited to snow, ice, hazardous smoke conditions, or other extreme weather events that create unsafe conditions. If the City determines that facility use is unsafe, all affected reservations shall be canceled, and users shall be notified as soon as practicable. In such cases, users will receive a full refund.
- j. Abrams Park and the RORC shall remain open and available for general public use and for other users approved by the Parks Manager. The City reserves the right to schedule additional users and to enter into facility use agreements with other organizations to maximize utilization of available facilities.
- k. The Priority User shall schedule all league games to include a minimum interval of thirty (30) minutes between the conclusion of one game and the start of the next, to ensure adequate parking availability and participant transition.

4. ON-SITE STORAGE OF USER PROPERTY

- a. The Priority User is authorized to securely store equipment and related property within Abrams Park Storage Shed 2, Storage Shed 3, and the Concession Stand, as identified in the *Abrams Park Reservable Space Map* (Exhibit B), for the duration of this Agreement.
- b. The City retains the right of access to all facilities and storage areas within Abrams Park at any time, with or without prior notice, for inspection, maintenance, or operational purposes.
- c. In the event that Storage Shed 2, Storage Shed 3, or the Concession Stand is renovated, removed, or otherwise rendered unavailable as part of a permanent park improvement project, the City shall provide the Priority User with a comparable storage space within Abrams Park, subject to availability and mutual agreement.

5. CONCESSION STAND OPERATIONS

- a. The Priority User is authorized to operate concessions within the Abrams Park Concession Stand, as identified in the *Abrams Park Reservable Space Map* (Exhibit B), for the duration of this Agreement.
- b. Concession operations shall be limited to the dates and times that coincide with the Priority User's approved field reservations and shall not occur outside of those scheduled activities without prior written authorization from the Parks Manager or their designee.

- c. The Priority User shall be solely responsible for ensuring that all concession operations comply with all applicable federal, state, and local laws, regulations, and public health requirements, including, but not limited to, those enforced by Clark County Public Health.
- d. The Priority User shall obtain and maintain all required permits, licenses, and health authorizations necessary for concession operations and shall provide copies of such documentation to the Parks Manager or their designee upon request.
- e. The City reserves the right to inspect the concession stand and its associated areas at any time to verify compliance with health, safety, and operational standards.
- f. The Priority User shall maintain the concession stand and its immediate vicinity in a clean, sanitary, and orderly condition. All food waste, packaging, and refuse shall be removed from the premises after each day of operation.
- g. Following each day of concession operations, the Priority User shall empty and replace liners in all trash receptacles adjacent to the athletic fields, including those serving the Baseball Field, Softball Field, T-Ball Field, and Soccer Fields.
- h. Failure by the Priority User to comply with any provision of this Section may result in temporary suspension or permanent revocation of concession stand privileges, at the sole discretion of the City Manager or their designee.

6. USE RESTRICTIONS AND USAGE FEES

- a. The Priority User acknowledges and agrees to comply with Ridgefield Municipal Code (RMC) Chapter 8.18 – *Park Rules and Regulations*. The Priority User shall be responsible for ensuring that all players, parents, officials, volunteers, and representatives associated with its operations comply with RMC 8.18.
- b. Abrams Park and the RORC shall remain open and available for general public use during the Priority User's reservations, except as otherwise approved in writing by the City Manager or their designee.
- c. No parking spaces at Abrams Park or the RORC shall be reserved or designated exclusively for the Priority User during the term of this Agreement.
- d. As a Priority User, reservations for Abrams Park Facilities shall be charged according to the most current *Abrams Park Priority User Flat Rate Schedule* (Exhibit A) established by the City, except as modified by Paragraph 2(i). All invoices shall be paid in full within thirty (30) days of the invoice date unless alternative arrangements are approved in writing by the City Manager or their designee.
- e. The Priority User shall be responsible for any damage to facilities, equipment, or grounds that exceeds normal wear and tear and shall reimburse the City for the cost of repair or replacement as determined by the City.
- f. The Priority User shall reserve facilities solely for its own organizational use and shall not sublet, assign, or transfer reservation rights to any other group or individual.
- g. Use of Abrams Park under this Agreement shall be limited to baseball and softball activities for youth participants ages nineteen (19) and under affiliated with Ridgefield Little League (RLL).

- h. The Priority User shall not charge admission, parking, or other access fees for activities conducted at Abrams Park without prior written authorization from the City Manager or their designee.
- i. The City and the Priority User shall comply with Washington's *Fair Play and Community Sports Act* (RCW 49.60.500 et seq.) and any applicable City policies prohibiting discrimination in community athletics programs on the basis of sex or other protected class.
- j. The Priority User shall adhere to all facility closure directives issued by the City Manager or their designee, including closures due to weather, maintenance, or safety concerns.
- k. The Priority User shall provide appropriate facility orientation and training for all coaches, officials, volunteers, and other representatives to ensure proper use and care of City facilities.
- l. The Priority User shall comply with all site-specific safety protocols and operational guidelines established by the City Manager or their designee pertaining to buildings, infrastructure, and park features.

7. DELINQUENCIES AND MISUSE

- a. All use fees, invoices, and other charges assessed under this Agreement shall be due and payable within thirty (30) days of the invoice date, unless otherwise approved in writing by the City Manager or their designee. Any balance not paid when due shall accrue interest at a rate of one percent (1%) per month (twelve percent (12%) per annum) until paid in full. The City reserves the right to suspend future reservations or facility access until all outstanding balances, including interest, are satisfied.
- b. The Priority User shall make facility reservations only for confirmed, active program use by its organization. The reservation of facilities for speculative, unused, or otherwise unutilized time constitutes improper use. Upon such determination, the City Manager or their designee may require a meeting with the Priority User to review reservation practices and may suspend future reservations until the matter is resolved. Repeated or intentional improper reservation practices constitute a material breach of this Agreement and may result in termination under Section 11.

8. SITE SIGNAGE AND ADVERTISING

- a. The Priority User may sell and display advertising signs on the fencing surrounding the Softball Field, Baseball Field, and T-Ball Field located within Abrams Park, subject to the terms of this Agreement.
- b. All signage shall comply with the City's sign code and any other applicable laws, policies, or regulations in effect at the time of installation or display, as referenced in Exhibit C.
- c. All advertisements, sponsorships, or promotional materials proposed for display at Abrams Park shall be submitted to and approved in writing by the City prior to installation or posting.

9. LIABILITY AND INSURANCE

- a. The Priority User shall obtain and maintain throughout the term of this Agreement insurance coverage with minimum liability limits of one million dollars (\$1,000,000) per

occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, annually renewing occurrence based coverage, including commercial general liability (CGL), no fault Med Pay of \$5,000, completed operations, property damage, and auto liability for all vehicles used by the Priority User. The deductible for any one liability coverage shall be no more than \$5,000 unless otherwise agreed.

- b.** The Priority User must give the City seven (7) days' notice of cancellation of insurance coverage required by this Agreement. The cancellation of required insurance coverage, without simultaneous coverage under a replacement policy that meets the requirements of this section, constitutes a material breach of this Agreement.
- c.** Such insurance shall name the City and their officers, employees, and agents as additional insureds. No less coverage under the additional insured endorsement will be provided to the City and their officers, employees and agents than exists in the underlying insurance contract. Before the Priority User has access to the Premises, the City shall have a complete policy set, including the underlying policy and the additional insured endorsement.
- d.** The City and the Priority User shall review the amounts of the insurance limits specified herein prior to the end of the fifth term of this Agreement. The City may determine to adjust such limits as necessary and appropriate to a reasonable amount in light of changes in market and/or operational conditions. Thereafter, the City may similarly adjust such insurance limits as necessary and appropriate prior to each successive annual term. Insurance carried by the Priority User on the City's behalf shall be primary in all cases and not seek contribution from any other insurance held by the City.
- e.** A copy of the Certificate of Insurance must be provided to the Scheduler or designee, annually and prior to the start of the primary playing season and the initial use of the premises. The certificate must be provided, after that, on an annual basis by the renewal date of the policy. Failure to submit evidence of coverage will constitute a breach of contract.

10. HOLD HARMLESS/INDEMNIFICATION

- a.** The Priority User shall exercise its privileges hereunder at its own risk. The Priority User shall indemnify, hold harmless and defend the City and its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind of nature, arising out of, or in connection with, or incident to, the exercise of the Premises by the Priority User.
- b.** In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against the Priority User, the City retains the right to participate in said suit.
- c.** This indemnity, hold harmless and defense provision shall include any claim made against the City by an employee, subcontractor or agent of the Priority User even if the Priority User is otherwise immune from liability pursuant to the worker's compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole gross negligence of the City. The Priority User specifically acknowledges that the parties have mutually negotiated the provisions contained herein and it is the intent of the parties that the Priority User provides the broadest scope of indemnity permitted by RCW

4.24.115.

11. TERMINATION

- a.** Either party may terminate this Agreement for any reason upon giving the other party a minimum of ninety (90) days' written notice in advance of the date sought for such termination. Such termination will not affect the practice, game, or postseason reservations or the Priority User's obligation to pay fees for remaining balances for previous reservations or pending reservations.
- b.** If for any cause either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates the terms and conditions of this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. Except for a breach of section 7 of this Agreement, the responsible party will be given the opportunity to correct the failure or violation. If the failure or violation is not corrected within fifteen (15) business days of such notice, this Agreement may be terminated immediately by written notice from the aggrieved party to the other. In the case of a breach of section 7, the City may terminate the Agreement immediately.
- c.** The City reserves the right to terminate this Agreement at any time without prior written notice if it becomes necessary to end operations of the park, either temporarily or permanently.

12. NOTICES

- a.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed properly given when personally delivered, sent by certified or registered mail (postage prepaid, return receipt requested), or deposited with a nationally recognized overnight courier service, addressed as follows:

City of Ridgefield

ATTN: City Manager
230 Pioneer Street
Ridgefield, WA 98642

Ridgefield Little League

ATTN: President
PO Box 804
Ridgefield, WA 98604

13. COORDINATION

- a.** The Priority User will meet with the Parks Manager no less than twice each year, first, between January 1st and February 1st, and second, between July 1st and August 1st, to review yearly plans and progress.
- b.** Each party grants the other full access to its records and plans during reasonable hours, to the extent that such access is needed for any phase of planning, operations, or administration of this Agreement or any project carried out pursuant to this Agreement.

14. MISCELLANEOUS

- a.** This Agreement constitutes the entire agreement between the City and the Priority User, and supersedes all prior agreements and proposals, oral or written, and all other communications between the parties, in relation to the subject matter of this Agreement. No other agreement or understanding exists between the City and the Priority User regarding this matter, except as expressly put forth in this instrument.
- b.** Any modification of this Agreement must be in writing and executed by both parties.
- c.** No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision. No waiver shall be construed to be a modification of the terms and conditions of this Agreement.
- d.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.
- e.** This Agreement will be construed in accordance with the law of the State of Washington.
- f.** In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.
- g.** Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend and enforce the award.

DATED this _____ day of _____, 2025.

CITY OF RIDGEFIELD:

Ridgefield Little League:

By: _____

City Manager

By: _____

President

Attest/Authenticated:

City Clerk



Use & Maintenance Agreements With Indirect Recreational Program Providers

City Council
Thursday, October 23, 2025



Introduction

Overview

- Review of Ridgefield's Current Recreational Model
- Partnership History
- Abrams Park Use & Maintenance
- RORC Use & Maintenance

Tonight's Objective

Consideration of Approval for Use
Agreements with Service Providers

Direct vs. Indirect Service Models

Direct Service	Indirect Service
City provides programs directly (classes, camps, leagues).	City provides facilities and support for community providers.
Requires dedicated staff, budgets, and program administration.	Relies on volunteer or nonprofit organizations to deliver programs.
Common in larger cities with recreation departments.	Common in smaller or growing cities like Ridgefield.

Youth Recreational Partners



Pacific Soccer Club

- Southwest Washington club with deep roots in Ridgefield, serving hundreds of Ridgefield youth each season
- Provides recreation and developmental soccer opportunities close to home, reducing barriers for local families
- Ridgefield volunteers and coaches emphasizing inclusivity, teamwork, and player development



Ridgefield Little League

- Longstanding partnership providing baseball and softball for decades
- Serves 400+ Ridgefield youth annually across all age ranges
- Focus on sportsmanship, teamwork, and inclusion
- Volunteers support field care and coordinate with City staff at Abrams and RORC

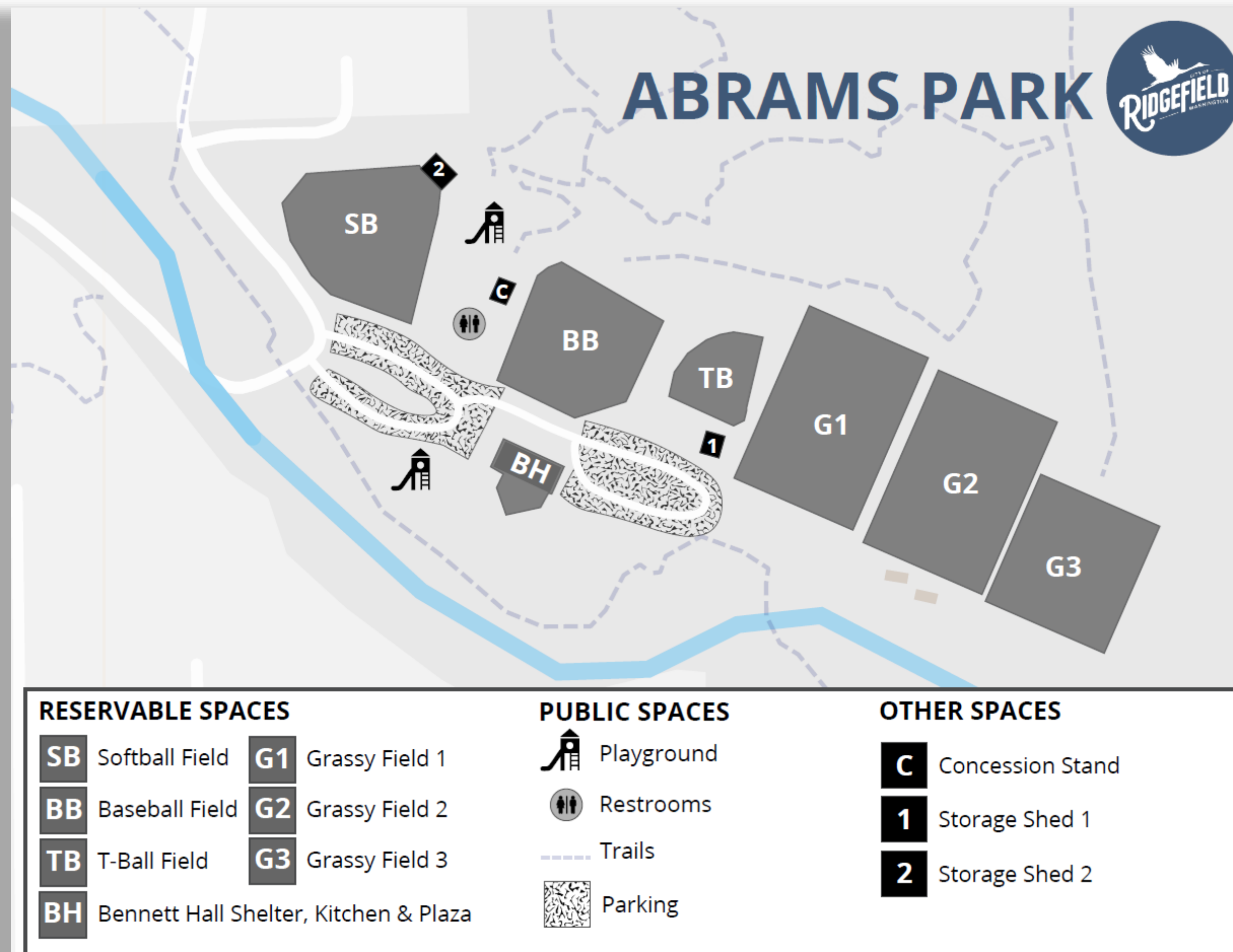
Abrams Park Use & Maintenance

Partner Contributions

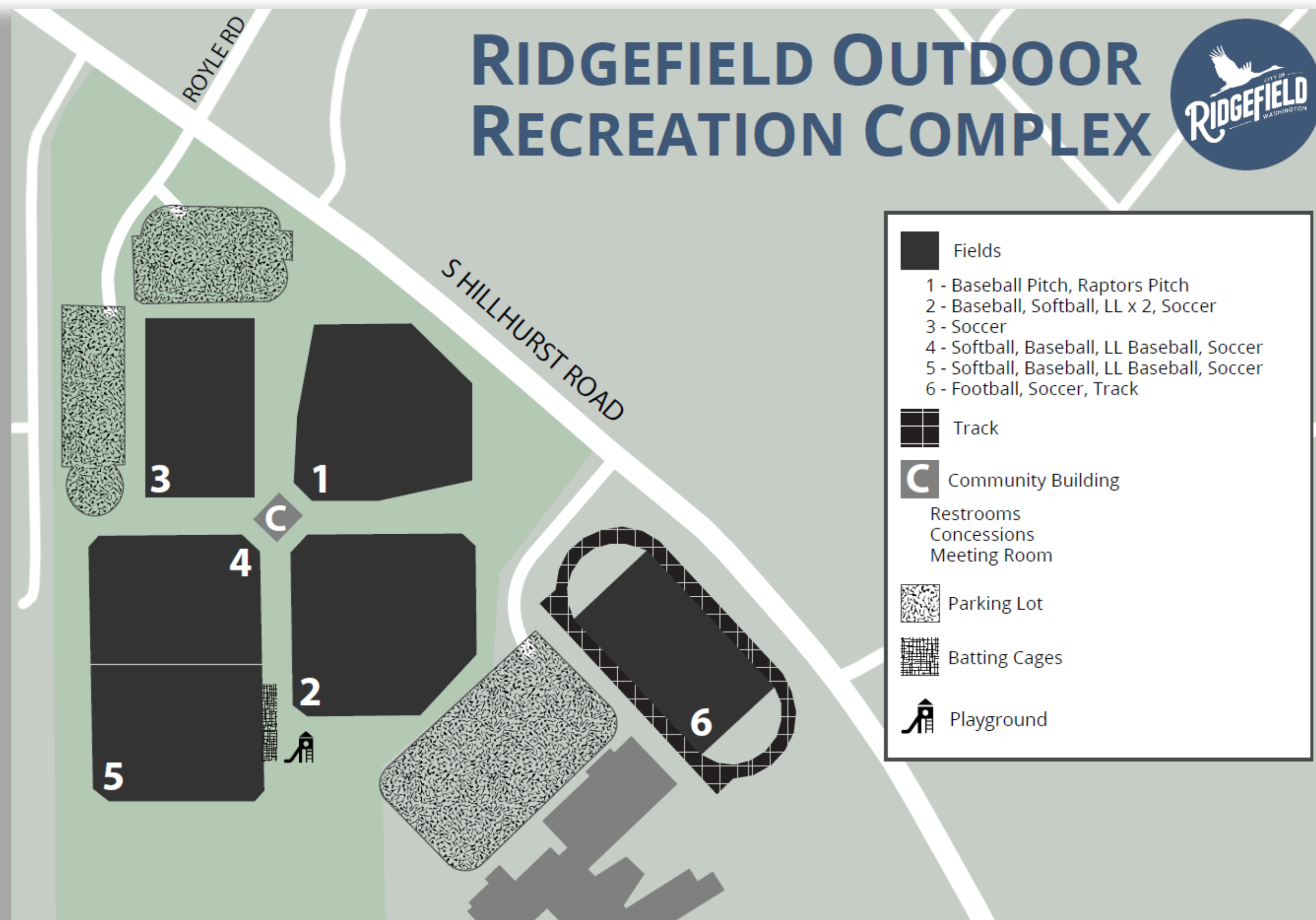
- Capital Improvements
 - PSC: \$5,000 | RLL: \$15,000
 - All Capital Investments are the property of the City
- Specialized Maintenance Coordinated with City
 - In-Field Maintenance, Bases
 - Goals, Flags, Nets
- Abrams Park Priority User Flat Use Rate Schedule
 - \$2,200 annual fee per athletic field

Priority Use Definition

- First-Public Priority Use of Athletic Fields
 - RLL: Softball, Baseball, T-Ball
 - PSC: Grassy Fields 1, 2, and 3
- Access to On-Site Storage
 - RLL: Storage Shed 2
 - PSC: Storage Shed 1
- Concession Stand Operations
 - RLL permitted with additional maintenance requirements



RORC Use & Maintenance



Partner Contributions

- Capital Improvements
 - PSC: \$25,000 | RLL: \$10,000
 - All Capital Investments are the property of the City
- Specialized Maintenance Coordinated with City
 - Backstops, Mounds
 - Goals, Flags, and Nets
- Subject to RORC Shared Use Agreement Fee Schedules

Priority Use Definitions

- City-Sponsored Activities for All Athletic Fields
- Allocation of Priority Use Hours Per Year
 - RLL: 745 hours | PSC: 2,450 hours
- Adherence to Scheduling Protocols
 - Submitted 60 Days prior to Quarter
 - Schedule Published 30 Days prior to Quarter to allow public reservations
 - Partial Refund if late cancellation

Council Discussion





Contact Us

*Public Works Department
Parks, Trails, and Recreation Division*

Corey Crownhart, MSML

(he/him)

Title: Parks Manager

Phone: (360) 887-6010

Email: corey.crownhart@ridgefieldwa.us

Thank You

The City of Ridgefield, Washington

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 23, 2025

AGENDA ITEM NAME: First Reading of Ordinance No. 1463 - Approval of AT&T Franchise Agreement

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

Earlier this year, AT&T purchased LUMEN's fiber operations. AT&T reached out to many Washington cities to negotiate franchise agreements for these operations. The City has been working with a representative from AT&T for a franchise agreement related to these operations. The proposed agreement was based on other telecommunication franchise agreements within the City. It has been approved by AT&T and has been reviewed and approved by staff. The Franchise Agreement Ordinance grants to Forged Fiber 37, LLC—their agent-- a ten year franchise to construct, operate, maintain and repair a telecommunications facility within the City rights of way. The Ordinance sets out the terms and conditions that the Franchisee must comply with to operate in the ROW, including permits, operation and safety of facilities, relocation, indemnification, dispute resolution and more.

BUDGET/FINANCIAL IMPACTS:

The City is not authorized under law to assess a franchise fee for use of ROW telecommunications facilities; however the City can assess administrative fees for permits and franchise negotiation costs.

RECOMMENDED ACTION OR MOTION:

1st reading only, no action required.

STAFF CONTACT: Ryan Thamert, Public Works Director

ATTACHMENTS:

1. Template RIDGEFIELD TELECOM Franchise Agreement 9-15-25 FINAL

ORDINANCE NO. 1463

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON, GRANTING FORGED FIBER 37, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("GRANTEE"), ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, OPERATE AND USE A TELECOMMUNICATION SYSTEM OR FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS, AND THROUGH THE RIGHTS OF WAY OF THE CITY OF RIDGEFIELD, WASHINGTON

WHEREAS, the City Council of the City of Ridgefield finds it desirable for the welfare of the City and that the general public health, safety, welfare, necessity and convenience require that Facilities to provide for Telecommunications Service and Facilities may be used, be constructed, maintained and repaired in an orderly manner when such Facilities are located in, under, on or along City rights-of-way;

WHEREAS, Grantee is a provider of certain telecommunications services, including broadband internet services, and owns and operates and/or will construct, own, and operate the Telecommunication Facilities defined herein in the City's rights-of-way

WHEREAS, there is hereby granted by this ordinance, subject to Grantee's acceptance of the terms of this franchise as provided herein, for a term as described below, unless otherwise terminated as provided for herein, to Grantee, its successors and assigns, the non-exclusive rights, privilege, authority and franchise to own, operate and maintain an overhead and/or underground Telecommunication System along and across the franchise area. This franchise is conditioned upon the terms and conditions contained herein and Grantee compliance with any federal or state regulatory agencies with jurisdiction over Grantee. By granting this franchise, the City is not assuming any risks or liabilities by way of Grantee activities therefrom.

NOW, THEREFORE, the City Council of the City of Ridgefield, Washington, does hereby ordain as follows:

SECTION 1. DEFINITIONS

- 1.1** Where used in this franchise (the "Franchise") the following terms shall mean:
- 1.1.1** "Forged Fiber 37, LLC" or "Grantee" means Forged Fiber 37, LLC, a Delaware limited liability company registered to do business in Washington, and its successors and assigns.
 - 1.1.2** "City" means the City of Ridgefield, Washington, and its successors and assigns.
 - 1.1.3** "Franchise" means the grant of rights, privileges and authority embodied in this Ordinance.
 - 1.1.4** "Franchise Area" means all of the roads, streets, avenues, alleys, highways, paths, trails and other public rights-of-way controlled by the City as now laid out, platted, dedicated or improved; and all roads, streets, avenues, alleys, highways and public rights-

of-way controlled by the City as presently laid out, platted, dedicated or improved within the present limits as shown by Clark County, or as may be hereinafter annexed or added to the City.

1.1.5 "Telecommunication System" or "Facilities" means, collectively, Grantee's infrastructure within the City's Rights-of-Way, including, but not limited to, lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, designed or constructed for the purpose of providing Telecommunications Service, whether the same be located overhead or underground. A general description of the Telecommunications Facilities currently planned by the Grantee is set forth in Exhibit A, attached hereto and incorporated by this reference.

1.1.6 "Telecommunications Service" shall mean any telecommunications services provided by Grantee over its Telecommunication System, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in communication service, including, but not limited to, transmission of voice, data or other electronic information, facsimile reproduction or other subsequently developed technology which carries an electronic signal over fiber optic cable, including, but not limited to, those definitions of telecommunications services included in Chapter 35.99 RCW; provided that, these terms shall not mean, refer to or include, "cable services", open video services, or video programming services as those terms are defined in the Cable Communications Act of 1984, as amended, or over-the-air broadcasts to the public at large from facilities licensed by the Federal Communications Commission or any successor thereto, or to any services that Grantee may not by law provide.

1.1.7 "Ordinance" means this Ordinance No. _____ which sets forth the terms and conditions of this Franchise.

1.1.8 "Public Improvement" means any capital improvement or repair within the Franchise Area that is undertaken by or on behalf of the City and is funded by the City (either directly with its own funds or with other public monies obtained by the City). For clarity, the term "Public Improvement" shall include any public work capital improvement or repair undertaken by the City which requires the relocation of Grantee's Facilities that conflict with said Public Improvement within the Franchise Area, even if a portion of the public work capital improvement or repair includes work performed for a third party county or municipality under a valid interlocal agreement between the City and such county or municipality (except to the extent the request to relocate Grantee's Facilities is caused entirely by work done for such governmental third party). Public Improvement shall not include, any improvements or repairs undertaken by any third-party private entities, or undertaken by the City by agreement with, or for the benefit of third-party private entities

1.1.9 "Force Majeure" shall mean delays due to acts of God, war, civil disturbances, fire, unavoidable casualty, construction delays due to weather, failure of supplier(s), labor dispute, or other similar causes beyond the control of Grantee or City.

1.1.10 "Mayor" means the Mayor of the City of Ridgefield or his or her designee.

1.1.11 "Public Works Director" means the duly appointed incumbent of the office of Public Works Director of the City of Ridgefield or his or her designee.

