



Town of Yacolt

Council Meeting Agenda

Monday, March 10, 2025
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Approve Minutes of Previous Meeting(s)

- [1.](#) Feb. 10, 2025 Council Meeting Minutes DRAFT
- [2.](#) Feb. 18, 2025 Council Special Meeting Minutes DRAFT

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.

New Business

- [3.](#) Clark County Public Health Presentation on Solid Waste Plans and Yard Debris Interlocal Agreement
- [4.](#) Citizen Request to Keep a Goat in His Backyard at 112 W Hoag St.
- [5.](#) Release and Settlement Agreement with Joseph Boget
- [6.](#) Recap of Recent Meetings Regarding Permitting
- [7.](#) Restitution Agreement for Damage to Town Property

Unfinished Business

- [8.](#) Engaging Additional Legal Help
- [9.](#) Revisit Citizen Request to Re-name Park

- [10.](#) Revising Resolution #607
- [11.](#) Deposit Policy Update
- [12.](#) Update on Interlocal Agreement with Clark County Fire Marshal
- [13.](#) Update on Security Cameras
- [14.](#) Update on Rec Park Parking Lot Fence and Gates
- [15.](#) Status of Gravel in Rec Park Parking Lot

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.

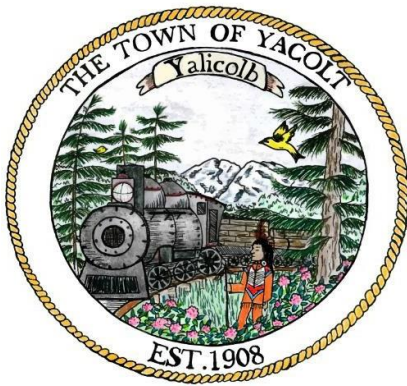
Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

Adjourn



Town of Yacolt

Town Council Meeting Minutes

Monday February 10, 2025

7:00 PM

Town Hall

Call to Order

7:01 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Kandi Peto, Craig Carroll, Marina Viray

Council Member Absent: Brandon Russell

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

Councilmember Carroll made a motion to excuse Councilmember Russell's absence. Councilmember Viray seconded the motion. The motion passed unanimously.

Late Changes to the Agenda

None

Approve Minutes of 1/13/2025 Meeting:

Motion was made to approve the minutes as written.

Motion: Carothers **2nd:** Carroll

Aye: Carothers, Peto, Carroll, Viray

Nay: 0

Absent: Russell

Motion Carried

Citizen Communication

- Basil Rotschy (a septic system installer) spoke at length about an emergency septic replacement permit he is in the process of obtaining. He complained about the costs/fees, the process, and even the requirement to have to get a permit for a septic system to be installed.
- Carmen DeLeon from Vancouver expressed that she's opposed to having light rail run between Portland and Vancouver.

Unfinished Business

Town Security Cameras Update

The cameras have been ordered. Attorney Ridenour addressed comments which were sent in by a concerned citizen who lives near Yacolt. Ridenour reminded everyone about how much careful planning and consideration has gone into the idea of installing security cameras around Town, and assured all that the cameras are appropriate, legal, and necessary to protect the Town's property.

Update on Citizen Request to Re-name a Park

Joy Tindall spoke about her hope to have the Town re-name a park after Tom McDowell, and mentioned Tom's wife Dianne McDowell's contributions to the Town meriting recognition as well. Councilmember Carothers said that he thought it more appropriate that the Fire/EMS station memorialize Mr. McDowell, as that's where his biggest impact was. Fire/EMS Chief Shirley was present, and mentioned that there is a memorial at the station in honor of Tom McDowell. In addition, it was brought up that the Town has already named a street after Mr. McDowell. After lengthy discussion including other alternatives for honoring the McDowells and many others who have made positive impacts on the Town, Mayor Shealy suggested continuing the discussion at the next Council meeting.

Update on C-Tran Board Representative

Mayor Shealy reported that LaCenter has appointed Sean Boyle as the primary rep, and Ridgefield appointed Rian David as the alternate rep. In addition, Yacolt Councilmember Brandon Russell is welcome to attend any of the meetings he is able to – not as a board rep, but just to keep the Town in the loop on C-Tran news.

Update on the Rec Park Parking Lot Fence

Mayor Shealy explained that the fence panels we hoped would work for the Rec Park parking lot will not work, due to slope issues. He suggested that the best solution would be 6-foot black chain-link fence, to match the Rec Park fence. Bids were presented to Council, and it was determined that the lowest bid presented did not include concrete settings for the posts, so was disqualified. The lowest qualified bid was from Able Fencing, so a motion was made to accept that bid.

Motion: Carothers

2nd: Peto

Aye: Carothers, Peto, Carroll, Viray

Nay: 0

Absent: Russell

Motion Carried

Update on Engaging Additional Attorney

Mayor Shealy announced that Code Enforcement will be shifting from the Clerk's office to the Public Works office, and that all initial actions will be handled by Town staff. Then, if no corrections get made, the process would be turned over to the attorney for legal action. Councilmember Peto asked Council to consider Heritage Corporate and Legacy Advisors, in addition to Bill Ehling. Council moved to table this discussion until the March meeting, to allow all of them more time to consider and compare the two proposals the Town has received.

Motion: Carothers

2nd: Viray

Aye: Carothers, Peto, Carroll, Viray

Nay: 0

Absent: Russell

Motion Carried

Update on Meetings with the Town's Lobbyist and Legislative Delegation

Mayor Shealy explained how talks went with our Legislative Delegation, who all gave full support for both projects for the Town: a Community Center, and a new Fire/EMS building (so that our Public Works Dept. can remain in and use the entire building they currently occupy, which would get deeded back to the Town in this plan). The Mayor appreciates Sen. Braun and Reps. Orcutt and Abbarno's time and support for our little Town.

New Business:

Alternate Representative for EMS Board

Councilmember Carothers volunteered to act as EMS Board Alternate Representative. Motion was made to appoint Carothers as Yacolt's Alternate on the EMS Board.

Motion: Carroll **2nd:** Peto
Aye: Carothers, Peto, Carroll, Viray **Nay:** 0 **Absent:** Russell
Motion Carried

Address Assignments and Policy

Clerk Fields presented her thoughts and a diagram with her suggestions for addressing the upcoming Short Plat and creating an ongoing policy. After some input from Attorney Ridenour, Chief Shirley, and Councilmember Carothers, Council moved to table actual address assignments in the Short Plat until the short plat has been approved.

Motion: Peto **2nd:** Viray
Aye: Carothers, Peto, Carroll, Viray **Nay:** 0 **Absent:** Russell
Motion Carried

Then they moved to have the Clerk begin drafting a policy for address assigning.

Motion: Peto **2nd:** Carothers
Aye: Carothers, Peto, Carroll, Viray **Nay:** 0 **Absent:** Russell
Motion Carried

Town Clerk's Report

- Easter Egg stuffers (candy, toys) have all arrived; seeking volunteers to help stuff eggs and to work at the event; Easter Egg Hunt is April 19th
- Making preps for Town CleanUp and Household Hazardous Waste Events April 26th. Seeking volunteers for that too.
- Newsletter is almost complete and will likely be mailed out next week.
- Making progress on building department meetings; working toward drafting brochures to help guide applicants on what they need and what the steps are
- Working on a policy for receipt depositing; hope to present at March meeting
- All 5 Council positions are up for election this year; see Clerk if you have any questions. Primary election is Aug. 5th, General is Nov. 4th.

