



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, September 28, 2017
Ridgefield Community Center
210 N. Main, Ridgefield, WA 98642**

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

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

II. PUBLIC COMMENT

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

III. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from September 14, 2017 Meeting**

IV. PRESENTATION

- 1. Pioneer North Concept Plan - Jeff Niten, Community Development Director**

V. BUSINESS

- 1. Second Reading of Ordinance No. 1244 –Amendment to Ridgefield Municipal Code Chapter 10.12 (Parking)-John Brooks, Police Chief**
- 2. Motion - Approval of Quail Hill Final Plat - Jeff Niten, Community Development Director**

VI. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance No. 1241 – Heritage Trees-Jeff Niten, Community Development Director**

VII. PUBLIC COMMENT

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

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

IX. FROM THE COUNCIL

X. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: September 28, 2017
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

RECOMMENDED ACTION OR MOTION:

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

“I move to approve the consent agenda as presented”

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS: September 28 2017 Claims Report (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: September 28, 2017

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Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ACCURATE AUTOMOTIVE	9	4244	Public Safety	PD Vehicle Maint. - "08 Crown Victoria	1,496.45
ACCURATE AUTOMOTIVE Total					1,496.45
ARAMARK UNIFORM SERVICES	32	863079647	Genl Govt/Facilities	PW Uniforms/Floor Mats	2.00
			Public Works	PW Uniforms/Floor Mats	44.53
			Community Development	PW Uniforms/Floor Mats	0.70
		863079646	Genl Govt/Facilities	Floor Mats - City Hall/PD/CDD	7.09
			Public Safety	Floor Mats - City Hall/PD/CDD	4.47
			Public Works	Floor Mats - City Hall/PD/CDD	3.91
			Community Development	Floor Mats - City Hall/PD/CDD	3.92
			ARAMARK UNIFORM SERVICES Total		
ARTSCAPE LLC	2890	901	Public Works	Down Payment for Refuge Memorial Sculpture	9,000.00
ARTSCAPE LLC Total					9,000.00
ASSOCIATED CONSULTANTS INC.	1030	17-152-03	Community Development	Structural Plan Review - COM-17-0012	2,805.00
		17-235-01	Community Development	Structural Plan Review - COM-17-0030 to 0033	1,870.00
		17-132-02	Community Development	Structural Plan Review - COM-17-0007	297.50
		17-223-01	Community Development	Structural Plan Review - COM-17-0034	3,102.50
ASSOCIATED CONSULTANTS INC. Total					8,075.00
BERGERABAM	1708	319961	Public Works	Gee Creek Trail Master Plan	4,019.03
BERGERABAM Total					4,019.03
BLAIRCO INC	1493	17-88213	Community Development	HVAC Maintenance - CDD	248.24
		17-88212	Genl Govt/Facilities	HVAC Maintenance - City Hall	237.40
		17-88214	Public Safety	HVAC Maintenance - PD	202.98
BLAIRCO INC Total					688.62
BLUE HERON FLORAL	2896	28	Genl Govt/Facilities	Farm to Table Flowers	130.08
BLUE HERON FLORAL Total					130.08
BLUEFIN PAYMENT SYSTEMS	2827	2827-201709-01	Public Works	E-Pay Processing Fees - August 2017	661.05
BLUEFIN PAYMENT SYSTEMS Total					661.05
BRENDA HOWELL	2875	2875-201709-01	Genl Govt/Facilities	Employee Reimbursement - Howell - Ferry Fee	0.66
			Public Works	Employee Reimbursement - Howell - Ferry Fee	9.24
			Community Development	Employee Reimbursement - Howell - Ferry Fee	3.30
BRENDA HOWELL Total					13.20
CARASOFT	2500	IN487634	Community Development	Project Management Implementation	9,450.00
CARASOFT Total					9,450.00
CITY OF BATTLE GROUND	92	938	Judicial	Court Costs - August 2017	10,831.66
CITY OF BATTLE GROUND Total					10,831.66
CLARK COUNTY	102	220004844	Judicial	Supervisions & Pretrials - August 2017	537.32
		170010523	Public Safety	Range Rental - August 2017	200.00
		180024502	Community Development	Annual GIS Partnership Fee	3,507.00
CLARK COUNTY Total					4,244.32
CLARK COUNTY AUDITOR	109	E5442660	Public Works	E-Recording Fees - Dog Park Land Agreement	100.84
CLARK COUNTY AUDITOR Total					100.84
CLARK COUNTY TREASURERS OFFICE	554	SIF201708-01	Genl Govt/Facilities	School Impact Fees	40,626.15
CLARK COUNTY TREASURERS OFFICE Total					40,626.15

Attachment: September 28 2017 Claims Report (Approval of Claims And/Or Payroll)

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CLARK PUBLIC UTILITIES	110	110-201709-20	Genl Govt/Facilities	707 Abrams Park Rd - Electricity	90.11
		110-201709-14	Public Works	Pioneer St. & Gee Creek Loop - Electricity	27.32
		110-201709-17	Public Works	Overlook Park - Electricity	51.31
		110-201709-19	Public Works	911 N 65th Ave Intertie 2 - Water	93.75
		110-201709-16	Public Works	1504 NW Intertie 3 - Water	777.55
		110-201709-13	Public Works	2300 N 3rd Way Bellwood Trail Lights	30.82
		110-201709-12	Public Works	800 NE 264 St Intertie 1 - Water	6,402.16
		110-201709-15	Public Works	512 N Allen Dr - Electricity	26.91
		110-201709-18	Public Works	3701 N 3rd Cir - Electricity	26.98
CLARK PUBLIC UTILITIES Total					7,526.91
CLARK REGIONAL WASTEWATER DISTRICT	741	0741-201709-02	Public Works	301 N 3rd Ave CDD - Sewer	26.76
			Community Development	301 N 3rd Ave CDD - Sewer	21.03
		0741-201709-04	Public Works	Abrams Park Restrooms - Sewer	75.98
		0741-201709-03	Public Works	Abrams Park Former Mgr House - Sewer	47.79
		0741-201709-05	Genl Govt/Facilities	230 Pioneer St City Hall - Sewer	135.41
		0741-201709-01	Public Works	109 W Division WWTP - Sewer	247.53
		0741-201709-08	Public Safety	116 N Main Ave PD - Sewer	47.79
		0741-201709-06	Public Works	Abrams Park Kitchen - Sewer	44.11
		0741-201709-07	Public Works	255 S 56th Pl Well & Reservoir - Sewer	61.27
CLARK REGIONAL WASTEWATER DISTRICT Total					707.67
COLUMBIA RESOURCE COMPANY	114	17031	Genl Govt/Facilities	Debris Disposal-Storm/F2T/S 56th Roof	23.25
			Public Works	Debris Disposal-Storm/F2T/S 56th Roof	93.46
COLUMBIA RESOURCE COMPANY Total					116.71
COLUMBIA WEST ENGINEERING INC.	1446	16046-2	Public Works	RORC Engineering Services	2,051.25
COLUMBIA WEST ENGINEERING INC. Total					2,051.25
COMCAST	2271	2271-2017093018	Genl Govt/Facilities	CDD Communications	1.90
			Public Works	CDD Communications	30.54
			Community Development	CDD Communications	34.55
		2271-201709-210	Genl Govt/Facilities	Community Center WiFi	270.19
		2271-201709-230	Genl Govt/Facilities	City Hall Communications	259.89
COMCAST Total					597.07
COMCAST BUSINESS	1666	1666-201709-109	Public Works	WWTP Communications	296.40
		56897171	Genl Govt/Facilities	City Hall Communications	363.34
		1666-201709-116	Public Safety	PD Communications	289.72
COMCAST BUSINESS Total					949.46
COMDATA NETWORK INC.	1101	20276517	Genl Govt/Facilities	PW & CDD Fuel - XN173	61.31
			Public Works	PW & CDD Fuel - XN173	1,108.92
			Community Development	PW & CDD Fuel - XN173	385.60
		20276519	Public Safety	PD Fuel - XN795	1,058.32
COMDATA NETWORK INC. Total					2,614.15
COMPULINK MANAGEMENT CENTER INC.	2648	20170914PS	Genl Govt/Facilities	Finance/CDD/Admin - Professional Service Work	776.49
			Public Works	Finance/CDD/Admin - Professional Service Work	1,283.89
			Community Development	Finance/CDD/Admin - Professional Service Work	2,451.62
COMPULINK MANAGEMENT CENTER INC. Total					4,512.00
DAN'S TRACTOR	134	964591	Public Works	ZD1211-60 Mower and ZD3166 Mulch Kit	14,416.12
DAN'S TRACTOR Total					14,416.12
DARLA COLBERT	2894	2894-201709-01	Genl Govt/Facilities	Park Refundable Deposit	100.00

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DARLA COLBERT Total					100.00
DEPARTMENT OF LICENSING	154	RG0000202-2017	Genl Govt/Facilities	CPL Fees = Alsemaan	18.00
		0154-201709-02	Genl Govt/Facilities	Notary Public Application - Blake	2.40
			Public Works	Notary Public Application - Blake	23.10
			Community Development	Notary Public Application - Blake	4.50
		0154-201709-01	Public Works	Notary Public Application - DeShiell	28.50
			Finance	Notary Public Application - DeShiell	1.50
		RG0000201-2017	Genl Govt/Facilities	CPL Renewal - Jones	18.00
		0154-201709-04	Public Safety	Notary Public Application - Hoots	30.00
		RG0000203-2017	Genl Govt/Facilities	CPL Fees - Shew	18.00
		0154-201709-03	Administration	Notary Public Name Change - Ferriss	15.00
DEPARTMENT OF LICENSING Total					159.00
DEPARTMENT OF NATURAL RESOURCES	715	9121767	Genl Govt/Facilities	Forest Land Assessment	17.40
DEPARTMENT OF NATURAL RESOURCES Total					17.40
DICK'S TIRE FACTORY	158	D71687	Public Safety	PD Vehicle Maintenance - 2016 Explorer	17.50
		D72047	Public Safety	PD Vehicle Maint - '13 Explorer	37.71
DICK'S TIRE FACTORY Total					55.21
DR HORTON INC.	1157	ENG-17-0061	Genl Govt/Facilities	Refund for Overpayment on Permit #ENG-17-0061	120.00
DR HORTON INC. Total					120.00
E2 LAND USE PLANNING SERVICES LLC	485	0485-201709-01	Public Works	Planning Consultant Services - August 2017	672.00
			Community Development	Planning Consultant Services - August 2017	3,908.22
E2 LAND USE PLANNING SERVICES LLC Total					4,580.22
ELCOR INC	2081	MSP-9954	Public Safety	Information Technology Services August 2017	1,572.83
			Public Works	Information Technology Services August 2017	1,471.27
			Community Development	Information Technology Services August 2017	1,097.94
			Information Technology	Information Technology Services August 2017	2,673.58
		10004	Public Works	WWTP Wireless Access Point	167.76
ELCOR INC Total					6,983.38
FORD HALL COMPANY INC.	2823	4123	Genl Govt/Facilities	Replacement Brushes for Algae Sweeps-Clarifier 1&2	(46.09)
			Public Works	Replacement Brushes for Algae Sweeps-Clarifier 1&2	594.76
FORD HALL COMPANY INC. Total					548.67
GRAY AND OSBORNE INC	207	16250.00 - 2	Community Development	Final Plat - Cedar Creek Subdivision	661.71
		17269.00 - 1	Community Development	Eng. Review - Hillhurst Highlands	1,404.82
		17277.00 - 1	Community Development	Eng. Review - Village at Canyon Ridge PUD	322.00
		17242.00-4	Public Works	Northridge Drive Water Main Replacement Project	2,437.98
		17268.00 - 1	Community Development	Eng. Review - Cloverhill Phase 5	2,130.03
GRAY AND OSBORNE INC Total					6,956.54
H.D. FOWLER COMPANY	2036	I4624737	Public Works	Water Meters/Water Supplies	749.61
H.D. FOWLER COMPANY Total					749.61
HAMPTON AUTO GLASS INC.	906	I1041487	Public Safety	PD Vehicle Maintenance	510.68
HAMPTON AUTO GLASS INC. Total					510.68
HARRY'S LAWN AND POWER EQUIPMENT	214	125362	Public Works	HL Hedge Trimmer	456.05
HARRY'S LAWN AND POWER EQUIPMENT Total					456.05
HERB N' ROOTS CATERING CO.	2528	2528-201709-01	Human Resources	2017 Employee Picnic Catering	588.00
HERB N' ROOTS CATERING CO. Total					588.00
HOME DEPOT CREDIT CARD SERVICES	1805	2070300	Genl Govt/Facilities	707 Abrams Park Rd Rental Supplies	86.46
HOME DEPOT CREDIT CARD SERVICES Total					86.46

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INSTANT IMPRINTS CASCADE PARK	2371	9857	Human Resources	Employee Appreciation Logowear/1 Council Shirt	2,661.35
			Council	Employee Appreciation Logowear/1 Council Shirt	42.94
INSTANT IMPRINTS CASCADE PARK Total					2,704.29
INTERMEDIA.NET INC	2187	1709073319	Information Technology	Voice Service Charges - August 2017	79.65
INTERMEDIA.NET INC Total					79.65
IPMA-HR	1345	INV30860-H2J3V5	Human Resources	IPMA-HR Membership 12/17-11/18	149.00
IPMA-HR Total					149.00
JUSTIN SHEEHY	2895	2895-1	Genl Govt/Facilities	Music for 2017 Wine & Chocolate 1st Sat	500.00
JUSTIN SHEEHY Total					500.00
K&B SOLUTIONS LLC	2719	1770	Genl Govt/Facilities	Promo Items - Glow Bracelets	(47.62)
			Public Safety	Promo Items - Glow Bracelets	614.47
K&B SOLUTIONS LLC Total					566.85
L.N. CURTIS AND SONS	2828	INV122908	Public Safety	PD Uniforms - Black Sling	173.44
L.N. CURTIS AND SONS Total					173.44
LAKESIDE INDUSTRIES	264	25366	Public Works	Commercial Mix Asphalt	381.83
LAKESIDE INDUSTRIES Total					381.83
LISA BLAKE	2297	2297-201709-01	Genl Govt/Facilities	Employee Reimbursement - Blake - Ferry Fee	1.32
			Public Works	Employee Reimbursement - Blake - Ferry Fee	9.90
			Community Development	Employee Reimbursement - Blake - Ferry Fee	1.98
LISA BLAKE Total					13.20
MACKAY AND SPOSITO INC.	899	32733	Public Works	Gee Creek Trail North Seg. Preliminary Assessment	624.38
		32771	Public Works	Gee Creek Trail - Work through 8/26/17	3,030.00
MACKAY AND SPOSITO INC. Total					3,654.38
MELISA WELLS	2898	PLM-17-0054	Genl Govt/Facilities	(blank)	50.00
MELISA WELLS Total					50.00
MICHAEL GREEN CONSTRUCTION INC	2715	4292	Public Works	Tax on Material Used at Sargent St. Storm Project	1,755.65
MICHAEL GREEN CONSTRUCTION INC Total					1,755.65
NAPA AUTO PARTS	498	5584	Genl Govt/Facilities	PW FTE - Backhoe Repair	4.68
			Public Works	PW FTE - Backhoe Repair	75.48
			Community Development	PW FTE - Backhoe Repair	2.60
		4333	Genl Govt/Facilities	PW Shop Supplies	1.68
			Public Works	PW Shop Supplies	27.03
				Chipper Maint	48.20
			Community Development	PW Shop Supplies	0.93
		5449	Genl Govt/Facilities	Vehicle Maint - Eli's Truck	16.68
			Public Works	Vehicle Maint - Eli's Truck	150.09
		5866	Public Works	Stormwater Vehicle Maintenance	196.55
NAPA AUTO PARTS Total					523.92
NORTHWEST STAFFING	522	4080452	Public Works	Temp Services - Lopez - Week Ending 9/10/17	839.55
NORTHWEST STAFFING Total					839.55
NW CONSTRUCTION INC.	2900	5TH AVE-1	Public Works	5th Avenue Improvements	26,976.70
NW CONSTRUCTION INC. Total					26,976.70
NW OCCUPATIONAL MEDICAL CENTER	794	42276	Genl Govt/Facilities	DOT Exams-Crockford/Krebs	9.00
			Public Works	DOT Exams-Crockford/Krebs	141.00
NW OCCUPATIONAL MEDICAL CENTER Total					150.00
OTAK INC.	1787	91700106	Public Works	Ridgefield Stormwater Master Plan Update	10,088.50
OTAK INC. Total					10,088.50

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PCI WASTE AND RECYCLING EQUIPMENT	2790	1135	Genl Govt/Facilities	Equipment Maintenance	18.56
			Public Works	Equipment Maintenance	204.63
			Community Development	Equipment Maintenance	10.31
PCI WASTE AND RECYCLING EQUIPMENT Total					233.50
POSTMASTER	348	0348-201709-02	Public Safety	Post Office Box #546 - Annual Fee	94.00
POSTMASTER Total					94.00
PURCHASE POWER	356	0356-201709-02	Genl Govt/Facilities	Postage	500.00
PURCHASE POWER Total					500.00
REFUGE CUSTOM PAINTING	1607	241481	Public Safety	PD Vehicle Maint - '08 Crown Victoria	262.97
REFUGE CUSTOM PAINTING Total					262.97
RIDGEFIELD HARDWARE	376	376-201709-01	Genl Govt/Facilities	Operational Supplies - 707 Abrams Rental House	1.95
				Operational Supplies - Vehicle Maint	0.12
				Operational Supplies - Events	79.44
				Operational Supplies - General	12.20
			Public Safety	Operational Supplies - PD	38.83
			Public Works	Operational Supplies - Cemetery	0.98
				Operational Supplies - Vehicle Maint	1.83
				Operational Supplies - Water	124.00
				Operational Supplies - WWTP	84.20
				Operational Supplies - Parks	161.83
				Operational Supplies - Storm	28.95
				Operational Supplies - Streets	166.90
			Community Development	Operational Supplies - CDD	18.83
RIDGEFIELD HARDWARE Total					720.06
ROSEMARY COWAN	2899	2899-201709-01	Genl Govt/Facilities	Park Refundable Deposit	50.00
ROSEMARY COWAN Total					50.00
SHERWIN-WILLIAMS PAINT STORE	2856	8596-3	Public Works	WWTP Paint	600.75
SHERWIN-WILLIAMS PAINT STORE Total					600.75
SHRED-IT US JV LLC	2274	8123059922	Public Safety	PD Shredding	33.28
		8123059923	Genl Govt/Facilities	Secure Shredding Services	0.88
			Public Works	Secure Shredding Services	14.23
			Community Development	Secure Shredding Services	16.09
		8123059921	Genl Govt/Facilities	Secure Shredding-City Hall/Finance Archive Boxes	430.80
SHRED-IT US JV LLC Total					495.28
SMARSH	2550	INV00272927	Information Technology	Email/Social Media Archiving - Aug 2017	189.20
SMARSH Total					189.20
SOUND UNIFORM SOLUTIONS	2893	201708B183	Public Safety	PD Uniforms - Bone/Wattson/Turkov	1,554.46
SOUND UNIFORM SOLUTIONS Total					1,554.46
STATE OF WASHINGTON DEPARTMENT OF REVENUE	156	21566009	Genl Govt/Facilities	August 2017 - B&O and Excise Tax	1,502.73
			Public Works	August 2017 - B&O and Excise Tax	3,085.83
STATE OF WASHINGTON DEPARTMENT OF REVENUE Total					4,588.56
STERICYCLE	2504	3003972026	Public Safety	Hazardous Waste Disposal	10.36
STERICYCLE Total					10.36
SUPERIOR PRESS INC.	1742	3578509	Genl Govt/Facilities	Deposit Slips	(0.60)
			Finance	Deposit Slips	95.46
SUPERIOR PRESS INC. Total					94.86
TAD ARENDS	690	0690-201709-01	Genl Govt/Facilities	Reimbursement - CDL License Renewal-Arends	15.30

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TAD ARENDS	690	0690-201709-01	Public Works	Reimbursement - CDL License Renewal-Arends	86.70
TAD ARENDS Total					102.00
THE MASTERS TOUCH LLC	1786	P53344	Public Works	Postage - August 2017 Utility Statements	984.38
		53344	Public Works	Utility Statements - August 2017	1,425.66
THE MASTERS TOUCH LLC Total					2,410.04
THE PARR COMPANY	964	26379083	Public Works	S. 56th Water - New Roof	15.60
		26380454	Public Works	Trails Supplies	152.04
		26380119	Public Works	Trails Maintenance	22.33
		26380654	Public Works	Parks Supplies	10.07
		26380653	Public Works	Trails Supplies	20.25
		26380561	Public Works	Trails Supplies	28.18
		26380303	Public Works	Trails Maintenance	978.92
		26379874	Public Works	Trails Supplies	37.15
THE PARR COMPANY Total					1,264.54
THE PIN CENTER	2748	917030	Genl Govt/Facilities	Logo Lapel Pins	409.50
THE PIN CENTER Total					409.50
TRACY BLEHM	809	0809201709-01	Human Resources	Meal Per-diem - NHRMA Conf - Blehm	101.00
TRACY BLEHM Total					101.00
TRAFFIC SAFETY SUPPLY	432	133692	Genl Govt/Facilities	Streets Supplies	(109.36)
			Public Works	Streets Supplies	1,411.21
TRAFFIC SAFETY SUPPLY Total					1,301.85
US BANK	2237	2237-201709-01	Finance	Custody Charges - August 2017	28.00
US BANK Total					28.00
VERIZON WIRELESS	452	9791816764	Genl Govt/Facilities	PW Director iPad	4.49
				PW Cell Phones & 2 iPads	38.91
				Julie iPad	29.95
			Public Safety	PD Chief iPad	29.98
				PD Cell Phones	892.05
			Public Works	PW Director iPad	23.96
				PW Cell Phones & 2 iPads	935.15
			Community Development	CDD Director iPad	29.97
				PW Director iPad	1.49
				PW Cell Phones & 2 iPads	177.18
				CDD Cell Phones	175.05
			Executive	City Manager iPad	29.98
			Council	Council iPads	496.86
			Finance	Finance Director iPad	29.98
			Administration	Deputy City Manager iPad	29.97
VERIZON WIRELESS Total					2,924.97
WA STATE TREASURER'S OFFICE	642	118001355	Genl Govt/Facilities	CPL Background Checks	48.00
WA STATE TREASURER'S OFFICE Total					48.00
WASHINGTON CITIES	732	13999	Genl Govt/Facilities	Notary Bonds - Deshiell & Blake	3.20
			Public Works	Notary Bonds - Deshiell & Blake	68.80
			Community Development	Notary Bonds - Deshiell & Blake	6.00
			Finance	Notary Bonds - Deshiell & Blake	2.00
WASHINGTON CITIES Total					80.00
WELLS FARGO	1681	201709-1889	Executive	August2017 Visa Stmt-Stuart Country Caf��	35.43

