

## ORDINANCE NO. 1443

### AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON ADDING THE RIDGEFIELD MIXED USE ZONING OVERLAY TO PORTIONS OF THREE COMMERCIAL PARCELS WITH A CONCOMITANT REZONE AGREEMENT

**WHEREAS**, on November 8, 2024, staff received an application to expand the Ridgefield Mixed Use Overlay (RMUO) zoning overlay to portions of Assessor's PINs 213997000, 213998000, and 214022000 ("Royle Ridge") totaling approximately seven acres (attached hereto as Exhibit A); and

**WHEREAS**, the proposal to add a zoning overlay is a zone change proposal subject to the applicable criteria in Ridgefield Municipal Code (RMC) Chapters 18.320 – Amendments and 18.310.090 – Type IV procedure; and

**WHEREAS**, the proposal meets the approval criteria set forth in RMC 18.310.090 and RDC 18.320; and

**WHEREAS**, the City of Ridgefield submitted notice to the Washington State Department of Commerce on November 27, 2024 meeting the sixty (60) day State agency/public review process as prescribed by RCW 36.70A; and,

**WHEREAS**, consistent with WAC 197-11-340(2), on December 2, 2024 the City of Ridgefield issued a SEPA Determination of Non-Significance (DNS) regarding the proposal; and,

**WHEREAS**, the SEPA DNS public comment period expired on December 16, 2024 and the City addressed all comments received; and,

**WHEREAS**, the Ridgefield Planning Commission conducted a public hearing on the proposal on December 4, 2024 during which specific time was given for the public to provide oral and written testimony on the amendments and at the conclusion of the public hearing the Planning Commission voted unanimously to forward a recommendation approving the proposal; and,

**WHEREAS**, the Ridgefield City Council conducted a public hearing and the first reading of the proposal during a regularly scheduled City Council meeting held on January 23, 2025; and

**WHEREAS**, during their January 23, 2025 meeting Council instructed staff to coordinate with the applicant on a concomitant rezone agreement pursuant to RMC 18.320.080 and RCW 36.70B.170 (attached hereto as Exhibit B) addressing certain development issues prior to adoption of the proposed zone change; and

**WHEREAS**, the Ridgefield City Council conducted the second ordinance reading on the proposal during a regularly scheduled meeting held on April 24, 2025; and,

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

**Section 1. Public Interest.** The City Council of the City of Ridgefield finds it to be in the public interest to adopt a zone change adding the RMUO zoning overlay to the Royle Ridge property.

**Section 2. Adoption of the Updated Zoning Map.** The City Council of the City of Ridgefield hereby adopts the updated zoning map attached hereto as Attachment A superseding all previously adopted zoning maps.

**Section 3. Adoption of the Concomitant Rezone Agreement.** The City Council of the City of Ridgefield hereby adopts the Concomitant Rezone Agreement attached hereto as Attachment B.

**Section 4. Compliance with the Ridgefield Municipal Code.** The City of Ridgefield has met its obligations under RMC 18.310.090 and 18.320 and finds no additional compliance actions are necessary.

**Section 5. Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make

necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 6. Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

**PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 24<sup>th</sup> DAY OF APRIL, 2025.**

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Matt Cole, Mayor

ATTEST/AUTHENTICATED:

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Julie Ferriss  
City Clerk

APPROVED AS TO FORM:

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Janean Parker, City Attorney

First Reading: January 23, 2025

Second Reading/Passage: April 24, 2025

Date of Publication:

Effective Date:

**Attachment A: Zoning Map Update**

**attachment B: Concomitant rezone agreement**

**RETURN ADDRESS**

City of Ridgefield  
PO Box 608  
Ridgefield, WA 98642

**Document Title(s)**

Concomitant Rezone Agreement by And Between The City of Ridgefield and Pioneer Development Ventures LLC

**Reference Number(s) of related documents:**

N/A

**Grantor(s)**

Pioneer Development Ventures LLC, a Washington Limited Liability Company

**Grantee(s)**

City of Ridgefield, a municipal corporation

**Abbreviated Legal Description:**

#48 OF SEC 21 T4NR1EWM 1.85A

#49 SEC 21 T4N R1EWM 0.35A

#73 SEC 21 T4N R1EWM 5.82A

**Assessor's Property Tax Parcel/ Account Number**

213997000; 213998000; 214022000

## CONCOMITANT REZONE AGREEMENT

### BY AND BETWEEN THE CITY OF RIDGEFIELD AND PIONEER DEVELOPMENT VENTURES LLC

This Concomitant Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025 by and between the City of Ridgefield, a municipal corporation, (hereinafter referred to as “City”), and Pioneer Development Ventures LLC, a Washington Limited Liability Company (hereinafter collectively referred to as “Owner”), or their assigns or successors.

