



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, February 23, 2017
Ridgefield Community Center
210 N. Main, Ridgefield, WA 98642**

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

- 1. Bonding 101 Training Session - Presented by Public Financial Management, Inc - Kirk Johnson, Finance Director**

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

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

III. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding 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.

IV. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from February 9, 2017 Meeting**

V. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance No. 1228 - Quail Hill Development Agreement-Steve Stuart, City Manager**

VI. BUSINESS

The public is invited to comment on business items at the conclusion of Council discussion prior to the vote. In cases where public record has been closed, no additional comments may be received.

- 1. Resolution No. 522 – Approval of Master Fee Schedule Update-Kirk Johnson, Finance Director**
- 2. Resolution No. 523 - Approval of Streetscape Donation Policy-Bryan Kast, Public Works 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**
- 3. City Manager**

IX. FROM THE COUNCIL

X. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 23, 2017

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

AGENDA ITEM TITLE: Bonding 101 Training Session - Presented by Public Financial Management, Inc

Bonding 101 Training Session.

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS: Bonds_101_Ridgefield_City_of_2017-02-23 (PDF)

Approved to be placed on City Council Agenda:



City of Ridgefield, Washington

Bonds 101

February 23, 2017

Pacifica Law
Group

1191 Second Avenue
Suite 2000
Seattle, WA 98101

Stacey Lewis
(206) 245-1714

PFM Financial
Advisors LLC

1200 Fifth Avenue
Suite 1220
Seattle, WA 98101

Duncan Brown
(206) 858-5367



Outline

- 1 What Are Bonds?
- 2 Plan of Finance
- 3 Key Transaction Milestones
- 4 Disclosure Requirements
- 5 Tax Considerations



What Are Bonds?



What is Municipal Financing?

- Borrowing by governmental entities
 - A bond is a loan; investors (bondholders) are the lenders
- Traditionally thought of as tax-exempt debt, but includes taxable
 - What does tax-exemption mean to the City?
 - Regulations and requirements
- Common financing methods:
 - **Public bond market**
 - Bank financing
 - Private placement
 - Seller/vendor financing
 - Local Option Capital Asset Lending ("LOCAL") borrowing
 - State (PWTF, SRF, CREB) or Federal (USDA) loans



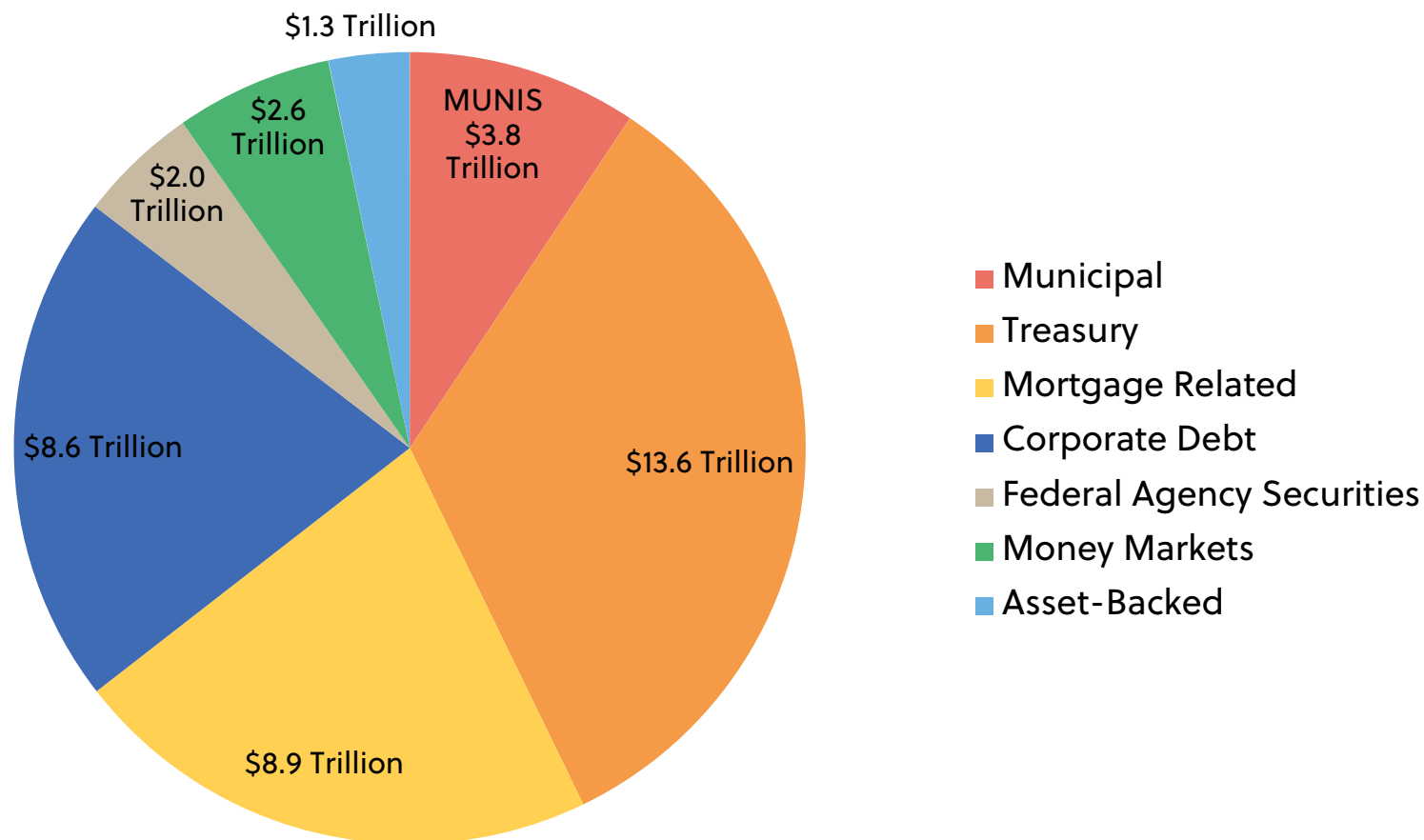
The Public Bond Market

- The Fixed Income Marketplace
 - Corporate Bonds
 - Government Bonds
 - Municipal Bonds
- The Municipal Bond Market
 - Primary Market
 - Secondary Market





Outstanding Fixed Income Debt



Source: Securities Industry and Financial Markets Association (SIFMA). As of Q3 2016



Debt Issuance by Washington Cities

- State law governs the types of debt and most terms of debt
- General obligation debt is secured by the full faith and credit of the City. Payable from property taxes and other legally available funds. May be in the form of:
 - Non-voted general obligation debt (Limited Tax General Obligation, or LTGO)
 - Requires approval of City Council but no vote of the electorate
 - Voted general obligation debt (Unlimited Tax General Obligation, or UTGO)
 - Requires a 60% yes vote of the electorate; payable from an excess property taxes
 - Ridgefield School District will issue voted general obligation bonds
- Non-voted debt may not exceed 1.5% of the value of the taxable property of the City
- Non-voted and voted debt for general government purposes cannot exceed 2.5% of the value of the property in the City
 - May be increased by up to 5.0% (for a total of 7.5%) for city-operated utilities



Debt Issuance by Washington Cities

- Revenue debt is payable from revenues of a particular utility or enterprise, typically water, sewer, or solid waste. No statutory limit on the amount of debt that can be issued
 - The City does not have publicly-offered revenue bonds outstanding
 - It does have utility loans from the State Revolving Fund
- Local Improvement District ("LID") Bonds or assessment bonds are payable solely from assessments levied against property benefited by improvements constructed of out proceeds of local improvement or road improvement district bonds
 - The City does not have LID debt outstanding



Plan of Finance



Your Financing Team

- Bond Counsel – Pacifica Law Group LLP
- Financial Advisor – PFM Financial Advisors LLC
- Underwriting Firm – Piper Jaffray & Co.
- Bond Rating Agency
 - City will apply for a new credit rating on its bonds
- Fiscal Agent/Paying Agent – U.S. Bank (State fiscal agent)
- Additional team members for refunding (refinancing) transactions



Role of Bond Counsel

- Draft authorizing documentation in accordance with state and local statutes, charters or codes
- Consider and review Federal tax law and IRS regulations; determine eligibility for tax-exemption
- Provide unqualified legal opinion(s)
 - That the bonds have been duly authorized and are valid and enforceable obligations
 - That the bonds are exempt from Federal income tax (or, not)
- Opinion is required by rating agencies, insurers and underwriters (on behalf of investors)



Role of Financial Advisor

- Provide current market-based expertise
- Review of debt plan and affordability
- Structural and financial analysis and advice
- Coordination of financing team; time schedule
- Communication with rating agencies and bond insurers
- Perform functions for sale of bonds
 - Notice of sale and marketing for competitive sale
 - Pricing review and input for negotiated sale
- Underwriter coordination and communication
- Fiduciary responsibility: must provide advice in the best interest of the City



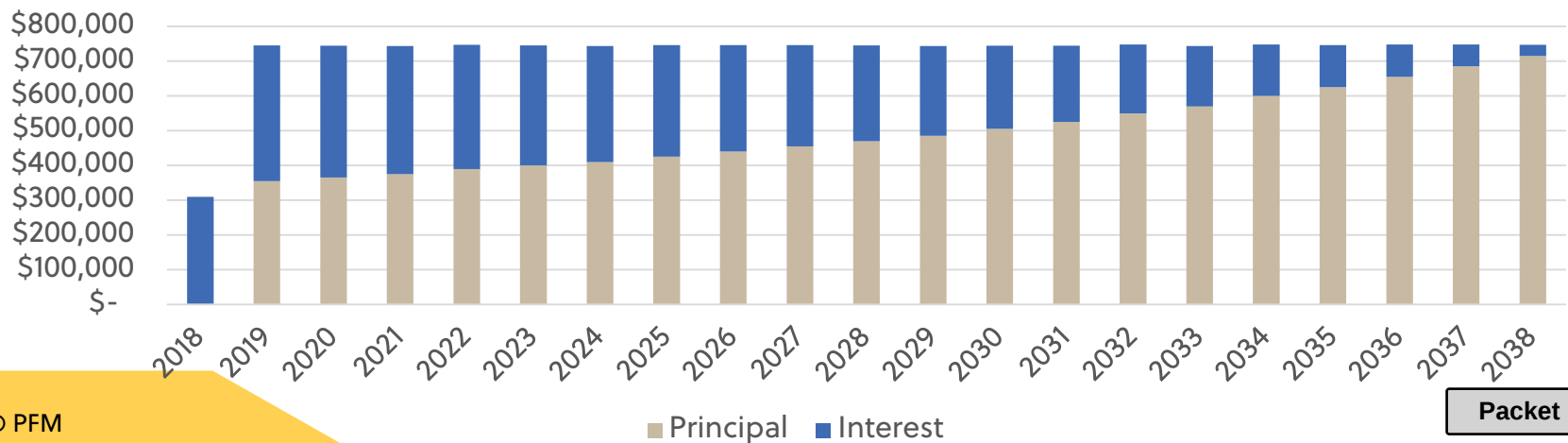
Plan of Finance

- Estimated total cost of recreation complex: \$15-20 million
- Anticipated project timeline:
 - Begin construction summer 2017
 - Project completion in fall 2018
 - Bulk of project expenditures in 2018
- The City anticipates issuing approximately \$10 million of Limited Tax General Obligation Bonds
 - Other funding sources: existing REET and park impact fee funds
 - Potential state and/or federal grants



Plan of Finance

- The chart below shows a potential structure for a \$10 million bond issue (*preliminary; subject to change*)
- Bonds are typically sold as serialized obligations: bonds mature in year 1, others in year 2, etc., through year 20
 - Different interest rates for different maturities, resulting in a blended True Interest Cost (TIC)
- Tax-exempt bonds typically have a “call option” of 10 years (bonds may be redeemed or refinanced after 10 years)
- Shorter call options are less common, but possible





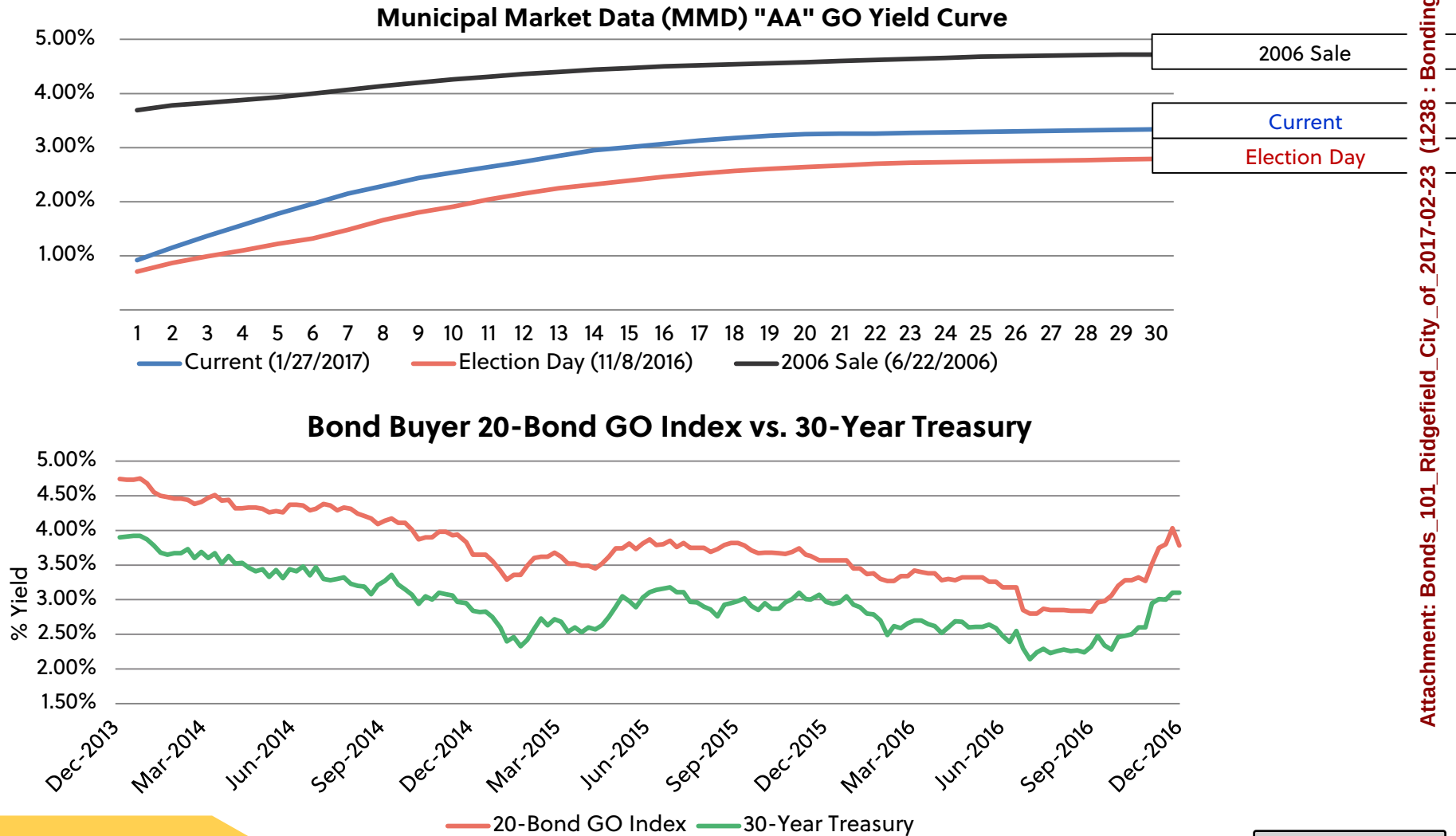
Debt Capacity

- The tables below illustrate the impact of the proposed bonds on the City's debt capacity:

Non-Voted General Obligation Debt Capacity	
2016 Assessed Valuation for 2017 Collection	\$1,062,451,903
LTGO Debt Capacity (1.5% of AV)	\$ 15,936,779
Less: Outstanding LTGO Bonds and Note	<u>(92,030)</u>
Remaining LTGO Debt Capacity	\$ 5,844,749
Total General Obligation Debt Capacity for General Municipal Purposes	
2016 Assessed Valuation for 2017 Collection	\$1,062,451,903
Total Debt Capacity (2.5% of AV)	\$ 26,561,298
Less: Outstanding LTGO Bonds and Note	(92,030)
Less: New Bonds	<u>(10,000,000)</u>
Remaining Total Debt Capacity for General Municipal Purposes	\$ 16,469,268

