

Town of Yacolt

Council Meeting Agenda

Monday, December 08, 2025
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Approve Minutes of Previous Meeting(s)

- [1.](#) DRAFT Minutes 11-10-25 Council Meeting
- [2.](#) DRAFT Minutes 11-20-25 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

- [3.](#) Interview Candidates for Pos.#2, Possible Executive Session, Appointment to Office, Oaths of Office
- [4.](#) Legislative Priorities
- [5.](#) CREDC Presentation
- [6.](#) Contract Renewal with Gordon Thomas Honeywell
- [7.](#) Comprehensive Plan Climate Resilience Element

Unfinished Business

- [8.](#) Resolution #641 re: Engineering Services Agreement for 2026
- [9.](#) Resolution #642 re: GEM Agreement

- [10.](#) Gravel in Rec Park Parking Lot - One Way Trigger, LLC
- [11.](#) ORD. #605 re: Adoption of 2026 Budget
- [12.](#) Ordinance #606 re: Clerk Wage Increase

Town Clerk's Report

Public Works Department Report

Attorney's Comments

Citizen Communication

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

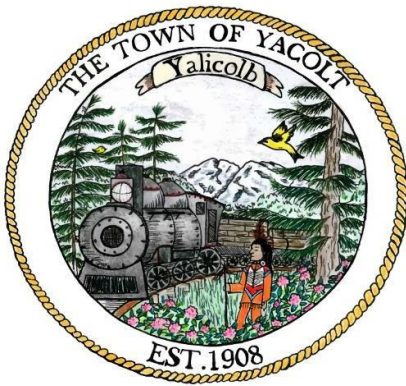
Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session Followed by Possible Council Action

Adjourn



Town of Yacolt

Town Council Meeting Minutes

Monday November 10, 2025

7:00 PM

Town Hall

Call to Order

7:00 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Craig Carroll, Brandon Russell, Marina Viray

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

Clerk Fields announced that Councilmember Kandi Peto had resigned that day, as she has moved outside of Town limits and is therefore no longer qualified to serve on the Town Council.

Late Changes to the Agenda

- Move Agenda Item #9 to the beginning of Unfinished Business, ahead of Agenda Item #3.
- Add Item #14: Acceptance of the W. Hoag St. Improvements Project as complete.

Approve Minutes of 10/13/2025 Meeting:

Motion was made to approve the minutes as written.

Motion: Carothers 2nd: Viray

Aye: Carothers, Carroll, Russell, Viray

Nay: 0

Motion Carried

Approve Minutes of 10/20/2025 Special Council Meeting:

Motion was made to approve the minutes as written.

Motion: Russell 2nd: Carroll

Aye: Carothers, Carroll, Russell, Viray

Nay: 0

Motion Carried

Citizen Communication

Ken Pierce of North Clark Little League announced that fireworks will be sold at the ballfields December 29, 30, and 31. They are seeking volunteers to work at the stand. Attorney Ridenour said inspection of the stand will be done by either the Fire Marshal or the local Fire Department, depending on timing and acceptance of the Town's Interlocal Agreement with the County Fire Marshal's Office.

Unfinished Business

Comprehensive Plan Update

Paul Dennis of Jackson Civil Engineering gave an overview of what's been happening round the County and State involving Comprehensive Planning. He said it will likely be at least this coming spring before Yacolt's Comprehensive Plan Update is completed, and that the next opportunity for property owners to express their interest in annexation will be in 2027. He also said the next stakeholders' meeting won't be until after the first of the year.

Res. #636: Fire Marshal Interlocal Agreement

Attorney Ridenour has negotiated terms of the Interlocal Agreement with the Fire Marshal's Office. He also explained different elements of the Agreement as it stands, including indemnity and recovery of legal fees by the prevailing party in a lawsuit. Councilmember Russell voiced his concern about a prevailing party's inability to recover legal fees. Mayor Shealy suggested including inspections of commercial properties in the Agreement. A Motion was made to adopt the Resolution as written. The vote was tied at first, but after further consideration, Councilmember Viray changed her vote to "Aye".

Motion: Carroll

2nd: Carothers

Aye: Carothers, Carroll, Viray

Nay: Russell

Motion Carried

Re. #637: Completing Real Estate Purchase

With the closing date set for this Wednesday and all contingencies having been met, a motion was made to approve completion of the purchase, by adoption of the Resolution.

Motion: Carothers

2nd: Russell

Aye: Carothers, Carroll, Russell, Viray

Nay: 0

Motion Carried

Nuisance Code Enforcement

Attorney Gerst asked for questions and discussion regarding the documents he included in the meeting packet. Discussion included top limits on fines, levels of escalation on violations, time allowances for correction of violations, collection of fines, etc. Councilmembers decided they wanted to set up a workshop to be able to devote more in-depth discussion to this topic. They decided on Thursday, November 20th at 6pm.

Appoint UCPB Board Representative

Clerk Fields was nominated to serve as the Town's representative on the UCPB Board.

Motion: Viray

2nd: Carothers

Aye: Carothers, Carroll, Russell, Viray

Nay: 0

Motion Carried

2026 Proposed Budget Hearing #2

Mayor Shealy closed the regular meeting and opened the Public Hearing at 8:08pm. He read a statement about the Proposed Budget, then the Clerk shared information regarding a GEM Agreement with multiple local governmental agencies, which should help with costs on Public Works projects. She then pointed out some improvements made to the Proposed Budget, following Council's directions from the October 20th Budget Hearing. When no more questions or comments were posed, Mayor Shealy closed the hearing and re-opened the regular meeting at 8:17pm.

DRAFT Request for Proposals for Elevator Services

Attorney Ridenour handed out and explained a supplemental document regarding procurement of services for elevator maintenance and repairs. After a short discussion, Mayor Shealy mentioned that he heard of a company in Vancouver who specializes in procurement and may be able to help us quickly draw up an RFP. Before authorizing anything, Council asked for this topic to be added to the special meeting on November 20th.

New Business

NCEMS Interlocal Agreement Addendum #4

Kim Reid from NCEMS explained the need for reduction of the Board size at NCEMS. Motion was made to approve the Addendum, which authorizes the reduction.

Motion: Carothers **2nd:** Viray

Aye: Carothers, Carroll, Russell, Viray

Nay: 0

Motion Carried

EMS 2026 Tax Levy Hearing and Res. #638: EMS 2026 Tax Levy

Mayor Shealy closed the regular meeting and opened the Public Hearing at 8:38pm. Kim Reid spoke again on behalf of EMS. With no questions posed, Mayor Shealy closed the Hearing and re-opened the regular meeting at 8:40pm. Motion was made to adopt Res. #638, authorizing the 2026 EMS Tax Levy.

Motion: Russell **2nd:** Carothers

Aye: Carothers, Carroll, Russell, Viray

Nay: 0

Motion Carried

Yacolt 2026 Revenue Hearing and Res. #639: Yacolt 2026 Tax Levy

Mayor Shealy closed the regular meeting and opened the Public Hearing at 8:41pm. Clerk Fields gave an overview of where the majority of the Town's revenues come from. She then explained the Town's ability – and need – to take advantage of the Town's banked capacity for property tax levies, from years when the Town did not increase the taxes. She explained how 2026 is a good year to do so, since the EMS Excess Levy will not be assessed in 2026, so property taxes should still be reduced in 2026 from what they were in 2025. When no further questions or discussion were posed, Mayor Shealy closed the Hearing and re-opened the public meeting at 8:46pm. Motion was made to adopt Res. #639, authorizing the 2026 Yacolt Tax Levy.

Motion: Carothers **2nd:** Carroll

Aye: Carothers, Carroll, Russell, Viray

Nay: 0

Motion Carried

Res. #640: Sale of Surplus Items

Discussion was had as Council went down the list of items to be offered for sale. Some prices were changed, some left the same as proposed in the packet. A couple of items were removed from the list. There was also the question of when to hold the sale, and it was agreed that the sale should take place in conjunction with the Town-wide garage sale, so it will be at least next March, at the Town Shop. Motion was made to adopt Res. #640, authorizing the sale of the surplus merchandise as decided upon in Council's discussion.

Motion: Carothers **2nd:** Viray

Aye: Carothers, Carroll, Russell, Viray

Nay: 0

Motion Carried

Acceptance of W. Hoag St. Improvements Project as Complete

After Clerk Fields stated that the Town's Engineer had approved the project's completion, a motion was made to accept the project as complete.

Motion: Russell **2nd:** Carroll

Aye: Carothers, Carroll, Russell, Viray

Nay: 0

Motion Carried

Town Clerk's Report

- Congratulated all the Councilmembers on their re-elections
- Elected Officials Essentials Training is once again scheduled for the same day as our Town Christmas Tree Lighting, so anyone wanting or needing to take any trainings can do so online, at their convenience, and contact Clerk Fields if they need more info.
- The Town just received its final payment for the TIB grant for reimbursement on the W Hoag St. Improvements Project.
- The next Events meeting will be November 24th at 6:30pm, and Ornament stuffing will begin this Wednesday and Friday at 6pm at The Hub.
- The Town received an award from AWC/RMSA for doing a commendable job of reducing their risks overall.
- Happy Birthday Attorney Ridenour!

Public Works Department Report

- Still cleaning up leaves galore!
- Went to the Railroad meeting- the hobby line will run 4x/day on the weekends leading up to Christmas; the RR Board is seeking 4 new members; they asked for us to make sure the parking lot is monitored on the day of the Tree Lighting, so RR passengers can park in their lot.
- Mr. Gardner is seeking volunteers to help with Tree Lighting preps (setting up tents, decorating, etc.) on the 4th - 6th of December. We should contact the RR people and invite them to our next events meeting to be sure we're all on the same page as far as what is being done for the Tree Lighting.

Attorney's Comments

Ridenour

- Will be meeting later this week with people from the County re: the Railroad property.
- Will be meeting later this week with Battle Ground's City Manager about an Interlocal Agreement between us and them for services such as plan reviews and Code Enforcement Hearings.
- Looking into cooperating with Clark County for law enforcement grant and sales tax opportunities.
- Computer tech (Stan) will be happy to meet with the Clerk to develop a plan and an RFP for IT and cybersecurity services.

Gerst

- Acorn is ready to sell their property; more in Executive session.

Citizen's Communication

None

Council's Comments

Viray: Attended Pacificorp Powerline meeting; about 100 attendees; people here need to keep on top of this issue because it could have a big impact on property owners in and around Town.

Mayor's Comments

- Need plenty of volunteers for the Tree Lighting.
- Hopes to have 2 Councilmembers at the next Events meeting.
- The band and choir who will be performing at the Tree Lighting have asked if they could put out collection boxes to raise funds at the event.

Approve to Pay Bills on Behalf of the Town

Motion: Carothers **2nd:** Viray

Aye: Carothers, Carroll, Russell, Viray **Nay:** 0

Motion Carried

Executive Session

Mayor Shealy closed the regular meeting and opened an executive session to discuss real estate acquisition and potential litigation at 10:00pm, to last until 10:30pm. At 10:30, he extended it until 11:00pm. At 11:00, he extended to 11:20pm. At 11:22pm, he closed the executive session and re-opened the regular meeting.

Council moved to authorize Mayor Shealy send a response to Mr. Hood as discussed in executive session, and asking for Hood to respond before the December Council Meeting.

