



# **Town of Yacolt**

## **Town Council Meeting Agenda**

**Monday, March 11, 2024**  
**7:00 PM**  
**Town Hall**

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### **Call to Order**

### **Flag Salute**

### **Roll Call**

### **Late Changes to the Agenda**

### **Approve Minutes of Previous Meeting(s)**

- [1.](#) Draft Minutes from 2-12-24 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.](#) Concerns about Motorcycle and WATV Laws
- [3.](#) Comprehensive Plan Update Grant Agreement
- [4.](#) Comprehensive Plan Update Update
- [5.](#) Witt Counteroffer Update
- [6.](#) Security Camera System Council Input

### **New Business**

- [7.](#) Robertson Chicken Permission Request
- [8.](#) Upcoming Budget Amendment

### **Town Clerk's Report**

**Public Works Department Report**

**Attorney's Comments**

**Citizen Communication**

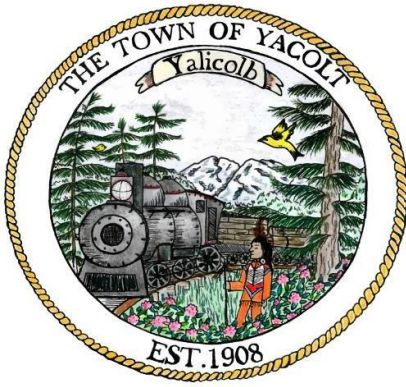
*Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.*

**Council's Comments**

**Mayor's Comments**

**Approve to Pay Bills on Behalf of the Town**

**Adjourn**



# Town of Yacolt

## Town Council Meeting Minutes

Monday, February 12, 2024  
7:00 PM  
Town Hall

### **Call to Order**

7:00 PM

### **Flag Salute**

### **Roll Call**

Council Members Present: Joe Wisniewski, Kandi Peto, Ronald Homola, Marina Viray

Also present: Mayor Ian Shealy, Attorney David Ridenour, Public Works Director Terry Gardner, and Clerk Stephanie Fields

Council Member Absent: Craig Carroll

### **Late Changes to the Agenda**

No Executive Session; Add item #14: Library HVAC Proposal; Add item #15: Address Mapping

### **Approve Minutes of 1-8-24 Meeting (Councilmember Homola suggested a minor change)**

**Motion:** Viray      **2<sup>nd</sup>:** Peto

**Aye:** Wisniewski, Peto, Homola, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Approve Minutes of 1-22-24 Special Meeting**

**Motion:** Homola      **2<sup>nd</sup>:** Peto

**Aye:** Wisniewski, Peto, Homola, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Approve Minutes of 2-5-24 Special Meeting**

**Motion:** Viray      **2<sup>nd</sup>:** Peto

**Aye:** Wisniewski, Peto, Homola, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Citizen Communication**

Ann Van Antwerp asked for the meeting minutes from January 8<sup>th</sup> to be re-approved using the language Councilmember Homola indicated, reflecting that Councilmember Carroll did *not* vote on the Conditional Use Permit at the January 8<sup>th</sup> meeting. Council complied.

## **Unfinished Business**

### **Public Hearing re: Flood Damage Prevention Ordinance #596**

At 7:07 pm, Mayor Shealy closed the regular meeting and opened the Public Hearing. After his instructions, he asked the Clerk if there had been any written comments submitted; there were none. After Attorney Ridenour summarized the process and the Ordinance, there were no new comments or testimony. Mayor Shealy closed the Public Hearing and re-opened the regular meeting at 7:14 pm. Attorney Ridenour then continued to explain the reasoning and history behind the Ordinance, citing that FEMA changes regulations and flood plain maps every so often.

### **Ordinance #596 Adoption**

Motion was made to adopt Ordinance #596.

**Motion:** Viray                      **2<sup>nd</sup>:** Homola

**Aye:** Wisniewski, Peto, Homola, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Railroad Avenue Subdivision Update**

Attorney Ridenour gave an update on the documents recorded with Clark County after Mayor Shealy read the agenda memo detailing the HOA changes.

### **Witt Counteroffer**

Mayor Shealy read the agenda memo, and then Attorney Ridenour explained that what Mr. Witt has recently asked the Town to pay for (boundary line adjustment) could possibly cost an additional \$16,000 or so. He's waiting for a call back from the Assessor's office. Councilmembers Homola and Peto asked a few questions, and were told that there is still a lot to be fleshed out in the Agreement; it's very preliminary at this point. Ridenour suggested that he and the Clerk gather more info to present at the next meeting.

## **New Business**

### **Resolution #623: Tort Claims Agent**

Attorney Ridenour explained that the Town has not had a specific designee for service of a Tort Claim, though State Law calls for a designee. Motion was made to adopt the Resolution, with a change on page 2: replacing "special meeting" with "regular meeting".

**Motion:** Homola                      **2<sup>nd</sup>:** Viray

**Aye:** Wisniewski, Peto, Homola, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Comprehensive Plan Update Proposal**

Town Engineer Devin Jackson said that the Comp Plan Update is in full-swing state-wide. Ours is due June 30, 2025. Jackson has secured two separate grants for the Town to offset costs for development of the Comp Plan, including the state's new required Climate Change Element. Some of the work will be done by Clark County on the Town's behalf. Jackson explained the process and the various elements and requirements of the Plan updates. Citizens in attendance asked questions about the work to be done, and Jackson stated that one of the first things he will be doing is setting up community outreach. Following discussion between Council, Jackson, Ridenour, and several citizens in attendance, Mayor Shealy handed out copies of an Agreement the Washington Department of Commerce would like to have him sign relating to the Updates. (The Agreement had just been emailed to the Town that afternoon.) Councilmember Peto suggested any decisions regarding signing the Agreement should be tabled until the next meeting, to give Councilmembers sufficient time to read it through and consider it.

