



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, June 8, 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 items not on the agenda may come forward at this time. Please state your name and address. Comments are limited to three minutes. Written comments may be submitted to the City Clerk prior to the meeting.

III. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from May 25, 2017 Meeting**

IV. PRESENTATION

- 1. Economic Development Phase 1 Plan Update - Mike Bomar, CREDC President**
- 2. Parks Board 1st Quarter Update - Bryan Kast, Public Works Director**

V. BUSINESS

- 1. Ordinance No. 1233 – Second Reading of Quail Hill Development Agreement-Jeff Niten, Community Development Director**
- 2. Ordinance No. 1235 – First Reading of 35th Avenue Roundabout Right of Way Public Use and Necessity-Bryan Kast, Public Works Director**
- 3. Motion - 35Th Avenue Construction Contract - Bryan Kast, Public Works Director**

VI. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance No. 1227 – Sign Code Amendment-Jeff Niten, Community Development Director**
- 2. Public Hearing and First Reading of Ordinance No. 1234 – Ridgefield Development Code Amendment-Jeff Niten, Community Development Director**

VII. PUBLIC COMMENT

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

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

2. Mayor

Proclamation - Ridgefield High School Recognition

3. City Manager

IX. FROM THE COUNCIL

X. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 08, 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: June 8 2017 Claims Report (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: June 8, 2017

Sum of Amount							
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total		
ACCURATE AUTOMOTIVE	9	4219	Public Safety	PD Vehicle Maintenance - 2013 Interceptor	474.84		
ACCURATE AUTOMOTIVE Total					474.84		
ADVENTIST HEALTH/OCCUPATIONAL MC	865	70843	Public Safety	Pre Hire Medical Screening - King	809.00		
ADVENTIST HEALTH/OCCUPATIONAL MC Total					809.00		
APSCO INC.	763	19798	Public Works	Quote #33680 - WWTP Impeller & Liner	1,724.75		
APSCO INC. Total					1,724.75		
ARAMARK UNIFORM SERVICES	32	862912736	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		
		862923280	Genl Govt/Facilities	Uniform Services	2.10		
			Public Works	Uniform Services	54.42		
		862912737	Genl Govt/Facilities	Uniform Services	2.18		
			Public Works	Uniform Services	56.41		
		862923279	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					153.89
		BERGERABAM	1708	A17.0255.00	Community Development	Gee Creek Plateau Sub Area Plan	3,560.94
BERGERABAM Total					3,560.94		
BLUEFIN PAYMENT SYSTEMS	2827	201702-01	Public Works	Epay Processing Fees	143.70		
BLUEFIN PAYMENT SYSTEMS Total					143.70		
CARAHSOFT	2500	IN440349RR	Genl Govt/Facilities	Finance Software Implementation	101.18		
			Public Works	Utility Billing Software Implementation	431.34		
		IN440664RR	Public Works	Utility Billing Software Implementation	108.40		
		IN429893R1	Genl Govt/Facilities	Payroll Software Implementation	395.00		
CARAHSOFT Total					1,035.92		
CERTIFIED ENVIRONMENTAL CONSULTING LLC	2839	39411	Community Development	Asbestos Survey - 211B N Main Ave	1,000.00		
		39328	Community Development	Asbestos Survey - 211A N Main Ave	450.00		
CERTIFIED ENVIRONMENTAL CONSULTING LLC Total					1,450.00		
CINTAS FIRE PROTECTION	2520	OF80018164	Public Safety	Fire Extinguisher Inspection	144.17		
CINTAS FIRE PROTECTION Total					144.17		
CITY OF BATTLE GROUND	92	905	Judicial	Court Cost	715.00		
CITY OF BATTLE GROUND Total					715.00		
CITY OF RIDGEFIELD - FED WH/SS/MED	2772	MAR13RDPARTYSP	Genl Govt/Facilities	March 1, 2017 through May 31, 2017	49.18		
CITY OF RIDGEFIELD - FED WH/SS/MED Total					49.18		
CLARK COUNTY	102	140005961	Public Works	Upper Daybreak EF-20	814.02		
		160003475	Community Development	Plan Review	75.00		
		220004723	Judicial	April 2017 Pretrial Interviews	37.82		
CLARK COUNTY Total					926.84		
CLARK PUBLIC UTILITIES	110	201706-01	Public Safety	116 N Main Avenue	161.42		

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CLARK PUBLIC UTILITIES	110	201706-02	Public Works	109 W Division St - Electricity	163.62
		201706-04	Public Works	301 N 3rd Ave	100.78
			Community Development	301 N 3rd Ave	79.17
		201706-09	Public Works	109 W Division St - Electricity	2,812.55
		201706-06	Public Works	400 N Abrams Park Rd	670.47
		201706-08	Public Works	N Abrams Park/E Division	261.57
		201706-05	Public Works	N 1st Cir & N 65th Ave - Park & Ride	63.07
		201706-03	Genl Govt/Facilities	230 Pioneer Ave	166.89
		201706-07	Public Works	City Park/Water Well	2,733.93
CLARK PUBLIC UTILITIES Total					7,213.47
COMDATA NETWORK INC.	1101	20273329	Genl Govt/Facilities	Fuel PW - XN173	66.67
			Public Works	Fuel PW - XN173	1,206.89
			Community Development	Fuel CDD - XN173	215.08
				Fuel PW - XN173	25.99
		20273321	Public Safety	Fuel PD - XN795	773.88
COMDATA NETWORK INC. Total					2,288.51
DAN'S TRACTOR	134	962287	Public Works	Parks Mower Maintenance	85.95
DAN'S TRACTOR Total					85.95
DEPARTMENT OF LICENSING	154	RG0000181-2017	Genl Govt/Facilities	CPL Fees - Fuller	21.00
		RG0000187-2017	Genl Govt/Facilities	CPL Fees - Braithwaite	18.00
		RG0000185-2017	Genl Govt/Facilities	CPL Fees - Northrop	18.00
		RG0000186-2017	Genl Govt/Facilities	CPL Fees - Cartasegna	18.00
DEPARTMENT OF LICENSING Total					75.00
DICK'S TIRE FACTORY	158	D62286	Public Safety	PD Vehicle Maintenance	37.71
DICK'S TIRE FACTORY Total					37.71
DKS ASSOCIATES	1565	63648	Community Development	On-call review services	704.00
DKS ASSOCIATES Total					704.00
ECIVIS INC.	2316	2016-100345	Genl Govt/Facilities	Grants Network Pre & Post Award Access-WA State Use/Sales Tax	(181.10)
			Information Technology	Grants Network Pre & Post Award Access	2,337.10
		2016-100650	Genl Govt/Facilities	Grant Opportunity Assessment	4,000.00
ECIVIS INC. Total					6,156.00
HARRY'S LAWN AND POWER EQUIPMENT	214	119705	Public Works	Stormwater Equipment Maintenance	98.76
HARRY'S LAWN AND POWER EQUIPMENT Total					98.76
HOME DEPOT CREDIT CARD SERVICES	1805	9094299	Genl Govt/Facilities	City Hall Water Heater Repair	402.06
		1094067	Public Works	Overlook Park Supplies	26.49
HOME DEPOT CREDIT CARD SERVICES Total					428.55
J2 BLUE PRINT SUPPLY	243	AR28825	Genl Govt/Facilities	Mylar for Plotter to use for events	327.35
J2 BLUE PRINT SUPPLY Total					327.35
JASON NIEBERGER	2836	201706-01	Genl Govt/Facilities	Abrams Park Refundable Deposit	100.00
				Abrams Park Rental Fee - Cancelled	60.00
JASON NIEBERGER Total					160.00
JESSICA KIPP	2099	201706-01	Administration	Milege Reimbursement	27.82
JESSICA KIPP Total					27.82
LEE KNOTTNERUS	1765	201706-01	Human Resources	Meal Per-Diem - Knottnerus - PRIMA Conference	113.00
LEE KNOTTNERUS Total					113.00
LYNCH JANITORIAL AND CLEANING LLC	2197	1918	Genl Govt/Facilities	Janitorial Service - PW FTE	42.72

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LYNCH JANITORIAL AND CLEANING LLC	2197	1918	Genl Govt/Facilities	Janitorial Service - City Hall	159.92
			Public Safety	Janitorial Service - PD	159.92
			Public Works	Janitorial Service - PW FTE	114.00
			Community Development	Janitorial Service - PW FTE	3.20
				Janitorial Service - CDD	159.91
LYNCH JANITORIAL AND CLEANING LLC Total					639.67
MARK O BROWN	567	2017-06	Genl Govt/Facilities	Lobbyist Fees	3,000.00
MARK O BROWN Total					3,000.00
NAPA AUTO PARTS	498	981176	Genl Govt/Facilities	PW FTE Shop Supplies	3.14
				PW FTE Vehicle Maintenance	6.87
			Public Works	PW FTE Shop Supplies	50.65
				PW FTE Vehicle Maintenance	110.97
				Parks Equipment Maintenance	9.11
			Community Development	PW FTE Shop Supplies	1.74
				PW FTE Vehicle Maintenance	3.82
NAPA AUTO PARTS Total					186.30
NORTHSTAR CHEMICAL INC.	1019	103260	Public Works	Chemicals - Resin Compound	829.26
NORTHSTAR CHEMICAL INC. Total					829.26
NORTHWEST NATURAL GAS	315	ENG-17-0017	Genl Govt/Facilities	Refund ENG-17-0017	150.00
NORTHWEST NATURAL GAS Total					150.00
NORTHWEST STAFFING	522	4075519	Genl Govt/Facilities	Temp for Utility Clerk Position	446.74
			Public Works	Temp for Utility Clerk Position	446.75
		4075779	Genl Govt/Facilities	Temp for Utility Clerk Position	446.75
			Public Works	Temp for Utility Clerk Position	446.74
NORTHWEST STAFFING Total					1,786.98
OFFICEMAX INCORPORATED	1599	449431	Genl Govt/Facilities	City Hall Office Supplies	280.17
			Community Development	CDD Office Supplies	80.64
			Finance	Finance Office Supplies	70.18
		419864	Public Safety	PD Coffee	17.24
		450681	Community Development	File Jackets - CDD	17.73
		450680	Public Works	WWTP Laptop Bag	42.30
OFFICEMAX INCORPORATED Total					508.26
OFFICIAL PAYMENTS CORPORATION	1701	INVINT00000049059	Public Works	Utilities E-Pay Fees	579.25
OFFICIAL PAYMENTS CORPORATION Total					579.25
OPUS SCHOOL OF MUSIC	1859	201706-01	Genl Govt/Facilities	May 2017 First Saturday Music	400.00
OPUS SCHOOL OF MUSIC Total					400.00
PACIFIC OFFICE AUTOMATION	1564	54568288	Public Works	CDD/PW Copier Lease	163.64
			Community Development	CDD/PW Copier Lease	163.63
		54569582	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
		53680769	Public Works	CDD/PW Copier Lease	163.64
			Community Development	CDD/PW Copier Lease	163.63
PACIFIC OFFICE AUTOMATION Total					1,435.16
PATRICK HILDRETH BRAND AND DESIGN	2372	723	Genl Govt/Facilities	City Newsletter Layout	350.00

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PATRICK HILDRETH BRAND AND DESIGN	2372	723	Information Technology	Website Maintenance & Design - OpenGov	188.00
				Website Maintenance & Design	400.00
PATRICK HILDRETH BRAND AND DESIGN Total					938.00
PBS ENGINEERING AND ENVIRONMENTAL	342	HDJ4083.002-16	Public Works	35th & Pioneer Roundabout Design Phase 2	13,103.17
		0070940.001-5	Public Works	Ridgefield Outdoor Rec. Complex Phase II	115,593.15
PBS ENGINEERING AND ENVIRONMENTAL Total					128,696.32
PIONEER PEST MANAGEMENT	2040	238409	Community Development	CDD Pest Control	237.40
		238809	Community Development	CDD Pest Control	107.32
PIONEER PEST MANAGEMENT Total					344.72
PITNEY BOWES	341	3303660522	Genl Govt/Facilities	Postage Machine Lease	405.12
PITNEY BOWES Total					405.12
PORTLAND STATE UNIVERSITY	1408	201706-01	Community Development	College of Urban and Public Affairs - Annual Dues	137.00
PORTLAND STATE UNIVERSITY Total					137.00
PURCHASE POWER	356	201706-01	Genl Govt/Facilities	Postage	500.00
PURCHASE POWER Total					500.00
REFLECTOR	369	I1282511	Community Development	Ad #97894 - Sepa DNS Dev. Code Ammendments	135.09
		I1282510	Public Works	Ad #97797 - Pub. Hrg. Notice - 6yr Trans. Plan	35.69
		I1279965	Community Development	Ad #97745 - Pub. Hrg. Notice - Development Code	100.73
		I1282509	Community Development	Ad #97795 - Pub. Hrg - Sign Regulations	59.45
		I1282512	Community Development	Ad #97906 - Code Amendments	66.01
REFLECTOR Total					396.97
RIDGEFIELD 4TH OF JULY	2788	201706-01	Genl Govt/Facilities	2017 4th of July Parade Float	25.00
RIDGEFIELD 4TH OF JULY Total					25.00
RIDGEFIELD COMMUNITY CENTER	373	201706-01	Genl Govt/Facilities	Ridgefield Community Center Rental	600.00
			Community Development	Ridgefield Community Center Rental	200.00
RIDGEFIELD COMMUNITY CENTER Total					800.00
RIDGEFIELD HARDWARE	376	201706-01	Genl Govt/Facilities	City Hall/General Operational Supplies	98.94
				PW FTE Vehicle Maint.	0.76
				Events Supplies	18.54
			Public Safety	PD Operational Supplies	106.87
			Public Works	Streets Operational Supplies	164.50
				PW FTE Vehicle Maint.	12.28
				Water Operational Supplies	142.69
				WWTP Operational Supplies	109.06
				Cemetery Supplies	1.24
				Storm Operational Supplies	40.71
				Parks Operational Supplies	212.10
				Water Other Maint.	15.26
			Community Development	CDD Operational Supplies	11.66
				PW FTE Vehicle Maint.	0.42
RIDGEFIELD HARDWARE Total					935.03
SAGE ORGANICS	2837	1	Genl Govt/Facilities	2017 Big Paddle Chair Massage	500.00
SAGE ORGANICS Total					500.00
STATE OF WASHINGTON DEPARTMENT OF REVENUE	156	201705-01	Genl Govt/Facilities	April 2017 Excise& B&O Tax	4,454.90
STATE OF WASHINGTON DEPARTMENT OF REVENUE Total					4,454.90
STREET DECOR INC.	2834	25563	Genl Govt/Facilities	Hometown Celebration - Happy Holidays Sign	1,535.17

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STREET DECOR INC.	2834	25563	Genl Govt/Facilities	Hometown Celebration - Happy Holidays Sign- use/sales tax	(118.96)
STREET DECOR INC. Total					1,416.21
UNLIMITED FENCE CO.	2559	1101	Public Works	Parks Fence Material	81.17
UNLIMITED FENCE CO. Total					81.17
VLADIMIR STAROSTENKO	2835	201706-01	Genl Govt/Facilities	Refund - Permit paid twice	42.00
VLADIMIR STAROSTENKO Total					42.00
WA STATE DEPARTMENT OF TRANSPORTATION	688	RE44JD15670L013	Public Works	35th Avenue Roundabout - Review/Inspection	136.18
WA STATE DEPARTMENT OF TRANSPORTATION Total					136.18
WAPITI NW LLC	2545	6608	Public Safety	Remove Old Docking Station & Install New	402.49
		6625	Public Safety	Install GPS Antenna	287.49
WAPITI NW LLC Total					689.98
Grand Total					178,917.83

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 08, 2017
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Minutes from May 25, 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: 05-25-2017 Meeting Minutes (PDF)



CITY OF RIDGEFIELD, WASHINGTON
City Council MEETING MINUTES
May 25, 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	Absent	
Lee Wells	Councilor	Present	
Don Stose	Councilor	Present	
Darren Wertz	Councilor	Absent	
John Main	Councilor	Present	
Sandra Day	Councilor	Absent	

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

SECOND: Council member John Main.

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

Vote - No: None.

Motion Passed.

LATE CHANGES TO THE AGENDA

Add Motion under Business: Authorize the City Manager to enter into a first amendment to the Interlocal Agreement between the City and the Ridgefield School District.

PUBLIC COMMENT - [6:36 PM](#)

Phil Weatehrford - Resident

Notification received regarding having a boat in the driveway. Issues regarding recreational vehicles around neighborhood and yards.

Need to look into code rewrite regarding recreational vehicles - consider changing code to allow recreation vehicles between Memorial Day and Labor Day.

Everything was handled very professional but need to reconsider changing the code, need to be more lenient.

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED. - [6:39 PM](#)

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

1. Approval of Claims And/Or Payroll - [6:39 PM](#)
2. Approval of Minutes from May 4 and May 11, 2017 Meeting - [6:39 PM](#)

BUSINESS

1. Resolution No. 527 - Declaring Certain Property as Surplus and Authorizing Its Disposition-Kirk Johnson, Finance Director

Public Safety would like to surplus a 2007 Ford Crown Victoria that has limited auction value, estimated at \$1,500. They have negotiated a donation to the Criminal Justice Training Commission for use at the academy. In return the City would receive a \$1,500 credit towards fees associated with attending the academy, for the recently hired officer, who will attend the academy in July 2017.

MOTION: MOVED TO ADOPT RESOLUTION NO. 527 AS PRESENTED.

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

2. Motion - Approval of Donation Acceptance - Dog Statue - [6:42 PM](#)

The City has been approached by former Mayor Tevis Laspa who wishes to donate a bronze Golden Retriever sculpted by artist Georgia Gerber. The proposed location for the statue is on the sidewalk in front of City Hall next to the bubbler drinking fountain. The Public Works Director has reviewed the proposed donation and finds that the statue is suitable for the proposed location, and that safety and accessibility will not be compromised. The statue will be securely fastened to the concrete to prevent theft or tipping of the statue. If approved the Public Works Director will work with Mr. Laspa to coordinate the delivery and installation of the statue.

MOTION: MOVED TO ACCEPT THE DONATION OF THE GOLDEN RETRIEVER STATUE AS PRESENTED.

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

3. Resolution No. 528 – Approval of Engineering Standards-Bryan Kast, Public Works Director

The City's Engineering Standards for Public Works Construction are currently divided into three volumes. Volume 1: Design and Planning, Volume 2: Construction Specifications and Details, and Volume 3: Erosion Control. The Engineering Standards may be revised in two ways. Minor revisions and edits may be completed by an Administrative Change at a staff level by the City Engineer, and more comprehensive updates require adoption by the City Council. The City's Engineering Standards last

received a comprehensive update in 2008, and has received minor updates since then to change requirements for street signs, trees, and LED lighting. The proposed revisions included in the 2017 Engineering Standards have been in the works since late 2013. In addition to incorporating the minor changes that have been adopted through Administrative Changes, the major changes to the standards include eliminating the sanitary sewer requirements, and replacing them with references to Clark Regional Wastewater District, updating of stormwater and erosion control design reference to the 2005 Stormwater Management Manual for Western Washington, updating the major arterial cross section, updating street geometric design to be consistent with national guidance, incorporating erosion control requirements into Volumes 1 and 2 rather than a standalone volume and the inclusion of new standards for parks, trails, and gated communities. Staff have also revised the plan submittal process based on LEAN methodology to save resources and staff time for both the City and Engineers submitting plans.

MOTION: MOVED TO ADOPT RESOLUTION NO. 528 AS PRESENTED.

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

4. Motion - Approval of Donation Acceptance - All Terrain Vehicles - [6:52 PM](#)

The City has received the following donation: 2 John Deere HPX Gators All-Terrain Vehicles donated by the Clark County Sheriff's Office. The estimated value for the 2 Gators and winch kit is \$19,292.37. The ATV's were originally purchased through a Homeland Security grant. The Sheriff's Office has replaced these and determined they are surplus and could be offered to another agency for use. The City will continue to use in the manner prescribed by the original grant agreement. The City is required to continue to make these available within the region to partnership agencies in Clark, Wahkiakum and Cowlitz County.

MOTION: MOVED TO ACCEPT THE DONATION AS PRESENTED.

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

5. Motion - Authorize the City Manager to enter into a First Amendment to the Interlocal Agreement Between the City and the Ridgefield School District. - [6:56 PM](#)

Work is continuing on the Ridgefield Outdoor Recreation Center, staff is requesting Council to amend Interlocal Agreement between City and Ridgefield School District that will extend certain deadlines within the original agreement.

MOTION: MOVED TO AUTHORIZE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT BETWEEN THE CITY AND THE RIDGEFIELD SCHOOL DISTRICT CONCERNING RORC THAT EXTENDS CERTAIN DEADLINES WITHIN THE AGREEMENT.

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

PUBLIC HEARING/BUSINESS

1. Public Hearing and First Reading of Ordinance No. 1233 – Quail Hill Development Agreement-Jeff Niten, Community Development Director

Council held a public hearing on February 17, 2017 and a second reading with adoption on March 9, 2017 for the initial Development Agreement with Quail Hill at Union Ridge. The first Development Agreement extended preliminary plat approval for one parcel, 215443-002. The first Development Agreement provided that a second Agreement to formalize open space requirements for the overall development by June 30, 2017. City Manager Steve Stuart provided staff report to City Council.

Mayor opened the hearing 7:15PM

Jamie Howsley - Attorney/Representative

This is a follow-up to existing agreement.

Additional tot lots provided including basketball court and picnic tables.

Hard surface trail.

Look forward to continue working with staff and coming back for second reading on June 8.

Mayor closed the hearing 7:17PM

First reading conducted.

PUBLIC COMMENT - [7:22 PM](#)

None received.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council - [7:22 PM](#)

Council member Stose - attended school board meeting.

Council member Main - attended Ridgefield Main Street meeting.

Council member Wells - attended 4 meetings.

Mayor - [7:24 PM](#)

Conducted City Hall tours to 2 kindercarden classes, RTC meeting, Ridgefield Main Street program meeting.

Proclamation: Ridgefield Trails Day - [7:25 PM](#)

Mayor Onslow read proclamation into the record.

Mayor's Appointment and Re-Appointment of Civil Service Commission Members Paula Oatley and Tyler Dice. - [7:27 PM](#)

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

City Manager - [7:30 PM](#)

Public Works Director Bryan Kast - Main Avenue overlay project update provided.

Finance Director Kirk Johnson - Investment portfolio report provided.

Community Development Director Jeff Niten - Gee Creek subarea meeting update provided.

Deputy City Manager Lee Knottnerus - Big Paddle event is coming up on June 3rd.

Police Chief John Brooks- video was shown of Officer Wattson playing basketball with kids and reaching out to the community.

FROM THE COUNCIL

ADJOURN - [7:41 PM](#)

Julie Basarab, City Clerk

Ron Onslow, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 08, 2017

ITEM:

AGENDA ITEM TITLE: Economic Development Phase 1 Plan Update

Economic Development Phase 1 Plan Update Presentation

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS: City of Ridgefield 6.08.17 (PDF)



Columbia River Economic Development Council

Ridgefield City Council Meeting



START UP
Hiperware Labs



INNOVATE
IM360



RELOCATE
AbSci



GROW
Banfield

June 8, 2017

Presented by Mike Bomar, President

CLARK COUNTY, WASHINGTON

WE CAN HELP YOUR BUSINESS.

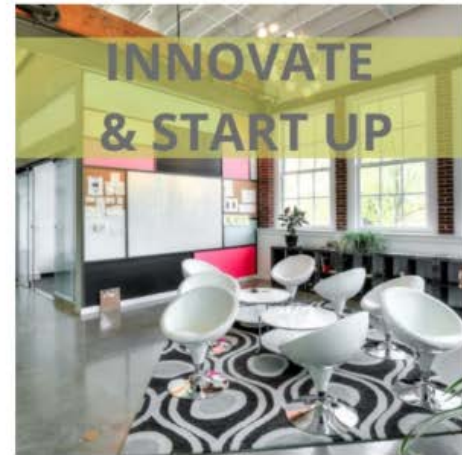
GROW & EXPAND



RELOCATE



INNOVATE
& START UP



We are your business resource.

Our mission is to develop a strong, innovative Clark County, Washington, business environment in collaboration with our private and public sector partners. CREDC is your dedicated business concierge connecting you with resources to accelerate your business relocation, growth, and innovation.



Key CREDC Initiatives 2016-2017

Employment Land Study

OVERVIEW

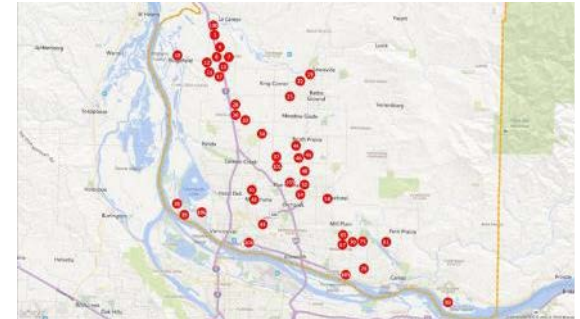
- 15 partner project funders
- Determined **\$41 million** in site readiness investment could result in **5,000+ jobs** and **\$74 million** in tax revenue
- White Paper with recommendations being developed

PHASE I

- 56 total sites (3,000 net developable acres)
- 7 jurisdictions
- Tier 1 (6 mo to development-ready): 15 sites
- Tier 2b (13-30 mo to development-ready): 29 sites
- Tier 3 (30+ mo to development-ready): 12 sites

PHASE II

- 5 Tier 2b sites identified
- Plan development scenarios on subset of sites for regionally-targeted industries/users
- Identified development constraints





Key CREDC Initiatives 2016-2017 Cont.

Economic Development Plan Update

PHASE I

- Approved by Board of Directors April 2017
- Leland Consulting: Contracted November 2016
- Initial Stakeholder Interviews: Conducted by WSUV
- Identify target sectors and strategic goals (next slide)
- **Guiding Principles:**
 - *Industry Driven*
 - *Existing Businesses First*
 - *People and Business*
 - *Inclusive Community*
 - *Value of Place*

PHASE II

- Target completion Q3 2017
- Develop implementation plan to achieve strategic goals





Economic Development Plan Update

Vision Statement

Our **VISION** is for **Clark County** to be recognized as one of the most **inclusive, healthy, and amenity-rich communities** in the country. As a result, and with a continued focus on growing a diverse base of community-minded employers, **talent** (both inside and outside the region) sees **greater opportunity** here than anywhere else in the country.





Economic Development Plan Update

Benchmarks

CANYON COUNTY, ID

Primary City: Nampa
Metro: **Boise City-Nampa MSA**
University: No
Port: No
Multinodal Metro: Yes

DOUGLAS COUNTY, CO

Primary City: Castle Rock
Metro: **Denver MSA**
University: No
Port: No
Multinodal Metro: No, but between
Denver and Colorado Springs

JOHNSON COUNTY, KS

Primary City: Overland Park
Metro: **Kansas City MSA**
University: University of Kansas-
Edwards
Port: No
Multinodal Metro: Yes

RAMSEY COUNTY, MN

Primary City: St. Paul
Metro: **Minneapolis-St. Paul MSA**
University: No
Port: Yes
Multinodal Metro: Yes

SPOKANE COUNTY, WA

Primary City: Spokane
Metro: **Spokane MSA**
University: Gonzaga University
Port: No
Multinodal Metro: No

WILLIAMSON COUNTY, TX

Primary City: Round Rock
Metro: **Austin MSA**
University: Southwestern University;
Texas University at Round Rock
Port: No
Multinodal Metro: Yes



Economic Development Plan Update

Takeaways

Education Attainment.

Clark County's educational attainment levels are lower than benchmarks and the region, presenting a potential challenge.

Age.

Clark County is an older community than its peer communities.

Limited Spillover.

Initial data suggests that there is not significant occupation growth spillover from the greater Portland metro.

Professional Service Talent.

Clark County depends on greater Portland for professional services and educated talent.

Business Formation.

Clark County, like the region as a whole, is seeing limited business formation compared to peers such as Austin, Denver and Boise.

Peer Regions.

Generally, Clark County is lagging its peer counties in competitive regions - Denver, Austin and Boise - on key metrics.