Motion: Russell **2nd:** Viray

Aye: Carothers, Russell, Viray **Nay:** 0

Motion Carried

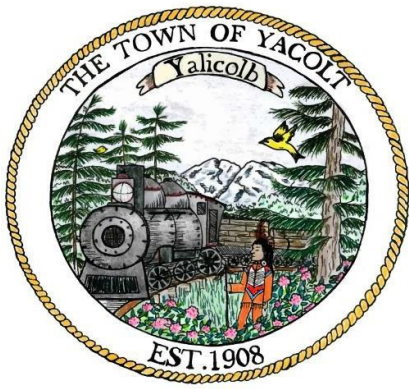
Adjourn

11:24 pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt

Special Council Meeting Minutes

Thursday, November 20, 2025
6:00 PM
Town Hall

Call to Order

6:00 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Craig Carroll, Brandon Russell, Marina Viray

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

New Business

Nuisance Code Update and Enforcement

Brian Gerst addressed Council's concerns re: stricter enforcement, daily penalties, immediate fines, shifting the burden off the Town and onto the violator, tightening up timelines, and specific fines for specific types of violations (including escalating fines for more serious or repeat offenses. Mayor Shealy and Attorney Ridenour reported what they learned at their meeting with Battle Grounds City Manager, mentioning that Battle Ground assesses liens on offenders' properties, and they have their own Hearings Officer, whom they may be able to share with us through an Interlocal Agreement. Ridenour also explained the difference between nuisance conditions vs. nuisance actions. Council then discussed after-contact turn-around time and a well-defined appeals process, escalating fines, emergencies (threats to public health/safety), and what sort of things should be considered nuisances. They then shifted to discussing Building Code violations and processes to deal with those.

Elevator Maintenance and Repairs Contract

Council suggested asking Devin Jackson if he can draft the RFP for elevator maintenance and repairs. Attorney Ridenour gave some advice on the procurement process and suggested presentation of an RFP at the January meeting.

Executive Session

Mayor Shealy closed the regular meeting at 8:04 pm, and after a short break, opened a 45-minute executive session to discuss litigation, potential litigation, and potential real estate acquisition. In attendance were all Council Members, Mayor Shealy, Clerk Fields, Attorney Ridenour, and Attorney

Gerst. At 8:59 pm, he closed the executive session and re-opened the regular meeting.

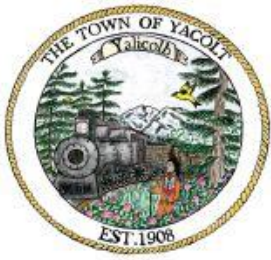
Adjourn: 9:00 pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____

DRAFT



Town of Yacolt Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

Address: PO Box 160/202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Candidate Interviews for Council Pos. #2 + Exec. Session if Needed; Appointment and Oaths of Office

Proposed Meeting Date: December 8, 2025

Action Requested of Council: Interview all candidates for filling the vacancy at Council Position #2 and attend an Executive Session if necessary to discuss candidate qualifications; Appoint someone to serve at Council Position #2; then all Council Members will be administered their Oaths of Office.

Proposed Motion: "I move that we appoint _____ to fill the vacancy at Council Position #2 for the remainder of this term and to continue serving the upcoming term."

Summary/Background: Council Position #2 was vacated when Kandi Peto moved outside of Town limits in early November, and was therefore disqualified from serving on Council. All Council Members must take a new Oath of Office at this meeting: Positions #1 & 4 are filling unexpired terms, and were certified after the Nov. 4th election to serve through 2027. They must re-take their Oaths in order to serve through 2027. Position #2 is being appointed to finish the current term, which ends Dec. 31, 2025. The new term will begin Jan. 1, 2026, and this person will need to re-take their Oath in January in order to serve that term. (This position will appear on the 2027 ballot as an unexpired term, to serve through 2029.) Position #3 will likewise need to take an Oath to complete out this current term and then again to serve the 4-yr. term beginning January 1st. Position #5 was a lapsed election for an unexpired term, as no one filed for the position, so that position was re-certified to be filled by the incumbent. As confusing as all of this may seem, it boils down to this: All Council Members will need to take their Oath of Office at this meeting, and then Council Members #2 & 3 will take new Oaths again in January.

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

Mayor Ian Shealy
mayor@townofyacolt.com

(360) 686-3922



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ITEM INFORMATION:

Item Title: Yacolt's Legislative Priorities

Proposed Meeting Date: December 8, 2025

Action Requested of Council: Adopt the proposed 2026 Legislative Priorities

Proposed Motion: "I move that the Town of Yacolt adopts the 2026 Legislative Priorities as presented."

Summary/Background: Throughout the Budget Workshops this year and last, Yacolt's Town Council has discussed what they feel are their most important and urgent priorities. The attached document details projects they must seek outside funding for.

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

Mayor Ian Shealy
mayor@townofyacolt.com

(360) 686-3922



202 W Cushman St.
Yacolt, WA 98675
(360) 686-3922
Contact: Mayor Ian Shealy

2026 Legislative Priorities

Yacolt Community & Senior Center

Yacolt does not currently have a central gathering place for the community. A local church is constructing a new facility, leaving a building behind that can be retrofitted for a community and senior center. Yacolt is seeking \$800,000 from the 2026 supplemental capital budget to fund purchase of the property.

The facility is set up to accommodate a variety of critical rural community services, and several organizations have agreed to partner with the Town, should the facility become a community center.

These services include:

- Youth athletics
- A heating or cooling center during power outages and extreme weather
- A senior center
- A medical facility
- Meals on Wheels
- Child care and early learning services

North Country Emergency Management Services Facility

Through an expiring agreement, Yacolt's Public Works department currently occupies space within the North Country EMS's building. Yacolt must vacate the space within the next two years, owing to the expiring agreement, and a need for more space to store equipment. A new EMS facility must be constructed to ensure both entities can continue to serve the community. Yacolt supports **House Bill 1001** to establish grant funding specifically for rural fire districts.

Other Town Priorities

Yacolt is seeking additional funds, through competitive grant opportunities or other funding sources, to address the following projects:

- **Town Hall Siding:** The siding on Town Hall is rotting and the entire exterior of the building must be replaced. Estimated Cost: \$200,000.
- **Stormwater Facility Repairs:** Many of Yacolt's manhole covers need to be dug out and repaired. At least ten of them need to be dug out and replaced very soon, before they become sinkholes. Estimated Cost for just the ten: \$400,000.
- **Little League Field Improvements:** The Yacolt Little League supports youth across the region, and serves a high need population; 40% of little league players are receiving a scholarship to play. Improvements to the facilities, including installation of turf fields, improved grandstands and dugouts, will allow the Little League to host games and tournaments. Estimated Cost: \$2,500,000.

Policy Statements

Public Safety

Yacolt appreciates the Legislature's efforts to pass legislation in 2025 that allows local governments to increase sales tax authority to fund public safety services. However, municipalities without adequate sales tax base are still left with little to no law enforcement services, and few options to fund them. Yacolt supports any effort to improve policing in small, rural areas.

Partnerships & Regional Priorities

- Yacolt supports the Association of Washington Cities' 2026 Legislative Priorities.



Town of Yacolt Agenda Request

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Alt. Phone:

ITEM INFORMATION:

Item Title: Presentation re: Columbia River Economic Development Council (CREDC)

Proposed Meeting Date: December 8, 2025

Action Requested of Council: View the presentation, get answers to any questions you may have

Proposed Motion: None; presentation only

Summary/ Background: Catherine Holm of Gordon Thomas Honeywell (the Town's lobbying partner) will present what CREDC does and how they may be able to collaborate with the Town of Yacolt on pursuing economic development, possibly through helping the Town to obtain funding.

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

December 8,, 2025

CREDC and the Town of Yacolt

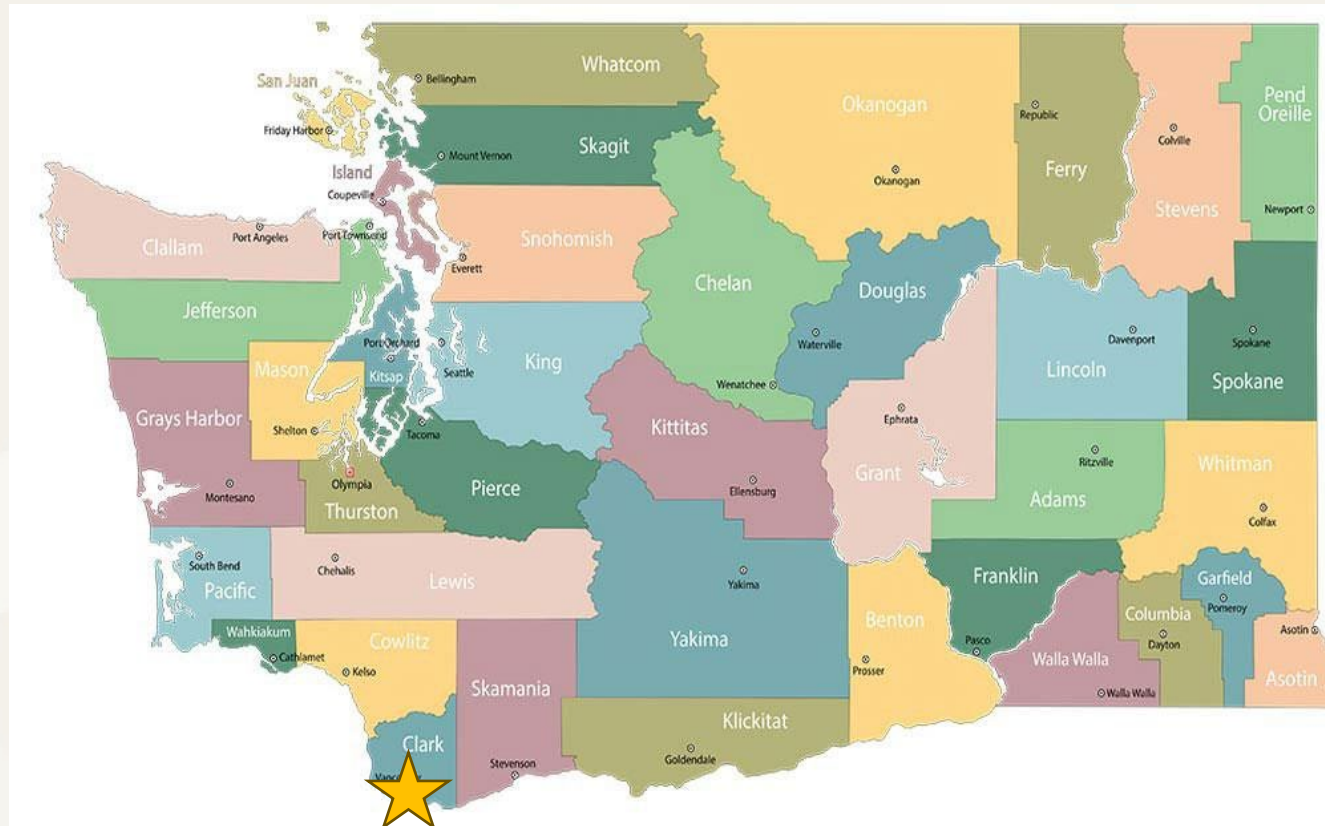
CRED



CREDC – Clark County's ADO

Each one of Washington counties has an **Associate Development Organization**, tasked with furthering their region's economic development goals.