SECTION 2. GRANT AND RENEWAL OF FRANCHISE

2.1 Pursuant to the laws of the State of Washington, the City hereby grants to Grantee subject to the terms and conditions as set forth herein, a Franchise for a period of ten (10) years commencing upon the effective date of this Ordinance and subsequent acceptance of such ordinance and Franchise by Grantee. This Franchise is granted upon the express condition that Grantee, within thirty (30) days after the adoption of this Ordinance, shall file with the clerk of the City a written acceptance of the same.

2.2 This Franchise may be renewed for additional ten (10) year terms pursuant to the following process: If Grantee desires to renew, Grantee shall notify the City not later than 180 days prior to the expiration of the franchise of its desire to renew and its desire, if any, to renegotiate any of the terms set forth within this Franchise or desire to add or delete any such terms. The City shall respond to the request not later than 120 days prior to the expiration date, and may request renegotiation of any term, or the addition or deletion of any term at that time. If Grantee does not request renewal, this Franchise shall be deemed terminated. If Grantee requests renewal, and either party requests renegotiation, or addition or deletion of any term or terms, this Franchise shall not renew unless and until the City and Grantee reach agreement and said agreement is approved by ordinance of the City Council. The City will not unreasonably withhold renewal of additional periods. Nothing in this section prevents the parties from reaching agreement on renewal earlier than the time periods indicated.

2.3 Grantee specifically agrees to comply with the provisions of any applicable City codes, ordinances, regulations, standards, procedures, permits or approvals, as from time to time amended. The express terms and conditions of the Franchise constitute a valid and enforceable contract between the Parties.

2.4 Upon termination or expiration of the Franchise, Grantee shall, within one hundred and eighty days (180), remove all its Facilities from the Franchise Area. Should the Grantee fail to remove its facilities within the one-hundred-and-eighty-day period (180), the City may remove the facilities and charge Grantee for the costs of removal.

SECTION 3. FACILITIES WITHIN FRANCHISE AREA

3.1 The City does hereby grant to Grantee the right, privilege, authority and franchise to set, erect, lay, construct, support, attach, connect, maintain, repair, replace, operate and use Facilities in, upon, over, under, across and through the Franchise Area, provided that such placement complies with all city requirements, to provide for the transmission, distribution and sale of voice, data or other electronic information, facsimile reproduction or other subsequently developed technology which carries an electronic signal over fiber optic cable, including, but not limited to, those definitions of telecommunications services included in Chapter 35.99 RCW.

3.2 This Franchise shall not convey any right to Grantee to install new Facilities outside the Franchise Area; provided, however, that Grantee shall retain the right to maintain, repair and operate Facilities installed prior to this franchise agreement with the City if said Facilities are outside the Franchise Area, but such right shall be subject to the provisions of Section 3.3. Further, restrictions to overhead lines repairs, upgrades or replacement, as per City standards and codes, shall apply.

3.3 Except as provided for in Section 9, existing Facilities installed or maintained by Grantee on public grounds and places within the City (which Facilities are not within the Franchise Area as defined in this Franchise) may continue to be maintained, repaired and operated by Grantee at the location such Facilities exist until replaced at the end of their useful life. Such facilities shall be moved within franchise limits as poles and utilities are replaced at the end of their useful life and as per Section 9 and defined in Section 1.1.8

SECTION 4. NON-INTERFERENCE AND MAINTENANCE OF FACILITIES

4.1 Grantee Facilities shall be constructed, installed, maintained and repaired within the Franchise Area as per applicable City standards and codes so as not to unreasonably interfere with the free passage of traffic and in accordance with the laws of the State of Washington, and the ordinances, rules and regulations of the City which are not inconsistent with the terms of this Franchise. Grantee shall exercise its rights within the Franchise Area in accordance with applicable City codes and ordinances governing use and occupancy of the Franchise Area.

4.2 Any repair of Grantee's Facilities within the Franchise Area shall be made within the time and in a manner which conforms with generally accepted customs, practices and standards in the industry and as agreed to by the City.

4.3 Whenever the Public Utility District No. 1 of Clark County, Washington, permanently discontinues use of any above ground or at grade District-owned Facilities within the Franchise Area, such as poles, braces, guys, and anchors, due to modifications or upgrades to District's Facilities within the Franchise Area, the relocation or removal of Grantee's Facilities shall be the responsibility of Grantee. The relocation or removal of such facilities shall occur within ninety (90) calendar days after Grantee's receipt of notice from the City demanding relocation or removal. The City will expeditiously review any Grantee requests to move its Facilities.

SECTION 5. TERMS AND CONDITIONS

The terms and conditions of this Franchise shall be subject to the Constitution and laws of the United States of America and the State of Washington.,

SECTION 6. GRANTEE – SCOPE OF OBLIGATIONS

The obligations imposed upon Grantee by the express terms of the Ordinance granting such franchise or implied by the terms of this section or any other ordinance affecting the same, shall be deemed to include every employee, nominee or independent contractor of Grantee performing work in the Franchise Area under contract, direction, request or authority of Grantee under this Franchise, and Grantee, its agents, employees or independent contractors, severally, shall be responsible to the City for any injury or damage to City property or the expense incurred or suffered by the City in correcting defects in work replacing City streets or other improvements damaged by the acts or neglect of such agents, employees, or independent contractors of Grantee.

SECTION 7. SAFETY REQUIREMENTS

Grantee, in accordance with applicable national, state and local safety requirements, shall at all times employ ordinary care and shall install and maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public. All structures and all lines, cables, equipment and connections in, over, under and upon the Franchise Area, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair. If a violation of the National Electric Safety Code or other applicable regulation is found to exist, the City may, after discussion with Grantee, establish a reasonable time for Grantee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself or have them made and collect all reasonable and applicable costs thereof from Grantee. Grantee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any work therein.

SECTION 8. PERMITS; RESTORATION

8.1 Whenever it shall be necessary for Grantee to engage in any work within the Franchise Area, Grantee shall apply for all necessary City permits to do such work, and shall, except to the extent inconsistent with the terms and conditions of this Franchise or where expressly provided otherwise herein, comply with all requirements and conditions of such permits, including but not limited to location and pole height restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition immediately prior to the work, or as otherwise specified in the permit issued by the City in connection with the work. All restoration shall be completed in accordance with the current City requirements, including Ridgefield Development Code at Title 18 and the Ridgefield Engineering Standards for Public Works Construction. This shall not be construed to mean that Grantee shall change and/or upgrade the layout or configuration of existing City facilities. It is further provided that in the event that Grantee has any work in the Franchise Area completed by any of its authorized agents or subcontractors, Grantee shall remain fully responsible for the permit, permitted work and any other permit requirements, notwithstanding any provisions of this Franchise to the contrary. Failure of Grantee to notify the City of work mobilization and demobilization will result in revocation of the permit and any applicable penalty set by City resolution.

8.2 In the event of an emergency situation in which Grantee's Facilities within the Franchise Area are in such a condition so as to necessitate service restoration or immediately endanger the property, life, health or safety of any individual, Grantee may take immediate action to make repairs and/or restore service without first obtaining any required permit, provided that Grantee shall notify the City telephonically or in person within seventy-two (72) hours of the event, and provided that Grantee applies for any necessary permit(s) from the City for such work as soon as reasonably practicable thereafter. For the purposes hereof, "as soon as reasonably practicable" means that the permit application shall be submitted to the City not later than ten (10) business days after the date of the commencement of the action that requires such permit.

8.3 Grantee shall leave all Franchise Areas, after doing construction work, making repairs to equipment etc., in as good and safe condition in all respect as they were before the commencement of such work by Grantee, its agents or contractors, and all recorded monuments which have been disturbed or displaced by the work shall be reset to the specifications and approval of the City Engineer.

8.4 In case of any damage caused by Grantee to said Franchise Area, or to paved or surfaced

roadways, turn-outs, gutters, ditches, wood or concrete walks, drainpipes, hand or embankment rails, bridges, trestles, wharves, landings or monuments, said Grantee agrees to immediately repair said damage to City standards at its own sole cost and expense.

8.5 When the Public Works Director, or designee, determines that an emergency situation does exist, he/she may order and have done any and all work considered necessary to restore to a safe condition any such Franchise Area left by Grantee or agents in a condition dangerous to life or property. The Public Works Director, or designee, may cause to be replaced or reset recorded monuments in the event Grantee fails to replace or reset same within 30 days after completion of construction. Grantee, upon demand, shall pay to the City all applicable, actual, and reasonable costs of doing such work.

SECTION 9. RELOCATION & READJUSTMENT OF FACILITIES

9.1 Whenever the City causes a Public Improvement to be undertaken within the Franchise Area, and such Public Improvement requires the relocation of Grantee's then existing Facilities within the Franchise Area (for purposes other than those described in Section 9.2 below), the City shall:

9.1.1 Provide Grantee with reasonable advance written notice, but in any event not less than ninety (90) days, requesting such relocation; and after receipt, Grantee will review the scope of work to determine if it can be completed. If not, Grantee will notify the Public Works Director, and both parties agree to work cooperatively, within reason, to resolve any scheduling issues.

9.1.2 Promptly provide Grantee with all existing plans and specifications for such Public Improvement as may be requested by Grantee.

After receipt of such notice and such plans and specifications, Grantee shall relocate such Facilities within the Franchise Area at no charge to the City. If the City again requires the subsequent relocation of any Facilities within five (5) years from the date of the initial relocation of such Facilities at the cost of Grantee pursuant to this Section 9.1, the City shall bear the entire cost of such subsequent relocation.

The City and Grantee will work cooperatively and reasonably to come to a mutually agreed plan to accommodate Public Improvements.

9.2 Whenever any private development within the Franchise Area, other than a Public Improvement, requires the relocation of Grantee's Facilities within the Franchise Area to accommodate such development, then in such event, Grantee shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to Grantee at a reasonable time and terms acceptable to Grantee, for any and all costs and expenses incurred by Grantee in the relocation of its Facilities.

9.3 Any condition or requirement imposed by the City upon any person or entity, other than Grantee, that requires the relocation of Grantee's Facilities shall be a required relocation for purposes of Section 9.2 above (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

9.4 If at any time the City deems it advisable to improve any of its streets, avenues, sidewalks, paths, alleys, roads, highways, rights-of-way or other city properties as hereinbefore designated, by grading, re-grading, surfacing or paving same, or altering, changing, repairing or improving same, Grantee upon written notice by the City shall, at its own expense, as soon as reasonably practicable, raise, lower, or move its overhead lines, Grantee Facilities or improvements to conform to such new grades as may be established, or place said property in such locations or positions as shall cause the least interference with any such improvements or work thereon as contemplated by the City and said City shall in no way be held liable for any damage to Grantee that may occur by reason of the City improvements, repairs or maintenance performed in a reasonably careful and prudent manner, or by the exercise of any rights so reserved in this section or grant. If the City shall improve such streets, avenues, sidewalks, paths, alleys, roads, highways, rights-of-way or other city properties, Grantee shall on written notice by City officials, at its own expense, replace its lines or system as may be in or through the improved sub-grade of such improvement, with such materials as shall conform to or exceed the applicable standards of the City and industry for use in such streets, avenues, sidewalks, alleys, roads, highways, rights-of-way or other City properties; **PROVIDED**, that if a readjustment or relocation is necessitated for a reason other than the above enumerated City purposes, the person, firm or private corporation or entity requesting such readjustment or relocation shall pay Grantee the actual costs; **PROVIDED** further, that in the event the City should require such readjustment or relocation in connection with any improvement of project funded, wholly or in part by state or federal funds, the City shall make an effort to include the costs for relocation in its funding applications where it meets funding agency requirements, and if successful, the City will reimburse Grantee for invoice costs eligible under funding program as funds are available.

9.5 The parties agree that "relocation" refers to a permanent movement of facilities required of Grantee, and not a temporary or incidental movement of facilities, such as raising of lines to accommodate house moving and the like, solely for aesthetic purposes, or other revisions Grantee would accomplish without regard to municipal request. The City will work with Grantee to minimize the need for temporary work to accommodate permanent moves.

SECTION 10. INDEMNIFICATION

10.1 Grantee shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all third party claims, costs, judgments, awards, or liability to any person arising from injury or death of any person or damage to property to the extent the same is caused by the negligent acts or omissions of Grantee, its agents, servants, officers, or employees in performing under this Franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of Grantee, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in the Franchise Area or in any other public place in performance of work or services permitted under this Franchise. Provided, however, such indemnification shall not extend to that portion of any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the negligence of the City, its agents, employees, officers, contractors or subcontractors.

10.2 In the event any claim or demand for which indemnification is provided under Section 10.1 is presented to, or suit or action is commenced against, the City based upon any such claim or

demand, the City shall promptly notify Grantee thereof, and Grantee may elect, at its sole cost and expense, to settle and compromise such suit or action, or defend the same with attorneys of its choice. In the event that Grantee refuses the tender of defense in any suit or any claim for which indemnification is provided under Section 10.1, said tender having been made pursuant to this indemnification clause, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable recovery of attorneys' fees under this indemnification clause.

10.3 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Grantee and the City, its officers, employees and agents, Grantee's liability hereunder shall be only to the extent of Grantee's negligence or the negligence of its agents. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided herein, Grantee waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees. This waiver has been mutually negotiated by the parties.

10.4 In the event it is determined that RCW 4.24.115 applies to this Franchise, Grantee's indemnification obligations under Section 10.1 shall apply to the maximum extent permitted thereunder, to the full extent of Grantee's negligence. Furthermore, in any such action, the City shall have the right to participate, at its sole cost and expense, through its own attorney in any suit or action which arises pursuant to this Franchise when the City determines that such participation is in the City's best interest.

10.5 The provisions in this Section 10 shall survive the expiration or termination of this Franchise with respect to any claim, demand, suit or action for which indemnification is provided under Section 10.1 and which is based on an act or omission that occurred during the term of this Franchise.

SECTION 11. MOVING BUILDINGS WITHIN THE FRANCHISE AREA

If any person or entity obtains permission from the City to use the Franchise Area for the movement or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to arrange with Grantee for the temporary adjustment of Grantee's overhead wires necessary to accommodate the movement, removal, or placement/erection of such building or other object, where the movement or removal of such building or other object will pass under Grantee's overhead wires or where the movement or removal of such building or other object will otherwise require the temporary adjustment of Grantee's overhead wires. The City shall require such person or entity to complete such arrangements, upon terms and conditions acceptable to Grantee, not less than ten (10) calendar days prior to the movement or removal of such building or other object. In such event, Grantee shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its overhead wires which may facilitate safe placement or the movement or removal of such building or object.

SECTION 12. RECOVERY OF COSTS; PERMIT FEES

12.1 Utility Tax. If Grantee provides services subject to an applicable utility tax, the Grantee shall pay to the City utility tax upon its gross revenues as is required under Ridgefield Code of Ordinances Section 5.38. Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected.

12.1.1 Revenue from point to point and multi-point services is based on the pro-rata share of the revenue from those services.

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

12.1.3 Grantee may not offset against the Utility Tax the amount of any fee or charge paid to the City in connection with the Grantee's use of the rights-of-way whether or not the fee or charge is imposed under a generally applicable ordinance or resolution. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Grantee.

12.2 As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon revenues derived by Grantee from the telephone business, as defined in RCW 82.16.010, or service provider for use of the right-of-way. However, the City reserves its right to impose a franchise fee upon such revenues in the event that a change in state law or a final binding and non-appealable decision of the appellate courts allows imposition of franchise fees upon such revenues. The City further reserves its right to impose a franchise fee upon gross revenues derived by Grantee from within the City from its communications system, that are not otherwise prohibited pursuant to RCW 35.21.860 or other applicable state or federal law.

12.3 In the event that the City elects to impose franchise fees upon revenues derived by Grantee from its Telecommunication System within the City, the City will provide written notice of the same to Grantee. Grantee agrees that, upon such notice, the City and the Grantee shall enter into good faith negotiations to amend this Franchise so as to enable the City to assess and collect such franchise fees in a manner reasonably acceptable to the City and Grantee. In the event that Grantee disputes the City's authority to impose such franchise fees and/or the Grantee and the City are unable to mutually agree upon the terms and conditions of such amendment to the Franchise, including by way of example and not limitation, the amount of the franchise fee to be assessed, either Party may submit such dispute to dispute resolution pursuant to sections 15.1 and 15.2 of this Franchise. Notwithstanding the provisions of section 15.3 of this Franchise, the Parties agree that in the event the dispute cannot be resolved pursuant to Section 15.1 or 15.2 of this Franchise, either party may submit the dispute to binding arbitration as provided pursuant to section 12.4 herein, by providing written notice to the other party of such intent; provided however, nothing herein shall prevent the parties from first submitting the dispute to mediation.

12.4 Within fifteen (15) days after notice of submission of the dispute to binding arbitration, the Parties shall agree upon a single arbitrator selected from a panel of persons qualified by the American Arbitration Association [or other agreed upon local alternative dispute resolution organization] or, in case of a disagreement, the arbitrator shall be appointed from such panel by the presiding judge of Clark County Superior Court. During such time that the arbitrator is being selected or appointed, the Parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner. The arbitrator shall apply applicable provisions of Washington law in reaching his or her determination. In resolving disputes regarding the terms and conditions of imposition of the franchise fee, including by way of example and not limitation, the amount of the franchise fee to be assessed, the arbitrator shall determine whether the terms and conditions proposed by the City are just and reasonable and within the scope of the City's authority. The determination by the arbitrator shall be final and binding on the Parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Grantee and City shall use their best efforts to conclude all arbitration proceedings involving franchise fee disputes within thirty (30) days following the commencement of such arbitration proceedings. The arbitrator shall have no authority to award attorneys' fees, or any other costs or expenses incurred directly or indirectly in connection with the proceedings *provided, however*, the costs of the arbitrator shall be shared equally by the Parties.

12.5 As provided in RCW 35.21.860, the City may recover from Grantee actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to RCW 43.21C. Grantee shall make payment to the City of such expenses prior to permit issuance. Included as a part of such administrative expenses, the City shall charge Grantee, and grantee agrees to pay an amount not to exceed five thousand dollars (\$5,000.00) for the actual and reasonable expenses, including the City's attorney's fees, incurred in the negotiation of this Agreement. Grantee shall make payment to the City of such previously incurred expenses at the time of the adoption of the city ordinance granting the Franchise upon a receipt of invoice from the City for the same. Failure by Grantee to acquire permit and pay such amounts due shall constitute a failure to comply with the Franchise. Additionally, failure by Grantee to timely pay said amounts shall be grounds for the City to preclude the processing of any applications and/or issuing permits until payment has been fully made.

SECTION 13. NONEXCLUSIVE FRANCHISE

13.1 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with Grantee's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

13.2 Grantee will not share this franchise with any third party without the prior written approval of the City. This agreement may not be assigned or transferred without the written approval of the City, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Grantee shall have the right, without such approval, to assign or transfer its rights, benefits and privileges to: (a) a parent company, subsidiary, or affiliate of Grantee, (collectively, an "Affiliate") (b) an entity that acquires all or substantially all of Grantee's or its Affiliate's assets in the market in which the Franchise Area is located.

13.3 Grantee may, without the prior written notice to the City: (i) lease the Telecommunication System, or any portion thereof, to another person; (ii) grant an indefeasible right of use interest in the Telecommunication System, or any portion thereof, to another person; or (iii) offer or provide capacity or bandwidth in its Telecommunication System, or any portion thereof, to another person; provided that, Grantee shall at all times retain exclusive control over its Telecommunication System and shall remain solely responsible for constructing, maintaining, and repairing its Telecommunication System pursuant to the terms and conditions of this Franchise, and provided further that, Grantee may grant no rights to any such person that are greater than any rights Grantee has pursuant to this Franchise; any rights granted shall terminate upon expiration or termination of this Franchise; such persons shall not be construed to be third-party beneficiaries hereunder; such persons shall not be authorized herein to place, locate, construct, install, maintain, repair or operate equipment, systems or facilities in the public right-of-way belonging to or controlled by such person, without prior authorization of the City; and, no such person may use the Telecommunication System to provide “cable services”, open video services, or video programming services as those terms are defined in the Cable Communications Act of 1984, as amended, except as may be authorized by the City.

SECTION 14. FORCE MAJEURE

In the event that either party is prevented or delayed in the performance of any of its obligations under this Franchise by any event beyond its reasonable control (a Force Majeure event), then that party’s performance shall be excused during the Force Majeure event. The time within which Grantee or City shall be required to perform any act under the Franchise shall be extended by a period of time equal to the number of days performance is delayed due to a Force Majeure. Grantee or City shall not be subject to any penalty hereunder because of acts or failure to act due to Force Majeure.

SECTION 15. DISPUTE RESOLUTION AND AMENDMENT OF FRANCHISE

15.1 If there is any dispute or alleged default with respect to performance under this Franchise, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the dispute or alleged default. Within fifteen (15) days of its receipt of such notice, Grantee shall provide written response to the City that shall acknowledge receipt of such notice and state Grantee’s intentions with respect to how Grantee shall respond to such notice. Grantee shall further have thirty (30) days (the “cure period”) from its receipt of such notice to:

A. Respond to the City, contesting the City’s assertion(s) as to the dispute or any alleged default and requesting a meeting in accordance with Section 15.2, or:

B. Resolve the dispute or cure the default, or;

C. Notify the City that Grantee cannot resolve the dispute or cure the default within thirty (30) days, due to the nature of the dispute or alleged default.

Notwithstanding such notice, Grantee shall promptly take all reasonable steps to begin to resolve the dispute or cure the default and notify the City in writing and in detail as to the actions that will be taken by Grantee and the projected completion date. In such case, the City may set a meeting in accordance with Section 15.2.

15.2 If any dispute is not resolved or any alleged default is not cured or a meeting is requested or set in accordance with Section 15.1., then the City shall promptly schedule a meeting between the City and Grantee to discuss the dispute or any alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place not less than ten (10) days after Grantee's receipt of notice of the meeting. Each Party shall appoint a representative who shall attend the meeting and be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute or reach agreement on any alleged default and/or any corrective action to be taken. Any dispute (including any dispute concerning the existence of or any corrective action to be taken to cure any alleged default) that is not resolved within ten (10) days following the conclusion of the meeting shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event senior management is unable to resolve the dispute within twenty (20) days of such referral (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute or any alleged default through other legal means. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

15.3 If, at the conclusion of the steps provided for in Section 15.1 and 15.2 above, the City and Grantee are unable to settle the dispute or agree upon the existence of a default or the corrective action to be taken to cure any alleged default, the City or Grantee (as Grantee may have authority to do so) may:

- A. Take any enforcement or corrective action provided for in City code, as from time to time amended; provided such action is not otherwise in conflict with the provisions of this Franchise, and/or;
- B. By ordinance, declare an immediate forfeiture of this Franchise for a breach of any material obligations under this Franchise and/or;
- C. Take such other action to which it is entitled under this Franchise or any applicable law.

15.4 Unless otherwise agreed by the City and Grantee in writing, the City and Grantee shall, as may reasonably be practicable, continue to perform their respective obligations under this Franchise during the pendency of any dispute.

15.5 Neither Grantee's acceptance of this Franchise, Grantee's appearance before the City Council at any public proceeding concerning the proposed termination of this Franchise, nor any action taken by the City Council as a result of any such public proceeding, including a declaration of termination or a finding of grounds to terminate, shall be construed to waive or otherwise affect Grantee's right to seek dispute resolution of the rights and responsibilities of the parties under this Franchise.

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

under this Franchise, unless such permit, approval, license, agreement or other document specifically references this Franchise and states that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

15.7 In the event a dispute arises regarding the interpretation, implementation and/or breach of the terms of this Franchise, the prevailing party is entitled to be awarded costs and reasonable attorney fees incurred in resolution of such dispute pursuant to the terms of this section and in any judicial proceeding.

SECTION 16. RESERVATION OF RIGHTS

In the event the City should vacate, close, or abandon any portion of any public street, avenue, alley, road, highway, right-of-way or other City property which is subject to rights granted by said Franchise, or which contains any portion of Grantee's Facilities the City shall, after granting an alternate route in its vacation procedure, reserve and grant an easement to Grantee for Grantee's existing Facilities unless Grantee determines the easement is unnecessary. Any conveyance of land contained in such closed, abandoned public streets, alley, or right-of-way shall be subject to the rights herein granted. In cases where the City determines that reserving and granting an easement to Grantee is impracticable, the City will notify Grantee thirty (90) business days prior to any final vacation action.

SECTION 17. ANNEXATION

Annexation of unincorporated areas within the City's urban growth area, including City consideration of acquisition of Grantee facilities, shall comply with RCW 35A.14 (Annexation by Code Cities) and this Franchise between the City and Grantee.

SECTION 18. SEVERABILITY

18.1 Except as provided below, if any section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or supersede by state or federal legislation, rules, regulations or decision, the remainder of this Franchise shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this Franchise shall be valid and enforceable to the fullest extent permitted by law. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

18.2 If any material provision of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal law, rules, regulations or decision so that the intent of these provisions is frustrated, the parties agree to immediately negotiate a replacement provision to fulfill the purpose and intent of the superseded provisions consistent with applicable law.

SECTION 19. NOTICES

All notices from Grantee to the City pursuant to this Franchise shall be directed to the City Manager at P.O. Box 608, Ridgefield, Washington 98642, or to such person as designated by the City Manager. All notices from the City to Grantee pursuant to this Franchise shall be directed to:

Forged Fiber 37, LLC c/o AT&T
Attn.: Legal Dept – Network Operations
Re: Ridgefield Franchise Agreement (WA)
208 S. Akard Street
Dallas, TX 75202-4206

or to such person as designated in writing by Grantee. Grantee shall maintain, throughout the term of this Franchise, an address for service of notices by mail. Grantee shall also maintain a telephone number operational during normal business hours for the conduct of matters related to this Franchise. Any change in address or telephone number shall be furnished to the City ten (10) days prior to the change. Any change to City ordinances that affect Grantee's compliance with this Franchise shall be furnished to Grantee ninety (90) days prior to such change.

SECTION 20. EFFECTIVE DATE

20.1 This Franchise shall be in full force and effect thirty (30) days after publication, subject to acceptance by Grantee in accordance with the provisions of this Franchise. This Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of the ordinance.

20.2 This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____, 2025.

Mayor

ATTEST/AUTHENTICATION:

APPROVED AS TO FORM:

City Clerk

City Attorney

Date: _____

Date: _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

I, _____, the duly qualified City Clerk of the City of _____, situated in _____ County, State of Washington, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. _____, an ordinance of the City of _____, entitled:

CITY OF _____
ORDINANCE NO. _____

AN ORDINANCE of the City of _____, Washington, granting _____ ("Grantee"), a Washington limited liability company, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, , support, attach, connect, maintain, repair, replace, enlarge, operate and use Telecommunication System or Facilities in, upon, over, under, along, across, and through the Franchise Area to provide for the transmission, distribution and sale of telecommunications service(s) and telecommunication service(s) and any other purpose for which Grantee's telecommunication system or facilities may be used, provided that such rights, privileges, authorities and franchises are in accordance with City requirements.

I further certify that said Ordinance No. _____ was: (i) introduced on the _____ day of _____, 2025; (ii) published on the _____ day of _____, 2025, according to the law; (iii) approved by the majority of the entire legislative body of the City of _____, at a regular meeting thereof on the _____ day of _____, 20125; and (v) approved and signed by the Mayor of the City of _____ on the _____ day of _____, 2025

WITNESS my hand and official seal of the City of _____, this _____ day of _____, 2025.

