



Town of Yacolt

Council Meeting Agenda

Monday, April 10, 2023
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Approve Minutes of Previous Meeting(s)

- [1.](#) DRAFT Minutes from 3-13-2023 Council Meeting

Citizen Communication

Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.

Unfinished Business

- [2.](#) Resolution 610 BGSD Interlocal Agreement re: School Impact Fees
- [3.](#) Records Review Update
- [4.](#) Paint Striper Procurement Update - New Options
- [5.](#) Code Enforcement Update

New Business

- [6.](#) Approval to Keep Chickens
- [7.](#) RFQ for Engineering Services
- [8.](#) RES 611 Natural Hazard Mitigation Plan
- [9.](#) Cemetery Plot Buyback Request

10. Rotate Finance Committee

Town Clerk's Report

Public Works Department Report

Attorney's Comments

Citizen Communication

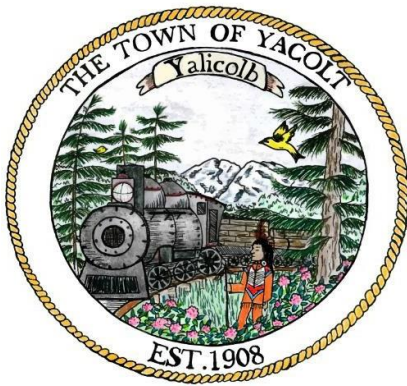
Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.

Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Adjourn



Town of Yacolt

Town Council Meeting Minutes

Monday, March 13, 2023

7:00 PM

Town Hall

Call to Order

7:01 PM

Flag Salute

Roll Call

Council Members Present: Ian Shealy, Kandi Peto, Joshua Beck, Ronald Homola, Marina Viray

Also present: Town Attorney David Ridenour, Public Works Director Terry Gardner, and Clerk Stephanie Fields (Mayor Listek was ill and unable to make the meeting, so Mayor Pro Tem Kandi Peto presided over the meeting.)

Late Changes to the Agenda

There will be no Executive Session

Approve Minutes of 2-13-23 Meeting

Motion: Homola **2nd:** Beck

Aye: Shealy, Peto, Beck, Homola, Viray

Nay: 0

Motion Carried

Citizen Communication

Mike Zundel of the American Red Cross thanked the Mayor and the Town for proclaiming March Red Cross month.

Unfinished Business

Conditional Use Permit Council Deliberation and Vote re: Proposed Duplex at 110 S. Hubbard Ave.

Mayor Pro Tem Peto read a short statement explaining that no public testimony could be heard at this meeting, since the Public Hearing was already closed at the last meeting. Attorney Ridenour reiterated it, and said that if anyone was to request a copy of the written comments the Town received after the Feb. 13th hearing, the Clerk could send those comments to the requestor(s). After brief discussion, a motion was made to deny the Conditional Use permit for a duplex at this address based on Council's view that multi-family housing at this location would be detrimental to the health, safety, or general welfare of the neighborhood.

Motion: Beck **2nd:** Viray

Aye: Shealy, Peto, Beck, Viray

Nay: 0

Abstain: Homola

Motion Carried

Conditional Use Permit Council Deliberation and Vote re: Proposed Tri-Plex at 106 E. Humphrey St.

After a very brief discussion, a motion was made to deny the Conditional Use permit for a tri-plex at this address based on Council's view that multi-family housing at this location would be detrimental to the health, safety, or general welfare of the neighborhood.

Motion: Homola

Second: Shealy

Aye: Shealy, Peto, Beck, Homola, Viray

Nay: 0

Motion Carried

Code Enforcement Update

Cindee Clark came in to Town Hall on Feb. 22nd to notify the Clerk that she moved her horse outside of Town and disconnected and moved her RV from her front yard, and stated that the RV is only being used as a "home office". Councilmembers Beck and Shealy reported that the RV is still in place and appears to be still hooked up. Council moved to have the Clerk send a letter to Ms. Clark, insisting on correction of the violation, and offering a voluntary abatement option. Attorney Ridenour also pointed out that Yacolt's Municipal Code does not support the use of a separate structure in a residential zone for commercial use.

Motion: Beck

2nd: Peto

Aye: Shealy, Peto, Beck, Homola, Viray

Nay: 0

Motion Carried

Records Room Review Update

Clerk Fields gave a quick update on the records room review: They are down to the last ½ box or so of records to sort, and review, but what's left is very slow-going. As of now, there are 5-6 large bankers' boxes containing records which will be retained or further reviewed for decisions on retention, archiving, or shredding. In all, we'll be sending just over 2 bins out of the original 5 to the shredders.

Paint Striper Procurement

Attorney Ridenour has been working on a letter to Council explaining that through his research, he has concluded that the purchase of the paint striper does indeed require a formal competitive bid. He said that no statutory exception applies in this case. Our calls for quotes were not open, competitive calls, as the make and model were specifically pre-selected. This does not give anyone with another, equivalent model the option to bid. He handed out a couple of brochures with other brands/models which were similar to the one Public Works sought bids for. He also stressed that it's the Clerk, not Public Works, who should be sending out the calls for bids, and that the Auditors *always* look at large purchases, to verify that procurement was properly, fairly, and responsibly handled. He explained that with Public Works' recommendations/requests, ultimately it's Council's job to decide what features they want in a machine. So Council came up with a list: Lazer, 2 guns, hydraulic (but not sealed hydraulic), heavy-duty (upper end of horsepower specs), 160 cc driver. Councilmember Homola asked if Councilmember Shealy and Public Works Director Gardner could do a bit more research, to find out how other jurisdictions like their machines, and what they would charge us to do the striping down our main streets, or rent their striper to us. They said they would. Attorney Ridenour suggested he and Clerk Fields can work on a draft Call for Bids for possible Council approval at the next meeting. Motion was made for those things to get done in preparation for the next meeting.

Motion: Homola

2nd: Beck

Aye: Shealy, Peto, Beck, Homola, Viray

Nay: 0

Motion Carried

New Business

6-Year Transportation Plan Planning

There was a short discussion on what priorities Councilmembers have regarding the Town's streets at this point. The two areas which stood out the most were an ADA crossing across Railroad Avenue at Cushman, and road improvement on North Hubbard between Jones and Yacolt Rd. Terry hopes for plenty of input from Councilmembers and Townspeople.

Town Clerk's Report

- Sent out Notices of Award to Tane Electric and MJS Contracting for the upcoming work in the new Council Chambers
- Advertised a Call for Bids for the Town Park Poured Rubber Project, with bid opening scheduled for April 6th
- Advertised a Request for Qualifications for Engineering Services
- Working on ARPA Report and Annual Report, due in April and May, respectively
- Advised all employees that WA Cares Act goes into effect this July (kind of like PFML, but for long-term care)
- We have something like 7000 Easter Eggs ready for the Hunt on April 8th. Asked for volunteers not only for that day, but to solicit donations of Easter Baskets for the kids and the raffle (Councilmembers Viray and Peto both volunteered to help)

Public Works Department Report

- Roof is up for readerboard sign; hopes to have sign hung by about April 1st
- Constantly cleaning up limbs and debris blown down by storms
- Worked last week on getting equipment into shape: Excavator's broken glass got replaced and the door repaired, as well as a tune-up; backhoe got a new radiator. Next month: mowers: new air filters, oil changes, blades sharpened.
- Peto asked if we could possibly find a different type of lid for the trash cans at the park – a type that does not have to be removed to put trash into the can. She and Gardner both agreed that every time they go to the parks, the trash can lids are off the cans. Gardner will look into getting new lids.

Attorney's Comments

- Regarding the stripier bids, the Town is obligated to let the previous bidders know what happened with the last bid, and we can invite them to bid again when we send the formal call out.
- Regarding the Battle Ground School District Interlocal Agreement for Impact Fees, he only has a problem with one final sentence in BGSD's latest proposal, so by the next meeting, he is confident that Council will have the final draft of the Interlocal Agreement presented to them.
- May be looking at the BGSD Capital Facilities Plan soon

Citizen Communication

None

Council's Comments

- Beck – caught two young guys (2 separate incidents) tearing up the Rec Park parking lot with their vehicles. He took photos of both of their driver licenses and turned them in to the Sheriff's office. The Deputy said that they tried to track down the two guys, but were unable to because the information they have on file is apparently incorrect. He also informed Beck that the Mayor, Clerk, or Public Works Director needs to be the one to file a report, and they *must* have a license number from the vehicle. After looking at the photos on the driver licenses, Homola said he knows both kids, and will speak to their parents.
- Viray – Attended the UCPB meeting, and all applicants were awarded the grants they requested.

Mayor's Comments

- Hopes Mayor Listek gets well soon, and thanked everyone for their support as she ran the meeting.

Approve to Pay Bills on Behalf of the Town after Review by at Least 2 Council Members

Motion: Beck

2nd: Shealy

Aye: Shealy, Peto, Beck, Homola, Viray

Nay: 0

Motion Carried

Adjourn

8:56 pm

Mayor Katelyn Listek / Mayor Pro Tem Peto

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: David W. Ridenour, Town Attorney **Group Name:** Staff
Address: 202 W. Cushman St. **Phone:** DWR - (360) 991-7659
P.O. Box 160
Yacolt, WA 98675
Email Address: david@davidridenourlaw.com **Alt. Phone:** Town Clerk (360) 686-3922

ITEM INFORMATION:

Item Title: Interlocal Agreement with the Battle Ground School District for the Collection and Transfer of School Impact Fees.

Proposed Meeting Date: April 10, 2023.

Action Requested of Council: Review proposed Interlocal Agreement with the Battle Ground School District for the collection and handling of school impact fees.

Proposed Motion: "I move that the Council approve Resolution #610 as presented".

Summary/ Background: The Town Clerk and Town Attorney have negotiated the terms of an Interlocal Agreement with the Battle Ground School District for the handling of school impact fees that are collected by the Town from new residential building projects. The Interlocal Agreement is presented to the Council together with Resolution #610 authorizing its approval.

(The Council has previously discussed this Agreement during its meetings on 6/13/22; 9/12/22; 10/10/22; 12/12/22, 2/13/23, and 3/13/23.)

Attachments: Resolution #610 with Exhibit 'A' - Proposed Interlocal Agreement.