Economic Development Plan Update

Strategic Industry Clusters

2017 ECONOMIC DEVELOPMENT PLAN

- Software
- Computer/Electronics
- Clean Tech
- Metals and Machinery
- Life Sciences (Manufacturing)

GPI 2020 PLAN

- Metals & Machinery
- Computer & Electronics
- Clean Tech
- Athletic & Outdoor
- Software & Media
- Health Sciences & Technology



2011 ECONOMIC DEVELOPMENT PLAN

- Technology Services/Products
- Wealth Management Services
- Agricultural Processing
- Healthcare Management
- Logistics & Distribution



Economic Development Plan Update

Economic Development Plan Goals

2017

1. Expand the Existing Base
2. Support People
3. Create Place

2011

1. Establish Clark County as a regional center of growth and innovation in the Information Technology sector
2. Greatly expand the economic development influence of WSUV and Clark College
3. Make Clark County a hub for international investment in the Pacific Northwest
4. Enhance business vitality through targeted recruitment, expansion, and entrepreneurship efforts
5. Invest in the infrastructure and amenities needed to attract new businesses and talent





Economic Development Plan Update

Goal 1: Expand the Existing Base

OBJECTIVE 1.1

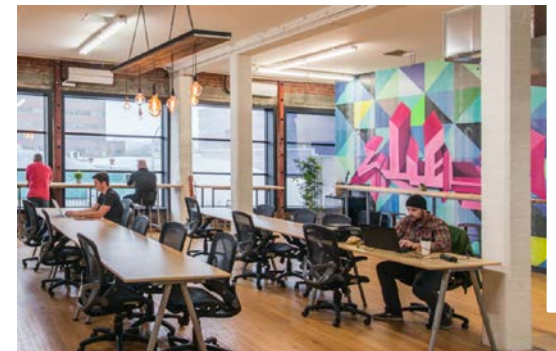
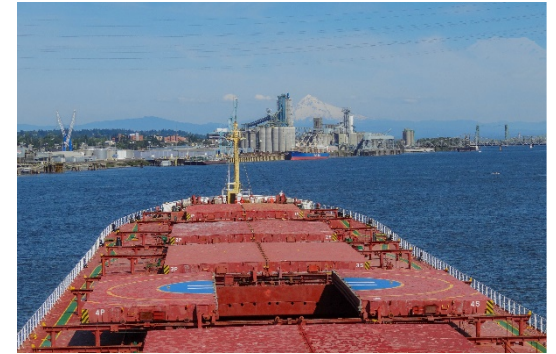
Become industry experts

OBJECTIVE 1.2

Strategically market industry clusters

OBJECTIVE 1.3

Build a startup ecosystem





Economic Development Plan Update

Goal 2: Support People

OBJECTIVE 2.1

Foster skills development

OBJECTIVE 2.2

Prepare youth for economic opportunity

OBJECTIVE 2.3

Launch a brain gain initiative

OBJECTIVE 2.4

Promote an ethical and socially just society through an intentional commitment to inclusion, equity and diversity





Economic Development Plan Update

Goal 3: Create Place

OBJECTIVE 3.1

Each community creates a placemaking strategy

OBJECTIVE 3.2

Embrace economic opportunity in our urban center

OBJECTIVE 3.3

CREDC tells the story of place

OBJECTIVE 3.4

Make employment areas desired by industry clusters shovel ready

OBJECTIVE 3.5

Determine all transportation needs on a regional level specifically to support economic development

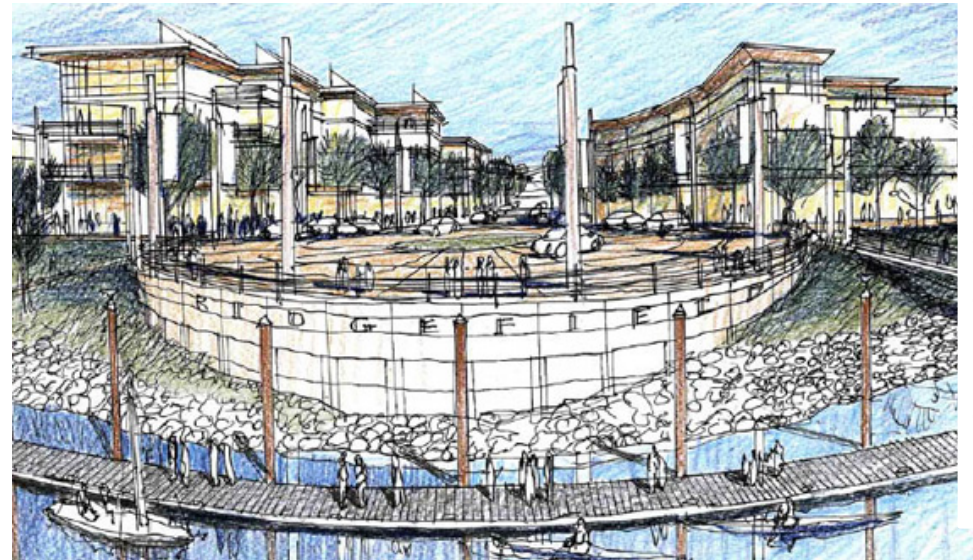




Economic Development Plan Update

Emerging Ridgefield Action Items

- Discovery Corridor
- Clark College at Boschma Farms
- Millers Landing
- Ridgefield Main Street
- Services that promote high value developments





Thank You!

Questions?

Mike Bomar

President

mbomar@credc.org

Phone: 360-694-5006

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 08, 2017
ITEM: PRESENTATION
AGENDA ITEM TITLE: Parks Board 1St Quarter Update

GOVERNING LEGISLATION:

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

BUDGET/FINANCIAL IMPACTS:

RECOMMENDED ACTION OR MOTION:

STAFF CONTACT: Bryan Kast, Public Works Director
ATTACHMENTS:

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 08, 2017

ITEM: BUSINESS

AGENDA ITEM TITLE: AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING a DEVELOPMENT AGREEMENT WITH QUAIL HILL DEVELOPMENT, LLC., STEVEN D. BELT, PIONEER ESTATES LLC., and UNION RIDGE PROPERTY OWNERS ASSOCIATION.

GOVERNING LEGISLATION:

RDC 18.310.150, Development Agreements

PREVIOUS COUNCIL ACTION TAKEN: Council held a public hearing on February 17, 2017 and a second reading with adoption on March 9, 2017 for the initial Development Agreement with Quail Hill at Union Ridge. The first Development Agreement extended preliminary plat approval for one parcel, 215443-002. The first Development Agreement provided that a second Agreement to formalize open space requirements for the overall development by June 30, 2017. The Council held a public hearing and first reading for Ordinance 1233 on May 25, 2017.

SUMMARY/BACKGROUND: The Quail Hill at Union Ridge subdivision received preliminary approval on July 11, 2007. This Development Agreement satisfies a provision of the initial Agreement requiring a formalized open space concept prior to June 30, 2017. The open space concept developed by the applicant is attached, and shows a paved 5 foot wide loop around the basketball court located in the southeast corner of the property including picnic areas with tables and benches. The 5 foot wide paved trail continues south for approximately 880 feet. A branch of the trail extends to the east and incorporates a loop proposed as a 4 to 5 foot wide gravel trail, approximately 1,330 feet in length with locations designated for benches, picnic tables, and viewing areas.

BUDGET/FINANCIAL IMPACTS: None

RECOMMENDED ACTION OR MOTION:

Staff recommends Council adopt Ordinance No. 1233 by making the following motion:

“I move to adopt Ordinance No. 1233, as presented.”

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: 6-6-17 OWNERS AGREEMENT - Common Space Ownership Development Maintenance and Use (PDF)
6-6-17 Second DA Quail Hill (PDF)
6-6-17 Easement - Open Space on large 10 acre piece (PDF)
6-6-17 Easement - Trail on parcel 215443008 (PDF)
7958.p.exhibit.DA.strip-5.24.17 (PDF)

ORDINANCE NO. 1233

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT WITH QUAIL HILL DEVELOPMENT, LLC., STEVEN D. BELT, PIONEER ESTATES LLC., AND UNION RIDGE PROPERTY OWNERS ASSOCIATION.

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, Quail Hill Development LLC. and Steven D. Belt have controlling interests in 9.0 acres of real property zoned Employment (E) and subject to the Employment Mixed Use Overlay (EMUO) located southwest of the intersection of S. 10th Street and S. Union Ridge Parkway, TIN 215443-002; and

WHEREAS, Pioneer Estates LLC. has controlling interest in three parcels totaling 16.4 acres of real property zoned Employment (E) and subject to the Employment Mixed Use Overlay (EMUO) located southwest of the intersection of S. 10th Street and S. Union Ridge Parkway, TIN 215443-004, 215443-006, and 215443-008; and

WHEREAS, the Union Ridge Property Owners Association has controlling interest in 10.34 acres of real property zoned Employment (E) and subject to the Employment Mixed Use Overlay (EMUO) located southwest and east of the intersection of S. 10th Street and S. Union Ridge Parkway, TIN 215383-000; 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 is attached hereto and incorporated herein; and

WHEREAS, the Ridgefield City Council held a public hearing on the above referenced matter on May 25, 2017;

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 Development Agreement with Quail Hill Development, LLC., Steven D. Belt, Pioneer Estates LLC., and the Union Ridge Property Owners Association.

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 8th DAY OF JUNE 2017.

Mayor , Ron Onslow

ATTEST/AUTHENTICATED:

Julie Basarab
Deputy City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing:	May 25, 2017
First Reading:	May 25, 2017
Second Reading/Passage:	June 8, 2017
Date of Publication:	
Effective Date:	

After Recording, Return to:

RECORDING COVER SHEET

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

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

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

**Abbreviated Legal
Description:**

Complete legal descriptions set forth on Exhibits

**Assessor's Tax
Parcel Nos.:**

215443008, 215383000, 215443006, 215443004,
215443002

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

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

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

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

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

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

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

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

QUAIL HILL DEVELOPMENT, LLC

By: _____
Its: _____

_____ Date

State of Washington)
) ss.
County of Clark)

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

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

UNION RIDGE PROPERTY OWNERS' ASSOCIATION

By: _____ Date _____
 Its: _____

State of Washington)
) ss.
 County of Clark)

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

DATED: _____, _____.

 Notary for the State of Washington
 My commission expires: _____

PIONEER ESTATES, LLC

By: _____
Its: _____

_____ Date

State of _____)
) ss,
County of _____)

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

DATED: _____, _____.

Notary for the State of _____
My commission expires: _____

City of Ridgefield

By:
Its:

_____ Date _____

State of Washington)
) ss.
County of Clark)

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

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

Approved as to form:

City Counsel

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

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

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

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

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

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

EXHIBIT D**Legal Description Open Space Property APN 215383000**



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

Parcel I

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

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

Parcel II

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

EXHIBIT "A"

(continued)

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

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

EXHIBIT E
Open Space Amenity Plan



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

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

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

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

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE:	DEVELOPMENT AGREEMENT
GRANTOR(S):	Quail Hill Development, LLC, a Washington limited liability company; Pioneer Estates LLC, a Colorado limited liability company; Union Ridge Property Owners' Association, a Washington nonprofit corporation
GRANTEE:	CITY OF RIDGEFIELD, WASHINGTON
ABBREVIATED LEGAL DESC:	_____
FULL LEGAL DESC:	See Exhibit ____ To This Document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):	215443-002; 215383-000; 215443-008; 215443004 and 215443006
REFERENCE NUMBER OF RELATED DOCUMENTS:	_____

Attachment: 6-6-17 Second DA Quail Hill (1314 : Quail Hill Development Agreement)

DEVELOPMENT AGREEMENT

Effective Date: _____

PARTIES:

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

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

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

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

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

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

Developer and City are collectively referred to as the Parties.

AUTHORITIES

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

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

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

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

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

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

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

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

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

RECITALS:

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

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

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

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

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pioneer Estates, LLC: _____

With a copy to: _____

Union Ridge Property Owners' Association:

With a copy to: _____

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

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

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

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

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

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

Signatures appear on the following pages.

QUAIL HILL DEVELOPMENT, LLC

By: _____ Date _____
Its: _____

[illegible]

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

Dated: _____, 2017.

Notary Public for Washington
My appointment expires _____

UNION RIDGE PROPERTY OWNERS' ASSOCIATION

By: _____ Date _____
 Its: _____

State of Washington)
) ss.
 County of Clark)

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

Dated: _____, 2017.

 Notary Public for Washington
 My appointment expires _____

Attachment: 6-6-17 Second DA Quail Hill (1314 : Quail Hill Development Agreement)

PIONEER ESTATES, LLC

By: _____ Date _____
Its: _____

State of _____)
) ss.
County of _____)

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

Dated: _____, 2017.

Notary Public for _____
My appointment expires _____

Attachment: 6-6-17 Second DA Quail Hill (1314 : Quail Hill Development Agreement)

City of Ridgefield

By: _____ Date _____
Its: _____

[illegible]

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

Dated: _____, 2017.

Notary Public for Washington
My appointment expires _____

Attachment: 6-6-17 Second DA Quail Hill (1314 : Quail Hill Development Agreement)

Approved as to form:

City Counsel

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

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

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

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

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

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

EXHIBIT D

Legal Description Open Space Property APN 215383000



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

Parcel I

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

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

Parcel II

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

EXHIBIT "A"

(continued)

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

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

EXHIBIT E
Open Space Amenity Plan



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

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

EXHIBIT G
Owner's Agreement

Attachment: 6-6-17 Second DA Quail Hill (1314 : Quail Hill Development Agreement)

After Recording, Return to:

RECORDING COVER SHEET

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

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

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

Abbreviated Legal Description:

Complete legal descriptions set forth on Exhibits

Assessor's Tax Parcel Nos.:

215443008, 215383000, 215443006, 215443004, 215443002

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

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

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

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

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

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

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

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

QUAIL HILL DEVELOPMENT, LLC

By: _____
Its: _____

Date _____

[illegible]

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

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

UNION RIDGE PROPERTY OWNERS' ASSOCIATION

By: _____
 Its: _____

_____ Date

State of Washington)
) ss.
 County of Clark)

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

DATED: _____, _____.

 Notary for the State of Washington
 My commission expires: _____

PIONEER ESTATES, LLC

By: _____
Its: _____

_____ Date

State of _____)
) ss.
County of _____)

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

DATED: _____, _____.

Notary for the State of _____
My commission expires: _____

City of Ridgefield

By: _____
Its: _____

Date _____

[illegible]

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

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

Attachment: 6-6-17 Second DA Quail Hill (1314 : Quail Hill Development Agreement)

Approved as to form:

City Counsel

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

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

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

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

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

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

EXHIBIT D

Legal Description Open Space Property APN 215383000



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

Parcel I

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

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

Parcel II

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

Attachment: 6-6-17 Second DA Quail Hill (1314 : Quail Hill Development Agreement)

EXHIBIT "A"
(continued)

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

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

EXHIBIT E
Open Space Amenity Plan



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

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

EXHIBIT H

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

Attachment: 6-6-17 Second DA Quail Hill (1314 : Quail Hill Development Agreement)

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

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

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

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

APPROVED WITH CONDITIONS

INTRODUCTION

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

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

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

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

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

APPLICATION PROCESSING:

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

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

Page 1 of 14

Attachment: 6-6-17 Second DA Quail Hill (1314 : Quail Hill Development Agreement)

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

SERVICES:

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

HEARING AND RECORD

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

Hearing:

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

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

There was no other testimony.

FINDINGS

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

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

Findings:

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

B. COMPLIANCE WITH RDC 18.070 (IMPACT FEES)

Finding:

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

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

Finding:

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

Density

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

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

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

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

Landscape Standard (page 13, Design Guidelines)

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

Residential Buildings (pages 31 & 35, Design Guidelines)

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

D. COMPLIANCE WITH RDC 18.280 (CRITICAL AREAS)

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

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

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

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

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

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

ENGINEERING SECTION:

F. General Description.

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

G. Proposed Street Pattern and Circulation.

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

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

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

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

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

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

I. Transportation Concurrency

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

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

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

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

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

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

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

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

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

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

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

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

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

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

construction. The buildings are as follows:

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

TOTAL = 87 EDUs

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

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

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

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

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

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

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

COMMENTS

FIRE DEPARTMENT REVIEW COMMENTS:

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

DEPARTMENT OF ECOLOGY COMMENTS:

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

DEPARTMENT OF FISH AND WILDLIFE COMMENTS:

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

PUBLIC COMMENTS:

No public comments were received.

DECISION

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

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

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

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

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

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

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

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

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

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

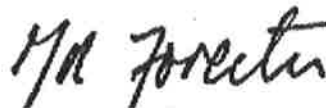
D. The following must be accomplished prior to issuance of Building Permit:

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

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

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

Dated this 11 day of July 2007



J. Richard Forester
Hearing Examiner

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

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

EXHIBITS

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

After Recording, Return to:

RECORDING COVER SHEET

**OPEN SPACE EASEMENT FOR OPEN SPACE AMENITY DEVELOPMENT,
MAINTENANCE AND USE**

GRANTOR: UNION RIDGE PROPERTY OWNERS ASSOCIATION,
A WASHINGTON NONPROFIT CORPORATION

GRANTEE: CITY OF RIDGEFIELD, A WASHINGTON
MUNICIPAL CORPORATION; PIONEER ESTATES,
LLC, A COLORADO LIMITED LIABILITY COMPANY;
QUAIL HILL DEVELOPMENT, LLC, A WASHINGTON
LIMITED LIABILITY COMPANY; UNION RIDGE
PROPERTY OWNERS ASSOCIATION, A
WASHINGTON NONPROFIT CORPORATION

Abbreviated Legal
Description:

Complete legal descriptions set forth in Exhibits

Assessor's Tax
Parcel Nos.

215443008, 215383000, 215443006, 215443004,
215443002

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)

OPEN SPACE EASEMENT FOR OPEN SPACE AMENITY DEVELOPMENT, MAINTENANCE AND USE

THIS OPEN SPACE EASEMENT FOR OPEN SPACE AMENITY DEVELOPMENT, MAINTENANCE AND USE (“Easement” / “Agreement”) is dated for reference purposes _____, and is made for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by and between:

BENEFITTED PARCEL (Quail Hill 1 Property): Quail Hill Development, LLC, a Washington limited liability company, is the owner of APN 215443-002, situated in Ridgefield, WA (“Quail Hill Property”). The legal description for this parcel is attached as **Exhibit A**. This parcel is to be developed for residential purposes.

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

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

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

BENEFITTED PARCEL (Adjacent Open Space Easement Property): Pioneer Estates LLC, a Colorado limited liability company, is the owner of APN 215443008, situated in Ridgefield, WA (“Adjacent Open Space Easement Property”). The legal description for this parcel is attached as **Exhibit F**. This property is subject to a Trail Easement and Maintenance Agreement that establishes an easement and maintenance terms for a walking trail as depicted on **Exhibit E (“Open Space Amenity Plan”)**, which, along with the open space provisions on APN 215383000, will satisfy all open space requirements imposed in conjunction with development of the Quail Hill 1 Property, Quail Hill 2 Property, and Quail Hill 3 Property.

RECITALS

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

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

C. The “**Open Space Amenity Plan**,” attached hereto as **Exhibit E** and incorporated by reference, depicts open space easement areas and amenities as approved by the City. This includes a walking path to be created and maintained in part upon Burdened Open Space Property 215383000. The purpose of this Easement is to formally establish the Open Space Easement and terms for open space amenity development, maintenance and use.

EASEMENT AND AGREEMENT

1. CONSTRUCTION, MAINTENANCE AND REPAIR. All open space amenities shall be constructed and maintained pursuant to the terms of the “**Owners’ Agreement**,” attached hereto as **Exhibit G**, and “**Open Space Amenity Plan**,” attached hereto as **Exhibit E**, both of which are incorporated by reference.

2. EASEMENT. Grantors hereby grant and convey to Grantees a perpetual, nonexclusive easement for the construction, maintenance, repair, replacement, use and enjoyment of all open space amenities and open space depicted on the Open Space Amenity Plan. This easement burdens the entire Burdened Open Space Parcel for these purposes.

3. ENFORCEMENT. Any owner of any real property currently identified as parcel numbers 215443008, 215443006, 215443004, 215443002 (Benefitted Parcels), and as identified in the future following subdivision of these master parcels, as well as the holder of any recorded mortgage or deed of trust on any Benefitted Parcels (as now existing or as subdivided in the future), or any homeowners association with jurisdiction over any Benefitted Parcels (as now existing or as subdivided in the future), shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Agreement. In the event suit or action is instituted to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial or on appeal or petition for review of such suit or action, or in arbitration, in addition to any other sums provided by law.

4. INDEMNIFICATION. All individuals and entities with legal interest in the Benefitted Parcels (as now existing or as subdivided in the future), and any homeowners association with jurisdiction over any Benefitted Parcels, shall indemnify and hold the all individuals and entities with ownership interest in the Burdened Open Space Parcel

(215383000) harmless from and against all claims, losses and liabilities resulting from injuries and/or damages that may be caused by or result from entry upon or use of the Burdened Easement Parcel for any reason whatsoever.

5. COVENANTS RUNNING WITH THE LAND. This easement and the terms of the Agreement contained herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon their respective grantees, successors, and assigns of the parties.

6. INTERPRETATION. This Agreement shall be construed in accordance with the laws of the State of Washington. If any provision or term of this Agreement is determined to be unenforceable by any court of competent jurisdiction, such finding shall not impair any of the remaining provisions hereof.

7. SUCCESSORS AND NO IMPLIED TERMINATION. The terms and provisions of this Agreement shall deemed covenants running with the land be appurtenant to, bind, burden and run with the Burdened and Benefitted Parcels, and shall be binding upon the parties hereto and their respective grantees, assigns or successors in interest. This easement shall not be terminated by implication, nonuse or abandonment and no release of any of the rights granted hereunder shall arise by waiver or course of conduct unless such termination or release is evidenced by a recorded agreement to such effect executed by all of the then owners of the real property benefitted and burdened by this Agreement.

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

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

IN WITNESS WHEREOF, each of the parties hereto hereby executes this Agreement as of the day and year first above written.

PIONEER ESTATES, LLC:

By: _____
 Name: _____
 Title: _____

State of _____)
)ss.
 County of _____

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

DATED: _____, _____.

 Notary for the State of _____
 My commission expires: _____

QUAIL HILL DEVELOPMENT, LLC:

By: _____
 Name: _____
 Title: _____

State of Washington)
)ss.
 County of Clark)

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

DATED: _____, _____.

 Notary for the State of Washington
 My commission expires: _____

UNION RIDGE PROPERTY OWNERS ASSOCIATION:

By: _____
 Its: _____

_____ Date

State of Washington)
)ss.
 County of Clark)

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

DATED: _____, _____.

 Notary for the State of Washington
 My commission expires: _____

APPROVED: City of Ridgefield

By: _____
 Name: _____
 Title: _____

State of Washington)
)ss.
 County of Clark)

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

DATED: _____, _____.

 Notary for the State of Washington
 My commission expires: _____

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

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

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

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

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)

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

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

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)

EXHIBIT D**Legal Description Burdened Open Space Property APN 215383000**

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)



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

Parcel I

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

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

Parcel II

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

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)

EXHIBIT "A"

(continued)

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

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

EXHIBIT E
Open Space Amenity Plan

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)



EXHIBIT F**Legal Description Adjacent Open Space Easement Property APN 215443008**

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

EXHIBIT G
Owner's Agreement

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)

After Recording, Return to:

RECORDING COVER SHEET

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

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

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

**Abbreviated Legal
Description:**

Complete legal descriptions set forth on Exhibits

**Assessor's Tax
Parcel Nos.:**

215443008, 215383000, 215443006, 215443004,
215443002

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

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

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

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

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

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

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

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

QUAIL HILL DEVELOPMENT, LLC

By: _____
Its: _____

Date _____

State of Washington)
) ss.
County of Clark)

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

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

UNION RIDGE PROPERTY OWNERS' ASSOCIATION

By: _____
Its: _____

Date _____

[illegible]

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

DATED: _____, _____,

Notary for the State of Washington
My commission expires: _____

PIONEER ESTATES, LLC

By: _____

Date _____

Its: _____

State of _____)
) ss.
 County of _____)

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

DATED: _____, _____.

Notary for the State of _____
 My commission expires: _____

City of Ridgefield

By: _____
Its: _____

_____ Date

State of Washington)
) ss.
County of Clark)

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

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

Approved as to form:

City Counsel

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

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

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

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

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

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

EXHIBIT D

Legal Description Open Space Property APN 215383000

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)



Fidelity National Title Company

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

Parcel I

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

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

Parcel II

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

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)

EXHIBIT "A"

(continued)

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

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

EXHIBIT E
Open Space Amenity Plan

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)



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

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

Attachment: 6-6-17 Easement - Open Space on large 10 acre piece (1314 : Quail Hill Development Agreement)

After Recording, Return to:

RECORDING COVER SHEET

TRAIL EASEMENT AND MAINTENANCE AGREEMENT

GRANTOR:	PIONEER ESTATES, LLC, A COLORADO LIMITED LIABILITY COMPANY
GRANTEE:	CITY OF RIDGEFIELD, A WASHINGTON MUNICIPAL CORPORATION; PIONEER ESTATES, LLC, A COLORADO LIMITED LIABILITY COMPANY; QUAIL HILL DEVELOPMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY; UNION RIDGE PROPERTY OWNERS' ASSOCIATION; A WASHINGTON NONPROFIT CORPORATION
Abbreviated Legal Description:	Complete legal descriptions set forth in Exhibits
Assessor's Tax Parcel Nos.:	215443008, 215383000, 215443006, 215443004, 215443002

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

TRAIL EASEMENT AND MAINTENANCE AGREEMENT

THIS TRAIL EASEMENT AND MAINTENANCE AGREEMENT (“*Agreement*”) is dated for reference purposes _____, and is made for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by and between:

BENEFITTED PARCEL (Quail Hill 1 Property): Quail Hill Development, LLC, a Washington limited liability company is the owner of APN 215443-002, situated in Ridgefield, WA (“Quail Hill Property”). The legal description for this parcel is attached as **Exhibit A**. This parcel is to be developed for residential purposes.

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

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

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

BURDENED EASEMENT PARCEL: (Adjacent Open Space Easement Property): Pioneer Estates LLC, a Colorado limited liability company, is the owner of APN 215443008, situated in Ridgefield, WA (“Adjacent Open Space Easement Property”). The legal description for this parcel is attached as **Exhibit F**. This property is subject to a Trail Easement and Maintenance Agreement that establishes an easement and maintenance terms for a walking trail as depicted on **Exhibit E (“Open Space Amenity Plan”)**, which, along with the open space provisions on APN 215383000, will satisfy all open space requirements imposed in conjunction with development of the Quail Hill 1 Property, Quail Hill 2 Property, and Quail Hill 3 Property.

RECITALS

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

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

C. The “**Open Space Amenity Plan**,” attached hereto as **Exhibit E** and incorporated by reference, depicts open space amenities as approved by the City. This includes a portion of walking path to be created and maintained upon Burdened Easement Parcel 215443008. The purpose of this Trail Easement and Maintenance Agreement is to formally establish the Trail Easement and terms for trail maintenance.

EASEMENT AND AGREEMENT

1. CONSTRUCTION, MAINTENANCE AND REPAIR. The Trail shall be constructed and maintained pursuant to the terms of the “**Owners’ Agreement**,” attached hereto as **Exhibit G**, and “**Open Space Amenity Plan**,” attached hereto as **Exhibit E**, both of which are incorporated by reference.

2. EASEMENT. Grantors hereby grant and convey to Grantees a perpetual, nonexclusive easement for the construction, maintenance, repair, replacement, use and enjoyment of the Trail. This easement extends approximately four feet to 5 feet (4’ – 5’) in width, and runs along the route depicted on the “**Open Space Amenity Plan**.” This easement shall be for ingress and egress as necessary to construct, maintain, repair and replace the Trail, and for the use and enjoyment of the same.

3. ENFORCEMENT. Any owner of any real property currently identified as parcel numbers 215383000, 215443006, 215443004, 215443002 (Benefitted Parcels), and as identified in the future following subdivision of these master parcels, as well as the holder of any recorded mortgage or deed of trust on any Benefitted Parcels (as now existing or as subdivided in the future), or any homeowners association with jurisdiction over any Benefitted Parcels (as now existing or as subdivided in the future), shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Agreement. In the event suit or action is instituted to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial or on appeal or petition for review of such suit or action, or in arbitration, in addition to any other sums provided by law.

