



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, July 13, 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 June 22, 2017 Meeting**

IV. BUSINESS

- 1. Ordinance No. 1236 – Second Reading of Authorization to Issue Limited Tax General Obligation Bonds to Develop RORC-Kirk Johnson, Finance Director**
- 2. Ordinance No. 1237 – First Reading of 2017 Budget Amendment -Kirk Johnson, Finance Director**

V. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance No. 1242 – Tiny Homes Code-Jeff Niten, Community Development Director**
- 2. Public Hearing and First Reading of Ordinance No. 1241 – Heritage Trees Code-Jeff Niten, Community Development Director**
- 3. Public Hearing and First Reading of Ordinance No. 1239 – Ridgecrest Development Agreement-Jeff Niten, Community Development Director**
- 4. Public Hearing and First Reading of Ordinance No. 1240 – Cloverhill Development Agreement-Jeff Niten, Community Development Director**

VI. 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.

VII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council
2. Mayor
3. City Manager

VIII. FROM THE COUNCIL

IX. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 13, 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: July 13 2017 Claims Report (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: July 13, 2017

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ARAMARK UNIFORM SERVICES	32	862965256	Genl Govt/Facilities	Uniform Services	1.76
			Public Works	Uniform Services	45.47
		862975695	Genl Govt/Facilities	Uniform Services	1.76
			Public Works	Uniform Services	45.47
		862954725	Genl Govt/Facilities	Uniform Services	1.76
			Public Works	Uniform Services	45.47
		862965255	Genl Govt/Facilities	Floor Mats - City Hall	7.11
			Public Safety	Floor Mats - PD	4.52
		862975694	Public Works	Floor Mats - PW	3.88
			Community Development	Floor Mats - CDDI	3.88
			Genl Govt/Facilities	Floor Mats - City Hall	7.11
			Public Safety	Floor Mats - PD	4.52
		862954724	Public Works	Floor Mats - PW	3.88
			Community Development	Floor Mats - CDDI	3.88
			Genl Govt/Facilities	Floor Mats - City Hall	7.11
			Public Safety	Floor Mats - PD	4.52
			Public Works	Floor Mats - PW	3.88
			Community Development	Floor Mats - CDDI	3.88
ARAMARK UNIFORM SERVICES Total					199.86
ASSOCIATED CONSULTANTS INC.	1030	17-152-01	Community Development	Plan Review - Ridgefield 5 - 8 Intermediate School	12,070.00
		17-128-02	Community Development	Plan Review - Flowserve Industrial Building COM-17-0003	1,062.50
		17-101-02	Community Development	Plan Review - 19th & Court Triplex COM-16-0044	85.00
ASSOCIATED CONSULTANTS INC. Total					13,217.50
ATLAS PLUMBING CONTRACTORS	2857	201707-01	Genl Govt/Facilities	Refund - Abrams Park Rental Fee	160.00
				Abrams Park Refundable Deposit	100.00
ATLAS PLUMBING CONTRACTORS Total					260.00
BLUMENTHAL UNIFORMS AND EQUIPMENT	54	7760168	Public Safety	PD Uniforms - King	108.38
		7760103	Public Safety	PD Uniforms - King	306.88
		7649363	Public Safety	PD Uniforms - Rhine	10.84
		7743341	Public Safety	PD Uniforms - King	135.50
		7698639	Public Safety	PD Uniforms - Doriot	211.05
		7709060	Public Safety	PD Uniforms - King	151.71
		7657150	Public Safety	PD Uniforms - King	225.35
		7725444	Public Safety	PD Uniforms - King	135.50
		7657151	Public Safety	PD Uniforms - King	51.49
		7760132	Public Safety	PD Uniforms - King	135.50
BLUMENTHAL UNIFORMS AND EQUIPMENT Total					1,472.20
BOB'S PAINTLAND	59	8654A	Public Safety	Police Department Building Paint	877.77
BOB'S PAINTLAND Total					877.77
CARAHSOFT	2500	IN464256R	Public Works	Annual User Fee Renewal's (12 months)	5,351.57
			Information Technology	Annual User Fee Renewal's (12 months)	47,236.50
CARAHSOFT Total					52,588.07

City of Ridgefield
Claims Payment Report
For Approval on: July 13, 2017

CITY OF BATTLE GROUND	92	911	Judicial	Court Cost	8,646.66
CITY OF BATTLE GROUND Total					8,646.66
CITY OF RIDGEFIELD-W/S	96	201707-01	Community Development	213 N Main Ave - Stormwater Final Bill	16.05
				213 N Main Ave - Water Final Bill	60.85
CITY OF RIDGEFIELD-W/S Total					76.90
CLACKAMAS CONSTRUCTION INC.	2391	16	Genl Govt/Facilities	Junction Well & Reservoir - 5% Retainage	(5,345.33)
			Public Works	Junction Reservoir	61,326.52
				Junction Well	54,560.23
CLACKAMAS CONSTRUCTION INC. Total					110,541.42
CLARK AND SONS EXCAVATING INC.	2848	2	Genl Govt/Facilities	Main Avenue Pavement Repair - Less 5% Retainage	(7,888.10)
			Public Works	Main Avenue Pavement Repair - Less 5% Retainage	157,762.00
CLARK AND SONS EXCAVATING INC. Total					149,873.90
CLARK COUNTY	102	730013112	Community Development	Fire Inspection	100.00
		130007933	Public Works	Laboratory Analysis	3,095.11
				Biosolids Disposal	4,184.78
		31009956	Public Safety	3rd Qtr 2017 Per Capita Fees	1,469.75
		31009968	Public Safety	3rd Qtr 2017 CRESA User Fees	18,896.50
		220004753	Judicial	May 2017 Supervisions	32.06
		730013080	Community Development	Fire Re-Inspection - Pacific Crest Custom Cabinets	67.00
CLARK COUNTY Total					27,845.20
CLARK PUBLIC UTILITIES	110	201707-01	Genl Govt/Facilities	230 Pioneer Ave	173.42
		201707-07	Public Works	400 N Abrams Park Rd	1,163.03
		201707-02	Public Works	N 1st Cir & N 65th Ave - Park & Ride	64.37
		201707-09	Public Works	301 N 3rd Ave	97.11
			Community Development	301 N 3rd Ave	76.31
		201707-04	Public Works	109 W Division St - Electricity	140.77
		201707-10	Public Works	City Park/Water Well	3,551.06
		201707-11	Public Works	214 S Riverview Dr	37.93
		201707-08	Public Works	N Abrams Park/E Division	264.83
		201707-06	Public Works	255 S 56th Pl - Electricity	1,298.77
		201707-05	Public Works	109 W Division St - Electricity	2,787.06
		201707-03	Public Safety	116 N Main Avenue	168.43
CLARK PUBLIC UTILITIES Total					9,823.09
COLUMBIA CASCADE COMPANY	1151	44985-70	Public Works	Part No. 1571-A06 TyreSwing Seivel Hanger Assembly	487.80
				Part No. 00-H40 Post Dome Cap	303.52
COLUMBIA CASCADE COMPANY Total					791.32
COLUMBIAN PUBLISHING	116	3122372	Community Development	Notice of Planned Final Action	76.97
COLUMBIAN PUBLISHING Total					76.97
COMCAST	2271	201707-01	Genl Govt/Facilities	PW/CDD Fax Line	1.89
			Public Works	PW/CDD Fax Line	30.54
			Community Development	PW/CDD Fax Line	34.55
COMCAST Total					66.98
COMDATA NETWORK INC.	1101	20273963	Public Safety	Fuel PD - XN795	674.19
		20273964	Genl Govt/Facilities	Fuel PW - XN173	61.25
			Public Works	Fuel PW - XN173	1,108.82
			Community Development	Fuel PW - XN173	23.88

City of Ridgefield
Claims Payment Report
For Approval on: July 13, 2017

COMDATA NETWORK INC.	1101	20273964	Community Development	Fuel CDD - XN173	258.54
		20274598	Genl Govt/Facilities	Fuel PW - XN173	60.85
			Public Works	Fuel PW - XN173	1,101.56
			Community Development	Fuel PW - XN173	23.72
				Fuel CDD - XN173	277.67
				Fuel PD - XN795	899.22
		20274570	Public Safety		
COMDATA NETWORK INC. Total					4,489.70
CONCRETE SHOP INCORPORATED	973	212780	#N/A	Parking bumpers and bench leg scrolls	3,722.46
CONCRETE SHOP INCORPORATED Total					3,722.46
CRAIG WATTSON	1778	201707-01	Public Safety	Reimbursement - Patches for Uniforms	25.95
CRAIG WATTSON Total					25.95
DAN'S TRACTOR	134	963024	Public Works	Parks Equipment Maintenance	78.24
DAN'S TRACTOR Total					78.24
DAVID TAYLOR	1062	201701-01	Council	Mileage & Parking Reimbursement - AWC Conf.	107.20
DAVID TAYLOR Total					107.20
DAY WIRELESS SYSTEMS INC	140	439637	Public Safety	Remove radio from Impala & re-install into new vehicle	330.42
DAY WIRELESS SYSTEMS INC Total					330.42
DELL	2841	10174834839	Public Safety	Latitude 3560 Laptop	1,022.96
DELL Total					1,022.96
DICK'S TIRE FACTORY	158	D64886	Community Development	CDD Vehicle Maint - Ray's Truck	17.50
		D65005	Public Safety	PD Vehicle Maintenance	26.01
DICK'S TIRE FACTORY Total					43.51
E2 LAND USE PLANNING SERVICES LLC	485	201707-01	Public Works	RORC Planning Consulting Services - May 2017	624.00
			Community Development	Planning Consulting Services - May 2017	9,259.08
E2 LAND USE PLANNING SERVICES LLC Total					9,883.08
FERGUSON ENTERPRISES INC # 8423	181	586570	Public Works	Water Meters	10,163.58
		582569	Public Works	Water Meters	1,464.11
		0582243-1	Public Works	32 Sensus Meters and MXU's for Meter Replacement Program	10,163.58
FERGUSON ENTERPRISES INC # 8423 Total					21,791.27
FIDELITY NATIONAL TITLE	677	612842059	Public Works	35th Avenue Roundabout Right of Way	37,683.76
FIDELITY NATIONAL TITLE Total					37,683.76
FRIX TECHNOLOGIES	2824	17061501	Community Development	CDD Scanning	5,142.51
FRIX TECHNOLOGIES Total					5,142.51
GIRL SCOUTS 35432	2852	201707-01	Genl Govt/Facilities	Park Refundable Deposit	50.00
GIRL SCOUTS 35432 Total					50.00
GISI MARKETING GROUP	2811	146454	Public Safety	PD Letterhead	104.06
GISI MARKETING GROUP Total					104.06
HARRY'S LAWN AND POWER EQUIPMENT	214	122781	Public Works	Storm Water Equipment Maintenance	83.88
		123094	Public Works	Storm Equipment Maintenance	112.95
		122479	Public Works	Parks Equipment Maintenance	55.93
		122478	Public Works	Parks Equipment Maintenance	68.67
		123431	Public Works	Parks Equipment Maintenance	106.56
HARRY'S LAWN AND POWER EQUIPMENT Total					427.99
HD SUPPLY WATERWORKS	864	H347636	Public Works	Water Meters	536.43
HD SUPPLY WATERWORKS Total					536.43
HOME DEPOT CREDIT CARD SERVICES	1805	6254719	#N/A	Trailer Demo - Main/Mill	186.36

City of Ridgefield
Claims Payment Report
For Approval on: July 13, 2017

HOME DEPOT CREDIT CARD SERVICES Total					186.36
HYDRAULICS INC	227	SO71354	Public Works	Water Supplies - Filter Plant	283.10
HYDRAULICS INC Total					283.10
INDX INC.	1755	2017219	Genl Govt/Facilities	Storage Unit Rental	450.00
INDX INC. Total					450.00
J2 BLUE PRINT SUPPLY	243	AR31324	Community Development	Ink Jet Bond Paper & Toner	156.12
J2 BLUE PRINT SUPPLY Total					156.12
JESSICA KIPP	2099	201707-01	Genl Govt/Facilities	Mileage Reimbursement - Community Service Day	33.16
			Human Resources	Mileage Reimbursement - Wellness	17.65
JESSICA KIPP Total					50.81
JOHN P MCDONAGH	2267	6122017	Genl Govt/Facilities	Facilitation Services	1,200.00
JOHN P MCDONAGH Total					1,200.00
KAREN SAUER	2851	201707-01	Genl Govt/Facilities	Park Refundable Deposit	100.00
KAREN SAUER Total					100.00
KIM STENBAK	2797	201707-01	Genl Govt/Facilities	Park Refundable Deposit	100.00
KIM STENBAK Total					100.00
L.N. CURTIS AND SONS	2828	INV108971	Public Safety	(8) Defense Technology 40mm Single Shot Launcher & Case	7,501.28
L.N. CURTIS AND SONS Total					7,501.28
LAKESIDE INDUSTRIES	264	13263	Public Works	Asphalt - Commercial Mix	206.28
LAKESIDE INDUSTRIES Total					206.28
LARCH CORRECTIONS CENTER	2088	LCC1705-56	Public Works	Parks Clean Up	226.92
				Streets Clean Up	815.04
				Cemetery Clean Up	127.08
				Storm Clean Up	109.32
LARCH CORRECTIONS CENTER Total					1,278.36
LAUREL WALKER	2340	201707-01	Genl Govt/Facilities	Park Refundable Deposit	100.00
LAUREL WALKER Total					100.00
LEE KNOTTNERUS	1765	201707-01	Administration	Reimbursement - Baggage Fee	25.00
LEE KNOTTNERUS Total					25.00
LISA SILACCI	2853	SGN-17-0011	Genl Govt/Facilities	Refund SGN-17-0011	50.00
LISA SILACCI Total					50.00
LYNCH JANITORIAL AND CLEANING LLC	2197	1949	Genl Govt/Facilities	Janitorial Service - PW FTE	42.72
				Janitorial Service - City Hall	159.92
			Public Safety	Janitorial Service - PD	159.92
				Public Works	Janitorial Service - PW FTE
			Community Development	Janitorial Service - PW FTE	3.20
				Janitorial Service - CDD	159.91
LYNCH JANITORIAL AND CLEANING LLC Total					639.67
MACKAY AND SPOSITO INC.	899	32216	#N/A	Gee Creek Trail North Preliminary Assessment	3,821.02
		32289	Public Works	Gee Creek Trail	1,076.00
		32027	#N/A	Gee Creek Trail North Preliminary Assessment	8,057.30
MACKAY AND SPOSITO INC. Total					12,954.32
MALLORY SAFETY AND SUPPLY LLC	285	4283098	Genl Govt/Facilities	PW FTE Uniforms	9.72
			Public Works	PW FTE Uniforms	156.93
			Community Development	PW FTE Uniforms	5.40
		4283938	Genl Govt/Facilities	PW FTE Uniforms	3.01

City of Ridgefield
Claims Payment Report
For Approval on: July 13, 2017

MALLORY SAFETY AND SUPPLY LLC	285	4283938	Public Works	PW FTE Uniforms	48.56
			Community Development	PW FTE Uniforms	1.67
MALLORY SAFETY AND SUPPLY LLC Total					225.29
MARIUS L MALATTIA	1817	201707-01	Community Development	Residential & Commercial Plan Reviews	522.50
MARIUS L MALATTIA Total					522.50
MARK O BROWN	567	2017-07	Genl Govt/Facilities	Lobbyist Fees	3,000.00
MARK O BROWN Total					3,000.00
MARRIA SNELL	2850	201707-01	Genl Govt/Facilities	Park Refundable Deposit	50.00
MARRIA SNELL Total					50.00
MASONS SUPPLY COMPANY	2051	6029957-00	Public Works	Storm Supplies	11.99
MASONS SUPPLY COMPANY Total					11.99
MFCP INC.	2723	6697304	Genl Govt/Facilities	PW FTE Vehicle Maint	18.60
			Public Works	PW FTE Vehicle Maint	300.24
			Community Development	PW FTE Vehicle Maint	10.34
MFCP INC. Total					329.18
NAPA AUTO PARTS	498	986871	Genl Govt/Facilities	PW Shop Supplies	4.01
			Public Works	PW Shop Supplies	64.81
			Community Development	PW Shop Supplies	2.23
				CDD Vehicle Maint	48.71
		987754	Genl Govt/Facilities	PW FTE - Dump Truck Repair	11.37
			Public Works	PW FTE - Dump Truck Repair	183.50
			Community Development	PW FTE - Dump Truck Repair	6.32
		989472	Genl Govt/Facilities	Jeff - Vehicle Maint	3.69
			Public Works	Jeff - Vehicle Maint	180.85
NAPA AUTO PARTS Total					505.49
NORTHSTAR CHEMICAL INC.	1019	104743	Public Works	Sodium Hypochlorite	807.58
NORTHSTAR CHEMICAL INC. Total					807.58
NORTHWEST NATURAL GAS	315	201707-01	Genl Govt/Facilities	City Hall - Natural Gas	23.66
		201707-02	Public Works	PW Shop - Natural Gas	7.35
NORTHWEST NATURAL GAS Total					31.01
NW OCCUPATIONAL MEDICAL CENTER	794	42028	Community Development	DOT Exam - Weichman	70.00
NW OCCUPATIONAL MEDICAL CENTER Total					70.00
OFFICIAL PAYMENTS CORPORATION	1701	INVINT0000049370	Public Works	Utilities E-Pay Fees	62.40
OFFICIAL PAYMENTS CORPORATION Total					62.40
ON-HOLD CONCEPTS INC	2217	433274	Information Technology	On-Hold Music Service	24.95
ON-HOLD CONCEPTS INC Total					24.95
OPENGOV INC	2562	INV-000328	#N/A	OpenGov Intelligence and Transparency 6/2017 - 6/2018	6,138.90
OPENGOV INC Total					6,138.90
OTAK INC.	1787	61700034	Public Works	Stormwater Master Plan Update	2,068.00
		61700323	Public Works	Stormwater Master Plan Update	5,067.00
OTAK INC. Total					7,135.00
PACIFIC OFFICE AUTOMATION	1564	54986550	Genl Govt/Facilities	PW Shop Printer Lease	2.90
				City Hall Copier Lease	729.32
			Public Works	PW Shop Printer Lease	46.79
			Community Development	PW Shop Printer Lease	1.61
		54986442	Public Works	CDD/PW Copier Lease	163.64

City of Ridgefield
Claims Payment Report
For Approval on: July 13, 2017

PACIFIC OFFICE AUTOMATION	1564	54986442	Community Development	CDD/PW Copier Lease	163.63
PACIFIC OFFICE AUTOMATION Total					1,107.89
PBS ENGINEERING AND ENVIRONMENTAL	342	0070940.001-6	Public Works	Ridgefield Outdoor Sports Complex Phase II	132,639.81
		HDJ4083.002-17	Public Works	35th Avenue Roundabout Design Phase 2	7,502.99
PBS ENGINEERING AND ENVIRONMENTAL Total					140,142.80
PETTY CASH	495	201707-01	Community Development	Petty Cash Reimbursement - Rental Fee Application-School Dist	10.00
			Administration	Petty Cash Reimbursement - Mileage Reimbursement - Basarab	30.75
				Petty Cash Reimbursement - Mileage - Tracy Blehm	50.00
			Council	Petty Cash Reimbursement - AWC Conf. Parking - Sandra Day	23.75
				Petty Cash Reimbursement - AWC Conf. Parking - Wertz	34.00
PETTY CASH Total					148.50
PORT OF RIDGEFIELD	780	PLZ-17-0040	Genl Govt/Facilities	Refund PLZ-17-0040	150.00
PORT OF RIDGEFIELD Total					150.00
PORTLAND ENGINEERING INC	2082	7045	Public Works	Engineering Services - Troubleshoot WWTP HMI	840.05
PORTLAND ENGINEERING INC Total					840.05
REFLECTOR	369	I1296678	Community Development	Pub. Hrg. Notice - Heritage Trees - Ad# 98321	61.71
		I1296677	Community Development	Pub. Hrg. Notice - Tiny Homes - Ad# 98319	65.04
		I1296683	Community Development	Ordinance No. 1234 - Ad #98630	68.16
		I1292099	Community Development	Ordinance No. 1233 - Ad #98322	52.03
		I1296682	Community Development	Ordinance No. 1227 - Ad #98629	46.44
		I1296679	Community Development	Pub. Hrg. Notice - Pioneer Canyon - Ad# 98502	66.01
		I1292098	Community Development	Notice of Final Action - Ad #98184	119.74
		I1294125	Community Development	SEPA DNS - Energy Electric - Ad #98479	112.40
		I1296684	Community Development	Pub. Hrg. Notice - New Traditions - Ad# 98642	69.34
		I1296681	Community Development	Ordinance No. 1235 - Ad #98627	68.16
		I1296680	Community Development	Ordinance No. 1238 - Ad #98625	85.31
		I1294124	Community Development	Public Hrg - Moratorium self-storage - Ad #98478	56.33
REFLECTOR Total					870.67
RICOH USA INC.	1662	99024112	Public Safety	PD Copier Lease	180.54
RICOH USA INC. Total					180.54
RIDGEFIELD COMMUNITY CENTER	373	201707-01	Genl Govt/Facilities	Ridgefield Community Center Rental	675.00
			Community Development	Ridgefield Community Center Rental	225.00
RIDGEFIELD COMMUNITY CENTER Total					900.00
RIDGEFIELD SCHOOL DISTRICT	378	COM-17-0027	Genl Govt/Facilities	Refund - COM-17-0027	1,162.80
RIDGEFIELD SCHOOL DISTRICT Total					1,162.80
RILEY KNOTTNERUS	2849	201707-01	Genl Govt/Facilities	Mileage Reimbursement - Big Paddle Supplies	26.16
			Public Works	Mileage Reimbursement - Pics for Website	8.08
RILEY KNOTTNERUS Total					34.24
RONALD ONSLOW	930	201707-01	Council	Mileage Reimbursement - December 2016	66.88
		201707-02	Council	Mileage Reimbursement -January/February 2017	127.87
		201707-04	Council	Mileage Reimbursement -June 2017	184.14
		201707-03	Council	Mileage Reimbursement -March/April/May 2017	234.33
RONALD ONSLOW Total					613.22
SIMPLOT PARTNERS	606	212059140	Public Works	Herbicide - Roundabout Grapes	78.59
				Herbicide - Parks	386.99
SIMPLOT PARTNERS Total					465.58

City of Ridgefield
Claims Payment Report
For Approval on: July 13, 2017

STATE AUDITOR'S OFFICE	524	L120470	Finance	Audit Services - 2016 year end	6,237.70
STATE AUDITOR'S OFFICE Total					6,237.70
STATE OF WASHINGTON DEPARTMENT OF REVENUE	156	20953553	Genl Govt/Facilities	May 2017 Excise and B&O Tax	483.06
			Public Works	May 2017 Excise and B&O Tax	9,194.57
STATE OF WASHINGTON DEPARTMENT OF REVENUE Total					9,677.63
STERLING DESIGN INC.	2858	ENG-17-0040	Genl Govt/Facilities	Refund ENG-17-0040	450.00
STERLING DESIGN INC. Total					450.00
SUMMIT LAW GROUP PLLC	413	85398	Legal	General Labor & Employment Legal Services	512.00
SUMMIT LAW GROUP PLLC Total					512.00
TAD ARENDS	690	201707-01	Genl Govt/Facilities	Reimbursement - Work Boots	24.88
				Reimbursement - Work Boots - Use/Sales Tax	(12.85)
			Public Works	Reimbursement - Work Boots	140.97
TAD ARENDS Total					153.00
TERESA D JOHNSON CPA INC.	561	4688	Finance	Accounting Services - June 2017	195.00
TERESA D JOHNSON CPA INC. Total					195.00
THE MASTERS TOUCH LLC	1786	J170435	Public Works	Utility Statements - Stock	465.04
THE MASTERS TOUCH LLC Total					465.04
THE PAINTER	2855	902139	Public Safety	PD Building Exterior Painting	1,000.00
THE PAINTER Total					1,000.00
THE PARR COMPANY	964	26368918	Public Works	Guardrail Repair at Division & Railroad	43.43
THE PARR COMPANY Total					43.43
THE PRINT SHOP	1580	54719	Genl Govt/Facilities	AP Checks & Envelopes - Use/Sales Tax	(54.56)
				AP Checks & Envelopes	704.04
THE PRINT SHOP Total					649.48
TLC TOWING	431	103240	Public Works	Tow - Vehicle parked in no parking paving zone	73.17
TLC TOWING Total					73.17
TRABUCCO CONSULTING LLC	2236	6846	Genl Govt/Facilities	August 2017 First Saturday Postcards	335.50
				August 2017 First Saturday Postcards - Use/Sales Tax 8.4%	(26.00)
TRABUCCO CONSULTING LLC Total					309.50
TRIBECA TRANSPORT LLC	747	COR-1707	Public Works	Sludge Hauling	2,440.00
TRIBECA TRANSPORT LLC Total					2,440.00
VANCOUVER AUTO GROUP	451	326194	Public Safety	PD Vehicle Maintenance	47.60
VANCOUVER AUTO GROUP Total					47.60
WASHINGTON STATE PATROL	463	I17008334	Genl Govt/Facilities	CPL Background Checks	72.00
WASHINGTON STATE PATROL Total					72.00
WESTERN STAR NORTHWEST RIDGEFIELD	2794	PC201015004:01	Public Works	WWTP Pump Truck Drain Valve	14.96
WESTERN STAR NORTHWEST RIDGEFIELD Total					14.96
Grand Total					674,949.77

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 13, 2017
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Minutes from June 22, 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 Basarab, City Clerk

ATTACHMENTS: 06-22-2017 Meeting Minutes (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
June 22, 2017

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM

FLAG SALUTE

ROLL CALL

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

LATE CHANGES TO THE AGENDA

PUBLIC COMMENT - [6:32 PM](#)

Mark Hensley - Resident
 Problems with the police department and them dealing with my disabilities
 They continue to arrest me
 This consumed over two and a half years of my life
 We need to discuss this, I need to be heard
 City Manager has never issued a final decision after internal investigation was completed.
 This is a problem and has cost me over 2 million dollars

CONSENT AGENDA - MOTION TO APPROVED AS PRESENTED. - [6:35 PM](#)

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

- 1. Approval of Claims And/Or Payroll - [6:35 PM](#)**
- 2. Approval of Minutes from June 8, 2017 Meeting - [6:35 PM](#)**

PRESENTATION - [6:36 PM](#)

Flag Recognition Presentation - Neal Van Houten, Sons of American Revolution, Fort Vancouver Chapter

Recognition given to the City and local American Legion by the Sons of the American Revolution, for the display of approximately 200 American flags on all prominent and pertinent holidays.

BUSINESS

1. Motion - Approval of Trail Naming - Hascall Trail - [6:42 PM](#)

The Ridgefield Municipal code includes procedures for the naming of park facilities. In May, Roy Garrison came to a Council Meeting and suggested naming the trail adjacent to Reiman Road after the Hascall Family. The City was also contacted by Cecil Hascall, the son of Lewis Hascall in support of this name. Lewis Hascall is responsible for the establishment of the Trail off Pioneer Road near Reiman Road. The trail was originally built as a road to access the family property in the 1950s.

Cecil Hascall provided a brief history on Lewis Hascall.

MOTION: MOVED TO APPROVE NAMING THE TRAIL ADJACENT TO REIMAN ROAD AS HASCALL TRAIL.

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

2. Ordinance No. 1236 – First Reading of Authorization to Issue Limited Tax General Obligation Bonds to Develop RORC-Kirk Johnson, Finance Director

The City of Ridgefield entered into an agreement with Ridgefield School District No. 122 to build a shared use recreation complex (Ridgefield Outdoor Recreation Complex or RORC). The City has agreed to build the facility while the school district is providing the majority of the land the facility will be built on. Funding for the design, 7.5 acre land purchase by the City, and construction will come from existing development related funding, consisting of Real Estate Excise Tax and Park Impact Fees. Additional funding has been targeted through a combination of federal and state grants. The final funding will be from the issuance of one of more series of limited tax general obligation bonds. Ordinance No. 1236 provides the legal authorization to the City Manager and Finance Director to issue the bonds and sets the not to exceed amount, maximum rate and time frame for issuance of the bonds. The City's project timeline includes grading and underground work to be completed in 2017 with the above ground facilities to be completed in 2018 with an expected completion date of August 2018.

First reading conducted.

3. Ordinance No. 1227 – Second Reading of Sign Code Amendment-Jeff Niten, Community Development Director

Cities around the country are amending their sign ordinances to comply with a recent U.S. Supreme Court decision, Reed v. Town of Gilbert. The basic premise municipalities must follow is that sign regulations must be content neutral. In other words, a municipal government must regulate signs in a way which doesn't require reading the content. The Association of Washington Cities has developed a model sign ordinance which will regulate signs in our community in a manner which we believe is compliant with the decision issued by the Supreme Court. Staff has tailored the model ordinance to match our community needs and also match previous work the Planning Commission has done on ordinances including the Commercial Design Standards and the optional Mixed Use overlay.

City Council conducted discussion on proposed sign code amendment.

Chris Dudley - Resident
City is growing and changing

Suggesting - consider that all businesses will benefit when approving the sign code

MOTION: Council member Don Stose moved to approve Ordinance No. 1227 as presented.