Staff Contact(s): Stephanie Fields, Town Clerk.
Katelyn Listek, Mayor of Yacolt.
David W. Ridenour, Town Attorney

**A RESOLUTION OF THE TOWN COUNCIL OF YACOLT, WASHINGTON,
AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE
TOWN OF YACOLT AND BATTLE GROUND SCHOOL DISTRICT #119 FOR THE
COLLECTION, DISTRIBUTION, AND EXPENDITURE OF SCHOOL IMPACT FEES**

Whereas, the Town of Yacolt, (hereafter “*Yacolt*” or “*Town*”), is obligated to adopt development regulations that implement its Comprehensive Growth Management Plan and ensure compliance with the requirements of RCW 36.70A of the Growth Management Act;

Whereas, the Washington State Legislature passed RCW 82.02 which authorizes the Town to collect school impact fees on new growth and development activity for the purpose of having that new growth and development pay a proportionate share of the costs of new school facilities that are required because of that new growth and development;

Whereas, on or about May 3, 1994, the Yacolt Town Council adopted Ordinance No. 352, now codified at Article I of Chapter 3.15 of the Yacolt Municipal Code, creating a program for the assessment and collection of school impact fees on appropriate residential construction within the Town;

Whereas, since the adoption of its school impact fee program, the Town has collected and continues to collect school impact fees on behalf of the Battle Ground School District #119, (“*District*”);

Whereas, the Town and the District desire to enter into an Agreement, pursuant to and in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW, to describe the terms by which the parties will administer and distribute authorized school impact fees;

Whereas, the Town Council of Yacolt has determined that it is in the public interest to authorize the Mayor of Yacolt to execute the Interlocal Agreement between the Town and the District attached as Exhibit A hereto, (“*Agreement*”); and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 10th day of April, 2023, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

NOW THEREFORE, be it Resolved by the Town Council of the Town of Yacolt, Washington, as follows:

Section 1 - Approval of Agreement: The Interlocal Agreement between the Town of Yacolt and the Battle Ground School District #119, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is hereby authorized to execute the Agreement between the Battle Ground School District and the Town of Yacolt in a form substantially similar to Exhibit A, for and on behalf of the Town of Yacolt.

Section 2 - Reservation of Authority: The Town Council reserves all lawful authority to approve capital facilities plans, plan updates, school impact fees adopted and proposed by the District, and other elements of YMC 3.15 over which the Council has discretion and authority.

Section 3 - Filing of Agreement: An executed original of the Agreement shall be filed with the Clark County Auditor or published and filed in any other manner that satisfies the filing requirements of RCW 39.34.040.

Section 4 - Effective Date: This Resolution shall be effective immediately upon adoption by the Town Council in accordance with law. The Town Clerk is directed to publish notice of the adoption of this Resolution in the Town's official newspaper by publishing the following summary:

Town of Yacolt - Summary of Resolution #610

The Town Council of the Town of Yacolt adopted Resolution #610 at a regular meeting of the Town Council held on April 10, 2023. The content of the Resolution is summarized in its title as follows: "A Resolution of the Town Council of Yacolt, Washington, Authorizing the Execution of an Interlocal Agreement Between the Town of Yacolt and Battle Ground School District #119 for the Collection, Distribution, and Expenditure of School Impact Fees".

The effective date of the Resolution is April 10, 2023. A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 19th day of April, 2023.
Yacolt Town Clerk.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 10th day of April, 2023.

TOWN OF YACOLT

Proposed

Katelyn J. Listek, Mayor

Attest:

Proposed

Stephanie Fields, Town Clerk

Approved as to Form:

Proposed

David W. Ridenour, Town Attorney

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #610 of the Town of Yacolt, Washington, entitled "A Resolution of the Town Council of Yacolt, Washington, Authorizing the Execution of an Interlocal Agreement Between the Town of Yacolt and Battle Ground School District #119 for the Collection, Distribution, and Expenditure of School Impact Fees" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Proposed

Stephanie Fields, Town Clerk

Published: April 19, 2023
Effective Date: April 10, 2023
Resolution Number: 610

**INTERLOCAL AGREEMENT BETWEEN THE BATTLE GROUND SCHOOL DISTRICT #119
AND THE TOWN OF YACOLT FOR THE COLLECTION, DISTRIBUTION, AND
EXPENDITURE OF SCHOOL IMPACT FEES**

THIS INTERLOCAL AGREEMENT (“*Agreement*”) is by and between the Town of Yacolt, a Washington municipal corporation, (“*Town*” or “*Yacolt*”), and Battle Ground School District No. 119, a Washington municipal corporation, (“*District*”). The Town and the District are collectively referred to as the “*Parties*”.

RECITALS

Whereas, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, Chapter 36.70A RCW, (the “*Act*”), and Chapter 82.02 RCW, which authorize the collection of impact fees on new growth and development activity for the purpose of having that new growth and development pay a proportionate share of the costs of new facilities required based on that new growth and development;

Whereas, the Act and Chapter 82.02 RCW require that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan;

Whereas, on or about May 3, 1994, the Yacolt Town Council adopted Ordinance No. 352, now codified at Article I of Chapter 3.15 of the Yacolt Municipal Code, (“*YMC*”), for the purposes of implementing the Act for the collection of school impact fees;

Whereas, on August 15, 2016, the Yacolt Town Council adopted Ordinance No. 545, now codified at Article III of Chapter 3.15 of the YMC, for the purposes of implementing a program for the deferral of certain impact fees as required by Section 82.02.050 RCW;

Whereas, the Town has collected and continues to collect school impact fees on behalf of the District;

Whereas, the District periodically prepares capital facilities plans in compliance with the Act and Chapter 82.02 RCW for adoption by the District’s School Board;

Whereas, the Town’s authority to collect and distribute current and future school impact fees is contingent upon the Town’s adoption of the District’s capital facilities plans; and,

Whereas, the Town and the District desire to enter into this Agreement under the terms and conditions provided below pursuant to and in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of administering and distributing authorized school impact fees:

NOW THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

AGREEMENT

1. **GENERAL AGREEMENT.** The Town and the District agree to comply with the terms of this Agreement which govern the collection, distribution, and expenditure of school impact fees.
2. **RESPONSIBILITIES OF THE DISTRICT.** The District, by and through its employees, agents, and representatives, agrees to:
 - 2.1 Generally. Comply with Chapter 82.02 RCW, as written or hereafter amended, Chapter 36.70A, as written or hereafter amended, YMC 3.15, as written or hereafter amended, and

with all applicable laws regarding school district impact fees, including without limitation all requirements regarding capital facilities plans, school impact fee schedules, impact fee limitations, use of funds, and refunds.

- 2.2 Submit Capital Facilities Plans for Town Review. Upon the adoption of any capital facilities plan or any update to a previously adopted plan, but in no event later than every six years, the District shall submit to the Town a six-year capital facilities plan or an update to a previously adopted plan, together with a school impact fee schedule and calculations, which meets the requirements of the Act, Chapter 82.02 RCW, and YMC 3.15. The District will attempt to provide these submittals to the Town on or before June 1 of the year it is submitted.
- 2.3 Establish Fund for Deposit of Impact Fees. Authorize Clark County, as Treasurer for the District, to establish a District Impact Fee Fund as a sub-fund of the District's Capital Projects Funds in which impact fee revenues and interest revenues will be deposited. The fund shall be an interest-bearing fund, and shall be invested in a manner consistent with the investment policies of the District.
- 2.4 Expenditure of Impact Fees. Expend impact fee revenues provided to the District under this Agreement, and all interest proceeds on such revenues, solely for expenditures authorized by Chapter 82.02 RCW, as written or hereafter amended, and by YMC 3.15, as written or hereafter amended, related to facilities identified in capital facilities plans and plan updates as adopted from time to time by the District, and as authorized and approved by the Town.
- 2.5 Annual Report. Prepare a report sufficient to satisfy the requirements of RCW 82.02.070(1), as it exists or may be amended, and submit such report to the Town on or before January 1 of each year, showing the source and amount of all moneys collected, earned or received, and system improvements that were financed in whole or in part by school impact fees. Each District annual report shall be sent to the Town on or before April 1 of each year for the preceding calendar year.
- 2.6 Refunds of Impact Fees. Refund impact fees and interest earned on impact fees which have been disbursed to the District's Impact Fee Fund when a refund is required under applicable law and documentation in support of such refund, as may be reasonably required by the District, is provided by the Town. Examples of situations where a refund may be required include, without limitation, (1) when the proposed development activity does not proceed and no impact to the District has resulted, unless the District determines that it has expended or encumbered the fees in good faith prior to the application for a refund, (2) when the impact fees or interest earned on impact fees are not expended or encumbered within the time limits established by law, or (3) when the school impact fee program is terminated.
- 2.7 Assistance to the Town. Reasonably participate and assist with decisions and actions involving impact fee assessments, credits, appeals, refunds, deferrals, collections and other matters that may arise during the term of this Agreement. Assistance to the Town may include, where reasonably necessary, providing District witnesses or information at the District's expense to defend any administrative or other appeal or challenge of YMC 3.15 or this Agreement.

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- 2.8 Record Keeping. Maintain all accounts and records necessary to ensure proper accounting for all impact fee funds and compliance with this Agreement, the Act, Chapter 82.02 RCW, and YMC 3.15, as amended.

3. **RESPONSIBILITIES OF THE TOWN.** The Town, by and through its employees, agents, and representatives, agrees to:

- 3.1 Generally. Comply with Chapter 82.02 RCW, as written or hereafter amended, Chapter 36.70A, as written or hereafter amended, YMC 3.15, as written or hereafter amended, and with all applicable laws regarding school district impact fees, including without limitation all requirements regarding capital facilities plans, school impact fee schedules, impact fee limitations, use of funds, and refunds.
- 3.2 Review New Capital Facilities Plans. Timely review and take action on capital facilities plans and plan updates as adopted from time to time by the District and revised impact fee schedules and calculations as proposed by the District, consistent with the requirements of Chapter 82.02 RCW as amended, Chapter 36.70A RCW as amended, and YMC 3.15 as amended.
- 3.3 Collect School Impact Fees. Assess and collect school impact fees pursuant to the District's then current capital facilities plan, as adopted by the Town, and Chapter 3.15 of the Yacolt Municipal Code, as written or hereafter amended, before the issuance of permits as set forth in YMC 3.15.030, unless collection of the school impact fee is deferred pursuant to YMC 3.15, Article III, (Deferral of Impact Fees).
- 3.4 Segregation of School Impact Fees Collected. Deposit all school impact fees collected on behalf of the District in a Town Fund specifically identified and reserved for the District. School impact fees collected by the Town will be deposited with a financial institution of the Town's choosing pursuant to a deposit schedule set by Town policy. The Town Fund shall be an interest-bearing fund, and shall be invested in a manner consistent with the investment policies of the Town. Funds received by the Town and attributed to school impact fees which are paid under protest shall not be available for transfer to the District, and shall be held by the Town or County, as is applicable, until the matter underlying said protest has been resolved pursuant to YMC 3.15.060, (Appeals), at which time said impact fees paid under protest shall be distributed according to the resolution of said protest.
- 3.5 Remit School Impact Fees to the District. The Town shall endeavor to remit the school impact fees and associated interest earned on a monthly basis, on or before the fifteenth of each month, for school impact fees collected during the preceding calendar month.
- 3.6 Monthly Reports. Distribute reports monthly to the District on the amount of impact fees collected; the person or entity who paid the fees; a description of the property where the development paying the fees is located; the permit number(s) associated with each payment; the interest attributed to the District that month for each contribution; the name of any project/development and the number and type of units for which school impact fees were paid under protest pursuant to YMC 3.15.060, (Appeals) and the corresponding amount of school impact fees paid under protest; and the details surrounding any situation where school impact fees were not paid when due (including school impact fees that were deferred under YMC 3.15.300 and RCW 82.02.050(3)), to allow the District to exercise its rights, including its rights under RCW 82.02.050(3)(d)(ii).