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WELLS FARGO	1681	201709-1889	Executive	August2017 Visa Stmt-Stuart Sportsmans Steakhouse	84.34
				August2017 Visa Stmt-Stuart Billygans Roadhouse	16.85
				August2017 Visa Stmt-Stuart TST Longhouse	35.08
				August2017 Visa Stmt-Stuart End of the Road Grill	16.84
				August2017 Visa Stmt-Stuart Starbucks	5.37
				August2017 Visa Stmt-Stuart Adobe Acrobat Pro	16.25
				August2017 Visa Stmt-Stuart The Davenport Grand Hotel	292.56
		201709-1117	Genl Govt/Facilities	August2017 Visa Stmt-Blehm Exteded Stay	23.56
				August2017 Visa Stmt-Blehm MRSC	13.50
				August2017 Visa Stmt-Blehm-F2T Oregon Flower Growers	98.50
				August2017 Visa Stmt-Blehm-F2T Frank Adams Wholesale	505.63
				August2017 Visa Stmt-Blehm-F2T Webers Wholesale Market	116.00
			Public Safety	August2017 Visa Stmt-Blehm Hampton Inn	100.28
			Public Works	August2017 Visa Stmt-Blehm Exteded Stay	227.79
				August2017 Visa Stmt-Blehm MRSC	130.50
			Community Development	August2017 Visa Stmt-Blehm Exteded Stay	62.83
				August2017 Visa Stmt-Blehm MRSC	36.00
			Human Resources	August2017 Visa Stmt-Blehm Paypal *WashingtonA	200.00
				August2017 Visa Stmt-Blehm Action Registration	250.00
				August2017 Visa Stmt-Blehm Fred Meyer	113.59
				August2017 Visa Stmt-Blehm-Costco	191.82
			Administration	August2017 Visa Stmt-Blehm Lava Java	30.41
				August2017 Visa Stmt-Blehm Staples Direct	75.87
		201709-2960	Genl Govt/Facilities	August2017 Visa Stmt-Johnson Costco.com	195.86
				August2017 Visa Stmt-Johnson-F2T- Buckets	780.48
			Public Works	August2017 Visa Stmt-Johnson Costco.com	101.07
			Community Development	August2017 Visa Stmt-Johnson Costco.com	50.62
			Finance	August2017 Visa Stmt-Johnson Government Finance	199.00
		201709-5494	Genl Govt/Facilities	August2017 Visa Stmt-Kipp-F2T Custom Ink	285.46
				August2017 Visa Stmt-Kipp-Tuesdays in Park Ridgefield Pioneer Ma	18.74
				August2017 Visa Stmt-Kipp-1st Sat Fred Meyer	35.94
				August2017 Visa Stmt-Kipp-F2T Amazon.com	170.86
				August2017 Visa Stmt-Kipp-F2T www.CheapFavorShop.com	234.10
				August2017 Visa Stmt-Kipp-NNO Ridgefield Pioneer Marketplace	36.98
				August2017 Visa Stmt-Kipp-Tuesdays in Park Ridgefield Floral	9.76
				August2017 Visa Stmt-Kipp Safeway	9.28
				August2017 Visa Stmt-Kipp-1st Sat Alder Creek Kayak	50.95
				August2017 Visa Stmt-Kipp-Tuesdays in Park Dollar Tree	8.67
				August2017 Visa Stmt-Kipp-Tuesdays in Park Fred Meyer	64.40
				August2017 Visa Stmt-Kipp 7-Eleven	106.96
				August2017 Visa Stmt-Kipp-1st Sat Dollar Tree	5.42
				August2017 Visa Stmt-Kipp-F2T Ridgefield Floral	38.48
				August2017 Visa Stmt-Kipp F2T Custom Ink	(22.12)
				August2017 Visa Stmt-Kipp-1st Sat Ridgefield Pioneer Marketplace	3.93
			Community Development	August2017 Visa Stmt-Kipp-NNO Signs & More	257.56
			Human Resources	August2017 Visa Stmt-Kipp Amazon.com	116.49
				August2017 Visa Stmt-Kipp Bodywork Devine	50.00

Attachment: September 28 2017 Claims Report (Approval of Claims And/OR Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: September 28, 2017

3.1.a

WELLS FARGO	1681	201709-4056	Genl Govt/Facilities	August2017 Visa Stmt-Basarab Starliner	8.65
				August2017 Visa Stmt-Basarab-F2T Costco	116.60
				August2017 Visa Stmt-Basarab-F2T Jo-Ann Store	32.76
				August2017 Visa Stmt-Basarab Amazon Marketplace	10.91
				August2017 Visa Stmt-Basarab-F2T Walmart	87.03
				August2017 Visa Stmt-Basarab-NNO Ridgefield Floral	66.34
				August2017 Visa Stmt-Basarab-F2T Craft Warehouse	243.44
				August2017 Visa Stmt-Basarab Ridgefield Pioneer Marketplace	4.33
				August2017 Visa Stmt-Basarab-F2T Chucks Produce	59.64
				August2017 Visa Stmt-Basarab Wreath Source	(12.60)
				August2017 Visa Stmt-Basarab-F2T Amazon Marketplace	41.97
				August2017 Visa Stmt-Basarab-1st Sat Restaurant Depot	348.04
				August2017 Visa Stmt-Basarab-F2T Peter Corvallis Production	73.52
				August2017 Visa Stmt-Basarab-F2T Wreath Source	162.60
				August2017 Visa Stmt-Basarab Ridgefield Floral	68.29
			Public Works	August2017 Visa Stmt-Basarab Amazon Marketplace	176.07
				August2017 Visa Stmt-Basarab-RORC Ridgefield Floral	21.68
			Community Development	August2017 Visa Stmt-Basarab-Gee Creek Plat.Ridgefield Pioneer M	7.58
				August2017 Visa Stmt-Basarab Seasons Coffee	6.51
				August2017 Visa Stmt-Basarab Amazon Marketplace	6.06
				August2017 Visa Stmt-Basarab-Gee Creek Plateau Seasons Coffee	6.51
				August2017 Visa Stmt-Basarab-Gee Creek Plat. Ridgefield Pioneer	5.95
				August2017 Visa Stmt-Basarab-Gee Creek Plat. Sadie & Josies	14.00
				August2017 Visa Stmt-Basarab-Gee Creek Plateau Sadie & Josies	14.00
			Human Resources	August2017 Visa Stmt-Basarab Target	12.71
			Executive	August2017 Visa Stmt-Basarab Assoc of WA Cities	45.00
			Council	August2017 Visa Stmt-Basarab Buckets	91.60
				August2017 Visa Stmt-Basarab Assoc of WA Cities	45.00
			Finance	August2017 Visa Stmt-Basarab Seasons Coffee	6.51
		201709-8764	Genl Govt/Facilities	August2017 Visa Stmt-Knottnerus-F2T Starbucks	34.58
				August2017 Visa Stmt-Knottnerus-F2T Ridgefield Pioneer Market	33.28
				August2017 Visa Stmt-Knottnerus Vinnie's Pizza	112.32
				August2017 Visa Stmt-Knottnerus-F2T Ridgefield Floral	84.33
				August2017 Visa Stmt-Knottnerus Golden Openings	19.00
				August2017 Visa Stmt-Knottnerus-Tuesdays in Park Facebook	10.00
				August2017 Visa Stmt-Knottnerus-NNO Facebook	15.00
			Human Resources	August2017 Visa Stmt-Knottnerus Lava Java	34.97
				August2017 Visa Stmt-Knottnerus Ridgefield Pioneer Market	5.37
		201709-1133	Genl Govt/Facilities	August2017 Visa Stmt-Brunson Ridgefield Pioneer Market	0.22
			Public Works	August2017 Visa Stmt-Brunson Ridgefield Pioneer Market	3.59
				August2017 Visa Stmt-Brunson Concrete Shop	344.71
			Community Development	August2017 Visa Stmt-Brunson Ridgefield Pioneer Market	0.12
		201709-7296	Genl Govt/Facilities	August2017 Visa Stmt-Rhine Paypal *Importonsal	(3.36)
				August2017 Visa Stmt-Rhine-NNO Ridgefield Pioneer Marketplace	53.70
				August2017 Visa Stmt-Rhine Paypal *EBLINC2015	(10.07)
			Public Safety	August2017 Visa Stmt-Rhine Goodwill	8.66
				August2017 Visa Stmt-Rhine Paypal *EBLINC2014	130.01

Attachment: September 28 2017 Claims Report (Approval of Claims And/OR Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: September 28, 2017

3.1.a

WELLS FARGO	1681	201709-7296	Public Safety	August2017 Visa Stmt-Rhine Paypal *Importsal	43.34	
				August2017 Visa Stmt-Rhine Amazon.com	237.70	
				August2017 Visa Stmt-Rhine Streamline Audio	161.23	
		201709-8453	Genl Govt/Facilities	August2017 Visa Stmt-Rhine Ridgefield Pioneer Marketplace	5.37	
				August2017 Visa Stmt-Kast DryBox	21.68	
			Public Works	August2017 Visa Stmt-Kast Sandy's Sign & Design	352.30	
				August2017 Visa Stmt-Kast DryBox	65.04	
			201709-8989	Genl Govt/Facilities	August2017 Visa Stmt-Brooks Amazon	(0.50)
					August2017 Visa Stmt-Brooks Amazon	15.16
		Public Safety		August2017 Visa Stmt-Brooks Hazeldell Carwash	79.96	
				August2017 Visa Stmt-Brooks 5.11 Tactical.com	23.09	
				August2017 Visa Stmt-Brooks Galls	23.24	
		201709-7107	Genl Govt/Facilities	August2017 Visa Stmt-Brooks Batteries Plus	37.93	
				August2017 Visa Stmt-Arends O'reilly Auto	0.97	
			Public Works	August2017 Visa Stmt-Arends O'reilly Auto	15.74	
				August2017 Visa Stmt-Arends Subway	45.11	
			201709-2495	Community Development	August2017 Visa Stmt-Arends O'reilly Auto	0.54
		Community Development		August2017 Visa Stmt-Niten Fred Meyer	16.25	
				201709-9760	Public Safety	August2017 Visa Stmt-Hoots TLO Transunion
		August2017 Visa Stmt-Hoots Costco.com	74.99			
		August2017 Visa Stmt-Hoots USPS	5.01			
WELLS FARGO Total					9,409.17	
Grand Total					220,885.61	

Attachment: September 28 2017 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: September 28, 2017
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Minutes from September 14, 2017 Meeting

AGENDA ITEM TITLE:

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

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

Not applicable

RECOMMENDED ACTION OR MOTION:

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

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 09-14-2017 Meeting Minutes (PDF)



CITY OF RIDGEFIELD, WASHINGTON

City Council MEETING MINUTES

September 14, 2017

Regular Meeting - 6:30 PM

STUDY SESSION - 5:30 P.M.

1. Washington State Legislative Update - Mark Brown, Connections Public Affairs - [5:34 PM](#)

Washington state legislative update presented by Mark Brown and Brian Enslow.

GENERAL SESSION CALL TO ORDER - 6:30 PM

Flag Salute - [6:33 PM](#)

ROLL CALL

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

MOTION: Council member Don Stose moved to excuse Sandra Day and David Taylor from the meeting.

SECOND: Council member John Main.

Vote - Yes: Council member Wells, Wertz, Main, Stose and Mayor Onslow.

Vote - No: None.

Motion Passed.

Late changes to the agenda - [6:33 PM](#)

Remove Business Item 1 - Motion - Approval of Final Plat for Quail Hills Phase 1.

PUBLIC COMMENT - [6:34 PM](#)

Amelia Shelley - Fort Vancouver Regional Library Executive Director
 Asking for opportunity for a meeting between the City Council and Board of Trustees.
 Main Ave/Mill St side does not meet the criteria for a new library.
 We would like to have a good location.
 Would like to work together to find a good location for the new library.

Jane Higgins - Fort Vancouver Regional Library Board of Trustees Chair

Been at all the meeting and heard from City Council and all the citizens.

Why is it so important to City Council that the library location be at Main Ave/Mill St site?

Don't understand that kind of thinking.

Cyrus Yamin - Resident

Complaint regarding construction project on Hillhurst.

Continuing construction work after 10PM.

Per contractor authorization was granted by the City to work all night for the next few weeks.

City has granted authorization to the contractor, but I was not able to obtain a copy of it. Was it a verbal approval?

That is not reasonable time frame for the construction.

Digging should be done during the day.

Nathan McCann - School District Superintendent

Kudos to Lee Knottnerus for all the work on the Main Street program board.

Experience Ridgefield is September 23rd.

Phil Johnson - City of Battle Ground Mayor

Concern regarding Oregon plates.

Going to every City to request more enforcement on Oregon plates.

Hope all Cities can come together in coming up with a plan for enforcement.

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

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

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

2. Approval of Minutes from the August 24, 2017 Meeting - [6:34 PM](#)

PRESENTATION - [6:55 PM](#)

1. Self Storage Draft Zoning Controls

Self storage draft zoning controls presented by Jeff Niten.

PUBLIC HEARING/BUSINESS

1. Public Hearing and First Reading of Ordinance No. 1244 –Amendment to Ridgefield Municipal Code Chapter 10.12 (Parking)-John Brooks, Police Chief

After recognizing that our current city ordinance is static and does supply room for growth despite the growth of the community. Additionally, the ordinance does not provide for a method to deal with abandoned or derelict vehicles. There have been three meetings involving members of the community to help refine the parking ordinance in a way that is useful for citizens and reasonable in its application. Once the parking stakeholders completed their process, the ordinance was reviewed by the city attorney and then the planning commission prior to being submitted to the City Council for approval.

Mayor Opened the hearing 7:44PM

Kathy Winters - Resident

What is someone goes on vacation for 2 weeks?

Jan Robinson - Resident

Glad to know that HOA's were represented.

In downtown we have a lot of parking problems and don't have an HOA.

Would like to see representation from people who live in downtown.

Mayor closed the hearing 7:46

First reading conducted

PUBLIC COMMENT - [7:47 PM](#)

Joe Melroy - Resident/Port of Ridgefield Commissioner

Self-storage presentation - need to give more consideration on the location.

Opposed to location of employment area zoning.

Jan McDonald - Resident

Child will be going into the new school next year.

Concern about the traffic congestion during the school.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council - [7:50 PM](#)

Council member Wertz - Attended City Manager briefing.

Council member Wells - Attended City Manager briefing, groundbreaking ceremony for RORC.

Council member Stose - Kudos to City staff for great farm to table event.

Council member Main - Attended City Manager briefing.

Mayor - [7:52 PM](#)

Groundbreaking ceremony for RORC, Octoberfest event was a great success.

Proclamation - Constitution Week - [7:52 PM](#)

Mayor read proclamation into the record.

City Manager - [7:55 PM](#)

City Manager Steve Stuart - Next Thursday special City Council meeting regarding budget.

Community Development Jeff Niten - September 27th is open house for gee creek sub area plan.

Public Works Director Bryan Kast - Project updates provided.

Finance Director Kirk - City receives AA bond credit rating from Standard & Poor's Global Ratings.

Deputy City Manager Lee Knottnerus - Farmer's market schedule provided. Birdfest event is coming up.

Police Chief John Brooks - no report.

FROM THE COUNCIL

ADJOURN - [8:06 PM](#)

Julie Ferriss, City Clerk

Ron Onslow, Mayor

Attachment: 09-14-2017 Meeting Minutes (Approval of Minutes)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: September 28, 2017

ITEM:

AGENDA ITEM TITLE: Pioneer North Concept Plan

GOVERNING LEGISLATION:

R.C.W. 36.70A

PREVIOUS COUNCIL ACTION TAKEN:

The annexation and development agreement for the Pioneer North Annexation Area was approved by Council on August 25, 2016 through adoption of Ordinance 1213. The subject area was annexed by the City with Council adoption of Ordinance 1216 on September 8, 2016, and effective October 14th, 2016.

SUMMARY/BACKGROUND:

Section 5 of the annexation and development agreement (attached) required the submittal of a conceptual plan within one year of the effective date of the annexation. The owner agreed to submit a conceptual plan showing location of future homes, conceptual phasing plan, location of park and trails, streets, water, sanitary sewer, and other public improvements. The conceptual plan is attached.

BUDGET/FINANCIAL IMPACTS:

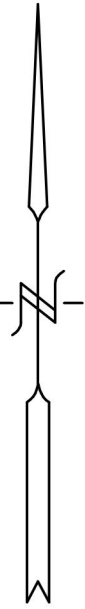
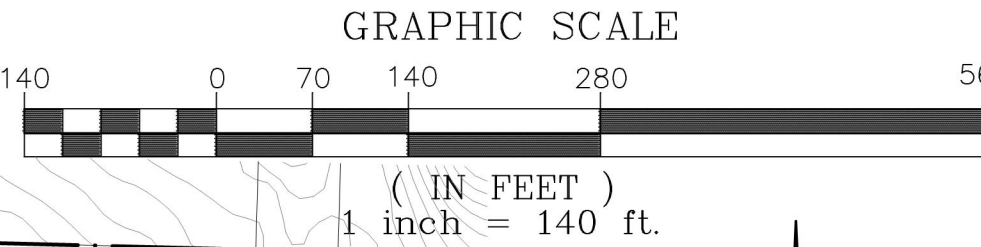
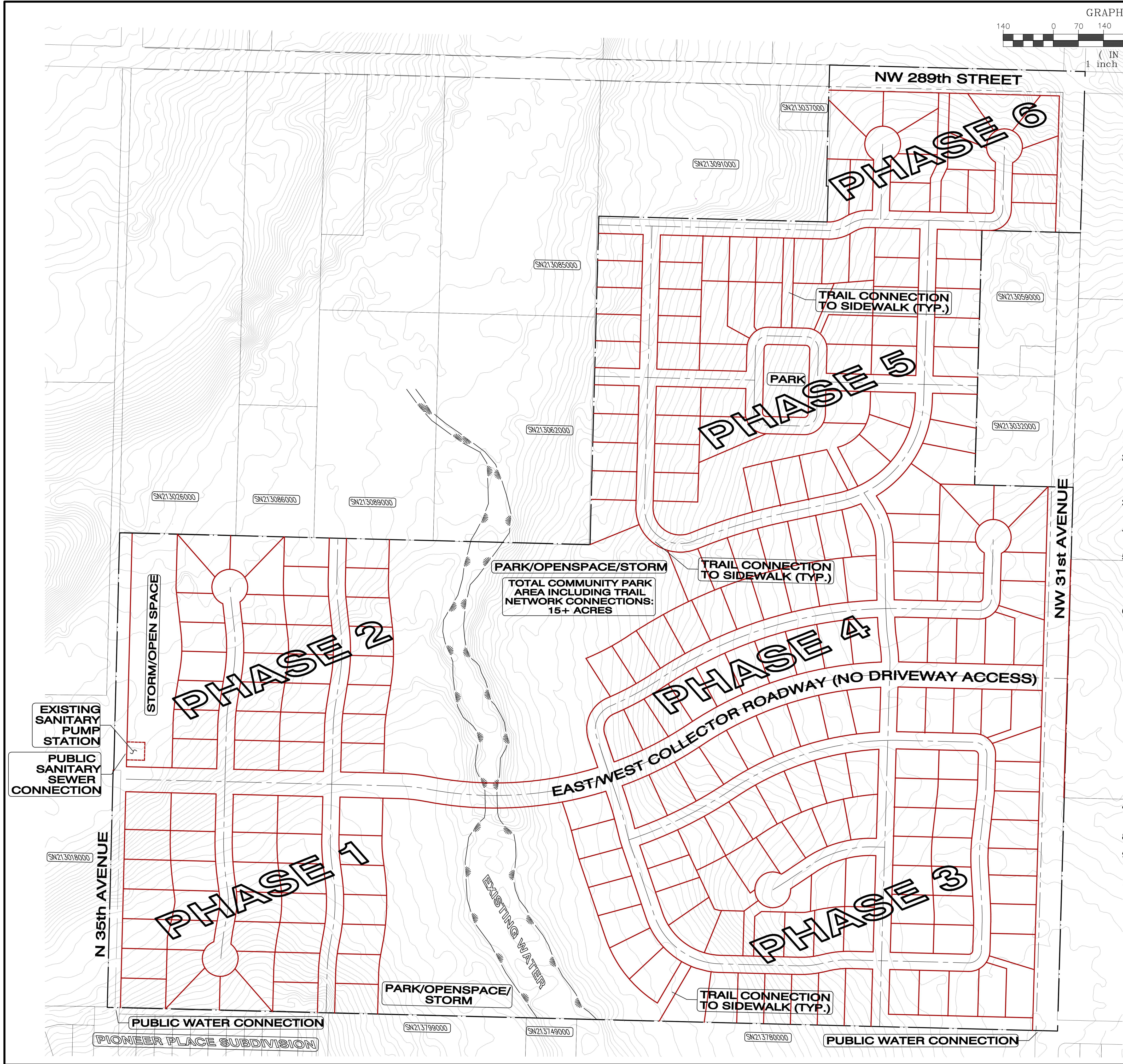
None.

RECOMMENDED ACTION OR MOTION:

None, this is a discussion item only.

