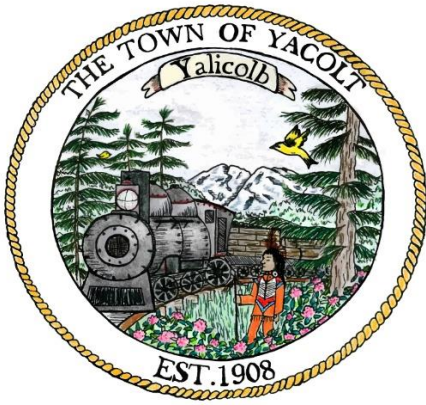




Town of Yacolt

Council Meeting Agenda

Monday, August 10, 2026
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Approve Minutes of Previous Meeting(s)

- [1.](#) Approve Minutes from July 7, 2026 Special Meeting
- [2.](#) Approve Minutes from July 13, 2026 Council Meeting
- [3.](#) Approve Minutes from July 15, 2026 Special Meeting

Citizen Communication

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

New Business

- [4.](#) Presentation: Clark County Commission on Aging Annual Report
- [5.](#) Petruszewicz Permission to Keep Goats and Ducks in Town
- [6.](#) Ordinance #608 re: Increasing Stormwater Service Fees
- [7.](#) Ordinance #609 re: Horses in Town
- [8.](#) Tree Trimming
- [9.](#) Schedule Special Meeting(s)

Unfinished Business

- [10.](#) Elevator Services Contract Update
- [11.](#) Ratify Mayor's Signature on UCPB Participation Agreement
- [12.](#) Resolution #646 re: Purchase of 206 W Cushman St.
- [13.](#) EV Backhoe Lease

Town Clerk's Report

Public Works Department Report

Attorney's Comments

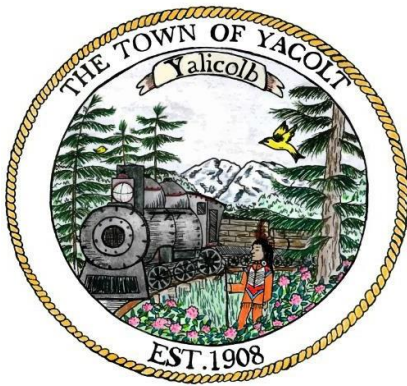
Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

Adjourn



Town of Yacolt
Town Council Special Meeting
Minutes
Tuesday, July 7, 2026
5:30 PM
Town Hall

Call to Order

5:30 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Kim Glassett, Craig Carroll, Marina Viray

Absent: Brandon Russell

Also present: Mayor Ian Shealy, Public Works Director Terry Gardner, Attorney Brian Gerst, Paul Dennis from Jackson Civil Engineering, and Clerk Fields

Unfinished Business

Discussion of Comprehensive Plan Updates

Mayor Shealy handed the meeting over to Paul Dennis, as he has been the main person working on the Town's Comp Plan Update. Paul handed out a copy of the DRAFT Comprehensive Plan. After going over a few details, he mentioned that every year when the Town adopts its 6-Yr. TIP Resolution, we should include in the Resolution that it is incorporated with the Town's Comprehensive Plan. Then he, the Mayor and Council went through the plan section-by-section, and it was noted that everywhere the Plan says "city", that needs to be changed to "Town" when referring to Yacolt. Paul then explained why the County is in charge of maintaining consistency with municipalities' Comp Plans. He asked if Council was comfortable enough with the Plan (including the minor changes they discussed) for him to have their blessing to send it in to the Dept. of Commerce for their 60-day review, and Council said they were. He said we should plan for a Public Hearing at the August Council meeting, we should get Commerce's review results back by September or October, and we'll then be able to adopt the Plan by Ordinance.

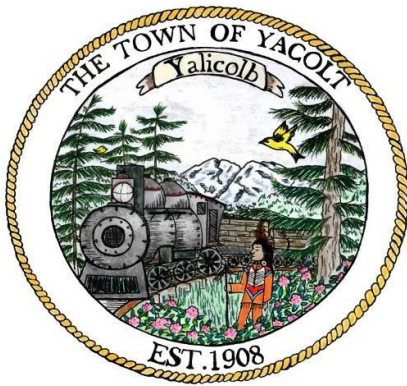
Adjourn

6:20 pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt

Town Council Meeting Minutes

Monday July 13, 2026

7:00 PM

Town Hall

Call to Order

7:00 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Kim Glassett, Craig Carroll, Brandon Russell, and Marina Viray
Also present: Mayor Ian Shealy, Public Works Director Terry Gardner, Attorney Brian Gerst, and Clerk Stephanie Fields

Late Changes to the Agenda

Add: Item 8.5: Report on Backhoe

Item 8.75: Roof Replacement at Town Park Bathroom

Item 15: Park Improvements: Splash Pad Options, Benches, Other Upgrades

Approve Minutes of 6/8/2026 Council Meeting:

Motion was made to approve the minutes as written.

Motion: Russell

2nd: Carroll

Aye: Carothers, Glassett, Carroll, Russell, Viray

Nay: 0

Motion Carried

Approve Minutes of 6/16/2026 Special Meeting:

Motion was made to approve the minutes as written.

Motion: Carroll

2nd: Carothers

Aye: Carothers, Glassett, Carroll, Viray

Nay: 0

Abstain: Russell

Motion Carried

Citizen Communication

Mike Garrison of the Silver Star Lodge of Freemasons made a presentation regarding planting a Liberty Tree in Yacolt.

Unfinished Business

Continuing Discussion re: Comprehensive Plan Update

Paul Dennis of Jackson Civil Engineering was not present, but earlier in the day, he confirmed that the Town's Proposed Update had been turned in to the WA Dept. of Commerce for their required review.

We are waiting until that review is completed, and table discussion until that time.

Ordinance #607 re: Budget Amendment and Acceptance of Grant to Purchase Community Center

Clerk Fields noted that one additional Tax Parcel needed to be added to the Ordinance. A motion was made to adopt the Ordinance, with that correction.

Motion: Carothers

2nd: Carroll

Aye: Carothers, Glassett, Carroll, Russell, Viray

Nay: 0

Motion Carried

Christmas Tree Star Repair

Public Works Director Gardner reported that United Rentals already has a 155' boom in Yacolt for another job and that we could likely get a break on the rental cost if we go ahead and use that while it's here. We will need cables, pulleys, and other equipment. Gardner will gather more info and will update Council at the August meeting.

Report on ADA Playground Equipment

Gardner then reported on prices he found for some ADA Playground equipment. A swing with a soft harness costs around \$1500, but one with a hard plastic harness was over \$2700. A motion was made to have him order one with the hard plastic harness providing the cost does not exceed \$3000, and replace one of the existing toddler swings with it.

Motion: Carroll

2nd: Viray

Aye: Carothers, Glassett, Carroll, Russell, Viray

Nay: 0

Motion Carried

Update on Nuisance Action

Attorney Gerst reported that a court case has been filed on behalf of the Town, and the papers should be personally served any day now.

Inspection Results for Future Community Center Property

After reviewing the Inspection Report, Councilmembers Carroll and Carothers engaged in a discussion regarding the building. Mayor Shealy encouraged Council to reach out to local contractors to see if they could find any who want to donate some work on the building as a community service donation and possible tax write-off. He already may have a company lined up to donate a re-roofing job. Other jobs which need done include: a kitchen update, wiring update + add a generator, convert the sanctuary into a gymnasium, etc. We should honor all donors with plaques on a wall at the Community Center.

EV Backhoe

Public Works had the backhoe here in Town for a weekend. They tried it out, as did Councilmembers Carroll and Russell. They all seemed to like it, and agreed that having a 3-year lease on it would give the Town time to save to actually purchase a new backhoe. They discussed sending N&S Tractor a Letter of Intent, but then asked the Clerk to send them each a copy of the proposed Contract, and to meet again on July 15th at 5:30 pm to discuss more details on the contract.

Bathroom Roof Replacement at the Town Park

Councilmembers Carroll and Russell said they could do the work if the Town provided the materials, since they both have construction backgrounds. A motion was made to fund this, with the donated labor, to be done on a weekend in August (probably after the Yacolt Night Out).

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

New Business

Pietila Request to Keep Chickens in Town

A motion was made to allow the Pietila family to keep chickens in their yard, as proposed.

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

Sharshakov Request to Keep Chickens in Town

A motion was made to allow the Pietila family to keep chickens in their yard, as proposed.

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

Public Hearing re: Shealy Conditional Use Permit

After introducing the subject, Mayor Shealy recused himself, as the Applicant is a family member. Mayor Pro Tem Russell then closed the meeting and opened the hearing, at 8:12 pm. After he read the Hearing summary and outlined the procedure, Councilmember Carroll recused himself, as he had a conflict of interest. Kim Shealy then spoke about the Inspired Learning Center, describing her non-profit business and how it helps to give kids more confidence to succeed. She meets kids at the school bus, and tutors one-on-one. After some comments from the public, Mayor Pro Tem Russell closed the Hearing and reopened the regular meeting, at 8:25 pm. A motion was then made to approve the Conditional Use Permit.

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

Civic Plus Agenda and Meeting Software Migration New Contract

Clerk Fields described the migration to the new meeting software, explaining why the price is higher than the old software, from the same company: this software will put us in compliance with new ADA website and publishing regulations which go into effect next spring. Councilmember Glassett noted that the price is actually a great deal, based on her experience with similar software. A motion was made to accept the quote and authorize Mayor Shealy to sign the Agreement.

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

Rotate Mayor Pro Tempore

Councilmember Carroll nominated himself to serve as the next Mayor Pro Tempore.

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

Rotate Finance Committee

Councilmember Carroll nominated Councilmember Russell to serve on the Finance Committee.

Motion: Carroll

2nd: Russell

Aye: Carothers, Glassett, Carroll, Russell, Viray

Nay: 0

Motion Carried

Park Upgrades

Councilmember Viray brought up three points:

1. Adding a splashpad dump-bucket and replacing the benches in the Town Park
(Council discussed this and asked if Public Works could strip one bench and repaint it this fall, to see if that would be cost-effective. They discussed what it might take to add a dump-bucket to the splash pad, or create a separate dump-bucket, and will discuss more in Budget meetings.)
2. Add a play structure at the ballfield
(Council decided that if NCLL would donate the play structure, this would be a “go”; otherwise not. Councilmember Carothers reminded everyone that when a survey was sent out to Town residents, their priority for park improvements was to add exercise equipment at the Rec Park.)
3. Replacement of the ramp between the sidewalk and poured rubber surface at the Town Park
(Public Works said they can replace the wood ramp with an asphalt one.)

Town Clerk's Report

- Working to finalize some language on the Interlocal Agreement with LaCenter for Building Inspector services.
- Received notice that we can begin ARPA Funding Report Closeout, since the funds have all been spent and reported.
- So far, Rendezvous Days net expenses were at \$8131.59, including fireworks, inflatables, coins, parade candy, etc.
- Already ordered supplies for Yacolt Night Out which will be on Aug. 4th, and already received donations toward it.
- Oktoberfest date was set for October 3rd.

Public Works Department Report

- Reported on RR Advisory Board meeting: they discussed recent event participation.
- Public Works staff has been working mostly on mowing, tree trimming, and swale cleaning.

Attorney's Comments

Attended the Regional Solid Waste Steering Committee meeting; the County is looking to replace their law firm who recently resigned.

Council's Comments

- Carothers – A lot of citizens have been asking him about the red, white and blue stripes on the road. Mayor Shealy responded that the stripes are to be returned to normal by All Seal at no cost to the Town.

Mayor's Comments

Public Works hours on just the green space along RR Ave amounted to roughly 200 hours, or around \$5000 cost to the Town last year. Also explained that Public Works is splitting up staff on different projects.

Approve to Pay Bills on Behalf of the Town

Motion: Carothers

2nd: Carroll

Aye: Carothers, Glassett, Carroll, Russell, Viray

Nay: 0

Motion Carried

Executive Session

Mayor Shealy closed the regular meeting and opened a 10-minute executive session to discuss real estate acquisition and potential litigation at 9:28 pm, to last until 9:38pm. It was announced that there may be Council action afterward. At 9:38, he extended the executive session to 9:44pm. At 9:44pm, he closed the Executive Session and re-opened the regular meeting. A motion was made authorizing Attorney Gerst to negotiate a settlement as discussed in executive session.

Motion: Carothers

2nd: Carroll

Aye: Carothers, Glassett, Carroll, Russell, Viray

Nay: 0

Motion Carried

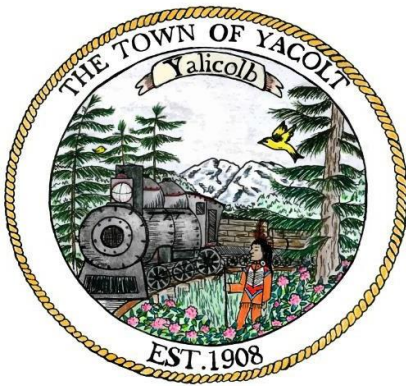
Adjourn

9:45 pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt

Town Council Special Meeting

Minutes

Wednesday, July 15, 2026
5:30 PM
Town Hall

Call to Order

5:30 PM

Flag Salute

Roll Call

Council Members Present: Kim Glassett, Craig Carroll, Brandon Russell, Marina Viray

Absent: Jeff Carothers

Also present: Mayor Ian Shealy, Attorney Brian Gerst, and Clerk Fields

A motion was made to excuse Councilmember Carothers' absence.

Motion: Carroll

2nd: Glassett

Aye: Carroll, Glassett, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Unfinished Business

Discussion of EV Backhoe

Clerk Fields reviewed documents and emails received from N&S Tractor. Attorney Gerst, Mayor Shealy, and the Council discussed the available leasing and purchasing options. The Council agreed that additional comparisons with diesel units are needed. It was also discussed that leasing the EV backhoe for three years would provide the Town with additional time to save funds for the future purchase of another unit. There was general agreement that purchasing this EV unit at the end of the three-year lease may not be in the Town's best interest due to concerns regarding battery life and other long-term considerations.

Attorney Gerst stated that it appears that the lease controls the entire agreement, yet all the blanks are incomplete. In addition, he noted the following:

- Warranty information is not adequately detailed
- Lease Agreement from N&S Tractor does not clearly define warranty coverage
- Waiver of defense leaves the Town of Yacolt with limited protection regarding warranty issues, claims, and other potential disputes with N&S Tractor.

The Council's consensus was that there are more red flags than green flags. They agreed to table further discussion until Attorney Gerst receives additional information regarding the WAZIP Program. In the meantime, it was agreed that staff should continue exploring other opportunities and available options.

Adjourn

6:23 pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____

DRAFT



Town of Yacolt Agenda Request

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

Name: Amy Wooten

Group Name: Clark County Commission on Aging

Email Address:

amy.wooten@clark.wa.gov

Phone: (564) 397-4913

Alt. Phone:

ITEM INFORMATION:

Item Title: Clark County Commission on Aging Annual Report Presentation

Proposed Meeting Date: August 10, 2026

Action Requested of Council: Listen to annual presentation by Clark County Commission on Aging. And to get any questions answered. Presented by Megan Anderson Ellen Rogers.