- 3.7 Review Exemptions. Determine whether exemptions from the payment of impact fees should be made pursuant to YMC 3.15.030-040. The Town shall evaluate applications to reduce or eliminate the school impact fee under YMC 3.15.040 in consultation with the District.
- 3.8 Review Credits and Adjustments. Review any request for credits and/or adjustments as to the required impact fees pursuant to Sections 82.02.060(3), (4), and (5) RCW, as amended, or YMC 3.15.050, as amended, and, in consultation with the District, determine the credits and/or adjustments as to the school impact fees due, if any, and provide the District with documentation and a written decision regarding the same.
- 3.9 Assist the District's Research. Cooperate with the District and assist the District in determining student generation factors of new developments and/or other demographic and development information.
4. **ADMINISTRATIVE FEES.** To cover the Town's administrative costs in collecting and depositing impact fee revenue into the applicable fund, generating monthly and annual reports as required herein, and generally undertaking all appropriate accounting measures, the District agrees to pay to the Town, upon receipt of an acceptable invoice, a flat fee of Ten Dollars, (\$10.00), per month for the Town's reporting requirement, plus Twenty Dollars, (\$20.00), for each impact fee received. The Town agrees to provide an invoice for administrative fees under this Section on at least an annual basis.
5. **AUDIT.**
- 5.1 Retention of Records. The Parties shall maintain suitable records of all material matters covered by this Agreement in accordance with State records retentions laws.
- 5.2 Availability of Records. Each party's records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the other party. Each party agrees to cooperate with any monitoring or evaluation activities conducted by the other party that pertain to the subjects of this Agreement. Each party agrees to allow the other party to have full access to and the right to examine during normal business hours, all of the subject party's records with respect to all matters covered by this Agreement, (subject to exceptions from disclosure pursuant to applicable law). Each party and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials, payrolls, and records of matters covered by this Agreement. The party requesting the audit shall give at least fifteen (15) days' advance notice to the other party of fiscal audits being requested.
- 5.3 Public Records Act. The results and records of any such audit shall be maintained and disclosed in accordance with Chapter 42.56 RCW.
6. **DURATION OF AGREEMENT.** This Agreement shall remain in effect until terminated pursuant to Section 7 of this Agreement.
7. **TERMINATION OF AGREEMENT.**
- 7.1 Generally. This Agreement may be terminated by either Party at any time, without cause and with immediate effect, upon notice to the other Party pursuant to Section 10.

- 7.2 Survival of Rights and Obligations. Unless barred by an applicable statute of limitation or repose, the provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement as having not been fully and necessarily performed as of the date of termination, shall survive termination, including without limitation Section 2.4 (Expenditure of Impact Fees); Section 2.5 (Annual Report); Section 2.6 (Refunds of Impact Fees); Section 2.7 (Assistance to the Town); Section 2.8 (Record Keeping); Section 3.4 (Segregation of School Impact Fees Collected) as to school impact fees collected by the Town prior to termination of the Agreement; Section 3.5 (Transfer School Impact Fees to the District) as to school impact fees collected by the Town prior to termination of the Agreement; Section 3.6 (Monthly Reports); Section 3.8 (Review Exemptions); Section 4 (Administrative Fees); Section 5 (Audit); Section 8, (Indemnification); Section 9 (Administration); Section 10 (Notices and Payments); Section 12 (Limitations of Liability); Section 14 (Dispute Resolution); Section 15 (Attorney Fees and Costs); Section 16 (Governing Law and Venue); Section 17 (Entire Agreement); Section 18 (Waiver); Section 20 (Assignment); Section 23 (Ratification); Section 24 (No Rights Conveyed to Other Parties); Section 25 (Additional Documents); and Section 26 (Time of the Essence).

8. INDEMNIFICATION.

- 8.1 Generally. Each party will protect, save, and hold harmless the other party, and its officers, agents, and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the indemnifying party, its assigns, agents, contractors, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement. Each party further agrees to defend the other party and its authorized agents and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the other party or its authorized agents and employees. PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of each party and their agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the indemnifying party's concurrent negligence. The District specifically agrees to defend and hold the Town harmless from any claims, actions, costs, damages or expenses of any nature including the costs of legal defense in the event that any action is brought challenging the authority, validity, legality, or constitutionality of school impact fees charged or to be charged under this Agreement or Chapter 3.15 of the Yacolt Municipal Code. No liability shall attach to the District or the Town by reason of entering into this Agreement except as expressly provided herein.
- 8.2 Mutual Waiver of Immunity. Each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees. For this purpose, the District and the Town, by mutual negotiation, hereby expressly waive, as to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This Section does not purport to require that either party indemnify the other against liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the party that would otherwise be entitled to indemnity under this provision, or its elected officials, officers, employees, and agents.
- 8.3 Attorneys' Fees and Costs. In the event either party incurs attorneys' fees, costs, or other legal expenses to enforce the provisions of this Section against the other party, all such fees, costs, and expenses shall be recoverable by the prevailing party. The indemnifying

party shall be responsible for the reasonable attorneys' fees and costs of the indemnified party, including all fees of attorneys and experts, and other costs and expenses incurred in good faith. In addition, the indemnified party shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

9. **ADMINISTRATION.** The Parties designate the following as their representatives responsible for administering the terms of this Agreement:

9.1 For the Town: The Town's Mayor.

9.2 For the District: The District's Superintendent or their designee.

10. **NOTICES AND PAYMENTS.** Notices, payments and other communications between the Parties shall be in writing and shall be either hand-delivered, emailed, or mailed by first-class mail, postage prepaid, to the addresses set forth in this Section. All notices shall be deemed given on the day such notice is personally served or emailed, and three (3) days after the date such notice is mailed by first-class mail. The name and address to which notices shall be directed may be changed by a party by giving the other party notice of such change as provided in this Section.

10.1 If to the Town:

Town of Yacolt
Attn: Town Clerk
P.O. Box 160
Yacolt, Washington 98675
Phone: 360-686-3922
E-mail: clerk@townofyacolt.com

10.2 If to the District:

Battle Ground School District
Attn: Superintendent
P.O. Box 200
Battle Ground, Washington 98604
Phone: 360-885-5300

11. **RELATIONSHIP TO EXISTING LAWS.** In meeting the commitments encompassed in this Agreement, the Parties will comply with the requirements of the Open Public Meeting Act, State Environmental Policy Act, annexation statutes and other applicable State or local law. The ultimate authority for land use and development decisions in Yacolt is retained by the Town. By executing this Agreement, the District and the Town do not purport to abrogate the decision-making responsibilities vested in them by law.

12. **LIMITATIONS OF LIABILITY.** The Parties agree that the Town shall in no event be liable to the District for the payment of money in connection with the school impact fee program with the exception of remitting to the District the impact fees collected for the District and the interest earned thereon. The Parties acknowledge that the Town is vested with authority to impose and collect school impact fees. The Town will collect school impact fees pursuant to YMC 3.15 and/or other applicable laws as they exist now or as they may be amended in the future. The Town and District may also work together cooperatively to collect school impact fees.

- 13. COMPLIANCE WITH THE INTERLOCAL COOPERATION ACT.** This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW. The Agreement includes the following elements:
- 13.1 Duration of Agreement. The duration of this Agreement is set forth in Section 6.
 - 13.2 No Separate Entity - Joint Administration. No separate legal or administrative agency exists or will be established in connection with this Agreement. The Parties shall administer the performance of this Agreement through their administrators as identified in Section 9.
 - 13.3 Purpose of Agreement. The purpose of this Agreement is to describe the rights and obligations of the Parties with regard to the collection, distribution, and expenditure of school impact fees within the Town of Yacolt.
 - 13.4 Manner of Financing. The Agreement will not require financing of any kind. Each party shall be responsible for budgeting any projected and actual financial impacts from the activities described in this Agreement in its own budgets.
 - 13.5 Termination of Agreement. This Agreement may be terminated as set forth in Section 7.
 - 13.6 Disposition of Property. No real property will be acquired, held, used, or disposed of in connection with this Agreement. The disposition of personal property and money to be collected, transferred and spent pursuant to this Agreement is described in Section 2, Section 3, and other sections of this Agreement.
 - 13.7 Document Execution, Filing and Effective Date. The Parties agree to execute two (2) originals of this Agreement by authorized signature(s) of the necessary official(s) of each party. An executed original of this Agreement shall either be recorded with the Clark County Auditor or posted on each party's web site as required by Section 39.34.040 RCW. Upon execution by the Parties and compliance with Section 39.34.040 RCW, each signed original Agreement shall constitute an enforceable Agreement that is binding upon the Parties. The Agreement shall therefore be effective upon recording with the Clark County Auditor.
- 14. DISPUTE RESOLUTION.** The Parties are committed to working cooperatively in resolving all matters related to this Agreement and achieving its intent and purpose. If a dispute should arise, then the Parties agree to meet on an informal basis and try to resolve the matter. If the Parties are unable to resolve their dispute on an informal basis, then the Parties shall be free to pursue any remedies to which they are entitled, including formal litigation of any kind.
- 15. ATTORNEY FEES AND COSTS.** If suit or action is brought either directly or indirectly to enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceedings, as well as the prevailing party's costs and disbursements, whether in trial, appellate or bankruptcy courts.
- 16. GOVERNING LAW AND VENUE.** This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Any action to enforce the provisions of this Agreement shall be brought in the court(s) of competent jurisdiction of Clark County, Washington.

17. **ENTIRE AGREEMENT.** The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings or other agreements not incorporated herein are excluded.
18. **WAIVER.** The waiver of any default, term or condition of this Agreement shall not be deemed to be a waiver of any other or subsequent default, term or condition. Waiver or breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Town and the District, which shall be attached to the original Agreement.
19. **AMENDMENTS.** This Agreement may be amended only by an instrument in writing that is formally approved and executed by the Parties.
20. **ASSIGNMENT.** No party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
21. **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid or unenforceable, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid or unenforceable term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
22. **NONDISCRIMINATION.** There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.
- The District and any independent contractor paid by funds which are the subject of this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended.
23. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed by the Parties.
24. **NO RIGHTS CONVEYED TO OTHER PARTIES.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and conveys no right to any other party.
25. **ADDITIONAL DOCUMENTS.** The Parties agree to cooperate fully and execute any and all supplemental documents which are reasonably necessary and to take all additional actions which are reasonably necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement.
26. **TIME OF THE ESSENCE.** Both Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

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27. **SECTION HEADINGS.** Section and subsection headings contained in this Agreement are included solely for the convenience of the reader, and are not intended to be a part of this Agreement.

IN WITNESS WHEREOF, the Town and the District have executed this Agreement on the dates indicated below.