4. INDEMNIFICATION. All individuals and entities with legal interest in the Benefitted Parcels (as now existing or as subdivided in the future), and any homeowners association with jurisdiction over any Benefitted Parcels, shall indemnify and hold the all individuals and entities with ownership interest in the Burdened Easement Parcel

(215443008) harmless from and against all claims, losses and liabilities resulting from injuries and/or damages that may be caused by or result from entry upon or use of the Burdened Easement Parcel for any reason whatsoever.

5. COVENANTS RUNNING WITH THE LAND. This easement and the terms of the Agreement contained herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon their respective grantees, successors, and assigns of the parties.

6. INTERPRETATION. This Agreement shall be construed in accordance with the laws of the State of Washington. If any provision or term of this Agreement is determined to be unenforceable by any court of competent jurisdiction, such finding shall not impair any of the remaining provisions hereof.

7. SUCCESSORS AND NO IMPLIED TERMINATION. The terms and provisions of this Agreement shall deemed covenants running with the land be appurtenant to, bind, burden and run with the Burdened and Benefitted Parcels, and shall be binding upon the parties hereto and their respective grantees, assigns or successors in interest. This easement shall not be terminated by implication, nonuse or abandonment and no release of any of the rights granted hereunder shall arise by waiver or course of conduct unless such termination or release is evidenced by a recorded agreement to such effect executed by all of the then owners of the Benefitted and Burdened parcels identified herein.

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

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

IN WITNESS WHEREOF, each of the parties hereto hereby executes this Agreement as of the day and year first above written.

PIONEER ESTATES, LLC:

By: _____ Date _____
Its: _____

State of _____)
)ss.
County of _____

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

DATED: _____, _____.

Notary for the State of _____
My commission expires: _____

QUAIL HILL DEVELOPMENT, LLC:

By: _____
 Its: _____

_____ Date

State of Washington)
)ss.
 County of Clark)

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

DATED: _____, _____.

 Notary for the State of Washington
 My commission expires: _____

UNION RIDGE PROPERTY OWNERS ASSOCIATION:

By: _____ Date _____
 Its: _____

State of Washington)
)ss.
 County of _____

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

DATED: _____, _____.

 Notary for the State of Washington
 My commission expires: _____

APPROVED: City of Ridgefield

By: _____
Its: _____

_____ Date

State of Washington)
)ss.
County of Clark)

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

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

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

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

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

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

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

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

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

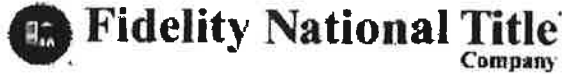
LOT 10, UNION RIDGE PHASE 1A, ACCORDING TO THE PLAT RECORDED IN VOLUME "311" OF PLATS AT PAGE 406, RECORDS OF CLARK COUNTY WASHINGTON.

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

EXHIBIT D

Legal Description Open Space Property APN 215383000

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)



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

Parcel I

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

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

Parcel II

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

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

EXHIBIT "A"

(continued)

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

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

EXHIBIT E
Open Space Amenity Plan

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)



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

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

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

EXHIBIT G
Owner's Agreement

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

After Recording, Return to:

RECORDING COVER SHEET

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

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

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

**Abbreviated Legal
Description:**

Complete legal descriptions set forth on Exhibits

**Assessor's Tax
Parcel Nos.:**

215443008, 215383000, 215443006, 215443004,
215443002

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

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

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

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

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

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

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

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

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

QUAIL HILL DEVELOPMENT, LLC

By: _____
Its: _____

Date _____

[illegible]

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

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

UNION RIDGE PROPERTY OWNERS' ASSOCIATION

By:
Its:

_____ Date _____

State of Washington)
) ss.
County of Clark)

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

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

PIONEER ESTATES, LLC

By: _____
Its: _____

Date

State of _____)
) ss.
County of _____)

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

DATED: _____, _____.

Notary for the State of _____
My commission expires: _____

City of Ridgefield

By: _____
Its: _____

Date _____

[illegible]

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

DATED: _____, _____.

Notary for the State of Washington
My commission expires: _____

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

Approved as to form:

City Counsel

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

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

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

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

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

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

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

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

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

EXHIBIT D

Legal Description Open Space Property APN 215383000

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)



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

Parcel I

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

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

Parcel II

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

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)

EXHIBIT "A"
(continued)

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

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

EXHIBIT E
Open Space Amenity Plan

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)



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

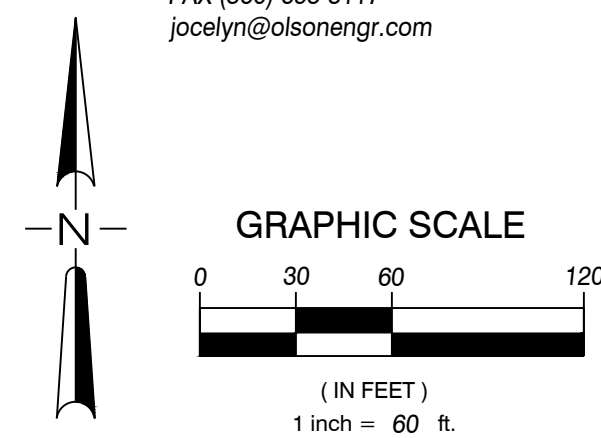
TRACT A, UNION RIDGE PHASE 1A, ACCORDING TO THE PLAT RECORDED
IN VOLUME "311" OF PLATS AT PAGE 406, RECORDS OF CLARK COUNTY
WASHINGTON.

Attachment: 6-6-17 Easement - Trail on parcel 215443008 (1314 : Quail Hill Development Agreement)



NOTE:
THERE WILL BE ONE TOT-LOT IN EACH FUTURE
PHASE.

CONTOURS SHOWN ARE FROM GIS INFORMATION



PLOT: consultant3.ctb
FILE: j:\data\7000\7900\7950\7958.01.01\Planning\7958.p.exhibit.DA.strip.dwg

Quail Hill

OPEN SPACE AMENITY PLAN

CLSA LAND SURVEYORS
CLSA ENGINEERS
ENGINEERING INC. 360-695-1385
505-298-9936
222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

[illegible]

DESIGNED:
DRAWN:
CHECKED: KFS
DATE: FEBRUARY 2017

SCALE: H: 1" = 60'

COPYRIGHT 2017, OLSON ENGINEERING, INC.

Quail Hill
JOB NO. 7958.01.01

SHEET

EX1

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 08, 2017

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Relating to the Acquisition by Eminent Domain of Certain Property in the City of Ridgefield for the 35Th Avenue Roundabout Street Improvement Project; Declaring Public Use and Necessity for Land and Property to be Condemned for the Construction of the Project, Authorizing the Condemnation of Property Therefore, Authorizing the Payment Therefore, and Authorising the City Attorney to Prosecute Such Action in the Event Direct Purchase Efforts Are Not Successful.

None. Second reading of this Ordinance is scheduled before Council on June 22, 2017.

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: Lahti North ROW (PDF)
Lahti West ROW (PDF)
Lahti Stormwater Esmt (PDF)
Lahti TCE South-West (PDF)
Lahti TCE West (PDF)

ORDINANCE NO. 1235

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON RELATING TO THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PROPERTY IN THE CITY OF RIDGEFIELD FOR THE 35TH AVENUE ROUNDABOUT STREET IMPROVEMENT PROJECT; DECLARING PUBLIC USE AND NECESSITY FOR LAND AND PROPERTY TO BE CONDEMNED FOR THE CONSTRUCTION OF THE PROJECT, AUTHORIZING THE CONDEMNATION OF PROPERTY THEREFORE, AUTHORIZING THE PAYMENT THEREFORE, AND AUTHORISING THE CITY ATTORNEY TO PROSECUTE SUCH ACTION IN THE EVENT DIRECT PURCHASE EFFORTS ARE NOT SUCCESSFUL.

Whereas, the 35th Ave Roundabout project is a street improvement project that will provide improvements to include a 2-lane roundabout and associated pedestrian and bicycle facilities; and

Whereas, the goals for this project include increasing intersection safety and mobility, as well as providing traffic calming in the vicinity of the project; and

Whereas, the 35th Ave Roundabout project is included within the City's six-year capital facilities plan; and

Whereas, the 35th Ave Roundabout project is necessary to accommodate the transportation needs of this area of the City and to improve access to SR-501, also known as Pioneer Street; and

Whereas, the City of Ridgefield has received a grant to fund the Construction of the 35th Ave Roundabout project from the Transportation Improvements Board; and

Whereas, the design of the project has been completed and the construction is estimated to begin in July of 2017; and

Whereas, time is of the essence to acquire the property to meet the time limits mandated by the project funding, and the property is critical to the project and necessary for public safety, welfare, and transportation needs; and

Whereas, based on the foregoing, the City Council finds that it is necessary to acquire certain property by eminent domain; and

Whereas, the City has provided notice of the planned final action described below, in the manner provided for in RCW 8.12.005 and 8.25.290;

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

Section 1. **Findings of Fact**. Each and every of the recitals contained in the 'whereas' clauses of the preamble to this ordinance are hereby adopted as findings of fact and incorporated herein fully by reference.

Section 2. **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 to acquire certain property described herein by eminent domain.

Section 3. **Declaration of Public Use and Necessity.** The design and construction of the 35th Ave Roundabout project improvements and the property necessary therefore are hereby declared to be a public use and necessary for public purposes, namely to improve the intersection of Pioneer Street and 35th Avenue. The public use and necessity demands the acquisition of the property described in Section 4 for the construction of the 35th Ave Roundabout project.

Section 4. **Condemnation of Property Authorized.** The City shall, after reasonable efforts at direct negotiation, condemn such portion of the property at the south-east corner of Pioneer Street and S. 35th Avenue in Ridgefield, described in Exhibit A attached hereto and incorporated herein by this reference to obtain ownership and rights thereto, after just compensation having been first paid or paid into court for the owner in the manner prescribed by law.

Section 5. **Authorization of the City Attorney.** The City Attorney and/or designees are hereby authorized to commence condemnation proceedings for the property describe in Section 4, pursuant to law, to determine and make or pay just compensation, and to take such other steps as they deem necessary to complete acquisition of the property. The City Attorney is further authorized to adjust the extent of the property taken or acquired to facilitate implementation of this ordinance, provided that such adjustment shall not be inconsistent with the 35th Ave Roundabout project.

Section 6. **Compensation.** Compensation to be paid to the owners of the property identified in Section 4, and all costs of litigation therefore, shall be paid from the City's Capital Project Fund.

Section 7. **Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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
 DAY OF JUNE 2017.

CITY OF RIDGEFIELD

 Mayor, Ron Onslow

ATTEST:

Julie Basarab
Deputy City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

Public Hearing:
First reading:
Second Reading/Passage:
Date of Publication:
Effective Date:

Exhibit A



Exhibit "A"
Legal Description
Lahti Property
North Right of Way Dedication

Being a tract of land located in the Southeast one-quarter of Section 20, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, said tract being more particularly described as follows:

COMMENCING FROM the Center of said Section 20;

Thence South 01°26'48" West, along the North-South centerline of said Section 20, for a distance of 25.22 feet **TO THE TRUE POINT OF BEGINNING;**

Thence South 01°26'48" West, continuing along the North-South centerline of said Section 20, for a distance of 79.78 feet;

Thence South 88°33'12" East, leaving said North-South centerline, for a distance of 52.96 feet to an angle point;

Thence North 61°55'04" East, for a distance of 100.63 feet to a point 60.00 feet Southerly of, when measured perpendicular to the centerline of State Route 501 (Pioneer Street);

Thence South 88°42'39" East, along a line parallel with the centerline of said State Route 501, for a distance of 98.50 feet to an angle point;

Thence North 01°17'21" East, for a distance of 30.00 feet to a point on the Southerly right-of-way line of said State Route 501, said point being 30.00 feet southerly of, when measured perpendicular to, the centerline of said State Route 501;

Thence North 88°42'39" West, along the Southerly right-of-way line of said State Route 501, for a distance of 181.57 feet to the beginning of a 2895.00 foot radius tangent curve to the right;

Thence continuing along said Southerly right-of-way line and the arc of a 2895.00 foot radius curve to the right, through a central angle of 01°08'08" (the long chord of which bears North 88°08'35" West, a distance of 57.38 feet) for a distance of 57.38 feet **TO THE TRUE POINT OF BEGINNING;**

Contains in all 11,951 square feet or 0.274 acres, more or less.

Above bearings based on the East-West centerline of Section 20 as shown on the plat of "Green Gables PUD Phase 1" recorded in Book 311, Page 655, Clark County Plat Records.

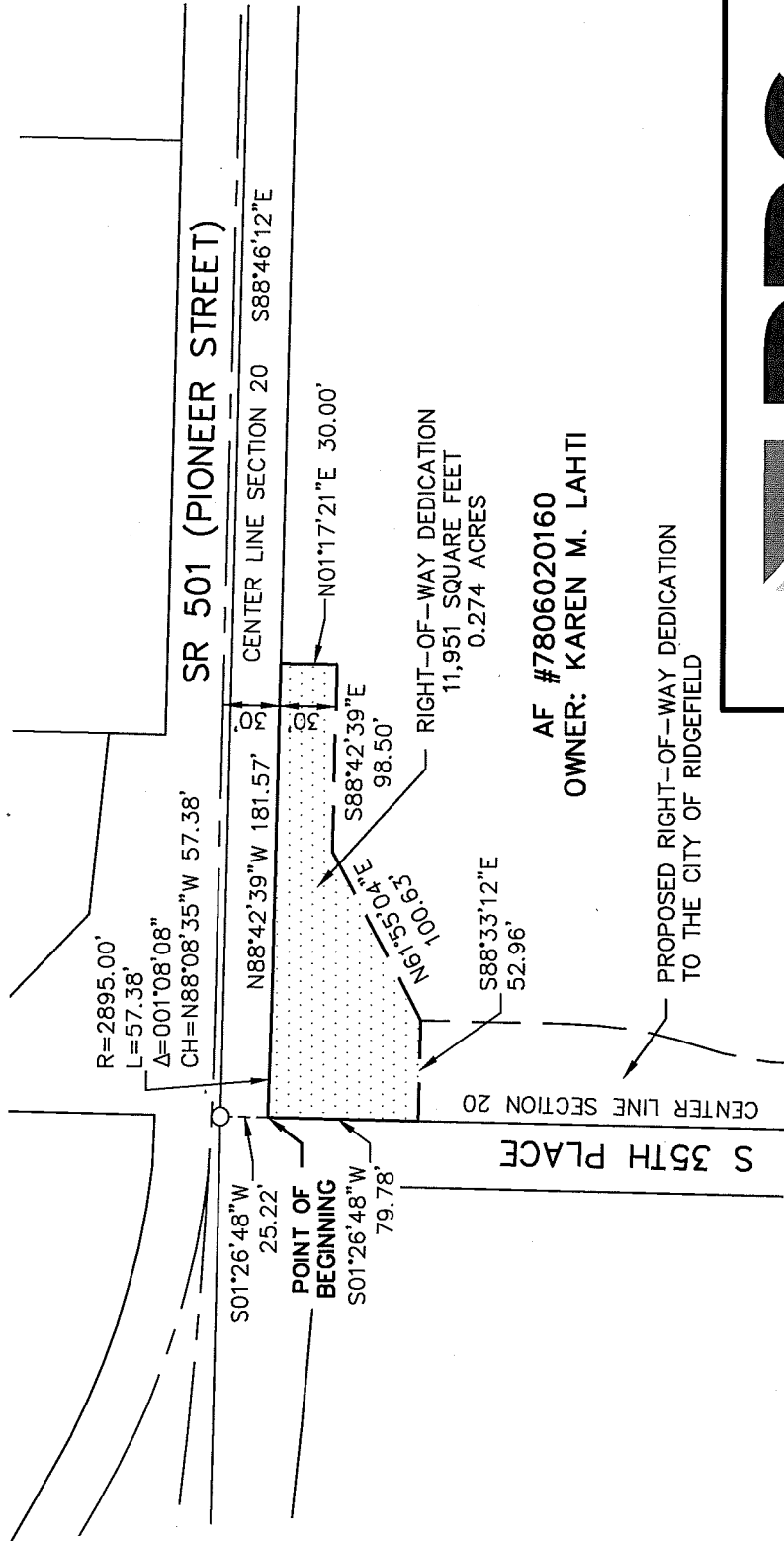
See Exhibit Map attached hereto.



EXHIBIT MAP

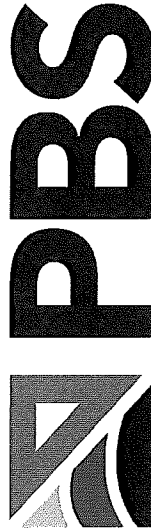
W.S.D.O.T. RIGHT OF WAY DEDICATION

JUNE 1, 2017



AF #7806020160
OWNER: KAREN M. LAHTI

PROPOSED RIGHT-OF-WAY DEDICATION
TO THE CITY OF RIDGEFIELD



DRAWN BY: RFS	SCALE: 1"=100'	6/1/2017
CHECKED BY: TLG	JOB NO.: 4083-02	SHEET 1 OF 1



Exhibit "A"
Legal Description
Lahti Property
West Right of Way Dedication

Being a tract of land located in the Southeast one-quarter of Section 20, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, said tract being more particularly described as follows:

COMMENCING FROM the Center of said Section 20;

Thence South 01°26'48" West, along the North-South centerline of said Section 20, for a distance of 105.00 feet, to **THE TRUE POINT OF BEGINNING**;

Thence continuing South 01°26'48" West, along said North-South centerline, for a distance of 250.43 feet;

Thence South 88°33'12" East, leaving said North-South centerline, for a distance of 35.00 feet to an angle point;

Thence North 01°26'48" East, along a line parallel with said North-South centerline, for a distance of 52.67 feet to the beginning of a 165.00 foot radius tangent curve to the right;

Thence along the arc of a 165.00 foot radius tangent curve to the right, through a central angle of 17°14'09" (the chord of which bears North 10°03'53" East, a distance of 49.45 feet) for a distance of 49.64 feet to the beginning of a 235.00 foot radius reverse curve to the left;

Thence along the arc of a 235.00 foot radius curve to the left, through a central angle of 17°14'09" (the chord of which bears North 10°03'53" East, a distance of 70.43 feet) for a distance of 70.69 feet to a point of tangency;

Thence North 01°26'48" East, along a line parallel with said North-South centerline, for a distance of 79.23 feet to an angle point;

Thence North 88°33'12" West, for a distance of 52.96 feet to **THE TRUE POINT OF BEGINNING**;

Contains in all 11316 square feet or 0.260 acres, more or less.

Above bearings based on the East-West centerline of Section 20 as shown on the plat of "Green Gables PUD Phase 1" recorded in Book 311, Page 655, Clark County Plat Records.

See Exhibit Map attached hereto.



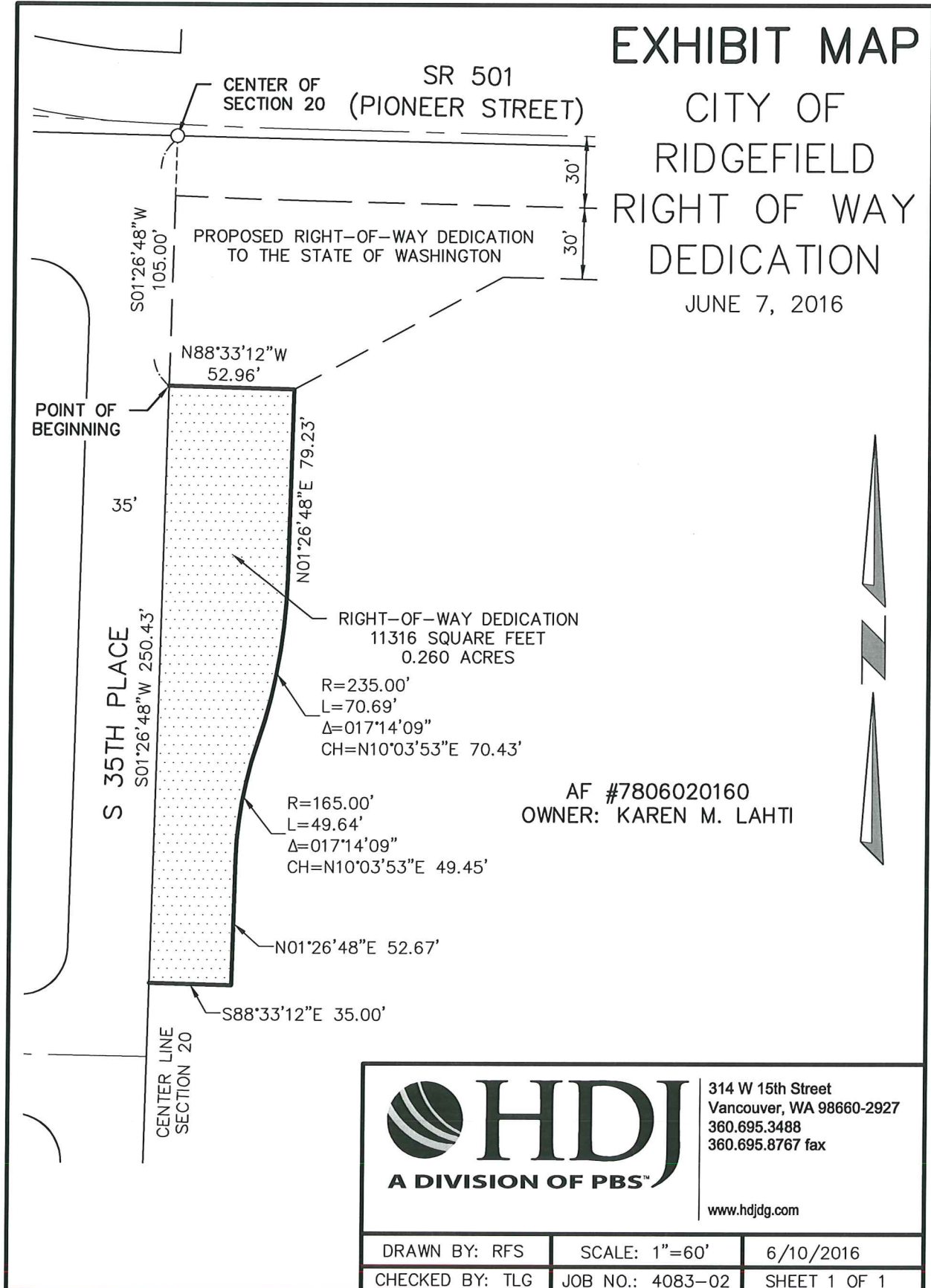




Exhibit "A"
Legal Description
Lahti Property
Stormwater Easement

Being a tract of land located in the Southeast one-quarter of Section 20, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, said tract being more particularly described as follows:

COMMENCING FROM the Center of said Section 20;

Thence South 88°46'12" East, along the East-West centerline of said Section 20, for a distance of 453.44 feet to a point;

Thence South 01°13'48" West, along a line perpendicular to said East-West centerline, for a distance of 26.26 feet to a point on the Southerly right-of-way line of State Route 501 (Pioneer Street), said point being 30.00 feet Southerly of, when measured perpendicular to the centerline of said State Route 501 and **POINT OF BEGINNING**;

Thence South 01°17'21" West, for a distance of 10.00 feet;

Thence South 88°42'39" East, along a line parallel with said centerline of State Route 501, for a distance of 30.00 feet to an angle point;

Thence North 01°17'21" East, for a distance of 10.00 feet to the Southerly right-of-way line of State Route 501 (Pioneer Street);

Thence North 88°42'39" West, along said Southerly right-of-way line, for a distance of 30.00 feet to the **POINT OF BEGINNING**;

Contains in all 300 square feet or 0.007 acres, more or less.

Above bearings based on the East-West centerline of Section 20 as shown on the plat of "Green Gables PUD Phase 1" recorded in Book 311, Page 655, Clark County Plat Records.

See Exhibit Map attached hereto.



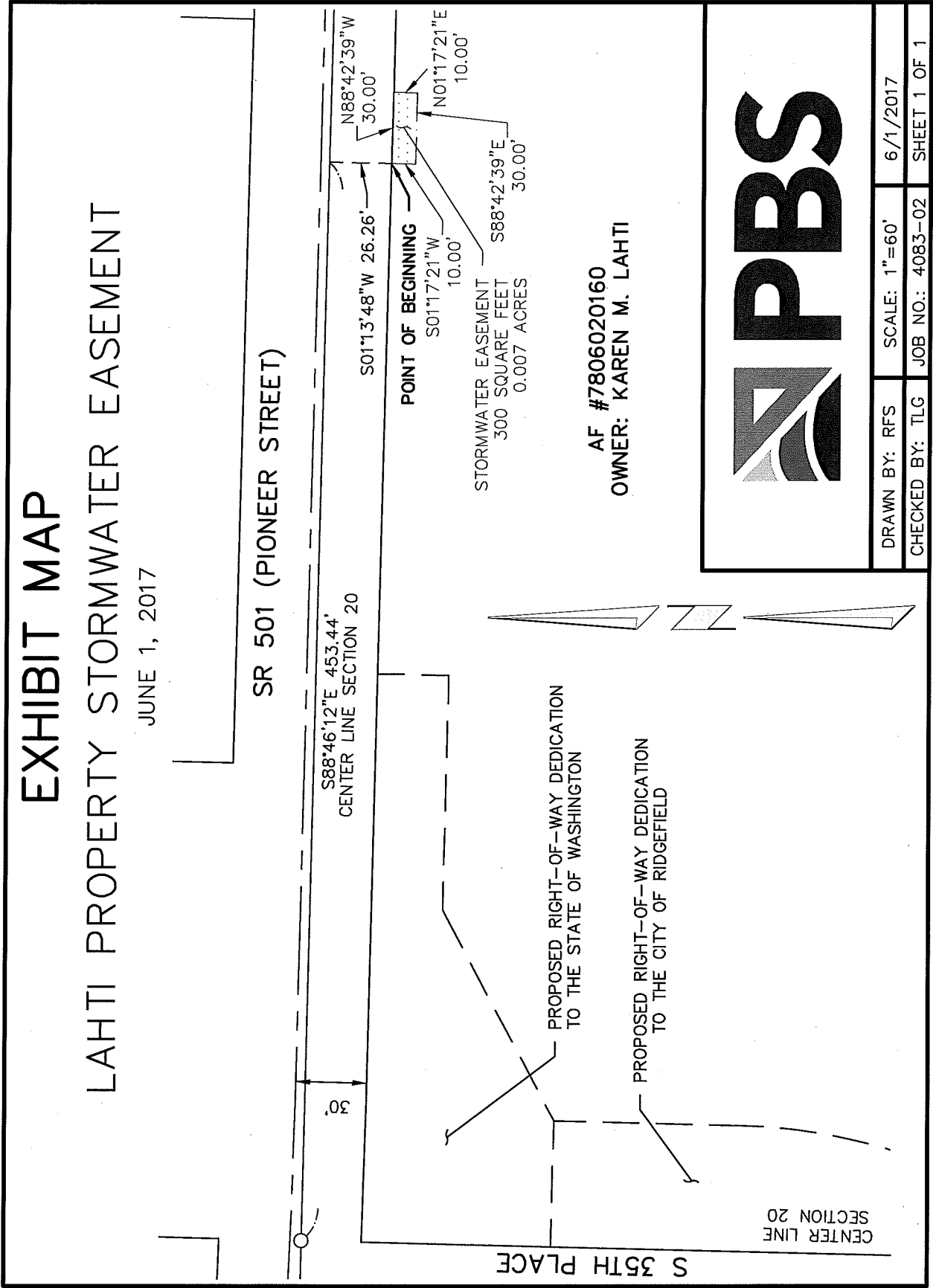




Exhibit "A"
Legal Description
Lahti Property
Temporary Construction Easement

Being a tract of land located in the Southeast one-quarter of Section 20, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, said tract being more particularly described as follows:

COMMENCING FROM the Center of said Section 20;

Thence South 88°46'12" East, along the East-West centerline of said Section 20, for a distance of 238.84 feet to a point;

Thence South 01°13'48" West, along a line perpendicular to said East-West centerline, for a distance of 26.04 feet to a point on the Southerly right-of-way line of State Route 501 (Pioneer Street), said point being 30.00 feet Southerly of, when measured perpendicular to the centerline of said State Route 501 and **POINT OF BEGINNING**;

Thence South 01°17'21" West, for a distance of 10.00 feet;

Thence South 88°42'39" East, along a line parallel with said centerline of State Route 501, for a distance of 279.06 feet to an angle point;

Thence North 01°17'21" East, for a distance of 10.00 feet to the Southerly right-of-way line of State Route 501 (Pioneer Street);

Thence North 88°42'39" West, along said Southerly right-of-way line, for a distance of 279.06 feet to the **POINT OF BEGINNING**;

ALSO INCLUDING:

COMMENCING FROM the Center of said Section 20;

Thence South 88°46'12" East, along the East-West centerline of said Section 20, for a distance of 238.84 feet to a point;

Thence South 01°13'48" West, along a line perpendicular to said East-West centerline, for a distance of 26.04 feet to a point on the Southerly right-of-way line of State Route 501 (Pioneer Street), said point being 30.00 feet Southerly of, when measured perpendicular to the centerline of said State Route 501;

Thence South 01°17'21" West, for a distance of 30.00 feet to the **POINT OF BEGINNING**;

Thence North 88°42'39" West, along a line parallel with said centerline of State Route 501, for a distance of 98.50 feet to an angle point;

Thence South 61°55'04" West, for a distance of 10.19 feet;

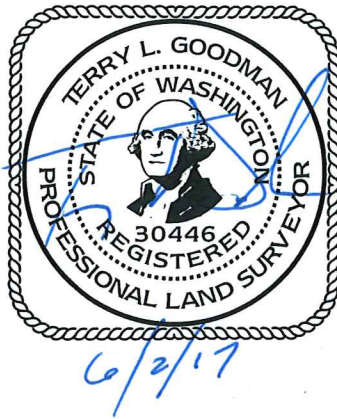
Thence South $88^{\circ}42'39''$ East, along a line parallel with said centerline of State Route 501, for a distance of 107.39 feet to an angle point;

Thence North $01^{\circ}17'21''$ East, for a distance of 5.00 feet to the **POINT OF BEGINNING**;

Contains in all 3,306 square feet or 0.076 acres, more or less.