Public Works Department Report

- Went to RR Advisory Board meeting; they will be finishing up repairs to 3 bridges this week.
- Town Park got so much graffiti this week it took two men a full day to steam clean and wire brush it off.
- Rec Park got graffitied all over the tables; it got cleaned off and then someone did it again; also someone keeps dumping their personal household garbage there.
- Most of the banners have been hung; some were reserved as spares.

Attorney's Comments

- Reached out to Fire Marshal re: Interlocal Agreement, but they never responded.
- Working to transfer all permit processing to Clerk's office, so he'll be more hands-off; has heard nothing more from LaCenter re: permitting collaboration; may want to schedule another Permitting primer for Council to compare what we are doing to what LaCenter is doing; Yacolt has been ahead of the curve re: permit compliance laws.
- Re: Bank deposit policy: does Council want to weigh in on that?
- Re: Town paying for some of the Ballfield Lighting costs: We cannot donate money to a private entity. However, this would be an improvement to the Town's own property, and would help

facilitate public use. Proposed drafting an Agreement to protect both parties and public funds, stating how the money must be spent and setting required standards. He suggested attaching the Agreement to a Resolution authorizing the expenditure and defining the need for the use of public funds. Councilmember Peto suggested having NCLL draft the Agreement, to save the Town money. Attorney Ridenour said he would try to get an outline to NCLL late this week.

- Legal Tidbit: There is now (as of January 1) a 65-day time frame for Land Use Permits which don't require a public hearing (although most do require a hearing.)

Citizen's Communication

Dane Uskoski asked if there has been any movement with the UGA update. Mayor Shealy responded that there have been a couple of stakeholders' meetings.

Council's Comments

- Peto – Wanted to be sure that the Heritage Corp. & Legacy Advisors info was given to all Council members.
- Viray – Went to UCPB Board meeting; CDBG Grant scores are due by March 3rd, and reminded everyone that CDBG Grant applications must be turned in by October. Also thanked Mayor for all of his networking and time.

Mayor's Comments

- He's been networking for grants and funding so the Town doesn't have to spend as much of its own money for upcoming improvements/projects.
- Clark County Sheriff's Office's staff number have dropped, so they are having a hard time meeting the Town's needs.

Approve to Pay Bills on Behalf of the Town

Motion: Carroll

2nd: Peto

Aye: Carothers, Peto, Carroll, Viray

Nay: 0

Absent: Russell

Motion Carried

Executive Session

Mayor Shealy closed the regular meeting and called for a 20-minute executive session from 9:10 – 9:30 pm. At 9:30, he extended the session until 9:40. At 9:40, he extended it again, until 9:50. At 9:50, he closed the executive session and re-opened the regular meeting.

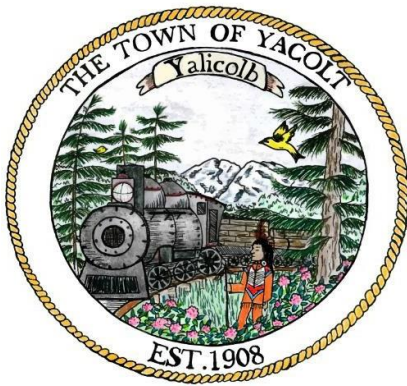
Adjourn

9:53 pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt

Town Council Special Meeting

Minutes

Tuesday February 18, 2025
5:30 PM
Town Hall

Call to Order

5:30 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Kandi Peto, Craig Carroll, Brandon Russell, Marina Viray
Also present: Mayor Ian Shealy, Attorney David Ridenour, Public Works Director Terry Gardner, and Clerk Stephanie Fields (who did not arrive until 6:05 pm due to a family emergency)
Mayor Shealy asked Councilmember Peto to begin taking minutes until the Clerk could get there.

New Business

Building Permit Laws and Processes

Attorney Ridenour began by presenting his agenda for this portion of the meeting, and also let all attendees know he brought burritos and sandwiches for staff and audience members. He said the Town's approach to everything is to follow rules/laws. Topics he expanded on were:

1. The Town's building permitting history, processes, cost recovery structure, and forms, explaining how we ask for the minimum info that the law requires
2. Examples of LaCenter's processes and forms for building permits for comparison
3. Benefits of Interlocal Agreements to ease burdens, and what records retention laws require
4. Why the Town is involved in septic permits and what we do and don't do (no duplication of services between agencies)
5. Explained staff's current goals to streamline processing, saving time and costs:
 - Training
 - Refreshing forms for ease of use
 - Proactive code enforcement
 - Adoption of new Code for Permit processing with no legal review required (amend or repeal Res. 607)

Chane Ek of Ek Engineering, Basil Rotschy of L & S Contracting, and Andy Matson of Nylund Inc. were in the audience and all had input as well.

At 8:40 pm, Mayor Shealy called for a 15-minute break.

Executive Session

At 8:56 pm, Mayor Shealy closed the regular meeting and opened a 30-minute executive session to discuss potential litigation. The Town Attorney and Clerk also attended the session. At 9:28 pm he closed the executive session and re-opened the regular meeting.

Adjourn

9:29 pm

Mayor Ian Shealy

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: Presentation by Clark County Public Health re: Solid Waste

Proposed Meeting Date: March 10, 2025

Action Requested of Council: Hear the presentation made by Joelle Loescher and Tatum Flowers of Clark County Public Health regarding a new proposed contract for Yard Debris Collection

Proposed Motion: None; Informational only

Summary/ Background: Clark County negotiates contracts for solid waste collection on behalf of the Town. They have drafted a new Interlocal Agreement for the Town's review, regarding collection of yard debris. Documents will be presented to the Clark County Council on April 1st, and then brought back to Yacolt for final approval at the April 14th Council meeting.

In addition, Joelle and Tatum will give an overview of upcoming solid waste management plans and projects, plus a heads-up on Yacolt's Household Hazardous Waste event coming up April 26th in conjunction with the Town CleanUp.

Staff Contact: Clerk Fields

clerk@townofyacolt.com

**INTERLOCAL
HDC.XXX**
between
CLARK COUNTY
P.O. Box 9825, Vancouver, WA 98666
and
TOWN OF YACOLT
Agency Address

Project: RFP 899
Service Description: Yard Debris Service in the Town of Yacolt
Contract Name: CCPH Town of Yacolt Interlocal Yard Debris HDC.2619
Contract Period: August 1, 2025 – July 31, 2035

Clark Contacts		
Program	Fiscal	Contract
Joelle Loescher 564.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Rebecca Addington 564.397.8415 GCT@clark.wa.gov

Agency Contacts		
Program	Fiscal	Contract
Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com

This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as “Clark,” and the Town of Yacolt, hereinafter referred to as “Agency.” Clark and Agency agree to all terms and conditions, exhibits, and requirements of this contract.

AGENCY:

CLARK COUNTY:

Name, Title

Date

Kathleen Otto, County Manager

Date

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink
Deputy Prosecuting Attorney

Date

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND CITIES OF BATTLE GROUND, LA CENTER AND TOWN OF YACOLT

WHEREAS, the City and County have agreed to cooperate to achieve waste reduction goals set forth in the Clark County Comprehensive Solid Waste Management Plan; and

WHEREAS, City and County have entered into interlocal agreements which include the City in recycling programs developed and contracted by County; and

WHEREAS, the County/City curbside recycling collection program has been operating successfully since 1996 through a contract administrated by County; and

WHEREAS, On July 31st, 2024, the County released Request for Proposal #899 Collection of Source Separated Yard Debris from Single Family and Multifamily Residences in Unincorporated areas of Clark County and the Town of Yacolt; and

WHEREAS, County selected the proposal submitted by Waste Connections of Washington, Inc. as the most responsive and competitively priced; and

WHEREAS, County negotiated a Contract with Waste Connections of Washington, Inc.; and

WHEREAS, On **month, day, year** County executed a Yard Debris Collection Contract (“Contract”) with Waste Connections of Washington Inc.; and

WHEREAS, The City has had the opportunity to review the negotiated Contract, and desires to continue participating in the County/City yard debris recycling collection program.