STAFF CONTACT: Jeff Niten, Community Development Director

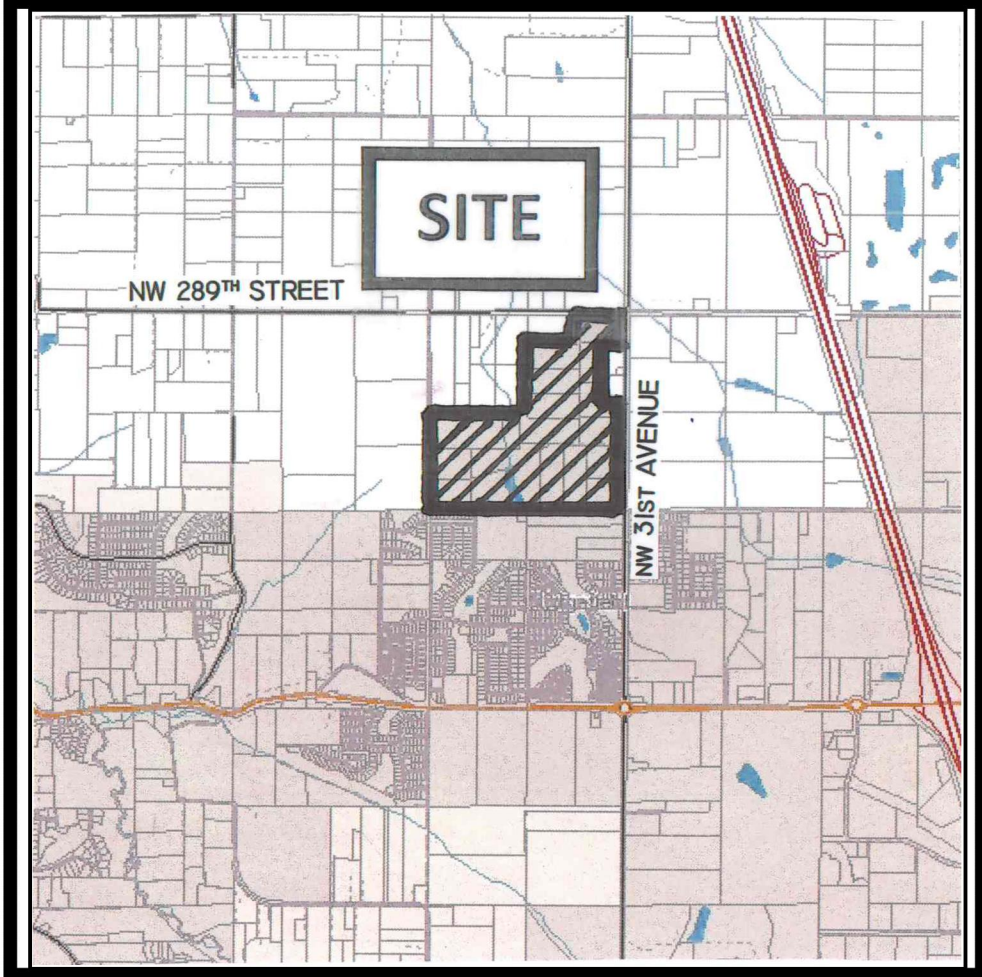
ATTACHMENTS: Milton O. Brown Conceptual Development Plan - Development and Pre-annexation Agreement - Contours (PDF)
Paradise Found Development and Pre-Annexation Agreement Document with Conceptual Development Plan (PDF)
Brown DA FINAL (PDF)



PROPERTY OWNER(s):
RDGB ROYAL FARMS LLC
RDGM RAWHIDE ESTATES LLC
RDGK REST VIEW ESTATES LLC
RDGS REAL VIEW LLC
RDGF RIVER VIEW ESTATES LLC
8320 NE HIGHWAY 99
VANCOUVER WA, 98665

CONTACT:
JOEL STIRLING
2208 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
PH: (360) 759-1794
FAX: (360) 759-4983
EMAIL: JOEL@STERLING-DESIGN.BIZ

PARADISE FOUND ESTATES
A Preliminary Subdivision within
a portion of the SE 1/4 of Sec.
17, T4N., R1E., W.M.
Clark County, Washington



VICINITY MAP (NTS)

Development and Pre-Annexation Agreement

- 1.) Total Property Area is approximately 111.42 acres
- 2.) Paradise Found Estates has been Conceptually Designed utilizing the RLD - 4 Zoning District design standards outlined within RDC18.210 along with the additional design requirements found within the Planned Unit Development Standards within RCD18.401.
- 3.) Other Development Regulations - no additional land use decisions are being requested at this time.
- 4.) The property has been Pre-annexed as of July 28, 2016 and is seeking full annexation.
- 5.) STERLING DESIGN, INC. has prepared a Conceptual Development Plan which shows locations of future homes, conceptual phasing of the development, location of park and trails, streets, water connection locations, sanitary sewer connection locations and all other public improvements required to support all phases of development of the property.
- 6.) The Conceptual Development Plan shows the area of the property that will be dedicated to the City of Ridgefield for a Community City Park and the area is in excess of 15 acres in size. Land Use Applications for the project will detail the Community City Park along with detailed area break downs for the Planned Unit Development Open Space requirements of RDC18.401. Trails will be designed within the project as part of the Land Use Application and will be dedicated as required with the Phasing of the project. The Conceptual Development Plan shows an east/west collector roadway through the project with a 70 foot right-of-way. During the Land Use Application process, a detailed Traffic Impact Analysis will be performed for the project to assure compliance with the Pre-annexation Agreement and the City of Ridgefield Code. All required road right-of-way and improvements will be completed as part of the development of the project infrastructure installation. All stormwater management and utility design will be in conformance with the City of Ridgefield development standards for both quantity and quality control of stormwater leaving the developed project. All future home sites within the project will be provided with a sanitary sewer connection and a water service connection to public utility purveyors along with franchise dry utilities for electrical, phone and other available utilities.
- 7.) Impact Fees and Credits will be assessed and evaluated during the Land Use Application process.
- 8.) The Effective Date is September 8th, 2016.
- 9.) The properties will continue to be utilized for farming or other uses until such time that development occurs.
- 10.) The General Provisions outlined within the Pre-Annexation Agreement are supported by the Conceptual Development Plan

SITE INFORMATION

ALIGNMENT & FIELD DATA: CLARK COUNTY GIS		Scale: AS SHOWN	
SOIL TYPE(S): GeB	HYDROLOGIC GROUP: D	AASHTO CLASSIFICATION: A-7	Project Number: 699
SOILS TESTING BY: -	DATE: -	Design/ Drawn JGS	Drawing Date: SEPT. 2017
SITE LOCATION: RIDGEFIELD, WA	APPROX. SURFACE ELEV.: 174' - 272'	FILENAME S\:\:699\PreApp 699.pro	Sheet 1 of 1 Sheet(s)
SITE AREA: 111 ACRES			

PREPARED BY:
STERLING DESIGN, INC.
2208 E. EVERGREEN BLVD
VANCOUVER, WA 98661
PH: (360) 759-1794
FAX: (360) 759-4983
mail@sterlingdesign.biz

**STERLING
DESIGN, INC.**

Sheet Description:
**CONCEPTUAL
DEVELOPMENT PLAN**

Project:
**PARADISE FOUND ESTATES
A PLANNED UNIT DEVELOPMENT**





2208 E. Evergreen Blvd., Vancouver, WA 98661
 Ph: (360) 759-1794 Fx: (360) 759-4983
 Email: mail@sterlingdesign.biz

STERLING DESIGN INC. JOB #:699

Development and Pre-Annexation Agreement Supplement

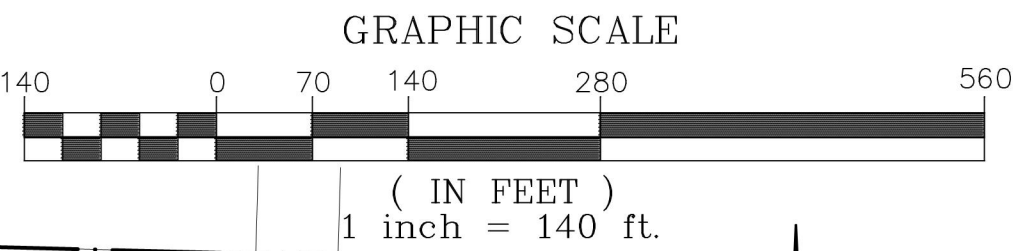
The Paradise Found Estates PUD Subdivision property is a 111.42 Acre project that is proceeding forward with development in compliance with the approved and signed Development and Pre-Annexation Agreement along with Ordinance No. 1216, passed by the City Council of the City of Ridgefield, Washington on September 8, 2016. The following information is intended to supplement the Conceptual Development Plan prepared by STERLING DESIGN, INC.

- 1.) **Location and Legal Description:** total property area is approximately 111.42 acres.
- 2.) **Zoning and Development Standards:** Paradise Found Estates has been Conceptually Designed utilizing the RLD - 4 Zoning District design standards outlined within RDC18.210 along with the additional design requirements found within the Planned Unit Development Standards within RCD18.401. It is understood that the City of Ridgefield may propose a different zoning on the property prior to a formal Land Use Application.
- 3.) **Other Development Regulations:** No additional land use decisions are being requested at this time.
- 4.) **Annexation:** The property has been Pre-annexed as of July 28, 2016 and is seeking full annexation at this time with approval to proceed forward with a formal Land Use Application for a residential subdivision.
- 5.) **Development Permits:** STERLING DESIGN, INC. has prepared a Conceptual Development Plan which shows locations of future homes, conceptual phasing of the development, location of park and trails, streets, public water connection locations, public sanitary sewer connection locations along with all other public improvements required to support all phases of development of the property. The Conceptual Development Plan is being submitted to the City of Ridgefield within one year after the effective date of the annexation.
- 6.) **Public Improvements:**
 - A. The Conceptual Development Plan shows the area of the property that will be dedicated to the City of Ridgefield for a Community City Park and the area is in excess of 15 acres in size and is located to the east, west, and north of the water feature on the property. Land Use Applications for the project will

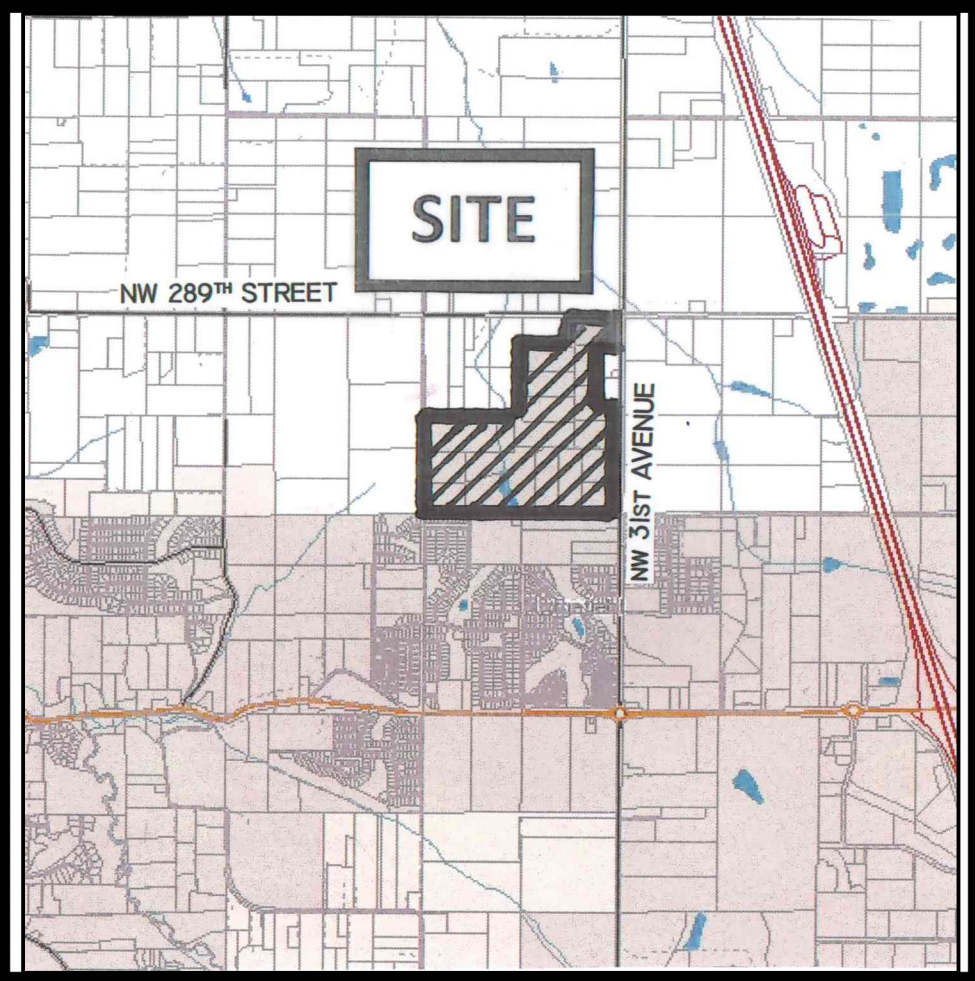
detail the Community City Park along with detailed area break downs for the Planned Unit Development Open Space requirements of RDC18.401.

- B. Trails will be designed within the project as part of the Land Use Application and will be dedicated as required with the Phasing of the project when determined by the Planning Director. The trails will be located within the Community City Park area as needed to interconnect to the Master Trail Plan to the north and south of the project. Internal connections to the park will also be provided to the street sidewalk network within the proposed project.
 - C. The Conceptual Development Plan shows an east/west collector roadway through the project with a 70-foot right-of-way. During the Land Use Application process, a detailed Traffic Impact Analysis will be performed for the project to assure compliance with the Pre-annexation Agreement and the City of Ridgefield Code. All required road right-of-way and improvements will be completed as part of the development of the project infrastructure installation and any assessments of Traffic Impact Fees will be supported by the development and calculated at the time of infrastructure design and approval.
 - D. All stormwater management facilities will be designed in conformance with the City of Ridgefield development standards for both quantity and quality control of stormwater leaving the developed project to assure that stormwater flows off of the developed property do not exceed the pre-developed rates. All future home sites within the project will be provided with a sanitary sewer connection and a water service connection to public utility purveyors along with franchise dry utilities for electrical, phone and other available utilities.
- 7.) **Impact Fee Credits:** Impact Fees and Credits will be assessed and evaluated during the Land Use Application process and once the total costs associated with the east/west collector and Community Park and Trails are known.
- 8.) **Effective Date:** The Effective Date of Ordinance No. 1216 is September 8th, 2016.
- 9.) **Right to Farm:** The properties will continue to be utilized for farming or other uses until such time that development occurs.

The General Provisions outlined within the Pre-Annexation Agreement are supported by the submittal of the Conceptual Development Plan and this document.



A Preliminary Subdivision within
a portion of the SE 1/4 of Sec.
17, T4N., R1E., W.M.
Clark County, Washington



VICINITY MAP (NTS)

PROPERTY OWNER(s):
RDGB ROYAL FARMS LLC
RDGM RAWHIDE ESTATES LLC
RDGK REST VIEW ESTATES LLC
RDGS REAL VIEW LLC
RDGF RIVER VIEW ESTATES LLC
8320 NE HIGHWAY 99
VANCOUVER WA, 98665

CONTACT:
JOEL STIRLING
2208 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
PH.: (360) 759-1794
FAX: (360) 759-4983
EMAIL: JOEL@STERLING-DESIGN.BIZ

Development and Pre-Annexation Agreement

- 1.) Total Property Area is approximately 111.42 acres
- 2.) Paradise Found Estates has been Conceptually Designed utilizing the RLD – 4 Zoning District design standards outlined within RDC18.210 along with the additional design requirements found within the Planned Unit Development Standards within RCD18.401.
- 3.) Other Development Regulations – no additional land use decisions are being requested at this time.
- 4.) The property has been Pre-annexed as of July 28, 2016 and is seeking full annexation.
- 5.) STERLING DESIGN, INC. has prepared a Conceptual Development Plan which shows locations of future homes, conceptual phasing of the development, location of park and trails, streets, water connection locations, sanitary sewer connection locations and all other public improvements required to support all phases of development of the property.
- 6.) The Conceptual Development Plan shows the area of the property that will be dedicated to the City of Ridgefield for a Community City Park and the area is in excess of 15 acres in size. Land Use Applications for the project will detail the Community City Park along with detailed area break downs for the Planned Unit Development Open Space requirements of RDC18.401. Trails will be designed within the project as part of the Land Use Application and will be dedicated as required with the Phasing of the project. The Conceptual Development Plan shows an east/west collector roadway through the project with a 70 foot right-of-way. During the Land Use Application process, a detailed Traffic Impact Analysis will be performed for the project to assure compliance with the Pre-annexation Agreement and the City of Ridgefield Code. All required road right-of-way and improvements will be completed as part of the development of the project infrastructure installation. All stormwater management and utility design will be in conformance with the City of Ridgefield development standards for both quantity and quality control of stormwater leaving the developed project. All future home sites within the project will be provided with a sanitary sewer connection and a water service connection to public utility purveyors along with franchise dry utilities for electrical, phone and other available utilities.
- 7.) Impact Fees and Credits will be assessed and evaluated during the Land Use Application process.
- 8.) The Effective Date is September 8th, 2016.
- 9.) The properties will continue to be utilized for farming or other uses until such time that development occurs.
- 10.) The General Provisions outlined within the Pre-Annexation Agreement are supported by the Conceptual Development Plan

SITE INFORMATION

ALIGNMENT & FIELD DATA:		
CLARK COUNTY GIS		
SOIL TYPE(s): GeB	HYDROLOGIC GROUP: D	AASHTO CLASSIFICATION: A-7
SOILS TESTING BY: -		DATE: -
SITE LOCATION: RIDGEFIELD, WA	APPROX. SURFACE ELEV.: 174' - 272'	
SITE AREA: 111 ACRES	FILENAME S:\699\PreApp 699.pro	

PREPARED BY:
STERLING DESIGN, INC.
2208 E. EVERGREEN BLVD
VANCOUVER, WA 98661
PH. (360) 759-1794
FAX (360) 759-4983
email@sterlingdesign.biz

STERLING DESIGN, INC.

**CONCEPTUAL
DEVELOPMENT PLAN**

Project: **PARADISE FOUND ESTATES
A PLANNED UNIT DEVELOPMENT**

Scale: AS SHOWN

Project Number: 699

design/ JGS

Drawing Date: SEPT. 2017

Sheet 1 of 1 Sheet(s)



When Recorded Return To:

City of Ridgefield,
Attn. City Manager
P.O. Box 605
Ridgefield, WA, 98642

Development and Pre-Annexation Agreement

This Development and Pre-Annexation Agreement (“Agreement”) is made and entered into this 28th day of July, 2016 between the City of Ridgefield, a municipal corporation, (hereinafter “City”), and RDGB Royal Farms LLC, a Washington limited liability company, RDGK Rest View Estates LLC, a Washington limited liability company, RDGM Rawhide Estates LLC, a Washington limited liability company, RDGF River View Estates LLC, a Washington limited liability company, and RDGS Real View LLC, a Washington limited liability company (collectively “Owner”), and their assigns and successors.

Recitals:

Whereas, the Owner has requested that the City of Ridgefield annex Owner’s property described herein and the Owner has plans of developing the annexed property for single family residential development; and

Whereas, it is the intention of the Owner to complete annexation proceedings for the incorporation of the real property described herein in to the City of Ridgefield; and

Whereas, the City has determined that there are certain impacts as a result of this annexation and proposed development; and

Whereas, the Owner has agreed to take certain actions as a condition of annexation to mitigate the impacts; and

Whereas, pursuant to the authority granted by RCW 36.70B.170 through 210, the City and Owner wish to enter into this Agreement to govern the development, use, and mitigation of certain impacts associated with annexation and development of the Owner’s property; and

Whereas, Owner voluntarily agrees to enter in to this Agreement to provide for certain improvements as specified herein, as a condition of annexation; and

NOW THEREFORE in consideration of the mutual agreements set forth herein, the City and Owner agree to the following terms and conditions:

1. **Location and Legal Description.** Owner is the owner of approximately 111.42 acres of certain real property and adjacent right of way legally described in Exhibit A, and shown on the map attached as Exhibit B, such exhibits being attached hereto and incorporated fully by this reference, (hereinafter, “Annexation Area”).
2. **Zoning and Development Standards.** Pursuant to State annexation regulations, the City is required to establish a comprehensive plan and zoning designation for annexed property. The City’s adopted comprehensive plan designation Urban Low (UL) and the City’s adopted zoning designation is RLD - 4. However, the Annexation Area is not vested by this Agreement in the comprehensive plan or zoning designations or in the development standards in place at the time of annexation; all such comprehensive plan and zoning designations, may be amended under the procedures set forth in the City’s municipal code. The Owner agrees that these zoning and development standards shall govern development of the property until such time as the City Council amends the standards as part of an annual comprehensive plan update. The City may propose or the owner may apply for different zoning.

The entirety of the Annexation Area will have Urban Holding (UH-10) designation applied at the time of annexation. Owner agrees not to develop their respective property until such time as the City, pursuant to R.D.C. 18.270.060 determines that public facilities to serve the proposed development identified within the applicable Capital Facilities Plan for the City or appropriate jurisdiction or service district are reasonably funded. “Reasonably funded” shall be defined as having identified revenue sources that are capable of being realized over a six-year CFP period. For the purposes of this Section, public facilities shall include: water, sanitary sewer, and transportation.

3. **Other Development Regulations.** The Annexation Area is not vested by this Agreement in any other development regulations or land use decisions applicable to the development of the Annexation Area.
4. **Annexation.** In reliance upon the provisions of this Agreement, the city hereby agrees to annex the Annexation Area in accordance with RCW 35.
5. **Development Permits.** Owner agrees to develop the Annexation Area as a Planned Unit Development under the Ridgefield Municipal Code. Owner agrees to submit applications for the Planned Unit Development and other development permits for the development of the Annexation Area, and to develop the Annexation Area within 10 years of annexation. Owner agrees to submit a conceptual plan showing location of future homes, conceptual phasing plan, location of park and trails, streets, water, sanitary sewer, and other public improvements within one year after the effective date of the annexation.

6. **Public Improvements.** In addition to any other improvements subsequently determined to be necessary as a condition of development for any portion of the Annexation Area, Owner agrees to perform the following additional obligations at the time of the subdivision or development of the Annexation area, whichever is sooner:

- A. Dedicate a minimum of 15 acres of real property to the City for a Community City park in the Annexation Area (“Community Park Property”). The Community Park Property shall be located to the east, west and north of the water feature within the southern portion of annexation area (on tax parcels APN 213073-000 and APN 213074-000). Owner shall dedicate the Community Park Property to the City prior to or at approval of final plat for phase 1 of single family residential development.

The Community Park Property dedicated to the City shall be counted towards and a part of the park and open space set aside requirements for a planned unit development is not in addition to such requirements.

Owner shall develop Community Park Property to City of Ridgefield Community Park standards. The Owner may defer the development of the Community Park Property until prior to approval of a final plat for the 130th single family lot so long as the financial guarantee provisions Section 6 D of this Agreement are satisfied.