“Town”

The Town of Yacolt, a Washington municipal corporation:

Exhibit

Katelyn J. Listek, Mayor

Date

Attest:

Exhibit

Stephanie Fields, Town Clerk

Date

Approved as to form only:

Exhibit

David W. Ridenour, Town Attorney

Date

“District”

Battle Ground School District No. 119, a Washington municipal corporation:

Exhibit

Denny Waters, Superintendent

Date

Exhibit

Jackie Maddox, President, Board of Directors

Date

Approved as to form only:

Exhibit

LeAnne M. Bremer, District Attorney

Date



Town of Yacolt Agenda Request

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Clerk Fields

Group Name:

Address: 202 W. Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Records Review Update

Proposed Meeting Date: April 10, 2023

Action Requested of Council: none

Proposed Motion: none

Summary/ Background: Review of records for decisions on retention, archiving, or destruction has been ongoing since late July of 2022. Clerk Fields will give an update on the status of the project.

Staff Contact(s): Stephanie Fields, Town Clerk/Treasurer
clerk@townofyacolt.com
(360) 686-3922



Town of Yacolt Agenda Request

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Public Works Director Terry Gardner

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 553-0013

Email Address: pwd@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Paint Striper Procurement Update: New Options

Proposed Meeting Date: April 10, 2023

Action Requested of Council: Hear what Public Works Director Gardner has to say regarding his inquiries regarding Paint Striping Machines; decide if you'd still like to have the Town purchase the big style they were looking at, a smaller self-propelled walk-behind model, or none at all.

Proposed Motion: TBD

Summary/ Background: Over the past couple of months, Yacolt's Public Works Staff has presented Council with prices on and features of Street Striping Machines. At the March 13th Council meeting, Council asked to have a Call for Bids drafted and presented at this meeting. They also asked Public Works Director Gardner to do a little more research to find out if we could rent a machine or possibly have another local jurisdiction do the striping on our main roads for us. Council also asked Gardner to find out how satisfied other jurisdictions were with the stripers they have/use. What he found out caused him to conclude that purchase of a striping machine may not be in the Town's best interest after all. He will present his findings at tonight's meeting.

Staff Contact(s): PWD Terry Gardner
pwd@townofyacolt.com
(360) 553-0013



Town of Yacolt Agenda Request

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Clerk Fields

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Code Enforcement Update

Proposed Meeting Date: April 10, 2023

Action Requested of Council: After being updated on the Code Enforcement issue at 408 E Yacolt Rd., decide if you would like to give the Mayor the authority to enter into a contract for a Voluntary Abatement Plan with the property owner (Cynthia Clark).

Proposed Motion: "I move that if Cynthia Clark is willing to enter into a Voluntary Abatement Plan to correct her code violations, the Mayor has the authority to sign it."

Summary/ Background: At the February 13th Council meeting, resident Cynthia Clark, of 408 E. Jones Street, faced Council with the fact that she has a horse in her backyard and an RV in her front yard hooked up to power, water, and septic so a "tenant" can use it. She was recently told that these conditions are in violation of Yacolt Municipal Code. So she vowed to remedy the situation by the 1st of March.

On February 22, Ms. Clark came into Town Hall and told the Clerk that she had moved the horse out of Town and unhooked and moved the RV.

At the March 13th Council meeting, at least 2 Council members stated that they believe the RV has not been moved, and it appears to remain connected to power, water, and the septic tank. They then instructed the Clerk to draft and send a Code Violation Notice to Ms. Clark regarding the RV.

The Clerk has sent a letter to Ms. Clark and is waiting for a response regarding Voluntary Abatement.

Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com

(360) 686-3922



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Chicken Coop Approval Request

Proposed Meeting Date: April 10, 2023

Action Requested of Council: Consider the request for the Virays to keep chickens in their backyard; vote on approval or denial of the request.

Proposed Motion: "I move that the Virays' request to keep chickens in their backyard be (approved / denied) per their compliance with Yacolt Municipal Code."

Summary/ Background: Yacolt Municipal Code, Chapter 6.10 allows for the keeping of up to 8 hens, with written permission from the Town Council. The chickens are required to be confined in an area not less than 50 feet away from any neighboring dwelling, and they must be provided with adequate shelter. The Virays' plan is attached, along with photos of the shed they are converting into a coop and distance measurements to the neighboring homes.

Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com

Mayor Katelyn Listek

mayorlistek@townofyacolt.com

(360) 686-3922

April 3, 2023

YACOLT TOWN COUNCIL

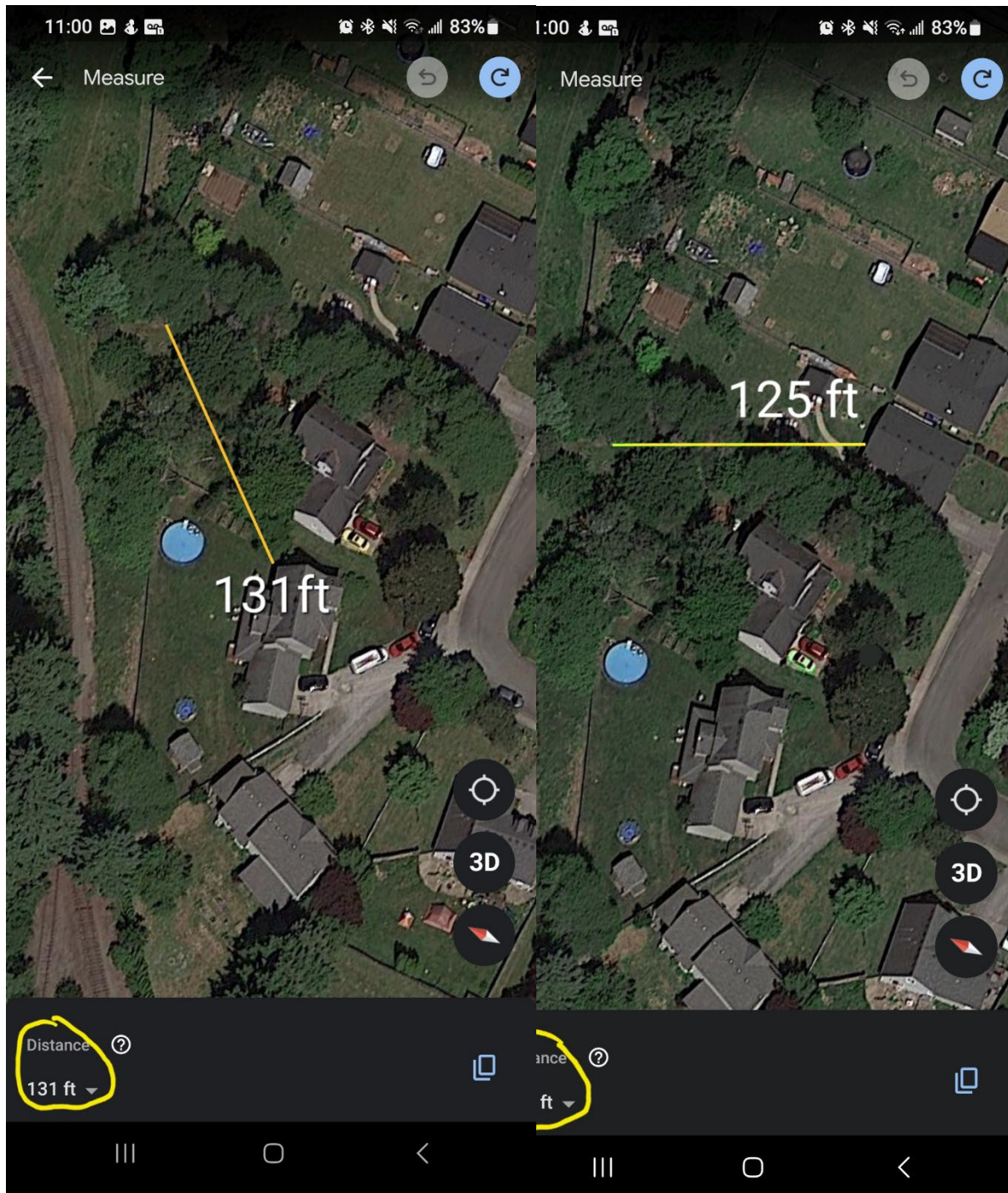
CHICKEN COOP APPROVAL

We are currently looking for approval for our chicken coop that is nearly finished. It used to be an old shed that was not being used. I stripped it down to the frame and rebuilt with new material. The chicken run that is attached will be 16'× 8' and will be predator proof. I have included satellite images with measurements to ensure the coop is more than 50 feet from any neighbors dwelling as well as images of the coop. We plan to have six chickens in total and only hens. Thank you for your time

SINCERELY,

NICK VIRAY







Town of Yacolt

Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Clerk Fields

Group Name:

Address: 202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Request for Qualifications for Engineering Services for 2023-2024

Proposed Meeting Date: April 10, 2023

Action Requested of Council: Review the submitted packet and decide which Engineering firm you'd like to use for the remainder of this year and next year

Proposed Motion: "I move that the Town continue using Jackson Civil Engineering as its Town Engineering firm for the remainder of 2023 and for 2024."

Summary/ Background: The Town is required by Washington State Law to advertise a Request for Qualifications for Engineering Services periodically. The Town published an ad in its official newspaper, the Reflector, on March 8th, 2023. Submittals were required to be turned in to the Town Clerk by March 23rd. As of that date several firms inquired, but only one firm turned in a response: Jackson Civil Engineering, whom the Town currently uses. Their submittal is attached.

Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com

(360) 686-3922

Mayor Katelyn Listek

mayorlistek@townofyacolt.com

JACKSONCIVIL

STATEMENT OF QUALIFICATIONS

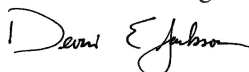


March 21, 2023
Town of Yacolt
Attention: Mayor and Council
PO Box 160
Yacolt, Washington 98675

Dear Mayor and Council,

- Jackson Civil Engineering, LLC (JCE) appreciates your consideration for the opportunity to work with the town and its staff to provide On-call services as the Town Engineer. JCE understands the town faces key challenges including the sourcing of funding to allow the town to undertake projects that address infrastructure needs, the development of a feasible sewer system and associated capital facilities plan to lift a pre-existing moratorium on expansion, technical oversight of new development, and the need for a high level of energy to build the momentum to establish a proactive approach to the maintenance and replacement of Town infrastructure.
- Devin Jackson has worked with town staff to actively seek project funding and improve town infrastructure. To date Devin has worked closely with town staff to fund, design, and construct a chip seal and the complete rebuild of the intersection of Yacolt Ave and Amboy Rd. Devin has a track record of actively seeking opportunities for clients including the Town of Yacolt. Furthermore, the projects designed and constructed with these funds have been delivered on time and under budget, positioning the town to be competitive for additional funding in the future. JCE shall continue to actively seek out funding and improvement opportunities for the town.
- Devin Jackson has worked with the town to review land use applications and ensure responsible development took place inside town limits. In 2016 Devin worked with city staff to review land use applications, construction drawings, and the construction of development inside town limits. The coordination between town staff, the town attorney, the town building inspector, and Devin ensured that the development was equitable for the developer and met the town's responsibilities to ensure development meets its code and engineering standards.
- JCE has the availability and resources to ensure both the anticipated and unforeseen needs of the town are met. JCE is aware of current and upcoming projects in Yacolt. This knowledge as well as extensive experience and a willingness to commit the necessary time and resources needed to meet these goals allow JCE to make a commitment to the town that it will provide the highest level of service to accommodate anticipated needs while leaving bandwidth to provide for the unforeseen.
- Jackson Civil Engineering is a member of the Municipal Resource Service Center, is currently on the town's small works roster, and has the ability and resources to commence work immediately as the town engineer and to provide a seamless transition by continuing already established working relationships with town staff at all levels and utilizing its pre-existing knowledge of current and upcoming needs, projects, and goals.