SECOND: Council member John Main.

MOTION: Council member Sandra Day moved to amend Ordinance No. 1227, section 18.710.270 that includes the Hillhurst Rd for banner posting.

SECOND: Council member John Main.

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

Vote - No: None.

Amendment passed.

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

Vote - No: None.

Motion Passed.

4. Ordinance No. 1234 – Second Reading of Ridgefield Development Code Amendment-Jeff Niten, Community Development Director

The Ridgefield Development Code established zoning regulations for residential and nonresidential development throughout the City, and needs periodic updating. The proposed package of 2017 updates includes clarifications to code language to better implement the original intent of the code, based on feedback from staff and code users over the past year. The majority of updates relate to issues identified by staff and code users during implementation or mandated updates that can be roughly broken into the following categories: planned Unit Development requirements, clarification of definitions, correcting outdated code references and typographical errors, use consistent terminology throughout the code.

Alternatively, if City Council desires to adopt Ordinance 1234 without self-storage regulation staff recommends amending Ordinance 1234 to remove the self-storage regulations and consider adoption of Ordinance 1238 which will place a moratorium on acceptance or processing of self-storage applications.

City Council conducted discussion.

Chris Dudley - Resident

Urge adoption without moratorium change.

Roy Garrison - Resident

Look at tax revenue the mini storage may generate for the City.

MOTION: Council member Darren Wertz moved to approve Ordinance No. 1234 as presented.

SECOND: Council member Don Stose

Council conducted discussion on the motion.

MOTION: Council member John Main moved to amend Ordinance No. 1234 to eliminate reference prohibiting self-storage within the code.

SECOND: Council member Don Stose

Council conducted discussion on the amendment.

Vote - Yes: Council member Day, Main, Stose, Taylor.

Abstain: Council member Wells.

Vote - No: Council member Wertz, Mayor Onslow.

Amendment passed.

Ordinance No. 1234 as amended.

Vote - Yes: Council member Day, Main, Stose, Taylor and Mayor Onslow.

Abstain: Council member Wells.

Vote - No: Council member Wertz.

5. **Ordinance of the City of Ridgefield, Washington adopting a moratorium within the corporate boundaries of the City on the filing, acceptance, processing, and/or approval of applications or permits for any new self-storage facilities; providing for severability and correction of clerical errors; declaring an emergency; and establishing an immediate effective date. - [7:47 PM](#)**

RESULT:	ADOPTED [6 TO 0]
MOVER:	David Taylor, Councilor
SECONDER:	Darren Wertz, Councilor
AYES:	Onslow, Taylor, Stose, Wertz, Main, Day
ABSTAIN:	Wells

6. **Ordinance No. 1235 – Second Reading of 35th Avenue Roundabout Right of Way Public Use and Necessity-Bryan Kast, Public Works Director**

The City of Ridgefield received a grant for the design and construction of the 35th Avenue Roundabout from the Washington Transportation Improvement Board in late 2015. The City has acquired all right-of-way necessary, with the exception of the southeast corner of the roundabout on property owned by Karen Lahti. City staff first met with Ms. Lahti about the project in June of 2016, and Universal Field Services completed an appraisal of the property in August of 2016. Beginning in November of 2016 the project team began contacting Ms. Lahti to set up a meeting with her to present an offer of compensation. In March of 2017, the project team was able to arrange a meeting with Ms. Lahti on the property and presented her with an offer of \$110,769 based on the appraised value of the property before and after the right of way acquisition. The ROW to be acquired with this offer included all right-of-way necessary along Pioneer Street for the proposed and future frontage improvements, as well as right-of-way on S. 35th Ave and area for stormwater improvements. The City has subsequently revised the offer to 122,905 to take into account the sale of the property directly to the east that took place after the appraisal was completed. To date the City has not been able to reach an agreement on the acquisition price. To avoid further delays to the project the City is proceeding with condemnation of the right-of-way necessary for the project. The property to be condemned has been reduced from the original acquisition offer to only that area that is necessary for the construction of the 35th Avenue Roundabout project. The City has mailed notice to Ms. Lahti via certified mail and has posted notice in both the Reflector and the Columbian to provide required notification per RCW 8.25.290.

Cynthia Carlson - County Resident

It's been less than a year since the last eminent domain that this Council did

You are takin the property that is unique to an individual

People's properties are meaningful to them

MOTION: MOVED TO ADOPT ORDINANCE NO. 1235 AS PRESENTED.

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

7. **Motion - Approval Award for the 35Th Avenue Roundabout Construction Contract - [8:16 PM](#)**

In late 2015 the City applied for and received a TIB Grant for the design and construction of the 35th Avenue Roundabout. The project will construct a 2-lane roundabout and associated bicycle, pedestrian and stormwater improvements. The City contracted with HDJ Design Group (which was acquired by PBS Engineering during design) to complete the design of the project, and the project was first bid in May. The City received four bids; however, two of the four bids were found to be non-responsive, and the lowest bit was significantly higher than the Engineer's Estimate. Because of these issues, the Council rejected the original bids and authorized staff to re-bid the project. With the re-bid the project team incorporated design changes to reduce the overall price of the project construction.

MOTION: MOVED TO ACCEPT BID AWARD FROM NW CONSTRUCTION FOR \$2,249,809,69 FOR THE 35TH ROUNDABOUT CONSTRUCTION PROJECT.

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

PUBLIC HEARING/BUSINESS

1. Public Hearing and Approval of Resolution No. 529 – 2018-2023 Transportation Improvement Program-Bryan Kast, Public Works Director

Per RCW 35.77.010, the legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years. The six-year program shall specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program within that region.

Mayor opened the hearing: 8:25PM

Cynthia Carlson - Council Resident

Request - let land owners know regarding these public hearings if the affects roads that go through their properties.

Mayor closed the hearing: 8:27

Staff response: Specific to this Resolution, no specific land owner is affected by this Resolution.

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

2. Public Hearing and Resolution No. 530 - Declaring Certain Property as Surplus and Authorizing Its Disposition-Kirk Johnson, Finance Director

The City acquires various equipment and property as needed for staff to perform work responsibilities. As the equipment and property is used throughout its life to conduct City business, it ages, and eventually becomes obsolete and/or in disrepair. The City is requesting to declare 707 Abrams Park Road, parcel #68376-000 surplus and dispose of it in an orderly fashion. A public hearing is required due to this property having a value that exceeds \$50,000. The City purchased property located at 707 Abrams Park Road in 2015 in order to use a portion of the property to complete construction of a trail segment from Abrams Park to Heron Drive. Staff have completed design and are ready to begin construction on the trail. The City has completed a boundary line adjustment to carve out the needed land for the trail and are ready to sell the house and remaining property on this parcel. Staff is

recommending that Council approve surplus of the property in order to begin marketing during the real estate sales season. Staff will bring any sale of the property to Council for final approval prior to executing the sale.

Mayor opened the hearing: 8:31PM

Roy Garrison

Will easement be granted through the park?

How much acres is left?

Mayor closed the hearing: 8:32PM

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

PUBLIC COMMENT - [8:34 PM](#)

None received.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council - [8:34 PM](#)

Council member Stose - Attended City Council/staff retreat.

Council member Main - Attended state auditors exit audit interview.

Council member Day - Attended Flowserve groundbreaking ceremony, 3 meeting with CREDC.

Council member Wertz - Suggesting to provide 1 significant meeting and for the rest of the meetings provide a list to Julie for the minutes, City Council/staff retreat, AWC annual conference.

Council member Taylor - Nothing to add.

Council member Wells - Attended 6 meeting and DCWA meeting.

Mayor

Trip to Kennewick with Port of Ridgefield Commission.

City Manager - [8:41 PM](#)

City Manager Steve Stuart - we had a great meeting regarding parking ordinance with citizens, great City Council retreat, thank you to everyone for community service day and to all downtown businesses for dealing with the Main Avenue overlay project.

Finance Director Kirk Johnson - provided an update on the state audit exit interview.

Deputy City Manager Lee Knottnerus- Provided update on all the upcoming City events.

FROM THE COUNCIL - [8:49 PM](#)

ADJOURN - [8:49 PM](#)

Julie Basarab, City Clerk

Ron Onslow, Mayor

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: July 13, 2017

ITEM: BUSINESS

AGENDA ITEM TITLE: Ordinance of the City of Ridgefield, Washington, Authorizing the Issuance of One or More Series of Limited Tax General Obligation Bonds of the City in the Aggregate Principal Amount of Not to Exceed \$15,000,000, to Finance Costs Related to Developing, Equipping and Furnishing the Ridgefield Outdoor Recreation Complex and Paying Costs of Issuing the Bonds; Providing the Form, Terms and Covenants of the Bonds; Providing for the Disposition of the Proceeds of Sale of the Bonds; Delegating Authority to Approve the Final Terms of the Bonds; and Providing for Other Matters Relating Thereto.

GOVERNING LEGISLATION:

RCW 39.36; Ridgefield Financial Policy #10: Debt Management

PREVIOUS COUNCIL ACTION TAKEN:

Council previously approved Ordinance No. 923 June 22, 2006 issuing limited tax general obligation and refunding bonds. Council approved an interlocal agreement with the Ridgefield School District for a shared use recreation complex. Council conducted the first reading of Ordinance No. 1236 on June 22, 2017.

SUMMARY/BACKGROUND:

The City of Ridgefield entered into an agreement with Ridgefield School District No. 122 to build a shared use recreation complex (Ridgefield Outdoor Recreation Complex or RORC). The City has agreed to build the facility while the school district is providing the majority of the land the facility will be built on. Funding for the design, 7.5 acre land purchase by the City, and construction will come from existing development related funding, consisting of Real Estate Excise Tax and Park Impact Fees. Additional funding has been targeted through a combination of federal and state grants. The final funding will be from the issuance of one of more series of limited tax general obligation bonds.

Ordinance No. 1236 provides the legal authorization to the City Manager and Finance Director to issue the bonds and sets the not to exceed amount, maximum rate and time frame for issuance of the bonds. The City's project timeline includes grading and underground work to be completed in 2017 with the above ground facilities to be completed in 2018 with an expected completion date of August 2018.

BUDGET/FINANCIAL IMPACTS:

Initial estimates are for a \$10 million issuance, with debt service to be approximately \$750,000 annually, payable from development related funding through Real Estate Excise Tax and Park Impact Fee revenue sources.

RECOMMENDED ACTION OR MOTION:

Staff recommends Council adopt Ordinance No. 1236 by making the following motion:

“I move to adopt Ordinance No. 1236, as presented.”

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS: RORC Bond Ordinance 2nd Reading - Presentation (PDF)

ORDINANCE NO. 1236

ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON, AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF LIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$15,000,000, TO FINANCE COSTS RELATED TO DEVELOPING, EQUIPPING AND FURNISHING THE RIDGEFIELD OUTDOOR RECREATION COMPLEX AND PAYING COSTS OF ISSUING THE BONDS; PROVIDING THE FORM, TERMS AND COVENANTS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SALE OF THE BONDS; DELEGATING AUTHORITY TO APPROVE THE FINAL TERMS OF THE BONDS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

WHEREAS, the City Council (the "Council") of the City of Ridgefield, Washington (the "City"), has deemed it in the best interest of the City that the City together with Ridgefield School District No. 122, Clark County, Washington (the "District") develop, equip and furnish the Ridgefield Outdoor Recreation Complex to be located at South Hillhurst Road and Carty Road, Ridgefield, Washington (the "Project"); and

WHEREAS, the City is authorized by Washington State law to issue limited tax general obligation bonds to pay costs of the Project; and

WHEREAS, after due consideration the Council has determined that it is in the best interest of the City to authorize the issuance and sale of one or more series of limited tax general obligation bonds to pay all or a portion of the costs of the Project and to pay costs of issuance for the bonds, as set forth herein; and

WHEREAS, this Council wishes to delegate authority to each of the City Manager and the Finance Director, or his or her designee (each, a "Designated Representative"), for a limited time, to approve the interest rates, maturity dates, redemption terms and principal maturities for the bonds within the parameters set by this ordinance; and

WHEREAS, the City expects to receive a proposal from the Underwriter (as defined herein) and now desires to issue and sell the bonds to the Underwriter as set forth herein.

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

Section 1. Definitions and Interpretation of Terms.

(a) *Definitions.* As used in this ordinance, the following words shall have the following meanings:

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Bond Counsel means Pacifica Law Group LLP or an attorney at law or a firm of attorneys, selected by the City, of nationally recognized standing in matters pertaining to the tax exempt nature of interest on bonds issued by states and their political subdivisions.

Bond Purchase Contract means the contract(s) for the purchase of one or more series of the Bonds between the Underwriter and the City, authorized to be executed pursuant to Section 12 of this ordinance.

Bond Register means the registration books showing the name, address and tax identification number of each Registered Owner of the Bonds, maintained pursuant to Section 149(a) of the Code.

Bond Registrar means, initially, the fiscal agent of the State, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds and paying interest on and principal of the Bonds.

Bonds mean the City's Limited Tax General Obligation Bonds, 2017, or other series designation as approved by a Designated Representative, authorized to be issued in one or more series pursuant to the terms of this ordinance.

City means the City of Ridgefield, a municipal corporation duly organized and existing under the laws of the State.

City Clerk means the duly appointed and acting City Clerk of the City or the successor to the duties of that office.

City Manager means the duly appointed and acting City Manager, including anyone acting in such capacity for the position, or the successor to the duties of that office.

Closing means the date of delivery of a series of the Bonds to the Underwriter.

Code means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Tax-Exempt Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Tax-Exempt Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Commission means the United States Securities and Exchange Commission.

Continuing Disclosure Certificate means one or more written undertakings for the benefit of the owners and Beneficial Owners of the Bonds as required by Section (b)(5) of the Rule.

Council or **City Council** means the Ridgefield City Council, as the general legislative body of the City as the same is duly and regularly constituted from time to time.

Debt Service Fund means the City's LTGO Debt Service Fund and the accounts contained therein, as further provided pursuant to Section 10 of this ordinance.

Designated Representative means each of the City Manager and the Finance Director, or his or her designee. The signature of one Designated Representative shall be sufficient to bind the City.

District means Ridgefield School District No. 122, Clark County, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the State.

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 4 of this ordinance.

Fair Market Value means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide, arm's-length transaction, except for specified investments as described in Treasury Regulation §1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield-restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" will include a hedge.

Federal Tax Certificate means the certificate executed by a Designated Representative setting forth the requirements of the Code for maintaining the tax exemption of interest on any series of Tax-Exempt Bonds, and attachments thereto.

Finance Director means the Finance Director of the City or the successor to such officer.

Government Obligations means those obligations now or hereafter defined as such in chapter 39.53 RCW, as this chapter may be hereafter amended or restated, that are direct or indirect obligations of the United States or obligations unconditionally guaranteed by the United States.

Letter of Representations means the Blanket Issuer Letter of Representations given by the City to DTC, as amended from time to time.

Mayor means the duly appointed and acting Mayor of the City or the successor to the duties of that office.

MSRB means the Municipal Securities Rulemaking Board or any successors to its functions.

Official Statement means the disclosure documents prepared and delivered in connection with the issuance of the Bonds.

Project means the Ridgefield Outdoor Recreation Complex ("RORC"), a joint outdoor recreation complex with the District that will include ballfields, parking, concession facilities, landscaping, field lighting and other infrastructure, including parking to be located adjacent to the planned site for a middle school generally in the area of South Hillhurst Road and Carty Road, Ridgefield, Washington. The RORC (to be located on parcels of real estate currently owned by the City and the District) will be used jointly by the City for public parks and recreation purposes and by the District for student sports and recreation purposes.

Project Account means the account created pursuant to Section 8 of this ordinance.

Record Date means the Bond Registrar's close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar's close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with this ordinance.

Registered Owner means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC or its nominee shall be deemed to be the sole Registered Owner.

Rule means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

State means the State of Washington.

Taxable Bonds means any Bonds determined to be issued on a taxable basis pursuant to Section 12.

Tax-Exempt Bonds means any Bonds determined to be issued on a tax-exempt basis under the Code pursuant to Section 12.

Underwriter means Piper Jaffray & Co., its successors, or such other firm or group of firms selected by the Designated Representative to serve as the underwriter of the Bonds as evidenced by the Bond Purchase Contract.

(b) *Interpretation.* In this ordinance, unless the context otherwise requires:

(1) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(2) Words of any gender shall mean and include correlative words of any other gender and words importing the singular number shall mean and include the plural number and vice versa;

(3) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(4) Any headings preceding the text of the several articles and sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(5) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of the Project. The Bonds are being issued to finance and/or reimburse the City for costs of the Project and to pay costs of issuance for the Bonds. The cost of all necessary design, architectural, engineering, and other consulting services, inspection, appraisal, and testing, administrative and relocation expenses, on and off-site utilities, related improvements and other costs incurred in connection with the Project shall be deemed a part of the costs of the Project. The Project shall include any improvements, rehabilitation, and furniture, equipment and appurtenances as determined to be necessary by the City. Any remaining costs of the Project shall be paid from other City funds legally available for such purposes.

Section 3. Authorization of Bonds and Bond Details. For the purpose of paying and/or reimbursing the City for costs of the Project and paying costs of issuance of the Bonds, the City shall issue and sell one or more series of its limited tax general obligation bonds in an aggregate principal amount of not to exceed \$15,000,000 (the “Bonds”) as set forth herein.

The Bonds shall be general obligations of the City, shall be designated “City of Ridgefield, Washington, Limited Tax General Obligation Bonds, 2017” with additional series designation or other

such designation as determined to be necessary by a Designated Representative. The Bonds shall be dated as of the date of Closing; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, within a series and maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; shall bear interest from their date payable on the dates and commencing as provided in the Bond Purchase Contract; and shall mature on the dates and in the principal amounts set forth in the Bond Purchase Contract, as approved and executed by a Designated Representative pursuant to Section 12 of this ordinance.

Section 4. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* The City hereby specifies and adopts the system of registration approved by the State Finance Committee from time to time through the appointment of state fiscal agents. The City shall cause a bond register to be maintained by the Bond Registrar. So long as any Bonds remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration or transfer of Bonds at its designated office. The Bond Registrar may be removed at any time at the option of the Finance Director upon prior notice to the Bond Registrar and a successor Bond Registrar appointed by the Finance Director. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication of the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in Section 14 of this ordinance), and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 4(g), but such Bond may be transferred as herein provided. All such payments made as described in Section 4(g) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letters of Representations.* The Bonds initially shall be held by DTC acting as depository. The City has executed and delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor the Bond Registrar shall have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC (or any successor depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held by a depository, DTC or its successor depository or its nominee shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of “Cede & Co.”, as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds within a series in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Finance Director pursuant to subsection (2) below or such substitute depository’s successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Finance Director to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Finance Director may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds of a series, together with a written request on behalf of the Finance Director, issue a single new Bond for each maturity of that series then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Finance Director.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the Finance Director determines that it is in the best interest of the Beneficial Owners of the Bonds that such owners be able to obtain physical Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held by a depository. The Finance Director shall deliver a written request to the Bond Registrar, together with a supply of physical Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds together with a written request on behalf of the Finance Director to the Bond Registrar, new Bonds of such series shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner’s duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, series, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, series, maturity, and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to exchange any bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(f) *Bond Registrar’s Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the

extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners or beneficial owners of Bonds.

(g) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months. For so long as all Bonds are held by a depository, payments of principal thereof and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer held by a depository, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the Record Date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Bond Registrar at least by the Record Date), such payment shall be made by the Bond Registrar by wire transfer to the account within the United States designated by the Registered Owner. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the designated office of the Bond Registrar.

If any Bond is duly presented for payment and funds have not been provided by the City on the applicable payment date, then interest will continue to accrue thereafter on the unpaid principal thereof at the rate stated on the Bond until the Bond is paid.

Section 5. Redemption Prior to Maturity and Purchase of Bonds.

(a) *Mandatory Redemption of Term Bonds and Optional Redemption.* The Bonds of each series shall be subject to mandatory redemption to the extent, if any, set forth in the Bond Purchase Contract and as approved by a Designated Representative pursuant to Section 12. The Bonds of each series shall be subject to optional redemption on the dates, at the prices and under the terms set forth in the Bond Purchase Contract approved by a Designated Representative pursuant to Section 12.

(b) *Purchase of Bonds.* The City reserves the right to purchase any of the Bonds at any time at a price deemed reasonable by the Finance Director.

(c) *Selection of Bonds for Redemption.* For as long as the Bonds are held in book entry only form, the selection of particular Bonds within a series and maturity to be redeemed shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds are no longer held by a depository, the selection of such Bonds to be redeemed and the surrender and reissuance thereof, as applicable, shall be made as provided in the following provisions of this subsection (c) or as otherwise set forth in the Bond Purchase Contract. If the City redeems at any one time fewer than all of the Bonds having the same maturity date within a series, the particular Bonds or portions of Bonds of such series and maturity to be redeemed shall be selected by lot (or in such manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Bond of such series as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of such Bond at the designated office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like series, maturity and interest rate in any of the denominations herein authorized.

(d) *Notice of Redemption.*

(1) Official Notice. For so long as the Bonds are held by a depository, notice of redemption shall be given in accordance with the operational arrangements of DTC as then in effect, and neither the City nor the Bond Registrar shall provide any notice of redemption to any Beneficial Owners. The notice of redemption may be conditional. Thereafter (if the Bonds are no longer held by a depository), notice of redemption shall be given in the manner hereinafter provided. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which redemption may be conditioned by the Bond Registrar on the receipt of sufficient funds for redemption or otherwise) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if fewer than all outstanding Bonds are to be redeemed, the identification by series and maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (D) any conditions to redemption,
- (E) that unless conditional notice of redemption has been given and such conditions have not been satisfied or waived, on the redemption date the redemption price shall become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (F) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar.

On or prior to any redemption date, unless such redemption has been rescinded or revoked, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. The City retains the right to rescind any redemption notice and the related optional redemption of Bonds by giving notice of rescission to the affected registered owners at any time on or prior to the scheduled redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and the Bonds for which the notice of optional redemption has been rescinded shall remain outstanding.

(2) *Effect of Notice; Bonds Due.* If notice of redemption has been given and not rescinded or revoked, or if the conditions set forth in a conditional notice of redemption have been satisfied or waived, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled by the Bond Registrar and shall not be reissued.

(3) *Additional Notice.* In addition to the foregoing notice, further notice shall be given by the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the series and maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 20 days before the redemption date to each party entitled to receive notice pursuant to Section 14 and with such additional information as the City shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) *Amendment of Notice Provisions.* The foregoing notice provisions of this Section 5, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 6. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

Section 7. Execution of Bonds. The Bonds shall be executed on behalf of the City by the facsimile or manual signature of the Mayor and shall be attested to by the facsimile or manual signature of the City Clerk, and shall have the seal of the City impressed or a facsimile thereof imprinted, or otherwise reproduced thereon.

If any officer who shall have signed or whose facsimile signatures appear on any of the Bonds shall cease to be such officer of the City before said Bonds shall have been authenticated or delivered by the Bond Registrar or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the City as though said person had not ceased to be such officer. Any Bond may be signed and attested on behalf of the City by such persons who, at the actual date of execution of such Bond shall be the proper officer of the City, although at the original date of such Bond such persons were not such officers of the City.

Only such Bonds as shall bear thereon a Certificate of Authentication manually executed by an authorized representative of the Bond Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

Section 8. Application of Bond Proceeds. The Finance Director is hereby authorized to create a Project Account, and subaccounts therein as necessary, for the purposes set forth in this section. A portion of the proceeds of the Bonds shall be deposited in the Project Account in the amounts specified in the closing memorandum prepared in connection with the issuance of the Bonds. Such proceeds shall be used to pay and/or reimburse the City for the costs of the Project and to pay costs of issuance of the Bonds. The Finance Director shall invest money in the Project Account and the subaccounts contained therein in such obligations as may now or hereafter be permitted to cities of the State by law and which will mature prior to the date on which such money shall be needed, but only to the extent that the same are acquired, valued

and disposed of at Fair Market Value. Upon completion of the Project, Bond proceeds (including interest earnings thereon) may be used for other capital projects of the City or transferred to the Debt Service Fund.

Section 9. Tax Covenants. The City will take all actions necessary to assure the exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners of the Tax-Exempt Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Tax-Exempt Bonds, including but not limited to the following:

(a) *Private Activity Bond Limitation.* The City will assure that the proceeds of the Tax-Exempt Bonds are not so used as to cause the Tax-Exempt Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) *Limitations on Disposition of Project.* The City will not sell or otherwise transfer or dispose of (i) any personal property components of the Project other than in the ordinary course of an established government program under Treasury Regulation 1.141-2(d)(4) or (ii) any real property components of the Project, unless it has received an opinion of nationally recognized bond counsel to the effect that such disposition will not adversely affect the treatment of interest on the Tax-Exempt Bonds as excludable from gross income for federal income tax purposes.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Tax-Exempt Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) *Rebate Requirement.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Tax-Exempt Bonds.

(e) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Tax-Exempt Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(f) *Registration Covenant.* The City will maintain a system for recording the ownership of each Tax-Exempt Bond that complies with the provisions of Section 149 of the Code until all Tax-Exempt Bonds have been surrendered and canceled.

(g) *Record Retention.* The City will retain its records of all accounting and monitoring it carries out with respect to the Tax-Exempt Bonds for at least three years after the Tax-Exempt Bonds mature or are redeemed (whichever is earlier); however, if the Tax-Exempt Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring

at least three years after the earlier of the maturity or redemption of the obligations that refunded the Tax-Exempt Bonds.

(h) *Compliance with Federal Tax Certificate.* The City will comply with the provisions of the Federal Tax Certificate with respect to the Tax-Exempt Bonds, which are incorporated herein as if fully set forth herein. The covenants of this Section will survive payment in full or defeasance of the Tax-Exempt Bonds.

(i) *Bank Qualification.* In the Federal Tax Certificate the City may designate the Tax-Exempt Bonds as “qualified tax-exempt obligations” for purposes of paragraph (3) of Section 265(b) of the Code.

Section 10. Debt Service Fund and Provision for Tax Levy Payments. The City has previously authorized the creation of a fund to be used for the payment of debt service on the Bonds and other limited tax general obligations of the City, designated as the “LTGO Debt Service Fund” (the “Debt Service Fund”), and within such fund separate accounts as determined to be necessary by the Finance Director, for the purpose of paying debt service on the Bonds. No later than the date each payment of principal of and/or interest on the Bonds matures or becomes due and payable, the City shall transmit sufficient funds, from the Debt Service Fund or from other legally available sources to the Bond Registrar for the payment of such principal and/or interest. Money in the Debt Service Fund not needed to pay the interest or principal next coming due may temporarily be deposited in legal investments for City funds, but only to the extent that the same are acquired, valued and disposed of at Fair Market Value.

The City hereby irrevocably covenants and agrees for as long as any of the Bonds are outstanding and unpaid that each year it shall include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bonds as the same shall become due.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the property tax levy permitted to cities without a vote of the electorate, and that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bonds will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bonds. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bonds as the same shall become due.

Section 11. Defeasance. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in the Debt Service Fund or in another special account, cash or noncallable Government Obligations, or any combination of cash and/or noncallable Government Obligations, in amounts and maturities which, together with the known earned income therefrom, are sufficient to redeem or pay and retire such Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and/or noncallable Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Debt Service Fund for the payment of the principal of and interest on

such Bond. The owner of a Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from the Debt Service Fund or such special account, and such Bond shall be deemed to be not outstanding under this ordinance.

The City shall give written notice of defeasance of the Bonds in accordance with the Continuing Disclosure Certificate.

Section 12. Sale of Bonds.

(a) *Bond Sale.* The Bonds shall be sold at negotiated sale to the Underwriter pursuant to the terms of the Bond Purchase Contract. The Council has determined that it is in the best interest of the City to delegate to each of the Designated Representatives, for a limited time the authority to approve the final interest rates, aggregate principal amount(s), principal amount of each maturity of the Bonds, whether to issue the Bonds in one or more series, whether to designate the Bonds (or the Bonds of a series) as Tax-Exempt or Taxable Bonds, and the redemption rights for each series of Bonds.

Subject to the terms and conditions set forth in this Section 12, each Designated Representative is hereby authorized to determine whether to issue the Bonds in one or more series, whether to designate the Bonds (or the Bonds of a series) as Tax-Exempt or Taxable Bonds, and to approve the final interest rates, aggregate principal amount, principal maturities, and redemption rights for the Bonds in the manner provided hereafter so long as:

- (1) the aggregate principal amount of the Bonds does not exceed \$15,000,000,
- (2) the final maturity date for the Bonds is no later than December 1, 2048,
- (3) the aggregate purchase price for a series of the Bonds shall not be less than 98% of the aggregate stated principal amount of such series of Bonds, excluding any original issue discount, and
- (4) the true interest cost for a series of Bonds (in the aggregate) does not exceed 5.00%.

Subject to the terms and conditions set forth in this section, a Designated Representative is hereby authorized to execute the Bond Purchase Contract on behalf of the City.