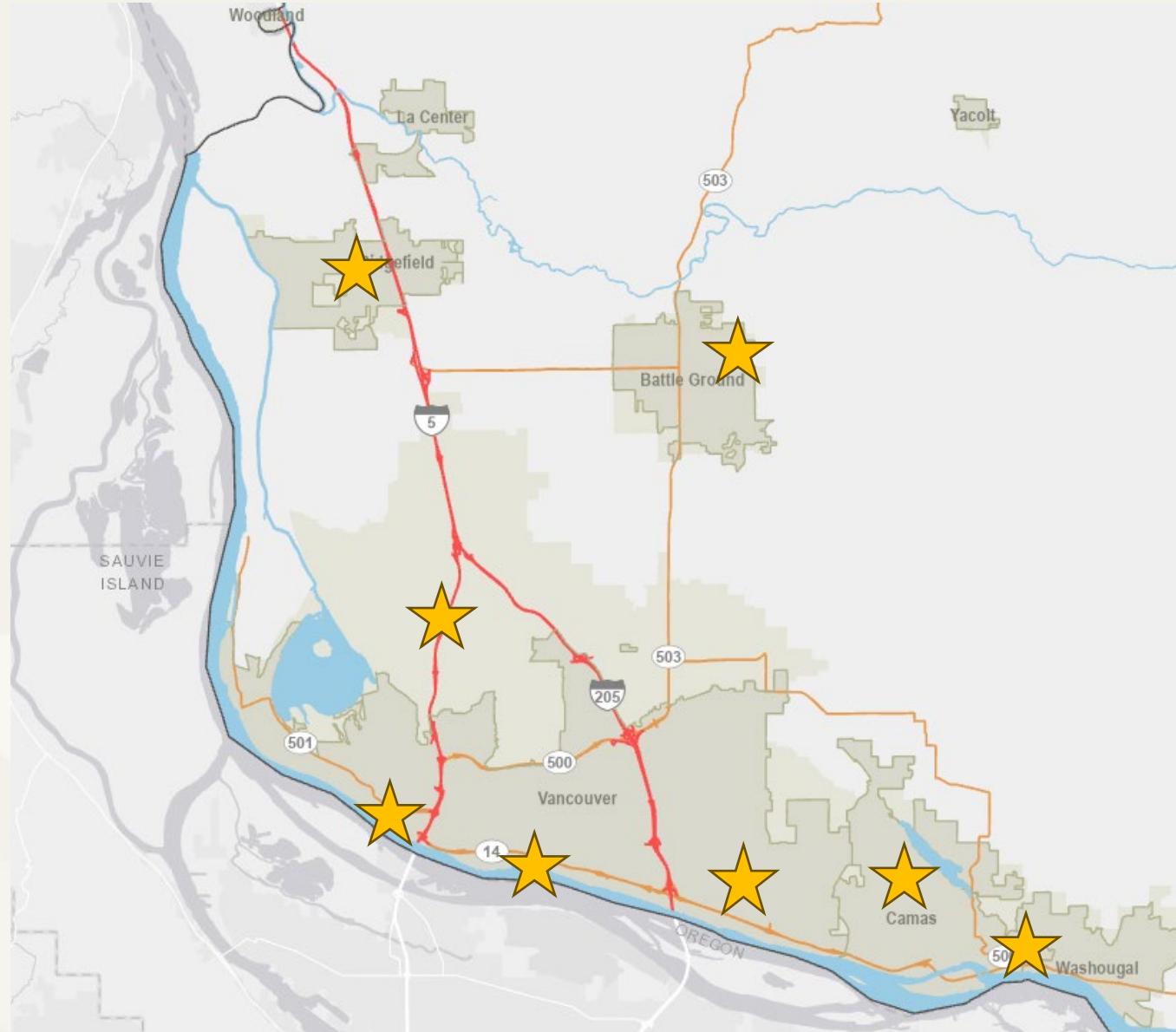
CREDC is the designated ADO to serve Clark County.



CREDC Impact in 2024

- CREDC helped generate \$1.68 billion in B2B activity over the last four years; Secured 3,926 jobs through 42 project wins
- Originated millions of top talent digital imprints through JustNorth brain gain initiative
- Stood up high-quality resources to build capacity for >200 public works vendors
- Stewarded the Clark County Economic Development Plan
- Delivered Objective Criteria on the Inventory of Employment/Production Supporting Land

CREDC Impact



2021-2024 ROI

**\$34 New Business Activity
per \$1 Invested**

2024 Wins

Recruitments and Expansions (9)

- 7 Recruitments (55 Currently Active)
- 2 Expansions (20 Currently Active)

\$338 million Capital Investment

445 New and Retained Jobs

343,506 Square Feet Subscribed

	CapEx	Jobs	Wins
4-Year Totals	\$1.68 billion	3,926	42

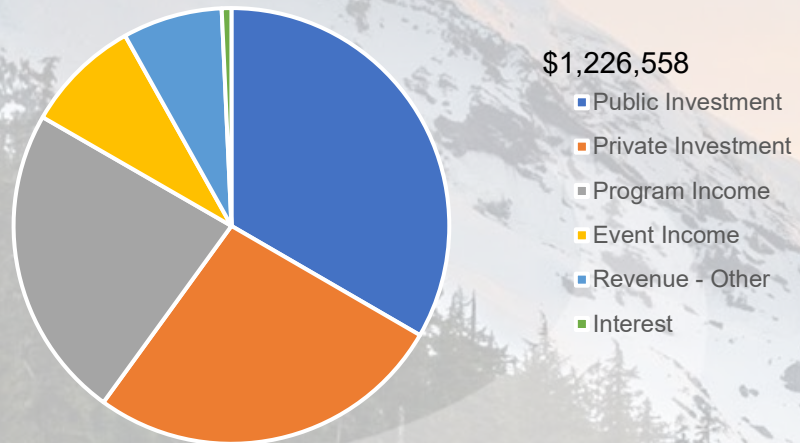
APEX Accelerator



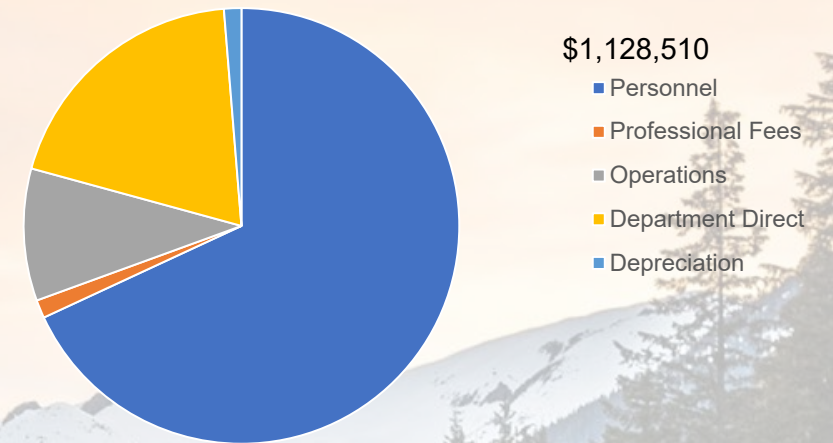
- APEX Accelerator at CREDC provided personalized advising to 153 new clients and conducted 105 follow-up sessions with established businesses, totaling 312 hours of dedicated guidance.
- Clients served by WA APEX in Clark, Cowlitz, and Skamania counties secured 462 government contract awards, collectively valued at \$24,077,102.25.
- APEX hosted 19 events, attracting 641 attendees.

2024 Budget

2024 CREDC Total Revenue



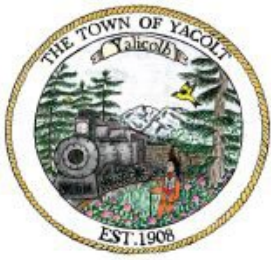
2024 CREDC Total Expenses



CREDC and Yacolt



- Collaboration
- Partnership
- Advancing Sustainable Economic Growth



Town of Yacolt

Request for Council Action

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Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Renewal of Contract with Gordon Thomas Honeywell

Proposed Meeting Date: December 8, 2025

Action Requested of Council: Decide if you would like to renew the contract we have with Gordon Thomas Honeywell as the Town's Lobbying firm.

Proposed Motion: "I move that the Town renews its contract with Gordon Thomas Honeywell as presented."

Summary/Background: Gordon Thomas Honeywell Government Relations has acted as the Town's Lobbyist in 2025, and wishes to renew its contract for 2026.

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

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

THE TOWN OF YACOLT CONSULTING AGREEMENT

This Agreement is entered into by and between the Town of Yacolt (hereinafter referred to as “the Town”), and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as “Consultant”), a Limited Liability Corporation licensed to do business in Washington as a governmental affairs firm, for the services described herein upon the following terms and conditions:

A. Scope of Work. Consultant will advise and assist the Town in accordance with Consultant’s Scope of Work, described in Attachment “A” hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the “Services”). Consultant’s Services will be in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance. Consultant’s Services will not include the provision legal services and the protections of the attorney-client relationship will not exist between Consultant and the Town.

B. Compensation. The Town will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment “A.”

C. Invoices; Payment. Consultant will furnish the Town an invoice, as set forth in Attachment “A.”

D. Term. Consultant shall promptly begin the Services hereunder on the date set forth in Attachment “A” and shall terminate same on the date set forth in Attachment “A,” unless earlier terminated by mutual agreement. The Town or Consultant may terminate consultant Services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days notice.

E. Ownership of Work Product. The product of all work performed under this agreement, including reports, and other related materials shall be the property of the Town or its nominees, and the Town or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

G. Independent Contractor. Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of the Town, or to empower consultant to bind or obligate the Town in any way. Consultant is solely responsible for paying all of Consultant’s own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

H. Sub-Contracting. Consultant shall not sublet or assign any of the work covered by this agreement without the written consent of the Town.

H. Release of Claims; Indemnity. The Consultant will defend, indemnify and hold the Town, its officers, officials, employees, contractors and volunteers harmless from all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or

omissions of the Consultant in performing the Services, except for injuries and damages caused by the sole negligence of the Town.

For purposes of this indemnification and hold harmless agreement, the Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

I. Insurance. The Consultant will procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's performance of the Services.

I. Assignment. Consultant's rights and obligations hereunder shall not be assigned or transferred without the Town's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.

J. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

K. Arbitration. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed in Clark County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

L. Miscellaneous.

1. Entire Agreement. This Agreement constitutes the sole agreement of the Parties with respect to the Services. It supersedes any prior written or oral agreements or communications between the Parties and may not be modified except in a writing signed by the Parties.
2. Waiver. If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.
3. Binding Effect. This Agreement binds and inures to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns.
4. Notices. All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing.

5. Severability. If any part of this Agreement is for any reason held to be invalid or unenforceable, the rest of it remains fully enforceable.
6. "Including." Unless the context requires otherwise, the term "including" means "including but not limited to."
7. Headings. Headings are for convenience and do not affect the interpretation of this Agreement.
8. Governing Law. Washington law applies to the Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.
9. Execution by Counterpart. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, but all of which constitute one the same instrument. An electronic copy or facsimile transmission of a signed copy of this Agreement shall be deemed an original and has the same valid and binding effect.

Consultant:

Gordon Thomas Honeywell
Governmental Affairs

Town:

Tim Schellberg
President

Date: _____

PO Box 1677
Tacoma, WA 98401

Date: _____

**ATTACHMENT “A” TO
THE TOWN OF YACOLT CONSULTING AGREEMENT**

A. Scope of Work:

Consultant will assist the Town in developing and implementing a legislative advocacy program. This will include helping to identify budget and policy priorities and developing and implementing strategies to advance these priorities with the governor and legislature. During this time the Consultant shall:

1. Act as the Town’s principal state lobbyist and develop and maintain on-going relationships with appropriate state elected and appointed officials and staff;
2. Develop and maintain on-going relationships with the Association of Washington Cities and their lobbyists, as well as other lobbyists and interest groups whose interests and advocacy align with the interests of the Town;
3. Attend meetings and conferences as mutually agreed upon by the Consultant and the Town;
4. The Consultant shall provide both written and oral reports to the Town and other project partners as mutually agreed upon by the Consultant and the Town; and
5. Provide other governmental relations support to the Town as mutually agreed upon by Consultant and the Town.

B. Compensation/Expenses: the Town shall pay Consultant a fee of \$3,000/month (\$36,000 total) for the Scope of Work listed in subsection A, above. In addition, the Town shall reimburse the Consultant for work related travel expenses including: mileage, meals, and lodging.

C. Invoices/Payments: (a) Consultant shall furnish the Town with an invoice for services performed, and (b) The Town shall pay Consultant’s invoice within thirty (30) days after the Town’s receipt and verification.