### **Security Cameras**

Mayor Shealy presented the need for more security cameras at the parks and Town Hall. Public Works Director Gardner handed out 3 different bids he's gotten, but they were apples-to-oranges, and they ranged from \$35,000-\$42,000. After some discussion, it was decided that at the next meeting, Councilmembers should come prepared with a list of features they want in the camera systems (ie: picture clarity, memory, accessibility, etc.). Then a standard list can be put together so that a formal bid process can begin.

### **Revoke WATV Ordinance?**

Mayor Shealy explained that there has been some confusion around Town between the motorcycle and WATV laws, and that Deputy Harris asked to come to our March meeting and speak with Council and community members about what can and should be done. Harris feels like there is some duplication in the laws, but Ridenour countered that he doesn't believe there is. Council decided they would like to invite Harris to our March meeting to hear what he has to say.

### **Request for Permission for Runners to Camp in Rec Park During BigFoot/Hellz Bellz Race Events**

Peto asked Gardner if in previous years, the group had taken good care of the grounds. HE said they had been very good. Homola asked if we could ask the group to keep the volume of their music turned down; it's been pretty loud the past couple of years. Motion was made to allow the group to camp in the park for the event.

**Motion:** Viray

**2<sup>nd</sup>:** Peto

**Aye:** Wisniewski, Peto, Viray

**Nay:** 0

**Abstain:** Homola

**Absent:** Carroll

***Motion Carried***

### **HVAC System for the Library**

The Library wants to install a new HVAC system, and they are asking for input from the Town as well as to have the Town pay ½ the cost. They have been using space heaters and air conditioners. They have replaced the windows (with ones that do not open) at their own expense. Bids they've gotten for a new HVAC system have ranged from \$30,000-40,000. Homola and Peto suggested that we bring this up for the 2025 Budget.

### **Address Mapping**

Fire Chief Bryce Shirley explained that when assigning addresses to the lots in the RR Ave Subdivision, he ran into some challenges: mainly because the Town has no document which dictates who is actually supposed to assign the addresses, and there are no specific guidelines for doing so. Clerk Fields asked Council if they would like to have guidelines drafted for a future meeting, and they said yes.

### **Town Clerk's Report**

Lots of building permit applications have been flooding in. Fortunately, we just hired a new part-time Administrative Assistant and she is already a big help.

### **Public Works Department Report**

- Got some complaints about unlevel sidewalks, and have been working on getting quotes for a new foam system to level them.
- Bought fencing for the Rec Park Parking Lot, so will be installing that this spring, along with the gates we purchased last year. Looking into spike-teeth and/or a power-gate system.

- Also purchased recycle and trash bins, traffic cones, and solar crosswalk signs. Got a great deal on them!

### **Attorney's Comments**

None

### **Citizens' Communication**

Anne Van Antwerp said she appreciated that she is allowed to speak and ask questions at our meetings.

### **Council's Comments**

Viray – Attended the UCPB Board meeting for CDBG Grant funding. The board was given until March 4<sup>th</sup> to tally points and make their decisions.

### **Mayor's Comments**

There will be a meeting on the 4<sup>th</sup> Monday of each month, at 5pm, for people to come and help plan community events. He invited everyone who might be interested, but asked Council Members to inform the Clerk if they want to attend, since if three (or more) of them want to attend, it will violate OPMA regulations unless the Clerk creates a Special Meeting with announcements.

### **Approve to Pay Bills on Behalf of the Town (including one more check for up to \$5500.00 for used truck purchase)**

**Motion:** Homola

**2<sup>nd</sup>:** Peto

**Aye:** Wisniewski, Peto, Homola, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Adjourn**

10:05 pm

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Mayor Ian Shealy

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Clerk Stephanie Fields

Approved by Council vote on \_\_\_\_\_



## Town of Yacolt Agenda Request

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

**Name:** Deputy Charles Harris

**Group Name:** CCSO

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

**Phone:** (360) 686-3922

**Email Address:** charles.harris@clark.wa.gov

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** WATV and Motorcycle Law Concerns

**Proposed Meeting Date:** March 11, 2024

**Action Requested of Council:** Listen and join in the discussion regarding motorcycle and WATV laws and confusion regarding them

**Proposed Motion:** None; discussion only

**Summary/ Background:** Deputy Harris has received a number of complaints regarding motorcycles being ridden recklessly in Town, and citizens have expressed confusion regarding motorcycle laws vs. WATV laws. Harris wants to speak with Town Council and the public about that.

**Staff Contact(s):** Mayor Shealy  
[mayor@townofyacolt.com](mailto:mayor@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  
Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Comprehensive Plan Update Grant Agreement

**Proposed Meeting Date:** March 11, 2024

**Action Requested of Council:** Authorize Mayor Shealy to sign the Grant Agreement on behalf of the Town

**Proposed Motion:** "I move that Mayor Shealy signs the Comprehensive Plan Update Grant Agreement on behalf of the Town."

