

Town of Yacolt
Council Meeting and 2024 Budget
Public Hearing Agenda
Monday, November 13, 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.](#) Minutes from Council Meeting 10-9-23
- [2.](#) Minutes from Special Council Meeting 10-16-23
- [3.](#) Minutes from Special Council Meeting and Budget Workshop 10-23-23

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.

Executive Session

Unfinished Business

- [4.](#) Request to Keep Goat in Town
- [5.](#) Ord #593 Update - FEMA Flood Damage Prevention Program
- [6.](#) Schindler Contract Update
- [7.](#) Inmate Work Crew Update
- [8.](#) Update On BGSD Capital Facilities Plan and Impact Fees

New Business

- [9.](#) Conditional Use Permit Public Hearing/Request
- [10.](#) EMS Levy Hearing / Res. 619
- [11.](#) Revenue Hearing / Res. 620
- [12.](#) 2024 Budget Hearing
- [13.](#) 2nd Amendment to Intergovernmental Agreement re: CDBG and HOME grants
- [14.](#) Interlocal Agreement for Cooperative Climate Planning/Research
- [15.](#) C-Tran Interlocal Agreement

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.

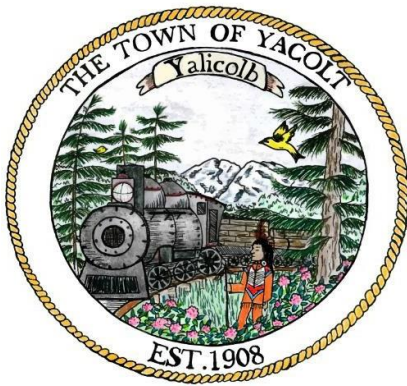
Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

Adjourn



Town of Yacolt

Town Council Meeting Minutes

Monday, October 9, 2023
7:00 PM
Town Hall

Call to Order

7:00 PM

Flag Salute

Roll Call

Council Members Present: Ian Shealy, Kandi Peto, Craig Carroll, Ronald Homola, Marina Viray

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

Late Changes to the Agenda

None

Approve Minutes of 9-11-23 Meeting with correction suggested by Councilmember Homola

Motion: Homola **2nd:** Viray

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Approve Minutes of Council Budget Workshop 9-14-23

Motion: Homola **2nd:** Shealy

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Citizen Communication

None

Unfinished Business

None

New Business

Q & A with CCSO Deputy Charlie Harris

Deputy Harris introduced himself, spoke about CCSO's and his responsibilities in Yacolt. He said he's hoping to have more patrolling here, and he understands that the biggest complaint he hears is about traffic issues: speeders and motorcycles. He stressed the importance of calling in issues to either 311 or 911, as the more calls CCSO gets for our area, the more patrolling we will receive. If we don't call in issues, CCSO will assume all is well in Yacolt. He explained that CCSO is short on

staff. He also said they'd need photos/videos in order to prosecute, stating that there's no expectation of privacy when out in public. Several people joined in discussion about a Neighborhood Watch program getting set up.

Resolution #617 Solid Waste Management Plan

After the Resolution was presented, a motion was made to adopt it.

Motion: Carroll **2nd:** Shealy

Aye: Shealy, Peto, Carroll, Homola, Viray **Nay:** 0

Motion Carried

Resolution #618 Recycling Collection

After the Resolution was presented, a motion was made to adopt it.

Motion: Shealy **2nd:** Peto

Aye: Shealy, Peto, Carroll, Homola, Viray **Nay:** 0

Motion Carried

Appoint Finance Committee Member

Councilmember Homola nominated Councilmember Carroll to serve on the Finance Committee for the next 6 months.

Motion: Homola **2nd:** Viray

Aye: Shealy, Peto, Carroll, Homola, Viray **Nay:** 0

Motion Carried

Town Clerk's Report

- Still working to get all of the computers and emails working properly, but both Admin Assts' are now fully functional.
- Continuing to work on 2024 Budget; will have preliminary budget to the Mayor by end of this month.
- Ordered items for Tree Lighting; will be December 2nd.
- Upcoming meetings:
 - Tomorrow at 10am with key people from BGSD
 - Next Monday (Oct. 16) at 6pm: Special meeting with BGSD folks for Q & A and possibly discuss FEMA Flood Plain Plan
 - The following Monday (Oct. 23rd) Budget Workshop at 6pm

Public Works Department Report

- Most street painting is now done: crosswalks, stop lines, speed bumps
- Electrical work up around the Town Tree is done
- Will be prepping floor in new Council Chambers before laying new flooring
- Cleaning up leaves and working on Cemetery will be focuses over remainder of the month

Attorney's Comments

- Will get info for BGSD update into Meeting Packet for next week's meeting
- Flood Damage Prevention Program Update will require building department to have new forms; hopes to present new Ordinance at special meeting Oct. 16th

Citizen's Communication

Ro Yancey asked for permission to close the road next to her house on Halloween so people who come to her "haunted house" could park there. Motion was made to allow it, providing she gets proper approvals (from Fire/EMS, etc.)

Motion: Shealy **2nd:** Carroll

Aye: Shealy, Peto, Carroll, Homola, Viray **Nay:** 0

Motion Carried

Council's Comments

Viray – Attended the Mosquito Control Board meeting. This has been a big mosquito year. Many mosquitos have been caught and tested, and luckily, no West Nile virus has been detected. If anyone in the County has a mosquito problem, they are welcome to contact the Mosquito Control Board directly for help getting rid of them. She also mentioned the possible closure of the Larch Corrections Center.

Mayor's Comments

Thanked Desiree and all who worked at Harvest Market on Oct. 7th. The pumpkin giveaway and contest were great, and the vendors said they sold lots!

Approve to Pay Bills on Behalf of the Town

Motion: Homola **2nd:** Shealy

Aye: Shealy, Peto, Carroll, Homola, Viray **Nay:** 0

Motion Carried

Adjourn

10:01 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt

Town Council Special Meeting

Minutes

Monday, October 16, 2023
6:00 PM
Town Hall

Call to Order

6:00 PM

Flag Salute

Roll Call

Council Members Present: Ian Shealy, Kandi Peto, Craig Carroll, Ronald Homola, Marina Viray
Also present: Mayor Katelyn Listek, Attorney David Ridenour, and Clerk Stephanie Fields

Citizen Communication

None

Late Changes to the Agenda

Add in as item #5: Property Acquisition Process Checklist

Unfinished Business:

BGSD Capital Facilities Plan and School Impact Fees Update

Attorney Ridenour reported that our old Code from back in the 1990s has mistakes in the SIF calculation formula. We need to improve/amend our current Code to correct that, so we can comply with our code, the School District's, and State law. BGSD's proposed Capital Facilities Plan shows no increased enrollment need justifying a new high school or middle school, only a primary school. Council asked Ridenour to work on correction of our code so that we are in compliance with all regulations.

Goat Living Within Town Limits

It was mentioned at the last meeting that a lady in Town has a goat residing at her home, which is in violation of our Municipal Code, absent permission from Council. The Clerk was asked to contact the goat's owner and notify her of this issue.

Offensive Halloween Decor

Councilmember Homola passed around some photos of Halloween yard decorations which he and his family find offensive. Some others in the room also disapproved of the decorations. However, Mayor Listek and the Council agreed that trying to regulate those yard decorations could be a very slippery slope, and could be a violation of the residents' free speech, among other things.

Yacolt Town Council Special Meeting October 16, 2023

New Business

FEMA Flood Damage Prevention Ordinance #593

Attorney Ridenour handed out a memo regarding the Ordinance, pointing out highlighted changes/updates. He explained the Ordinance and changes made to the previous plan, answering questions along the way. He said he'd make all updates to the Ordinance and present it to be voted on by Council at the October 23rd Special Meeting so that we could have it published by the November 1st deadline.

Property Acquisition Process Checklist

Attorney Ridenour handed out a checklist he created for steps to take when the Town wants to purchase property, generally.

Citizen Communication

None

Executive Session

Mayor Listek closed the regular meeting and called for an executive session to discuss potential property acquisition, litigation and enforcement actions. The session began at 7:42pm and was expected to last until 8:02pm, but was extended until 8:12pm. The regular meeting was then re-convened.

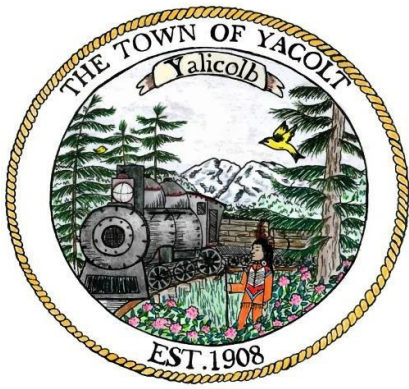
Adjourn

8:15 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt

Town Council Special Meeting and Budget Workshop Minutes

Monday, October 23, 2023
6:00 PM
Town Hall

Call to Order

6:00 PM

Flag Salute

Roll Call

Council Members Present: Ian Shealy, Ronald Homola, Marina Viray (arrived at 6:09pm)

Council Members absent: Kandi Peto, Craig Carroll

Also present: Mayor Katelyn Listek, Public Works Director Terry Gardner, and Clerk Stephanie Fields

Late Changes to the Agenda:

Remove Approval of Minutes and Citizen Communications; move Budget Workshop to follow the Executive Session

Unfinished Business:

BGSD Capital Facilities Plan Update

Attorney Ridenour reported that BGSD did not hire a demographer for their Capital Facilities Plan development; they used pre-COVID numbers. He and Mayor Listek discussed impact fees vs. benefits to the Town and to the school district as a whole. He asked Council for their guidance in preparing an Ordinance to correct our School Impact Fees calculation in our Code, and will work to draft an Ordinance to present at an upcoming meeting. He also explained why Yacolt is departing from the norm, not simply accepting what is “served” to us.

Ordinance #593: FEMA Flood Damage Prevention Program

David presented the Ordinance, noting updates. He said that he has filed a copy with FEMA, the Departments of Ecology, Natural Resources, and Fish and Wildlife, and Commerce, and most have approved. This Ordinance will be adopted on an interim basis, conditional on Commerce’s approval. We will need to have a Public Hearing before May 1, 2024, and get new approval. Ridenour also clarified for Councilmember Homola that any new building additions resulting in at least a 50% increase in the building’s value will trigger a need to comply with this new Floodplain Ordinance. Motion was made to adopt Ordinance #593, amending Ch. 1515 of the Yacolt Municipal Code to reflect new FEMA standards for participation in the National Flood Insurance Program, with the changes proposed during this meeting to treat the amendment as interim regulations pending all State agency approvals and hold

Yacolt Town Council Special Meeting and Budget Workshop October 23, 2023

a public hearing, and also to correct the 6th whereas clause to say Ordinance #502 instead of #501.

Motion: Homola

2nd: Shealy

Aye: Shealy, Homola, Viray

Absent: Peto, Carroll

Motion Carried

Executive Session

Mayor Listek closed the regular meeting and called for an executive session to discuss potential litigation, enforcement actions, and property acquisition. The session began at 6:38 pm and was expected to last until 6:53 pm. The session was extended 3 times by the Mayor: to 7:03 pm, to 7:13 pm, and then to 7:30 pm, when the regular meeting was re-convened.

Budget Workshop

Councilmembers and Mayor Listek discussed various priorities, including:

- Easter Egg Hunt
- Log benches
- Town Park splash pad
- Bleachers at the Ball Field
- Rec Park Fence, gates
- Neighborhood Watch
- Payroll
- Website/Domain
- Limbing or downing trees at the Ball Field
- Potholes
- Re-grouting Manhole covers (using ARPA funds?)

Adjourn

9:30 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____



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: Permission for a Goat to Reside Within Town Limits

Proposed Meeting Date: November 13, 2023

Action Requested of Council: Review the attached narrative and decide if Poppy the House-Goat should be allowed to continue to reside within Town limits.

Proposed Motion: "I move that the Town allow (or does not allow) Poppy the Goat to continue living in Town in the same capacity as she has been."

Summary/ Background: At a recent Council meeting, it was brought up that there is a goat residing within Town limits. Yacolt Municipal Code lists goats in its definition of livestock, and at Ch. 6.10.020 restricts their being kept in Town:

It is unlawful for any person to keep or maintain any livestock or fowl, as defined herein, within the corporate limits of the town of Yacolt unless previous permission has been granted by the town of Yacolt. [Ord. 415 § 2, 2002.]

When the Town contacted the goat's owner, the owner decided to ask permission, per Ordinance 415. Her request and photos of the goat are attached.

Staff Contact(s): Clerk Fields

clerk@townofyacolt.com

(360) 686-3922

clerk

From: Cindee Clark <shafferhund@gmail.com>
Sent: Monday, October 23, 2023 8:27 PM
To: clerk
Subject: Poppy the house goat

Hello,

Writing the council to request permission and approval for Poppy my potty trained full time indoor house goatie.

To give you a glimpse in the daily life of Poppy. I work full time for The Vancouver Clinic Remote from 7am-7:15pm. During my hours of work, Poppy is laying at my feet, during the duration of my shift. She never leaves my side. Poppy never makes a sound. Patients never know that I have Poppy and her herd laying at my feet.

Poppy does not realize she is a goat. Personally, Poppy would be mortified if you categorized her as a goat. Poppy is convinced she is allergic to the rain and a barn.

Poppy has lived in the house from day one. Her mother passed away delivering Poppy. She was bottle fed until the age of one.

She has been raised and treated like a dog from the beginning. Poppy's herd consist of English Mastiff's. She sleeps, eats, plays and goes outside with them. They are her herd.