D. Term of Agreement: Consultant’s services shall commence on January 1, 2026 and shall terminate on December 31, 2026.



Town of Yacolt Request for Council Action

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

Name: Paul Dennis

Group Name: Jackson Civil Engineering

Address: 1415 Grand Blvd.
Vancouver, WA 98661

Phone: (360) 723-0381

Email Address: paul@jacksoncivil.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Climate Resiliency Planning Chapter

Proposed Meeting Date: December 8, 2025

Action Requested of Council: After Mr. Dennis presents the updates on the Comprehensive Plan and explains the Climate Resiliency Element, make sure all your questions and those of the general public get answered. Then accept the Climate Resiliency Chapter he drafted so that he can forward it to the WA Departments of Commerce and Ecology.

Proposed Motion: "I move to accept, and to authorize Jackson Civil Engineering to submit the DRAFT Climate Resiliency Chapter as presented on behalf of the Town of Yacolt to the WA Departments of Commerce and Ecology for their review."

Summary/Background:

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

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

TOWN OF YACOLT

CLIMATE RESILIENCE ELEMENT

PREPARED BY:



PURPOSE OF THE CLIMATE RESILIENCE ELEMENT

Yacolt will continue to be impacted by climate-related hazards, including extreme weather events and natural disasters that are exacerbated by climate change. This newly developed element of the Comprehensive Plan identifies goals and policies that were developed to bolster Yacolt’s resilience to these various hazards. It is intended to help Yacolt become a town that is resilient to climate hazards while meeting the goals of the Growth Management Act (GMA), Clark County Planning Policies, and the Clark County Multi-Jurisdictional Hazard Mitigation Plan. The goals and policies of this Element intend to strengthen Yacolt’s climate resilience, while prioritizing the most vulnerable populations in the town. This Element was created utilizing guidance from the Washington State Department of Commerce, who developed climate planning guidance to help communities develop climate-related policies that best suit their communities.

Many of the goals and policies in this element reflect activities already underway in the town, such as the provision of air conditioning at the library, while other goals and policies outline “common sense” actions that provide resilience benefits through simple, minimal, low-cost changes in town practice. Other goals or policies may require longer term study, planning, and financing to serve the greatest number of community members. The goals and policies are broken into these categories:

- Land Use
- Housing
- Capital Facilities
- Utilities
- Parks and Recreation
- Transportation
- Economic Development
- Historic, Archeological, Cultural, Scientific and Educational Resources

The goals and policies may also result in additional co-benefits to community members and the town, such as improved air quality, additional green space and trees, improved public health, pedestrian and bike-friendly streets, and improved stormwater management. **Appendix X** provides additional technical analysis supporting the goals and policies in this element.

GOALS AND POLICIES

LAND USE

Goal CR-1: Utilize land use planning, conservation and restoration to minimize the occurrence and impacts of climate hazards while restoring natural functions.

Policy CR-1.1: Support natural resource management plans that address existing stressors, consider climate change impacts, emphasize taking a precautionary approach to reduce risk of environmental harm, and guide adaptive management.

Policy CR-1.2: Develop a comprehensive, communitywide wildfire resilience strategy to improve emergency response capabilities, create fire-resilient landscapes, promote fire-adapted communities, protect the economy, and foster short- and long-term recovery.

Goal CR-2: Establish development and design standards that incorporate best practices for reducing climate-related hazards by enhancing the resilience of buildings and infrastructure.

Policy CR-2.1: Develop or modify design standards to integrate exterior building features that reduce the impacts of climate change and increase resilience when possible.

Policy CR-2.2: Promote the implementation of green infrastructure and low-impact development strategies to manage increased storm intensity and stormwater runoff.

Goal CR-3: Promote land use patterns and development practices that enhance resilience of the built environment, natural ecosystem processes, and communities to climate change.

Policy CR-3.1: Establish and maintain a purchase and transfer of development rights program that allows transferring development from areas that provide conservation and climate resilience benefits into areas more suitable for development.

Policy CR-3.2: Direct new development into areas where exposure to climate hazards is low.

Goal CR-4: Promote mixed-use, infill supportive development to reduce vehicle miles traveled.

Policy CR-4.1: Maintain a stable urban growth area to reduce rural development pressure.

Policy CR-4.2: Consider complimentary mixed land uses, locating business districts, parks and schools in neighborhoods to promote multimodal transportation.

HOUSING

Goal CR-5: Promote equitable, affordable, and sustainable housing options that enhance community resilience to climate change.

Policy CR-5.1: Increase housing diversity and supply within urban growth areas allowing middle housing types, such as duplexes, triplexes, and ADUs, on residential lots, to support environmental justice.

Policy CR-5.2: Preserve and adaptively reuse existing and historic buildings, with special attention to sites vulnerable to climate hazards to support sustainability and cultural heritage.

Policy CR-5.3: Encourage the preservation and weatherization of housing to reduce emissions and increase resilience.

CAPITAL FACILITIES, UTILITIES, AND PARKS + RECREATION

Goal CR-6: Plan, site, and adapt critical infrastructure, parks, and public facilities to withstand climate impacts, ensuring long-term function and access.

Policy CR-6.1: Consider future climate conditions during siting and design of capital facilities, to ensure they function as intended over their planned life cycle.

Policy CR-6.2: Identify and plan for climate impacts to valued community assets such as parks and recreation facilities.

Goal CR-7: Support the development of energy-efficient buildings and utility infrastructure that are climate-resilient, equitably funded, and designed to withstand future hazards.

Policy CR-7.1: Support renewable energy sources for the supply of electricity when feasible.

Policy CR-7.2: Work with energy utilities to improve the safety and reliability of infrastructure vulnerable to climate change.

Goal CR-8: Support investment in green infrastructure and resilient water systems to address increased stormwater, water conservation needs, and long-term climate impacts on hydrology.

Policy CR-8.1: Encourage development to build green infrastructure projects that help capture, filter, store, and reuse stormwater runoff.

Policy CR-8.2: Protect and preserve water quality and quantity from drought, extreme heat, and other hazards exacerbated by climate change.

Goal CR-9: Strive for equitable access to climate-resilient green spaces and open areas through development regulations.

Policy CR-9.1: Encourage development of a green belt of parks to reduce greenhouse gas emissions, support connectivity and non-motorized travel between housing, schools, and businesses across the community.

Policy CR-9.2: Enhance the resilience of parks and recreational trails by assessing and addressing climate hazards and impacts.

Policy CR-9.3: Encourage open space set-asides for new development.

Goal CR-10: Protect and enhance ecosystem services by expanding and connecting critical habitats and by incorporating natural capital into community planning and decision-making.

Policy CR-10.1: Pursue opportunities to expand habitat protection and enhance habitat quality, when possible, to support climate resilience using conservation area designations, protective buffers, and connected open space corridors.

TRANSPORTATION

Goal CR-11: Ensure that the transportation system, including infrastructure, travel modes and evacuation routes, can withstand and recover quickly from climate-related impacts and hazards, prioritizing the needs of vulnerable populations.

Policy CR-11.1: Enhance emergency preparedness, response, and recovery efforts to mitigate risks and impacts associated with extreme weather and other hazards due to climate change.

Policy CR-11.2: Encourage the development of a multimodal transportation system to reduce vehicle miles traveled and greenhouse gas emissions.

Policy CR-11.3: Design street networks that incorporate 'Complete Streets' principles to support multimodal transportation, function as potential evacuation routes, reduce vehicle miles traveled, and enhance resilience to climate hazards.

ECONOMIC DEVELOPMENT

Goal CR-12: Enhance the climate resilience of the local economy by supporting local purchasing, developing a workforce for green industries, and fostering sustainable, climate-aligned market growth.

Policy CR-12.1: Assist local businesses in strengthening climate preparedness and ensure continuity of operations.

Policy CR-12.2: Promote the development of green jobs that provide family-wage employment and strengthen climate resilience.

Policy CR-12.3: Ensure that the local economy can withstand and adapt to extreme weather and other natural hazards intensified by climate change.

Policy CR-12.4: Enhance emergency preparedness, response, and recovery efforts to mitigate risks and impacts associated with extreme weather and other hazards worsened by climate change.

Goal CR-13: Promote environmental justice by strengthening government capacity, collaborating with communities, and supporting equitable workforce opportunities.

Policy CR-13.1: Build and support partnerships with community-based organizations with the capacity and relationships to unite diverse groups of residents and empower them to take climate resilience action.

Policy CR-13.2: Support local expertise in climate change and environmental justice to enhance effectiveness, equity, and resilience of communitywide policy implementation.

Policy CR-13.3: Advance environmental justice by ensuring all residents have equitable access to climate education, a voice in policy decisions and opportunities to contribute to climate resilience.

HISTORIC, ARCHEOLOGICAL, CULTURAL, SCIENTIFIC & EDUCATIONAL RESOURCES

Goal CR-14: Protect significant historic sites at risk of climate hazards.

Policy CR-14.1: Promote the adaptive reuse of existing buildings, particularly historic structures, to minimize resource consumption and reduce carbon emissions. Repurposed spaces can serve as housing or as community assets, such as resilience hubs that provide shelter, heating, or cooling during extreme weather events.

Policy CR-14.2: Prioritize preserving and weatherizing housing, incorporating passive survivability features, to reduce emissions and increase resilience.

Policy CR-14.3: Design and site new and expanded roads or railroads to have the least possible adverse effect on waterways.

APPENDIX A – YACOLT HB 1181(2023) CLIMATE POLICY AUDIT

This policy audit reviews Yacolt's existing Comprehensive Plan (2013) to identify policies that relate to, or could be strengthened to address, climate resilience in Winlock.

2013 YACOLT COMPREHENSIVE PLAN

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
LAND USE					
Goal 1. Create a land use pattern that facilitates the orderly, cost effective provision of urban services.	Goal ID: V – High Priority Establish land use patterns that increase the resilience of the built environment, ecosystems, and communities to climate change.	Add language to policy about resilience benefits of land use patterns	Resilience	Zoning & Development	Drought Extreme Heat Extreme Precipitation Flooding Landslide Reduced Snowpack Sea Level Rise Wildfire
Policy 1-1. The Yacolt Urban Growth Area shall encompass sufficient area and employ appropriate urban densities that will accommodate the growth that is projected to occur for a 20-year planning period.	Policy ID: K.04 Establish minimum residential densities within urban growth areas.	Quantify what an appropriate urban density is and relate to GHG reduction	GHG Reduction	Zoning & Development	Air Pollution Water Pollution
Policy 1-2 The town and the county shall review the UGA and consider	Policy ID: T.13 – High Priority	Draft policy to review climate	Resilience	Health & Well-being	Drought Extreme Heat Extreme

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
changes to the boundary at eight year intervals.	- Review land use maps and identify opportunities or barriers to responding to rapid population growth or decline, rebuilding housing and services after disasters, and other extreme climate impact scenarios.	impact scenarios upon review of UGA			Precipitation Flooding Reduced Snowpack Sea Level Rise Wildfire
Policy 1-3 Protect the underlying aquifer from contamination to help assure a safe supply of public drinking water.	Policy ID: Y.12 Identify and implement strategies to prepare for and mitigate the effects of saltwater intrusion into aquifers and drainage systems.	Specify how aquifer will be protected to preserve water resources	Resilience	Water Resources	Sea Level Rise
Policy 1-4 New residential development or redevelopment should provide adequate public right of way, street, storm water control, water, and wastewater facility improvements, among other capital improvements that directly serve the new development.	Policy ID: Y.03 – High Priority Require the use of green infrastructure and low - impact development to address increased storm intensities and stormwater runoff.	Draft policies addressing the need for green stormwater	Resilience	Water Resources	Extreme Precipitation Flooding
HOUSING					
Goal 2 Encourage the availability of affordable housing to all economic segments of the community, promote	Policy ID: K.02 – High Priority	Strengthen /add policy to include	GHG Reduction	Zoning & Development	Air Pollution Water Pollution