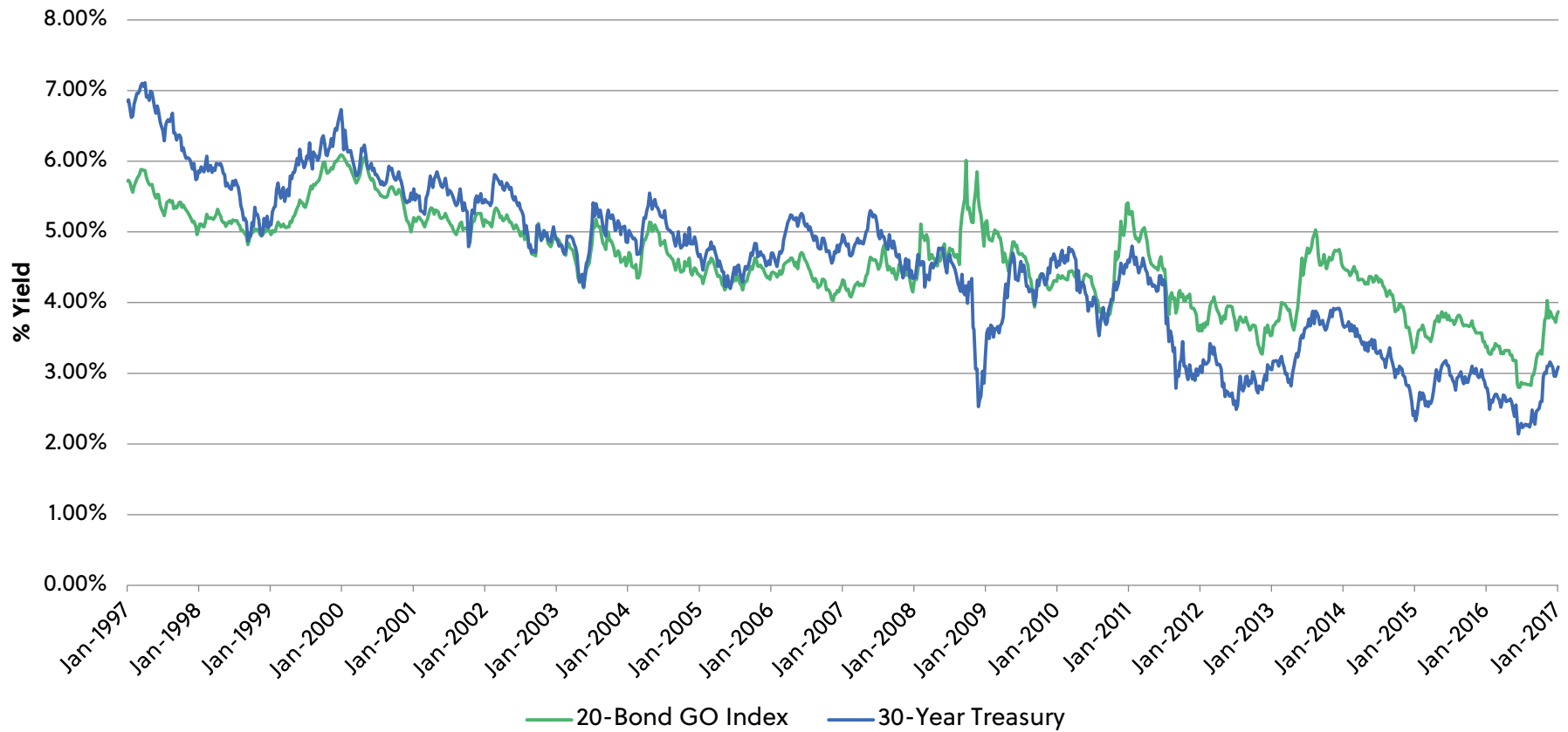


Market Update





20 Bond GO Index vs. 30-Year Treasury (20 years: January 1997 to January 2017)



Attachment: Bonds_101_Ridgefield_City_of_2017-02-23 (1238 : Bonding 101)



Bond Sale Timing

- The sooner the City's bonds are sold, the sooner it can "lock in" interest rates
 - Borrowing rates remain near historical lows

BUT...

- Project costs are still preliminary
- Total funding plan not yet finalized
- Bulk of project expenditures not expected until 2018
- Borrowing early would require City to make interest payments with resources that could otherwise be applied directly to the project
- Size and timing of bond issue should be considered in the broad context of project delivery, not just market conditions (and need to comply with tax rules)



Rating Agencies

- Three major ratings agencies are Moody's Investors Service, Inc. ("Moody's"), S&P Global Ratings ("S&P"), and Fitch Ratings ("Fitch")
- Credit rating agencies are firms that analyze the probability of the debt instrument returning all of the principal to the investor
- Municipal credit ratings are opinions of the investment quality of issuers and issues in the municipal bond market
 - Underwriters and investors rely upon the credit quality judgment made by the rating agencies
- The municipal bond market has slightly different rating criteria from the corporate debt market
- General obligation ratings are generally scored along 4 or 5 categories:
 1. Economy & tax base
 2. Financial condition of the general fund
 3. Management
 4. Debt and pension obligations
 5. Institutional framework (state law)



What is a Rating?

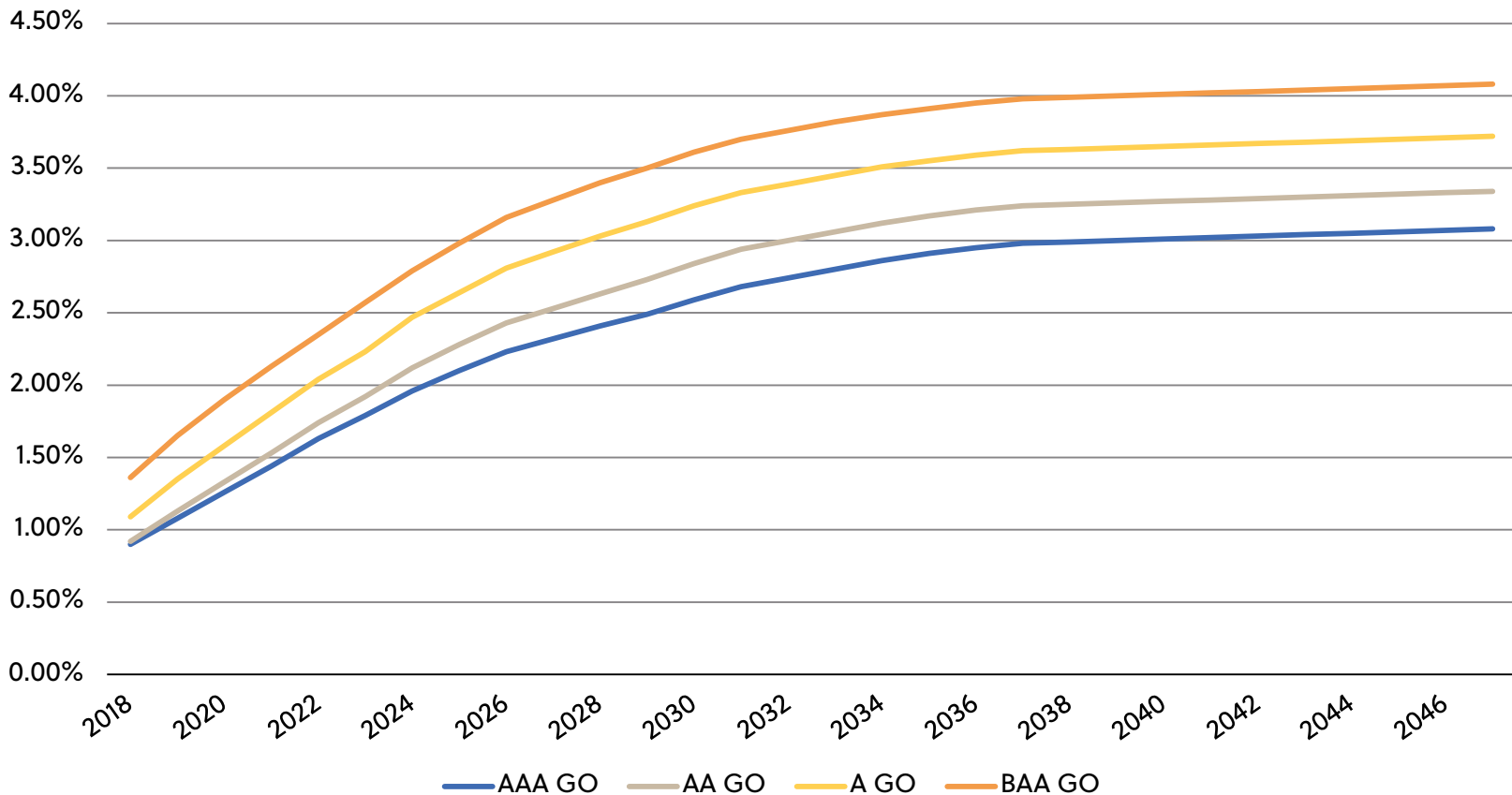
- An alphabetic and/or numeric symbol used to give relative indications of credit quality
- Measure the risk to the investor that issuer will default, both the willingness and ability to pay
- Independent, objective & relative assessments of both qualitative & quantitative factors

	Moody's	S&P	Fitch
Investment Grade	Aaa	AAA	AAA
	Aa	AA	AA
	A	A	A
	Baa	BBB	BBB
Non-Investment Grade	Ba	BB	BB
	B	B	B
	Caa	CCC	CCC
	Ca	CC	CC
	C	C	C



Credit Quality Affects Borrowing Costs

- Interest rates are affected by both market conditions and credit quality of the issuer





Key Transaction Milestones



Key Transaction Milestones

- **Next step for City finance team: determine appropriate size, structure, and timing of bond sale**
- Finance team develops documentation
 - Bond ordinance
 - Ratings presentation
 - Preliminary Official Statement (and later, final OS)
- City Council passes ordinance approving the bonds
 - Delegate authority to City Manager / Finance Director to approve bond sale within key parameters (maximum size, true interest cost, and maturity)
- Apply for and receive credit rating
- Publish Preliminary Official Statement (POS)
- Price bonds and sign Bond Purchase Agreement
- Closing – funds are delivered
- A typical bond sale process takes approximately 2-3 months



Disclosure Requirements



Securities Laws

SEC Rule 10b-5 provides that it is unlawful, in connection with the purchase or sale of securities to:

- Employ any device, scheme or artifice to defraud
- Make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading
- Engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person



Securities Laws

- Section 17(a) of the Securities Act (parallels Rule 10b-5)
- Negligence is sufficient to establish a violation of Section 17(a)
 - no finding of “scienter” is required
 - “knew or should have known” standard for establishing negligence
 - Failure by an actor to conform conduct to the standard of a reasonable person under like circumstances
- *Take-away: Issuers have responsibility for the accuracy and completeness of bond offering documents*



Active SEC Enforcement Environment

- A number of recent “firsts”
 - Looking beyond the disclosure documents
 - Barring individuals and issuers from participating in bond issuances
 - Stopping bond issues from proceeding
 - Seeking financial penalties
 - Holding individuals liable
 - Including “control persons”
 - Pursuing criminal charges
 - Federal jury trial
- *A focus on disclosure policies and procedures*



Disclosure Procedures

- Procedures: To ensure accurate, complete, timely initial and ongoing disclosure and to manage securities legal risk
- Identify responsible individuals, outline process for updating and checking information
- One individual will sign a "10(b)5" certificate on behalf of the issuer
- Other individuals, including those who could be deemed to be "control persons"
 - Be aware of potential gaps in procedures
 - Example: sensitive material nonpublic information
 - Important to keep "responsible staff" informed of any non-public items, so responsible staff can determine whether disclosure is required.
 - Particularly as Preliminary Official Statement is prepared and through bond offering period.



Securities Laws

- Ongoing Disclosure Obligations:
 - SEC Rule 15c2-12 requires an underwriter to obtain an undertaking by the issuer to provide ongoing disclosure to the market
 - Financial statements and certain operating data must be filed by the City no later than September 30th on the EMMA system
 - Certain listed events must be filed within 10 days, including rating changes, redemptions of bonds, failure to file annual information, and payment and covenant defaults
- Speaking to the market:
 - Securities Act requires that when an issuer of securities provides information that can reasonably be expected to be relied on by the market, the issuer must ensure the information is not inaccurate or misleading
 - Examples of information that can be relied on are audited financial statements, financial information posted on a website and certain press releases



Tax Considerations



Tax Considerations

- Generally tax exempt bonds can only be issued to finance capital projects that are expected to be used for a governmental purpose
- No more than 10% of the proceeds of the bonds, measured on an annual basis and averaged over the life of the bonds, can be used by a private party
- Limit is 5% if the use is unrelated to the governmental purpose of the bonds
- More private business use may be allowed if no payments or de minimis payments are made by the private party



Tax Considerations - Continued

- For buildings, private business use generally is measured by percentage of space used in private business use averaged over life of the bonds. May allocate a portion of equity to be used by a private party
- Management contracts may result in private business use
- Examples that can result in private use: private ownership, leases, preferential rates, use by non-profits and the federal government
- Examples of arrangements that are not private use: general public use, use by a state or local government, certain short-term uses, incidental use such as vending machines and advertising displays
- If there is too much private use, within 90 days must take remedial action to either pay off a portion of the bonds or use proceeds from a sale to finance other capital improvements



Tax Considerations - Continued

Arbitrage Rebate

- Arbitrage and rebate rules apply to earnings on investments of bond proceeds prior to being spent and certain money set aside to pay bonds (bond redemption or reserve accounts)
- Must rebate excess of amount earned over what would have been earned if invested at bond yield
- Low investment rates since 2008 have resulted in no arbitrage rebate

Records Retention

- Maintain records for life of the bonds (including refunding bonds) plus three years.



Questions and Discussion

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Stacey Crawshaw-Lewis, Partner

(206) 245-1714 | stacey.lewis@pacificallawgroup.com



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 23, 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: February 23 2017 Claims Report(PDF)

Approved to be placed on City Council Agenda:

City of Ridgefield
Claims Payment Report
For Approval on: February 23, 2017

Sum of Amount				
Vendor Name	Vendor Number	Invoice Number	Description	Total
3PEAKS PUBLIC HOUSE & TAPROOM	2664	2	Feb. 2017 1st Saturday Catering Service	48.46
3PEAKS PUBLIC HOUSE & TAPROOM Total				48.46
ADVANCED EXCAVATING SPECIALISTS LLC	2066	16054-3	N. 4th Place Improvements	8,036.01
ADVANCED EXCAVATING SPECIALISTS LLC Total				8,036.01
AMERICAN PLANNING ASSC (APA)	25	158007-1711	2017 American Planning Assoc. Membership Dues	400.00
AMERICAN PLANNING ASSC (APA) Total				400.00
APSCO INC.	763	19582	Motor for Grit Pump @ WWTP	1,416.88
APSCO INC. Total				1,416.88
ARAMARK UNIFORM SERVICES	32	862751108	Uniform Services	51.50
		862740529	Uniform Services	51.50
		862761667	Uniform Services	51.50
		862740528	Floor Mats - City Hall	7.11
			Floor Mats - PW	3.88
			Floor Mats - PD	4.52
			Floor Mats - CDDI	3.88
		862761666	Floor Mats - City Hall	7.11
			Floor Mats - PW	3.88
			Floor Mats - PD	4.52
			Floor Mats - CDDI	3.88
		862751107	Floor Mats - City Hall	7.11
			Floor Mats - PW	3.88
			Floor Mats - PD	4.52
			Floor Mats - CDDI	3.88
ARAMARK UNIFORM SERVICES Total				212.67
B AND L PAPER COMPANY	2165	23649	PW FTE - Toilet Tissue and Roll Towels	442.49
		23650	City Hall Toilet Tissue and Roll Towels	130.87
		23659	PD Roll Towels	51.00
B AND L PAPER COMPANY Total				624.36
BERGERABAM	1708	317666	Smythe Road Trail Project	2,223.90
BERGERABAM Total				2,223.90
BLAIRCO INC	1493	17-84716	HVAC Maintenance - CDD	248.24
		17-84717	HVAC Maintenance - City Hall	237.40
BLAIRCO INC Total				485.64
BLUMENTHAL UNIFORMS AND EQUIPMENT	54	6834457	PD Uniforms	194.02