Poppy's hobbies: She enjoys glamping, hanging out with her pasture mate Cheyenne the Clydesdale, having children pet her, putting a smile on a child's face, playing with her buddy Fletcher the cat, walks on her leash, cuddling, car rides and dressing up. She is a Diva and loves her outfits and Bling.

Poppy also is a NW traveler. She's been to Eastern Oregon, Idaho and the Canadian border. She looks forward to expanding her traveling experiences, and visiting more states.

Attached are a few highlights in the, "Life of Poppy."

Thank you,
Cindee Clark







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: Flood Damage Prevention Program. (YMC 15.15. Ordinance #593.)

Proposed Meeting Date: November 13, 2023.

Action Requested of Council: None. (This is an update to the Council on the status of the State review process.)

Proposed Motion: None.

Summary/ Background: Staff is providing this information to advise the Council on the current status of this project.

As background, the Town of Yacolt worked with the Federal Emergency Management Agency (FEMA) to update the Town's Flood Damage Prevention Program by November 2, 2023 in order to comply with new Federal laws. By meeting the November 2 deadline, the Town would be able continue participation in the National Flood Insurance Program (NFIP).

The Town Council tentatively approved new Codes for Yacolt's Flood Damage Prevention Program at its special meeting on October 16, 2023. The proposed Codes were submitted to the Department of Commerce the next day for expedited review.

The Town did not receive all necessary State approvals as quickly as needed to meet the November 2 deadline, so the Town Council approved the new Codes as *interim* regulations in Ordinance #593 at its

special meeting on October 23, 2023. The interim regulations were submitted to the Department of Commerce on October 25, 2023 for expedited review.

As of the date of this agenda memorandum, FEMA and the State Department of Ecology have approved the Town's Interim and proposed permanent regulations. The Town continues to qualify for and participate in the National Flood Insurance Program.

However, the Department of Commerce and other State agencies have not yet reviewed or approved either of the Town's submittals. Both of the Town's submittals requested expedited review. However, neither request for expedited review has yet been approved or even reviewed.

Under these circumstances, staff now assumes that State approvals will require a standard 60-day review. The 60-day review period is scheduled to expire on December 24, 2023. This means that staff will be unable to schedule a public hearing and final approval during the Council's regular meeting in December as originally planned. Staff now plans to schedule the public hearing and final Code approval for the Council's regular meeting in January or February of 2024.

This delay is not expected to cause any problems for the Town. The interim regulations are valid for six months. The Council has until April 23, 2024 to adopt the final Codes. (An extension of the interim regulations is also possible, but staff does not expect any need for an extension.)

Attachments:

None.

Staff Contact(s):

Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.



Town of Yacolt Agenda Request

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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: Update on Elevator Contract

Proposed Meeting Date: November 13, 2023

Action Requested of Council: None at this time; update only

Proposed Motion: N/A

Summary/ Background: Town Council and staff have been considering changing elevator service companies. The Clerk has done a little shopping around for prices and services offered. She will give a quick update on that tonight, and will work toward putting out a Request for Bids so that in early 2024 Council can make a decision on a company, moving forward. If we are to change companies, we must give Schindler notice before mid-June of next year.

Staff Contact(s): Mayor Listek
mayorlistek@townofyacolt.com
(360) 686-3922



Town of Yacolt Agenda Request

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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: Inmate Crew Update

Proposed Meeting Date: November 13, 2023

Action Requested of Council: None; update only

Proposed Motion: N/A

Summary/ Background: The Town has been concerned about losing the Inmate Crew from Larch Corrections Center. On Attorney Ridenour's suggestion, Staff looked into the possibility of having the relocated crews still come to work here, from their new location. An update regarding that will be presented tonight.

Staff Contact(s): Clerk Fields
clerk@townofyacolt.com
(360) 686-3922



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: Battle Ground School District – Capital Facilities Plan and Proposed School Impact Fee Amounts. (YMC 3.15)

Proposed Meeting Date: November 13, 2023.

Action Requested of Council: Update status of staff's review of the School District's proposed Capital Facilities Plan (CFP) and impact fees (SIF).

Proposed Motion: No motion is expected at this time. The Council may take such action that it feels is appropriate.

Summary/ Background: A great deal of information was shared by the Battle Ground School District in October, much of which was shared with the Council in its packet for the special meeting held on October 16, 2023. Since that time there has been some discussion between the Town and the School District, but other time-sensitive priorities have prevented substantial progress on the development of new Codes and analysis of the proposed school impact fee. Staff plans to provide a brief update to the Council during this Council meeting.

Attachments: None. (To see relevant documents on this subject, please see the Council packet for the October 16, 2023 Council meeting.)

Staff Contact(s): Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.



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: Public Hearing: Conditional Use Permit Request – 404 E Jones Street

Proposed Meeting Date: November 13, 2023

Action Requested of Council: Consider the facts presented for the request for a Conditional Use Permit to be granted for the above address; decide whether or not to allow the Permit to be issued, with or without certain conditions.

Proposed Motion: “I move that the Town allow (or does not allow) a Conditional Use Permit for the 3rd garage bay at 404 E Jones Street (zoned residential) to be used commercially (with the following conditions:

Summary/ Background: The house at 404 E Jones is in an area zoned R1-12.5, indicating that it is a single-family residential district. Per Yacolt Municipal Code (YMC) Chapter 18, a home-based salon would be allowed in a residential zone under a Conditional Use Permit, following a Public Hearing on the matter, and providing the use meets certain specifications. Per YMC 18.40.060:

The town council may approve, approve with conditions, or disapprove the application for a conditional use permit. In permitting a conditional use the town council may impose, in addition to regulations and standards expressly specified in this title, other conditions found necessary to protect the best interests of the surrounding property or neighborhood, or the community as a whole. These conditions may include requirements increasing the required lot size or yard dimensions, increasing street widths,

controlling the location and number of vehicular access points to the property, increasing the number of off-street parking or loading spaces required, limiting the number of signs, limiting the coverage or height of buildings because of obstructions to view and reduction of light and air to adjacent property, limiting or prohibiting openings in sides of buildings or structures or requiring screening and landscaping where necessary to reduce noise and glare and maintain the property in a character in keeping with the surrounding area, and requirements under which any future enlargement or alteration of the use shall be reviewed by the town and new conditions imposed.

In order to grant any conditional use, the town council must find that the establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case, be significantly detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to the property and improvements in the neighborhood or to the general welfare of the community.

Also, per YMC Ch. 18.25.085:

The local health officer shall have final authority to approve, approve with conditions, or deny any development application in single-family residential R1-12.5, R1-10 zoning districts. No building or development permit may be issued by the town except in compliance with the conditions described in a recommendation for approval from the local health officer, who shall determine the minimum lot size, minimum land area, lot coverage criteria, dwelling density, soil condition standards, or such other standards and requirements as the local health officer is authorized by law or regulation to determine, as such law or regulation is now enacted or may hereafter be amended. [Ord. 563 § 2(b), 2017.]

A photo of the front of the garage and driveway, along with some technical drawings for the interior of the proposed salon, and a narrative regarding the business are attached.

Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com

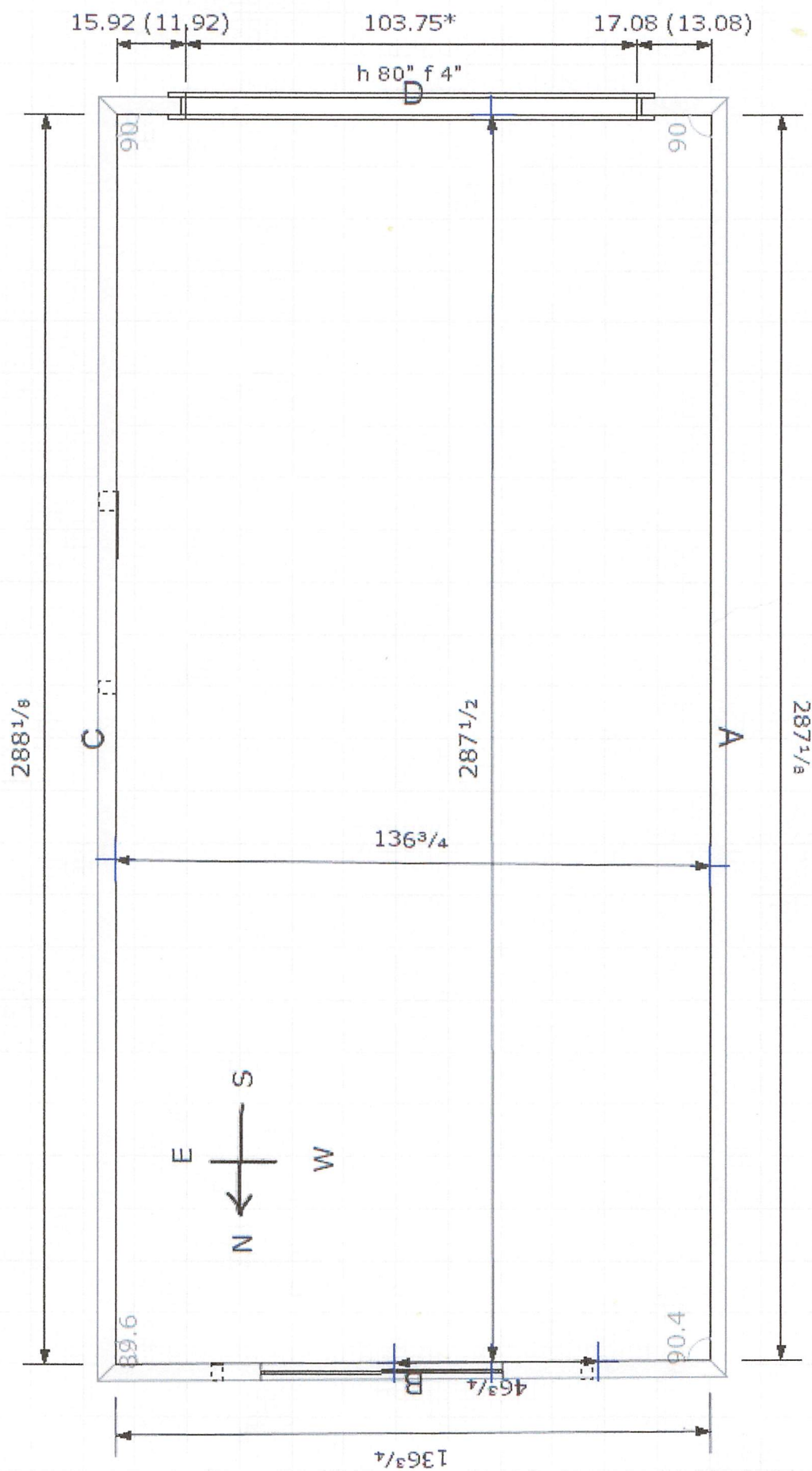
(360) 686-3922

Mayor Katelyn Listek

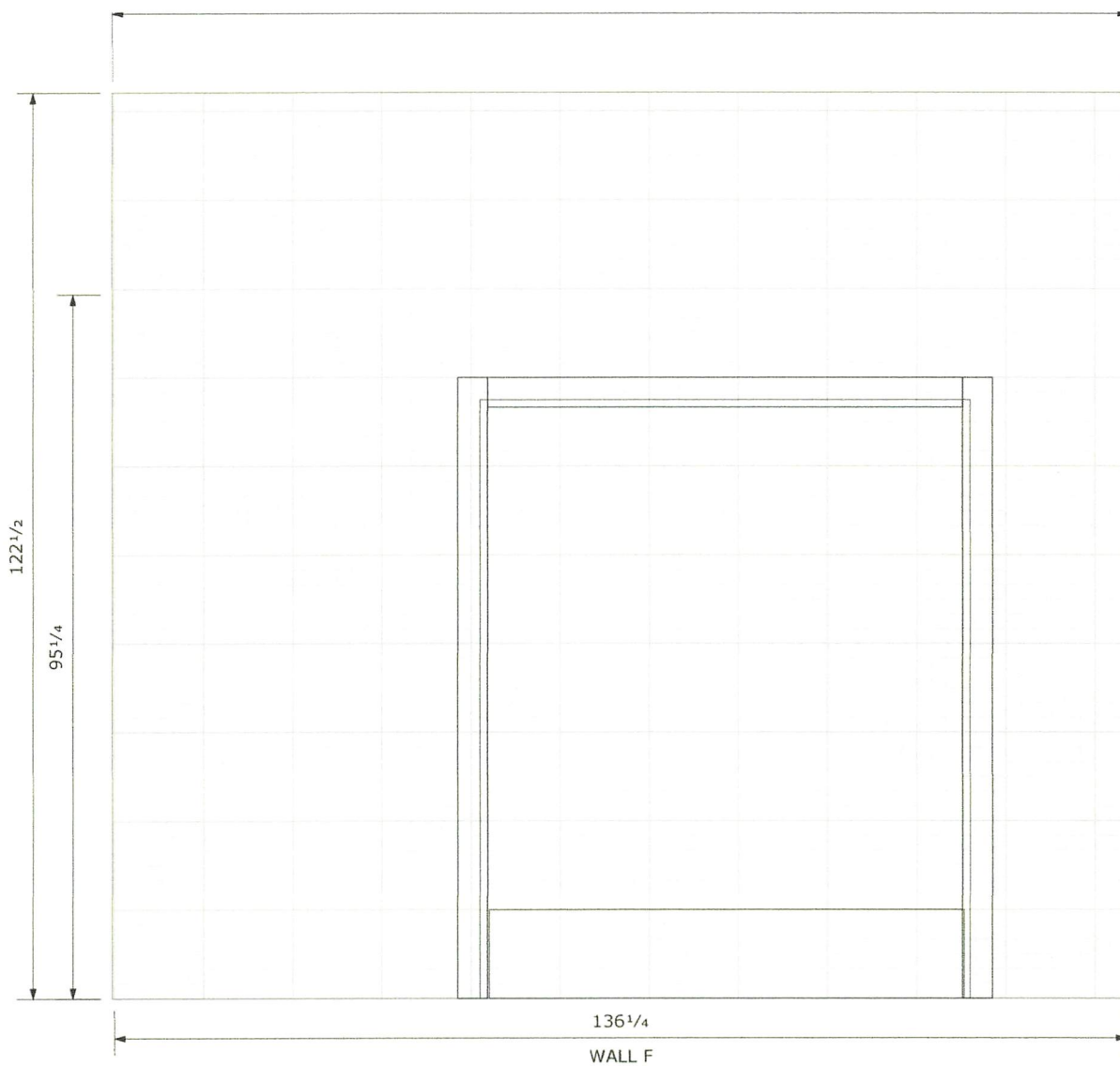
mayorlistek@townofyacolt.com



07/19/2021



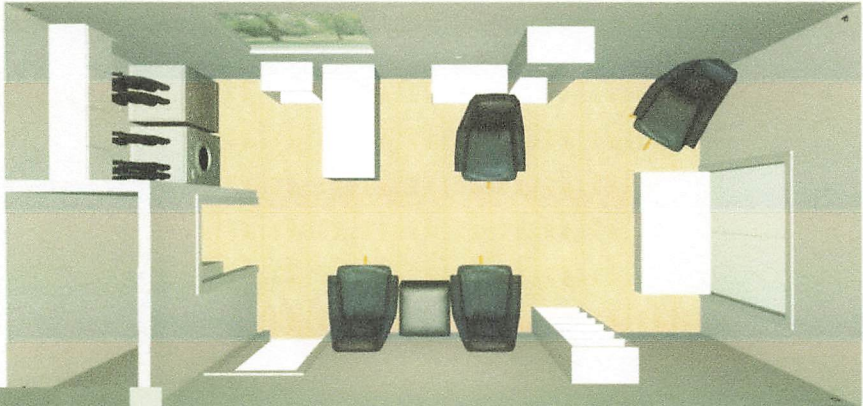




5555 - Carol_kaeli - Design1 [White]

Front Elevation
with have french doors

Design1 - White

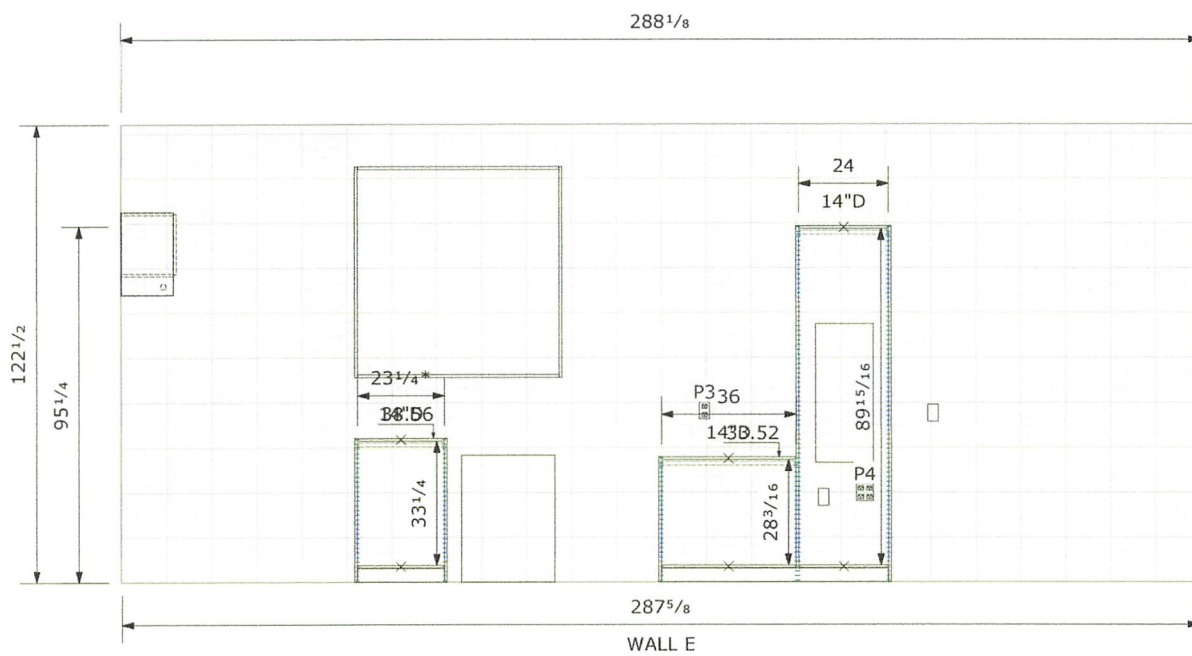


CALIFORNIA CLOSETS®
Designed by: Walsh, Amanda

kaeli Carol
Customer

\$2080.00
Quote

Printed: 05/21/23
revision 308
Page: 1 of 1



East Elevation

Thank you in advance for giving me the opportunity to add a service to the town of Yacolt while giving me the work life balance my family needs. My goal is to turn the third bay of my existing garage into a salon. In this space, I will provide service to customers roughly two days of week. My planned operating hours would be 10am - 5pm. The parking of my customers would be on my already paved driveway which has ample space and would not affect the neighborhood streets.(see attached photo) The biggest objective here is to allow me to be home more for the care of my young daughter who is in elementary, and childcare for her. This allows me to care for her while making a small income to contribute to my family. This service would benefit the town of Yacolt as well so other families would not have to travel into larger towns to get a hair cut or color. The total hours I plan would be 14-15 hours per week, with around no more than 10 customers per week. I have spoken with other residents in Yacolt and they have expressed excitement to have this service available in town. My family is not large as there is three of us primarily. I do have two step children that live out of town and visit occasionally on weekends. I would really appreciate the opportunity to have this salon at my house, I do think it's no different then others who moved their work from an office to their home since Covid. Giving them the work life balance so many need., I am asking for the same opportunity. While yes this is a service that allows customers to come to me, the small town of Yacolt would benefit as well with no impact on the traffic or parking issues. I am aware if I ever decide to sell my home this space zoning would remain with the home.

My addition to my house does not change the general appearance to my dwelling. No huge out buildings or changes are planned for this. All buildout would be constant with a typical remodel of a home. With the lack of retail space in the town of Yacolt, this in home business allows my clients that live in town to gain access to my services. Which they would otherwise have to drive out of town to other counties/cities. I feel my small salon would not affect the town negatively in any way. My business is an appointment based business so there would be no noise concerns to residents surrounding me. My business hours are during the day so there would no impact for disturbances. The small footprint of traffic will not even be noticed. This also covers any issues with loitering concerns because I only take appointments. I will connect with the health department per your request. I thank you for taking the time and really do think this opportunity to add this service would be very beneficial to the town and its residents while having minimal impact to the current town.

Thanks
Kaeli Carroll



Town of Yacolt Request for Council Action

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

Name: Chief Bryce Shirley

Group Name: Yacolt EMS

Address: 404 S. Parcel Ave.
Yacolt, WA 98675

Phone: (360) 686-3271

Email Address: b.shirley@northcountryems.org

Alt. Phone:

ITEM INFORMATION:

Item Title: Public Hearing for EMS 2024 Tax Levy, and Resolution #619

Proposed Meeting Date: November 13, 2023

Action Requested of Council: Following Chief Shirley's presentation, consider any public comments on the proposed EMS Levy; after the hearing, vote on adoption of Resolution #619, the proposed 2024 EMS Tax Levy

Proposed Motion: "I make a motion that the Town adopt (or does not adopt) Resolution #619 for the 2024 EMS Tax Levy, as presented."

Summary/ Background: By passing this Resolution, we will be giving Clark County the authority to collect Yacolt's portion of the taxes necessary to fund North Country EMS in 2024, ensuring continuation of their service as we have known it.

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

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

Ordinance / Resolution No. 619
RCW 84.55.120

WHEREAS, the Council of Town of Yacolt EMS has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2024; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 74,235.00; and,
(Previous year's levy amount)

WHEREAS, the population of this district is ☐ more than or ☒ less than 10,000; and now, therefore,
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy
is hereby authorized for the levy to be collected in the 2024 tax year.
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 742.35
which is a percentage increase of 1% from the previous year. This increase is exclusive of
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,
solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations
that have occurred and refunds made.

Adopted this 16 day of November, 2023.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Katelyn Listek,
(Name)

Mayor, for Town of Yacolt EMS, do hereby certify to
(Title) (District Name)

the Clark County legislative authority that the Council
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2024 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/13/23:
(Date of Public Hearing)

Regular Levy: \$74,977.35
(State the **total** dollar amount to be levied)

Excess Levy: _____
(State the **total** dollar amount to be levied)

Refund Levy: _____
(State the **total** dollar amount to be levied)

Signature: _____

Date: _____

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.



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: Public Hearing on 2024 Revenue, Resolution #620 Yacolt 2024 Property Tax Levy

Proposed Meeting Date: November 13, 2023

Action Requested of Council: Consider Clerk Fields' presentation and any public comments regarding expected revenues for 2024; following the hearing, approve or deny Resolution #620 for the Town's proposed 2024 Tax Levy.

Proposed Motion: "I move that the Town adopts (or denies adoption of) Resolution #620, approving a 1% increase over last year's levy."

Summary/ Background: Without further proceedings, the Town is allowed to increase their property tax levy by up to 1% over the prior year. While the Town's expenses have certainly increased by more than that, the Clerk feels that a 1% increase will be sufficient to ensure that the Town can meet its budget obligations. This Resolution allows for the 1% increase and directs Clark County to collect the taxes in 2024 on the Town's behalf.

Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com

Mayor Katelyn Listek

mayorlistek@townofyacolt.com

(360) 686-3922

Ordinance / Resolution No. 620

RCW 84.55.120

WHEREAS, the Council of Town of Yacolt has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2024; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 227,837.35; and,
(Previous year's levy amount)

WHEREAS, the population of this district is ☐ more than or ☒ less than 10,000; and now, therefore,
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy
is hereby authorized for the levy to be collected in the 2024 tax year.
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 2,278.37
which is a percentage increase of 1 % from the previous year. This increase is exclusive of
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,
solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations
that have occurred and refunds made.

Adopted this 13 day of November, 2023.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Katelyn Listek,
(Name)

Mayor, for Town of Yacolt, do hereby certify to
(Title) (District Name)

the Clark County legislative authority that the Council
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2024 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/13/2023 :
(Date of Public Hearing)

Regular Levy: \$230115.72
(State the **total** dollar amount to be levied)

Excess Levy: \$0.00
(State the **total** dollar amount to be levied)

Refund Levy: 0
(State the **total** dollar amount to be levied)

Signature: _____

Date: 11/13/23

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.



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: First Hearing re: 2024 Budget

Proposed Meeting Date: November 13, 2023

Action Requested of Council: Review the Preliminary Budget proposed, voice comments and/or concerns; consider any public comments; suggest any changes to the proposed budget in anticipation of budget approval next month.

Proposed Motion: None at this time; hearing only

Summary/ Background: The Yacolt Town Council has met at least 3 times over the past few months for special Budget Workshops. In these workshops, they mainly discussed priorities for expenditures for next year (and beyond). The proposed Preliminary Budget is the result both of those workshops and the Town Clerk's analysis of past actual revenues and expenditures, forecasted for next year. The Preliminary Budget presented tonight is packaged along with the Mayor's Message and Salary Schedule.

Washington State requires each municipality to conduct at least one, if not two Public Budget Hearings prior to adoption of the next year's budget. These hearings allow for the Town's residents to chime in, and for the Council to make changes to the proposed budget. The final hearing this year is required to be held by December 4th, which is when ours is scheduled. The budget must then be adopted before the end of December.