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
a variety of residential densities and housing types, and encourage the preservation and improvement of the existing housing stock.	Allow middle housing types, such as duplexes, triplexes, and ADUs, on all residential lots.	climate and equity benefits			
Policy 2 -1 Medium and high -density residential developments should be located near commercial centers with direct access to major or secondary arterials.	Policy ID: I.19 – High Priority Facilitate the siting of complimentary destinations such as commercial -employment centers, schools or education centers, and residential developments.	Draft policy for complimentary siting for GHG/VMT reduction	GHG Reduction	Transportation (roads, bridges, multimodal)	Air Pollution Water Pollution
Policy 2 -2 Modular and manufactured dwellings that meet the latest nationally recognized construction standard should be allowed in residentially designated areas, provided they meet siting requirements pertaining to residential development.	Policy ID: P.05 Encourage the use of modular buildings that can be moved, renovated, and deconstructed as community or tenant needs and climate impacts change.	Draft policy for eco -friendly modular structures	Resilience	Buildings & Energy	Flooding Landslide Sea Level Rise Wildfire
Policy 2 -3 Provide sufficient land for various housing types, including housing for low -income families, manufactured housing and multi -family housing.	Policy ID: K.06 – High Priority Develop and implement inclusionary zoning to support greater income diversity in housing types.	Draft policies for inclusionary zoning for affordable housing	GHG Reduction	Zoning & Development	Air Pollution Water Pollution
Policy 2 -4 Coordinate economic development and housing strategies to achieve parity between job	Policy ID: I.19 – High Priority	Policy specifying development coordination and	GHG Reduction	Transportation (roads,	Air Pollution Water Pollution

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
development and housing affordability.	Facilitate the siting of complimentary destinations such as commercial -employment centers, schools or education centers, and residential developments.	planning for environmental benefits		bridges, multimodal)	
Policy 2 -5 Encourage housing and job opportunities in locations that will support the development of public transportation.	Policy ID: I.24 – High Priority Prioritize permitting for transit -oriented development (TOD) proposals.	Create policy prioritizing or incentivizing TOD reducing VMT	GHG Reduction	Transportation (roads, bridges, multimodal)	Air Pollution Water Pollution
Policy 2 -6 Coordinate housing strategies to ensure the availability of public facilities and public services.	Policy ID: K.07 Plan for and invest in capital facilities to accommodate infill development.	Strengthen policy to reflect focus on infill	GHG Reduction	Zoning & Development	Air Pollution Water Pollution
Policy 2 -7 Encourage infill housing developments to provide opportunities for housing construction in pockets of unused land within the UGA.	Policy ID: C.06 – High Priority Prioritize infill development through zoning and permitting process.	Strengthen or add policy to reduce sprawl & GHG	GHG Reduction	Zoning & Development	Air Pollution Water Pollution
Policy 2 -8 Encourage flexible and cost -efficient land use regulations for the creation of alternative housing types, which will meet the needs of an economically diverse population.	Policy ID: V.11– High Priority Implement complimentary, mixed land uses versus traditional zoning, such as	Draft policy encouraging mixed use for housing and GHG reduction	GHG Reduction	Zoning & Development	Air Pollution Water Pollution

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
	locating business districts, parks and schools in neighborhoods to promote cycling and walking and reduce driving.				
Policy 2 - 9 Encourage the preservation and improvement of the existing housing stock.	Policy ID: F.01 Preserve and reuse existing buildings.	Strengthen policy to reflect climate element of preservation	GHG Reduction	Buildings & Energy	Air Pollution Water Pollution
Policy 2 - 10 Explore housing strategies to protect citizens on fixed incomes from escalating property taxes which could potentially displace people from their homes (e.g., property tax subsidies).	Policy ID: T.12 – High Priority Prioritize the development of anti -displacement programs in overburdened communities when increasing densities.	Draft anti -displacement policy to increase resilience & decrease pollution	GHG Reduction	Health & Well -being	Air Pollution Water Pollution
CAPITAL FACILITIES, UTILITIES, AND PARKS + RECREATION, ANNEXATION					
Goal 5 Encourage the retention of critical and unique open space and the development of recreational opportunities; conserve fish and wildlife habitat; increase access to natural resource lands and water; and develop parks.	Policy ID: V.10 – High Priority Restore and maintain critical areas and open space areas to maximize the climate resilience benefits they provide.	Strengthen policy to reflect climate resilience benefits	Resilience	Zoning & Development	Drought Extreme Heat Extreme Precipitation Flooding Landslide Reduced Snowpack Sea Level Rise Wildfire

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
	<p>Policy ID: U.10 – High Priority</p> <p>Ensure no net loss of ecosystem composition, structure, and functions, especially in Priority Habitats and Critical Areas, and strive for net ecological gain to enhance climate resilience.</p>	Strengthen policy to reflect need for enhanced climate resilience	Resilience	Ecosystems	<p>Drought</p> <p>Extreme Heat</p> <p>Extreme Precipitation</p> <p>Flooding</p> <p>Landslide</p> <p>Reduced Snowpack</p> <p>Sea Level Rise</p> <p>Wildfire</p>
Policy 5 - 1 Identify open space corridors, and important isolated unoccupied natural areas within the Yacolt UGA, which should be preserved or have potential to be developed as parks.	<p>Policy ID: U.02 – High Priority</p> <p>Identify opportunities to expand habitat protection and improve habitat quality and connectivity to foster climate resilience using conservation area designations, buffers, and open space corridors.</p>	Draft policy for buffers and corridors in UGA and urban holding land for climate and habitat protection	Resilience	Ecosystems	<p>Drought</p> <p>Extreme Heat</p> <p>Extreme Precipitation</p> <p>Flooding</p> <p>Landslide</p>
Policy 5 - 2 Open space shall include unoccupied lands having the potential to be developed as parks or trails, and environmentally sensitive natural features providing visual relief, landscape buffers, and fish and wildlife habitat.	<p>Policy ID: AB.01</p> <p>Require open space set - asides (such as parks) for new development.</p>	Draft policy for open space set asides in UGA and urban holding land for climate and habitat protection & for health and well being of	GHG Reduction	Ecosystems	<p>Air Pollution</p> <p>Water Pollution</p>

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED								
		people in new developments											
Policy 5 -3. Parks and open space should be provided in the Yacolt UGA in accordance with the following standards: <table><tr><td>Park Type</td><td>Acres/1,000 Population</td></tr><tr><td>Neighborhood Park</td><td>1</td></tr><tr><td>Community Park</td><td>3</td></tr><tr><td>Urban Open Space</td><td>1</td></tr></table>	Park Type	Acres/1,000 Population	Neighborhood Park	1	Community Park	3	Urban Open Space	1	Policy ID: T.09 – High Priority Ensure that all community members have equitable access to green space within a half -mile.	Draft policy to encourage open space with ½ mile of new development for pollution and health	Resilience	Health & Well -being	Air Pollution Water Pollution
Park Type	Acres/1,000 Population												
Neighborhood Park	1												
Community Park	3												
Urban Open Space	1												
Policy 5 -4. Designate and protect the following environmentally sensitive areas or critical areas and ecosystems: wetlands; areas with critical recharging effect on aquifers used for potable water; fish and wildlife conservation areas; frequently flooded a reas; and geologically hazardous areas. The best available science will be used to protect the functions and values of critical areas.	Policy ID: L.06 – High Priority Increase aquatic habitat resilience to low summer flows by increasing water residence time, storing water on the landscape, conserving water, protecting groundwater, keeping waters cool, and protecting water quality.	Strengthen policy to reflect climate resilience need	Resilience	Ecosystems	Drought Extreme Heat Extreme Precipitation Flooding Reduced Snowpack								
Goal 8 Provide a full range of community facilities, utilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is	Policy ID: I.19 – High Priority Facilitate the siting of complimentary destinations such as commercial -employment centers, schools or	Strengthen policy to specify placing facilities in complimentary places for GHG reduction	GHG Reduction	Transportation (roads, bridges, multimodal)	Air Pollution Water Pollution								

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
available for occupancy without decreasing current service levels below locally established minimum standards.	education centers, and residential developments.				
Policy 8-1 Develop and implement a comprehensive program for the location and construction of community facilities and utilities.	Policy ID: A.12 Consider future climate conditions during siting and design of capital facilities, including changes to temperature, rainfall, and sea level, to help ensure they function as intended over their planned life cycle.	Strengthen by adding language reflecting climate resiliency planning in future siting	Resilience	Zoning & Development	Extreme Heat Extreme Precipitation Flooding Landslide Reduced Snowpack Sea Level Rise Wildfire
Policy 8-2 Provide for the review of building plans, inspection of building construction, and regular fire prevention inspection of existing commercial buildings and other structures used by the public.	Policy ID: P.06 – High Priority Develop or modify design standards to integrate exterior building features that reduce the impacts of climate change and increase resilience.	Draft policy specifying review and inspection details and timing and how this contributes to climate resiliency	Resilience	Buildings & Energy	Drought Extreme Heat Extreme Precipitation Flooding
Policy 8.3 Ensure that any development proposed for the community is contingent upon the availability of public facilities and services necessary to support the development, and that these facilities and services are available concurrent	Policy ID: I.22 – High Priority Address active transportation and other multimodal types of transportation options in concurrency programs –	Draft policy encouraging multi-modal transportation planning upon development for health and climate resiliency	GHG Reduction	Transportation (roads, bridges, multimodal)	Air Pollution Water Pollution

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
with the occupancy or use of the development.	both in assessment and mitigation.				
Policy 8-4 Coordinate with the county to ensure that public facilities and services are provided in a manner that is consistent with adopted comprehensive plans	Policy ID: A.07 Address rising sea water by siting and planning for relocation of hazardous industries and essential public services away from the 500 -year floodplain.	Add policy to specify climate resiliency planning for services and facilities siting to sustain them over the course of their usable life	Resilience	Zoning & Development	Flooding Sea Level Rise
Policy 8-5 Establish a process to re-evaluate the land use element of the comprehensive plan upon determining that adequate financial resources do not exist to provide necessary public facilities and services to implement the plan.	Policy ID: K.01 – High Priority Increase or remove density limits in areas well-served by transit and other services within the urban growth area.	Add policy stating if funding for new development does not exist then strengthen areas where development already exist.	GHG Reduction	Zoning & Development	NA
Policy 8-6 Consider the establishment of impact fees and system development charges as a method of financing public facilities required to support new development.	Policy ID: C.04 – High Priority Adjust single-family home impact fees and system development charges so those homes with larger impacts on utilities pay more.	Draft policy requiring impact fees to support new climate resilient development	GHG Reduction	Zoning & Development	NA
Policy 8-7 Continue to update the six-year capital facility program that is contained within this element of the comprehensive plan.	Policy ID: A.13 – High Priority	Strengthen policy adding language to plan for or continuously re-	Resilience	Zoning & Development	Drought Extreme Heat Extreme Precipitation

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
	Identify and plan for climate impacts to valued community assets such as parks and recreation facilities, including relocation or replacement.	evaluate for climate impacts when updating capital facilities plan			Flooding Landslide Reduced Snowpack Sea Level Rise Wildfire
Policy 8-8 Include in the six -year capital facility program capital projects exceeding \$10,000 that are generally identified in the comprehensive plan. Capital improvements costing less than \$10,000 and certain costly administrative activities may be considered for inclusion in the program	Goal ID: A Ensure that development and redevelopment projects are resilient to the impacts of climate change.	Add policy prioritizing climate resiliency when considering capital improvement	Resilience	Zoning & Development	NA
Policy 8-9 Ensure that projects presented in the capital facilities program are consistent with the adopted comprehensive plan, as required by RCW 36.70A.120.	Goal ID: A Ensure that development and redevelopment projects are resilient to the impacts of climate change.	Add policy indicating need for climate resiliency for presented projects	Resilience	Zoning & Development	NA
Policy 8-10 Utilize the following criteria as a guide in evaluating and ranking proposed capital facility projects: <ul style="list-style-type: none"> Public health and safety protection. Private property protection. Environmental protection and natural resource conservation. 	Policy ID: T.02 Link climate adaptation strategies with social equity and public health strategies.	Specify how policy will include climate resiliency, social equity or public health into ranking	Resilience	Health & Well-being	Avalanche Drought Extreme Heat Extreme Precipitation Flooding Landslide Reduced Snowpack