City of Ridgefield

Claims Payment Report

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BLUMENTHAL UNIFORMS AND EQUIPMENT Total				194.02
BSK ASSOCIATES	2119	V700285	Lab Analysis - Alkalinity	287.00
			Lab Analysis - Coliform	308.00
BSK ASSOCIATES Total				595.00
CASCADE PAYROLL ASSOCIATION	1498	2017-167075	2017 Cascade Payroll Membership - Blehm	20.00
CASCADE PAYROLL ASSOCIATION Total				20.00
CFM STRATEGIC COMMUNICATIONS INC.	2551	23805	Jan 2017 Lobbyist	4,530.00
CFM STRATEGIC COMMUNICATIONS INC. Total				4,530.00
CHUCKS PRODUCE	2781	E04077	2017 State of the City Catering Service	483.40
CHUCKS PRODUCE Total				483.40
CINTAS FIRE PROTECTION	2520	OF80015500	City Hall Fire Extinguisher Inspection	75.88
CINTAS FIRE PROTECTION Total				75.88
CITY OF BATTLE GROUND	92	881	Patrol Coverage	2,020.20
CITY OF BATTLE GROUND Total				2,020.20
CLACKAMAS CONSTRUCTION INC.	2391	15	Junction Well - Less 5% Retainage	37,740.09
			Junction Well & 1.0 MG Reservoir 5% Retainage	(3,395.39)
			Junction 1.0 MG Reservoir - Less 5% Retainage	35,871.93
CLACKAMAS CONSTRUCTION INC. Total				70,216.63
CLAIRE LUST	2782	201702-01	Meal Per Diem - Safety Committee Training	31.00
CLAIRE LUST Total				31.00
CLARK COUNTY	102	220004633	4th Qtr 2016 Limited Court Services	140.00
		230002019	2017 - Annual RMS Support/Maint Fee	4,617.84
CLARK COUNTY Total				4,757.84
CLARK COUNTY TITLE	1603	CL6785	Title Report to Verify Easements	216.80
CLARK COUNTY TITLE Total				216.80
CLARK PUBLIC UTILITIES	110	201702-22	211 N Main Ave - CDD Annex	232.63
		201702-16	Pioneer St. & Gee Creek Loop - Electricity	26.66
		201702-14	3701 N 3rd Cir - Electricity	26.90
		201702-21	911 N 65th Ave Intertie 2 - Water	84.50
		201702-17	Overlook Park - Electricity	138.89
		201702-15	512 N Allen Dr - Electricity	26.83
		201702-18	2300 N 3rd Way Bellwood Trail Lights	32.87
		201702-19	800 NE 264 St Intertie 1 - Water	657.90
		9965554	Pole #R41201254 Replacement - N Pioneer Canyon Dr & N 43rd PL	2,542.37
		201702-20	1504 NW Intertie 3 - Water	67.85
CLARK PUBLIC UTILITIES Total				3,837.40
CLARK REGIONAL WASTEWATER DISTRICT	741	201702-01	109 W Division WWTP - Sewer	247.53

City of Ridgefield

Claims Payment Report

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CLARK REGIONAL WASTEWATER DISTRICT	741	201702-03	230 Pioneer St City Hall - Sewer	135.41
		201702-05	Abrams Park Restrooms - Sewer	75.98
		201702-07	Abrams Park Former Mgr House - Sewer	26.07
		201702-02	116 N Main Ave PD - Sewer	47.79
		201702-04	301 N 3rd Ave CDD - Sewer	47.79
		201702-09	255 S 56th Pl Well & Reservoir - Sewer	61.27
		201702-08	Abrams Park Former Mgr House - Sewer	47.79
		201702-06	Abrams Park Kitchen - Sewer	44.11
CLARK REGIONAL WASTEWATER DISTRICT Total				733.74
COLUMBIA RESOURCE COMPANY	114	14605	Waste Removal - Streets	18.65
			Waste Removal - Abrams Park Demo	4,653.76
COLUMBIA RESOURCE COMPANY Total				4,672.41
COMCAST	2271	201702-01	City Hall Communications	66.91
			City Hall Internet	184.90
		201702-03	Community Center WiFi	269.93
		201702-02	PD Communications	289.65
		201702-04	WWTP Communications	296.28
COMCAST Total				1,107.67
COMCAST BUSINESS	1666	50568066	City Hall Communications	362.05
COMCAST BUSINESS Total				362.05
COMDATA NETWORK INC.	1101	20270676	Fuel PW - XN173	1,185.85
			Fuel CDD - XN173	243.69
		20270675	Fuel PD - XN795	544.66
COMDATA NETWORK INC. Total				1,974.20
DEPARTMENT OF ECOLOGY	144	2017-WA0023272	Water Quality Program Wastewater Permit-2nd half Fiscal Yr 2017	2,332.80
DEPARTMENT OF ECOLOGY Total				2,332.80
DEPARTMENT OF HEALTH	148	2017-004874	2017 Annual Fee & Operating Permit App. - Public Water System	2,728.30
DEPARTMENT OF HEALTH Total				2,728.30
DEPARTMENT OF LICENSING	154	201702-01	2017 Dealer License	125.00
		2017-RG0000152	CPL Fees - Cooper	18.00
		2017-RG0000154	CPL Fees - Pfeifer	18.00
		2017-RG0000153	CPL Fees - Burger	18.00
		2017-RG0000150	Late CPL Fees - Larson	21.00
DEPARTMENT OF LICENSING Total				200.00
DONALD WEBBERLY	2256	201702-01	Meal Per Diem - Safety Committee Training	31.00
DONALD WEBBERLY Total				31.00
E2 LAND USE PLANNING SERVICES LLC	485	201702-01	Planning Consultant - Gee Creek Plateau Subarea Plan - Jan. 2017	120.00

City of Ridgefield

Claims Payment Report

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E2 LAND USE PLANNING SERVICES LLC	485	201702-01	Planning Consultant - RORC - January 2017	576.00
			Planning Consultant - Streets - January 2017	180.00
			Planning Consultant - January 2017	23,572.02
			Planning Consultant - Parks - January 2017	684.00
			Planning Consultant - Gee Creek Trail - January 2017	52.50
E2 LAND USE PLANNING SERVICES LLC Total				25,184.52
ELCOR INC	2081	9431	Network and Equipment Upgrade	13,136.56
		MSP-9426	Information Technology Services - January 2017	6,737.61
ELCOR INC Total				19,874.17
EVERGREEN RURAL WATER OF WA	176	34641	Evergreen Rural Water of WA 2017 Annual Conference - Crockford	275.00
		34642	Evergreen Rural Water of WA 2017 Annual Conference - Strickler	275.00
EVERGREEN RURAL WATER OF WA Total				550.00
FERGUSON ENTERPRISES INC # 8423	181	564236	Meters for Meter Replacement Program	17,786.27
FERGUSON ENTERPRISES INC # 8423 Total				17,786.27
H.D. FOWLER COMPANY	2036	I4421136	Water Meters	1,082.56
H.D. FOWLER COMPANY Total				1,082.56
HARPER HOUF PETERSON RIGHELLIS INC.	1678	39581	N. 4th Place Improvements	381.24
HARPER HOUF PETERSON RIGHELLIS INC. Total				381.24
HOME DEPOT CREDIT CARD SERVICES	1805	13330	PW Shop Supplies - FTE	91.50
		3080134	Parks Supplies	33.43
			City Hall New Fridge Water Line	16.78
		6010347	City Hall New Fridge Water Line	72.93
		2025484	Streets Supplies	100.36
HOME DEPOT CREDIT CARD SERVICES Total				315.00
HONEY BUCKETS	223	550247313	Davis Park Port-a-Potty	298.00
HONEY BUCKETS Total				298.00
INTERMEDIA.NET INC	2187	1702001435	Voice Service Charges	79.57
INTERMEDIA.NET INC Total				79.57
INTERSTATE SPECIAL EVENTS	2706	107855-1	Feb 2017 First Sat - Canopy Rental	1,265.41
INTERSTATE SPECIAL EVENTS Total				1,265.41
J.L. STOREDAHL AND SONS	558	202920	PW Stockpile - 3/4" Rock	143.93
J.L. STOREDAHL AND SONS Total				143.93
J2 BLUE PRINT SUPPLY	243	AR22865	Hew-F9A30A - Designjet T830 36" 1-roll copier printer scanner	6,390.19
			Hew-F9A30A - Designjet T830 - 2 year warranty	2,471.52
J2 BLUE PRINT SUPPLY Total				8,861.71
JANEAN Z PARKER	2199	144	Legal Services - Community Development	4,900.00
			Legal Services Flat Charges Filing Fees	1,131.25

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JANEAN Z PARKER	2199	144	Legal Services - RORC	306.25
JANEAN Z PARKER Total				6,337.50
JESSICA KIPP	2099	201702-01	Meal Per Diem - Safety Committee Training	31.00
		201702-02	Mileage Reimbursement	53.70
JESSICA KIPP Total				84.70
JOE TURNER P.C.	1437	611	Public Hearings	2,643.46
JOE TURNER P.C. Total				2,643.46
JUDY HINZ	2783	201701-01	First Saturday Chili Challenge Winner	250.00
JUDY HINZ Total				250.00
K&B SOLUTIONS LLC	2719	1543	Custom Silicone Bracelets - WA State Use/Sales Tax 8.4%	(26.87)
			Custom Silicone Bracelets	346.72
K&B SOLUTIONS LLC Total				319.85
KIRK JOHNSON	1716	201702-01	Meals Per Diem - Johnson - Piper Jaffray Municipal Conf.	52.00
KIRK JOHNSON Total				52.00
LAKESIDE INDUSTRIES	264	2115644MB	EZ Street Asphalt	726.02
LAKESIDE INDUSTRIES Total				726.02
LARCH CORRECTIONS CENTER	2088	LCC1701.430	Streets Clean Up - Work Crew	128.70
			Parks Clean Up - Work Crew	116.97
LARCH CORRECTIONS CENTER Total				245.67
LOOMIS	2786	11959739	Courier Services	42.40
LOOMIS Total				42.40
LYNCH JANITORIAL AND CLEANING LLC	2197	1805	Jan 2017 Janitorial Service - PW FTE	159.92
			Jan 2017 Janitorial Service - CDD	159.91
			Jan 2017 Janitorial Service - PD	159.92
			Jan 2017 Janitorial Service - City Hall	159.92
LYNCH JANITORIAL AND CLEANING LLC Total				639.67
MACKAY AND SPOSITO INC.	899	30677	Gee Creek Trail Project - Services through Jan. 28 2017	1,115.27
MACKAY AND SPOSITO INC. Total				1,115.27
MINUTEMAN PRESS	1432	76002	Date Stamp - Rubio	80.40
			Date Stamps - Basarab & Blehm	160.78
MINUTEMAN PRESS Total				241.18
MUNICIPAL CODE CORP.	1185	281850	Codification	1,426.77
MUNICIPAL CODE CORP. Total				1,426.77
NAPA AUTO PARTS	498	959744	Vehicle Maint - Eli Truck	9.80
			CDD Vehicle Maint - Blazer	79.22
			PW FTE - Shop Supplies	45.25
			Power Cord for Tad's Truck	21.99

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NAPA AUTO PARTS	498	959744	Vehicle Maint - Dusten Truck	9.80
		961556	PW Shop FTE Supplies	358.63
			Vehicle Maint - Scott Truck	66.57
		961121	Water Operational Supplies - Generator	35.40
		960688	PD Vehicle Maintenance	69.04
		960434	Water Operational Supplies - Generator	53.10
NAPA AUTO PARTS Total				748.80
NICK CROCKFORD	492	201702-01	Reimbursement - Insulated Bib Overalls - Crockford	95.38
NICK CROCKFORD Total				95.38
NORTHWEST NATURAL GAS	315	201702-01	City Hall - Natural Gas	445.46
		201702-03	Police Department - Natural Gas	107.37
		201702-02	PW Shop - Natural Gas	365.91
NORTHWEST NATURAL GAS Total				918.74
OFFICE MART	321	14797	Chair - Brunson	324.12
OFFICE MART Total				324.12
OFFICEMAX INCORPORATED	1599	926053	PW Supplies	3.49
			PW Office Supplies	86.59
			General Office Supplies	292.77
			General Events Supplies	71.41
			CDD Supplies	3.49
		948229	PD Operational Supplies -Blast Away Canned Air	16.24
		947115	PD Operational Supplies -K-Cups Tylenol Gloves & cleaning supp	105.25
			PD Office Supplies - Envelopes Legal Pads	35.83
		858797	PD Office Supplies - Paper Clips & Hanging Folders	39.73
			PD Operational Supplies - Lysol Wipes	13.09
OFFICEMAX INCORPORATED Total				667.89
ONE CALL CONCEPTS	326	7019086	Excavation Notification & Modem Ticket Delivery	163.68
ONE CALL CONCEPTS Total				163.68
ON-HOLD CONCEPTS INC	2217	423048	On-Hold Music Service	24.95
ON-HOLD CONCEPTS INC Total				24.95
PACIFIC OFFICE AUTOMATION	2710	559140	CDD/PW Quarterly Usage	83.69
			City Hall Quarterly Usage	272.58
		559141	PW Shop Quarterly Usage	33.04
PACIFIC OFFICE AUTOMATION Total				389.31
PATRICK HILDRETH BRAND AND DESIGN	2372	691	PD Logo Design	500.00
			Website design & development - payment 3 of 3	2,900.00
			Powerpoint Template Design	250.00

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PATRICK HILDRETH BRAND AND DESIGN Total				3,650.00
PBS ENGINEERING AND ENVIRONMENTAL	342	0070940.001-1	Sports Complex - Phase II	38,589.58
PBS ENGINEERING AND ENVIRONMENTAL Total				38,589.58
PFEIFER'S MOBILE CONCRETE	1680	4400	Sidewalk Replace @ Mill & Railroad Tracks	260.16
PFEIFER'S MOBILE CONCRETE Total				260.16
POSTMASTER	348	201702-01	2017 Box Renewal - Civil Service #414	64.00
POSTMASTER Total				64.00
REFLECTOR	369	C95524	Credit for Ad #95524	(52.58)
		96081	Notice of Type III Hrg.	135.09
		96193	Pub. Hrg. Notice - Quail Homes	72.46
REFLECTOR Total				154.97
RIDGEFIELD HARDWARE	376	201702-01	PW Ops Facility Upgrade	550.57
			Operational Supplies - CDD	64.26
			Operational Supplies - PD	51.55
			Operational Supplies - Parks	223.51
			Operational Supplies - Water	181.25
			Operational Supplies - WWTP	294.30
			Operational Supplies - Streets	216.29
			Operational Supplies - Cemetery	1.13
			Operational Supplies - Events	16.58
			Operational Supplies - City Hall	16.94
			Operational Supplies - Storm	55.31
			Small Tools - Water	14.63
RIDGEFIELD HARDWARE Total				1,686.32
ROY RHINE	1686	201702-01	Meal Per Diem - Safety Committee Training	31.00
ROY RHINE Total				31.00
SEARS COMMERCIAL ONE	390	T399084	City Hall New Refrigerator	1,620.56
SEARS COMMERCIAL ONE Total				1,620.56
SGA ENGINEERING PLLC	2596	10793	45th/Royal Rd Project	845.00
SGA ENGINEERING PLLC Total				845.00
SHERRI FAHEY	2784	201701-01	First Saturday Chili Challenge Winner	100.00
SHERRI FAHEY Total				100.00
SHRED-IT US JV LLC	2274	8121697401	Secure Shredding - City Hall	31.20
		8121697400	Secure Shredding - CDD/PW	31.20
SHRED-IT US JV LLC Total				62.40
SKAMANIA COUNTY SHERIFF'S OFFICE	1554	201702-01	Jail Beds - January 2017	550.00
SKAMANIA COUNTY SHERIFF'S OFFICE Total				550.00

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SMARSH	2550	INV00210963	Social Media & Email Archiving Jan 2017	188.00
SMARSH Total				188.00
SPOK INC.	295	A0364104N	Communications	339.96
SPOK INC. Total				339.96
STERICYCLE	2504	3003730797	Hazardous Waste Disposal	10.36
STERICYCLE Total				10.36
TAPANI INC	420	14921	Division Street Storm Drain Project - 5% Retainage	(1,665.98)
			Division Street Storm Drain Project	33,319.50
TAPANI INC Total				31,653.52
THE ART SHACK	2785	1952	Feb 2017 First Saturday Supplies - Aprons	81.30
THE ART SHACK Total				81.30
THE MASTERS TOUCH LLC	1786	P49897	Delinquent Utility Statements Feb 2017 - Postage	217.30
		49897	Delinquent Utility Statements - Feb 2017	346.31
THE MASTERS TOUCH LLC Total				563.61
THE PARR COMPANY	964	26350070	Orange gloves for flagging @ school	14.72
THE PARR COMPANY Total				14.72
TRABUCCO CONSULTING LLC	2236	6816	March 2017 & Annual 1st Sat Postcards	1,582.34
			March 2017 & Annual 1st Sat Postcards - WA State Use/Sales Tax	(122.62)
TRABUCCO CONSULTING LLC Total				1,459.72
US BANK	2237	201702-01	Custody Charges	32.00
US BANK Total				32.00
VANCOUVER AUTO GROUP	451	94540	PD Vehicle Maintenance	28.42
VANCOUVER AUTO GROUP Total				28.42
VANCOUVER BOLT AND SUPPLY	447	VA-86558	Upgrade PW Ops Facility	8.54
VANCOUVER BOLT AND SUPPLY Total				8.54
VERIZON WIRELESS	452	9779473009	PW New Cell Phones	1,593.29
			PD Cell Phones	793.01
			Council iPads	280.07
			PW Cell Phones and 2 iPads	647.87
			Tad New iPad	845.50
			City Manager iPad	29.97
			Tad Cell Phone Cover	40.63
			PW Director iPad	29.97
			Julie iPad	29.97
			Finance Director iPad	29.97
			CDD Cell Phones	174.81
			Deputy City Manager iPad	29.97