Following the execution of the Bond Purchase Contract, a Designated Representative shall provide a report to the Council describing the final terms of the Bonds approved pursuant to the authority delegated in this section. The authority granted to the Designated Representatives by this Section 12 shall expire on August 31, 2018. If the Bond Purchase Contract for the Bonds has not been executed by August 31, 2018, the authorization for the issuance of the Bonds shall be rescinded, and the Bonds shall not be issued nor their sale approved unless such Bonds are re-authorized by ordinance of the Council. The ordinance re-authorizing the issuance and sale of such Bonds may be in the form of a new ordinance

repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance approving a Bond Purchase Contract or establishing terms and conditions for the authority delegated under this Section 12.

(b) *Delivery of Bonds; Documentation.* Upon the passage and approval of this ordinance and execution of the Bond Purchase Contract, the proper officials of the City, including the Designated Representatives, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bonds to the Underwriter and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds in accordance with the terms of the Bond Purchase Contract. Such documents may include, but are not limited to, documents related to a municipal bond insurance policy delivered by an insurer to insure the payment when due of the principal of and interest on all or a portion of the Bonds as provided therein, if such insurance is determined by a Designated Representative to be in the best interest of the City.

Section 13. Preliminary and Final Official Statements. A Designated Representative is hereby authorized to deem final any preliminary Official Statement relating to the Bonds for the purposes of the Rule. A Designated Representative is further authorized to approve for purposes of the Rule, on behalf of the City, any Official Statement relating to the issuance and sale of the Bonds and the distribution of the Official Statement pursuant thereto with such changes, if any, as may be deemed by him or her to be appropriate.

Section 14. Undertaking to Provide Ongoing Disclosure. The City covenants to execute and deliver at the time of Closing a Continuing Disclosure Certificate. The Designated Representative is hereby authorized to execute and deliver one or more Continuing Disclosure Certificates upon the issuance, delivery and sale of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interests of the City..

Section 15. Lost, Stolen or Destroyed Bonds. In case any Bonds are lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like series, amount, date and tenor to the Registered Owner thereof if the owner pays the expenses and charges of the Bond Registrar and the City in connection therewith and files with the Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of his or her ownership thereof, and furnishes the City and the Bond Registrar with indemnity satisfactory to both.

Section 16. Severability; Ratification. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 17. Effective Date. This ordinance shall be in full force and effect five days after publication of this ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED BY THE CITY COUNCIL at its regular meeting held on [____]. [____, ____], 2017.

Ron Onslow, Mayor

ATTEST

Julie Basarab, City Clerk

APPROVED AS TO FORM

Pacifica Law Group LLP, as Bond Counsel

By: _____

EXHIBIT A

Form of Bond

UNITED STATES OF AMERICA

NO. ____ \$

STATE OF WASHINGTON

CITY OF RIDGEFIELD

LIMITED TAX GENERAL OBLIGATION BOND, 2017[A/B] [TAXABLE]

INTEREST RATE: %

Maturity Date:

CUSIP NO.:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: AND NO 100/DOLLARS

The City of Ridgefield, Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from _____, 20____, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on _____, and semiannually thereafter on the first days of each succeeding _____ and _____. Both principal of and interest on this bond are payable in lawful money of the United States of America. The

fiscal agent of the State of Washington has been appointed by the City as the authenticating agent, paying agent and registrar for the bonds of this issue (the "Bond Registrar"). For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the City to DTC.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinance No. 2017- _____ duly passed by the City Council on [_____, 2017 (the "Bond Ordinance"). This bond is one of an authorized issue of bonds of like date, series, tenor, rate of interest and date of maturity, except as to number and amount in the aggregate principal amount of \$_____ (the "Bonds") and is issued pursuant to the Bond Ordinance to provide funds to pay the cost of acquiring, improving, equipping and furnishing an outdoor recreation complex, including related parking, and paying costs of issuance for the Bonds (the "Project"). [Simultaneously with the issuance of the Bonds, the City will also issue its Limited Tax General Obligation Bonds, 2017[A/B] [Taxable] pursuant to the Bond Ordinance for the purpose of financing a portion of the costs of the Project.] Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

The Bonds are subject to redemption prior to maturity as provided in the Bond Purchase Contract and the Bond Ordinance. The Bonds may be transferred and exchanged upon surrender to the Bond Registrar as provided in the Bond Ordinance.

[The Bonds are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The City has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code.]

The City hereby irrevocably covenants and agrees with the owner of this bond that it shall include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The pledge of tax levies for payment of principal of and interest on the bonds may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Ridgefield, Washington, has caused this bond to be signed by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of the City Clerk, and the seal of the City to be impressed or reproduced hereon, all as of _____, 2017.

CITY OF RIDGEFIELD, WASHINGTON

(S E A L)

By: [Facsimile Signature]
Mayor

Attest:

[Facsimile Signature]
City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This is one of the Limited Tax General Obligation Bonds, 2017, of the City of Ridgefield, Washington, dated _____, 2017, as described in the within mentioned Bond Ordinance.

WASHINGTON STATE FISCAL AGENT, as Registrar

By: _____
Authorized Officer



City of Ridgefield, Washington

Ridgefield Outdoor Recreation Complex (RORC) Limited Tax General Obligation Bonds

July 13, 2017

PFM Financial
Advisors LLC

1200 Fifth Avenue
Suite 1220
Seattle, WA, 98101

Susan Musselman
(360) 445-0238
Duncan Brown
(206) 858-5367



Plan of Finance

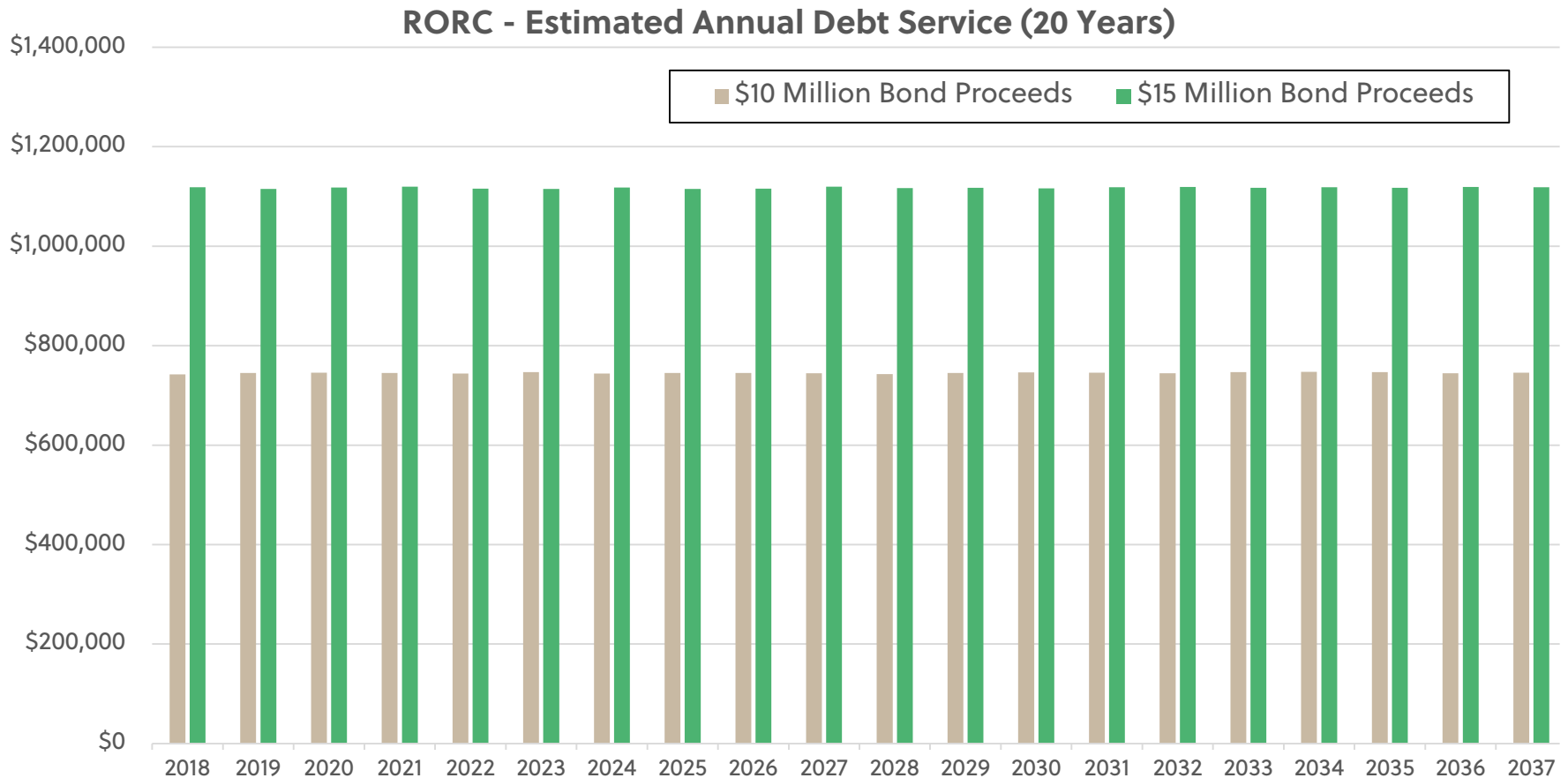
- The City intends to fund the Ridgefield Outdoor Recreation Complex (RORC) with a combination of funds on hand (REET and park impact funds); state and federal grant funding; sponsorship(s); proceeds from the sale of City property; and bond proceeds
 - Debt service on City bonds expected to be repaid with future REET and PIF revenue
- Size of bond issue(s) may range between \$10-15 million, depending on exact amounts of grant funding and property sale revenues

Estimated Sources and Uses of Project Funds		
	<i>Smaller Bond Issue</i>	<i>Larger Bond Issue</i>
Site Improvements Contract	\$7,700,000	\$7,700,000
Grading and Utility Contract	5,800,000	5,800,000
School District Reimbursement	4,000,000	4,000,000
Street Project	<u>2,500,000</u>	<u>2,500,000</u>
Total Uses of Funds	\$20,000,000	\$20,000,000
Bond Proceeds	\$10,000,000	\$15,000,000
REET and PIF Funds on Hand	5,000,000	5,000,000
Property Sale, State/Federal Grants, Sponsorship	<u>5,000,000</u>	<u>--</u>
Total Sources of Funds	\$20,000,000	\$20,000,000



Plan of Finance – 20 Years

- The chart below shows estimated annual debt service on a \$10 million bond issue vs. a \$15 million bond issue, amortized over 20 years



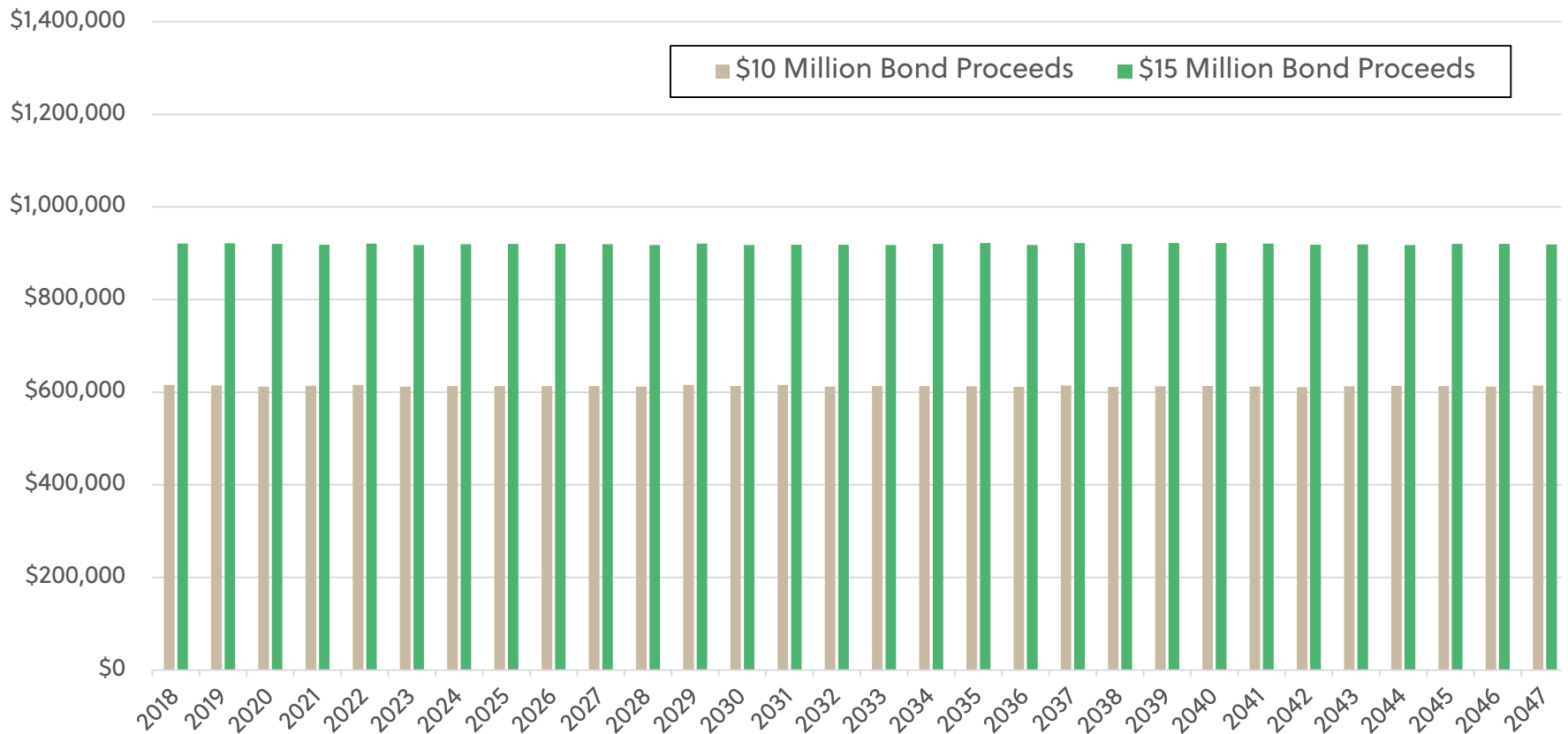
Market rates as of 6/16/17, plus 1.00% "cushion." Preliminary; subject to change.



Plan of Finance – 30 Years

- The chart below shows estimated annual debt service on a \$10 million bond issue vs. a \$15 million bond issue, amortized over 30 years

RORC - Estimated Annual Debt Service (30 Years)



Market rates as of 6/16/17, plus 1.00% "cushion." Preliminary; subject to change.



Next Steps

- The City Council will be asked to adopt the bond resolution, which will delegate authority to the City Manager and Finance Director to execute the bond transaction within certain parameters, including:
 - Principal amount of not more than \$15 million
 - Maximum interest rate of 5.0%
 - Final maturity not later than December 1, 2048
- PFM, Pacifica Law Group (bond counsel), and Piper Jaffray (underwriter) will help the City prepare a "Preliminary Official Statement" (or POS, the disclosure document)
- The City will apply for a bond rating
- After finalizing the POS and receiving a rating, the City's bonds will be offered to investors
 - Specific date will be determined as the transaction progresses – currently targeted for late September
 - Bond closing (receipt of funds) typically two weeks after sale date



Next Steps

<u>Activity</u>	<u>Date</u>
City Council meeting to consider Bond Ordinance	July 13
Prepare Preliminary Official Statement (POS) and rating agency presentation materials	July – August
Call or meeting with rating agency	Late August
Finalize plan of finance and POS	Early September
Bond sale	Late September
Bond closing (receipt of funds)	October

PFM Financial Advisors LLC

1200 Fifth Avenue | Suite 1220 | Seattle, WA 98101

Susan Musselman, Director

(360) 445-0238 | musselmans@pfm.com

Duncan Brown, Senior Managing Consultant

(206) 858-5367 | brownd@pfm.com



CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: July 13, 2017

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington
Amending Ordinance No. 1224 and Ordinance No. 1231
Pertaining to the 2017 Budget

GOVERNING LEGISLATION:

Revised Code of Washington Chapter 35A.33

PREVIOUS COUNCIL ACTION TAKEN:

Council adopted Ordinance No. 1224 pertaining to the 2017 Budget on December 1, 2016.
Council approved Ordinance No. 1231, an amendment to the 2017 budget on April 27, 2017.

SUMMARY/BACKGROUND:

The budget amendment totals \$7,619,000 in one-time appropriations and includes \$4,441,500 in special revenue and general fund transfers to fund the amendment. The General Fund transfer of \$16,500 will be reallocated from existing resources and no additional funds are requested from the General Fund. No on-going costs are included in the appropriation requests with this budget amendment.

The amendment also includes recognition of \$10,177,500 increase in revenue, \$10,000,000 in bond proceeds, \$76,000 in additional funding for sewer construction related to the 35th & Pioneer Roundabout, \$40,000 recognition in drinking water state revolving fund loan draws, and \$61,500 in additional grant funding. The total fund balance impact to the City is an increase of \$2,575,000 overall due to bond proceeds that will be spent later in 2017 or 2018.

The special revenue fund transfers of \$2 million from REET and \$1 million from PIF will provide interim financing for the expected grading cost in August and September for RORC. At the time the bond proceeds are received (expected in October 2017), the expense will be reimbursed to each fund respectively, per a reimbursement Resolution No. 514 that was adopted by Council September 22, 2016.

The amendment includes the purchase of park property and multiple construction projects that were not anticipated, or costs defined when the 2017 budget was adopted. The projects include a water main installation along Hillhurst Road, grading and utility work for the Ridgefield Outdoor Recreation Complex, additional expense for sewer work, construction management and right of way purchase for the 35th & Pioneer Roundabout, a final change order and close out of the Junction well and transmission system and 1.0 MG reservoir, grant funding for additional street maintenance, and installation of playground equipment at Osprey Park.

Refer to the attached exhibit "A" for Ordinance No. 1237 for a list of project requests and the

following table for detailed fund balance impact.

<i>Fund Balance Impact</i>							
				Total Expense	Increased Revenue	Interfund Transfer In	Fund Impact
001	General Fund			-	-	-	-
001-58	Building Fees			-	-	-	-
101	Street Fund			50,000	50,000	-	-
105	REET Fund			2,175,000	-	-	(2,175,000)
114	PIF Fund			1,000,000	-	-	(1,000,000)
115	TIF Fund			425,000	-	-	(425,000)
300	General Capital			6,628,000	10,011,500	3,616,500	7,000,000
406	Water Fund			-	-	-	-
407	Sewer Fund			76,000	76,000	-	-
408	Storm Fund			-	-	-	-
410	Water Utility Capital			865,000	40,000	825,000	-
412	Storm Utility Capital			-	-	-	-
416	Water System Development Charge			825,000	-	-	(825,000)
Total				12,044,000	10,177,500	4,441,500	2,575,000

BUDGET/FINANCIAL IMPACTS:

Please refer to the included table and to Exhibit “A” attached to Ordinance No. 1237

RECOMMENDED ACTION OR MOTION:

Staff recommends Council conduct the first reading of Ordinance No. 1237

STAFF CONTACT:

Kirk Johnson, Finance Director

ATTACHMENTS:

2017 Budget Amendment 2 (PDF)

ORDINANCE NO. 1237

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING ORDINANCE NO. 1224 AND ORDINANCE NO. 1231 PERTAINING TO THE 2017 BUDGET

WHEREAS, the Ridgefield City Council at its regular meeting on December 1, 2016 adopted Ordinance No. 1224 which adopted the City of Ridgefield 2016 budget; and

WHEREAS, the Ridgefield City Council at its regular meeting on April 27, 2017 adopted Ordinance No. 1231 which amended the City of Ridgefield 2016 budget; and

WHEREAS, the City of Ridgefield deems it necessary to appropriate additional expenditures in 2017 in the funds that are identified in the attached Exhibit A of the 2017 budget amendment; and

WHEREAS, these expenditures were not anticipated at the time of the adoption of the 2017 budget.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to amend the 2017 budget to account for revenues and expenditures that were not anticipated at the time of adoption.

Section 2. Budget Amendment Adopted. Ordinance No. 1237, and the budget of the City of Ridgefield for fiscal year 2017 shall be amended to include the additional receipt and/or reduction of funds and the additional and/or reduction of expenditures addressing the funds shown in the attached Exhibit A.

Section 3. 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 4. Regulatory Conflicts. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of the inconsistency or conflict.

Section 5. 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 6. Effective date. This ordinance shall be in full force and effect five (5) calendar days after adoption and publication pursuant to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON ON THE 27th DAY OF JULY, 2017.

Ron Onslow, Mayor

ATTEST:

Julie Basarab,
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading:	July 13, 2017
Second Reading	July 27, 2017
Date of Publication:	August 2, 2017
Effective Date:	August 7, 2017

Exhibit "A"



2017 Budget Amendment #2

Ordinance #1237

ExpenseFunding Source													
Item No.	Requesting Department	Fund	Project	Funding Source	Total One Time 2016 Appopr.	Total Ongoing Annual Cost	Reapprop.	New Approp. Request	Revenue increase	Gen Fund, Special Revenue Funds Transfer	Loan/Grant/ Bond	Fund Balance Impact	Description
1	Finance	General Capital	Purchase 5054 Pioneer St	REET	175,000	-	-	175,000	-	175,000	-	(175,000)	Purchase open space/park land located at 5054 Pioneer off of 50th Ave. Includes \$165,000 purchase price/closing costs plus cost to complete asbestas check for demo of buildings..
2	Public Works	Street Fund	Street Maintenance	Grant	50,000	-	-	50,000	-	-	50,000	-	Received emergency pavement repair funding of \$50,000 from TIB. Will add to street maintenance funding for pothole repair.
3	Public Works	Sewer Fund	35th & Pioneer Roundabout	Partner Agency	76,000	-	-	76,000	76,000	-	-	-	Sewer portion of 35th & Pioneer Roundabout project. Funding will be sent from CRWWD to cover expense.
4	Public Works	General Capital	RORC Grading	Bond	6,000,000	-	-	6,000,000	-	3,000,000	10,000,000	4,000,000	Grading and underground work for RORC. Recognize funding from issuance of \$10,000,000 bond. Interim funding for expense from REET (\$2,000,000) and PIF (\$1,000,000).
5	Public Works	Water Utility Capital	RORC Water Project	WSDC	825,000	-	-	825,000	-	825,000	-	(825,000)	Water main installation as part of RORC project along Hillhurst. Fund from system development charges.
6	Public Works	Water Utility Capital	Junction Well & Reservoir	Loan	40,000	-	-	40,000	-	-	40,000	-	Final change order for construction and construction management. Project close out.

Attachment: 2017 Budget Amendment 2 (1330 : 2017 Budget Amendment 2)

2017 Budget Amendment #2													
Ordinance #1237													
Expense									Funding Source				
Item No.	Requesting Department	Fund	Project	Funding Source	Total One Time 2016 Appopr.	Total Ongoing Annual Cost	Reapprop.	New Approp. Request	Revenue increase	Gen Fund, Special Revenue Funds Transfer	Loan/Grant/ Bond	Fund Balance Impact	Description
7	Public Works	General Capital	35th & Pioneer Roundabout	TIF	425,000	-	-	425,000	-	425,000	-	(425,000)	Recognize additional expense for right of way and construction management for roundabout. Working with granting agency to discuss additional funding options and revisions to construction management.
8	Public Works	General Capital	Osprey Park Playground Equipment	Grant, Gen Fund	28,000		(16,500)	28,000	-	16,500	11,500	-	Playground equipment for new park located in Osprey Pointe. Received \$6,500 grant from Parks Foundation and \$5,000 grant from Nutter Foundation. No additional City funds requested. Staff will reallocate funding from existing resource to Gen Capital Fund.
Total Budget Amendment					7,619,000	-	(16,500)	7,619,000	76,000	4,441,500	10,101,500	2,575,000	
Fund Balance Impact													
					Total Expense	Increased Revenue	Interfund Transfer In	Fund Impact					
001	General Fund				-	-	-	-					
001-58	Building Fees				-	-	-	-					
101	Street Fund				50,000	50,000	-	-					
105	REET Fund				2,175,000	-	-	(2,175,000)					
114	PIF Fund				1,000,000	-	-	(1,000,000)					
115	TIF Fund				425,000	-	-	(425,000)					
300	General Capital				6,628,000	10,011,500	3,616,500	7,000,000					
406	Water Fund				-	-	-	-					
407	Sewer Fund				76,000	76,000	-	-					
408	Storm Fund				-	-	-	-					
410	Water Utility Capital				865,000	40,000	825,000	-					
412	Storm Utility Capital				-	-	-	-					
416	Water System Development Charge				825,000	-	-	(825,000)					
Total					12,044,000	10,177,500	4,441,500	2,575,000					

Attachment: 2017 Budget Amendment 2 (1330 : 2017 Budget Amendment 2)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING July 13, 2017

DATE:

ITEM: PUBLIC HEARING/BUSINESS

AGENDA ITEM AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON Amending
TITLE: Chapters Within Title 18 of the Ridgefield Municipal Code AMENDING
CHAPTER 18.210.150 (SPECIAL PROVISIONS FOR COTTAGE, CARRIAGE, AND
TWO/THREE UNIT HOMES).

GOVERNING LEGISLATION:

R.C.W. 36.70A

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

Part of the 2017 Planning Commission work program included research and development of a Tiny Homes ordinance for the city. Staff has undertaken research into Tiny Homes, administrative hurdles associated with tiny homes and building code issues. During the May 3rd Planning Commission meeting Commission members discussed various provisions and applicability to Ridgefield. The Planning Commission held a public hearing on June 7, 2017 and recommended approval of the attached Tiny Homes code.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

No action. Tonight is the Public Hearing and first reading. Second reading is scheduled with Council on July 27th, 2017.

STAFF Jeff Niten, Community Development Director

CONTACT:

ATTACHMENTS 18.100.048____T__definitions. V1 (DOCX)
:
18.210.150__Special_provisions_for_cottage__carriage_and_two_three_unit_homes v.1 (DOCX)

ORDINANCE NO. 1242**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING CHAPTERS WITHIN TITLE 18 OF THE RIDGEFIELD MUNICIPAL CODE AMENDING CHAPTER 18.210.150 (SPECIAL PROVISIONS FOR COTTAGE, CARRIAGE, AND TWO/THREE UNIT HOMES).**

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 revisions 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 for PLZ-15-0002 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 amends certain Chapters of Title 18 set forth below in the manner set forth in Exhibit A, attached hereto and incorporated by this reference:

Amends Title 18, Chapters: 18.210.150, Special Provisions for Cottage, Carriage and Two/Three Unit Homes.

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: July 13, 2017

Second Reading/Passage: July 27, 2017

Date of Publication:

Effective Date:

EXHIBIT A:

Amendments of Title 18 of the Ridgefield Municipal Code

18.100.048 - "T" definitions.

Temporary use. See "Use: Temporary use."

Temporary use permit. A use permit which is of limited duration. See RDC 18.205.015.F.

Tent city. An emergency homeless encampment, hosted by a recognized religious assembly, school, or institution that owns or controls real property, which provides temporary housing to homeless persons whether within buildings located on the property or elsewhere on the property outside of buildings.

Through lot. See "Lot: Through lot."

Tiny Home. A home developed within a cottage cluster that is less than 1,000 square feet of habitable living space.

Tower, guyed. See "Wireless: Tower—Guyed."

Tower, lattice. See "Wireless: Tower—Lattice."

Townhouse. A form of attached housing. A townhouse is a single-family dwelling unit and lot available for purchase that has the following attributes:

- A. Is structurally attached to at least one other dwelling unit;
- B. Each dwelling unit is attached by not more than two vertical party walls;
- C. Is part of a group of two or more such units;
- D. Is separated by a common party fire retardant wall having no doors, windows or other provisions for human passage or visibility; and
- E. Has its own front and rear yard access.

Trail. A multi-use facility meeting the requirements of the Ridgefield Engineering Standards for Public Works Construction for non-motorized users for transportation and recreational purposes.

Trailer, residential. A mobile home which was not constructed in accordance with federal manufactured housing construction and safety standards (HUD code) in effect after June 15, 1976. Residential trailers are not permitted within the city of Ridgefield.

Trailer, travel. Any transportable trailer available for recreational use forty feet or less in length or eight feet or less in width, built on a chassis and equipped with wheels. This term also includes "recreational vehicles."

Transfer station. Staffed collection and transportation facility used by private individuals and route collection vehicles to deposit solid waste collected off-site into larger transfer vehicles for transport to permanent disposal sites, and may also include recycling facilities involving collection or processing for shipment.

Transportation corridor. A transportation corridor is a significant arterial or highway which is the primary route for inter-community travel in a metropolitan area or region. Transportation corridors typically accommodate a high percentage or regional commercial and mass transit use.

Tree. A woody plant which at maturity is usually twenty feet or more in height and generally has a single trunk, un-branched for three feet or more above the ground, and a more or less definite crown.

Tree canopy. The total area of the tree or trees where the leaves and outermost branches extend, also known as the "dripline."

Tree—Deciduous. Trees that shed or otherwise loose their foliage at the end of the growing season, such as maples, alders, oaks, and willows.

Tree—Evergreen. Trees that maintain the majority of their foliage each year when grown in the Ridgefield area. Examples of evergreen trees include pines, firs, Douglas fir, and the Pacific Madrone.

Tree—Significant. Any healthy, windfirm, and nonhazardous tree eight inches or greater in diameter breast height if it is a conifer and twelve inches or greater in diameter at breast height if deciduous.