Proposed Motion: None; presentation only.

Summary/ Background: Every year the Clark County Commission on Aging presents their annual report to the Clark County Council and the surrounding municipalities. They are a volunteer advisory group, focusing on education, advocating, and recommendations to support the elderly, living in a healthy community.

Staff Contact(s): Clerk Fields

clerk@townofyacolt.com

(360) 686-3922



Annual Presentation to Clark County Council



2025 Focus on
Healthy
Communities &
Civic Engagement

Agenda



- Commission on Aging (COA)
- Aging Readiness Plan (ARP)
- 2025 – Focus on Healthy Communities & Civic Involvement
- Silver Citizen Award
- Other achievements



Background and 2025 Annual Report



Commission on Aging (COA)

- Nine-member volunteer commission.
- Provide leadership in addressing the special needs of the aging population
- Manage and assist with implementation of the Aging Readiness Plan (ARP)
- Update the ARP as needs change



Aging Readiness Plan (ARP)

- ARP updated in 2023
- Significant outreach and engagement
 - What makes an age friendly place
 - What improvements can be made



Aging Readiness Plan (ARP)



- ARP updated in 2023
- Significant outreach
- Governor's Smart Communities Award



Aging Readiness Plan (ARP) Chapters

- ARP Chapters:
 - Healthy communities
 - Housing
 - Transportation and mobility,
 - Civic involvement
 - Emergency preparedness



Aging Readiness Plan (ARP) Implementation

Focus for 2025

- Healthy Communities
- Civic Involvement



Implementation – Healthy Communities



FVRLibraries
FORT VANCOUVER REGIONAL LIBRARIES



CITY OF Vancouver
WASHINGTON



Issues Explored:

- Improving Access to Healthy Food
- Focus on Mental Health
- Focus on Health & Fitness
- Wrap-Around Care and Aging in Place

Implementation – Healthy Communities



Issues Explored:

- Improving Access to Healthy Food
- Focus on Mental Health
- Focus on Health & Fitness
- Wrap-Around Care and Aging in Place



Implementation – Healthy Communities

Topics Explored:

- Improving Access to Healthy Food
- Focus on Mental Health
- **Focus on Health & Fitness**
- Wrap-Around Care and Aging in Place



*Photo credit: City of Vancouver, Parks, Recreation and Cultural Service Department

Implementation – Healthy Communities



Topics Explored:

- Improving Access to Healthy Food
- Focus on Mental Health
- Focus on Health & Fitness
- **Wrap-Around Care and Aging in Place**



Implementation – Social Connection



Topics Explored:

- Intergenerational Connection
- Focus on Social Connection
- Volunteering and Social Connection

Implementation – Social Connection

Topics Explored:

- Intergenerational Connection
- Focus on Social Connection
- **Volunteering and Social Connection**



Commission on Aging (COA)

Other Issues covered:

- Options for Senior Housing
- Senior Property Tax Options



Silver Citizen Award



2025 Winner
Sharon Wodtke



Additional Commission Work

- Community presentations
- Letters of Support
- Proclamations



Thank you!

More information:

Commission on Aging

Webpage: <https://clark.wa.gov/aging>

Email: Cnty.Comm-aging@clark.wa.gov

Phone: 564-397-4516 or 564-397-4913

Staff: Susan Ellinger & Amy Wooten

Resources for older adults & caregivers:

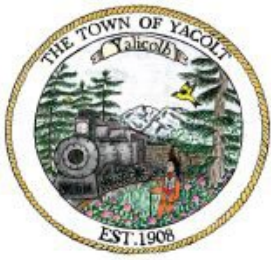
Aging & Disability Resource Center (ADRC)

Webpage: <https://www.helpingelders.org/>

Email: clarkadrc@dshs.wa.gov

Phone: 360-694-8144





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 St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Petrusewicz Permission to Keep Ducks and Goats in Town

Proposed Meeting Date: August 10, 2026

Action Requested of Council: Decide if Christopher Petrusewicz will be able to continue keeping his goats and ducks in his yard within Town Limits.

Proposed Motion:

Summary/Background: The Town was recently notified that the property at 210 N. Blackmore Ave. was housing goats and ducks, and sent the property owners a letter stating that keeping those animals in Town requires Council permission. The property owner, Christopher Petrusewicz, is now asking for the Yacolt Town Council's permission to keep the animals in his yard at 210 N. Blackmore Ave. He submitted a narrative, photos and map for Council review (attached below).

Yacolt Municipal Code ("YMC") Chapter 6.10 regulates the keeping of livestock, chickens, and other fowl within the Town's limits. Per YMC 6.10.030, anyone wishing to keep livestock or fowl in Town must first get permission from the Town Council:

6.10.030 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.

In addition, staff recommends that if this permission is granted, the same standards for keeping chickens should apply to keeping other fowl and livestock:

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.

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.

6.10.060 Livestock, Fowl or Chickens at Large

It is unlawful for any person being the owner or custodian of any livestock, fowl or chickens to permit such livestock, fowl or chickens to be at large upon any public street, highway, or public place, or upon the private property of another within the town.

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

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

To the Town Council and Zoning Administrator,

I am writing to formally request permission to keep five ducks and two goats on my property located at 210 n Blackmore Ave in Yacolt.

I intend to keep these animals strictly as personal pets and for sustainable family use. To ensure they do not disturb my neighbors or create any public nuisance, I am implementing the following management plan:

- **Housing:** A secure, covered coop for the ducks and a sturdy, predator-proof shed for the goats.
- **Fencing:** A robust, four-foot-high perimeter fence to keep the animals securely contained. With electric fence.
- **Sanitation:** Daily waste cleaning and regular bedding replacement to prevent any odor or pest issues.
- **Noise Control:** Choosing quiet breeds and housing them securely indoors during nighttime hours.
- 24/7 surveillance cameras.

Thank you for considering my request to welcome these animals to my property. I welcome the opportunity to discuss this further or answer any questions you may have.

Sincerely,

The petrusewicz

3608433213 or 3608435531

210 n Blackmore ave

Christopherpetrusewicz.1@gmail.com

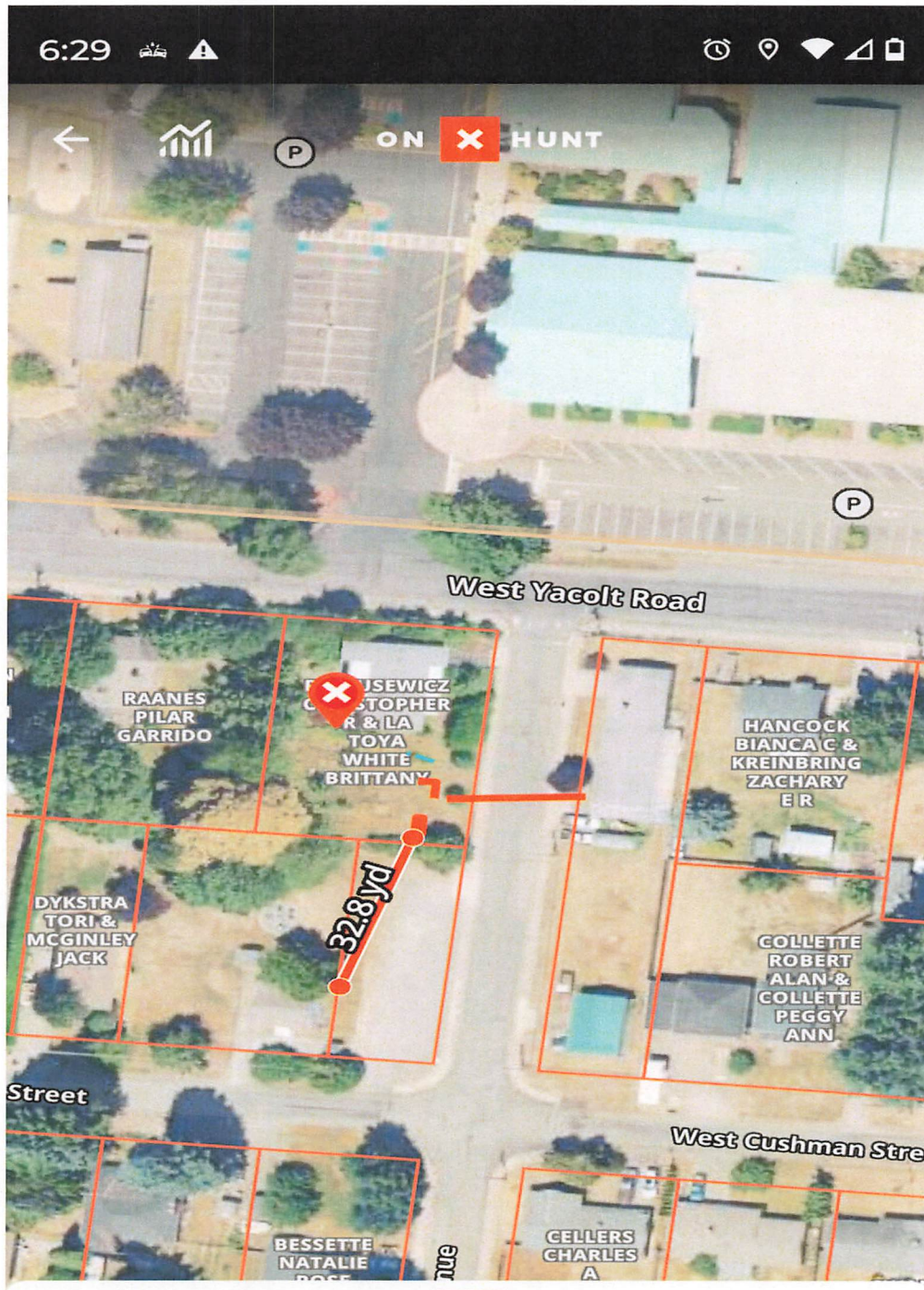
Please see pictures on next page for plan details.

210 N Blackmore Ave



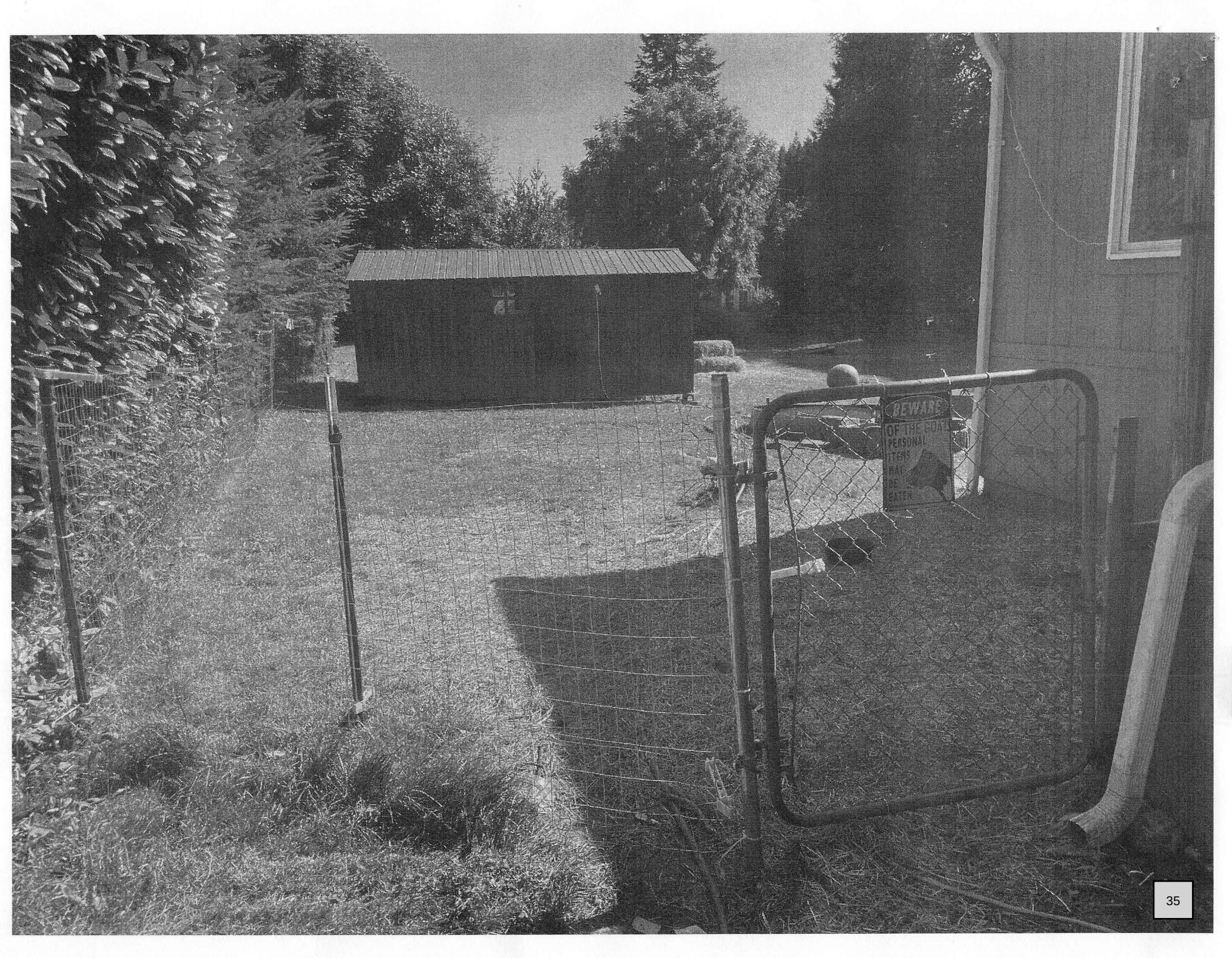
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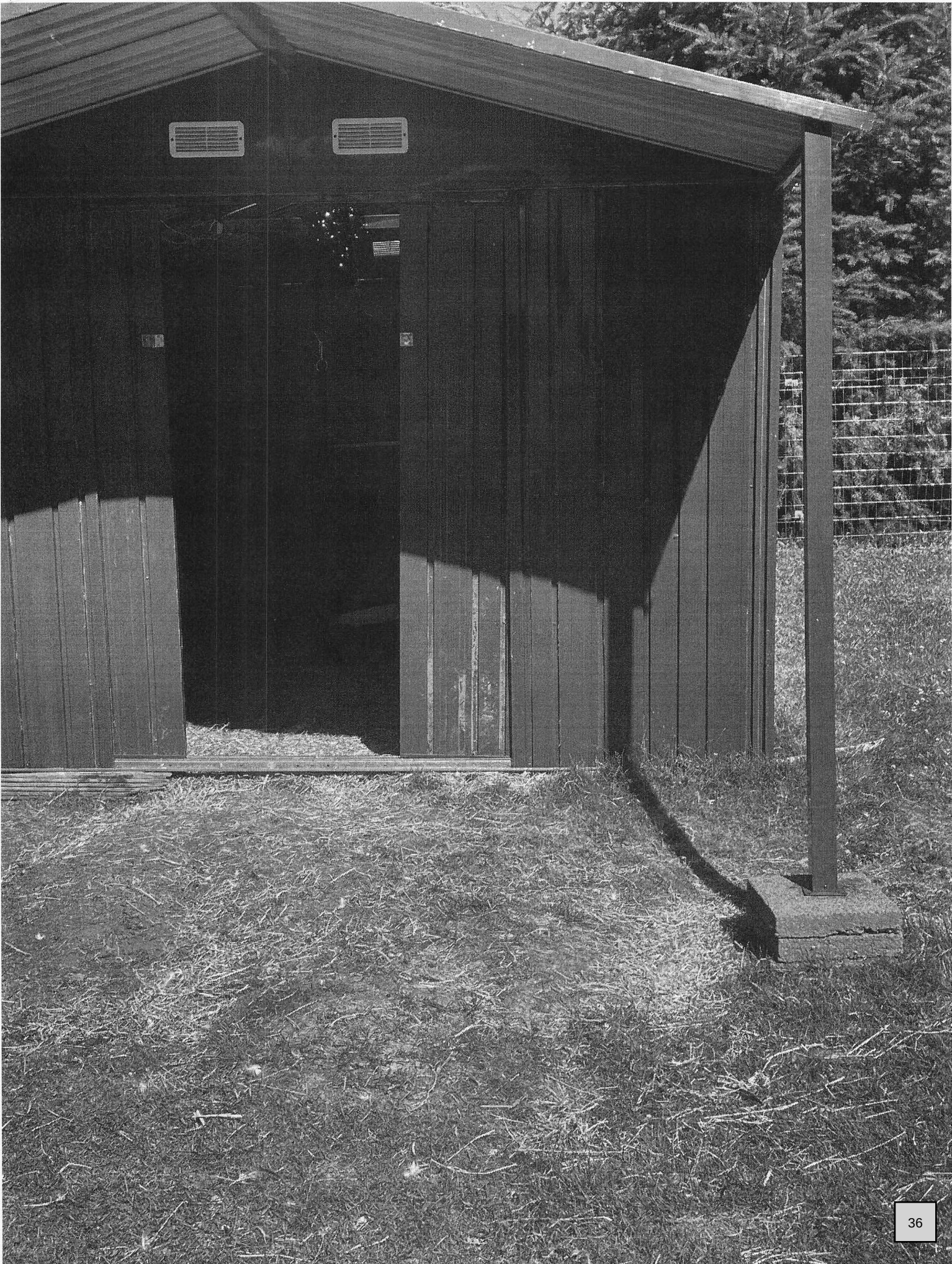
210 N Blackmore Ave