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VERIZON WIRELESS	452	9779473009	Community Development Manager iPad	29.97
			PD Chief iPad	29.97
VERIZON WIRELESS Total				4,584.97
WA TRUST FOR HISTORIC PRESERVATION	2341	201702-01	Main Street Mtg Meal for Knottnerus - Winter Leadership	12.95
WA TRUST FOR HISTORIC PRESERVATION Total				12.95
WA WILDLIFE AND RECREATION COALITION	1076	WWRC17-Mem	2017 WA Wildlife and Recreation Membership	250.00
WA WILDLIFE AND RECREATION COALITION Total				250.00
WELLS FARGO	1681	201702-7829	Jan 2017 Stmt-Kipp Notary Law	178.00
			Jan 2017 Stmt-Kipp Amazon Marketplace	342.50
			Jan 2017 Stmt-Kipp Fred Meyer	82.87
			Jan 2017 Stmt-Kipp Target	15.19
			Jan 2017 Stmt-Kipp Marshalls	30.00
			Jan 2017 Stmt-Kipp The Home Depot	78.81
			Jan 2017 Stmt-Kipp Facebook	122.60
			Jan 2017 Stmt-Kipp Walmart Supercenter	6.91
			Jan 2017 Stmt-Kipp Dollar Tree	5.42
		201702-1334	Jan 2017 Stmt-Arends Sportsmans Steakhouse	15.08
			Jan 2017 Stmt-Arends Safeway	18.42
			Jan 2017 Stmt-Arends Bruchis Cheesesteaks	20.00
			Jan 2017 Stmt-Arends WSU Vanc Dining Services	6.50
			Jan 2017 Stmt-Arends Sadie and Josies Bakery	27.99
			Jan 2017 Stmt-Arends Round Table Pizza	52.47
			Jan 2017 Stmt-Arends El Rancho Viejo	12.80
			Jan 2017 Stmt-Arends Starbucks	8.62
			Jan 2017 Stmt-Arends Angelos Supplies	821.63
		201702-5651	Jan 2017 Stmt-Blehm Costco Online	189.05
			Jan 2017 Stmt-Blehm Alaska Airlines	1,337.60
		201702-8717	Jan 2017 Stmt-Niten Sportsmans Steakhouse	33.72
			Jan 2017 Stmt-Niten Vinnies Pizza	80.46
		201702-4689	Jan 2017 Stmt-Johnson Fuel Bistro	67.17
			Jan 2017 Stmt-Johnson WFOA	150.00
			Jan 2017 Stmt-Johnson Government Finance	560.00
			Jan 2017 Stmt-Johnson Paypal WashingtonM	375.00
			Jan 2017 Stmt-Johnson United	684.80
		201702-2725	Jan 2017 Stmt-Stuart Hazeldell Carwash	37.89
			Jan 2017 Stmt-Stuart El Rancho Viejo	28.66
			Jan 2017 Stmt-Stuart Alaska Air	666.58

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WELLS FARGO	1681	201702-2725	Jan 2017 Stmt-Stuart Bilygans Roadhouse	16.85
			Jan 2017 Stmt-Stuart Adobe	16.25
			Jan 2017 Stmt-Stuart Travel Insurance Policy	36.66
			Jan 2017 Stmt-Stuart GA-Campus Parking	12.00
			Jan 2017 Stmt-Stuart Fuel Bistro and Wine	64.19
			Jan 2017 Stmt-Stuart Country Cafi½	21.81
			Jan 2017 Stmt-Stuart ACT Washington City-Co	315.00
			Jan 2017 Stmt-Stuart Lucky Dragon Chinese	11.68
			Jan 2017 Stmt-Stuart SQ Pioneer Street	31.56
		201702-5667	Jan 2017 Stmt-Brunson Safeway	48.96
			Jan 2017 Stmt-Brunson Billygans Roadhouse	34.38
			Jan 2017 Stmt-Brunson The Home Depot	32.49
			Jan 2017 Stmt-Brunson Dollar Tree	9.69
			Jan 2017 Stmt-Brunson SVC Partners Supply	(150.52)
			Jan 2017 Stmt-Brunson Fred Meyer	61.29
			Jan 2017 Stmt-Brunson Oldcastle Precast	434.00
		201702-7785	Jan 2017 Stmt-Knott Grand Governer Hotel	116.12
			Jan 2017 Stmt-Knott Double Tree Hotels	214.44
			Jan 2017 Stmt-Knott Indeed	100.00
		201702-4542	Jan 2017 Stmt-Basarab Paypal Assoc of WA Cities	1,600.00
			Jan 2017 Stmt-Basarab Paypal Columbian	250.00
			Jan 2017 Stmt-Basarab Grand Governer Hotel	116.12
		201705-1765	Jan 2017 Stmt-Hoots Amazon.com	46.46
			Jan 2017 Stmt-Hoots TLO Transunion	25.00
			Jan 2017 Stmt-Hoots Jegs	296.94
			Jan 2017 Stmt-Hoots Costco	36.99
			Jan 2017 Stmt-Hoots WAPRO	25.00
			Jan 2017 Stmt-Hoots Galls	53.05
		201702-6206	Jan 2017 Stmt-Stuart Code Revisers Office	88.89
			Jan 2017 Stmt-Stuart Les Schwab Tires	323.24
		201702-4814	Jan 2017 Stmt-Kast Dry Box	86.72
			Jan 2017 Stmt-Kast SWCAA Payments	52.00
WELLS FARGO Total				10,484.00
WESTLIE FORD INC.	1639	FOCS98179	Vehicle Maint - Brunson	63.20
WESTLIE FORD INC. Total				63.20
WILCO FARM STORE	655	686978	Insulated Overalls - Thamert	119.23
WILCO FARM STORE Total				119.23

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WOODLAND TRUE VALUE HARDWARE	1507	B164030	Upgrade PW Ops Facility	9.30
WOODLAND TRUE VALUE HARDWARE Total				9.30
YULIYA BASARAB	1050	201702-02	Reimbursement for Uber Expense at Laserfiche Conference	61.53
YULIYA BASARAB Total				61.53
Grand Total				305,427.32

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 23, 2017
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Minutes from February 9, 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: 02-09-2017 Meeting Minutes (PDF)

Approved to be placed on City Council Agenda:



CITY OF RIDGEFIELD, WASHINGTON

City Council MEETING MINUTES

February 9, 2017

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM - [6:30 PM](#)

FLAG SALUTE

ROLL CALL

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

3. Late changes to the agenda - [6:32 PM](#)

Approval of Claims And/Or Payroll - Reduced an item by \$1500, joint obligation between the city and tenant at the fire station on 10th Street. Tenant paid directly to the appraiser. Approve as-is with the email that was sent out today.

Business - Remove Item #1, Resolution # 520. The necessary signature from the land owner was not obtained as of this evening.

PUBLIC COMMENT - [6:33 PM](#)

Kathy Winters. Ridgefield, WA. Speaking on behalf of the Garden Club. Already on agenda, will address under Business.

CONSENT AGENDA - [6:34 PM](#)

Council Member Don Stose moved to approve the consent agenda as presented with the amendment stated in email from today.

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

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

Attachment: 02-09-2017 Meeting Minutes (1234 : Approval of Minutes)

2. Approval of Minutes from January 26, 2017 Meeting - [6:34 PM](#)**PRESENTATION - [6:40 PM](#)****1. Presentation on Kalama Methanol Plant Proposal - [6:40 PM](#)**

City Manager Steve Stuart conducted a presentation on the proposed Methanol Plant Proposal. The purpose of the presentation is to provide factual information, background, process and next steps but not get into the pros and cons raised by project opponents or proponents. The project timeline started in 2014 and permitting continued into 2016. The process timeline shows steps for SEPA, the necessary shoreline permits, etc. The final EIS has been issued and is on the Port of Kalama's website. The hearings examiners held hearings on January 23rd and 24th on the two shorelines permits and a decision is expected within two to three weeks after those hearings. Their ruling will be reviewed by the Washington Department of Ecology who will issue the final decision. Once it's granted, they can begin their work. Council Member Taylor composed a letter reflecting his thoughts, experience and ideas about the plant and potential impacts. He will be submitting it to the Reflector and city. A copy of the letter is provided to council.

City Council asked about the position of other local governments and agencies, production and transportation of this product, water sources, production process and water treatment. There were also questions about the cooling towers, their functions and safety concerns in the event of a spill or plant failure.

Joe Melroy, Ridgefield Resident - shared some additional comments about the Kalama Plant.

BUSINESS - [6:58 PM](#)**1. Motion - Approval of Authorization for Purchase of Property and Manufactured Homes at 211 N Main Ave - [7:00 PM](#)**

Finance Director Kirk Johnson reviewed the selection and negotiation process for property at N Main and Mill Street identified as the prime location for a public library. Staff recommends Council move forward with the purchase.

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

2. Motion - Approval of Parks Donation for Garden Club Plaque - [7:03 PM](#)

Public Works Director, Bryan Kast introduced Kathy Winters, a Ridgefield resident and Garden Club Member. The Garden Club wants to donate a stone and plaque in recognition of their founding members. Kathy presented an example of the memorial and the location for installation; Davis Park near the park sign facing Main Street.

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

PUBLIC COMMENT - [7:10 PM](#)

Tevis Laspa - Resident

Appreciates Council's support of an expanded library. Would like to know what the total acreage entails.

Enjoyed the State of the City Address and recognition of people/projects. Suggested starting on time and acknowledging the city's growing pains. As part of Art in the City, he would like to donate a golden retriever. This will be his final request, please let him know what he needs to do.

Kathy Winters - Resident

Attended the Parks Board meeting and this Council meeting. Suggested reformatting the agenda to fit on one page instead of two. Also notice we're using plastic cups which are non-degradable.

Staff Response: We print double sided to minimize paper. It's a good reminder and we will push to do better.

The property acquisition of the library is about .14 acres, approximately 40,000 square feet. The total anticipated need by the library district is 12,000-15,000 square feet for the facility and equal square feet for parking.

COUNCIL/PRESIDING OFFICER/STAFF REPORTS - [7:16 PM](#)

Council - [7:16 PM](#)

Council Member Wertz - Attended State of the City Address and Future Housing Summit in Vancouver.

Council Member Day - Attended two meetings on the CREDC Board, First Saturday Tailgate Party, State of the City Address and City Manager Briefing.

Council Member Wells - Attended City Manager Briefings, State of the City Address, Port of Ridgefield meeting and City Council tonight.

Council Member Stose - Attended the same meetings as Council Member Wells.

Council Member Taylor - Attended the City Manager Briefings, State of the City Address and Future Housing Summit in Vancouver.

Council Member Main - Attended C-Tran meeting. Will meet with the Cowlitz Tribe Chairman, Bill Iyall, about public transportation. Attended the Ridgefield Youth Art. Tomorrow at 7:00 morning and Monday, there will be sign waving for the bond.

Mayor - [7:25 PM](#)

Mayor Onslow - Attended the Emergency Medical Service District #2 board meeting, did Facebook live with Nathan McCann for the school and spent a lot of time on the State of the City Address. He received a ton of help from Jessica Kipp on photo selection and arrangement. The Tailgate party was fun. Lee Knottnerus will start planning the Big Paddle event. Every project takes time.

Proclamation - Heart Health Month - [7:27 PM](#)

Mayor Onslow read a proclamation about heart disease to the Council and declared Feb 2017 as Heart Health Month. He encouraged all citizen to help raise awareness of the risk and ways to prevent heart disease.

City Manager - [7:29 PM](#)

City Manager, Steve Stuart - The City Council will be attending Association of Washington Cities, City Action Days, in Olympia next week. Kudos to staff for their work on State of the City event and Tailgate party.

City Attorney, Janean Parker - Attended hearing on the merits before the Growth Management Hearings Board on the appeal of the Clark County Comprehensive Plan related to expanding Ridgefield's urban growth area to include the Brown Parcel.

Finance Director, Kirk Johnson - no updates.

Public Works Director, Bryan Kast - Crew's are working hard to address flooding issues and are also working on numerous projects.

Community Developer Director, Jeff Niten - Provided an update on permits issued in January.

Deputy City Manager, Lee Knottnerus - First Saturday in February was a delicious event, we have the Youth Arts event coming up the First Saturday in March. We just put up a Facebook page about the Big Paddle event and already have 2100 people who have viewed it. A total of 2700 people viewed the State of the City Facebook Live page.

Mayor Onslow - Expressed appreciation to Lee Knottnerus and Steve Stuart for their help with the State of the City Address event.

Chief of Police, John Brooks - We are in the process of filling a vacancy in the Police Department but it takes several months to do backgrounds, the vetting process, etc. We're looking to fill the position by Christmas of this year from the academy.

FROM THE COUNCIL

ADJOURN - [7:40 PM](#)

Lisa Blake, PW Administrative Assistant

Ron Onslow, Mayor

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: February 23, 2017

ITEM: PUBLIC HEARING/BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Approving a Development Agreement with 1108 S. Hillhurst Rd. Llc.

GOVERNING LEGISLATION: RDC 18.310.150, Development Agreements
RDC 18.620.080 (B), Extensions.

PREVIOUS COUNCIL ACTION TAKEN: None.

SUMMARY/BACKGROUND: The Quail Hill at Union Ridge subdivision received preliminary approval on July 11, 2007. The applicant has requested a two year extension of the preliminary plat approval to July 11, 2019. As part of this agreement the applicant has agreed to provide LED lights, the establishment of a Home Owners Association, and has agreed to meet the architectural design guidelines contained in the Ridgefield Development Code 18.210.060. Further, development of this 9.0 acre property will include a minimum of 13% of the gross total site area, or 1.17 acres, as open space, with placement of three bench features for use by the public to be located in consultation with city staff. The agreement also provides for land made available from adjacent parcel number 215383000 to satisfy additional open space requirements up to 17% of the original 9.0 acre site total. Finally, the agreement proposes to use adjacent parcel number 215383000, including a trail and bench features, to satisfy the open space requirements for subject 9.0 acre parcel, plus parcels 215443004 and 215443006.

BUDGET/FINANCIAL IMPACTS: None

RECOMMENDED ACTION OR MOTION: None. This is the first reading of the ordinance. Second reading is scheduled before City Council on March 9, 2017.

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: 2_15_17 - DA to extend expiration (FINAL) (2) (PDF)
02-15-2017 Maps (PDF)
Pedestrian Trail map - initial concept for discussion purposes (PDF)
Pedestrian Trail map with additional loop in northeast section - black dot pattern (PDF)

Approved to be placed on City Council Agenda:

Jeff Niten	Skipped	02/21/2017 3:08 PM
Jeff Niten out of the office to approve his step.		
Julie Basarab	Completed	02/21/2017 3:08 PM
Steve Stuart	Completed	02/22/2017 11:21 AM
City Council	Completed	02/23/2017 6:30 PM

ORDINANCE NO. 1228

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT WITH 1108 S. HILLHURST RD. LLC.

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

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

The Legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development; and,

WHEREAS, the City issued preliminary plat approval for the Property on July 11, 2007, Final Order PLZ-07-0024 ("Quail Hill at Union Ridge"); and

WHEREAS, the parties desire to extend the approval of the preliminary plat to July 11, 2019; and

WHEREAS, the project has been diligently pursuing development of the property since acquired by the current owner; and

WHEREAS, the Ridgefield City Council held a public hearing on the above referenced matter on February 23, 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 Construction, LLC. Execution of this Agreement will generally: Extend the preliminary plat approval to July 11, 2019.

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 9th DAY OF MARCH 2017.