#### RECITALS:

Whereas, the City and Owner are authorized to enter into a concomitant rezone agreement pursuant to RMC 18.320.080 and as a development agreement pursuant to RCW 36.70B.170; and

Whereas, the Owner owns the property legally described on the attached **Exhibit A** (hereinafter collectively referred to as the “Property”) consisting of Assessor Parcel Numbers 213997000, 213998000, and 214022000; and

Whereas, the Owner has requested the City to add the Ridgefield Mixed Use Overlay (“RMUO”) to the Property; and

Whereas, the Planning Commission recommended to City Council to add the RMUO to the Property after a public hearing on December 4, 2024; and

Whereas the Owner’s request to add the RMUO to the Property is consistent with the comprehensive plan goals and policies and other approval criteria; and

Whereas, the City wishes to condition the development of the Property to mitigate the impacts of the approval of the Owner’s requested RMUO zoning as shown on the conceptual master plan (the “Conceptual Master Plan”) attached as **Exhibit B** and as described in more detail in this Agreement; and

Whereas, the City conducted a public hearing, taking public testimony on the rezone request on January 23, 2025, with the City Council directing a concomitant agreement substantially in the form attached at the conclusion of the public hearing;

NOW THEREFORE, as a condition of the City's rezone of the Property in the manner described below, the City and Owner and Developer agree to the following terms and conditions:

1. The City will add the RMUO overlay to the Property.
2. The Owner shall retain the trees along the north property line to the greatest extent practicable as shown in the Conceptual Master Plan in connection with future development of the Property. The existing trees in the reduced habitat buffer will be preserved which will include tree planting enhancement as part of a future mitigation plan to be submitted during development review of future development of the Property, and the site will be enhanced with additional trees that exceed the minimum required by City code. The site will be graded to work with the existing grade and retaining walls will be reduced to the greatest extent practicable, given the grading requirements for building pads and parking areas, ADA requirements and the need for pedestrian access and frontage improvements on Royle Road.
3. To address Council's concern about the safety of a residential use located near a convenience store, Owner shall implement security measures and safety enhancements including 24-hour video surveillance in the residential parking lot, ornamental fencing to keep pedestrians from easily entering semi-private areas of the site and limit cut-through pedestrian traffic, and appropriate signage as approved by City staff.
4. Because the silo on site cannot be salvaged due to its condition, the silo will be demolished and the Owner will instead incorporate some historical context (through a mural or design of the play equipment or other means reasonably acceptable to the City) into the design of the playground to be developed on the residential portion of the Property, which shall be reviewed and approved by City staff in conjunction with development review of future development of the Property.
5. The Owner agrees to provide 10% of the residential units (for a total of nine (9) units) to promote affordable housing, with five (5) such units to be "affordable" at 80% AMI and four (4) units to be "low income" at 60% AMI. The City shall not charge Traffic Impact Fees ("TIF") or Park Impact Fees ("PIF") on these nine (9) units pursuant to RMC 18.070.140. Owner agrees that the affordable housing shall remain exclusively available to low-income households for the minimum periods identified in RMC 18.070.140 and that the City may require a separate covenant on such properties as needed to assure this covenant.
6. Owner agrees to construct trails onsite as generally depicted on the Conceptual Master Plan in conjunction with future development of the residential portion of the Property.
7. Owner agrees to construct a pedestrian crossing (the "Pedestrian Crossing") over the tributary to Allen Canyon Creek with ADA accessibility to Property. City staff agrees to take an amendment to the impact fee capital facilities plan for parks and transportation to City Council for approval by the end of the year to add the Pedestrian Crossing to the impact fee capital facilities plan lists for both parks and transportation, and once amended, the City agrees to issue park impact fee credits and transportation impact fee credits for those facilities as provided for on the park impact fee capital facilities list and transportation impact fee capital facilities list. The trail that extends to the north and south of the Pedestrian Crossing will continue to be a soft pathway as limited by the Department of Ecology. To allow

the PIF and TIF credits from the Pedestrian Crossing to be used for development of the Property, payment of all applicable PIF and TIF fees for future development on the Property shall be deferred until final occupancy in accordance with the City's municipal code. Owner's obligation to construct the Pedestrian Crossing is contingent on obtaining permits from all applicable agencies and Owner shall proceed with due diligence and good faith to obtain such permits. If any permit required to construct the Pedestrian Crossing is denied by an agency with jurisdiction, and all appeals/appeal periods for the denial have expired, then the Owner shall be relieved of its obligation to construct the Pedestrian Crossing.