Tree—Street. A tree located within a street right-of-way or street tree easement, adjacent to public or private streets, including undeveloped areas.

Trees—Windfirm. Trees able to withstand strong winds and resist windthrow (blowdown), wind-rocking, and major breakage.

Tree and vegetation removal. Removal of a tree(s) or vegetation, through either direct or indirect actions including, but not limited to, clearing, cutting, causing irreversible damage to roots or trunks; poisoning; destroying the structural integrity; and/or any filling, excavation, grading, or trenching in the dripline area of a tree which has the potential to cause irreversible damage to the tree, or relocation of an existing tree to a new planting location.

Triplex. A multi-dwelling structure that contains three primary dwelling units on one lot. Each unit must share a common wall or common floor/ceiling with at least one other unit.

Two-/three-unit home. See "Cottage housing: Two-/three-unit home."

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

18.210.150 - Special provisions for cottage, carriage, tiny home and two/three unit homes.

- A. Voluntary Provisions. The provisions of this subsection are an alternative to detached single-family home product. These standards address the changing composition of households, and the need for smaller, more diverse, and often, more affordable housing choices. Providing for a variety of housing types also encourages innovation and diversity in housing design and site development, while ensuring compatibility with surrounding single-family residential development.
- B. Definitions. See Chapter 18.100, Definitions, for definitions of the terms used in this section.
- C. Applicability. The housing types described in this chapter may be used only in the RLD-4, RLD-6, RLD-8, and RMD-16 zones.
- D. Primary Standards.

Table 18.210.150-1

	Cottage	Carriage Unit	<u>Tiny Homes</u>	Two/Three-Unit Home ¹
Max Unit Size ²	1,500 square feet ³	800 square feet	<u>1,000 square feet</u>	1,000 square feet average unit size
				Structure total ⁴ :
				Two-Unit: 2,000 sf
				Three-Unit: 3,000 sf
Density				2 times the maximum density allowed in the underlying zone, up to a maximum of 16 units per net developable acre. ^{5, 6}
Max Floor Area Ratio (FAR) ⁷				0.35
Development Size	Min 4 units Max 24 units	Allowed when included in a cottage project.	<u>Min 4 units</u> <u>Max 24 units</u>	Must be limited to either one two-unit home or one three-unit home, or be part of a cottage development, unless approved through Type II process.
	Maximum cluster ⁸ : 12 units		<u>Maximum cluster ⁸: 12 units</u>	

Review Process	Type II			Single two-unit home or single three-unit home: Type I process. Development containing more than one two-unit or one three-unit home (other than a cottage project): Type II ⁹ process
Location				Developments containing cottage, carriage and/or two/three-unit homes may not be located closer than the distance noted below to another development approved under the provisions of this chapter:
				1—9 Units: 250 feet
				10—19 Units: 500 feet
				20—24 Units: 750 feet
Parking Requirements				Minimum of one space per unit.
Minimum Required Yards (from exterior property lines of subject property)	Front: 20 feet Other: 10 feet	Allowed when included in a cottage project.		Front: 20 feet Other: 10 feet
Lot coverage (all impervious surfaces) ¹⁰	50%	Allowed when included in a cottage project.		50%
Height				

Dwelling Units		25 feet where minimum roof slope of 6:12 for all parts of the roof above 18 feet are provided. Otherwise, 18 feet.
Accessory Structures		One story, not to exceed 18 feet.
Common Open Space		400 square feet per unit. Private open space is also encouraged.
Community Buildings		Community buildings are encouraged.
Attached Covered Porches ¹¹		Each unit must have a covered porch with a minimum area of 64 square feet per unit and a minimum dimension of 7 feet on all sides.
Accessory Dwelling Units (ADUs)		Not permitted as part of a cottage, carriage or two/three-unit home development.

¹ Within the downtown transition area this housing type is only allowed where it is included in a cottage project.

² A covenant restricting any increases in unit size after initial construction shall be recorded against the property. Vaulted space may not be converted to habitable space.

³ Maximum size for a cottage is 1,500 square feet. A cottage may include an attached garage, not to exceed 250 square feet.

⁴ Maximum size for a two-unit home is 2,000 square feet. A two-unit home may include an attached garage, not to exceed 500 square feet. The maximum size for a three-unit home is 3,000 square feet. A three-unit home may include an attached garage, not to exceed 750 square feet.

⁵ Existing detached dwelling units may remain on the subject property and will be counted as units.

⁶ When the conversion from detached dwelling units to equivalent units results in a fraction, the equivalent units shall be limited to the whole number below the fraction.

⁷ FAR regulations are calculated using the entire development site. FAR for individual lots may vary.

⁸ Cluster size is intended to encourage a sense of community among residents. A development site may contain more than one cluster, with a clear separation between clusters.

⁹ Carriage units and two/three-unit homes may be included within a cottage housing proposal provided, that the number of two/three-unit homes and carriage units does not exceed 20 percent of the total number of units in the project.

¹⁰ Lot coverage is calculated using the entire development site. Lot coverage for individual lots may vary.

¹¹ Requirements for porches do not apply to carriage or two/three-unit homes.

E. Community Buildings and Community Space in Cottage Developments. Cottage and Tiny Home developments are encouraged to create community buildings and community open space.

1. Community buildings or space shall be clearly incidental in use and size to the dwelling units.
2. Building height for community buildings shall be no more than one story. Where the community space is located above another common structure, such as a detached garage or storage building, the maximum building height for the underlying zone applies.
3. Community buildings must be located on the same site as the cottage housing development, and be commonly owned by the residents.

F. Design Standards and Guidelines.

1. Tiny Home Projects.

- a. Tiny Homes must be affixed to a permanent foundation.
- b. Permanent water and sanitary sewer service must be connected to each home in the cluster with separate meter service.
- c. The Tiny Home structure, if modular construction, must meet Washington State Department of Labor and Industries standards for a Factory Assembled Structure and receive the "Modular Gold Label Insignia" from Labor and Industries.
- d. New Tiny Home structures, if stick built on-site, must meet City of Ridgefield building codes in effect at the time of application.
- e. Any tiny home development must have, at the time of final plat approval, a note on the face of the plat restricting any expansion of the original structure.

1. Cottage Projects.

- a. To the maximum extent feasible, each dwelling unit lot that abuts a common open space shall have a primary entry and/or covered porch oriented to the common open space.
- b. Each dwelling unit abutting a public right-of-way (not including alleys) shall have a primary or secondary entrance or porch, oriented to the public right-of-way. If a dwelling unit lot abuts more than one public right-of way, the city shall determine to which right-of-way the entrance or porch shall be oriented.
- c. Required Common Open Space. Common open space must be outside of critical areas, such as wetlands, streams and their buffers, and developed and maintained to provide for passive and/or active recreational activities for the residents of the development.
 - i. Each area of common open space shall be in one contiguous and usable piece with a minimum dimension of twenty feet on all sides.

- ii. Required common open space may be divided into no more than two separate areas per cluster of dwelling units.
 - iii. Common open space shall be centrally located and be easily accessible to all dwellings within the development.
 - iv. Fences are not allowed within required open space areas unless required as a condition of approval.
 - v. Landscaping located in common open space areas shall be designed to allow for easy access and use of the space by all residents, and to facilitate maintenance needs. Trees larger than eighteen inches diameter at breast height shall be retained and protected during site construction.
 - vi. Unless the shape or topography of the site precludes the ability to locate units adjacent to the common open space, the following standards must be met:
 - (a) The open space shall be located so that it will be surrounded by cottages or two/three-unit homes on at least two sides;
 - (b) At least fifty percent of the units in the development shall abut a common open space. A cottage is considered to "abut" an area of open space if there is no structure, lot, parcel, tract or right-of-way between the unit and the open space.
 - vii. Surface water management facilities shall be limited within common open space areas. Low impact development (LID) features are permitted, provided they do not adversely impact access to or use of the common open space for a variety of activities. Conventional stormwater collection and conveyance tools, such as flow control and/or water quality vaults are permitted if located underground.
- d. Shared Detached Garages and Surface Parking Design. To minimize the size of a parking area and to avoid impacts to public spaces, shared detached garages and surface parking areas shall satisfy the following six design criteria:
- i. Shared detached garage structures may not exceed four garage doors per building, and a total of one thousand two hundred square feet.
 - ii. The design of a shared garage must be similar and compatible to the dwelling units within the development in terms of size, scale, massing, materials and roof pitch.
 - iii. Shared detached garage structures and surface parking areas must be screened from public streets and adjacent residential uses by landscaping that achieves eighty percent opacity or architectural screening.
 - iv. Shared detached garage structures shall be reserved for the residents of the development.
 - v. Surface parking areas may not be located in clusters of more than four spaces. Clusters must be separated by a distance of at least twenty feet.
 - vi. The roof lines of carports must be similar to the roofline of the dwelling units within the development.
- e. Low Impact Development. The site design shall incorporate the low impact development (LID) strategies to meet stormwater management standards. LID is a set of techniques that mimic natural watershed hydrology by slowing, evaporating/transpiring, and filtering water, which allows water to soak into the ground closer to its source. The design must meet three of the following objectives:
- i. Preserve natural hydrology.
 - ii. Minimize impervious surfaces.
 - iii. Treat stormwater in numerous small, decentralized structures.

- iv. Use natural topography for drainageways and storage areas, to the extent feasible.
- v. Preserve portions of the site in undisturbed, natural conditions.
- vi. Reduce the Use of Piped Systems. Whenever possible, site design should use multifunctional open drainage systems such as vegetated swales or filter strips which also help to fulfill landscaping and open space requirements.
- f. Two/Three-Unit Homes and Carriage Units within Cottage Projects. Two/three-unit homes and carriage units may be included within a cottage housing development. Design of these units should be compatible with that of the cottages included in the project.
- g. Variation in Unit Sizes, Building and Site Design. Cottage projects shall create building and site design that promotes architectural variety and visual interest and which is compatible with the character of the surrounding neighborhood by:
 - i. Including a mix of unit sizes within a single development.
 - ii. Employing multiple architectural styles and site design elements. Dwellings with the same combination of features and treatments may not be located adjacent to each other.
- h. Pedestrian Flow Through Development. Pedestrian connections shall link all buildings to the public right-of-way, common open space and parking areas.
- 2. Two/Three-Unit Homes Not Included in Cottage Developments. Two- and three-unit homes are an allowed use on individual lots in the RLD-4 and RLD-6 zones.
 - a. Entries. Two- and three-unit homes shall maintain the traditional character and quality of detached single-family dwelling units by using design elements such as single points of entry addressing the street, pitched roofs, substantial trim around windows, porches and chimneys. A multiple-unit home may use no more than one entry on each side of the structure.
 - b. Low Impact Development (LID). Projects containing two or more two/three-unit homes shall follow the LID standards in RDC 18.210.150(F)(1)(e).
 - c. Garages and Surface Parking Design.
 - i. Garages and driveways for two/three-unit homes. No more than three garage doors may be visible on any facade of the structure.
 - ii. Surface parking shall be limited to groups of no more than three stalls. Parking areas with more than two stalls must be visually separated from the street, perimeter property lines and common areas through site planning, landscaping or natural screening.
- G. Review Process.
 - 1. The city will process an application for a cottage housing development or a development containing more than one two-unit or one three-unit home through a Type II site plan review process per RDC 18.500. Cottage housing developments may also be reviewed through a subdivision or PUD process; see RDC 18.600 and 18.401, respectively.
 - 2. A single two-unit home or single three-unit home shall be reviewed through a Type I site plan review process.

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

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: July 13, 2017

ITEM: PUBLIC HEARING/BUSINESS

AGENDA ITEM TITLE: AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON
ADDING Chapters Within Title 18 of the Ridgefield Municipal
Code ADDING CHAPTER 18.840 (HERITAGE TREES).

GOVERNING LEGISLATION:

R.C.W. 36.70A

PREVIOUS COUNCIL ACTION TAKEN:

None

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 the attached draft code.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

None. This is the public hearing and first reading of the Heritage Tree code section. Second reading is scheduled for July 27, 2017.

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: PC recommendation Heritage Trees code (DOCX)
avg DBH (DOCX)

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: July 13, 2017

Second Reading/Passage: July 27, 2017

Date of Publication:

Effective Date:

EXHIBIT A:

Amendments of Title 18 of the Ridgefield Municipal Code

Sections:

18.840.010 Purpose and intent.

The ordinance codified in this chapter has been adopted to identify, promote, protect and maintain Ridgefield's heritage trees. This chapter is intended to provide reasonable assurance Ridgefield's rich tree heritage will continue. This chapter has three purposes: (1) to identify heritage trees on public and private property; (2) to inform private property heritage tree owners about the treasures they possess; and (3) to encourage maintenance and protection of all heritage trees.

18.840.020 Definitions.

For the purposes of this chapter, the following terms are defined:

- A. "Adjacent property owner" means the person responsible for the care of a street tree.
- B. "Applicant" means the person that applies for a Heritage Tree Removal permit.
- C. "Arborist" means a professional trained in the art and science of planting, caring for, and maintaining individual trees.
- D. "City" means the city of Ridgefield, Washington.
- E. "DBH" means Diameter at Breast Height, or 4.5 feet (54 inches) above the ground.
- F. "Drip line" means the area encompassed by the tree canopy projected vertically to the ground.
- G. "Heritage Tree" means a tree meeting the minimum DBH identified in the tree protection ordinance, except defined nuisance trees.
- H. "ISA" means the International Society of Arboriculture.
- I. "Person" means any individual, organization, society, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, governmental agency, public or private utility, cooperative, interstate body, or other legal entity.
- J. "Property owner" means any person deeded the land on which the heritage tree grows or said person's legal representative.
- K. "Remove" or "removal" means the act of removing a heritage tree by digging it up, or cutting it down.

18.840.030 Applicability of chapter.

This chapter shall apply to all land designated for single family, or multi-family within the city limits. All trees, other than street trees, are regulated under this chapter. All trees with a DBH measurement of 12 inches or greater, within the city limits, are regulated under this chapter, except nuisance species identified in 18.840.050 (D) below.

18.840.040 Protected tree removal prohibition.

Subject to the exceptions identified in Section 18.840.050 of this chapter, no person shall remove or cause damage to any heritage tree.

18.840.050 Exceptions.

Acts which may damage or remove a heritage tree may occur only after receiving a permit from the city. Only the property owner or city can apply for a permit.

A. Protected trees may be pruned without a permit as part of routine tree maintenance in accordance with International Society of Arboriculture Standards.

B. A heritage tree may be removed without a permit in order to protect public safety or private or public property from imminent danger, provided that the person responsible for removing the heritage tree applies for a tree removal permit within thirty (30) days following the removal of the tree. Such permit shall be accompanied by a statement from an arborist certified by the ISA that said tree was a danger to public health or public or private property.

1. An otherwise protected tree that is significantly damaged by a storm or reasonably unforeseeable action then removal of the tree is exempt from permitting requirements. Significantly, as it applies to this section, means more than 50% of the height of the main trunk of the tree is touching the ground.

C. Other acts which may result in damage to or removal of protected heritage trees shall adhere to the following process:

1. A person proposing any act which may result in damage to or removal of a protected heritage tree shall submit a Heritage Tree removal application to the city. The request shall identify the protected heritage tree(s) affected, the reason for the action, and the time the proposed action would occur. Applicants are encouraged to work with the native vegetation on site rather than removing heritage trees.
2. A Heritage Tree removal application shall be reviewed using Type II procedures.

3. The city shall make a determination within forty five (45) days of submission of permit application.

4. The city shall notify the person requesting the permit of the decision.

5. A decision to allow an action which may damage or remove any protected heritage trees will result in a permit being issued. The permit shall contain any required terms and/or conditions including replanting of identical species elsewhere on the subject property.

a. A required replacement of the removed heritage tree must be a condition of approval. At the discretion of the Community Development Director the applicant shall replant tree(s) of similar DBH measured at breast height elsewhere on the same property within thirty (30) days of removal. For example, if a heritage tree with a DBH of 15 inches is permitted for removal the applicant shall be required to replant one tree with a 15 inch DBH, or one tree with a 10 inch DBH and one tree with a 5 inch DBH, or three trees with a 5 inch DBH measurement, or any combination that replaces the DBH of the removed tree.

i. In no case will mitigation trees subject to a condition of approval be less than 2.5 inches DBH at the time of planting.

D. Nuisance Species as defined by RDC 18.830.050 Nuisance Plants and Harmful Plants lists, and:

1. Black cottonwood (*Populus trichocarpa*)
2. Black Locust (*Robinia pseudoacacia*)

Failure to follow the procedures set forth in this chapter or the terms and conditions of a permit shall be considered a violation of the city code.

18.840.060 Violation and penalty.

Any person violating or failing to comply with any provision of this chapter shall be found to have committed an infraction and shall be punishable by a penalty not to exceed five hundred dollars and a requirement to re-plant the same species at a 3 to 1 ratio at a minimum of the same DBH measurement. For example: each tree removed in violation of this chapter three trees shall be replanted. If a 15 inch DBH tree is removed in violation of this chapter three 15 inch DBH must be planted as mitigation in accordance with the formula outlined in 18.840.050 (C) (5) (a). Each such person shall be found to have committed a separate infraction for each and every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by any such person, and such person shall

be punished accordingly. The remedies for violation or failure to comply described herein are in addition to all other remedies provided or authorized by law.

Average DBH for common Western Washington trees at maturity

Western Hemlock: 18 inches

Douglas Fir: 60 inches

Western Red Cedar: 72 inches

Sitka Spruce: 36 inches

Red Alder: 24 inches

Pacific Yew: 12 inches

Bigleaf Maple: 24 inches

Oregon White Oak: 30 inches

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: July 13, 2017

ITEM: PUBLIC HEARING/BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Approving a Development Agreement with Pioneer Canyon 1, LLC.

GOVERNING LEGISLATION:
R.C.W. 3670B.170

PREVIOUS COUNCIL ACTION TAKEN:
None

SUMMARY/BACKGROUND:

The Ridgecrest Planned Unit Development was approved by the Hearing Examiner on November 10, 2016 (Final Order attached).

The Ridgecrest developers have requested the city consider a Development Agreement that provides for several items including modification of residential design standards. Under the proposal every home shall contain the following features:

- i) All wall openings, regardless of visibility from a public right-of-way, shall have contrasting trim (minimum 3”), and where no wall openings exist on a façade, contrasting materials must be incorporated;
- ii) roof overhang (minimum 6”);
- iii) covered entry;
- iv) minimum 100 square foot covered outdoor area behind front façade;
- v) another feature approved by the community development director may be authorized in lieu of one or more of the foregoing based on fact-specific analysis in the director’s sole discretion.

Standards applied to the front of homes within the Ridgecrest development will include:

Architectural Design. To ensure variety in architecture and to reduce the dominance of garages on the streetscape, applicants for new residential developments shall demonstrate compliance with the following provisions at the time of building permit application:

FRONT FAÇADE SEPARATION: Dwellings with the same front façade located on the same side of a street shall be separated by no less than two (2) lots, and dwellings with the same front façade located on opposite sides of a street shall be separated by no less than two (2) lots, with the lot directly across the street not included in the two-lot calculation. In this context, the lot “directly across the street” means the lot with which the greatest portion of frontage aligns with the frontage of the subject lot.

FRONT FAÇADE FEATURES: Every front façade shall contain a minimum of three (3) elements from the lists below to include a minimum of one (1) element that must be incorporated from the structural elements list and at least one (1) element must be incorporated from the decorative elements list:

STRUCTURAL ELEMENTS: Porches, dormers, gables, hipped/pitched roof, bay window, cupolas/towers, 16" offset, balconies, Differing roofline via orientations (structure, pitch, etc.), vertical breaks/horizontal walls

DECORATIVE ELEMENTS: Decorative garage doors, pillars/posts, decorative finish, contrasting materials, brick/rock accents, variable siding materials, plan reversal, other architectural elements, other than color, glass or lighting, including varying texture and materials within the same building, or massing, window voids, or other elements the director finds compatible with the residential character of the zone. Current code provisions provide 200 linear feet of separation between similar houses, on either side of a street, and specifically prohibit plan reversal or mirrored plans.

The Ridgecrest developers will provide a six foot (6') tall freestanding wall, with the appearance of earth tone stone and columns every 75' (maximum) will be constructed and maintained to front along S. 45th Avenue. Additionally, the 45th Avenue Wall will be placed 5' off the right-of-way for S. 45th Avenue. This will provide for additional screening and landscaping to match Exhibit C, attached. The agreement also provides for a meandering sidewalk along 45th Avenue.

Both the landscaping areas and the wall along 45th Avenue, and the off-site trail connections shall be maintained by the developers and future Home Owners Association.

The agreement provides for design and construction of 15th Avenue by the developer, in phases, through the development from S. 45th Avenue to the eastern edge of the development to the minor arterial street standard in the City's Engineering Standards. The developer agrees to design and construct the off-site portion of S. 15th Street, from the eastern edge of the project to S. 11th Street to the minor arterial street standard in the City's Engineering Standards. The City agrees that the construction of this off-site portion of S. 15th Street can only be completed if and when right-of-way is dedicated by the property owner. The city would agree to administer permitting for the proposed road.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

None. This is the public hearing and first reading. Second reading is scheduled with Council on July 27, 2017.

STAFF CONTACT:

Jeff Niten, Community Development Director

ATTACHMENTS:

Final Order (PDF)

LANDSCAPE EXHIBIT FOR DA EX F (PDF)

Ridgecrest Development Agreement DRAFT 7.13.17 JN (DOCX)

ORDINANCE NO. 1239

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT WITH PIONEER CANYON 1, LLC.

WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and,

WHEREAS, the City has the authority to enter into Development Agreements pursuant to RCW 36.70B.170 which provides:

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 cost of development; and,

WHEREAS, Pioneer Canyon 1, LLC ("Applicant") has controlling interests in the Property Owners own 162.33 acres of property located at 2067 South Royle Rd. in the City of Ridgefield; and

WHEREAS, the City Council conducted a public hearing of the proposed Development Agreement at a regular scheduled meeting held on July 13, 2017; and

WHEREAS, the City Council conducted a first reading of this ordinance on July 13, 2017; and

WHEREAS, the City and the Applicant have reached agreement regarding the terms and conditions of a Development Agreement related to the development of the Project, which Development Agreement, together with its Exhibits A through F, is attached hereto and incorporated herein;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON HEREBY ORDAINS AS FOLLOWS:

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds, following a public hearing process, that it is in the public interest for the City of Ridgefield to approve the amended Development Agreement with the applicant. Execution of this Agreement will generally: Promote efficient development patterns; provide for architectural design standards, and necessary road improvements.

Section 2. **Development Agreement Approved.** The City Council for the City of Ridgefield hereby approves the Development Agreement ("Agreement") attached hereto as Exhibit "A" and authorizes the City Manager to execute the Agreement substantially in the form attached and to take such other actions as may be necessary to effect this Agreement.

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

Section 4. **Severability**. 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 5. **Effective Date**. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 27TH DAY OF AUGUST 2017.

Mayor , Ron Onslow

ATTEST/AUTHENTICATED:

Julie Basarab
Deputy City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing:	July 13, 2017
First Reading:	July 13, 2017
Second Reading/Passage:	July 27, 2017
Date of Publication:	
Effective Date:	

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

Regarding an application by Pioneer Canyon 1, LLC) **FINAL ORDER**
for preliminary plat approval to divide 162.33-acres)
into 339 lots in the RLD-8 zone at 1288 S. 45th) **PLZ-16-0035**
Avenue in the City of Ridgefield, Washington) **(Ridgecrest PUD & Subdivision)**

A. SUMMARY

1. Pioneer Canyon 1, LLC, the applicant, requests approval to divide 162.33-acres into 339 lots in seven phases as a Planned Unit Development (“PUD”). The site is located at 1288 S. 45th Avenue; also known as Assessor’s parcels # 215597000, 213989000, 215620000, 215624000, 215598000 (the “site”).

a. The western portion of the site and abutting properties to the west and northwest are zoned RLD-8 (Residential Low Density, 8 units per acre maximum density). The northeastern portion of the site and abutting properties to the northeast and east are zoned IND (Industrial). The southeast portion of the site is zoned OFF (Office). Abutting properties to the southwest are zoned RLD-6 (Residential Low Density, 8 units per acre maximum density). Abutting properties to the southeast are located in unincorporated Clark County and zoned R1-6 (Residential, 6,000 square foot minimum lot area) and subject to the UH-10 (Urban Holding, 10-acre minimum lot size) overlay zone. The proposed subdivision is limited to the 118.5-acre, RLD-8 zoned, western portion of the site. No development is currently proposed on the eastern, OFF or IND zoned, portion of the site.

b. The site is currently developed with a single-family residence, several manufactured dwellings, and accessory buildings. Prior to final plat approval, the applicant proposed to remove all of the existing structures on the site, aside from an existing residence to remain within the eastern portion of the site. A new single-family detached dwelling will be built on each of the proposed lots. All proposed lots comply with the minimum dimensional standards for the RLD-8 zone.

c. There are six wetlands (four Category III and two Category IV), a tributary (Type F), and nine seasonal drainages (Type Ns) located on the site. The applicant proposed to preserve these critical areas and the majority of the associated buffers in open space tracts. The proposed development will retain 31-percent of the site area as open space.¹

d. Domestic water service will be supplied by the City of Ridgefield. Clark Regional Waste Water District (CRWWD) will provide sanitary sewer service. The applicant will collect storm water from impervious areas on the site and convey it to storm water facilities (wet ponds) distributed throughout the site for treatment, detention, and discharge to the on-site wetlands at less than predevelopment rates.

¹ 29.35-percent if the permanent pond in Tract G is excluded from the open space calculation.

e. The applicant will dedicate right-of-way and the applicant or the City will construct a new public minor arterial street, proposed S. 15th Street, through the site, from S. 45th Avenue to the east boundary of the site. The applicant will also dedicate right-of-way along the site's 45th Avenue frontage and the applicant or the City will construct frontage improvements for this street. The applicant will dedicate additional right-of-way and construct public and private streets within the site to provide access to the individual lots from proposed S. 15th Street. The applicant will also construct a ten-foot wide multi-purpose trails throughout the development.

2. The Applicant also proposes modification to two site standards:

a. A twenty percent (20%) reduction in the net density of lots allowed in the RLD-8 zone. The required density is 6-8 units per acre in the RLD-8 zone. The Applicant proposes a density of 5.86 units per acre, which is a 2.3 percent reduction. The Applicant's justification is that the reduction will allow for protection of critical area buffers and use of curvilinear road designs to enhance aesthetics and work with the natural topography; and

b. A reduction in the 500-foot street intersection spacing standard. The Applicant's justification is due to topography and critical area limitations. To provide adequate circulation and connectivity the project provides a number of on-site trail connections and a trail network. A 10-foot-wide paved multipurpose trail has been designed through the center of the site. The east-west blocks in Phases 2-4 have been connected by these trail sections. Five additional multipurpose trails have been provided through the site providing access to the trail systems, parks, and open space tracts.

3. The City issued a Determination of Nonsignificance ("DNS") for the subdivision pursuant to the State Environmental Policy Act ("SEPA") on September 2, 2016. The SEPA determination was not appealed and is now final.

4. City of Ridgefield Hearing Examiner Joe Turner (the "examiner") conducted a public hearing to receive testimony and evidence about the application. City staff recommended that the examiner approve the preliminary plat subject to conditions. See the City of Ridgefield Staff Report to the Hearing Examiner dated October 18, 2016 (the "Staff Report") as amended at the hearing and during the open record period. The applicant accepted those findings and conditions, as modified, without exceptions. No one else testified orally or in writing.

5. Based on the findings provided or incorporated herein, the examiner approves the application subject to the conditions at the end of this final order.

B. HEARING AND RECORD HIGHLIGHTS

1. The examiner received testimony at the public hearing about this application on October 26, 2016. All exhibits and records of testimony are filed at the City of Ridgefield. The examiner announced at the beginning of the hearing the rights of persons

with an interest in the matter, including the right to request that the examiner continue the hearing or hold open the public record, the duty of those persons to testify and to raise all issues to preserve appeal rights and the manner in which the hearing will be conducted. The examiner disclaimed any *ex parte* contacts, bias or conflicts of interest. The following is a summary by the examiner of selected testimony and evidence offered at the public hearing.

2. Consulting city planner Donette Miranda summarized the Staff Report and the applicable standards and described the proposed development on the site.

a. She noted that the proposed subdivision is limited to the 118.5-acre RLD-8 zoned portion of the site. No development is currently proposed on the eastern, OFF or IND zoned, portion of the site.

b. She noted that portions of some of the lots extend into the wetland buffer. The signage and fencing required by RDC 18.280.040.F must be located on the lots.

3. Ridgefield public works director Brian Kast noted that the applicant requested a reduction in the 500-foot street intersection spacing standard due to the topography and critical areas on the site. The applicant proposed to provide a ten-foot wide north-south aligned multi-use path through the site as an alternative to the street spacing requirement.

a. He noted that the current Ridgefield engineering standards prohibit private streets. However, the City is in the process of adopting amendments to the engineering standards that will allow for private streets and gated communities. The City will review the final plat for each phase to ensure compliance with the engineering standards in effect when the final plat application is submitted.

b. He agreed with the applicant's proposal to modify condition C.2.