Above bearings based on the East-West centerline of Section 20 as shown on the plat of "Green Gables PUD Phase 1" recorded in Book 311, Page 655, Clark County Plat Records.

See Exhibit Map attached hereto.



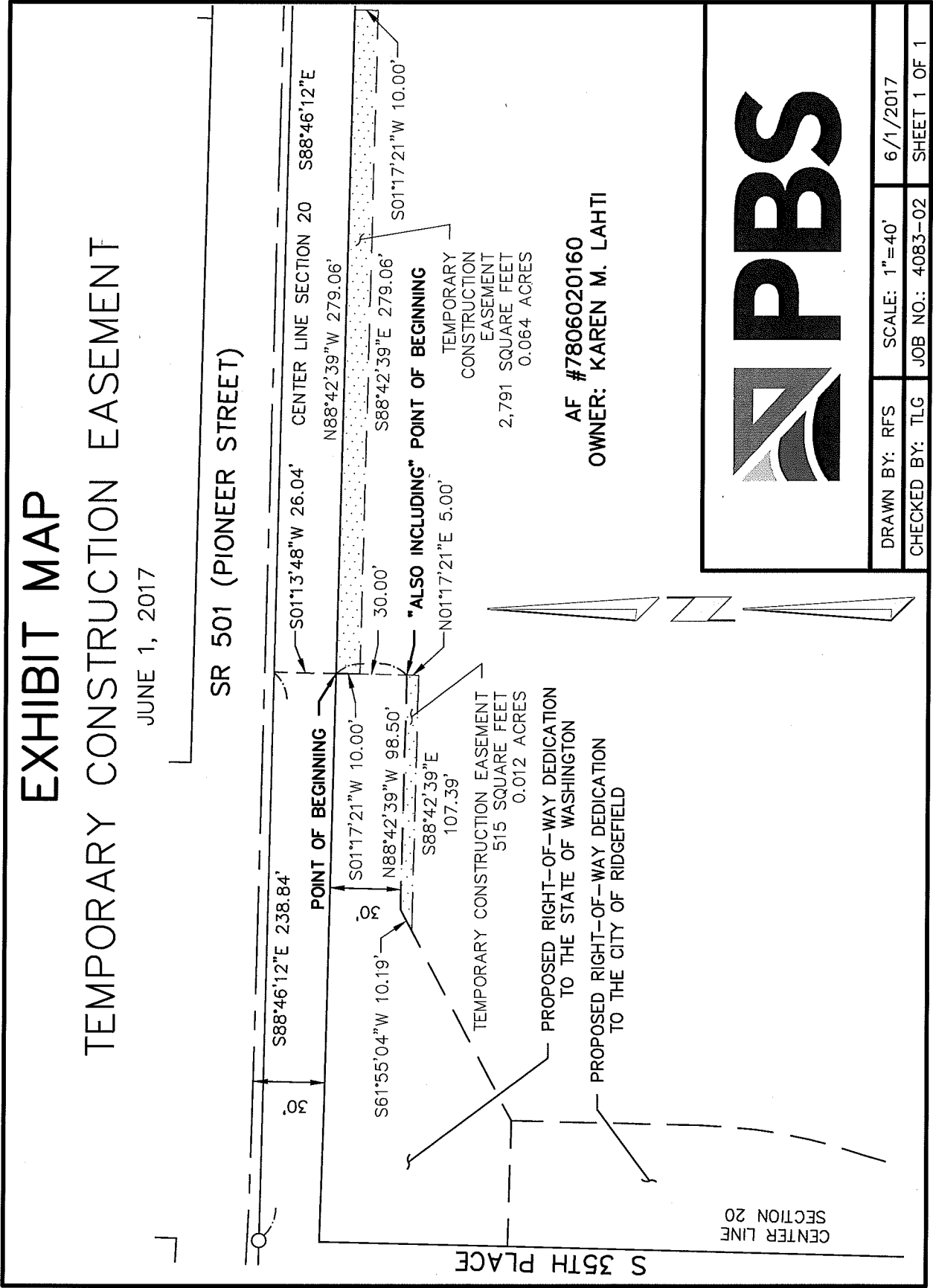




Exhibit "A"
Legal Description
Lahti Property
Temporary Construction Easement

Being a tract of land located in the Southeast one-quarter of Section 20, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, said tract being more particularly described as follows:

COMMENCING FROM the Center of said Section 20;

Thence South 01°26'48" West, along the North-South centerline of said Section 20, for a distance of 105.00 feet;

Thence South 88°33'12" East, leaving said North-South centerline, for a distance of 52.96 feet to **THE TRUE POINT OF BEGINNING**;

Thence North 61°55'04" East, for a distance of 11.49 feet;

Thence South 01°26'48" West, along a line parallel with said North-South centerline, for a distance of 84.90 feet to an angle point;

Thence North 88°33'12" West, for a distance of 10.00 feet;

Thence North 01°26'48" East, along a line parallel with said North-South centerline, for a distance of 79.23 feet to **THE TRUE POINT OF BEGINNING**;

Contains in all 821 square feet or 0.019 acres, more or less.

Above bearings based on the East-West centerline of Section 20 as shown on the plat of "Green Gables PUD Phase 1" recorded in Book 311, Page 655, Clark County Plat Records.

See Exhibit Map attached hereto.

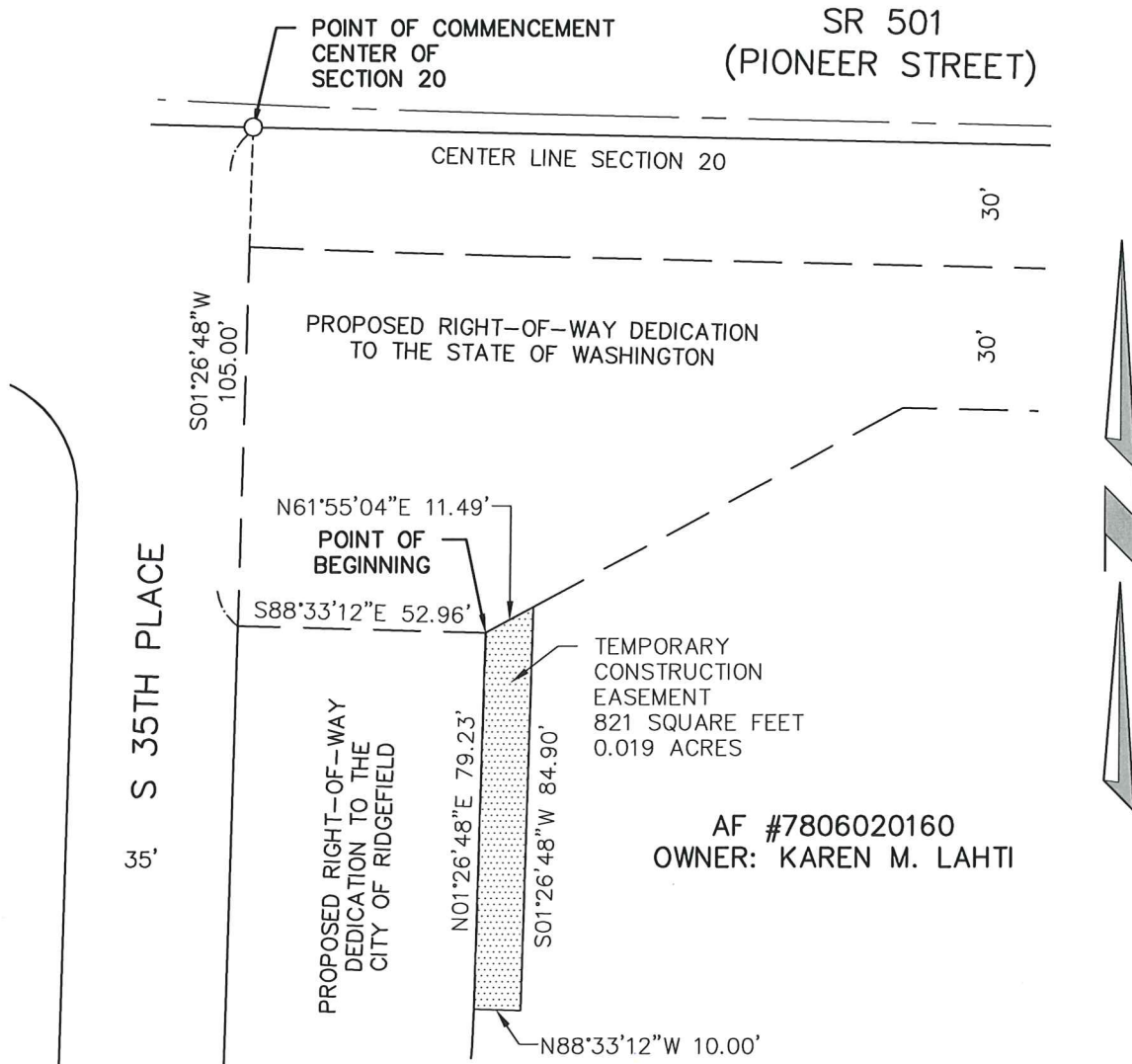


EXHIBIT MAP

LAHTI PROPERTY

TEMPORARY CONSTRUCTION EASEMENT

AUGUST 4, 2016



314 W 15th Street
Vancouver, WA 98660-2927
360.695.3488
360.695.8767 fax

www.hdjdg.com

DRAWN BY: RFS	SCALE: 1"=40'	8/4/2016
CHECKED BY: TLG	JOB NO.: 4083-02	SHEET 1 OF 1

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 08, 2017

ITEM:

AGENDA ITEM TITLE: Motion - 35Th Avenue Construction Contract

GOVERNING LEGISLATION:

Revised Code of Washington Title 35 – Cities and Towns

PREVIOUS COUNCIL ACTION TAKEN:None

SUMMARY/BACKGROUND:

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 bids for the project were opened on May 19th. The City received four bids on the project; however, two of the four bidders neglected to include a list of subcontractors and were found to be non-responsive. Tapani Inc submitted the lowest responsive bid.

BUDGET/FINANCIAL IMPACTS:

The Tapani bid of \$2,495,234.72 is higher than the amount estimated by the Design Engineer by \$480,000.

RECOMMENDED ACTION OR MOTION:

Because of the issue with the subcontractor list and the higher than budgeted bids, Staff recommends rejecting all bids and authorizing staff to re-bid the project. With the re-bid the project team will incorporate design changes to reduce the overall price of the project construction. A suggested motion is:

“I move to reject bids for the 35th Avenue Roundabout Project and authorize staff to rebid the project”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: 35th and Pioneer Roundabout Bid Tabs (PDF)

City OF RIDGEFIELD																			
35th and Pioneer Roundabout																			
Bid Opening Date: Thursday, May 18, 2017																			
Location: City Hall																			
Bid Opening Time: 5PM																			
Engineers Estimate																			
BID SET CONSTRUCTION COST ESTIMATE																			
SCHEDULE A - ROUNDABOUT CONSTRUCTION																			
DIVISION 1 GENERAL																			
1A	0.25	0.75	LS	Mobilization	\$ 129,000.00	\$ 32,250	\$ 96,750	\$ 206,400.00	\$ 51,600.00	\$ 154,800.00	\$ 105,000.00	\$ 26,250.00	\$ 78,750.00	\$ 345,000.00	\$ 86,250.00	\$ 258,750.00	\$ 190,000.00	\$ 47,500.00	\$ 142,500
2A	0.25	0.75	CALC	Minor Change	\$ 5,000.00	\$ 1,250	\$ 3,750	\$ 1.00	\$ 0.25	\$ 0.75	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,250.00	\$ 3,750.00	\$ 500.00	\$ 125.00	\$ 375
3A	0.25	0.75	LS	Roadway Surveying	\$ 22,000.00	\$ 5,500	\$ 16,500	\$ 30,000.00	\$ 7,500.00	\$ 22,500.00	\$ 32,000.00	\$ 8,000.00	\$ 24,000.00	\$ 30,000.00	\$ 7,500.00	\$ 22,500.00	\$ 34,000.00	\$ 8,500.00	\$ 25,500
4A	0.25	0.75	LS	SPCC Plan	\$ 1,000.00	\$ 250	\$ 750	\$ 250.00	\$ 62.50	\$ 187.50	\$ 500.00	\$ 125.00	\$ 375.00	\$ 1,000.00	\$ 250.00	\$ 750.00	\$ 1,000.00	\$ 250.00	\$ 750
5A	0.25	0.75	LS	Project Temporary Traffic Control	\$ 25,000.00	\$ 6,250	\$ 18,750	\$ 4,000.00	\$ 1,000.00	\$ 3,000.00	\$ 5,100.00	\$ 1,275.00	\$ 3,825.00	\$ 30,000.00	\$ 7,500.00	\$ 22,500.00	\$ 25,000.00	\$ 6,250.00	\$ 18,750
6A	0.25	0.75	LS	Traffic Control Supervisor	\$ 15,000.00	\$ 3,750	\$ 11,250	\$ 18,000.00	\$ 4,500.00	\$ 13,500.00	\$ 15,000.00	\$ 3,750.00	\$ 11,250.00	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00	\$ 20,000.00	\$ 5,000.00	\$ 15,000
7A	0	1,600	HR	Flaggers	\$ 60.00	\$ -	\$ 96,000	\$ 71.00	\$ -	\$ 113,600.00	\$ 53.00	\$ -	\$ 84,800.00	\$ 53.00	\$ -	\$ 84,800.00	\$ 59.00	\$ -	\$ 94,400
8A	0	1,010	HR	Portable Changeable Message Sign	\$ 4.00	\$ -	\$ 4,040	\$ 5.00	\$ -	\$ 5,050.00	\$ 10.00	\$ -	\$ 10,100.00	\$ 6.00	\$ -	\$ 6,060.00	\$ 5.00	\$ -	\$ 5,050
9A	0.25	0.75	LS	Construction Staging and Access Plan	\$ 5,000.00	\$ 1,250	\$ 3,750	\$ 250.00	\$ 62.50	\$ 187.50	\$ 2,500.00	\$ 625.00	\$ 1,875.00	\$ 20,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,750.00	\$ 11,250
DIVISION 2 EARTHWORK																			
10A	0.35	0.65	LS	Clearing and Grubbing	\$ 32,000.00	\$ 11,200	\$ 20,800	\$ 10,000.00	\$ 3,500.00	\$ 6,500.00	\$ 19,500.00	\$ 6,825.00	\$ 12,675.00	\$ 50,000.00	\$ 17,500.00	\$ 32,500.00	\$ 25,000.00	\$ 8,750.00	\$ 16,250
11A	0.25	0.75	EST	Roadside Cleanup	\$ 5,000.00	\$ 1,250	\$ 3,750	\$ 1.00	\$ 0.25	\$ 0.75	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 1,750.00	\$ 5,250.00	\$ 1,000.00	\$ 250.00	\$ 750
12A	0.25	0.75	LS	Removal of Structures and Obstructions	\$ 10,000.00	\$ 2,500	\$ 7,500	\$ 2,500.00	\$ 625.00	\$ 1,875.00	\$ 20,000.00	\$ 5,000.00	\$ 15,000.00	\$ 25,000.00	\$ 6,250.00	\$ 18,750.00	\$ 25,000.38	\$ 6,250.10	\$ 18,750
13A	1,060	4,940	CY	Roadway Excavation Incl. Haul	\$ 15.00	\$ 15,900	\$ 74,100	\$ 23.00	\$ 24,380.00	\$ 113,620.00	\$ 16.00	\$ 16,960.00	\$ 79,040.00	\$ 25.00	\$ 26,500.00	\$ 123,500.00	\$ 18.00	\$ 19,080.00	\$ 88,920
14A	410	1,800	CY	Embankment Compaction	\$ 10.00	\$ 4,100	\$ 18,000	\$ 5.50	\$ 2,255.00	\$ 9,900.00	\$ 2.00	\$ 820.00	\$ 3,600.00	\$ 12.00	\$ 4,920.00	\$ 21,600.00	\$ 2.00	\$ 820.00	\$ 3,600
15A	1	0	LS	East Pond	\$ 12,000.00	\$ 12,000	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 55,000.00	\$ 55,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 58,000.00	\$ 58,000.00	\$ -
DIVISION 4 BASES																			
16A	815	3,795	TON	Crushed Surfacing Base Course	\$ 25.00	\$ 20,375	\$ 94,875	\$ 32.00	\$ 26,080.00	\$ 121,440.00	\$ 24.00	\$ 19,560.00	\$ 91,080.00	\$ 30.00	\$ 24,450.00	\$ 113,850.00	\$ 27.00	\$ 22,005.00	\$ 102,465
DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS																			
17A	410	2,435	TON	HMA CL 1/2 In. PG 64-22	\$ 90.00	\$ 36,900	\$ 219,150	\$ 85.00	\$ 34,850.00	\$ 206,975.00	\$ 87.00	\$ 35,670.00	\$ 211,845.00	\$ 88.00	\$ 36,080.00	\$ 214,280.00	\$ 85.00	\$ 34,850.00	\$ 206,975
18A	40	350	TON	Commercial HMA	\$ 90.00	\$ 3,600	\$ 31,500	\$ 85.00	\$ 3,400.00	\$ 29,750.00	\$ 96.00	\$ 3,840.00	\$ 33,600.00	\$ 96.00	\$ 3,840.00	\$ 33,600.00	\$ 95.00	\$ 3,800.00	\$ 33,250
19A	0	2,910	SY	Planing Bituminous Pavement	\$ 4.00	\$ -	\$ 11,640	\$ 4.00	\$ -	\$ 11,640.00	\$ 5.00	\$ -	\$ 14,550.00	\$ 6.00	\$ -	\$ 17,460.00	\$ 6.00	\$ -	\$ 17,460
20A	1	135	CY	Cement Conc. Pavement	\$ 450.00	\$ 450	\$ 60,750	\$ 735.00	\$ 735.00	\$ 99,225.00	\$ 800.00	\$ 800.00	\$ 108,000.00	\$ 250.00	\$ 250.00	\$ 33,750.00	\$ 980.00	\$ 980.00	\$ 132,300
21A	0	161	SY	Temporary Monolithic Curb & Splitter Island	\$ 60.00	\$ -	\$ 9,660	\$ 140.00	\$ -	\$ 22,540.00	\$ 162.00	\$ -	\$ 26,082.00	\$ 160.00	\$ -	\$ 25,760.00	\$ 140.00	\$ -	\$ 22,540
DIVISION 6 STRUCTURES																			
22A	0	1	LS	Stairs with handrail	\$ 10,000.00	\$ -	\$ 10,000	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 13,000.00	\$ -	\$ 13,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 14,000.00	\$ -	\$ 14,000
23A	0	1,330	LF	Temporary Barrier	\$ 30.00	\$ -	\$ 39,900	\$ 30.00	\$ -	\$ 39,900.00	\$ 40.00	\$ -	\$ 53,200.00	\$ 43.00	\$ -	\$ 57,190.00	\$ 18.00	\$ -	\$ 23,940
DIVISION 7 SURFACE DRAINAGE STRUCTURES, STORM SEWERS, AND CONDUITS																			
24A	3	250	LF	Schedule A Storm Sewer Pipe, 10 In. Diam.	\$ 60.00	\$ 180	\$ 15,000	\$ 83.00	\$ 249.00	\$ 20,750.00	\$ 62.00	\$ 186.00	\$ 15,500.00	\$ 64.00	\$ 192.00	\$ 16,000.00	\$ 50.00	\$ 150.00	\$ 12,500
25A	129	931	LF	Schedule A Storm Sewer Pipe, 12 In. Diam.	\$ 65.00	\$ 8,385	\$ 60,515	\$ 77.50	\$ 9,997.50	\$ 72,152.50	\$ 57.00	\$ 7,353.00	\$ 53,067.00	\$ 82.00	\$ 10,578.00	\$ 76,342.00	\$ 100.00	\$ 12,900.00	\$ 93,100
26A	0	40	LF	Schedule A Storm Sewer Pipe, 18 In. Diam.	\$ 75.00	\$ -	\$ 3,000	\$ 73.50	\$ -	\$ 2,940.00	\$ 148.00	\$ -	\$ 5,920.00	\$ 100.00	\$ -	\$ 4,000.00	\$ 111.00	\$ -	\$ 4,440
27A	87	36	LF	Ductile Iron Storm Sewer Pipe, 10 In. Diam	\$ 110.00	\$ 9,570	\$ 3,960	\$ 103.00	\$ 8,961.00	\$ 3,708.00	\$ 65.00	\$ 5,655.00	\$ 2,340.00	\$ 128.00	\$ 11,136.00	\$ 4,608.00	\$ 78.00	\$ 6,786.00	\$ 2,808
28A	0	127	LF	Ductile Iron Storm Sewer Pipe, 12 In. Diam	\$ 80.00	\$ -	\$ 10,160	\$ 74.00	\$ -	\$ 9,398.00	\$ 91.00	\$ -	\$ 11,557.00	\$ 145.00	\$ -	\$ 18,415.00	\$ 110.00	\$ -	\$ 13,970
29A	2	7	EA	Catch Basin Type 1	\$ 1,900.00	\$ 3,800	\$ 13,300	\$ 2,000.00	\$ 4,000.00	\$ 14,000.00	\$ 1,600.00	\$ 3,200.00	\$ 11,200.00	\$ 1,800.00	\$ 3,600.00	\$ 12,600.00	\$ 1,500.00	\$ 3,000.00	\$ 10,500
30A	0	3	EA	Catch Basin Type 2	\$ 3,500.00	\$ -	\$ 10,500	\$ 3,300.00	\$ -	\$ 9,900.00	\$ 3,250.00	\$ -	\$ 9,750.00	\$ 3,000.00	\$ -	\$ 9,000.00	\$ 2,800.00	\$ -	\$ 8,400
31A	0	2	EA	Ditch Inlet	\$ 2,000.00	\$ -	\$ 4,000	\$ 2,000.00	\$ -	\$ 4,000.00	\$ 2,100.00	\$ -	\$ 4,200.00	\$ 2,000.00	\$ -	\$ 4,000.00	\$ 1,600.00	\$ -	\$ 3,200
32A	0	7	EA	Manhole 48 In. Diam. Type 1	\$ 3,000.00	\$ -	\$ 21,000	\$ 4,200.00	\$ -	\$ 29,400.00	\$ 3,000.00	\$ -	\$ 21,000.00	\$ 5,000.00	\$ -	\$ 35,000.00	\$ 2,800.00	\$ -	\$ 19,600
33A	0	1	EA	Adjust Manhole	\$ 600.00	\$ -	\$ 600	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 500.00	\$ -	\$ 500
34A	1	0	EA	Connection to Drainage Structure	\$ 1,200.00	\$ 1,200	\$ -	\$ 1,650.00	\$ 1,650.00	\$ -	\$ 1,400.00	\$ 1,400.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
35A	0	2	EA	Modified Combination Curb Inlet	\$ 2,300.00	\$ -	\$ 4,600	\$ 2,300.00	\$ -	\$ 4,600.00	\$ 1,700.00	\$ -	\$ 3,400.00	\$ 1,000.00	\$ -	\$ 2,000.00	\$ 1,900.00	\$ -	\$ 3,800
36A	1	0	EA	Flow Control Manhole	\$ 4,500.00	\$ 4,500	\$ -	\$ 7,000.00	\$ 7,000.00	\$ -	\$ 5,200.00	\$ 5,200.00	\$ -	\$ 7,000.00	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 7,000.00	\$ -
37A	1	1	EA	Locking Solid Metal Cover and Frame for Catch Basin	\$ 1,500.00	\$ 1,500	\$ 1,500	\$ 500.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 300
38A	0	1	LS	StormTrap Detention Vault	\$ 55,000.00	\$ -	\$ 55,000	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 120,000.00	\$ -	\$ 120,000.00	\$ 153,000.00	\$ -	\$ 153,000.00	\$ 100,000.00	\$ -	\$ 100,000
39A	135	1,220	LF	Trench Safety System	\$ 2.00	\$ 270	\$ 2,440	\$ 3.00	\$ 405.00	\$ 3,660.00	\$ 5.00	\$ 675.00	\$ 6,100.00	\$ 10.00	\$ 1,350.00	\$ 12,200.00	\$ 3.00	\$ 405.00	\$ 3,660
40A	25	100	CY	Removal and Replacement of Unsuitable Material	\$ 40.00	\$ 1,000	\$ 4,000	\$ 71.00	\$ 1,775.00	\$ 7,100.00	\$ 60.00	\$ 1,500.00	\$ 6,000.00	\$ 200.00	\$ 5,000.00	\$ 20,000.00	\$ 90.00	\$ 2,250.00	\$ 9,000
41A	1	0	LS	Compost Amended Biofiltration Swale	\$ 24,000.00	\$ 24,000	\$ -	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 13,000.00	\$ 13,000.00	\$ -	\$ 4,300.00	\$ 4,300.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -

Attachment: 35th and Pioneer Roundabout Bid Tabs (1322 : Award of 35Th Ave Construction Contract)