NOW THEREFORE, IT IS AGREED THAT:

- 1) Services. The County shall administer the program for the collection and recycling of yard debris from single-family and multifamily residences within the City urban services area. The service shall be performed by the vendor selected and contracted by County.
- 2) Term. Unless the Contract is terminated early or canceled, the term of this interlocal agreement shall coincide with the term of the Contract, including any extensions thereof, provided that the City is afforded the opportunity to review and comment prior to County approval of extension of the Contract.
- 3) Amendments. The County shall not amend the terms of the Contract without written consent of the City in advance which shall not be reasonably withheld or delayed.
- 4) Fees for service. The County hereby establishes fees for collections service as set forth in the attached Contract, which shall be the same for City residents as for residents of the unincorporated urban areas of Clark County.
- 5) Authority and responsibilities. The County will be responsible for administering the project overall and providing final approval of Contractor activities, monitoring and evaluating collection operations with the cooperation of the Contractor, reviewing and approving rate

modifications due to changes in the Inflation Adjustment Factor as specified in Section 3.2 Compensation Adjustments, and other activities specified in the Contract.

- 6) Administrative expenses. The County shall be entitled to retain fees collected pursuant to the Contract that are intended to offset the cost of governmental administration of the yard debris service and programs.

Yard Debris Collection Programs
Cost of Service as of January 1, 2025

	Customer Count	Current County Contract Cost	New County Contract Cost Effective August 1, 2025	Annual Cost Reduction	Percent Cost Reduction
Urban Clark County					
EOW Monthly Cost	30,824	\$ 8.50	\$ 8.50	\$ -	0%
On-Call Monthly Cost	16,471	\$ 6.34	\$ 6.34	\$ -	0%
Total Customers	47,295				
City of Battle Ground					
EOW Monthly Cost	3,364	\$ 8.50	\$ 8.50	\$ -	0%
On-Call Monthly Cost	2,155	\$ 6.34	\$ 6.34	\$ -	0%
Total customers	5,519				
City of La Center					
EOW Monthly Cost	841	\$ 8.50	\$ 8.50	\$ -	0%
On-Call Monthly Cost	457	\$ 6.34	\$ 6.34	\$ -	0%
Total Customers	1,298				
Town of Yacolt					
EOW Monthly Cost	238	\$ 8.50	\$ 8.50	\$ -	0%
On-Call Monthly Cost	502	\$ 6.34	\$ 6.34	\$ -	0%
Total Customers	740				

*EOW - every-other-week pickup

TERMS AND CONDITIONS

1. Services. Shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning August 1, 2025, and ending July 31, 2035. Clark County reserves the right to extend the contract for two (2), two-year periods, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.
3. Termination. Either party may terminate this Contract immediately upon any breach by either party in the duties as set forth in Contract. The waiver by either party of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause with ninety (90) days prior written notice.
4. Independent Contractor. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
5. Indemnification / Hold Harmless. Agency shall defend, indemnify and hold Clark, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of Agency in performance of this Contract, except for injuries and damages caused by the sole negligence of Clark. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Agency, its officers, officials, employees, and volunteers, Agency's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Agency's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

6. Wage and hour compliance. Both parties shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save Agency free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
7. Social Security and Other Taxes. Agency assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this contract be enacted as to all persons employed by the Clark in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
8. Equal Employment Opportunity: Agency and Clark will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.
9. Changes: Either party may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes including any increase or decrease in the amount of the Agency's compensation which are mutually agreed upon by and between Clark and the Agency, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.
10. Public Records Act: Notwithstanding the provisions of this contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records, within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business

days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.

11. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
12. Confidentiality. With respect to all information relating to each party that is confidential and clearly so designated, each party agrees to keep such information confidential. Each party shall comply with all applicable provisions of RCW 70.24, 70.28, and any other state law applicable to confidentiality of information.
13. Conflict of Interest. Both parties' covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Both parties' further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.
14. Insurance. Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
15. Consent and Understanding. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
16. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days

following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

17. Access to Records. Each party shall have reasonable access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
18. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

Overview - Clark County Yard Debris Collection Contract – Battle Ground, La Center, Yacolt

Old contract	New contract																																												
Contract year: August 1, 2012 - July 31, 2025	Contract year: August 1, 2025 - July 31, 2035, with (2) two-year extensions																																												
Service provider: Waste Connections of Washington Inc.	Service provider: Waste Connections of Washington Inc.																																												
Subject material and processing: All yard debris must be composted.	Subject material and processing: All yard debris and County-approved materials must be composted. The County and some cities may have to comply with the organics management laws therefore, it may be required to add food waste to the yard debris service. County will plan and notify the service provider and cities of any amendments to the subject material. County and contractor will educate customers on the addition of new material.																																												
Cart size and color: 96-gallon Teal roll cart with a black lid.	Cart size and color: Contractor to exhaust the inventory of 96-gallon Teal roll cart with a black lid. Contractor to transition and purchase green carts for standardization.																																												
Educator: Contractor to provide .5 full-time employee – assist with public information and materials, conducting presentations, meetings, and special events.	Educator: Contractor to provide .8 full-time employee – assist with public information and materials, conducting presentations, meetings, and special events.																																												
Current 2025 collection rates: <table border="1"> <thead> <tr> <th>Service</th><th>Cost</th></tr> </thead> <tbody> <tr> <td>Basic subscription, with 96-gallon cart</td><td>\$ 8.50</td></tr> <tr> <td>Additional 32-gallon equivalents (or portions thereof) per item, per pickup</td><td>\$ 3.69</td></tr> <tr> <td>On-call service (96-gallons per pickup)</td><td>\$ 6.34</td></tr> <tr> <td>On-call cart rental</td><td>\$ 1.92</td></tr> <tr> <td>Service restart fee, within one year of last service</td><td>\$ 11.45</td></tr> <tr> <td>Cart replacement fee</td><td>At-cost</td></tr> <tr> <td>Cart delivery, initial</td><td>No charge</td></tr> <tr> <td>Cart delivery, subsequent</td><td>\$ 15.73</td></tr> <tr> <td>Extra non-curb-side</td><td>\$ 4.15</td></tr> <tr> <td>Annual prepayment</td><td>\$ 96.17</td></tr> </tbody> </table>	Service	Cost	Basic subscription, with 96-gallon cart	\$ 8.50	Additional 32-gallon equivalents (or portions thereof) per item, per pickup	\$ 3.69	On-call service (96-gallons per pickup)	\$ 6.34	On-call cart rental	\$ 1.92	Service restart fee, within one year of last service	\$ 11.45	Cart replacement fee	At-cost	Cart delivery, initial	No charge	Cart delivery, subsequent	\$ 15.73	Extra non-curb-side	\$ 4.15	Annual prepayment	\$ 96.17	Proposed collection rates (August 1, 2025 – December 31, 2026): Rates will be adjusted according to the “Inflation Adjustment Calculator” Appendix F starting on January 1, 2027. <table border="1"> <thead> <tr> <th>Service</th><th>Cost</th></tr> </thead> <tbody> <tr> <td>Basic subscription, with 96-gallon cart</td><td>\$ 8.50</td></tr> <tr> <td>Additional 32-gallon equivalents (or portions thereof) per item, per pickup</td><td>\$ 3.69</td></tr> <tr> <td>On-call service (96-gallons per pickup)</td><td>\$ 6.34</td></tr> <tr> <td>On-call cart rental</td><td>\$ 1.92</td></tr> <tr> <td>Service restart fee, within one year of last service</td><td>\$ 11.45</td></tr> <tr> <td>Cart replacement fee</td><td>At-cost</td></tr> <tr> <td>Cart delivery, initial</td><td>No charge</td></tr> <tr> <td>Cart delivery, subsequent</td><td>\$ 15.73</td></tr> <tr> <td>Extra non-curb-side</td><td>\$ 4.15</td></tr> <tr> <td>Annual prepayment</td><td>\$ 96.17</td></tr> </tbody> </table>	Service	Cost	Basic subscription, with 96-gallon cart	\$ 8.50	Additional 32-gallon equivalents (or portions thereof) per item, per pickup	\$ 3.69	On-call service (96-gallons per pickup)	\$ 6.34	On-call cart rental	\$ 1.92	Service restart fee, within one year of last service	\$ 11.45	Cart replacement fee	At-cost	Cart delivery, initial	No charge	Cart delivery, subsequent	\$ 15.73	Extra non-curb-side	\$ 4.15	Annual prepayment	\$ 96.17
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Cart delivery, initial	No charge																																												
Cart delivery, subsequent	\$ 15.73																																												
Extra non-curb-side	\$ 4.15																																												
Annual prepayment	\$ 96.17																																												
Service	Cost																																												
Basic subscription, with 96-gallon cart	\$ 8.50																																												
Additional 32-gallon equivalents (or portions thereof) per item, per pickup	\$ 3.69																																												
On-call service (96-gallons per pickup)	\$ 6.34																																												
On-call cart rental	\$ 1.92																																												
Service restart fee, within one year of last service	\$ 11.45																																												
Cart replacement fee	At-cost																																												
Cart delivery, initial	No charge																																												
Cart delivery, subsequent	\$ 15.73																																												
Extra non-curb-side	\$ 4.15																																												
Annual prepayment	\$ 96.17																																												