**Summary/ Background:** On the afternoon of February 12, the WA Dept. of Commerce emailed an Agreement to the Town, for acceptance of the Grant which the Town was awarded, to offset costs of the required Comprehensive Plan Update. The Agreement was handed out to Councilmembers at the meeting. Councilmember Peto asked for time to be able to read and consider the elements in the Agreement, and to bring it back at this meeting. A copy of the Agreement is attached.

**Staff Contact(s):** Clerk Stephanie Fields  
[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)  
(360) 686-3922





**Interagency Agreement with**

**Town of Yacolt**

**through**

**Growth Management Services**

**Contract Number:**

**24-63335-012**

**For**

**GMA Periodic Update Grant**

**2025 Jurisdiction (SFY24-SFY25)**

**Dated:** Date of Execution

## Table of Contents

|  |           |
|--|-----------|
| <b>TABLE OF CONTENTS.....</b>                            | <b>2</b>  |
| <b>FACE SHEET .....</b>                                  | <b>3</b>  |
| <b>SPECIAL TERMS AND CONDITIONS.....</b>                 | <b>4</b>  |
| 1. AUTHORITY.....  | 4         |
| 2. CONTRACT MANAGEMENT .....                             | 4         |
| 3. COMPENSATION .....                                    | 4         |
| 4. BILLING PROCEDURES AND PAYMENT .....                  | 4         |
| 5. SUBCONTRACTOR DATA COLLECTION .....                   | 5         |
| 6. INSURANCE.....  | 5         |
| 7. FRAUD AND OTHER LOSS REPORTING .....                  | 5         |
| 8. ORDER OF PRECEDENCE .....                             | 5         |
| <b>GENERAL TERMS AND CONDITIONS.....</b>                 | <b>6</b>  |
| 1. DEFINITIONS .....                                     | 6         |
| 2. ALL WRITINGS CONTAINED HEREIN .....                   | 6         |
| 3. AMENDMENTS .....                                      | 6         |
| 4. ASSIGNMENT .....                                      | 6         |
| 5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION ..... | 6         |
| 6. COPYRIGHT .....                                       | 7         |
| 7. DISPUTES .....  | 7         |
| 8. GOVERNING LAW AND VENUE .....                         | 8         |
| 9. INDEMNIFICATION .....                                 | 8         |
| 10. LICENSING, ACCREDITATION AND REGISTRATION .....      | 8         |
| 11. RECAPTURE.....                                       | 8         |
| 12. RECORDS MAINTENANCE .....                            | 8         |
| 13. SAVINGS .....  | 8         |
| 14. SEVERABILITY.....                                    | 8         |
| 15. SUBCONTRACTING .....                                 | 9         |
| 16. SURVIVAL.....  | 9         |
| 17. TERMINATION FOR CAUSE.....                           | 9         |
| 18. TERMINATION FOR CONVENIENCE.....                     | 9         |
| 19. TERMINATION PROCEDURES.....                          | 9         |
| 20. TREATMENT OF ASSETS .....                            | 10        |
| 21. WAIVER .....   | 11        |
| <b>ATTACHMENT A: SCOPE OF WORK AND BUDGET .....</b>      | <b>12</b> |

## Face Sheet

Contract Number: 24-63335-012

### Local Government Division Growth Management Services

|  |  |   |                                     |
|--|--|---|-------------------------------------|
| <b>1. Contractor</b><br>Town of Yacolt<br>Public Works<br>PO Box 160<br>Yacolt, WA 98675   |  | <b>2. Contractor Doing Business As (as applicable)</b><br>N/A   |                                     |
| <b>3. Contractor Representative</b><br>Terry Gardner, Public Works Director<br>(360) 553-0013; <a href="mailto:pwd@townofyacolt.com">pwd@townofyacolt.com</a><br><br>Stephanie Fields, Town Clerk<br>(360) 686-3922; <a href="mailto:clerk@townofyacolt.com">clerk@townofyacolt.com</a>  |  | <b>4. COMMERCE Representative</b><br>Catherine McCoy<br>Senior Planner<br>Growth Management Services<br>(360) 280-3147<br><a href="mailto:catherine.mccoy@commerce.wa.gov">catherine.mccoy@commerce.wa.gov</a><br><br>PO Box 42525<br>1011 Plum St. SE<br>Olympia, WA 98504 |                                     |
| <b>5. Contract Amount</b><br>\$100,000   | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>Date of Execution   | <b>8. End Date</b><br>June 30, 2025 |
| <b>9. Federal Funds (as applicable)</b><br>N/A   |  | <b>Federal Agency:</b><br>N/A<br><br><b>ALN</b><br>N/A  |                                     |
| <b>10. Tax ID #</b><br>N/A   | <b>11. SWV #</b><br>SWV0019241-00  | <b>12. UBI #</b><br>067-000-006   | <b>13. UEI #</b><br>N/A             |
| <b>14. Contract Purpose</b><br>Grant funding to assist Town of Yacolt with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).   |  |   |                                     |
| COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Budget |  |   |                                     |
| <b>FOR CONTRACTOR</b><br><br><br>_____<br>Ian Shealy, Mayor<br>Town of Yacolt<br><br>_____<br>Date   |  | <b>FOR COMMERCE</b><br><br><br>_____<br>Mark K. Barkley, Assistant Director<br>Local Government Division<br><br>_____<br>Date<br><br><b>APPROVED AS TO FORM ONLY<br/>         BY ASSISTANT ATTORNEY GENERAL<br/>         APPROVAL ON FILE</b>                               |                                     |