Sincerely,
Jackson Civil Engineering, LLC



Devin Jackson, P.E.
Principal



FIRM DESCRIPTION

FIRM DESCRIPTION

Professional Engineering LLC Washington License Number: 3757

Jackson Civil Engineering LLC (JCE) is a multidisciplinary firm with expertise in the design and construction administration of transportation, water, and sewer capital projects as well as scoping, estimating, and grant writing. JCE currently serves as on call engineer for small cities throughout Washington including North Bonneville, Yacolt, and Napavine.

JCE emphasizes communication with project stakeholders including the public, city staff, city officials, outside agencies, and consultants. Team members have in depth experience presenting in public forums, assisting agency staff in communicating controversial aspects of capital projects to the public, coordinating team members, and the dissemination of information to overcome challenges as they arise during all phases of a project.

JCE has a wealth of experience designing, administering, and inspecting roadway projects that utilize both federal funds and/or state funds. In the last year JCE has worked on over eight projects in seven cities across Washington. The projects included sidewalk improvements, pavement repairs, full depth reclamation, sewer main extension, and complete roadway rebuilds. To date all projects have been delivered on-time and on-budget.

JCE has relationships with various firms, municipalities, and governmental agencies and our relationships ensure the absolute best product to our clients. Devin Jackson, Principal, has ten years' experience in public works and has worked to scope, design, and administer projects in Washington and Oregon.

References

Bryan Morris

City of Napavine Public Works Director
360-880-6137

Paul Hampton

City of Forks Public Works Director
360-640-1535

Bryan Henrichsen

City of North Bonneville Public Works Director
541-490-2370



PRINCIPAL IN CHARGE

Devin Jackson, PE

Devin Jackson will serve as Principal-in-charge and project manager. His established relationships and 10+ years of experience in the field as a designer, inspector, project manager, and principal will be utilized to guarantee accurate and timely project delivery.

As a civil engineer licensed in Oregon and Washington, Devin has a passion for creating positive impacts in communities by developing infrastructure projects to foster economic growth and improve the quality of life for residents.

He considers among his greatest accomplishments writing grants, designing, and administering projects for several municipalities including North Bonneville, Stevenson, Yacolt, Toledo, Forks, Westport, Napavine, Vader, and Mossyrock. Municipalities have requested these services due to funding increasing in scarcity year after year and applications that have historically gone unanswered.

Education

BS, Civil Engineering

Washington State University

Licenses

Washington Professional Engineer, #49478

Oregon Professional Engineer, #90913PE

Project Experience

- Town of Yacolt - 2017 Town On Call Engineer (Federal/State Funded Projects)
- Town of Yacolt - Emergency Pavement Repair (State Funded)
- Town of Yacolt - Yacolt Ave Intersection Reconstruction (State Funded)
- Town of Yacolt Grant Writing - 2018 Hoag Sidewalk CDBG (Federally Funded)
- City of North Bonneville - 2017/2018 City On Call Engineer
- City of Napavine - 2018 On Call Transportation Engineer



KEY RESOURCES

JCE Personnel

Matthew Hart (Engineering Technician)

Matthew Hart is an Engineering Technician for Jackson Civil Engineering bringing experience in industry standard programs, such as AutoCAD, and Civil3D to the team. Matthew works to provide efficient and accurate drafting, modeling, design services, and field investigation. He'll be utilizing these skills to help ensure Jackson Civil delivers an accurate work project in a timely manner from design through construction..

Education
BS, Mechanical Engineering Central
Washington University
Licenses
Projects
2023 Rush Road Reconstruction

Yu-An Chen (Civil Engineer)

Yu-An Chen, Ph.D. PE, has previously worked at Iowa State University, Applied Research Associates, and Florida Department of Transportation prior to joining Jackson Civil. With over 7years of research and field experience in pavement/roadway design, he is skilled in construction material properties testing and inspection, machine learning systems, non-destructive testing (NDT) techniques, quality control as well as the development of test strategies and prediction models. More recently he has obtained experience designing stormwater projects, including detention and treatment facilities as well as conveyance. He's familiar with AutoCAD, Civil3D, WWHM2012, and HydroCAD. As a professional engineer his duties will include drafting, design assistance, development of special provisions, assistance estimating, and construction inspection and administration. .

Education
BS, Civil Engineering
National Chi Nan University, Taiwan
MS, Civil Engineering
National Central University, Taiwan
Ph.D., Civil Engineering
Iowa State University, Iowa
Licenses
Oregon Professional Engineer #100483PE
Projects
Napavine 4th Ave Reconstruction, Forks
Spartan Sidewalk, Yacolt Chip Seal



RELEVANT PROJECTS

Town of Yacolt On-call Town Engineer

Devin Jackson has served as the Yacolt Town Engineer since February of 2016. This relationship started with grant writing where Devin was brought in to seek funding for an intersection rebuild project the city had been unable to finance for several years. Working with staff the grant scope and estimate were revised, submitted, and ultimately funded for the original

project plus additional chip sealing work in the project vicinity. Since then JCE has successfully designed and administered multiple TIB funded transportation projects. Devin has also actively worked with the Town to source federal funding for street improvements.

Town of Yacolt Emergency Pavement Repairs

JCE worked with the Town of Yacolt to scope and administer emergency pavement repairs and railroad crossing repairs throughout the town. The repairs addressed failing pavement sections due to age. The construction portion was funded by an

outside grant agency with a short deadline for completion. Due to these constraints, coordination was of the utmost importance between JCE, town staff, the railroad, and the grant agency. The project was successfully designed and constructed in 3 months.

City of North Bonneville On-call City Engineer

JCE currently serves as the City of North Bonneville's On-call City Engineer. As part of this role JCE has worked closely with staff to design and administer large and small scale capital improvement projects. Projects include a full depth reclamation

of Evergreen and Cascade Drives for just over one mile and a deep gravity sewer main extension. Both projects were completed on time and on budget.

City of Napavine On-call Transportation Engineer

JCE currently serves as the City of Napavine's On-call Transportation Engineer. JCE is working with staff to design and administer a large scale roadway reconstruction project. Grant writing services are provided as needed and have been

utilized to date for various multimodal transportation projects. Additionally Devin Jackson has provided guidance to city staff and council regarding adopted resolutions, municipal code revisions, and land use processes.

Grant Writing

Devin Jackson and JCE have extensive experience writing grants for small cities in Washington including the Town of Yacolt, City of North Bonneville, City of Stevenson, City of Vader, City of Mossyrock, City of Napavine, City of Long Beach, City of Westport, and the City of Forks all in the last three years. Devin Jackson wrote grants for several agencies including Yacolt in 2015 with a 100% success rate and continued that success with

100% of agencies for which he wrote grants receiving funding in 2016. In 2017 and 2018 JCE wrote several successful state funded and federally funded grants including a CDBG grant for the Town of Yacolt. JCE is capable of autonomously scoping and writing project applications based on criteria provided by the agency or working hand in hand with staff to deliver successful applications while minimizing cost.



FAMILIARITY WITH YACOLT

Familiarity with Facilities, Personnel, and Operations

JCE has established relationships with town personnel, has familiarity with the town’s infrastructure, and has voluntarily attended meetings to stay apprised of town business.

- **Katie Listek – Devin has worked with Katie, Mayor of Yacolt, while reviewing land use applications and responding to questions.**
- **Terry Gardner– Devin has worked in the field with Terry Gardner, the town’s public works director, while responding to town questions and addressing issues with infrastructure as they arise.**
- **John Parker- Devin has worked with John to resolve various infrastructure issues in the field. Additionally Devin has volunteered during the**

JCE has reviewed the Yacolt stormwater plan and has extensive experience working with the adopted Puget Sound Manual. Devin has spent time with staff reviewing the existing stormwater system throughout the town as well as the natural flow patterns of water. Understanding the history of the stormwater system and the natural flow paths allows JCE to utilize best practices that perform as expected and save costs. Over the last two and a half years Devin has worked with staff and the city attorney to review the existing land use ordinances

- town’s annual spring clean up helping to perform trash pick ups as well as clean the parks.
- **David Ridenour – Devin has worked with the town’s attorney to review old ordinances, review applications, and answer staff questions in regards to responsible development.**
- **Stephanie Fields– Devin has begun to work with Stephanie the Town's Clerk/Treasurer to help administer capital improvement projects as well as community development.**

and update to a codified system. JCE has ‘lessons learned’ experience that helps streamline the land use process providing improved development for the town and its citizens as well as a cost effective process for the developer. JCE is very familiar with the town’s flood plains and the history behind the development of the town’s FIRM map. Devin has personally helped citizens with the development of elevation certificates and worked with staff to review potential impacts to future development in the community.

Ability to Undertake Anticipated Work

Based on experience serving as an On-call civil engineer and working with the Town of Yacolt staff Devin is in a unique position to best understand the needs of the town. Devin is aware of and prepared to take on the following:

- **2020 Chip Seal**
- **Land Use Applications**
- **Process Updates**



JACKENG-01

SSIPOWICZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davidson & Associates Insurance Inc 11112 NE 51st Circle Vancouver, WA 98682	CONTACT NAME: Tiffany Scott (Bruley Maiden Name) PHONE (A/C, No, Ext): (360) 514-9550 FAX (A/C, No): E-MAIL ADDRESS: tiffany@davidsoninsurance.com														
INSURED Jackson Engineering PO Box 1748 Battle Ground, WA 98604	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Ohio Security Insurance Co</td><td>24082</td></tr><tr><td>INSURER B : Hanover Insurance Group- USE</td><td>10212</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Co	24082	INSURER B : Hanover Insurance Group- USE	10212	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BZS57754538	1/9/2023	1/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP/EL \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZS57754538	1/9/2023	1/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			LH2-D138648-04	2/20/2022	2/20/2023	Per Claim/ Aggregate 1,000,000
B				LH2-D138648-04	2/20/2022	2/20/2023	Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF INSURANCE

All covered operations of the named insured subject to policy conditions, limitations and exclusions.

CERTIFICATE HOLDER

CANCELLATION

TO WHOM IT MAY CONCERN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Clerk Fields

Group Name:

Address: 202 W. Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Res. #611 Natural Hazard Mitigation Plan

Proposed Meeting Date: April 10, 2023

Action Requested of Council: Review the proposed Resolution with Yacolt's specific portion of the Natural Hazard Mitigation Plan (NMHP) which was worked on by people from many jurisdictions within Clark County; Decide if you feel that the Town should continue forward with the updated NMHP

Proposed Motion: "I move that the Town adopt Resolution 611, adopting the updated Clark Regional Natural Hazard Mitigation Plan."