City OF RIDGEFIELD																			
35th and Pioneer Roundabout																			
Bid Opening Date: Thursday, May 18, 2017																			
Location: City Hall																			
Bid Opening Time: 5PM																			
BID SET CONSTRUCTION COST ESTIMATE																			
Engineers Estimate																			
Tapani, Inc. Battleground, WA CCB# TAPANI*883OE																			
Advanced Excavating Specialists, LLC Longview, WA CCB# ADVANES915LT																			
Conway Construction Company Ridgefield, WA CCB# COMWACC955PR																			
Nutter Corporation Vancouver, WA CCB# NUTTEUU088PE																			
Item No.	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in bottom line)	Unit	Description	Unit Price	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in bottom line)	Unit Price	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in bottom line)	Unit Price	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in bottom line)	Unit Price	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in bottom line)	Unit Price	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in botto line)
DIVISION 8 MISCELLANEOUS CONSTRUCTION																			
42A	0	1	LS	Erosion Control and Water Pollution Prevention	\$ 10,000.00	\$ -	\$ 10,000	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 20,000.00	\$ -	\$ 20,000
43A	5	20	Day	ESC Lead	\$ 150.00	\$ 750	\$ 3,000	\$ 25.00	\$ 125.00	\$ 500.00	\$ 70.00	\$ 350.00	\$ 1,400.00	\$ 500.00	\$ 2,500.00	\$ 10,000.00	\$ 60.00	\$ 300.00	\$ 1,200
44A	5	17	EA	Inlet Protection	\$ 80.00	\$ 400	\$ 1,360	\$ 55.00	\$ 275.00	\$ 935.00	\$ 60.00	\$ 300.00	\$ 1,020.00	\$ 100.00	\$ 500.00	\$ 1,700.00	\$ 80.00	\$ 400.00	\$ 1,360
45A	225	0	SY	Stabilized Construction Entrance	\$ 25.00	\$ 5,625	\$ -	\$ 25.00	\$ 5,625.00	\$ -	\$ 18.00	\$ 4,050.00	\$ -	\$ 21.00	\$ 4,725.00	\$ -	\$ 30.00	\$ 6,750.00	\$ -
46A	445	480	LF	Silt Fence	\$ 5.00	\$ 2,225	\$ 2,400	\$ 4.00	\$ 1,780.00	\$ 1,920.00	\$ 3.00	\$ 1,335.00	\$ 1,440.00	\$ 4.00	\$ 1,780.00	\$ 1,920.00	\$ 3.00	\$ 1,335.00	\$ 1,440
47A	0.42	0.56	ACRE	Seeding, Fertilizing, and Mulching	\$ 5,000.00	\$ 2,100	\$ 2,800	\$ 5,200.00	\$ 2,184.00	\$ 2,912.00	\$ 3,300.00	\$ 1,386.00	\$ 1,848.00	\$ 5,000.00	\$ 2,100.00	\$ 2,800.00	\$ 3,500.00	\$ 1,470.00	\$ 1,960
48A	0	480	LF	High Visibility Fence	\$ 5.00	\$ -	\$ 2,400	\$ 2.75	\$ -	\$ 1,320.00	\$ 3.00	\$ -	\$ 1,440.00	\$ 3.00	\$ -	\$ 1,440.00	\$ 2.00	\$ -	\$ 960
49A	0	120	LF	High Visibility Silt Fence	\$ 5.00	\$ -	\$ 600	\$ 4.50	\$ -	\$ 540.00	\$ 3.00	\$ -	\$ 360.00	\$ 4.00	\$ -	\$ 480.00	\$ 2.50	\$ -	\$ 300
50A	4	0	EA	PSIPE Acer rubrum 'Franksred' - 2" Cal	\$ 350.00	\$ 1,400	\$ -	\$ 430.00	\$ 1,720.00	\$ -	\$ 350.00	\$ 1,400.00	\$ -	\$ 350.00	\$ 1,400.00	\$ -	\$ 350.00	\$ 1,400.00	\$ -
51A	3	2	EA	PSIPE Malus sp. - 2" Cal	\$ 350.00	\$ 1,050	\$ 700	\$ 430.00	\$ 1,290.00	\$ 860.00	\$ 350.00	\$ 1,050.00	\$ 700.00	\$ 380.00	\$ 1,140.00	\$ 760.00	\$ 350.00	\$ 1,050.00	\$ 700
52A	0	30	EA	PSIPE Tilia cordata 'Greenspire' - 2" Cal	\$ 350.00	\$ -	\$ 10,500	\$ 430.00	\$ -	\$ 12,900.00	\$ 350.00	\$ -	\$ 10,500.00	\$ 280.00	\$ -	\$ 8,400.00	\$ 350.00	\$ -	\$ 10,500
53A	6	0	EA	PSIPE Alnus Rubra - 1" Cal	\$ 250.00	\$ 1,500	\$ -	\$ 210.00	\$ 1,260.00	\$ -	\$ 160.00	\$ 960.00	\$ -	\$ 250.00	\$ 1,500.00	\$ -	\$ 160.00	\$ 960.00	\$ -
54A	0	3	EA	PSIPE Thuja plicata 'Virescens' - 6'-8'	\$ 350.00	\$ -	\$ 1,050	\$ 260.00	\$ -	\$ 780.00	\$ 200.00	\$ -	\$ 600.00	\$ 270.00	\$ -	\$ 810.00	\$ 175.00	\$ -	\$ 525
55A	14	84	EA	PSIPE Euonymus alatus 'Compacata' - 5 Gal	\$ 30.00	\$ 420	\$ 2,520	\$ 35.00	\$ 490.00	\$ 2,940.00	\$ 50.00	\$ 700.00	\$ 4,200.00	\$ 53.00	\$ 742.00	\$ 4,452.00	\$ 45.00	\$ 630.00	\$ 3,780
56A	19	0	EA	PSIPE Holodiscus discolor - 5 Gal	\$ 30.00	\$ 570	\$ -	\$ 35.00	\$ 665.00	\$ -	\$ 50.00	\$ 950.00	\$ -	\$ 58.00	\$ 1,102.00	\$ -	\$ 45.00	\$ 855.00	\$ -
57A	11	0	EA	PSIPE Cornus sericea - 3 Gal	\$ 25.00	\$ 275	\$ -	\$ 30.00	\$ 330.00	\$ -	\$ 37.00	\$ 407.00	\$ -	\$ 6.00	\$ 66.00	\$ -	\$ 40.00	\$ 440.00	\$ -
58A	8	128	EA	PSIPE Ilex crenata 'Soft Touch' - 3 Gal	\$ 25.00	\$ 200	\$ 3,200	\$ 42.00	\$ 336.00	\$ 5,376.00	\$ 37.00	\$ 296.00	\$ 4,736.00	\$ 46.00	\$ 368.00	\$ 5,888.00	\$ 40.00	\$ 320.00	\$ 5,120
59A	16	0	EA	PSIPE Mahonia aquifolium - 3 Gal	\$ 25.00	\$ 400	\$ -	\$ 30.00	\$ 480.00	\$ -	\$ 37.00	\$ 592.00	\$ -	\$ 54.00	\$ 864.00	\$ -	\$ 40.00	\$ 640.00	\$ -
60A	14	0	EA	PSIPE Rosa nutkana - 3 Gal	\$ 25.00	\$ 350	\$ -	\$ 30.00	\$ 420.00	\$ -	\$ 37.00	\$ 518.00	\$ -	\$ 54.00	\$ 756.00	\$ -	\$ 40.00	\$ 560.00	\$ -
61A	32	73	EA	PSIPE Euonymus fortunei 'Coloratus' - 1 Gal	\$ 15.00	\$ 480	\$ 1,095	\$ 13.00	\$ 416.00	\$ 949.00	\$ 10.00	\$ 320.00	\$ 730.00	\$ 27.00	\$ 864.00	\$ 1,971.00	\$ 11.00	\$ 352.00	\$ 803
62A	29	777	EA	PSIPE Liriope spicata - 4" Pot	\$ 5.00	\$ 145	\$ 3,885	\$ 5.50	\$ 159.50	\$ 4,273.50	\$ 7.00	\$ 203.00	\$ 5,439.00	\$ 21.00	\$ 609.00	\$ 16,317.00	\$ 7.00	\$ 203.00	\$ 5,439
63A	0.13	0.42	ACRE	Topsoil Type B	\$ 32,650.00	\$ 4,245	\$ 13,713	\$ 28,500.00	\$ 3,705.00	\$ 11,970.00	\$ 26,000.00	\$ 3,380.00	\$ 10,920.00	\$ 27,000.00	\$ 3,510.00	\$ 11,340.00	\$ 10,000.00	\$ 1,300.00	\$ 4,200
64A	0.23	0.33	ACRE	Compost	\$ 12,000.00	\$ 2,760	\$ 3,960	\$ 18,000.00	\$ 4,140.00	\$ 5,940.00	\$ 9,500.00	\$ 2,185.00	\$ 3,135.00	\$ 10,000.00	\$ 2,300.00	\$ 3,300.00	\$ 9,500.00	\$ 2,185.00	\$ 3,135
65A	0.01	0.11	ACRE	Bark Mulch	\$ 19,000.00	\$ 190	\$ 2,090	\$ 18,000.00	\$ 180.00	\$ 1,980.00	\$ 16,000.00	\$ 160.00	\$ 1,760.00	\$ 18,000.00	\$ 180.00	\$ 1,980.00	\$ 15,000.00	\$ 150.00	\$ 1,650
66A	0.10	0.90	LS	Irrigation System	\$ 8,500.00	\$ 850	\$ 7,650	\$ 26,000.00	\$ 2,600.00	\$ 23,400.00	\$ 21,000.00	\$ 2,100.00	\$ 18,900.00	\$ 33,000.00	\$ 3,300.00	\$ 29,700.00	\$ 30,000.00	\$ 3,000.00	\$ 27,000
67A	40	160	LF	Cement Conc. Traffic Curb	\$ 22.00	\$ 880	\$ 3,520	\$ 41.00	\$ 1,640.00	\$ 6,560.00	\$ 30.00	\$ 1,200.00	\$ 4,800.00	\$ 30.00	\$ 1,200.00	\$ 4,800.00	\$ 48.00	\$ 1,920.00	\$ 7,680
68A	167	270	LF	Cement Conc. Traffic Curb and Gutter	\$ 25.00	\$ 4,175	\$ 6,750	\$ 38.00	\$ 6,346.00	\$ 10,260.00	\$ 33.00	\$ 5,511.00	\$ 8,910.00	\$ 32.00	\$ 5,344.00	\$ 8,640.00	\$ 48.00	\$ 8,016.00	\$ 12,960
69A	0	190	LF	Cement Conc. Dual Faced Curb	\$ 25.00	\$ -	\$ 4,750	\$ 47.00	\$ -	\$ 8,930.00	\$ 35.00	\$ -	\$ 6,650.00	\$ 38.00	\$ -	\$ 7,220.00	\$ 48.00	\$ -	\$ 9,120
70A	0	294	LF	Extruded Curb	\$ 20.00	\$ -	\$ 5,880	\$ 15.00	\$ -	\$ 4,410.00	\$ 16.00	\$ -	\$ 4,704.00	\$ 12.00	\$ -	\$ 3,528.00	\$ 17.00	\$ -	\$ 4,998
71A	0	314	LF	Roundabout Truck Apron Cement Conc. Curb & Gutter	\$ 35.00	\$ -	\$ 10,990	\$ 43.00	\$ -	\$ 13,502.00	\$ 35.00	\$ -	\$ 10,990.00	\$ 32.00	\$ -	\$ 10,048.00	\$ 78.00	\$ -	\$ 24,492
72A	493	1,873	LF	Roundabout Cement Conc. Curb & Gutter	\$ 25.00	\$ 12,325	\$ 46,825	\$ 38.00	\$ 18,734.00	\$ 71,174.00	\$ 31.00	\$ 15,283.00	\$ 58,063.00	\$ 32.00	\$ 15,776.00	\$ 59,936.00	\$ 46.00	\$ 22,678.00	\$ 86,158
73A	0	220	LF	Roundabout Central Island Cement Conc. Curb	\$ 80.00	\$ -	\$ 17,600	\$ 40.00	\$ -	\$ 8,800.00	\$ 35.00	\$ -	\$ 7,700.00	\$ 32.00	\$ -	\$ 7,040.00	\$ 190.00	\$ -	\$ 41,800
74A	2	1	EA	Roundabout Splitter Island Nosing Curb	\$ 1,500.00	\$ 3,000	\$ 1,500	\$ 3,300.00	\$ 6,600.00	\$ 3,300.00	\$ 2,400.00	\$ 4,800.00	\$ 2,400.00	\$ 5,600.00	\$ 11,200.00	\$ 5,600.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200
75A	0	2.3	HUND	Raised Pavement Marker Type 1	\$ 400.00	\$ -	\$ 920	\$ 485.00	\$ -	\$ 1,115.50	\$ 500.00	\$ -	\$ 1,150.00	\$ 400.00	\$ -	\$ 920.00	\$ 420.00	\$ -	\$ 966
76A	0.1	0.4	HUND	Raised Pavement Marker Type 2	\$ 850.00	\$ 85	\$ 340	\$ 725.00	\$ 72.50	\$ 290.00	\$ 1,100.00	\$ 110.00	\$ 440.00	\$ 600.00	\$ 60.00	\$ 240.00	\$ 1,000.00	\$ 100.00	\$ 400
77A	0	21	EA	Delineator Post	\$ 45.00	\$ -	\$ 945	\$ 100.00	\$ -	\$ 2,100.00	\$ 110.00	\$ -	\$ 2,310.00	\$ 80.00	\$ -	\$ 1,680.00	\$ 55.00	\$ -	\$ 1,155
78A	1	0	LS	Remove and Reset Existing Fence	\$ 1,000.00	\$ 1,000	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -
79A	0	10	EA	Monument Case, Cover, and Pipe	\$ 750.00	\$ -	\$ 7,500	\$ 350.00	\$ -	\$ 3,500.00	\$ 400.00	\$ -	\$ 4,000.00	\$ 500.00	\$ -	\$ 5,000.00	\$ 400.00	\$ -	\$ 4,000
80A	0	8	EA	Cement Conc. Curb Ramp	\$ 2,000.00	\$ -	\$ 16,000	\$ 3,000.00	\$ -	\$ 24,000.00	\$ 4,100.00	\$ -	\$ 32,800.00	\$ 2,400.00	\$ -	\$ 19,200.00	\$ 4,000.00	\$ -	\$ 32,000
81A	0	151	SF	Detectable Warning Surface	\$ 25.00	\$ -	\$ 3,775	\$ 31.00	\$ -	\$ 4,681.00	\$ 46.00	\$ -	\$ 6,946.00	\$ 29.00	\$ -	\$ 4,379.00	\$ 50.00	\$ -	\$ 7,550
82A	335	1,150	SY	Cement Conc. Sidewalk	\$ 50.00	\$ 16,750	\$ 57,500	\$ 112.00	\$ 37,520.00	\$ 128,800.00	\$ 90.00	\$ 30,150.00	\$ 103,500.00	\$ 84.00	\$ 28,140.00	\$ 96,600.00	\$ 94.00	\$ 31,490.00	\$ 108,100
83A	0.11	0.89	LS	Illumination System	\$ 91,000.00	\$ 10,010	\$ 80,990	\$ 125,000.00	\$ 13,750.00	\$ 111,250.00	\$ 120,000.00	\$ 13,200.00	\$ 106,800.00</						

City OF RIDGEFIELD																					
35th and Pioneer Roundabout																					
Bid Opening Date: Thursday, May 18, 2017																					
Location: City Hall																					
Bid Opening Time: 5PM																					
BID SET CONSTRUCTION COST ESTIMATE					Engineers Estimate					Tapani, Inc. Battleground, WA CCB# TAPANI*883OE			Advanced Excavating Specialists, LLC Longview, WA CCB# ADVANES915LT			Conway Construction Company Ridgefield, WA CCB# COMWACC955PR			Nutter Corporation Vancouver, WA CCB# NUTTEUU088PE		
Item No.	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in bottom line)	Unit	Description	Unit Price	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in bottom line)	Unit Price	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in bottom line)	Unit Price	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in bottom line)	Unit Price	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in bottom line)	Unit Price	Rule 171 Quantity (Tax in Pay Items)	Rule 170 Quantity (Tax in botto line)		
SCHEDULE B - WATER MAIN																					
DIVISION 7 SURFACE DRAINAGE STRUCTURES, STORM SEWERS, AND CONDUITS																					
1B	0	763	LF	Trench Safety System	\$ 2.00	\$ -	\$ 1,526	\$ 3.00	\$ -	\$ 2,289.00	\$ 3.00	\$ -	\$ 2,289.00	\$ 10.00	\$ -	\$ 7,630.00	\$ 2.00	\$ -	\$ 1,526		
2B	0	11	LF	Ductile Iron Pipe For Water Main 6 In. Diam.	\$ 60.00	\$ -	\$ 660	\$ 100.00	\$ -	\$ 1,100.00	\$ 190.00	\$ -	\$ 2,090.00	\$ 120.00	\$ -	\$ 1,320.00	\$ 130.00	\$ -	\$ 1,430		
3B	0	134	LF	Ductile Iron Pipe For Water Main 8 In. Diam.	\$ 65.00	\$ -	\$ 8,710	\$ 75.00	\$ -	\$ 10,050.00	\$ 96.00	\$ -	\$ 12,864.00	\$ 80.00	\$ -	\$ 10,720.00	\$ 75.00	\$ -	\$ 10,050		
4B	0	618	LF	Ductile Iron Pipe For Water Main 12 In. Diam.	\$ 80.00	\$ -	\$ 49,440	\$ 90.00	\$ -	\$ 55,620.00	\$ 143.00	\$ -	\$ 88,374.00	\$ 140.00	\$ -	\$ 86,520.00	\$ 130.00	\$ -	\$ 80,340		
5B	0	5	EA	Connect to Existing Water Main	\$ 1,000.00	\$ -	\$ 5,000	\$ 2,000.00	\$ -	\$ 10,000.00	\$ 3,900.00	\$ -	\$ 19,500.00	\$ 800.00	\$ -	\$ 4,000.00	\$ 1,800.00	\$ -	\$ 9,000		
6B	0	6	EA	Gate Valve 12 In.	\$ 1,000.00	\$ -	\$ 6,000	\$ 2,000.00	\$ -	\$ 12,000.00	\$ 1,700.00	\$ -	\$ 10,200.00	\$ 3,900.00	\$ -	\$ 23,400.00	\$ 2,100.00	\$ -	\$ 12,600		
7B	0	5	EA	Adjust Valve Box	\$ 300.00	\$ -	\$ 1,500	\$ 150.00	\$ -	\$ 750.00	\$ 150.00	\$ -	\$ 750.00	\$ 100.00	\$ -	\$ 500.00	\$ 100.00	\$ -	\$ 500		
8B	0	1	EA	Hydrant Assembly	\$ 5,000.00	\$ -	\$ 5,000	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 4,400.00	\$ -	\$ 4,400		
9B	0	1	EA	Service Connection 1 In. Diam.	\$ 3,000.00	\$ -	\$ 3,000	\$ 1,700.00	\$ -	\$ 1,700.00	\$ 1,450.00	\$ -	\$ 1,450.00	\$ 1,700.00	\$ -	\$ 1,700.00	\$ 1,300.00	\$ -	\$ 1,300		
10B	0	1	EA	Adjust Meter and Box	\$ 500.00	\$ -	\$ 500	\$ 350.00	\$ -	\$ 350.00	\$ 100.00	\$ -	\$ 100.00	\$ 500.00	\$ -	\$ 500.00	\$ 100.00	\$ -	\$ 100		
Subtotal					\$ -	\$ 79,000	\$ -	\$ 98,859.00	\$ -	\$ 142,117.00	\$ -	\$ 146,290.00	\$ -	\$ 121,246							
Tax (8.4%)					\$ -	\$ 7,000	\$ -	\$ 8,304.16	\$ -	\$ 11,937.83	\$ -	\$ 12,288.36	\$ -	\$ 10,184							
Schedule B Total					\$ -	\$ 86,000	\$ -	\$ 107,163.16	\$ -	\$ 154,054.83	\$ -	\$ 158,578.36	\$ -	\$ 131,430							
SCHEDULE C - SANITARY SEWER																					
DIVISION 7 SURFACE DRAINAGE STRUCTURES, STORM SEWERS, AND CONDUITS																					
1C	0	1	LS	Mobilization (8%)	\$ 4,000.00	\$ -	\$ 4,000	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 5,000.00	\$ -	\$ 5,000		
2C	0	1	LS	Roadway Surveying	\$ 2,000.00	\$ -	\$ 2,000	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 1,500.00	\$ -	\$ 1,500		
3C	0	32	HR	Flaggers	\$ 60.00	\$ -	\$ 1,920	\$ 71.00	\$ -	\$ 2,272.00	\$ 100.00	\$ -	\$ 3,200.00	\$ 53.00	\$ -	\$ 1,696.00	\$ 59.00	\$ -	\$ 1,888		
4C	0	565	LF	Trench Safety System	\$ 2.00	\$ -	\$ 1,130	\$ 3.00	\$ -	\$ 1,695.00	\$ 5.00	\$ -	\$ 2,825.00	\$ 10.00	\$ -	\$ 5,650.00	\$ 3.00	\$ -	\$ 1,695		
5C	0	565	LF	PVC C-900 Sanitary Pressure Main 12 In. Diam.	\$ 70.00	\$ -	\$ 39,550	\$ 90.00	\$ -	\$ 50,850.00	\$ 135.00	\$ -	\$ 76,275.00	\$ 180.00	\$ -	\$ 101,700.00	\$ 80.00	\$ -	\$ 45,200		
6C	0	1	EA	Locate Station	\$ 500.00	\$ -	\$ 500	\$ 700.00	\$ -	\$ 700.00	\$ 550.00	\$ -	\$ 550.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 3,000.00	\$ -	\$ 3,000		
7C	0	1	EA	Cleanout 8 In. Diam.	\$ 500.00	\$ -	\$ 500	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 950.00	\$ -	\$ 950.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 900.00	\$ -	\$ 900		
Subtotal					\$ -	\$ 50,000	\$ -	\$ 60,517.00	\$ -	\$ 90,800.00	\$ -	\$ 125,546.00	\$ -	\$ 59,183							
Tax (8.4%)					\$ -	\$ 5,000	\$ -	\$ 5,083.43	\$ -	\$ 7,627.20	\$ -	\$ 10,545.86	\$ -	\$ 4,971							
Schedule C Total					\$ -	\$ 55,000	\$ -	\$ 65,600.43	\$ -	\$ 98,427.20	\$ -	\$ 136,091.86	\$ -	\$ 64,154							
Total (Sum of Schedule A + B + C)					\$ -	\$ 2,015,000	\$ -	\$ 2,495,234.72	\$ -	\$ 2,373,911.06	\$ -	\$ 2,866,639.93	\$ -	\$ 2,591,341							
Contingency (5%)					\$ -	\$ 101,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Construction Total (Sum of Schedule A + B + C + Contingency)					\$ -	\$ 2,116,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Attachment: 35th and Pioneer Roundabout Bid Tabs (1322 : Award of 35Th Ave Construction Contract)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 08, 2017

ITEM: PUBLIC HEARING/BUSINESS

AGENDA ITEM TITLE: AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON
Amending Chapters Within Title 18 of the Ridgefield Municipal
Code AMENDING CHAPTERs 18.710 (SIGNS).

GOVERNING LEGISLATION:

R.C.W. 36.70A

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

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

The Planning Commission conducted a public hearing on November 2, 2016 and extensively discussed several aspects of the proposed code section. One point of discussion was temporary signage. The Planning Commission ultimately recommended temporary signage be permitted for 60 days.

Following the Planning Commission meeting staff engaged in discussions with community groups and others interested in regulation of signage in the Ridgefield community and incorporated some suggestions to improve the regulation proposal to match to unique needs of Ridgefield.

BUDGET/FINANCIAL IMPACTS:

None

RECOMMENDED ACTION OR MOTION:

None. This is the first reading, second reading of the Ordinance is scheduled before Council on June 22, 2017.

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: 18.710 Signs_V.3 (DOCX)

ORDINANCE NO. 1227**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING CHAPTERS WITHIN TITLE 18 OF THE RIDGEFIELD MUNICIPAL CODE AMENDING CHAPTERS 18.710 (SIGNS).**

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

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

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

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

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

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

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

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

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

WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the amendments to Title 18 during a regularly scheduled City Council meeting held on June 8, 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 June 22, 2017;

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

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

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

Amends Title 18, Chapter: 18.710, Signs.

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 22nd DAY OF JUNE, 2017.

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Basarab,
Deputy City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: June 8, 2017

Second Reading/Passage: June 22, 2017

Date of Publication:

Effective Date:

EXHIBIT A:

Amendments of Title 18 of the Ridgefield Municipal Code

18.710 Signs

Section 18.710.010 Intent and Purpose.

A. Intent. Signs have a strong visual impact on the character and quality of the community. As a prominent part of the scenery, they attract or repel the viewing public, affect the safety of vehicular traffic, and their suitability or appropriateness helps to set the tone for the neighborhood. The City relies upon its scenery and physical beauty to attract commerce, aesthetic considerations assume economic value. It is the intent of the City, through this Chapter, to protect and enhance the City's historic and residential character and its economic base through the provision of appropriate and aesthetic signage. In addition, it is the intent of the City to limit the size, type and location of signs in order to minimize their distracting effect on drivers and thereby improve traffic safety.

B. Purpose. The purpose of this Chapter is to promote the public health, safety and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral and nondiscriminatory sign standards and requirements. This Chapter has also been adopted to:

1. Promote and accomplish the goals, policies and objectives of the City's Comprehensive Plan and Zoning Code;
2. To provide minimum standards in order to safeguard life, health, property and public welfare, and promote traffic safety by controlling the design, quality of materials, construction, illumination, size, location and maintenance of sign and sign structures;
3. Recognize free speech rights by regulating signs in a content-neutral manner;
4. Promote the free flow of traffic and protect pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting and/or illegible signage;
5. Protect the beauty of the City's built environment by encouraging signs that are compatible with the architectural style, characteristics and scale of the building to which it may be attached, and to encourage signs that are compatible with adjacent buildings and businesses;
6. Protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape;
7. Provide consistent sign design standards;
8. Protect encourage creative and innovative approaches to signage, and signs that are of a quality design, pleasing in appearance and are appropriate in size, materials and illumination to the surrounding neighborhood;
9. Provide an improved visual environment for the citizens of and visitors to the City;

10. Adopt clear, understandable regulations which enable the fair and consistent enforcement of this Chapter; and

11. Address emerging trends in digital and electronic sign technologies and provide regulations that facilitate use of such technologies while ensuring protection of motorists and pedestrians from the hazards of glare, startling bursts of light, and use of virtual movement and animation intended to attract driver attention, to hold driver gaze, and/or to otherwise distract drivers from the safe operation of their vehicles. Protect neighborhoods, surrounding development and the night sky from the nuisance factors associated with such glare, movement and animation of digital and electronic signs.

Section 18.710.020 Applicability and Interpretations.

A. This Chapter applies to all signs as defined in Section 18.710.290 (Definitions), within the City which are visible or audible from any street, sidewalk or public place, regardless of the type or nature.

B. This Chapter is not intended to, and shall not be interpreted to, restrict speech on the basis of its content, viewpoint, or message. Any classification of signs in this Chapter which purports to permit speech by reason of the type of sign, identity of the sign user or otherwise, shall be interpreted to allow commercial or non-commercial speech on the sign. No part of this Chapter shall be construed to favor commercial speech over non-commercial speech. To the extent that any provision of this Chapter is ambiguous, the term shall be interpreted not to regulate speech on the basis of the content of the message.

Section 18.710.030 Exemptions. The following signs or activities relating to signs are exempt from the permitting requirements of this Chapter.

A. Changes to the face or copy of changeable copy signs, digital signs, electronic messaging signs, provided such changes do not change the material or appearance of the sign as originally permitted by the City.

B. The normal repair and maintenance of conforming or legal nonconforming signs.

C. Temporary signs on private property or public property, meeting the requirements in Section 18.710.270 (Temporary Signs).

D. Building identification numbers as required pursuant to R.M.C. 14.60.020 or any other City or State regulation.

E. Governmental signs. Signs installed by the City, County, or a federal or State governmental agency for the protection of the public health, safety and general welfare, including, but not limited to, the following:

1. Emergency and warning signs necessary for public safety or civil defense;
2. Traffic and/or wayfinding signs erected and maintained by an authorized public agency;

- 3. Signs required to be displayed by law;
 - 4. Signs showing the location of public facilities; and
 - 5. Any sign, posting, notice, or similar sign placed by or required by a governmental agency in carrying out its responsibility to protect the public health, safety and general welfare.
- F. Flags. Any flags, provided that they conform to all provisions of this chapter for signs.
- G. Certain stone or cement plaques and cornerstones with engraved or cast text or symbols and permanently embedded in the building's foundation or masonry siding materials, provided that none of these exceed four (4) square feet in area.
- H. Interior signs. Signs or displays located entirely inside of a building and located at least three (3) feet away from transparent doors and windows.
- I. Non-visible signs. Signs and associated sign support structures not visible or audible beyond the boundaries of the lot or parcel upon which they are located, or from any public right-of-way.
- J. Vehicle with signs. Any sign on a vehicle, unless such vehicle is parked or stationed near an activity for the primary purpose of attracting public attention to such activity, unless such vehicle or mobile unit is regularly parked in any prominently visible location for the primary purpose of attracting public attention to the sign.
- K. Temporary signs in windows. Any temporary sign taped or otherwise affixed to the inside of a window, in such a manner as to be easily removed, provided that the total area of such sign in any one window does not exceed the size limitations in Section 18.710.280 (Window Signs) and Section 18.710.270 (Temporary Signs).
- L. Bench signs. Any outdoor bench or furniture with any signs other than plaques one square foot or less in area.
- M. Privately-maintained traffic control signs in a subdivision with private roads, or signs in a parking lot.