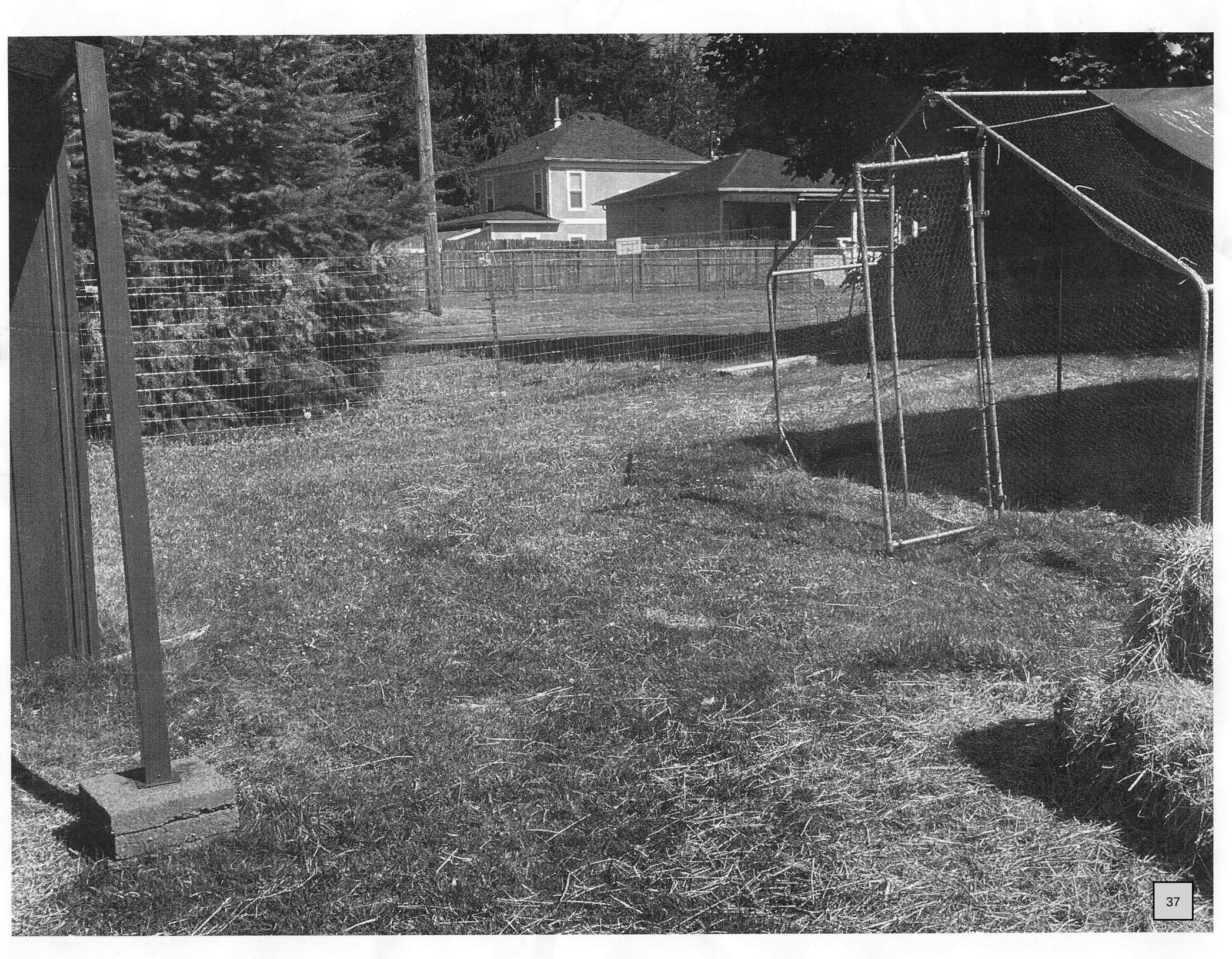


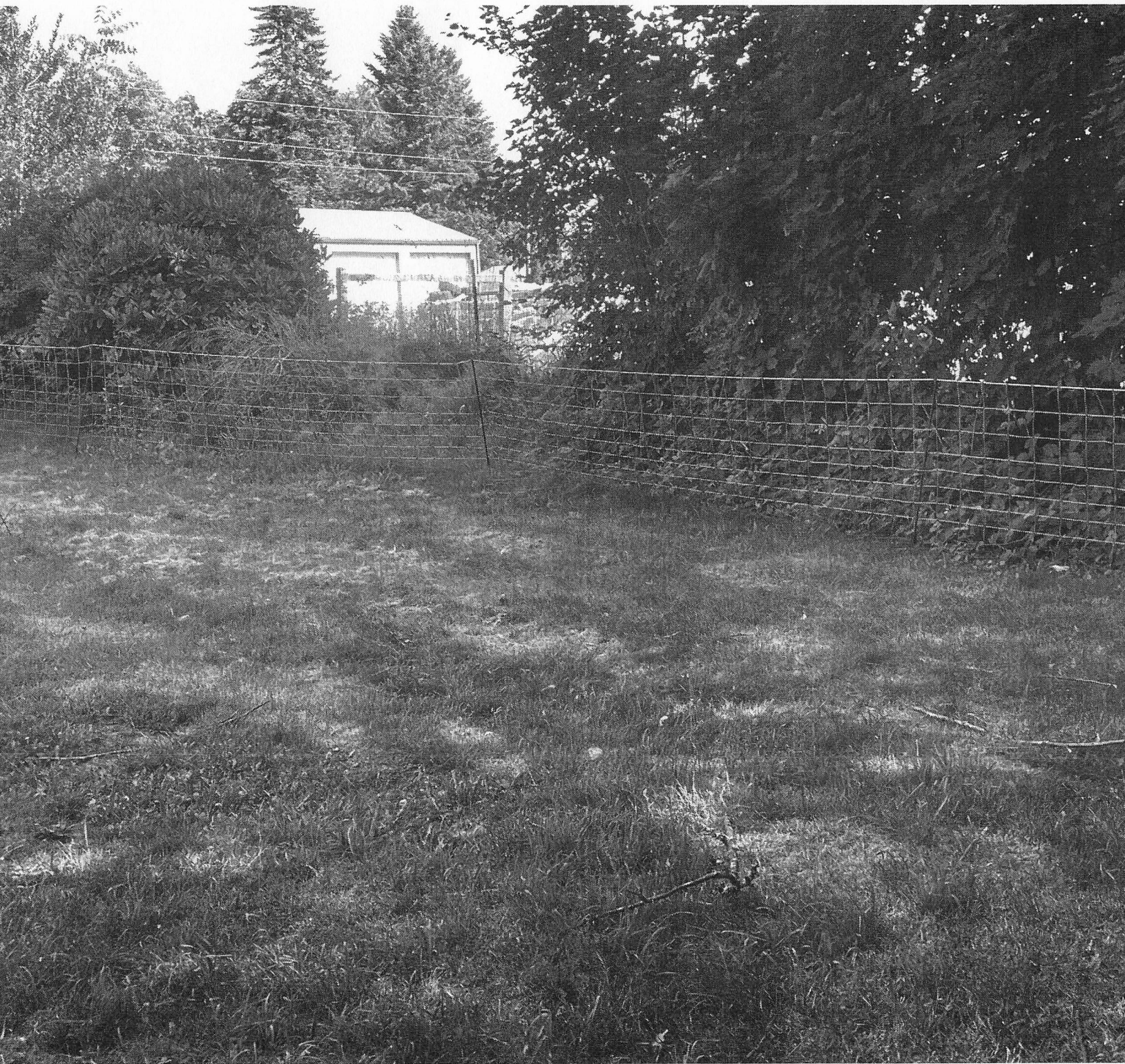
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07/29/26 06:27 PM

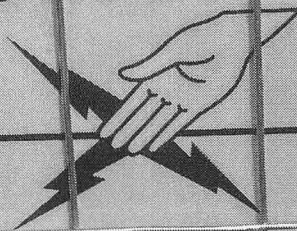


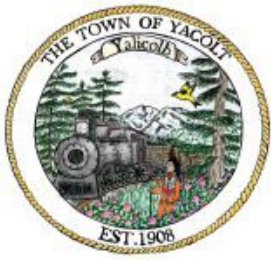






ELECTRIC FENCE





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 St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Ordinance #608 re: Stormwater Service Fee Increase

Proposed Meeting Date: August 10, 2026

Action Requested of Council: Review the Ordinance, and decide on a new rate for Stormwater Service Fees; adopt the Ordinance with the new rate.

Proposed Motion: "I move that the Town adopts Ordinance #608, with Stormwater Service Fees to be increased to the new rate of \$_____ per month."

Summary/Background: The current rate (\$6.00/month) for Stormwater Service Fees was set back in 2014, and has not increased since then, although the Town's costs have increased dramatically since then. The balance in that account is far from being able to cover the major maintenance which needs to be done at this time and in the near future. Some of the Town's manholes are in such disrepair they need major overhauls to prevent them from becoming sinkholes. As the Stormwater Fund is an enterprise fund, the fees collected are expected to cover the Fund's expenses. The only revenue coming into this Fund is through Stormwater Maintenance Fees. The Town must increase these fees so that it can make much-needed repairs to its storm drain system.

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

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

ORDINANCE #608

AN ORDINANCE OF THE TOWN COUNCIL OF YACOLT, WASHINGTON, AMENDING CHAPTER 13.10.230 OF THE YACOLT MUNICIPAL CODE SETTING THE RATES FOR STORMWATER SERVICE FEES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

Whereas, the Town has established its Stormwater Fund (#403) as a resource to fund appropriations for liabilities and expenses projected for maintaining its stormwater facilities as needed;

Whereas, pursuant to RCW 35.67 and RCW 35.92, the Town has full authority to impose stormwater fees to fund the construction, operation, and maintenance of stormwater control facilities and runoff management programs including cleaning catch basins, clearing drainage ditches, and inspecting pipes to minimize street flooding;

Whereas, the rates for stormwater fees are codified in the Yacolt Municipal Code (YMC) at Chapter 13.10.230;

Whereas, the Town last increased its stormwater service fee rates in Ordinance #518 on June 11, 2014;

Whereas, the Consumer Price Index indicates that during the years from 2014 through 2026, inflation rates have increased by over 40%, yet the Town has not increased its stormwater fees during that time;

Whereas, the Town's Stormwater Fund is designated as an enterprise fund, with collected fees intended to fully cover the Fund's operating costs, and beginning in 2025 and as projected for 2026 and beyond, the Stormwater Fund's anticipated revenues are no longer expected to be sufficient to cover its operating expenses, including payroll;

Whereas, the Mayor and Town Council evaluated and discussed the foregoing circumstances during a regular public Council meeting held on August 10, 2026 and found that an increase in its stormwater fees as described herein is appropriate and necessary for the preservation of the general public health, safety and welfare of the community; to provide revenues sufficient to support expenditures necessary for maintaining essential municipal stormwater services at acceptable levels; and to serve the best interests of the Town and its residents;

Whereas, the Town Council of the Town of Yacolt is in its regular session on this 10th day of August, 2026 and all members of the Town Council have had notice of the time, place, and purpose of this meeting;

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

Section 1 – Legislative Findings and Adoption of Recitals: The foregoing Recitals are hereby ratified and confirmed as being true and correct legislative findings of the Town Council and are hereby made a part of this Ordinance upon adoption.

Section 2 - Amendment of YMC 13.10.230: Section 13.10.230 of the Yacolt Municipal Code (Stormwater service fees) is hereby amended as set forth below. *(New Text is shown by underline. Deleted text is shown by strikethrough)*

13.10.230 Stormwater service fees.

A stormwater service fee of ~~\$6.00~~ [REDACTED] per residential home or stormwater service fee of ~~\$6.00~~ [REDACTED] per 3,000 square feet of commercial or institutional impervious surface will be charged monthly to each resident or property owner within the town of Yacolt.

Section 3 - Instructions to the Clerk: The Town Clerk shall:

- a). On or before the effective date of this Ordinance, send a copy hereof to General Code, so that the provisions of this Ordinance may be promptly reflected in the Yacolt Municipal Code.
- b). Cause notice of the adoption of this Ordinance to be published forthwith in the Town's official newspaper.
- c). Promptly post a copy of this Ordinance on the Town's website for public inspection.
- d). Promptly send a copy of the full text of this Ordinance to Clark Public Utilities' Accounting Department for notice of the rate increase to be made directly to those affected customers.

Section 4 – Savings Clause: YMC Chapter 13.10.230, which is being amended by this Ordinance #608, shall remain in full force and effect as amended in 2014, until the effective date of this Ordinance #608.

Section 5 - Severability: The provisions of the Ordinance are declared to be separate and severable. The invalidity of a clause, sentence, paragraph, subdivision, section or portion of this Ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

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.