4. Scott Taylor testified on behalf of the applicant and accepted the findings and conditions in the Staff Report.

a. He noted that the applicant could shift the proposed gate to the east and create a short section of public road on the north boundary of the site if needed to comply with the cross-circulation requirements. The applicant and the City will review that issue through the final engineering process.

b. During the master planning process for this area, a farm house and accessory structures on the site were identified as archaeologically significant. After archaeological consultants performed additional reviews the state Department of Archaeology & Historic Preservation ("DAHP") approved the removal of these structures.

c. The applicant will preserve 31-percent of the site as open space, or 29.35-percent if the permanent pond in Tract G is excluded from the open space

calculation. Page 5 of the Staff Report incorrectly states that the applicant will preserve 29-percent of the site as open space.

d. Proposed Tracts E and H are contiguous and will provide more than 50-percent of the required open space on the site as required by RDC 18.401.080.B(1). Tracts E and H are located in different phases. Each phase and the final development will comply with the minimum contiguous open space requirements of the Code.

e. He noted that S. 45th Avenue and proposed S. 15th Street are listed on the City's Capital Facilities Plan and therefore are subject to Transportation Impact Fee ("TIF") credits. He requested the examiner modify condition A.19 to allow the applicant the option to construct these improvements and seek TIF credits if the City has not completed them.

f. He requested the examiner modify condition C.2 to require payment of TIFs, "in accordance with City TIF policy."

7. At the end of the hearing the examiner held the record open for one week to allow the applicant and City to modify proposed condition A.19. The record in this case closed at 5:00 p.m. November 2, 2016.

C. DISCUSSION

1. City staff recommended approval of the application, based on the affirmative findings and subject to conditions of approval in the Staff Report as modified at the hearing. The applicant accepted those findings and conditions, as amended, without exceptions.

2. The examiner concludes that the affirmative findings in the Staff Report show that the proposed development does or can comply with the applicable standards for a planned unit development and subdivision, provided that the applicant complies with recommended conditions of approval. The examiner adopts the affirmative findings in the Staff Report, as his own.

D. CONCLUSION

Based on the findings and discussion provided or incorporated herein, the examiner concludes that PLZ-16-0035 (Ridgecrest PUD & Subdivision) should be approved, because the application does or can comply with applicable standards of the RDC and the Revised Code of the State of Washington, subject to conditions of approval necessary to ensure the final plat and resulting development will comply with the Code.

E. ORDER

The Hearing Examiner APPROVES PLZ-16-0035 (Ridgecrest PUD & Subdivision) subject to the following conditions of approval:

CONDITIONS OF APPROVAL

A. General Conditions:

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).
2. Applications for subdivision are subject to the requirements of RDC 18.600, Subdivision General; 18.620, Subdivision procedures; 18.630, Design requirements; and 18.401, PUD.
3. The Applicant shall apply for Final Plat approval, consistent with the requirements of RDC 18.620, for the full subdivision within five (5) years from the date of preliminary plat approval.
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. The Applicant shall comply with all SEPA mitigation measures. The Applicant shall comply with the requirements specified in the August 24, 2016 Department of Ecology comment letter and August 26, 2016 Department of Natural Resources comment letter.
6. Prior to Final Plat approval the Applicant shall provide the Community Development Director with a Final Plat showing the required setbacks and building envelopes, and providing detail demonstrating that the proposal complies with the dimensional standards of RDC 18.110.040-1, and provide elevations demonstrating building dimensions.
7. Prior to Final Plat approval the Applicant shall provide the Community Development Director with preliminary façade elevations that demonstrate that the Final Plat satisfies the architectural design standards in RDC 18.210.060.D. At the time of Building Permit submittal for each lot the Applicant shall provide architectural drawings demonstrating that the proposed dwellings satisfy all applicable architectural design standards in RDC 18.210.060.D.
8. Prior to Final Plat approval the Applicant shall provide the Community Development Director with preliminary elevations for the dwellings facing S.45th Avenue that demonstrate that the Final Plat satisfies the architectural design standards in RDC 18.210.065.B and RDC 8.210.120.A.1. At the time of Building Permit submittal for each lot the Applicant shall provide architectural

drawings demonstrating that the proposed dwellings satisfy the architectural design standards in RDC 18.210.065.B and RDC 8.210.120.A.1.

9. Prior to Final Plat approval the Applicant shall provide the Community Development Director with a site plan and preliminary architectural drawings that demonstrate that the Final Plat satisfies the standards in RDC 8.210.150 for two/three unit homes. At the time of Building Permit submittal for each lot the Applicant shall provide demonstrating that the proposed duplex units satisfy the standards in RDC 8.210.150.
10. All garage and carport doors shall be a minimum of 18 feet from garage or carport door and the interior of the sidewalk.
11. Prior to Final Plat approval the Applicant shall provide the Community Development Director a final Landscape Plan demonstrating that the Final Plat satisfies the standards in RDC 18.210.065.D, RDC 18.401, and RDC 18.725.
12. All proposed signs are required demonstrate compliance with RDC 18.710. Future monument signs will require a Ridgefield sign permit and shall comply with RDC 18.710.
13. Prior to Final Plat approval the Applicant shall provide the Community Development Director with a Final Plat shall identifying all critical areas and buffer widths and identifying these areas as protected critical areas consistent with RDC 18.280. The Final Plat shall show the building envelopes in relation to critical area buffers. The Final Plat shall delineate protected critical areas comprising identified wetlands and buffers and identified habitat conservation areas and buffers using tracts or conservation easements in accordance with RDC 18.280.040.H.
14. Prior to Final Plat approval, in accordance with RDC 18.280.040.G the Applicant shall file a notice with the County auditor's office stating the presence of the critical area or buffer on the property, the application of this chapter to the property, and the fact that limitations on actions in or affecting the critical area or buffer may exist. The notice shall "run with the land." The applicant shall submit proof that the notice has been filed for public record before the City approves any site development or construction for the property or at or before recording.
15. Prior to Final Plat approval, the Developer shall provide the Community Development Director with a final Mitigation Plan demonstrating compliance with RDC 18.280.110 and RDC 18.280.150. When mitigation required pursuant to a development proposal is not completed prior to the City final permit approval, the applicant shall be required to provide security in a form and amount deemed acceptable by the City. The applicant shall provide security in a form and amount deemed acceptable by the City to ensure mitigation is fully functional subject to the requirements in RDC 18.280.040.J.
16. Prior to soil disturbance, the Developer shall install fish and wildlife habitat conservation area and wetland signs and fencing consistent with the requirements in RDC 18.280.110.D.3, Signs and Fencing of Fish and Wildlife Habitat Conservation Areas and 18.280.150.C.3, Signs and Fencing of Wetlands. Prior to Final Plat approval, the Applicant delineate and place temporary and permanent signs at the boundary of the outer edge of critical areas tracts and easements consistent with the requirements in RDC 18.280.040.F, Critical Areas Markers and Signs.

17. Each phase of the development shall apply for Final Plat approval in accordance with RDC 18.620.080.C.
18. Construction of the project shall occur in accordance with RDC 18.401.110. A bond or other equivalent security, approved by the City attorney, shall be filed with the Community Development Director prior to final PUD and provided to the City prior to issuance of Building Permits, in accordance with RDC 18.401.120.
19. The Developer shall dedicate to the City the right-of-way necessary for S. 45th Avenue and 15th Street improvements and pay their proportionate share of the improvements for S. 45th Avenue (11.72% of the cost) or reserve the right to construct half width frontage improvements per the City's design with each adjacent phase. Additionally, the Developer shall construct the entry to S. 15th Street from S. 45th Avenue in Phase 1, S. 15th Street to minor arterial standards, and on-site public and private roads concurrent with construction phasing. Maintenance of the private roads will be the responsibility of the individual property owners.
20. Prior to Final Plat approval the Developer shall provide the Community Development Director with a copy of the Home Owners Association (HOA) bylaws and Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and which shall ensure that the HOA is responsible for the perpetual maintenance of all improvements and amenities held in common and not dedicated to the City, consistent with the requirements of RDC 18.401.140, Homeowner Association.
21. Prior to Final Plat approval, the Developer must demonstrate that all lots meet the minimum single-family lot frontage standard in RDC 18.401.090.I.
22. Prior to Final Plat approval, the Developer shall demonstrate that the maximum building coverage does not exceed 50 percent of net buildable area overall and the maximum development coverage does not exceed 65 percent of the net buildable area overall.
23. The Developer shall demonstrate compliance with RDC 18.401.090.P, Mechanical Equipment, at time of Building Permit.
24. All utilities shall be placed underground in accordance with RDC 18.401.090.Q.
25. The Developer shall illuminate the multipurpose trails for security and safety, as required under RDC 18.401.080.R.4, consistent with City engineering standards. prior to Final Plat approval the Applicant shall provide the City with a final Lighting Plan, consistent with RDC 18.715, and demonstrating that light trespass and glare from streetlights shall not extend beyond the perimeter of the subdivision consistent with RDC 18.715.050.
26. Ridgecrest PUD shall be bound by the requirements of RDC 18.401.110, Time requirements and extensions.
27. Ridgecrest PUD shall be bound by the requirements of RDC 18.401.120, Bonding and Enforcement.
28. Ridgecrest PUD shall be bound by the requirements of RDC 18.401.130, Parties Bound.
29. Prior to Final Plat approval, the Developer must demonstrate that all lots meet the minimum lot frontage standard in RDC 18.402.090.I.

30. Future off-street parking and loading shall comply with the provisions of RDC 18.720, including the minimum spaces required by RDC 18.720.030.
31. Prior to Final Plat approval the Applicant shall provide the City with a final Landscape Plan for street trees, parking strips, and Tract B consistent with RDC 18.725.
32. Prior to Final Plat approval, the Developer shall demonstrate that the maximum building coverage does not exceed 60% of net buildable area overall and the maximum development coverage does not exceed 70% of the net buildable area overall.
33. Prior to Final Plat approval the Developer shall provide the Community Development Director with a copy of the final HOA bylaws and CC&Rs and which shall ensure that the HOA is responsible for the perpetual maintenance of all improvements and amenities held in common and not dedicated to the City.
34. Prior to Final Plat approval, the Developer shall illuminate the multimodal path, as required under RDC 18.401.080.R.4, consistent with City engineering standards.
35. The Applicant shall comply with all of the recommendations made by the Clark County Fire and Rescue in their letter submitted for the pre-application conference attached to this staff report, including, but not limited to:
 - a. Maintain a minimum 20-foot road width on any "Fire Access Road" which must be red curbed or signed and marked "Fire Lane – No Parking".
 - b. Allow easy access for the fire district engines and aerial ladder truck. The ladder truck is 39 feet long and requires a clear area 20 feet wide to deploy its ladder outriggers.
 - c. Mark areas adjacent to driveways, fire hydrants, and FDC's as "Fire Lane - No Parking".
 - d. Where a fire hydrant is located on a fire access road, the minimum road width shall be 26 feet.
 - e. Maintain the minimum turning radius as required by the fire code official.
 - f. Provide a maximum lateral spacing of 500 feet between fire hydrants.
 - g. Maintain a minimum 20-foot gate width on any "Fire Access Road Gate" which must be in compliance with criteria as required by the fire code official.

B. Engineering Conditions

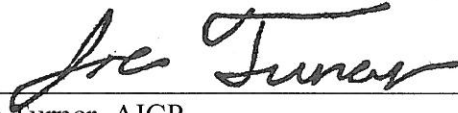
1. The Developer shall dedicate to the City the right-of-way necessary for S. 45th Avenue and S. 15th Street improvements, and pay their proportionate share for the S. 45th Avenue improvements (11.72% of the cost) or reserve the right to construct half width frontage improvements per the City's design with each adjacent phase. Additionally, the Developer shall construct the entry to S. 15th Street from S. 45th Avenue in Phase 1, S. 15th Street to minor arterial standards, and on-site public and private roads concurrent with construction phasing. Maintenance of the private roads will be the responsibility of the individual property owners.

2. The following must be accomplished prior to Engineering Approval (Note: Engineering Approval is required prior to commencement of any on-site construction):
3. Prior to Final Plat approval the Applicant shall demonstrate compliance with the District's standards.
 - a. With the exceptions of the modifications expressly approved herein, all public improvements shall be designed in accordance with the most recent version of the City of Ridgefield and Clark Regional Wastewater District Engineering Standards including but not limited to the following:
 - i. Submit plans for street and water infrastructure to the City for review and approval.
 - ii. Submit plans for sewer infrastructure to Clark Regional Wastewater District for review and approval.
 - iii. Submit complete plans for stormwater management facilities including final Stormwater Technical Information report to the City for review and approval. Design all storm drainage facilities to comply with the 1992 Puget Sound Manual.
 - iv. Obtain a NPDES Construction Stormwater General Permit, issued by the Department of Ecology.
 - v. Submit a grading and erosion control plan to the City for review and approval. Maintain proper erosion control measures throughout construction as identified in Volume 3 of the City's Engineering Standards and per any other permitting authorities.
 - vi. Submit plans to Clark County Fire & Rescue for review and approval.
 - vii. The City's maximum street intersection spacing is 500 feet. Prior to Final Plat approval, a Public Works Department modification for a reduction in the 500-foot street intersection spacing standard will be required.
 - b. Prior to issuance of Building Permits for the first building constructed, the following must be accomplished:
 - i. Complete construction, testing and approval of all infrastructure and site improvements.
 - ii. Complete and record Final Plat.
 - c. The Applicant shall pay water and sewer System Development Charges and Stormwater, Traffic, Park, and School Impact Fees.

C. Transportation Impacts

1. Prior to Final Plat approval, a revised Traffic Impact Study shall be submitted. The Developer will be required to construct all off-site improvements found to be necessary unless the revised Traffic Impact Study, using correct factors, demonstrates that those improvements are not necessary.
2. The Applicant shall pay Transportation Impact Fees in accordance with City TIF policy.

DATED this 10th day of November 2016.



Joe Turner, AICP

City of Ridgefield Hearing Examiner

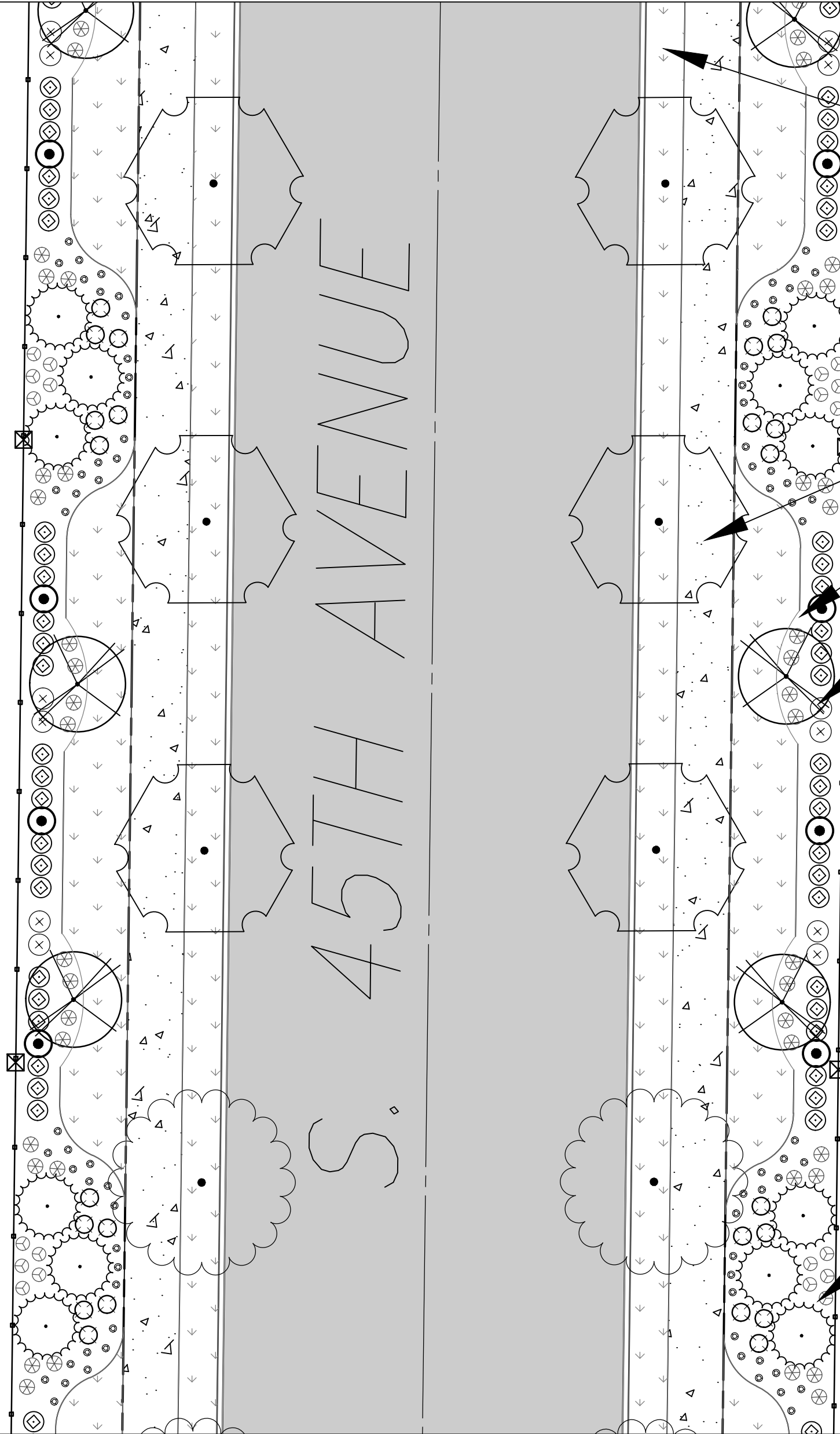
NOTE: Only the decision and the conditions of approval are binding on the applicant as a result of this order. Other parts of the final order are explanatory, illustrative and/or descriptive. They may be requirements of local, state, or federal law, or requirements which reflect the intent of the applicant, 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

Any person aggrieved by the granting, denying, or rescinding of a permit on shorelines of the state pursuant to RCW 90.58.140 may seek review from the shorelines hearings board by filing a petition for review within twenty-one days of the date of receipt of the decision as provided for in RCW 90.58.140(6). RDC 19.08.030.

The portion of this decision approving the site plan application may be appealed to City Council within fourteen days of the date of this decision. RDC 17.81.150.A.

Attachment: Final Order (1336 : Ridgecrest Development Agreement)



GRASS IN PLANTER STRIPS TYP.

COLUMNS 50-75' O.C.

6' SIDEWALK-CAN MEANDER
RIGHT-OF-WAY

3-6' TALL SHRUBS TYP.

5' LANDSCAPE EASEMENT
WITH 6' WALL (EARTH TONE
STONE APPEARANCE).

ADDITIONAL LAYERED
LANDSCAPING AREAS
50-75' INTERVALS, TYP.

EXHIBIT - PLANTING LEGEND

	SIZE
ACER rubrum 'October Glory' October Glory Maple or Approved Equal	2" CAL.
ACER rubrum 'Bowhall' Bowhall Red Maple or Approved Equal	2" CAL.
CHAMACYPARIS nootkatensis Alaskan Cedar or Approved Equal	8-9' TALL
CORNUS nuttallii Pacific Dogwood or Approved Equal	2" CAL.
PIERIS japonica 'Mountain Fire' Japanese Andromeda	5 GALLON
RHODODENDRON griffithianum Jean Marie Rhododendron	24" TALL
SPIREA japonica 'Goldflame' Japanese Spirea or Approved Equal	2 GALLON
NANDINA domestica Heavenly Bamboo or Approved Equal	5 GALLON
CALAMAGROSTIS x acutiflora 'Karl Foerster' Reed Grass	1 GALLON
ARCTOSTAPHYLOS uva-ursi Kinnikinnick	1 GALLON
RIBES sanguineum Red Flowering Currant	2 GALLON

ENGINEERING
& DESIGN

CIVIL ENGINEERING ~ LAND PLANNING
DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

2005 BROADWAY
VANCOUVER, WA 98663
PHONE (360)993-0911
FAX (360)993-0912

STATE OF
WASHINGTON
LICENSED
LANDSCAPE ARCHITECT

SCOTT A. TAYLOR
LICENSE NO. 1247
EXPIRES ON _____

WASHINGTON

RIDGEFIELD

EXHIBIT LANDSCAPE PLAN

S. 45TH AVENUE
SUBDIVISION

VERSION I	
REVISIONS	
DESIGNED BY:	SAT
DRAWN BY:	SAT
CHECKED BY:	SAT
SCALE:	AS SHOWN
JOB NUMBER 1452	SHEET 1 of 1

Development Agreement

By and Between the City of Ridgefield and Pioneer Canyon 1 LLC

This Development Agreement is made and entered into this ____ day of ____ 2017, pursuant to RCW 36.70B.170, by and between the City of Ridgefield, a municipal corporation (“City”) and Pioneer Canyon 1, LLC, (“Developer”)

Recitals

WHEREAS, the City and Developer are authorized to enter into a development agreement pursuant to 36.70B.170; and

WHEREAS, Developer is the applicant and developer of 162.33 acres of property within the City of Ridgefield at 1288 S.45th Avenue (hereinafter “Property”) and proposed a 339 single-family planned unit development on the Property, known as Ridgecrest PUD, to be developed in up to seven phases; and

WHEREAS, the Developer has received Preliminary PUD and Preliminary Plat approval for Ridgecrest PUD pursuant a hearing and final decision of the City’s Hearing Examiner, Hearing Examiner Order PLZ-16-0035 dated November 10th, 2016; and

WHEREAS, as a condition of approval for development Ridgecrest project, Developer will construct S. 15th Street as a minor arterial street through the Property, providing the main connection through the development from S. 45th Avenue to S. 11th Street; and

WHEREAS, S. 15th Street is a planned part of the City’s Transportation Improvement Plan as a minor arterial street providing connectivity and improving transportation levels of service within the City; and

WHEREAS, the eastern third of the proposed arterials street is an offsite improvement on property not a part of the Ridgecrest project and will also be developed to minor arterials street standards; and

WHEREAS, a portion of S. 15th Street to be constructed as a part of Phase III encroaches upon a portion of a category IV wetland on the Property and will require Army Corps of Engineers (“Corps”) approval for construction; and

WHEREAS, the Developer has agreed to construct the entire length of S. 15th Street to the minor arterial street standard, such street standard resulting in the road encroaching upon the wetland area and requiring the approval of the Corps; and

WHEREAS, the City and the Developer wish to work together and coordinate the permitting and construction of the S. 15th Street road improvement to allow for the optimal placement and timing

of the construction and opening of the S. 15th Street connection apart from the Ridgecrest project to provide improved levels of service within the City's transportation system; and

NOW THEREFORE, the City and Developer agree to the following terms and conditions:

1. The Developer agrees to design and construct, in phases, S.15th Street through the development from S. 45th Avenue to the eastern edge of the development to the minor arterial street standard in the City's Engineering Standards.
2. The Developer agrees to design and construct the off-site portion of S. 15th Street, from the eastern edge of the project to S. 11th Street to the minor arterial street standard in the City's Engineering Standards. The developer has proposed to vary the landscaping, fencing and public utility easements associated with S. 15th Street and S. 45th Avenue.
3. The City agrees that the construction of this off-site portion of S. 15th Street can only be completed if and when right-of-way is dedicated by the property owner.
4. The City agrees that the 12 inch water main line associated with Ridgecrest PUD is larger than the standard 8 inch water main requirement. SDC credits will be available for this upsizing from 8 inch to 12 inch.
5. The City agrees to submit an application based on Developer's design to the Corps for a NWP 18 Permit approval as a Linear Transportation Project. It is understood that this permitting process is available only to municipalities and it is expected that this approval will shorten the time for processing and allow for the earlier construction of S. 15th Street to aid improvement of the City's transportation system apart from the Ridgecrest project.
6. The City makes no representations or warranties that the Corps will grant approval; and if not approved, the Developer is still responsible for construction of S. 15th Street in accordance with the conditions and phasing schedule set out in the Hearing Examiner's decision.
7. The City agrees that S. 15th Street from 45th Avenue to S. 11 Street is planned to be a minor arterial street and its construction will benefit traffic circulation within the City. The City has placed the S. 15th Street and the 11th Street improvements on the City's CFP as a TIF eligible project.
8. The City agrees that the public utility easements for S. 45th Avenue and S. 15th Street can be located within the right-of-way and not on the rear yards of the adjacent lots. All lots which back up to S. 45th Avenue and S. 15th Street will have typical 6 foot wide public utility easements along their street frontages where driveway access is taken. It is not necessary for two public utility easements to be located on the lots. Public utilities may be located in the planter strips or under the sidewalks if necessary along S. 45th Avenue and S. 15th Street.
9. The City agrees that the sidewalks along S. 45th Avenue and S. 15th Street may meander between the back of curb and edge of right-of-way. This meandering sidewalk will allow for less conflicts between public utilities and allow for increased landscaping between the sidewalk and 6 foot tall "stone look" e.g. natural or manufactured products in muted earth tones freestanding wall on S. 45th, S. 15th Street has columns and cedar fence with steel posts.

10. The Developer agrees a 6 foot tall “stone look” e.g. natural or manufactured products in muted earth tones freestanding wall with block columns every 75 feet (maximum) will front along S. 45th Avenue. The developer seeks to utilize a layered landscape design as shown on the attached Exhibit similar to Taverner Ridge Subdivision along South Hillhurst Road.
11. The Developer agrees the 6 foot tall wall will be placed 5 feet off the right-of-way for S. 45th Avenue. This will provide for additional screening and landscaping as shown on the attached exhibit. to meet the L1 landscape buffer requirement.
12. The Developer agrees the 6 foot tall cedar fence with stone columns will be placed 5 feet off the right-of-way for S. 15th Street. This will provide for additional screening and landscaping to meet the L1 landscape buffer requirement.
13. The Developer agrees the 6 foot tall “stone look” e.g. natural or manufactured products in muted earth tones freestanding wall and block columns will be perpetually maintained by the homeowner’s association and/or the developer.
14. The Developer agrees the 10 foot landscape strip (minimum), between the back of sidewalk and wall or fence, will be perpetually maintained by the homeowner’s association and/or the developer.
15. The Developer seeks to help the city to modify the architectural design standards found in RDC 18.210.060 D 1. The new standard would read:

Purpose. The purposes of these standards are to ensure compatibility and continuity between and within developments, as well as variety in architecture. The standards are intended to complement the site with quality building design.

B. Applicability. The standards of this section apply only to low density residential developments with five or more lots vested after the effective date of this ordinance.

C. Every home shall contain the following features: i) All wall openings, regardless of visibility from a public right-of-way, shall have contrasting trim (minimum 3”), and where no wall openings exist on a façade, contrasting materials must be incorporated; ii) roof overhang (minimum 6”); iii) covered entry; iv) minimum 100 square foot covered outdoor area behind front façade; v) another feature approved by the community development director may be authorized in lieu of one or more of the foregoing based on fact-specific analysis in the director’s sole discretion.

D. Architectural Design. To ensure variety in architecture and to reduce the dominance of garages on the streetscape, applicants for new residential developments shall demonstrate compliance with the following provisions at the time of building permit application:

1. **FRONT FAÇADE SEPARATION:** Dwellings with the same front façade located on the same side of a street shall be separated by no less than two (2) lots, and dwellings with the same front façade located on

opposite sides of a street shall be separated by no less than two (2) lots, with the lot directly across the street not included in the two-lot calculation. In this context, the lot “directly across the street” means the lot with which the greatest portion of frontage aligns with the frontage of the subject lot.

2. **FRONT FAÇADE FEATURES:** Every front façade shall contain a minimum of three (3) elements from the lists below to include a minimum of one (1) element must be incorporated from the structural elements list and at least one (1) element must be incorporated from the decorative elements list:

STRUCTURAL ELEMENTS: Porches, dormers, gables, hipped/pitched roof, bay window, cupolas/towers, 16” offset, balconies, Differing roofline via orientations (structure, pitch, etc.), vertical breaks/horizontal walls

DECORATIVE ELEMENTS: Decorative garage doors, pillars/posts, decorative finish, contrasting materials, brick/rock accents, variable siding materials, shutters, plan reversal, other architectural elements, other than color, glass or lighting, including varying texture and materials within the same building, or massing, window voids, or other elements the director finds compatible with the residential character of the zone.

3. Housing within the same development that faces across a public or private street or right-of-way shall be the same type, i.e., single-family attached facing single-family attached or townhouses facing townhouses.
4. Where houses are served by alleys, all garages and on-site parking shall be accessible from the alley and the facade of the house facing the public street shall be designed as the front of the house including, but not limited to, a primary building entrance consisting of inward swinging door(s), porch(es), window(s) and pathway(s) to the public sidewalks.

- ~~15. If the final plat is not approved by the City, the City shall be held harmless from any and all claims, injuries, damages, or losses arising out of or in connection with the City's submittal of the Corps permit application and the Corps decision on the application.~~
- ~~16. The Developer holds the City, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, or losses arising out of or in connection with the City's submittal of the Corps permit application and the Corps decision on the application.~~
- ~~17. 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.~~
- ~~18. The Term of this Agreement shall be from the Effective Date of this Agreement and shall continue in force until S. 15th Street has been fully constructed and accepted by~~

the City and all of the Owner's obligations in connection therewith are satisfied as determined by the City.