City Clerk

City of _____, State of Washington

**HONORABLE MAYOR AND CITY COUNCIL
CITY OF RIDGEFIELD, WASHINGTON**

In the matter of the application _____ :
of Grantee, for _____ : Franchise Ordinance No. _____
a franchise to construct, operate
and maintain facilities in, upon, _____ :
over, under, along, across and
through the franchise area of the _____ :
City of Ridgefield, Washington

ACCEPTANCE

:

WHEREAS, the City Council of the City of _____, Washington, has granted a franchise to Grantee, its successors and assigns, by enacting Ordinance No. _____, bearing the date of _____, 2025; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Grantee on _____, 2025, from said City of _____.

NOW, THEREFORE, Grantee, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of _____.

IN TESTIMONY WHEREOF, Grantee has caused this written Acceptance to be executed in _____ its _____ name by _____ its _____ undersigned _____ thereunto duly authorized on this _____ day of _____, 2025.

NAME: _____

Officer Name, Title

Copy received for City of _____
on _____, 2025

By: _____
City Clerk

Exhibit A

Currently Planned Telecommunications Facilities

At the time of execution of this franchise, Grantee has no current plans for Telecommunication Facilities.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 23, 2025

AGENDA ITEM NAME: Public Hearing and First Reading of Ordinance 1464 - Ridgefield Municipal Code Amendments Part 2

GOVERNING LEGISLATION

RCW 36.70A - Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

Community Development staff compile proposed amendments to the Ridgefield Municipal Code for consideration by Planning Commission and City Council annually. The topics addressed in the amendments come from staff, appointed and elected officials, the development community, and residents. The goal of the proposed amendments is to improve the outcome of projects developed under the code.

Staff presented a list of code amendment topics to Planning Commission in June 2025 and to City Council in July 2025. Planning Commission and Council each directed staff to draft text amendments based on this list of topics. The housekeeping items from that list, as well as those items related to housing, trails, critical areas, landscaping, and water conservation are the focus of this meeting. A summary of the topics is included as an attachment, as are the underline/strikethrough text amendments proposed to implement the changes.

Planning Commission held a public hearing on the proposed amendments in Title 18 (Development Code) on October 1, 2025. The meeting recording is available at <https://ridgefieldwa.us/165/City-Meeting-Audio-Files>. No testimony was received. Planning Commission voted 5-0 in favor of advancing the proposed amendments to Council for approval with the changes noted in the attached "Summary of Proposed Amendments" document.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

None. Public hearing and first ordinance reading only.

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Summary of Proposed Amendments Part 2_Council

2. 2.04.010___City_council_meetings_Time_and_place.
3. 7.04.100___Dangerous_dog_license_fees.
4. 8.35.010___Procurement_of_compost.
5. 12.12.020___Street_tree_care.
6. 13.05.060___Regulations_adopted_by_reference.
7. 13.05.070___Violations_and_penalty.
8. 13.60___FIRE_HYDRANT_REGULATIONS
9. 15.24.020___Types_of_nuisances_designated.
10. 18.070_IMPACT_FEES
11. 18.205.030___Limitations.
12. 18.206.020___Single_family_design_standards.
13. 18.206.030___Accessory_dwelling_units__ADU_.
14. 18.206.050___Duplex_and_triplex.
15. 18.210.030___Dimensional_and_density_standards.
16. 18.210.060___Design_provisions_along_major_corridors.
17. 18.210.090___Off_street_parking.
18. 18.210.120___Accessory_structures_and_dwellings.
19. 18.220.030___Dimensional_and_density_standards.
20. 18.220.100___Off_street_parking.
21. 18.220.130___Accessory_structures_and_dwellings.
22. 18.230.080___Off_street_parking_and_loading.
23. 18.240.060___Site_and_building_design.
24. 18.240.080___Off_street_parking_and_loading.
25. 18.240.110___Special_provisions_for_the_employment_mixed_use_overlay_district.
26. 18.280.020___General_provisions.
27. 18.280.110___Fish_and_wildlife_habitat_conservation_areas.
28. 18.401.065_Trails.
29. 18.610.040___Final_short_plat_application.
30. 18.620.120___Final_plat_requirements.
31. 18.620.145___Homeowners__association.
32. 18.725.030___Types_of_landscaping.
33. 18.830.020___Applicability.
34. 20.100.030___Applicability.
35. 20.200.020___Enforcement_provisions.
36. 20.200.060___Service_of_notice_of_civil_penalty_and_order_to_revoke_permit.
37. 7.04.040___Licensing_and_registration_requirements.

ORDINANCE NO. 1464

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON

Amending Chapters within Titles 2, 7, 8, 12, 13, 15, 18, and 20 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 September 26, 2025 consistent with RCW 36.70A; and

WHEREAS, consistent with WAC 197-11-340(2), on [DATE] the City of Ridgefield issued a SEPA Determination of Non-significance (DNS) regarding the proposed amendments; and,

WHEREAS, the SEPA DNS public comment period expired on [DATE] and the City addressed all comments received; and,

WHEREAS, the Ridgefield Planning Commission, after conducting a public hearing on the proposed amendments on October 1, 2025, forwarded a recommendation to amend the Ridgefield Municipal Code to the City Council; and

WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the proposed amendments during their meeting held on October 23, 2025; and

WHEREAS, the Ridgefield City Council conducted a second ordinance reading on the proposed amendments during their meeting held on [DATE]; 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 2, 3, 7, 8, 12, 13, 15, 18, and 20 of the Ridgefield Municipal Code.

Section 2. Amendments to the Ridgefield Municipal Code. The Ridgefield City Council hereby amends certain Chapters of Titles 2, 3, 7, 8, 12, 13, 15, 18, and 20 as set forth below in Exhibits [xx], 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 [DATE], 2025.

ATTEST/AUTHENTICATED:

Matt Cole, Mayor

Julie Ferriss,
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: October 23, 2025

Second Reading/Passage:

Date of Publication:

Effective Date:

2025 Ridgefield Municipal Code Amendments – List of Topics

Housekeeping Amendments

Code Section	Proposed Amendment	Planning Commission Recommendations
2.04.010 – City Council Meetings – Time and Place	Update Council meeting location.	Not reviewed by PC (outside of Title 18)
7.04.040.F – Animals – Animal Regulations – Licensing and Registration Requirements	Close loophole through which there are no licensing requirements for owning exactly four dogs. Match to the definition of a kennel (three or fewer dogs require individual licenses; four to ten dogs require a hobby kennel license; more than ten dogs require a commercial kennel license)	Not reviewed by PC (outside of Title 18)
7.04.100.A – Animal Regulations – Dangerous dog license fee	Remove fee amount from code and refer to the Master Fee Schedule.	Not reviewed by PC (outside of Title 18)
15.24.020.A – Abatement of Public Nuisances – Types of nuisances designated	Revise incorrect code references.	Not reviewed by PC (outside of Title 18)
18.206.050.B – Residential Use Standards – Duplex and triplex – density calculations	Revise incorrect code reference.	Support as written.
18.206.050.B.1 – Residential Use Standards – Duplex and triplex – density calculations	Replace placeholder language with the ordinance adoption date.	Support as written.

18.210.030-1 – Residential Low Density Districts – Dimensional and density standards	Add previously established garage setback (20 feet; 18.210.090) to the table of dimensional standards.	Support as written.
	Add a table note clarifying that maximum building height is measured from average existing grade per the definition of “height.”	Support as written.
18.210.090 – Residential Low Density Districts – Off-street parking and loading	Reference EV charging requirements previously adopted for all new development in RDC 18.720.040.	Support as written.
18.220.030-1 – Residential Medium Density District – Dimensional and density standards	Add previously established garage setback (20 feet; 18.220.100) to the table of dimensional standards.	Support as written.
18.220.100 – Residential Medium Density District – Off-street parking and loading	Reference EV charging requirements previously adopted for all new development in RDC 18.720.040.	Support as written.
18.230.080 – Commercial Districts – Off-street parking and loading	Reference EV charging requirements previously adopted for all new development in RDC 18.720.040.	Support as written.
18.240.060.A – Employment Districts – Site and building design	Revise incorrect code reference.	Support as written.
18.240.080 – Employment	Reference EV charging requirements previously adopted for all new development in RDC 18.720.040.	Support as written.

Districts – Off-street parking and loading		
18.240.110.D.1 – Employment Districts – Special provisions for the employment mixed use overlay – Required mix of uses	Revise incorrect code references.	Support as written.

Housing Amendments

Code Section	Proposed Amendment	
18.205.030.FF – Uses – Limitations – Single-family detached residential	Remove limitation allowing detached housing in the RMD-16 zone only if it is single-story. Would allow two-story detached homes in the medium density zone, at 8-16 units per net developable acre. Currently, attached townhomes are the only two-story single-family products allowed in the RMD-16 zone. The development community reports that attached townhomes are not finding a market, causing RMD-16 land to remain undeveloped.	Support as written.
18.206.020, 050, 060 – Residential Use Standards	For single-family, townhouse, duplex, and triplex products in new subdivisions, require lots over a certain slope to be terraced to create usable yard space.	Support the concept. Need to have specific parameters and ensure that any new regulations do not preclude homes with daylight basements to be built on slopes.
18.206.020.D.4 – Single-family design standards – Required design features – front door	Remove provision requiring homes on lots less than 50 feet wide to have a front door visible from the street. This proposal is related to the prior item and would allow single-family detached homes on RMD-16 lots to have a two-car garage and side entry.	Require a mix of front and side entries within neighborhoods. Allow side entry only on very narrow lots (30-35 feet maximum).

18.206.030 – Accessory dwelling units (ADU) and 18.210.120 – Residential low density districts – Accessory structures and dwellings	<u>HB 1337 (2023-2024)</u> – Expanding housing options by easing barriers to the construction and use of accessory dwelling units – establishes new requirements for development codes regulating ADUs. Ridgefield is required to incorporate HB 1337 requirements into our development code, to take effect six months after our comprehensive plan update is adopted (estimated mid-2026). Required changes to Ridgefield’s existing ADU standards include: 1. Impact fees for ADUs may not be greater than 50 percent of the impact fees that would be imposed on the principal unit; 2. The property owner cannot be required to reside in the ADU or another housing unit on the same lot; 3. At least two ADUs (attached, detached, or combination thereof) must be allowed in all zones that allow for single-family homes; 4. Maximum ADU floor area cannot be less than 1,000 sf; 5. Maximum ADU height cannot be less than 24 feet unless the height limitation that applies to the principal unit is less than 24 feet; 6. ADUs must be allowed to encroach in setbacks and/or exceed lot coverage requirements when a) the ADU abuts a public alley; or b) where an existing structure (e.g., garage) that violates current setback or lot coverage code is being converted to an ADU	Support as written.
--	--	----------------------------

	Staff is bringing forward these changes ahead of the deadline because they include a provision for impact fee reduction that solves an ongoing issue in permitting ADUs. Currently, ADUs require payment of full impact fees equivalent to those required for a standard dwelling unit. Often, staff start a conversation with a homeowner about what is required to build an ADU, and when the impact fees are shared the owner can no longer afford to start the project as planned. The strategy we have been using to help homeowners is that if the space does not have a full kitchen (i.e., 240-volt stove connection) it is not technically a dwelling unit – just bonus rooms – so no impact fees are charged with the building permit. This is a viable short-term solution for individual property owners but, realistically, creates situations where individuals or families are living in a space with a microwave/hot plate. Reducing ADU impact fees in Ridgefield has not gained traction in the past but is now required and will help property owners better contribute to the City's long-term housing supply.	
18.206.030.E – Residential Use Standards – Accessory dwelling units – Approval criteria	Change the ADU review procedure from Type II Administrative to Type I ministerial, eliminating the 21-day public comment period but maintaining required notice to the applicable HOA.	Do not make this change to the ADU review procedure.
18.206.050.B – Residential Use Standards – Duplex and triplex – density calculations	Currently, duplexes and triplexes constructed on existing lots may be counted as one-half of a dwelling unit, for the purpose of calculating density, provided the dwelling units within each building average no more than 1,000 sf. Two amendments are proposed:	Support as written.

	1. Establish a provision for triplexes constructed on existing lots to be counted as one-third of a dwelling unit for the purpose of calculating density; and 2. Remove the maximum square footage requirement for units to qualify for the density bonus under this section. Two downtown property owners and staff have identified the current code as a significant barrier to redevelopment of vacant lots.	
18.210.060.B – Residential Low Density Districts – Design provisions along major corridors – setbacks	Require the 25-foot setback from Pioneer, Hillhurst, and Royle to be measured between a house and the property line, not the ROW line, consistent with setback definitions. Update the figure in subsection D (2) accordingly.	Support as written.
18.610.040.B – Short Plats – Final short plat application	Require signature blocks for Clark County Public Health on final plats and final short plats. Creates an opportunity for CCPH to confirm that land divisions are not segregating a well/septic system from an existing residence.	Support as written.
18.620.120 – Procedure for Subdivision – Final plat requirements		Support as written.
18.620.145.A.2.a – Procedure for Subdivision – Homeowners’ association	Allow the Community Development Director to approve minor changes to CC&Rs when the changes do not have a significant effect on a city facility or city right, in which case Council approval would still be required.	Create safeguards by clarifying what types of changes do/do not need to be approved by Council.

Trail Amendments (For consistency with Volume III of the Engineering Standards)

Code Section	Proposed Amendment	
18.401.065 – Planned Unit Developments – Trails	Update verbiage describing types of trails throughout this section to match the terms used in Volume III of the Ridgefield Engineering Standards (Parks and Trails). Use “multi-modal trail” to describe trails that support transportation and connectivity, and “recreational trail” to describe trails used primarily to facilitate outdoor access.	Support as written.
18.401.065.B.4 – Planned Unit Developments – Trails – General Standards – Location	Strengthen language requiring trails in Planned Unit Developments (PUDs) to provide connectivity in the development AND to neighboring parks, businesses, and other destinations.	Support as written.

Critical Area, Landscaping, and Native Plant Amendments

Code Section	Proposed Amendment	
12.12.020 – Streets and Sidewalks – Trees – Street tree care	Current code assigns abutting property owner responsibility to maintain “trees and/or shrubs” located in the public ROW. Broaden to “trees and other landscaping”.	Not reviewed by PC (outside of Title 18)
18.280.020.D – Critical Areas Protection – General Provisions – Regulatory Flexibility	Strengthen the existing provision that mapped critical areas and buffers that have been used for “domestic uses” rather than being left in a natural state are exempt from critical area review by requiring the applicant to demonstrate that the area does not meet the definition of a critical area, and clarifying that “domestic uses” do not include resource uses (agriculture, logging, resource extraction).	Support as written.
18.280.110 – Critical Areas Protection – Fish and wildlife	The requirements to protect fish and wildlife habitat conservation areas apply to priority habitats identified by the Washington Department of Fish and Wildlife (WDFW).	Support as written.

habitat conservation areas	Oregon white oaks (including stands and individual trees) are included in WDFW's priority habitats and are therefore already protected under this section. However, "Oregon white oak" is never stated in this section. Clarify and strengthen by adding a direct reference to Oregon white oaks.	
18.725.030 – Landscaping – Types of landscaping	The purpose statement for Chapter 18.725 includes, "promote the use of drought-resistant native species." Strengthen the ability to implement this purpose statement by adding a development standard encouraging water conservation in development landscaping.	Explicitly require native species in the new development standard.
18.830.020 – City of Ridgefield Native Plant List – Applicability	This chapter currently applies to any development application where site plan review is required. While staff have been applying this section to all development proposals, technically subdivisions do not require a "site plan" in the sense that a commercial project does, rather, they require a plat. Revise such that this chapter clearly applies to all new development.	Support as written.

Water Utility Amendments (Conservation and Enforcement)

Code Section	Proposed Amendment	
13.05.060.B – Public Utilities – General Provisions – Regulations adopted by reference	Add Water Conservation Strategy to the list of regulations adopted by reference.	Not reviewed by PC (outside of Title 18)
13.05.070 – Public Utilities – Violations and penalty	Remove current enforcement language and replace with provisions for enforcement under Title 20 – Enforcement Code.	Not reviewed by PC (outside of Title 18)

13.60 – Fire Hydrant Regulations	Add provisions for enforcement under Title 20- Enforcement Code.	Not reviewed by PC (outside of Title 18)
20.100.030 – Enforcement Code – General Provisions – Applicability	Add Title 13 – Public Utilities to the applicability list for code enforcement.	Not reviewed by PC (outside of Title 18)
20.200.020.H – Enforcement Code – Enforcement – Enforcement provisions	Add Title 13 – Public Utilities to the classification table as a misdemeanor.	Not reviewed by PC (outside of Title 18)

Miscellaneous Amendments

Code Section	Proposed Amendment	
8.35.010.G – Health and Welfare – Compost Procurement	Revise Public Works Department responsibilities regarding composting education and outreach to match the requirements in RCW 70A.205.045.	Not reviewed by PC (outside of Title 18)
18.070.130 – Impact Fees – Collection of impact fee	Allow payment by installment for transportation impact fees as permitted under RCW 39.92.040.	Support as written.
20.200.060 – Enforcement – Service of notice of civil penalty and order to revoke permit	Allow orders to revoke a permit to be served via email.	Not reviewed by PC (outside of Title 18)

2.04.010 City council meetings—Time and place.

The city council of the city of Ridgefield, Washington, shall meet on the second and fourth Thursday of each month, January through October, at the hour of six-thirty p.m. ~~in at~~ the Ridgefield ~~community center~~Administrative and Civic Center, located at ~~210 N Main Avenue~~510 Pioneer Street, Ridgefield, Washington; provided however, that the regular meetings for November and December shall be the first and third Thursday of each of those months.

(Ord. 977 § 1, 2007: Ord. 844 § 1, 2004: Ord. 804 § 1, 2002: Ord. 794 § 1, 2002: Ord. 576 § 1, 1991: Ord. 126 § 1, 1945; Ord. 68A § 1, 1923).

7.04.100 Dangerous dog license fees.

- A. The initial license fee and annual renewal fee for a dangerous dog shall be ~~_three hundred dollars. The annual renewal fee shall be one hundred dollars.~~ in accordance with the most recently adopted master fee schedule of the City of Ridgefield.
- B. The foregoing fees shall be in lieu of the licensing fees otherwise applicable under Section 7.04.040 of this chapter.

(Ord. 1016 § 1 (part), 2008).

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

8.35.010 Procurement of compost.

- A. Definitions. For the purposes of this section, the definitions set forth in RCW 43.19A.010 shall apply, unless the context clearly requires otherwise.
- B. When planning city-funded projects or soliciting and reviewing bids for such projects, city departments shall identify whether compost can be utilized in a city project. In the event that compost can be utilized, city departments shall require purchase of compost for use in city projects.
- C. City departments shall plan for the use of compost in any of the following categories that are applicable to their operations and project types:
 - Landscaping projects;
 - Construction and postconstruction soil amendments;
 - Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and
 - Low-impact development and green infrastructure to filter pollutants or to keep water onsite or both.
- D. Notwithstanding subsections B and C of this section, city departments are not required to use compost products if:
 - 1. Compost products are not available within a reasonable time or distance from the project;
 - 2. Compost products that are available do not comply with existing purchasing standards;
 - 3. Compost products that are available do not comply with federal, state or local health, quality and safety standards; or
 - 4. Compost purchase prices are not reasonable or competitive.
- E. City departments shall give priority to purchasing compost products from companies that:
 - 1. Produce compost products locally;
 - 2. Are certified by nationally recognized organization like the US Composting Council; and
 - 3. Produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the department of transportation or adopted by rule by the department of ecology.
- F. City departments that use compost shall report the following information to the public works department by each December 15:
 - 1. The volume and cost of compost purchased by the city department in that year; and
 - 2. The source or sources of the compost purchased by the city department in that year.
- G. The public works department is responsible for:
 - ~~1. Providing technical assistance and education regarding the use of food and yard waste compost to city departments and staff;~~
 - 1.2.—Conducting educational outreach to inform residents and businesses about the value of food and yard waste compost and how the city uses compost in its operations each yearDeveloping strategies to inform residents about the value of compost and how the jurisdiction uses compost in its operations in the jurisdiction's comprehensive solid waste management plan pursuant to RCW 70A.205.045; and

32. Reporting the total estimated tons of organic material diverted from the city's waste stream because of compost use under this section.

H. By December 31, 2024, and each December 31st of even-numbered years thereafter, the city shall submit a report covering the previous year's compost procurement activities to the department of ecology that contains the following information:

1. The total tons of organic material diverted throughout the year;
2. The volume and cost of compost purchased throughout the year; and
3. The source or sources of the compost.

(Ord. No. 1390, § 3, 1-12-2023)

12.12.020 Street tree care.

- A. It shall be the duty of any person owning real property abutting public right-of-way in the city to maintain such trees and/or ~~shrubs~~ other landscaping located in the public right-of-way in such a manner that they will not constitute a hazard to other trees in the community by harboring detrimental insects or disease organisms nor constitute a public nuisance in violation of this chapter, except as noted below.
1. Proper maintenance shall include, but not be limited to, minor pruning and treatment for disease and insects as needed. The property owner shall also be responsible for major pruning and replacement of dead or significantly damaged trees as needed, to be completed in accordance with the permitting requirements of RMC 12.12.030.
 2. The following areas are designated as city tree care areas, in which maintenance of street trees will be the responsibility of the city: Pioneer Street from 5th Avenue west to Main Avenue; Main Avenue from Pioneer Street north to Mill Street.
- B. The city shall retain all authority to perform work in the right-of-way, to include street tree care, and may prune, maintain and remove street trees, as may be necessary to ensure public safety, or to preserve or enhance the appearance of public lands. In the event the city must prune, maintain, or remove a tree or part of a tree which is in an unsafe condition or is injurious to public water lines, private sewers, or electric or other utility lines or other public improvements, then the cost of such work shall be the responsibility of the abutting property owner.
- C. It is unlawful for any person, firm or corporation to cause to be removed or cut any street or park tree without the written approval of the director. Any person, firm or corporation wishing to remove a street tree or majorly prune shall first submit an application per the terms of RMC 12.12.030. Minor cutting which will not cause death or damage to the tree is excepted from the permitting process.

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

Editor's note(s)—Ord. No. 1188, § 2(Exh. A), adopted July 23, 2015, amended § 12.12.020 in its entirety to read as herein set out. Former § 12.12.020, pertained to public tree care, and derived from Ord. 665, § 2, adopted in 1995; and Ord. 670, § 2, adopted in 1995.

13.05.060 Regulations adopted by reference.

- A. The most current version of the following guidelines and standards are hereby adopted as part of this title. The design detail, workmanship and materials for all projects constructed under this title shall meet the following guidelines and standards. In case of a conflict among standards, the director shall determine which standard shall govern.
- B. Standards adopted.
 - 1. City of Ridgefield Storm Drainage Plan;
 - 2. City of Ridgefield Water System Plan;
 - 3. City of Ridgefield Water Conservation Strategy;
 - 34. Conditions and standards as set forth in Clark County Health Department regulations;
 - 45. Conditions and standards as set forth in the Ridgefield Comprehensive Land Use Plan;
 - 56. City of Ridgefield Engineering Standards for Public Works Construction; and
 - 67. Clark Regional Wastewater District Sewer Standards.
- C. The director is hereby authorized to interpret and enforce the provisions of this title and all technical codes referenced herein or incorporated by this title.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.05.070 Violations and penalty.

- A. ~~Any violation of this title shall constitute an infraction punishable by a penalty of five hundred dollars and shall be governed by the Infraction Rules for Courts of Limited Jurisdiction (IRLJ). In the event the court determines that the defendant has committed an infraction, a civil penalty in the minimum amount of five hundred dollars, no more than two hundred fifty dollars of which may be suspended, shall be imposed upon the responsible person. Any additional penalty will be in the discretion of the court. Each day such incident is in existence shall constitute a separate and distinct infraction for the purpose of imposing a civil penalty. be a civil violation subject to a penalty of five hundred dollars.~~
- B. ~~Any person violating any of the provisions of this title who causes damage to the city's water or stormwater system shall be liable to the city for any expense, loss, or damage caused by the violation. Refusal to pay the assessed costs shall constitute a violation and may result in termination of service.~~
- C. ~~In addition to or as an alternative to any other remedy provided in this section, any person or entity violating this title shall be guilty of a misdemeanor punishable as provided for in RCW 9A.20.021.~~
- D. ~~Any work carried out contrary to the provisions of this title shall constitute a public nuisance and may be enjoined as provided by State law.~~
- E. ~~In addition to any other remedies provided for herein, the city may commence legal or equitable action to prevent, enjoin, abate, or terminate any condition that constitutes or threatens to constitute a violation of this title.~~
- A. The Public Works Utilities and Operations Director (PWUOD) for the City of Ridgefield shall be primarily responsible for the enforcement of this chapter under the supervision of the City Manager, The PWUOD shall have the authority to delegate the implementation and enforcement of the City's adopted water service regulations to another staff member with the Public Works Department or to another staff member within another designated City department. The PWUOD or their designee is identified as the administrative authority for the implementation and enforcement of the regulations.
- B. It shall be unlawful to violate the provisions of this chapter. Enforcement of this chapter shall be governed by RMC Title 20.

(Ord. No. 1148, §§ 1—3, 1-23-2014; Ord. No. 1234, § 2(Exh. A), 6-22-2017)

Chapter 13.60 FIRE HYDRANT REGULATIONS

13.60.010 Access to fire hydrant.

It is a violation of this title for any person to obstruct the access to any fire hydrant by placing around or thereon any stone, brick, lumber, dirt or other material, or to open or operate any fire hydrant, or draw or attempt to draw water therefrom except in conformance with this chapter, or to willfully or carelessly cause damage to the fire hydrant or fire meter.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.60.020 Hydrant operation.

No person other than those designated and authorized by the department shall open any fire hydrant or standpipe belonging to the city, attempt to draw water from it or in any manner damage or tamper with it. In cases where a temporary service has been granted and water is received through a fire hydrant, an auxiliary external valve will be provided to control the flow of water. The director may require the use of a backflow device and/or meter depending upon type of use at the hydrant involved.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.60.030 Hydrant rental.

- A. Any person desiring to obtain water from a city-owned fire hydrant shall first complete a construction meter rental agreement and pay all applicable fees and deposits. Use of a fire hydrant to obtain water shall be a temporary use only and shall not exceed a twelve month duration unless otherwise approved by the director.
- B. All water obtained from a fire hydrant shall be through a water meter provided by the city except that the director may authorize the person to provide his or her own meter. The hydrant meter user shall pay a hydrant meter rental deposit in an amount set forth in the Ridgefield Master Fee Schedule. The hydrant meter user shall be responsible for any damage or loss to the hydrant or the hydrant meter. Upon return of the meter to the city undamaged, the deposit may be used to pay the cost of the meter use, repair to the meter, and for the cost of the water obtained by the user. If the meter is not returned to the city or is returned to the city in a damaged condition, the user shall be responsible to pay all meter replacement or repair costs that exceed the deposit amount. Meter replacement or repair costs shall become payable to the city within thirty days after notification and invoice from the city.
- C. Hydrant meter users will be charged bimonthly at a base rate for a three-inch meter plus the volume charge per cubic feet of water as referenced in 13.35.010, in accordance with the water rates adopted by the city council.
- D. The rental agreement shall be in the possession of the person obtaining water pursuant thereto, and shall be subject to examination upon request by employees of the department. The authorized user shall comply with the requirements of the Uniform Fire Code including 97 UFC 1001.6.2 and this title. The hydrant meter user shall certify that the water truck or tank, if used, has an approved air gap or backflow preventer. When the meter is no longer needed, the user shall return the meter to the department. The department shall

determine the final billing and either process a refund of any balance remaining from the deposit or issue an invoice to the permittee in the event the final charge is in excess of the deposited amount.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.60.040 Moving a fire hydrant.