Section 7 - Effective Date and Publication of Summary:

Ordinance #608 shall take effect on October 1, 2026, and after publication according to law. Notice of this Ordinance may be provided by publication of the following summary in the Town's official newspaper:

Town of Yacolt - Summary of Ordinance #608

The Town Council of the Town of Yacolt adopted Ordinance #608 at its regularly scheduled Town Council meeting held on August 10, 2026. The content of the Ordinance is summarized in its title as follows:

AN ORDINANCE OF THE TOWN COUNCIL OF YACOLT, WASHINGTON, AMENDING CHAPTER 13.10.230 OF THE YACOLT MUNICIPAL CODE SETTING THE RATES FOR STORMWATER SERVICE FEES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

The effective date of the Ordinance is October 1, 2026.

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

Published this 19th Day of August, 2026
Stephanie Fields, Town Clerk

PASSED by the Town Council of the Town of Yacolt, Washington at a regular meeting thereof this 10th day of August, 2026.

TOWN OF YACOLT

Ian Shealy, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to form:

Brian Gerst, Town Attorney

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

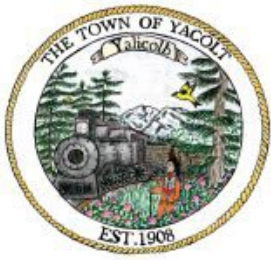
TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of Ordinance #608 of the Town of Yacolt, Washington, entitled "AN ORDINANCE OF THE TOWN COUNCIL OF YACOLT, WASHINGTON, AMENDING CHAPTER 13.10.230 OF THE YACOLT MUNICIPAL CODE SETTING THE RATES FOR STORMWATER SERVICE FEES; PROVIDING FOR AN EFFECTIVE DATE; 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: August 10, 2026
Published: August 19, 2026
Effective Date: October 1, 2026
Ordinance Number: 608



Town of Yacolt Request for Council Action

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

Name: Councilmember Craig Carroll

Group Name: Town Council

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: council3@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Ordinance #609 re: Livestock and Horses in Town

Proposed Meeting Date: August 10, 2026

Action Requested of Council: Consider Councilmember Carroll's proposal for amending Yacolt Municipal Code regarding livestock and horses being used within Town limits; adopt those changes in Ordinance #609.

Proposed Motion: "I move that the Town adopts Ordinance #609, amending YMC Ch. 6.10 regarding livestock and horses in Town limits."

Summary/Background: Although Yacolt's Municipal Code addresses livestock in Town, many folks have expressed that it is too restrictive when it comes to horses being used inside Town limits. As Yacolt is a rural Town, horses abound in the area. Furthermore, horses historically have been used to shape the Town, from simple transportation to logging, and for all sorts of agricultural work in the community. While some people have lodged complaints regarding manure being dropped on the Town's sidewalks, most people who have contacted Council members and Mayor have been in support of regulations to allow horses to be used in Yacolt. The changes proposed in Ordinance #609 add regulations which are more lenient as far as horses being led, ridden, or driven within Yacolt, but also require the handlers and/or owners of those animals to be responsible for messes and/or damage caused by the animals in their custody. The proposed Ordinance is attached below.

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

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

ORDINANCE #609

AN ORDINANCE OF THE TOWN COUNCIL OF YACOLT, WASHINGTON, AMENDING CHAPTER 6.10 TO THE YACOLT MUNICIPAL CODE REGARDING LIVESTOCK ON PRIVATE OR TOWN PROPERTY; ADDING REGULATIONS REGARDING HORSES IN TOWN; PROVIDING FOR RETROACTIVE EFFECT; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

Whereas, Yacolt Municipal Code Ch. 6.10 regulates livestock within its Town limits;

Whereas, the Town of Yacolt is surrounded by unincorporated Clark County, whose residents enjoy the pleasures of bucolic life, including that of keeping livestock on their properties;

Whereas, Yacolt Municipal Code Ch. 6.10.20 provides as follows: “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.

Whereas, the Town Council of the Town of Yacolt believes that it is in the best interests of the Town to have clearly established regulations for horses being used within Town limits; and,

Whereas, the Town Council is in regular session this 10th day of August, 2026, 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 – Amending YMC Ch. 6.10 (strikeouts are deletions of existing Code, underlines are additions to existing Code):

Chapter 6.10.10 **Definitions.**

“Horse”

means any animal of an equine nature including horses, mules, donkeys and ponies.

Chapter 6.10.080

Livestock on private or town property

It shall be unlawful for any person to permit or allow the leading, driving, or riding of any livestock on private property without permission from the property owner, or on town property such as parks or parkways, sidewalks, or using any part thereof for a bridle path. ~~It shall, however, be lawful for any person to permit or allow the leading or riding of any livestock on private property or town property for special events such as parades with prior written permission from the mayor of the town of Yacolt, Washington.~~ Horses shall be allowed to use the Town’s streets and alleys provided they travel with a qualified handler, at a walk in single file on the right-hand side of the street in the direction they are traveling, observing the same rules of the road as do automobiles; and further, providing that no person shall engage a horse in jogging, trotting, pacing, cantering, loping, galloping or at any other gait except at a walk. Any horse owner, horse user or other person who allows a horse to walk off the paved portion of the street or alley shall be liable for the damages to the street, alley, shoulder, ditches, driveways or other portions of property owned by the Town or any private owners. If any manure is dropped by a horse being led, driven, or ridden, the handler of the horse shall be responsible for immediately removing the manure. The owner and the

user of any horse violating the terms of this chapter shall be jointly and severally liable for the acts of the horse.

Section 2 – Retroactive Effect and Ratification of Actions: Notwithstanding any other term of this Ordinance, this Ordinance shall be given retroactive effect, and prior acts of the Town that are consistent with Section 1 above are hereby ratified and confirmed.

Section 3 – Instructions to the Clerk: The Town Clerk shall:

- a). Upon the Effective Date of this Ordinance, send a copy hereof to General Code Company, so that the provisions of Section 1 of this Ordinance may be promptly reflected in the Yacolt Municipal Code.
- b). Cause notice of the adoption of this Ordinance to be published forthwith in the Town's official newspaper pursuant to Section 4 below; and,
- c). Promptly post a copy of this Ordinance on the Town's website for public inspection.

Section 4 - Severability: The provisions of the Ordinance are declared to be separate and severable. The invalidity of a clause, sentence, paragraph, subdivision, section or portion of this Ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

Section 5 – Effective Date and Publication of Summary: This Ordinance shall take effect immediately upon adoption and publication according to law. Notice of this Ordinance may be provided by publication of the following summary in the Town's official newspaper:

Town of Yacolt - Summary of Ordinance #609

The Town Council of the Town of Yacolt adopted Ordinance #609 at its regularly scheduled Town Council meeting held on August 10, 2026. The content of the Ordinance is summarized in its title as follows:

AN ORDINANCE OF THE TOWN COUNCIL OF YACOLT, WASHINGTON, AMENDING CHAPTER 6.10 TO THE YACOLT MUNICIPAL CODE REGARDING LIVESTOCK ON PRIVATE OR TOWN PROPERTY; ADDING REGULATIONS REGARDING HORSES IN TOWN; PROVIDING FOR RETROACTIVE EFFECT; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

The effective date of the Ordinance is August 19, 2026.

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 19th day of August, 2026.
Stephanie Fields, Town Clerk

PASSED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 10th day of August, 2026.

TOWN OF YACOLT

Ian Shealy, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

Brian Gerst, 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 #609 of the Town of Yacolt, Washington, entitled “**AN ORDINANCE OF THE TOWN COUNCIL OF YACOLT, WASHINGTON, AMENDING CHAPTER 6.10 TO THE YACOLT MUNICIPAL CODE REGARDING LIVESTOCK ON PRIVATE OR TOWN PROPERTY; ADDING REGULATIONS REGARDING HORSES IN TOWN; PROVIDING FOR RETROACTIVE EFFECT; PROVIDING FOR AN EFFECTIVE DATE; 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:

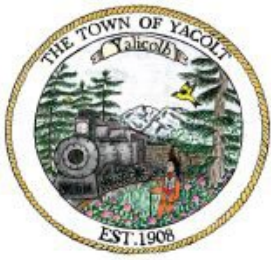
Stephanie Fields, Town Clerk

Approved: August 10, 2026

Published: August 19, 2026

Effective Date: August 19, 2026

Ordinance Number: 609



Town of Yacolt

Request for Council Action

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

Name: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Tree Trimming

Proposed Meeting Date: August 10, 2026

Action Requested of Council: Discuss if/how you want to move forward with trimming of trees along Town streets and in the Cemetery.

Proposed Motion: TBD

Summary/Background: The Town has received complaints regarding a tree in the Cemetery pushing down on an adjacent property owner's fence. There are also a number of trees along streets and sidewalks which appear to potentially be hazardous. Public Works Director Terry Gardner had a couple of arborists come out to evaluate some potentially problematic trees in Town.

Trees which are located in the planter strip adjacent to someone's property are technically the responsibility of that homeowner, per Yacolt's Engineering Standards, established in 1994:

"3A.20 Landscaping in the Right-Of-Way, Easements and Access Tracts

A. Plantings established in the right-of-way shall be maintained by the abutting property owner." However, when branches hang over streets and sidewalks, the Town is responsible for keeping the branches trimmed up to fourteen and seven feet high, respectively.

One of the bids Mr. Gardner received regarding the trees he had evaluated is attached below. It is very detailed regarding what each tree needs to have done. The other bid is basically for pruning, and doesn't really give an analysis of what's going on with any of the trees.

At tonight's meeting, Council should discuss two things:

- 1) Whether they want to have the recommended pruning done on the trees in the Cemetery
- 2) How they want to handle the other hazardous trees over the Town's right-of-ways (simply send letters to each homeowner explaining that an arborist advised pruning or removal of their trees and advise them to have work done and that they are responsible and they assume full risk, offer to cover the portion of the cost of the pruning over the Town's right-away but the homeowners must cover the rest of the cost, or???)

As the detailed bid shows, some of the work should be taken care of immediately. And in at least one instance, removal of one of the hazard branches could cause the remainder of the tree to come down on the owner's house.

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

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



Family Owned Business Since 1974
Serving all Forestry and Tree Service Needs
Owner: Clayton Adams 360-608-2223

Bid Form 8-3-2026

Trees by location and pricing (work involves full cleanup and wood removal)

Humphrey Street: 5 maples in front of address 105. (#2 from the west has a dead limb broken off and hanging, must be removed soon for safety.) (Tree #4 from west end of row has a serious split between two main stems. Recommend removal of north-most, 8" stem.) (Tree #5 from west end of row is hollow in its base. Recommend removing several limbs from northeast limb over cable line.) (All five trees have limbs reaching within 10' of power lines. Recommend shorting limbs back to 15' distance.) Total price for this location NOTE: Should inspect and maintain safety in these trees, as needed, every two years. **Cost = \$3,500 + 8.5% sales tax.**

Cemetery: Recommend pruning 2 maples along north fence line. Reason for pruning is that both trees have increasing canopy's extending over the fence line onto the neighboring properties. Will need to prune all sides of these trees to keep them balanced. **Cost = \$1,800 + sales tax.**

Hubbard & Cushman: 2 dead birch for complete removal. Both trees are a hazard to the adjacent road. **Cost \$1,750 + sales tax.**

Hubbard & Clark: 1 dead birch for complete removal. This tree is a hazard to the adjacent road. **Cost \$700 + sales tax.**

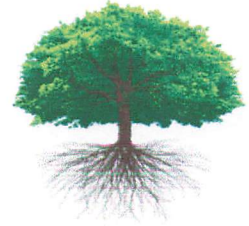
Work begins on Yacolt Road and extends westward to include maples across from the library. Begins with 1 large diameter western red-cedar with multiple tops. Safety is reason for full removal. Would use the offered 185' lift for this tree. Work at "Mary's." Includes extensive work in 1 maple with decayed wood in the tree, plus removing limbs from other maples. Corner of Hubbard & E. Yacolt Road remove limbs reaching over house from 1 maple. West of Hubbard & E. Yacolt Rd. Prune limbs overhanging sidewalk. At Julia's home there is a large maple with decay in each fork of the tree. There is a condition to this tree. The south-most stem with decay leans over the sidewalk. For safety to the town that stem must be removed. When removed, this action will leave all of the remaining tree leaning over Julia's home. Ask about cost sharing. Recommend complete removal of this tree. Cost for all work in this section. **Cost \$23,500 + sales tax.** **Total for all work listed: \$31,250 + 8.5% sales tax = \$33,906.25**
We will work with Terry Gardner, as we go, to accommodate changes in any of the listed work.

ESTIMATE

ARBOR SCIENCE TREE CARE

23800 NE Jehnsen Rd
Yacolt, WA 98675

arborscience@gmail.com
+1 (360) 521-0249
arborsciencetreecare.com



Bill to
Town of Yacolt
202 W cushman st
Yacolt, wa 98675

Ship to
Town of Yacolt
202 W cushman st
Yacolt, wa 98675

Estimate details

Estimate no.: 4671
Estimate date: 08/06/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Structure Clearance	304 E Yacolt Rd- Structure clearance ad target prune major deadwood in two large Norway maple tree. Gain clearance of 13-15' above roof Structure clearance and end weight reduction over home on cedar tree (E side of driveway) Gain clearance of 13-15' above home	1	\$1,700.00	\$1,700.00
2.		Structure Clearance	203 N Cedar ave- Structure clearance, end weight reduction over home and target prune major wood in lower canopy on large cedar tree (south of home). Gain clearance of 13-15' above home	1	\$585.00	\$585.00
3.		Target prune	105 W Humphrey- Target prune major deadwood and hanging deadwood in five Norway maples along roadway. Include light end weight reduction and clearance off of home owners yard.	1	\$795.00	\$795.00
4.		Low limb lift	Yacolt Cemetery- Raise canopies on two sugar maple tree over homeowners yard along N fence line. Gain clearance of 12-14' above neighbors property.	1	\$795.00	\$795.00
5.		Chipping and debris removal	All prices include full clean-up and chipping of all debris. Any firewood will be left on site cut into 16" rounds.	1	\$0.00	\$0.00

6.

Removal

Single dead birch e side of hubbard -
Remove birch tree chip and haul
debris cut all firewood into 16" rounds
to be left onsite in back yard.
*not included in total

0

\$550.00

\$0.00

Subtotal

\$3,875.00

Sales tax

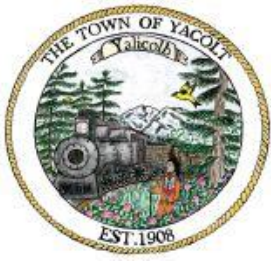
\$337.13

Total

\$4,212.13

Accepted date

Accepted by



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 St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Schedule Special Meeting Including Budget Workshop

Proposed Meeting Date: August 10, 2026

Action Requested of Council: Set date(s) and time(s) for Special Meeting + Budget Workshop(s)

Proposed Motion: "I move that we schedule (a) special meeting(s) plus (a) budget workshop(s) on the following date(s) and time(s):

_____."

Summary/Background: It's that time of year again: time for the Town Council to begin its budget analysis and projections for next year. We will likely have between three and six of these workshops before finalizing and adopting next year's budget. In addition, there are items which are not quite ready to be finalized at this meeting, but need to be before the September Council meeting, so a Special meeting needs to be scheduled anyway. The next Events planning meeting has already been scheduled for August 24th, so August 17th would be a good day for a Special meeting/workshop to be held. That is also the very earliest day we could cover one of the topics needing to be discussed. Will the 17th work for Councilmembers? Would a later date work better?