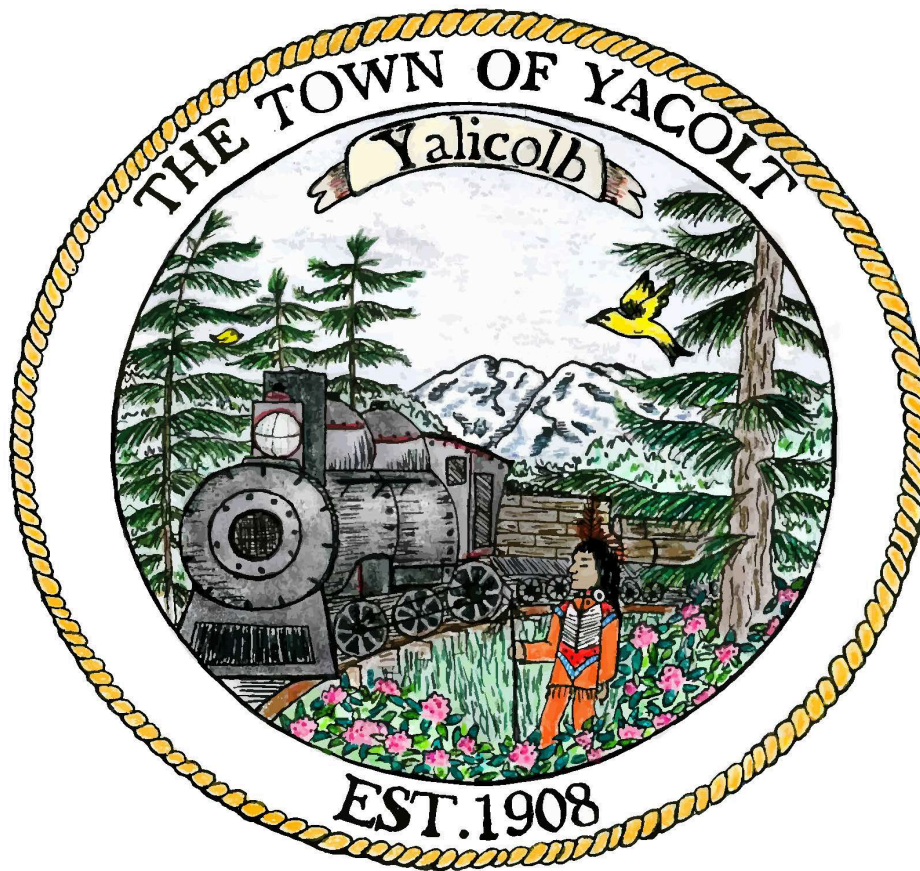
Staff Contact(s): Mayor Listek

mayorlistek@townofyacolt.com

(360) 686-3922

TOWN OF YACOLT

2024 BUDGET



TOWN OF YACOLT- 2024 BUDGET

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DIRECTORY OF TOWN OFFICIALS

ELECTED:

| | |
|----------------|---------------------|
| Katelyn Listek | Mayor |
| Ian Shealy | Council Position #1 |
| Kandi Peto | Council Position #2 |
| Craig Carroll | Council Position #3 |
| Ronald Homola | Council Position #4 |
| Marina Viray | Council Position #5 |

APPOINTED:

| | |
|----------------|---------------|
| David Ridenour | Town Attorney |
| Devin Jackson | Town Engineer |

EMPLOYEES:

| | |
|------------------|---|
| Stephanie Fields | Town Clerk |
| Terry Gardner | Public Works Director |
| Matthew Cox | Public Works Maintenance Supervisor |
| Sean LaBarbera | Public Works Administrative Assistant (Part-time) |
| Rochelle Yancey | Clerical Administrative Assistant (Part-time) |

MAYOR'S MESSAGE

To the Town Council and Residents of Yacolt,

What a blessing it has been to be able to lead and serve our beautiful Town of Yacolt, Washington. The past four years have been utterly challenging and yet completely rewarding at the same time. Serving as your Mayor has been the greatest honor, and I will always be grateful for the opportunity. During my time, I have overseen many projects and there are still some that are near completion. What a wonderful experience it has been even through the most difficult times that many of us have ever known. Thank you to those that have shown their support throughout my term of service. I am thankful for each and every one of you.

This past year has brought about many improvements all around town. The most notable update being the rubber surfacing that was completed this summer at the Town Park. What a beautiful update to our well-used park space. We were all able to enjoy it for the first time during Yacolt's annual "Night Out." The advantage of this upgraded surface is that it is easier to maintain and enhances usability for all ages and all abilities while improving upon safety as well. While we are still waiting on adaptable splash pad features, that too is still at the top of the list to be completed prior to our next summer season. Our electronic readerboard was also completed and is much easier to update. All of the old letters are now able to be used on our Southside readerboard which gives us the ability to display longer messages, and more of them at once.

In our Central Park location, we have completed the stage in front of the Town Square. In addition, we installed electrical outlets around the stage as well as outlets at the surrounding trees to be used during our Christmas time celebration. Behind the library, we will begin the leveling process in the spring to place our previously purchased raised garden beds for our very own community garden. I hope it becomes a place that invites people of all ages to plant, learn, and grow together. Overall, Central Park is a place of art, entertainment, and education. With our Veteran's memorial, library, local artwork, stage, embankment slide, and garden; it was established with the intention of bringing our community together at all times of the year to appreciate our small-town life.

The Recreational Park will be seeing new parking lot gates installed. This project is being done to discourage the parking lot vandalism which has been a continuous problem for our public works department, and to the surrounding neighbors, for many years. Access to the park will not be changed, and there will still be parking spaces available for daily use. Additional parking spaces located behind the gates will be available upon request to Town Hall for large events.

Our Town's Cemetery has been much more accessible with the addition of the road through the center. We are continuing to improve upon the grounds each year. We are in the process of adding posts with solar powered lights and section markers. These updates will provide a beautified resting place that is easier for visitors to navigate and locate grave sites.

With the loss of help from the Larch Correctional Crew, our regular cleaning schedule around town will be challenging for our Public Works Department. The crew was a part of our team, and we relied on a regular work crew to help our staff complete necessary tasks around town. These tasks included things such as mowing all town-owned property, cleaning sidewalks and streets, gathering fallen branches and pruning overhanging trees, preparing for events, and maintaining all of our parks. Their work was an immense help to our staff, and I am personally appreciative for the time they spent helping to make Yacolt a great place to call home.

The town has focused on building stronger relationships with the little leagues that use our town-owned ball fields. We are able to do so much more when we work together. Dangerous trees surrounding the fields have been marked for removal prior to the beginning of the Spring season, and additional alterations to the property will be a team effort. With the support of our town officials, the little league will be able to build a covered practice facility, and the town will make sure to help where we are needed.

While improving upon the Town's properties, likewise, we made improvements to our Town Events, and they have grown tremendously over the past four years. There have been growing pains along the way as we navigated through difficult times, but I believe our Town became even stronger than it was. We now have markets and events that are well established with additions such as the inflatable slide which has been welcomed at numerous events around the Town. The payment and voucher system for our annual Town Clean-Up has been streamlined and has improved the functionality of the event. The process for collecting is more efficient and has reduced the cost to the Town while giving us the ability to provide a better service to our community. The Easter Egg Hunt offers more eggs over a greater space, and each age range has their own time to "hunt" instead of everyone going all at once. Our Watermelon Eating Contest, Office Chair Races, and Kickball Tournament have been going strong for the past three years during our "Rendezvous Days" Celebration. What amazing traditions that I hope will continue to provide fun for all ages for years to come!

At our lovely Town Hall, there will be many anticipated changes taking place prior to the end of this year. Our Council Chambers will finally be moving upstairs to its originally desired location. All future council meetings will be held in a larger room that will facilitate a meeting with ease. It was such a pleasure to be able to clean, construct, and create a beautiful space that will be the Town's meeting location for years to come. In doing so, the previous room that was used for meetings will officially become a Community Room. Our Town Hall is available to be rented for events, and these updates to the building will make it more functional and enjoyable for all.

The budget for 2024 has been developed through many hours of reflection and contemplation with the town's employees, the Town Council, and residents of the town. It

reflects our commitment to improve upon the quality of life in Yacolt, and addresses our need for additional help in the Public Works Department with the loss of our regular work crew. Building upon the work done over the past few years to establish a functional and organized Public Works facility for securing and maintaining our properties and assets continues to be a priority. May the leaders continue to work together to serve in ways that strengthen our neighborhoods, provide community connection, and beautify our public spaces to create a more prosperous town.

There are no words to describe how overwhelmed I am with gratitude when reflecting on my time as your Mayor. God has truly blessed Yacolt, and only with Him, I was able to lead. I pray that He will continue to show His grace and guidance to the Mayor and Council as we transition into the new year and work to implement the budget.

Respectfully Yours,

Katelyn Listek

TOWN OF YACOLT SALARY SCHEDULE

| CLASSIFICATION | WAGE/SALARY | AVERAGE HRS./WEEK | HOURLY WAGE |
|---------------------------------------|-------------|----------------------|----------------|
| Town Clerk* | \$64,500 | 40 | \$31 |
| Administrative Assistant P/T | \$17,500 | 16 | \$21 |
| Public Works Director* | \$66,500 | 40 | \$32 |
| Public Works Maintenance Supv. * | \$58,250 | 40 | \$28 |
| Public Works Perm. Maintenance P/T | \$31,000 | 30 | \$20 |
| PW Administrative Assistant F/T | \$54,000 | 32-40 | \$26 |

[: + Any needed overtime for Meetings & Town Events]*

| | |
|----------------------------|--------------------------------|
| TOWN PAID BENEFITS: | |
| Full Time Employees | 90/10- Medical, Dental, Vision |
| Full Time Employees | 60/40 PERS |

2024 WAGE DISTRIBUTION OF PAYROLL & BENEFITS TO MULTIPLE FUNDS

| | |
|--|--------------------------------|
| Town Clerk, Admin. Assistants, Public Works Temp. P/T | General Fund |
| Public Works F/T, Perm. P/T Maint. | Streets, Cemetery, Storm Water |

2024 PROPOSED BUDGET

| 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 | \$ 1,550,000 | \$ 959,780 | \$ 2,509,780 | \$ 1,242,550 | \$ 1,267,230 |
| 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 | \$ 34,000 | \$ 10,500 | \$ 44,500 | \$ 26,000 | \$ 18,500 |
| 105 | REET Fund | \$ 240,000 | \$ 50,000 | \$ 290,000 | \$ 115,000 | \$ 175,000 |
| 114 | Park Impact Fees | \$ 72,000 | \$ 23,000 | \$ 95,000 | \$ 20,000 | \$ 75,000 |
| 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 | \$ 110,000 | \$ 50,000 | \$ 160,000 | \$ 156,500 | \$ 3,500 |
| | Totals | \$ 2,534,000 | \$ 1,425,280 | \$ 3,959,280 | \$ 2,272,550 | \$ 1,686,730 |

ORDINANCE #___

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; ESTABLISHING EMPLOYMENT POSITIONS AND SALARY/BENEFITS SCHEDULES; AND PROVIDING FOR SUMMARY PUBLICATION

Whereas, the Mayor of the Town of Yacolt, (hereafter “*Town*” or “*Yacolt*”), in consultation with the Town Clerk and the Town’s staff, prepared and submitted a preliminary annual budget for the fiscal year ending December 31, 2024 to the Town Council and filed the budget with the Town Clerk;

Whereas, the Town Clerk, pursuant to RCW 35.33.061, published a notice in the official newspaper of the Town for two consecutive weeks stating that the preliminary budget for 2024 had been filed with the Town Clerk on November 1, 2023 and would be made available to any taxpayer requesting a copy;

Whereas, pursuant to the published notice, the Town held public hearings on November 13, 2023 and December 11, 2023, for the purpose of receiving public comment regarding the preliminary 2024 budget and 2024 revenue sources, and all persons wishing to be heard were heard;

Whereas, the Town Council has considered the proposed 2024 annual budget, and has made such adjustments and changes to the budget as it deems necessary and proper;

Whereas, the proposed 2024 annual budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the Town for the purposes set forth in the budget, and the estimated expenditures set forth in the budget are sufficient and necessary to meet the various needs of the Town during fiscal year 2024;

Whereas, the Town Council finds that the Town’s 2024 budget is appropriate and necessary for the preservation of the general public health, safety and welfare of the community; reflects revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and is in the best interests of the Town and its residents; and,

Whereas, the Town Council is in regular session this 11th day of December, 2023, 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 - Adoption of Yacolt’s 2023 Annual Budget: The final annual budget for the Town of Yacolt, Washington, for the fiscal year ending December 31, 2024 is hereby adopted at the fund level in its final form and content as set forth in the document entitled “Town of Yacolt Budget 2024”, three copies of which are on file in the Office of the Town Clerk.

Section 3 - Summary of Yacolt’s 2024 Annual Budget: The Town’s estimated 2024 resources, including beginning fund balances and revenues for each separate fund, the appropriations authorized by the Town Council in the 2024 budget for each separate fund, and the aggregate totals (net of transactions between funds) for all such funds combined, are set forth in summary form 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 | \$ 1,550,000 | \$ 959,780 | \$ 2,509,780 | \$ 1,242,550 | \$ 1,267,230 |
| 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 | \$ 34,000 | \$ 10,500 | \$ 44,500 | \$ 26,000 | \$ 18,500 |
| 105 | REET Fund | \$ 240,000 | \$ 50,000 | \$ 290,000 | \$ 115,000 | \$ 175,000 |
| 114 | Park Impact Fees | \$ 72,000 | \$ 23,000 | \$ 95,000 | \$ 20,000 | \$ 75,000 |
| 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 | \$ 110,000 | \$ 50,000 | \$ 160,000 | \$ 156,500 | \$ 3,500 |
| | Totals | \$ 2,534,000 | \$ 1,425,280 | \$ 3,959,280 | \$ 2,272,550 | \$ 1,686,730 |

Section 4 - Authorities and Duties of the Mayor and Town Clerk: The Mayor and Town Clerk are hereby authorized and directed to make all adjustments to the 2024 Annual Budget to accomplish the purposes of this Ordinance. The Mayor is hereby authorized to fill such employment vacancies as may currently exist and/or as may occur in the future, up to total staffing levels specified in the budget, without further authorization.

Section 5 - Positions, Wages and Benefits for Town Employees: The various positions, salary ranges and benefits for the Town's employees are adopted in the form and amounts described in Exhibit A, attached hereto and incorporated herein. The Mayor may make salary adjustments as deemed appropriate in the exercise of reasonable discretion.

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 during fiscal year 2023 and prior to the effective date of this Ordinance is hereby ratified, approved and confirmed. Further, because the Town's operating budget for fiscal year 2024 relies upon anticipated year-end fund balances derived from revenues collected and expenditures incurred in fiscal year 2023, the Town Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the Town to the extent such revenues and expenditures are in accordance with the Town's budget for fiscal year 2023 or any subsequent budget amendments formally approved by the Town Council.