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed **one hundred thousand dollars (\$100,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in Attachment A - Scope of Work and Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-012. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **State Fiscal Year Compensation**

COMMERCE will reimburse Contractor a maximum of \$50,000 for State Fiscal Year 2024 (July 1, 2023 - June 30, 2024) and a maximum of \$50,000 for State Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

#### **Grant Start Date**

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### **Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

#### Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

### **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

### **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



## **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work and Budget**

| <b>Task/Work Item</b>   | <b>SFY 2024 Funds</b> | <b>SFY 2025 Funds</b> | <b>Deliverable</b>   |
|---|-----------------------|-----------------------|--|
| Periodic Update work plan<br>Anticipated completion date:<br><b><i>December 15, 2023</i></b>                | \$1,500               | \$0                   | Periodic update work plan  |
| Public participation plan.<br>Anticipated completion date:<br><b><i>December 15, 2023</i></b>               | \$3,500               | \$0                   | Public participation plan  |
| Critical areas analysis.<br>Anticipated completion date:<br><b><i>March 31, 2024</i></b>                    | \$5,000               | \$0                   | Critical Areas Checklist   |
| Draft Critical Areas Ordinance amendment.<br>Anticipated completion date:<br><b><i>January 30, 2025</i></b> | \$10,000              | \$10,000              | Draft Critical Areas Ordinance<br>Notification email from Commerce that draft ordinance was given for 60-day review. |
| Adopted Critical Areas Ordinance amendment.<br>Anticipated completion date:<br><b><i>April 30, 2025</i></b> | \$0                   | \$2,000               | Adopted Critical Areas Ordinance<br>Notification email from Commerce that adopted ordinance was received.            |
| Comprehensive plan analysis.<br>Anticipated completion date:<br><b><i>March 31, 2024</i></b>                | \$5,000               | \$0                   | Comprehensive Plan Checklist   |
| Draft Comprehensive Plan amendment.<br>Anticipated completion date:<br><b><i>January 30, 2025</i></b>       | \$15,000              | \$15,000              | Draft Comprehensive Plan<br>Notification email from Commerce that draft ordinance was given for 60-day review.       |

|   |                 |                 |  |
|---|-----------------|-----------------|--|
| Adopted Comprehensive Plan amendment.<br>Anticipated completion date:<br><b><i>April 30, 2025</i></b>                                     | \$0             | \$2,000         | Adopted Comprehensive Plan<br>Notification email from Commerce that adopted ordinance was received   |
| Development Regulations analysis.<br>Anticipated completion date:<br><b><i>March 31, 2024</i></b>   | \$5,000         | \$0             | Development<br>Regulations Checklist   |
| Draft Development Regulations Ordinance amendment.<br>Anticipated completion date:<br><b><i>January 30, 2025</i></b>                      | \$5,000         | \$15,000        | Draft Development<br>Regulations Ordinance<br>Notification email from Commerce that draft ordinance was given for 60-day review                            |
| Adopted Development Regulations Ordinance amendment.<br>Anticipated completion date:<br><b><i>April 30, 2025</i></b>                      | \$0             | \$5,000         | Adopted Development<br>Regulations Ordinance<br>Notification email from Commerce that adopted ordinance was received                                       |
| Finding that the periodic update required by RCW 36.70A.130(b) is complete.<br>Anticipated completion date:<br><b><i>June 1, 2025</i></b> | \$0             | \$1,000         | Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete.<br>Notification email from Commerce that adopted ordinance was received. |
| <b>Total Budget</b>   | <b>\$50,000</b> | <b>\$50,000</b> |  |
| Control Number<br>(Total Grant Available)   | \$50,000        | \$50,000        |  |



## Town of Yacolt Agenda Request

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

**Name:** Devin Jackson

**Group Name:** Staff

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

**Phone:** (360) 686-3922

**Email Address:** [devin@jacksoncivil.com](mailto:devin@jacksoncivil.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Comprehensive Plan Update Update

**Proposed Meeting Date:** March 11, 2024

**Action Requested of Council:** Listen to the presentation by Devin and Paul of Jackson Civil Engineering; ask any questions you may have.

**Proposed Motion:** None; presentation and discussion only.

**Summary/ Background:** Jackson Civil Engineering is working on updating the Town's Comprehensive Plan. They will present what they are working on so far, including a community outreach program.

**Staff Contact(s):** Mayor Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)  
(360) 686-3922



## Town of Yacolt Agenda Request

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

**Name:** Attorney Ridenour

**Group Name:** Staff

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

**Phone:** (360) 906-1556

**Email Address:** david@davidridenourlaw.com

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Witt Counteroffer Update

**Proposed Meeting Date:** March 11, 2024

**Action Requested of Council:** Listen to the update from Attorney David Ridenour regarding the counteroffer proposed by Charlie Witt

**Proposed Motion:** None; update only

**Summary/ Background:** At the last meeting, the main points of the counteroffer made by Charlie Witt regarding potential purchase of some property from him were presented. Attorney Ridenour committed to bringing more specific information to present at this meeting.