Town of Yacolt Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

Address: 202 W. Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Citizen Request to Keep a Goat in Backyard in Town

Proposed Meeting Date: March 10, 2025

Action Requested of Council: Consider and make a decision on the request from John Barnes to be able to keep a goat in his backyard, and if approved, consider having the same sheltering and nuisance rules apply to keeping the goat which apply to keeping chickens within Town limits:

6.10.040 Chickens – Enclosures and structures.

Chickens shall be kept within an enclosure or structure adequately built and maintained to prevent escape. Chickens shall be reasonably sheltered. Enclosures and structures, which provide confinement and feeding areas for such animals, shall be located not less than 50 feet from any neighboring dwelling and must meet applicable zoning requirements. [Ord. 415 § 4, 2002.]

6.10.050 Nuisance.

Should any adjacent neighbor of a household keeping chickens find those chickens to be a nuisance, said neighbor may provide a written complaint to the town clerk. Following an investigation into the circumstances, the town council shall review the complaint and may reconsider its permission for the keeping of said chickens. The town council may impose conditions to its continued permission to keep the chickens, or modify its permission, or rescind its permission entirely.

The town council reserves the right, with or without a complaint from the public, to rescind or modify its permission to keep chickens on any property within the town's boundaries for any violation of the terms of any part of this chapter.

The town shall provide written notice of any decision of the town council with respect to chickens to the owner or custodian of the chickens. [Ord. 599 § 2, 2024; Ord. 415 § 5, 2002.]

Proposed Motion: “I move that the Town allow Mr. Barnes to keep a goat in his backyard as described in his request (and that the shelter and nuisance rules which apply to keeping chickens in Town will also apply to his keeping the goat in Town).”

Or

“I move that the Town deny Mr. Barnes’ request to keep a goat in his backyard.”

Background/Summary: Yacolt Municipal Code only allows for the keeping of livestock in Town with the permission of the Town Council:

6.10.020 Keeping of livestock 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.]

Mr. John Barnes wrote to the Clerk to request being able to keep one goat to help keep the invasive weeds down in his backyard without having to use any harsh chemicals. His yard is approximately 2/3 of an acre, on the north side of W. Hoag Street. Here is a copy of his request, and an overhead view of his property indicating where the shelter will be:

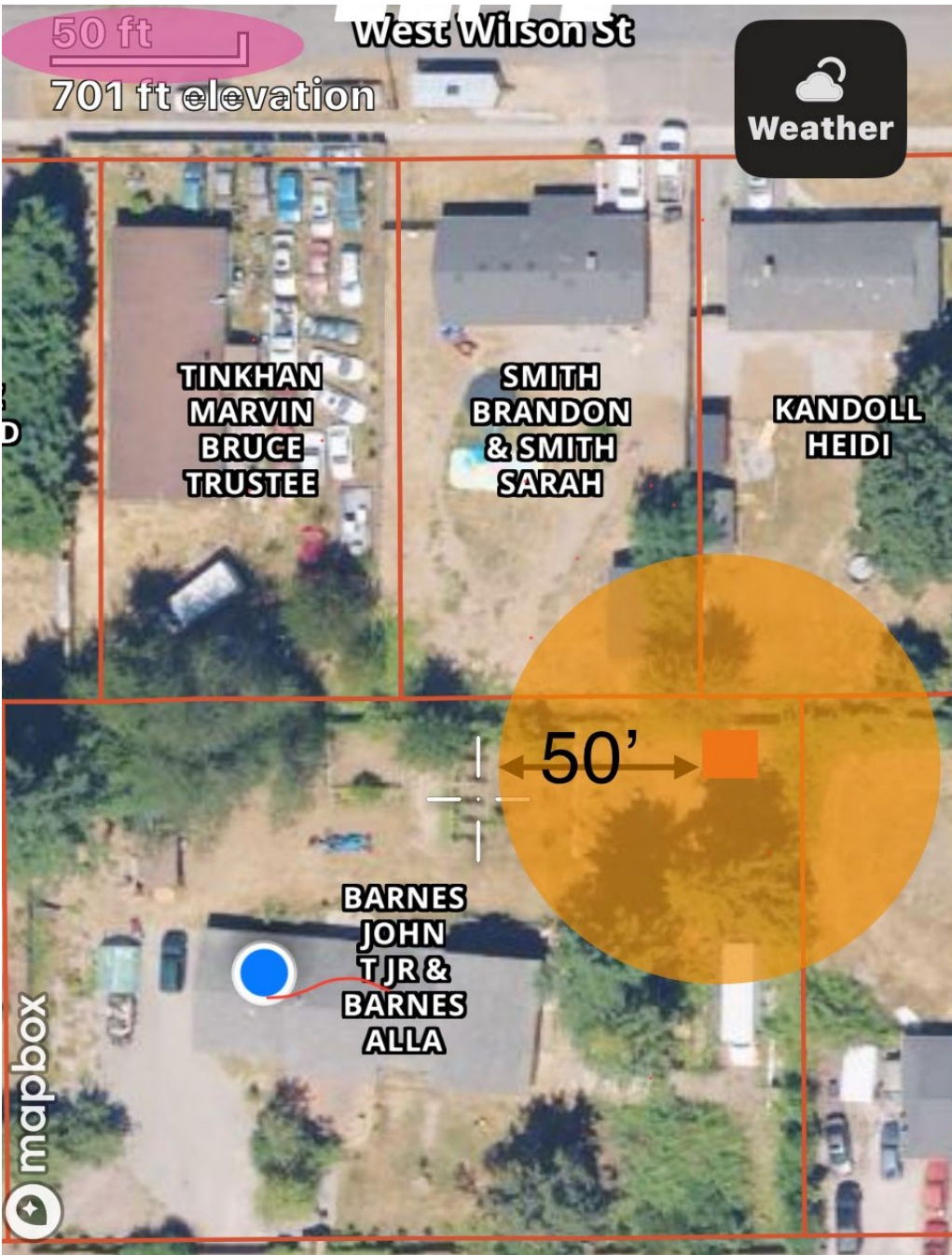
Hello!