Section 18.710.040 Prohibited Signs. No person shall erect, alter, maintain or relocate any of the following signs in the City.

- A. Animated signs. Rotating or revolving signs, or signs where all or a portion of the sign moves in some manner. This includes any sign animated by any means, including fixed aerial displays, balloons, pennants, spinners, propellers, whirling, or similar devices designed to flutter, rotate or display other movement under the influence of the wind, including flag canopies not otherwise allowed in Section 18.710.160 (Awning or Canopy Signs), streamers, tubes, or other devices affected by the movement of air or other atmospheric or mechanical means. This does not include historic signs and historic replica signs where the applicant is able to prove, through documentation or other evidence, that the original historic sign produced the same motion/movement and is proposed in the same location.

- B. Rotating signs. Any sign in which the sign body or any portion rotates, moves up and down, or any other type of action involving a change in position of the sign body or any portion of the sign, whether by mechanical or any other means.
- C. Nuisance signs. Any signs which emit smoke, visible particles, odors and sound, except that speakers in drive-through facilities shall be permitted.
- D. Bench or furniture signs greater than one (1) square foot in area.
- E. Flashing signs or lights. A sign that contains an intermittent or flashing light source, or a sign that includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source. Flashing light sources are prohibited. Signs with an exposed light source, exceeding the equivalent of 25-watts per lamp, including clear light bulbs which do not flash on a theater marquee except for neon incorporated into the design of the sign, are also prohibited. Electronic message center signs and digital signs are allowed under the provisions of Sections 18.710.190 (Digital Signs) and 18.710.200 (Electronic Message Center Signs).
- F. Hazardous signs. Any sign that constitutes a traffic hazard or detriment to traffic safety by reason of its size, location, movement or method of illumination, or by obstructing the vision of drivers, or by distracting from the visibility of an official traffic control device by diverting or tending to divert the attention of drivers or moving vehicles from traffic movements on streets, roads, intersections or access facilities. No sign shall be erected so that it obstructs the vision of pedestrians or by glare or method of illumination constitutes a hazard to pedestrians or traffic. No sign may interfere with, mislead or confuse traffic.
- G. No sign may impede free ingress and egress from any door, window or exit way required by building and fire regulations.
- H. Permanent signs on vacant lots, parcels or easements. No permanent sign shall be located on a vacant lot, parcel or easement. No permanent sign shall be located on a lot, parcel or easement as the principal use of that lot, parcel or easement. Signs may only be established as an accessory use to a principally permitted use.
- I. Portable signs on wheels (trailer signs), changeable copy portable signs and illuminated portable signs.
- J. Abandoned signs.
- K. Signs on utility poles, fences, on poles or trees.
- L. Off-site controlled signs. Any sign that is programmed and/or controlled off-site.

Section 18.710.050 Sign permits.

A. Permit Required. No person shall erect, alter or relocate any sign requiring a permit under this Chapter without first submitting a sign permit application and receiving approval of the sign permit from the City, unless the sign is identified as exempt under Section 18.710.030 (Exemptions). Some sign types may be regulated under other codes adopted by the City, which may require additional permits that are subject to additional regulations, including, but not limited to, the Building Code (Title 14) and Right-of-Way Use Permits (chapter 12.15). Signs for which permits are not required shall nonetheless comply with all applicable provisions of this Chapter.

B. Review Procedures. The following steps shall be followed in the processing of sign permit applications:

1. Determination of Complete application (Section 18.310.040)
2. Determination of Consistency (Section 18.310.050)
3. Notice of Decision by Director (Section 18.310.060)
4. Administrative Appeal – if any (open record hearing, Section 18.310.100)

C. Application Requirements. A complete sign permit application shall consist of the following:

1. Application form. A completed sign permit application, including the applicant's name, address, phone number, and e-mail address. If the applicant is not the property owner, then the property owner must be identified, and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign permit application and for the installation/posting of the sign on the property owner's property.

2. Other permit applications. A completed building permit application, if required under the City's Building Code; a completed Right of Way Use permit application, if required under chapter 12.15; a completed Special Event permit application, if required under chapter 5.40.

3. Building elevation/site plan. Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the locations and size of existing signs on the building, the location and size of new signs proposed on the building, the dimensions of the wall plane upon which the signs will be placed, and drawings or photographs which show the scale of the sign in relation to surrounding doors, windows and other architectural features. Free-standing signs require a site plan indicating the proposed sign location as it relates to property lines, surrounding landscaping, adjacent streets, driveways and adjacent buildings.

4. Detailed description of sign. A scaled colored rendering or drawing of the sign and its associated support structure, including dimensions of all sign faces, and descriptions of materials to be used on the sign and associated trim caps, fixtures, and support structure; description of the sign face illumination and methods used to ensure that only text, graphics and logo shields are internally illuminated.

5. Scaled installation drawing. A scaled drawing that includes the sign description, proposed materials, size, weight, manner of construction and method of attachment, including all hardware necessary for proper sign installation, and, if applicable, foundation design.

6. Lighting. A drawing indicating the location and fixture type of all exterior lighting for the proposed signs. The drawing shall specify wattage and lamp type to ensure compatibility with the lighting standards in Section 18.710.100.

7. Fees. Payment of the appropriate sign permit fee (and all other fees, such as building permit and/or electrical permit fees).

D. Criteria for Approval.

1. Sign permit applications shall be reviewed by the Community Development Director for consistency with the standards in this Chapter, according to sign type and other applicable regulations. A sign permit shall not issue unless the Director makes written findings and conclusions that the criteria applicable to each sign type, as well as the general standards in this Chapter, are satisfied. Building permit applications associated with signs shall be reviewed by the Building Official for consistency with the Building Code. If the sign uses electrical wiring and connections, a licensed electrician must submit a copy of the electrical permit application to the Community Development Department, with the original submitted for approval to the State of Washington. If the sign requires a Right-of-Way Use or Special Event permit, the application shall be submitted with the sign permit application for review by the Public Works Director.

2. A sign permit shall not issue unless the Director makes findings that the criteria applicable to each sign type in this Chapter are satisfied, and further, that the sign does not exceed the limits in this subsection for the business or use set forth below:

(a) Calculation of Maximum Size Allowance. The maximum total aggregate sign area of all signs permitted for a business or use shall not exceed one (1) square foot of sign area for each one (1) foot of principal building frontage occupied by such business or use. In addition, one square foot of sign area for each two hundred (200) square feet of gross floor area occupied by such business may be included in the calculation of the total area permitted. The total aggregate sign area is the combined total display area of all types of signs located on the premises measured in square feet, but not including exempt or temporary signs.

(b) Building Setback from Street. The tenants of a building which is set back one hundred (100) feet or more from the street may increase the wall sign area otherwise permitted to face such street by twenty-five (25) percent, provided that the total sign area on any one building frontage still does not exceed two hundred (200) square feet.

(c) **Buildings with More than One Frontage.** Any business which has more than one building frontage may have one hundred fifty (150) percent of the sign surface area permitted on the principal frontage by the provisions of subsection 18.710.050(D)(2)(a). The permitted sign surface area may be distributed in any manner on the front and adjacent sides of the building which have frontage subject to the placement limitations of subsection 18.710.050(D)(3), but in no event shall the sign surface area on any building façade exceed one hundred (100) percent of the sign surface area permitted by subsection 18.710.050(D)(2)(a). Building frontage opposite the principal frontage may have additional sign area calculated in the same manner and subject to the same size and placement regulations as for the principal frontage, as long as two adjacent frontages do not exceed one hundred fifty (150) percent of the permitted sign surface area.

3. **Other criteria for approval.** In addition to the above, the Director shall make written findings that the sign meets all of the criteria in this Chapter for sign placement, maximum height, location on the property, zone, etc.

E. **Notice of Final Decision.** A Notice of Decision incorporating the decision on the sign permit application shall issue not more than 120 days after issuance of the Determination of Completeness. This deadline shall not apply if a Right-of-Way Use permit or Special Event permit is required.

F. **Expiration of Sign Permit.** Once the sign permit for the sign issues, the sign must be installed within 180 days or the sign permit will expire. Building permits and street Right-of-Way Use permits shall expire in accordance with other applicable code provisions. No sign may be erected if the sign permit has expired, even if the associated building permit and/or street Right-of-Way Use permit has not expired.

Section 18.710.060 Sign Variances.

A. **Approval Required.** A variance may be granted from the strict application of the regulations in this Chapter which apply to: (a) sign placement on a parcel or building frontage; (b) sign area; or (3) sign height, as regulated in this Chapter. A variance may not be granted to allow any prohibited signs or prohibited sign features, as described in Section 18.710.040, or for any other purpose not listed in this subsection A. Modifications of (a) (b) or (c) above up to 20% of the numerical standard shall be reviewed as an Administrative Adjustment (18.350.020). Requests for modification to (a) (b) or (c) of more than 20% of a numerical standard shall be reviewed as a Variance (18.350.040)

B. **Need for Sign Permit, Consolidation of Processing.** A sign variance application may be submitted before or concurrent with the associated sign permit application. No sign permit application requiring a variance for issuance will be processed without a sign variance application unless the applicant specifically requests that the application be processed without a variance.

C. **Review Procedures.** The following steps shall be followed in the processing of sign variance applications:

1. **Determination of Complete Application (Section 18.310.040)**

2. Determination of Consistency (Section 18.310.050)
3. Notice of Decision by Director (Section 18.310.060)
4. Administrative Appeal, if any (open record hearing, Section 18.310.100)

D. First Amendment Exception/Variance. Where an applicant can demonstrate that the strict application of the regulations in this Chapter would violate his/her First Amendment rights, the City may grant a variance that does not conform to all of the variance criteria. However, the applicant shall submit an application which provides his/her response to each of the variance criteria. The City need not make findings that all of the variance criteria have been satisfied, but if not all criteria have not been satisfied, the variance may only be granted to the extent reasonably necessary to protect the applicant's First Amendment rights. If a First Amendment Exception is granted, it shall be treated as an approval of a variance for purposes of this Chapter.

E. Notice of Final Decision. A Notice of Decision incorporating the decision on the variance application shall issue not more than 120 days after issuance of the Determination of Complete Application.

Section 18.710.070 Nonconforming signs, Maintenance, Removal and Enforcement.

A. Nonconforming signs. Any lawful nonconforming sign may be continued, as long as it is maintained only in the manner and to the extent that it existed at the time it became nonconforming. Illegal signs shall not be considered nonconforming signs. Nonconforming signs are subject to the provisions of chapter 18.340 (Nonconforming Uses).

B. Maintenance. It is unlawful for any owner of record, lessor, lessee, manager or other person having lawful possession or control over a building, structure or parcel of land to fail to maintain any signs on the building, structure or parcel in compliance with this Chapter and the Development Code. Failure to maintain a sign constitutes a violation of this Chapter, and shall be subject to enforcement under the provisions of Title 9 and/or Title 15.

1. Sign maintenance. All signs, whether or not in existence prior to adoption of this Chapter, shall be maintained. Maintenance of a sign shall include periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to comply with the requirements and contents of the sign permit issued for its installation and provisions of this Chapter.

2. Landscape maintenance. Required landscaped areas associated with an approved sign shall receive regular repair and maintenance. Plant materials that do not survive after installation in required landscape areas are required to be replaced within six (6) months of the plant's demise or within the next planting season, whichever event first occurs.

C. Removal. Any vacant and/or unused sign support structures, angle irons, sign poles or other remnants of old signs which are currently not in use, or are not proposed for immediate reuse by a sign permit application for a permitted sign, shall be removed. In addition to the remedies in the Municipal Code chapter 15.24, the Director shall have the authority to require the repair, maintenance or removal of any sign or sign structure which has become dilapidated or represents a hazard to the safety, health or welfare of the public, at the cost of the sign and/or property owner.

D. Enforcement. Violations of the provisions of this Chapter shall be enforced according to chapter 15 and chapter 18 of the Ridgefield Municipal Code.

Section 18.710.090 Sign illumination.

A. General. No temporary sign may be illuminated. No sign located in a residential zone may be illuminated, except that on parcels two (2) acres in size or greater, signs may be halo illuminated or illuminated as necessary for allowable digital signs. Permanent signs allowed by this Chapter may be non-illuminated, or illuminated by internal light fixtures, halo illuminated, or have external indirect illumination, unless otherwise specified. All illuminated signs shall comply with the time limitations of subsection 18.710.090(D) below.

B. Externally illuminated signs.

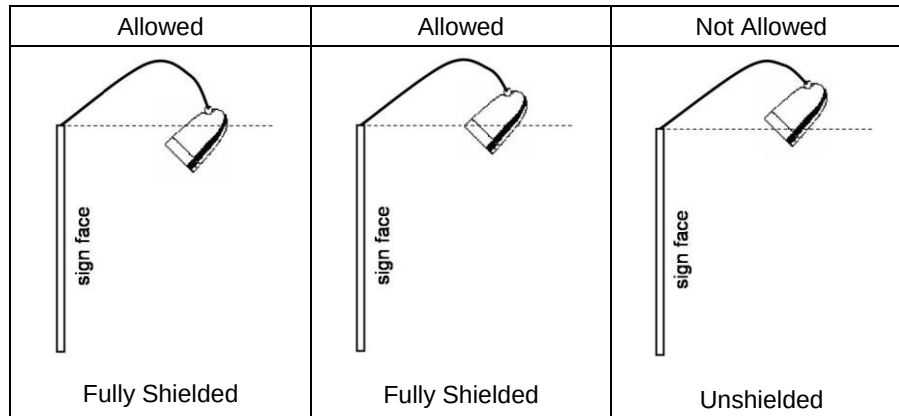
1. Except as provided in this Subsection, externally illuminated signs shall be illuminated only with steady, stationary, fully shielded light sources directed solely onto the sign without causing glare. Light shielding shall ensure that the lamp or light source is not visible beyond the premises and shall further ensure that the light is contained within the sign face.

2. A light fixture mounted above the sign face may be installed with its bottom opening tilted toward the sign face, provided:

(a) The bottom opening of the light fixture is flat (*i.e.*, it could be covered by a flat board allowing no light to escape); and

(b) The uppermost portion of the fixture's opening is located no higher than the top of the sign face, as shown in Figure 1 below. Light fixtures aimed and installed in this fashion shall be considered fully shielded.

Figure 1



C. Internally illuminated signs.

1. Internally illuminated signs shall be constructed with an opaque sign face background with translucent text, symbols and/or logo shields. If the sign owner desires to have the entire sign face visible at night, an external light source may be used to illuminate the sign, subject to the illumination standards in this Chapter.

2. In no case may an internally illuminated sign, a digital sign or an electronic message center sign exceed a light output of 50 nits in a residential zone or 100 nits in a non-residential zone during nighttime hours.

3. Neon sign lighting is allowed in non-residential zones only and shall not exceed 100 nits per sign face. Neon signs with solid backgrounds are not allowed in windows in order to ensure maximum light and visibility through windows. An example of a neon sign is shown in Figure 2 below.

4. Illuminated signs are prohibited in any residential zone (RLD 4, 6, or 8 and RMD 16) and in any Community Neighborhood Business (CNB) zone.

Commented [JN1]: RBA Comment.

Figure 2



D. Time limitations. All illuminated signs over three (3) square feet in area shall be turned off by 11:00 p.m., or when the business closes, whichever is later. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers.

Section 18.710.100. Sign Materials.

A. Temporary signs. The construction of temporary signs is limited to the materials described in the definition of “temporary sign,” (Section 18.710.290, Definitions). In addition, the temporary sign must also conform to the requirements of this Chapter, including, but not limited to Section 18.710.270 (Temporary signs).

B. Permanent signs. Permanent signs must be manufactured of durable materials that withstand the effects of water and wind. The following additional requirements apply to any permanent signs larger than thirty (30) square feet, except for window signs located inside glass:

1. Paper-faced sign, including vinyl-coated paper and those applied with adhesives, are not allowed. Canvas or vinyl signs must be made of minimum twenty (20) oz. materials with polymeric plasticizers for durability.

2. Sign faces made of canvas, fabric, vinyl or similar pliable materials that are attached to permanent sign structures must be mounted behind a perimeter frame or trim cap so that the edges of the sign face are not exposed, except that flags made of 100% spun polyester are exempt from this requirement.

Figure 3

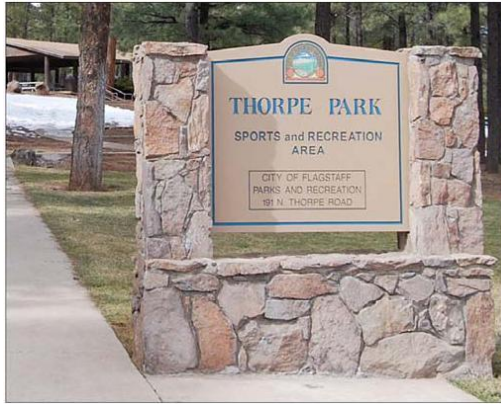


Figure 4

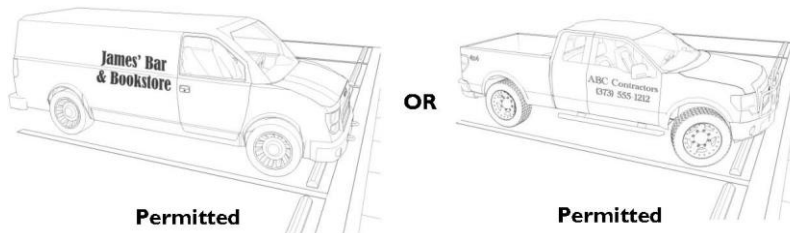


Section 18.710.110. Sign Placement and Location Restrictions.

A. City right-of-way. No sign may be placed within the Roadway portion of the City Right-of-Way (*see*, Section 18.710.270(F) for restrictions on temporary signs outside of the Roadway) except as otherwise permitted with a City Right-of-Way use or Special Event permit. No permanent sign may be placed within the Right-of-Way except as otherwise permitted with a City Right-of-Way Use Permit.

B. Attached to vehicles on private premises. No sign may be mounted, attached or painted on a trailer, boat or motor vehicle, which is parked, stored or displayed conspicuously on private premises in a manner intended to attract the attention of the public. (This excludes signs that are permanently painted or wrapped on the surface of the vehicle, or adhesive vinyl film affixed to the interior or exterior surface of a vehicle window, or signs magnetically attached to motor vehicles or rolling stock that are actively used in the daily conduct of business. However, such vehicles shall be operable and parked in a lawful or authorized manner.)

Figure 5



C. Attached to other fixtures. No sign may be painted, attached or mounted on fuel tanks, storage containers and/or solid waste receptacles or their enclosures, except for information required by law.

D. Freeway-oriented signs. Freeway-oriented signs are prohibited, except in the following instances:

1. Building mounted wall signs (Section 18.710.170), window signs (Section 18.710.280) and temporary signs (Section 18.710.280) as otherwise allowed by this Chapter may face the freeway if:

(a) they are installed by a business that has its primary customer entrance facing the freeway; and

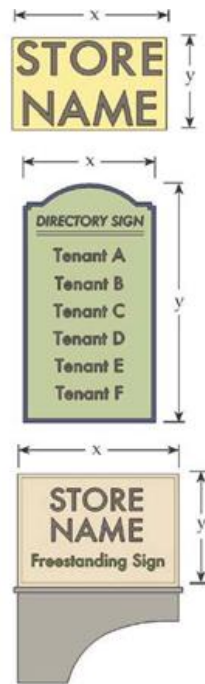
(b) the wall, window or temporary sign also faces an intervening parking lot or frontage road that serves the business.

2. Free-standing signs as otherwise allowed by this Chapter are allowed for businesses located on and facing frontage roads along freeways, even if such signs are incidentally visible from the freeway.

Section 18.710.120 Sign Area Measurements. Sign area for all sign types is measured as follows:

A. Background panel or surface. Sign copy mounted, affixed or painted on a background panel or surface distinctively painted, textured or constructed as a background for the sign copy, is measured as that area contained within the smallest rectangle, parallelogram, triangle, or circle that will enclose the sign copy and the background, as shown in Figure 6.

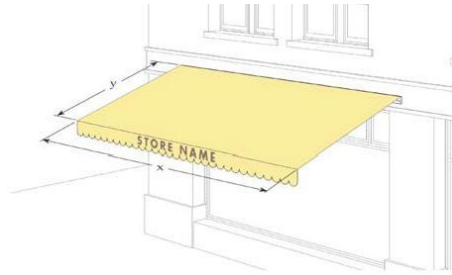
Figure 6



B. Individual letters or graphics. Sign copy mounted as individual letters or graphics against a wall, fascia, mansard or parapet of a building or surface of another structure, that has not been painted, textured or otherwise altered to provide a distinctive background for the sign copy, is measured as the sum of the smallest square, rectangle, parallelogram, triangle or circle that will enclose each word, sentence and complete message, and each graphic in the sign.

C. Illuminated surface. Sign copy mounted, affixed or painted on an illuminated surface or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element, which contains sign copy, as shown in Figure 7. Such elements may include, but are not limited to, illuminated canopy fascia signs and/or interior illuminated awnings.

Figure 7



D. Backlit translucent panels. Backlit translucent panels and spandrels, with or without text or graphics, are measured as the area of the height and width of any internally illuminated translucent panel or spandrel, including the side panels if the structure or spandrel is greater than six (6) inches in width.

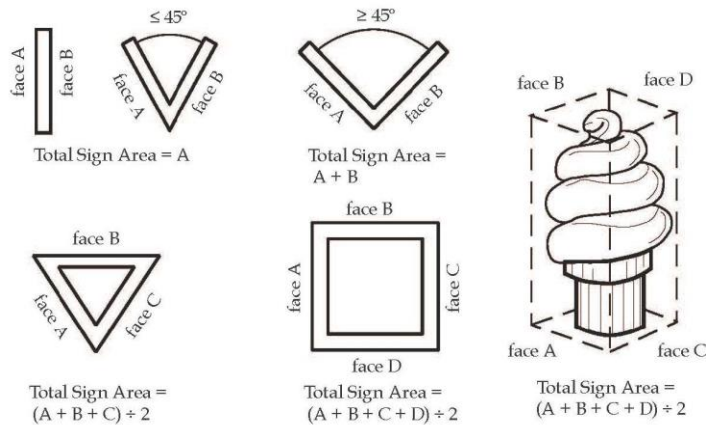
E. Multi-face signs. Multi-face signs, as shown in Figure 8, are measured as follows:

1. Two face signs: If the interior angle between the two sign faces is forty-five (45) degrees or less, the sign area is of one sign face only. If the angle between the two sign faces is greater than forty-five (45) degrees, the sign area is the sum of the areas of the two sign faces.

2. Three or four face signs: The sign area is fifty (50) percent of the sum of the areas of all sign faces.

3. Spherical, free-form, sculptural or other non-planar sign area is measured as fifty (50) percent of the sum of the areas using only the four (4) vertical sides of the smallest four (4) – sided polyhedron that will encompass the sign structure, as show in Figure 8 below. Signs with greater than four polyhedron faces are prohibited.

Figure 8

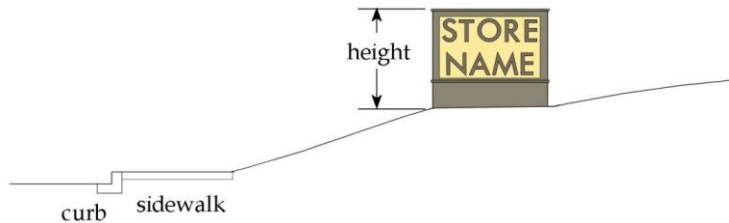


Section 18.710.130 Sign height measurement. Sign height is measured as follows:

A. Freestanding signs. Sign height is measured as the vertical distance from natural grade at the base of a sign to the top of the sign, including the sign support structure; except that signs within twenty-five (25) feet of an adjacent road may be measured as follows:

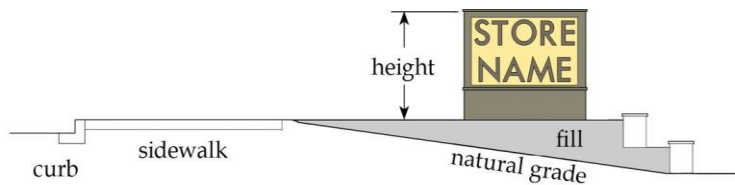
1. If natural grade at the base of a sign is higher than the grade of the adjacent road, sign height shall be measured from the base of the sign as shown in Figure 9.

Figure 9



2. If natural grade at the base of the sign is lower than the grade of an adjacent road, the height of the sign shall be measured from the top of curb or road-grade elevation, provided that fill is placed between the curb and the sign and extends at least five (5) feet beyond the base of the sign in all directions, as shown in Figure 10.

Figure 10



Section 18.710.140 Sign Structure and Installation.

- A. Support elements. Any angle iron, bracing, guy wires or similar features used to support a sign shall not be visible.
- B. Electrical service. When electrical service is provided to freestanding signs or landscape wall signs, all such electrical service is required to be underground and concealed. Electrical service to building mounted wall signs, including conduit, housings and wire, shall be concealed or, when necessary, painted to match the surface of the structure upon which they are mounted. A building permit (electrical) must be issued prior to the installation of any new signs requiring electrical service.
- C. Raceway cabinets. Raceway cabinets, where used as an element of building mounted wall signs, shall match the building color at the location of the building where the sign is located. Where a raceway cabinet provides a contrast background to sign copy, the colored area is considered part of the sign face and is counted in the aggregate sign area permitted for the site or business. Examples of raceway cabinets are shown in Figure 11.

Figure 11



- D. Limitation on attachments and secondary uses. All permitted sign structures and their associated landscape areas shall be kept free of supplemental attachments or secondary uses including, but not limited to, supplemental signs not part of a permitted sign, light fixture, newspaper distribution racks or trash container. The use of sign structures and associated landscape areas as bicycle racks or support structures for outdoor signs is prohibited.

Section 18.710.150 Accessory Signs. No permit shall issue for an accessory sign which does not comply with the following standards:

- A. Number. A maximum of one (1) sign at each vehicle point of entry or egress, not to exceed four (4) accessory signs per parcel.
- B. Location. Flexible, provided that the number of signs in Subsection A is not exceeded, and provided that the signs comply with setback standards for freestanding signs in 18.710.210.
- C. Zones. Not allowed in residential zones.
- D. Design. Non-illuminated or internal illumination only. Any accessory sign with electronic display must conform to all EMC and/or digital sign standards in Section 18.710.190 (Digital signs) or 18.710.200 (EMC signs).
- E. Size. Maximum sign area: three (3) square feet per face; may be double-sided.
- F. Height: Mounting height:
 - 1. Building Mounted Wall sign (Section 18.710.170): Maximum of eight (8) feet; must be flat against a wall of the building.
 - 2. Freestanding sign (Section 18.710.210): Maximum of three (3) feet from grade.

Figure 12



G. Drive-Through Large Accessory Signs. In addition to the accessory signs allowed for vehicle points of entry and in addition to free-standing signs otherwise allowed under Section 18.710.210, large accessory signs are allowed for each point of entry to a drive-up window, subject to the following standards:

1. Maximum sign area per drive-up point of entry: forty-five (45) square feet.
2. Maximum sign size: thirty (30) square feet.
3. Maximum sign height: Five (5) feet, six (6) inches, including the associated sign structure.
4. Orientation: Large accessory signs must be oriented so that the sign face is not visible from the view of the street or public-right-of way.
5. Screening: All sides of large accessory signs must be screened from the view of the street or public right-of-way with landscaping or walls of brick, stone or siding materials that match the principal walls of the building to which the sign applies. If landscaping is used for screening, it must provide full screening at maturity and must be large enough at planting to provide at least seventy (70) percent screening of the sign.
6. Audio. No sound or amplification may be emitted that is audible beyond the site.

Section 18.710.160 Awning or Canopy Signs. No permit shall issue for an awning or canopy sign which does not comply with the following standards:

- A. Number. One (1) awning or canopy sign is allowed for each primary entrance to a building or tenant space. In addition, one (1) awning or canopy sign may be allowed on a secondary entrance which faces a public street or on-site parking area. (As used in this subsection, “street” shall include freeways, but exclude alleys and service ways.) The awning/canopy sign may only be placed on the ground floor level facade of the building.
- B. Area. The sign area on the primary elevation shall not exceed one (1) square foot of sign area per lineal foot of awning or canopy width. A maximum of forty (40) percent of an awning or canopy on which signage is proposed may be of an angle greater than sixty (60) degrees from horizontal.