**Staff Contact(s):** Mayor Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)  
(360) 686-3922



## Town of Yacolt Agenda Request

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

**Name:** Mayor Shealy

**Group Name:** Staff

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

**Phone:** (360) 686-3922

**Email Address:** [mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Security Cameras Input from Councilmembers

**Proposed Meeting Date:** March 11, 2024

**Action Requested of Council:** Present the features/requirements you are hoping to see in security camera systems for Town properties

**Proposed Motion:** TBD

**Summary/ Background:** At the last Council meeting, Mayor Shealy expresses his frustration with vandalism around Town, and Public Works Director Gardner presented bids he had gotten from several companies to install new cameras/systems at the Town's parks and Town Hall. The bids were not apples-to-apples bids, so it was difficult to compare them. Mayor Shealy asked Councilmembers to take some time to consider what features they would like to see in a new system, and to bring their input to this meeting so that a list can be compiled in order to create a fair request for bids.

**Staff Contact(s):** Mayor Shealy  
[mayor@townofyacolt.com](mailto:mayor@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  
Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** clerk@townofyacolt.com

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Request to Raise and Keep Chickens

**Proposed Meeting Date:** March 11, 2024

**Action Requested of Council:** Decide if the Town should allow the Robertsons to raise and keep up to 8 chickens (no roosters) in a coop and pen in their backyard.

**Proposed Motion:** "I move that the Town allows the Robertsons to keep up to 8 chickens in their backyard, as per their plan and as regulated in Yacolt Municipal Code at Chapter 6.10."

**Summary/ Background:** Amelia and Megan Robertson, along with the support of their brother and parents, have asked to be able to raise some chickens and keep them in their backyard in a coop and fenced area. Yacolt Municipal Code allows the keeping of up to 8 chickens in Town, at Chapter 6.10.030 and 6.10.040:

#### 6.10.030 Keeping of chickens in town.

It is unlawful for any person to keep or maintain chickens within the town without first securing written permission from the town council of the town of Yacolt, Washington. No more than eight chickens will be allowed per household. Any person in violation of this section shall be notified in writing. If conformity to this section is not reached within 30 days of receipt of the written notification, a civil penalty will be assessed.

#### 6.10.040 Chickens – Enclosures and structures.

Chickens shall be kept within an enclosure or structure adequately built and maintained to prevent escape. Chickens shall be reasonably sheltered. Enclosures and structures, which provide

confinement and feeding areas for such animals, shall be located not less than 50 feet from any neighboring dwelling and must meet applicable zoning requirements.

The Robertsons' Request Submittals are attached, including a map showing that the coop will be approximately 70 feet away from the nearest neighbor's house.

**Staff Contact(s):** Clerk Stephanie Fields  
[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)  
(360) 686-3922

March 5, 2024

Dear Town Council,

Our names are Amelia and Megan and we live at 220 South Johnson Drive. We would like to have chickens on our property. We read the rules, and we understand them. We plan to put them on the far corner of our yard, which is more than 50 feet from any neighbor's house. We are going to get a chicken coop from a friend and make a fenced in area. And we will keep it under 8 chickens. My brother made a map for you so you can see our plan. We will get no roosters. We are looking forward to hatching them at our house. Our parents are okay with the plan. We can't wait to hear from you. Thank you!

Sincerely,

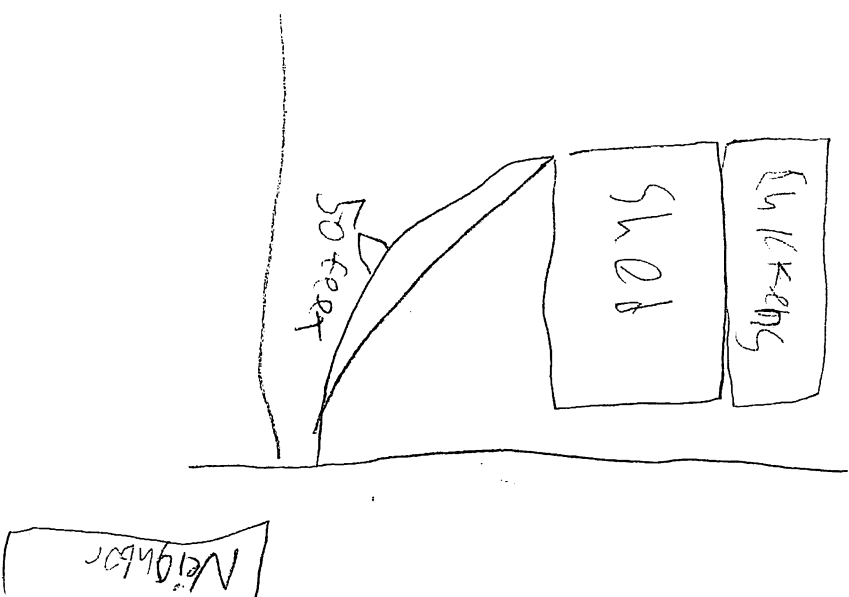
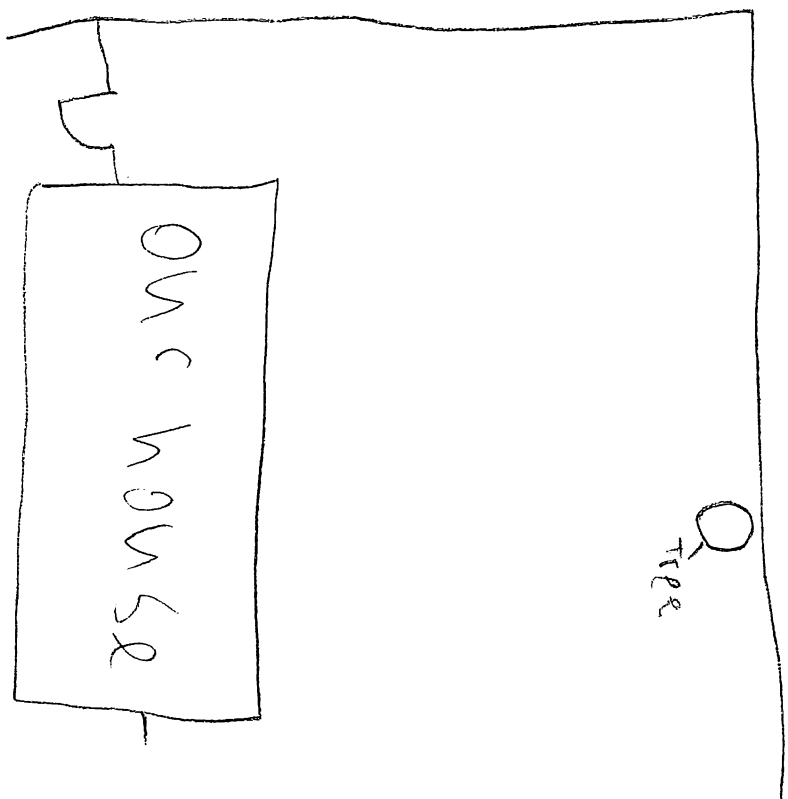
Amelia Robertson