Im trying to find out if it's possible to get an exception to the city ordinance regarding the keeping of a goat.

I am in town on Hoag st. I have a large yard, almost an acre, that is difficult to maintain. Part of the difficulty is that there are several invasive plant species that grow very aggressively including morning glory(bind weed), scotch broom, tansy, and Himalayan blackberry. In an effort to be environmentally conscious I avoid the use of poison because of its harmful effects on native wildlife especially birds and struggling amphibian populations. The invasive plants spread, crowd out native species and provided shelter for undesirable critters including rats and as I said they are very difficult to control. To add to the difficulty, several years ago an ordinance was passed that restricted the burning of brush piles inside city limits. I believe that keeping a goat would help to alleviate the problem by disposing of much of the brush and yard debris in an efficient and environmentally friendly way. My yard is fully fenced with a 6 foot tall wooden privacy fence and I would of course provide proper shelter for the animal 50'+ from any building. So I would like to request an exception to the livestock ordinance for one goat from the Yacolt City Council. Can you please help walk me through what that process might look like? Is there a form I can fill out to make a formal request, and can I get on the agenda of a council meeting to make my case? Thank you so much for your help.

Regards,

John Barnes



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

Mayor Ian Shealy
mayor@townofyacolt.com

(360) 686-3922



Town of Yacolt

Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPT. 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

Email Address: clerk@townofyacolt.com

Alt. Phone: David Ridenour (360) 991-7659

ITEM INFORMATION:

Item Title: Review Settlement Agreement for property damage claim by Joseph Boget at 309 W. Cushman Street.

Proposed Meeting Date: March 10, 2025.

Action Requested of Council: Approve a proposed Release and Settlement Agreement and the payment of \$120.00 to Joseph Boget to resolve his claim that the Town's Public Works staff caused damage to his property.

Proposed Motion: "I move that the Council approve the payment of \$120.00 to Joseph Boget to resolve his claim against the Town and authorize the Mayor to sign the proposed Release and Settlement Agreement."

Summary/ Background: Local residents Joseph and Amy Boget have made a claim against the Town for damages to their property at 309 W. Cushman Street. They allege that the plastic privacy screening on their fence was burned in several places during a Public Works clean-up project that involved gas-powered leaf blowers in the adjacent right-of-way. The damage is alleged to have occurred on or about November 22, 2024. Mr. Boget estimates that the cost to replace the privacy screen will be roughly \$120.00, including tax and shipping. The Public Works Department denies causing damage to the Boget property.

Mayor Shealy investigated the claim, speaking to both Mr. Boget and staff. Mayor Shealy concluded that the best solution would be for the Town to make a settlement payment of \$120.00 to Mr. Boget without the Town admitting liability. Mayor Shealy directed the Town Attorney to prepare a Release and Settlement Agreement for the Council's review and approval.

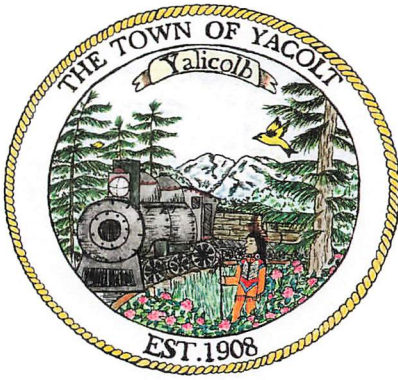
Mr. Boget has reviewed and signed the Attorney's proposed Agreement, but the Agreement must also be approved by the Town Council before it will become effective.

Attachments:

Proposed Release and Settlement Agreement, (signed by Claimant Boget).

Staff Contact(s):

Ian C. Shealy, Mayor.
Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.



Town of Yacolt

202 W. Cushman Street - P.O. Box 160
Yacolt, WA 98675

Tel: (360) 686-3922 Fax: (360) 686-3853

Email: townofyacolt@townofyacolt.com
www.townofyacolt.com

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT, ("*Agreement*"), is made by and between the Town of Yacolt, a Washington municipal corporation, ("*Town*" or "*Yacolt*"), and Joseph R. Boget, ("*Boget*"), (collectively, the "*Parties*"), and shall become effective as of the date it is fully executed by the Parties.

Recitals

Whereas, Boget is the owner of certain real property located in Vancouver, Washington, commonly known as 309 W. Cushman Street, Yacolt, WA 98675, (the "*Property*");

Whereas, Boget alleges that on or about November 22, 2024, employees of the Town caused damage to privacy screen materials and fencing at the Property during routine work in the public right-of-way, (the "*Claim*"); and,

Whereas, the Parties desire to amicably resolve their disputes and differences as provided herein.

Agreement

NOW THEREFORE, the Parties agree as follows:

- 1. Recitals.** The terms of the above Recitals are fully incorporated into this Agreement.
- 2. Town Council Approval Required.** Boget and the Town understand and agree that the terms of this Agreement are subject to the approval of the Yacolt Town Council.
- 3. Payment.** Within 30 days following the approval of this Agreement by the Yacolt Town Council and execution of this Agreement by the Parties, Yacolt shall pay the total sum of One Hundred Twenty and no/100 Dollars (\$120.00) to Boget in the form of a check or warrant payable to "Joseph Boget". The payment shall be mailed to the Property address referenced above or may be picked up at Town Hall by Boget or his spouse, Amy Boget.
- 4. Release of Claims.** For the sole consideration set forth above, Boget releases and forever discharges Yacolt, its officers, elected and appointed officials, agents, employees, volunteers and other representatives from all legal or equitable claims, demands, attorney fees, costs, actions or other causes of actions of any kind or nature, arising out of or relating in any way to the Claim or the events described

above. This release includes without limitation any claims by Boget for any additional compensation from the Town arising out of or related to the Claim or arising out of or related to any other claim, event, project or work of any kind of which he was aware at the time this Agreement was executed or of which he could have been aware with the exercise of reasonable care. The Parties intend that this Agreement be construed as broadly as possible to completely absolve the Town of any monetary claims by Boget, now or in the future, that relate in any way to the events described herein. Each party stipulates and agrees that this Agreement is made fairly, knowingly and willingly. Each Party waives the right to claim that the Agreement was not so made.

5. No Admission of Fault. This Agreement represents the compromise of a disputed claim. It is expressly understood and agreed that by entering this Agreement, the Town is not admitting any wrongdoing or fault with respect to the Claim or any other matters covered by the Agreement. This Agreement is being executed for the sole purpose of amicably resolving the claims and disputes described herein.