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

Mayor Ian 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

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Elevator Contract Update

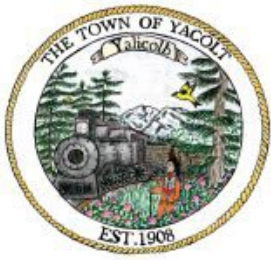
Proposed Meeting Date: August 10, 2026

Action Requested of Council: None; update only

Proposed Motion: None; update only

Summary/ Background: Clerk Fields sent the Town's Contract to Lift You Up Elevator Services but has not received it back yet. She will have the latest update for Council at tonight's meeting.

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: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Intergovernmental Agreement re: Urban County Qualification for CDBG and HOME Grant Programs

Proposed Meeting Date: August 10, 2026

Action Requested of Council: Ratify Mayor Shealy's execution of the attached Intergovernmental Agreement

Proposed Motion: "I move that the Yacolt Town Council ratifies Mayor Shealy's execution of the Intergovernmental Agreement regarding the Town's participation in the Urban County Qualification for the CDBG and HOME programs."

Summary/Background: During the June 8th Council meeting, the Yacolt Town Council discussed and approved the Town's participation in the Urban County Qualification for CDBG and HOME grants. Prior to this year, renewal in the program has been automatic. This is the first year the County and HUD required municipalities to actively express their intent to participate in the programs by entering into an Intergovernmental Agreement. The Agreement has been reviewed by both HUD and County attorneys and has been approved by the Town's own attorney. All of the small municipalities in Clark County are participating in the Programs and the Agreement. The Agreement was not sent out until after the Town's July 13th Council meeting, and HUD required the executed Agreement to be submitted on or before August 10th. In other words, it had to be signed and submitted by Mayor Shealy before tonight's meeting. So ratification by Council is now needed to confirm the Town's participation. The Agreement is attached below.

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

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

#2026-HUD-CITIES

INTERGOVERNMENTAL COOPERATION AGREEMENT
between CLARK COUNTY and the CITIES OF BATTLE GROUND, CAMAS,
LA CENTER, RIDGEFIELD, WASHOUGAL, WOODLAND, and TOWN OF YACOLT

2027-2029 THREE-YEAR URBAN COUNTY QUALIFICATION and SUCCEEDING THREE-
YEAR QUALIFICATION PERIOD for
COMMUNITY DEVELOPMENT BLOCK GRANT and HOME INVESTMENT PARTNERSHIPS
PROGRAMS

THIS COOPERATION AGREEMENT (hereinafter referred to as "Agreement") is entered into between Clark County (hereinafter referred to as "COUNTY"), a political subdivision of the State of Washington, and the cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, Woodland, and the Town of Yacolt (hereinafter referred to as "CITIES"), that are each a municipal corporation of the State of Washington within Clark County, for the cooperation of units of local government under the authority of RCW 39.34. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the United States Congress has enacted the Housing and Community Development Act of 1974 (Act), as amended; and
- B. WHEREAS, Congress has found and declared that the nation's cities, towns, and urban communities face critical social economic and environmental problems; and
- C. WHEREAS, Congress has further found and declared that the future welfare of the nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and
- E. WHEREAS, consistent with this primary objective, the federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:
 - 1. The elimination of slums, blight and the prevention of blighting influences, and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income.
 - 2. The elimination of conditions which are detrimental to health, safety and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities.
 - 3. The conservation and expansion of the nation's housing stock to provide a decent home and a suitable living environment for all persons, but principally those of low- and moderate-income.

4. The expansion and improvement of the quantity and quality of community services, principally for persons of low- and moderate-income, which are essential for sound community development and the development of viable urban communities.
 5. A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers.
 6. The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial de-concentration of housing opportunities for persons of lower income, and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of high income.
 7. The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons.
 8. The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population out-migration or a stagnating or declining tax base.
 9. The conservation of the nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.
- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its CITIES; and
- G. WHEREAS, Title I of said Act provides that urban counties may, under some circumstances, receive entitlement for community development funds; and
- H. WHEREAS, one of the criteria for Urban County eligibility is a county population of at least 200,000; and
- I. WHEREAS, the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, Woodland, and Yacolt desire to participate in the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME); and
- J. WHEREAS, this Agreement shall be authorized by the COUNTY and CITIES governing body and executed by the chief executive officer; and
- K. WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has specified the minimum provisions which must be included within any intergovernmental cooperation agreement into which local governments enter to qualify for Urban County eligibility.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows.

- L. The COUNTY and the CITIES agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
- M. The CITIES authorize the inclusion of their populations for purposes of the Act to qualify the COUNTY as an Urban County and Participating Jurisdiction for Community Development Block

Grant and HOME Investment Partnerships Program funds from HUD.

- N. The COUNTY, as the applicant and grantee, assumes full responsibility, including final approval of the annual program, and also assumes all obligations of an applicant as specified in the Housing and Community Development Act of 1974, the amendments thereto, the National Affordable Housing Act of 1990, the amendments thereto, and the regulations thereunder, for Community Development Block Grant and HOME Investment Partnership (HOME) activities for Fiscal Year appropriations and program income generated from the expenditure of such funds. Projects may also be implemented, and funds expended in accordance with subgrant agreements between the COUNTY and the CITIES signatory to this Agreement.
- O. The COUNTY, as the Grantee, shall not fund activities in or in support of, any CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- P. Pursuant to 24 CFR §570.501(b), the CITIES shall be subject to the same requirements applicable to subrecipients including the requirement of a written agreement as set forth in 24 CFR §570.503.
- Q. The COUNTY and CITIES agree that CDBG and HOME grants will be conducted and administered to take all action necessary to assure compliance with:
 - 1. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended.
 - 2. Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42.
 - 3. Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, and Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146.
 - 4. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35.
 - 5. Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part I.
 - 6. Title VIII of the Civil Rights Act of 1968, also known as the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing per 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.
 - 7. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24.
 - 8. Section 3 of the Housing and Urban Development Act of 1968.
 - 9. Any other applicable laws and regulations.
- R. The COUNTY and CITIES agree that, in the event a city undertakes any activity with urban county CDBG or HOME funds which generates program income as defined by the CDBG and HOME regulations, such program income must be paid to the COUNTY.

- S. The COUNTY is responsible for monitoring and reporting to HUD all such program income and the use thereof; therefore, CITIES shall be required to perform appropriate record keeping and reporting as shall be necessary for the COUNTY to perform its required monitoring and reporting function.
- T. The COUNTY and CITIES agree that if real property is acquired or improved, in whole or in part, with CDBG or HOME funds, the following standards shall apply:
 - 1. The CITY shall provide timely notification to COUNTY of any modification or change in the use of such real property at the time of acquisition or improvement, including disposition.
 - 2. In the event the property acquired or improved, in whole or in part, with CDBG funds is sold or transferred for a use which does not qualify as an eligible activity under the CDBG regulations, CITY shall reimburse the COUNTY program in an amount equal to the current fair market value, less any portion thereof attributable to expenditures of non-CDBG funds.
 - 3. Program income generated from the disposition or transfer of property prior to the closeout of a CITY's project activities, the change of status of a CITY, or termination of this Cooperation Agreement between COUNTY and CITY shall be subject to the requirements of Section R of this Agreement.
- U. For the purposes of developing program plans, a Policy Board is hereby established which shall guide in the development of policies and make recommendations to the COUNTY. Such recommendations shall be based upon established criteria for selection of eligible CDBG and HOME activities within the urban county. COUNTY shall receive and act upon the recommendations of said Policy Board, but in no event shall the COUNTY waive or delegate its legal responsibilities as grantee.
- V. The Policy Board shall submit to the COUNTY recommendations for projects and priorities consistent with the objectives of the Housing and Community Development Act of 1974 and National Affordable Housing Act of 1990, as amended and the Consolidated Plan.
- W. The CITY agrees not to apply for grants under the Small Cities or Washington State CDBG or HOME Programs from appropriations for fiscal years during the period in which it is participating in the urban county CDBG and HOME program covered by this Agreement.
- X. The CITY agrees not to sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-federal consideration, but must use such funds for activities eligible under Title I of the Act.
- Y. The CITY agrees not to participate in a HOME consortium except through the COUNTY, regardless of whether the COUNTY receives a HOME formula allocation.
- Z. The CITY as a cooperating unit of general local government has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
-
- AA. This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028, and 2029, and until CDBG funds, HOME funds, and program income received during the three-year program period are expended and the funded activities completed. Neither the COUNTY nor CITIES may terminate, withdraw, or be removed from the program during the three-year program period.
 - BB. This Agreement shall automatically renew for participation for one successive three-year Urban County qualification period of 2030, 20231, and 2032, unless the COUNTY or the CITY provides written notice to the other party it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD.gov Urban County website. The COUNTY shall notify CITIES in writing of the CITIES right to make this election.
 - CC. The COUNTY and CITIES agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by the COUNTY or CITIES to adopt any such amendment, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the Agreement for such qualification period.
 - DD. The signatory to this Agreement shall remain full participants in the Urban County programs for the life of this Agreement and be bound by its requirements.
- IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 2 day of July, 2026.

CERTIFICATION:

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under state and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal, and publicly assisted housing.

CLARK COUNTY

Approved as to form:

Rebekah Ward-Palmerton

Signature

Senior Deputy Prosecuting Attorney

Title

06/29/26

Date

Signature of authorized official:

Kathleen Otto

Signature

County Manager

Title

07/02/26

Date

CITY OF BATTLEGROUND

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF CAMAS

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF LA CENTER

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF RIDGEFIELD

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF WASHOUGAL

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF WOODLAND

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

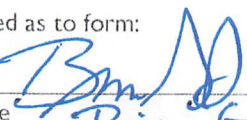
Title

Date

TOWN OF YACOLT

Approved as to form:

Signature


Brian Gerst

Yacolt Town Attorney

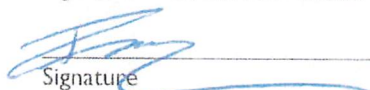
Title

Date

8/4/26

Signature of authorized official:

Signature

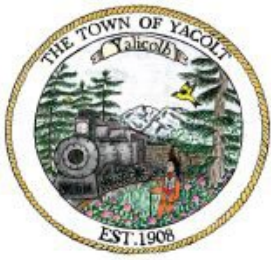


Mayor of Yacolt

Title

Date

8-4-26



Town of Yacolt Request for Council Action

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

Name: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Resolution #646 re: Purchasing the lot at 206 W. Cushman St.

Proposed Meeting Date: August 10, 2026

Action Requested of Council: Adopt Resolution #646 thereby authorizing the purchase of the vacant lot at 206 W. Cushman St. and execution of all associated closing documents.

Proposed Motion: "I move that the Town adopts Resolution #636, authorizing the purchase of the property at 206 W. Cushman St. and execution of all associated closing documents, according to the terms in the Purchase and Sale Agreement."

Summary/Background: The Town's Attorney Brian Gerst negotiated a price for this property which the Town has wanted to purchase for some time. The title on the land had some complications, due to the company who is listed as the property's owner being purchased by a different company. Gerst has been working with Chicago Title to clear up title on the land so that the purchase is very clean and straightforward. Mayor Shealy was authorized by the Town Council to sign the Purchase and Sale Agreement (attached after the Draft Resolution) at the end of the May 11th Town Council meeting. An Appraisal revealed a value exceeding the agreed-upon purchase price.

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

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

Resolution #646

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON,
AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND THE EXECUTION OF
NECESSARY CLOSING DOCUMENTS FOR 206 W. CUSHMAN ST., YACOLT, WA 98675
(TAX PARCEL NO. 64872000)**

Whereas, on December 21, 2020, the Town of Yacolt, (hereafter the “Town” or “Yacolt”), adopted Ordinance #584 which set aside monies in its General Reserve Fund for the purchase and related costs of acquiring real estate;

Whereas, the Town is authorized to purchase real property for municipal purposes pursuant to RCW 35.27.370(2);

Whereas, the property’s address is 206 W. Cushman St., Yacolt, WA 98675 (Tax Parcel #64872000) and its abbreviated legal description is YACOLT #1 LOTS 10 & 11; (hereafter referred to as the “Property”);

Whereas, at its March 9th, April 13th, and May 11th, 2026 Council Meetings, the Town Council authorized the Town’s Attorney to negotiate the purchase and initiate appraisal and title search, and the Mayor to execute a Purchase and Sale Agreement on the Property with a Purchase Price of \$40,000.00.

Whereas, an independent Appraisal performed on the Property determined that the Property’s value was at least that of the purchase price;

Whereas, the Town has reviewed the condition of title to the Property and performed other due diligence with respect to the purchase of the Property;

Whereas, the closing date described in the Purchase and Sale Agreement was agreed upon as on or before March 31, 2027;

Whereas, the Town’s 2026 Budget includes appropriation from its General Reserve Fund which is adequate to purchase the Property;

Whereas, the Town Council finds that acquiring the Property will serve a valid municipal and public purpose and is in the best interests of the Town; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 10th day of August, 2026, and all members of the Town Council have had notice of the time, place, and purpose of said regular meeting pursuant to the Open Public Meetings Act, RCW 42.30:

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

Section 1 – Adoption of Recitals: The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

Section 2 –Authorization: The Town Council hereby approves the purchase of the Property under the terms of the Purchase and Sale Agreement. The Mayor of the Town of Yacolt is authorized and directed

to execute all documents necessary to close the purchase of the Property on terms described in or substantially similar to the Purchase and Sale Agreement and escrow instructions. The Town Clerk is authorized to attest the Mayor's signature, accept the deed on behalf of the Town. Closing shall occur on or before March 31, 2027, or on such later date as the Mayor deems necessary to effectuate the acquisition, provided no material change to price or terms occurs.

Section 3 – Payment: The Town Clerk is authorized to issue payment in accordance with the final settlement statement in the amount of \$40,000.00 for the purchase price plus customary closing costs not to exceed \$4,600.00, payable to the closing agent.

Section 4 – Severability: If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, the remaining portion of this Resolution shall remain in full force and effect.

Section 5 – Effective Date: This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 10th day of August, 2026.

TOWN OF YACOLT

Ian C. Shealy, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

Brian Gerst, Town Attorney

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #646 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND THE EXECUTION OF NECESSARY CLOSING DOCUMENTS FOR 206 W. CUSHMAN ST., YACOLT, WA 98675 (TAX PARCEL NO. 64872000)" as approved according to law by the Town Council on the date therein mentioned.