- B. Owner shall dedicate a trail network connecting the Community Park to the Annexation Area, and shall design the network for future expansion and connection of existing and planned future trails on adjacent properties. Dedication shall take place at or prior to approval of a final plat for phase 1 of future development.

Owner shall develop the trail network to City of Ridgefield trail standards. Owner may defer the development of the trail network until prior to approval of a final plat for the 130th single family lot so long as the financial guarantee provisions of Section 6 D of this Agreement are satisfied.

The trail network dedicated to the City shall be counted towards, and a part of, the park and open space set aside requirements for a planned unit development and is not in addition to such requirements.

- C. Owner shall dedicate right-of-way sufficient for an east/west collector roadway mid-way between NW 289th Street and N. 10th Street prior to approval of final plat for phase 1 of future development. The right-of-way width shall not exceed 70 feet for a full street section, and shall not exceed 35 feet for a half width section, so long as this width is consistent with any traffic analysis required as a part of the Planned Unit Development application.

- Owner shall construct the east/west collector, including all underground utilities, prior to approval of final plat for the 130th single family lot, so long as the financial guarantee provisions of Section 6 D of this agreement are satisfied.
- D. For the development of the public improvements described herein, the Owner may defer the construction of the improvements until the final plat for the 130th single family lot upon the City's approval of a surety bond or other financial guarantee acceptable to the City which provides for and secures the actual construction of the public improvements as provided for in Ridgefield Municipal Code 18.620.070 as adopted or hereafter amended.
 - E. The City intends to provide improved traffic circulation at the intersection of 289th and 31st connecting this development to both NW 31st and NW 289th. Owner agrees that this traffic improvement will provide a benefit to the Property; by this Agreement Owner agrees to contribute to the funding for this needed improvement by paying a voluntary assessment in an amount proportional to the impacts of the development in relation to the overall capacity of the street improvements. This amount shall be determined by a traffic impact analysis to be completed by Owner concurrent with the PUD application process and approved by the City. Owner agrees not to protest the formation of any district or improvement area that may be formed for the construction of the improvement and the levying of the assessment. The Owner agrees that this voluntary assessment is necessary to mitigate direct impacts of the annexation and subsequent development of the Property. Any assessment or other contribution that exceeds the proportional share will be reimbursed with traffic impact fee credits as per RMC 18.070.150. Such assessment is in addition to any applicable traffic impact fees which may be assessed on the Property.
 - F. Owner agrees to provide for integrated storm water mitigation that will ensure that storm water flows off the property will not exceed pre-development rates, and will achieve compliance with storm water regulations in effect at the time of development.
7. **Impact Fee Credits.** Upon performance of the obligations identified in Paragraph 6 above the Owner will receive a credit against City Impact Fees for such improvements as are included in the City's Capital Facilities Plan at the time of construction. City agrees to propose and recommend for approval to the City Council the addition of the east/west collector, the intersection of NW 31st and NW 289th, and the Community Park and trails to the Capital Facilities Plan during the 2017 CFP update, including the classification of the Community Park and the east/west collector as system improvements under SMC 18.070.150. The credits will be approved in the manner and in the amounts provided for in the Ridgefield Municipal Code.

8. **Effective Date.** This Agreement will become effective upon the effective date of the City's ordinance annexing the Annexation Area. This Agreement shall be void and of no effect if the City shall not annex the Annexation Area.

9. **Right to Farm.** This Agreement will allow Owner to maintain farming uses of the Property that are consistent with best management practices (BMP) currently in existence, including but not limited to ongoing maintenance, repair, operation and transportation for farm uses. This city will allow reasonable improvements to the farming operations so as not to hinder the farming operation from achieving economic viability until such time that development occurs.

10. General Provisions.

- a) The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties, and their heirs, successors and assigns. This Agreement shall be recorded against the Property with the Clark County Auditor.
- b) The Term of this Agreement shall be from the Effective Date of this Agreement and shall continue in force until the Property has been fully developed and all of the Owner's obligations in connection therewith are satisfied as determined by the City.
- c) Severability. In the event that any provision of this Agreement or its application to any person, legal entity, or circumstance is held invalid or otherwise unenforceable, the remainder of the Agreement or its application to other persons, legal entities, or circumstances is not affected.
- d) This Agreement may be supplemented, amended, or modified only by the mutual written agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties, or their assigns and successors.
- e) Indemnification. The Owner acknowledges that appeals or other actions outside the City's control may occur concerning the Property. The Owner specifically agrees to hold the City harmless from any claims, injuries, suits, losses or damages arising out of or in connection with City compliance with any orders or required comprehensive plan changes related to such actions outside the City's control.
- f) All notices, demands and communication to the City and Owner and Developer under this Agreement shall be in writing and mailed or delivered to the parties at the addresses below or such other address as the party will have designated by notice to

the other. Such notices, demands, and communication shall be deemed delivered two (2) days after mailing.

Notices to City:

Steve Stuart
City of Ridgefield
230 Pioneer Street
P.O. Box 608
Ridgefield, WA 98642

Notices to Member of Owners:

Milton O. Brown
8320 NE Highway 99
Vancouver, WA 98665

Notices to Representative:

Jamie Howsley
Jordan Ramis, P.C.
1499 SE Tech Center Place
Suite 380
Vancouver WA 98683

Signatures to appear on following pages

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

City of Ridgefield

By: _____
Steve Stuart, City Manager

Attest:

By: _____
Julie Basarab, City Clerk

Approved as to Form:

By: _____
Janean Parker, City Attorney

Attachment: Brown DA FINAL (Pioneer North Concept Plan)

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me STEVE STUART, City Manager for the CITY OF RIDGEFIELD, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this _____ day of _____, 2016

NOTARY PUBLIC in and for the
State of Washington, residing at

My commission expires:_____

Attachment: Brown DA FINAL (Pioneer North Concept Plan)

RDGB Royal Farms LLC:

By: _____
Milton O. Brown, Member

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me MILTON O. BROWN, Member of RDGB Royal Farms LLC, a Washington limited liability company, who executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2016

NOTARY PUBLIC in and for the
State of Washington, residing at

My commission expires: _____

Attachment: Brown DA FINAL (Pioneer North Concept Plan)

RDGK Rest View Estates LLC:

By: _____
Milton O. Brown, Member

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me MILTON O. BROWN, member of RDGK Rest View Estates LLC, a Washington limited liability company, who executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2016

NOTARY PUBLIC in and for the
State of Washington, residing at

My commission expires: _____

Attachment: Brown DA FINAL (Pioneer North Concept Plan)

RDGM Rawhide Estates LLC

By: _____
Milton O. Brown, Member

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me MILTON O. BROWN, member of RDGM Rawhide Estates LLC, a Washington limited liability company, who executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2016

NOTARY PUBLIC in and for the
State of Washington, residing at

My commission expires: _____

Attachment: Brown DA FINAL (Pioneer North Concept Plan)

RDGF River View Estates LLC:

By: _____
Milton O. Brown, Member

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me MILTON O. BROWN, member of RDGF River View Estates LLC, a Washington limited liability company, who executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2016

NOTARY PUBLIC in and for the
State of Washington, residing at

My commission expires:_____

Attachment: Brown DA FINAL (Pioneer North Concept Plan)

RDGS Real View LLC:

By: _____
Milton O. Brown, Member

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me MILTON O. BROWN, member of RDGS Real View LLC, a Washington limited liability company, who executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2016

NOTARY PUBLIC in and for the
State of Washington, residing at

My commission expires: _____

Attachment: Brown DA FINAL (Pioneer North Concept Plan)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: September 28, 2017

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Amending Ridgefield Municipal Chapter 10.12 (Parking)

GOVERNING LEGISLATION: RCW 46.90.260 and 46.90.270, and Chapter 308-330 WAC, the Model Traffic Ordinance, Ridgefield Municipal Code Chapters [10.04](#) Motor Vehicle Code

PREVIOUS COUNCIL ACTION TAKEN: Passing of multiple Ordinances since 1975 creating and amending Chapter 10.12 (Parking); Ordinance No. 1150 (2014); Ordinance No. 1155 (2014).

SUMMARY/BACKGROUND: After recognizing that our current city ordinance is static and does supply room for growth despite the growth of the community. Additionally, the ordinance does not provide for a method to deal with abandoned or derelict vehicles. There have been three meetings involving members of the community to help refine the parking ordinance in a way that is useful for citizens and reasonable in its application. Once the parking stakeholders completed their process, the ordinance was reviewed by the city attorney and then the planning commission prior to being submitted to the City Council for approval.

BUDGET/FINANCIAL IMPACTS: No immediate impacts but possible future impacts as signage is requested

RECOMMENDED ACTION OR MOTION:

Staff recommends Council adopt Ordinance No. 1244 by making the following motion:

“I move to adopt Ordinance No. 1244, as presented.”

STAFF CONTACT: John Brooks, Police Chief

ATTACHMENTS: New COR Parking Ord JP Redlines 8-11-17 (PDF)

ORDINANCE NO. 1244

**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING RIDGEFIELD
MUNICIPAL CHAPTER 10.12 (PARKING)**

WHEREAS, the City of Ridgefield has adopted the Washington State Model Traffic Ordinance (WAC 308-330) which provides authority of the Local Agency to modify areas of parking within the City Limits; and

WHEREAS, the City of Ridgefield has adopted previous Ordinances since 1975 pertaining to the regulation and enforcement of parking; and

WHEREAS, the existing Chapter 10.12 of the Ridgefield Municipal Code is outdated due to physical changes in the boundary of the City Limits and due to the significant development of residential, commercial and industrial zoned lands and requires amendment to correct previously established code sections; and

WHEREAS, the City Council declares parking restrictions for all areas within the current City Limits including those new subdivisions that have received engineering approval in which No Parking is required; and

WHEREAS, the existing Chapter 10.12 is amended in its entirety to not only declare parking restricted areas, but to also provide additional clarity on general parking restrictions within the City of Ridgefield.

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

Section 1. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 2. Severability. Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

Section 3. This ordinance shall take effect and be in full force thirty (30) days after adoption and publication pursuant to law.

Passed by the City Council of the City of Ridgefield, Washington this 28th day of September, 2017.

CITY OF RIDGEFIELD

Ron Onslow, Mayor

ATTEST:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First reading:	September 14, 2017
Public Hearing:	September 14, 2017
Passed:	September 28, 2017
Published:	October 4, 2017
Effective Date:	November 2, 2017

DRAFT REVISED CITY OF RIDGEFIELD PARKING ORD VER 073117—JP Edits

Chapter 10.12 - PARKING

10.12.010 - Purpose.

The provisions of this chapter regulate parking, standing and stopping of vehicles upon streets and ways open to the public within the city and provide for the establishment of residential parking zones and restrictions thereto. Pursuant to Chapter 10.04, the city has adopted by reference sections of certain state statutes, including sections of the model traffic ordinance, which provide for the regulation of parking, stopping or standing of vehicles in addition to the provisions of this chapter.

(Ord. 1004 § 1 (part), 2008).

(Ord. No. 1041, § 1, 12-3-2009; Ord. No. 1113, § 1, 9-13-2012)

10.12.020 - Parking restricted—General.

General parking restrictions are adopted to regulate parking with respect to common concerns found on city streets and ways and are generally applied. General parking restrictions include, but are not limited to, parking setback distances from driveways, intersections, fire hydrants, crosswalks, stop signs, yield signs, signals, and railroad crossings. General parking restrictions also prohibit the parking of any vehicle on a sidewalk, crosswalk, within an intersection, on a bridge, on railroad tracks, or in roadway medians. General parking restrictions are found within the model traffic ordinance, WAC Chapter 308-330.

(Ord. 1004 § 1 (part), 2008).

(Ord. No. 1041, § 1, 12-3-2009; Ord. No. 1113, § 1, 9-13-2012)

10.12.021 - Parking restricted—~~Specified streets.~~

A. Prohibited Parking

It is a civil infraction to park or stand a motor vehicle in violation of the following parking prohibitions:

1. Curb is red, which shall mean no parking at any time;
2. Curb is yellow, which shall mean no parking due to use such as fire lane or delivery lane;
3. The area is marked with a City of Ridgefield placed sign that modifies parking permissions;
4. There shall be no parking on either side of the street where the roadway is less than twenty-six feet wide unless otherwise regulated;
5. Parking on one side of the street is permissible on roadways which are twenty-six feet to thirty two feet wide unless otherwise regulated; tThe side of the street will be determined by the City Engineer based on which side will have the least negative impact on driveways, mailboxes, fire hHydrants, and limited sight distances;
6. Parking on both sides of the street is permissible on roadways in excess of thirty two feet wide unless otherwise regulated.

B. The Traffic Engineer shall maintain a list of streets where parking is regulated based on street widths. Such list shall be ~~Street or areas regulated shall be~~ on file with the City Clerk and posted on the city's website.

~~The provisions of this chapter establish parking restrictions, including but not limited to no parking anytime, time of day restrictions, and time limits on all or portions of specified streets. Parking restrictions shall be as follows:~~

~~"No Parking" Areas~~

~~General:~~

~~▲~~

~~Division Street, N. 5 th Avenue to Abrams Park.~~

~~▲~~

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~~N. 5 th Avenue, east side from Pioneer Street (SR 501) to Division Street.~~

~~▲~~

~~N. 8 th Avenue, west side from Pioneer Street to dead end.~~

~~▲~~

~~S. Shobert Street, both sides, 4 th Avenue to 8 th Avenue.~~

~~▲~~

~~S. Hillhurst Road.~~

~~▲~~

~~Mill Street, northerly side from Main Avenue to the railroad tracks; southerly side from N. 1 st Avenue to the railroad tracks.~~

~~▲~~

~~S. 65 th Avenue, easterly side from Pioneer Street (SR 501) to S. 5 th Street.~~

~~▲~~

~~S. 56th Place.~~

~~▲~~

~~S. 6th Way.~~

~~▲~~

~~S. 1st Circle.~~

~~▲~~

~~N. 45 th Avenue, Pioneer Street (SR 501) to northerly city limits.~~

~~▲~~

~~N. 35 th Avenue, Pioneer Street (SR 501) to Pioneer Canyon Drive.~~

~~▲~~

~~N. 32 nd Avenue, Smythe Road to one block north of Pioneer Canyon Drive.~~

~~▲~~

~~N. 65 th Avenue, west side adjacent to Fire Station south of N. 10 th Street.~~

~~▲~~

~~S. 9 th Avenue, Pioneer Street (SR 501) to Hillhurst Road.~~

~~▲~~

~~Timm Road, S. 6 th Way north to the cul-de-sac.~~

~~▲~~

~~S. 5 th Street, S. 65 th Avenue to S. 85 th Avenue.~~

~~▲~~

~~N. 10 th Street, south side adjacent to Fire Station west of N. 65 th Avenue.~~

~~▲~~

~~S. 7 th Avenue.~~

~~▲~~

~~Union Ridge Parkway.~~

~~▲~~

~~S. 74 th Place.~~

~~▲~~

~~S. 10 th Street.~~

~~▲~~

~~Heron Drive, Main Avenue to N. 7 th Place.~~

~~▲~~

~~Pioneer Street, west of Main Avenue.~~

~~▲~~

~~S. 11 th Street.~~

~~▲~~

~~All culs-de-sac.~~

~~▲~~

~~All areas designated as a fire lane or within fifteen feet of a fire hydrant or fire department connection (FDC).~~

Subdivisions:

▲

Canyon View:

Sevier Road, west side from White Salmon Drive north to Hillhurst Road.

S. 21 st Court, north side.

S. 19 th Court, south side.

S. 18 th Court, north side.

▲

Cassini View:

S. Phoebe Street, west side.

S. 16 th Drive, south side.

▲

Cedar Ridge:

S. 1 st Street, north side.

S. 2 nd Street, north side.

S. 3 rd Way, north side.

S. 1 st Circle, north side and entire cul-de-sac.

S. 2 nd Way, south side from S. 34 th Place to S. 35 th Place.

S. 4 th Way, south side.

S. 5 th Way, south side.

S. 31 st Place.

S. 32 nd Place, east side from Pioneer Street to Cedar Ridge Drive.

S. 34 th Place, west side.

S. Cedar Ridge Drive, south side from S. 32 nd Place to and including cul-de-sac.

S. 35 th Place.

▲

Columbia Hills:

S. Wind River Way, south side.

S. Cispus Way, south side.

S. Sauk Way, south side.

S. White Salmon Drive, south side.

S. Methow Place, east side.

S. Nisqually Avenue, east side.

▲

Diamond Meadows:

N. 38 th Place, west side.

N. 39 th Court, west side.

N. 1 st Way, south side.

▲

Heron Ridge:

N. 13 th Place, east side.

N. 8 th Way, north side.

N. 12 th Circle, east side.

N. 13 th Way and N. 13 th Place, inside loop.

▲

Hillhurst (Summit Park):

S. 6 th Way, south side.

S. 8 th Way, north side.

S. 14 th Place, west side.

S. 15 th Court, west side.

S. 5 th Circle, south side.

▲

Osprey Pointe:

~~S. 15 th Circle, north side, stop bar to thirty feet east of stop bar.~~

▲

Pioneer Canyon:

~~N. 43 rd Place, east side.~~

~~N. 44 th Place, west side.~~

~~N. Kelsey Place.~~

~~N. 2 nd Way, south side.~~

~~N. 43 rd Court, east side and entire cul-de-sac.~~

~~N. 4 th Circle, north side and entire cul-de-sac.~~

~~N. Kyle Place, Fire Lane.~~

~~N. 42 nd Place, west side.~~

~~N. 5 th Way, north side.~~

~~Allen Creek Drive, east side.~~

~~N. 3 rd Circle, north side and entire cul-de-sac.~~

~~N. 41 st Place and N. 42 nd Place, inside of loop.~~

~~N. 1 st Way, north side.~~

~~N. 6 th Way, fire lane.~~

~~N. 39 th Place, east side.~~

~~N. Horns Corner Drive, west side.~~

~~N. 41 st Avenue, east side.~~

▲

Green Gables:

~~N. 2 nd Way.~~

~~N. 4 th Way.~~

~~N. 33 rd Court, east side.~~

~~N. 3 rd Street, south side.~~

~~N. 6 th Circle.~~

~~N. Helens View Drive cul-de-sac.~~

~~N. 38 th Place, west side.~~

~~N. 39 th Place, west side.~~

~~N. 39 th Court, west side.~~

~~N. 3 rd Circle, north side.~~

~~N. 1 st Street, north side.~~

~~Allen Creek Drive, east side.~~

~~Green Gables Loop, west side (inside edge of loop).~~

▲

Taverner Ridge:

~~S. Ducky Drive, west side.~~

~~S. 17 th Circle.~~

~~S. 18 th Circle, north side.~~

~~S. 15 th Court, west side.~~

~~S. 14 th Court, west side.~~

~~S. Lake River Drive, south side, and north side adjacent to wetland, between S. Great Blue Road and storm pond access road.~~

▲

Wishing Wells:

~~S. 29 th Court, east side.~~

~~S. 23 rd Way, south side.~~

~~S. 31 st Court, east side.~~

~~S. Cornett Drive, south side.~~

~~S. 26 th Avenue, west side.~~

~~S. 22nd Circle, south side.~~

~~"No Truck Parking" Areas~~

▲

~~S. 65th Avenue, westerly side from Pioneer Street (SR 501) to S. 5th Street.~~

~~"No Combination/Trailer Parking"~~

▲

~~Mill Street, both sides between Main Avenue and Third Avenue.~~

▲

~~Pioneer Street (SR 501), 4th Avenue to Main Avenue.~~

▲

~~N. Main Avenue, Pioneer Street (SR 501) to Mill Street.~~

▲

~~S. Main Avenue, Pioneer Street (SR 501) to Sargent Street.~~

~~"No Parking-Bus Zone"~~

~~Simon Street, south side; "From the immediate west side of the alley adjacent the skate park, to a point 50 feet west thereof."~~

~~"Time-Restricted" Parking Areas~~

~~15 Minute Only Parking, Monday through Friday:~~

▲

~~Pioneer Street (SR 501), north side in front of City Hall.~~

~~No Parking between Hours of 7:30 a.m. to 3:30 p.m.:~~

▲

~~Pioneer Street (SR 501), north side, 5th Avenue to S. 7th Avenue.~~

~~Loading Zone, 15 Minute Parking, Monday through Friday 6:00 a.m. to 5:00 p.m.:~~

▲

~~S. Main Avenue, east side, from Pioneer Street (SR 501) to a point 115 feet south. (Commercial vehicles actively loading/unloading permitted unrestricted time to complete loading/unloading, other vehicles 15 minute parking limit).~~

~~(Ord. 1004 § 1 (part), 2008).~~

~~(Ord. No. 1041, § 1, 12-3-2009; Ord. No. 1113, § 1, 9-13-2012; Ord. No. 1150, § 1, 2-13-2014; Ord. No. 1155, § 1, 7-10-2014)~~

~~10.12.022 City manager—Authority.~~

~~The city manager is authorized to provide for up to two fifteen-minute parking spaces per block in the following area:~~

▲

~~Pioneer Street (SR 501), 4th Avenue to Main Avenue.~~

▲

~~N. Main Avenue, Pioneer Street (SR 501) to Mill Street.~~

~~The City Manager may also establish the hours and days when such limit shall be effective.~~

~~(Ord. No. 1155, § 1, 7-10-2014)~~

10.12.023 - Limitation on prolonged parking.

A. No person shall stop, stand or park a vehicle upon any street in the city of Ridgefield for more than seven consecutive days, except as provided in RMC 10.12.033(C).

B. No person shall stop, stand or park a vehicle upon any street in the downtown core area following area for more than twenty-four hours.

▲

The down town core area is defined as Pioneer Street (SR 501); to Mill Street, 4th Avenue to Main Avenue.

C. No person shall stop, stand or park a vehicle within the Ridgefield Park and Ride area for more than forty-eight hours.

D. ~~▲~~Procedure for notification and removal.

1. A law enforcement officer discovering an unauthorized vehicle left upon a street shall visibly mark the vehicle and attach to the vehicle a readily visible notification tag. The tag shall contain the following information:

- o Date and time the tag was attached
- o Identity of the officer
- o A statement that if the vehicle is not removed within twenty-four hours from the time the tag is attached, the officer may issue a parking citation and the vehicle may be taken into custody and stored at the owner's expense
- o A statement that if the vehicle is not redeemed, the registered owner will have committed the traffic infraction of littering – abandoned vehicle; and
- o The address and telephone number where additional information may be obtained

2. If the vehicle has current Washington registration plates, the officer shall check the records to learn the identity of the last owner on record. The officer or his or her department shall make a reasonable effort to contact the owner by telephone in order to give the owner the information on the notification tag.