6. Representation. Boget understands that this Agreement has been prepared by David W. Ridenour, the attorney for Yacolt, and that the Town's attorney is not in a position to give advice to Boget regarding this Agreement. Boget has obtained or has had the opportunity to obtain the advice of his own counsel with respect to his rights and obligations under this Agreement. Boget agrees that he is not relying on any representation or advice by the Town or its attorney, and that he has satisfied himself as to the terms, duties and risks of signing this Agreement.

7. Construction. Each Party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all Parties, and it is expressly agreed that any uncertainty or ambiguity shall not be construed in favor of or against any Party.

8. Entire Agreement. The Parties agree that this Agreement sets forth the entire agreement and understanding between the Parties regarding the subject matter of this Agreement and that there have been no other promises or inducements, oral or written, given by any Party or representative thereof to the other to enter into this Agreement. Any modification or amendment of this Agreement shall be deemed null and void unless made in writing and signed by the Parties or their legal counsel.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Digital and e-mailed copies of signatures shall be treated as original signatures.

In witness whereof, the parties have executed this Agreement as of the dates written below.

JOSEPH R. BOGET

THE TOWN OF YACOLT

By: Joseph R. Boget

Date

By: Mayor Ian C. Shealy

Date

Attest:

Approved as to form:

By: Stephanie Fields, Town Clerk

Date

By: David Ridenour, Town Attorney

Date



Town of Yacolt Agenda Request

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

Name: Attorney Ridenour

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 906-1556

Email Address: david@davidridenourlaw.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Recap of Recent Meetings Regarding Permitting

Proposed Meeting Date: March 10, 2025

Action Requested of Council: None; report only

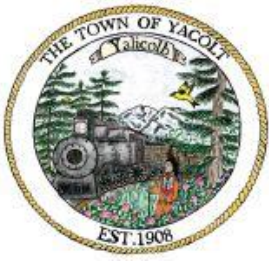
Proposed Motion: None

Summary/ Background: At the February 10 Council meeting, Basil Rotschy raised concerns about having to get a permit for a septic system replacement. He voiced other complaints about Yacolt's permitting process as well. He was then invited to – and attended (along with Chane Ek and Andy Matson) the Council's Special Meeting on February 18th, where Attorney Ridenour gave a very comprehensive presentation regarding why the Town's permit process is what it is, and why we require what we require. In a nutshell, it's all because the Town is following the law. On February 27th, Attorney Ridenour, Town Engineer Devin Jackson, and Clerk Fields all met with Miles Lawson and Chuck Harman of Clark County Public Health to go over concerns raised by Mr. Rotschy and Mr. Ek at the two Council meetings relating specifically to permits for septic systems. Mr. Lawson and Mr. Harman clarified some miscommunications and confirmed that the Town is correct in its requirements and processes. The Town is not duplicating work which is being done by other agencies, and it is doing what is required by law.

Staff Contact(s): Clerk Fields

clerk@townofyacolt.com

(360) 686-3922



Town of Yacolt Agenda Request

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

Name: Mayor Shealy, PWD Gardner

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayor@townofyacolt.com
pwd@townofyacolt.com

Alt. Phone: (360) 553-0013

ITEM INFORMATION:

Item Title: Restitution for Damage to Town Property

Proposed Meeting Date: March 10, 2025

Action Requested of Council: After hearing about the incident and potential plans for restitution, ask questions or give your input regarding a restitution agreement to be drafted.

Proposed Motion: TBD

Summary/ Background: On February 13th, when the snow hit Yacolt, a lot of reckless driving was taking place around Town. In the chaos, a local teenager hit and broke one of the Town's signs. He was caught, and Mayor Shealy wants restitution. This could involve cash payment, working it off, or a combination of both, and may involve a due date. The cost to replace the sign came to over \$820.00 including time and materials. (At minimum wage, that works out to be about 50 hours.)

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



Town of Yacolt Request for Council Action

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

Name: Mayor Shealy

Group Name: Staff

Address: 202 W. Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayor@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Engaging Additional Legal Help

Proposed Meeting Date: March 10, 2025

Action Requested of Council: After reviewing and discussing Mr. Bill Ehling's engagement letter and Heritage Corporate and Legacy Advisors' proposal, decide if you want to authorize Mayor Shealy to execute an agreement with either of those firms as presented, negotiate lower rates or any other changes, or continue looking for another attorney.

Proposed Motion: TBD

Summary/Background: Town Attorney David Ridenour has expressed that he needs to cut back on his workload. In November, the Town published an RFP for legal services, but received no responses by the RFP's ending date.

Bill Ehling, who has represented the Town in the past, said he is able to help take the burden from Mr. Ridenour. He sent an engagement letter to Mayor Shealy in mid-January, and it is attached here. In addition, Heritage Corporate and Legacy Advisors sent a proposal for their services. Both of those documents are included below.

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

Mayor Ian Shealy
mayor@townofyacolt.com
(360) 686-3922

Law Office of William J. Eling

Post Office Box 698

Brush Prairie, Washington 98606

[360] 260-1189

elinglaw@aol.com

January 14, 2025

Ian Shealy, Mayor
Town of Yacolt
Post Office Box 160
Yacolt, Washington 98675

David Ridenour, Attorney
Town of Yacolt
Post Office Box 160
Yacolt, Washington 98675

RE: Engagement & Appointment of Deputy Town Attorney

VIA EMAIL ONLY

Dear Mayor Shealy and Attorney Ridenour:

I accept the appointment as deputy town attorney for the Town of Yacolt based on the terms and conditions expressed in this letter. I understand that this is a limited, temporary appointment for legal matters, matters which have stretched current legal resources. Please sign and return a copy of this letter as confirmation of the appointment and mutual acceptance of the contractual terms and conditions.

1. Referral of Legal Matters: Upon appointment, the Town, through the Mayor and the Town Attorney, is referring code enforcement matters to Eling. Through the duration of this agreement the Town may refer additional matters to Eling. Upon description of the additional matters, Eling may choose to undertake the matter at his own discretion and based on his workload.
2. Documents/Communication/Coordination: Eling agrees to copy the Town and the Town Attorney with emails, memoranda, pleadings, briefing, notices and other written communication unless such communication is infeasible in a particular circumstance. The work shall be coordinated with the Town Attorney. The Town shall establish an email account for Eling and provide timely access to the Town website and records.
3. Cooperation: The Town agrees to direct its employees and independent contractors to cooperate with Eling in the matters which he is assigned.
4. Fees and Costs: The Town agrees to pay Eling's services at the rate of \$350 per hour billable in tenths of hours. The Town agrees to reimburse Eling for third party costs advanced for court filing fees, deposition fees, service of process and other similar costs. Eling shall give notice to the Town Attorney of any one expense exceeding \$750. Fees and costs shall be paid on a monthly basis.
5. Effective Date & Termination: This Agreement shall become effective on January 22, 2025, and continue on a month to month basis subject to either party providing 30 days written notice of termination without cause. "Written notice"

includes email, certified mail and personal delivery to the Town Clerk, Mayor, Town Attorney or Eling. Upon termination, Eling shall provide the Town those Town files in his possession and the Town shall pay his final billing.