Megan Robertson

Amelia Robertson age 10

Megan Robertson age 8

# DRAWING NOT TO SCALE



ROBERTSON



70+ feet, depending on final placement

220 S. Johnson Dr. 0.44 acre lot





## Town of Yacolt

### Request for Council Action

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

**Name:** Stephanie Fields, Town Clerk  
David W. Ridenour, Town Attorney  
**Group Name:** Staff

**Address:** 202 W. Cushman St.  
P.O. Box 160  
Yacolt, WA 98675  
**Phone:** David Ridenour (360) 991-7659

**Email Address:** david@davidridenourlaw.com  
**Alt. Phone:** Town Clerk (360) 686-3922

#### ITEM INFORMATION:

**Item Title:** Proposal to Amend 2024 Operating Budget.

**Proposed Meeting Date:** March 11, 2024.

**Action Requested of Council:** None. (Informational, for proposed action at the April meeting)

**Proposed Motion:** None.

**Summary/ Background:** Staff is proposing a Budget amendment to increase estimates for revenues and expenditures from the School Impact Fee Fund.

Yacolt's School Impact Fee Fund works as a 'pass-through' account, because the impact fees collected by the Town are deposited in that Fund and then transferred to the Battle Ground School District.

School impact fees are collected when building permits are issued for certain new residential construction projects. With the recent approval of the Railroad Avenue Subdivision, the Town will issue building permits and collect school impact fees at a much faster rate than expected.

Yacolt's 2024 Budget estimated that the Town would collect \$50,000 in School Impact Fees. The Budget authorized the Clerk to transfer up to \$50,000 to the School District from the Fund.

The Town is not allowed to spend more from a Fund than the amount appropriated by the Council in the Budget. So the Town has

encountered a problem, because it is collecting more school impact fees than it is legally allowed to disburse to the School District.

For these reasons, Staff is proposing a budget amendment that would increase appropriations in the Fund so the Clerk may continue to transfer the fees to the School District where they belong.

Specifically, the Town Clerk proposes to increase the Fund's estimated revenue in 2024 from \$50,000 to \$300,000. The authorized expenditures from the Fund would increase by the same amount, from \$50,000 to \$300,000.

This amendment would not change projections for revenue or expenditures affecting the Town's own finances. The Budget amendment is a housekeeping matter to allow the continued pass-through of funds to the Battle Ground School District through the end of the year.

The Town interprets its budget statutes to require public transparency and an opportunity to comment when considering a budget amendment. Therefore, a public hearing will be scheduled for the Council meeting on April 8, after which the Council will be asked to consider the Budget amendment for adoption.

A draft Ordinance for the amendment is attached for the Council's review, as well as a summary of the original 2024 Budget, which was adopted Dec. 11, 2023.

**Attachments:**

**Staff Contact(s):**

DRAFT Ordinance #597 Amending Yacolt's 2024 Operating Budget.

Stephanie Fields, Town Clerk.

David W. Ridenour, Town Attorney.

## ORDINANCE #597

### **AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON, AMENDING THE TOWN'S 2024 ANNUAL BUDGET (ORDINANCE #594) BY INCREASING EXPECTED REVENUE AND APPROPRIATIONS IN THE SCHOOL IMPACT FEE FUND (FUND #119); APPROVING PRIOR EXPENDITURES; AND PROVIDING FOR SUMMARY PUBLICATION**

**Whereas**, on May 8, 2023, the Town Council of the Town of Yacolt, (hereafter “*Town*” or “*Yacolt*”), adopted Ordinance #591, establishing a School Impact Fee Fund (Fund #119) for the purpose of accounting for impact fees collected and disbursed for the Battle Ground School District;

**Whereas**, on December 11, 2023, the Town adopted its 2024 annual budget by reference in Ordinance #594, entitled “An Ordinance of the Town of Yacolt, Washington, Adopting the Final Annual Budget for the Town of Yacolt for the Fiscal Year Ending December 31, 2024; Authorizing the Mayor and Town Clerk to Make Necessary Adjustments to Accounts; Establishing Employment Positions and Salary/Benefits Schedules; and Providing for Summary Publication”;