Attest:

Stephanie Fields, Town Clerk

Published: _____
Effective Date: August 10, 2026
Resolution Number: 646

Contract of Sale

THIS CONTRACT OF SALE ("Contract") dated as of the last signature below ("Effective Date") is entered between Lewis River Telephone Company, Inc., a Washington Corporation, as successor-in-interest to Acorn Cable, Inc., a dissolved Washington Corporation ("Seller") and the Town of Yacolt ("Purchaser") for all that certain parcel of land with the improvements thereon, commonly known as 206 W. Cushman Street, Yacolt, Washington 98675, Property Account: 64872000 in Clark County, Washington and legally described as follows:

The East 32 feet of Lot 10 and the West 45 feet of Lot 11, Yacolt, according to the Plat thereof, recorded in Volume, "A" of Plats, Page 87, records of Clark County, Washington

Seller and Purchaser hereby covenant and agree as follows:

1. Sale of Property and Acceptable Title.

- 1.1. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this Contract the parcel of Property more particularly described in the attached Exhibit A (the "Property").
- 1.2. Seller shall convey and Purchaser shall accept fee simple title to the Property in accordance with the terms of this Contract, subject only to the Permitted Exceptions (as defined in Section 10 below).

2. Acceptance, Purchase Price, Acceptable Funds, Escrow of Earnest Money.

- 2.1. This Contract is binding on both parties only if a copy of the fully executed Contract is delivered to Purchaser on or before June 12, 2026.
- 2.2. Purchaser shall pay Seller \$40,000.00 ("Purchase Price"), subject to the terms and conditions of this Contract. Seller and Purchaser acknowledge that no personal property or fixtures are included in this sale and therefore the entire Purchase Price is allocated to the Property.
- 2.3. Except for the Earnest Money (as defined in Section 2.4 below), all monies payable under this Contract, unless otherwise specified in this Contract, shall be paid by check or wire transfer of immediately available funds to an account designated by the Title Company or Seller not less than two business days prior to the Closing.
- 2.4. Within fifteen (15) days after Seller's execution of this Contract, Purchaser shall deposit five hundred and 00/100 dollars (\$500.00) (the "Earnest Money") with the Title Company. If no binding agreement is created by the date listed in Section 2.1 above or if Purchaser withdraws the Contract prior to Seller's acceptance of it, no Earnest Money shall be owed.

3. The Closing.

Except as otherwise provided in this Contract, the closing of title pursuant to this Contract ("Closing") shall occur at the offices of the Title Company on or before March 31, 2027, or a later date, if mutually agreed by Buyer and Seller ("Closing Date"). This Contract shall terminate automatically and without notice if it is not concluded by the Closing Date.

4. Representations and Warranties of Seller.

Seller represents and warrants to Purchaser that:

- 4.1. Seller is the sole owner of the Property.
- 4.2. Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445 and regulations issued thereunder ("Code Withholding Section").
- 4.3. Seller is a Washington corporation that has been duly organized and is in good standing under

Washington law.

- 4.4. Seller has taken all necessary action to authorize the execution, delivery and performance of this Contract and has the power and authority to execute, deliver and perform this Contract and the transaction contemplated hereby. The person signing this Contract on behalf of Seller is authorized to do so. Assuming this Contract has been duly authorized, executed and delivered by each of the other party(ies) to this Contract, this Contract and all obligations of Seller hereunder are the legal, valid and binding obligations of Seller, enforceable in accordance with the terms of this Contract, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- 4.5. The execution and delivery of this Contract and the performance of its obligations hereunder by Seller will not conflict with any provision of any law or regulation to which Seller is subject or any agreement or instrument to which Seller is a party or by which it is bound or any order or decree applicable to Seller or result in the creation or imposition of any lien on any of Seller's assets or property which would materially and adversely affect the ability of Seller to carry out the terms of this Contract. Seller has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery or performance by Seller of this Contract.
- 4.6. Seller is not a foreign entity, and is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Persons," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control and Seller is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.
- 4.7. The representations and warranties of Seller set forth in this Section 4 are made as of the date of this Contract and are restated as of the Closing and shall be deemed restated and shall be true and accurate on the Closing date.

5. Contingencies.

5.1. Due Diligence Contingency.

- a) Purchaser's and Seller's obligations under the Agreement are contingent upon Purchaser being satisfied that the Property is suitable for Purchaser's intended use and development ("Due Diligence Contingency"). Purchaser's evaluation of the Property in connection with the Due Diligence Contingency may include (a) performing a Phase I Environmental Site Assessment ("Phase I") on the Property at its own expense; and (b) performing other inspections that are reasonably necessary to satisfy the Due Diligence Contingency (collectively, "Purchaser's Inspections"). An "inspection" is defined as an observation of the Property that does not include testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. Purchaser's Phase I and other inspections of the Property shall comply with generally recognized industry standards and state and federal guidelines, as applicable.
- b) If Purchaser determines that the Property is not suitable for Purchaser's intended use and development, Purchaser must provide written notice to Seller of the defects identified ("Notice of Defects") on or before 5:00 PM CDT on September 4, 2026 (the "Contingency Deadline"). Upon Seller's receipt of the Notice of Defects, the Agreement shall terminate without any liability on

the part of either party and the Earnest Money will be returned to Purchaser. If Purchaser fails to provide a Notice of Defects or delivers to Seller a waiver of the Due Diligence Contingency on or before the Contingency Deadline, this contingency shall be deemed waived or satisfied, as applicable.

- c) Seller agrees to provide Purchaser access to the Property following Seller's acceptance of the Agreement for the purpose of performing Purchaser's Inspections, provided that Purchaser shall provide Seller at least two (2) business days prior written notice of any Purchaser Inspection. Purchaser shall be required to conduct Purchaser's Inspections in a manner as to not disturb or interfere with the current use of the Property and upon completion of Purchaser's Inspections, Purchaser agrees at its sole cost to restore the Property to the condition it was in immediately prior to Purchaser's Inspections, including, but not limited to the immediate removal of anything placed on the Property in connection with Purchaser's Inspections. Copies of any reports, letters or other written information generated as a result of Purchaser's Inspections shall be promptly provided to Seller.
- d) Purchaser shall indemnify, defend, protect, and hold Seller harmless from and against any and all liability, loss, cost, damage, or expense (including, without limitation, attorney's fees and costs) that Seller may sustain or incur by reason of or in connection with Purchaser's Inspections or in connection with the Premises, or entries by Purchaser or its agents or contractors onto the Property. Notwithstanding any provision to the contrary in the Agreement, the indemnity obligations of Purchaser under the Agreement shall survive its termination or the delivery of the deed and the transfer of title to the Property.
- e) Purchaser is not permitted to conduct testing of the Property or perform a Phase II Environmental Site Assessment without Seller's prior written consent, which consent Seller may withhold in its absolute sole discretion. "Testing" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials.

5.2 Quiet Title Contingency. Purchaser's obligation to close this transaction is expressly conditioned on obtaining a Court Order in Clark County Superior Court quieting title in the name of Seller for the benefit of all parties hereto. Purchaser hereby agrees to take on the financial responsibility of filing and litigating the quiet title lawsuit including the payment of Purchaser's fees including and limited to attorney, filing and service of process. The parties hereto anticipate the successful litigation of the quiet title lawsuit such that Seller can thereafter provide Purchaser with clear title from Lewis River Telephone Company, Inc.; but in the event the quiet title lawsuit is unsuccessful, the parties' rights and entitlements in this Contract shall terminate with no liability to either party and no legal obligation for either to close this transaction. This contingency has no expiration date. If the transaction closes, this contingency shall be deemed satisfied.

6. "As Is" Condition, No Representations Not Expressly Set Out in Contract.

6.1. Purchaser acknowledges that:

- a) Purchaser has inspected or has had an opportunity to inspect the Property and is fully familiar with the physical condition and state of repair thereof;
- b) Purchaser has made such examination of the Property, the operation, income and expenses thereof and all other matters affecting or relating to this transaction as Purchaser deemed necessary;
- c) Subject to the provisions of this Contract, Purchaser shall accept the Property solely in reliance on its own investigation and in "as is, where is and with all faults" condition;

- d) The Property's condition is subject to reasonable use, wear, tear and natural deterioration between the Effective Date and the Closing date, which Purchaser will accept without any reduction in the Purchase Price;
- e) Seller shall not be liable for any latent or patent defects in the Property;
- f) In entering into this Contract, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this Contract, whether or not any such representations, warranties or statements were made in writing or verbally; and
- g) Except as otherwise specified herein, Seller makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular purpose, with respect to the Property or any matter related to it.

6.2. The provisions of this Section 6 shall be effective as of the Closing Date and shall survive the Closing or termination of this Contract.

7. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that:

- 7.1. The funds comprising the Purchase Price to be delivered to Seller in accordance with this Contract are not derived from any illegal activity.
- 7.2. Purchaser has taken all necessary action to authorize the execution, delivery and performance of this Contract and has the power and authority to execute, deliver and perform this Contract and the transaction contemplated hereby. The person signing this Contract on behalf of Purchaser is authorized to do so. Assuming this Contract has been duly authorized, executed and delivered by each of the other party(ies) to this Contract, this Contract and all obligations of Purchaser hereunder are the legal, valid and binding obligations of Purchaser, enforceable in accordance with the terms of this Contract, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- 7.3. The execution and delivery of this Contract and the performance of its obligations hereunder by Purchaser will not conflict with any provision of any law or regulation to which Purchaser is subject or any agreement or instrument to which Purchaser is a party or by which it is bound or any order or decree applicable to Purchaser, and will not result in the creation or imposition of any lien on any of Purchaser's assets or property which would materially and adversely affect the ability of Purchaser to carry out the terms of this Contract.
- 7.4. To Purchaser's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Purchaser which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this contract.
- 7.5. The representations and warranties of Purchaser set forth in this Section 7 are made as of the date of this Contract and are restated as of the Closing and shall be deemed restated and shall be true and accurate on the Closing date. Sections 7.1 through 7.6 shall survive Closing for a period of one year.
- 7.6. For purposes of this Section 7, the phrase "to Purchaser's knowledge" shall mean the actual knowledge of Purchaser without any special investigation.

8. Purchaser's Release.

- 8.1. PURCHASER FULLY RELEASES AND DISCHARGES SELLER FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT PURCHASER MAY HAVE OR ACQUIRE AGAINST SELLER THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.
- 8.2. FOR PURPOSES OF THIS SECTION 8, ALL REFERENCES TO "SELLER" SHALL INCLUDE: (A) SELLER'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) SELLER'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF SELLER'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.
- 8.3. THE PROVISIONS OF THIS SECTION 8 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THE AGREEMENT.

9. Closing Obligations.

- 9.1. At the Closing, Seller shall deliver the following to Purchaser:
 - a) A statutory warranty deed properly executed in proper form for recording so as to convey the title required by this Contract.
 - b) Possession of the Property in the condition required by this Contract.
 - c) Any other documents required by this Contract to be delivered by Seller.
- 9.2. At the Closing, Purchaser shall:
 - a) Pay to Seller (and/or to Seller's designee(s) provided Seller shall have given notice to Purchaser of the name(s) of such designee(s) not less than two days prior to Closing) by check or wire transfer immediately available funds to Seller (and/or such designee(s)), the portion of the Purchase Price payable at the Closing, as adjusted for apportionments and any other credits or adjustments provided in this Contract.
 - b) Deliver any other documents required by this Contract to be delivered by Purchaser.

10. Apportionments.

- 10.1. The following apportionments shall be made between the parties at the Closing as of the close of business on the day prior to the Closing date: real estate taxes, assessments, water charges, sewer rents, and any utility or municipal charges on the basis of the fiscal period for which assessed.
- 10.2. If on the Closing date the Property shall be affected by an assessment which is or may become payable in annual installments, all installments allocable to the period following the Closing date shall be Purchaser's responsibility.
- 10.3. If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Closing shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

11. Title Commitment & Policy.

- 11.1. Purchaser, at Purchaser's cost, shall obtain an ALTA title insurance commitment (the "Title Commitment") on the Property issued by the Title Company. Purchaser will provide Seller with a

copy of the Title Commitment promptly after Purchaser's receipt thereof, and within 30 days of Purchaser's receipt of the Preliminary Commitment for Title Insurance. If the Title Commitment obtained by Purchaser discloses matters objectionable to Purchaser, Purchaser shall provide Seller with written notice of those exceptions (the "Objection Notice") within 30 days of receiving the Title Commitment (the "Objection Deadline"). If Purchaser fails to deliver the Objection Notice on or before the Objection Deadline, Purchaser shall be deemed to have approved the condition of title as shown by the Title Commitment. After Seller's receipt of the Objection Notice, Purchaser and Seller shall cooperate in good faith and use commercially reasonable efforts to cure the items set forth in the Objection Notice. If, following said good faith cooperation and commercially reasonable efforts, items set forth in the Objection Notice have not been cured, Purchaser shall have the option to (a) terminate this Contract upon written notice to Seller at any time prior to closing, or (b) accept the uncured items, in which case those items shall thereafter be deemed "Permitted Exceptions". Without limiting the foregoing, Seller acknowledges and agrees that from and after the date of Seller's execution of this Contract, Seller shall not enter into any new lease or service agreement relating to the Property.

11.2. Title Policy. At closing, Purchaser will cause the Title Company to issue to Purchaser an ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the purchase price of the Property, showing Purchaser as the fee owner of the Property, without exception or qualification other than the Permitted Exceptions. Purchaser shall be responsible for the premium due for the Title Policy and all fees and charges relating to the Title Policy, including any special or non-standard endorsements requested by Purchaser shall be at Purchaser's expense.

11.3. Closing Costs. At closing, Purchaser shall be responsible for all Closing fees and charges due to the Title Company, including those that would normally be the responsibility of the Seller.

12. Default. If Seller defaults in the performance of any of its obligations under this Contract, and that default is not cured within 10 business days after written notice thereof from Purchaser to Seller, Purchaser may, at Purchaser's option and as Purchaser's sole remedies, all other remedies being hereby waived, terminate this Contract and request the return of the Earnest Money or seek specific performance of this Contract, provided that any action for specific performance must be brought within six months of the date of the alleged breach. If Purchaser defaults in the performance of any of its obligations under this Contract, and that default is not cured within 10 business days after written notice thereof from Seller to Purchaser, Seller will be entitled to terminate this Contract and retain the Earnest Money as Seller's sole and exclusive remedy, all other remedies being hereby waived.

13. Notices. All notices under this Contract shall be in writing and shall be delivered to Seller or Purchaser at the physical or electronic address set forth below or as Seller or Purchaser have otherwise given notice as herein provided.

Lewis River Telephone Company

Attn: Real Estate
525 Junction Road
Madison, WI 53717
RealEstate@tdstelecom.com

Town of Yacolt

Attn: Town Clerk
P.O. Box 160
Yacolt, WA 98675
clerk@townofyacolt.com

14. Limitations on Survival of Representations, Warranties, Covenants and other Obligations. Except as otherwise provided in this Contract, no representations, warranties, covenants or other obligations of Seller set forth in this Contract shall survive the Closing, and no action based thereon shall be commenced after the Closing. No claim for a misrepresentation or breach of warranty of Seller shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was known to

Purchaser or could have reasonably been discovered by Purchaser prior to the Closing. The delivery of the deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of Seller's obligations hereunder, except those obligations of Seller which are expressly stated in this Contract to survive the Closing.