~~21.~~19. All notices, demands and communication to the City and Owner 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:

■

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

With Copy to:

Janean Parker
Law Office of Janean Z. Parker
P.O. Box 298
Adna, WA 98522

Notices to Owner

■
■

With Copies to:

■
■

~~22.~~20. The effective date of this Agreement shall be the date that the last party signs this Agreement

~~23.~~21. Severability. In the event that any provision of this Agreement or its application to any person, legal entity, or circumstance is held invalid, the remainder of the Agreement or its application to other persons, legal entities, or circumstances is not affected.

Developer:

City of Ridgefield

By: _____
Its _____

By: _____
Steve Stuart, City Manager

Date: _____

Date: _____

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: July 13, 2017

ITEM: PUBLIC HEARING/BUSINESS

AGENDA ITEM TITLE: AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING a DEVELOPMENT AGREEMENT WITH ROBERT a ROYLE LLC; a Washington Limited Liability Company; ELRO LLC, a Washington Limited Liability Company; ESTATE OF ROBERT ROYLE AND LIONEL ROYLE; KENNETH A. ROYLE; LUCILLE E. HOLLIS; MARGARET L. SVIR; MARCELLA R. SATHER; FORTRESS ENTERPRISES, INC., a Washington Corporation

GOVERNING LEGISLATION:
R.C.W. 36.70B.170

PREVIOUS COUNCIL ACTION TAKEN:

Adoption of the Royle Concomitant Agreement, Ordinance 1204 approved by City Council March 24, 2016.

SUMMARY/BACKGROUND:

During the Comprehensive Planning process undertaken by the city a Concomitant agreement was adopted by the Council on March 24, 2016 which outlined in broad terms the expected development of the former Royle Farm, now known as Cloverhill. The Cloverhill Planned Unit Development was approved by the Hearing Examiner on April 11, 2017 (Final Order attached) which approved the expected development concepts outlined by City Council with approval of the Concomitant agreement.

Cloverhill developers have requested the city consider an additional Development Agreement that provides for several items including modification of residential design standards. Under the proposal every home shall contain the following features:

- i) All wall openings, regardless of visibility from a public right-of-way, shall have contrasting trim (minimum 3"), and where no wall openings exist on a façade, contrasting materials must be incorporated;
- ii) roof overhang (minimum 6");
- iii) covered entry;
- iv) minimum 100 square foot covered outdoor area behind front façade;
- v) another feature approved by the community development director may be authorized in lieu of one or more of the foregoing based on fact-specific analysis in the director's sole discretion.

Standards applied to the front of homes within the Cloverhill development will include:

Architectural Design. To ensure variety in architecture and to reduce the dominance of garages on the streetscape, applicants for new residential developments shall demonstrate

compliance with the following provisions at the time of building permit application:

FRONT FAÇADE SEPARATION: Dwellings with the same front façade located on the same side of a street shall be separated by no less than two (2) lots, and dwellings with the same front façade located on opposite sides of a street shall be separated by no less than two (2) lots, with the lot directly across the street not included in the two-lot calculation. In this context, the lot “directly across the street” means the lot with which the greatest portion of frontage aligns with the frontage of the subject lot.

FRONT FAÇADE FEATURES: Every front façade shall contain a minimum of three (3) elements from the lists below to include a minimum of one (1) element that must be incorporated from the structural elements list and at least one (1) element must be incorporated from the decorative elements list:

STRUCTURAL ELEMENTS: Porches, dormers, gables, hipped/pitched roof, bay window, cupolas/towers, 16” offset, balconies, Differing roofline via orientations (structure, pitch, etc.), vertical breaks/horizontal walls

DECORATIVE ELEMENTS: Decorative garage doors, pillars/posts, decorative finish, contrasting materials, brick/rock accents, variable siding materials, plan reversal, other architectural elements, other than color, glass or lighting, including varying texture and materials within the same building, or massing, window voids, or other elements the director finds compatible with the residential character of the zone. Current code provisions provide 200 linear feet of separation between similar houses, on either side of a street, and specifically prohibit plan reversal or mirrored plans.

The Cloverhill developers will provide a six foot (6') tall freestanding wall, with the appearance of earth tone stone and columns every 75' (maximum) will be constructed and maintained to front along S. 45th Avenue. Additionally, the 45th Avenue Wall will be placed 5' off the right-of-way for S. 45th Avenue. This will provide for additional screening and landscaping to match Exhibit C, attached. The agreement also provides for a meandering sidewalk along 45th Avenue.

As outlined in the Final Order for the Cloverhill PUD the applicant will construct a trail on School District property to connect Cloverhill to Ridgefield High School with a pedestrian path and the Gee Creek trail as shown on attached Exhibit E.

Both the landscaping areas and the wall along 45th Avenue, and the off-site trail connections shall be maintained by the developers and future Home Owners Association.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

None. This is a public hearing and first reading. Second reading is scheduled with Council on July 27, 2017.

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: LANDSCAPE EXHIBIT FOR DA (002) (PDF)

Exhibit D - Phase Map (PDF)
7-12-17 v8 - Updated Draft DA - CLEAN - JN Comments (DOCX)
School Property Trail Plan (3) (PDF)
EXHIBIT F - 45th Avenue Typical Section (PDF)
Cloverhill PUD Final Order PLZ-16-0088 (PDF)

ORDINANCE NO. 1240

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT WITH ROBERT A ROYLE LLC; A WASHINGTON LIMITED LIABILITY COMPANY; ELRO LLC, A WASHINGTON LIMITED LIABILITY COMPANY; ESTATE OF ROBERT ROYLE AND LIONEL ROYLE; KENNETH A. ROYLE; LUCILLE E. HOLLIS; MARGARET L. SVIR; MARCELLA R. SATHER; FORTRESS ENTERPRISES, INC., A WASHINGTON CORPORATION

WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and,

WHEREAS, the City has the authority to enter into Development Agreements pursuant to RCW 36.70B.170 which provides:

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 cost of development; and,

WHEREAS, ROBERT A ROYLE LLC; a Washington limited liability company; ELRO LLC, a Washington limited liability company; ESTATE OF ROBERT ROYLE AND LIONEL ROYLE; KENNETH A. ROYLE; LUCILLE E. HOLLIS; MARGARET L. SVIR; MARCELLA R. SATHER; FORTRESS ENTERPRISES, INC., a Washington corporation ("Applicant") has controlling interests in the Property Owners own 38 acres of property on tax parcel 215832000 (the "Northern Parcel"), 76.48 acres of property on tax parcel 215817000 (the Southern Parcel), 19.45 acres of property on tax parcel 215810000 (the Western Parcel), and .33 acres of property on tax parcel 215865000 and located at 2067 South Royle Rd. in the City of Ridgefield; and

WHEREAS, the Applicant has an approved annexation and development agreement approved by Ordinance 992 adopted April 10, 2008; and

WHEREAS, the City Council conducted a public hearing of the proposed Development Agreement at a regular scheduled meeting held on July 13, 2017; and

WHEREAS, the City Council conducted a first reading of this ordinance on July 13, 2017; and

WHEREAS, the City and the Applicant have reached agreement regarding the terms and conditions of a Development Agreement related to the development of the Project, which Development Agreement, together with its Exhibits A through F, is attached hereto and incorporated herein;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON HEREBY ORDAINS AS FOLLOWS:

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds, following a public hearing process, that it is in the public interest for the City of Ridgefield to approve the amended Development Agreement with the applicant. Execution of this Agreement will generally: Promote efficient development patterns; provide for architectural design standards, and necessary road improvements.

Section 2. **Development Agreement Approved.** The City Council for the City of Ridgefield hereby approves the Development Agreement ("Agreement") attached hereto as Exhibit "A" and authorizes the City Manager to execute the Agreement substantially in the form attached and to take such other actions as may be necessary to effect this Agreement.

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

Section 4. **Severability.** 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 5. **Effective Date.** This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 27TH DAY OF AUGUST 2017.

Mayor , Ron Onslow

ATTEST/AUTHENTICATED:

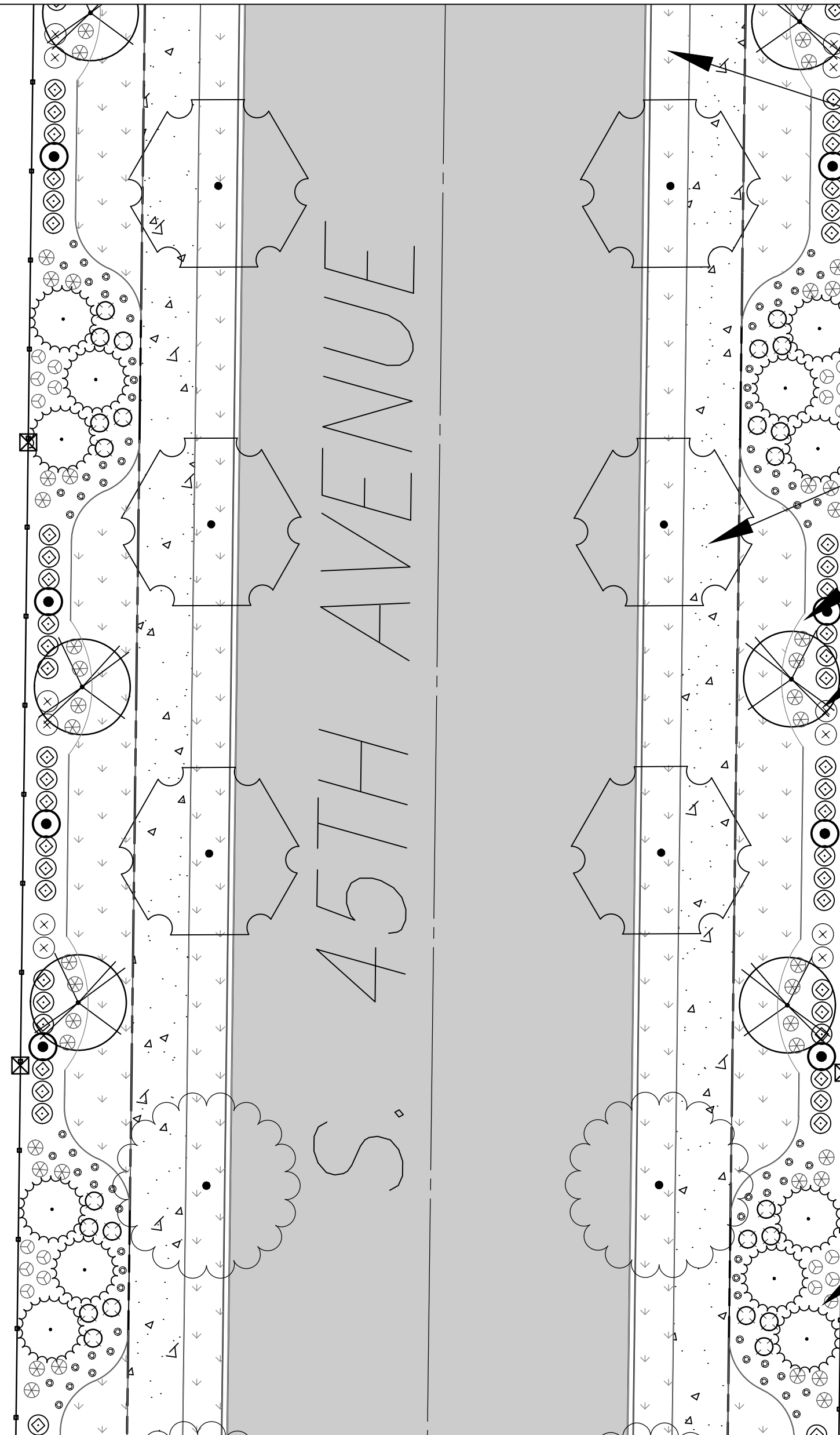
Julie Basarab
Deputy City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing:	July 13, 2017
First Reading:	July 13, 2017
Second Reading/Passage:	July 27, 2017
Date of Publication:	

Effective Date:



GRASS IN PLANTER STRIPS TYP.

COLUMNS 50–75’ O.C.

6’ SIDEWALK–CAN MEANDER
RIGHT–OF–WAY

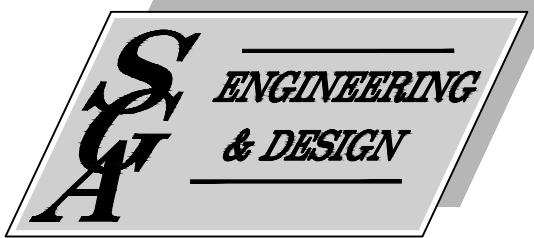
3–6’ TALL SHRUBS TYP.

5’ LANDSCAPE EASEMENT
WITH 6’ WALL (EARTH TONE
STONE APPEARANCE).

ADDITIONAL LAYERED
LANDSCAPING AREAS
50–75’ INTERVALS, TYP.

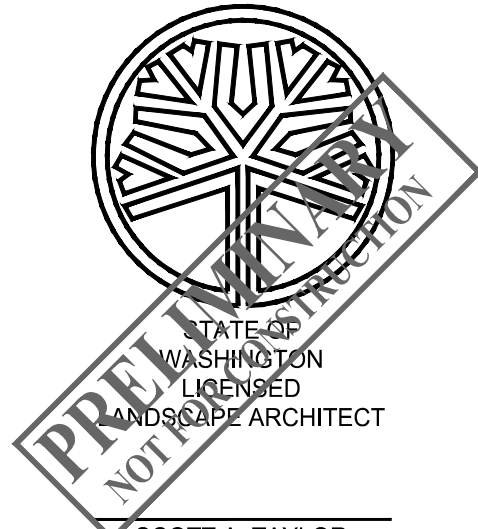
EXHIBIT – PLANTING LEGEND

	SIZE
ACER rubrum 'October Glory' October Glory Maple or Approved Equal	2" CAL.
ACER rubrum 'Bowhall' Bowhall Red Maple or Approved Equal	2" CAL.
CHAMACYPARIS nootkatensis Alaskan Cedar or Approved Equal	8–9' TALL
CORNUS nuttallii Pacific Dogwood or Approved Equal	2" CAL.
PIERIS japonica 'Mountain Fire' Japanese Andromeda	5 GALLON
RHODODENDRON griffithianum Jean Marie Rhododendron	24" TALL
SPIREA japonica 'Goldflame' Japanese Spirea or Approved Equal	2 GALLON
NANDINA domestica Heavenly Bamboo or Approved Equal	5 GALLON
CALAMAGROSTIS x acutiflora 'Karl Foerster' Reed Grass	1 GALLON
ARCTOSTAPHYLOS uva–ursi Kinnikinnick	1 GALLON
RIBES sanguineum Red Flowering Currant	2 GALLON



CIVIL ENGINEERING ~ LAND PLANNING
DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

2005 BROADWAY
VANCOUVER, WA 98663
PHONE (360)993-0911
FAX (360)993-0912



SCOTT A. TAYLOR
LICENSE NO. 1247
EXPIRES ON _____

EXHIBIT LANDSCAPE PLAN

S. 45TH AVENUE
SUBDIVISION

WASHINGTON

RIDGEFIELD

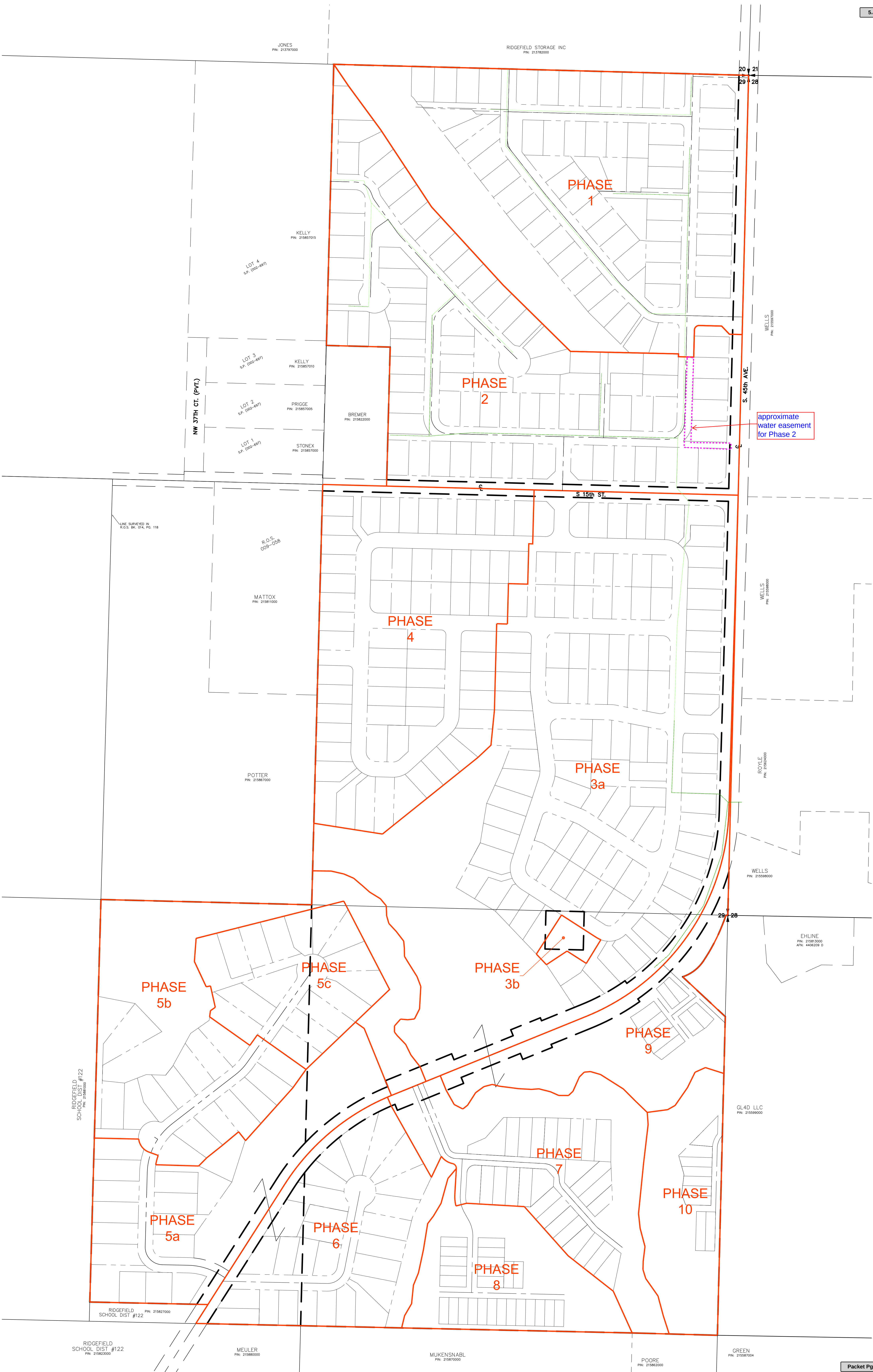
VERSION I

REVISIONS

DESIGNED BY: SAT
DRAWN BY: SAT
CHECKED BY: SAT
SCALE: AS SHOWN

JOB NUMBER
1452

SHEET
1 of 1



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): ROBERT A ROYLE LLC; a Washington limited liability company; ELRO LLC, a Washington limited liability company; ESTATE OF ROBERT ROYLE AND LIONEL ROYLE; KENNETH A. ROYLE; LUCILLE E. HOLLIS; MARGARET L. SVIR; MARCELLA R. SATHER; FORTRESS ENTERPRISES, INC., a Washington corporation;

GRANTEE: CITY OF RIDGEFIELD, WASHINGTON

ABBREVIATED LEGAL DESC: _____

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

ASSESSOR'S PROPERTY TAX

PARCEL ACCOUNT NUMBER(S): 215832000; 215817000; 215865000; 215810000

REFERENCE NUMBER OF
RELATED DOCUMENTS: _____

DEVELOPMENT AGREEMENT

Effective Date: _____

Page 1 - DEVELOPMENT AGREEMENT

Attachment: 7-12-17 v8 - Updated Draft DA - CLEAN - JN Comments (1345 : Cloverhill Development Agreement)

PARTIES:

The real property subject to this Development Agreement consists of four tax parcels within the City of Ridgefield, Clark County, Washington: parcel numbers 215832000; 215817000; 215865000; 215810000. The legal description for the Property is attached as **EXHIBIT A**.

The following individuals and entities are “Current Owners” of the Property:

ROBERT A ROYLE LLC, a Washington limited liability company –
 LIONEL E. ROYLE –
 KENNETH A. ROYLE –
 LUCILLE E. HOLLIS –
 MARGARET L. SVIR –
 MARCELLA R. SATHER -
 ELRO LLC, a Washington limited liability company –

Fortress Enterprises, Inc. is a Washington corporation vested with legal authority to complete development improvements upon particular phases of the Cloverhill development (“Developer”).

The rights and obligations established in this Agreement are assignable by the Current Owners, Owners, Developers and Responsible Parties (all as defined in this Agreement) to their heirs, successors and assigns, and Current Owners, Owners, Developers and Responsible Parties will contractually require subsequent Owners, Developers and Responsible Parties with whom Owners, Developers and Responsible Parties contract with to carry out the terms of this Agreement.

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.

Current Owners, Owners, Developers, Responsible Parties and the City, as defined in this Agreement, 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;

RECITALS

1. On March 24, 2016, a Concomitant Rezone Agreement (“Rezone Agreement”) was entered into by the City, ELRO, LLC, and the Estate of Robert Royle and Lionel Royle, and Fortress Enterprises, Inc. The Rezone Agreement applies to parcels 215832-

000, 215817-000, 21581-0000, and 215865-000: which is all the Property subject to this Development Agreement.

2. The Rezone Agreement provides, in relevant part, that park space suitable for active play within one quarter (1/4) mile of all lots in each phase and an integrated trail network connecting within and between all phases of the project would be constructed prior to final plat for each phase of the Property. Rezone Agreement page 5, paragraph 9.

3. The City issued preliminary plat approval for the Property on April 11, 2017, Final Order PLZ-16-0088 (“Cloverhill PUD & Subdivision”), attached as **EXHIBIT B** (the “Preliminary Plat Approval” and Subdivision Map).

4. The Preliminary Plat Approval Order contains several provisions that are subject to clarification and interpretation, and the Parties also intend to vary landscaping, fencing and public utility easement provisions associated with S. 45th Avenue.

5. The City also intends that S. 45th Avenue will be constructed as a minor arterial street, with 45th Avenue planned as a minor arterial street on the City’s Transportation Improvement Plan for the purpose of providing connectivity and improving transportation levels of service within the City, with 45th Avenue improvements TIF eligible.

6. The Parties agree that it is in all Parties’ best interests to formalize such clarification and interpretation to ensure consistent and clear application throughout the development process.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

Terms utilized in this Agreement are defined as follows:

- 1.1) “**City**” – The City of Ridgefield, Washington.
- 1.2) “**Cloverhill development**” – The Cloverhill PUD & Subdivision authorized by Final Order PLZ-16-0088 (“Final Order”) and subject to the terms of the Concomitant Rezone Agreement and this Development Agreement.

- 1.3) **“Concomitant Rezone Agreement” / “Rezone Agreement”** – The March 24, 2016 rezone agreement executed by the City, ELRO, LLC, and the Estate of Robert Royle and Lionel Royle, and Fortress Enterprises.
- 1.4) **“Developer”** – The person(s) or legal entity(s) vested with legal authority to complete development improvements upon the particular phase of the Cloverhill development.
- 1.5) **“Owner”** – The person(s) or legal entity(s) with legal ownership interest in the particular phase of the Cloverhill development. “Owner” does not include “Current Owners” defined above.
- 1.6) **“Responsible Party”** – The person(s) or legal entity(s) who, as either an Owner or Developer of the subject phase, or as a properly constituted Homeowners’ Association, have a legal duty to perform the terms of this Development Agreement, as defined in any binding legal instrument (including but not limited to purchase and sale agreements, HOA CCRs, and similar legal instruments). Should no Developer or Homeowners’ Association have any such duty allocated in any binding legal instrument, the Owner of the phase at issue shall be responsible for performance of the terms of this Development Agreement as applied to that particular phase. In the event of any dispute between an Owner, Developer and/or Homeowners’ Association regarding the duties, obligations and benefits under this Development Agreement, the City shall have authority to enforce all terms of this Development Agreement as an obligation running with the particular phase for which performance is disputed, and may pursue recourse against any Owner or Developer/Homeowners’ Association of the particular phase subject to the disputed Development Agreement provision; PROVIDED that the City shall not pursue recourse against individual purchaser/owners of individual platted lots once sold to third parties. The Current Owners have no duty or obligation to perform any requirements associated with development of the Cloverhill development under this Development Agreement, the Rezone Agreement, the Final Order, or any other instrument.
- 1.7) **“45th Avenue Wall”** – A six foot (6’) tall “stone look” e.g. natural or manufactured products wall, in muted earth tones, freestanding with columns every seventy-five feet (75’) maximum, to front along South 45th Avenue.

2. GARAGE SETBACK PROVISION

The 4' garage setback provision under RDC 18.210.120.A.1 applies only to accessory structures and accessory dwellings and not to primary dwellings with incorporated garages.

3. RESIDENTIAL DESIGN STANDARDS

The architectural design standards found in RDC 18.210.060 and RDC 18.210.065 are modified as follows:

3.1) RDC 18.210.060

A.Purpose. The purposes of these standards are to ensure compatibility and continuity between and within developments, as well as variety in architecture. The standards are intended to complement the site with quality building design.

B.Applicability. The standards of this section apply only to low density residential developments with five or more lots vested after the effective date of this ordinance.

C.Every home shall contain the following features: i) All wall openings, regardless of visibility from a public right-of-way, shall have contrasting trim (minimum 3”), and where no wall openings exist on a façade, contrasting materials must be incorporated; ii) roof overhang (minimum 6”); iii) covered entry; iv) minimum 100 square foot covered outdoor area behind front façade; v) another feature approved by the community development director may be authorized in lieu of one or more of the foregoing based on fact-specific analysis in the director’s sole discretion.

D.Architectural Design. To ensure variety in architecture and to reduce the dominance of garages on the streetscape, applicants for new residential developments shall demonstrate compliance with the following provisions at the time of building permit application:

1. **FRONT FAÇADE SEPARATION:** Dwellings with the same front façade located on the same side of a street shall be separated by no less than two (2) lots, and dwellings with the same front façade located on opposite sides of a street shall be separated by no less than two (2) lots, with the lot directly across the street not included in the two-lot calculation. In this context, the lot “directly across the street” means the lot with which the greatest portion of frontage aligns with the frontage of the subject lot.

2. **FRONT FAÇADE FEATURES:** Every front façade shall contain a minimum of three (3) elements from the lists below to include a minimum of one (1) element must be incorporated from the structural elements list and at least one (1) element must be incorporated from the decorative elements list:

STRUCTURAL ELEMENTS: Porches, dormers, gables, hipped/pitched roof, bay window, cupolas/towers, 16” offset, balconies, Differing roofline via orientations (structure, pitch, etc.), vertical breaks/horizontal walls

DECORATIVE ELEMENTS: Decorative garage doors, pillars/posts, decorative finish, contrasting materials, brick/rock accents, variable siding materials, shutters, plan reversal, other architectural elements, other than color, glass or lighting, including varying texture and materials within the same building, or massing, window voids, or other elements the director finds compatible with the residential character of the zone.

3. Housing within the same development that faces across a public or private street or right-of-way shall be the same type, i.e., single-family attached facing single-family attached or townhouses facing townhouses.

4. Where houses are served by alleys, all garages and on-site parking shall be accessible from the alley and the facade of the house facing the public street shall be designed as the front of the house including, but not limited to, a primary building entrance consisting of inward swinging door(s), porch(es), window(s) and pathway(s) to the public sidewalks.

3.2) RDC 18.210.065

A. The following standards apply to all lots abutting or adjacent to the public rights-of-way of Hillhurst Road, Pioneer Street (east of the Gee Creek crossing), 45th Avenue, or South Royle Road and may not be modified through the PUD process. Adjacent, when used in this section, means, separated by a street, tract, open space, or similar intervening element.

B. Fencing and Walls. All residential lots shall comply with the following fencing and wall standards in addition to RDC [Section] [18.210.110](#) and [Chapter] [18.740](#); PROVIDED that all S. 45th Avenue frontage shall be subject to the fencing and landscaping provisions under Development Agreement 3.3, and such standards shall prevail in the event of inconsistency with the following terms for all S. 45th Avenue frontage..

1. Install a fence or wall continuously along the entire lot lines facing major corridors as listed in subsection (A). The fence or wall must comply with the site clearance provisions of Section 2.15 of the city engineering standards.

2. The fence or wall must be a minimum of six feet high and be constructed of , earth tone stone with columns or physical indentations in the fence or wall at least every fifty lineal feet to reduce the massing effect of the fence material. The fence or wall design shall be compatible with nearby fences and walls along the major corridors, and shall be approved by the planning director.

3. The property owner, developer or homeowners association is responsible for the maintenance of the fence or wall.

4. The fence or wall shall not be built until the city issues a fence permit consistent with RDC [Section] 18.740.050, the city issues a building permit for a wall, or grants approval through the development review process.