When a fire hydrant has been installed in the locations specified by the proper authority, the department has fulfilled its obligations. If a property owner or customer desires to change the size, type, or location of the hydrant, that person shall bear all costs of such changes. Any change in the location of a fire hydrant must be approved by the department and the fire department.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.60.050 Violations

It shall be unlawful to violate the provisions of this chapter. Enforcement of this chapter shall be governed by RMC Title 20.

15.24.020 Types of nuisances designated.

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance, and whenever the enforcement officer determines that any of these conditions exist upon any premises or in any lake, river, stream, drainageway or wetlands, the officer may require or provide for the abatement thereof pursuant to this chapter:

- A. The existence of any junk as defined in this chapter; provided, junk vehicles may be dealt with under Chapter ~~8.2015.25~~ of this code if they qualify under the definitions in that chapter. In addition, the retention, parking or storage of any unauthorized vehicle on the public rights-of-way of the city or on private property unless so retained, parked or stored as expressly permitted in Title 18 (Development Code) of this code. For the purposes of this section, an "unauthorized vehicle" is as defined in RCW Section ~~8.20.010(D)~~46.55.010 (14) and the procedure set forth therein may be followed without regard to the nuisance abatement procedure provided in this chapter;
- B. The accumulation of materials or objects in a storage area when the same endangers property and/or safety or creates unsanitary conditions;
- C. The retention of wastes that are not in a covered receptacle which include, but are not limited to, bones, meat, hides, skins, whole or parts of any dead animal, fish, fowl or reptile;
- D. The existence of any places which are likely to attract flies, mosquitoes, and vermin or which are foul or malodorous, including, but not limited to, privies, vaults, cesspools, sumps and pits;
- E. The existence of any junk or refuse on any premises as defined in this chapter;
- F. The growing of blackberry vines that create a visibility obstruction at intersections, alleys, driveway entrances or that grow onto another person's property, as well as tall grass and/or weeds which become over one foot in height;
- G. The existence of items that may become a fire hazard;
- H. The storage or keeping on any premises for more than thirty days of any used or unused building materials as defined in this chapter, whose retail cost new would exceed one thousand dollars, without a special permit from the director; provided, the business is permitted under the zoning ordinance and other applicable ordinances of the city. Nothing in this section shall:
 - 1. Prohibit such storage without a permit when done in conjunction with a construction project for which a building permit has been issued and which is being pursued diligently to completion,
 - 2. Prohibit such storage without a permit upon the premises of a bona fide lumberyard, dealer in building materials or other commercial enterprise,
 - 3. Make lawful any such storage or keeping when it is prohibited by other ordinances or laws;
- I. The existence of any fence or other structure or thing on private property which is sagging, leaning, fallen, decayed, dilapidated, or in an unsafe condition;
- J. Violation of the zoning ordinance (RMC Title 18), health and welfare regulations (RMC Title 8), and building and construction codes (RMC Title 14);
- K. The existence on any premises, in a place accessible to children, of any attractive nuisance;
- L. The existence of any drainage onto or over any sidewalk or public pedestrian way;
- M. The existence of any bees, Africanized honey bees, yellow jackets, hornets or wasps that harbor in colonies, hives, apiaries or nests which are not authorized by ordinance or statute and are not in full compliance with the Revised Code of Washington or the Washington Administrative Code;

-
- N. The existence of any graffiti as defined in this chapter;
 - O. The existence of any heat pump and/or air conditioner unit that is ground mounted, unless screened by shrubs or fence from the adjacent property;
 - P. The existence of any floor or display lighting unless used and constructed so as to not unduly illuminate the surrounding properties and not create a traffic hazard. Lighting maintained by the city on public rights-of-way and lighting of athletic fields are exempt from this provision;
 - Q. The intentional or negligent discharge of items including but not limited to garbage, yard waste, solvents, antifreeze, oil, gas, fireplace ashes, paint, swimming pool water into a street, sidewalk, alley, storm sewer system, or water resource such as a wetland, creek, pond, or lake. This includes illegal discharge or discard of any item on to any public land within the city limits;
 - R. Sweeping, pushing, throwing or depositing, or permitting to be thrown or deposited, any snow, dirt, leaves, sweepings of any house, store, shop or office onto the public sidewalk or into the street, alley or lane abutting said walk or premises.

(Ord. 867 § 1 (part), 2005).

(Ord. No. 1406, § 2(Exh. A), 7-13-2023)

Chapter 18.070 IMPACT FEES

18.070.010 Short title.

The ordinance codified in this chapter shall be known and cited as the "Ridgefield Impact Fee Ordinance."
(Ord. 678 § 1, 1995).

18.070.020 Purpose.

A. This chapter is enacted pursuant to Chapter 18, Laws of 1990, 1st Ex. Sess., authorizing impact fees for cities planning under the Growth Management Act, or any successor state statute.

B. This chapter is further enacted pursuant to Chapter 39.92, RCW, Local Transportation Act, authorizing traffic impact fees. The provisions of this chapter, together with the City's adopted capital facilities plan constitute the local program authorized under the Local Transportation Act.

C. It is the purpose of this chapter to:

1. A.—Ensure that adequate facilities are available to serve new growth and development;
2. B.—Promote orderly growth and development by requiring that development pay a proportionate share of the cost of new facilities needed to serve growth; and
3. C.—Ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact.

(Ord. 678 § 2, 1995).

18.070.030 Findings.

The Ridgefield city council finds and declares that:

- A. New residential and nonresidential development causes increased demands on city public facilities, including streets, parks and school facilities;
- B. Projections indicate that such development will continue and will place ever-increasing demands on the city to provide necessary public facilities;
- C. To the extent that new development places demands on the public facilities, those demands should be partially satisfied by shifting a proportionate share of the responsibility for financing the provisions of such new facilities from the public at large to the developments actually creating the demands; and
- D. The imposition of impact fees upon residential and nonresidential development in order to finance specified public facilities, the demand for which is created by such development, is in the best interest of the general welfare of the city and its residents, is equitable, and does not impose an unfair burden on such development by requiring new development to pay more than its fair or proportionate share of the cost, and is reasonably necessary in order to provide the necessary public facility infrastructure to serve new development as planned for in the Ridgefield Urban Area Comprehensive Plan (RUACP).

(Ord. 678 § 3, 1995).

18.070.035 Authority.

The city has authorized the use of impact fees for allowable public purposes by adoption of the RUACP and CFP. The CFP identifies each of the city's major capital facilities and services; establishes levels of service (LOS) standards for each capital facility; and identifies specific capital facilities construction or enhancement projects for which impact fees may be used. Those capital facilities projects identified in the current and amended Ridgefield CFP and Ridgefield School District No. 122 Capital Facilities Plan may be fulfilled by use of impact fees authorized in this chapter. The city has approved the 1995 Ridgefield School District Capital Facilities Plan and incorporates it fully by reference into the RUACP.

(Ord. 678 § 4, 1995).

18.070.040 Definitions.

As used in this chapter:

"City" means the city council of Ridgefield, Washington. See Section 18.104.152.

"Building permit" means the permit required for mobile home placement and new construction and additions pursuant to Title 14, Title 18 or Title 18 of the Ridgefield Municipal Code. The term "building permit" as used in this chapter, shall not be deemed to include:

1. Permits required for the remodeling, rehabilitation or other improvements to an existing structure; provided, that there is no increase in the applicable unit of measure (for nonresidential construction) or number of dwelling units (for residential construction) resulting therefrom; and
2. Permits required for temporary dwellings.

"Capital facilities plan" means Volume 2 of the Ridgefield Urban Area Comprehensive Plan (RUACP), as amended.

"Development" means any subdivision or short platting of the land, including division of land into five acre lots, the construction or reconstruction of residential, commercial, industrial, public or any other building or building space, or the change in use of a building or land if approval thereof is required pursuant to Ridgefield Municipal Code Title 14 or Title 18. This may include the expansion of existing uses which creates a demand for additional public facilities.

"Development approval authority" means the city official or tribunal having statutory or code authority to approve a development.

"Feepayer" is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation commencing a land development activity which creates the demand for additional capital facilities, and which requires the issuance of a building permit. "Fee payer" includes an applicant for an impact fee credit.

"Impact fee" means the fee levied pursuant to this chapter as a condition of issuance of a building permit or development approval.

"Low-income housing" means a single family or multifamily rental housing development, the construction of which is either undertaken by a housing authority operating pursuant to RCW Chapter 35.82 or financially assisted pursuant to a federal, state, or local governmental low-income housing program; provided, that the term shall apply only to the number of units within such housing development as are required to be rented to low-income tenants.

"Project improvement" means site improvement and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the capital facilities plan shall be considered a project improvement.

"Public facilities" means the following capital facilities owned or operated by government entities:

1. Public streets and roads;
2. Parks, open space and recreation facilities; and
3. School facilities.

"Service area" means a geographic area described in the city capital facilities plan in which a defined set of public facilities provides service to development within the area. Service areas may be separately described in the Ridgefield Capital Facilities Plan for each type of public facility.

"System improvements" means public facilities that are included in the capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.

(Ord. 678 § 5, 1995).

18.070.050 Applicability of impact fees.

This chapter shall be uniformly applicable to development that occurs within the city limits or within a designated service area.

(Ord. 678 § 6, 1995).

18.070.060 Imposition of fees.

- A. No building permit shall be issued for a development in a designated service area as defined in Section 18.070.070 unless the impact fee is calculated and imposed pursuant to this chapter.
- B. For single-family residential subdivisions and short subdivisions hereinafter approved, the per lot impact fee shall be calculated at the time of preliminary plat or short plat approval, noted in the face of the final plat, and imposed on a per lot basis at the time of final inspection of the building for which the permit was issued. For new multifamily and nonresidential development hereafter approved, the impact fee shall be calculated at the time of site plan approval unless deferred to building permit application, because the nature of the development is then not sufficiently defined to permit such calculation, and the impact fee shall be imposed at the time of final inspection of the building for which the permit was issued. Notwithstanding the foregoing, the fee shall be recalculated for building permit applications filed more than three years following the date of the applicable preliminary plat, preliminary short plat, or site plan approval.
- C. For development not necessitating or having been previously granted preliminary plat, preliminary short plat or site plan approval, the impact fee shall be calculated and imposed at the time of final inspection of the building for which the permit was issued.
- D. For development not necessitating a building permit, the impact fee shall be calculated and imposed at the time of site plan approval.
- E. For mobile home parks, the impact fee shall be calculated and imposed at the time of site plan approval.
- F. The school impact fee shall be calculated upon application of the formula set out in Section 18.070.100 based on information contained in the Ridgefield School District No. 122 Capital Facilities Plan, unless otherwise established by the city council. Such fee is set forth in the Ridgefield Master Fee Schedule.

G, For traffic impact fees for non-single-family residential development, the feepayer may elect to have the fee imposed under the city's Local Transportation Act traffic impact fee program and may pay the fee in a lump sum at the time of building permit issuance or by installment with reasonable interest over a period not to exceed five years. Any installment payment will require the feepayer to enter into an installment agreement with the City and such agreement shall be secured by recorded financial guarantee in a form acceptable to the City.

(Ord. 678 § 7, 1995).

(Ord. No. 1215, 8-11-2016; Ord. No. 1286, § 2, 1-24-2019; Ord. No. 1307, § 3, 12-19-2019; Ord. No. 1387, § 2(Exh. A), 12-15-2022)

18.070.070 Establishment of development service areas.

Service areas may vary by type of public facility and, when established, are shown on the RUACP, the Ridgefield Capital Facility Plan or Map, or the Ridgefield School District No. 122 Capital Facilities Plan.

- A. Service areas provide a nexus between those paying the fees and receiving the benefits and ensure that those developments paying impact fees receive substantial benefits.
- B. Overlay service areas may be established for identified system improvements designed to serve geographic areas whose boundaries are not generally contiguous with established service areas.
- C. Additional or revised service areas may be designated by the city council through amendment to the facilities plan upon consideration of the following factors:
 - 1. The RUACP;
 - 2. Standards for adequate public facilities incorporated in the capital facilities plan;
 - 3. The projections for full development as permitted by land use ordinances and timing of development;
 - 4. The need for and cost of unprogrammed capital improvements necessary to support projected development; and
 - 5. Such other factors as the council may deem relevant.

(Ord. 678 § 8, 1995).

18.070.080 Traffic impact fee formula.

The impact fee component for streets and roads shall be calculated using the following formula:

$$\text{TIF} = F \times T \times I - A$$

- A. "TIF" means the transportation impact component of the total development impact fee.
- B. "F" means the transportation impact fee rate per trip in dollar amounts, for each service area. Such rate shall be established in transportation traffic impact fee project list by estimating the cost of anticipated growth-related roadway projects divided by the projected number of growth-related trips within a service area. The transportation traffic impact fee project list shall be established by the city council from projects set forth in the city's adopted capital facilities plan.
- C. "T" means the trips generated by a proposed development and calculated by selecting the appropriate land use from the TIF Lookup Table as set forth in the city's most current adopted engineering

standards; the land use code from the latest version of the Institute for Transportation Engineers (ITE) Trip Generation Manual; or an approved project-specific traffic transportation impact study prepared by a licensed traffic engineer and approved by the city engineer. In the absence of a land use designation precisely fitting the development proposal, the planning director or designee shall select the most similar designation and may make appropriate adjustments to the trip equation applicable thereto.

- D. "A" means an adjustment for the developer's contributions to the transportation system in the form of easements, dedications or payments in lieu of fees as approved by the planning director.
- E. "I" means an annual inflation adjustment. Transportation impact fee rates shall be updated annually using the following procedures:
 - 1. The planning director shall calculate annual inflation adjustments in the impact fee rates. The impact 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) or Construction Cost Index annual change calculated after the first half of the year.
 - 3. The indexed impact fee rates shall be calculated January 1, or as soon thereafter as the latest index information is available, and shall become effective immediately thereafter. A copy of the indexed impact 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 impact fee rates may only be increased three consecutive years without further council review. In the event that the indexed impact 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 impact fee rate.

(Ord. 678 § 9, 1995).

(Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1266, § 2(Exh. A), 9-13-2018; Ord. No. 1310, § 2, 2-13-2020; Ord. No. 1454, § 8, 6-23-2025)

18.070.090 Park impact fee formula.

The impact fee component for parks, open space and recreational facilities shall be calculated using the following formula:

$$PIF = F \times I \times U - A$$

- A. "PIF" means the park, open space and recreational facility component of the total development impact fee.
- B. "F" means the park impact fee rate per dwelling unit in dollar amounts. Such rate shall be established in the capital facilities plan by estimating the cost of anticipated growth-related parks, trails, and open space facilities divided by the projected number of new residents and dwelling units.
- C. "I" means an annual inflation adjustment. Park impact fee rates shall be updated annually using the following procedures:
 - 1. The planning director shall calculate annual inflation adjustments in the impact fee rates. The impact 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 change calculated after the first half of the year.

3. The indexed impact 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 impact 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 impact fee rates may only be increased three consecutive years without further council review. In the event that the indexed impact 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 impact fee rate.
- D. "U" means the number of dwelling units.
 - E. "A" means an adjustment for the developer's contributions to the parks, trails and open space system in the form of easements, dedications or payments in lieu of fees as approved by the planning director.

(Ord. 678 § 10, 1995).

(Ord. No. 1179, § 2(Exh. A), 2-26-2015; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1266, § 2(Exh. A), 9-13-2018)

18.070.100 School impact fee formula.

The school impact fee shall be calculated using the following formula:

$$\text{SIF} = \text{C}(\text{SF}) - (\text{SM}) - (\text{TC}) - (\text{FC}) \times \text{A}$$

- A. "SIF" means the school component of the total development impact fee.
- B. "C" means the cost of the improvements for each type of facility listed in the Capital Facilities Plan of the Ridgefield School District No. 122 needed to accommodate growth divided by the capacity of the improvement. Type of facility means elementary school, middle school and high school.
- C. "SF" means student factor. The student factor is the number of students typically generated from one residential unit for each type of school facility. The student factor shall be determined by the school district based on local data or state-wide averages.
- D. "SM" means state match. State match is that amount received from the state of Washington towards school construction costs. The state match component of the formula is that amount representing the per student amount of the state matching funds. This is calculated for each type of facility as: student factor x Boeckh construction index (cost per square foot) x SPI square foot standard x state match percentage.
- E. "TC" means tax credit. This is calculated as:

$$\frac{(1 + i)^{10} - 1}{i} \times \text{average assessed value for the dwelling unit}$$

$$\frac{i(1 + i)^{10}}{i} \times \text{current school district capital property tax levy rate}$$

where i = the current interest rate as stated in the Bond Buyer Twenty Bond General Obligation Bond index.

- F. "FC" means facilities credit. This is the value of any improvements listed in the Capital Facilities Plan of the Ridgefield School District No. 122 provided by the developer.

-
- G. "A" means an adjustment for the portion of anticipated additional tax revenues, resulting from a development that is proratable to system improvements contained in the capital facilities plan. The adjustment for school impacts is determined to be a minimum of eighty-five percent.

School impact fee rates shall be updated annually following adoption of a School Capital Facilities Plan using the following procedures:

1. The planning director shall calculate annual inflation adjustments in the impact fee rates. The impact fees shall not be adjusted for inflation should the index remain unchanged.
2. The annual inflation adjustment shall be equal to the Rider Levett Bucknall Construction Cost Index annual change calculated after the first half of the year.
3. The indexed impact fee rates shall be calculated January 1, or as soon thereafter as the latest index information is available, and shall become effective immediately thereafter. A copy of the indexed impact 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 impact fee rates may only be increased three consecutive years without further council review. In the event that the indexed impact 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 impact fee rate.

(Ord. 678 § 11, 1995).

(Ord. No. 1203, 2-25-2016; Ord. No. 1387, § 2(Exh. A), 12-15-2022)

18.070.110 Reserved.

Editor's note(s)—Ord. No. 1215, § 1, adopted Aug. 11, 2016, repealed § 18.070.110, which pertained to impact fee revision and derived from Ord. 678, § 12, adopted in 1995; Ord. 906, § 2, adopted in 2006; Ord. 946, § 2, adopted in 2007; Ord. 1015, § 2, adopted in 2008; and Ord. No. 1090, § 2, adopted Nov. 17, 2011.

18.070.115 Impact fee schedule.

The planning director shall maintain and update as necessary a schedule of current impact fee rates.

(Ord. 678 § 13, 1995).

18.070.120 Calculation of impact fee.

- A. The impact fee for a nonresidential development shall be computed by applying the traffic impact fee formula set out in Section 18.070.080. The impact fee for a residential development shall be computed by applying the traffic impact fee, park impact fee, and school impact fee formulae set out in Sections 18.070.080, 18.070.090 and 18.070.100 combining the results.
- B. If the development for which approval is sought contains a mix of uses, the impact fee must be separately calculated for each type of use.
- C. The development approval authority setting the impact fee upon application by the development supported by studies and data may reduce or eliminate such fee if it is shown that:
 1. The formulae contained in Sections 18.070.080, 18.070.090 and/or 18.070.100 do not accurately reflect traffic, park or drainage school impact; or

-
2. Due to unusual circumstances:
 - a. Facility improvements identified for the applicable service area are not reasonably related to the proposed development, or
 - b. Such facility improvements will not reasonably benefit the proposed development, or
 - c. The current development proposal implements a concomitant rezone agreement or other development approval pursuant to which public facilities were dedicated or constructed prior to January 26, 1995, which are of benefit to the community at large and which otherwise would likely have been designated as system improvements;
 3. The city shall not grant a reduction to or eliminate impact fees for schools solely on the basis that the current or prospective occupant of a development does not or will not have school-aged children.
- D. Prior to making an application for a building permit or site plan approval, an applicant, may request an estimated impact fee determination from the planning director, which determination shall be based upon information supplied by the applicant sufficient to permit calculation of the impact fee. The estimated impact fee determination shall not be binding upon the city.

(Ord. 678 § 14, 1995).

18.070.130 Collection of impact fee.

The impact fee imposed under this chapter shall be due and payable at the time of issuance of a building permit (or on-site plan approval when no building permit is required) for the development, except as may be otherwise deferred as provided for in this Chapter.

(Ord. 678 § 15, 1995).

18.070.140 Impact fee exemptions.

- A. The city council may grant an impact fee exemption to low-income housing, as defined in Section 18.070.040 of this chapter; provided, any exemption shall be paid into the impact fee fund established under Section 18.070.180 by the city out of general funds.
- B. The city may grant a total or partial exemption from impact fees for housing developments not qualifying as low-income housing as defined in Section 18.070.040 of this chapter, but to be owned and occupied by, or leased to, low-income persons; provided, any such exemption shall be subject to:
 1. Provision being made for payment of the impact fee from public funds other than impact fee accounts;
 2. Adequate documentation that the housing meets appropriate standards regarding household income, rent levels, sales price, location and number of units;
 3. In the case of rental dwellings, adequate documentation that such housing will remain exclusively available to low-income households at affordable rents for a minimum period of fifteen years;
 4. In the case of owner-occupied dwellings, adequate documentation that such housing will only be sold or leased at affordable rents to another low-income household for a minimum period of ten years; and
 5. Adequate documentation that in the event that use of the property during the prescribed period is no longer for low-income housing, the owner shall pay the impact fee plus interest from which the owner or any prior owner was exempt.

-
- C. The city council may grant a partial or full transportation impact fee exemption for development projects created within the downtown area including the central mixed use zoning district (CMU) and the downtown transition area (DTA); provided, any exemption shall be paid into the impact fee fund established under Section 18.070.180 of this chapter by the city out of general funds or other lawful sources of funding.
 - D. The impact fee for an exempt development shall be calculated as provided for in this chapter and paid with public funds. Such payment may be made by including such amount(s) in the public share of system improvements undertaken within the applicable service area.

(Ord. 862 § 4, 2004: Ord. 678 § 16, 1995).

(Ord. No. 1178, § 2(Exh. A), 2-12-2015)

18.070.150 Impact fee credits.

- A. Upon city approval of an application therefore, the developer shall be entitled to a credit against the applicable impact fee component for any dedication of land for, improvement to, or new construction of any system improvements provided by the developer (or the developer's predecessor in interest), to facilities that are/were identified in the CFP or the Ridgefield School District No. 122 Capital Facilities Plan and that either (a) are required by the city as a condition of approval for the immediate development proposal, or (b) were undertaken subsequent to January 26, 1995, pursuant to a contract with the city or a condition of development approval if such prior dedication, improvement or construction is located within the same service area as the immediate development proposal and application for credit recognition is submitted no later than January 1, 1996.
- B. If, in any of the cases in subsection (A) of this section, the land dedicated or facility constructed is allocated partly toward system improvements and partly toward project improvements, the credit shall be limited to that portion allocated to system improvements.
- C. Additionally, the developer may, upon an application therefore, be issued a credit against the impact fee in an amount up to ten percent of the traffic component thereof for the value of mass transit facilities that are approved by the city and made a condition of approval for the development.
- D. The amount of the credit shall be determined by the planning director or designee as set forth herein, based upon appraised property value at the time of dedication and actual and reasonable construction costs of any system improvement. The fee payer shall be responsible for supplying, with the application materials, an independent appraisal based upon objective standards which indicates the fair market value of dedicated land, improvements and/or improvements and/or facilities.
- E. Credit Determination—Timing. The amount of credit shall be determined by the administrator prior to recording of a final plat for subdivision, recording of a short plat, issuance of a building permit, or upon site plan approval, whichever occurs first.
- F. In the event the amount of the credit is calculated to be greater than the amount of the impact fee due, the developer may apply such excess credit toward impact fees imposed on other developments within the same service area in accordance with this section.
- G. Credit Certificates—Administration. After determining the amount of the credit, the planning director shall issue and provide the applicant with a document hereinafter known as a credit certificate, setting forth the dollar amount of the credit, the date of issuance of the credit certificate, the date of expiration of the credit and the credit certificate, the reason for the credit, the legal description of the property donated, and/or the improvement or construction for which was the basis the credit certificate is registered (the "credit holder"). The applicant must sign and date the credit certificate, and return such signed credit certificate to the planning director for filing in the city's credit certificate registry before the credit will be awarded. The failure

Created: 2025-08-12 16:12:33 [EST]

(Supp. No. 110)

of the applicant to sign, date, and return the credit certificate within 60 calendar days shall nullify the credit. The original credit certificate shall be kept registered in the city's records, and the credit holder shall be provided a duplicate copy. The planning director shall develop reasonable rules and regulations for the administration of the credit certificate program, including the calculation of credits, procedures for use of credits and application of credits to particular parcels of land which may be by recorded document, and the ability to levy an administrative fee in an amount sufficient to cover actual costs to the city.

- H. Use of Credits. The applicant, upon receipt of a credit certificate, shall have the right to use the certificate to offset any future impact fee assessed to the developer for any development activity that will be required to pay impact fees. The administration and application of the credit certificates will be as described in this section. The application of any credit certificate will be specific to the type of facility. Traffic impact fee credits may only be used for traffic impact fees, and park impact fee credits may only be used for park impact fees.
- I. Transfer of Credit—Partial Use of Credit. Credit certificates for credits surplus to the applicant's development may be transferred or sold to third parties by the credit holder; provided, that in order to transfer credits to another party, the current credit holder shall register the transfer with the city in accordance with the procedures for registration of credit transfers developed by the planning director. Only the credit holder who is reflected on the city's registration system pursuant to the city's registration system may utilize the credit. Credits must be used within the same service area. Registration with the city of credit certificates shall be conclusive evidence of credit ownership. To the extent that a credit holder wishes to utilize only a portion of the credit reflected on the credit certificate against impact fees due on a particular project, the planning director shall develop procedures for reducing the amount of credit reflected on the credit certificate accordingly or issuing a new credit certificate with the remaining credit amount.
- J. Limitations on Utilization of Credits. Utilization of credit against payment of impact fees must in all cases be made prior to payment of the impact fee. No reimbursement of impact fees will be made for credit not utilized at the time the impact fee was due. In no event shall the city be under any obligation to advise any applicant for a building permit or other development approval of the existence or possible existence of the availability of credits. The burden of investigating and determining if credits may be available shall rest solely with such applicant. Credit utilized shall never exceed the amount of the impact fee due.
- K. Expiration of Credits. Credits shall expire, and credit certificates shall become null and void, on a date ten years from the date of issuance of the original credit certificate by the planning director. Transfer of credits or partial use of credits which may involve reissuance of credit certificates shall in no event extend the expiration date of those credits.
- L. Appeals. Determinations made by the planning director pursuant to this section shall be subject to the appeals procedures set forth in RMC 18.310.100.

(Ord. 678 § 17, 1995).

(Ord. No. 1193, § 2, 8-27-2015; Ord. No. 1207, § 2(Exh. A), 5-26-2016)

18.070.160 Appeals.

The determination of the development approval authority as to the applicability and amount of any credit against an impact fee shall be appealable as provided for in this section.