3. If the vehicle is not removed within twenty-four hours from the time the notification sticker is attached, the law enforcement officer may take custody of the vehicle and provide for the vehicle's removal. A vehicle that does not pose a safety hazard may remain on the roadside for more than twenty-four hours if the owner or operator is unable to remove it from the place where it is located and notifies law enforcement officials to request assistance.

~~N. Main Avenue, Pioneer Street (SR 501) to Mill Street.~~

~~▲~~

~~S. Main Avenue, west side, designated diagonal spots.~~

~~(Ord. No. 1155, § 1, 7-10-2014)~~

10.12.025 - Amendment of parking and traffic regulations.

The ~~city council~~ Traffic Engineer may, from time to time, ~~by ordinance~~ provide for different or additional parking restrictions, traffic regulations, or the installation of different or additional traffic control devices, ~~other than as hereinabove in this chapter specifically provided;~~ subject always to the provision that any such restriction or regulation be properly posted in the area affected. The City Council retains final authority in all parking matters.

(Ord. 1004 § 1 (part), 2008).

(Ord. No. 1113, § 1, 9-13-2012; Ord. No. 1155, § 1, 7-10-2014)

10.12.026 - Traffic engineer—Authority.

The public works director or his/her designee is authorized to exercise the powers and duties of traffic engineer as authorized pursuant to RCW 46.90.260 and 46.90.270, and Chapter 308-330 WAC, the Model Traffic Ordinance, all as now or hereafter amended.

(Ord. 1004 § 1 (part), 2008).

(Ord. No. 1113, § 1, 9-13-2012; Ord. No. 1155, § 1, 7-10-2014)

10.12.030 - Time limit zones.

No person having control over a vehicle may park such vehicle beyond the time limit permitted by official signs. Where a time limit is established by official signs, no person having control over a vehicle may re-park that vehicle on either side of the same street in order to extend the vehicle's parking time beyond the time limits established. For purposes of this section, a vehicle shall be deemed to be re-parked and in violation of this section despite any movement of the vehicle unless the vehicle is moved to a street with a different street name than the street the vehicle was originally parked upon.

(Ord. 1004 § 1 (part), 2008).

(Ord. No. 1113, § 1, 9-13-2012; Ord. No. 1155, § 1, 7-10-2014)

10.12.031 - Stopping, standing or parking.

A.

In addition to provisions of the Washington Model Traffic Ordinance adopted by Chapters 10.04 RMC, no person may park or leave any vehicle, whether attended or unattended, upon the traveled portion of the roadway in such a manner as to block or obstruct the flow of vehicular traffic.

1.

Subsection A of this section does not apply to the driver of any vehicle which is disabled in such a manner and to such extent that it is impossible to avoid stopping and temporarily leaving the vehicle in such a position. The driver shall nonetheless arrange for the prompt removal of the vehicle as required by subsection B of this section.

2.

Subsection A of this section does not apply to the driver of a public transit vehicle who temporarily stops the vehicle upon the roadway for the purpose of and while actually engaged in receiving or discharging passengers at a marked transit vehicle stop zone, or to the driver of a vehicle when actually engaged in the collection of solid waste, recyclables, or yard waste under authority of the city, so long as the vehicle is not parked or left for a longer time than reasonably necessary.

B.

It is unlawful for the operator of a vehicle to leave the vehicle unattended within the limits of the roadway unless the operator of the vehicle arranges for the prompt removal of the vehicle.

(Ord. 1004 § 1 (part), 2008).

(Ord. No. 1113, § 1, 9-13-2012; Ord. No. 1155, § 1, 7-10-2014)

10.12.032 - Parking on municipal property.

A.

Motor vehicle parking or standing on property owned, leased or operated by the city is subject to the following restrictions:

1.

Only motor vehicles belonging to persons who work for the city, who are transacting business with the city or who otherwise have specific permission from the city, may be parked upon such property; and

2.

Where pavement markings or signs designate parking stalls on such property, all motor vehicles must be parked within such stalls and not elsewhere on such property; and

3.

Where pavement markings designate a parking stall or stalls, any motor vehicle parked in a stall must be parked within the designated limits as indicated by the pavement markings; and

4.

Where signs or pavement markings prohibit or restrict parking without authority or permission, no motor vehicle may be parked or left standing without such permission.

B.

Any motor vehicle parked or standing on such property which is not complying with the restrictions set forth herein is subject to traffic infraction provisions of this chapter.

(Ord. 1004 § 1 (part), 2008).

(Ord. No. 1113, § 1, 9-13-2012; Ord. No. 1155, § 1, 7-10-2014)

10.12.033 - Truck, trailer and recreational vehicle parking.

A.

For the purposes of this section the words and phrases shall have the following designated meanings unless a different meaning is expressly provided:

1.

"Residential area" means those areas of the city which have been designated as residential districts for purposes of the zoning code found in Title 18 of this code;

2.

"Trailer" means any vehicle without motive power designed for carrying persons or property on its own structure and to be drawn by a vehicle with motor power. The term "trailer" includes trailer coach, semitrailer, or utility trailer but does not include recreational vehicles such as travel trailers or boat trailers;

3.

"Truck" means any motor vehicle designed primarily for the transportation of property or persons for commercial purposes or the pulling of a trailer as defined in this section;

4.

"Recreational Vehicle" means any motor-home, camper, or other vehicle used for traveling and recreational activities.

B.

No persons shall park or leave standing on any street of any residential area of the city a truck with a gross weight capacity in excess of eighteen thousand pounds.

C.

No persons shall park or leave standing on any street any motor homes, recreational vehicles and utility trailers for a period of two weeks or more during any calendar year.

D.

The provisions of this section shall not apply to any vehicle which is parked or left standing expressly for the purpose of loading or unloading. For the purposes of this section, a reasonable amount of time on any day or successive days to be allowed for loading or unloading shall be four hours unless otherwise permitted by the chief of police of the city.

(Ord. No. 1041, § 1, 12-3-2009; Ord. No. 1113, § 1, 9-13-2012; Ord. No. 1155, § 1, 7-10-2014)

10.12.040 - Enforcement.

Whenever parking time is limited or prohibited on designated streets, it shall be the duty of the public works director and/or his/her designee to erect appropriate signs, curb painting or other appropriate markings giving notice thereof, and no such regulations shall be effective and enforceable unless said signs or other such markings are erected and in place at the time of the alleged offense.

In checking for overtime parking, police officers are authorized to use chalk marks on the tires of parked vehicles, or any other identifying mark that does not deface the vehicle, and it is unlawful for any person to erase or obliterate such mark for the purpose of interfering with such checking for overtime parking.

(Ord. 1004 § 1 (part), 2008).

(Ord. No. 1113, § 1, 9-13-2012; Ord. No. 1155, § 1, 7-10-2014)

10.12.050 - Violation an infraction.

Any violation of the parking prohibitions and restrictions provided in this chapter shall be designated as a traffic infraction and punishable in accordance with state law and/or local ordinance. The monetary amount shall be ninety-five dollars.

(Ord. 1004 § 1 (part), 2008).

(Ord. No. 1041, § 1, 12-3-2009; Ord. No. 1113, § 1, 9-13-2012; Ord. No. 1155, § 1, 7-10-2014)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: September 28, 2017

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Quail Hill Final Plat

GOVERNING LEGISLATION:

RCW 36.70A

PREVIOUS COUNCIL ACTION TAKEN:

Development Agreement adopted by Council on March 9, 2017 with adoption of Ordinance 1228, and a second Development Agreement adopted by Council June 8, 2017 with adoption of Ordinance 1233.

SUMMARY/BACKGROUND:

Quail Hill phase 1 received preliminary plat approval (PLZ-07-0024) on July 11, 2007 and requested an extension of approval in early 2017. Extension of the preliminary plat approval was granted by City Council with the adoption of Ordinance 1228 in March, 2017. The Ridgefield Hearing Examiner issued a Final Order approving the preliminary plat for Quail Hill Subdivision in Union Ridge (PLZ-07-0024). The plat is subject to the Union Ridge Master Plan Development Agreement effective June 30, 2005. The plat is also subject to the development agreement made between the city of Ridgefield and Quail Construction, LLC.

The project proposes to subdivide the 9.02-acre parcel into 61 townhouse lots ranging from 3,238 sq. ft. to 5,772 sq. ft.

The Final Plat must demonstrate compliance with the findings and conditions of approval in the Final Order, post-decision reviews and with applicable City regulations and standards.

The private improvements required for the subdivision are complete and the applicant is required to post a bond equal to 120% of the remaining public improvements. The bond amount is \$745,045.23. Other conditions of approval are listed in the attached memo.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

Staff recommends City Council approve the final plat.

STAFF CONTACT:

Jeff Niten, Community Development Director

ATTACHMENTS:

PLZ-17-0083 Quail_Hill_Final_Plat 20170905 Final 2 (PDF)
6-6-17 Second DA Quail Hill (PDF)



COMMUNITY DEVELOPMENT DEPARTMENT

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

Quail Hill Subdivision – Final Plat

Staff Report

File No. PLZ-17-0083

I. Review Process

Upon receipt of a proposed final plat, the city council shall at their next public meeting set a date for consideration of the final plat at a public meeting. Notice of the date, time and location of the public meeting shall be posted. The city council shall review the final plat during the public meeting and shall approve the final plat if the city council determines that the final plat conforms to the conditions of preliminary plat approval, applicable state laws, and the final plat meets the requirements of Title 18 as it existed at the time of preliminary plat approval. RDC 18.620.130.

II. Basic Facts

Application date: On August 14, 2017, the City received an application for final plat approval for the Quail Hill Subdivision.

City Council hearing date: September 14, 2017

Owner: Quail Hill Development, LLC; 4501 NE Minnehaha, # 200, Vancouver, WA 98661

Property Information: 405 NE 259th Street, Ridgefield, WA; a subdivision in Lot 8, Union Ridge PH 1A; Book 311, Page 406; NE ¼ of NW ¼ of NW ¼ of Sec 27, T4N R1E, WM; 9.02 ac; PIN 215443002; SUB-2008; 61 lots

III. Documents Received

- Final Plat Application checklist
- Narrative
- Plat Sheet 1 and 2
- Landscape Plan
- Lot closure report
- Fidelity National Title Insurance Company Title Report and Guarantees – July 17, 2017
- CC&Rs – August 14, 2017, Unsigned Draft
- Mailing Labels and 300' radius map

IV. Background

The Ridgefield Hearing Examiner issued a Final Order approving the preliminary plat for Quail Hill Subdivision in Union Ridge (PLZ-07-0024). The plat is subject to the Union Ridge Master Plan Development Agreement effective June 30, 2005 and recorded under AF# 41947773, records of Clark County, WA. The plat is also subject to the development agreement made between the city of Ridgefield and Quail Construction, LLC recorded under AF# 5393921, records of Clark County, WA.

The project proposes to subdivide the 9.02-acre parcel into 61 townhouse lots ranging from 3,238 sq. ft. (Lot 27) to 5,772 sq. ft. (Lot 52). The parcel includes critical areas, which must be protected and impacts mitigated.

The Final Plat must demonstrate compliance with the findings and conditions of approval in the Final Order, post-decision reviews and with applicable City regulations and standards. The purpose of this review is to consider whether the applicant has met the conditions of approval, the Ridgefield Development Code, and the City Engineering Standards for Public Work. The review team evaluated the final plat materials provided and offer the following combined comments.

V. Engineering Comments

Engineering comments are provided below.

1. Remove sidewalks from eight-foot public utility easement adjacent to streets. This easement should be for utilities only.
2. Bond for incomplete public improvements at 120% of the total of costs and materials including sales tax as approved Public Works. Total bond amount \$745,045.23.

Contact Brenda Howell, at (360) 857-5022 (Brenda.Howell@ci.ridgefield.wa.us) with engineering questions.

VI. Survey Comments

Survey comments are as follows:

3. Land Surveyor's Certification on Sheet 1 of 2 deviates from the form prescribed in RMC 18.620.120(L).
4. Accuracy of Legal Description of the face of the Plat on Sheet 1 of 2 cannot be verified without a current copy of the Subdivision Guarantee/Title Report. RMC 18.620.120(C).
5. The boundary of the parent parcel differs from the courses shown on the Plat that created the lot and relies on found corner positions per legend. Per WAC 332-130-050(f)(ii) show deed calls that are at variance with the measured distances and directions of the surveyed parcel.

(RMC= Ridgefield Municipal Code 18.610 Short Plats); (WAC= Washington Administrative code 332-130-050 Survey map Requirements)

Contact Dan Lierman, P.L.S, Gray and Osborne

VII. Land Use Planning Comments

Planning comments are provided below.

1. At the time of construction and at all times thereafter, the development shall comply with all approval requirements established in applicable plans, policies, regulations and standards adopted at the time of this application, including but not limited to, the Ridgefield Urban Area Comprehensive Plan (RUACP), the Ridgefield Capital Facilities Plan (RCFP), the Ridgefield Development Code (RDC), the Ridgefield Engineering Standards for Public Works (Engineering Standards), current water and sanitary sewer plans, and the Stormwater Management Manual for the Puget Sound Basin (Puget Sound Manual).
2. The proposal shall comply with all terms and conditions of approval for the original decision, PLZ-07-0024.
3. Please submit a signed and recorded copy of the CC&Rs.
4. All street names on the final plat shall conform to the City of Ridgefield Street Renaming Committee Manual. See attached street name and addressing file
5. Tract A, Critical Area Buffer:
 - a) In areas along residential lots, the boundary of the outer edge the wetland buffer shall be delineated with permanent fencing and buffer signage.

Contact: Jeff Niten, Community Development Director, (360) 857-5013, jeff.niten@ci.ridgefield.wa.us

VIII. Addressing

See attached Plat and Addressing Table and Map.

IX. Conclusion

Please submit revised materials as described in this staff memo.

Quail Hill Addressing

Lot #	Address	Lot #	Address	Lot #	Address	Lot #	Address	Lot #	Address
Quail Crossing Pl		S 11th St		Quail Run Pl		S 13th St		Quail Hill Pl	
East (even) side of street		South (odd) side of street		East (even) side of street		South (odd) side of street		East (even) side of street	
43	1248 S Quail Crossing Pl	52	7251 S 11 th St	31	1292 S Quail Run Pl	25	7333 S 13 th St	12	1394 S Quail Hill Pl
44	1204 S Quail Crossing Pl	51	7267 S 11 th St	41	1248 S Quail Run Pl	24	7347 S 13 th St	11	1350 S Quail Hill Pl
47	1190 S Quail Crossing Pl	North (even) side of street		40	1204 S Quail Run Pl	23	7361 S 13 th St	10	1306 S Quail Hill Pl
48	1146 S Quail Crossing Pl	53	7208 S 11 th St	39	1190 S Quail Run Pl	22	7375 S 13 th St	9	1292 S Quail Hill Pl
		54	7224 S 11 th St	38	1146 S Quail Run Pl	21	7389 S 13 th St	8	1248 S Quail Hill Pl
		55	7238 S 11 th St	37	1102 S Quail Run Pl	20	7401 S 13 th St	7	1204 S Quail Hill Pl
		56	7254 S 11 th St	West (odd) side of street		19	7415 S 13 th St	6	1190 S Quail Hill Pl
		57	7268 S 11 th St	42	1245 S Quail Run Pl	18	7429 S 13 th St	5	1146 S Quail Hill Pl
		58	7284 S 11 th St	45	1201 S Quail Run Pl	17	7443 S 13 th St	4	1102 S Quail Hill Pl
		59	7298 S 11 th St	46	1189 S Quail Run Pl	16	7457 S 13 th St	3	1088 S Quail Hill Pl
		60	7306 S 11 th St	49	1145 S Quail Run Pl	15	7471 S 13 th St	2	1044 S Quail Hill Pl
		61	7322 S 11 th St	50	1101 S Quail Run Pl	14	7485 S 13 th St	1	1000 S Quail Hill Pl
						13	7499 S 13 th St	West (odd) side of street	
						North (even) side of street		32	1275 S Quail Hill Pl
						26	7346 S 13 th St	33	1205 S Quail Hill Pl
						27	7358 S 13 th St	34	1191 S Quail Hill Pl
						28	7370 S 13 th St	35	1147 S Quail Hill Pl
						29	7382 S 13 th St	36	1103 S Quail Hill Pl
						30	7394 S 13 th St		

Quail Hill Final Plat
Page 6

Packet Pg. 55

Quail Hill Subdivision Plat (2 sheets)

Insert two sheets here

Attachment: PLZ-17-0083 Quail_Hill_Final_Plat_20170905 Final 2 (Quail Hill Final Plat)

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

Jordan Ramis PC
Attn: James D. Howsley
1499 S.E. Tech Center Place, Suite 380
Vancouver, WA 98683

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): Quail Hill Development, LLC, a Washington limited liability company; Pioneer Estates LLC, a Colorado limited liability company; Union Ridge Property Owners' Association, a Washington nonprofit corporation

GRANTEE: CITY OF RIDGEFIELD, WASHINGTON

ABBREVIATED LEGAL DESC: _____

FULL LEGAL DESC: See **Exhibit** ____ To This Document

ASSESSOR'S PROPERTY TAX

PARCEL ACCOUNT NUMBER(S): 215443-002; 215383-000; 215443-008; 215443004
and 215443006

REFERENCE NUMBER OF
RELATED DOCUMENTS: _____

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

DEVELOPMENT AGREEMENT

Effective Date: _____

PARTIES:

Quail Hill Development, LLC, a Washington limited liability company is the owner of APN 215443-002, situated in Ridgefield, WA (“Quail Hill 1 Property”). The legal description for this parcel is attached as **Exhibit A**. This parcel is to be developed for residential purposes pursuant to the terms of preliminary plat approval issued July 11, 2007, Final Order PLZ-07-0024 (“Quail Hill at Union Ridge”)

Pioneer Estates, LLC, a Colorado limited liability company and Quail Hill Development, LLC, a Washington limited liability company (all collectively “Quail Hill 2 Developer”) are the owners of APN 215443004, situated in Ridgefield, WA (“Quail Hill 2 Property”). The legal description for this parcel is attached as **Exhibit B**. This parcel is to be developed for residential purposes, with all open space requirements to be consistent with the terms and provisions set forth in this Agreement.

Pioneer Estates, LLC, a Colorado limited liability company and Quail Hill Development, LLC, a Washington limited liability company (all collectively “Quail Hill 3 Developer”) are the owners of APN 215443006, situated in Ridgefield, WA (“Quail Hill 3 Property”). The legal description for this parcel is attached as **Exhibit C**. This parcel is to be developed for residential purposes, with all open space requirements to be consistent with the terms and provisions set forth in this Agreement.

Union Ridge Property Owners’ Association, a Washington nonprofit corporation (“Open Space Owner”) is the owner of APN 215383000, situated in Ridgefield, WA (“Open Space Property”). The legal description for this parcel is attached as **Exhibit D**. This parcel is to be maintained and improved as an open space tract, as detailed herein and depicted on **Exhibit E**, which, along with the trail easement provisions on APN 215443008, satisfy all open space requirements imposed in conjunction with development of the Quail Hill 1 Property, Quail Hill 2 Property, and Quail Hill 3 Property.

Pioneer Estates, LLC, a Colorado limited liability company (“Easement Grantor”) is the owner of APN 215443008, situated in Ridgefield, WA (“Trail Easement Property”). The legal description for this parcel is attached as **Exhibit F**. This parcel is subject to an easement for a walking trail as detailed herein and depicted on **Exhibit E**, which, along with the open space provisions on APN 215383000, satisfy all open space requirements imposed in conjunction with development of the Quail Hill 1 Property, Quail Hill 2 Property, and Quail Hill 3 Property.

The City of Ridgefield is a Washington municipal corporation (“City”), and is responsible for land use planning and permitting pursuant to the Growth Management Act, RCW 35A.63 and RCW 58.17.

Developer and City are collectively referred to as the Parties.

AUTHORITIES

The parties are authorized to enter this Development Agreement by RCW 36.70B.170(1).

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic costs of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and

agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements;

RCW 58.17.140 provides that a final plat must generally be submitted for approval within five (5) years after preliminary plat approval. However, if the preliminary plat was approved before January 1, 2015, the applicant has seven (7) years to submit a final plat; and if a preliminary plat was approved before January 1, 2008 and is not subject to the Shoreline Management Act, the applicant has ten (10) years to file for final plat approval. Cities and counties may adopt procedures by ordinance for extensions of these time periods. Further, RCW 58.17.140 provides that nothing prevents a City from adopting by ordinance procedures which would allow extensions of time that may or may not contain additional or altered conditions and requirements.

Ridgefield Development Code (“RDC”) Section 18.620.080(B) authorizes the City Council to extend final plat approval for a period of up to two years upon application. Extensions are subject to the criteria and conditions detailed under RDC 18.620.080(B).

The City is authorized to enter into a development agreement to define the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement

RECITALS:

1. The City issued preliminary plat approval for the Quail Hill 1 Property on July 11, 2007, Final Order PLZ-07-0024 (“Quail Hill at Union Ridge”), attached as **Exhibit H** (the “Preliminary Plat Approval” and Subdivision Map).
2. Preliminary plat approval will expire July 11, 2017.
3. On March 9, 2017, the City approved a Development Agreement (“First DA”) to extend the Quail Hill 1 preliminary plat approval, after finding that the standards for extension as defined under RDC 18.620.080(B)(1), (2), (3), and (4)(c) were satisfied.
4. The First DA extended the preliminary plat approval for a period of one year, to July 11, 2018; PROVIDED that a supplemental Development Agreement (“Supplemental DA”) is recorded on or before June 30, 2017 as detailed herein.
5. This Development Agreement serves as the “Supplemental DA.” The purpose of this Supplemental DA is as follows:

- a. Define how the Open Space Parcel (215383000) and Easement Parcel (215443008) will be utilized to satisfy all open space requirements imposed as a condition of the development of the Quail Hill 11 (215443002); Quail Hill 2 (215443004), and Quail Hill 3 (215443006). The agreement executed between the owners of the Open Space Parcel, Easement Parcel, Quail Hill Parcel 1, Quail Hill Parcel 2, and Quail Hill Parcel 3 is attached hereto and incorporated by reference as **Exhibit G** (“**Owners’ Agreement**”).
 - b. Formalize the **Open Space Amenity Plan** which provides location and construction detail for the walking trail, benches, sport court, tot lots and similar amenities. The Open Space Amenity Plan is attached hereto and incorporated by reference as **Exhibit E**.
6. The City will benefit from the Quail Hill 1 preliminary plat extension and Open Space Amenity Plan, as it will enable the Quail Hill plat to be timely and appropriately developed to meet current residential housing needs and generate associated revenue for the City, and will ensure that the City receives the benefit of the creative and integrated development of the large Open Space Parcel for recreational purposes at a percentage that exceeds the code required percentage for all three parcels (Quail Hill 1, Quail Hill 2, and Quail Hill 3) subject to residential development and subject to the terms of this Supplemental DA.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

As provided in the First DA, Preliminary plat approval for the Quail Hill 1 development is extended to July 11, 2018;

The Owners’ Agreement executed between the owners of the Open Space Parcel, Easement Parcel, Quail Hill Quail Hill 1, Quail Hill 2, and Quail Hill 3, attached hereto as **Exhibit G**, is approved and compliance with the Owners’ Agreement shall satisfy all open space requirements imposed in conjunction with the development of the Quail Hill Quail Hill 1, Quail Hill 2, and Quail Hill 3 parcels.