Section 7 - Severability and Construction: 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. If any provision of this Ordinance is found to be inconsistent with provisions of the Yacolt Municipal Code, this Ordinance is deemed to control.

Section 8 - Transmittal to AWC: Pursuant to RCW 35.33.075, the Town Clerk is hereby directed to transmit a copy of the complete, final 2024 annual budget (as adopted) to the Association of Washington Cities, together with a copy of this Budget Ordinance.

Section 9 - Yacolt Municipal Code: This Ordinance #___ 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 #___ shall not result in any amendment to the Yacolt Municipal Code.

Section 10 - Savings Clause: Except as provided herein and in any prior amendments, all provisions of Ordinance #588 shall remain in full force and effect.

Section 11 - 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 #___ 2024 Annual Budget

The Town Council of the Town of Yacolt adopted Ordinance #___ at its regularly scheduled Town Council meeting held on December 11, 2023. The content of the Ordinance is summarized in its title as follows:

"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; Establishing Employment Positions and Salary/Benefits Schedules; and Providing for Summary Publication"

The effective date of the Ordinance is December 20, 2023.

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 20th day of December, 2023.
Stephanie Fields, Town Clerk

PASSED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 11th day of December, 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 Ordinance is a true and correct copy of Ordinance #___ of the Town of Yacolt, Washington, 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; Establishing Employment Positions and Salary/Benefits Schedules; and Providing for Summary Publication" as approved according to law by the Town Council on the date therein mentioned. The Ordinance has been published or posted according to law.

Attest:

Stephanie Fields, Town Clerk

Approved: December 11, 2023

Published: December 20, 2023

Effective Date: December 20, 2023

Ordinance Number: ____

Exhibit “A” to Town of Yacolt Ordinance #___:

TOWN OF YACOLT SALARY SCHEDULE

| CLASSIFICATION | WAGE/SALARY | AVERAGE HRS. /WEEK | HOURLY WAGE |
|---------------------------------------|-------------|-----------------------|----------------|
| Town Clerk* | \$64,500 | 40 | \$31 |
| Administrative Assistant P/T | \$17,500 | 16 | \$21 |
| Public Works Director* | \$66,500 | 40 | \$32 |
| Public Works Maintenance Supv. * | \$58,250 | 40 | \$28 |
| Public Works Perm. Maintenance P/T | \$31,000 | 30 | \$20 |
| PW Administrative Assistant F/T | \$54,000 | 32-40 | \$26 |

[: + Any needed overtime for Meetings & Town Events]*

| | |
|----------------------------|--------------------------------|
| TOWN PAID BENEFITS: | |
| Full Time Employees | 90/10- Medical, Dental, Vision |
| Full Time Employees | 60/40 PERS |

2024 WAGE DISTRIBUTION OF PAYROLL & BENEFITS TO MULTIPLE FUNDS

| | |
|--|--------------------------------|
| Town Clerk, Admin. Assistants, Public Works Temp. P/T | General Fund |
| Public Works F/T, Perm. P/T Maint. | Streets, Cemetery, Storm Water |



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: 2nd Amendment to Intergovernmental Agreement between Clark County and most of its cities, regarding CDBG and HOME grant administration.

Proposed Meeting Date: November 13, 2023

Action Requested of Council: Consider approving of a 2nd Amendment to the Agreement, re: compliance with Sec. 3 of the HUD Act of 1968.

Proposed Motion: "I move that we agree to the terms of the 2nd Amendment to the Intergovernmental Agreement between Clark County and the cities mentioned below, thereby committing to comply with Sec. 3 of the HUD Act of 1968."

Summary/ Background: At the October 9th Yacolt Town Council meeting, Council approved an Amendment to the Intergovernmental Agreement between Clark County and the Cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, Woodland, and Town of Yacolt regarding administration of CDBG and HOME grants. Then on November 1, the County notified Yacolt that they had missed something in that Amendment and they would need to have all of the listed entities also agree to comply with Section 3 of the Housing and Urban Development Act of 1968, or they could lose their ability to receive and distribute these grant funds. In summary, Section 3 represents HUD's policy for providing preference for new employment, training, and contracting opportunities created from the usage of covered HUD funds to low- and very low-income residents of the community where certain funds are spent (regardless of race or gender), and the businesses that substantially employ these persons. The 2nd Amendment is attached.

Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com

Mayor Katelyn Listek

mayorlistek@townofyacolt.com

(360) 686-3922

#2014-HUD-CITIES

Second Amendment to Intergovernmental Agreement

Between Clark County and the Cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, Woodland, and Town of Yacolt

In compliance with Federal Department of Housing and Urban Development regulations in CPD Notice 23-02, the Intergovernmental Agreement is amended to include the following provisions:

The COUNTY and CITY agree to comply with Section 3 of the Housing and Urban Development Act of 1968.

CLARK COUNTY

Approved as to form:

Signature

Date

Kathleen Otto, County Manager

Date

CITY OF CAMAS

Approved as to form:

Signature

Date

Mayor Signature

Date

CITY OF BATTLE GROUND

Approved as to form:

Signature

Date

City Manager Signature

Date

CITY OF LA CENTER

Approved as to form:

Signature

Date

Mayor Signature

Date

CITY OF RIDGEFIELD

Approved as to form:

Signature

Date

City Manager Signature

Date

CITY OF WOODLAND

Approved as to form:

Signature

Date

Mayor Signature

Date

CITY OF WASHOUGAL

Approved as to form:

Signature

Date

City Manager Signature

Date

TOWN OF YACOLT

Approved as to form:

Signature

Date

Mayor Signature

Date



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: Interlocal Agreement for Cooperative Climate Planning/Research

Proposed Meeting Date: November 13, 2023

Action Requested of Council: Decide if you would like to join with other municipalities to have Clark County perform some Climate Planning research and administration on our behalf, for a relatively small fee, and to be paid by one of the grants we expect to be receiving from the Washington Department of Commerce.

Proposed Motion: "I move that the Town of Yacolt participates (or does not participate) in the Interlocal Agreement between and among Clark County and the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, and the Town of Yacolt for Cooperative Climate Planning."

Summary/ Background: The Department of Commerce has earmarked a grant of up to \$100,000 for the Town to use toward the Climate Planning element of its Comprehensive Growth Plan update, which is due by June, 2025. HB 1181 and RCW 36.70A.070 dictates requirements for small cities/towns to include a resilience sub-element within the Climate element of our Growth Plan update. Because impacts from climate change cross jurisdictional boundaries, this part of the planning is best achieved through a cooperative effort.

A copy of the proposed Agreement is attached; Exhibit A is the scope of work to be performed, and Exhibit B shows the maximum costs per jurisdiction (Yacolt's cost is not to exceed \$5,650.)

Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com

(360) 686-3922

Mayor Katelyn Listek

mayorlistek@townofyacolt.com

1 **INTERLOCAL AGREEMENT BETWEEN AND AMONG CLARK COUNTY AND THE CITIES OF BATTLE**
2 **GROUND, CAMAS, LA CENTER, RIDGEFIELD, WASHOUGAL, AND THE TOWN OF YACOLT FOR**
3 **COOPERATIVE CLIMATE PLANNING**

4 THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal
5 Cooperation Act, Chapter 39.34 RCW, between and among Clark County, a governmental subdivision of
6 the State of Washington ("County"), and the Cities of Battle Ground, Camas, La Center, Ridgefield,
7 Washougal, and the Town of Yacolt, municipal corporations of the State of Washington (together, "Cities").
8 The County and the Cities may be referred to together as "Parties".

9 WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), two or more public
10 agencies may contract with one another to jointly perform government functions or services which each
11 is by law authorized to perform; and

12 WHEREAS, Engrossed Second Substitute House Bill 1181, Chapter 228 Laws of 2023, amended
13 Chapter 36.70A RCW, the Growth Management Act ("GMA"), in several respects to require that counties
14 planning under GMA and cities within those counties are required to include Climate Elements as part of
15 their Comprehensive Growth Management Plan periodic reviews, which for Clark County and the cities
16 within it, are due June 30, 2025; and

17 WHEREAS, pursuant to RCW 36.70A.070 (as amended and effective July 23, 2023) and Laws of
18 2023, C. 228, S. 4, which adopted a new section of GMA, each of the Parties with a population greater
19 than 6,000 people must include two sub-elements within its Climate Element: a greenhouse gas emissions
20 reduction sub-element and a resilience sub-element; and

21 WHEREAS, pursuant to RCW 36.70A.070 (2023) and Laws of 2023, C. 228, S. 4, each of the Parties
22 with a population less than 6,000 people must include only the resilience sub-element within its Climate
23 Element; and

24 WHEREAS, dependent upon funding by the legislature, the Washington State Department of
25 Commerce ("Commerce") is expected to provide a grant pursuant to RCW 36.70A.190 (as amended and
26 effective July, 2023) to develop climate elements for jurisdictions to incorporate in comprehensive growth
27 management plan periodic reviews; and

28 WHEREAS, because pollution caused by greenhouse gas emissions and the impacts from climate
29 change such as wildfire smoke, flooding, and extreme weather crosses jurisdictional boundaries, planning
30 for climate change is best achieved through cooperative and collaborative planning; and

31 WHEREAS, funding and timing efficiencies and economies of scale in use of expected grant funds
32 can be realized by cooperative and collaborative climate element planning;

33 NOW THEREFORE,

34 The Parties agree as follows:

35 SECTION 1. ADOPTION OF RECITALS. The recitals set forth above are hereby adopted as the factual
36 and legal bases for this Agreement.

37 SECTION 2. PURPOSE. The purpose of this Agreement is to set forth the following necessary
38 features of cooperative climate element planning using expected Department of Commerce grant funds:

- 1 A. An administrative structure;
- 2 B. Agreed-upon goals; and
- 3 C. Identified tasks and responsibilities.

4 SECTION 3. ADMINISTRATIVE STRUCTURE. This Agreement does not establish a separate legal
5 entity to carry out the cooperative climate element planning undertaken herein. The following paragraphs
6 make provision for a joint board and administrator responsible for the undertaking.

7 A. Joint Board. A Board is hereby established as the Project Management Team. The Board
8 consists of two staff representing Clark County, and one staff representing each of the other Parties.

9 B. Administrator. Clark County Community Planning is designated as the Project Manager to
10 administer this Agreement.

11 C. Communications. The Project Manager and the Project Management Team will
12 communicate via in-person meetings, web-based meetings, telephone or e-mail to relay information,
13 answer questions, or raise concerns. All Parties will respond promptly to communications. The Project
14 Manager will ensure that information related to the project is timely provided to the Parties, among the
15 Parties, and between the Parties and the Washington State Department of Commerce.

16 D. Documents to be Provided. The Project Manager will cause to be distributed to each Party
17 an electronic copy, or where electronic copies are not efficacious, one (or more if necessary) hard copies
18 of review documents and deliverables as described in the Scope of Work attached hereto as Exhibit A.

19 E. Decision-Making. Decision-making will ordinarily be by consensus, but if no consensus can
20 be reached, decision-making will be by majority vote of all Parties, with each Party having one vote. In the
21 event of a tie vote, the Project Manager will make the final decision.

22 F. Record-Keeping. The Project Manager will keep the official project records and make them
23 available to the Project Management Team.

24 SECTION 4. AGREED-UPON GOALS. The Parties agree to the following goals necessary for
25 cooperative climate element planning:

- 26 A. The Parties intend to develop mutually consistent climate elements.
- 27 B. Each Party will cooperate to carry out the terms of the agreed Scope of Work.
- 28 C. The Parties establish the following priorities, in priority order, for spending funds:
 - 29 1. Baseline greenhouse gas emissions inventory;
 - 30 2. Baseline vehicle miles traveled per capita study or evaluation;
 - 31 3. Documentation of approach and sources for Section 4(C)1 and 2 as described in the
 - 32 Exhibit A scope of work;
 - 33 4. Exploration of climate impacts;
 - 34 5. Resilience plan and policy audit of Clark Regional Natural Hazard Mitigation Plan and
 - 35 each Party's Comprehensive Growth Management Plan;
 - 36 6. If needed, based on outcomes of the resilience plan and policy audit, assessment of
 - 37 vulnerability and risk;
 - 38 7. Documentation of approach and sources for Section 4(C)4 through 6 as described in
 - 39 the Exhibit A scope of work;
 - 40 8. Consultant technical support to each Party in setting greenhouse gas emission and
 - 41 vehicle miles traveled reduction targets for the planning period 2025-2045;

9. Consultant technical support to each Party to answer questions or present information to decision makers regarding the greenhouse gas emissions sub-element;
10. Consultant technical support to each Party to answer questions or present information to decision makers regarding the resilience sub-element;
11. Consultant communication and planning with Project Management Team for the greenhouse gas sub-element; and
12. Consultant communication and planning with the Project Management Team for the resilience sub-element.

D. The City of La Center and Town of Yacolt will only participate in resilience sub-element planning. The county shall ensure these Parties' funds will only be spent on resilience related items, Section 4(C)4 through 7, 10, and 12.

E. The Parties will jointly establish a regional approach to the items listed in Section 4(C).

SECTION 5. IDENTIFIED TASKS AND RESPONSIBILITIES

A. The Parties agree to the Scope of Work in Exhibit A to achieve the agreed upon climate planning priorities.

B. Each Party shall apply for its own Department of Commerce Climate Planning Grant funds.

C. If Climate Planning Grant funds are obtained from the Department of Commerce, each Party shall enter into any necessary contracts with the Department of Commerce for use of funds obtained from the grant.