C. Landscaping. The following standards are in addition to the requirements in RDC 18.725.

1. A minimum five-foot wide planting strip shall be required between the back edge of the sidewalk abutting or adjacent to major corridors as listed in subsection (A) and the property lines of abutting lots, tracts or parcels.

Vegetation within this planting strip shall satisfy the following standards:

a. Proposed vegetation shall be detailed in a landscape plan, consistent with the requirements of RDC 18.725.070, that addresses plant location, plant type, quantity, initial and mature planting sizes and method of irrigation.

b. The planting strip shall be planted with a diverse mixture of evergreen trees, native shrubs and groundcover. Water features (creeks, fountains, etc.) may augment or replace the landscaping feature.

c. All plantings shall remain fifty percent opaque year round.

d. An in-ground irrigation system shall be installed to ensure the growth and long-term viability of planted materials.

e. The perpetual maintenance and operation of the five-foot wide planting strip, or in the case of S. 45th Avenue frontage, the planting strip running from the back of the sidewalk to the wall (as depicted in Landscape

EXHIBIT C, and Typical Roadway Section **EXHIBIT F**), shall be the responsibility of a homeowner's association and/or the developer.

3.3) Landscape and Wall Detail – S. 45th Avenue Frontage

3.3a) A six foot (6') tall "stone-look" (e.g., natural or manufactured products) in muted earth-tones, freestanding wall with columns every 75' (maximum) will be constructed and maintained to front along S. 45th Avenue. This wall improvement is referred to as the "45th Avenue Wall." The Responsible Party will install and maintain landscaping along the S. 45th Avenue Frontage as depicted in Landscape Plan attached as **EXHIBIT C**, incorporated by reference.

3.3b) The 45th Avenue Wall will be placed 5' off the right-of-way for S. 45th Avenue. This will provide for additional screening and landscaping to match **EXHIBIT C**, as incorporated herein.

3.3c) The 45th Avenue Wall, and the ten foot (10') landscape strip (minimum) between the back of the sidewalk and 45th Avenue Wall will be perpetually maintained by the Responsible Party.

3.3d) **EXHIBIT F**, attached hereto and incorporated by reference, provides detail regarding the typical roadway section for S. 45th Avenue.

3.4) Sidewalk Placement – S. 45th Avenue Frontage

The City agrees that the sidewalks along S. 45th Avenue may meander between the back of curb and edge of right-of-way. This meandering sidewalk will allow for less conflicts between public utilities and allow for increased landscaping between the sidewalk and 45th Avenue Wall.

4. PARKS, OPEN SPACES, TRAILS AND RELATED IMPROVEMENTS – TIMING AND FUNDING

Parks, open spaces, trails and related improvements shall be completed concurrently with the respective phases, as provided in the Rezone Agreement, with parks, open spaces, trails and related improvements to be constructed prior to the final plat of the particular specific phase of the project that includes within its phase boundaries the specific parks, open spaces, and related improvements. The construction and maintenance of parks, open spaces, trails and related improvements shall be completed and maintained by the Responsible Party. **EXHIBIT D**, attached hereto and incorporated by reference, depicts phase lines and the associated park and open space areas and improvements associated with each phase and shall guide which park and trail improvements are associated with each phase.

4.1) Trail Development on School District Property

The parties anticipate that the Ridgefield School District #122 will authorize the Gee Creek trail and the connection trail improvements generally depicted on **EXHIBIT E** to be constructed and maintained upon School District property identified as Clark County Tax Parcel 215881000. This trail improvement shall be maintained as defined in the associated easement instrument in which the School District is Grantor, and Cloverhill ownership interest is Grantee, such that no maintenance obligations will be imposed upon the Current Owners and the City, and such that the City will have adequate assurances regarding construction and maintenance of these off-site trails. The easement instrument shall be approved by the City and executed and recorded no later than October 2, 2017. In the event recording is not completed by October 2, 2017, the City may, in its sole discretion, require that Cloverhill Phases 7 through 10 be modified to accommodate equivalent improvements within the boundaries of Phases 7 through 10.

5. TRAIL CONSTRUCTION DETAILS

5.1) At the Responsible Party's option, park trails may be constructed with base rock only for the first year to enable settling which will extend the life of the trail improvements once paved. This one year settling period shall not delay final plat approval, and subsequent paving may be secured through bonding at the time of final plat approval.

5.2) Trail lighting is required at intersections only, and street lighting provided at intersections where trail sections cross will satisfy trail lighting intersection requirements.

6. PARK ACCEPTANCE AND PARK IMPACT FEE CREDITS

To the extent that the City acquires or accepts dedication of park, trail or open space improvements associated with any phase of the Cloverhill PUD and Subdivision, the City agrees to reimburse the Responsible Party who funded the park, trail or open space improvements associated with specific phase. This reimbursement shall be in the form of Park Impact Fee credits.

7. WATERLINE

7.1) The City agrees that the 12 inch water main line associated with this project is larger than the standard 8 inch water main requirement. The City will reimburse the Responsible Party who funds this water line improvement upon acceptance of this improvement.

7.2) The City agrees that the City will require the Ridgecrest PUD and Subdivision (City of Ridgefield Final Order PLZ-16-0035) to complete Ridgecrest's water main improvements through build-out of Ridgecrest's first phase of construction and prior to final plat approval of Ridgecrest's first phase of construction, so as to immediately provide water line improvements to 45th Avenue, which will provide water availability to the Cloverhill development.

8. LOCATION OF PUBLIC UTILITY EASEMENTS WITHIN ROW

The City agrees that the public utility easements for S. 45th Avenue (a/k/a Royle Road) can be located within the right-of-way and not on the rear yards of the adjacent lots. All lots which back up to S. 45th Avenue (a/k/a Royle Road) will have typical 6 foot wide public utility easements along their street frontages where driveway access is taken. It is not necessary for two public utility easements to be located on the lots. Public utilities may be located in the planter strips or under the sidewalks if necessary along S. 45th Avenue (a/k/a Royle Road).

9. HOMEOWNERS' ASSOCIATION

A Homeowners' Association shall be established, and the Responsible Party shall transfer maintenance duties and obligations to the Homeowners' Association, so that the City will have no responsibility for maintenance of the park, open space and trail improvements unless and until the time of any future dedication of the same to the City.

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 the Current Owners, Owners, Developers, Responsible Parties 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 benefit and bind the Parties and the Parties' heirs, successors and assigns, and will be recorded with the Clark County Auditor.

Assignability and Contractual Transfer of Obligations: The rights and obligations established in this Agreement are assignable by the Current Owners, Owners, Developers and Responsible Parties to their heirs, successors and assigns, and the Current Owners, Owners and Developers and Responsible Parties will contractually require subsequent owners and developers with whom Current Owners, Owners, Developers and Responsible Parties contract with to carry out the terms of this Agreement.

Term. The Term of this Agreement will expire ten (10) years from the date of execution of this Agreement, 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
 Attn: Steve Stuart
 230 Pioneer St.
 PO Box 608
 Ridgefield, WA 98642-0608

With a copy to: Janean Parker
 Law Office of Janean Z. Parker
 PO Box 298
 Adna, WA 98522

Developers: Fortress Enterprises, Inc.

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

Current Owners: ROBERT A. ROYLE, LLC
 ELRO, LLC
 ESTATE OF ROBERT ROYLE AND LIONEL
 ROYLE
 KENNETH A. ROYLE
 LUCILLE E. HOLLIS
 MARGARET L. SVIR
 MARCELLA R. SATHER

With a copy to: Miller Nash Graham & Dunn, LLP
 Attn: LeAnne Bremer
 500 Broadway Street, Suite 400
 Vancouver, WA 98660

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.

DEVELOPER –

By: _____ Date _____
 Its: _____

State of Washington)
) ss.
 City 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.

(Seal or stamp)

 Signature

 Title
 My appointment expires _____

DEVELOPER –

By: _____
Its: _____

Date _____

State of Washington)
) ss.
City 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 free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

(Seal or stamp)

Signature _____

Title _____
My appointment expires _____

CURRENT OWNER –

By: _____
Its: _____

Date _____

State of Washington)
) ss.
City 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 free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

(Seal or stamp)

Signature

Title

My appointment expires _____

Page 18 - DEVELOPMENT AGREEMENT

CURRENT OWNER –

By:
Its:

Date

State of Washington)
) ss.
City 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 free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

(Seal or stamp)

Signature

Title

My appointment expires _____

CURRENT OWNER –

By: _____ Date _____
 Its: _____

State of Washington)
) ss.
 City 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 free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

(Seal or stamp)

 Signature

 Title
 My appointment expires _____

CURRENT OWNER –

By: _____ Date _____
 Its: _____

State of Washington)
) ss.
 City 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 free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

(Seal or stamp)

 Signature

 Title
 My appointment expires _____

CURRENT OWNER –

By: _____ Date _____
 Its: _____

State of Washington)
) ss.
 City 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 free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

(Seal or stamp)

 Signature

 Title
 My appointment expires _____

CURRENT OWNER –

By: _____ Date _____
 Its: _____

State of Washington)
) ss.
 City 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 free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

(Seal or stamp)

 Signature

 Title
 My appointment expires _____

CURRENT OWNER –

By: _____ Date _____
 Its: _____

State of Washington)
) ss.
 City 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 free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

(Seal or stamp)

 Signature

 Title
 My appointment expires _____

City of Ridgefield

By: _____ Date _____
Its: _____

State of Washington)
) ss.
City 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.

(Seal or stamp)

Signature

Title

My appointment expires _____

Approved as to form:

City Counsel

EXHIBIT A – LEGAL DESCRIPTION**Parcel No. 215832000**

#37 SEC 29 T4N R1EWM 38A

The Northeast quarter of the Northeast quarter of Section 29, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 435.6 feet of the West 200 feet:

ALSO EXCEPT that portion lying within N.E. 254th Street now shown as S. 15th Street and N.W. 31st Avenue now shown as S. 45th Avenue.

Parcel No. 215817000

#22 SEC 29 T4N R1EWM 76.48A

TRACT A:

The Southeast quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Twenty-nine (29), Township Four (4) North, Range One (1) East of the Willamette Meridian.

EXCEPT that certain one-half (1/2) acre tract conveyed to JOHN W. WELLS, by Deed recorded in Volume 146, Page 106, records and said County, described as follows:

Commencing at the quarter section corner between Sections 28 and 29, Township 4 North, Range 1 East of the Willamette Meridian, in the center of the county road, running thence in a southwesterly direction along the center of said county road to a point far enough distant from point of beginning, so that a line drawn therefrom due east to Section line between Section 28 and 29 will with said section line and aforesaid center line of said County road form a triangle containing one-half (1/2) acre of land.

ALSO EXCEPT that certain one-third (1/3) acre tract conveyed to ROBERT A. ROYLE and ANN ROYLE, husband and wife, by Correction Warranty Deed recorded as Clark County Auditor's file No. G-745661, records of Clark County, described as follows:

BEGINNING at the Northeast corner of the Southeast Quarter of Section 29, Township 4 North, Range 1 East of the Willamette Meridian; thence West 450 feet to the **TRUE POINT OF BEGINNING**; thence West on said quarter section line, 120 feet; thence South 120 feet; thence East 120 feet; thence North 120 feet, to the **POINT OF BEGINNING**.

ALSO EXCEPT that portion of the Northeast quarter of the Southeast quarter of Section 29, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, quieted to GL4D, L.L.C. pursuant to Stipulation and Stipulated Order of Judgment to Quiet Title entered in Clark County Superior Court Case No. 07-2-00967-5, described as follows:

BEGINNING at a brass cap marking the Southeast corner of Section 29 as shown in Book "H" of Plats, page 753, Clark County Auditor's Records; thence North 00°06'40" East, along the East line of the Southeast quarter of Section 29, for a distance of 2393 feet, more or less, to the Southeast corner of the "Farthing tract" as described in Clark County Auditor's File No. G-652127 and the TRUE POINT OF BEGINNING; thence West along the South line of the "Farthing tract", 89 feet, more or less, to an existing fence; thence Southeasterly along said fence line, 118 feet, more or less, to the East line of the Southeast quarter of Section 29; thence North 00°06'40" East, along the East line of the Southeast quarter, 77 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO restrictions and easements of record.

EXCEPT County Roads.

TRACT B:

A portion of the Northeast quarter of the Southeast quarter of Section 29, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, quieted in Lionel E. Royle, Robert A. Royle, Kenneth A. Royal, Lucille E. Hollis, Marcella R. Sather, Margaret L. Svir and Dwight G. Svir pursuant to Stipulation and Stipulated Order of Judgment to Quiet Title entered in Clark County Superior Court Case No. 07-2-00967-5, described as follows:

All that portion of the “Farthing tract” as described in Clark County Auditor’s File No. G-652127, that lies Southwesterly of the following described line:

BEGINNING at a brass cap marking the Southeast corner of Section 29 as shown in Book “H” of Plats, page 753, Clark County Auditor’s Records; thence North 00°06’40” East, along the East line of the Southeast quarter of Section 29, for a distance of 2393 feet, more or less, to the Southeast corner of the “Farthing tract”; thence Westerly along the South line of the “Farthing tract”, 89 feet, more or less, to an existing Northwesterly fence and the TRUE POINT OF BEGINNING of the line to be described; thence Northwesterly along said fence and it’s extension, 64 feet, more or less, to the centerline of Old County Road 25 (the North line of the “Farthing tract”) and the terminus of said line.

EXCEPT County Roads.

Parcel No. 215865000

70 SEC 29 T4N R1EWM .33A

BEGINNING at the Northeast corner of the Southeast quarter of Section 29, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence West 450 feet to the TRUE POINT OF BEGINNING; thence West on said quarter section line, 120 feet; thence South 120 feet; thence East 120 feet; thence North 120 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a non-exclusive easement 60 feet in width for road purposes, including transportation of utilities, the center line of which commences at the Southeast corner of the tract herein conveyed; and runs thence in an Easterly and Southerly direction to the County Road known as N.W. Royle Road, as the same is located on the ground.

TOGETHER WITH the right to use the water from and ingress and egress to that certain well approximately 130 feet in depth, located approximately 6 feet North and 20 feet East of the Northwest corner of the above described tract as set forth in Correction Warranty Deed recorded under Clark County Auditor's File No. G 745661, and subject to the terms and conditions set forth therein.

SUBJECT TO restrictions and easements of record.

Parcel No. 215810000

#14 SEC 29 T4N R1EWM 19.45A

Beginning at a point 39 rods East of the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 29, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington; thence North 80 rods; thence East 41 rods; thence South 80 rods; thence West 41 rods to the point of beginning.

EXCEPT that portion transferred to RIDGEFIELD SCHOOL DISTRICT NO. 122, Clark County, Washington, by Deed recorded as Auditor's File No. G-485728, described as follows:

That portion of the Northwest Quarter of the Southeast Quarter of Section 29, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

BEGINNING at a point on the South line of the Northwest Quarter of the Southeast Quarter of said Section 29 that is South 89°22'53" East 643.50 feet from the Southwest corner thereof; thence North 0°58'40" East 60.00 feet; thence South 89°22'53" East 335.74 feet to the Westerly right of way line of County Road No. 25; and thence South 31°57'22" West, along said right-of-way, 70.25 feet; thence North 89°22'53" West 299.60 feet to the point of beginning;

EXCEPT that portion conveyed to Clark County, Washington, by deed recorded March 20, 1962, under Auditor's File No. G-327882;

EXCEPT County Roads.

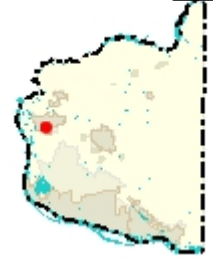
EXHIBIT B – FINAL ORDER WITH SUBDIVISION MAP ATTACHED

Attachment: 7-12-17 v8 - Updated Draft DA - CLEAN - JN Comments (1345 : Cloverhill Development Agreement)



School Property

5.4.d



Legend

- Building Footprints
- Taxlots
- Roads
- ImageOrtho
 - Red: Red
 - Green: Green
 - Blue: Blue
- Cities Boundaries
- Urban Growth Boundaries

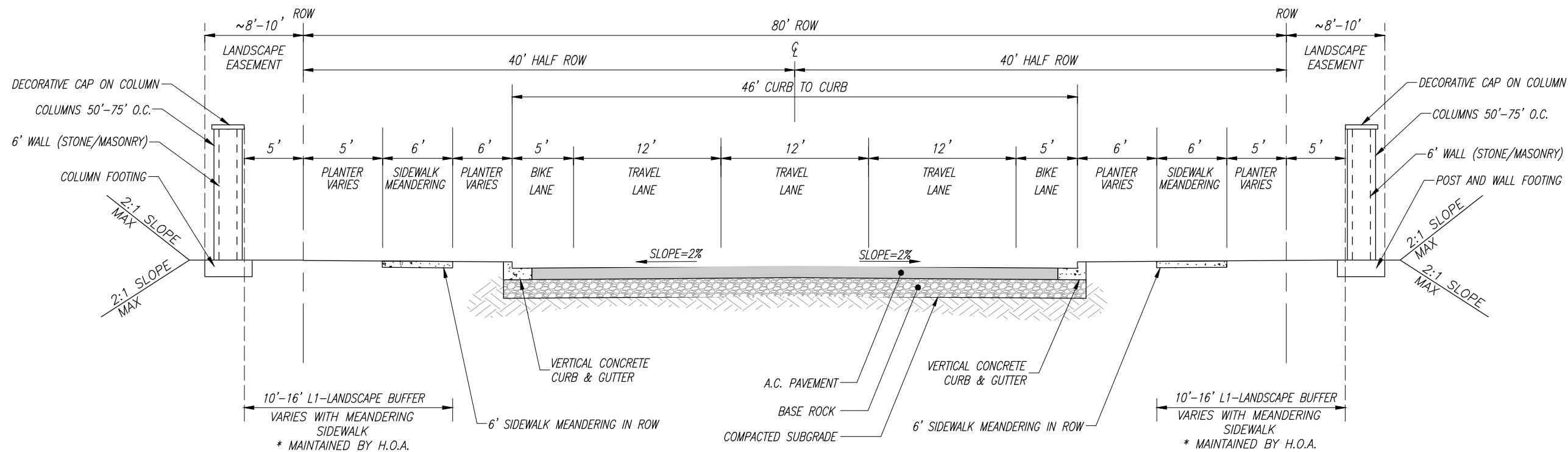
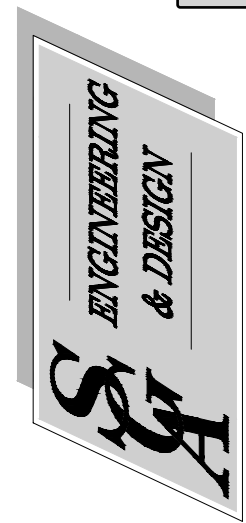
Notes:

621.1 0 310.53 621.1 Feet

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

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

Attachment: School Property Trail Plan (3) (1345 : Cloverhill Development Agreement)



MINOR ARTERIAL - S 45TH AVENUE/ROYLE ROAD

NO SCALE

TYPICAL ROADWAY SECTION FOR S 45TH AVENUE/ROYLE ROAD

RIDGEFIELD, WASHINGTON

Attachment: EXHIBIT F - 45th Avenue Typical Section (1345 : Cloverhill Development Agreement)

SCALE: NTS
DATE: 5/3/2017
PROJECT: 1627

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

Regarding an application by James Kessi for) **FINAL ORDER**
 preliminary plat approval to divide 129-acres into)
 455 lots in the RLD-4 and RLD-8 zones at 2067 S.) **PLZ-16-0088**
 Royle Road in the City of Ridgefield, Washington) **(Cloverhill PUD & Subdivision)**

A. SUMMARY

1. James Kessi, the applicant, requests approval to divide 129-acres into 455 lots in ten phases as a Planned Unit Development (“PUD”). The site is located at 2067 S. Royle Road; also known as Assessor’s parcels #215832000, 215817000, 215865000, 215810000 (the “site”).

a. The southwest portion of the site is zoned RLD-4 (Residential Low Density, 4 units per acre maximum density). The remainder of the site and abutting properties to the east are zoned RLD-8 (Residential Low Density, 8 units per acre maximum density). Abutting properties to the west, south, and southeast are zoned RLD-6 (Residential Low Density, 6 units per acre maximum density). Properties to the north are zoned RMD-16 (Residential Medium Density, 16 units per acre maximum density). Properties to the southwest are zoned PF (Public Facilities).

b. The site is currently developed with a single-family residence and several accessory structures. The applicant proposed to remove all of the existing structures on the site prior to final plat approval. A new single-family detached dwelling will be built on each of the proposed lots. All proposed lots comply with the minimum dimensional standards for the RLD-4 and RLD-8 zones, as modified by the PUD.

c. There are twenty wetlands (one Category III and 19 Category IV), three streams (Type F), and five seasonal drainages (Type Ns) located on the site. The applicant will utilize approximately 0.3 acres (13,307 SF) of Category IV emergent and forested slope wetlands (Wetlands B, K, and M) as stormwater ponds by constructing berms in the downslope upland areas that will enable the wetland areas to detain water during storm events. The applicant will preserve all remaining critical areas and the majority of the associated buffers in open space tracts. The proposed development will retain 25-percent of the site area as open space.

d. Domestic water service will be supplied by the City of Ridgefield. Clark Regional Waste Water District (CRWWD) will provide sanitary sewer service. The applicant will collect storm water from impervious areas on the site and convey it to storm water facilities distributed throughout the site for treatment, detention, and discharge to the on-site wetlands, streams, and drainageways at less than predevelopment rates.

e. The applicant will dedicate right-of-way and the applicant or the City will construct improvements along the site’s S. 45th Avenue/S. Royle Road frontage. The

applicant will dedicate additional right-of-way and construct public and private streets within the site to provide access to the individual lots from S. 45th Avenue/S. Royle Road. The applicant will also construct trails throughout the development.

2. The Applicant also proposes the following modifications from adopted City Standards through the PUD process (RDC 18.401.100):

a. A 20 percent reduction in front yard and street side yard setbacks in the RLD-4 zone from 15 feet to 12 feet, a 20 percent reduction;

b. A 20 percent reduction in side yard setbacks for townhouses in the RLD-8 zone. The applicant proposed to reduce the minimum side yard setback from 5 feet to 4 feet and the minimum street side yard setback from 10 feet to 8 feet; and

c. An 11.5 percent reduction in the average minimum lot size lots in the RLD-4 zone.

d. The Applicant's justification is that the reductions will allow for protection of critical areas and buffers, work with the natural topography, and improve design flexibility. In addition, the setback reductions will increase rear yard area and the lot size reduction will facilitate compliance with the concomitant rezone agreement unit requirement.

3. The applicant initially requested modifications to the open space requirements through the adjustment process (RDC 18.350.030). However the applicant subsequently withdrew this request and proposed to comply with the open space requirements of the Code.

4. The City issued a Determination of Nonsignificance ("DNS") for the subdivision pursuant to the State Environmental Policy Act ("SEPA") on February 15, 2017. The SEPA determination was not appealed and is now final.

5. City of Ridgefield Hearing Examiner Joe Turner (the "examiner") conducted a public hearing to receive testimony and evidence about the application. City staff recommended that the examiner approve the preliminary plat subject to conditions. See the City of Ridgefield Staff Report to the Hearing Examiner dated March 9, 2017 (the "Staff Report") as amended at the hearing. The applicant accepted those findings and conditions, as modified, without exceptions. One person testified in writing with questions and concerns.

6. Based on the findings provided or incorporated herein, the examiner approves the application subject to the conditions at the end of this final order.

B. HEARING AND RECORD HIGHLIGHTS

1. The examiner received testimony at the public hearing about this application on March 16, 2017. All exhibits and records of testimony are filed at the City of Ridgefield.

The examiner announced at the beginning of the hearing the rights of persons with an interest in the matter, including the right to request that the examiner continue the hearing or hold open the public record, the duty of those persons to testify and to raise all issues to preserve appeal rights and the manner in which the hearing will be conducted. The examiner disclaimed any *ex parte* contacts, bias or conflicts of interest. The following is a summary by the examiner of selected testimony and evidence offered at the public hearing.

2. Consulting city planner Elizabeth Decker summarized the Staff Report and the applicable standards and described the proposed development on the site.

a. She noted that the City and the applicant entered a Concomitant Rezone Agreement for the site, which requires the applicant develop the 128.9-acre site with a minimum 453 residential units.

b. The applicant initially requested to reduce the total open space area from 32.2 acres to 30.0 acres and to reduce the main facility area from 16.1 acres to 13.3 acres. However the applicant subsequently modified the project to propose additional offsite open space to meet the 25-percent requirement of the Code. She requested the examiner modify condition A.24 to reflect the modified proposal.

c. The City issued a DNS for this development on February 15, 2017. The Washington Department of Ecology (“Ecology”) commented in opposition to the DNS by letter dated March 9, 2017, arguing that this development should be required to comply with the 2013 Stormwater Manual for Western Washington (the SWMMWW”) in order to avoid significant impacts from the development. Ecology failed to provide any evidence to support its assertions and did not appeal the DNS, which is now final.

d. She requested the examiner modify condition A.1 to require a 20-foot wide landscape buffer on the rear of lots abutting 45th Avenue/S. Royle Road; a five-foot planter strip as required by RDC 18.210.065.D in addition to the 15-foot landscape buffer required by RDC Table 18.725.050-1.

e. She requested the examiner add a condition or approval requiring that all non-flag lots comply with the minimum 35-foot road frontage requirement of RDC 18.401.090.I and flag lots provide a minimum 20-foot flag pole frontage as required by the City engineering standards.

f. She noted a typographical error on p. 10 of the Staff Report. The reference to “footnote 3” of RDC Table 18.210.040-1 should refer to “footnote 1.”

3. Ridgefield staff engineer Brenda Howell summarized the engineering issues for the development. She requested the examiner replace all references to the Puget Sound Manual in the Staff Report and conditions with “engineering standards in effect at the time of Engineering Submittal.” The applicant will dedicate right-of-way for frontage improvements on the site’s 45th Avenue/S. Royle Road frontage. The applicant will either construct frontage improvements or pay a proportionate share of the cost of City

construction as part of the planned 45th Avenue/S. Royle Road improvement project. She requested the examiner modify condition A.36 to require the applicant improve the existing gravel roadway that is proposed as temporary access to Phase 10 with a minimum 20-foot wide paved section.

4. City public works director and City engineer Brian Kast noted that traffic from the proposed development will impact certain intersections that are projected to fail in the future. The applicant proposed to contribute funds towards improvements to these intersections as outlined in the March 16, 2017 letter from H. Lee & Associates, PLLC.

a. RDC 18401.090.E(2) requires that through streets be constructed to Local Access standards and prohibits modifications to this requirement. However the Code does not define the term “through streets.” In response to the applicant’s arguments he concluded that 13th Street/Fieldcrest Way/42nd Street is not a through street that must be constructed to Local Access standards. He requested the examiner modify condition 33 to that effect.

b. The City will likely reduce the speed limit on 45th Avenue/S. Royle Road to 35 mph as part of the planned street improvements.

4. Attorney Jamie Howsley, engineer James Kessi, and traffic engineer Han Lee testified on behalf of the applicant.

a. Mr. Howsley summarized his March 16, 2017 memorandum.

i. This application is vested under the laws in effect when the application was filed, including the current Ridgefield engineering standards that are based on the 1992 Puget Sound Manual. The City has no authority to require compliance with the SWMMWW as Ecology requested.

ii. He requested the examiner delete condition A.25. The City’s modifications to condition A.24 render A.25 redundant.

iii. He requested the examiner modify conditions A.32, .38, .39, and .40 as discussed in his memo.

iv. Condition A.13 misstates the Code. The four-foot setback from the front building façade only applies to accessory structures. The applicant proposed to construct attached garages on all of the lots, which are not accessory structures subject to this requirement.

v. The SEPA comment period ended on March 9, 2017, not March 1, 2017 as stated in the Staff Report.

vi. He requested the examiner add a condition of approval allowing non-sequential phasing where the applicant may develop any phase at any time.

vii. He requested the examiner modify the landscape/buffer requirement along 45th Avenue/S. Royle Road to allow a 10-foot landscape strip, a wall, and landscaped backyards. The homeowners association will maintain the landscaping between the wall and the street.

b. Mr. Kessi requested the hearings officer modify condition 33 to allow the applicant to apply for a road modification allowing construction of 13th Street/Fieldcrest Way/42nd Street to a local access standard. This area of the site is very constrained by streams and open space and this street will not carry a significant volume of traffic.

c. Mr. Lee argued that 13th Street/Fieldcrest Way/42nd Street is unlikely to function as a “through street.” The future extension of 10th Street in the northeast corner of the site is likely to connect with the extension of 42nd Street to create a loop street when the abutting property to the north redevelops. 13th Street/Fieldcrest Way/42nd Street will likely function as a local street, carrying a relatively small volume of traffic.

5. Community Development Director Jeff Niten noted the 35-foot road frontage requirement of RDC 18.401.090.I could be reduce to 28 feet (20 percent) through the administrative adjustment process.

6. Curtis Meuler submitted written testimony. He objected to any reduction in parks and open space area on the site. He questioned whether the applicant will install fences on the boundaries of the site and whether the City will reduce the speed limit on 45th Avenue/S. Royle Road.