15. Miscellaneous Provisions.

- 15.1. It is agreed that time is of the essence with respect to all dates specified in this Contract and any addenda, riders or amendments hereto, meaning that all deadlines are intended to be strict and absolute.
- 15.2. In the event of fire, destruction or other casualty loss to the Property after the Effective Date and prior to the Closing Date, (a) Seller may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Seller elects to repair or restore the Property, then Seller may, in its sole discretion, limit the amount to be expended. If Seller elects not to repair or restore the Property, Purchaser shall either (a) acquire the Property in its "as is" condition at the time of such acquisition, or (b) terminate the Agreement.
- 15.3. If Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, Seller may terminate the Agreement.
- 15.4. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by both parties and then only to the extent set forth in such instrument.
- 15.5. This Contract shall be governed by, and construed in accordance with, the law of the State of Washington.
- 15.6. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.
- 15.7. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be one instrument.
- 15.8. All settlement and closing fees charged by the Title Company, all recording fees, and the Washington real estate transfer fee associated with the conveyance of the Property shall be paid by Purchaser.
- 15.9. If Purchaser or Seller institutes any suit against the other in connection with the enforcement of their respective rights under this Contract, the violation of any term of this Contract, the declaration of their rights hereunder, or the protection of Purchaser's or Seller's interests under this Contract, the non-prevailing party shall reimburse the prevailing party for its reasonable expenses incurred as a result thereof including court costs and attorneys' fees.
- 15.10. Seller and Purchaser warrant that there is no agreement in effect by them with any other broker, agent, or representative who shall be entitled to any commission in connection with this transaction. Each party agrees to indemnify, defend, and hold the other party harmless from the claims of any broker, real estate agent or similar party claiming through the indemnifying party.

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the last signature date below.

BUYER: TOWN OF YACOLT

Signed by:

Signature

Signature

Ian Shealy
Full name

Full name

Mayor
Title

Title

6/3/2026 | 5:31 PM CDT
Date

Date

Signature

Full name

Full name

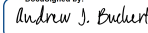
Title

Title

Date

Date

SELLER: LEWIS RIVER TELEPHONE COMPANY, INC. AS SUCCESSOR-IN-INTEREST TO ACORN CABLE, INC.

DocuSigned by:

Signature

Signature

Andrew J. Buchert
Full name

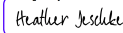
Full name

VP - Field Services
Title

Title

6/2/2026 | 2:58 PM CDT
Date

Date

Signed by:

Signature

Signature

Heather Jeschke
Full name

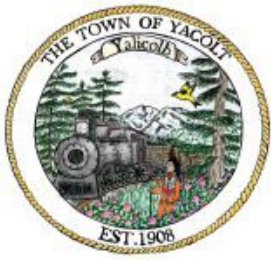
Full name

Secretary/Treasurer
Title

Title

6/9/2026 | 10:09 AM CDT
Date

Date



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 St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: EV Backhoe Lease

Proposed Meeting Date: August 10, 2026

Action Requested of Council: Continue discussion regarding leasing an EV backhoe vs. a diesel backhoe; consider authorizing Mayor Shealy to sign a Lease Agreement.

Proposed Motion: TBD

Summary/Background: Yacolt's Mayor, Town Council, and Public Works staff have been looking into replacing the Town's backhoe, which is in such disrepair it's not even safe to use. During previous Council meetings, they have discussed an option from N&S Tractor to lease an EV backhoe with the option to purchase it at the end of the lease. They have also considered what a diesel unit might cost. At tonight's meeting, that discussion will continue, with answers to some of the unresolved questions from previous discussions.

Attached below are documents which N&S sent the Town, along with details from email conversations between the Town's Attorney, Brian Gerst and N&S Tractor's CFO, Robert McIlhatton.

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

Mayor Ian Shealy
mayor@townofyacolt.com

(360) 686-3922



Purchase Agreement

Page 1 of 2

N&S Tractor Woodburn

503-981-0151 · 2929 N Pacific Hwy Woodburn, OR 97071

Prepared For: Town of Yacolt - Terry Gardner (UCC-867022)

Address: 202 West Cushman Yacolt, WA 98675

Contact: (503) 806-4430 · pwd@townofyacolt.com

Quote Number: Q-10-48082-14

Date Prepared: 04/28/2026

Presented By: Bradley Springs ((971) 495-2587)

Quoted Equipment Overview

New 26 ZEROVA / CNH AXLU191001/AX80 /
L2-PAX80WF

Stock Number: TBD

Serial #: TBD

Engine Hours: Unknown hours

CHARGER AC Level 2 80 Amp

Automotive SAE J1772 standard, compatible with most EV and hybrid
plug-in vehicles

Up to 80 Amps of charging can be adjusted down for lower power
installations

Smart networking capability allows for optional energy monitoring
dashboard, eCommerce,
billing and user authorization

Specially designed for indoor or outdoor commercial use

RFID (Radio Frequency Identification) card reader enabled

Wall mounted charging station

Pricing

26 ZEROVA / CNH AXLU191001/AX80 /

L2: Quantity = 1

\$3,678.03

Equipment Subtotal: \$3,678.03

Sales Tax (8.700%): \$319.99

Subtotal: \$3,998.01

Tire Tax: \$0.00

Total Price: **\$3,998.01**

Quote Expires: 07/31/2026

Comments: ***Purchase subject to WAZIP program approval***

Per WAZIP Section 6.7: ≤50kW EV Charging Station are eligible for a maximum rebate of \$5,000.00 - WAZIP to determine final rebate amount.

Customer responsible for installation of the charger and any infrastructure required for the charger.

Per WAZIP Section 5: Only one infrastructure enhancement is allowed per WAZIP-funded vehicle or piece of off-road equipment. The infrastructure must be fully installed, operational, and have all redemption paperwork submitted by the voucher expiration date to receive the infrastructure rebate. The Program Administrator may request additional information to validate the request. Purchasers that receive infrastructure rebates will be asked additional questions during the annual user survey to confirm that the equipment is installed and commissioned. If purchasers have persistent issues with the operation of their infrastructure, they must notify WAZIP. WAZIP reserves the right to deny infrastructure rebate requests or retract infrastructure eligibility status if the infrastructure is recalled, found to be unsafe, or in violation of state, local, or federal regulations.

Per WAZIP Section 6.7: The infrastructure acquired with an infrastructure rebate must be intended to charge or refuel the vehicles or off-road equipment receiving WAZIP voucher dollars. Only infrastructure equipment costs are eligible for the WAZIP infrastructure rebate under this round of funding. Construction and installation costs are not eligible.



Purchase Agreement

Page 2 of 2

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Contact: (503) 806-4430 • pwd@townofyacolt.com

Quote Number: Q-10-48082-14

Date Prepared: 04/28/2026

Presented By: Bradley Springs ((971) 495-2587)

Terry Gardner

July 9, 2026

Robert McIlhatten

7/9/26

Robert McIlhatten

Accepted By: (signature):

Terry Gardner

Date:

July 9, 2026

Printed Name:

Terry Gardner



Purchase Agreement

Page 1 of 2

N&S Tractor Woodburn

503-981-0151 · 2929 N Pacific Hwy Woodburn, OR 97071

Prepared For: Town of Yacolt - Terry Gardner (L18031)

Address: 202 West Cushman Yacolt, WA 98675

Contact: (503) 806-4430 · pwd@townofyacolt.com

Quote Number: Q-10-47942-13

Date Prepared: 04/23/2026

Presented By: Bradley Springs ((971) 495-2587)

Quoted Equipment Overview

New 26 CASE CE 580EV

Stock Number: TBD

Serial #: TBD

Engine Hours: Unknown hours

Delivery Included

Base Warranty: CNH PREMIER

36 Months

6500 Total Hours

\$0.00 Deductible

Travel Time Included

OEM: CNH Industrial America LLC /

Advertised Capacity: 84 kWh /

Rated Capacity: 84 kWh /

Configuration: Electric 4WD Backhoe Loader /

Battery: Lithium-Ion /

82" 4x1 Bkt w/Cutting Edge /Hyd Thumb equipped package ----

Vehicle Standard Base Warranty- 1 Year / Unlimited Hour ----

Electric EV Components Warranty- 3 Year / 3000 Hour *Includes all electrical system components including battery, motors, inverters, etc,* ----

Vehicle Standard Premier Base Warranty - 3 Years, 6,500 Hour - all applicable powertrain components (including, but not limited to, the energy storage system, fuel-cell stack, motors, and powertrain and thermal management systems); electronic components; telematics components; on-board charging or fueling components; all components along driveline (except for maintenance items, such as tires); and the equipment, chassis, or vessel (including, but not limited to, the frame, cross members, and cab structure) shall be warranted against defects, workmanship, and corrosion for the full warranty period.

Comments: ***Purchase subject to WAZIP program approval***

Customer responsible for installation of the charger and any infrastructure required for the charger

For WAZIP purposes, because this is a 3+ year lease, the Lessee/Operator will be considered the Purchaser and agrees to comply with all WAZIP Purchaser Terms and Conditions for the three year participation period as described in the WAZIP Implementation Manual.

At least 75% of the vehicle miles traveled and/or operating hours must be in Washington state.

* Max travel time allowed 2h per occurrence

Pricing

Quantity = 1

26 CASE CE 580EV: \$419,278.36

Equipment Subtotal: \$419,278.36

Tire Tax: \$0.00

WAZIP Base: -\$290,000.00

WAZIP Enhanced: -\$43,500.00

Total Price: \$85,778.36

Quote Expires: 07/31/2026

Leasing

Total cost of Goods & Services: \$85,778.36

Documentation Fee: \$358.00

Down Payment: -\$0.00

Total Amount Financed: \$86,136.36

Lease Provider: CNH CAPITAL

Lease Terms: 36 Months

Payment Frequency: Monthly

Hourly Rate: 5.42

Residual Amount: Fair Market Value

Annual Hour Usage: 1000 Hours

Subtotal: \$464.95

Estimated Sales Tax (8.7%): \$40.45

Estimated Payment: \$505.40

Number of Payments: 35

Estimated Hourly Rate: \$5.89

**Leasing rates and terms are approximations only. Actual APR and payments subject to and based upon approval of credit underwriters.*

Cap Reduction Tax $(333,500 \times 0.7\%) = \$29,014.50$

Cap Reduction Tax paid by N&S: $-\$29,014.50$



Purchase Agreement

Page 2 of 2

N&S Tractor Woodburn

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Prepared For: Town of Yacolt - Terry Gardner (L18031)

Address: 202 West Cushman Yacolt, WA 98675

Contact: (503) 806-4430 · pwd@townofyacolt.com

Quote Number: Q-10-47942-13

Date Prepared: 04/23/2026

Presented By: Bradley Springs ((971) 495-2587)

Accepted By: (signature)

Terry Gardner

Date:

July 9, 2026

Printed Name:

TERRY Gardner

Robert McIlhatten

7/8/26

Robert McIlhatten



Purchase Agreement

Page 1 of 2

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Contact: (503) 806-4430 · pwd@townofyacolt.com

Quote Number: Q-10-47942-14

Date Prepared: 04/23/2026

Presented By: Bradley Springs ((971) 495-2587)

Quoted Equipment Overview

New 26 CASE CE 580EV

Stock Number: TBD

Serial #: TBD

Engine Hours: Unknown hours

Delivery Included

Base Warranty: CNH PREMIER

36 Months 6500 Total Hours

\$0.00 Deductible

Travel Time Included

OEM: CNH Industrial America LLC /

Advertised Capacity: 84 kWh /

Rated Capacity: 84 kWh /

Configuration: Electric 4WD Backhoe Loader /

Battery: Lithium-Ion /

82" 4x1 Bkt w/Cutting Edge /Hyd Thumb equipped package ----

Vehicle Standard Base Warranty- 1 Year / Unlimited Hour ----

Electric EV Components Warranty- 3 Year / 3000 Hour *Includes all electrical system components including battery, motors, inverters, etc,* ----

Vehicle Standard Premier Base Warranty - 3 Years, 6,500 Hour - all applicable powertrain components (including, but not limited to, the energy storage system, fuel-cell stack, motors, and powertrain and thermal management systems); electronic components; telematics components; on-board charging or fueling components; all components along driveline (except for maintenance items, such as tires); and the equipment, chassis, or vessel (including, but not limited to, the frame, cross members, and cab structure) shall be warranted against defects, workmanship, and corrosion for the full warranty period.

Comments: Cap Reduction Tax = $\$333,500 \times 8.7\% = \$29,014.50$

Cap Reduction Tax Paid by N&S = $-\$29,014.50$

Purchase subject to WAZIP program approval

Customer responsible for installation of the charger and any infrastructure required for the charger

For WAZIP purposes, because this is a 3+ year lease, the Lessee/Operator will be considered the Purchaser and agrees to comply with all WAZIP Purchaser Terms and Conditions for the three year participation period as described in the WAZIP Implementation Manual.

At least 75% of the vehicle miles traveled and/or operating hours must be in Washington state.

* Max travel time allowed 2h per occurrence

Pricing

Quantity = 1

26 CASE CE 580EV: \$419,278.36

Equipment Subtotal: \$419,278.36

Tire Tax: \$0.00

WAZIP Base: $-\$290,000.00$

WAZIP Enhanced: $-\$43,500.00$

Total Price: **\$85,778.36**

Quote Expires: 07/31/2026

Leasing

Total cost of Goods & Services: \$85,778.36

Documentation Fee: \$358.00

Down Payment: $-\$0.00$

Total Amount Financed: \$86,136.36

Lease Provider: CNH CAPITAL

Lease Terms: 36 Months

Payment Frequency: Monthly

Hourly Rate: 5.42

Residual Amount: Fair Market Value

Annual Hour Usage: 1000 Hours

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Estimated Sales Tax (8.7%): \$40.45

Estimated Payment: \$505.40

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**Leasing rates and terms are approximations only. Actual APR and payments subject to and based upon approval of credit underwriters.*



Purchase Agreement

Page 2 of 2

N&S Tractor Woodburn

503-981-0151 · 2929 N Pacific Hwy Woodburn, OR 97071

Prepared For: Town of Yacolt - Terry Gardner (L18031)

Address: 202 West Cushman Yacolt, WA 98675

Contact: (503) 806-4430 · pwd@townofyacolt.com

Quote Number: Q-10-47942-14

Date Prepared: 04/23/2026

Presented By: Bradley Springs ((971) 495-2587)

Accepted By: (signature)

Date:

Printed Name:

Robert McIlhatton 7/22/26

Robert McIlhatton

Black = Brian Gerst's Questions; Red = Robert McIlhatton's answers

1. Terry Gardner, our Public Works Director, mentioned that during the 36 month lease term, all maintenance fees would be performed by N&S at your expense and at our location, but neither document states that explicitly. In fact, the Lease Agreement states the opposite. The Lease, at paragraph 6, states: "Lessee shall...(I) perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted." The Lease, at paragraph 6 talks about the "obligations" of the Lessee to maintain the equipment and it expressly states that Lessee "will pay all the costs of performing these obligations". The Lease Agreement is inconsistent with Mr. Gardner's understanding of the terms and conditions and its inconsistent with the Purchase Agreement.