D. Each Party shall administer its respective Department of Commerce Climate Planning Grant agreement. Grant administration may include activities such as submitting documentation to the Department of Commerce to receive Climate Planning Grant payment.

E. Each Party may have additional climate planning Scope of Work duties outside this Agreement that are required by the Party's respective Department of Commerce Climate Planning Grant.

F. Clark County shall submit to each Party all deliverables in the Exhibit A Scope of Work.

G. The agreed-upon amount that each Party shall pay to Clark County including a total not-to-exceed amount is specified in the Budget attached hereto as Exhibit B.

H. Clark County Community Planning shall issue a Request for Proposals for technical consultant services necessary to implement the agreed-upon Scope of Work.

I. Each Party is solely responsible for any legislative action it may take to consider and adopt a Climate Element as part of its Comprehensive Growth Management Plan periodic review due by June 30, 2025.

SECTION 6. TERM. This Agreement shall become effective upon the date a fully executed original is recorded with the Clark County Auditor in accordance with Section 23. Subject to the provisions of Sections 7 and 8, it shall remain in effect through June 30, 2025; provided, however, that Sections 10, 11, 13, 14, 16, 17, 18, 24, and 25 shall survive termination pursuant to this Section, or otherwise.

SECTION 7. TERMINATION. Any Party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty (30) days prior to termination. Termination of participation shall not entitle a party to assert any claim to unexpended Commerce grant funds. Any terminating party shall continue to be entitled to, and pay for, work products generated pursuant to this Agreement through the termination date of this Agreement.

1
2 SECTION 8. EXTENSIONS. The term of this Agreement may be extended for one additional year,
3 until June 30, 2026, by mutual written agreement of all Parties at least fifteen (15) days prior to the
4 expiration of this Agreement. The written agreement shall be in the form of an amendment pursuant to
5 Section 21 below.
6

7 SECTION 9. COST OF SERVICE. Once deliverables in the Exhibit A Scope of Work are delivered to
8 each Party, Clark County is responsible for providing an invoice to each Party for their portion of the
9 deliverable cost as specified in the Exhibit B Budget. Except as provided in this section, no party will charge
10 another Party for services rendered under this Agreement.
11

12 SECTION 10. BILLING METHOD AND PROCESS. Each Party shall pay the Clark County for
13 deliverables upon receipt of a written invoice according to the Scope of Work set forth in Exhibit A and the
14 funding arrangement set forth in Exhibit B. The parties mutually agree that in no event may the amount
15 paid by any Party to Clark County exceed the not-to-exceed dollar amount stated in Exhibit B without prior
16 written approval by the Party providing payment, and that absent such prior approval, the Party shall not
17 be obliged to pay any amount in excess of the not-to-exceed dollar amount stated in Exhibit B.
18

19 SECTION 11. DISPUTE RESOLUTION. If there is a dispute among the Parties regarding the delivery
20 of services under this Agreement, payment of any amount due pursuant to Section 10, or any other
21 controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement,
22 each will attempt to address it by conferring in good faith to reach a resolution before filing a lawsuit
23 against the other Party.
24

25 SECTION 12. INDEPENDENT CONTRACTOR. The Parties are and shall at all times be deemed to be
26 independent contractors in the provision, performance, or use of the services set forth in this Agreement.
27 Nothing herein shall be construed as creating the relationship of employer and employee, or principal and
28 agent, between the Parties. Each Party shall retain all authority for provision of services, standards of
29 performance, discipline and control of personnel, and other matters incident to its performance of services
30 pursuant to this Agreement. Nothing in this Agreement shall make any employee of any Party an employee
31 of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of
32 benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their
33 respective employees by virtue of their employment.
34

35 SECTION 13. HOLD HARMLESS/INDEMNIFICATION. It is understood and agreed that each Party will
36 be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless
37 the other Parties from any and all resulting claims, losses, or causes of action, suits and actions of any kind
38 in law or equity.
39

40 SECTION 14. ATTORNEYS FEES AND COSTS. Each Party shall bear its own attorneys' fees and costs
41 of enforcing the rights and responsibilities under this Agreement.
42

1 SECTION 15. ASSIGNMENT/SUBCONTRACTING. No Party shall transfer, assign, or subcontract, in
2 whole or in part, any or all of its respective rights or obligations under this Agreement without the prior
3 written consent of the other Parties, which may be withheld for any reason.
4

5 SECTION 16. NO THIRD PARTY BENEFICIARY. The Parties do not intend by this Agreement to
6 assume any contractual obligations to anyone other than each other. The Parties do not intend there to
7 be any third-party beneficiary to this Agreement.
8

9 SECTION 17. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered,
10 postage prepaid and addressed as follows, provided that the name and address to which notices shall be
11 directed may be changed by any Party giving the other Parties notice of such change as provided in this
12 section:

13 To Clark County:

14 CLARK COUNTY
15 Community Planning
16 PO Box 9810
17 Vancouver, WA 98666-9810
18 Attention: Jenna Kay, Planner III, and
19 Gary Albrecht, Planner III

20 To the City of Battle Ground

21 CITY OF BATTLE GROUND
22 Planning Department
23 109 SW 1st Street, Suite 127
24 Battle Ground, WA 98604
25 Attention: Sam Crummett, Community Development Director

26 To the City of Camas

27 CITY OF CAMAS
28 Planning Division
29 616 NE 4th Avenue
30 Camas, WA 98607
31 Attention: Alan Peters, Community Development Director

32 To the City of La Center

33 CITY OF LA CENTER
34 Community Development
35 210 E. 4th St.
36 La Center, WA 98629
37 Attention: Bryan Kast, Community Development/Public Works Director

38 To the City of Ridgefield

39 CITY OF RIDGEFIELD

Community Development
PO Box 608
Ridgefield, WA 98642
Attention: Claire Lust, Community Development Director

To the City of Washougal

CITY OF WASHOUGAL
Community Development
1701 C Street
Washougal, WA 98671
Attention: Mitch Kneipp, Community Development Director

To the Town of Yacolt

TOWN OF YACOLT
PO Box 160
Yacolt, WA 98675
Attention: Stephanie Fields, Clerk

SECTION 18. WAIVER. No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision.

SECTION 19. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 2 (Purpose). Its duration is as specified in Section 6 (Term). Its method of termination is set forth in Section 7 (Termination). Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 5 (Identified Tasks and Responsibilities), 9 (Cost of Service) and 10 (Billing Method and Process). No real or personal property shall be acquired pursuant to this Agreement that will need to be disposed of upon partial or complete termination of this Agreement. No separate legal entity is created by this Agreement, which is to be administered pursuant to Sections 3 (Administrative Structure), 4 (Agreed-Upon Goals), and 5 (Identified Tasks and Responsibilities).

SECTION 20. ENTIRE AGREEMENT. This Agreement, as amended pursuant to Section 21, contains the entire agreement of the parties with respect to the subject matter covered or mentioned therein, and no prior or other Agreement shall be effective to the contrary.

SECTION 21. AMENDMENT. The provisions of this Agreement may be amended by the mutual written consent of the Parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed as an amendment by the duly authorized agent of each Party.

SECTION 22. COUNTERPARTS. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SECTION 23. DOCUMENT EXECUTION AND FILING. The Parties agree that there shall be 4 duplicate originals of this Agreement prepared and distributed for signature by the necessary officials of each Party.

Each Party who executes this Agreement shall cause two executed originals to be returned to the Project Manager, who shall date it below, and shall cause one executed original be filed with the Clark County Auditor, retain one original for its records, and distribute conformed copies to the designated agents of the Parties pursuant to Section 17 (Notice). Upon filing with the Clark County Auditor of the signed original, such signed original shall constitute an Agreement binding upon the parties.

SECTION 24. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement or of the Agreement as a whole.

SECTION 25. GOVERNING LAW. This Agreement shall be governed as to interpretation and execution by the laws of the State of Washington, except for choice law provisions. Venue for any litigation shall be in accordance with RCW 36.01.050.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in its respective name by its duly authorized officers and has caused this Agreement to be dated as of the 5th day of December, 2023.

FOR CITY OF BATTLE GROUND, a municipal corporation

By: _____

Erin Erdman, City Manager

ATTEST:

By: _____

Elizabeth Halili, City Clerk

APPROVED as to form:

By: _____

Kirk Ehlis, Menke Jackson Beyer, City Attorney

FOR CITY OF CAMAS a municipal corporation

By: _____

Steve Hogan, Mayor

ATTEST:

By: _____

Sydney Baker, City Clerk

APPROVED as to form:

1 By: _____

2 Shawn MacPherson, City Attorney

3

4 FOR CLARK COUNTY, a municipal corporation

5 COUNTY COUNCIL

6 CLARK COUNTY, WASHINGTON

7

8 Attest:

9 _____

By: _____

10 Clerk to the Council

Karen Dill Bowerman, Chair

11

12 By: _____

13 Glen Yung, Councilor

14

15 By: _____

16 Michelle Belkot, Councilor

17 Approved as to Form Only:

18 Anthony F. Golik

By: _____

19 Prosecuting Attorney

Gary Medvigy, Councilor

20

21 By: _____

By: _____

22 Christine Cook,

Sue Marshall, Councilor

23 Sr. Deputy Prosecuting Attorney

24

25 FOR CITY OF LA CENTER a municipal corporation

26 By: _____

27 Thomas Strobehn, Mayor

28 ATTEST:

29

1 By: _____

2 Maria Swinger-Inskeep, City Clerk

3 APPROVED as to form:

4 By: _____

5 Bronson Potter, City Attorney

6

7 FOR CITY OF RIDGEFIELD, a municipal corporation

8 By: _____

9 Steve Stuart, City Manager

10 ATTEST:

11 By: _____

12 Julie Ferris, City Clerk

13 APPROVED as to form:

14 By: _____

15 Janean Parker, City Attorney

16

17 FOR CITY OF WASHOUGAL, a municipal corporation

18 By: _____

19 David Scott, City Manager

20 ATTEST:

21 By: _____

22 Daniel Layer, Finance Director/City Clerk

23 APPROVED as to form:

24 By: _____

25 Robert Zeinemann, City Attorney

26

27 FOR TOWN OF YACOLT, a municipal corporation

28 By: _____

29 Katelyn Listek, Mayor

1 ATTEST:

2 By: _____

3 Stephanie Fields, Town Clerk

4 APPROVED as to form:

5 By: _____

6 David Ridenour, Town Attorney

7

Exhibit A

Scope of Work for Cooperative Climate Planning

Task 1: Greenhouse gas reduction sub-element baseline data collection technical assistance

Task description: This task is for a consultant to provide baseline data collection and technical support in development of the greenhouse gas reduction sub-elements for Clark County and the Cities of Battle Ground, Camas, Ridgefield, and Washougal consistent with E2SHB 1181 and the December 2023 Department of Commerce Climate Element guidance.

Deliverables:

- 1.1 A consultant provided baseline greenhouse gas emissions inventory report for each of the following communities: Cities of Battle Ground, Camas, Ridgefield, Washougal, unincorporated Clark County, and countywide. The greenhouse gas emissions inventory for the unincorporated county needs to differentiate between urban and rural areas.
 - The county and cities' Project Management Team can assist the county-hired consultant in locating data managed by respective local government entities. Otherwise, the technical consultant will be responsible for collecting data for the emissions inventory.
 - Consultant calculated baseline energy usage and emissions for each participating jurisdiction must be done using non-proprietary methods and all assumptions, calculations, data sources, and key contacts must be made available to the participating jurisdictions.
 - This deliverable includes a separate report for each party that textually and graphically presents the greenhouse gas emissions inventory and identifies emissions over which each participating jurisdiction may have significant influence (as well as additional communitywide emissions). The report will identify top-priority sources of greenhouse gas emissions for which reduction strategies could be developed in later phases of the climate change planning process. The report will include documentation of approach used to develop baselines, to serve as documentation for use of best available science/scientific credibility, incorporation of environmental justice, and other Growth Management Act mandated requirements applicable to this task.
- 1.2 A consultant will train county staff to update the greenhouse gas emissions inventory moving forward.
 - The county-hired technical consultant will be training county staff with the information and materials necessary to replicate the greenhouse gas emissions calculations used for the base year inventory, track progress, and generate reports. The consultant will hold training sessions (no less than 3) for county staff to learn how to update the inventory.
 - City staff will be invited to join the inventory training, if of interest. This is an optional item the cities may choose to participate in.
- 1.3 A consultant provided baseline vehicle miles traveled (VMT) per capita study or evaluation for the Cities of Battle Ground, Camas, Ridgefield, Washougal, unincorporated Clark County, and

countywide. Data for the unincorporated county needs to differentiate between urban and rural areas.

- Consultant approach must be made in collaboration with Regional Transportation Council (RTC) staff.
- The county will provide each jurisdiction with a copy of the study/evaluation.

1.4 Consultant-provided support to stakeholder groups, staff, and decision makers in setting greenhouse gas emission and VMT reduction targets for the planning period 2025-2045.

- This deliverable includes technical consultant preparation of presentation materials for each jurisdiction.
- This deliverable includes the technical consultant being available to answer questions or present information to stakeholder groups and local decision makers for each jurisdiction.

1.5 Communication and planning with the technical consultant.

- This deliverable includes county coordination and communication with the technical consultant.

Task 2: Climate resiliency sub-element foundational research and technical assistance

Task description: This task is for a consultant to provide foundational data, research, and technical support in development of the resilience sub-elements for the county and Cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, and the Town of Yacolt, consistent with E2SHB 1181 and the December 2023 Department of Commerce Climate Element guidance. This task includes exploration of climate impacts; an audit of plans and policies; and, if needed, assessment of vulnerability and risk.