The Open Space Amenity Plan attached hereto as **Exhibit E** is approved and open space amenities shall be preserved and developed as provided in the plan and pursuant to the terms of the Owners’ Agreement.

At the time that a Homeowners’ Association(s) are formed in conjunction with development of Quail Hill 1, Quail Hill 2, and Quail Hill 3 parcels, such Association(s) shall be bound by the terms of this Supplemental DA and the Owners’ Agreement and Open Space Amenity Plan. The governing instruments of such Association(s) shall

explicitly reference this Supplemental DA and the Owners' Agreement and shall incorporate terms regarding associated obligations and benefits.

The recording of this Supplemental DA will satisfy the First DA's requirement that "a supplemental Development Agreement be recorded on or before June 30, 2017...;"

Nothing in this Agreement may be interpreted as modifying the Union Ridge Master Plan, the Union Ridge Development Agreement dated June 30, 2005 recorded under Clark County Auditor's File No. 4194773, as amended, the Declaration of Covenants, Conditions, Restrictions, and Easements for Union Ridge recorded on April 15, 2003 under Clark County Auditor's File No. 3621230, as amended, and the Union Ridge vested rights. Nor shall this Agreement be interpreted to modify the conditions and regulations applicable to Union Ridge, except as modified in this Agreement.

The Parties, Authorities and Recitals sections of this Supplemental DA are fully incorporated by reference herein.

MISCELLANEOUS PROVISIONS

Recitals. Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

Execution of Agreement; Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts; each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts – PROVIDED that all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Effective Date. This Agreement is effective on the date of recording.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded.

City's Reserved Authority. Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent

required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion generally is not a serious threat to public health and safety but the impact of congestion at any particular location may degrade to a level that constitutes a safety hazard, and that such action will only be taken by legislative act of the Ridgefield City Council after appropriate public process.

Authorization. The persons executing this Agreement on behalf of all real property subject to this development agreement and the City are authorized to do so and, upon execution by such parties, this Development Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Run with the Land. This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the Clark County Auditor.

Term. The Term of this Agreement will expire ten (10) years from the date of execution, unless earlier extended by the Parties.

Public Hearing. The Ridgefield City Council has approved execution of this Agreement by ordinance after a public hearing.

Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Performance. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

Inconsistencies. If any provisions of the Ridgefield Development Code and land use regulations are deemed inconsistent with this Agreement, the court shall first attempt to

harmonize the provisions and if unable to do so, the provisions of this Agreement will prevail, excepting the City's reserved authority as explicitly defined herein.

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records.

Survival. Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

No Benefit to Third Parties. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter, and merges, supersedes, and terminates the Prior Development Agreements.

Notices. All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City:	City of Ridgefield
With a copy to:	Steve Stuart P.O. Box 608 Ridgefield, WA 98642-0608
Quail Hill Developer:	Quail Hill Development LLC 4501 NE Minnehaha Vancouver, WA 98661

With a copy to: Jordan Ramis, PC
 Attn: James D. Howsley
 1499 SE Tech Center Place, Suite 380
 Vancouver, WA 98683

Pioneer Estates, LLC: _____

With a copy to: _____

Union Ridge Property Owners' Association:

With a copy to: _____

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

Time is of the Essence. Time is of the essence in the performance of and adherence to each and every provision of this Agreement.

Non-waiver. Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

Headings, Table of Contents. The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Interpretation of Agreement; Status of Parties. This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

Signatures appear on the following pages.

QUAIL HILL DEVELOPMENT, LLC

By: _____ Date _____
Its: _____

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____, of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

Notary Public for Washington
My appointment expires _____

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

UNION RIDGE PROPERTY OWNERS' ASSOCIATION

By: _____
 Its: _____

_____ Date

State of Washington)
) ss.
 County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____, of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

 Notary Public for Washington
 My appointment expires _____

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

PIONEER ESTATES, LLC

By: _____ Date _____
Its: _____

State of _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____, of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

Notary Public for _____
My appointment expires _____

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

City of Ridgefield

By: _____ Date _____
Its: _____

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____, of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

Notary Public for Washington
My appointment expires _____

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

Approved as to form:

City Counsel

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

EXHIBIT A**Legal Description Quail Hill 1 Property APN 215443002**

Lot 8, Union Ridge Phase 1A, according to the plat thereof, recorded in Volume 311 of Plats, at Page 406, records of Clark County, Washington.

EXHIBIT B**Legal Description Quail Hill 2 Property APN 215443004**

LOT 9, UNION RIDGE PHASE 1A, ACCORDING TO THE PLAT RECORDED IN VOLUME "311" OF PLATS AT PAGE 406, RECORDS OF CLARK COUNTY WASHINGTON.

EXHIBIT C**Legal Description Quail Hill 3 Property APN 215443006**

LOT 10, UNION RIDGE PHASE 1A, ACCORDING TO THE PLAT RECORDED IN
VOLUME "311" OF PLATS AT PAGE 406, RECORDS OF CLARK COUNTY
WASHINGTON.

EXHIBIT D

Legal Description Open Space Property APN 215383000

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)



Fidelity National Title Company

For APN/Parcel ID(s): 215383-000

Parcel I

A tract of land in a portion of the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 27, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, more particularly described as follows:

BEGINNING at the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 27; thence North 89°51'07" West, along the South line of the Northeast quarter of said Section 27, for a distance of 236.27 feet, to a point at the topographic break at the top of a ravine; thence along the said topographic break the following courses and distances; thence North 60°39'47" East, 60.67 feet; thence North 60°39'47" East, 48.41 feet; thence North 56°09'04" East, 70.71 feet; thence North 24°20'45" East, 57.43 feet; thence North 03°01'41" East, 81.74 feet; thence North 02°32'54" East, 69.58 feet; thence North 04°52'34" East, 69.03 feet; thence North 06°45'01" East, 85.78 feet; thence North 05°06'05" West, 103.01 feet; thence North 15°51'49" East, 83.12 feet; thence North 42°49'22" East, 60.57 feet; thence North 42°42'48" East, 102.09 feet; thence North 34°28'22" East, 64.74 feet; thence North 48°13'25" East, 63.55 feet; thence North 38°47'18" East, 12.00 feet; thence North 64°41'09" West, 49.02 feet; thence North 75°22'22" West, 37.80 feet; thence South 89°01'28" West, 51.35 feet; thence North 87°07'47" West, 27.02 feet; thence North 66°18'22" West, 64.32 feet; thence North 52°57'05" West, 55.14 feet; thence North 46°36'05" West, 55.21 feet; thence North 60°41'50" West, 125.70 feet; thence North 61°11'41" West, 94.46 feet; thence North 48°04'12" West, 58.74 feet; thence North 15°19'35" West, 17.85 feet; thence North 60°58'07" East, 19.18 feet; thence South 80°57'52" East, 67.19 feet; thence South 83°33'12" East, 91.18 feet; thence South 57°09'04" East, 68.93 feet; thence South 71°06'42" East, 56.52 feet; thence South 35°29'56" East, 38.23 feet; thence South 47°07'09" East, 42.50 feet; thence South 73°24'50" East, 232.57 feet; thence South 65°50'50" East, 22.80 feet; thence North 23°49'09" East, 17.74 feet; thence North 05°48'23" West, 45.89 feet; thence North 0°39'15" East, 65.47 feet; thence North 11°36'32" East, 39.38 feet; thence North 30°04'56" East, 62.05 feet; thence North 53°01'34" East, 63.05 feet; thence North 56°56'25" East, 68.07 feet; thence North 69°22'15" East, 63.09 feet; thence North 86°01'33" East, 35.32 feet; thence South 16°14'23" East, 50.62 feet; thence South 01°30'14" West, 82.21 feet; thence South 54°22'19" West, 69.62 feet; thence South 29°10'43" West, 194.30 feet; thence South 25°33'26" West, 105.26 feet; thence South 31°20'55" West, 108.94 feet; thence South 35°11'21" West, 196.78 feet; thence South 44°09'18" West, 28.32 feet; thence South 09°05'12" East, 60.69 feet; thence South 13°58'31" East, 41.90 feet; thence South 20°58'51" West, 32.99 feet; thence South 09°33'54" East, 96.16 feet, to an existing tree line; thence along the existing tree line the following courses and distances; thence North 72°40'30" East, 57.42 feet; thence North 86°46'07" East, 103.86 feet; thence North 88°21'09" East, 151.49 feet; thence North 87°56'20" East, 231.40 feet; thence South 16°55'31" East, 102.57 feet; thence South 29°35'54" West, 125.04 feet; thence South 10°59'00" West, 153.39 feet; thence South 10°59'00" West, 9.25 feet to the South line of the Northwest quarter of the Northeast quarter of said Section 27; thence North 89°51'07" West, along the South line of the Northwest quarter of the Northeast quarter of said Section 27, for a distance of 594.29 feet to the TRUE POINT OF BEGINNING.

Parcel II

An easement for ingress, egress, over, under and across a strip of land in a portion of the Southwest

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

EXHIBIT "A"

(continued)

quarter of the Southeast quarter of Section 22 and the Northwest quarter of the Northeast quarter of Section 27, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, being 20.00 foot in width 10.00 feet left and right of a centerline more particularly described as follows:

BEGINNING at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 22; thence South $89^{\circ}50'43''$ East, along the North line of the Southwest quarter of the Southeast quarter of said Section 22, for a distance of 700.00 feet, to the TRUE POINT OF BEGINNING; thence South $00^{\circ}19'01''$ West, to and along the centerline of an existing gravel road, for a distance of 1220.00 feet; thence South $52^{\circ}08'18''$ West, 292.98 feet to the terminus of said centerline description.

EXHIBIT E
Open Space Amenity Plan



EXHIBIT F**Legal Description Burdened Easement Property APN 215443008**

TRACT A, UNION RIDGE PHASE 1A, ACCORDING TO THE PLAT RECORDED
IN VOLUME "311" OF PLATS AT PAGE 406, RECORDS OF CLARK COUNTY
WASHINGTON.

EXHIBIT G
Owner's Agreement

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

After Recording, Return to:

RECORDING COVER SHEET

OWNERS' AGREEMENT: OPEN SPACE OWNERSHIP, DEVELOPMENT, MAINTENANCE AND USE

GRANTORS: Quail Hill Development, LLC, a Washington limited liability company; Pioneer Estates LLC, a Colorado limited liability company; Union Ridge Property Owners' Association, a Washington nonprofit corporation

GRANTEE: Quail Hill Development, LLC, a Washington limited liability company; Pioneer Estates LLC, a Colorado limited liability company; Union Ridge Property Owners' Association, a Washington nonprofit corporation

Abbreviated Legal Description:

Complete legal descriptions set forth on Exhibits

Assessor's Tax Parcel Nos.:

215443008, 215383000, 215443006, 215443004, 215443002

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

**OWNERS' AGREEMENT:
OPEN SPACE OWNERSHIP, DEVELOPMENT, MAINTENANCE AND USE**

THIS OWNERS' AGREEMENT FOR OPEN SPACE OWNERSHIP, DEVELOPMENT, MAINTENANCE AND USE ("**Agreement**") is dated for reference purposes _____, and is made for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by and between:

Quail Hill Development, LLC, a Washington limited liability company ("Quail Hill 1 Developer") is the owner of APN 215443-002, situated in Ridgefield, WA ("Quail Hill 1 Property"). The legal description for this parcel is attached as **Exhibit A**. This parcel is to be developed for residential purposes pursuant to the terms of preliminary plat approval issued July 11, 2007, Final Order PLZ-07-0024 ("Quail Hill at Union Ridge")

Pioneer Estates, LLC, a Colorado limited liability company and Quail Hill Development, LLC, a Washington limited liability company (all collectively "Quail Hill 2 Developer") are the owners of APN 215443004, situated in Ridgefield, WA ("Quail Hill 2 Property"). The legal description for this parcel is attached as **Exhibit B**. This parcel is to be developed for residential purposes, with all open space requirements to be consistent with the terms and provisions set forth in this Agreement.

Pioneer Estates, LLC, a Colorado limited liability company and Quail Hill Development, LLC, a Washington limited liability company (all collectively "Quail Hill 3 Developer") are the owners of APN 215443006, situated in Ridgefield, WA ("Quail Hill 3 Property"). The legal description for this parcel is attached as **Exhibit C**. This parcel is to be developed for residential purposes, with all open space requirements to be consistent with the terms and provisions set forth in this Agreement.

Union Ridge Property Owners' Association, a Washington nonprofit corporation ("Open Space Owner") is the owner of APN 215383000, situated in Ridgefield, WA ("Open Space Property"). The legal description for this parcel is attached as **Exhibit D**. This parcel is to be maintained and improved as an open space tract, as detailed herein and depicted on **Exhibit E**, which, along with the trail easement provisions on APN 215443008, satisfy all open space requirements imposed in conjunction with development of the Quail Hill 1 Property, Quail Hill 2 Property, and Quail Hill 3 Property.

Pioneer Estates, LLC, a Colorado limited liability company ("Easement Grantor") is the owner of APN 215443008, situated in Ridgefield, WA ("Trail Easement Property"). The legal description for this parcel is attached as **Exhibit F**. This parcel is subject to an easement for a walking trail as detailed herein and depicted on **Exhibit E**, which, along with the open space provisions on APN 215383000, satisfy all open space requirements imposed in conjunction with development of the Quail Hill 1 Property, Quail Hill 2 Property, and Quail Hill 3 Property.

RECITALS

A. Residential development is planned to occur on Quail Hill 1 Property (215443002); Quail Hill 2 Property (215443004), and Quail Hill 3 Property (215443006).

B. In conjunction with this residential development, the City of Ridgefield (“City”) imposes open space requirements.

C. The Open Space Amenity Plan, attached hereto as **Exhibit E** and incorporated by reference, depicts open space amenities as approved by the City. The purpose of this Agreement is to establish the terms of open space ownership, development, maintenance and use.

AGREEMENT

1. CONSTRUCTION, MAINTENANCE AND REPAIR. All open space amenities shall be constructed by the owner of Quail Hill 1 Property (currently Quail Hill 1 Developer) and maintained pursuant to the terms of this Owners’ Agreement, and the Open Space Amenity Plan, attached hereto as **Exhibit E** and incorporated by reference.

2. EASEMENTS. A Trail Easement over portions of parcel 215443008, and an Open Space Easement over the entire parcel 215383000 provide the legal basis for the construction, development, maintenance and use of these parcels for open space and trail purposes. No residential development may occur on parcel 215383000.

3. CONSTRUCTION DETAILS. Construction of the open space amenities depicted on the Open Space Amenity Plan, attached hereto as **Exhibit E**, shall proceed as follows:

TIMING – All open space improvements depicted on the Open Space Amenity Plan will be constructed by the owner of Quail Hill 1 Property (currently Quail Hill 1 Developer) in conjunction with the residential development on Quail Hill 1 Property parcel 215443002 (“Quail Hill at Union Ridge”), and shall be completed prior to the issuance of a certificate of occupancy for the final residential unit constructed on parcel 215443002 as authorized by the Quail Hill at Union Ridge plat or July 11, 2021, whichever occurs first. In the event the improvements are not constructed prior to final plat approval, the owner of Quail Hill 1 Property at that time shall execute a bond in a form acceptable to the City to guarantee construction of the improvements. The construction of these open space improvements, and recording of open space easements fully encumbering parcel 215383000 and partially encumbering parcel 215443008, shall satisfy all open space requirements associated with residential development of parcels 215443002, 215443004, and 215443006.

PAYMENT – All open space improvements depicted on the Open Space Amenity Plan will be paid for by the owner of Quail Hill 1 Property parcel 215443002. To the extent that parcels 215443004 and 215443006 are not owned in common with parcel 215443002, parcels 215443004 and 215443006 shall pay their proportionate share of the documented costs of construction of open space improvements depicted on the Open Space Amenity Plan, based on a ratio of the number of residential lots developed upon each parcel, at the time of final plat approval for each respective parcel, compared to the total number of platted residential lots within parcels 215443002, 215443004 and 215443006.

4. MAINTENANCE DETAILS. Maintenance of the open space amenities depicted on the Open Space Amenity Plan, attached hereto as **Exhibit E**, shall be administered as follows:

RESPONSIBLE PARTY – The owner of Quail Hill 1 parcel 215443002 shall be responsible for maintenance of all open space amenities depicted on the Open Space Amenity Plan, until such time as the owner of Quail Hill 1 parcel 215443002 formally transfers this obligation to a properly constituted Homeowners' Association or Associations vested with jurisdiction and authority over the residential developments located on parcel(s) 215443002, 215443004 and 215443006. At the time responsibility for maintenance of open space amenities is transferred to a single Homeowners' Association or multiple Homeowners' Associations, the cost associated with maintenance of open space amenities shall be equally prorated among all residential lots on parcels 215443002, 215443004 and 215443006. For purposes of the City's rights of enforcement under paragraph 5, any Homeowners' Associations vested with responsibility for maintenance of any open space amenities approved in the Open Space Amenity Plan shall be jointly and severally liable to the City for such maintenance. Fees for open space amenity maintenance may only be imposed upon residential lots by a properly constituted Homeowners' Association with jurisdiction over the subject lots.

MAINTENANCE OBLIGATIONS – Open space amenities shall be maintained in a condition generally equivalent to that at the time of original construction, in accordance with generally accepted industry standards and in the manner depicted on the Open Space Amenity Plan and any City approved landscape maintenance plans. Modifications to the Open Space Amenity Plan or maintenance standards require approval by the City of Ridgefield and a vote of approval as required for any Homeowner Association(s) with open space amenity maintenance obligations.

In no event shall the Union Ridge Property Owners Association, or its successor, as owner of parcel number 215383000 (Open Space Property), be responsible for any aspect of maintenance of this open space parcel.

Pioneer Estates LLC, or its successor, as owner of parcel number 215443008 (Easement Property) shall remain responsible for all maintenance of the Easement Property with the exception of the open space recreational trail and associated easement developed pursuant to the terms of this Agreement and Open Space Amenity Plan.

5. ENFORCEMENT. The City, or any owner of any real property currently identified as parcel numbers 215383000 (currently owned by Union Ridge Property Owners Association), 215443008 (currently owned by Pioneer Estates LLC), 215443006 (currently owned by Pioneer Estates LLC and Quail Hill Development LLC), 215443004 (currently owned by Pioneer Estates LLC currently owned by Pioneer Estates LLC and Quail Hill Development LLC), and 215443002 and as identified in the future following subdivision of these master parcels, as well as the holder of any recorded mortgage or deed of trust on any of these parcels (as now existing or as subdivided in the future), or any homeowners association with jurisdiction over any of these parcels, shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Agreement. The City shall have the right to proceed jointly and severally against Quail Hill 1 Developer or any of the Homeowner's Associations with jurisdiction over any of these parcels. In the event suit or action is instituted to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial or on appeal or petition for review of such suit or action, or in arbitration, in addition to any other sums provided by law.

6. INDEMNIFICATION. All individuals and entities with legal interest in the parcel numbers 215383000 (currently owned by Union Ridge Property Owners Association), 215443008 (currently owned by Pioneer Estates LLC), 215443006 (currently owned by Pioneer Estates LLC and Quail Hill Development LLC), 215443004 (currently owned by Pioneer Estates LLC and Quail Hill Development LLC), and 215443002 and as identified in the future following subdivision of these master parcels, and any homeowners association with jurisdiction over any of these parcels, shall indemnify and hold the all individuals and entities with ownership interest in parcels 215383000 and 215443008 harmless from and against all claims, losses and liabilities resulting from injuries and/or damages that may be caused by or result from entry upon or use of parcels 215383000 and 215443008 for purposes associated with this Agreement.

7. COVENANTS RUNNING WITH THE LAND. This Agreement shall be deemed a covenant running with the land and shall inure to the benefit of and shall be binding upon the respective grantees, successors, and assigns of the parties.

Nothing in this Agreement may be interpreted as modifying the Union Ridge Master Plan, the Union Ridge Development Agreement dated June 30, 2005 recorded under Clark County Auditor's File No. 4194773, as amended, the Declaration of Covenants, Conditions, Restrictions, and Easements for Union Ridge recorded on April 15, 2003 under Clark County Auditor's File No. 3621230, as amended, and the Union Ridge vested rights. Nor shall this Agreement be interpreted to modify the conditions and regulations applicable to Union Ridge, except as modified in this Agreement.

8. INTERPRETATION. This Agreement shall be construed in accordance with the laws of the State of Washington. If any provision or term of this Agreement is

determined to be unenforceable by any court of competent jurisdiction, such finding shall not impair any of the remaining provisions hereof.

9. SUCCESSORS AND NO IMPLIED TERMINATION. The terms and provisions of this Agreement shall deemed covenants running with the land and shall be appurtenant to, bind, burden and run with all parcels identified herein, and shall be binding upon the parties hereto and their respective grantees, assigns or successors in interest. This Agreement shall not be terminated by implication, nonuse or abandonment and no release of any of the rights granted hereunder shall arise by waiver or course of conduct unless such termination or release is evidenced by a recorded agreement to such effect executed by all real property benefitted or burdened by this Agreement, and any homeowners association(s) with jurisdiction over such real property.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto with respect to the terms detailed herein, and supersedes any prior oral or written understandings or agreements regarding it. No provision of this Agreement may be modified or waived unless and to the event such modification or waiver is evidenced by a subsequent written agreement executed by the party or parties to be charged therewith. Any failure or delay in enforcing the terms and conditions of this Agreement shall not constitute a waiver of the right to subsequently do so.