Mayor, Ron Onslow

ATTEST/AUTHENTICATED:

Julie Basarab
City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing:	February 23, 2017
First Reading:	February 23, 2017
Second Reading/Passage:	March 9, 2017
Date of Publication:	
Effective Date:	

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 Construction, LLC, a Washington limited liability company; and Steven D. Belt
GRANTEE:	CITY OF RIDGEFIELD, WASHINGTON
ABBREVIATED LEGAL DESC:	_____
FULL LEGAL DESC:	See Exhibit A To This Document
ASSESSOR'S PROPERTY TAX	
PARCEL ACCOUNT NUMBER(S): 215443-002; 215383-000	
REFERENCE NUMBER OF RELATED DOCUMENTS:	_____

Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : Quail Hill Development Agreement)

DEVELOPMENT AGREEMENT

Effective Date: _____

PARTIES:

Quail Construction, LLC, a Washington limited liability construction company, and Steven D. Belt, an individual (both collectively “Developer”) are the owners of APN 215443-002, situated in Ridgefield, WA (“Property”). The legal description for this parcel is attached as **Exhibit A**.

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).

RECITALS:

The City issued preliminary plat approval for the Property on July 11, 2007, Final Order PLZ-07-0024 (“Quail Hill at Union Ridge”), attached as **Exhibit B** (the “Preliminary Plat Approval” and Subdivision Map).

Preliminary plat approval will expire July 11, 2017.

In accordance with RDC 18.620.080(B)(1), on February 6, 2017, the applicant submitted a written request for extension at least sixty days prior to the expiration of the preliminary plat approval, attached as **Exhibit C**.

In accordance with RDC 18.620.080(B)(2), there have not been any substantial changes in the laws governing the development of the plat with which lack of compliance would be contrary to public health, safety and welfare.

In accordance with RDC 18.620.080(B)(3), the requested extension will be conditioned upon compliance with current requirements in effect at the time of approval.

In accordance with RDC 18.620.080(B)(4)(c), the applicant has demonstrated that the applicant has pursued final platting in good faith in light of surrounding circumstances but has been delayed by specific verifiable extenuating circumstances and conditions beyond the control of the applicant as deemed appropriate by the city council:

The Parties acknowledge that the Great Recession which began in 2007 had significant impacts on the development and sale of real property, housing and related development projects. The subject Project suffered from the effects of the Great Recession, so that development did not proceed in accordance with the timeframes initially contemplated.

The current Developer acquired this project in 2006, immediately prior to the Great Recession.

The Parties acknowledge that due to the factors associated with the Great Recession, the Developer will be unable to obtain final plat approval prior to the July 11, 2017 expiration date.

The parties acknowledge that all street lights ultimately provided for as any part of this development of the Property that will be dedicated to the City shall contain LED lamps. The parties further agree that all residential construction shall conform to the City's residential design standards (RDC 18.210.060) and design standards applicable to development in effect on the Effective Date of this Amendment. The parties further agree that a Homeowners Association, and agreements to fund such an organization, shall be established. Before approval of the final development plan may be granted, the developer shall submit to the city covenants, deeds and/or homeowners' association bylaws and other documents. These documents shall be reviewed and approved by the city attorney and planning director prior to approval of the final development plan by the city. Such documents and conveyances shall be accomplished and be recorded, as applicable, with the county auditor as a condition of any final development plan approval.

The parties also agree that except as otherwise provided in this Agreement, the development shall provide a minimum of **seventeen (17) percent** of the total (gross) site area for common open space, which percentage exceeds the open space requirement effective as of the date of preliminary plat approval. Open space shall be used for the collective enjoyment of occupants of the development. Open space shall not include public or private streets or rights-of-way, driveways, above-ground utility facilities including storm water facilities, parking areas unless developed as part of park or trail

facility consistent with standards in the Ridgefield Parks and Recreation Comprehensive Plan, or the required yards for buildings or structures. Open space areas may include critical areas and buffers, but shall not be computed to include any submerged lands.

The Developer has carefully analyzed the existing subdivision plans as they pertain to the shovel-ready site, and has determined that there is no viable method of increasing the current open space percentage (approximately 13 percent of total (gross) site area) within the confines of the existing parcel boundaries.

However, the Developer understands the City has an interest in increasing the open space percentage in consideration for this Development Agreement. Therefore, the Developer initiated communications with the representative for adjacent parcel 215383000, and received confirmation that, subject to Union Ridge Property Owners Association Board approval and subject to completion of due diligence review, land will be made available from adjacent parcel 215383000 to satisfy the additional open space requirement imposed as a condition of this Development Agreement.

The concept is that adjacent parcel 215383000, which is approximately 10.34 acres in size, will serve as open space associated with residential development on the subject parcel 215443002, as well as parcels 215443004, and 215443006. Collectively the three parcels subject to residential development total approximately 22.2 acres, and the 10.34 acre parcel 215383000 would provide open space for these three parcels.

This concept may be formalized through one of the following mechanisms, the specific terms of which will be formalized through the execution and recording of a supplemental Development Agreement on or before June 30, 2017:

- A) A boundary line adjustment may be completed to provide for the formal transfer and integration of a portion of 215383000 into subject parcel 215443002, to satisfy the open space percentage requirement established by this Development Agreement;

Or

- B) A legal agreement acceptable to the City may be executed to establish that acreage from parcel 215383000, sufficient to satisfy the open space percentage requirement established by this Development Agreement, will be perpetually available for use and enjoyment by the residential development on the subject parcel 215443002;

Or

- C) In the event it is determined that use of adjacent parcel 215383000 for open space purposes is not possible for reasons not currently anticipated, Developer may elect

to designate additional open space from land currently devoted to residential lots in the proposed development on subject parcel 215443002, although at the time of this Development Agreement this option does not appear viable to Developer. In this event, the City will cooperate in good faith to evaluate and act upon an open space percentage proposed by the Developer that is greater than thirteen (13) percent of the total (gross) site area, but less than seventeen (17) percent of the total (gross) site area, based on information produced by the Developer regarding project viability.

In the event the use of adjacent parcel 215383000 is approved and formalized, Developer will cooperate in good faith with the City and owner of adjacent parcel 215383000 to develop a plan for improvements of a walking trail, benches, and similar amenities to be located upon adjacent parcel 215383000, with such amenities to be coordinated and compatible in nature among all areas of adjacent parcel 215383000, whether associated with residential development on the subject parcel 215443002, or parcels 215443004 and 215443006. Specific details regarding the trail and bench improvements associated with residential development on the subject parcel 215443002 will be included in the supplemental Development Agreement executed and recorded on or before June 30, 2017.

The Parties agree that it is in the best interest of the City and the Developer to reasonably extend the Preliminary plat approval for a **period of two (2) years** from the current expiration date, so that the new Preliminary plat expiration date shall be July 11, 2019; PROVIDED that a supplemental Development Agreement is recorded on or before June 30, 2017 as detailed herein.

The City will benefit from the extension, as it will enable the plat to be timely and appropriately developed to meet current residential housing needs and generate associated revenue for the City. Other cities in Washington have similarly found that factors associated with the Great Recession support extensions such as the extension authorized by this Agreement. *See*, for example, Haagen Development Agreement Extension – City of Vancouver, Washington; Aspen-Chinidere Development Agreement Extension – City of Stevenson, Washington.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Preliminary plat approval is extended to July 11, 2019; PROVIDED that a supplemental Development Agreement is recorded on or before June 30, 2017 as detailed 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 Developer 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 on July 11, 2019, 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
Developer:	Quail Construction, LLC / Steven D. Belt

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

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

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

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

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

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

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

Signatures appear on the following pages.

DEVELOPER – QUAIL CONSTRUCTION, LLC

By: _____ Date _____
 Its: _____

State of Washington)
) ss.
 City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

 Signature

 Title
 My appointment expires _____

Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : Quail Hill Development Agreement)

DEVELOPER – STEVEN D. BELT

By: _____
Its: _____

Date _____

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

Signature _____

Title _____
My appointment expires _____

Page 12 - DEVELOPMENT AGREEMENT

Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : Quail Hill Development Agreement)

City of Ridgefield

By:
Its:

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 2017.

(Seal or stamp)

Signature

Title

My appointment expires _____

Approved as to form:

City Counsel

Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : Quail Hill Development Agreement)

EXHIBIT A – LEGAL DESCRIPTION

LEGAL DESCRIPTION**Parcel No. 215384000**

Lot 8, UNION RIDGE PHASE 1A, according to the plat thereof, recorded in Volume 311 of plats, page 406, records of Clark County, Washington.

Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : Quail Hill Development Agreement)

**EXHIBIT B – FINAL ORDER (PLZ-07-0024) WITH SUBDIVISION MAP
ATTACHED**

Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : 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

EXHIBIT B

Packet Pg. 75

Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : 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-fours 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

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

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EXHIBIT B

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

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

EXHIBITS

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

Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : Quail Hill Development Agreement)

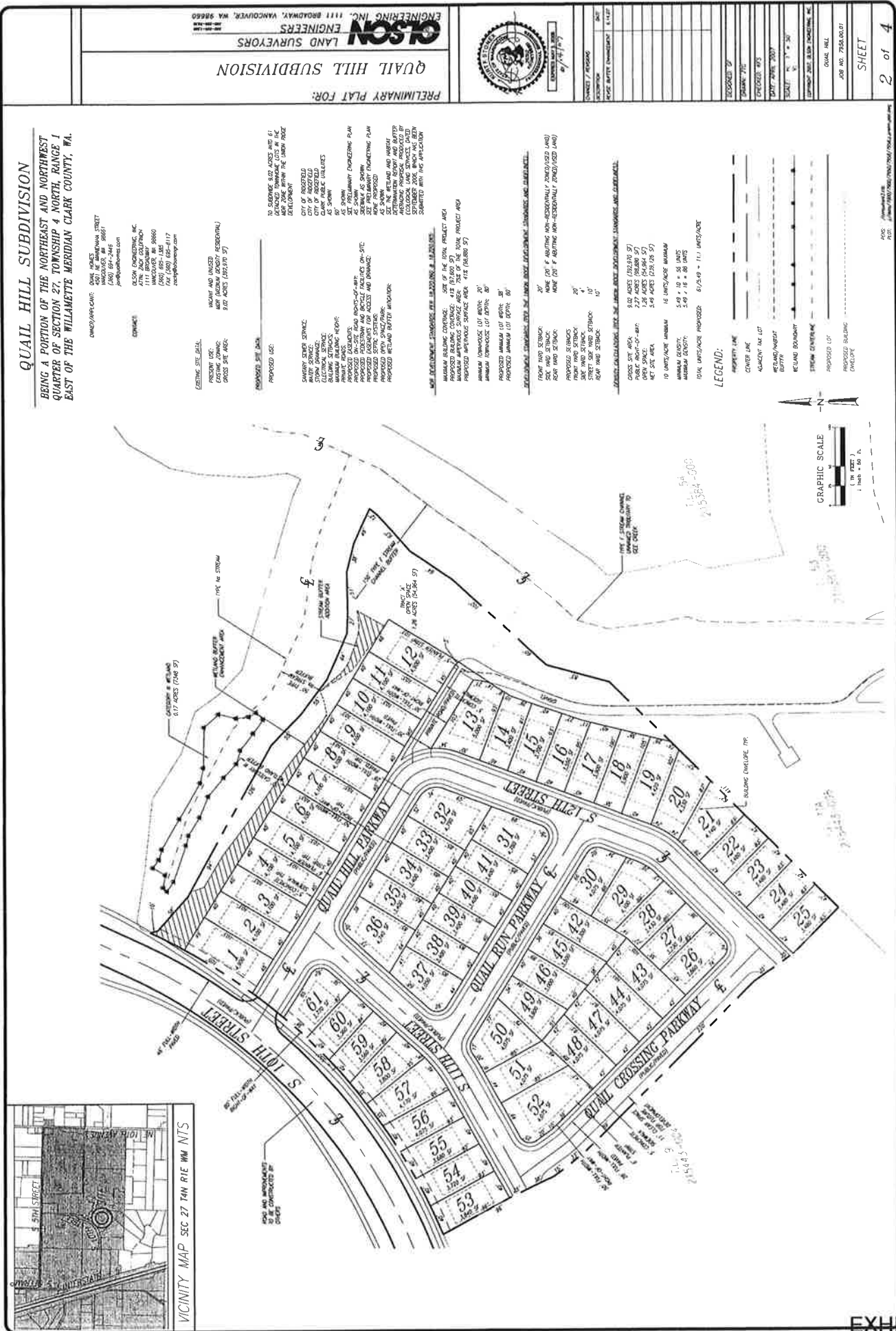


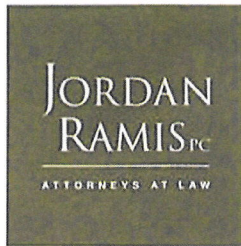
EXHIBIT B

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EXHIBIT C – WRITTEN REQUEST FOR EXTENSION

Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : Quail Hill Development Agreement)



Lake Oswego
Two Centerpointe Dr., 6th Floor
Lake Oswego, OR 97035
503-598-7070
www.jordanramis.com

Vancouver
1499 SE Tech Center Pl., #380
Vancouver, WA 98683
360-567-3900

Bend
360 SW Bond St., Suite 510
Bend, OR 97702
541-550-7900

February 6, 2017

City of Ridgefield
Attn: Jeff Niten
Community Development Director
301 N 3rd Ave
P.O. Box 608
Ridgefield WA 98642

City of Ridgefield
Attn: Steve Stuart
City Manager
301 N 3rd Ave
P.O. Box 608
Ridgefield WA 98642

Re: **Quail Hill Request for Plat Extension**
Our File No. 53596-75449

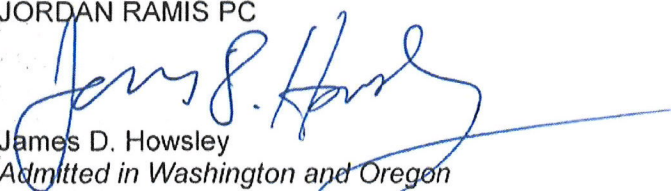
Dear Jeff and Steve:

The City of Ridgefield issued preliminary plat approval for the development of Clark County tax parcel number 215443-002 on July 11, 2007, Final Order PLZ-07-0024 ("Quail Hill at Union Ridge"). Development of the project did not proceed as planned as a result of the Great Recession, and preliminary plat approval will expire July 11, 2017. Pursuant to RDC 18.620.080(B)(1), the applicant hereby submits a written request for extension, more than sixty days prior to the expiration of the preliminary plat approval.

Thank you for your consideration.