Summary/ Background: Since early 2022, the Town Clerk has been working alongside CRESA and members of many different municipalities and other jurisdictions (school districts, utility districts, etc.) within Clark County, to update the current Natural Hazard Mitigation Plan. The Plan addresses such events as earthquakes, wildfires, severe weather, flooding, and so on. The group working on the plan considered a wide variety of things like availability of fuel, power, shelters, first aid, etc., with the goal of reducing negative impacts from natural hazards. The full updated Plan is over 300 pages long, and the Partner Annex is over 200. Participation in the Plan not only ensures cooperative help across jurisdictions, but also allows for eligibility for more help from FEMA due to our having a local Plan in place. Final FEMA approval is expected very soon, but local jurisdictions are urged to adopt the Plan by April 19th.

Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com

(360) 686-3922

Mayor Katelyn Listek

mayorlistek@townofyacolt.com

RESOLUTION #611

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE ADOPTION OF THE UPDATED CLARK REGIONAL NATURAL HAZARD MITIGATION PLAN

WHEREAS, all of Clark County has exposure to natural hazards that increase the risk to life, property, environment, and the County's economy;

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long term risk to life and property;

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs;

WHEREAS, a coalition of Clark County, cities, towns and special purpose districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Clark County regional planning area;

WHEREAS, the coalition has completed a planning process that engaged the public, assessed the risk and vulnerability to the impacts of natural hazards, developed a mitigation strategy consistent with a set of uniform goals and objectives, and created a plan for implementing, evaluating, and revising this strategy; and,

WHEREAS, the Town Council of the Town of Yacolt is in regular session this 10th day of April, 2023, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yacolt, Washington, as follows:

Section 1. Adoption of Plan elements:

Section 1.1. The Town Council hereby adopts the "Clark Regional Natural Hazard Mitigation Plan Volume 1 - Planning Area-Wide Elements", prepared by the Clark Regional Emergency Services Agency, dated March 31, 2023, and consisting of 315 pages.

Section 1.2. The Town Council hereby adopts the Introduction, Appendices, and Tables of the "Clark Regional Natural Hazard Mitigation Plan Volume 2 - Planning Partner Annexes", prepared by the Clark Regional Emergency Services Agency, dated March 31, 2023, and consisting of 220 pages.

Section 1.3. The Town Council hereby adopts Chapter 6 of the "Clark Regional Natural Hazard Mitigation Plan Volume 2 - Planning Partner Annexes", prepared by the Clark Regional Emergency Services Agency, dated March 31, 2023, said Chapter 6 consisting of eleven (11) pages which are attached hereto and incorporated herein as Exhibit 'A'.

Section 2. The Town of Yacolt will use the adopted and approved portions of the NHMP to guide pre- and post-disaster mitigation of the hazards identified.

Section 3. The Town of Yacolt will coordinate the strategies identified in the NHMP with other planning programs and mechanisms under its jurisdictional authority.

Section 4. The Town of Yacolt will continue its support of the Hazard Mitigation Working Group and continue to participate in the Planning Partnership as described by the NHMP.

Section 5. The Town of Yacolt will help to promote and support the mitigation successes of all NHMP Planning Partners.

Section 6. The Town Council hereby authorizes the Town Clerk of the Town of Yacolt to make any required FEMA revisions to the Clark Regional Natural Hazard Mitigation Plan required by FEMA for final approval.

Section 7. A copy of the documents described in Section 1 above shall be maintained on file in the Office of the Town Clerk and available for public inspection upon request.

Section 8. Repeal of Obsolete Resolutions:

Section 8.1. Resolution #549, adopted December 19, 2016, entitled “A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, TOWN COUNCIL AUTHORIZING THE ADOPTION OF THE CLARK REGIONAL NATURAL HAZARD MITIGATION PLAN” is hereby repealed.

Section 8.2. Resolution #570, adopted August 6, 2018, entitled “A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, TOWN COUNCIL AUTHORIZING THE ADOPTION OF THE CLARK REGIONAL NATURAL HAZARD MITIGATION PLAN” is hereby repealed.

Section 9. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, the remaining portion of this Resolution shall remain in full force and effect.

Section 10. Effective Date. This Resolution shall take effect immediately upon adoption. If published, the Town Clerk may use the following summary:

Town of Yacolt - Summary of Resolution #611

The Town Council of the Town of Yacolt adopted Resolution #611 at its regularly scheduled Town Council meeting held on April 10, 2023. The content of the Resolution is summarized in its title as follows: “A Resolution of the Town Council of the Town of Yacolt, Washington, Authorizing the Adoption of the Updated Clark Regional Natural Hazard Mitigation Plan”. The effective date of the Resolution is April 10, 2023.

A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 19th day of April, 2023.
Stephanie Fields, Town Clerk

RESOLVED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 10th day of April, 2023.

TOWN OF YACOLT

Katelyn J. Listek, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #611 of the Town of Yacolt, Washington, entitled "A Resolution of the Town Council of the Town of Yacolt, Washington, Authorizing the Adoption of the Updated Clark Regional Natural Hazard Mitigation Plan", as approved according to law by the Town Council on the date therein mentioned.

Attest:

Stephanie Fields, Town Clerk

Published: _____
Effective Date: April 10, 2023
Resolution Number: 611

EXHIBIT 'A' to Resolution #611

6. TOWN OF YACOLT

6.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Stephanie Fields, Clerk/Treasurer
PO Box 160
Yacolt, WA. 98675
360.686.3922
e-mail:
clerk@townofyacolt.com

Alternate Point of Contact

Katelyn Listk, Mayor
PO Box 160
Yacolt, WA. 98675
360.686.3922
e-mail: mayorlistek@townofyacolt.com

6.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- Date of Incorporation—1908
- Current Population—1,686 as of 2020 according to the US Decennial Census estimates.
- Population Growth—Between 2010 and 2020 there has been a 6.5% population increase according to the U.S. Census.
- Location and Description—The small town of Yacolt is nestled in the foothills of the Cascade Mountains in the shadow of Mt. St. Helens. It is on the Scenic Route in North Clark County. Yacolt boasts country living with easy access to the luxuries of the city. Both Vancouver and Portland, Oregon are just a short drive away. Yacolt schools are in the Battle Ground School District and it is home to North Clark Little League. The local library is Fort Vancouver Regional Library. Yacolt is located in the 18th Legislative District in Clark County.
- Brief History—Yacolt was originally named Garner, named for the family who homesteaded 160 acres in 1887. The post office was officially established in 1895 with two locations, one named Garner and the other named Yacolt. Over time, the Yacolt name won out. Yacolt translates to “valley of the demons” or “haunted place.” It was named for a Native American legend about several children camping in Yacolt, many years ago, who wandered away from camp never to be seen again. It was believed that evil spirits had taken them. In September 1902, Yacolt experienced the largest fire in the state history. The fire is now infamously known as the Yacolt Burn. At the time of the fires, the town consisted of 15 buildings and was almost completely destroyed by the fire. The fire’s origin is still unknown; however, there was speculation that it was an accident resulting from local loggers working. The fire burned over 370 square miles and resulted in 38 fatalities. Despite this massive disaster, Yacolt was officially incorporated on July 31, 1908. In 2008, the town celebrated its 100th anniversary.
- Climate—Seasonal weather includes temperatures in the summer of over 80 and lows of 51, winter ranges from high 47 to lows of 23. The average rain fall in summer is 1.6 inches, and 6.4 inches in the winter.

- **Governing Body Format**—Mayor-Council Forum is made up of 5 Council Members who are elected and assumes responsibility for the adoption of this plan; the Mayor and Administration will oversee its implementation. The council members are responsible for budget creation and general governance of the Town. The Mayor is responsible for overseeing the budget expenditures and administration.
- **Development Trends**—The Town of Yacolt continues to research the development of a sewer system, there is very little development opportunities due to the lack of such a system. A small housing development is planned for 2023.. Future plans include some beautification centrally to help entice potential business and industry to the area.

6.3 CAPABILITY ASSESSMENT

An assessment of legal and regulatory capabilities is presented in Table 6-1. An assessment of fiscal capabilities is presented in Table 6-2. An assessment of administrative and technical capabilities is presented in Table 6-3. Information on National Flood Insurance Program (NFIP) compliance is presented in Table 6-4. Classifications under various community mitigation programs are presented in Table 6-5. An assessment of education and outreach capabilities is presented in Table 6-6.

Table 6-1. Legal and Regulatory Capability

	Local Authority	Other Jurisdiction Authority	State Mandated
Building Code Comment: Yacolt adopted revised international building codes 2012 edition by Ordinance #527- #530 in February 2015.	Yes	No	Yes
Zoning Code Comment: Current Zoning is regulated by Ordinance 371 which was adopted on February 3, 1997 There have been several amendments to this ordinance and it is projected to be re-written in 2017.	Yes	No	Yes
Subdivisions Comment: Zoning Ordinance # 371 and International Revised Building Codes as adopted by Ordinance # 527 regulate subdivisions	Yes	No	Yes
Stormwater Management Comment: Stormwater Protection Management Plan was adopted in June of 1999 by Ordinance # 385	Yes	No	Yes
Post-Disaster Recovery Comment: N/A	No	No	No
Real Estate Disclosure Comment: N/A	No	No	No
Growth Management Comment: Yacolt adopted the Growth Management Plan on August 19, 2013 by Resolution # 497	Yes	Yes	Yes
Site Plan Review Comment All Site Plan reviews are completed by the Town of Yacolt building inspector and engineer of record at the time of submittal and regulated by Ordinance # 371 adopted in 1997 and the revised building codes 2012 edition as adopted by Ordinance \# 527	Yes	No	No
Environmental Protection Comment: Ordinance # 440 was adopted for the protection of public health, safety, welfare, resource land and critical land areas, on April 17, 2006	Yes	No	Yes
Flood Damage Prevention Comment: Ordinance # 502 was adopted on August 6, 2012 establishing Region X flood plain damage prevention	Yes	No	Yes
Emergency Management	Yes	Yes	Yes