**Whereas**, the School Impact Fee Fund serves as a ‘pass-through’ or ‘zero-balance’ fund that distributes school impact fees collected for certain building permits to the Battle Ground School District;

**Whereas**, the Town Council from time to time reevaluates available resources and projected expenditures in its budgets in order to effectively utilize and manage the Town’s financial resources;

**Whereas**, revenue and expenditures in the School Impact Fee Fund are projected to exceed the current 2024 budget appropriation of \$50,000 for reasons that were not contemplated when the 2024 budget was originally adopted, including increased construction activity due to the completion of a large subdivision, the annexation of property, and the creation of new building lots by short-plat;

**Whereas**, the Town Clerk now estimates that school impact fees of between \$200,000 and \$300,000 could be collected and disbursed by the Town during 2024;

**Whereas**, pursuant to RCW 35.33.121 and 35.33.125, the Town may not spend or disburse money in excess of the total amount appropriated for any individual fund;

**Whereas**, the Town Council finds that the increased pace of new home construction requires an increase of the revenue and expenditures projected for the School Impact Fee Fund for fiscal year 2024;

**Whereas**, on April 8, 2024, the Town Council held a public hearing on this budget amendment following notice in the Town’s official newspaper that was published once each week for two consecutive weeks;

**Whereas**, the Town Council evaluated the circumstances surrounding these changes to the Town’s 2024 annual budget during regular public Council meetings on March 11 and April 8, 2024;

**Whereas**, in order to comply with State law and to provide sufficient resources and appropriations for the Town’s School Impact Fee Fund, the Town Council desires to adjust the estimated revenue and appropriations for that Fund;



**Whereas**, the Town Council finds that the amendments to the Town’s 2024 budget described herein are in the best interests of the Town and its residents, and are appropriate and necessary for the preservation of the general public health, safety and welfare of the community; and,

**Whereas**, the Town Council is in regular session this 8<sup>th</sup> day of April, 2024, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

**NOW THEREFORE, be it Ordained by the Town Council of the Town of Yacolt, Washington:**

**Section 1 – Legislative Findings and Adoption of Recitals:** Each and every recital set forth above is adopted as a true and correct legislative finding of the Town Council for purposes of this Ordinance.

**Section 2 – Amendments to the 2024 Budget:** The 2024 budget for the Town of Yacolt, adopted at the fund level in Ordinance #594, is hereby amended to increase resources and appropriations in the amounts and to the fund described below:

**Section 2.1 – Increase of Revenue in the School Impact Fee Fund (Fund #119):** The revenue expected in 2024 for the School Impact Fee Fund is hereby increased from \$50,000.00 by \$250,000.00, resulting in new total estimated revenue of \$300,000.00.

**Section 2.2 – Increase of Appropriations in the School Impact Fee Fund, (Fund #119):** The budgeted expenditures and appropriations for the School Impact Fee Fund (Fund #119) are hereby increased from \$50,000.00 by \$250,000.00, resulting in new total aggregate appropriations of \$300,000.00.

**Section 2.3 – Summary of Budget Amendments:** Following the adjustments described above, the Town’s 2024 fund-level aggregate resources and appropriations for all funds are as shown in the table below:

| Fund # | Fund Name                  | Estimated Beginning Fund Balance | Estimated Revenues (Including Interfund Activity) | Aggregate Total Fund Resources | Total Appropriations (Including Interfund Activity) | Estimated Ending Fund Balance |
|--------|----------------------------|----------------------------------|---|--------------------------------|---|-------------------------------|
| 001    | General Fund               | \$ 1,300,000                     | \$ 959,780  | \$ 2,259,780                   | \$ 1,242,550  | \$ 1,017,230                  |
| 002    | General Reserve Fund       | \$ 353,000                       | \$ -  | \$ 353,000                     | \$ 300,000  | \$ 53,000                     |
| 101    | Street Fund                | \$ 120,000                       | \$ 255,000  | \$ 375,000                     | \$ 332,500  | \$ 42,500                     |
| 103    | Cemetery Fund              | \$ 35,000                        | \$ 10,500   | \$ 45,500                      | \$ 26,000   | \$ 19,500                     |
| 105    | REET Fund                  | \$ 240,000                       | \$ 50,000   | \$ 290,000                     | \$ 115,000  | \$ 175,000                    |
| 114    | Park Impact Fees           | \$ 70,000                        | \$ 23,000   | \$ 93,000                      | \$ 20,000   | \$ 73,000                     |
| 115    | Transportation Impact Fees | \$ 55,000                        | \$ 27,000   | \$ 82,000                      | \$ 30,000   | \$ 52,000                     |
| 119    | School Impact Fees         | \$ -                             | \$ 300,000  | \$ 300,000                     | \$ 300,000  | \$ -                          |
| 403    | Stormwater Fees            | \$ 120,000                       | \$ 50,000   | \$ 170,000                     | \$ 156,500  | \$ 13,500                     |
|        | <b>Totals</b>              | <b>\$ 2,293,000</b>              | <b>\$ 1,675,280</b>                               | <b>\$ 3,968,280</b>            | <b>\$ 2,522,550</b>                                 | <b>\$ 1,445,730</b>           |

///

**Section 3 – Duties of the Mayor and Town Clerk:** The Mayor and Town Clerk are hereby authorized and instructed to make the necessary changes to the 2024 budget consistent with the provisions of this Ordinance.