11. NOTICES. Notices under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, a notice is deemed effective when delivered to recipient, as registered or certified mail, postage prepaid, at the address(es) to which notices of property tax assessments affecting the subject property are mailed by the County Tax Assessor's Office according to the assessor's records, or to such other address as the recipient may designate by written notice to the other parties to this Agreement.

QUAIL HILL DEVELOPMENT, LLC

By: _____ Date _____
Its: _____

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____, of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

UNION RIDGE PROPERTY OWNERS' ASSOCIATION

By: _____
 Its: _____

_____ Date

State of Washington)
) ss.
 County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____, of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, _____.

 Notary for the State of Washington
 My commission expires: _____

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

PIONEER ESTATES, LLC

By: _____
Its: _____

_____ Date

State of _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____, of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, _____.

Notary for the State of _____
My commission expires: _____

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

City of Ridgefield

By: _____ Date _____
Its: _____

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____, of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

Approved as to form:

City Counsel

EXHIBIT A**Legal Description Quail Hill 1 Property APN 215443002**

Lot 8, Union Ridge Phase 1A, according to the plat thereof, recorded in Volume 311 of Plats, at Page 406, records of Clark County, Washington.

EXHIBIT B**Legal Description Quail Hill 2 Property APN 215443004**

LOT 9, UNION RIDGE PHASE 1A, ACCORDING TO THE PLAT RECORDED IN
VOLUME "311" OF PLATS AT PAGE 406, RECORDS OF CLARK COUNTY
WASHINGTON.

EXHIBIT C**Legal Description Quail Hill 3 Property APN 215443006**

LOT 10, UNION RIDGE PHASE 1A, ACCORDING TO THE PLAT RECORDED IN
VOLUME "311" OF PLATS AT PAGE 406, RECORDS OF CLARK COUNTY
WASHINGTON.

EXHIBIT D

Legal Description Open Space Property APN 215383000

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)



For APN/Parcel ID(s): 215383-000

Parcel I

A tract of land in a portion of the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 27, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, more particularly described as follows:

BEGINNING at the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 27; thence North 89°51'07" West, along the South line of the Northeast quarter of said Section 27, for a distance of 236.27 feet, to a point at the topographic break at the top of a ravine; thence along the said topographic break the following courses and distances; thence North 60°39'47" East, 60.67 feet; thence North 60°39'47" East, 48.41 feet; thence North 56°09'04" East, 70.71 feet; thence North 24°20'45" East, 57.43 feet; thence North 03°01'41" East, 81.74 feet; thence North 02°32'54" East, 69.58 feet; thence North 04°52'34" East, 69.03 feet; thence North 06°45'01" East, 85.78 feet; thence North 05°06'05" West, 103.01 feet; thence North 15°51'49" East, 83.12 feet; thence North 42°49'22" East, 60.57 feet; thence North 42°42'48" East, 102.09 feet; thence North 34°28'22" East, 64.74 feet; thence North 48°13'25" East, 63.55 feet; thence North 38°47'18" East, 12.00 feet; thence North 64°41'09" West, 49.02 feet; thence North 75°22'22" West, 37.80 feet; thence South 89°01'28" West, 51.35 feet; thence North 87°07'47" West, 27.02 feet; thence North 66°18'22" West, 64.32 feet; thence North 52°57'05" West, 55.14 feet; thence North 46°36'05" West, 55.21 feet; thence North 60°41'50" West, 125.70 feet; thence North 61°11'41" West, 94.46 feet; thence North 48°04'12" West, 58.74 feet; thence North 15°19'35" West, 17.85 feet; thence North 60°58'07" East, 19.18 feet; thence South 80°57'52" East, 67.19 feet; thence South 83°33'12" East, 91.18 feet; thence South 57°09'04" East, 68.93 feet; thence South 71°06'42" East, 56.52 feet; thence South 35°29'56" East, 38.23 feet; thence South 47°07'09" East, 42.50 feet; thence South 73°24'50" East, 232.57 feet; thence South 65°50'50" East, 22.80 feet; thence North 23°49'09" East, 17.74 feet; thence North 05°48'23" West, 45.89 feet; thence North 0°39'15" East, 65.47 feet; thence North 11°36'32" East, 39.38 feet; thence North 30°04'56" East, 62.05 feet; thence North 53°01'34" East, 63.05 feet; thence North 56°56'25" East, 68.07 feet; thence North 69°22'15" East, 63.09 feet; thence North 86°01'33" East, 35.32 feet; thence South 16°14'23" East, 50.62 feet; thence South 01°30'14" West, 82.21 feet; thence South 54°22'19" West, 69.62 feet; thence South 29°10'43" West, 194.30 feet; thence South 25°33'26" West, 105.26 feet; thence South 31°20'55" West, 108.94 feet; thence South 35°11'21" West, 196.78 feet; thence South 44°09'18" West, 28.32 feet; thence South 09°05'12" East, 60.69 feet; thence South 13°58'31" East, 41.90 feet; thence South 20°58'51" West, 32.99 feet; thence South 09°33'54" East, 96.16 feet, to an existing tree line; thence along the existing tree line the following courses and distances; thence North 72°40'30" East, 57.42 feet; thence North 86°46'07" East, 103.86 feet; thence North 88°21'09" East, 151.49 feet; thence North 87°56'20" East, 231.40 feet; thence South 16°55'31" East, 102.57 feet; thence South 29°35'54" West, 125.04 feet; thence South 10°59'00" West, 153.39 feet; thence South 10°59'00" West, 9.25 feet to the South line of the Northwest quarter of the Northeast quarter of said Section 27; thence North 89°51'07" West, along the South line of the Northwest quarter of the Northeast quarter of said Section 27, for a distance of 594.29 feet to the TRUE POINT OF BEGINNING.

Parcel II

An easement for ingress, egress, over, under and across a strip of land in a portion of the Southwest

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

EXHIBIT "A"
(continued)

quarter of the Southeast quarter of Section 22 and the Northwest quarter of the Northeast quarter of Section 27, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, being 20.00 foot in width 10.00 feet left and right of a centerline more particularly described as follows:

BEGINNING at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 22; thence South $89^{\circ}50'43''$ East, along the North line of the Southwest quarter of the Southeast quarter of said Section 22, for a distance of 700.00 feet, to the TRUE POINT OF BEGINNING; thence South $00^{\circ}19'01''$ West, to and along the centerline of an existing gravel road, for a distance of 1220.00 feet; thence South $52^{\circ}08'18''$ West, 292.98 feet to the terminus of said centerline description.

EXHIBIT E
Open Space Amenity Plan



EXHIBIT F**Legal Description Burdened Easement Property APN 215443008**

TRACT A, UNION RIDGE PHASE 1A, ACCORDING TO THE PLAT RECORDED
IN VOLUME "311" OF PLATS AT PAGE 406, RECORDS OF CLARK COUNTY
WASHINGTON.

EXHIBIT H

Preliminary Plat Approval (PLZ-07-0024; Quail Hill at Union Ridge)

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

**BEFORE THE LAND USE HEARINGS EXAMINER
CITY OF RIDGEFIELD, WASHINGTON**

**REGARDING THE APPLICATION FOR A)
PRELIMINARY PLAT TO SUBDIVIDE 9.02 ACRES)
INTO 61 DETACHED TOWNHOUSE LOTS IN THE)
MDR-16 ZONING DISTRICT IN THE CITY OF)
RIDGEFIELD, WA.)**

**FINAL ORDER
(REVISED 7-11-07)**

**QUAIL HILL AT UNION RIDGE
PLZ-07-0024**

APPROVED WITH CONDITIONS

INTRODUCTION

This is a Type III Subdivision application for 61 detached townhouse lots on approximately 9.02 acres zoned MDR-16. The development is proposed on Lot 8 of the Union Ridge Master Plan and is subject to the Union Ridge Development Standards and Design Guidelines. The average lot size is approximately 3,820 square feet.

LOCATION: The property is located along the southeast side of South 10th Street on Lot #8 of the Union Ridge Master Plan in the Northwest ¼ of Section 27, Township 4 North, Range 1 East of the Willamette Meridian. Account #215443-002. The site is addressed as 405 NE 259th Street, Ridgefield, WA.

OWNER/APPLICANT: Quail Construction LLC, 4501 NE Minnehaha, Suite 200, Vancouver, WA 98661.

COMP PLAN/ ZONING: Medium Density Residential (MDR-16), Union Ridge Master Plan

APPROVAL CRITERIA: RDC 13.08 (Development Charges for Water and Sewer Connections); RDC 18.070 (Impact Fees); RDC 18.220 (Medium Density Residential Districts – MDR-16); RDC 18.280 (Sensitive Lands/Density Transfer Overlay District); RDC 18.600 (Subdivisions); RDC 18.620 (Procedure for Subdivision); RDC 18.810 (Environmental Standards) and the Union Ridge Design Guidelines.

APPLICATION PROCESSING:

Subdivision Application Submitted:	April 12, 2007
Determination of Technical Completeness Issued	May 8, 2007
Notice of Application w/ optional DNS:	May 16, 2007

FINAL ORDER – Quail Hill at Union Ridge (PLZ-07-0024)

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Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

Notice of Public Hearing / DNS	June 13, 2007
Staff Report and Notice of Decision Issued (5 days before hearing):	June 21, 2007
Hearing before the Ridgefield Hearing Examiner	June 27, 2007

SERVICES:

Streets:	South 10 th Street
Sewer:	City of Ridgefield
Water:	City of Ridgefield
Fire District:	Clark County Fire District No. 12

HEARING AND RECORD

The Public Hearing on this matter was held on June 27, 2007 and the record was closed at the conclusion of the hearing. A record of all testimony received into the record is included herein as Exhibit A (Parties of Record), Exhibit B (Taped Proceedings), and Exhibit C (Written Testimony). These exhibits are filed with the City of Ridgefield Recorder.

Hearing:

Erin Toman, the lead City Planner on this application, introduced the site, summarized the issues in the Staff Report and recommended approval. In doing so she testified that proposed condition A-3 should be stricken because Union Ridge Development Standards do not specify side yard setbacks. (See Exhibit 7)

Curt Stonex, the applicant's representative, accepted Staff's recommended conditions.

There was no other testimony.

FINDINGS

The Hearing Examiner adopts as his own and incorporates by reference the findings and conclusions contained in the June 21, 2007 Staff Report and Recommendation, except to the extent expressly modified or supplemented herein. Only the issues and the approval criteria raised in the course of the application, at the hearing or before the close of the record, are discussed in this section. Any standard that might be deemed to be an applicable approval criteria but which was not raised by staff, the applicant or a party to the proceeding has been waived as a contested issue, and no argument with regard to any such issue or criterion can be raised in any subsequent appeal. Criteria not discussed specifically in these findings below are deemed to be met. The following findings support this decision and are related to the issues that were raised during these proceedings:

A. COMPLIANCE WITH RDC 13.08 (DEVELOPMENTAL CHARGES FOR WATER & SEWER CONNECTIONS)

Findings:

Pursuant to RDC 13.08 the applicant is required to pay sewer and water system development charges for connections to the public sewer and public water system at time of or prior to building permit issuance. A **condition** of approval is warranted requiring the payment of sewer and water system development charges prior to the issuance of any building permits for the project.

B. COMPLIANCE WITH RDC 18.070 (IMPACT FEES)

Finding:

Staff finds that RDC 18.070 (Impact Fees) grants the City the authority to charge traffic impact fees. A **condition** will require that prior to or at time of building permit issuance the applicant should pay the required traffic impact fee. This fee should be calculated by the City Engineer pursuant to RDC 18.070.080.C.

C. COMPLIANCE WITH RDC 18.220 (MEDIUM DENSITY RESIDENTIAL DISTRICTS)

Finding:

The project is within the Union Ridge Master Plan, which is governed by the Union Ridge Master Plan Development Agreement effective June 30, 2006. Within the Development Agreement are Development Standards & Design Guidelines. Section 3 of the Development Agreement specifies that the Union Ridge Development Standards & Design Guidelines shall “apply to govern build out of all of the properties in the Union Ridge Master Plan listed in the Final Order in lieu of the development standards set forth in RDC 18.240.111(F). Furthermore, RDC 18.240.111(F) specifies that “any development standards contained in a development agreement adopted pursuant to RDC 18.310.150 apply in lieu of any other development standards contained in RDC, unless otherwise provided. Essentially, the Union Ridge Development Standards & Design Guidelines “apply and govern” over the Ridgefield Development Code as they relate to such things as: setbacks, landscaping, parking, lighting, fencing, screening and other standards. The Ridgefield Development Code applies in areas not addressed by the Design Guidelines. The City is not responsible for administering or enforcing standards or restrictions that exceed the requirements of the Ridgefield Development Code, such as the Building Design Guidelines. These are to be enforced by the Union Ridge Architectural Review Committee.

Density

The Union Ridge Master Plan is allocated 314 residential units. Residential housing may be constructed at a rate of 20% per year for the first 3 years from the date of the approved Master Plan (September 2, 2005). 63 units are allocated from September 2, 2005 to September 1, 2006. Beginning September 2, 2006 an additional 63 units may be allocated. The applicant is proposing 61 detached residential units which is within the density allocation for the Union Ridge Master Plan.

Site Design Standards & Guidelines (page 11, Design Guidelines)

Staff finds that the proposed site complies with the exterior setback requirements specified in the Union Ridge Development Standards, however, the interior side yard setback requirement

is not specified in the Design Guidelines as the applicant is proposing *detached* townhomes, not attached, as implied by the Design Guidelines. Therefore, the internal side yard setback requirement, should comply with the Ridgefield Development Code. RDC 18.220.065.B.3 states that the minimum side yard for a townhouse shall be 5 feet for the side yard that is not attached to another townhouse. The applicant is proposing 4 feet between structures, which does not comply. However, after further discussion with the Community Development Director, a 4 foot internal side yard setback is acceptable.

Landscape Standard (page 13, Design Guidelines)

The Landscaping standards as reference in the Union Ridge Design Guidelines are written to apply to industrial buildings. Therefore the requirements of the Ridgefield Development code apply. RDC 18.220.150 requires street trees to be planted at 25 foot intervals. A **condition** will require a final landscape plan be submitted prior to final plat approval to ensure that the street tree planting requirement is installed in accordance with the submitted final landscaping plan.

Residential Buildings (pages 31 & 35, Design Guidelines)

A **condition** of approval will require that this project go through the Design Review process to show compliance with the Residential Building requirements as specified in the Union Ridge Design Guidelines. Written compliance with the Design Review shall be submitted prior to Final Plat approval.

D. COMPLIANCE WITH RDC 18.280 (CRITICAL AREAS)

Previous Critical Area work has occurred within the Union Ridge Master Development per a Wetland Delineation Report prepare by the JD White Company, Inc. dated June 2001 and two previous Wetland Delineation Reports prepared by The Resource Company, Inc., dated September 17, 1998 and November 30, 1998.

Based on the submitted Wetland and Habitat Determination Report and Buffer Modification Proposal prepared by Ecological Land Services, Inc. dated June, 2007, buffer averaging is proposed in those critical areas impacted by the platted lots on site. Because the applicant is proposing to impact the wetland and buffer area, they fall under the Critical Area Ordinance RDC 18.280.

Pursuant to RDC 18.280.150.C.1.c, public streets, sewer facilities and stormwater facilities may impact wetlands and their buffers, as long as the impacts are mitigated according to an approved mitigation plan. Ecological Land Services provided a Wetland and Buffer Modification Plan that outlines mitigation for the proposed impacts to these areas. Based on the submitted Modification Plan, mitigation to the buffer impacts of Wetland A will occur at a ratio of 1.8:1, and mitigation to the Type F stream buffer will occur at a ratio of 1:1, which meets or exceeds the standards listed in RDC Table 18.280-7 "Mitigation Ratios". The proposal avoids sensitive lands to the greatest extent possible and will comply with the RDC 18.280 subject to the following **conditions**:

1. The project shall comply with all recommendations made in the Wetland and Habitat Determination Report and Buffer Modification Proposal submitted by Ecological Land Services, Inc, dated June, 2007.
2. On the final plat, or within a conservation easement, identify the type of critical area, the buffer width, and a note stating that the identified critical areas are protected area subject to regulation by the City of Ridgefield, RDC 18.280.
3. In areas along residential lots, the boundary of the outer edge of the wetland buffer shall be delineated with permanent survey stakes using iron or concrete markers as established by local survey standards.
4. In areas along residential lots, the boundary at the outer edge of the wetland buffer shall be identified with temporary signs prior to any site alteration. Such temporary signs shall be replaced with permanent signs prior to occupancy of the site.
5. In critical areas along residential lots, permanent signs shall be installed and shall be wood or metal and the colors shall blend in with the natural environment. Signs shall be spaced a maximum interval of one sign per lot and at a minimum of every 200 feet. The sign shall state, "The area beyond this sign is a wetland or wetland buffer. Alteration or disturbance is prohibited by law. Please call the City of Ridgefield for more information."
6. Unless otherwise authorized, all buildings and other structures shall be set back a minimum of five (5) feet from the edges of all critical areas buffers. Uses allowed in this minimum setback area include landscaping, uncovered decks, and building overhangs that extend no more than twenty-four (24) inches into the setback.

E. COMPLIANCE WITH RDC 18.810 (ENVIRONMENTAL STANDARDS-SEPA):

Pursuant to the State Environmental Policy Act (SEPA), RCW 43.21C, the Community Development Director, as the responsible official, issued a Determination of Non-Significance (DNS) for the proposal on June 13, 2007. The determination was based on a review of the environmental checklist and other pertinent documents, resulting in the conclusion that the proposal would not cause probable significant adverse impacts on the environment. Therefore, an environmental impact statement (EIS) was not required prior to proceeding with the review process. Agencies, affected tribes, and the public were offered the opportunity to comment on the determination for 14 days subsequent to published notice.

ENGINEERING SECTION:

F. General Description.

The site is located within Lot 8 of the Union Ridge Subdivision. The total area is approximately 9 acres, of which the applicant proposes to subdivide into 61 lots with detached residential homes within the Union Ridge Master Plan. The site is located in the northwest and northeast quarter of Section 27, Township 4 North, Range 1 East of the Willamette Meridian. The assessor's tax account number is 215443-002.

G. Proposed Street Pattern and Circulation.

The proposed access to the site will be provided from S. 5th Street S. 74th Place and South 10th Street which has recently been constructed as part of the previously approved Union Ridge Parkway project

Ridgefield Municipal Code (RMC) Section 18.630.060 and Engineering Standards Section 2.01 provide design criteria for street pattern and circulation. These sections require a maximum intersecting street spacing of 500 feet. The applicant proposes a roadway network to serve the lots created on the site that generally meets the intersecting street spacing criteria. The proposed street layout meets the requirements of the City's street pattern and circulation requirements by providing a network of local streets through the site and providing adequate connectivity to adjacent properties for potential through connections.

RMC 18.630.060.B discourages double fronted lots. Lots 53 through 61 are proposed as double frontage lots, with S 10th Street to the north and S. 11th Street to the south. Since S. 10th Street is classified as a minor arterial, this will be acceptable as long as no access is allowed from S. 10th Street.

H. Street Design and Frontage Improvements (Chapter 2 of the Engineering Standards)

The proposed project fronts on South 10th Street. The City's Transportation Capital Facility classifies S. 10th Street as a minor arterial. This roadway was designed and approved as part of the construction plans for the Union Ridge Parkway. Frontage improvements have been designed and almost entirely completed as part of the Union Ridge Development. Any remaining frontage improvements including sidewalks, curb and gutter, and landscaping, shall be completed by the developer in accordance with City of Ridgefield Engineering Design Standards.

Table 2.03A of the Engineering Standards provides criteria for street design. The proposed interior streets for the subdivision would be classified as Residential Local A streets based on their traffic volumes. The applicant proposes to construct these streets with a 28-foot paved width in a 50-foot right-of-way. Therefore the proposed interior streets would meet the requirements of Table 2.03A of the Engineering Standards.

I. Transportation Concurrency

A Trip Generation Letter was provided by Group Mackenzie in a letter dated December 4, 2006 to Steven Wall. The trip generation letter estimates a total of 584 average daily trips will be generated from this subdivision. Since this project is within the area previously analyzed in the Union Ridge Master Plan traffic analysis, no separate analysis of impacted intersections is provided. The trip generation letter demonstrates that traffic generated by the proposed project will be within the limits identified in the Union Ridge Traffic Analysis for

Phase 1 and Phase 2 improvements that have either been completed or are currently being constructed. Therefore, payment of Traffic Impact Fees will be adequate mitigation for this development. The City Engineer originally requested the following comments be addressed prior to Land Use Approval to ensure that total trips are being adequately tracked for the Union Ridge Development.

1. In Table 3, Union Ridge Development, Phase 2 Trip Accounting, the ADT, AM and PM peak trips for UNFI are different from those presented in the Ideal Foods Trip Generation letter, dated December 4, 2005 by Group Mackenzie. This difference should be reconciled.
2. It is unclear if some of the trips from Dollar Tree and Hinton Industrial are part of Phase 2. If so, these trips should be accounted for in Table 3. These two developments show up in a Table in the above Trip Generation Letter for Ideal Foods. This difference should be reconciled.

A letter, dated June 20, 2007, from Hopper Dennis Jellison was submitted to the city and does address these concerns. It was determined that the trip generation is satisfactory.

J. Water Service (Chapter 5 of the Engineering Standards)

The application materials indicated that this development will be served by a 10-inch water main along South 10th Street that was constructed as part of the Union Ridge Parkway project. Water will be provided to the site via an 8-inch water main connection to the existing water line.

According to the 2005 Water System Plan Update, the City has water rights to serve approximately 3,700 EDUs and existing well capacity to serve approximately 2,370 EDUs. Per the 2005 Water System Plan, the City served approximately 1,795 EDUs in 2005. With the addition of approximately 188 residential building permits issued in 2006, 28 residential building permits issued in 2007 and 57 residential building permits ready to be issued, the City currently serves approximately 2,068 EDUs. Therefore the City currently has adequate water capacity to serve the proposed development. However, the combination of previously approved developments and this development will create enough additional demand to approach the limit of existing water rights and source capacity. Additional source capacity will be necessary to provide water to meet the demands expected from all the developments now anticipated. The City is currently in the process of developing additional well sources in Abrams Park and in the Junction Area. These are projected to come on line in 2007 and 2008. The City is also negotiating with Clark Public Utilities to potentially supply water to the City in the future.