Deliverables:

2.1 Consultant provided documentation of approach and sources for foundational data and research to serve as county and cities' documentation for use of best available science/scientific credibility, incorporation of environmental justice, and other legislatively mandated requirements.

2.2 Consultant lead exploration of Climate Impacts with a focus on vulnerable communities and consistent with Department of Commerce guidance.

- Identification of climate impact exploration tool to use with stakeholder groups and confirmed with county and city Project Management Team.
- Climate exploration activity/discussion that helps stakeholder groups better understand/explore impacts and helps stakeholders identify priority climate impacts for the project. County and city Project Management Team to confirm stakeholders to invite to activity/discussion.
- A summary of recommended priority climate impacts that is created for general public understanding for each participating jurisdiction. A focus on vulnerable communities is expected to be included in the approach for identifying priority climate impacts.

2.3 Consultant provided summary of the results of an audit of plans and policies consistent with Department of Commerce guidance.

- The plan and policy audit should prioritize the [Clark Regional Natural Hazard Mitigation Plan](#) and existing county and city comprehensive plans. There are likely other plans and policies that could be considered in this step, time and budget permitting.
- 2.4 If needed, based on the outcomes of the plan and policy audit, a consultant provided assessment of vulnerability and risk, consistent with Department of Commerce guidance.
- This deliverable includes documentation of the results of the vulnerability and risk assessment for each jurisdiction consistent with the Department of Commerce Guidance.
 - Any maps developed by the consultant through the vulnerability and risk assessment will be provided to all jurisdictions.
- 2.5 Consultant availability to field questions from stakeholder groups, staff, and speak with decision makers, if needed.
- This deliverable includes the technical consultant being available to answer questions or present information to stakeholder groups and local decision makers for each jurisdiction.
- 2.6 Communication and planning with the technical consultant.
- This deliverable includes county coordination and communication with the technical consultant.

Task 3: Project Management

Task description: This task includes work focused on county project communication, coordination, and administration with the cities.

Deliverables:

- 3.1 Communication and coordination with cities.
- 3.2 Interlocal agreement administration including provision of deliverables and invoices.

Exhibit B
Budget for Cooperative Climate Planning

| | County | Battle Ground | Camas | La Center | Ridgefield | Washougal | Yacolt |
|---|----------|---------------|-------------|------------|-------------|-------------|------------|
| GHG sub-element payment percentage per deliverable | 28.5714% | 17.8571% | 17.8571% | 0.0000% | 17.8571% | 17.8571% | 0.0000% |
| Resilience sub-element payment percentage per deliverable | 25.0000% | 15.6250% | 15.6250% | 6.2500% | 15.6250% | 15.6250% | 6.2500% |
| Total payment to Clark County not to exceed amount | N/A | \$40,096.37 | \$40,096.37 | \$5,650.00 | \$40,096.37 | \$40,096.37 | \$5,650.00 |

Note: Percentages are based on the proportion of money each party is expected to receive from the Department of Commerce. Totals are based on the total expected cost per Party based on consultant proposals. For task items that are county-specific, \$0 will be paid by the other Parties.

| | County | Battle Ground | Camas | La Center | Ridgefield | Washougal | Yacolt | Total Cost | Assumptions |
|---|---------------------|---------------------|---------------------|--------------------|---------------------|---------------------|--------------------|----------------------|------------------|
| Task 1: GHG Reduction Assistance | | | | | | | | | |
| 1.1 Greenhouse gas emissions inventory | \$ 24,846.83 | \$ 15,529.25 | \$ 15,529.25 | \$ - | \$ 15,529.25 | \$ 15,529.25 | \$ - | \$ 86,964.00 | |
| 1.2 Train county staff to update GHG inventory moving forward | \$ 6,959.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,959.00 | County-only task |
| 1.3 VMT per capita study/evaluation | \$ 3,958.85 | \$ 2,474.28 | \$ 2,474.28 | \$ - | \$ 2,474.28 | \$ 2,474.28 | \$ - | \$ 13,856.00 | |
| 1.4 GHG emission and VMT reduction target setting support, answering questions and presenting information | \$ 11,891.42 | \$ 7,432.13 | \$ 7,432.13 | \$ - | \$ 7,432.13 | \$ 7,432.13 | \$ - | \$ 41,620.00 | |
| 1.5 Communication and planning with technical consultant | \$ 857.14 | \$ 535.71 | \$ 535.71 | \$ - | \$ 535.71 | \$ 535.71 | \$ - | \$ 3,000.00 | |
| Sub-total | \$ 48,513.24 | \$ 25,971.37 | \$ 25,971.37 | \$ - | \$ 25,971.37 | \$ 25,971.37 | \$ - | \$ 152,399.00 | |
| Task 2: Resilience Assistance | | | | | | | | | |
| 2.1 Documentation of approach | \$ 4,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 1,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 1,000.00 | \$ 16,000.00 | |
| 2.2 Exploration of climate impacts | \$ 6,000.00 | \$ 3,750.00 | \$ 3,750.00 | \$ 1,500.00 | \$ 3,750.00 | \$ 3,750.00 | \$ 1,500.00 | \$ 24,000.00 | |
| 2.3 Audit summary | \$ 2,000.00 | \$ 1,250.00 | \$ 1,250.00 | \$ 500.00 | \$ 1,250.00 | \$ 1,250.00 | \$ 500.00 | \$ 8,000.00 | |
| 2.4 Assessment of vulnerability and risk | \$ 7,000.00 | \$ 4,375.00 | \$ 4,375.00 | \$ 1,750.00 | \$ 4,375.00 | \$ 4,375.00 | \$ 1,750.00 | \$ 28,000.00 | |
| 2.5 Answering questions and presenting information | \$ 2,100.00 | \$ 1,312.50 | \$ 1,312.50 | \$ 525.00 | \$ 1,312.50 | \$ 1,312.50 | \$ 525.00 | \$ 8,400.00 | |
| 2.6 Communication and planning with technical consultant | \$ 750.00 | \$ 468.75 | \$ 468.75 | \$ 187.50 | \$ 468.75 | \$ 468.75 | \$ 187.50 | \$ 3,000.00 | |
| Sub-total | \$ 21,850.00 | \$ 13,656.25 | \$ 13,656.25 | \$ 5,462.50 | \$ 13,656.25 | \$ 13,656.25 | \$ 5,462.50 | \$ 87,400.00 | |
| Task 3: Project Management | | | | | | | | | |
| 3.1 Communication and coordination | \$ 375.00 | \$ 234.38 | \$ 234.38 | \$ 93.75 | \$ 234.38 | \$ 234.38 | \$ 93.75 | \$ 1,500.00 | |
| 3.2 Interlocal agreement administration | \$ 375.00 | \$ 234.38 | \$ 234.38 | \$ 93.75 | \$ 234.38 | \$ 234.38 | \$ 93.75 | \$ 1,500.00 | |
| Sub-total | \$ 750.00 | \$ 468.75 | \$ 468.75 | \$ 187.50 | \$ 468.75 | \$ 468.75 | \$ 187.50 | \$ 3,000.00 | |
| TOTAL | \$ 71,113.24 | \$ 40,096.37 | \$ 40,096.37 | \$ 5,650.00 | \$ 40,096.37 | \$ 40,096.37 | \$ 5,650.00 | \$ 242,799.00 | |



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: Town Clerk (360) 686-3922
David Ridenour (360) 991-7659

Email Address: clerk@townofyacolt.com
david@davidridenourlaw.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Extension of Interlocal Agreement for Joint Representation on the C-Tran Board of Directors.

Proposed Meeting Date: November 13, 2023.

Action Requested of Council: Review proposed contract amendment that would extend Yacolt's Interlocal Agreement with the Cities of Ridgefield and La Center for joint representation on the C-Tran Board of Directors.

Proposed Motion: None.

Summary/ Background: In 2015, Yacolt entered into an Interlocal Agreement with the Cities of Ridgefield and La Center for to describe how the three communities would share one seat on the C-Tran Board of Directors. In general, the Agreement provided for the Board seat to rotate among the three communities each year.

In 2018, the Agreement was amended, (Amendment No. 1), to say that Ridgefield would fill the Board seat during even-numbered years, and that Yacolt and La Center would alternate during the odd-numbered years. The Amendment also extended the Interlocal Agreement for 5 years, which will end on December 31, 2023.

Ridgefield has proposed a second amendment to the Interlocal Agreement, (Amendment No. 2), to continue the existing rotation schedule for another 5 years, to terminate on December 31, 2028.

The three contract documents are attached for the Council's review and discussion. If there are no requests to change the proposal, staff will present Amendment No. 2 in final form for approval by the Council at its December regular meeting.

Attachments:

Amendment No. 2 to Interlocal Agreement, (2024-2028). (2 pages)
Amendment No. 1 to Interlocal Agreement, (2019-2023). (3 pages)
Original Interlocal Agreement, (2016-2018). (7 pages)

Staff Contact(s):

Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.

PROPOSED

Amendment No. 2 to the

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIDGEFIELD,
THE CITY OF LA CENTER, AND THE TOWN OF YACOLT FOR
JOINT REPRESENTATION ON THE C-TRAN BOARD OF DIRECTORS**

THIS AMENDMENT No. 2 to the INTERLOCAL AGREEMENT, ("Agreement"), is made and entered into by, between and among the City of Ridgefield, a municipal corporation organized and existing under the laws of the State of Washington, ("Ridgefield"), the City of La Center, a municipal corporation organized and existing under the laws of the State of Washington, ("La Center"), and the Town of Yacolt, a municipal corporation organized and existing under the laws of the State of Washington, ("Yacolt"). Ridgefield, La Center, and Yacolt are hereafter also collectively referred to as the "Parties".

Whereas, in 2015 the Parties entered into an interlocal agreement to set forth the process of appointing representatives to represent the Parties on the C-Tran Board of Directors; and

Whereas, in 2018, the Parties entered into a first amendment to the interlocal agreement to renew the agreement for 5 additional years; and

Whereas, the interlocal agreement automatically terminates on December 31, 2023 unless the Parties amend the agreement by extending its term; and

Whereas, the Parties wish to extend the term of the agreement for an additional 5 years;

Now Therefore, the Parties mutually agree as follows:

1. Paragraph 5(B) of the Interlocal Agreement is amended to read as follows:

Termination by Expiration of Term: This Agreement shall terminate automatically on December 31, 2028, without the need for notice by any Party, unless the Parties amend the Agreement by extending its term.

2. The Parties confirm that the changes to add Section 3(D) that were incorporated into Amendment No. 1 shall apply through the end of the extended term:

(D) During any extension to the term of this agreement, the following schedule will apply in the event the Representatives are unable to reach consensus in the selection of the Joint Representatives:

1. In any even numbered year, the Ridgefield appointee shall be the Parties' primary Joint Representative.
2. In even numbered years, La Center and Yacolt appointees shall alternate each even numbered year as the Parties' alternative Joint Representative.
3. In any odd numbered year, the Ridgefield appointee shall be the Parties' alternative Joint Representative.
4. In odd numbered years, La Center and Yacolt appointees shall alternate each odd numbered year as the Parties' primary Joint Representative.

3. All other terms and conditions of the 2015 Interlocal Agreement, as amended in 2018, shall remain in full force and effect through the end of the extended term.

In Witness Whereof, the Parties have executed this Amendment No. 2 to the Interlocal Agreement as of the dates described below:

City of Ridgefield, a Washington municipal corporation

By: _____
Steve Stuart, City Manager

Date: _____

Attest: _____
Julie Ferriss, City Clerk

Approved as to form: _____
Janean Parker, City Attorney

Town of Yacolt, a Washington municipal corporation

By: _____
Katelyn J. Listek, Mayor

Date: _____

Attest: _____
Stephanie Fields, Town Clerk

Approved as to form: _____
David W. Ridenour, Town Attorney

City of La Center, a Washington municipal corporation

By: _____
Thomas Strobehn, Mayor

Date: _____

Attest: _____
Maria Swinger-Inskeep, City Clerk

Approved as to form: _____
Bronson Potter, City Attorney

Amendment No. 1 to the
INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIDGEFIELD,
THE CITY OF LA CENTER, AND THE TOWN OF YACOLT
FOR JOINT REPRESENTATION ON THE C-TRAN BOARD OF DIRECTORS

THIS AMENDMENT No. 1 to the INTERLOCAL AGREEMENT, (*"Agreement"*), is made and entered into by, between and among the City of Ridgefield, a municipal corporation organized and existing under the laws of the State of Washington, (*"Ridgefield"*), the City of La Center, a municipal corporation organized and existing under the laws of the State of Washington, (*"La Center"*), and the Town of Yacolt, a municipal corporation organized and existing under the laws of the State of Washington, (*"Yacolt"*). Ridgefield, La Center, and Yacolt are hereafter also collectively referred to as the *"Parties"*.

Whereas, in 2015 the Parties entered into an interlocal agreement to set forth the process of appointing representatives to represent the Parties on the C-Tran Board of Directors; and

Whereas, the interlocal agreement automatically terminates on December 31, 2018 unless the Parties amend the agreement by extending its term; and

Whereas, the Parties wish to extend the term of the agreement for an additional 5 years;

Now Therefore, the Parties mutually agree as follows:

1. Paragraph 5(B) of the Interlocal Agreement is amended to read as follows:

Termination by Expiration of Term: This Agreement shall terminate automatically on December 31, 2023, without the need for notice by any Party, unless the Parties amend the Agreement by extending its term.