Sincerely,

JORDAN RAMIS PC


James D. Howsley
Admitted in Washington and Oregon
jamie.howsley@jordanramis.com
WA Direct Dial (360) 567-3913
OR Direct Dial (503) 598-5592

cc: Quail Construction, LLC

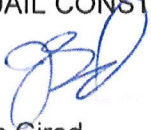
Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : Quail Hill Development Agreement)

JORDAN RAMIS PC
ATTORNEYS AT LAW

February 2, 2017
Page 2

Sincerely,

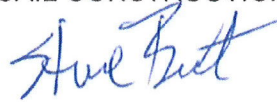
QUAIL CONSTRUCTION LLC



Jon Girod

Sincerely,

QUAIL CONSTRUCTION LLC



Steven Belt

Attachment: 2_15_17 - DA to extend expiration (FINAL) (2) (1230 : Quail Hill Development Agreement)

EXHIBIT C
Page 2 of 2

Subject Quail Hill Parcel: 215443002

Outlined parcel 215383000 = Union Ridge Property Owners Assoc (c/o Schuck Corp; Steve Everson)

215443008 = Pioneer Estates LLC (Union Ridge Ph 1A)

215443004 = Pioneer Estates LLC (Union Ridge Ph 1 Lot 9)

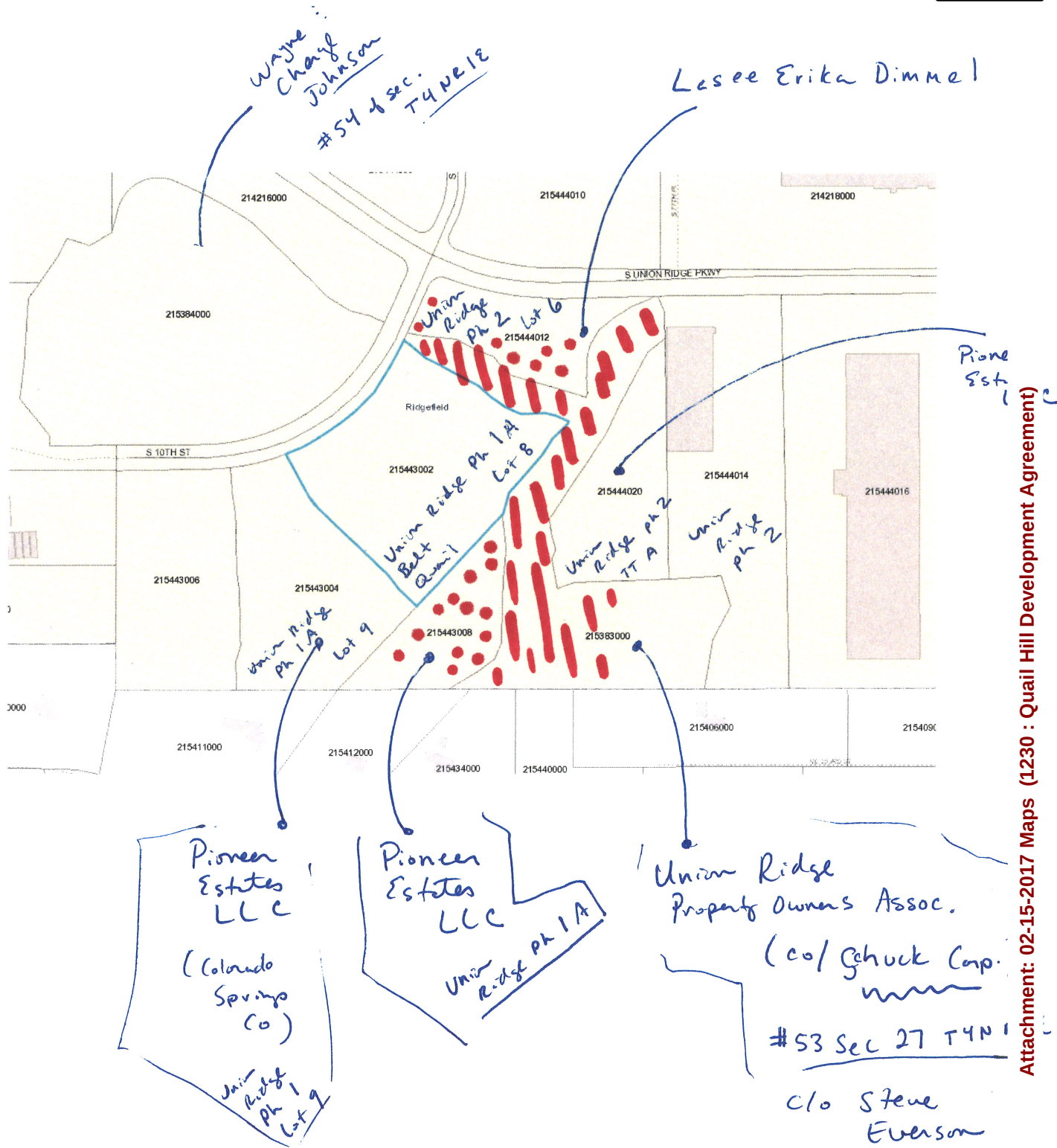
215444020 = Pioneer Estates LLC (Union Ridge Ph 2 TT A)

215444012 = Lasee Erika Dimmel

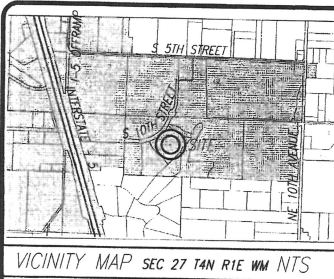


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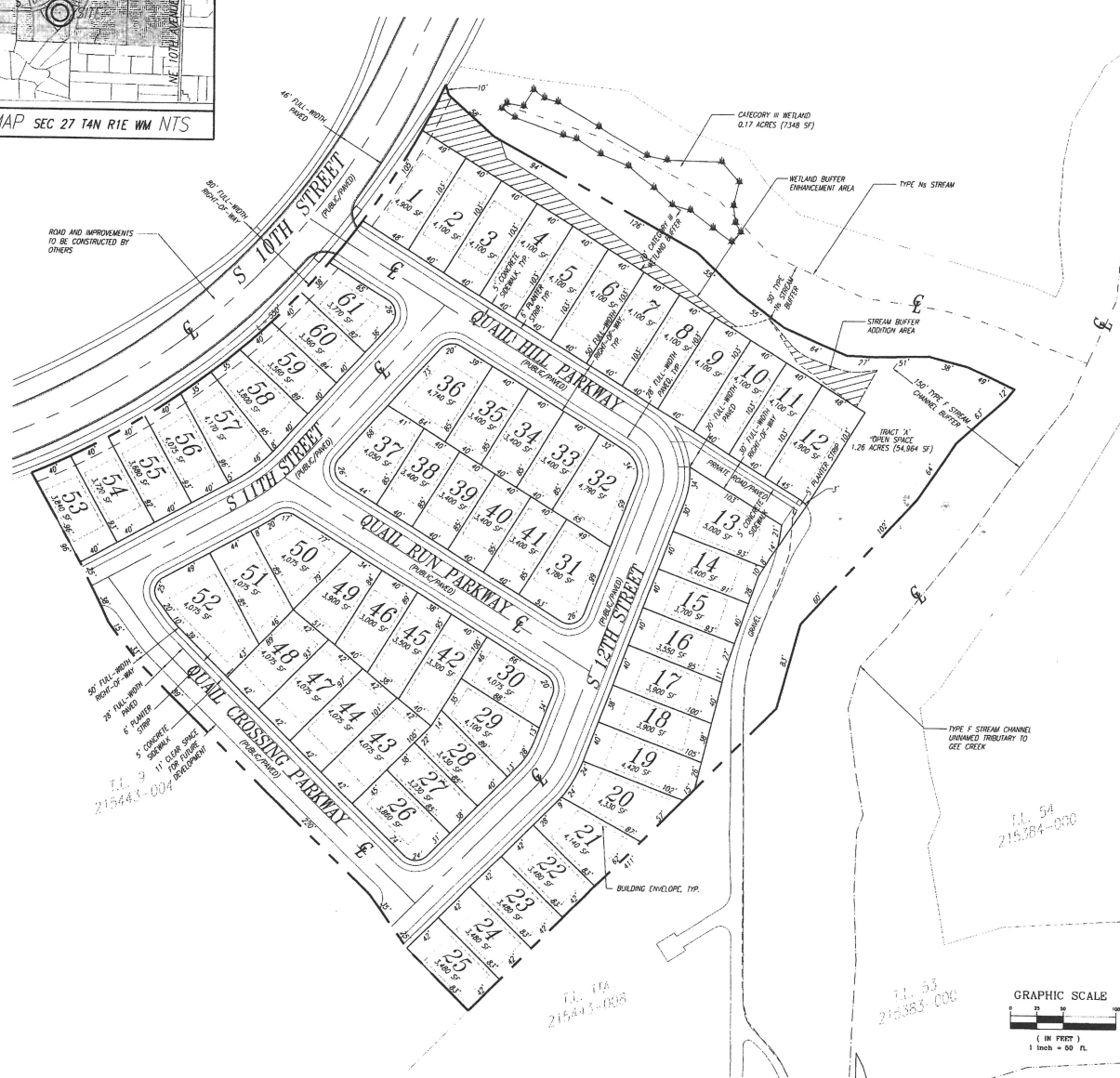
Are areas we are looking at
 with hope we could include some
 of that ground into open space
 calculation for development on parcel 215443002



Attachment: 02-15-2017 Maps (1230 : Quail Hill Development Agreement)



VICINITY MAP SEC 27 T4N R1E WM NTS



QUAIL HILL SUBDIVISION BEING A PORTION OF THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN CLARK COUNTY, WA.

OWNER/APPLICANT: QUAIL HOMES
 4501 NE BURNHAM STREET
 VANCOUVER, WA 98661
 (360) 894-2446
 jon@quailhomes.com

CONTACT: OLSON ENGINEERING, INC.
 ATTN: JACK GOLDFRICH
 1111 BROADWAY
 VANCOUVER, WA 98660
 (360) 695-1305
 FAX (360) 695-8117
 jack@olsoneng.com

EXISTING SITE DATA:
 PRESENT USE: VACANT AND UNUSED
 EXISTING ZONING: MDR (MEDIUM DENSITY RESIDENTIAL)
 GROSS SITE AREA: 9.02 ACRES (392,870 SF)

PROPOSED SITE DATA:
 PROPOSED USE: TO SUBDIVIDE 9.02 ACRES INTO 61 DETACHED TOWNHOME LOTS IN THE MDR ZONE WITHIN THE UNDRIDGE DEVELOPMENT.

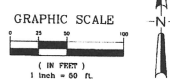
SANITARY SEWER SERVICE: CITY OF RIDGEFIELD
WATER SERVICE: CITY OF RIDGEFIELD
STORM DRAINAGE: CITY OF RIDGEFIELD
ELECTRICAL SERVICE: CLARK PUBLIC UTILITIES
BUILDING SETBACKS: AS SHOWN
MAXIMUM BUILDING HEIGHT: 60'
PRIVATE ROADS: AS SHOWN
PROPOSED EASEMENTS: SEE PRELIMINARY ENGINEERING PLAN
PROPOSED ON-SITE ROAD RIGHTS-OF-WAY: SEE PRELIMINARY ENGINEERING PLAN
PROPOSED SIDEWALK AND BICYCLE FACILITIES ON-SITE: AS SHOWN
PROPOSED EASEMENTS FOR ACCESS AND DRAINAGE: SEE PRELIMINARY ENGINEERING PLAN
PROPOSED SEPTIC SYSTEMS: NONE PROPOSED
PROPOSED OPEN SPACE/PARKING: AS SHOWN
PROPOSED WETLAND BUFFER MITIGATION: SEE THE WETLAND AND HABITAT DETERMINATION REPORT AND BUFFER ANALYSIS REPORTS PRODUCED BY ECOLOGICAL LAND SERVICES, DATED SEPTEMBER 2006, WHICH HAS BEEN SUBMITTED WITH THIS APPLICATION.

MDR DEVELOPMENT STANDARDS PER 18.220.060 & 18.220.065:
 MAXIMUM BUILDING COVERAGE: 50% OF THE TOTAL PROJECT AREA
 PROPOSED BUILDING COVERAGE: 41% (97,800 SF)
 MAXIMUM IMPERVIOUS SURFACE AREA: 75% OF THE TOTAL PROJECT AREA
 PROPOSED IMPERVIOUS SURFACE AREA: 41% (98,880 SF)
 MINIMUM TOWNHOUSE LOT WIDTH: 20'
 MINIMUM TOWNHOUSE LOT DEPTH: 80'
 PROPOSED MINIMUM LOT WIDTH: 38'
 PROPOSED MINIMUM LOT DEPTH: 80'

DEVELOPMENT STANDARDS (PER THE UNDRIDGE DEVELOPMENT STANDARDS AND GUIDELINES):
 FRONT YARD SETBACK: 20'
 SIDE YARD SETBACK: NONE (20' IF ABUTTING NON-RESIDENTIALLY ZONED/USED LAND)
 REAR YARD SETBACK: NONE (20' IF ABUTTING NON-RESIDENTIALLY ZONED/USED LAND)
 PROPOSED SETBACKS:
 FRONT YARD SETBACK: 20'
 SIDE YARD SETBACK: 4'
 STREET SIDE YARD SETBACK: 10'
 REAR YARD SETBACK: 10'

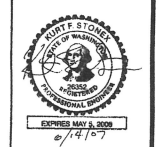
DENSITY CALCULATIONS (PER THE UNDRIDGE DEVELOPMENT STANDARDS AND GUIDELINES):
 GROSS SITE AREA: 9.02 ACRES (392,870 SF)
 PUBLIC RIGHT-OF-WAY: 2.27 ACRES (98,880 SF)
 OPEN SPACE: 1.26 ACRES (54,964 SF)
 NET SITE AREA: 5.49 ACRES (239,126 SF)
 10 UNITS/ACRE MINIMUM 16 UNITS/ACRE MAXIMUM
 MINIMUM DENSITY: 5.49 ÷ 10 = 55 UNITS
 MAXIMUM DENSITY: 5.49 ÷ 16 = 88 UNITS
 TOTAL UNITS/ACRE PROPOSED: 61/5.49 = 11.1 UNITS/ACRE

LEGEND:
 PROPERTY LINE
 CENTER LINE
 ADJACENT TAX LOT
 WETLAND/HABITAT BUFFER
 WETLAND BOUNDARY
 STREAM CENTERLINE
 PROPOSED LOT
 PROPOSED BUILDING ENVELOPE



PRELIMINARY PLAT FOR:
QUAIL HILL SUBDIVISION

LAND SURVEYORS
OLSON ENGINEERS
 ENGINEERING INC., 1111 BROADWAY, VANCOUVER, WA 98660



CHANGES / REVISIONS	DATE
DESCRIPTION	
REVISE BUFFER ENHANCEMENT	6.14.07
DESIGNED: GF	
DRAWN: ZTG	
CHECKED: KFS	
DATE: APRIL 2007	
SCALE: 1" = 50'	
COPYRIGHT 2007, OLSON ENGINEERING, INC.	
QUAIL HILL	
JOB NO. 7958.00.01	
SHEET	



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CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: February 23, 2017

ITEM: BUSINESS

AGENDA ITEM TITLE: A Resolution of the City of Ridgefield, Washington amending and Superseding Resolution No. 299, Resolution No. 313, Resolution No. 325, Resolution No. 346, Resolution No. 402, Resolution No. 441, Resolution No. 455, Resolution No. 477 and Resolution No. 483 (Master Fee Schedule)

GOVERNING LEGISLATION:

Ridgefield Municipal Code Chapter 3.70 (Fees for Services)
Washington Administrative Code (WAC) 44-14-07001
Revised Code of Washington (RCW) 42.56.120

PREVIOUS COUNCIL ACTION TAKEN:

City Council passed Resolution No 299, Resolution No. 313, Resolution No. 325, Resolution No. 346, Resolution No. 402, Resolution No. 441, Resolution No. 455, Resolution No. 477, and Resolution No. 483

SUMMARY/BACKGROUND:

Ridgefield City Council initially adopted Resolution No. 299 at a regular meeting August 2, 2005, establishing a Master Fee Schedule for the City. The Fee Schedule sets fees for City services in the area of planning, public works, building, parks and recreation, and administrative services. The last update to the Master Fee Schedule was Resolution No. 483, adopted May 8, 2015.

The City continually reviews fees to ensure they are appropriate for the services provided. Staff recently reviewed not only the fees, but the structure of the fee schedule to make sure applications, permitting system and the International Code Council descriptions of services were all uniform. As a result staff is recommending changes to fee descriptions, adding

Approved to be placed on City Council Agenda:

Kirk Johnson	Completed	02/17/2017 5:04 PM
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Approved for Council

Steve Stuart	Completed	02/20/2017 8:43 AM
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City Council	Completed	02/23/2017 6:30 PM
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appropriate fee categories and some changes to the cost of the fee.

The most significant changes to the Fee Schedule includes adjustments to 14 fees to remove the cost recovery aspect of the fee. Staff have reviewed other local agency fees as well as average cost of the cost recovery portion of the fee to set appropriate fee structures. In order to be more transparent to the building industry and provide cost certainty, staff felt this was the most appropriate avenue for our fee structure for land use planning permits. Cost recovery for charges from outside consultant in many instances were invoiced to the City months after the project was completed. Due to the timing of receiving invoices, developers would then be invoiced potentially after the project had already been closed out.

Additional changes include a change to park rental fees for Overlook Park and Abrams Park (Bennett Hall & Kitchen). Staff changed the structure of fees with an increase to make them easier to understand for citizens and staff. The effective date for the park rental fees will be April 1, 2017 to allow staff time to notice the changes. All other changes will be effective immediately.

Public Safety staff recommended changes to dog licensing fees as well as adding a fee required by RCW 63.21.030 for a property finder fee. City staff will be returning to Council with a request to update **RMC 7.04.040 - Licensing and registration requirements** to remove language referencing the fee amount for hobby and commercial dog kennels. The updated rate in the fee schedule will be effective when the Ordinance is approved.

BUDGET/FINANCIAL IMPACTS:

No significant changes to development permit revenue is expected as many of the changes are cosmetic. Fee changes to remove the cost recovery portion of the fee are expected to be flat, while providing developers certainty on the cost of the respective application.