8. In accordance with RCW 36.70B.170, the City reserves the right to impose new or different comprehensive plans, zoning maps or development regulations affecting the Property as the City Council may deem necessary to the extent required by a serious threat to public health and safety.
9. Nothing in this Agreement will be construed to limit the discretion, authority or obligation of the City to process any land use approvals under the processes established by the City.
10. The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties, and their heirs, successors and assigns. This Agreement shall be recorded against the Property with the Clark County Auditor.
11. The Term of this Agreement shall be from the Effective Date of this Agreement and shall continue in force until the Property has been fully developed and all Owner's obligations in connection therewith are satisfied as determined by the City.
12. The Effective Date of this Agreement shall be the date that the last party signs this Agreement or the effective date of the ordinance approving this Agreement and the agreed zoning change.
13. Severability. In the event that any provision of this Agreement or its application to any person, legal entity, or circumstance is held invalid, the remainder of the Agreement or its application to other persons, legal entities, or circumstances is not affected.
14. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties, or their assigns and successors.
15. All notices, demands and communication to the City and Owner under this Agreement shall be in writing and mailed or delivered to the parties at the addresses below or such other address as the party will have designated by notice to the other. Such notices, demands, and communication shall be deemed delivered two (2) days after mailing.

**Notices to City:**

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

**With Copy to:**

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

**Notices to Owner**

Pioneer Development Ventures LLC

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**With Copies to:**

Steve Morasch  
Landerholm PS  
805 Broadway, Suite 1000  
Vancouver, WA 98660

**Pioneer Development Ventures LLC:**

**City of Ridgefield:**

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Steve Stuart, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
City Attorney





STATE OF WASHINGTON        )  
  ) ss.  
County of Clark                )

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by  
\_\_\_\_\_ as \_\_\_\_\_ of Pioneer  
Development Ventures LLC.

Dated: \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

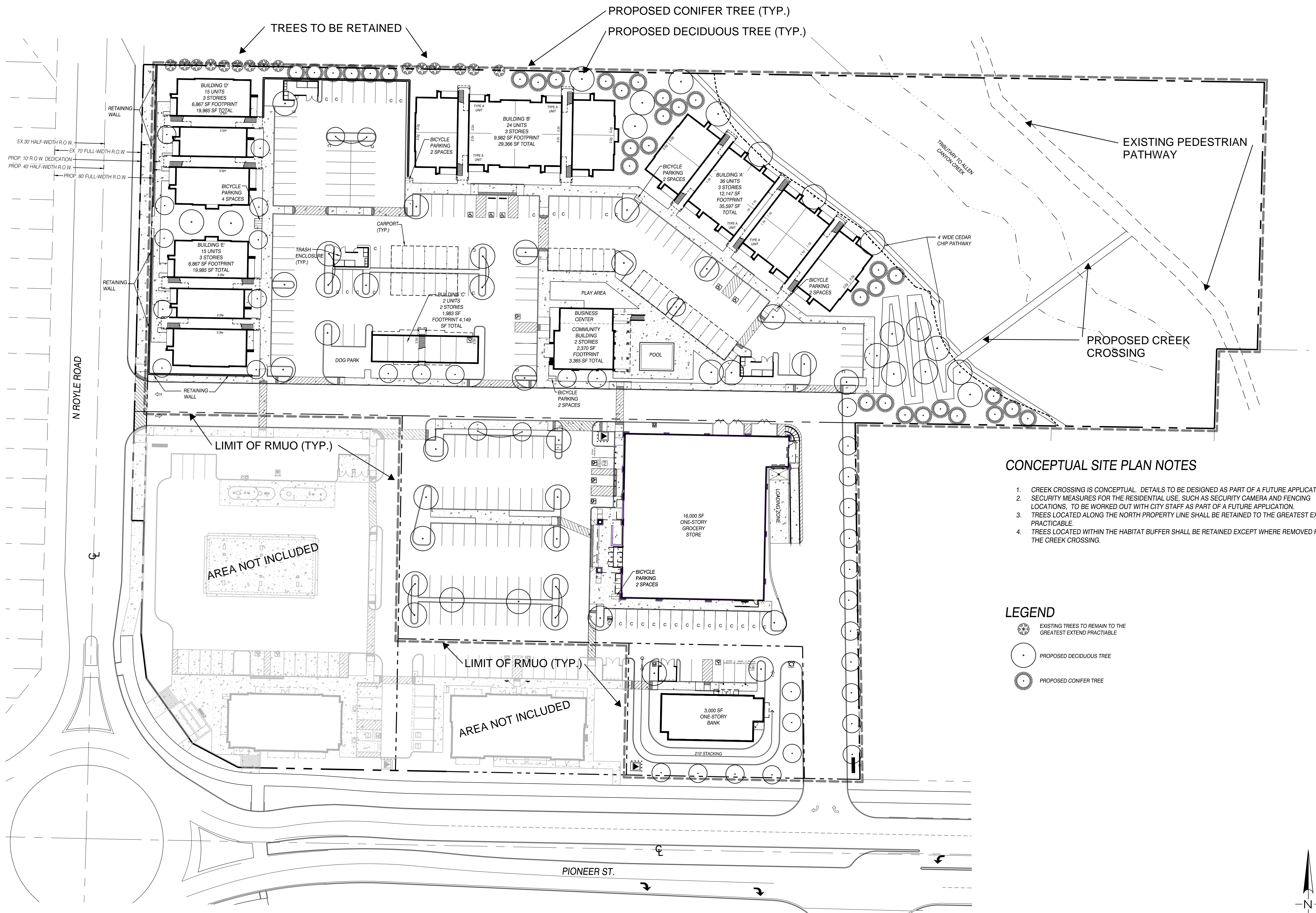
STATE OF WASHINGTON        )  
  ) ss.  
County of Clark                )