- A. Any feepayer may pay an impact fee imposed by this title under protest in order to obtain a building permit. No appeal shall be permitted unless and until impacts fees at issue have been paid.

-
- B. Impact fees set pursuant to residential subdivision, residential short subdivision, planned unit development (PUD) or site plan approval shall be filed in conjunction with, and within the limitation applicable to, the available administrative appeal from such approval.
 - C. In the case of impact fees first imposed or recalculated or credits determined in conjunction with a building permit not involving subdivision, short subdivision, PUD or site plan approval, the appeal shall be filed within fifteen calendar days of the issuance of the determination of the impact fee or credit, and shall be heard and decided by the Ridgefield hearing examiner.

(Ord. 802 § 1, 2002; Ord. 678 § 18, 1995).

18.070.170 Impact fee fund.

There is created and established a special purpose, nonlapse impact fee fund. The city treasurer shall establish separate accounts within such fund and maintain records for each such account whereby impact fees collected can be segregated by type of facility and by service area.

- A. All interest shall be retained in the account and expended for the purpose for which the impact fees were imposed.
- B. By April of each year, the city treasurer shall provide a report for the previous calendar year on each impact fee account showing the source and amount of moneys collected, earned or received and system improvements that were financed in whole or part by impact fees.

(Ord. 678 § 19, 1995).

18.070.180 Interlocal agreement.

The mayor or his/her designee, subject to review by the city attorney, shall negotiate an interlocal governmental agreement with Clark County, the purpose of which is to govern the collection, management and distribution of impact fees within the Ridgefield urban growth area. Such agreement shall be ratified by a vote of the city council prior to becoming effective. The city and school district shall enter into an interlocal agreement for the collection, distribution and expenditure of school impact fees.

(Ord. 678 § 20, 1995).

18.070.190 Expenditures.

- A. Impact fees for system improvements shall be expended only in conformance with the CFP or the Ridgefield School District No. 12 Capital Facilities Plan. Impact fees shall not be used to make up for deficiencies in facilities serving existing developments, nor shall they be used for facility maintenance or operation.
- B. Impact fees may be spent for public improvements, including but not limited to public facilities planning, land acquisition, site improvements, necessary off-site improvements, portables, construction, engineering, architectural, permitting, financing and administrative expenses, applicable impact fees or mitigation costs, capital equipment pertaining to a capital facility identified in the CFP and any other expenses which may be capitalized.
- C. Impact fees may be used to recoup public improvement costs previously incurred by the city or school district to the extent that new growth and development will be served by the previously constructed improvements or incurred costs.

-
- D. In the event that bonds or similar debt instruments are or have been issued for the advanced provision or public improvements for which impact fees may be expended, impact fees may be used to pay for the principal on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of the title and are used to serve the new development.
 - E. Impact fees shall be expended or encumbered for a permissible use within six years of receipt, unless there exists an extraordinary and compelling reason for fees to be held longer than six years. Such extraordinary or compelling reasons shall be identified in written findings by the city council.

(Ord. 678 § 21, 1995).

18.070.200 Refund.

- A. The current owner of property on which an impact fee has been paid may receive a refund of such fee if the city fails to expend or encumber the impact fees within ten years of when the fees were paid, or such other period of time established pursuant to Section 18.070.190, on public facilities intended to benefit the development activity for which the impact fees were paid. The current owner likewise may receive a proportionate refund where the public funding of applicable service area projects by the end of such ten-year period has been insufficient to satisfy the ratio of public-to-private funding for such service area as established in the capital facilities plan. The city shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of claimants.
- B. The request for refund money must be submitted to the city council in writing, within one year of the date the right to claim the refund arises, or the date the notice is given, whichever is later. Any impact fees that are not expended within these time limitations, and for which no application for refund has been made within this one year period, shall be retained and expended on the indicated capital facilities. Refunds of impact fees under this subsection shall include interest earned on the impact fees.
- C. A developer may request and shall receive a refund, including interest earned on the impact fees, when the building permit for which the impact fee has been paid has lapsed for non-commencement of construction. A partial refund shall be provided where the project for which a building permit has been issued has been altered resulting in a decrease in the amount of the impact fee due.

(Ord. 678 § 22, 1995).

(Ord. No. 1193, § 3, 8-27-2015)

18.070.300 Impact fee as additional and supplemental requirement.

The impact fee is additional and supplemental to, and not in substitution of, any requirements imposed by the city on the development of land or the issuance of building permits; provided, that any other such city development regulation which would require the developer to undertake dedication or construction of a facility plan shall be imposed only if the developer is given a credit against impact fees as provided for in Section 18.070.160.

(Ord. 678 § 23, 1995).

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 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.
 - 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:
 - a. 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.

-
- b. Hours of operation shall be restricted to ensure compatibility with surrounding development.
 - c. Exterior alterations shall be in keeping with the residential character of the neighborhood.
 - d. The site must provide a passenger loading area that is determined adequate by the Department of Early Learning (DEL) or other applicable state licensor.
 - e. 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
 - f. 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:
 - a. Completely encloses all outdoor play areas, with no openings except for gates, and a minimum height of six feet; and
 - b. Sets back outdoor play equipment a minimum of twenty feet from property lines adjoining residential zones.
 - c. 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.
 - 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;
 - 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.

-
- c. Specialized instruction schools academic tutoring, foreign languages, art, dance, music, cooking, yoga, martial arts and related disciplines that do not exceed four students at any one time.
 - d. Uses the planning director finds to be materially similar to the above-listed uses.
3. Type II Review.
- a. The planning director shall review all home occupation requests not described in subsections (1) or (2) as a Type II process for compliance with subsection (4) and other requirements of this section.
 - b. The planning director may elevate a home occupation request described in subsection (2) to a Type II review process if the proposed use involves an issue of broad public interest warranting public notice.
 - c. In addition to the notice requirements of RDC 18.310.070, the planning director shall provide notice of the pending application to:
 - i. Any developer or active homeowners association for the subdivision in which the dwelling is located; and
 - ii. Any neighborhood association registered with the city clerk's office, whose geographic boundaries include the subject dwelling.
 - d. The planning director shall review all home occupation requests located in a dwelling within the WMU zone as a Type II process. For consideration of a home occupation in the WMU zone, a resolution in support of the proposed use adopted by the port commission stating the use is consistent with the master plan shall be required.
4. Site and Use Limitations. In addition to the applicable base zone standards, all home occupations are subject to the following limitations:
- a. The principal operator of the home occupation must be a full-time resident of the dwelling.
 - b. A home occupation use may not employ more than one full-time equivalent employee who is not a resident of the dwelling unit.
 - c. Except for articles produced on the premises, no stock in trade shall be displayed or sold on the premises.
 - d. All home occupation business activity, including storage, shall be conducted indoors within the dwelling or accessory structures, except for plants and materials directly needed for the cultivation of plants essential to the home occupation use. No outdoor display of goods or outside storage of equipment or materials used in the home occupation shall be permitted.
 - e. The total area devoted to all home occupation activity shall not exceed twenty-five percent of the combined floor area of the dwelling, garage and accessory structures, or one thousand square feet, whichever is less.
 - f. No alteration to the exterior of the principal residential building shall be made which changes the residential character of a dwelling.
 - g. The home occupation use may not increase vehicular traffic flow or on-street parking by more than two nonresident vehicles per hour, or an average of six total vehicles per day. Nonresident vehicles include customers, delivery vehicles, employee vehicles for employees not residing at the residence, and vehicles used in association with the home occupation use excluding the residents' personal vehicles.

-
- h. Vehicles used in association with the home occupation use and stored at the residence shall be restricted to standard non-commercial cars, trucks, and vans. Only one such vehicle is allowed per home occupation. Such vehicles shall park in a legal on-site parking space and may not park within any required setback areas of the lot or on adjacent streets.
 - i. The permitted home occupation use may display one sign, with a sign area of no greater than two square feet. The owner must obtain a sign permit per RDC 18.710.
 - 5. The following activities are prohibited as home occupations:
 - a. Activities which use fireworks, ammunition or explosives on-site;
 - b. Repair, sales, parking, or storage of automobiles, trucks larger than two tons, heavy equipment or boats, including auto body work or painting;
 - c. Overnight lodging;
 - d. Kennels and catteries;
 - e. Marijuana production, processing, or retail;
 - f. Medical cannabis collective gardens.
 - 6. A home occupation shall not use electrical or mechanical equipment that results in:
 - a. A change to the fire rating of the structure used for the home occupation, unless approved by the building department;
 - b. Visual or audible interference in radio or television receivers, or electronic equipment located off-premises;
 - c. Fluctuations in line voltage off-premises; or
 - d. Emissions such as dust, odor, bright lighting or noises greater than what is typically found in a neighborhood setting.
 - 7. Business License Required. The operator of a home occupation use shall apply annually for a Ridgefield business license. A home occupation use permit shall expire if the business license is not renewed within two months of its expiration.
 - 8. A home occupation permit shall expire if the home occupation for which it is granted does not operate as a business for a period of twelve consecutive months.
 - T. Hospital.
 - 1. In the CCB, CRB, and E zones, hospitals are allowed only following city council approval of a development agreement between the applicant and the city. A development agreement is required to describe mitigation for potential impacts on neighboring uses and public services consistent with any land use and environmental approvals and permits. The development agreement shall meet the requirements of RDC 18.310.150, address the full range of impacts of the proposed use and may address other matters associated with the hospital use, including but not limited to:
 - a. Description of proposed uses and facilities, including building sites, size and bulk.
 - b. Circulation, transportation and parking plans.
 - c. Any requested variances to the RDC.
 - d. Plans for minimizing impacts on neighboring users.

-
- e. Plans for storage and disposal of hazardous materials meeting the applicable requirements of RCW 70.105.
 - f. Trip reservation.
 - g. Vesting.
 - h. System development charge and impact fee credits.
 - i. 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. 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:

-
- 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.

-
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 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.
 - 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. 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.

-
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; Ord. No. 1419, § 2(Exh. A), 3-28-2024; Ord. No. 1426, § 2(Exh.), 7-25-2024)

18.206.020 Single-family design standards.

- A. Purpose. The purposes of these standards are to ensure compatibility and continuity between and within developments, as well as variety in architecture. The standards are intended to complement the site with quality building design.
- B. Applicability. The standards of this section apply to new single-family development in the RLD zones and the RMD-16 zone.
- C. Small Single Family Dwelling Incentives.

- 1. In developments in RLD zones, single family dwellings with less than one thousand six hundred square feet of floor area (excluding garages with up to five hundred square feet) may be counted as one-half a dwelling unit for the purpose of calculating density. Once the cap is reached, such units are counted as one unit.

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.

- a. RLD-4: Up to ten percent of qualifying small single family dwelling units qualify.

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).

- b. RLD-6: Up to fifteen percent of such units qualify.

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

- 2. Where such small single family 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.
- 3. For plat recording requirements, see RDC 18.210.025.F.3.

- D. Every home shall contain the following features:

- 1. All wall openings, regardless of visibility from a public right-of-way, shall have:
 - a. Contrasting trim (minimum three inches wide);
 - b. Recess (windows) at least one and one-half-inches from the façade; or
 - c. Other design treatments that add depth, richness, and visual interest to the façade.
- 2. Roof overhang (minimum six inches);
- 3. Porch or other covered entry at least three feet deep for the primary entrance.

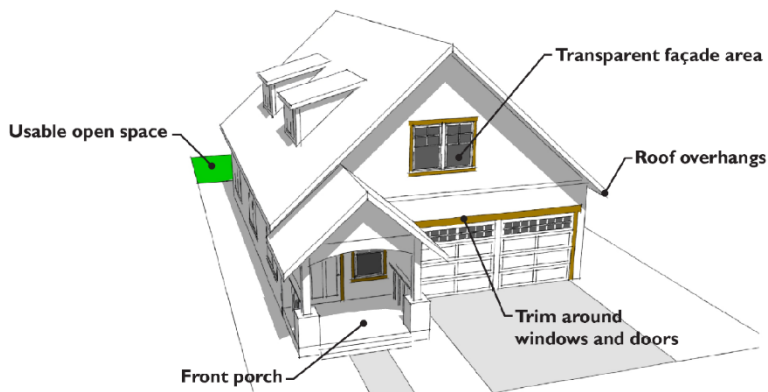
- ~~4. A front door visible from the street (applies only to front-loaded lots less than fifty feet wide).~~

- ~~54. Minimum useable open space [see standards in subsection (E) below].~~

- ~~65. 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.~~

Commented [CL1]: Planning Commission: Require a mix of front and side entries within neighborhoods. Allow side entry only on very narrow lots (30-35 feet maximum).

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.
 - 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.

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.~~
- ed. 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.

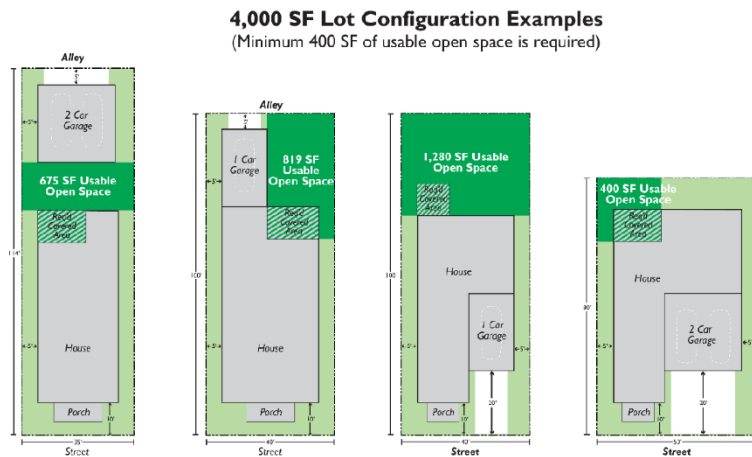


Figure 18.206.020-E.2

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; Ord. No. 1426, § 2(Exh.), 7-25-2024)

18.206.030 Accessory dwelling units (ADU).

A. Purpose.

1. To add affordable units and make housing units available to moderate-income people who might otherwise have difficulty finding homes within the city.
2. To promote the development of additional housing options in residential neighborhoods that are appropriate for people at a variety of stages of their lives.
3. To provide homeowners with a means of obtaining, through tenants in either the accessory dwelling unit or the principal residence, rental income, companionship, or security.
4. To protect neighborhood stability, property values, and the character of the neighborhood.

B. Standards.

1. No lot may have more than ~~one-two~~ accessory dwelling ~~units~~.
2. ~~The a~~Accessory dwelling unit(s) may be located in the principal residence or in ~~a detached structures on a lot that is at least five thousand square feet in area.~~
3. Accessory dwelling units, whether attached or detached, shall be designed in the same style as the primary dwelling and shall use like kind materials on exterior elements.
4. ~~The a~~Individual accessory dwelling units shall not be larger than fifty percent of the living area of the primary residence ~~or 1,000 square feet, whichever is greater.~~
5. An accessory dwelling unit in a detached structure shall be located behind the primary street facade of the primary dwelling.
6. ~~The maximum height of accessory dwelling units shall be 24 feet.~~

C. Accessory Dwelling Unit Incentive. For every five single family homes that integrate an ADU, those homes count as only four dwelling units, for density purposes.

D. Ownership. The accessory dwelling unit shall not be subdivided or otherwise segregated in ownership from the primary residence.

E. Approval Criteria. The community development director shall process a request for accessory dwelling approval as Type ~~H-I~~ review consistent with RDC 18.310.070060.

1. An application for an accessory dwelling shall include a dimensioned site plan showing the location of the proposed dwelling on the subject property and its relationship to all property lines and easements on-site.
2. In addition to the notice requirements of RDC 18.310.070060, the city shall provide the applicable homeowner's association and/or the neighborhood association with notice of the application for accessory dwelling.
3. Prior to approval of an accessory dwelling the community development director shall make the following findings:
 - i. The location of the accessory dwelling complies with the underlying zoning district setbacks, ~~height restrictions,~~ lot area coverage requirements, and other applicable zoning district standards ~~with the following exceptions:-~~
 - a. ~~Detached accessory dwelling units may be sited at a lot line if the lot line abuts a public alley and the other provisions of subsection of (3) are met.~~

Commented [CL1]: Planning Commission: Do not make this change.

b. Existing structures that violate current code requirements for setbacks or lot coverage may be converted to accessory dwelling units. Any increase to the nonconformity with current code requirements for setbacks or lot coverage is subject to the review procedures for alteration of a nonconforming development under RDC 18.340.050.

- ii. Location of the accessory dwelling shall not interfere with any proposed public facilities or services or with private easements.
- iii. The proposed accessory dwelling does not adversely affect public health, safety, or welfare.

F. Impact Fees. Impact fees assessed on the construction of an accessory dwelling unit shall be assessed at 50 (fifty) percent of the impact fees that would be imposed on the principal unit as defined in RCW 36.70A.696.

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

18.206.050 Duplex and triplex.

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.

B. Duplex and Triplex Density Calculations and Incentives. RDC 18.210.025030.F.2 sets forth the cumulative limitations to the percentage of qualifying bonus dwelling units in a development.

1. On existing lots (created as of ~~ADD ADOPTED DATE OF THIS ORDINANCE~~ May 27, 2021), duplexes and triplex units may be counted as one-half a dwelling unit and triplex units may be counted as one-third a dwelling unit, for the purpose of calculating density, ~~provided the dwelling units within each building average no more than one thousand square feet. 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.~~
2. On all corner lots in subdivisions, duplex units may be counted as one-half a dwelling unit for the purpose of calculating density. This incentive may not be combined with subsection (3).
3. In subdivision developments in RLD zones, each duplex or triplex unit less than one thousand four hundred square feet in gross floor area and not on a corner lot may be counted as one-half a dwelling unit for the purpose of calculating density. This bonus is available for a limited number of units as follows. Once the cap is reached, additional duplex and triplex units are counted as one unit.
 - a. RLD-4 zone: Up to twelve percent of dwelling units may be duplex units using the density bonus, and up to eight percent of the units may be triplex units using the density bonus.

For example, a subdivision on a net ten-acre parcel has a default maximum capacity of forty dwelling units. If thirty-six dwelling units are single-family homes, up to two duplexes (four dwelling units) and one triplex (three dwelling units) could be integrated. The calculated density is thirty-nine and one-half units, but the functional total is forty-three units (a bonus of three units).
 - b. RLD-6 zone: Up to eighteen percent of dwelling units may be duplex units using the density bonus, and up to twelve percent of units may be triplex units using the density bonus.
 - c. RLD-8 zone: Up to twenty-five percent of dwelling units may be duplex units using the density bonus, and up to twenty-five percent of units may be triplex units using the density bonus.
 - d. Where duplex or triplex 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. For plat recording requirements, see RDC 18.210.025.F.3.

C. Required Design Features.

1. All wall openings, regardless of visibility from a public right-of-way, shall have:

-
- i. Contrasting trim (minimum three inches wide);
 - ii. Recess (windows) at least one and one-half-inches from the façade; or
 - iii. Other design treatments that add depth, richness, and visual interest to the façade.
 - 2. Roof overhang (minimum six inches) or other design feature with comparable visual impact that adds depth and richness to the home design.
 - 3. Covered entry at least three feet deep for the primary entrances.
 - 4. Minimum useable open space [see standards in subsection (E) below].
 - 5. 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.
- D. Architectural Design Guidelines and Standards.
- 1. Character. Generally, duplexes and triplexes should maintain the traditional character and quality of detached single-family dwelling units by using similar traditional design elements and materials such as wood siding, trim, porches, and chimneys. More detailed standards are provided throughout this section.
 - 2. Front façade articulation. Duplexes and triplexes shall utilize a combination of roofline and façade modulation to distinguish each unit located on the ground floor that faces the street. This is not required for stacked unit configurations or front-and-rear configurations that appear as a single-family home with only one entry facing the street.
 - 3. Front façade features. Every front façade of a duplex and triplex shall contain a minimum of three elements from the lists, including at least one element from the structural elements list and at least one element from the decorative elements list.
 - a. Structural elements. Qualifying features shall be integrated on the façade of each dwelling unit.
 - 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. Qualifying features shall be integrated on the façade of each dwelling unit.
 - i. Decorative garage doors. Standard squares on a garage door will not qualify as a decorative detail.

- 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 18.206.050-D
Examples emphasizing façade articulation and details.



Left example: Duplex with covered entry, separate gabled roofs, pillars/posts, decorative shingles, stonework, and eave braces.

Right example: Triplex with covered porches, pillars/posts, roofline offsets, variable siding, projecting window bays and multi-paned windows.

- 4. Pitched roof. Roofs must be pitched with slopes between 2:12 and 15:12, and along street frontages roof design for a duplex or triplex building shall not repeat unless separated by three different types of roofs (a design is determined by the predominate axis and pitch of the roof form together with intersecting secondary roof forms). Porches and dormers are exempt from this standard.
- 5. Exterior materials. Building exteriors shall be constructed from quality and durable materials such as stone, brick, wooden lap siding, fiber cement siding, or similar materials. Insubstantial materials, such

as fiberglass, and materials such as mirrored glass, corrugated siding, exposed concrete block, and plywood or T-111 siding are not permitted.

E. Garage Location and Design.

1. Garages or carports detached from or attached to the main structure and facing the street shall comply with at least one of the following:
 - 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 50 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 (D)(3) of this section, including at least two elements from the structural elements list and at least two elements from the decorative elements list.
2. No more than fifty percent of any ground floor façade may be occupied by a garage, and detached garages and all carports shall not protrude beyond the front building façade. This limit may be increased to a maximum of sixty-five percent provided at least three of the following design details are utilized:
 - a. A decorative trellis over at least the entire width of the garage door(s).
 - b. A window or windows are placed above the garage on a second story or attic wall.
 - c. A balcony that extends out over the driveway.
 - d. Utilizing all single-vehicle car doors as an alternative to wider garage doors suitable for two-car garages.
 - e. Windows in the garage door.
 - f. Decorative details on the garage door. Standard squares on a garage door will not qualify as a decorative detail.

F. Driveways and Access.

1. Where the dwellings are served by alleys, all garages and on-site parking shall be accessible from the alley and the façade(s) facing the street shall be designed as the front of the dwellings 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.
2. When no alleys are present, the following apply:
 - a. Side- and rear-facing parking areas and garages are encouraged.
 - b. When located on a corner lot, both streets must be utilized for vehicle access, unless one street is designated as an arterial. Such driveways must be located as far from the street corner as feasible.
 - c. Driveways for duplexes are limited to:
 - i. One twenty-foot wide (maximum) driveway; or
 - ii. Two twelve-foot wide (maximum) driveways, provided the driveways are spaced at least twenty feet apart.

Figure 18.206.050-F.2.b
Duplex corner lot driveway location examples.

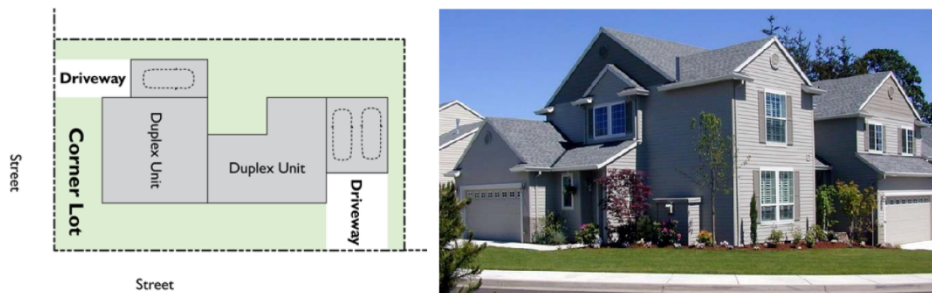
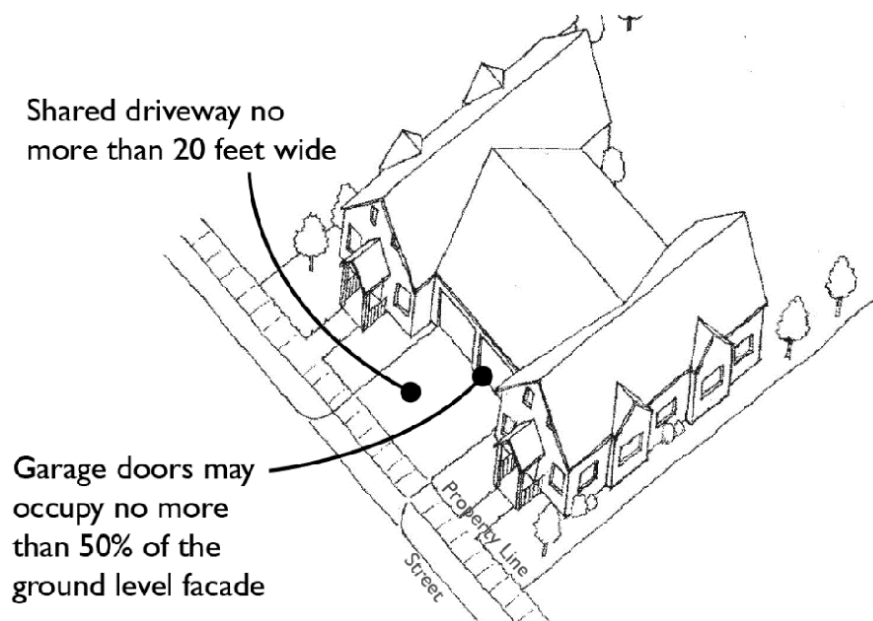


Figure 18.206.050-F.2.c
Duplex driveway and garage example.



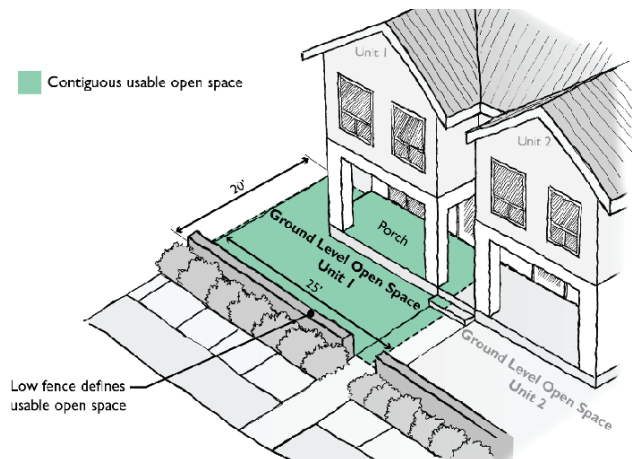
G. Open Space Standards.

1. All new duplex and triplex developments shall provide usable open space with a collective size equal to ten percent of the lot area. For example, an eight thousand square-foot lot would require at least eight hundred square feet of usable open space. Usable open space may be a single large space or separate spaces.
2. All useable open space shall a minimum dimension of fifteen feet on all sides.
3. Where the usable open space is located within a front yard setback, the open space must be defined with a fence, hedge, or wall between eighteen and thirty-six inches tall (meeting the standards of RDC Chapter 18.740). See Figure 18.206.050-G for an example.
4. 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.

5. Unenclosed decks, porches, patios, and entries may be used as a part of the usable open space, provided they are a part of a space that meets the standards herein.
6. Driveways shall not count in the calculations for usable open space.
7. Additions shall not create or increase any nonconformity with this standard.

Figure 18.206.050-G
Duplex front yard open space example.



- 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:
 - a. Minimum two deciduous trees.
 - b. Minimum one evergreen tree.
 2. Lots seven thousand square feet in area or greater:
 - a. Minimum two deciduous.
 - b. Minimum two evergreen 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 18.206.050-H

Example of integrating tree preservation into a duplex/triplex housing development.