**Section 4 – Transmittal to AWC:** Pursuant to RCW 35.33.075, the Town Clerk is hereby directed to transmit a complete copy of the Town’s final 2024 budget as amended by this Ordinance to the Association of Washington Cities together with a copy of this Ordinance.

**Section 5 – Yacolt Municipal Code:** This Ordinance #597 is a special Ordinance of the Town of Yacolt involving the Town’s 2024 budget. Being applicable for only a specific and limited period of time, this Ordinance #597 shall not result in any amendment to the Yacolt Municipal Code.

**Section 6 - Ratification and Confirmation of Prior Acts:** All acts taken by Town officers and staff prior to the enactment of this Ordinance that are consistent with and in furtherance of the purpose or intent of this Ordinance are hereby ratified, approved and confirmed by the Town Council. Any expenditure of monies from the School Impact Fee Fund during fiscal year 2024 and prior to the effective date of this Ordinance is hereby ratified, approved and confirmed.

**Section 7 – Savings Clause:** Except as provided herein and in any prior amendments, all provisions of Ordinance #591 and Ordinance #594 shall remain in full force and effect.

**Section 8 – Severability:** If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, or its application to any Person or circumstances is held invalid, the remaining portion of this Ordinance shall remain in full force and effect, and the application of the provision to other Persons or circumstances shall not be affected.

**Section 9 – Effective Date and Publication of Summary:** This Ordinance shall take effect immediately upon adoption and publication according to law. Notice of this Ordinance shall be provided by publication of the following summary in the Town’s official newspaper:

**Town of Yacolt - Summary of Ordinance #597**

The Town Council of the Town of Yacolt adopted Ordinance #597 at its regularly scheduled Town Council meeting held on April 8, 2024. The content of the Ordinance is summarized in its title as follows:

“AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON, AMENDING THE TOWN’S 2024 ANNUAL BUDGET (ORDINANCE #594) BY INCREASING EXPECTED REVENUE AND APPROPRIATIONS IN THE SCHOOL IMPACT FEE FUND (FUND #119); APPROVING PRIOR EXPENDITURES; AND PROVIDING FOR SUMMARY PUBLICATION”

The effective date of the Ordinance is April 17, 2024.

A copy of the full text of the Ordinance 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 17<sup>th</sup> day of April, 2024.  
Stephanie Fields, Town Clerk

**PASSED** by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 8<sup>th</sup> day of April, 2024.

**TOWN OF YACOLT**

\_\_\_\_\_  
Ian C. Shealy, 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 Ordinance is a true and correct copy of Ordinance #597 of the Town of Yacolt, Washington, entitled "AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON, AMENDING THE TOWN'S 2024 ANNUAL BUDGET (ORDINANCE #594) BY INCREASING EXPECTED REVENUE AND APPROPRIATIONS IN THE SCHOOL IMPACT FEE FUND (FUND #119); APPROVING PRIOR EXPENDITURES; AND PROVIDING FOR SUMMARY PUBLICATION" as approved according to law by the Town Council on the date therein mentioned. The Ordinance has been published according to law, (RCW 35.27.300).

Attest:

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Stephanie Fields, Town Clerk

Approved: April 8, 2024

Published: April 17, 2024

Effective Date: April 17, 2024

Ordinance Number: 597

## 2024 Budget Adopted December 11, 2023

|     | Fund Name                  | Estimated<br>Beginning Fund<br>Balance | Estimated<br>Revenues<br>(Including<br>Interfund<br>Activity) | Aggregate Total<br>Fund Resources | Total<br>Appropriations<br>(Including<br>Interfund<br>Activity) | Estimated Ending<br>Fund Balance |
|-----|----------------------------|--|---|-----------------------------------|---|----------------------------------|
| 001 | General Fund               | \$ 1,300,000                           | \$ 959,780  | \$ 2,259,780                      | \$ 1,242,550  | \$ 1,017,230                     |
| 002 | General Reserve Fund       | \$ 353,000                             | \$ -  | \$ 353,000                        | \$ 300,000  | \$ 53,000                        |
| 101 | Street Fund                | \$ 120,000                             | \$ 255,000  | \$ 375,000                        | \$ 332,500  | \$ 42,500                        |
| 103 | Cemetery Fund              | \$ 35,000                              | \$ 10,500   | \$ 45,500                         | \$ 26,000   | \$ 19,500                        |
| 105 | REET Fund                  | \$ 240,000                             | \$ 50,000   | \$ 290,000                        | \$ 115,000  | \$ 175,000                       |
| 114 | Park Impact Fees           | \$ 70,000                              | \$ 23,000   | \$ 93,000                         | \$ 20,000   | \$ 73,000                        |
| 115 | Transportation Impact Fees | \$ 55,000                              | \$ 27,000   | \$ 82,000                         | \$ 30,000   | \$ 52,000                        |
| 119 | School Impact Fees         | \$ -                                   | \$ 50,000   | \$ 50,000                         | \$ 50,000   | \$ -                             |
| 403 | Stormwater Fees            | \$ 120,000                             | \$ 50,000   | \$ 170,000                        | \$ 156,500  | \$ 13,500                        |
|     | Totals                     | \$ 2,293,000                           | \$ 1,425,280  | \$ 3,718,280                      | \$ 2,272,550  | \$ 1,445,730                     |