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
<ul style="list-style-type: none"> Statutory or other legal requirements. Level of Service compliance. Facility deficiency correction. Obsolete facility replacement. Community growth and development support. Operating cost reduction. Financial feasibility. Outside funding availability. 					Sea Level Rise Wildfire
Policy 8-11 Establish and annually review design and/or level of service standards for certain public facilities and services including street and stormwater control, traffic circulation and water distribution — particularly fire flow.	Policy ID: S.05 Analyze how the municipal water system maintains adequate pressure during a major wildfire event (e.g., multiple structures burning) and how it will look under current and projected drought conditions.	Draft policy to call out fire flow and measures to manage water resources	Resilience	Emergency Management	Drought Wildfire
Policy 8-12 General obligation debt on public facility improvements shall not exceed 2.5 percent of the assessed value of the taxable properties within the town limits.	Policy ID: AA.04 Engage overburdened communities in participatory budgeting efforts to support equitable distribution of funding that helps reduce local emissions and build resilience.	Draft policy protecting overburdened communities from inequitable financial obligations to build resiliency	Resilience	Cultural Resources & Practices	NA

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
Policy 8-13 Seek funding support for capital facility projects by engaging staff in monitoring viable state and federal programs, and developing applications for financial assistance. Technical assistance shall be sought from Clark County, Clark Public Utilities, and other public agencies in developing plans, strategies and applications for outside funding assistance.	Policy ID: AA.04 Engage overburdened communities in participatory budgeting efforts to support equitable distribution of funding that helps reduce local emissions and build resilience.	Draft policy for consideration and mitigation of impacts of funding on overburdened communities	Resilience	Cultural Resources & Practices	NA
Policy 8-14 Continue to address proposals by Battle Ground School District for Yacolt to assess new developments in the community with additional school impact fees, and carefully evaluate the necessity of additional fees.	Policy ID: C.04 – High Priority Adjust single -family home impact fees and system development charges so those homes with larger impacts on utilities pay more.	Adjust fees equitably for wealth equity and climate resiliency	GHG Reduction	Zoning & Development	NA
Policy 8-15 Seek funding assistance to advance elements of Yacolt's wastewater management program, including the design and construction of a public sanitary sewer system.	Policy ID: Y.04 – High Priority Manage water resources sustainably in the face of climate change through smart irrigation, stormwater management, preventative maintenance, water conservation and wastewater reuse, plant	Draft policy supporting sustainability of water resources in design, construction and over useful life of system	Resilience	Water Resources	Drought Extreme Heat Reduced Snowpack

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
	selection, and landscape management.				
Goal 9 Provide for an orderly transition of governmental jurisdiction to unincorporated lands proposed for annexation within the Yacolt UGA; consider the extension of urban services in an orderly and cost effective manner; and improve the fiscal stability of the town.	Policy ID: K.08 Maintain a stable urban growth area to reduce development pressure on rural and resource lands.	Draft policy specifying need for efficient growth to reduce impacts on environment	GHG Reduction	Zoning & Development	Air Pollution Water Pollution
Policy 9 - 1 Develop a plan for annexation, which includes a method for identifying candidate areas, and a proposed sequence for annexation of these areas. Lands outside the UGA area shall not be considered for annexation.	Policy ID: J.01 Preserve land outside of the unincorporated UGA for long -term agricultural use, recreation, open spaces, forestry, mineral resources, and other uses consistent with rural character.	Draft policy identifying climate resiliency benefits of developing within UGA	GHG Reduction	Agriculture & Food Systems	Flooding
Policy 9 - 2 Annexation petitions will be accompanied by a plan for the transition and/or provision of urban services.	Policy ID: A.07 Address rising sea water by siting and planning for relocation of hazardous industries and essential public services away from the 500 -year floodplain.	Draft policy considering climate change when providing urban services	Resilience	Zoning & Development	Flooding Sea Level Rise
Policy 9 - 3 Annexation petitions that include significant developed commercial and/or industrial land should include a mutual funding	Policy ID: AA.04 Community -based organizations could be	Draft policy encouraging participatory budgeting efforts	Resilience	Cultural Resources & Practices	NA

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
arrangement to mitigate a negative economic impact on the county.	funded by a city or county in order to evaluate local budgets or augment recommendations on climate change mitigation, resilience, and environmental justice needs.	to build equitable resilience to climate change			
Policy 9 -4 The town shall provide all landowners in candidate areas, or parties of interest, information which will assist them in making an informed decision on the annexation petition.	Policy ID: K.08 Maintain a stable urban growth area to reduce development pressure on rural and resource lands.	Strengthen policy to include educational climate change resources with other information distributed	GHG Reduction	Zoning & Development	Air Pollution Water Pollution
TRANSPORTATION					
Goal 4 Provide a transportation system that meets the internal circulation needs of Yacolt, while being consistent with the regional transportation network.	Policy ID: AI.03 – High Priority Improve transit speed, frequency, coverage, and reliability.	Draft policies detailing transportation system components and relation to climate resiliency and health and wellbeing	GHG Reduction	Transportation (roads, bridges, multimodal)	Air Pollution Water Pollution
Policy 4 - 1 Coordinate land development with the transportation system to reduce existing	Policy ID: I.22 – High Priority	Strengthen policy to note GHG and pollution reduction	GHG Reduction	Transportation (roads, bridges, multimodal)	Air Pollution Water Pollution

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
deficiencies and prevent future deficiencies.	Address active transportation and other multimodal types of transportation options in concurrency programs – both in assessment and mitigation.				
Policy 4 -2 Continue to reconstruct and repair streets, storm water control facilities, and sidewalks, and improve street lighting.	Policy ID: W.02 Improve street connectivity and walkability, including sidewalks and street crossings, to serve as potential evacuation routes.	Strengthen policy or add policy to designate transportation infrastructure as evacuation routes	Resilience	Transportation (roads, bridges, multimodal)	Flooding Landslide Wildfire
Policy 4 -3 Improve and maintain the town's road network and ensure that changes are consistent with the regional road network by coordinating with the county and the state.	Policy ID: W.02 Improve street connectivity and walkability, including sidewalks and street crossings, to serve as potential evacuation routes.	Strengthen policy to reflect consistency with county, state, and WA Dept. of Commerce	Resilience	Transportation (roads, bridges, multimodal)	Flooding Landslide Wildfire
Policy 4 -4 Endeavor to establish a regional transportation system by cooperating and working with Clark County, the Metropolitan Planning Organization, Regional Transportation Planning Council, Washington State DOT, bi-state committees,	Policy ID: AI.03 – High Priority Improve transit speed, frequency, coverage, and reliability.	Break this policy up and draft new policy specific to climate resiliency	GHG Reduction	Transportation (roads, bridges, multimodal)	Air Pollution Water Pollution

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
municipalities and CTran. The regional transportation system shall function in a manner that promotes energy and financial efficiencies, and environmental protection.					
Policy 4 -5 - Regional transportation facilities shall be consistent with countywide and bi -state air, land and water resource goals and policies.	Policy ID: H.01 – High Priority Prioritize and promote public transit expansion and use through coordination of land use and transportation planning.	Strengthen policy to reflect climate resiliency	GHG Reduction	Transportation (roads, bridges, multimodal)	Air Pollution Water Pollution
Policy 4 -6 - Optimize the use of and maintain existing roads to minimize the construction costs and negative impacts on the environment and community associated with roadway facility expansion.	Goal ID: AI Improve the efficiency of transportation system to reduce greenhouse gas emissions.	Strengthen policy to focus on prioritizing and elevating use of existing roadway to reduce GHG and pollution	GHG Reduction	Transportation (roads, bridges, multimodal)	Air Pollution
policy 4 -7 - Maintain roadway design and level of service standards, and functional classification schemes that are generally consistent with county standards.	Goal ID: W Ensure that the local transportation system — including infrastructure, routes, and travel modes — is able to withstand and recover quickly from the impacts of extreme weather events and other	Incorporate climate hazards into level of service definition	Resilience	Transportation (roads, bridges, multimodal)	Extreme Precipitation Flooding Landslide Sea Level Rise Wildfire

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
	hazards exacerbated by climate change.				
ECONOMIC DEVELOPMENT					
Goal 3 Provide land use opportunities that encourage the diversification of the economic base of Yacolt; promote economic opportunity for all residents, including unemployed and disadvantaged persons.	Policy ID: R.04 – High Priority Facilitate a green jobs pipeline for front line communities.	Draft policy for green jobs pipeline for economic opportunity and climate resiliency	Resilience	Economic Development	Air Pollution Water Pollution
Policy 3-1 - Provide for orderly long-term commercial and industrial growth and an adequate supply of land suitable for compatible commercial and industrial development, recognizing development limitation until a public sewer system is available.	Goal ID: V– High Priority Establish land use patterns that increase the resilience of the built environment, ecosystems, and communities to climate change.	Strengthen policy introducing language about increasing resiliency through land use patterns	Resilience	Zoning & Development	Drought Extreme Heat Extreme Precipitation Flooding Landslide Reduced Snowpack Sea Level Rise Wild fire
Policy 3-2 - Encourage the location of new businesses that are acceptable to the community within the UGA in order to provide greater local employment opportunities and broaden the economic base of Yacolt. Encourage the location and retention of employers who will increase the standard of living in the	Policy ID: J.01 Preserve land outside of the unincorporated UGA for long-term agricultural use, recreation, open spaces, forestry, mineral resources, and other uses consistent with rural character.	Strengthen policy to reflect climate benefits of developing within UGA	GHG Reduction	Agriculture & Food Systems	Flooding

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
community.					
Policy 3 -3 - Establish specific economic indicators that will measure the community's overall economic viability.	Policy ID: R.02 Support local businesses' efforts to bolster climate preparedness and continuity of operations.	Include climate hazard resiliency as an economic indicator of viability	Resilience	Economic Development	NA
Policy 3 -4 - Support and promote local education programs as a means of improving the quality of high school graduates and the skills of the labor force.	Priority ID: AA.05 Provide emissions - reduction educational workshops, activities, and engagement opportunities, especially those that prioritize equity and underrepresented communities.	Draft policy promoting educational programs prioritizing climate resiliency and GHG reduction	GHG Reduction	Cultural Resources & Practices	Air Pollution
Policy 3 -5 - Commercially designated land should not be developed for less intensive (residential) uses.	Goal ID: V– High Priority Establish land use patterns that increase the resilience of the built environment, ecosystems, and communities to climate change.	Draft policy specifying the impact of land use patterns on climate and ecosystems	Resilience	Zoning & Development	Drought Extreme Heat Extreme Precipitation Flooding Landslide Reduced Snowpack Sea Level Rise Wildfire
Policy 3 -6 - To promote one -stop shopping and reduce traffic impacts on the road, commercial	Policy ID: I.19 – High Priority	Draft policy promoting complimentary	GHG Reduction	Transportation (roads,	Air Pollution Water Pollution