6. Independent Contractor Status: Eling's services are provided as an independent contractor. Eling is not entitled to any Town employment benefits such as health care. Nevertheless, if any claim or complaint with a professional association is filed against Eling by third-parties related to his duties as deputy town attorney, the Town agrees to indemnify and hold him harmless to the extent allowed under RCW 4.96 for any act or omission done in good faith within the scope of his official duties.
7. Confidentiality: Eling and his employees shall maintain the confidentiality of all information provided by the Town or acquired by Eling in performance of this Agreement to the extent required by the Rules of Professional Conduct or unless required to disclose by Court order.
8. Public Records Requests: The Town shall pay Eling at the rate set forth in Section 4 for time spent responding to his participation in public records requests. This obligation shall survive the expiration or termination of this Agreement.
9. Professional Liability Insurance: Eling shall maintain professional liability insurance with limits of not less than one million dollars.
10. Disputes: The parties agree to resolve any differences arising under this Agreement in a timely, professional manner including mediation. If litigation arises, venue shall be Clark County Superior Court.
11. License: Eling certifies that he is a duly licensed attorney pursuant to the laws of the State of Washington and in good standing with the Washington State Bar Association.
12. Approval: Signing this Agreement constitutes the warranty and certification of each party that he is authorized under Washington law and/or Town ordinance to execute this letter as a binding agreement and confirms Eling's appointment as a deputy Town attorney.

TOWN OF YACOLT

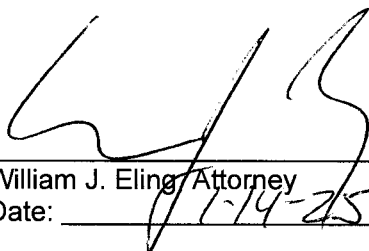
Ian Shealy, Mayor

Date: _____

Approved as to form only:

David Ridenour, Town Attorney

Date: _____



William J. Eling, Attorney
Date: 1-14-25



HERITAGE Corporate & Legacy Advisors

11101 NE 14th Street • Vancouver, WA 98684

Phone: 360-450-2372 • Fax: 360-362-8018

Mat.c@heritagelegaladvisors.com

www.heritagelegaladvisors.com

REQUEST FOR PROPOSAL – TOWN OF YACOLT

The following is a proposal prepared by Heritage Corporate & Legacy Advisors to provide legal services to the Town of Yacolt. Our firm would welcome the opportunity to serve the Town of Yacolt and we believe our team is extremely well positioned to perform the required work in an efficient and timely manner.

Heritage Corporate & Legacy Advisors is a firm with two attorneys and nine support staff, including paralegals, reception, and administrative support.

BID PROPOSAL

Heritage Corporate & Legacy Advisors is prepared to bid an annual budget of \$300,000 for legal services, based on a \$300 per hour rate for attorneys and an expectation of 1,000 hours per year required to address the needs of the Town of Yacolt. In the interest of using Town resources efficiently, Heritage intends to utilize support staff and paralegals for various tasks when possible at a reduced hourly rate of \$100 for legal assistants and \$150-175 for paralegals. This will allow the annual budget proposed above to cover more services for the Town without the need for delay or overbilling.

The firm does not anticipate any issues with meeting the needs of the Town of Yacolt and will be able to address all requests in a timely manner. The attorneys and support staff have the ability to manage the addition of the workload proposed above. In the event it ever appears that services are not being rendered as timely as desired, Heritage is willing and able to hire additional staff to address any deficiencies.

REQUESTED INFORMATION

1. Employment History/Practice Emphasis

Heritage Corporate & Legacy Advisors provides services related to small business advisement and estate planning in the greater Vancouver area. All work is centered around providing strategic guidance and planning for clients, either as individuals or businesses.

Matthew Cleary has spent his career acting as corporate and regulatory counsel for businesses in heavily regulated industries. This work has involved approximately five years of private practice advisement for nearly 300 unique businesses, as well as six years of in-house work, primarily with retail and manufacturing businesses. For both private practice and in-house representation, Mr. Cleary managed: (i) regulatory compliance, (ii) licensing, (iii) land use and zoning, (iv)

construction permitting, (v) purchase and sale of businesses, assets, and real property, (vi) employment law practices, (vii) procurement and/or fulfillment (including international distribution of hardware), (viii) contracts/transactional drafting, negotiating, and enforcing of agreements, and (ix) corporate governance matters, including advising executives and boards of directors for both public and private entities. Mr. Cleary has also handled administrative hearings, arbitrations, and litigation matters, largely related to licensing and contractual disputes.

Glenn Slate has decades of experience ranging from in-house representation of businesses throughout the Northwest, and, most recently, owning and operating Heritage Family Law since 2017. Mr. Slate is a seasoned litigator for family law, civil litigation, and business matters and brings a wealth of experience with local, state, and federal courts.

2. Qualifications

- a. Matthew Cleary was admitted to the Washington Bar in 2015 and has nine years of practice experience; Glenn Slate has been admitted to the Oregon, Massachusetts, Idaho and Washington Bar. He has thirty years of practice experience overall and seventeen years of practice experience in the state of Washington.
- b. Matthew Cleary has been representing businesses in their municipal matters since entering the legal profession in 2015, specifically land use and zoning requirements and local licensing for cannabis businesses throughout Washington.
- c. Matthew Cleary has particular knowledge of liquor and cannabis laws and regulations, and all relevant bodies of law for advising technology, retail, and/or manufacturing businesses: contracts (drafting and enforcement), administrative law, regulatory compliance, land use/zoning, permitting, intellectual property, purchase and sale (business acquisitions, asset sales, real property), corporate governance (maintaining corporate books and records, meeting minutes, government filing obligations for public and private entities), and employment matters.
- d. Matthew Cleary has participated in rules advisory committees with the City of Portland, the Oregon Liquor and Cannabis Commission, and the Washington State Liquor and Cannabis Board, including advising government leadership on proposed regulations and their implications for businesses, likely avenues for skirting the rules, and possible waste or impact on limited government resources. Mr. Cleary has also contributed to white papers prepared by the Oregon Cannabis Association for submission to the Oregon Congressional leadership considering statutory revisions. During law school, Mr. Cleary also worked for the New York State Office of General Services where he processed public disclosure requests on behalf of the State of New York.
- e. Matthew Cleary has done extensive research related to government and legal ethics requirements, specifically related to selective enforcement by government officials, abuse of discretion, etc.

- f. Matthew Cleary has general knowledge of election laws at the municipal level and is happy to take additional steps to gain expertise in the area if hired for the services by the Town of Yacolt.

3. Litigation Experience

Matthew Cleary has been involved in multiple contract disputes which proceeded to arbitration and/or trial related to the purchase and sale of businesses in Washington and Oregon. In each case, Mr. Cleary represented the seller against a defaulting buyer of the business and each case resulted in either a favorable settlement or decision from the court. Mr. Cleary has also recently represented a few clients in family law matters which are ongoing and without any notable decisions.

Glenn Slate has broad civil litigation experience in a small rural law office, including real estate purchase and sale, lot line disputes, timber trespass, PRA disclosure, executive disputes in closely held corporations, breach of contract, collections, evictions, heavy equipment purchase and leases.

4. Drafting Experience

Glenn Slate and Matthew Cleary have done extensive contract and transactional drafting throughout their careers. In private practice, much of their work has been handling the purchase and sale of businesses and real property, leasing, licensing agreements for intellectual property, and drafting and managing distributor/vendor agreements for both retailers and manufacturers.

Mr. Cleary, as in-house and General Counsel frequently prepared legal advisement memoranda for executives and/or boards of directors of both public and private entities, including an international device manufacturer with annual sales exceeding \$1 billion. Mr. Cleary has also drafted corporate resolutions and contributed to the drafting of statutes, regulations, and local ordinances related to cannabis.

Senior paralegal and firm administrator Matthew Kimball has seven years of contract and grant management experience. Within those seven years were three years of contract drafting experience and two years of grant writing experience gained from working for local counties in the area. Working each year within a strict annual budget.