RECOMMENDED ACTION OR MOTION:

A recommended motion is: **"I move to approve Resolution No. 522 as presented."**

STAFF CONTACT:

Kirk Johnson, Finance Director

RF Master Fee Schedule_Clean_2.17.17 (DOCX)

ATTACHMENTS:

Resolution No.522

A RESOLUTION OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING AND SUPERSEDING RESOLUTION NO. 299, RESOLUTION NO. 313, RESOLUTION NO. 325, RESOLUTION NO. 346, RESOLUTION NO. 402, RESOLUTION NO. 441, RESOLUTION NO. 455, RESOLUTION NO. 477 AND RESOLUTION NO. 483 (MASTER FEE SCHEDULE)

WHEREAS, it is the general policy of the City to establish fees that are reflective of the cost of services provided by the City; and

WHEREAS, the Ridgefield City Council approved Resolution No. 299 at a regular meeting held on August 2, 2005 establishing a Master Fee Schedule to provide cost recovery for the provision of providing various municipal services; and,

WHEREAS, the Ridgefield City Council approved additional resolutions after this time period that added services, delegated authority, and modified and/or updated fees, and;

WHEREAS, the Ridgefield City Council also desires to add new fees, update fees and charges within the current Master Fee Schedule that are outdated or no longer applicable; and

NOW THEREFORE, be it resolved by the City Council of the City of Ridgefield, Washington, as follows:

Section 1. Public Interest. The City Council for the City of Ridgefield, Washington finds that it is in the public interest to amend and supersede the previously approved Master Fee Schedule to address costs associated with providing services.

Section 2. Supersede Previous Resolutions. This Resolution inclusive of Exhibit "A" attached hereto shall supersede in its entirety Resolution No. 299, Resolution No. 313, Resolution No. 325, Resolution No. 346, Resolution No. 402, Resolution No. 441, Resolution No. 455, Resolution No. 477, and Resolution No. 483 previously passed by the Ridgefield City Council.

Section 3. Adjustments. The Ridgefield City Council amends the Master Fee Schedule to include the attached Exhibit "A".

Section 4. Effective Date. This Resolution shall be in full force and effect on February 24, 2017 with the exception of section "E Park Rental & Special Events" which will be effective April 1, 2017.

ADOPTED AT A REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF RIDGEFIELD,
WASHINGTON THIS 23rd DAY OF FEBRUARY, 2017.

CITY OF RIDGEFIELD

Ron Onslow
Mayor

Attest:

Julie Basarab
City Clerk

City of Ridgefield, WA
Master Fee Schedule
Effective Date: February 24, 2017



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FEE AMOUNT

A. City Personnel Costs	
Building Official	\$75.00
Building Inspector	\$65.00
Public Safety	\$75.00
Public Works	\$50.00
Park Attendant	\$15.00
All Other City Personnel	Actual Cost + 10%
B. Land Use Planning Permits	
Payment. All fees are due at the time an application is submitted. Simultaneous Development Permit Submittal. Applicants may submit for Land Use, Public Works/Engineering and Building permits simultaneously. Public Works/Engineering and Building permits shall not be issued until final Land Use permits have been issued. Refunds. The Community Development Director (Director) shall refund the full amount of any fee paid hereunder which was erroneously paid or collected. The Director may authorize refunding of not more than 80 percent of a fee paid when an application has been withdrawn or canceled before any work has been done under an application review or before any plan reviewing has been done, The Director shall not authorize refunding of any fee paid except upon receipt of a written application for a refund submitted by the original applicant not later than 180 days after the date of application.	
Annexation:	
Notice of Intent	\$250
Notice of Petition to Annex	\$1,000
Appeal:	
Review by recognized City Neighborhood Organization or HOA	\$250
Appeal involving an individual single-family residence or duplex	\$350
All Others	\$2,000
Archaeological Pre-Determination Review	\$350
Boundary Line Adjustment	\$400
Comprehensive Plan Amendment/Zone Change Request	
Comprehensive Plan	\$3,000
Zone Change Request	\$3,750
Conditional Use Permit:	
New Use	\$3,750
Existing Use – Minor Alteration	\$450
Existing Use – Major Alteration	\$2,000
Covenant Release: Full or Partial	\$1,000
Critical or Sensitive Area Review (Fee for Each Required Review)	
Fish & Wildlife Habitat Conservation Areas	\$600
Frequently Flooded Areas	\$600

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FEE AMOUNT

Geologic Hazard Areas	\$600
Wetlands	\$600
Critical Aquifer Recharge Areas	\$600
Minor Exception Request	\$600
Reasonable Use Exception Request	\$600
Development Agreement	\$750
Development Agreement – Amendment	\$750
Director's Interpretation	\$250
Extensions of Land Use Approval:	
Preliminary PUD or Preliminary Plat	\$350
All Others	\$150
Fence Permit	\$25
Final Plat:	
Final Subdivision Plat	\$2,000
Final Short Plat	\$500
Home Occupation	\$150
Legal Lot Determination:	
Up to Two Lots	\$450
Plus Fee-per-lot for Each Lot Over 2	\$50
Legislative Text Amendment	\$2,500
Limited Use Permit:	
Type I	\$150
Type II	\$450
Master Planned/Mixed Use Development	\$2,500
(Plus Corresponding PUD or Subdivision Fee)	
Nonconforming Situations:	
Type I Alteration of Nonconforming Situation	\$150
Type II Alteration of Nonconforming Situation	\$450
Type III Alteration of Nonconforming Situation	\$3,250
Determination or Discontinuance of Nonconforming Situation	\$150
Reconstruction of a Nonconforming Situation	\$450
Planned Residential Development (PUD):	
10 – 25 Lots	\$4,000
26 – 50 Lots	\$5,500
51 Lots or More	\$5,500
Plus Fee-per-lot for Each Lot Over 50	\$25
Modification of Preliminary PUD	
Minor Modification	\$650
Major Modification	\$1,000
Plat Alteration or Vacation	\$2,000
Plat Modification	\$1,000
Post-Decision Review:	
Type I	\$150
Type II	\$450

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FEE AMOUNT

Type III	\$3,250
Engineering Review (If Required)	\$500
Pre-Application Conference:	\$1,250
If Development Permit Application Submitted within 6 Months	\$500 Credit
SEPA Review:	
SEPA Review	\$150
SEPA Review for One Single Family Residence	\$500
Shoreline Permit:	
Shoreline Statement of Exemption	\$150
Shoreline Substantial Development Permit	\$3,000
Shoreline Conditional Use Permit	\$3,000
Shoreline Variance	\$2,100
Sign Permit:	
Sandwich Board or "A" Frame	\$50
Temporary	\$50
Permanent (Plus Applicable Building Permit Fees in Section "D")	\$50
Site Plan Review:	
Minor Site Plan	\$150
Basic Site Plan	\$1,500
Binding Site Plan	\$2,100
Short Plat (Preliminary)	\$500
Subdivision (Preliminary):	
10 – 25 Lots	\$4,000
26 – 50 Lots	\$5,500
51 Lots or More	\$5,500
Plus Fee-per-lot for Each Lot Over 50	\$25
Temporary Use Permit:	
Type I	\$150
Type II	\$450
Type I Review (All Others)	\$150
Type II Review (All Others)	\$450
Type III Review (All Others)	\$3,250
Variance/Administrative Adjustment	
Administrative Adjustment	\$350
Variance	\$3,250
Variance Filed in Conjunction with Another Type III Application	\$1,050
Zoning Confirmation Letter	\$150
C. Public Works Permits	
Payment. All fees are due at the time an application is submitted. Any additional charges shall be paid prior to receipt of a Final Decision, Final Plat Approval or Statement of Completion as applicable. Simultaneous Development Permit Submittal. Applicants may submit for Land Use, Public Works/Engineering and Building permits	

Attachment: RF Master Fee Schedule_Clean_2.17.17 (1237 : Update to Master Fee Schedule)

City of Ridgefield, WA
Master Fee Schedule
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FEE AMOUNT

simultaneously. Public Works/Engineering and Building permits shall not be issued until final Land Use permits have been issued. • Refunds. The Community Development Director (Director) shall refund the full amount of any fee paid hereunder which was erroneously paid or collected. The Director may authorize refunding of not more than 80 percent of a fee paid when an application has been withdrawn or canceled before any work has been done under an application review or before any plan reviewing has been done, The Director shall not authorize refunding of any fee paid except upon receipt of a written application for a refund submitted by the original applicant not later than 180 days after the date of application.		
Right of Way/Road Encroachment Permit:		
Right of Way/Road Blocking Only		\$75
1-200 Linear Feet of Pavement Disturbed		\$150
Over 200 Linear Feet of Pavement Disturbed		\$150
Plus Fee Per Linear Foot over 200		\$0.75
Extension (90 Day)		\$75
Grading Permit:		
Under 50 Cubic Yards of Total Cut and Fill		No Fee
50-100 Cubic Yards of Total Cut and Fill		\$50
101-500 Cubic Yards of Total Cut and Fill		\$200
501-1,000 Cubic Yards of Total Cut and Fill		\$500
1,001-10,000 Cubic Yards of Total Cut and Fill		\$750
10,001-50,000 Cubic Yards of Total Cut and Fill		\$1,000
50,001-100,000 Cubic Yards of Total Cut and Fill		\$1,500
100,001-200,000 Cubic Yards of Total Cut and Fill		\$1,750
Over 200,000 Cubic Yards of Total Cut and Fill		\$2,000
Grading Permit Extension (12 Months)		50% of Original Fee
Street Tree Removal (Permit Required):		
Fee if Existing Tree is Not Replaced within Timeframe on Permit		\$50
Water Utility Fees:		
Administrative Termination		\$50
Hydrant Meter Rental Deposit		\$500
Meter Accuracy Testing (One Free Test per 12 Month Period)		\$60
Utility Account Set Up		\$10
Service Call		\$15
Water Meter Installation Fee		
5/8 Inch Meter		\$425
1.0 Inch Meter		\$490
1.5 Inch Meter		\$775
2.0 Inch Meter		\$980
3.0 Inch Meter		Time & Materials
4.0 Inch Meter		Time & Materials
6.0 Inch Meter		Time & Materials

City of Ridgefield, WA
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FEE AMOUNT

8.0 Inch Meter Water Service Installation Water Utility Availability Determination Engineering Review: Site Plan Site Plan with Off-site Infrastructure Short Plat (2-9 Lots) Subdivision/PUD (More than 9 Lots) Plus Fee Per Lot Fee for Each City Plan Review in Excess of 3	Time & Materials Time & Materials \$25 \$1,000 \$2,000 \$1,000 \$1,000 \$50 \$500
D. Building Permits • Payment. All plan review fees are due at the time an application is submitted. All building permit fees are due when the permit is picked up by the applicant. Any additional charges shall be paid prior to the issuance of a building permit. • * Use of Outside Professional Consultants. The City reserves the right to use the services of outside professional consultants. The applicant is responsible for any City costs in excess of the fee amount paid. All such costs shall be billed to the applicant and shall include a \$30 processing fee. Any additional charges shall be paid prior to issuance of a building permit. • Simultaneous Development Permit Submittal. Applicants may submit for Land Use, Public Works/Engineering and Building permits simultaneously. Public Works/Engineering and Building permits shall not be issued until final Land Use permits have been issued. • Building Valuation. Building Valuation shall be calculated by the Building Official based on the cost of the construction as stated by the applicant and/or by utilizing the square footage of the proposed construction and valuation data published by the International Code Council. Valuation data shall be updated annually (2015 data for 2017 permits). • Refunds. The Community Development Director (Director) shall refund the full amount of any fee paid hereunder which was erroneously paid or collected. The Director may authorize refunding of not more than 80 percent of a fee paid when an application has been withdrawn or canceled before any work has been done under an application review or before any plan reviewing has been done, The Director shall not authorize refunding of any fee paid except upon receipt of a written application for a refund submitted by the original applicant not later than 180 days after the date of application.	
Building Plan Review: Minimum Plan Review Fee Maximum Plan Review Fee	65% of Building Permit Fee \$25 \$26,000

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Outside Structural Plan Review: Exception Only (ex: Hospitals)	* City Cost
Fee for Each City Plan Review in Excess of 3	\$500
Building Permit:	
<i>Valuation per International Code Council – Two Year Lag</i>	
\$1-\$500 (Minimum)	\$25
\$501-\$2,000	\$50
\$2,001 - \$25,000 Base	\$50
Plus \$/\$1,000 Over \$2,000 (and Any Fraction Thereof)	\$14
\$25,001 - \$50,000 Base	\$372
Plus \$/\$1,000 Over \$25,000 (and Any Fraction Thereof)	\$10
\$50,001 - \$100,000 Base	\$622
Plus \$/\$1,000 Over \$50,000 (and Any Fraction Thereof)	\$8
\$100,001 - \$500,000 Base	\$1,022
Plus \$/\$1,000 Over \$100,000 (and Any Fraction Thereof)	\$6
\$500,001 - \$1,000,000 Base	\$3,400
Plus \$/\$1,000 Over \$500,000 (and Any Fraction Thereof)	\$5
Over \$1,000,000 Base	\$5,900
Plus \$/\$1,000 Over \$1,000,000 (and Any Fraction Thereof)	\$4
Maximum Building Permit Fee	\$40,000
Foundation Permit/Early Start Agreement:	25% of Building Permit Fee
Inspection Fees:	
Base Inspection Cost per Hour	\$65
Inspections Outside of Normal Business Hours	4 Hour Minimum
Re-Inspection Fees (If Separate Inspection Fee is Applicable)	1 Hour Minimum
Adult Family Home	2 Hour Minimum
Special Occupancies	2 Hour Minimum
Special Inspections Requested by the Applicant	2 Hour Minimum
Other Inspections (If Separate Inspection Fee is Applicable)	1 Hour Minimum
Mechanical Plan Review Fees:	25% of Mechanical Permit Fee
Mechanical Permit Fees:	
Permit Issuance	\$30.00
Supplemental Permit (Original Permit Not Expired)	\$15.00
<u>Furnaces</u>	
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW)	\$15.00
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)	\$20.00
For the installation or relocation of each floor furnace, including vent	\$15.00

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FEE AMOUNT

For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$15.00
<u>Heat Pumps/AC</u>	
Heat Pump/AC 0-3	\$12.00
Heat Pump/AC 3-15	\$20.00
Heat Pump/AC 15-30	\$25.00
Heat Pump/AC 30-50	\$35.00
Heat Pump/AC >50	\$60.00
<u>Wood/Pellet/Gas Stoves</u>	
Wood/Pellet/Gas Stove Insert	\$58.00
Wood/Pellet/Gas Stove Free Standing	\$58.00
<u>Gas Piping Systems</u>	
For each gas piping system of one to five outlets	\$7.00
For each additional outlet over five, each	\$2.00
<u>Appliance Vents</u>	
For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit	\$8.00
<u>Repairs or Additions</u>	
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$14.00
<u>Boilers, Compressors, and Absorption Systems</u>	
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$15.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$30.00
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$40.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$95.00
<u>Air Handlers</u>	

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FEE AMOUNT

For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto	\$15.00
Note: This fee does not apply to an air handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code	
For each air-handling unit over 10,000 cfm (4719 L/s)	\$20.00
<u>Evaporative Coolers</u>	
For each evaporative cooler other than portable type	\$15.00
<u>Ducts</u>	
For each duct	\$9.00
<u>Ventilation and Exhaust</u>	
For each ventilation fan connected to a single duct	\$8.00
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$15.00
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$15.00
<u>Incinerators</u>	
For the installation or relocation of each domestic-type incinerator	\$20.00
For the installation or relocation of each commercial or industrial-type incinerator	\$15.00
<u>Miscellaneous</u>	
For each appliance or piece of equipment regulated by the Mechanical Code but not classified in other appliance categories, or for which no other fee is listed in the table	\$15.00
Plumbing Plan Review Fees:	25% of Plumbing Permit Fee
Plumbing Permit Fees:	
Permit Issuance	\$30.00
Supplemental Permit (Original Permit Not Expired)	\$15.00
<u>Fixtures and Vents</u>	
For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow prevention thereof)	\$10.00
For repair or alteration of drainage or vent piping, each fixture	\$7.00
<u>Industrial Waste and Rainwater Systems</u>	
For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	\$20.00
<u>Rainwater systems – per drain inside building</u>	\$10.00
<u>Water Piping and Water Heaters</u>	
For installation, alteration, or repair of water piping or water-treatment equipment, or both, each	\$7.00
For each water heater including vent (for vents only, see Mechanical Permit Fee Table)	\$15.00