Figure 13



C. Location.

1. An awning/canopy sign may not be mounted higher than a maximum of twenty-five (25) feet above the ground floor.
2. An awning/canopy sign shall not project above, below or beyond the edges of the face of the building wall or architectural element on which it is located.
3. No part of the sign, as a part of, or displayed on the vertical surface of an awning/canopy, shall project beyond the edges of the awning/canopy surface on which it is displayed. If an awning/canopy is placed on multiple store fronts, each business or tenant space is permitted signage no greater than sixty (60) percent of the store width or tenant space.
4. The awning/canopy shall not extend horizontally a distance greater than sixty (60) percent of the width of the awning/canopy or valance on which it is displayed.

D. Zone. Not allowed in residential zones.

E. Illumination. If sign letters or logos are to be back-lit or internally illuminated, only the face area containing the letters or logos may be illuminated. The sign may also be externally illuminated as allowed by Section 18.710.090.

Section 18.710.170 Building Mounted Wall signs.¹ No permit shall issue for a building mounted wall sign which does not comply with the following standards:

- A. Residential Zones. The maximum building mounted wall signage allowed in residential zones is as follows:

1. Size of Parcel or Site. Wall signs are not allowed on sites smaller than two (2) acres, except for address numbers as required by law.
2. Area. One hundred (100) square feet total, not to exceed three (3) percent of the area of the façade upon which the sign is placed. Width: Not to exceed sixty (60) percent of the width of the wall plane upon which the sign is placed.

Figure 14



B. Non-residential Zones.

1. Size of Parcel or Site. No restrictions.
2. Area. The total signage may be up to five (5) percent of the area of the façade upon which the sign is placed. Width: Not to exceed sixty (60) percent of the width of the wall plane upon which the sign is placed or the width of the tenant space. Height: Not to exceed seventy (70) percent of the height of the blank wall space or fascia on which the sign is mounted.
3. Location on Building. Signs may not cover or obscure important architectural details of a building, such as stair railings, windows, doors, decorative louvers or similar elements intended to be decorative features of a building design. Signs must appear to be a secondary feature of the building façade.

4. Illumination, flush or tight mounted. All individual letter signs shall be installed to appear flush-mounted. If the letters are illuminated and require a raceway, the letters shall be installed tight against the raceway, which shall be painted to match the color of the surface to which the raceway is mounted. Where possible – especially on new construction – the raceway should be recessed to allow letters to be flush with the wall surface.

5. Design. Where more than one (1) sign is allowed for a business, all signs shall be consistent in design, style, color and method of illumination.

Section 18.710.180 Changeable Copy Sign. No permit shall issue for a changeable copy sign which does not comply with the following standards:

A. Number. No more than one (1) changeable copy sign shall be allowed for each parcel, except that additional changeable copy signs are permitted as follows:

1. the additional changeable copy sign(s) must be placed at least one hundred (100) feet from abutting streets or rights-of-way; and

2. the additional changeable copy sign(s) must not exceed the maximum area, height, and quantity standards otherwise applicable to any free-standing or building mounted wall signs on the parcel.

Figure 15



- B. Area. No more than twenty (20) percent of the allowed wall sign area or fifty (50) percent of a free standing sign face may be changeable copy (this does not apply to signs required by law). Wall mounted changeable copy signs placed at least one hundred (100) feet from abutting streets may be a maximum of fifty (50) percent of permitted wall sign area.
- C. Height above grade. Fifteen (15) feet maximum. For wall signs, limited to the maximum height for freestanding signs.
- D. Placement/Location. Allowed only as an integral part of a building mounted sign or a freestanding sign. Portable changeable copy signs are not permitted.
- E. Zones. Changeable copy signs are allowed in all zones.
- F. Design. Non-illuminated in all zones. Internally or indirectly illuminated in non-residential zones subject to the illumination standards in Section 18.710.090.

Section 18.710.190 Digital Signs. A Digital Sign is not a separately allowed sign type. The purpose of this section is to regulate the manner in which digital sign technology can be applied to sign types that are otherwise allowed in this Chapter. It is not intended to allow more signs or larger signs than otherwise permitted in this Chapter. No permit shall issue for a Digital Sign which does not comply with the following standards:

- A. Maximum size: thirty (30) square feet, or as otherwise limited by the size limits of this chapter.
- B. Density: One Digital Sign per one hundred (100) feet of street frontage in non-residential zones. One Digital Sign per two hundred (200) feet of street frontage in residential zones, not to exceed one (1) sign per parcel.
- C. Zoning: Allowed in residential and non-residential zones only.
- D. Maximum luminance: Fifty (50) nits during nighttime hours.
- E. Motion limits: No motion allowed except for instantaneous change of message.
- F. Minimum hold between messages: eight (8) seconds.
- G. Programming: to ensure that digital signs are programmed and continue to operate according to local standards, digital signs shall be designed for local on-site control and programming.

Section 18.710.200 Electronic Message Center (EMC) Signs. An EMC Sign is not a separately allowed sign type. The purpose of this section is to regulate the manner in which EMC sign technology can be applied to sign types that are otherwise allowed in this Chapter. It is not intended to allow more signs or larger signs than otherwise permitted in this Chapter. No permit shall issue for an EMC which does not comply with the following standards:

- A. Maximum size: thirty (30) square feet.

- B. Density: One EMC per one hundred (100) feet of street frontage, not to exceed one (1) per business and tenant space.
- C. Zoning: Prohibited in residential zones.
- D. Minimum parcel per sign. One acre.
- E. Maximum Luminance.
 - 1. Daytime: 5000 nits.
 - 2. Nighttime (one-half hour before sunset and one-half hour after sunrise): 100 nits.
 - 3. Signs shall include auto-dimming features with light-sensory capabilities to dim the sign to allowable luminance levels during nighttime hours.
- F. Motion limits: No motion except for a fade in of the next message with the fade transition being no more nor less than 1.5 seconds. Fade transition is required rather than instantaneous message changes to avoid sudden or startling flashes of light.
- G. Minimum hold between messages: ten (10) seconds, plus 1.5 second transition fade.
- H. Programming. To ensure that EMC's are programmed and continue to operate according to local standards, EMC's shall be designed for local on-site control and programming. The applicant shall provide a written certificate from the sign manufacturer that the nighttime light intensity has been factory pre-set not to exceed allowable levels under this Section, and that this setting is protected from end-user modification by password-protected software or other method that ensures compliance.

Section 18.710.210 Freestanding Signs. No sign permit shall issue for a freestanding sign which does not comply with the following standards:

- A. Number.
 - 1. The number and type of freestanding signs for single and multiple tenant uses are derived from the use, zone, location and length of development site frontage as described in this Section.
 - 2. One freestanding sign is allowed for each site frontage. Flag lot sites with frontage on a public street are permitted one (1) sign on the frontage providing primary access to the site.
 - 3. Where more than one (1) freestanding sign is proposed on a site with multiple frontages, a minimum of sixty (60) linear feet shall separate each sign.
 - 4. The permanent sign base shall have a minimum aggregate width of forty (40) percent of the width of the sign cabinet or face.

Commented [JN2]: At the RBA meeting the decision was made that freestanding signs should be limited to one per site, not one per frontage. Easy enough to change, we would also need to remove (3) below

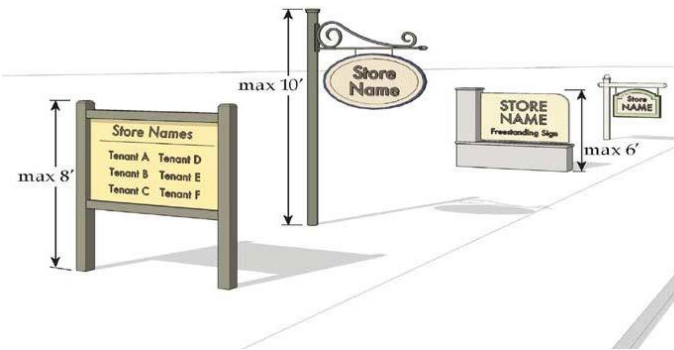
Figure 16



B. Location.

1. No freestanding sign shall be permitted on any site that does not have street frontage.
2. Freestanding signs shall be set back a minimum of five (5) feet from the street side property line, a minimum of twenty-five (25) feet from any interior side lot line and a minimum of thirty (30) feet from any residential district.
3. No freestanding sign shall be located in the triangular area(s) measured fifteen (15) feet by fifteen (15) feet where a driveway enters onto a street, or in any other area which may obstruct the vision of motorists so as to create a safety hazard. Additionally, all signs are subject to the Public Works Standards regarding sight distances.

Figure 17



C. Height by Zoning District.

1. Sign height and maximum area is regulated by zoning district:

A. Signs in the Commercial Regional Business (CRB) zone shall be a maximum of 200 square feet in area and shall be no taller than **fifty feet (50')** above grade.

Commented [JN3]: Changed to 50 from 40 per discussion.

B. Signs in the Community Commercial Business (CCB) zone and Public Facilities (PF) zone shall be a maximum of 100 square feet in area and shall be no taller than twenty feet (20') above grade.

C. Signs in the Commercial Neighborhood Business (CNB) zone, the Employment (E) zone, and properties with the Ridgefield Mixed Use Overlay (MX) when proposed for Mixed Use development shall be a maximum of 75 square feet and shall be no taller than twelve feet (12') above grade.

- a. Properties with the Ridgefield Mixed Use Overlay that are built to the standards of the underlying zone are subject to the requirements of the underlying zone.

1. In zones other than Commercial Regional Business (CRB) a sign may be awarded a bonus of up to fifteen percent (15%) in allowable area, provided that all of the following conditions are satisfied:

(a) The sign is placed on a monument-style base made or covered with a brick or stone, which extends at least the full width of the sign face and is at least one-fourth (1/4) of the total sign height. An alternate material may be approved by the Director if he or she finds that the material better reflects the materials and architecture of the closest or principle building on the site; and

(b) The sign face is either non-illuminated, externally illuminated, or complies with both of the following standards for an internally illuminated sign:

i. The background of the sign is totally opaque, only the graphics and/or text are illuminated; and

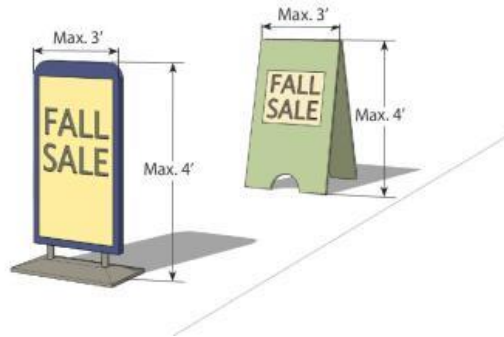
ii. The sign cabinet and the associated trim caps that secure and frame the sign face are dark bronze, black, or an earth tone color which reflects the color of the sign base and/or the color of the siding or trim of the building to which the sign applies; and

Section 18.710.220. Portable Signs. No permit shall be issued for a portable sign (includes sandwich board and pole mounted signs) which does not comply with the following standards:

A. Zone: Allowed only in non-residential zones, except that temporary portable signs are allowed in residential zones, subject to the provisions of Section 18.710.270 (temporary signs).

B. Design and Materials: Must be designed with durable materials, otherwise they will be regulated as temporary signs under Section 18.710.270. Portable signs must be designed to withstand wind and include a heavy weighted base for pole-mounted signs, and a heavy weight suspended between the opposing faces of a sandwich board sign.

Figure 18



C. Size and Height. Sandwich board signs: Maximum of four (4) feet in height, maximum of three (3) feet in width. (Note: sandwich board sign height is measured in the flat standing position, rather than in open standing position.) Pole-mounted signs: Maximum of five (5) feet in height, two (2) feet in width.

D. Number: Not more than one (1) portable sign may be displayed per business, per tenant space.

E. Location: Must be located no further than ten (10) feet from the primary building of the business, or, if there is only one business or tenant space on the site, it may be located not farther than then (10) feet from the site's driveway entrance. No portable sign may be located on the City right-of-way (which includes the sidewalk), without a Street right-of-way use permit.

F. Display Hours: Portable signs, including temporary portable signs may be displayed during business or operating hours only.

G. Type: Portable signs may not be changeable copy signs or illuminated in any manner.

Section 18.710.230 Projecting signs. No permit shall issue for any projecting sign which does not comply with the following standards.

A. Number. One (1) projecting sign may be allowed per tenant space or building frontage. Projecting signs are permitted in addition to allowable wall signage.

B. Sign size.

1. Non-residential zones: The face of a projecting sign shall not exceed twelve (12) square feet in area.

2. Residential zones: The face of a projecting sign shall not exceed one and one-half (1.5) square feet in area.

Figure 19



C. Location.

1. No part of any projecting sign shall be located lower than eight (8) feet above the grade of sidewalk, walkway or driveway which is directly below the sign, or within three (3) feet of the sign.
2. Projecting signs may extend a maximum of four (4) feet from the building and shall be hung a minimum of six (6) inches away from the building.
3. No projecting sign shall be located within twenty-five (25) feet of another projecting sign on the same site or on the same building.
4. No projecting sign shall be located higher than the first story level of the building.

D. Design.

1. Non-residential zones: May be illuminated, internally or indirectly. In residential zones, projecting signs may not be illuminated.
2. Projecting signs shall be perpendicular to the building wall to which it is affixed.
3. Projecting signs shall not exceed four (4) inches in thickness.

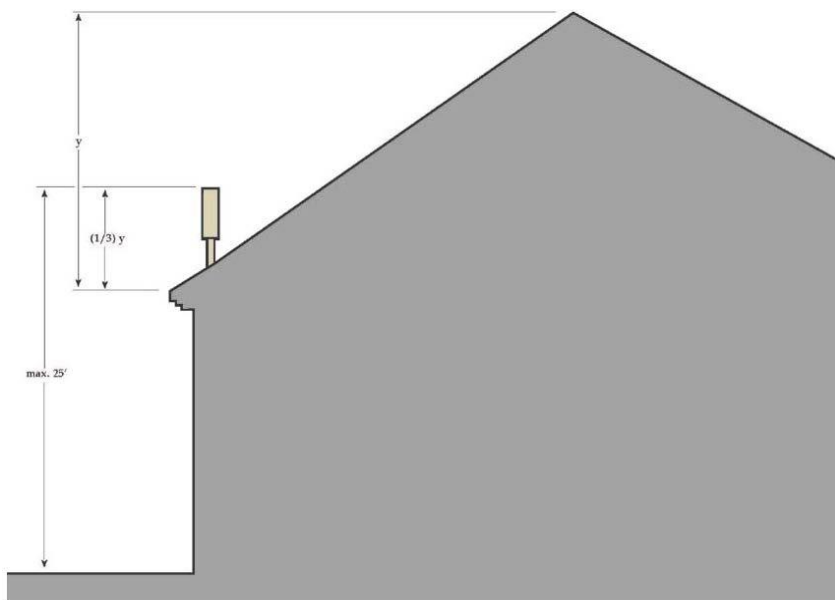
4. Projecting signs shall be supported by or suspended from solid rods or otherwise tethered or reinforced to avoid movement in wind.

E. Zone. Residential and nonresidential zones: as limited above.

Section 18.710.240 Roof-Mounted Signs. No permit shall issue for a roof-mounted sign which does not comply with the following standards:

A. Number. No more than one (1) roof-mounted sign shall be allowed for each building.

Figure 20



B. Area. The area of the roof-mounted sign shall not exceed the total amount of wall sign area that would be allowed for the building elevation on which the roof mounted sign is located.

C. Location. Allowed on the slope of peaked/sloped roof buildings only, and only on the lowest one-third (1/3) of the slope of the peaked roof. Roof-mounted signs shall be installed so that the structural supports of the sign are minimized. Angle irons, guy wires, braces or other secondary supports shall appear to be an integral part of the roof or roof-mounted sign.

D. Zone. Roof-mounted signs are permitted in nonresidential zones only.

E. Design. Roof-mounted signs may be non-illuminated, internally illuminated or indirectly illuminated, provided that the light is limited to the sign face only.

Section 18.710.250 Service Island Signs. No permit shall issue for a service island sign which does not comply with the following standards:

A. Number and Size.

1. Island canopies. One (1) sign on the canopy fascia per street frontage, not to exceed 20 percent of the area of canopy fascia to which the sign is mounted.

2. Spandrel signs and canopy support signs. Spandrel signs shall not exceed twenty (20) percent of the spandrel area, and both spandrel signs and signs attached to canopy support columns shall be deducted from allowable wall signage on the associated principle building on the site.

B. Zone. Not allowed in residential zones.

C. Design. Spandrel signs may be internally illuminated, subject to the illumination standards of __.__.090. Signs attached to canopy support columns shall not be illuminated.

Section 18.710.260 Sign walkers. Sign walkers are allowed, subject to the following standards:

A. Permit. A permit is not required for a sign walker, but the sign walker shall comply with all the applicable requirements of this Chapter.

B. Number. No limit.

C. Area. The sign walker's sign shall not exceed eight (8) square feet in area, and shall not exceed eight (8) feet in height when held in place.

D. Zone. Allowed in nonresidential zones only.

E. Design. The sign walker's sign cannot be illuminated. Sign walkers shall be limited to daylight hours only. A sign walker's sign may not include any element of a prohibited sign as described in Section 18.710.040.

F. Location. Sign walkers are restricted to a minimum of thirty (30) feet from a street or driveway intersection, measured from the back of the curb or edge of pavement if no curb exists, and shall not be located in any of the following places:

1. On any public property or within public right-of-way, although sign walkers are allowed on public sidewalks;

2. In parking aisles or stalls;

3. In driving lanes;

4. On fences, walls, boulders, planters, other signs, vehicles, utility facilities or other structures; or

5. In a manner which results in a sign walker physically interfering with motorists; pedestrians or bicyclists.

Section 18.710.270 Temporary Signs.

- A. No Permit required. No sign permit is required for temporary signs.
- B. Removal. Temporary signs shall be removed if the sign is in need of repair, is worn, dilapidated or creates a public nuisance, or within 60 days, whichever occurs first.
- C. Materials. See Section 18.710.100 (sign materials) and the definition of “temporary sign” in Section 18.710.290.
- D. City property (excluding City right-of-way). Temporary signs on City-owned property (excluding City right-of-way) are allowed only in conjunction with an approved Special Event permit.
- E. City Right-of-Way outside of the Roadway. Temporary signs are prohibited in the Roadway. Temporary signs on City Right-of-Way placed outside of the Roadway, must comply with the following requirements:
 - 1. Location. Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the roadway pavement. Signs may not be placed on sidewalks, driveways or other paved areas designed for pedestrian or vehicular use, or as conditioned in a right-of-way use permit. Approval of the abutting owner is recommended.
 - 2. Type. Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by a right-of-way use permit.
 - 3. Size and height. Limited to four (4) square feet, and three (3) feet in height.
 - 4. Dilapidated or Nuisance signs. Any temporary sign in the right-of-way that is dilapidated or a nuisance, shall be removed by the person responsible for placement of the sign.
 - 5. Other signs. The City may allow other signs in City right-of-way with a Right-of-Way use permit.
- F. Residential zones. Temporary signs may be placed on property residentially zoned in accordance with the requirements of this Section and the following:
 - 1. Window signs. Limited to no more than one temporary window sign per residential unit, not to exceed four (4) square feet.
 - 2. Freestanding signs (includes post-mounted, stake and portable signs).

(a) Single-family zones: Temporary free-standing signs shall not exceed four (4) square feet in size and five (5) feet in height, if the sign is mounted on the ground, and not to exceed three (3) feet in height if the sign is stake-mounted or portable.

(b) Multi-family zones: Temporary free-standing signs shall not exceed six (6) square feet in size and five (5) feet in height if the sign is post mounted on the ground, and not to exceed three (3) feet in height if the sign is stake-mounted or portable.

3. Surface-mounted signs. Limited to sites two (2) acres or larger:

(a) Size. No larger than thirty-two (32) square feet.

(b) Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing or abutting the street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

G. Non-residential zones. Temporary signs are allowed on non-residentially zoned property in accordance with the requirements of this Section and the following:

1. Window signs. Limited to twenty-five (25) percent of the window area, subject to the window sign requirements of Section 18.710.240.

2. Freestanding signs (including post-mounted, stake and portable signs):
Size/height. Limited to four (4) square feet and five (5) feet in height if the temporary sign is mounted in the ground, and not to exceed three (3) feet in height if the temporary sign is portable.

3. Surface-mounted signs:

(a) Size. Limited to thirty (30) square feet.

(b) Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing the abutting street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

H. Temporary signs on large properties, residential or non-residentially zoned properties. The following temporary signs may be placed on any site at least two (2) acres in size, in accordance with the requirements of this Section and the following:

1. Type. Any type.

2. Size/height. Not to exceed sixty-four (64) square feet and up to eight (8) feet above ground level.

3. Exclusivity. The sign allowed under this subsection is in lieu of and shall not be displayed with or be in addition to other temporary signs allowed by this Section.

Section 18.710.280 Window Signs. No permit shall issue for a permanent window sign which does not comply with the following standards:

- A. Number: No more than one permanent window sign may be placed in a single window.

Figure 21



- B. Window Coverage. Window signs (temporary and permanent) shall not exceed twenty-five (25) percent of the area of the window on which they are displayed.
- C. Location. No higher than second (2nd) story windows for permanent window signs. (For the requirements applicable to temporary window signs, see Section 18.710.270.
- D. Zone. Allowed in all zones.
- E. Design. Permanent window signs are limited to individual painted or vinyl cut-out letters and graphics, or neon signs constructed with or without a solid or opaque background. Permanent signs with solid backgrounds are not permitted in windows in order to ensure maximum light and visibility through windows. Temporary window signs are exempt from the restrictions in this Subsection E.

Section 18.710.290 Definitions. The words and phrases used in this Section shall be construed as defined in this Chapter, unless the context clearly appears otherwise. Unless specifically defined in this Section, the definitions set forth in other provisions of this Code shall likewise apply to this Chapter.

“A”

“Abandoned sign” means a sign, the face of which has been removed or is broken and is not refaced within 180 days thereafter. Abandoned signs shall also include signs with rusted, faded, peeled, cracked or otherwise deteriorated materials or finishes that have not been repaired within 90 days after the City provides notice of the sign’s deteriorated condition under the City’s enforcement chapter (18.24).

“Accessory sign” means a permanent, free standing or building mounted sign of limited height and size that provides supplemental opportunity for free standing or building mounted signage on a site.

“Aerial sign” means a free floating balloon, kite or similar object not directly secured to property within the City.

“A-frame sign” *see also*, portable sign or sandwich board sign, means signs capable of standing without support or attachment.

“Alter” means to change the copy, color, size, shape, illumination, position, location, construction or supporting structure of a sign, not including ordinary maintenance.

“Area of a sign” means the smallest square, rectangle, parallelogram or circle that will enclose the extreme limits of writing, representation, logo, or any figure of similar character, together with any frame, background area, structural trim, or other materials or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed. The supports or uprights on which any such sign is supported shall not be included in determining the sign area. The area of signs with two (2) faces shall be considered to be the area of the largest face. The area of signs with three (3) or more faces shall be considered to be the area of the largest face or one-half (1/2) the area of all of the faces, whichever is less.

“Awning or Canopy sign” means a sign affixed to or imprinted on an attached shelter composed of non-rigid materials such as an awning, or a permanent architectural projection, such as an awning or canopy, composed of non-rigid materials on a supporting framework, affixed to the exterior wall of a building, extending over a door, entrance, window or outdoor service area.

“B”

“Business activity” means an enterprise offering goods, services, or other consideration to the public, in legal occupancy of a site or of a specific portion of a site and under separate and distinct management from any other enterprise located on the same site.

“Business frontage” means the horizontal dimensions of a building or individual business elevation measured at ground level.

“C”

“Canopy or Awning sign” – see definition under “Awning or Canopy sign” above.

“Changeable copy sign: means a sign or portion thereof which is designed to have its message or copy readily changed manually or by remote or automatic means without altering or replacing the face or surface. Changeable copy signs support hard-copy text or graphics and do not use digital or electronic text or images.

“D”

“Digital sign” means a changeable copy sign with monochrome LED (light emitting diodes) text, graphics or symbols over a black, non-illuminated background.

“Directional sign” means a sign erected for the purpose of facilitating or controlling the efficient and safe movement of pedestrians or vehicles within a multi-tenant development.

“E”

“Electronic message center sign” means an electrically activated changeable copy sign having variable message and/or graphic presentation capability that can be electronically programmed by computer or handheld device from a remote location. EMC’s typically use light emitting diodes (LED’s) or liquid crystal display (LCD) as a lighting source.

“Elevation” means the visible vertical plane of the side of a building from ground level to the roof line.

“Elevation, primary” means the side of a building directly abutting either a street or a parking area. A business owner may choose which elevation is considered the primary elevation, except that in a multi-tenant building, the elevation which is contiguous to other businesses shall be the primary elevation.

“Elevation, secondary” means any elevation of a building not determined to be a primary elevation.

“F”

“Façade” means the elevation of a building extending from the ground level up to the bottom of the fascia on a pitched roof building, and up to the top of the wall or parapet on a flat roof building. The area of a façade for purposes of calculating allowable wall signage includes the area of the windows and doors but excludes openings that do not have solid coverings, such as breezeways, colonnades and gateways that extend to the backside of the building.

“Fascia” means an architectural term for a vertical frieze or board under a roof edge or which forms the outer surface of a cornice, visible to an observer.

“Flag” means a flat piece of cloth, with distinctive colors, patterns or symbols, having one end of the cloth attached to a vertical staff (directly or by rope and pulley mechanism) and all other ends free-flowing under natural movement of wind.

“Flag canopy” means a line of flags, or a series of lines of flags, suspended above a site.

“Flashing sign” means an electric sign or portion thereof except electronic message center signs, which changes light intensity in a sudden transitory burst, or which switches on and off in a constant pattern in which more than one-third of the non-constant light source is off at any one time.

“Freestanding sign” means a sign and its support pole or base standing directly on the ground that is independent from any building or other structure.

“Freeway” means a limited access highway, state route or interstate.

“Freeway oriented sign” means a sign within 150 feet of a freeway right-of-way that has its sign face parallel to, perpendicular to, angled toward, or otherwise readable from the freeway right-of-way.

“Frontage” means the property line of an individual lot, tract or parcel that abuts a public or private street right-of-way, excluding alleys and private driveways. The number of frontages on a lot is the same as the number of public or private street rights-of-way that the lot abuts.

“G”

“Gross leasable space” means area of a single leasable space, regardless of the number of tenants or leases within the space.

“H”

“Halo illuminate” means a light source placed behind totally opaque letter or symbol so that the light reflects off the wall or background to which the letters or symbols are mounted rather than emanating through the letters or symbols, creating a halo effect that leaves the letters or symbols viewable in silhouette form only.

“Height of sign” means the overall height of the sign above grade directly below or at the base of the sign.

“I”

“Illegal sign” means a sign which does not conform to the requirements and standards of this Chapter and which does not meet the criteria of a nonconforming sign as defined in this Definitions Section.

“Integrated development site” means any commercial or noncommercial development site, regardless of the number of lots or individual tenants, that is developed with common parking, layout, architecture or design features.

“Item of information” means a word, figure, logo, abbreviation or other symbolic representation.

“L”

“Logo” means a design of letters, colors or symbols used as a trademark or for identification in lieu of, or in conjunction with, other signs.

“Logo shield” means a logo contained within an area no greater than four (4) square feet, incorporated into a larger sign face or designed as an individual sign or component of a sign containing individually mounted sign graphics.

“Lot line” means a line that separates two lots.

“Luminance” means the photometric quality most closely associated with the perception of brightness. Luminance is measured in candelas per square meters or “nits.”

“M”

“Mansard” means a roof with two slopes on each side of the four sides, the lower steeper than the upper.

“Monument sign” means a freestanding low profile sign with the sign width greater than the sign height and designed with a solid base and background.

“Motion” means the depiction of movement or change of position of text, images or graphics. Motion shall include, but not be limited to, visual effects such as dissolving and fading text and images, running sequential text, graphic bursts, lighting that resembles zooming, twinkling or sparkling, changes in light or color, transitory bursts of light intensity, moving patterns or bands of light, expanding or contracting shapes and similar actions.

“Multitenant development” means a development consisting of three (3) or more leasable spaces.

“N”

“Natural grade” means the topographic condition or elevation of a site or portion of a site over the past five years, or the finished grade of an approved site development plan. Changes to grade or elevation resulting from fill, mounding or berming within five years preceding any requested permit other than a site development plan shall not be considered natural grade for permitting purposes.