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
development should be centralized rather than spread along an arterial road.	Facilitate the siting of complimentary destinations such as commercial -employment centers, schools or education centers, and residential developments.	destinations for GHG reduction		bridges, multimodal)	
Policy 3 -7 - Commercial development should have direct access to adjacent roads through a limited number of driveways. Internal circulation should be coordinated with other uses in the commercial center.	Policy ID: I.04 – High Priority Increase multimodal capacity in coordination with the location of higher -density housing and commercial centers.	Draft policy promoting multi - modal transportation in design of commercial developments	GHG Reduction	Transportation (roads, bridges, multimodal)	Air Pollution Water Pollution
Policy 3 -8 - Drive-up or drive -in facilities should be encouraged only as an integral part of a commercial center.	Goal ID: Z Reduce GHG emissions in rural areas of the county.	Draft policy discouraging drive thrus for GHG reduction and/or encouraging carbon sequest ration landscaping near drive thr us	GHG Reduction	Agriculture & Food Systems	Air Pollution
Policy 3 -9 - Industrial development site plans should protect and complement environmentally sensitive features (e.g., stream corridors, wetlands, and forested slopes). These natural features may	Policy ID: A.10 Review required buffers and setbacks for steep slopes and shorelines vulnerable to erosion	Strengthen policy by specifying how features will be protected, whether	Resilience	Zoning & Development	Extreme Precipitation Flooding Landslide Sea Level Rise

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
serve as buffers between industrial sites and nearby land uses. Industrial sites should be visually pleasing as viewed from adjoining uses and public roads. Pedestrian and bike paths should link the community to industrial sites whenever practical.	exacerbated by climate change, and establish new minimums, if necessary, so that improvements are not required to protect structures during their expected life.	through buffers, setbacks, etc.			
Policy 3 - 10 - All activities within an industrial development should be housed within an enclosed structure to mitigate adverse impacts from manufacturing activities such as noise, glare, odor, and vibration on the outside. Building setbacks on industrial sites should be generous.	Goal ID: A Ensure that development and redevelopment projects are resilient to the impacts of climate change.	Draft policy establishing development regulations to improve climate resilience and community health and wellbeing	Resilience	Zoning & Development	NA
HISTORIC, ARCHEOLOGICAL, CULTURAL, SCIENTIFIC, AND EDUCATIONAL RESOURCES					
Goal 6. Development within the Yacolt UGA shall proceed in a manner consistent with the preservation of lands, sites and structures that have historical or archaeological significance.	Goal ID: Q Ensure that cultural resources and practices — including significant historic sites and culturally important traditional foods and natural resources — are resilient to the impacts of extreme weather and other natural hazards worsened by climate change.	Strengthen policy to reflect climate resiliency	Resilience	Cultural Resources & Practices	Drought Extreme Heat Extreme Precipitation Flooding Landslide Sea Level Rise Wildfire

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
Policy 6 - 1. Identify federal, state and local historical and archaeological lands, sites and structures of significance within the Yacolt UGA.	Policy ID: Q.04 Protect significant historic sites prone to floods or other hazards worsened by climate change.	Draft policy protecting historic sites from climate hazards	Resilience	Cultural Resources & Practices	Extreme Precipitation Flooding Landslide Sea Level Rise Wildfire
Policy 6 - 2. Encourage owners of historic sites and structures to preserve and maintain them in good condition. Consistent with their historic character. Develop financial and other incentive programs to encourage owners of historic properties to maintain their properties	Policy ID: Q.04 Protect significant historic sites prone to floods or other hazards worsened by climate change.	Draft policy specifying historic sites to be preserved from climate hazards	Resilience	Cultural Resources & Practices	Extreme Precipitation Flooding Landslide Sea Level Rise Wildfire
Policy 6 - 3. If during construction articles are encountered that may be of cultural significance, the project manager will halt construction immediately notify the Washington State Office of Archaeology & Historic Preservation, and provide an opportunity the articles of interest to be examined by knowledgeable agents with OAHP.	Policy ID: Q.03 Establish and maintain government -to - government relations with Native American tribes for the preservation of archaeological sites and traditional cultural properties that are vulnerable to climate impacts.	Strengthen policy language to include Native American tribes.	Resilience	Cultural Resources & Practices	Extreme Precipitation Flooding Landslide Sea Level Rise Wildfire
Policy 6 - 4. Encourage and facilitate historic preservation public education efforts.	Goal ID: Q Ensure that cultural resources and practices — including significant	Draft policy identifying need to preserve historic	Resilience	Cultural Resources & Practices	Drought Extreme Heat Extreme Precipitation

EXISTING COMP PLAN POLICY	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT TYPE	APPLICABLE CLIMATE GOAL OR POLICY	HAZARD ADDRESSED
	historic sites and culturally important traditional foods and natural resources — are resilient to the impacts of extreme weather and other natural hazards worsened by climate change.	sites from climate change			Flooding Landslide Sea Level Rise Wildfire

2024 HAZARD MITIGATION PLAN – YACOLT-SPECIFIC STRATEGIES

HAZARD MITIGATION PLAN	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT	APPLICABLE CLIMATE GOAL OR CATEGORY	HAZARD ADDRESSED
MITIGATION STRATEGY					
1902 Yacolt Burn – Fire planning as outlined above	<p>Policy ID: M.02 – High Priority</p> <p>Develop a comprehensive, communitywide wildfire resilience strategy to improve emergency response capabilities, create fire-resilient landscapes, promote fire-adapted communities, protect the economy, and foster short- and long-term recovery.</p>	Draft policy for creation of fire-resilient landscapes and wildfire resilience	Resilience	Emergency Management	Extreme Heat Landslide Wildfire

HAZARD MITIGATION PLAN	RELATED COMMERCE GUIDANCE CLIMATE MEASURE	EDITS NEEDED	CLIMATE SUB-ELEMENT	APPLICABLE CLIMATE GOAL OR CATEGORY	HAZARD ADDRESSED
The Lewis and Clark Railway passes between Battleground and Yacolt in an area that is classified as a slope of potential instability.	<p>Policy ID: A. 10</p> <p>Review required buffers and setbacks for steep slopes and shorelines vulnerable to erosion exacerbated by climate change, and establish new minimums, if necessary, so that improvements are not required to protect structures during their expected life.</p>	Draft policy to address erosion vulnerability	Resilience	Zoning & Development	<p>Extreme Precipitation</p> <p>Flooding</p> <p>Landslide</p> <p>Sea Level Rise</p>



Town of Yacolt Request for Council Action

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

Name: Mayor Shealy

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayor@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Resolution #641: Agreement for 2026 Engineering Services

Proposed Meeting Date: December 8, 2025

Action Requested of Council: Review proposed contract for Jackson Civil Engineering (JCE) for consideration of Jackson as our Town Engineer for calendar year 2026. Adopt Resolution #641 which approves the proposed contract and authorizes the Mayor to execute the contract with Jackson Civil Engineering on behalf of the Town.

Proposed Motion: "I move that we adopt Resolution #641, approving the proposed contract with Jackson Civil Engineering and authorizing the Mayor to execute that contract with Jackson Civil Engineering (JCE), for JCE to act as our Town Engineer for the 2026 calendar year."

Summary/ Background: Jackson Civil Engineering has contracted as our Town Engineering firm since 2017. When the Town posted a Request for Qualifications for any interested parties to submit a statement of their qualifications, Jackson was the only company who submitted a statement of qualifications. The proposed Agreement is attached to Res.641 as Exhibit A. The Agreement reflects an increase in hourly rates and the term of the Agreement runs from January 1, 2026 through December 31, 2026.

Staff Contact(s): Mayor Shealy or Clerk Stephanie Fields

mayor@townofyacolt.com or clerk@townofyacolt.com
(360) 686-3922

DRAFT Resolution #641

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT,
WASHINGTON, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES
FOR CALENDAR YEAR 2026 WITH JACKSON CIVIL ENGINEERING, LLC,
AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.**

Whereas, the Town of Yacolt, (hereafter “*Town*” or “*Yacolt*”), desires to retain the services of an engineer to provide professional engineering services as needed by the Town for calendar year 2026;

Whereas, the Town advertised a Request for Qualifications, (hereafter “*RFQ*”), pursuant to RCW 39.80 to identify an engineer that best meets the Town’s forecasted engineering needs by publishing such RFQ in The Reflector on October 1, 2025;

Whereas, the Town received one response to the RFQ from Jackson Civil Engineering, LLC, which was reviewed by the Mayor, Town Clerk and Public Works Director;

Whereas, the Town has negotiated an Agreement for Engineering Services with Jackson Civil Engineering, LLC, and that Agreement has been reviewed and approved by the Town Attorney;

Whereas, the Town’s Mayor, Town Clerk and Public Works Director determined that Jackson Civil Engineering, LLC, is qualified and able to perform the duties of Town Engineer for the Town of Yacolt, and have recommended that the firm of Jackson Civil Engineering, LLC, be selected by the Town Council to serve as the Town Engineer during calendar year 2026; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 8th day of December, 2025, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

Section 1: That the Agreement for Engineering Services, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is hereby authorized to execute the Agreement for Engineering Services for and on behalf of the Town of Yacolt.

Section 2: 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 8th day of December, 2025.

TOWN OF YACOLT

Ian Shealy, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #641 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES FOR CALENDAR YEAR 2026 WITH JACKSON CIVIL ENGINEERING, LLC, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT", as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Stephanie Fields, Town Clerk

Published: _____

Effective Date: December 8, 2025

Resolution Number: 641

Exhibit A To Yacolt Resolution #641

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is by and between the Town of Yacolt, a municipal corporation located in the County of Clark, State of Washington, (hereinafter referred to as “Town”), and Jackson Civil Engineering, LLC, with an office located at 1415 Grand BLVD, Vancouver, WA 98661, (hereinafter referred to as “Engineer”).

The parties recite and declare that:

1. The Town is in need of an engineer to perform and render engineering services to the Town.
2. The Engineer employs persons who, through education and experience, possess the requisite skills to provide competent engineering services for the Town.
3. The Town is, therefore, desirous of engaging the services of the Engineer.
4. The Town performed a recruiting process, as required under Ch. 39.80 RCW, and found Engineer best met the qualifications required by the Town for the Town’s forecasted engineering needs.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the Engineer and Town agree as follows:

Section One - Purpose of Employment

Town hereby retains Engineer as Town Engineer to perform and render engineering services to the Town as its general Town Engineer. Engineer is an independent contractor and not a Town employee.

Section Two - Acceptance and Duration of Employment

The Town does hereby retain and appoint the Engineer as its Town Engineer for and during a period commencing immediately, and continuing thereafter through December 31, 2026, unless and until terminated pursuant to Section Seven, below, for the performance of engineering services set forth in Section Four, below. Town reserves the right to contract with other engineers for project-specific engineering as required by Washington public contracting requirements, Federal public contracting requirements, or as the Town deems appropriate.

Section Three - Place of Work

It is understood that the Engineer’s services will be rendered largely at the Engineer’s office in Vancouver, but that the Engineer will, on request and as work requires, come to the Yacolt Town Hall or such other places as designated by the Town, to work on Town projects and meet with Town representatives.

Section Four - Nature of Duties

As Town Engineer, Engineer shall perform as requested by the Town: engineering services, manage and oversee construction contracts, prepare engineering and project estimates, prepare documents necessary and proper in connection with the business of the Town; and, in general, to render such engineering services of every kind and nature as the Town shall require or deem proper in its business.