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

18.210.030 Dimensional and density standards.

- A. Dimensions shall be consistent with Table 18.210.030-1. Adjustments for townhouse developments are in RDC 18.206.060.
- B. The maximum lot area does not apply to existing lots, the remaining parent parcel after a land division, and lots created for non-residential uses such as parks and trails, utilities, and critical areas.
 - 1. For a two-lot short plat with one existing residence, a one-time exemption may be allowed wherein neither the existing lot with the residence nor the remainder lot must meet the maximum lot area permitted in the underlying zone. Any further partitioning of the parent parcel or the oversized lot must comply with the lot size requirements of the underlying zone.
- C. Development in the RLD-4 zone may be rounded to a minimum of three and one-half dwelling units per net developable acre and a maximum of four and one-half dwelling units per net developable acre.
- D. See RDC 18.210.060 for special setback and design requirements along major corridors.
- E. Minimum side yard setbacks shall not be reduced through the adjustment or variance process.

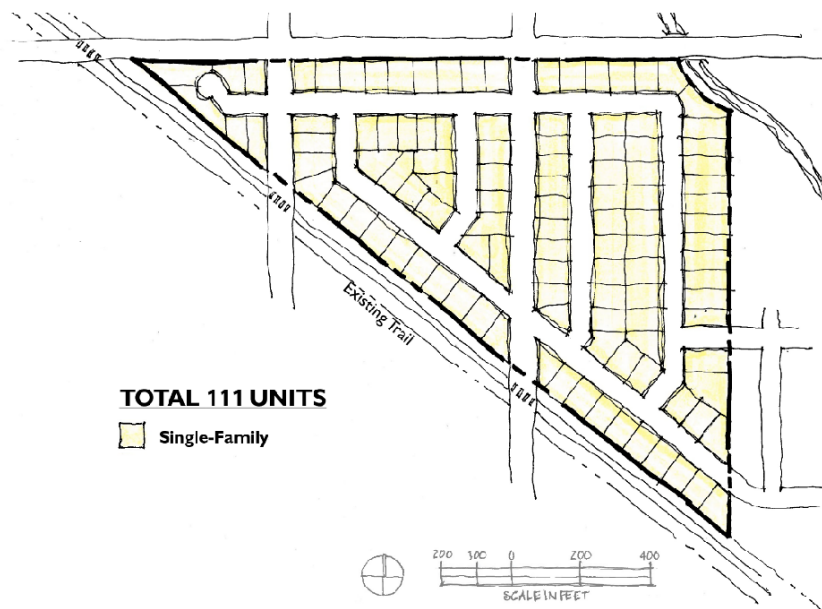
Table 18.210.030-1
RLD dimensional and density standards.

Standard	RLD-4	RLD-6	RLD-8
Min. Lot Width	50 ft	50 ft	50 ft
Min. Lot Area	10,890 sq ft	7,200 sq ft	5,000 sq ft
Max. Lot Area	16,355 sq ft	10,800 sq ft	7,500 sq ft
Min. Density: Dwelling Units/Net Developable Acre	4 du/ac	4 du/ac	6 du/ac
Max. Density: Dwelling Units/Net Developable Acre [see subsection (F) of this section for density bonus options]	4 du/ac	6 du/ac	8 du/ac
Min. Front Yard Setback	15 ft	15 ft	10 ft
Min. Rear Yard Setback	10 ft	10 ft	5 ft
Min. Side Yard Setback	5 ft	5 ft	5 ft
Min. Street Side Yard Setback	15 ft	15 ft	10 ft
<u>Min. Garage Setback</u>	<u>20 ft</u>	<u>20 ft</u>	<u>20 ft</u>
Max. Height	30 ft (35 ft with pitched roof)	30 ft (35 ft with pitched roof)	35 ft
Max. Impervious Surface	60%	60%	65%

- F. Housing Type Diversity Bonus Option.
 - 1. Density bonus incentives are available for the following "missing middle" housing types:
 - i. Small detached single-family dwellings per RDC 18.206.020.C.
 - ii. Accessory dwelling units per RDC 18.206.030.C.
 - iii. Cottages per RDC 18.206.040.B.2.

- iv. Duplexes and triplexes per RDC 18.206.050.B.
- v. Townhouses per RDC 18.206.060.B.
- 2. Limitations. The maximum combined percentage of applicable small detached dwellings, cottages, and duplex, triplex, and townhouse dwelling units in development that qualify for the density bonus option herein are set forth by zone. Figure 18.206.025-F illustrates an example of how this works.
 - i. RLD-4: twenty percent.
 - ii. RLD-6: thirty percent.
 - iii. RLD-8: forty percent.Individual cottage developments are exempt from this limitations. However, for larger developments that include cottages and other housing types, such cottages will be included in the calculations and the subject development shall comply with these limitation standards herein.
- 3. Any use of a density bonus under this section and the referenced sections of RDC Chapter 18.206 shall be recorded on the face of the plat noting the maximum total number of units, the designated types and number of units for each lot, and if applicable the maximum floor area of units.

Figure 18.206.025-F
Illustrating an example of a subdivision integrating missing middle housing types to allow for a modest density bonus.



Example standard subdivision example with one hundred percent of lots single family.



Example subdivision integrating missing middle housing types to achieve a density bonus. Using the calculations for available density bonuses for these housing types, the one hundred fifty-two dwelling units represented here would equate to one hundred twenty-three dwelling units for the purpose of density calculations. Missing middle housing types represent thirty-nine percent of the total dwelling units in this example - a percentage that would be acceptable in the RLD-8 zone.

(Ord. No. 1339, § 2(Exh. A), 5-27-2021; Ord. No. 1352, § 2(Exh. A), 11-4-2021)

Editor's note(s)—Ord. No. 1339, § 2(Exh. A), adopted May 27, 2021, amended § 18.210.030 in its entirety to read as herein set out. Former § 18.210.030 pertained to lot requirements and derived from Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013; and Ord. No. 1207, § 2(Exh. A), adopted May 26, 2016.

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), and 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 six-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~~property line.
- 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.

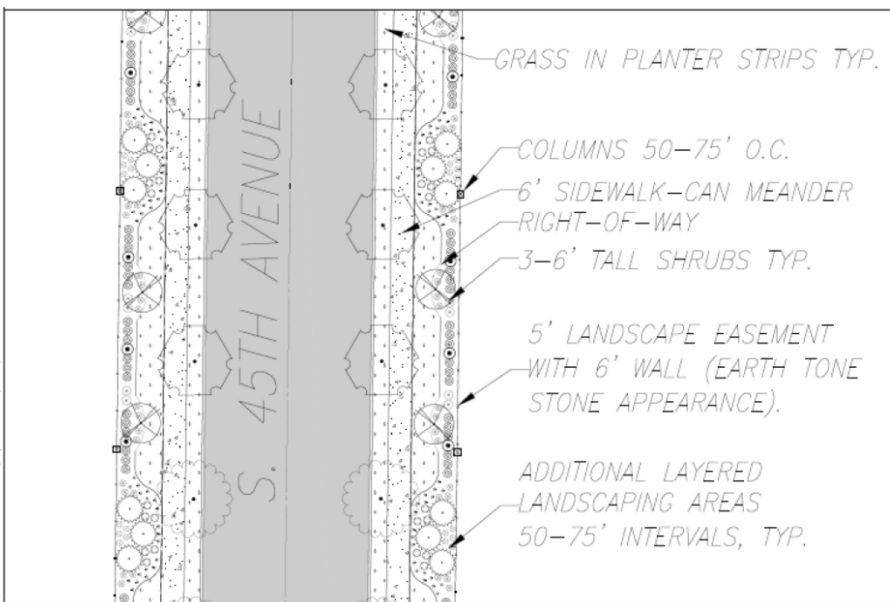
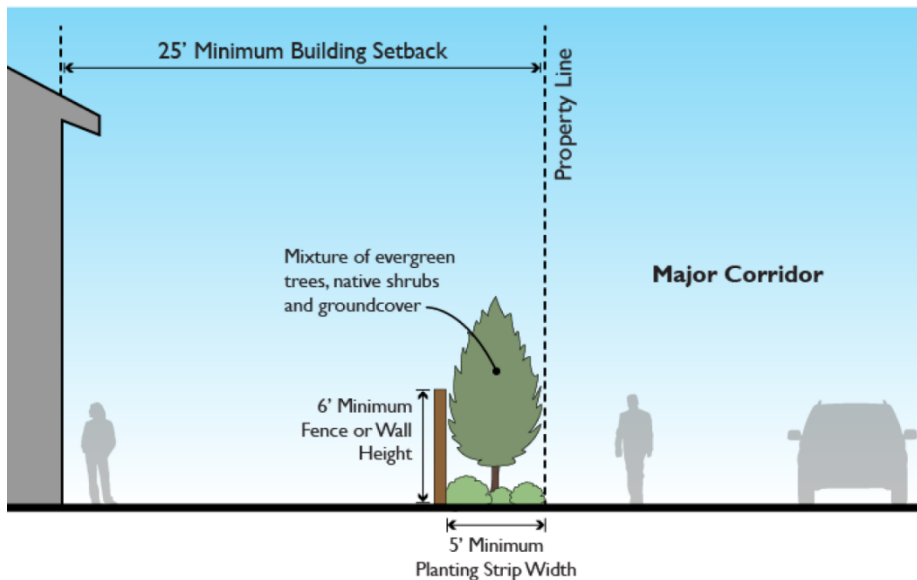


Figure 18.210.060-D.2
Major corridor cross section example.



(Ord. No. 1339, § 2(Exh. A), 5-27-2021; Ord. No. 1426, § 2(Exh.), 7-25-2024)

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.

18.210.090 Off-street parking.

- A. Off-street parking shall comply with this chapter and Chapter 18.720 including the EV infrastructure requirements in RDC 18.720.040.C.8.-
- B. For individual garage or carport units facing a street, at least twenty linear feet of driveway shall be provided between any garage or carport entrance and the property line abutting the street , measured along the centerline of the driveway. This standard shall not be modified through the adjustment or variance process per RDC 18.350 or the PUD process per RDC 18.401.
- C. For individual garage or carport units facing an alley, driveways shall not be any linear length between five feet and twenty feet from the garage or carport entrance to the edge of the alley; measured along the centerline of the driveway. The intent of this standard is to prevent parked cars from protruding into alleys. This standard shall not be modified through the adjustment or variance process per RDC 18.350 or the PUD process per RDC 18.401.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1339, § 2(Exh. A), 5-27-2021)

18.210.120 Accessory structures ~~and dwellings~~.

- A. Accessory structures ~~and dwellings~~ must meet the lot requirements and dimensional standards in RDC 18.210.030 with the following exceptions:
1. Height.
 - a. Accessory structures other than recreational vehicle garages shall not exceed the lesser of eighteen feet in height or the height of the primary structure.
 - b. Recreational vehicle garages shall not exceed the lesser of twenty-four feet in height or the height of the primary structure.
 2. Setbacks.
 - a. One uninhabited freestanding structure up to ten feet high and 120 square feet in footprint area, such as a storage shed or greenhouse, may be located within the required rear or side yard setback, provided:
 - i. The structure shall be located a minimum of three feet from property lines with eaves no greater than twelve inches.
 - ii. The structure shall retain a five-foot fire separation distance from other structures as specified in adopted building codes.
 - iii. The structures shall be setback at least five feet farther than the front façade of the house if the structure is located in the side yard. For corner lots, the structure shall be set back a minimum of ten feet farther than the front façade of the house on the street side, or outside of the Sight Obstruction area pursuant to Section 2.16 of the Engineering Standards.
- B. Accessory structures greater than one hundred twenty square feet shall be visually compatible with the primary structure.
- C. Accessory structures ~~and dwellings~~ are only permitted as accessory uses to a primary use and must be located on the same parcel as the primary use.
- D. Accessory dwelling units are regulated ~~by~~ under RDC 18.205.020, RDC 18.205.030 and RDC 18.206.030. (Ord. No. 1132, § 2(Exh. A), 7-11-2013; 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)

18.220.030 Dimensional and density standards.

- A. Dimensions shall be consistent with Table 18.220.030-1. Adjustments for townhouse developments are in RDC 18.206.060.
- B. See RDC 18.210.060 for special setback and design requirements along major corridors.
- C. Minimum side yard setbacks shall not be reduced through the adjustment or variance process.
- D. The senior housing bonus, as described in RDC 18.235.020.P, may be applied to development within the RMD-16 zone. All site requirements and development standards of the RMD district shall apply to developments that obtain a senior housing bonus. Additionally, developments shall be designed to project a residential appearance through architectural design, landscaping, the use of building materials, and surface lengths.

Table 18.220.030-1
RMD dimensional and density standards.

Standard	RMD-16
Min. Lot Width	30 feet
Min. Lot Area	2,500 square feet
Min. Density: Dwelling Units/Net Developable Acre	8 du/ac
Max. Density: Dwelling Units/Net Developable Acre	16 du/ac
Min. Front Yard Setback	10 feet
Min. Rear Yard Setback	5 feet
Min. Side Yard Setback	5 feet
<u>Min. Garage Setback</u>	<u>20 feet</u>
Max. Height	35 feet (40 feet with pitched roof)
Max. Impervious Surface	75% (net developable acres)

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

Editor's note(s)—Ord. No. 1339, § 2(Exh. A), adopted May 27, 2021, amended § 18.220.030 in its entirety to read as herein set out. Former § 18.220.030 pertained to lot requirements and derived from Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013.

18.220.100 Off-street parking.

- A. Off-street parking shall be provided as required in RDC 18.720, including the EV infrastructure requirements in RDC 18.720.040.C.8, in addition to the provisions of this section.
- B. For individual garage or carport units facing a street, at least twenty linear feet of driveway shall be provided between any garage or carport entrance and the property line abutting the street, measured along the centerline of the driveway. This standard shall not be modified through the adjustment or variance process per RDC 18.350 or the PUD process per RDC 18.401.
- C. For individual garage or carport units facing an alley, driveways shall not be any linear length between five feet and twenty feet from the garage or carport entrance to the edge of the alley; measured along the centerline of the driveway. The intent of this standard is to prevent parked cars from protruding into alleys. This standard shall not be modified through the adjustment or variance process per RDC 18.350 or the PUD process per RDC 18.401.
- D. Parking lots shall be located behind or to the side of buildings.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1207, § 2(Exh. A), 5-26-2016; Ord. No. 1339, § 2(Exh. A), 5-27-2021)

18.220.130 Accessory structures ~~and dwellings~~.

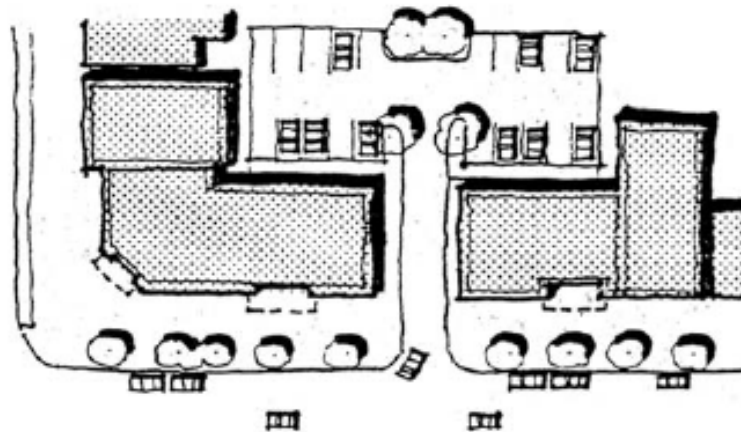
- A. Accessory structures must meet the dimensional standards in RDC 18.220.030, with the exceptions in RDC 18.210.120.
 - 1. Multistory parking structures are exempt from the eighteen-foot maximum height requirement in RDC 18.210.120.
- B. Accessory structures greater than one hundred twenty square feet shall be visually compatible with the primary structure.
- C. Accessory structures are only permitted as accessory uses to a primary use and must be located on the same parcel as the primary use.
- D. Accessory dwelling units are regulated by under RDC 18.205.020, RDC 18.205.030, and RDC 18.206.030.
(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1339, § 2(Exh. A), 5-27-2021; Ord. No. 1370, § 2(Exh. A), 9-8-2022)

18.230.080 Off-street parking and loading.

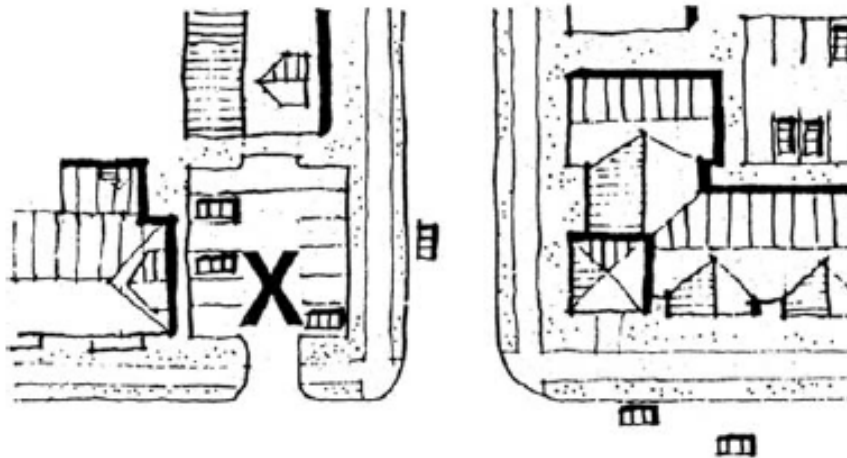
- A. Off-street parking and loading shall be provided as required in Chapter 18.720, [including the EV infrastructure requirements in RDC 18.720.040.C.8.](#)
- B. Parking areas shall be located to minimize their visual and functional impact, generally by locating parking areas along the rear and sides 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.

(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; Ord. No. 1426, § 2(Exh.), 7-25-2024)

18.240.060 Site and building design.

A. E District Standards.

1. Applicability. The requirements of Section 18.235.060-140.060 apply to:
 - a. New buildings of any size,
 - b. The addition to or remodel of an existing building that increases the square footage of the building by twenty percent, and
 - c. The addition to or remodel of an existing building where the construction valuation is fifty percent or greater of the existing site and building valuation.
2. All structures proposed to be sited on parcels zoned Employment (E) adjacent to Interstate 5 right-of-way shall comply with the Commercial Design Standards found in Section 18.230.055.
3. Building design shall reinforce the building's location adjacent to street edge and public space.
4. All blank walls facing an arterial, minor arterial or collector street shall be articulated in one or more of the following ways:
 - a. Installing a vertical trellis in front of the wall with climbing vines or planting materials.
 - b. Providing a landscaped planting bed at and five feet wide in front of the wall with plant materials that can obscure at least twenty percent of the wall's surface within three years.
 - c. Providing texture or artwork (mosaic, mural, sculpture, relief, etc.) over the blank wall surface.
 - d. Other equivalent methods that provides for enhancement of the wall.
5. Where the lot abuts an arterial, minor arterial or collector street, at least one main entrance of a building shall face directly onto a sidewalk along a street. Entrances shall be made physically and visually inviting by incorporating a minimum of two of the following entry enhancement features:
 - a. Additional landscaping equal to ten percent of required site landscaping within ten feet of either side of the entry;
 - b. At least two hundred square feet of paving materials different from the street sidewalk;
 - c. At least one hundred square feet of awning, marquee, or arcade over the entry;
 - d. At least two hundred square feet of pedestrian plaza with landscaping and benches that is attached to the entry;
 - e. Entry recessed from the facade surface by at least three feet; or
 - f. Accent lighting.
6. On lots fronting an intersection where at least one leg of the intersection is an arterial, minor arterial or collector street, the building shall accentuate the street-facing corner by including pedestrian access at the corner.
7. The following accessory structures and uses shall be screened by a fence or landscaping to a value of eighty percent year-round opacity from public view along an arterial, minor arterial or collector street:
 - a. All on-site service areas, loading zones, outdoor storage areas, garbage collection, recycling areas, and similar activities. 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.

-
- b. Utility vaults, ground-mounted mechanical units, trash receptacles and other similar structures.
 - c. Satellite dishes or pedestrian-oriented waste receptacles along walkways are not required to comply with this standard.
- 8. Mechanical units, utility equipment, elevator equipment, and telecommunication equipment located on the roof shall be grouped together, incorporated into the roof design, and/or screened from adjacent walkways to a value of eighty percent year-round opacity.
 - 9. Outdoor storage of materials shall generally be located to the rear or side of the site and shall not be located adjacent to any street with a classification of "collector" or higher or any street that is projected to carry more than two thousand average daily trips. Adjacent in this context shall mean without an intervening element such as a building or parking area, but not including a fence or wall, between the street right-of-way and the outdoor storage area. If the location of outdoor storage areas to the rear or side of the site is not practical due to site constraints additional landscaping immediately adjacent to the right-of-way to a L5 standard fifteen feet in depth shall apply.
- B. Site configurations in the E zone shall avoid creating entrapment areas such as dead-end pathways where a pedestrian could be trapped by an aggressor.
 - C. In the E zone, the site and buildings shall provide sight lines to allow observation of outdoor spaces by building occupants. Buildings should be sited so that windows, balconies and entries overlook pedestrian routes and parking areas and allow for informal surveillance of these areas, where possible.
- (Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1226, § 2(Exh. A), 12-15-2016; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1266, § 2(Exh. A), 9-13-2018; Ord. No. 1273, § 2(Exh. A), 10-11-2018; Ord. No. 1296, § 2(Exh. A), 10-10-2019; Ord. No. 1370, § 2(Exh. A), 9-8-2022; Ord. No. 1406, § 2(Exh. A), 7-13-2023)

18.240.080 Off-street parking and loading.

- A. Off-street parking and loading shall be provided as required by RDC 18.720, including the EV infrastructure requirements in RDC 18.720.040.C.8.
- B. No more than fifty percent of a lot abutting an arterial, minor arterial or collector street may be dedicated to parking area along the arterial or collector street frontage.
 - 1. Sites with the following primary uses are exempt from the requirement in (B) when such a primary use occupies at least fifty thousand square feet: Light manufacturing, research and development, freight/cargo movement and storage, fleet service, warehousing, wholesale retail, and computer and electronics manufacturing.
- C. On corner lots where one leg of the intersection is an arterial, minor arterial, or collector street, the parking area shall be no closer than the lesser of one hundred feet or twenty-five percent of the street frontage, measured horizontally along the frontage, from the intersecting rights-of-way of the arterial, minor arterial, or collector street with another street.
- D. Where the subject lot abuts a public street at the front and rear of the lot, the parking area shall take access from the street with the lowest street classification.
- E. Off-street loading is not permitted within twenty-five feet of a public right-of-way.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1325, § 2(Exh. A), 9-24-2020)

18.240.110 Special provisions for the employment mixed use overlay district.

- A. Purpose. The EMUO implements the employment mixed use designation in the RUACP and is intended to provide for a mix of compatible light industrial, service, office, retail, and residential uses. As further detailed in this chapter, the mix of uses is to be mutually supporting and pedestrian- and transit-oriented. Through the development standards described in Section 18.240.110(F), the EMUO promotes physical and functional integration, coordination, cohesive site planning and design that maximizes land use. It also encourages the development of a compact, active environment that is expected to:
1. Achieve the goals and objectives of the RUACP.
 2. Provide additional family wage employment opportunities.
 3. Enhance livability, environmental quality, and economic vitality.
 4. Maximize efficient use of public facilities and services.
 5. Accommodate medium and higher density housing when integrated into a master plan.
 6. Reduce the number of automobile trips and encourage alternative modes of transportation.
 7. Create a safe, attractive and convenient environment for living, working, recreating and traveling.
- B. General Applicability. The provisions of this section may be applied to any parcel or an aggregation of parcels under an applicant's common ownership or control of forty gross acres or greater that are designated EMUO on the RUACP map at the election of an applicant. In the event an applicant elects to file an EMUO master plan application instead of an E master plan application, the applicant shall comply with all of the provisions of this section and unless otherwise provided, Sections 18.240.020 through 18.240.095 of this chapter shall not apply. An EMUO master plan, at a minimum, shall address the following approval criteria:
1. Critical Areas. When development impacts lands regulated by RDC 18.280, Critical Areas, the development project shall comply with all applicable standards in 18.280.
 2. Adequate access shall be provided for vehicles, transit, bicycles, and pedestrians to each property within the master planning area. The circulation plan shall address vehicular, bus, pedestrian and bicycle transportation, access limitation and engineering issues.
 3. The EMUO master plan shall show how capital facilities (sanitary sewer, water, storm drainage) and utilities can be provided efficiently to the site, consistent with city engineering standards and the CFP.
 4. Flag lots are specifically discouraged unless there is no reasonable alternative, as determined by the city engineer.
 5. Each of the parcels within an approved EMUO master plan need not be contiguous provided that noncontiguous parcels are designed to achieve physical and functional integration as defined by this code with contiguous parcels within the master plan, that noncontiguous areas are geographically separated by no more than one mile, that development on noncontiguous parcels complies with all adopted EMUO development standards and provided that any noncontiguous parcel have a minimum size of forty gross acres or greater. Properties cannot be in a master plan if there is a built or natural barrier that does not allow the achievement of physical and functional integration.
- C. EMUO Master Planning Process.
1. The purpose of the master planning process is to:
 - a. Assure that the proposed master plan is considered as a whole and conforms to the RUACP. The master plan may serve to allow flexibility of uses and development standards. Any other reviews needed for the development review process, such as conditional uses, plan amendments,

-
- subdivisions, variances or zone changes may be considered at the same time as the master plan; provided, that the applications for these other permits comply with the city's submittal requirements;
- b. Assure that phased development is properly coordinated;
 - c. Provide the applicant with reliable assurances of the city's expectation for the overall project as a basis for the applicant's detailed planning and investment.
2. Requirements. An EMUO master plan must include a concept plan that shows the location and distribution of land uses and related facilities. The following components are required:
- a. Boundaries of the Site and Existing Conditions. The master plan must show the current and potential future boundaries of the site for the duration of the master plan and existing conditions such as environmental constraints, utility services, existing structures and uses and existing transportation improvements.
 - b. General Statement. The master plan must include a narrative that generally describes the uses and site as well as expansion plans for the duration of the EMUO master plan. An applicant shall calculate the approximate net developable acres of proposed uses and net densities by type, area of public rights-of-way, the percentage of impervious surfaces and the approximate amount, location and type of sensitive lands impacted.
 - c. A SEPA Checklist.
 - d. Master Plan. The master plan must generally show the proposed division of land and distribution of proposed uses and the items described in subsections (C)(2)(a) and (b) of this section. Additional information may include:
 - i. Conceptual plans for potential future uses;
 - ii. Conceptual plans for improvements planned in conjunction with the proposed use(s); and
 - iii. General locations of usable open space, any land proposed to be dedicated for open space, pedestrian and transit connection between the site and public or private streets serving the EMUO master plan and connecting to off-site open space, and internal circulation (both auto and pedestrian).
 - e. Development Standards. The applicant may propose standards that will control development of the future uses that are in addition to or substitute for the requirements of this section as set forth in a duly approved development agreement pursuant to RDC 18.310.150, provided they are consistent with the RUACP and RCFP.
 - f. Phasing of Development. The master plan shall include the proposed development phases, probable sequence of future phases, estimated dates and interim uses of the property awaiting development. In addition, the plan shall identify any proposed temporary uses or locations of uses during construction periods.
 - g. Transportation and Parking. The master plan shall include information on the following items for each phase:
 - i. Projected Transportation Impacts. This includes the expected number of trips (peak and daily), an analysis of the impact of those trips on the street system, and the proposed mitigation measures. Mitigation measures may include improvements to the street system or specific programs to reduce traffic impacts, including transportation demand management techniques, such as encouraging the use of public transit, carpool, vanpools, adjustment of work hours and other alternatives to single occupancy vehicles. A transportation impact study may be substituted for these requirements and shall be

required for any development within a master plan that is projected to generate more than ten peak hour trips.