1. The Lessee is responsible to maintain the equipment. However, the 580EV comes standard with "EV Care" which includes a 3-year/3,000-hr EV Care package for all scheduled maintenance. N&S Tractor will perform the scheduled services and get reimbursed by the manufacturer. Please see the link below for more information.

2. <https://www.casece.com/en-us/northamerica/solutions/ev-care>

2. Mr. Gardner also understood that if for some reason, say midway through the 3 year lease term, the Town decides it wants to terminate the Lease or otherwise not purchase the unit at the end of 3 years, that the Town could terminate early and pay nothing further. The Lease Agreement, at paragraph 21 imposes a 1% termination fee. Paragraph 22 requires the Town to return the equipment at our expense, requires the payment of \$400 and pay all charges for excess wear and tear. Are we reading that correct? Perhaps Mr. Gardner misunderstood the salesman.

1. Terminate Midway through the 3 year lease term

1. Our leases through CNH to municipal customers include a "Non-Appropriation Clause" which allows the municipality to terminate the lease in the event funds are not appropriated for the applicable program or funds are not sufficient to continue payments under the lease.
2. I am not an expert on this and have never seen this happen in practice. I imagine you would need to be able to show some sort of proof that your budget no longer appropriated funds for this unit.
3. If you need more information on this I can ask our CNH reps what burden of proof is required for the Non-Appropriation Clause

2. Option to purchase the unit for FMV or Walkaway from unit at the end of the 3 year lease term

1. The customer has the option to purchase the unit for the Fair Market Value OR is responsible to return the unit to our nearest location (Woodburn, OR) and pay a \$400 return fee.

3. Excess Wear and Tear

1. The regular maintenance services are covered under EV Care as I described in Question 1 – N&S performs the services and is reimbursed by the manufacturer.
2. Warranty items are also covered for the term of the lease - N&S performs the services and is reimbursed by the manufacturer.

3. However the customer is responsible for excess wear and tear not related to regular maintenance and warranty items. For example – if the customer breaks a window, the customer will have to pay out of pocket for that damage.
3. I also note that the Lease Agreement makes it clear N&S is assigning all of its right, title and interest in the equipment, the Purchase Agreement, stream of payments, etc. to CNH Capital. If N&S assigns all of its right, title and interest, then how can N&S promise to provide warranty work to the Town?
 1. N&S Tractor is a dealer, not a manufacturer or finance company. We perform warranty work on behalf of our manufacturers, submit claims to our manufacturer and get reimbursed by our manufacturer at our posted labor rate
 2. Parts and service is the main priority of our business - We have an incentive to provide the warranty work because we get paid by the manufacturer to complete the work
4. There is no legal connection or link between the two documents and I think there should be. We often see one document incorporated by reference. If the documents are connected, meaning, together they form the contract or “meeting of the minds” between the contracting parties, then some language in both documents would need to be edited. Will CNH allow us to modify the terms of the Lease Agreement or is this one of those “take it or leave it” type of situations?
 1. The CNH lease Agreement will be filled in with most if not all the information from the quote document. I would recommend waiting until you have the filled out CNH Lease Agreement to see if you would like to propose any additional amendments. We can propose those additional amendments to CNH at that time.
5. The Purchase Agreement sets forth the nature of the Warranty but nowhere does it expressly say that N&S will perform warranty work on the unit in Town and at N&S’s expense.
 1. N&S performs warranty at our expense and then submits claims to the manufacturer to get reimbursed by our manufacturer at our posted labor rate

The purchase agreement that I need signed is the same purchase agreement that Terry Gardner has previously signed. The WAZIP Policy Team initially said that they wanted us to hand write a note showing that N&S was paying the cap reduction tax on behalf of the customer but later on said that this needed to be typed in the comments section instead of handwritten. I am attaching the purchase agreement that Terry previously signed (where it was handwritten) as well as the new copy that I need signed (where it is typed). A signed purchase order is required to get the final approval for funding from WAZIP.

Here are the next steps in the process:

1. Town of Yacolt sends credit app and signed updated purchase agreement
 - a. These are the last things we need - we just started getting our customers their final approval through WAZIP so we know these are the last items needed
2. We receive final funding approval from WAZIP and approval from CNH for the lease financing

3. Once we receive approval from CNH for the lease financing, I will be able to send you lease documents for you to review and propose any changes
4. When you are satisfied with the lease documents, we will need a deposit before we can place an order for a unit from our manufacturer
 - a. The deposit we need to order will be in the amount of \$3,998.01 which is equal to the amount that will be owed for the Zerova charger
 - b. When the unit arrives and the Town of Yacolt signs the lease agreement, we will apply the \$3,998.01 against the Zerova charger
5. N&S will order a 580EV from our manufacturer after we receive the deposit
 - a. Our manufacturer has units available currently but inventory is limited
 - b. If we don't get one of the units currently available we will place an order for their next production run
6. The 580EV and the Zerova charger will land at N&S facility
7. N&S will get the lease docs signed by the customer
8. Once the customer signs the lease docs - N&S will apply the deposit of \$3,998.01 that was made towards the unit and apply it against the amount the customer owes for the Zerova charger
9. N&S will deliver the unit and charger to the customer
10. We will both submit documentation to show evidence of the unit delivery and charger installation to WAZIP
11. The customer will receive a rebate directly from WAZIP for the chargers
12. N&S will receive the rebate from WAZIP for the unit

Good Afternoon Brian,
Answers in red below:

I have used the editing tool to “redline” this document as I believe my client would require these changes prior to signing. Mayor Shealy is the person with authority to bind the Town of Yacolt and he is copied on this email. I don’t believe he will be in a position to get you a fully executed credit app. today, so we will have to take our chances with the interest rate. Our next regular town council meeting is August 10 and I know this will be a topic of discussion. If we can get the documents agreed upon in advance of that meeting, that will give us our best chance of moving forward. **I can not get you the documents until you return the credit app (to get approved by CNH financing) and updated signed quote (to reserve your WAZIP application funding that is still unapproved).**

Based upon your prior emails, I understand I will be given a chance to edit the actual Lease Agreement with CNH Capital. **You will have an opportunity to propose changes. I have done hundreds of these leases with CNH and CNH rarely accommodates changes unless there are special circumstances with large customers - it is an agreement they use with dealers/customers throughout the country. I am happy to propose any changes you wish to make though.** If that has changed for some reason, please do let us know because as I mentioned in my email to you dated July 20, 2026, I still believe language set forth in that document is not consistent with and runs contrary to language set forth in the document attached hereto.

Who is my contact at CNH Capital? I understand the Town needs to be approved for financing. **We are your contact with CNH Capital. Stephanie previously said she filled out the application on 7/23/26 but**

was waiting for a signature. Our rep at CNH is Darlene Zaragova. Her email is darlene.zaragoza@cnh.com if you feel the need to reach out to her.

Redlines from your word document:

N&S Tractor (Oregon Registry Number 183140996) shall perform the warranty work described above at no cost to Lessee/Operator Town of Yacolt. Don't think this is needed. We would love to perform any warranty work that you call us to do. However you are saying that we "shall" perform it - we are dependent on you to call us when there are warranty repairs to make. We can't make the repairs if you don't call us or call another dealer. If N&S performs warranty work you will not get a bill - we get reimbursed by our manufacturer as previously discussed.

N&S Tractor and Lessee/Operator Town of Yacolt hereby include and incorporate the representations and information set forth in the email string between the parties dated between July 14 and July 28, 2026 into this Lease Agreement as if fully set forth herein. The email string is now attached as "Exhibit A". Do you want to add this to the quote or to the lease docs from CNH? I don't see any reason to add this change to the quote. WAZIP is ready to approve your funding when they receive the most recent quote back. I can send this to CNH to see if they will include this in the lease if you would like.

I do want to emphasize (since it is on the purchase agreement and not explicitly stated on the email chain) that if the town decides they want to terminate the lease early before the 3 years is up, they will be subject to forfeiture of the subsidies from WAZIP. We would highly recommend completing the 3 year lease instead of terminating early. However, because you are a municipality you will have a non-appropriations clause and I can get more information on the non-appropriations clause if you need.

N&S Tractor and Lessee/Operator Town of Yacolt acknowledge that notwithstanding any language to the contrary, Lessee/Operator Town of Yacolt is agreeing only to Lease the equipment referenced herein and Lessee/Operator has no obligation to purchase the equipment. Confirmed - customer will have the option to purchase or walk away and pay the \$400 return fee and excess wear and tear as previously discussed

References to "Total Price", "Total cost of Goods & Services" and "Total Amount Financed" are projections only and applicable only if Lessee/Operator Town of Yacolt were to elect to purchase the equipment. The actual amount financed is \$18,194.40 (\$505.40 x 36 months). These amounts are estimates only and dependent on financing approval, interest rate and taxes.***

When we do the finance contract - it will show a total amount financed of \$419,278.36 + \$358 = \$419,636.36. There will then be an irregular upfront payment of \$333,500 that N&S is paying on behalf of the customer.

I am attaching a payment schedule below.

1. N&s will pay \$333,500 + the cap reduction tax to CNH on behalf of the customer
2. N&S will then receive \$333,500 from WAZIP within a few weeks after all of the documentation of the delivery has been made
3. Yacolt will make 35 payments of \$502.15 (estimated after tax payment) to CNH over the next 35 months
 - a. This may change since our manufacturer's interest rates are likely increasing and we didn't get your application approved this month
4. Yacolt will have the option to purchase the unit for FMV

- a. We should be able to get a stated residual of \$87,958.48 but this may change since we didn't get an approved app from you this month

Payment Schedule

2026		2027		2028		2029	
Date	Amount	Date	Amount	Date	Amount	Date	Amount
01/28/2026	0.00	01/28/2027	464.75	01/28/2028	464.75	01/28/2029	464.75
02/28/2026	0.00	02/28/2027	464.75	02/28/2028	464.75	02/28/2029	464.75
03/28/2026	0.00	03/28/2027	464.75	03/28/2028	464.75	03/28/2029	464.75
04/28/2026	0.00	04/28/2027	464.75	04/28/2028	464.75	04/28/2029	464.75
05/28/2026	0.00	05/28/2027	464.75	05/28/2028	464.75	05/28/2029	464.75
06/28/2026	0.00	06/28/2027	464.75	06/28/2028	464.75	06/28/2029	464.91
07/28/2026	333,500.00	07/28/2027	464.75	07/28/2028	464.75	07/28/2029	87,958.48
08/28/2026	464.75	08/28/2027	464.75	08/28/2028	464.75	08/28/2029	0.00
09/28/2026	464.75	09/28/2027	464.75	09/28/2028	464.75	09/28/2029	0.00
10/28/2026	464.75	10/28/2027	464.75	10/28/2028	464.75	10/28/2029	0.00
11/28/2026	464.75	11/28/2027	464.75	11/28/2028	464.75	11/28/2029	0.00
12/28/2026	464.75	12/28/2027	464.75	12/28/2028	464.75	12/28/2029	0.00

Changes recommended for: Purchase/Lease, "+", Town of Yacolt, "Purchaser" - I don't believe any of these are necessary but I am happy to add these changes for you if needed!

Thank you,
Robert McIlhatton

Good Afternoon Brian,
Answers in red below:

I did find language in the WAZIP manual from February, 2026 (p. 18) relating to your comment regarding early termination and how the town would be subject to forfeiture of the subsidies from WAZIP. The language I am seeing states: "WSDOT reserves the right to claw back incentive funds for non-compliance. These actions may be taken regardless of whether the violation was intentional, due to negligence, or resulting from failure to meet program requirements." Is this the language you are referring to? **Correct**

If there is other language that addresses this issue, please point that out to me, thank you. **There are multiple references to the three year project period that the purchaser must retain ownership for throughout the WAZIP implementation manual: Section 1.1, Section 2.2 Purchaser and Operator Requirements, etc.**

So if I understand correctly, and the town wants to terminate early, they could be subject to the payment of hundreds of thousands of dollars? **Correct**

While I appreciate your comment and argument about a “non-appropriations” clause to be used as a defense to the enforcement, I don’t know if I feel 100% comfortable relying on that, but I’m willing to listen to you. Where is the “non appropriations” language or clause you mentioned? I’m not seeing that anywhere. **The Non-Appropriations clause is a clause with the CNH lease financing, not with WAZIP. You and/or Stephanie asked about terminating earlier than 3 years and I am saying that it is possible with CNH due to the non-appropriations clause. However - you would be better off paying the remainder of the lease payments owed to CNH instead of dealing with WAZIP non-compliance because the lease payments are less expensive than that the cost of lost WAZIP subsidies would be. Section 2.5 (that you referenced above) states that WSDOT reserves the right to claw back incentive funds for non-compliance.**

I am still struggling with some of the language in paragraph 5 and 6. As just one example illustrating my concerns, please take a look at paragraph 5 of the CNH Capital Equipment Operating Lease Agreement wherein it states: “Lessee shall not assert against Assignee any claim or defense which Lessee might have against Lessor, the manufacturer of the Equipment or any other person. (I believe N&S could be considered “any other person”) So this is a waiver of legal rights and it goes on to require defense and indemnification. Basically, you are telling me that the equipment has a great warranty and if/when we call, you will do the work and get reimbursed from the manufacturer, but the legal documents are saying that if you do said work incorrectly or for whatever reason the equipment cannot be fixed while under warranty, we cannot assert a claim against anyone and the Town must continue to make payments pursuant to the terms of the Lease. I’m having a hard time with that. How can I recommend to my client that they enter into a Lease Agreement where they are being asked to waive a warranty claim up front, when they could very well have a warranty claim down the road? Can you please reconcile that for me? I would have less heartburn about the language if I knew that CNH would be willing to remove this and similar Lease language that appears inconsistent with the warranty work being offered and represented in your emails and the “Purchase Agreement” between N&S and the Town. **As I have said before I can forward your concerns to CNH when we have a signed purchase agreement and approved finance application. However, they are not going to spend any time making adjustments to the lease financing docs they use all over the nation before they even know if you are going to move forward with this purchase. They rarely make changes to these documents unless special circumstances exist. You will receive a manufacturer's warranty policy when you sign the lease docs. I am also including a Master Parts Schedule with this email. I'm sure if you checked the financing agreements and manufacturer's warranty policy against those of any of your other vehicles or equipment purchases it would contain similar language to what you are referencing above. CNH is a multi-billion dollar corporation and I can't imagine there language is not standard. We have never had an issue with what you are asking about.**

The language in the Lease Agreement matters because N&S is assigning all of its right, title and interest over to CNH. I think my client would be more inclined to sign the Lease Agreement if they had a bona fide contract with N&S whereby N&S agrees to perform all warranty work and scheduled maintenance during the 3 year lease, but that’s not what’s being offered here. That’s why I tried to add language whereby N&S would affirmatively agree to provide all necessary maintenance work during the 3 year lease term. **I believe I have already put in prior emails that N&S agrees to provide all warranty and maintenance during the 3 year lease term that you notify us and allow us to do. If you would like to write something up and have me sign it I am more than happy to do so.**