This record was acknowledged before me on \_\_\_\_\_ by Steve Stuart as City  
Manager of the City of Ridgefield.

Dated: \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

FILE: W:\18761 ROYLE RIDGE EAST\500 DESIGN\502 DRAWINGS\01 BASE\18610 SITEPLAN PRELIM.OVERALL.DWG

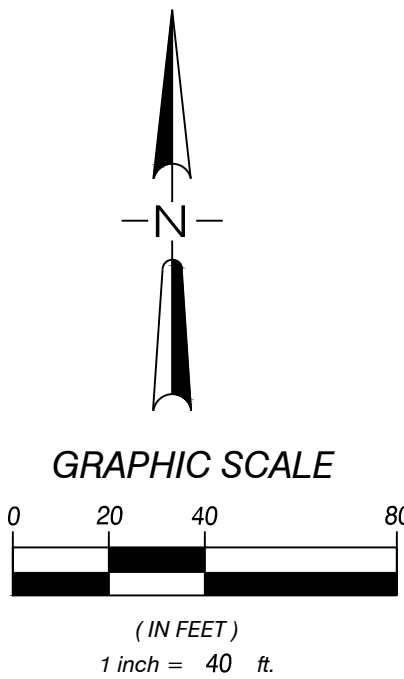


CONCEPTUAL SITE PLAN NOTES

1. CREEK CROSSING IS CONCEPTUAL. DETAILS TO BE DESIGNED AS PART OF A FUTURE APPLICATION.
2. SECURITY MEASURES FOR THE RESIDENTIAL USE, SUCH AS SECURITY CAMERA AND FENCING LOCATIONS, TO BE WORKED OUT WITH CITY STAFF AS PART OF A FUTURE APPLICATION.
3. TREES LOCATED ALONG THE NORTH PROPERTY LINE SHALL BE RETAINED TO THE GREATEST EXTENT PRACTICABLE.
4. TREES LOCATED WITHIN THE HABITAT BUFFER SHALL BE RETAINED EXCEPT WHERE REMOVED FOR THE CREEK CROSSING.

LEGEND

- EXISTING TREES TO REMAIN TO THE GREATEST EXTENT PRACTICABLE
- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFER TREE



REVISIONS:

JOB NO.:	18610
DATE:	APRIL 2025
SCALE:	1" = 40'
DESIGNED BY:	SA
DRAWN BY:	SA/MRO
CHECKED BY:	MRO