- ii. Proposed Parking Impacts. This information includes: projected peak-hour parking demand, an analysis of this demand compared to proposed on-site and off-site parking supply, potential impacts to the on-street parking system and adjacent land uses and mitigation measures.

h. Procedures.

- i. Master plan preapplication meetings are required prior to submitting a conceptual master plan.
- ii. The master plan review shall be processed in accordance with the procedures of a Type III land use review per this title.
- iii. Type II site plan review is required for each phase of development within the master plan, unless otherwise specified herein.
- iv. In lieu of compliance with the general modification procedures of Chapter 18.350 RDC, any modifications, additions or changes to an approved EMUO master plan are subject to the following:
 - a. Minor changes as defined in this subsection shall be reviewed as a Type I post-decision review process and a determination made by the planning director. To be considered minor, the modification must meet the following criteria:
 - i. A minor modification shall not result in a deviation to a numeric performance standard of more than ten percent. Examples of minor modifications include but are not limited to minor relocation of buildings or landscaped areas, moving an approved use from one part of a master plan site to another part, minor changes in phasing and timing, and minor changes in elevations of buildings and also include modification that will result in:
 - (A) No more than a ten percent reduction in the amount of landscaping, buffering and open space, or the relocation of open space;
 - (B) No more than a ten percent reduction in the amount of parking is proposed;
 - (C) No more than a ten percent reduction of any landscape buffer, in width or density of planting, between the development and adjoining properties is proposed;
 - (D) No more than a ten percent increase in the total ground area covered by buildings or other impervious surfaces is proposed;
 - (E) No more than a ten percent change in the preservation of trees or other unique natural features which were required to be preserved by the master plan approval is proposed;
 - (F) No structures are relocated closer to the perimeter of the site, to water bodies or to sensitive areas;
 - (G) No more than a ten percent increase in traffic volumes; and
 - (H) No more than a ten percent change in trip generation is proposed.

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

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

- 1. If an applicant for an EMUO master plan site elects to provide residential units within an EMUO master plan pursuant to this section, the following standards will apply:
 - a. Except as otherwise modified by RDC 18.240.110, the medium density residential districts provisions of Chapter 18.220 RDC shall apply to residential development within an EMUO master plan site.
 - b. Except as provided in Section 18.240.110(D)(21)(c) RDC, a maximum of one residential unit for each net developable acre of an EMUO master plan site shall be permitted within an EMUO master plan site.

- c. For residential units located above the ground floor of a structure containing commercial or employment uses, one additional residential unit, over and above the allocation set forth in Section 18.240.100110(D)(21)(b) RDC, for each net developable acre of an EMUO master plan site shall be permitted within an EMUO master plan site.
- d. If the applicant elects to include residential uses in the EMUO master plan, the minimum average residential density within an EMUO master plan site shall be ten dwelling units per net developable acre and the maximum density shall be sixteen residential units per net developable acre.
- e. The permitted residential uses are listed in Table 18.240.110-2 RDC.
- f. If an applicant for an EMUO master plan site elects to provide residential units within an EMUO master plan pursuant to this section, then at the master plan approval stage, the maximum residential allocation for the entire master plan site (except units located above commercial or employment uses) shall be calculated at a rate of one residential dwelling unit per net developable acre of the master plan site. The number of housing units constructed in any one year shall not exceed twenty percent of the total allocation for a master plan site; provided, however, if an applicant does not construct up to twenty percent of the residential allocation in any one year, then the applicant shall be entitled to add the unused number of housing units from that year to the annual sub-allocation of any following year up to the allowed percentage of that following year.¹ After constructing sixty percent of the housing units allocated to a master plan site, before an applicant is entitled to construct the remaining forty percent of the residential unit allocation, the applicant must provide a certain number of family wage job opportunities in accordance with the following table:

Table 18.240.110-1

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

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

- g. An applicant shall have the option of constructing commercial uses, up to the maximum percentage permitted, and employment uses within a master plan site in advance of constructing

any allowable residential units and in such case, the maximum residential units that may be constructed concurrently or subsequent to construction of the commercial or employment uses, shall correspond to the number of family wage employment opportunities provided according to the formulas in the above table.

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

Table 18.240.110-2

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

DESIGNATED AREAS WITHIN MIXED USE MASTER PLAN					
Zone ¹ →	Destination Retail High Impact Commercial	Low Impact Commercial	Office	Industrial	Residential
Use ↓					
A. Residential					
1. Existing residential	P	P	P	P	P
2. Multi-family residential ²	X	C	C	X	P

Created: 2025-04-21 12:26:42 [EST]

3. Multi-family residential in mixed-use structure with residential units above ground floor ³	P	P	P	C	P
4. Multi-family residential in mixed-use structure with residential units on ground floor ⁴	C	P	P	C	P
B. Commercial⁵					
1. Retail sales—Low Impact ⁶	P ⁷	P	P	C	C
2. Retail sales—High Impact ⁸	P	X	X	X	X
3. Retail sales—Destination Retail ⁹	P	X	X	X	X
4. Temporary fireworks stands	P	X	X	X	X
5. Restaurants—without drive through facility	P	P	P	C	X
6. Restaurants—with drive through facility	P	X	X	X	X
7. Bed & breakfast lodging ¹⁰	X	P	X	X	C
8. Hotels, resident hotels and motels	P	C	P	C	X
9. Auto-oriented businesses such as gas stations, coffee stands and similar uses ¹¹	P	X	P	C	X
10. Institutional uses—low impact ¹²	P	P	P	C	C
11. Elementary schools, public or private	X	X	X	X	C
12. Institutional uses—high impact ¹³	P	X	C	C	X
13. Daycare facilities	X	P	P	C	C
14. Adult Entertainment	X	X	X	X	X
C. Industrial					
1. Manufacture, assembly and wholesale distribution of electronic or specialized equipment and components, including but not limited to communications, medical and dental, pharmaceutical, computer, optical, photographic, analytical, measurement, controlling and office products	X	X	C	P	X
2. Research and development facilities	X	C	P	P	X
3. Regional distribution facilities, provided that	X	X	C	P	X

Created: 2025-04-21 12:26:42 [EST]

(Supp. No. 107)

loading and unloading activities are conducted on dock facilities primarily located indoors					
4. Automotive repair and service	P	X	C	P	X
5. Heavy equipment repair and service	X	X	X	P	X
6. Machine, metal, sheet metal, fabric, finished wood manufacturing and assembly	X	X	X	P	X
7. Plastics and rubber products manufacturing	X	X	X	P	X
8. Nonmetallic mineral product manufacturing	X	X	X	P	X
9. Manufacture, compounding, processing, packaging or treatment of bakery goods, candy, drugs, perfume, toiletries, soft drinks and food products	X	X	X	P	X
10. General wholesaling, warehousing, distribution and storage	P	X	X	P	X
11. Transportation equipment and appliance manufacture and assembly	X	X	X	P	X
12. Creameries, ice and cold storage plants	C ¹⁴	X	X	P	X
13. Manufacture of wood and paper products, textiles, chemical and chemical products, feed, metal and metal alloy products and the storage of raw materials for such industries	X	X	X	C	X
14. Converted paper product manufacturing	X	X	X	C	X
15. Compounding, assembly or treatment of previously prepared materials	X	X	X	C	X
16. Ferrous metal foundry and stamping plants	X	X	X	C	X
17. Non-ferrous metal artisan foundry ¹⁵	X	C	X	P	X
18. Mechanical facilities related to utility distribution	C	X	C	P	X
19. Essential public services and facilities ¹⁶	X	X	X	C	X

Created: 2025-04-21 12:26:42 [EST]

(Supp. No. 107)

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

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

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

reviewed as part of the city's review of the EMUO master plan and shall be included in a development agreement adopted pursuant to Section 18.310.150 RDC.

Table 18.240.110-3

1. Densities					
Use		Density			
Residential		10 units per Net Developable Acre (average minimum) ²⁰ 16 units per Net Developable Acre (maximum)			
2. Lot Dimension Requirements					
Development Standard	Destination Retail/High Impact Commercial use	Low Impact Commercial use	Office use	Industrial use	Residential use
a. Lot Width (minimum)	30 feet	30 feet	30 feet	30 feet	20 feet
b. Lot Depth (minimum)	60 feet	60 feet	60 feet	60 feet	60 feet
3. Front Yard Building Setback Requirements					
Development Standard ²¹	Destination Retail/High Impact Commercial use	Low Impact Commercial use	Office use	Industrial use	Residential use
a. Minimum setback ²² from arterial or collector, includes 20 foot landscape buffer except if minimum setback is 0 feet ²³	20 feet	0 feet ²⁴	20 feet	20 feet	20 feet
b. Minimum setback from local or industrial street, includes 20 foot landscape buffer except if minimum setback is 0 feet	20 feet	0 feet ²⁴	0 feet ²⁴	20 feet	20 feet if parking located in front of dwelling unit or 0 feet if it is not
c. Maximum setback from any street,	None	10 feet ²⁴	100 feet	100 feet ^{24a}	100 feet

Created: 2025-04-21 12:26:42 [EST]

(Supp. No. 107)

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

arterials or collector ²⁶					
Landscape standard pursuant to Table 18.500.050(B) RDC along a site's boundaries which abut a parcel with the same zone as the parcel being developed and along a site's boundaries which abut local streets	Minimum 10 feet wide at a L2 standard	Minimum 10 feet wide at a L2 standard	Minimum 10 feet wide at a L2 standard	Minimum 10 feet wide at a L2 standard	Minimum 10 feet wide at a L2 standard
6. Building Coverage and Open Space					
Development Standard	Destination Retail/High Impact Commercial use	Low Impact Commercial use	Office use	Industrial use	Residential use
a. Building, Parking coverage and other impervious surfaces (maximum) ²⁸	85%	85%	100% provided that stormwater quality control and quantity control standards can be met	85%	100% subject to any landscaping requirements, and subject to the recreation area requirement of RDC 18.220.120 (4) if applicable ²⁹
7. Building Height Requirements					
Development Standard	Destination Retail/High Impact Commercial use	Low Impact Commercial use	Office use	Industrial use	Residential use
a. Building Height (maximum) ³⁰	60 feet	60 feet	60 feet	60 feet	60 feet
b. Structural Ceiling Height of Ground Floor (minimum)	10 feet	10 feet	10 feet	10 feet	9 feet

Created: 2025-04-21 12:26:42 [EST]

(Supp. No. 107)

8. Parking Requirements	
Use	Number of spaces required
a. Destination Retail	A minimum of one space per 300 square feet of gross floor area; no maximum
b. High Impact Commercial	As required in RDC 18.720.030
c. Low Impact Commercial	As required in RDC 18.720.030 ³¹
d. Office	As required in RDC 18.720.030
e. Industrial	As required in RDC 18.720.030 except for industrial warehouse which shall have a minimum of one space per 3,000 square feet of gross floor area
f. Residential	As required in RDC 18.720.030

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

³ No residential units allowed on ground floor of structure.

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

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

⁶ This category includes a wide range of retail sales, including grocery stores, general and specialty merchandise. Low-impact retail sales uses typically do not have offensive odors, noise, or visual impacts. Such uses usually do not have significant truck traffic and have no outdoor storage areas.

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

⁸ High impact (heavy) commercial uses include outdoor nurseries, lumber and building materials, farm equipment, heavy equipment rental, and the like. Such uses typically have large, outdoor storage areas, significant truck traffic and often rely on heavy equipment. Such uses may be noisy or have other off-site impacts. However, if impacts can be fully mitigated, such uses may be permitted conditionally in certain zoning districts.

⁹ See Section 18.100.083 RDC.

¹⁰ Less than ten beds in a single structure.

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

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

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

¹⁴ If use includes retail component.

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

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

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

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

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

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

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

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

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

Created: 2025-04-21 12:26:42 [EST]

(Supp. No. 107)

²⁴ No landscape buffer required.

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

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

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

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

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

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

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

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

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

9. Landscaping and Natural Areas.

a. Landscaping.

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

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

any; provided, however that if on-street parking is provided, no reduction in street widths shall be permitted. Parking spaces provided through the shared parking provisions below shall be counted toward the maximum as well.

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

-
- b. For residential uses, an unbroken series of garage doors greater than two is not permitted on any street frontage, including walls facing controlled access highways and freeways. For the purposes of this section, an unbroken series includes garage doors that are physically attached, side by side and are not separated by side yards, setbacks, landscaping, or nongarage structures or are not offset from other garage portions of the structure.
 - c. Visual separation of commercial ground floors and residential upper floors shall provide for the visual interest of those utilizing the ground floors. This may be accomplished by the use of varied textural materials, awnings, overhangs, fascia treatment or other such methods.
 - d. If garages, carports, or other accessory structures designed for the parking of automobiles in multifamily residential areas are front-loaded (i.e., having their large and primary entry door facing the street), they shall not be located closer to the front lot line than the foremost facade of the principal building facing the front property line. For the purposes of this subsection, foremost facade of the principal building shall mean the front elevation of the building, not including garages, carports or other accessory parking structures, but including porches.
 - e. The building facade requirements above will not apply where they are in conflict with the design or character of architecture of existing buildings on the National Register of Historic Places Buildings or Structures, or listed in the Washington State Inventory of Historical Sites and Buildings, or designated by the Clark County Historic Preservation Commission as a building site or structure of historical, architectural or cultural significance or merit, or as a historical or architectural landmark.
17. Additional Development Standards for Noncontiguous Parcels Within an Approved EMUO Master Plan.
- a. There shall be similar design between buildings in noncontiguous areas.
 - b. There shall be similar on-site and perimeter landscaping design and plant material usage for individual developments in noncontiguous areas.
 - c. There shall be similar on-site pedestrian pathways and walkway designs and similar design of convenient and safe connections to the off-site pedestrian network system for individual developments in noncontiguous areas.
 - d. There shall be similar bicycle storage and parking opportunities for individual developments in noncontiguous areas.
 - e. There shall be similar internal exterior wall-mounted and pole-mounted lighting fixtures for individual developments in noncontiguous areas.
 - f. There shall be similar private wall-mounted and freestanding signage for individual developments in noncontiguous areas.
 - g. There shall be similar public sidewalk and landscaping design and construction to insure consistency between the frontages of individual developments in noncontiguous areas.
 - h. There shall be similar public street light installation along the frontages of individual developments in noncontiguous areas.
- G. Incentives.
- a. Traffic Impact Fee (TIF) Reduction. A reduction of the TIF may be granted pursuant to this section with the implementation and maintenance of the corresponding action in the below table upon approval of the planning director. The city shall have the authority to enforce the continuing provision and implementation of the incentives pursuant to its authority under Chapter 18.395 of this title.

Table 18.240.110-4: Incentives

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

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

18.280.020 General provisions.

- A. No Net Loss of Functions. Land development and uses within the city shall result in no net loss of functions and values in the critical areas. Since values are difficult to measure no net loss of functions and values means no net loss of functions. The beneficial functions provided by critical areas include, but are not limited, to water quality protection and enhancement, fish and wildlife habitat, food chain support, flood storage; conveyance and attenuation of flood waters; ground water recharge and discharge; erosion control; and wave attenuation. These beneficial functions are not listed in order of priority. This chapter is also intended to protect residents from hazards and minimize risk of injury or property damage.
- B. Relationship to Other Regulations. These critical areas regulations shall apply in addition to zoning and other regulations adopted by the city. When there is a conflict between any provisions of this chapter or any other regulations, that which provides the most protection to the subject critical area shall apply. Conditions of approval of a project affecting critical areas may be supplemented by a review under the State Environmental Policy Act (SEPA), as locally adopted. Compliance with the provisions of this chapter does not constitute compliance with other federal, state, and local regulations and permit requirements (for example, Shoreline Substantial Development Permits, Hydraulic Project Approval (HPA) permits, Section 106 of the National Historic Preservation Act, U.S. Army Corps of Engineers Section 404 permits, or National Pollution Discharge Elimination System permits). The applicant is responsible for complying with other state and federal requirements in addition to the requirements of this chapter. Obtaining all applicable state and federal permits shall be made a condition of a critical areas permit and such permits shall be obtained prior to issuance of permits for construction or site disturbance.
- C. Implementation of Best Available Science. The regulations of this chapter are intended to protect critical areas in accordance with the Growth Management Act (GMA) through the application of best available science as determined according to WAC 365-195-900 through 365-195-925, and in consultation with state and federal agencies and other qualified professionals.
- D. Regulatory Flexibility. This chapter is to be administered with flexibility and attention to site-specific characteristics. This chapter is not intended to make a property in the city unusable by denying its owner reasonable economic use of the property or to prevent the provision of public facilities and services necessary to support existing or planned development.
- E. When property that is identified as being within a critical area ~~or the proposed buffers~~ buffer has been used by the property owner for domestic uses such as lawns, buildings and similar ~~uses other than being left in its natural state that land shall not be considered as critical as intended by this code. These areas shall also be exempt from the critical area permitting process.~~ residential uses the city shall administer Chapter 18.280 flexibly, as follows:
1. The identified property has been used exclusively for domestic use since January 1, 1994. Commercial agriculture, resource extraction, and logging are not domestic uses.
 2. The burden of proof for establishing exclusive domestic uses is on the applicant and shall be supported by substantial evidence prepared by a qualified professional as defined in RDC 18.280.170.
 3. Buffer areas meeting the requirements of subsections (a) through (c) shall be exempt from the critical area permitted process.
- Subsection E does not apply to critical areas as defined in RDC 18.100.014
- ~~E~~F. General Public Interest Served. The city's enactment and enforcement of this chapter shall not be construed for the benefit of any individual person or group of persons other than the general public.

FG. Warning and Disclaimer of Liability. The standards established herein are minimum standards. The standards are established for regulatory purposes only. Minimum compliance with these standards may not be sufficient protection from identified or unidentified hazards. city-establishment of these minimum standards is not a representation that these standards are sufficient protection from any hazard. Critical areas development should be based on sound scientific and engineering considerations that may be more stringent than this chapter. The city assumes no liability if these established standards prove to be insufficient protection.

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

18.280.110 Fish and wildlife habitat conservation areas.

A. Designation.

1. There are established in the city the following identified fish and wildlife habitat conservation areas:
 - a. Habitat for any life stage of state or federally designated endangered, threatened, and sensitive fish or wildlife species. A current list of federally and state identified species is available from the community development director or designee.
 - b. Priority habitats and areas associated with priority species including Oregon white oaks. Current lists of priority habitats and species and applicable management recommendations promulgated by the Washington Department of Fish and Wildlife are available from the community development director or designee.
 - c. Water bodies including lakes, streams, rivers and naturally occurring ponds.
2. Fish and wildlife habitat conservation areas do not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.
3. Habitat Location Information. Information on the approximate location and extent of habitat conservation areas is available from the community development director or designee. The habitat location information is based on:
 - a. Washington Department of Fish and Wildlife Priority Habitat and Species Maps.
 - b. Washington Department of Fish and Wildlife Anadromous and Resident Salmonid Distribution Maps in the Salmon and Steelhead Habitat Inventory Assessment Program (SSHIAP).
 - c. Washington Department of Natural Resources Official Water Type Reference Maps.
 - d. Other information acquired by the city.

B. Fish and Wildlife Habitat Conservation Areas and Riparian Buffers. Fish and wildlife habitat conservation areas within the city shall be established pursuant to the Washington State Department of Natural Resources Stream Typing System, as amended. Fish and wildlife habitat conservation areas shall be established by a qualified professional and shall be measured to include the land in each direction from the ordinary high water mark of the designated stream type.

1. The minimum riparian buffer widths for stream types designated in accordance with the Washington State Department of Natural Resources (DNR) Stream Typing System shall be as follows:

Table 18.280.110-1

Minimum Riparian Buffer Widths for Fish and Wildlife Habitat Conservation Areas—DNR Stream Typing System

Fish and Wildlife Habitat Conservation Areas—DNR Stream Typing System	Minimum Riparian Buffer Width (feet)
Type S - Shorelines of the state	150 feet
Type F - Fish-bearing streams (>5 feet wide)	150 feet
Type F - Fish-bearing streams (<5 feet wide)	125 feet
Type Np and Ns — Perennial or seasonal streams with high mass wasting potential	100 feet

Created: 2025-08-12 16:12:40 [EST]

Type Np and Ns — Perennial or seasonal streams with low mass wasting potential	50 feet
--	---------

2. Fish and wildlife habitat conservation areas and associated buffers shall be identified on the face of plat maps site plans or other development plans, and shall be protected in perpetuity with conservation covenants, deed restrictions or other legally binding mechanisms.
3. If impervious surfaces from previous development completely functionally isolate the designated stream type and associated buffer the regulated fish and wildlife habitat conservation shall extend from the ordinary high water mark to the impervious surfaces. An example would be an existing industrial paved area and warehouses in the riparian buffer.

C. Additional Critical Areas Report Requirements.

1. A critical areas report for a fish and wildlife habitat conservation area shall include evaluation of the habitat functions using the Clark County Habitat Conservation Ordinance Riparian Habitat Field Rating Form or another habitat evaluation tool approved by the Washington Department of Fish and Wildlife.
2. If the clearing or development activity is in the fish and wildlife habitat conservation area, the critical areas report shall contain the following information, if applicable, in addition to the general critical areas report requirements of RDC 18.280.050.B:
 - a. How the clearing or development activity constitutes a water-dependent, water-related or water-enjoyment use.
 - b. How the clearing or development activity cannot feasibly be located on the site outside of the fish and wildlife habitat conservation area.
 - c. How the proposal meets the fish and wildlife habitat conservation area width averaging standard.
 - d. How the proposal will not adversely affect the connectivity of habitat functions.

D. Performance Standards.

1. General.
 - a. Development or clearing activities shall protect the functions of the fish and wildlife habitat conservation areas on the site. The activity shall result in no net loss of functions. Protection can be provided by avoiding (the preferred protection) or minimizing and mitigating. Functions include:
 - i. Providing habitat for breeding, rearing, foraging, protection and escape, migration, and over-wintering.
 - ii. Providing complexity of physical structure, supporting biological diversity, regulating stormwater runoff and infiltration, removing pollutants from water, and maintaining appropriate temperatures.
 - b. An applicant shall replace any lost functions by enhancement to other functions, so long as the applicant demonstrates that enhancement of the other functions provides no net loss in overall functions and maintains habitat connectivity. An example of unavoidable loss of function would be interruption of a travel corridor in a fish and wildlife habitat conservation area and its associated buffer. To the maximum extent feasible, enhancement shall be undertaken on-site.
 - c. If development or clearing activity is within a priority habitat and species area the applicant shall follow Washington Department of Fish and Wildlife Management Guidelines or other standards approved by the Washington Department of Fish and Wildlife.

-
- d. Signs for Fish and Wildlife Conservation Areas:
 - i. Temporary Markers. The location of the outer perimeter of the fish and wildlife habitat conservation area shall be marked in the field, and such marking shall be approved by the community development director or designee prior to the commencement of permitted activities. Such field markings shall be maintained throughout the duration of the permit.
 - ii. Permanent Signs. Wood or metal signs shall be posted at an interval of one per lot for single family residential uses or at a maximum interval of two hundred feet or as otherwise determined by the community development director or designee, and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the community development director or designee: "The area beyond this sign is a fish and wildlife habitat conservation area. Alteration or disturbance is prohibited by law. Please call the city of Ridgefield for more information."
2. Fish and Wildlife Habitat Conservation Areas and Riparian Buffers.
- a. Fish and Wildlife Habitat Conservation Areas. Development or clearing activity may occur in fish and wildlife habitat conservation areas for the following:
 - i. A water-dependent, water-related or water-enjoyment activity where there are no feasible alternatives that would have a less adverse impact on the fish and wildlife habitat conservation area or riparian buffer. The applicant shall minimize the impact and mitigate for any unavoidable impact to functions; or
 - ii. A road, railroad, trail, dike, or levee or a water, sewer, stormwater conveyance, gas, electric, cable, fiber optic cable, or telephone facility that cannot feasibly be located outside of the fish and wildlife habitat conservation area, that minimizes impacts, and that mitigates for any unavoidable impact to functions; or
 - iii. Trails and wildlife viewing structures provided that the trails and structures are constructed to minimize impacts.
 - b. Riparian Buffer. Development or clearing activity may occur in the riparian buffer, provided that mitigation is conducted that results in no net loss of riparian habitat functions on the site, and further, that functionally significant habitat, defined as habitat that cannot be replaced or restored within twenty years, shall be preserved unless the clearing or development activity cannot feasibly be located on the site outside of the riparian buffer. An example of habitat that cannot be replaced within twenty years would be a stand of mature trees or a peat bog.
 - c. Buffer Width Averaging. The community development director or designee may allow buffer width averaging in accordance with an approved critical area report on a case-by-case basis. Buffer width averaging shall not be used in combination with buffer width reduction or a minor exception on the same buffer segment to reduce the minimum buffer width below that specified in this chapter. Averaging of buffer widths may only be allowed where a qualified ecologist or biologist demonstrates that:
 - i. Such averaging will not reduce functions or functional performance; and
 - ii. The fish and wildlife habitat conservation area varies in sensitivity due to existing physical characteristics or the character of the buffer varies in slope, soils, or vegetation, and the wetland would benefit from a wider buffer in places and would not be adversely impacted by a narrower buffer in other places; and
 - iii. The total area contained in the buffer area after averaging is no less than that which would be contained within the standard buffer; and

-
- iv. The buffer width is reduced by no more than fifty percent of the standard width and at no point to less than twenty-five feet.
 - d. Buffer Width Reduction. The community development director or designee may authorize the reduction of required buffer widths to a lesser width provided that an applicant demonstrates compliance with the following:
 - i. Written evidence prepared by a qualified ecologist or biologist addressing the proposed buffer width reduction and demonstrating how the reduced buffer will enhance the functions and values of the fish and wildlife habitat conservation area.
 - ii. The remaining buffer area shall be intensely planted with a mixture of native vegetation pursuant to an approved landscape plan prepared by a registered landscape architect in the State of Washington and reviewed and certified by a qualified ecologist or biologist certifying that the plantings to be used in the remaining buffer area will compliment and support the functions and values of the fish and wildlife habitat conservation area.
 - iii. The remaining buffer area shall be managed by the applicant or applicant's successor in interest for a minimum of three years following the city's final acceptance of any portion or phase of the project. A detailed management plan prepared by a qualified ecologist or biologist shall be submitted for city review and approval prior to the city's authorization of any on-site construction, unless otherwise authorized by the community development director or designee. The detailed management plan shall address among other things the replanting of dead or dying plant material, the contents and submittal to the city of annual monitoring report prepared by a qualified ecologist or biologist with the cost of this report to be borne entirely by the applicant or applicant's successor in interest and methods to address any identified problems with the buffer's support of the functional value of the fish and wildlife habitat conservation area.
 - e. Buffer width reduction shall not be used in combination with buffer width averaging on the same buffer segment, but can be used in combination with the same wetland resource. Where multiple resources exist on a property or site, the community development director or designee may authorize the use of buffer width averaging and buffer width reduction on different resources on the property or site provided that any required scientific analysis or reporting addresses and supports the separate use.
 - f. Buffer Maintenance. Except as otherwise specified or allowed in accordance with this chapter, buffers for fish and wildlife habitat conservation areas shall be maintained according to the approved critical area permit.
 - g. Buffer Uses. The following uses may be permitted within a buffer for a fish and wildlife habitat conservation area in accordance with the review procedures of this chapter; provided, they are not prohibited by any other applicable law or regulation and they are conducted in a manner so as to minimize impacts to the buffer and the wetland:
 - i. Activities allowed under the same terms and conditions as in the associated fish and wildlife habitat conservation areas.
 - ii. Enhancement and restoration activities aimed at protecting the soil, water, vegetation or wildlife.
 - iii. Passive recreation facilities including trails and wildlife viewing structures, provided that the trails and structures are constructed with a surface that does not interfere with wetland hydrology.