5. Oral Advice

Matthew Cleary has advised the City of Portland related to cannabis enforcement and licensing obligations in order to improve efficiencies. This work was done orally through phone and video calls.

6. Other Types of Clients Represented

Matthew Cleary has represented companies in various industries and offering various services. These include retailers, manufacturers of edible products and hardware, technology and/or digital companies (SaaS, advertising, journalism), real estate holding companies, corporate investors, etc. Mr. Cleary has also represented individuals for estate planning, landlord/tenant issues, family law matters, and contract preparation or review.

Glenn Slate has been in-house counsel for several ecommerce companies, a specialty auction software company and a restaurant franchise. He has also represented hundreds of small traditional and specialty businesses.

7. Conflicts of Interest

Matthew Cleary does not have any known affiliations and/or clients which should create a conflict of interest with the proposed representation.

Glenn Slate does not have any known affiliations and/or clients which should create a conflict of interest with the proposed representation.

8. Professional References

Matthew Cleary:

- a. Aaron Pelley – partner at Harris Sliwoski; former supervisor at Cultiva Law PLLC: aaron@culturalaw.com, 206-432-7848
- b. Fergus Nolan – former COO at Drops Candies: fergusnolan1@gmail.com, 971-279-0375
- c. Meghan Miller – former COO at Chalice Brands Ltd: meghanmiller2626@gmail.com, 808-707-9007

Glenn Slate:

Matthew Cleary will be the primary attorney managing the work in this proposal and Glenn Slate will serve as an additional resource if timing or need requires. As such, Mr. Slate's references can be provided upon request as needed.



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: Re-visit Citizen Request to Re-name Park in Town

Proposed Meeting Date: March 10, 2025

Action Requested of Council: Continue discussion regarding the idea of re-naming a park (or other facility/location, or nothing for the time being) in Town after Tom McDowell

Proposed Motion: TBD

Summary/ Background: During the December and February Council meetings, Yacolt resident Joy Tindall's request to re-name one of Yacolt's parks after Tom (and possibly Dianne) McDowell was discussed. At the December meeting, Council felt that naming a facility after Mr. McDowell would be more appropriate for the Fire/EMS/Volcano Rescue to do. The topic got tabled until the February meeting, to give the Town's EMS Board Rep. a chance to bring this up at an EMS Board meeting. At the February Council meeting, the Fire/EMS Chief was present, and mentioned that they already have a large memorial plaque in place which honors Mr. McDowell. While Council acknowledged the contributions which the Station Mr. McDowell founded have made to this community (in fact the Town named McDowell Ct. in his honor), they also recognize that there have been a number of people over time who have made big contributions as well. There was some discussion, including alternative ideas for the Town to further honor Mr. (and Mrs.) McDowell – and others too. Council did not feel like a good solution was found, so they decided to continue discussion at tonight's meeting.

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



Town of Yacolt Agenda Request

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

Name: Mayor Shealy

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayor@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Revising Resolution #607

Proposed Meeting Date: March 10, 2025

Action Requested of Council: Consider suggestions for amending Resolution #607

Proposed Motion: TBD

Summary/ Background: Resolution #607 was adopted in September of 2022 as interim building department regulations, to remain in effect until permanent regulations are adopted. There have been discussions over this past year regarding amending that Resolution, to streamline the permitting process. Attorney Ridenour has been working to draft an amendment which would allow for an exception to our current processing requirements of having to have full legal, engineering, and building inspector's reviews before issuing certain types of permits, to allow simply for in-house administrative review and approval. This will potentially result in not just quicker issuance, but overall, less expensive permits for Applicants with these types of permits as well. Attorney Ridenour will detail specific areas he wishes to address in the amendment at tonight's meeting.

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



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

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Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Deposit Policy Update / Option for Remote Deposit Capture

Proposed Meeting Date: March 10, 2025

Action Requested of Council: Consider having the Town utilize a remote check imaging scanner (called Remote Deposit Capture, or "RDC") from US Bank to allow for immediate deposit of checks received.

Proposed Motion: "I move that the Town obtains and uses a check scanner/automatic deposit machine for its check deposits."

Summary/ Background: At the February Council meeting, Clerk Fields asked Council to consider having her draft a Policy for receipt depositing, allowing for deposits to be made up to a week after the revenue is received. Since then, we've learned of a service which the Town's bank (US Bank) offers, allowing for remote image scan and automatic deposit of checks. The cost to the Town for this machine/service would be about \$38/month. This would save on the cost of weekly or more frequent trips to make deposits, as most of the Town's non-automated revenue comes in the form of checks, rarely much cash. The scanner ensures security, accuracy and speed of funds availability. Staff is finalizing plans for how adoption of this technology would affect the Town's drafting of a Resolution that would relax the requirement for daily deposits. If Remote Deposit Capture is approved by the Council, the new policy would focus on cash deposits and ways to protect small cash payments in Town Hall without being forced to make such frequent trips to the bank.

Staff Contact(s): Clerk Fields

clerk@townofyacolt.com

(360) 686-3922



Town of Yacolt Agenda Request

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

Name: Attorney Ridenour

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

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Alt. Phone:

ITEM INFORMATION:

Item Title: Update on Interlocal Agreement with Clark County Fire Marshal

Proposed Meeting Date: March 10, 2025

Action Requested of Council: None; update only

Proposed Motion: None; update only

Summary/ Background: The Town used to have an Interlocal Agreement with the Clark County Fire Marshal for services such as existing occupancy inspections and fire cause investigations, but that has long-since expired. We would like to have a new Agreement with them so that we can count on them and there will be no questions regarding expectations and costs when the Town needs the Fire Marshal's services. Attorney Ridenour has been corresponding with the Fire Marshal and plans to draft the Interlocal Agreement. He will give more details tonight.

Staff Contact(s): Clerk Fields

clerk@townofyacolt.com

(360) 686-3922



Town of Yacolt Agenda Request

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

Name: Mayor Shealy, PWD Gardner

Group Name: Staff

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Yacolt, WA 98675

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pwd@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Update on Security Cameras

Proposed Meeting Date: March 10, 2025

Action Requested of Council: None; update only

Proposed Motion: None; update only

Summary/ Background: Most of the equipment has arrived, and preparations have been taking place for Phase 1 of the Security Cameras install, including configuring and site preps.

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



Town of Yacolt Agenda Request

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

Name: Public Works Director Gardner

Group Name: Staff

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Yacolt, WA 98675

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ITEM INFORMATION:

Item Title: Rec Park Parking Lot Fence Update

Proposed Meeting Date: March 10, 2025

Action Requested of Council: None; update only

Proposed Motion: None; update only

Summary/ Background: Our Public Works Department has been working on installing gates and having fencing installed at the Rec Park parking lot. Public Works Director Gardner will give a progress update.

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



Town of Yacolt Agenda Request

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

Name: Attorney Ridenour

Group Name: Staff

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Email Address: david@davidridenourlaw.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Status of Gravel Left in Rec Park Parking Lot

Proposed Meeting Date: March 10, 2025

Action Requested of Council: None; update only

Proposed Motion: None; update only

Summary/ Background: Last fall, a man whose company was contracted with by Clark County spoke with Yacolt's Public Works Director to see if he could use the Rec Park parking lot as a temporary storage facility for gravel to be used for a seal-coating project up Sunset Falls Rd. This was to be very temporary – a couple of weeks or so. But the gravel never got used for the project, and it is still sitting in our parking lot. Attorney Ridenour and PWD Gardner will share details on the history and current status.

Staff Contact(s): PWD Terry Gardner
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(360) 553-0013