The proposed development site is within the Upper Pressure Zone and is served by the 600,000 gallon reservoir located near the high school and the 100,000 gallon Junction Reservoir. With the CPU emergency intertie the Upper Pressure Zone has adequate storage to serve this project. The construction of a second Upper Pressure Zone reservoir in the I-5

junction area is a high priority to balance out the system and to meet the projected demands for the Junction area. This new reservoir will be needed to provide adequate storage for all the developments currently anticipated in the Upper Pressure Zone. Design of this reservoir is currently scheduled for 2007 with construction in 2008.

Based on current service commitments the city water system presently has source and storage capacity to meet the needs of this proposed development. However, there is no guarantee or set aside of service capacity with preliminary plat approval, as it is the City's policy that service commitment occurs when it is paid for at the time building permits are issued.

K. Sanitary Sewer Service. (Chapter 4 of the Engineering Standards)

The application materials show gravity sanitary sewer service being provided by an 8-inch sanitary sewer line along South 10th Street that was constructed as part of the Union Ridge Parkway project. Sewer will be provided to the site via an 8-inch connection to the existing sewer line.

The City of Ridgefield provides wastewater treatment at its Lake River wastewater treatment plant (WWTP). The plant currently has a rated maximum month flow capacity of 0.5 million gallons per day (MGD). The maximum recorded average daily flow was 0.49 MGD in January 2006. The average flow from December 2005 to February 2006 was approximately 0.4 MGD, and the average flow from December 2006 to February 2007 was approximately 0.395 MGD. Since January 2006, the City has issued approximately 216 building permits and currently has 57 building permits that are ready to be issued. Assuming 375 gallons per day per residential connection, the 216 issued permits and the 57 pending permits will use approximately 102,375 gallons per day of capacity. The additional 78 EDUs from this project will produce 29,250 gpd. The City of Ridgefield has recently completed construction of an expansion of the WWTP to 0.7 MGD. This additional capacity became operational in February 2007 and is awaiting approval from Department of Ecology. Per the City's Capital Facilities Plan, further expansion of the WWTP to a capacity of 1.8 MGD is planned to be completed in 2009. With these planned expansions, the City has made adequate provision for wastewater treatment for this development. **However, there is no guarantee or set aside of service capacity with site plan approval, as it is the city's policy that service commitment occurs when it is paid for at the time building permits are issued.**

Wastewater from this site will drain to the City's existing Junction Lift Station. The City's Sewer Capital Facility Plan indicates that a gravity sewer main will be extended from this lift station to the Pioneer Canyon lift station that is currently being constructed. Until this gravity sewer main and lift station are constructed, the existing Junction Lift Station will need to continue to convey wastewater to the downtown gravity sewer system. The existing Junction Lift Station currently has a capacity of approximately 150 gpm, which is equal to approximately 200 equivalent dwelling units (EDUs). Based on 2005 operating records, the station is currently serving approximately 90 EDUs. Within the area tributary to this lift station, there are six buildings that have been constructed since 2005 or are currently under

construction. The buildings are as follows:

Clark Co. Fire District 12 Fire Station – 5 EDUs
 Heron Gate – 15 EDUs
 Hinton Building A – 8 EDUs
 North Pacific Union Conference - 26 EDUs
 Parr Lumber – 4 EDUs
Pacific Crest Custom Cabinets – 16 EDUs
UNFI – 8 EDUs (estimate based on meter size)
Ideal Foods – 5 EDUs (estimate based on meter size)

TOTAL = 87 EDUs

Therefore the Junction Lift Station has approximately 23 EDUs of capacity that have not been committed. The Pioneer Crossing development has recently obtained land use approval with a condition requiring them to evaluate and potentially upgrade the Junction Lift Station. The American's Body Company is pursuing a project that will use additional capacity in the lift station (the exact number of EDUs is yet to be determined). Since the Pioneer Crossing development will generate an additional 63 EDUs of wastewater, the capacity of this lift station is reaching its limit. Therefore, the applicant will need to provide an analysis of the Junction Lift Station that includes the previously committed capacity identified above and provide improvements to the lift station as necessary to support this development.

L. Storm Drainage. (Chapter 3 of the Engineering Standards)

The Engineering Standards require stormwater facilities to be designed in accordance with the Department of Ecology 1992 *Stormwater Management Manual for Puget Sound*. Information presented in the Preliminary Drainage Analysis dated April 5, 2007 for Quail Hill at Union Ridge demonstrates it is possible to comply with the Puget Sound manual treatment and detention requirements before discharge to a natural drainage course.

Prior to Engineering Plan approval, a Final Stormwater Report shall be prepared in accordance with the City Standards. The final stormwater report should be a stand-alone document. Accordingly, all reports previously prepared for facilities proposed to treat flows from this site should be included as an Appendix.

M. Grading & Erosion Control. (Volume 3 of the Engineering Standards)

Per Volume 3 of the Engineering Standards, a grading and erosion control plan will be required and proper erosion control measures must be maintained throughout construction. An NPDES construction stormwater permit will need to be obtained from the Department of Ecology.

Due to the location of the site adjacent to a Gee Creek tributary, construction within sensitive lands and buffers should be allowed only between May 1st and October 30th. Lots 1 through 12 abut a wetlands and stream buffer. As long as construction is performed outside these buffers, this restriction will not apply.

COMMENTS

FIRE DEPARTMENT REVIEW COMMENTS:

Clark County Fire District No. 12 submitted comments for this land use review in their letter dated May 11, 2007. (Attachment A). A **condition** will require the site to be developed consistently with their recommendations.

DEPARTMENT OF ECOLOGY COMMENTS:

The Washington State Department of Ecology submitted comments in a letter dated May 30, 2007. A **condition** will require the applicant to follow the recommendations outlined in the Department of Ecology's May 30, 2007 letter (Attachment B).

DEPARTMENT OF FISH AND WILDLIFE COMMENTS:

The Washington Department of Fish and Wildlife submitted comments in an e-mail, dated May 30, 2007. A **condition** will require the applicant to follow the recommendation outlined in the Department of Fish and Wildlife's May 30, 2007 letter (Attachment C).

PUBLIC COMMENTS:

No public comments were received.

DECISION

The Type III Subdivision application as proposed is consistent or can be made consistent through **conditions of approval** with RDC 13.08 (Development Charges for Water and Sewer Connections); RDC 18.070 (Impact Fees); RDC 18.220 (Medium Density Residential Districts – MDR-16); RDC 18.280 (Sensitive Lands/Density Transfer Overlay District); RDC 18.600 (Subdivisions); RDC 18.620 (Procedure for Subdivision); and RDC 18.810 (Environmental Standards) and Union Ridge Design Guidelines; therefore, the Examiner grants **APPROVAL** to PLZ-07-0024 subject to compliance with the following **CONDITIONS OF APPROVAL**:

A. The following are general conditions of approval that apply to the project:

1. Unless otherwise specified herein, at the time of construction and at all times thereafter, the development shall comply with all approval requirements established in applicable plans, policies, regulations and standards adopted at the time of this application, including but not limited to, the Ridgefield Urban Area Comprehensive Plan (RUACP), the Ridgefield Capital Facilities Plan (RCFP), the Ridgefield Development Code (RDC), the Ridgefield Engineering Standards for Public Works (Engineering Standards), current water and sanitary sewer plans, and the Stormwater Management Manual for the Puget Sound Basin (Puget Sound Manual), and Union Ridge Design Guidelines.

FINAL ORDER – Quail Hill at Union Ridge (PLZ-07-0024)

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2. If no construction has begun within five (5) years of the date of preliminary approval, such approval shall expire and all permits and approvals shall become null and void, and a new application, subject to applicable laws and regulations then in effect, shall be required for any development on the subject property.
3. The project shall comply with all recommendations made in the Wetland and Habitat Delineation Report and Buffer Modification Plan submitted by Ecological Land Services, Inc, dated June 2007.
4. Pursuant to RCW 27.53.060 it is unlawful to remove or alter any archaeological resource or site without having obtained a written permit from the Washington State Office of Archaeology and Historic Preservation; Upon any discovery of potential or known archaeological resources at the subject site prior to or during on-site construction, the developer, contractor, and/or any other parties involved in construction shall immediately cease all on-site construction, shall act to protect the potential or known historical and cultural resources area from outside intrusion, and shall notify, within a maximum period of twenty-four hours from the time of discovery, the City of Ridgefield Community Development Department of said discovery.
5. Comply with all requirements within the Fire Department letter dated May 11, 2007.
6. Comply with all requirements within the Department of Ecology letter dated May 30, 2007
7. Comply with all requirements within the Department of Fish and Wildlife e-mail dated May 30, 2007.
8. Prior to grading, the boundary at the outer edge of the wetland buffer shall be identified with temporary signs prior to any site alteration. Such temporary signs shall be replaced with permanent signs prior to occupancy of the site (see Condition E4)

B. The following must be accomplished prior to Engineering Approval (Note: Engineering Approval is required prior to commencement of any on-site construction):

1. With the exceptions of the modifications approved herein, all public improvements shall be designed and constructed in accordance with the City of Ridgefield Engineering Standards.
2. Street and Frontage Improvements must be designed as follows:
 - a. Any remaining improvements to S. 10th Street shall meet the Minor Arterial Standard (RESPWC 2.03A).

- b. South 11th Street, Quail Hill Parkway, South 12th Street, Quail Run Parkway and Quail Crossing Parkway shall be designed to the Residential Local A standard (RESPWC 2.03A)
- 3. All public utility infrastructure shall be designed and approved consistent with the City of Ridgefield Engineering Standards for Public Works Construction (RESPWC), subject to final engineering approval from the Ridgefield Public Works Department, including but not limited to the following:
 - a. Submit plans for water and sewer infrastructure. Provide an engineering report for the Junction Lift Station and design improvements as necessary to support this development,
 - b. Submit complete plans for stormwater management facilities including final Stormwater Technical Information report. Design all storm drainage facilities as shown on the site plan materials to comply with the 1992 Department of Ecology Puget Sound Surface Water Design Manual. Since the stormwater treatment facilities for this development are to be designed by others (Gee Creek Stormwater Facility), the final Stormwater Report shall include an analysis of those facilities' ability to treat runoff from this development.
- 4. Present engineered construction plans of all public improvements to Ridgefield Public Works Department and Clark County Fire District #12 for review and approval.

C. The following must occur within 5 years of the date of preliminary plat approval and prior to Final Plat approval:

- 1. Substantially complete all construction items listed in B-2 and B-3 above. Secure for any remaining construction items in accordance with City Standards.
- 2. In areas along residential lots, the boundary of the outer edge the wetland buffer shall be delineated with permanent survey stakes using iron or concrete markers as established by local survey standards.
- 3. Submit a Final Landscape Plan to be reviewed and approved by the Community Development Department.
- 4. Submit documentation that this development went through the Design Review process and is in compliance with the Residential Building requirements as specified in the Union Ridge Design Guidelines.
- 5. On the Final Plat, or within a covenant easement, identify the type of critical area, the buffer width, and a note stating that the identified critical area is a protected area and subject to regulation by the City of Ridgefield, RDC 18.280.

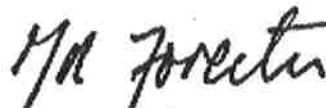
D. The following must be accomplished prior to issuance of Building Permit:

1. Submit information on water and sewer demands for proper sizing of services and calculation of SDCs. Pay water and sewer system development charges.
2. Pay all required impact fees and system development charges.
3. Unless otherwise authorized, all buildings and other structures shall be set back a minimum of five (5) feet from the edges of all critical areas buffers. Uses allowed in this minimum setback area include landscaping, uncovered decks, building overhangs that extend no more than twenty-four (24) inches into the setback.
5. Temporary signs delineating the wetland buffers shall be installed prior to development

E. Prior to issuance of certificate of occupancy the applicant or successors in interest shall:

1. Submit documentation that all outstanding planning, engineering, and building invoices have been paid to the City.
2. All landscaping shall be installed pursuant to the approved plans.
3. All street trees shall be planted at 25 feet on center in accordance with RDC 18.210.150.
4. In critical areas along residential lots, permanent signs shall be installed and shall be wood or metal and the colors shall blend in with the natural environment. Signs shall be spaced a maximum interval of one sign per lot and at minimum every 200 feet. The sign shall state, "The area beyond this sign is a wetland or wetland buffer. Alteration or disturbance is prohibited by law. Please call the City of Ridgefield for more information."
5. Comply with all Building, Clark County Fire District 12, and Americans with Disabilities Act requirements.
6. Construction must be consistent with the approved design review and building plans.

Dated this 11 day of July 2007



J. Richard Forester
Hearing Examiner

NOTE: *Only the decision and the condition of approval are binding on the applicant as a result of this order. Other parts of the final order are explanatory, illustrative and/or descriptive. They may be requirements of local, state, or federal law, or requirements which reflect the intent of the applicant, the city staff, or the Examiner, but they are not binding on the applicant as a result of the final order unless included as a condition.*

APPEAL: Pursuant to Section 2.24.100 of RMC this decision of the Hearings Examiner is appealable to the Clark County Superior Court within **21** calendar days after the date of the issuance of this decision as provided in RCW 36.70C.

EXHIBITS

1. Application Submittal Packet (Black Binders), Preliminary Plat, April 21, 2007
2. Noticing Materials
3. Comment Letter from Washington State Department of Ecology
4. Comment Letter from Fire District 12
5. Revised Preliminary Plat, June 2007
6. Revised Wetland and Habitat Determination and Buffer Modification Plan, June 2007

Attachment: 6-6-17 Second DA Quail Hill (Quail Hill Final Plat)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: September 28, 2017

ITEM: PUBLIC HEARING/BUSINESS

AGENDA ITEM TITLE: Heritage Trees

PREVIOUS COUNCIL ACTION TAKEN:

First reading and public hearing was held before City Council on July 13, 2017. Second reading was held July 27, 2017.

SUMMARY/BACKGROUND:

Part of the 2017 Planning Commission work program included research and development of a Heritage Tree ordinance for the city. Staff has undertaken research into various tree protection and Heritage Tree ordinances throughout the state to find qualities of those regulations that would fit Ridgefield's unique character and goals. During the May 3rd Planning Commission meeting Commission members and staff discussed various provisions and applicability to Ridgefield. The Planning Commission held a Public Hearing on June 7, 2017 and recommended approval of a draft code.

After the Public Hearing on July 13 and second reading on July 27 the Council directed staff to research various aspects of the draft code, and offered suggestions about improvements to the draft. Staff has completed the requested changes and prepared a new draft for Council to consider.

BUDGET/FINANCIAL IMPACTS:

None

RECOMMENDED ACTION OR MOTION:

None

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS:

- Heritage Tree Ordinance V.6 (DOCX)
- Main and Maple (JPG)
- Main and Maple name plate (JPG)
- Oak (JPG)
- Main and Division (JPG)
- Old_apple_tree (JPG)

ORDINANCE NO.**HERITAGE TREES****ORDINANCE NO. 1241****AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON
ADDING CHAPTERS WITHIN TITLE 18 OF THE RIDGEFIELD MUNICIPAL CODE**

ADDING CHAPTER 18.840 (HERITAGE TREES).

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

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

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

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

WHEREAS, the Ridgefield City Council passed additional resolutions after this time period that revised the development regulations, including Ordinance Nos. 1072, 1108, 1132, 1178, 1230, and 1232; and

WHEREAS, the Ridgefield Planning Commission, after conducting public meetings and public hearings on the additions to Title 18 on June 7, 2017, forwarded recommendations to amend Title 18 to the City Council; and

WHEREAS, the City of Ridgefield submitted notice of the proposed amendments to the Washington State Department of Commerce on May 24, 2017 consistent with RCW 36.70A; and

WHEREAS, consistent with WAC 197-11-340(2), on May 23, 2017 the City of Ridgefield issued a Determination of Non-significance regarding the proposed Ridgefield Development Code update; and,

WHEREAS, the public comment period expired on June 7, 2017 and the City addressed all comments received; and,

WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the amendments to Title 18 during a regularly scheduled City Council meeting held on July 13, 2017; and

WHEREAS, the Ridgefield City Council conducted a second ordinance reading on the proposed amendments to Title 18 during a regularly scheduled meeting held on July 27, 2017; and

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

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to adopt amendments to Title 18 to ensure that the City's development and zoning regulations continue to implement the Ridgefield Urban Area Comprehensive Plan.

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

Adds Title 18, Chapters: 18.840, Heritage Trees.

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 27th DAY OF JULY, 2017.

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Basarab,
Deputy City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: September 28, 2017

Second Reading/Passage: October 12, 2017

Date of Publication:

Effective Date:

EXHIBIT A:

Amendments of Title 18 of the Ridgefield Municipal Code

HERITAGE TREES

18.840.010 – Purpose and Intent

The purpose of this Chapter is to ensure that the City and any areas that may become part of the City will continue to realize the benefits provided by its heritage trees, and to establish a process and standards which will minimize uncontrolled cutting or destruction of heritage trees.

18.840.020 - Heritage Tree Inventory

- A. The City shall develop an inventory of Heritage Trees that shall satisfy the criteria of this section. The initial inventory shall be the responsibility of the Community Development Director (Director) and shall be updated annually. The City Council, Planning Commission, Parks Board, Homeowner Association, a property owner, or any person may recommend to the City that a tree be designated a Heritage Tree.
- B. The Heritage Tree designation may be applied to a tree or grove of trees.
- C. The City Council shall hold at least one public hearing on the proposed designations. The City shall notify each property owner by certified or registered mail when a tree on the owner's property has been proposed for designation to the Heritage Tree Inventory. The notice and a response form shall be mailed at least 30 calendar days prior to the public hearing. The owner of the property may object to such designation in writing to the City Council prior to the public hearing or at the public hearing.
- D. After the City Council completes its hearing, it shall establish a list of Heritage Trees based on the criteria found in this section. Decisions of the City Council may be appealed to the Hearings Examiner by any aggrieved party.

18.840.030 - Criteria

- A. For any individual tree or grove of trees to be listed as a Heritage Tree(s), it must be in an apparently healthy growing condition and one or more of the following exist:
 - 1. The tree has a diameter (at breast height) of 36 inches or greater;
 - 2. The tree has a distinctive size, shape, or location, or is of a distinctive species or age which warrants a Heritage Tree status;
 - 3. The tree possesses exceptional beauty which warrants a Heritage Tree status;
 - 4. The tree is distinctive due to a functional or aesthetic relationship to a natural resource, such as trees located along stream banks or trees located along ridge lines; OR
 - 5. The tree has a documented association with a historical figure, property, or significant historical event.
- B. A grove may be considered for Heritage Grove Status if it is apparently in a healthy growing condition and one or more of the following criteria:
 - 1. The grove is relatively mature and is of a rare or unusual nature containing trees that are distinctive either due to size, shape, species or age;

2. The grove is distinctive due to a functional or aesthetic relationship to a natural resource, such as trees located along stream banks, or trees located along ridge lines; OR

3. The grove has documented association with a historical figure, property, or significant historical event.

18.840.040 - Heritage Trees Development Review

A. When development is proposed for property which may contain a Heritage Tree, and the Director determines that the proposed development may affect a Heritage Tree, the property owner must have a tree preservation plan prepared by a qualified professional demonstrating how the Heritage Tree will be protected and preserved. A Heritage Tree shall be preserved unless the City Council determines that the tree may be removed based on the removal criteria for Heritage Tree in the following section.

B. A tree preservation plan shall be composed of the following:

1. A site plan indicating the location of Heritage Trees.
2. The methods to be used to preserve the Heritage Trees.
3. If a Heritage Tree is proposed for removal, a narrative statement outlining the reasons why the Heritage Tree should be removed.
4. A mitigation plan indicating the replacement trees or additional new trees to be placed on the site. The mitigation plan should demonstrate, to the extent possible, that the character of the site will not substantially change as the result of development.

C. Site design adjustments may be allowed in some cases, as follows:

1. The Director may grant a variance to front, side, and/or rear yard setback standards by up to 20 percent to retain a Heritage Tree(s). The adjustment shall be the minimum necessary to accomplish preservation of trees on site and shall not conflict with the Uniform Building Code or other adopted ordinances or conditions placed on the property.
2. The Director may grant a 10 percent variance to the lot size and/or a ten percent variance to the lot width and/or lot depth standards in approving a short plat or other land division if necessary to retain Heritage Trees. The Director may accept a preliminary plat application and recommend approval to the hearing body of a plat which provides for similar variance to lot size, width and depth standards if necessary to retain Heritage Trees.

18.840.050 Removal of a Heritage Tree.

A. Except for the provisions in this section, no person may cut or remove a Heritage Tree without obtaining approval from the City Council. The tree removal permit shall be approved if one of the criteria is satisfied:

1. Retention of the tree would make reasonable use of the property allowed under the current zoning impractical or impossible in that the development would not be allowed to meet the maximum density allowed by the applicable zoning or would require special design features that would significantly increase the cost of development by 10 percent or more.
2. The removal is necessary to accommodate a new improvement, structure or remodeled structure, and no alternative exists for relocation of the improvement on the site, or that variances to setback provisions of the Development Code will not allow the tree to be saved or will cause other undesirable circumstances on the site or adjacent properties.

3. The tree is hazardous, diseased or storm damaged and poses a threat to the health, safety or welfare of the public.

4. The tree has lost its importance as a Heritage Tree due to damage from natural or accidental causes, or is no longer of historic or natural significance.

5. The tree needs to be removed to accomplish a public purpose and no practical alternative exists.

B. The limb structure, or crown, of a Heritage Tree may be pruned in any one year period without obtaining approval from the Director, provided that at least 80 percent of the existing tree crown remains undisturbed. Any person who wishes to prune a Heritage Tree in excess of 20 percent of the existing crown shall obtain approval from the Director subject to the following conditions:

1. The protected tree shall be pruned following acceptable arboricultural standards.

2. The tree shall be pruned in a manner which ensures safety to public and private property and shall be done by a qualified professional.

3. Any other conditions necessary to ensure compliance with the requirements of the community development plan.









6.1.f

Attachment: Old_apple_tree (Heritage Trees)

Packet Pg. 128