2. A new Section D is added to paragraph 3 as follows:

(D) During any extension to the term of this agreement, the following schedule will apply in the event the Representatives are unable to reach consensus in the selection of the Joint Representatives:

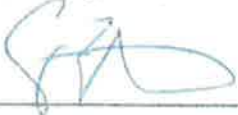
1. In any even numbered year, the Ridgefield appointee shall be the Parties' primary Joint Representative
2. In even numbered years, La Center and Yacolt appointees shall alternate each even numbered year as the Parties' alternative Joint Representative.
3. In any odd numbered year, the Ridgefield appointee shall be the Parties' alternative Joint Representative.
4. In odd numbered years, La Center and Yacolt appointees shall alternate each odd numbered year as the Parties' primary Joint Representative.

3. All other terms and conditions of the 2015 Interlocal Agreement shall remain in full force and effect through the end of the extended term.

In Witness Whereof, the Parties have executed this Amendment No. 1 to the Interlocal Agreement as of the dates described below:

"Ridgefield"

The City of Ridgefield, a Washington municipal corporation:


By: 

Name: Steve Stuart


Title: City Manager

Date: December 13, 2018

Attest:


Lee Knottnerus, City Clerk
Lee Knottnerus

Approved as to form only:


Janean Parker, City Attorney

"La Center"

The City of La Center, a Washington municipal corporation:

By: 

Name: Greg Thornton

Title: Mayor

Attest:



Suzanne Lewis, City Clerk / Finance Director
Dustin Bailey Manager

Approved as to form only:



Daniel Kearns, City Attorney

"Yacolt"

The Town of Yacolt, a Washington municipal corporation:

By: 

Name: Vincent A. Myers

Title: Mayor

Attest:



Dawn Salisbury, Town Clerk / Treasurer

Approved as to form only:

_____ Town Attorney

5254112 I_H

RecFee - \$79.00 Pages: 7 - DAVID RIDENOUR
Clark County, WA 02/03/2016 03:47



After recording mail to:

David W. Ridenour
1111 Main Street, Suite 105
Vancouver, WA 98660
(360) 906-1556

INTERLOCAL AGREEMENT

| | |
|------------------------|--|
| GRANTOR: | The Town of Yacolt, a Washington municipal corporation. |
| GRANTEE: | Public. |
| SUBJECT MATTER: | Interlocal Agreement Between the City of Ridgefield, the City of La Center, and the Town of Yacolt for Joint Representation on the C-Tran Board of Directors. |

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIDGEFIELD,
THE CITY OF LA CENTER, AND THE TOWN OF YACOLT
FOR JOINT REPRESENTATION ON THE C-TRAN BOARD OF DIRECTORS**

THIS INTERLOCAL AGREEMENT, (*“Agreement”*), is made and entered into by, between and among the City of Ridgefield, a municipal corporation organized and existing under the laws of the State of Washington, (*“Ridgefield”*), the City of La Center, a municipal corporation organized and existing under the laws of the State of Washington, (*“La Center”*), and the Town of Yacolt, a municipal corporation organized and existing under the laws of the State of Washington, (*“Yacolt”*). Ridgefield, La Center, and Yacolt are hereafter also collectively referred to as the *“Parties”*.

RECITALS

Whereas, the Parties are jointly represented on the Board of Directors of the Clark County Public Transportation Benefit Area, (*“C-Tran”*), holding one shared seat on that Board pursuant to the November 18, 2014, decision of the C-Tran Board Composition Review Committee and the revised Bylaws of C-Tran;

Whereas, the Parties desire to establish a formal process and timelines for appointing their representatives on the C-Tran Board of Directors; and,

Whereas, the Parties desire to enter into an Interlocal Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act:

NOW THEREFORE, the Parties mutually agree as follows:

AGREEMENT

- 1. INTERLOCAL COOPERATION ACT COMPLIANCE.** This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34. Its purpose is set forth in Section 2, (Purpose). Its duration is specified in Section 5, (Duration of Agreement), and Section 6, (Termination of Agreement). Its method of termination is set forth in Section 6, (Termination of Agreement). The Agreement will not require financing of any kind, nor will the Parties be required to establish or maintain a budget for the activities described herein. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement. The Agreement creates no separate legal or administrative entity, and the Parties understand that the Washington Open Public Meetings Act does not apply to the meetings and communications that may take place from time to time between and among the Representatives of the Parties selected pursuant to this Agreement.
- 2. PURPOSE.** The purpose of this Agreement is to define the process by which the Parties will appoint representatives to represent the Parties on the C-Tran Board of Directors. The intent of the Parties is to cooperatively act pursuant to the provisions of the Interlocal Cooperation

Act, RCW 39.34. This Agreement is intended to serve as a memorandum of understanding that provides flexibility for how the Parties will fill and use their shared seat on the C-Tran Board. The Parties agree that any Joint Representative appointed under this Agreement will be and shall serve as the representative of all three communities. The Parties agree that effective communication will be important to a successful working relationship and to a Joint Representative's ability to dutifully and conscientiously represent all three communities at one time. The Parties therefor undertake to communicate and cooperate in a manner appropriate to the circumstances. The Parties also understand and agree that nothing about any decision or vote of a Joint Representative under this Agreement shall restrict or in any way constitute a waiver of the unique position a Party may have on any issue. The Parties to this Agreement may always advance their unique interests with respect to any C-Tran issue in any manner they choose.

- 3. SELECTION OF JOINT REPRESENTATIVES TO THE C-TRAN BOARD.** Each Party shall identify a Representative from among its elected officials to serve as a point-of-contact for matters covered by this Interlocal Agreement. The selection of Representatives should take place by December of each calendar year and as needed to fill any vacancy that may occur. In the event a Party has not identified a Representative responsible for general C-Tran communications under this Agreement, that Party's Mayor shall so serve.

During December of each calendar year, the Representatives of each Party shall meet at their mutual convenience and may by consensus identify two of their number to serve as the Joint Representatives for the Parties on the C-Tran Board of Directors for the ensuing calendar year term - one to serve as the Parties' primary Joint Representative, and the other to serve as the Parties' alternate Joint Representative in the event the Primary Representative is absent or unable to fulfill his/her duties under this Agreement.

In the event the Representatives are unable to reach a consensus in the selection of Joint Representatives, the Joint Representatives shall be the Representatives of the Parties identified in the following schedule:

- A). During calendar year 2016, the Ridgefield Representative shall be the Parties' primary Joint Representative on the C-Tran Board. The Yacolt Representative shall be the Parties' alternate Joint Representative on the C-Tran Board.
- B). During calendar year 2017, the Yacolt Representative shall be the Parties' primary Joint Representative on the C-Tran Board. The Ridgefield representative shall be the Parties' alternate Joint Representative on the C-Tran Board.
- C). During calendar year 2018, a Ridgefield appointee shall be the Parties' primary representative on the C-Tran Board. A La Center appointee shall be the Parties' alternate representative on the C-Tran Board.

Any decision by the Representatives to appoint a Joint Representative from a community other than the community identified in the above schedule shall have no effect on the schedule for later year(s) as described above.

In the event a primary Joint Representative vacates his/her position during the C-Tran Board term, the alternate Joint Representative will fill the vacated position. In the event the alternate Joint Representative position is vacated for any reason, the Representatives for the Parties may meet at their mutual convenience to select one of their number to fill the vacancy for the remainder of the Board term.

Nothing in this Agreement shall prevent the Parties from agreeing to any primary and/or alternate Joint Representative they desire from among their elected officials.

4. **REPRESENTATION.** The designated Joint Representative shall in good faith represent the best interests of Ridgefield, La Center and Yacolt on the C-Tran Board of Directors. The Joint Representative shall also make good faith efforts to communicate to the Representatives of the other Parties all information necessary for a decision. The Joint Representative shall make a good faith effort to obtain a full understanding of the views of all three Parties on substantive issues coming before the C-Tran Board and to communicate those views to the C-Tran Board during Board deliberations. Prior to C-Tran meetings and Board votes on matters deemed significant by any Party's Representative, the Joint Representative shall communicate with the Representatives of the other Parties to solicit their input. If a split among the Representatives on the issue exists, the Joint Representative shall communicate the majority and minority views to the C-Tran Board during deliberations. Where there is a 2:1 split among the three Representatives on a particular issue, the vote cast by the Joint Representative at a C-Tran Board of Directors meeting on the issue shall be cast according to majority decision of the Parties' three Representatives. The Representative for each Party will have one equally weighted vote as to how the vote for the joint seat will be cast.

5. **TERMINATION OF AGREEMENT.**

- A). Termination by a Party: Any Party may terminate this Agreement by giving thirty (30) days' written notice of termination to the other Parties.
- B). Termination by Expiration of Term: This Agreement shall terminate automatically on December 31, 2018, without the need for notice by any Party, unless the Parties amend the Agreement by extending its term.
- C). Termination by Other Events: This Agreement shall terminate automatically upon the effective date of any decision by the C-Tran Board Composition Review Committee, a Transportation Improvement Conference, or other lawful decision that results in a change to the composition of the C-Tran Board of Directors such that the three Parties are no longer jointly represented on the C-Tran Board of Directors, or are joined in their joint representation on the C-Tran Board by one or more other Component Cities of C-Tran.

6. **NOTICE.** Any notice to be given under this Agreement shall at a minimum be in writing and delivered by first-class mail, postage pre-paid, and addressed as follows:

///

A). If to Ridgefield:

The City of Ridgefield
Attention: City Manager
230 Pioneer Street
Ridgefield, WA 98642

B). If to La Center:

The City of La Center
Attention: Mayor
214 East 4th Street
La Center, WA 98629

C). If to Yacolt:

The Town of Yacolt
Attention: Mayor
P.O. Box 160
Yacolt WA 98675

The name and address to which notices shall be directed may be changed by a Party by giving the other Parties notice of such change as provided in this section.

7. **WAIVER.** No waiver by any Party of any breach, term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
8. **AMENDMENT.** The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved by the governing bodies of each Party, and executed by the duly authorized official of each Party.
9. **ATTORNEYS' FEES AND COSTS.** The Parties shall bear their own costs of enforcing their rights and responsibilities under this Agreement.
10. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.
11. **DOCUMENT EXECUTION AND FILING.** The Parties agree to execute three (3) originals of this Agreement by authorized signature(s) of the necessary official(s) of each Party. Upon execution by the Parties, each signed original shall constitute an Agreement binding upon the Parties. One executed original of this Agreement shall be either recorded with the Clark County Auditor or posted on each Party's web site as authorized by RCW 39.34.040.

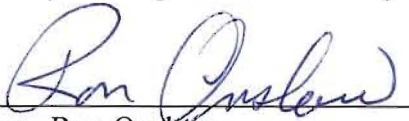
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12. **SEVERABILITY.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.
13. **ENTIRE AGREEMENT.** This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary.
14. **DISPUTES, GOVERNING LAW, JURISDICTION AND VENUE.** Disputes between the Parties regarding this Agreement shall be referred to mediation using a mediator agreed upon by the Parties. If the dispute is not resolved by mediation, the Parties shall be free to pursue any remedies to which they are entitled. This Agreement shall be governed by and its terms and conditions construed in accordance with 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.
15. **ASSIGNMENT.** Neither this Agreement nor any portion thereof may be assigned without the express prior written consent of the Parties.
16. **COMPLIANCE WITH LAW.** The actions of each Party in appointing representatives pursuant to this Agreement shall be consistent with applicable law, the governing documents of C-Tran, and the laws of that Party.
17. **C-TRAN BOARD COMPOSITION REVIEW COMMITTEE.** This Agreement shall have no effect on any Party's choice of representative in, participation in, votes or actions with respect to any C-Tran Board Composition Review Committee, Public Transportation Improvement Conference, or other entity not specifically covered in this Interlocal Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates described below.

"Ridgefield"

The City of Ridgefield, a Washington municipal corporation:

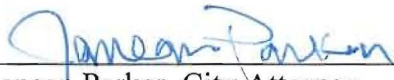
By: 
Name: Ron Onslow
Title: Mayor

1/15/16
Date

Attest: 
Lee Knotterus, City Clerk

1-20-16
Date

Approved as to form only:


Janean Parker, City Attorney

1-14-16

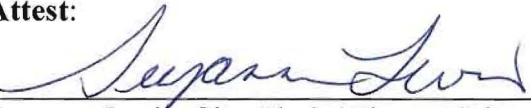
"La Center"

The City of La Center, a Washington municipal corporation:

By: 
Name: Greg Thornton
Title: Mayor

1-25-16

Attest:


Suzanne Lewis, City Clerk / Finance Director

1-25-16

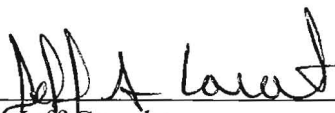
Approved as to form only:


Daniel Kearns, City Attorney

Jan 22, 2016

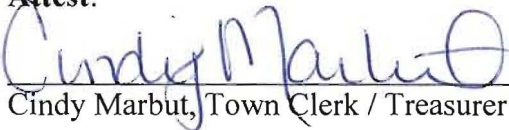
"Yacolt"

The Town of Yacolt, a Washington municipal corporation:

By: 
Name: Jeff Carothers
Title: Mayor

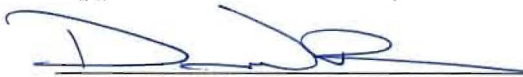
12/31/15

Attest:


Cindy Marbut, Town Clerk / Treasurer

12/31/15

Approved as to form only:


David W. Ridenour, Town Attorney

1-7-16