7. The examiner closed the record at the end of the hearing and announced his intention to approve the application, subject to the conditions of approval in the Staff Report, as modified at the hearing.

C. SEPA ISSUES

1. The City issued a DNS for this application on February 15, 2017. Due to a delay in filing the SEPA register, the 14-day appeal period expired on March 9, 2017. The Department of Ecology submitted a comment letter on March 9, 2017 raising the following concerns:

a. Air quality/greenhouse gas. The Department of Ecology noted that a development of this size will generate significant amounts of CO₂, a greenhouse gas. As noted in Mr. Howsley’s March 16, 2017 letter, the applicant will comply with the LED lighting standards and other energy efficiency requirements of the RDC and building code. In addition the development will plant a significant amount of vegetation, including trees on the site that is currently planted in pasture grasses. That additional vegetation will absorb some of the CO₂ generated by this development. The City has not adopted specific SEPA policies that address greenhouse gases. Therefore the City lacks authority to impose SEPA conditions to address the impacts of greenhouse gases.

b. Toxics cleanup. The Department of Ecology noted that the site is located within approximately ½ mile of a known contamination site. There is no evidence of any contamination on this site. The applicant must comply with state law regarding any environmental contamination that may be discovered on the site.

c. Water quality. The Department of Ecology objected to the City's threshold determination of nonsignificance, arguing that the City's current engineering standards are not sufficient to comply with water quality standards. This development is vested under the City's current engineering standards, which are based on the 1992 Puget Sound Stormwater Manual (the "Puget Sound Manual"). The Department of Ecology failed to identify any specific probable adverse environmental impacts from this development or provide any evidence to support its statement that the project will result in significant impacts.

d. Water resources. The Department of Ecology noted that any unused groundwater wells on the site must be properly decommissioned and decommissioning reports submitted to the Department of Ecology as required by WAC 173-160-381. The applicant agreed to a condition of approval to that effect.

2. The City's SEPA determination was not appealed and is now final. Therefore the examiner has no authority to reconsider the City's threshold determination.

D. DISCUSSION

1. City staff recommended approval of the application, based on the affirmative findings and subject to conditions of approval in the Staff Report as modified at the hearing. The applicant accepted those findings and conditions, as amended, without exceptions.

2. The Staff Report identifies the applicable approval standards in the Ridgefield Development Code ("RDC") for the application and contains affirmative findings showing that the proposal does or can comply with those standards, provided that the applicant complies with the recommended conditions of approval, as amended. The examiner adopts the affirmative findings in the Staff Report, as amended, as his own, except to the extent they are inconsistent with the following findings.

3. Development on the site is subject to the following revised dimensional standards pursuant to RDC 18.401.100.

Table 1. RLD-4 and RLD-8 Lot Dimensional Standards

Standard	Proposed RLD-4	Proposed RLD-8
Min. Lot Width	50 feet minimum	50 feet minimum
Min. Lot Area	Average 9,635 SF	Average 8,137 SF
Min. Front Yard Setback ¹	12 feet	10 feet
Min. Rear Yard	10 feet (25 feet	5 feet (25 feet

Setback ¹	adjacent to S 45 th Avenue or S Royle Road)	adjacent to S 45 th Avenue or S Royle Road)
Min. Side Yard Setback ¹	5 feet	5 feet
Min. Street Side Yard Setback ¹	12 feet	10 feet
Max. Height	30 feet (35 feet with pitched roof)	35 feet
Max. Building Coverage	45%	50%
Max. Impervious Surface	60%	65%

¹ All setbacks for lots abutting or adjacent to the public rights-of-way of Pioneer Street east of the Gee Creek crossing, South Hillhurst Road, 45th Avenue or South Royle Road are twenty-five feet and may not be modified through the PUD process. Adjacent, when used in this note, means, separated by a street, tract, open space, or similar intervening element.

4. RDC 18.210.065.D(1) requires a minimum five-foot wide planting strip between the back edge of the sidewalk and the property lines of all lots, tracts or parcels abutting Royle Road/45th Avenue. In addition, RDC Table 18.725.050-1 requires a 15-foot wide L-1 for lots abutting streets. Therefore a total 20 feet of landscaping is required adjacent to Royle Road/45th Avenue. The applicant proposed to provide a 10-foot wide landscape buffer from back of sidewalk, to be landscaped consistent with the RDC requirements of 18.210.065.D to be owned and maintained by the homeowners association. The applicant proposed to provide an additional 10 feet of lawn in the rear yards of homes backing onto Royle Road/45th Avenue, for a total 20 feet of required landscaping meeting or exceeding the standards of RDC 18.210.065.D and RDC Table 18.725.050-1. The trees at 25 feet required to meet the L1 standard will be provided on the street side of the fence within the combined 20 feet of landscaping. The examiner finds that the proposed landscape design is sufficient to comply with RDC 18.210.065.D(1) and RDC 18.725. Condition A.11 should be modified to that effect.

5. The proposed PUD does not comply with the minimum open space requirements of RDC 18.401.080.B, which require a minimum twenty-five percent of the total site area for common open space, fifty percent of the required common open space (12.5% of the total site area) located on a single parcel to provide a larger central facility for the PUD, and fifty percent of the main facility be a combination of buildable land suitable for development of active recreation uses and critical areas buffers proposed for passive recreation facilities. The applicant can comply with these requirements by modifying the plat to comply with the requirements of RDC 18.401.080.B on the site, or by submitting a written, recordable, enforceable agreement on an adjacent parcel subject to the Director's approval or through enhanced mitigation subject to a future development agreement or amendment thereto. Condition A.24 should be modified to that effect.

6. The applicant proposed to develop the site in ten phases. Phase 1 will be constructed first, and other Phases constructed in the order selected by the Applicant.

However, multiple phases may be constructed simultaneously. Condition A.3 should be modified to that effect.

7. RDC 18.401.090.E(2) requires that a “[r]esidential access street [that] functions as through street to other subdivisions or off-site roads...” must be constructed to residential access street standards. The Code does not define the term “through street.” Therefore the examiner must determine the meaning of the word based on the text and context of the Code. The examiner finds that proposed 13th Street/Fieldcrest Way/42nd Street is not a “through street.” Although this street will eventually connect to off-site roads in another subdivision when the abutting property to the north redevelops, it will likely be developed as a loop road connecting with proposed 10th Street in the northeast corner of the site. This street will not carry through traffic, provide primary access to the adjacent subdivision, or carry sufficient traffic volume to warrant compliance with the residential access street standards. Therefore Condition 33 should be deleted.

8. The applicant proposed to increase the number of lots accessed by private roads as allowed by the Draft Engineering Standards that are currently under consideration by the City Council. However the Draft Engineering Standards have not been adopted by the City. The applicant should be required to comply with the engineering standards in effect at the time of engineering submittal. Condition of approval B.2.a.iii should be modified to that effect.

9. The applicant agreed to improve the existing gravel access road providing temporary access to Phase 10 to provide a minimum 20-foot paved width temporary roadway. Condition 35 should be modified to that effect.

10. The Applicant proposed lot frontages as narrow as 21.5 feet for lots fronting on culs-de-sac. However RDC 18.401.090.I provides “Each lot used for single-family residential purposes shall have a thirty-five-foot minimum frontage on a public or private street.” This requirement may be reduced to 28 feet through the adjustment process, RDC 18.350.020. In addition the Applicant proposed lot frontages as narrow as 20 feet for flag lots. Flag lots are expressly exempt from minimum frontage requirements. RDC 18.100.032 Flag lot definition. The examiner finds that the applicant should be required to modify the plat to provide a minimum 35 feet of lot frontage; obtain approval of an administrative adjustment to allow a 28-foot street frontage (a 20% reduction to the standard); redesign lots so that the lots meet the definition of a flag lot in RDC 18.100 and meet the minimum access requirements specified in the Engineering Standards; or some combination of these strategies. Condition of approval A.52 should be modified to that effect.

11. Mr. Meuler questioned whether the applicant will install fences on the boundaries of the site. The applicant will install a wall all the rear boundary of lots abutting Royle Road/45th Street as required by RDC 18.210.065.C. In addition, the applicant will fence the stormwater facility. However the Code does not otherwise require a fence between this site and abutting residential zoned properties. The applicant or future residents may choose to install fences on individual lots. However the Code does not require such fencing.

E. CONCLUSION

Based on the findings and discussion provided or incorporated herein, the examiner concludes that PLZ-16-0088 (Cloverhill PUD & Subdivision) should be approved, because the application does or can comply with applicable standards of the RDC and the Revised Code of the State of Washington, subject to conditions of approval necessary to ensure the final plat and resulting development will comply with the Code.

F. ORDER

The Hearing Examiner APPROVES PLZ-16-0088 (Cloverhill PUD & Subdivision) subject to the following conditions of approval:

CONDITIONS OF APPROVAL

A. General Conditions:

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.
2. Applications for subdivisions are subject to the requirements of RDC 18.600, Subdivision General; 18.620, Subdivision procedures; 18.630, Design requirements; and 18.401, PUD.
3. The Applicant shall apply for Final Plat approval, consistent with the requirements of RDC 18.620, for the first phase of the subdivision within five (5) years from the date of preliminary plat approval. Each phase of the development shall apply for Final Plat approval in accordance with RDC 18.620.080.C, and phases may be approved in any order and are not required to be approved in the numerical order indicated on the preliminary plat.
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-fours from the time of discovery, the City of Ridgefield Community Development Department of said discovery.
5. The Applicant shall comply with all SEPA mitigation measures as noted in this approval.

6. Prior to Final Plat approval the Applicant shall demonstrate that adequate facilities are in place to support the development in order to remove the UH-10 overlay zone designation.
7. Prior to Final Plat approval the Applicant shall provide the Community Development Director with a Final Plat showing the required setbacks and building envelopes, and providing detail demonstrating that the proposal complies with the dimensional standards of RDC 18.210.040-1, 18.220.140-1, and RDC 18.210.150-1 or approved dimension reductions. The applicant shall note the approved dimensional standards on the Final Plat. Building lot size and yard setbacks for lots abutting the perimeter of the PUD (Lots 28-38 in Phase 1; Lots 83-88, 91-101, and 104 in Phase 2; Lots 256-269 in Phase 4; Lots 314-321 in Phase 5; and Lots 360-366 in Phase 6) shall not be less than that permitted in the underlying zone and may not be modified or reduced through the PUD or adjustment process. A note shall be located on the final plat indicating that some lots have different dimensional standards than others.
8. At the time of Building Permit submittal for each lot the Applicant shall provide architectural drawings demonstrating that the proposed dwellings satisfy all applicable architectural design standards in RDC 18.210.060.D.
9. At the time of Building Permit submittal for each lot the Applicant shall provide architectural drawings demonstrating that the proposed dwellings satisfy the architectural design standards in RDC 18.210.065.B.
10. Prior to Final Plat approval the Applicant shall provide the Community Development Director fencing and wall details demonstrating that the Final Plat satisfies the standards in RDC 18.210.065.C and RDC 18.740. At the time of Fencing Permit and Building Permit submittal for each lot along S 45th Avenue and S Royle Road, the Applicant shall provide details demonstrating that proposed walls and fencing satisfy the standards in RDC 18.210.065.C, RDC 18.210.110, and RDC 18.740.
11. Prior to Final Plat approval the Applicant shall provide the Community Development Director with a final Landscape Plan demonstrating that the Final Plat satisfies the standards in RDC 18.210.065.D, RDC 18.401, and RDC 18.725.
 - a. As an option for lots abutting S 45th Ave/Royle Rd, the applicant shall provide a landscape buffer easement of 10 feet from back of sidewalk, to be landscaped consistent with the RDC requirements of 18.210.065.D and maintained by the HOA, and an additional minimum 10 feet of lawn in the rear yards of homes backing onto 45th Ave/Royle Rd, to total 20 feet of required landscaping meeting or exceeding the standards of RDC 18.210.065.D and RDC Table 18.725.050-1 for RLD sites. The required trees at 25 feet on center to meet the L1 standard and shall be provided on the street side of the fence within the combined 20 feet of landscaping, or as otherwise agreed to in the final design layout by the City in order to maintain consistency with neighboring projects along S 45th Ave / Royle Road.

12. Prior to Final Plat approval the Applicant shall provide the City with a final Lighting Plan, consistent with RDC 18.715, and demonstrate that light trespass and glare from streetlights shall not extend beyond the perimeter of the subdivision consistent with RDC 18.715.050.
13. All garage and carport doors shall be a minimum of 18 feet from garage or carport door and the interior of the sidewalk. The garages shall be set back from the front building facade, including covered porches, by a minimum of four feet. No other accessory structures have been identified. Prior to Final Plat approval, the Applicant shall provide the Community Development Director with a Final Plat providing notes demonstrating that the proposal complies with the standards of RDC 18.210.090. At the time of Building Permit submittal for each lot, the Applicant shall provide architectural drawings demonstrating that the proposed garages satisfy the standards in RDC 8.210.120.A.1.
14. Prior to Final Plat approval the Applicant shall provide the Community Development Director with a site plan and preliminary architectural drawings that demonstrate that the Final Plat satisfies the standards in RDC 18.210.150 for two/three unit homes. At the time of Building Permit submittal for each lot the Applicant shall provide demonstrating that the proposed duplex units satisfy the standards in RDC 18.210.150.
15. Prior to Final Plat approval the Applicant shall provide the Community Development Director with preliminary townhouse façade elevations that demonstrate that the Final Plat satisfies the design standards in RDC 18.210.140.B. At the time of Building Permit submittal for each lot, the Applicant shall provide architectural drawings demonstrating that the proposed townhouses satisfy the design standards in RDC 18.210.140.B.
16. Prior to Final Plat approval the Applicant shall provide the Community Development Director with a Final Plat providing notes demonstrating that proposed townhouse driveways, garages, and parking areas comply with the standards of RDC 18.210.140.C. At the time of Building Permit submittal for each lot, the Applicant shall provide architectural drawings demonstrating that the proposed townhouse garages satisfy the standards in RDC 18.210.140.C.3.
17. Prior to Final Plat approval the Applicant shall provide the Community Development Director with a Final Plat providing demonstrating that the proposal meets the townhouse open space and recreation standards of RDC 18.210.140.D.
18. All proposed signs are required demonstrate compliance with RDC 18.710. Any future monument signs will require a Ridgefield sign permit and shall comply with RDC 18.710.
19. Prior to Final Plat approval the Applicant shall provide the Community Development Director with a Final Plat shall identifying all critical areas and buffer widths and identifying these areas as protected critical areas consistent with RDC 18.280. The Final Plat shall show the building envelopes in relation to critical area buffers. The Final Plat shall delineate protected critical areas comprising identified wetlands and buffers and identified habitat conservation

areas and buffers using tracts or conservation easements in accordance with RDC 18.280.040.H.

20. Prior to Final Plat approval, in accordance with RDC 18.280.040.G the Applicant shall file a notice with the County auditor's office stating the presence of the critical area or buffer on the property, the application of this chapter to the property, and the fact that limitations on actions in or affecting the critical area or buffer may exist. The notice shall "run with the land." The Applicant shall submit proof that the notice has been filed for public record before the City approves any site development or construction for the property or at or before recording.
21. Prior to Final Plat approval, the Developer shall provide the Community Development Director with a final Mitigation Plan demonstrating compliance with RDC 18.280.110 and RDC 18.280.150, including proposed a management, maintenance, and monitoring plan. The final Mitigation Plan shall also include a landscape plan prepared by a qualified ecologist or biologist or prepared by a registered landscape architect in the State of Washington and reviewed and certified by a qualified ecology or biologist certifying that the plantings to be used in the remaining buffer area will compliment and support the functions and values of the fish and wildlife habitat conservation area and adjacent wetlands in accordance with RDC 18.280.110(D)(2)(d)(ii) and RDC 18.280.150(C)(2)(iv)(B). When mitigation required pursuant to a development proposal is not completed prior to the City final permit approval, the Applicant shall be required to provide security in a form and amount deemed acceptable by the City. The Applicant shall provide security in a form and amount deemed acceptable by the City to ensure mitigation is fully functional subject to the requirements in RDC 18.280.040.J.
22. Temporary and/or permanent impacts to wetlands and waters may trigger state and federal permits. Prior to soil disturbance, all necessary local, state, and federal permits shall be obtained prior to any wetland impacts.
23. Prior to soil disturbance, the Developer shall install fish and wildlife habitat conservation area and wetland signs and fencing consistent with the requirements in RDC 18.280.110.D.3, Signs and Fencing of Fish and Wildlife Habitat Conservation Areas and 18.280.150.C.3, Signs and Fencing of Wetlands. Prior to Final Plat approval, the Applicant delineate and place temporary and permanent signs at the boundary of the outer edge of critical areas tracts and easements consistent with the requirements in RDC 18.280.040.F, Critical Areas Markers and Signs.
 - Permanent signs (wood or metal) shall be posted at an interval of one per lot for single-family residential along all fish and wildlife habitat conservation areas and riparian buffers, in accordance with RMC 18.280.110.D.1.d.ii. Signs will be worded as follows, or with alternative language approved by the Community Development Director, "The area beyond this sign is a fish and wildlife habitat conservation area. Alteration or disturbance is prohibited by law. Please call the City of Ridgefield for more information."
 - Wood or metal signs shall be posted at an interval of one per lot for single family residential uses or at a maximum interval of two hundred feet or as

otherwise determined by the community development director or designee, and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the community development director or designee: "The area beyond this sign is a wetland or wetland buffer. Alteration or disturbance is prohibited by law. Please call the city of Ridgefield for more information."

24. Prior to Final Plat approval the Applicant shall provide a revised plat that provides 25 percent of the site area for common open space and 12.5 percent within a single parcel, and provide supporting documentation that 50 percent of the main parcel is developable for recreation areas to fully satisfy the requirements of RDC 18.401.080.B; or, the Applicant will demonstrate compliance with RDC 18.401.080.B through provision of a written, recordable, enforceable agreement on an adjacent parcel subject to the Director's approval or through enhanced mitigation subject to a future development agreement or amendment thereto.
25. Prior to Final Plat approval the Applicant shall revise the plat to provide dispersed facilities fully meeting the dispersed facilities requirements and provide calculations for each dispersed facility demonstrating that they meet the standards in RDC 18.401.080.B.2.
26. Prior to Final Plat approval the Applicant shall work with the City to determine which park facilities will be dedicated to the City and shall develop ownership and maintenance plans for all facilities demonstrating full compliance with RDC 18.401.080.B.9 & 10.
27. Prior to Final Plat approval, the Applicant shall develop parks and trails to City's Engineering Standards and the Park and Trail Design Standards in the Ridgefield Parks and Recreation Comprehensive Plan.
28. Prior to Final Plat approval, the Developer shall provide the Community Development Director with a final Landscape Plan demonstrating compliance with RDC 18.401 and RDC 18.725 detailing, among other things, improvements for parks and trails to fully satisfy the requirements of RDC 18.401.080.B.
29. The Applicant shall provide a bond for construction of the common open space improvements consistent with RDC 18.401.080.B.7 if required by the City.
30. Each phase of the development shall apply for Final Plat approval in accordance with RDC 18.620.080.C.
31. Construction of the project shall occur in accordance with RDC 18.401.110. A bond or other equivalent security, approved by the City attorney, shall be filed with the Community Development Director prior to final PUD and provided to the City prior to issuance of Building Permits, in accordance with RDC 18.401.120.
32. The Developer shall dedicate to the City the right-of-way necessary for S 45th Avenue/S Royle Road improvements, and pay their proportionate share of the improvement costs (9.9% of the cost of project T-18 and 36.8% of the cost of project T-22 from the CFP), or construct improvements concurrent with construction phasing to the City's road design. Additionally, the Developer shall construct on-site public and private roads, sidewalks, and trails concurrent with construction phasing in accordance with City code, Engineering, and Park and

Trail Standards. Maintenance of the private roads will be the responsibility of the individual property owners.

33. To provide an acceptable pedestrian route in lieu of sidewalks on both sides of the street for Phases 7 and 8, an additional trail segment shall be provided behind Lots 386 through 399. A minimum right-of-way width of 34 feet must be maintained. An alternate pedestrian path, acceptable to the City Engineer, must also be provided around Phase 9.
34. All relevant standards applying to private communities in the engineering standards in effect at the time of engineering submittal are met, unless specifically excepted, in writing, by the City Engineer.
35. The temporary gravel road used for access in Phase 10 shall be improved with a minimum 20-foot paved width prior to final approval of Phase 10. This temporary roadway shall be maintained as a trail, closed to vehicular access, after Hillside Avenue is completed.
36. The Developer shall contribute Transportation Impact Fees toward citywide impacts.
37. The Developer shall pay a voluntary contribution of \$10,000 per phase for the first five project phases final platted towards a new traffic signal at 9th Avenue/Pioneer St.
38. The Developer shall construct a separate southbound right turn lane at S Royle Road/NW and S Hillhurst Road prior to issuance of final occupancy for the 358th lot.
39. The Developer shall pay a fee in lieu of, not to exceed \$5,000, for capacity improvements at 5th Avenue/Pioneer St. Fee shall be paid prior to final plat for the first project phase.
40. The Developer shall provide multimodal trail connection from Hay Field Court to the south property border (near Lot 366) to allow a future connection to the adjacent property.
41. Signing shall be placed at all street stubs within the development to communicate the planned future extension of the roadways.
42. Minimum sight distance requirements shall be met at all site intersections and driveways. Sight distances on the internal local and collector street system shall be approved by the City Public Works Director prior to final site plan approval.
43. Prior to Final Plat approval the Developer shall provide the Community Development Director with a copy of the Home Owners Association (HOA) bylaws and final Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and which shall ensure that the HOA is responsible for the perpetual maintenance of all improvements and amenities held in common and not dedicated to the City, consistent with the requirements of RDC 18.401.140, Homeowner Association.
44. Prior to Final Plat approval, the Developer must demonstrate that each lot with reduced setbacks have adequate open space area, and all rooms on lots with reduced setbacks have either no windows, very small window areas, or have adequate provisions for light and air from another direction, in accordance with

- RDC 18.401.090.J. Additionally, prior to Final Plat approval, the Developer must demonstrate that minimum distances required by the Uniform Building Code and the Uniform Fire Code are met.
45. Prior to Final Plat approval, the Developer shall demonstrate that for lots in the RLD-8 zone, the maximum building coverage does not exceed 50 percent of net buildable area overall and the maximum development coverage does not exceed 65 percent of the net buildable area overall and for lots in the RLD-4 zone, the maximum building coverage does not exceed 45 percent of net buildable area overall and the maximum development coverage does not exceed 60 percent of the net buildable area overall.
 46. The Developer shall demonstrate compliance with RDC 18.401.090.P, Mechanical Equipment, at time of Building Permit.
 47. All utilities shall be placed underground in accordance with RDC 18.401.090.Q.
 48. The Developer shall develop sidewalks and trails to City Engineering standards and Park and Trail Design Standards in the Ridgefield Parks and Recreation Comprehensive Plan, and shall illuminate the multipurpose trails for security and safety, as required under RDC 18.401.080.R.4, consistent with City engineering standards. Trails must be separated from vehicular traffic.
 - a. The Developer shall develop internal trails, marked “local trails” on the preliminary plat, to a minimum 5-foot paved width, within a minimum 10-foot-wide easement dedicated for public use, and shall be developed at the Developer’s expense. The Developer shall be responsible for obtaining any necessary permits for trail construction, including for any critical areas impacts.
 - b. The Developer shall design, construct and dedicate portions of system trails T-4 and T-11, as shown on the preliminary plat, to adopted City standards including but not limited to a minimum paved width of 8 feet with a 2-foot shoulder on each side within a minimum 25-foot wide public easement, and may be eligible for PIF credits consistent with RDC 18.070.150. The Developer shall be responsible for obtaining any necessary permits for trail construction, including for any critical areas impacts.
 49. Cloverhill PUD shall be bound by the requirements of RDC 18.401.110, Time requirements and extensions.
 50. Cloverhill PUD shall be bound by the requirements of RDC 18.401.120, Bonding and Enforcement.
 51. Cloverhill PUD shall be bound by the requirements of RDC 18.401.130, Parties Bound.
 52. Prior to Final Plat approval, the Developer must demonstrate that all non-flag lots meet the minimum lot frontage standard in RDC 18.402.090.I by modifying the plat to provide a minimum 35 feet of lot frontage; obtaining approval of an administrative adjustment to allow a 28-foot lot frontage (a 20% reduction to the standard); redesigning lots so that the lots meet the definition of a flag lot in RDC

- 18.100 and meet the minimum access requirements specified in the Engineering Standards; or some combination of these strategies.
53. Future off-street parking and loading shall comply with the provisions of RDC 18.720, including the minimum spaces required by RDC 18.720.030.
 54. Prior to Final Plat approval the Applicant shall provide the City with a final Landscape Plan for street trees, parking strips, and Tract B consistent with RDC 18.725.
 55. Prior to Final Plat approval, the Developer shall demonstrate that the maximum building coverage does not exceed 60% of net buildable area overall and the maximum development coverage does not exceed 70% of the net buildable area overall.
 56. Prior to Final Plat approval the Developer shall provide the Community Development Director with a copy of the final HOA bylaws and CC&Rs and which shall ensure that the HOA is responsible for the perpetual maintenance of all improvements and amenities held in common and not dedicated to the City.
 57. Prior to Final Plat approval, the Developer shall illuminate the multimodal path, as required under RDC 18.401.080.R.4, consistent with City engineering standards.
 58. The Applicant shall comply with all of the recommendations made by the Clark County Fire and Rescue in their letter submitted for the pre-application conference attached to this staff report, including, but not limited to:
 - a. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method.
 - b. Residential sprinklers may be required in all homes. All homes on flag lots will require residential sprinklers.
 - c. The proposed streets comply with the minimum widths for fire access.
 - d. Security gates across a fire access road shall comply with outlined criteria and be approved by the Fire Chief.
 - e. Maintain a minimum 20-foot road width on any "Fire Access Road" which must be red curbed or signed and marked "Fire Lane – No Parking".
 - f. Allow easy access for the fire district engines and aerial ladder truck. The ladder truck is 39 feet long and requires a clear area 20 feet wide to deploy its ladder outriggers.
 - g. Mark areas adjacent to driveways, fire hydrants, and FDC's as "Fire Lane - No Parking".
 - h. Where a fire hydrant is located on a fire access road, the minimum road width shall be 26 feet.
 - i. Maintain the minimum turning radius as required by the fire code official.
 - j. Provide a maximum lateral spacing of 500 feet between fire hydrants.
 - k. Maintain a minimum 20-foot gate width on any "Fire Access Road Gate" which must be in compliance with criteria as required by the fire code official.

59. Prior to Final Plat approval the Developer identify and properly decommission any existing groundwater wells on the site.

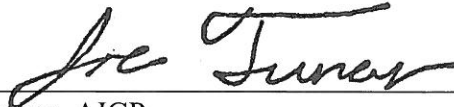
B. Engineering Conditions

1. The following must be accomplished prior to Engineering Approval (Note: Engineering Approval is required prior to commencement of any on-site construction):
 - a. Obtain an NPDES Construction Stormwater General Permit, issued by the Department of Ecology.
2. Submit a grading and erosion control plan to the City for review and approval. Maintain proper erosion control measures throughout construction as identified in Volume 3 of the City's Engineering Standards and per any other permitting authorities. Prior to Final Plat approval the Applicant shall demonstrate compliance with Clark Regional Wastewater District standards.
 - a. With the exceptions of the modifications expressly approved herein, all public improvements shall be designed in accordance with the most recent version of the City of Ridgefield and Clark Regional Wastewater District Engineering Standards including but not limited to the following:
 - i. Submit plans for street and water infrastructure to the City for review and approval.
 - ii. Submit plans for sewer infrastructure to Clark Regional Wastewater District for review and approval.
 - iii. Submit complete plans for stormwater management facilities including final Stormwater Technical Information report to the City for review and approval. Design all stormwater facilities to comply with the current City Engineering Standards in effect at the time of engineering submittal..
 - iv. Submit plans to Clark County Fire & Rescue for review and approval.
 - v. The City's maximum street intersection spacing is 500 feet. Prior to Final Plat approval, a Public Works Department modification for a reduction in the 500-foot street intersection spacing standard will be required.
 - vi. Submit plans demonstrating that parks and trails comply with the most recent version of the City's Park and Trail Standards, Engineering Standards, and Ridgefield Development Code.
 - b. Prior to issuance of Building Permits for the first building constructed, the following must be accomplished:
 - i. Complete construction, testing and approval of all infrastructure and site improvements.
 - ii. Complete and record Final Plat.
 - c. The Applicant shall pay water and sewer System Development Charges and Stormwater, Traffic, Park, and School Impact Fees.

A. Transportation Impacts

1. The Applicant shall pay Transportation Impact Fees.

DATED this 11th day of April 2017.



Joe Turner, AICP
City of Ridgefield Hearing Examiner

NOTE: Only the decision and the conditions 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

*This decision is final, but may be appealed as provided in RDC Section 18.310.100.D within fourteen days after the date the notice is mailed. The appeal closing date is **April 26, 2017**. A party wishing to appeal this decision shall be filed with the Clark County Superior Court pursuant to state law.*

Attachment: Cloverhill PUD Final Order PLZ-16-0088 (1345 : Cloverhill Development Agreement)