	Local Authority	Other Jurisdiction Authority	State Mandated
Comment: The Town of Yacolt currently has Interlocal agreements or MOU's for emergency services with the following local jurisdictions Clark County Fire District 13, Cowlitz Fire and Rescue, Clark County Sheriff's Office, CRESA, GETS, GEM, M RSC and Southwest Regional Transportation.			
Climate Change	No	No	No
Comment: N/A			
Other	N/A	N/A	N/A
Comment: N/A			
General or Comprehensive Plan	Yes	No	Yes
Is the plan equipped to provide linkage to this mitigation plan?			
Comment: Sections 2,3 and 5 of Yacolt Comprehensive Plan			
Capital Improvement Plan	Yes	No	Yes
Yacolt's Capital Improvement plan addresses the following Capital Facilities: Stormwater, Streets, Utilities, Parks/Open spaces, Schools, Law Enforcement, and Electrical to name a few. This plan was updated and adopted in 2013 and will be updated again in 2023.			
How often is the plan updated? Every 7-10 years			
Comment:			
Floodplain or Watershed Plan	No	No	No
Comment: N/A			
Stormwater Plan	Yes	No	No
Comment: Ordinance # 385 Stormwater Facility Maintenance			
Habitat Conservation Plan	No	No	No
Comment: N/A			
Economic Development Plan	No	No	Yes – dependent on funding
Comment: N/A			
Shoreline Management Plan	No	No	No
Comment: N/A			
Community Wildfire Protection Plan	No	No	No
Comment: N/A			
Forest Management Plan	No	No	No
Comment: N/A			
Climate Action Plan	No	No	No
Comment N/A			
Other	N/A	N/A	N/A
Comment: N/A			
Comprehensive Emergency Management Plan	No	Yes	Yes
Comment: Yacolt adopted Resolution # 316 a Model for Regional Emergency Management Work plan and Intergovernmental Agreement for Regional Emergency Management in 1997. That plan is currently under review and is being updated for adoption by the end of 2016.			
Threat & Hazard Identification & Risk Assessment	Yes	No	No

	Local Authority	Other Jurisdiction Authority	State Mandated
Comment: Yacolt adopted Resolution # 510 in 2014 to be insured by Association of WA. Cities Risk Management Service Agency.			
Post-Disaster Recovery Plan Comment: N/A	No	No	No
Continuity of Operations Plan Comment: N/A	No	No	No
Public Health Plan Comment: N/A	No	No	No

Table 6-2. Fiscal Capability

Financial Resources	Accessible or Eligible to Use?
General Operating Funds	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	No
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	Unknown
State-Sponsored Grant Programs (TIB and Dept of Ecology)	Yes
Development Impact Fees for Homebuyers or Developers - Park Impact Fee, Transportation Impact Fee, Stormwater fee	Yes
Other	No

Table 6-3. Administrative and Technical Capability

Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Contract Support
Engineers or professionals trained in building or infrastructure construction practices	Yes	Contract Support
Planners or engineers with an understanding of natural hazards	Yes	Contract Support
Staff with training in benefit/cost analysis	Yes	Contract Support
Surveyors	Yes	Contract Support
Staff capable of making substantial damage estimates	No	
Personnel skilled or trained in GIS applications	No	
Scientist familiar with natural hazards in local area	No	
Emergency manager	Yes	All Departments
Grant writers	Yes	Administration

Table 6-4. National Flood Insurance Program Compliance

Criteria	Response
When did the community enter the NFIP?	1995

Criteria	Response
When did the Flood Insurance Rate maps become effective?	8/16/2012
What local department is responsible for floodplain management?	Public Works Director
Who is your floodplain administrator? (department/position)	Public Works Director
Is this a primary or auxiliary role?	Auxiliary
Are any certified floodplain managers on staff in your jurisdiction?	No
What is the date of adoption of your flood damage prevention ordinance?	8/10/2012
Does your floodplain management program meet or exceed minimum requirements?	Exceed
If so, in what ways?	Region X 100 year flood plain Maps base flood elevations even though our designation does not require
When was the most recent Community Assistance Visit or Community Assistance Contact?	Unknown
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed?	No
If so, please state what they are.	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction?	Yes
If no, please state why.	
Does your floodplain management staff need any assistance or training to support its floodplain management program?	Yes
If so, what type of assistance/training is needed?	Subdivision Training
Does your jurisdiction participate in the Community Rating System (CRS)?	No
If so, is your jurisdiction seeking to improve its CRS Classification?	No
If not, is your jurisdiction interested in joining the CRS program?	No
How many Flood Insurance policies are in force in your jurisdiction? ^a	4
What is the insurance in force? ^a	\$683,200
What is the premium in force? ^a	\$7,719
How many total loss claims have been filed in your jurisdiction? ^a	0
How many claims were closed without payment/are still open? ^a	0
What were the total payments for losses? ^a	\$0

a. According to FEMA records as of 11/30/2015

Table 6-5. Community Classifications

	Participating?	Classification	Date Classified
Community Rating System	No	N/A	Date
Building Code Effectiveness Grading Schedule	No	N/A	Date
Public Protection	No	N/A	Date
Storm Ready	No	N/A	Date
Fire wise	No	N/A	Date

Table 6-6. Education and Outreach

Criteria	Response
Do you have a Public Information Officer or Communications Office?	Yes, Mayor and Clerk
Do you have personnel skilled or trained in website development?	Yes, Mayor
Do you have hazard mitigation information available on your website?	No
If yes, please briefly describe.	

Criteria	Response
Do you utilize social media for hazard mitigation education and outreach?	No
If yes, please briefly describe.	
Do you have any citizen boards or commissions that address issues related to hazard mitigation?	No
If yes, please briefly specify.	
Do you have any other programs already in place that could be used to communicate hazard-related information?	No
If yes, please briefly describe.	
Do you have any established warning systems for hazard events?	No
If yes, please briefly describe.	

6.4 INTEGRATION WITH OTHER PLANNING INITIATIVES

The following describe the jurisdiction's process for integrating the hazard mitigation plan into local planning mechanisms.

6.4.1 Existing Integration

The following plans and programs currently integrate the goals, risk assessment and/or recommendations of the hazard mitigation plan:

- Ordinance 440 Critical Area , it provides setbacks for structures from flood plains
- We have adopted all of the international building codes of Washington including geographical hazards and seismic activity.

6.4.2 Opportunities for Future Integration

The following plans and programs do not currently integrate the goals, risk assessment and/or recommendations of the hazard mitigation plan, but provide an opportunity for future integration:

- Comprehensive Plan—Add future capital facilities funding for wildfire and include by reference.
- Zoning Ordinance 371 updated to be inclusive of all future emergency plans
- Ordinance #443 Emergency Management Plan, in order to be prepared for emergency
- Capital Improvement Plan – Review and add future improvements to support all areas of hazard plan.

6.5 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 6-7 lists all past occurrences of natural hazards within the jurisdiction.

Table 6-7. Natural Hazard Events			
Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Severe Storm	N/A	4/21/2016	unknown
Severe Storm	1825	12/12/2008	unknown
Severe Storm	1682	12/14/2006	unknown
Severe Storm	1671	12/02/2006	unknown
Severe Storm	N/A	6/27/2001	unknown
Earthquake	1361	2/28/2001	unknown

Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Severe Storm	1159	12/26/1996	unknown
Severe Storm	1079	11/7/1996	unknown
Flood	1100	1/26/1996	unknown
Flood	N/A	8/22/1989	unknown
Volcano	623	5/18/1980	unknown
Flood	545	12/10/1977	unknown
Flood	185	12/29/1964	unknown

6.6 JURISDICTION-SPECIFIC VULNERABILITIES

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 0
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 0
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: 0

Other noted vulnerabilities include:

- Wildfire residential and commercial lots as developed are vulnerable including necessary services : Yacolt Town Hall, North County Fire District 13, Yacolt Primary School.

6.7 HAZARD RISK RANKING

Table 6-8 presents the ranking of the hazards of concern.

Table 6-8. Hazard Risk Ranking			
Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Severe weather	48	High
2	Wildfire	36	High
3	Earthquake	32	High
4	Landslide	27	Medium
5	Flood	18	Medium
6	Drought	1	Low
6	Volcano	1	Low
7	Dam failure	0	None

6.8 STATUS OF PREVIOUS PLAN INITIATIVES

Because of the significant amount of time that has passed since the development of the original hazard mitigation plan, the status of previously identified actions are unknown. Many actions were to be implemented by other agencies and were not within the capabilities of the Town of Yacolt. The previously identified actions were reviewed as part of the plan development process to determine if any should be carried over to the 2016 hazard mitigation plan. Actions that were deemed appropriate and within the capabilities of the Town of Yacolt are included in the following tables.

Table 6-9. Status of Previous Plan Initiatives

Action Item	Completed	Carry Over to Plan Update	Removed; No Longer Feasible
Conduct pre-earthquake assessments for critical and essential facilities and develop a risk reduction strategy		X	
Comment:			
Develop a system for public awareness on a semiannual basis for emergency preparedness using meetings, social media and automation and other electronic methods.		X	
Comment:			
Collectively work with local agencies to encourage partnerships to advise the public of no burn policies as preventative measures.		X	
Comment:			
Identify and participate in opportunities for strategic relations between emergency management and social service providers		X	
Comment:			
Work collectively with local, state and federal agencies to update crucial planning and development plans for the long term by incorporating the recommendations of risk assessment in the hazard mitigation plan as part of planning and development.		X	
Comment:			
Develop a business resumption model or Continuity of Operations Plan		X	
Comment:			
Develop priority routes in and out of town ensuring access for emergency vehicles and all residents for effective response and recovery from disaster events.		X	
Comment:			
Promote development off of the floodplain, supporting the use of mapping technology and ensuring all professionals are state certified and licensed in geographical elevations		X	
Comment:			
Promote Clean Water Programs and develop storm water basin plans		X	
Comment:			
Where appropriate, support retro-fitting, relocation or acquisition from willing property owners of structures located in hazard prone areas to protect structures from future damage, with repetitive and severe repetitive loss as a priority.		X	
Comment:			
Integrate the hazard mitigation plan into other plans, programs, ordinances, codes and databases that dictate land use decisions, unified development, comprehensive planning, critical areas ordinances, stormwater etc. within the community.		X	
Comment:			
Continue to maintain good standing and compliance under the National Flood Insurance Program (NFIP). This will be accomplished through the implementation of floodplain management programs that will, at a minimum, meet the requirements of the NFIP: <ul style="list-style-type: none"> Enforcement of the flood damage prevention ordinance. Participate in floodplain identification and mapping updates. Provide public assistance/information on floodplain requirements and impacts. 		X	

6.9 Hazard Mitigation Action Plan and Evaluation of Recommended Actions

Table 6-10 lists the actions that make up the town of Yacolt hazard mitigation action plan. Table 6-11 identifies the priority for each action. Table 6-12 summarizes the mitigation actions by hazard of concern and the six mitigation types.