“Neon sign” means a sign with illumination affected by a light source consisting of a neon or other gas tube which is bent to form letters, symbols or other shapes.

“Night-time hours” means from one-half hour before sunset to one-half hour after sunrise.

“Nits” means a unit of measure of brightness or luminance. One (1) nit is equal to one (1) candela/square meter.

“Nonconforming sign” means any sign, which at one time conformed to all applicable requirements and standards of this Chapter, including all permit requirements, but which subsequently ceased to so conform due to changes in such requirements and standards.

“Nonresidential zone” means, in the context of this Chapter, any zone that does not include residential dwelling units except for mixed use zoning districts where residential units are located above or behind nonresidential uses and the ground floor streetscape is characterized by commercial and other nonresidential uses.

“O”

“Opaque” means a material that does not transmit light from an internal illumination source.

“P”

“Painted sign” means a sign painted directly on a building or on material which is then attached to a building. *See also*, “wall sign.”

“Pan-channel” means a sign graphic that is constructed of a three-sided metal channel, usually having a light source contained within the channel. The open side may face inward, resulting in silhouette lighting, or it may face outward to allow full illumination. The open side of the channel may be enclosed with a translucent material.

“Parapet” means a protective wall or barrier projecting above any canopy, balcony or roof.

“Permanent sign” means a sign constructed of weather resistant material and intended for permanent use and that does not otherwise meet the definition of “temporary sign.” Wall mounted sign holders designed for insertion of signs and posters shall be considered permanent signage and subject to all standards of this chapter.

“Pole sign” means a sign mounted on a weighted base, intended to be movable.

“Portable sign” means a free-standing sign that is readily moveable and not permanently affixed to the ground, including A-frame or sandwich board signs, pole signs mounted on weighted bases, and similar signs that are used on more than a temporary basis.

“Projecting sign or Projection sign” means a sign attached to a building with the face not parallel to the vertical surface of the building. Projecting signs include signs projecting directly from walls, or signs hanging from porch ceilings or other support structures.

“R”

“Raceway” means a box-type conduit to house electrical wires for signs and used to support and/or affix signage on a wall.

“Right of Way” is the strip of land platted, dedicated, condemned, established by prescription or otherwise legally established for the use of pedestrians, vehicles or utilities.

“Roadway” means that portion of the street improved, designed, or ordinarily used for vehicular travel and parking, exclusive of the sidewalks and shoulder. Where there are curbs, the roadway is the curb to curb width of the street.

“Roof line” means the uppermost edge of the roof or the top of the parapet, excluding mechanical equipment screens, whichever is highest. Where a building has several roof levels, the roof line shall be the one belonging to that portion of the building on which the sign is located.

“Roof mounted sign” means a sign which has a point of attachment to the roof or mansard of a building. Architectural projections, including mechanical equipment screens, above any parapet or roof line whose sole function is a background for signs shall be considered a sign structure. A sign on such an architectural projection shall be considered a roof sign.

“S”

“Sandwich board sign” – see “A-frame sign” definition.

“Service Island sign” means a permanent sign displayed on the service island canopy of a gas station, bank, carwash or other use that provides a canopy cover for vehicles. Service island signs are not the same as awning or canopy signs as otherwise defined by this chapter.

“Sign” means letters, figures, symbols, trademarks, or logos, with or without illumination, intended to identify any place, subject, person, firm, business, product, article, merchandise or point of sale. A sign also includes balloons attached to sign structures, products, streamers, spinners, pennants, flags, inflatables or similar devices intended to attract attention to a site or business, as well as architectural or structural forms, illuminated panels, spandrels, awnings and other structural or architectural features not common to classic vernacular or non-corporate regional architecture and that are intended to convey a brand, message or otherwise advertise a location or product, whether or not such features include text or graphics and whether or not they serve other practical purposes such as lighting, covering or enclosure of persons or products. A sign includes any device which streams, televises or otherwise conveys electronic visual messages, pictures, videos or images, with or without sound or odors. Refer to Section __.040 for a list of prohibited signs.

“Signable area” means the area of the largest rectangular portion of a face of a building to which a sign is affixed or proposed to be affixed, which can be included within parallel, vertical and horizontal lines uninterrupted by significant architectural features of the building.

“Sign walker” means a sign carried by a person.

“Site” means a unit of land, together with all improvements thereon, determined as follows:

1) a unit of land which may be conveyed separately from any and all adjacent land without the requirement of approval of a boundary line adjustment, short plat or a preliminary plat.

2) Two (2) or more buildings or business activities that are or will be related to each other physically or architecturally, such as by sharing off-street parking facilities, so as to form an integrated development, such as a shopping center, industrial park, or office complex.

“Spandrel” means a panel or box-type structure that spans between and/or is connected to the support columns of a porch, colonnade or canopy, usually for architectural embellishment and/or signage purposes.

“Special event sign or temporary sign” means signs or advertising displays or a combination thereof which advertises or attracts public attention to a special one-time event, including but not limited to, the opening of a building or business activity, the sale of goods and services at discounted or otherwise especially advantageous prices or similar event.

“Static” means without motion.

“Story” means that portion of a building included between the upper surface of a floor and the upper surface of the floor or ceiling next above.

“Suspended Sign” means a sign mounted above a sidewalk adjacent to a business, affixed to a beam, overhang, roof or other fixture that is an integral part of a building.

“T”

“Temporary sign (which may include special event sign)” means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this Chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of non-durable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20 oz. fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this Chapter.

“Tenant space” means the entire building which encompasses a building or use on a site; or in buildings designed for multi-tenant occupancy, it is the space between demising walls and which has an independent entrance to common corridors or to the outside. Portions of tenant spaces that are sublet to or otherwise allowed to be used by persons or businesses other than the principle person or business of a tenant space are not considered tenant spaces in the context of this chapter.

“U”

“Unshielded lighting” means an external illumination source which is exposed to view.

“V”

“W”

“Wall sign” means a sign which is attached parallel to or painted on a wall, including parapet or canopy fascia, or a building.

“Width of sign” means the total horizontal dimension of a sign, including all frames or structures.

“Window” means the entire window unit including individual sashes or panes that might otherwise divide the area between the head, jamb and sill; except that in commercial storefront window assemblies, a single “window” is the glass area between each mullion that divides the window assembly, whether installed as a single piece of glass or as multiple pieces of glass divided by muntins.

“Window sign” means a sign that is attached to or is intended to be seen in, on or through a window of a building and is visible from the exterior of the window.

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: June 08, 2017

ITEM: PUBLIC HEARING/BUSINESS

AGENDA ITEM TITLE: AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON Amending Chapters Within Title 18 of the Ridgefield Municipal Code AMENDING CHAPTERs 18.100 (Definitions); and 18.210 (Low Density Residential Districts); and 18.220 (Medium Density Residential Districts); and 18.230 (COMMERCIAL DISTRICTS); AND 18.235 (MIXED USE DISTRICTS); and 18.240 (Employment District); and 18.260 (Public Facility District); and 18.265 (Parks/Open Space District); and 18.310 (Procedures); and 18.401 (Planned Unit Developments); and 18.620 (Procedure for Subdivision); and 18.720 (Off-Street Parking and Loading).

GOVERNING LEGISLATION:

Title 18 of the Ridgefield Development Code
Revised Code of Washington Chapter 36.70A, Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

Ordinance 1132 updating the Ridgefield Development Code (2013). Ordinance 1177 updating the Ridgefield Development Code (2015). Ordinance 1207 and 1225 updating the Ridgefield Development Code (2016). Ordinance 1230 and 1232 updating the Ridgefield Development Code (2017).

BACKGROUND:

The RDC governs the uses and design of development within the City, as well as the review procedures for approving development. City Council passed a comprehensive update to the RDC in 2013 (Ordinance 1132, approved July 11, 2013). The City Council also adopted minor revisions to the RDC in January 2015, May 2016, December 2016, and April 2017.

The Planning Commission undertook a review of the RDC in June of 2017, and recommended approval of a slate of amendments to Council. The Planning Commission held a public hearing on the proposed amendments at the regularly scheduled June 7, 2017 meeting.

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.

BUDGET/FINANCIAL IMPACTS:

No direct impacts. The proposed ordinance does not change development fees or charges and there is no direct impact on expected staffing or expenditure levels.

RECOMMENDED ACTION OR MOTION:

None, second reading of Ordinance 1234 is scheduled before Council on June 22, 2017.

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: 2017RDCAmendment_Matrix_06012017 (DOCX)

ORDINANCE NO. 1234

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING CHAPTERS WITHIN TITLE 18 OF THE RIDGEFIELD MUNICIPAL CODE AMENDING CHAPTERS 18.100 (DEFINITIONS); AND 18.210 (LOW DENSITY RESIDENTIAL DISTRICTS); AND 18.220 (MEDIUM DENSITY RESIDENTIAL DISTRICTS); AND 18.230 (COMMERCIAL DISTRICTS); AND 18.235 (MIXED USE DISTRICTS); AND 18.240 (EMPLOYMENT DISTRICT); AND 18.260 (PUBLIC FACILITY DISTRICT); AND 18.265 (PARKS/OPEN SPACE DISTRICT); AND 18.310 (PROCEDURES); AND 18.401 (PLANNED UNIT DEVELOPMENTS); AND 18.620 (PROCEDURE FOR SUBDIVISION); AND 18.720 (OFF-STREET PARKING AND LOADING).

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, 1225, 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 23, 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 June 8, 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 June 22, 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, Chapter: 18.100, Definitions; and
 Amends Title 18, Chapter: 18.210, Residential Low Density Districts; and
 Amends Title 18, Chapter: 18.220, Residential Medium Density Districts; and
 Amends Title 18, Chapter: 18.230, Commercial Districts; and
 Amends Title 18, Chapter: 18.235, Mixed Use Districts; and
 Amends Title 18, Chapter: 18.240, Employment Districts; and
 Amends Title 18, Chapter: 18.260, Public Facility District; and
 Amends Title 18, Chapter: 18.265, Parks/Open Space District; and
 Amends Title 18, Chapter: 18.310, Procedures; and
 Amends Title 18, Chapter: 18.401, Planned Unit Developments; and
 Amends Title 18, Chapter: 18.620, Procedure for Subdivision; and
 Amends Title 18, Chapter: 18.720, Off-Street Parking and Loading.

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 22nd DAY OF JUNE, 2017.

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Basarab,
Deputy City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading/Passage: June 8, 2017

Second Reading/Passage: June 22, 2017

Date of Publication:

Effective Date:

EXHIBIT A:

Amendments of Title 18 of the Ridgefield Municipal Code

2017 Annual Update to Ridgefield Development Code: Part 2

Notes to interpret the matrix:

- Revisions noted in legislative format, underline and ~~strikeout~~.
- For reference, there is a link to the existing code on the City's webpage at: <http://www.ci.ridgefield.wa.us/cd/page/planning-division>.

Code Section	Code Language	Rationale
RDC 18.100 – Definitions		
18.100.054	Warehousing. The storage of large quantities of materials or products indoors and/or outdoors. Includes self-storage and storage of shipping containers. <u>Does not include self-storage.</u>	Remove self-storage from warehousing definition, to reflect recommendation that self-storage not be permitted in the E zone, where warehousing is a conditional use. Remove storage of shipping containers from warehousing definition because the use is undesired and does not produce jobs consistent with employment goals.
RDC 18.210 – Residential Low Density Districts		
Table 18.210.040-1	Min. Side Yard Setback (1) (2) 5 feet for RLD-4, 6 and 8 <u>2. The minimum side yard setback shall not be reduced through the PUD or adjustment or variance process.</u>	Ensure minimum 5-foot side yard setbacks to simplify compliance with building code separation requirements.
Table 18.210.050-1	RMD-8 <u>RLD-8</u>	Revise typographical error.
18.210.060 (C) (2)	The fence or wall must be a minimum of six feet high and be constructed <u>to give the appearance</u> 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.	New materials are available for fence construction that are substantially more cost efficient, and appear to be natural stone.
RDC 18.220 – Residential Medium Density Districts		
Table 18.220.040-1	Min. Side Yard Setback (1) (2) (3) (4) 5 feet for RMD-16 <u>4. The minimum side yard setback shall not be reduced through the PUD or adjustment or variance process.</u>	Ensure minimum 5-foot side yard setbacks to simplify compliance with building code separation requirements.

Code Section	Code Language	Rationale
18.220.095	<u>Vehicles in residential zones.</u> A. <u>Motor homes, recreational vehicles and utility trailers shall not be parked on street for a period of two weeks or more during any calendar year.</u> B. <u>Motor homes, recreational vehicles and utility trailers may be parked in off-street parking areas, including driveways, so long as they are not parked between the front lot line and the primary facade of the dwelling.</u>	Add new section regulating recreational vehicles in the RMD zone consistent with recreational vehicle restrictions in the RLD zones.
Table 18.220.140-1	Min. Side Yard Setback (1) (2): 0-5 feet Min. Street Side Yard Setback: 45 feet <u>10 feet</u> (2) The minimum side yard for a townhouse shall be zero feet for the side yard where the townhouse attaches to another townhouse and five feet where the townhouse is not attached to another townhouse, <u>which shall not be reduced through the PUD or adjustment or variance process.</u> For zero-lot line development, eaves may project across the property line if the developer or property owners record an easement expressly describing the purpose, dimensions, and duration of the easement.	Reduce street side yard setback requirement for townhomes in the RMD district consistent with requirements for other RMD development. Ensure minimum 5-foot side yard setback between non-attached units for building separation.
18.220.140.D	Open Space and Recreation Areas. Townhouse development projects are exempt from <u>The following standards supersede the requirements of RDC 18.220.115, and shall apply to any townhouse development projects not developed as a PUD. For all townhouse projects developed as a PUD, the project shall comply with the open space requirements of RDC 18.401.080.B in lieu of this section. and shall provide open space and recreation areas as follows:</u>	Clarify relationship to PUD open space and recreation requirements to avoid overlap.
RDC 18.230– Commercial Districts		
18.230.040.D	All commercial zones shall provide alternative fuel stations equal to two percent of the required spaces per RDC 18.740. This section applies only to those lots containing fifty parking spaces or more. In no case shall more than five alternative fuel stations be required.	Reorganize; moved to commercial parking standards.
18.230.045.B	<u>B. When development is proposed on two or more contiguous parcels, the dimensional standards of this section shall be applied treating the development as one parcel for purposes of this section. Setbacks shall be</u>	Allow multiple tax parcels to be treated as a single site for purpose of dimensional standards such as setbacks to simplify larger-scale development.

Code Section	Code Language	Rationale
	required for the exterior perimeter of the development, and shall not apply along property lines interior to the development provided that building separation requirements for fire and life safety are met.	
18.230.055.H.3	Warehouse and mini-storage doors may not directly and visibly face pedestrian streets.	Remove unnecessary design guidelines; warehousing is not a permitted use in the commercial districts. (RDC Table 18.205.020-1)
18.230.080.D	Off-street parking lots containing 50 parking spaces or more in all commercial zones shall provide pedestal or wall-mounted Level 2, 240-volt electric vehicle chargers, or similar alternative fueling stations as approved by the planning director. Stations shall be provided at a ratio of one station per 50 parking spaces up to a maximum of five such stations.	Relocated. Added specifications for type of charging station required.
18.230.080.D	Driveways shall comply with all city engineering standards. Further, driveways shall be restricted to no more than one entrance and exit lane per two hundred fifty linear feet of street frontage, measured separately for each frontage in the case of lots with multiple frontages, except that each property shall be guaranteed a minimum of one entrance and exit lane.	Delete in favor of similar language specific to driveways in RDC 18.230.085.A.
18.230.085.A	Number and separation of driveways. Parking lot entrances shall be restricted to no more than one entrance and exit lane per three hundred lineal feet of frontage, <u>unless otherwise recommended by the city engineer on the basis of traffic impacts</u> . Properties with less than three hundred lineal feet of frontage shall be restricted to one entrance and exit lane for vehicular access. For corner properties, the separate street frontages shall be measured separately unless both streets are classified as an arterial or collector.	Provide alternative for driveway spacing if warranted due to projected traffic volumes.
RDC 18.235 – Mixed-Use Districts		
18.235.060.C.2.a.ix	Self-storage. Must be located on a RMUO site with residential use, limited to no more than twenty percent of the gross site area, and located to the rear or side of the site such that it does not occupy more than twenty percent of the street frontage. All other warehousing uses are prohibited.	Remove self-storage as a permitted use in the RMUO, since it does not provide enough jobs per acre to meet the City's employment goals.
18.235.060.C.2.b.xii		
18.235.060.C.2.c.xiii		

Code Section	Code Language	Rationale
18.235.060.C.3	h. Warehousing, except self-storage.	Reflect removal of self-storage from permitted use lists in RDC 18.235.060.C.2.
	<u>o. Light manufacturing.</u>	Through the first round of 2017 RDC updates, light manufacturing is now a permitted use in the E zone, however, it is not an efficient use for the RMUO.
RDC 18.240 – Employment District		
18.240.055.B	<u>B. When development is proposed on two or more contiguous parcels, the dimensional standards of this section shall be applied treating the development as one parcel for purposes of this section. Setbacks shall be required for the exterior perimeter of the development, and shall not apply along property lines interior to the development provided that building separation requirements for fire and life safety are met.</u>	Allow multiple tax parcels to be treated as a single site for purpose of dimensional standards such as setbacks to simplify larger-scale development.
18.240.110.B	General Applicability. The provisions of this section may be applied to any parcel or an aggregation of parcels under an applicant's common ownership or control of forty gross acres or greater that are designated EMUO on the RUACP map at the election of an applicant. In the event an applicant elects to file an EMUO master plan application instead of an IND or OFF master plan application, the applicant shall comply with all the provisions of this section and unless otherwise provided, Sections 18.240.020 through 18.240.100 <u>18.240.095</u> of this chapter shall not apply.	Performance standards for the E zone (RDC 18.240.100) should still apply under the EMUO.
RDC 18.260 – Public Facility District		
18.260.060.C	<u>C. When development is proposed on two or more contiguous parcels, the dimensional standards of this section shall be applied treating the development as one parcel for purposes of this section. Setbacks shall be required for the exterior perimeter of the development, and shall not apply along property lines interior to the development provided that building separation requirements for fire and life safety are met.</u>	Allow multiple tax parcels to be treated as a single site for purpose of dimensional standards such as setbacks to simplify larger-scale development.
RDC 18.265 – Parks/Open Space District		
18.265.060.B	<u>B. When development is proposed on two or more contiguous parcels, the dimensional standards of this section shall be applied treating the development as one parcel for purposes of this section. Setbacks shall be</u>	Allow multiple tax parcels to be treated as a single site for purpose of dimensional standards such as setbacks to simplify larger-scale development.

Code Section	Code Language	Rationale
	<u>required for the exterior perimeter of the development, and shall not apply along property lines interior to the development provided that building separation requirements for fire and life safety are met.</u>	
RDC 18.310 – Procedures		
18.310.080.F.5	The city attorney shall review and approve any final order prior to review and action by the city council.	Delete outdated procedural reference.
RDC 18.401 – Planned Unit Developments		
18.401.040.A	<i>(Preliminary PUD application requirements to include:)</i> 2. A calculation of site area including: f. Open space and recreation area, consistent with the requirements of RDC 18.401.080.B, including total area, main facility area, area for each dispersed facility, total <u>developable and undevelopable portions buildable and unbuildable areas</u> across the site, and <u>developable and undevelopable portions buildable and unbuildable area</u> for each facility. 3. A calculation of net density based on net developable acres, including any density modifications proposed under RDC 18.280.070 or 18.401.100. <u>Indicate whether the applicant elects to include or exclude open space in the calculation of net developable acres as allowed under RDC 18.401.080.B.10.</u> Calculations shall be provided for the entire site as well as broken down for each project area or phase.	Update submittal requirements to match language in open space requirements.
18.401.080.B	Open Space. Every PUD shall provide a minimum of twenty-five percent of the total gross site area for common open space which shall be used for the collective enjoyment of occupants of the development. 1. Main Facility. At least fifty percent of the required common open space, or twelve and one-half percent of the total gross site area, shall be located on a single parcel to provide a larger, central facility for the PUD. A minimum of fifty percent of the main facility shall be a combination of buildable land suitable for development of active recreation uses and critical areas buffers proposed for passive recreation facilities consistent with RDC [Chapter] 18.280, limited to the portion of the buffer area proposed for improvements such as a trail or wildlife viewing structure. The remaining fifty percent or less of the main facility may include critical areas and buffers	Replace “total” with “gross” in order to be consistent with defined terms.

Code Section	Code Language	Rationale
	not proposed for passive recreation improvements.	
18.401.080.C	Perimeter Compatibility 1. <u>Purpose.</u> The development of the perimeter of the PUD shall achieve substantial compatibility with <u>abutting residentially zoned properties</u> the existing and planned development of the abutting and adjacent area so that there will be a graduated transition between the existing and new <u>residential development</u>. The review authority may require inclusion of such features as screening, fencing, landscape design or walls to achieve compatible perimeter boundaries. a. Adjacent, when used in RDC 18.401.080.C, means, separated by a street, tract, open space, or similar intervening element with a minimum width of 15 feet. <u>2. Applicability.</u> This section shall apply to lots abutting the perimeter of the PUD and lots not separated from the perimeter by an open space tract with a minimum width of 20 feet, critical areas tract, public or private street, or similar intervening element, where the property abutting the PUD perimeter is zoned RLD or RMD. <u>Exceptions:</u> <u>a. This section shall not apply where the proposed PUD lots abut mapped or platted critical areas on the abutting property.</u> <u>3. Compatibility measures.</u> <u>a. Building lot size for lots subject to this section shall not be less than 65 percent of that permitted in the underlying zone, and may not be modified or reduced through the PUD or variance process; or</u> <u>b. If the applicant proposes to reduce the perimeter lot sizes below 80 percent of that permitted in the underlying zone, the applicant will provide landscaping on the external public streets at a minimum of 15 feet wide to an L3 standard, with the exception of Pioneer Street, Hillhurst Road, and 45th Street/Royle Road, which are subject to RDC 18.210.065.</u> <u>c. Within a PUD in the RLD zones, only detached single-family dwellings, an open space tract with a minimum width of 20 feet, critical areas tract, public or private street, or similar intervening element as</u>	Adjust to reflect intent for perimeter compatibility to only apply to adjacent residential developments.

Code Section	Code Language	Rationale
	<u>determined by the Community Development Director shall abut any property line external to the proposed PUD where the abutting property is less than five acres or greater than 20,000 square feet and the platting of the abutting property into less than five acres predates the proposed PUD.</u> 2. Within a PUD, only detached single-family dwellings, or platted open space with a minimum width of 15 feet, shall abut or be adjacent to any property line external to the proposed PUD where the abutting or adjacent property is less than five acres and the platting of the abutting or adjacent property into less than five acres predates the proposed PUD. If the PUD is within the RMD-16 zone and the development does not include any detached single-family dwellings, this requirement does not apply. 3. Building lot size and yard setbacks for lots abutting or adjacent to the exterior boundary line of the PUD area shall not be less than that permitted in the underlying zone, and may not be modified or reduced through the PUD or variance process. 4. If the abutting or adjacent property is undevelopable under this title, the review authority may reduce the perimeter lot size and building setback requirement to the minimum standards permitted in this chapter and may also reduce or eliminate requirements for screening of the affected perimeter area.	
18.401.090.E	Street Design. All streets shall be constructed consistent with City of Ridgefield Engineering Standards, except as explicitly modified below or through a modification of standards approved through the <u>PUD subdivision review process or engineering review process.</u> 1. Within the PUD, local street pavement widths may be reduced from standard street widths to twenty feet for one-way traffic provided that all the following conditions are fulfilled: a. On-site parking shall be provided which is functionally convenient to dwelling units; b. Provide on-site parking at least equal to the underlying zone requirement plus one stall per unit for guest parking; c. One-way streets or loop streets with one access point shall serve no more than fifteen single-family residential units and will be no more	Remove engineering details from PUD standards; all street design including modifications to be addressed through the Engineering Standards.

Code Section	Code Language	Rationale
	than one thousand feet long, and one-way streets shall be signed at every intersection; d. On-street parking shall be limited to one side of the street, and "no parking" or "fire lane" signs shall be required; e. There shall be provided, through covenants or other legal means, assurance of permanent maintenance of private streets and parking areas; f. All areas that are to be occupied or traveled over by motor vehicles shall be paved and constructed to city standards; and g. Where there is no reasonable alternative except to allow a street through sensitive lands, and abutting lots do not take access directly from this street, parking lanes shall not be required.	
18.401.090.I	Minimum Frontage. Each lot used for single-family <u>detached</u> residential <u>development purposes</u> shall have a thirty-five-foot minimum frontage on a public or private street, except for a lot fronting the bulb of a cul-de-sac, which shall have a twenty-five-foot minimum frontage. Each lot used for <u>single-family attached and multifamily residential development purposes</u> shall have a twenty-five-foot minimum frontage on a public street, except for a lot fronting the bulb of a cul-de-sac, which shall have a twenty-foot minimum frontage. Lots developed consistent with the cottage housing provisions of RDC 18.210.150 are exempt from these frontage requirements.	Clarify which types of housing uses are subject to the single-family or multifamily frontage minimums.
18.401.090.R	Pedestrian Circulation Facilities. Within the PUD, sidewalks shall be constructed in accordance with city of Ridgefield engineering standards. Additional pedestrian facilities shall be required to be dedicated and constructed at the developer's expense, including connections with planned city and county trail systems, public accessways to connect to cul-de-sac streets and to pass through oddly shaped or unusually long blocks. These facilities shall create a network of public paths which shall be: 1. Functionally and safely convenient to each dwelling unit served; 2. Functionally and safely convenient to schools and to industrial, commercial, recreational and utility areas within or adjacent to the	Remove in favor of relocation to engineering standards. Renumber remaining sections.

Code Section	Code Language	Rationale
	project, and functionally convenient to a larger pedestrian circulation system outside the PUD; 3. Hard surfaced to accommodate a variety of users; <u>and</u> 4. Lighted for security and safety; and 5. Compliant with City Engineering Standards.	
18.401.090.T	1. Private access to collector and arterial streets shall be minimized; <u>and</u> 2. Parallel through streets and contoured grid patterns shall be encouraged; and	Remove in favor of relocation to engineering standards. Renumber remaining sections.
RDC 18.620 – Procedure for Subdivision		
18.620.010	C. The planned unit development (PUD) process found in Chapter 18.401 is optional. <u>When used, the PUD shall be completed in conjunction with a subdivision consistent with this chapter.</u> D. Whenever a proposed PUD involves the creation of ten or more new lots, regardless of size, a separate subdivision application shall be filed and considered at the same time as the PUD application.	Delete outdated procedural reference and renumber following sections.
RDC 18.720 – Off-Street Parking and Loading		
18.720.020.E	Parking <u>Areas in Setbacks. Driveways for parking areas may be located within required setbacks and yards. No other element of parking areas may be located within required setbacks and yards. — Required Yard. Except as provided in the applicable zoning district, required parking and loading spaces shall not be located in a required setback front, side or rear yards.</u>	Clarify that driveways may cross required yards and setbacks, but all other portions of parking areas must be located outside of required yards.
18.720.020.G	7. Driveways <u>Service drives</u> to off-street parking areas shall be designed and constructed to facilitate the flow of traffic, to provide maximum safety of traffic access and egress, and to provide maximum safety of pedestrians and vehicular traffic on the site. The number of driveways <u>service drives</u> shall be limited to the minimum that will allow the property to accommodate and service the traffic to be anticipated. Driveways <u>Service drives</u> shall be clearly and permanently marked and defined through the use of rails, fences, walls or other barriers or markers on frontage not occupied by driveways <u>service drives</u> . Driveways <u>Service drives</u> to drive-in establishments shall be designed to avoid backing movements or other maneuvering within a street, other than an alley.	Use consistent terms throughout parking section, to better implement above allowance for driveways within setbacks. “Driveway” is a defined term in RDC 18.100 that includes service drives. Update sign distance requirements to refer to engineering standards, which establish more specific requirements based on various site characteristics.

Code Section	Code Language	Rationale
	8. Driveways Service drives shall provide minimum sight distances required by the engineering standards, have a minimum vision clearance area formed by the intersection of the driveway centerline, the street right-of-way line, and a straight line joining said lines through points twenty feet from their intersection.	