-
- iv. Stormwater management facilities limited to detention facilities, constructed wetlands, stormwater dispersion outfalls and bioswales, may be constructed in accordance with an approved critical area report.
3. Signs and Fencing of Fish and Wildlife Habitat Conservation Areas:
- a. The location of the outer perimeter of the fish and wildlife habitat conservation areas and its buffer shall be marked in the field, and such marking shall be approved by the community development director or designee prior to the commencement of permitted activities. Such field markings shall be maintained throughout the duration of the permit.
 - b. A permanent physical demarcation along the upland boundary of the fish and wildlife habitat conservation area buffer shall be installed and thereafter maintained. Such demarcation may consist of fencing, hedging or other prominent physical marking that allows wildlife passage, blends with the wetland environment, and is approved by the community development director or designee.
 - c. Permanent fencing of the fish and wildlife habitat conservation area buffer on the outer perimeter shall be erected and thereafter maintained when there is a substantial likelihood of the presence of domestic grazing animals within the property unless the community development director or designee determines that the animals would not degrade the functions of the fish and wildlife habitat conservation area or buffer.
 - d. Wood or metal signs shall be posted at an interval of one per lot for single family residential uses or at a maximum interval of two hundred feet or as otherwise determined by the community development director or designee, and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the community development director or designee: "The area beyond this sign is a fish and wildlife habitat conservation area or fish and wildlife habitat conservation area buffer. Alteration or disturbance is prohibited by law. Please call the city of Ridgefield for more information."

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

18.401.065 Trails.

A. Applicability. All PUD subdivisions shall comply with this standard.

B. General Standards.

1. Quantity. One foot of trail (as measured at the trail centerline) shall be provided for each three feet of the PUD's total outside perimeter. For example: A ten-acre PUD with an outside perimeter of two thousand six hundred forty feet is required to provide eight hundred eighty lineal feet of trails.
2. Design. ~~Trails may either be a Type 3 trail with a soft surface walking path, a Type 1 or Type 2 hard surfaced walking path, or a Type 1 hard surfaced multi-use trail. Refer to the Ridgefield Engineering Standards for Public Works Construction Volume I for the following design requirements: easement widths (section 2.06), trail surface widths (section 2.21), and surface construction requirements (section 2.33).~~ Trails shall be classified as either Multi-Modal Trails or Recreational Trails, based on their designed use and function. Multi-Modal Trails, which are primarily designed to support transportation and connectivity, are further defined as Arterial Trails and Collector Trails. Recreational Trails, which are intended to provide recreational experiences and outdoor access, are further defined as Hiking Trails or Semi-Primitive Trails.

All trail design and construction shall adhere to the Ridgefield Engineering Standards for Public Works Construction Volume III, which establishes specific requirements for trail classification and designed use, design tread width, design surface and surface material depth, design grade and cross slope, design clearing and shoulder widths, design turns and switchbacks, base material depth and compacted material depth, and trail-constructed features including but not limited to boardwalks, puncheons, waterbars, and other erosion control and accessibility structures. Compliance with these standards is required for all new trail construction and significant trail modifications within the City of Ridgefield.

3. Multi-use trail bonus. For the purpose of the quantity requirement under subsection (B)(1) of this section, each lineal foot of ~~trail classified as hard surfaced Type 1 multi-use trail~~ Multi-Modal, counts as two lineal feet, provided the trail meets all the standards of this section.
4. Location.
 - a. Trails should be located throughout the PUD subdivision to ensure connectivity within the PUD and to neighboring properties, parks, businesses, or other desirable features.
 - b. Trails are encouraged to use critical areas and woodlands where permitted by the standards of this title, and to provide recreational and aesthetic access to natural features like streams, ponds, and landscape views.
 - c. Trails are encouraged to be continuous and provide unobstructed access throughout and through the PUD without significant changes to trail classification where possible.
 - c. Standard sidewalks and roadways not meeting the requirements of subsection (2) above, including crosswalks, shall not be considered as part of a trail for the quantitative requirements of this section.
5. Fence and walls. Fences and walls abutting trail corridors should be designed to balance safety and visibility of trail users with privacy for residents in their rear yards. To accomplish this, the portion of any fences or walls within twenty feet of a trail and taller than five feet must be at least fifty percent transparent. Vegetative matter which functions as a fence has no height limit. Notes referencing this standard shall be included on the plat.

-
6. Separation and landscaping. Trails must be separated from rear property lines with landscaping that softens the appearance of fences or walls.

Figure 18.401.065-B
Trail examples.



Left: ~~Multi-use~~Multi-Modal Trailpathway. Right: Sidewalk-like trail between dwelling units.



Left: ~~Soft-surface-trail~~Recreational Trail. Right: ~~Multi-use-pathway~~Modal Trail integrated into a local street.

C. Connections.

1. PUD subdivisions with a planned public trail mapped in the Ridgefield Parks and Recreation Comprehensive Plan shall build the public trail. Required public trails count toward the trail quantity required in subsection (B) of this section.
2. To the extent practical, new trails shall connect to adjacent built and planned private trails in order to create a continuous and useable network of residential trails across the city.
3. Dead-end trails are prohibited, unless the end of the trail is at the edge of the subdivision and adjacent to another property that the Director determines is likely to be developed with trails in the future based on zoning and suitability of the adjacent site for development. This provision does not prohibit typical trail endpoints that lead to or from a street, park, viewpoint, water body, or similar points.

-
4. In addition to providing recreational benefits, trails shall facilitate convenient pedestrian connections (such as mid-block connections) and connect to parks and open spaces.

Figure 18.401.065-C
Trail network examples.



Left: Trail network through blocks and a natural area. Right: Variety of trails on hillsides, integrated into park spaces, and acting as frontage for homes. (Google Earth)

- D. Relation to Open Space Requirement. Required public and private trails may be integrated into parks that qualify as Main Facilities and Dispersed Facilities required under RDC 18.401.080.B.

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

18.610.040 Final short plat application.

- A. An applicant may file for a final short plat within five years of the date of approval of the preliminary short plat.
- B. An applicant for a final short plat shall submit to the city clerk the requisite fee and the following information:
 - 1. The final short plat map, including the following:
 - a. The entire lot or parcel constituting the applicant's land;
 - b. Short subdivision name (if any);
 - c. North arrow and scale;
 - d. The taxation parcel number or numbers as assigned to the land proposed to be divided by the Clark County assessor;
 - e. The names or recording numbers of any contiguous subdivisions or short subdivisions;
 - f. Lot corners and lines marking the division of the land into nine or fewer lots;
 - 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 roads, rights-of-way, or easements proposed to serve the lots within the short plat with a clear designation of their size, purpose and nature, as well as street names;
 - i. Tracts (if any) and the purpose of each;
 - j. The acknowledged signatures of all fee simple owners and other parties having interest in the lands being subdivided as enumerated in subsections (ii)(A) and (B) below, as well as the acknowledged signatures of all owners of property over which access or utility easements pass unless such easements are previously or simultaneously recorded by separate instrument in the county auditor's office, certifying the following:
 - i. In case of a short subdivision not containing a dedication:
 - (A) A full and correct legal description of the land to be divided as it appears on the short plat;
 - (B) A statement of free consent in substantially the following form, the reference to easements to be omitted where not applicable:

Know all men by these presents that: _____ are the fee simple owners of the land hereon described; have with their free consent and in accordance with their desires caused the same to be surveyed and short platted as shown hereon and do hereby grant and reserve the easements as shown hereon for the uses indicated hereon.

...
(Name)

...
(Name)

- ii. In the case of a short subdivision containing a dedication or easement:
 - (A) A full and correct legal description of the land to be divided as it appears on the short plat;
 - (B) A statement of free consent and waiver of claims for damages in substantially the following form:

DEDICATION AND WAIVER OF CLAIMS

Know all men by these presents that are the owners and all other parties having any interest in the land hereon described have with their free consent and in accordance with their desires caused the same to be surveyed and short platted as shown hereon do hereby dedicate those roads, rights-of-way or easements shown a public dedications hereon to the use of the public: do hereby waive on behalf of themselves and their successors in interest all claims for damages against the City of Ridgefield and any other governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said dedicated roads and/or rights-of-way and do hereby grant and reserve the easements as shown hereon for the uses indicated.

...

(Name)

...

(Name)

iii. If an offer of dedication includes, or is required to include, a waiver of direct access to any street from any property, the appropriate certificate shall additionally recite said waiver;

k. A certificate by a surveyor certifying to the accuracy of the survey and short plat in substantially the following form:

I, _____, Professional Land Surveyor, do hereby certify that the short plat as shown is based upon an actual survey in accordance with the requirements of the Survey Recording Act, that the distances, courses and angles are shown hereon correctly, and that the monuments and lot corners have been set on the ground as shown hereon.

(Surveyor's Signature, seal and number);

I. Signature blocks for the:

i. City engineer;

ii. Public works director;

iii. Community development director;

iv. Mayor;

v. Clark County Public Health

vi. County auditor; and

vii. County assessor.

(Ord. No. 1178, § 2(Exh. A), 2-12-2015)

18.620.120 Final plat requirements.

Each final plat submitted for approval shall be drawn at a scale of one inch equals one hundred feet or larger, shall be twenty-two inches by thirty-four inches or twenty-four inches by thirty-six inches in size, and shall contain the following information on the face of the plat or on additional sheets if approved by the administrator:

- A. Date, north arrow and scale;
- B. Name of subdivision;
- C. Accurate and complete legal description of the subdivision on the face of the final plat;
- D. A complete survey of the section or sections in which the plat or re-plat is located, or as much thereof as may be necessary to properly orient the plat within such section or sections. The plat and section survey shall be submitted with complete field and computation notes showing the original or reestablished corners with descriptions of the same and the actual traverse showing error of closure and method of balancing. A sketch showing all distances, angles and calculations required to determine corners and distances of the plat shall accompany this data. The allowable error of closure shall not exceed one foot in five thousand feet;
- E. Boundary lines of the subdivision of the proposed lots therein of the rights-of-way for any streets, highways, roads, easements or other uses and of dedications all to be indicated by accurate dimensions, bearing or deflection angles, and radii, arcs and central angles of all curves;
- F. Notation and description of any protective improvements or dedications required by the city council or otherwise provided for;
- G. Reference to any recorded subdivision or short subdivision adjoining the subdivision;
- H. Name and right-of-way width of each street or other right-of-way;
- I. Location, dimensions and purpose of any easements;
- J. Number to identify each lot and block;
- K. Purpose for which sites, other than residential lots, are dedicated or reserved;
- L. Certificate by the surveyor certifying to the accuracy of the survey and plat in substantially the following form:

I, _____, a Professional Land Surveyor, do hereby certify that the plat of _____ is based upon an actual survey and subdivision of Section _____, Township _____, Range _____; that the distances, courses, and angles are shown thereon correctly and that monuments and lot corners have been set on the ground as shown on the plat.

(Surveyor's Signature and Seal);

- M. Dedication by the owner of streets, rights-of-way, easements and any sites for private, semiprivate, or public use;
- N. The signature of the planning director, city engineer, or appointed representative acting on behalf of the city. Signature by the city representative shall certify that the subdivider has either:
 - 1. Completed all public and private improvements in accordance with these regulations and with the action of the city council, or
 - 2. Submitted a bond or other method of security, approved by the city engineer, that is sufficient to assure completion of required improvements, in accordance with the provisions of Section

18.620.070 and all approved plans. The city engineer may condition or deny the use of a bond or other security based on the following factors:

- a. The timeline for construction in light of the deadlines for the final plat and the applicant's progress toward the completion of the facilities to be bonded;
 - b. Whether the improvements necessary for vehicular access, emergency access, stormwater management, and general safety are available to meet the impacts of any permitted construction;
 - c. The potential consequences of any construction of homes or other development before the necessary public facilities are installed and approved;
 - d. The ability of the city to enter the property to construct the improvements; and
 - e. Any other factors that may affect public health and safety
- O. The signature of the administrator which shall certify that the final plat conforms with the conditions of approval for the preliminary plat of the subdivision;
- P. The signature of the representative acting on behalf of Clark County Public Health.
- P. A space for the signature of the mayor whose signature shall evidence the approval of the final plat by the city council.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1296, § 2(Exh. A), 10-10-2019)

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.
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 or designee concerning the effect of the proposed changes. The cost of review by the city attorney will be paid by the homeowners' association. The Community Development Director may approve minor changes when the changes do not have a significant effect on a city facility or city right;
 - 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.

Commented [CL1]: Planning Commission: Create safeguards by clarifying what types of changes do/do not need to be approved by Council.

(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; Ord. No. 1426, § 2(Exh.), 7-25-2024)

18.725.030 Types of landscaping.

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

Table 18.725.030-1
Screening and Buffering Standards

Screening and Buffering Type	Required Plant Units in Separation in Feet on Center (o/c)	Structure Description (See Table 18.725.040-1)
L1	trees @ 25' & lawn or groundcover	None
L2	trees @ 25' & shrubs @ 5' & lawn or groundcover	None
L3	trees @ 25' & dense shrubbery & lawn or groundcover	S1 or S2
L4	trees @ 25' & shrubs @ 5' & lawn or groundcover	B-1
L5	trees @ 25' understory trees @ 8' & lawn or groundcover	S2

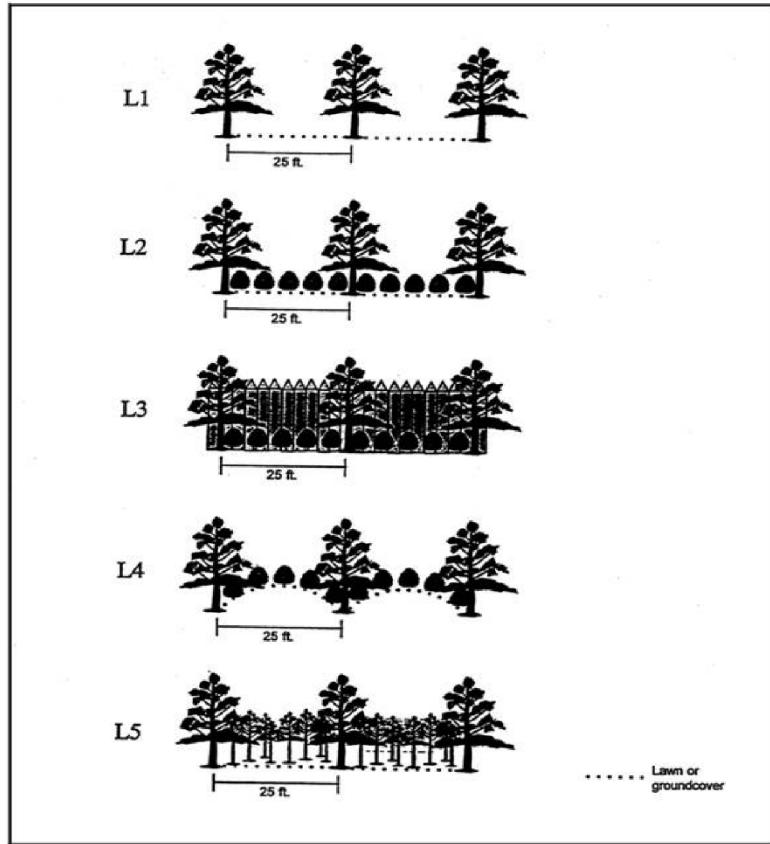


Figure 18.725.030-1

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

C. Development landscaping shall incorporate drought resistant species to support water conservation to the greatest extent possible.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1232, § 2(Exh. A), 4-27-2017; Ord. No. 1325, § 2(Exh. A), 9-24-2020)

Commented [CL1]: Planning Commission: Explicitly require native species in the new development standard.

18.830.020 Applicability.

- A. In any development application where ~~site plan landscaping~~ review under RDC 18.725 is required, the applicant shall landscape their property using plants on the native plant list or plants not on the nuisance or prohibited plant lists. Property owners shall avoid use of plants from the nuisance plant list and shall not landscape with any plants on the prohibited plant list.
- B. Where the city does not review a landscaping situation, the city discourages but does not prohibit property owners from making use of plants on either or both of the nuisance or prohibited plant list.

(Ord. 676 § 1 (part), 1995).

20.100.030 Applicability.

The enforcement provisions of Title 20 shall apply to the following substantive RMC chapters and titles and to such other sections of the Ridgefield Municipal Code making reference to this chapter:

RMC Chapter 8.04, Debris Removal

RMC Chapter 8.12, Garbage Collection

RMC Chapter 8.13, Collection of Recyclable Materials

RMC Chapter 12.12, Trees

RMC Chapter 12.15, Street Excavations

RMC Title 13, Public Utilities

~~RMC Chapter 13.15, Sewer Service~~

~~RMC Chapter 13.20, Water Service~~

~~RMC Chapter 13.50, Meters~~

~~RMC Chapter 13.55, Backflow Cross-Connection Regulations~~

~~RMC Chapter 13.80, Illicit Discharge~~

RMC Title 14 - Buildings and Construction

RMC Title 15 - Abatement of Public Nuisances

RMC Title 18 - Development Code

(Ord. No. 1416, § 2(Att.), 2-22-2024)

20.200.020 Enforcement provisions.

The city adopted the code pursuant to its police powers to protect the public's health, safety, and welfare. It shall be unlawful to violate the code. Whenever the city official determines that a violation has occurred or is occurring, the city official, in response to the seriousness and severity of the violation, may utilize one or a combination of the enforcement mechanisms in this section. The following enforcement mechanisms may be used instead of, or in addition to, the summary abatement procedures provided in RMC 20.200.080 and any other remedies available under law:

- A. Correction notice. The city official may issue a correction notice to the person responsible for a violation. The correction notice shall conform to the requirements in RMC 20.200.030. The correction notice shall not impose civil or criminal penalties, and the correction notice is not subject to appeal.
- B. Voluntary Correction Agreement. The city official may enter into a voluntary correction agreement with the person responsible for the violation where the person admits the violation and agrees to corrective action to abate the violation or to remediate or mitigate the impacts of the violation. The voluntary correction agreement must be in a form approved by the city attorney and contain:
 - 1. The name and address of the person responsible for the violation;
 - 2. The address of the violation, a description of the violation and the code provisions violated, and a waiver of the right to administratively appeal the violation, acknowledging that the conditions described exist and that they constitute a violation;
 - 3. A description of the corrective action to be taken and the time deadlines by which the actions must be completed;
 - 4. The amount of the civil penalty that will be imposed if the voluntary compliance agreement is not satisfied; and
 - 5. An acknowledgement and consent that if the voluntary compliance agreement is not satisfied that the city may, without further due process, enter the property and perform the abatement and assess the costs incurred in enforcement and abatement, which if not paid, may be charged as a lien against the property.
- C. Notice of civil penalty. The city official may issue a notice of civil penalty to the person responsible for a violation. The notice of civil penalty may require corrective action or actions and impose monetary penalties according to RMC 20.200.070.
 - 1. Required corrective action may include an order to vacate a building, structure or premises when vacation is necessary in the interest of health, safety and welfare.
 - 2. The city may abate a violation in accordance with applicable law, if required corrective action is not commenced or is not completed within the time specified in the notice of civil penalty.
 - 3. Non-compliance with the corrective action noted in the notice of civil penalty constitutes a second or subsequent violation and may result in the issuance of an additional notice of civil penalty or the assessment of cumulative monetary penalties.
 - 4. It may be a separate offense for each and every day or portion thereof during which any violation is committed.
- D. Order to revoke permit. The city official may issue an order to revoke a permit. An order to revoke a permit may be appropriate if the permittee is not complying with the terms of the permit or approved plans; or if the permit is issued in error; or if a permit is issued based upon incorrect information; or if the work is, in the city official's judgment, adversely effecting or about to adversely affect adjacent

property or rights-of-way, a drainageway, watercourse, critical area or stormwater facility, or city water system; or if the issuance of the permit is a hazard to the public health, safety, or welfare; or if a permit is contrary to law.

- E. Judicial abatement. Whenever the person responsible for the violation has failed to perform the abatement required by an unappealed notice of civil penalty, a voluntary correction agreement, or a final order of the hearing examiner, the city may abate any conditions that continue to be a violation and may assess the costs incurred in enforcement and abatement, which if not paid, may be charged as a lien against the property. Abatement on private property shall be with the consent of the owner or occupier of the property or pursuant to a judicial abatement order, unless an imminent threat requires summary abatement.
- F. Summary abatement. Whenever any violation of the RMC poses an imminent threat to the health, safety, or welfare of persons or property, or to the environment, the city official may immediately order that the violation be abated in conformance with the requirements contained in RMC 20.200.080.
- G. Injunctive Relief. When the code enforcement officer finds that any person, firm or corporation has violated and continues to violate or threaten to violate any provision of the municipal code or any chapter thereof or order issued under the municipal code by the code enforcement officer, then the city, through the city attorney, may petition to the appropriate court with jurisdiction for the issuance of a temporary or permanent injunction or restraining order as is deemed appropriate which restrains the continued violation of any provision of this code or compels the specific performance as required or such other requirement imposed by the municipal code on the activities of the violator. A petition for injunctive relief shall not be a bar against or a prerequisite for taking any other action against the violator.
- H. Criminal prosecution. The city official may refer a violation to the prosecutor for criminal prosecution.
1. As specified in this subsection, a violation of the code may be classified as a misdemeanor:

RMC Chapter	Criminal Classification
RMC Chapter 8.04 - Debris Removal	Misdemeanor
RMC Chapter 8.12 - Garbage Collection	Misdemeanor
RMC Chapter 8.13 - Collection of Recyclable Materials	Misdemeanor
RMC Chapter 12.12 - Trees	Misdemeanor
RMC Chapter 12.15 - Street Excavations	Misdemeanor
RMC Chapter 13.15 - Sewer Service	Misdemeanor
RMC Chapter 13.20 - Water Service	Misdemeanor
RMC Chapter 13.50 - Meters	Misdemeanor
RMC Chapter 13.55 - Backflow Cross-Connection Regulations	Misdemeanor
RMC Chapter 13.80 - Illicit Discharge	Misdemeanor
Title 13 - Public Utilities	Misdemeanor
Title 14 - Buildings and Construction	Misdemeanor
Title 15 - Abatement of Public Nuisances	Misdemeanor
Title 18 - Development Code	Misdemeanor

2. It may be a separate offense for each and every day or portion thereof during which any violation is committed.

-
3. The city official shall refer a violation to the prosecutor for criminal prosecution only after the city official first attempts to achieve compliance through the issuance of a correction notice or notice of civil penalty or order to revoke permit. Provided that, the city official may refer a violation to the prosecutor for criminal prosecution, without attempting to achieve compliance through civil enforcement options, under the following circumstances:
 - a. When a repeat violation occurs; or
 - b. When the person acted with malicious intent, reckless indifference to the law or knew or reasonably should have known that the condition, act, failure to act or omission that prompted enforcement is in violation of the code; or
 - c. When the city official and city attorney determine a notice of civil penalty or order to revoke permit will not be effective or timely.
 4. The procedures contained in RMC 20.200.020(E) shall not apply to members of the Ridgefield Police Department who possess law enforcement authority to issue criminal citations.
- H. Judicial relief. Nothing in this title shall prevent the city from filing a complaint or petition in a court of competent jurisdiction to seek any relief authorized by law before first seeking compliance through civil enforcement options when civil or administrative enforcement options or criminal prosecution would not prove timely or effective.

(Ord. No. 1416, § 2(Att.), 2-22-2024)

20.200.060 Service of notice of civil penalty and order to revoke permit.

- A. Service. The city official shall cause the notice of civil penalty or order to revoke a permit to be served upon the person to whom it is directed, either personally, by mailing a copy of it to the person's last known address, or by conspicuously affixing or posting it on the building, structure, premises, personal property, or land upon or within which the violation has occurred or is occurring. If cumulative penalties are sought, service by posting may only be done if the person to whom the notice of civil penalty or order to revoke permit is directed cannot be personally served within Clark County and if an address for mailed service cannot be ascertained by reference to public records.
 - 1. If the person(s) responsible for the violation(s) is the owner of real property, but does not live at the site of the violation, and if the personal address of the owner is unknown, the city official may serve the notice of civil penalty by mailing it to the billing address for the subject property that is on file in the Clark County Assessor's Office.
 - 2. An order to revoke a permit may be served upon the person to whom it is directed by email provided that a copy of the order is subsequently mailed to the person's last known address.
- B. Additional persons to be served. If known or disclosed from the county assessor's office, one copy of the notice of civil penalty or order to revoke permit may be served on the holder of any mortgage or deed of trust or other lien or encumbrance of record or any lease of record or the holder of any other estate or legal interest of record in any building, structure, land, personal property or premises on which a violation has occurred or is occurring.
- C. Failure to effect service. The failure of the city official to effect service on any person required or permitted to be served according to RMC 20.200.060(B) shall not invalidate any proceeding under this title as to any other person duly served or relieve any such person from any duty or obligation imposed by this title.
- D. Service requirements for nuisance vehicles. A notice of civil penalty concerning a nuisance vehicle must be served upon:
 - 1. The nuisance vehicle's last registered and legal owner of record, unless the nuisance vehicle is in such a condition that identification numbers are not available to determine ownership; and
 - 2. The property owner of record upon which the nuisance vehicle is located.
 - 3. The notice shall include notice of the city's intent to dispose of the nuisance vehicle if the vehicle remains unclaimed for more than fifteen days from notice, or conclusion of an appeal, if any, and that costs of removal may be assessed against the vehicle owner or property owner. If the notice is not appealed, the city may direct the Ridgefield Police Department to dispose of the nuisance vehicle, giving notice to the Washington State Patrol and the Washington Department of Licensing as required by law.
- E. Service by posting. If the person to whom the notice of civil penalty or order to revoke permit is directed is served by posting it shall be treated in the same manner as service by mailing.
- F. Proof of service. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting service, declaring the time and date of service, and the manner by which service was made. Additionally, if served by posting and cumulative penalties are sought, the declaration shall include, the facts showing the efforts used in attempting to serve the person personally or by mail.

(Ord. No. 1416, § 2(Att.), 2-22-2024)

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.
- 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;
 - 6. A current photograph of the dog.
- F. Persons who obtain licenses for ~~less than four~~ three or fewer dogs shall obtain individual licenses. Persons who obtain licenses for ~~five~~ four 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; Ord. No. 1426, § 2(Exh.), 7-25-2024)