Table 6-10. Hazard Mitigation Action Plan Matrix 2023-2028						
Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
YA-1—Conduct pre-earthquake assessments for critical and essential facilities and develop a risk reduction strategy.						
Existing	Earthquake	4,10,12	Public Works	Medium	Staff time, general fund, HMGP and PDM for implementation	Short term
YA-2—Develop a system for public awareness on a semiannual basis for emergency preparedness using meetings, social media and automation and other electronic methods.						
New and Existing	All Hazards	1,2,3,5,6,10, 12	Town Staff, CRESA,	High	Staff time, general fund	Long term
YA-3—Collectively work with local agencies to encourage partnerships to advise the public of no burn policies as preventative measures.						
New and Existing	Wildfire	1,2,4,9,12	Fire District 13, Town Staff, Fire Marshall,	Medium	General funds, staff time	Long term
YA-4—Identify and participate in opportunities for strategic relations between emergency management and social service providers						
N/A	All hazards	2,5,6,9,10	CRESA, Red Cross	Low	Operating Budget	Short term
YA-5—Work collectively with local, state and federal agencies to update crucial planning and development plans for the long term by incorporating the recommendations of risk assessment in the hazard mitigation plan as part of planning and development.						
New and Existing	All Hazards	1,4,5,6,12	Public Works, Community Development, Clark County, Dept. of Ecology,	High	Operating Budget	Long Term
YA -6—Develop a business resumption model or Continuity of Operations Plan						
New and Existing	All Hazards	3,4,5,10	Town Staff, Local Business Owners, CRESA, Community Development	Medium	Operating Budget, Possibly UASI	Short Term
YA-7—Develop priority routes in and out of town ensuring access for emergency vehicles and all residents for effective response and recovery from disaster events.						
New and Existing	All Hazards	4,5,6,9,11,	Fire District 13, Fire Marshall, Clark County, Yacolt Public Works	High	Operating Budget, State and federal agencies, Possibly FP&S grants	Short term
YA-8—Promote development off of the floodplain, supporting the use of mapping technology and ensuring all professionals are state certified and licensed in geographical elevations						

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
New and Existing	Landslides Floods	1,5,6,7,9,10,12	Community Development, GIS, Planning and Development, Public Works	Medium	Operating Budget	
YA-9—Promote Clean Water Programs and develop storm water basin plans						
Existing	Floods	1,2,5,6,7,8,9,12	Public Works, Community Development, Planning	Medium	Operating Budget, state and federal resources, Possibly EPA Grants	Short term
YA-10—Where appropriate, support retro-fitting, relocation or acquisition from willing property owners of structures located in hazard prone areas to protect structures from future damage, with repetitive and severe repetitive loss as a priority.						
Existing	All Hazards	4, 5, 7, 9, 10	Community Development, Planning	High	HMGP, PDM, FMA, CDBG-DR	Long-term
YA-11—Integrate the hazard mitigation plan into other plans, programs, ordinances, codes and databases that dictate land use decisions, unified development, comprehensive planning, critical areas ordinances, stormwater etc. within the community.						
New and Existing	All Hazards	2, 4	Community Development, Planning, Public Works	Low	Staff Time, General Funds	On-going
YA-12—Continue to maintain good standing and compliance under the National Flood Insurance Program (NFIP). This will be accomplished through the implementation of floodplain management programs that will, at a minimum, meet the requirements of the NFIP: Enforcement of the flood damage prevention ordinance. Participate in floodplain identification and mapping updates. Provide public assistance/information on floodplain requirements and impacts.						
New and Existing	Flood	1, 4, 5, 9	Public Works	Low	Staff Time, General Funds	On-going

Table 6-11. Mitigation Strategy Priority Schedule

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority ^a	Grant Priority ^a
YA-1	3	High	Medium	Yes	No	No	Medium	High
YA-2	12	High	High	Yes	Yes	Maybe	High	High
YA-3	5	High	Medium	Yes	Yes	Yes	High	High
YA-4	5	High	Low	Yes	Yes	Yes	High	low
YA-5	5	High	High	Yes	Yes	No	Medium	High
YA-6	4	High	High	Yes	Maybe	No	Medium	High
YA-7	5	High	High	Yes	Yes	No	High	High

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority ^a	Grant Priority ^a
YA-8	7	Medium	Medium	Yes	Yes	No	Medium	High
YA-9	8	Medium	High	Yes	Maybe	Yes	High	High
YA-10	5	High	High	Yes	Yes	No	Medium	High
YA-11	2	Medium	Low	Yes	No	Yes	High	Low
YA-12	Medium	Low	Yes	No	Yes	High	Low	Medium

a. See the introduction to this volume for explanation of priorities.

Table 6-12. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Wildfire	YA-2,3,4,5,6,7,8, 11	YA-1,3,5,6,8,10	YA-2,3,4	YA-1,2,3,	YA-2,3,5,7,	YA-1,2,4,5,,8
Drought	YA-2,3,5, 11	YA-10	YA-2,3,4	YA-4,5		
Volcano	YA-1,2,4, 11	YA-4,5,10	YA-2,4	YA-5	YA-2,4,5	YA_1,5
Earthquake	YA-11	YA-10				
Severe Storm	YA-11	YA-10	YA-2,4,5,7		YA-2,4,5,7	
Flood	YA2,4,8, 11, 12	YA-10, 12	YA-2,4,5, 12		YA_2,4,577	
Dam Failure	YA-11, 12	YA-10, 12	YA-2,4,5, 12		YA-7	
Landslide	YA-2,4,5, 11	YA-5, 10	YA-2,4,5	YA-8	YA-2,4,5,7	

a. See the introduction to this volume for explanation of mitigation types.

6.10 FUTURE NEEDS TO BETTER UNDERSTAND RISK/VULNERABILITY

Yacolt needs to update its emergency plans to better address the issues of wildfires. We also need utilize state and federal funding to make necessary and vital changes to how we address the concerns of hazards



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Clerk Fields

Group Name:

Address: 202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Request for Cemetery Plot Buy-Back

Proposed Meeting Date: April 10, 2023

Action Requested of Council: Decide if you approve for the Town to purchase back 2 Plots in the Yacolt Cemetery

Proposed Motion: "I move that the Town (purchases / does not purchase) the 2 Cemetery Plots at Section 5, Lot 152, Plots #2 and #3 back for the original purchase price of \$250.00 each, upon receiving a notarized letter from the current owners of the plots and the original deeds."

Summary/ Background: The two plots in question were purchased by Elsa and Douglas Foley on June 8, 2007, for \$250.00 each. The Foleys no longer live in the area, and have asked to the Town to buy the two plots back. Yacolt Municipal Code at Ch. 2.5.110 says: **"2.50.110 Transfer/repurchase of plots.**

The resale of purchased cemetery plots back to the town is allowed at the original purchase price and must be accompanied by the originally issued deed and a notarized letter from the burial plot owner stating their intent. The resale of purchased plots to any other person(s) is not allowed and shall be void..."

Staff Contact(s): Clerk Stephanie Fields
clerk@townofyacolt.com

Mayor Katelyn Listek
mayorlistek@townofyacolt.com
(360) 686-3922

clerk

From: Elsa Foley <elsafoley72@gmail.com>
Sent: Tuesday, April 4, 2023 1:17 PM
To: clerk
Subject: Cemetery plots
Attachments: 20230404_131029.jpg; 20230404_130942.jpg; 20230404_131018.jpg

To the city of Yacolt:

We are requesting that the city of yacolt buy back our 2 empty plots at \$250.00 each total of \$500.00. We no longer live in the area. Also our church has added cemetery's so these 2 plots are no longer needed. Thank you. sincerely, Elsa and Douglas Foley

DEED

KNOW ALL MEN BY THESE PRESENTS, that the Town of Yacolt, a municipal corporation of the Fourth class, in the State of Washington, for and in consideration of \$250.00 the receipt whereof is hereby acknowledged, hath granted, bargained, sold, conveyed and confirmed unto

and his heirs for purposes of sepulture only, all that certain lot or piece of ground in the Yacolt City Cemetery situated near the Town of Yacolt, in the County of Clark and State of Washington, said lot being designated and described upon the plat of the said cemetery on file in the Town Clerk's Office, Yacolt, Washington, which said plat was filed on the 12th day of April, 1913, as the half of lot numbered Section subject, nevertheless, to all of the restrictions and reservations included in Ordinance No. 60, of the Town of Yacolt, Washington, and subject to all the restrictions, rules and regulations which are now in force or may be hereafter adopted by the Town Council of the Town of Yacolt, Washington, regarding cemeteries, burial lots therein and the manner of conducting business in and connected with the said cemetery. And the said grantee for Lot 152 Grave 2

executors, administrators, heirs and assigns doth covenant to and with the Town of Yacolt in consideration of the foregoing grant, that will not, neither will they nor any of them suffer said piece of ground to be used for any other purposes than those named above. Nor will nor they nor any of them transfer the same nor any part thereof except upon the consent of the Town Council of Yacolt, Washington; and that and those claiming under or through will be governed in the management of said by all rules and regulations imposed by the Town of Yacolt, Washington, for the proper management and conduct of said cemetery.

The foregoing restriction is intended as a condition subsequent to run with the land and as such shall be binding upon the grantee, his or her heirs and assigns.

IN WITNESS WHEREOF the Town Clerk of the Town of Yacolt, Washington, has signed these presents and caused the seal of the Town of Yacolt to be hereto affixed by virtue of the power in him or her vested by the Ordinance No. 60 of the Town of Yacolt, Washington.

Dated at Yacolt, Washington, this 8th Day of June 2007

DEED

KNOW ALL MEN BY THESE PRESENTS, that the Town of Yacolt, a municipal corporation of the Fourth class, in the State of Washington, for and in consideration of \$250.00 the receipt whereof is hereby acknowledged, hath granted, bargained, sold, conveyed and confirmed unto

and his heirs for purposes of sepulture only, all that certain lot or piece of ground in the Yacolt City Cemetery situated near the Town of Yacolt, in the County of Clark and State of Washington, said lot being designated and described upon the plat of the said cemetery on file in the Town Clerk's Office, Yacolt, Washington, which said plat was filed on the 12th day of April, 1913, as the half of lot numbered Section subject, nevertheless, to all of the restrictions and reservations included in Ordinance No. 60, of the Town of Yacolt, Washington, and subject to all the restrictions, rules and regulations which are now in force or may be hereafter adopted by the Town Council of the Town of Yacolt, Washington, regarding cemeteries, burial lots therein and the manner of conducting business in and connected with the said cemetery. And the said grantee for Lot 152 Grave 3

executors, administrators, heirs and assigns doth covenant to and with the Town of Yacolt in consideration of the foregoing grant, that will not, neither will they nor any of them suffer said piece of ground to be used for any other purposes than those named above. Nor will nor they nor any of them transfer the same nor any part thereof except upon the consent of the Town Council of Yacolt, Washington; and that and those claiming under or through will be governed in the management of said by all rules and regulations imposed by the Town of Yacolt, Washington, for the proper management and conduct of said cemetery.

The foregoing restriction is intended as a condition subsequent to run with the land and as such shall be binding upon the grantee, his or her heirs and assigns.

IN WITNESS WHEREOF the Town Clerk of the Town of Yacolt, Washington, has signed these presents and caused the seal of the Town of Yacolt to be hereto affixed by virtue of the power in him or her vested by the Ordinance No. 60 of the Town of Yacolt, Washington.

Dated at Yacolt, Washington, this 8th Day of June 2007



Town of Yacolt Agenda Request

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

Name: Mayor Listek

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayorlistek@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Rotate Finance Committee

Proposed Meeting Date: April 10, 2023

Action Requested of Council: Decide who will rotate onto the Finance Committee, to serve through October, 2023.

Proposed Motion: "I move that _____ be rotated onto the Finance Committee."

Summary/ Background: The Finance Committee has one member rotate out and a new one rotated in every three months, to serve a 6-month term. Marina Viray's term on the Committee is up, so it is time to rotate someone else in.

Staff Contact(s): Mayor Listek

mayorlistek@townofyacolt.com

(360) 686-3922