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FEE AMOUNT

<u>Gas Piping Systems</u>	
For each gas piping system of one to five outlets	\$7.00
For each additional outlet over five, each	\$2.00
<u>Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices</u>	
For each lawn sprinkler system on any one meter, including backflow protection devices thereof	\$15.00
For atmospheric-type vacuum breakers or backflow protection devices not included above:	
1 to 5 devices	\$15.00
Over 5 devices, each	\$3.00
For each backflow-protection device other than atmospheric-type vacuum breakers:	
2 inches (50.8 mm) and smaller	\$15.00
Over 2 inches (50.8 mm)	\$25.00
<u>Swimming Pools</u>	
For each swimming pool or spa (in addition to other permits/fees):	
Public Pool	\$95.00
Public Spa	\$65.00
Private Pool	\$65.00
Private Spa	\$35.00
Pools over 5,000 gallons	\$100.00
<u>Miscellaneous</u>	
For each appliance or piece of equipment regulated by the Plumbing Code but not listed in other appliance categories, or for which no other fee is listed	\$10.00
Mobile Home Permit Fees:	
Placement of a Temporary Mobile Home/Trailer	\$100.00
Manufactured Home Inspection	\$100.00
Temporary Storage of a Mobile Home	\$100.00
Other Building Permit and Inspection Fees:	
Accessibility Review	\$100.00
Change of Occupancy	\$100.00
Change of Use	\$100.00
Demolition Permit	\$100.00
Energy/Indoor Air Quality	\$100.00
Moving Permit	\$100.00
Roof Permit:	
Full Rip Off	\$15.00
Full Rip Off with Sheeting Replaced	\$100.00
Temporary Certificate of Occupancy	
Temporary Revocable Commercial Certificate of Occupancy	
0-90 Days	\$250.00
91 Days and Over	\$500.00

Attachment: RF Master Fee Schedule_Clean_2.17.17 (1237 : Update to Master Fee Schedule)

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FEE AMOUNT

Temporary Tents, Canopies, and Air Supported Structures - For public use, inclusive of all tents for a single event - Not applicable to tents less than 200 sq. ft., canopies less than 400 sq. ft., or tents used for non-commercial events	\$100.00
Fire Code Fees:	
Life, Health and Safety Permit	\$50.00
- Payable to the City of Ridgefield - Required for all Clark County Fire Marshal and Clark County Fire District #12 reviews and inspections	
Fire Alarm, Sprinkler and Other Protection Systems:	
- All plan check and review fees, inspections, and permits for installation of separate fire alarm system or sprinkler system applications and other fire protection systems shall be payable to the Clark County Fire Marshal's Office or Clark County Fire District No. 12 - Upon receipt of billings from the Fire Marshal's Office or Clark County Fire District No. 12, the City of Ridgefield shall submit an invoice to the responsible party for payment, inclusive of the City's administrative service charge and any Life, Health Safety Permit fees.	
Washington State Building Code Council (W.S.B.C.C.) Surcharge:	
First Living Unit	\$4.50
Each Additional Unit (In a Multi-Family Project)	\$2.00
Collected on each permit that is issued in accordance with the Ridgefield Building Code	
Systems Development Charges and Impact Fees (See Notes):	
<u>Traffic Impact Fees (1)(5)</u>	
Single Family (Per Dwelling Unit)	\$2,822.48
Multi Family (Per Dwelling Unit)	\$1,728.29
Commercial (Per Average Daily Trip)	\$294.93
<u>Park Impact Fees (2)(5)</u>	
Single Family (Per Dwelling Unit)	\$2,945.40
Multi Family (Per Dwelling Unit)	\$2,945.40
<u>School Impact Fees (3)(6)</u>	
Single Family (Per Dwelling Unit)	\$6,819.23
Multi Family (Per Dwelling Unit)	\$6,819.23
<u>Water System Development Charge (4)(7)</u>	
Single Family (Per Meter Equivalent Size)	\$3,950.00
Multi Family (Per Meter Equivalent Size)	\$3,950.00
Commercial (Per Meter Equivalent Size)	\$3,950.00
Outside City Limits	1.5x In-City SDC

City of Ridgefield, WA
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FEE AMOUNT

Notes:

1. Traffic Impact Fees charged are based upon average daily trip (ADT) generation of the proposed use.
2. Park Impact Fees reflect a mix of acquisition and development. Trail cost estimates make allowance for required compliance with the Americans with Disabilities Act. Development costs can be significantly reduced by calculating deductions made for other exactions, e.g. dedication of a public easement through an open space corridor earmarked for trail or park development.
3. School Impact Fees are based on the improvement cost of needed school facilities identified in the most current Ridgefield School District Capital Facility Plan.
4. Water System Development Charges are based upon meter equivalent size (M.E.S.).
5. Per Ridgefield Municipal Code 18.070.080-18.070.090, the planning director shall calculate annual inflation adjustments in the Traffic Impact Fee rate and the Park Impact Fee rate. The annual inflation adjustment shall be effective January 1 and will be equal to the change in the Portland All Urban Consumer Price Index (CPI-U) for the first half of the previous year (Ex: January 1, 2017 impact fee increase to reflect the increase in the CPI-U index from the first half of 2015 to the first half of 2016).
6. Per Ridgefield Municipal Code 18.070.100, the planning director shall calculate annual inflation adjustments in the School Impact Fee rate. The annual inflation adjustment shall be effective January 1 and will be equal to the change in the Rider Levett Bucknall Construction Cost index calculated after the first half of the previous year.
7. Per Ridgefield Municipal Code 13.30.010 Water System Development Charges are set forth in the Master Fee Schedule. The Public Works Director shall calculate annual inflation adjustments in the Water System Development Charges. The annual inflation adjustment shall be effective January 1 and will be equal to the change in the Portland All Urban Consumer Price Index (CPI-U) for the first half of the previous year (Ex: January 1, 2017 impact fee increase to reflect the increase in the CPI-U index from the first half of 2015 to the first half of 2016).
8. All Impact Fees and System Development Charges are collected at the time of occupancy.

Attachment: RF Master Fee Schedule_Clean_2.17.17 (1237 : Update to Master Fee Schedule)

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FEE AMOUNT

E. Park Rental & Special Events	
Special Events. Request for City Services such as Police and Public Works labor are available by request. Refer to Special Event Fees for more information.	
Abram's Park Rentals	
Bennett Hall:	
First Hour	\$25.00
Each Additional Hour	\$15.00
Maximum Fee	\$100.00
Refundable Deposit	\$50.00
Bennett Hall & Kitchen:	
First Hour	\$25.00
Each Additional Hour	\$15.00
Maximum Fee	\$100.00
Refundable Deposit	\$100.00
Bennett Hall & Plaza: (May or may not include kitchen)	
First Hour	\$35.00
Each Additional Hour	\$25.00
Maximum Fee	\$160.00
Refundable Deposit	\$100.00
Bennett Hall, Plaza & Open Space: (May or may not include kitchen)	
First Hour	\$40.00
Each Additional Hour	\$30.00
Maximum Fee	\$190.00
Refundable Deposit	\$100.00
Overlook Park Rentals:	
Plaza & Stage	
Per Hour	\$40.00
Maximum Fee	\$240.00
Refundable Deposit	\$300.00
Plaza, Stage & Upper Grassy Area	
Per Hour	\$45.00
Maximum Fee	\$270.00
Refundable Deposit	\$300.00
Entire Park	
Per Hour	\$50.00
Maximum Fee	\$300.00
Refundable Deposit	\$300.00
All other City Parks are available to the public on a first come, first served basis. Reservations are not accepted.	
	No Charge
Special Events:	
Special Event Permit Application	No Charge
City Personnel Costs	Section A
City Services (Cost + Admin Fee of \$30.00)	Actual Cost

City of Ridgefield, WA
Master Fee Schedule
Effective Date: February 24, 2017



6.1.a

FEE AMOUNT

F. Other Fees and Permits	
Business License Fees:	
Annual Business License	\$50
Annual Contractor's License	\$50
Annual Peddler and Solicitors License	\$50
Plus One-Time Background Check	\$40
Copy/Record Duplication Fees:	
Copy of audio tapes, video tapes, photos, maps or other records needing reproduction	Actual City Cost
Black & White 8.5x11.0 Inch	\$0.15 per page
Black & White 8.5x14.0 Inch	\$0.35 per page
Black & White 11.0x17.0 Inch	\$0.40 per page
Color 8.5x11.0 Inch	\$1.00 per page
Color 8.5x14.0 Inch	\$1.00 per page
Color 11.0x17.0 Inch	\$1.50 per page
Annual Budget (Bound Copy)	\$30.00
Comprehensive Annual Financial Report (Bound Copy)	\$30.00
City Comprehensive Plan (Bound Copy)	\$30.00
Park & Recreation Comprehensive Plan (Bound Copy)	\$30.00
City Engineering Standards (Bound Copy)	\$30.00
Administrative Processing Fee:	
Fee Added to Each Billing/Invoice for Reimbursable Costs	\$30.00
Fee Added to Each Remittance for Impact Fees or SDCs	\$30.00
Administrative Fees:	
NSF Check	\$35.00
Cemetery Lot – Purchase	\$600.00
Cemetery Lot – Marking	\$25.00
Notary Fee	\$5.00
Latecomer Agreement Application	\$500.00
Latecomer Agreement Processing	\$125.00
Latecomer Agreement Appeal	\$250.00
Administrative Billing Late Fee (After 60 Days Past Due)	1% Per Month
Police Department Fees:	
Fingerprint Card	\$20.00
Release of Property to Finder Fee	*\$10.00
Neighborhood Electric Vehicle/Golf Cart Registration (One Time)	\$30.00
Concealed Weapon Permit	
Concealed Weapon Permit Application (Good for 5 Years)	\$50.75
Concealed Weapon Permit Renewal	\$32.00
Late Renewal Penalty	\$42.00
Replacement Permit	\$10.00

City of Ridgefield, WA
 Master Fee Schedule
 Effective Date: February 24, 2017



6.1.a

FEE AMOUNT

<u>Dog Licenses</u>	
Spayed or Neutered – Annual Fee	\$20.00
Not Spayed or Neutered – Annual Fee	\$30.00
Hobby Kennels (5-10 Dogs)	\$50.00
Commercial Kennels (11+ Dogs)	\$100.00
*Plus Actual Cost of Publication of Notice (RCW 63.21.030)	

Attachment: RF Master Fee Schedule_Clean_2.17.17 (1237 : Update to Master Fee Schedule)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: February 23, 2017

ITEM:

AGENDA ITEM TITLE: A Resolution of the City of Ridgefield, Washington Approving a Streetscape Donation Policy

GOVERNING LEGISLATION:

None.

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

The Streetscape Donation Policy guides donations of streetscape furnishings and art and allows the City to manage donations within the Public right of way to benefit the public. The policy was based on the Parks Donation and Memorial Policy that was adopted by the Council in late 2015. The policy language addresses responsible parties and their roles and responsibilities and the procedure for donations, including a City review process and evaluation criteria for accepting donations.

BUDGET/FINANCIAL IMPACTS:

Donated items will increase amenities within the public right of way with minimal costs to the City for maintenance of donated items.

RECOMMENDED ACTION OR MOTION:

Staff recommends that City Council approve Resolution No. 523 to adopt the Streetscape Donation Policy. A recommended motion is:

“I move to adopt Resolution No. 523 as presented.”

Approved to be placed on City Council Agenda:

Bryan Kast	Completed	02/21/2017 11:09 AM
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Janean has reviewed the recitals and the policy and had no concerns.

Steve Stuart	Completed	02/21/2017 11:10 AM
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City Council	Completed	02/23/2017 6:30 PM
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STAFF CONTACT:

Bryan Kast, Public Works Director

ATTACHMENTS:

Streetscape Donation Policy (DOCX)

Resolution No.523

**A RESOLUTION OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A STREETSCAPE
DONATION POLICY**

WHEREAS, the City owns and maintains right of way throughout the city; and

WHEREAS, the City is responsible for developing public right of way and providing appropriate amenities; and

WHEREAS, the City wishes to provide opportunities for members of the community to donate amenities to be installed in the public right of way that are consistent with City design standards; and

WHEREAS, the City wishes to manage donations so as to ensure that donations do not present a safety hazard, provide a benefit to the broader community, and limit the City's costs and ongoing maintenance responsibilities for donations; and

WHEREAS, it is the desire of the City to adopt a policy that governs donations and recognizes donors; and

WHEREAS, the City Council for the City of Ridgefield finds that it is in the public interest and will benefit the public safety, health and welfare to have a donation policy;

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

1. The City of Ridgefield Streetscape Donation Policy is hereby adopted and shall apply to donations within the existing and future public right of way of the City of Ridgefield, Washington. The policy dated February 23, 2017 is attached as Exhibit "A."

Adopted at a regular session of the City Council of the City of Ridgefield, Washington this _____ day of February, 2017.

By: _____

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Basarab,
Deputy City Clerk

EXHIBIT “A”**CITY OF RIDGEFIELD STREETSCAPE DONATION POLICY**

City of Ridgefield Streetscape Donation and Memorial Policy

February 23, 2017

1. Purpose. This policy establishes the process for determining the appropriateness, acceptance, and placement of donated streetscape furniture, art and other items placed within the right of way in the City of Ridgefield. This policy is intended to encourage and facilitate private donations that improve the City while minimizing detrimental impacts to such as visual impacts to users, unfunded maintenance requirements, and inappropriate installations in public spaces.
2. Roles and Responsibilities.
 - a. City of Ridgefield Public Works Department. Responsible for implementing donation policy including identifying appropriate locations for installations, recruiting and working with donors, purchasing and installing selected materials, maintaining installations, and review and recommendation to the City Council for proposed donations.
 - b. City of Ridgefield City Council. Responsible for adopting donation policy, reviewing proposed donations and staff recommendation and approving donation proposals.
3. Policy
 - a. Donations and memorials placed in the public right of way shall benefit the public, while providing an opportunity to commemorate friends and family members.
 - b. Donations, memorials, plaques or other tributes should benefit the general public as a first priority with the benefit to the donor or honoree as a secondary goal.
 - c. Donations will be evaluated on a case-by-case basis to determine their compatibility with the right of way environment, benefit to the public, initial costs, and ongoing maintenance requirements.
 - d. All donations will be reviewed relative to applicable design standards, material durability, maintenance requirements, visual impacts, and safety and accessibility requirements.
 - e. Donations shall not create a financial burden on the City. All costs associated with the installation shall be paid by the donor. Features with low maintenance requirements shall be selected to minimize long-term City costs associated with the donation.
 - f. The City will maintain donations, memorial gifts, and plaques at a level consistent with current maintenance practices, for the expected life cycle of the donated feature.
 - g. The City will not bear responsibility for repair or replacement of vandalized, lost or stolen donations, memorials or plaques beyond the typical maintenance standards. The City may complete major repairs at its discretion if funding allows.
 - h. At the end of the life cycle of the donated feature, the City shall contact the original donor to determine whether they wish to renew their dedication. If the original donor declines, the City may accept a donation to refurbish the feature and replace the original dedication plaque with one recognizing the subsequent donor. The end of the life cycle for features shall be determined by the City of Ridgefield Public Works Director.
 - i. All donations and memorials are the property of the City.

- j. The City retains the right to accept or deny any proposed donation, including the right to review proposed language for dedication plaques. The City may consider the following factors in its evaluation: (1) whether the donation is appropriate for a public setting, (2) the expenditure required to install or maintain the donation, (3) the community benefit derived from the donation; (4) compliance with all city rules and regulations and applicable federal and state law; and (5) whether the donation is in the best interest of the City.
4. Procedures.
- a. The following procedure will be used to review the suitability of the feature and location.
 - i. Potential donor contacts the City of Ridgefield seeking to make a donation. All inquiries shall be referred to the City of Ridgefield Public Works Director.
 - ii. The Public Works Director shall work with the potential donor to identify the desired type and location of donation.
 - iii. The Public Works Director shall evaluate the suitability of the proposed donation relative to applicable design standards, material durability, maintenance requirements, visual impacts, suitability for the proposed site, safety, sight distance and accessibility.
 - iv. The Public Works Director shall present the proposed donation and his/her evaluation of the impacts of the proposed donation to the City Council in a public meeting. The potential donor is invited to present his/her proposal to the Council as well, and the Council may consider comments from the public. The City Council shall review the proposed and vote on whether to accept the donation. The decision of the City Council shall be final.
 - v. The Public Works Department will coordinate with the donor on the delivery and installation of the donated feature. The Public Works Department will invoice the donor for installation work, including materials and labor.
5. Dedication Plaques.
- a. Dedication plaques shall be either:
 - i. A standard 4-inch by 9-inch granite plaque engraved with text limited to 40 characters. The plaque shall be placed within the paved surface flush with the ground to prevent a tripping hazard or visual nuisance.
 - ii. A standard 2-inch by 5-inch plaque to be mounted on the donated item with text limited to 40 characters. Size may be adjusted at the Public Works' Director's discretion as needed to fit specific furnishing dimensions.
 - b. All text for dedication plaques or other sponsorship materials are maintained as a nonpublic form. The City retains editorial control over the placement, content, appearance, and wording of the messages. All text is subject to review and approval by the City to ensure it memorializes the donor and is appropriate for a public setting.