Section Five - Compensation

The Town agrees to pay the Engineer:

- A. \$280.00 per hour for all services rendered by Devin Jackson - Principal, in increments of ¼ hour.
- B. \$230.00 per hour for all services rendered by Paul Dennis - Senior Planner, in increments of ¼ hour.
- C. \$162.00 per hour for all services rendered by position Renee Summers - Civil Engineer, in increments of ¼ hour.
- D. \$125.00 per hour for all services rendered by position Hunter Rodgers – Engineering Technician, in increments of ¼ hour.
- E. \$125.00 per hour for all services rendered by position Alison Baker – Planner, in increments of ¼ hour.
- F. \$120.00 per hour for all services rendered by position Lauren Voorhies - Project Administrator, in increments of ¼ hour.
- G. \$240 per hour for all services rendered by a 2-person Field Crew, in increments of ¼ hour.
- H. Invoice amount plus 15% for all subcontractors rendering services on behalf of Engineer.
- I. If Engineer hires additional employees, the rate of compensation for services rendered by those employees shall be determined by mutual written agreement between the Town and Engineer prior to the performance of work.
- J. In addition to the compensation set forth above, the Town shall reimburse the Engineer for all reasonable and necessary expenses which may be paid or incurred by him/her on behalf of the Town, subject to Town review and audit of receipts in support thereof.
- K. Engineer reserves the right to adjust rates annually as necessary to accommodate annual cost increases. Increases shall be limited to 10% unless otherwise agreed upon by both parties. Any adjustment of hourly rates by Engineer will occur on the first of each year.

Section Six - Other Employment

The Engineer shall devote all time reasonably necessary to the business of the Town but shall not by this retainer be prevented or barred from taking other employment of a similar or other character by reason of the employment herein specified.

Section Seven - Termination

This Agreement may be terminated by either party at any time on thirty (30) days' prior written notice to the other party.

Section Eight - Modification

No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

Section Nine - Indemnification / Insurance

Engineer shall defend, indemnify, and hold the Town, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees arising out of or resulting from the acts, errors, or omissions of the Engineer in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the



concurrent negligence of the Engineer and the Town, its officers, officials, employees, and volunteers, the Engineer's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Engineer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Engineer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

Engineer shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Engineer, its agents, representatives, or employees.

B. No Limitation

Engineer's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Engineer to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Engineer shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Town shall be named as an additional insured under the Engineer's Commercial General Liability insurance policy with respect to the work performed for the Town using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Engineer's profession.

D. Minimum Amounts of Insurance

Engineer shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision

Engineer's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance in respect to respect the Town. Any insurance, self-insurance, or self-insured pool coverage maintained by the Town shall be in excess of the Engineer's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Engineer shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement,



evidencing the insurance requirements of the Engineer before commencement of the work.

- H. **Notice of Cancellation**
Engineer shall provide the Town with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
- I. **Failure to Maintain Insurance**
Upon discovery of failure on the part of the Engineer to maintain the insurance as required, the Town may, after giving ten (10) business days' notice to the Engineer to correct the breach, immediately terminate the contract.
- J. **Town Full Availability of Engineer's Limits**
If the Engineer maintains higher insurance limits than the minimums shown above, the Town shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Engineer, irrespective of whether such limits maintained by the Engineer are greater than those required by this contract or whether any certificate of insurance furnished to the Town evidences limits of liability lower than those maintained by the Engineer.

Section Ten - Notice

Notice required under this Agreement shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses, or such other address as may hereafter be specified by either party in writing:

Town of Yacolt
202 W. Cushman St.
Yacolt, WA 98675

Jackson Civil Engineering
1415 Grand BLVD
Vancouver, WA 98661

Section Eleven - Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section Twelve - Access to Records Clause

The Town and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the contract for the purposes of making audit, examination, excerpts, and transcriptions.

Engineer agrees to maintain such records and follow such procedures as the Town may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by Engineer for a period of three (3) years, unless a longer period is required to resolve audit findings or litigation. In such cases, Town shall request a longer period of record retention.

Section Thirteen - Section 109 of the Housing and Community Development Act of 1974, as amended

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section Fourteen - Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

Section Fifteen - Age Discrimination Act of 1975, as amended



No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance [42 U.S.C. 610 *et. seq.*]

Section Sixteen - Section 504 of the Rehabilitation Act of 1973, as amended

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds [29 U.S.C. 794].

Section Seventeen - Complete Agreement

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the Town or the Engineer other than contained herein.

Section Eighteen - Confidentiality

The Engineer may, from time to time, receive information which is deemed by the Town to be confidential. The Engineer shall not disclose such information without the prior express written consent of the Town or upon order of a court of competent jurisdiction.

Section Nineteen - Applicable Laws and Standards

The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. The Engineer warrants that its design, construction documents, and services shall conform to all applicable federal, state, and local statutes and regulations.

Section Twenty - Binding Effect and Assignment:

This Agreement shall be binding upon and shall inure to the benefit of the Town and its successors and assigns. Neither this Agreement nor any rights hereunder may be assigned by the Engineer without the written consent of the Town.

Section Twenty-One - Saving Clause:

If any provision of this Agreement, or the application of such provision to any person or under any circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section Twenty-Two - No Waiver:

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section Twenty-Three - Costs and Attorney's Fees:

In the event of any claim or dispute arising out of this Agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all legal fees and other costs and expenses incurred in connection with such claim or dispute.

Section Twenty-Four – Miscellaneous terms:

The law of the State of Washington shall apply in interpreting this Agreement. The venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Clark County.

IN WITNESS WHEREOF, the parties have executed this Agreement at Yacolt, Washington, this _____ day of _____, 2025.

TOWN OF YACOLT:

ENGINEER:

Ian Shealy, Mayor
Town of Yacolt

Page 5 of 6



Devin Jackson, P.E.
Principal

ATTEST:

Approved as to Form:

Stephanie Fields
Town Clerk

David Ridenour
Town Attorney



Town of Yacolt Request for Council Action

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

Name: Stephanie Fields, Town Clerk
Brian K. Gerst, Town Attorney

Group Name: Staff

Address: 202 W. Cushman St.
P.O. Box 160
Yacolt, WA 98675

Phone: Town Clerk (360) 686-3922
Brian Gerst (360) 694-6919

Email Address: clerk@townofyacolt.com
brian@gerstlaw.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Interlocal Agreement for Grounds Equipment and Maintenance (GEM) Services.

Proposed Meeting Date: December 8, 2025.

Action Requested of Council: Consider whether Yacolt should participate in a group of local government agencies for grounds equipment and maintenance services.

Proposed Motion: "I move that Yacolt join the Pacific Northwest Interagency Cooperative for Grounds Equipment and Maintenance Services by having the Mayor sign an extension of the group's Interlocal Agreement through 2031, and to designate the Town's Mayor as the Administrator of the Agreement."

Summary/ Background: In 2011, a group of local government agencies entered into an interlocal agreement to share equipment and labor for the construction and maintenance of roadways and other public facilities. The Agreement is known as the "GEM" Agreement, which is short for "Grounds Equipment and Maintenance Services".

Yacolt apparently first joined this interlocal cooperative in 2005. The term of the 2005 Agreement ended in 2010.

The parties then entered a revised Agreement in 2011 to last through 2015. The Town joined this version of the Agreement as well. (See, Resolution #454, passed in June of 2011.)

The parties then extended the 2011 Agreement for a new term to run between 2016 through 2020, but Yacolt apparently never approved or signed this extension. It appears that this lapse in participation may have been through inadvertence.

Yacolt re-joined the Agreement on or about September 11, 2023 and extended the term through December 31, 2025.

The parties are now extending the Agreement, for an additional term starting in 2026 and ending on December 31, 2031. The Town of Yacolt is being invited to sign this contract extension.

The Town Attorney has reviewed the Agreement and found the form of the Agreement to be satisfactory. The Town Attorney recommends that the extended Agreement be recorded with the Clark County Auditor, if possible, to ensure that the notice provisions of the Interlocal Cooperation Act are satisfied.

Legal authority for this Interlocal Agreement can be found in RCW 47.28.140, RCW 39.34, and other statutes.

Attachments:

GEM Interlocal Agreement, (2026-2031). (8 pages)

Staff Contact(s):

Stephanie Fields, Town Clerk.
Brian K. Gerst, Town Attorney.

DRAFT -- Resolution #642 -- DRAFT

A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR GROUNDS EQUIPMENT AND MAINTENANCE SERVICES, AND APPOINTING THE MAYOR AS THE TOWN'S ADMINISTRATOR UNDER THE AGREEMENT

Whereas, the Town of Yacolt, (hereafter “*Yacolt*” or “*Town*”), is charged with the responsibility of constructing and maintaining the Town’s facilities, streets and roads, and maintaining staff, equipment and materials to perform the necessary work;

Whereas, Yacolt has previously been a party to interlocal agreements in place since 2005 for the sharing of equipment and labor for services, roadway construction, roadway maintenance and facilities support, the most current of which expires on December 31, 2025;

Whereas, this interlocal cooperative effort has commonly been known as the “GEM” agreement, which stands for ‘grounds, equipment and maintenance’;

Whereas, the parties to the agreements and the general public have benefited from the earlier interlocal agreements through greater efficiencies and economies of scale;

Whereas, the parties to the interlocal agreements have proposed to enter into the agreement, entitled the “Pacific Northwest Interagency Cooperative Intergovernmental Agreement for Grounds Equipment and Maintenance (“GEM”) Services, 1/1/2026 - 12/31/2031”, a copy of which is attached hereto as Exhibit A, (hereafter, the “*Interlocal Agreement*”);

Whereas, the Yacolt Town Council has determined that it is in the public interest to authorize the Mayor of Yacolt to execute the proposed Interlocal Agreement; and,

Whereas, the Town Council is in regular session this 8th day of December, 2025, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

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

Section 2 - Appointment of Administrator: The Mayor of the Town of Yacolt is hereby appointed “Administrator” for the Town of Yacolt pursuant to Section 10 of the Agreement, with full powers to act on behalf of the Town under the Interlocal Agreement.

Section 3 - Effective Date: This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law. The Town Clerk may publish the following summary of this Resolution:

Town of Yacolt - Summary of Resolution #642

The Town Council of the Town of Yacolt adopted Resolution #642 at its regularly scheduled Town Council meeting held on December 8, 2025. The content of the Resolution is summarized in its title as follows: A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR GROUNDS EQUIPMENT AND MAINTENANCE SERVICES, AND APPOINTING THE MAYOR AS THE TOWN'S ADMINISTRATOR UNDER THE AGREEMENT

The effective date of the Resolution is December 8, 2025. A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 17th day of December, 2025.
Yacolt Town Clerk.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 8th day of December, 2025.

TOWN OF YACOLT

Proposed

Ian Shealy, Mayor

Attest:

Proposed

Stephanie Fields, Town Clerk

Approved as to Form:

Proposed

David W. Ridenour, Town Attorney

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

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #642 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR GROUNDS EQUIPMENT AND MAINTENANCE SERVICES, AND APPOINTING THE MAYOR AS THE TOWN'S ADMINISTRATOR UNDER THE AGREEMENT" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Proposed

Stephanie Fields, Town Clerk

Published: _____

Effective Date: December 8, 2025

Resolution Number: 642

EXHIBIT “A” to Yacolt Resolution #642

To be posted on CITY of Vancouver website

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement For
Grounds Equipment and Maintenance (“GEM”) Services

1/1/2026 – 12/31/2031

-

This Agreement is between various public agencies for the purpose of sharing equipment and labor for services relating to furnishing each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support pursuant to chapter 39.34 RCW, RCW 47.28.140, and chapter 190.007 ORS.

WHEREAS, the parties to this Agreement are each responsible for constructing and maintaining their facilities/grounds, utilities (sewer, stormwater, power, water, gas, etc.), streets, roads, and highways and maintaining staff, equipment and materials to perform this work; and

WHEREAS, some of the parties to this Agreement were previous participants in similar interlocal agreements since 2005; and

WHEREAS, the parties and public have benefited from the earlier interlocal agreements by achieving greater efficiencies and economies of scale; and

WHEREAS, these interlocal cooperative efforts have commonly been known as the “GEM” Agreement, which stands for grounds, equipment and maintenance; and

WHEREAS, this successor Agreement is intended to be consistent with chapter 39.34 RCW (the “Interlocal Cooperation Act”) and RCW 47.28.140 (the “Highways and Transportation Improvements Cooperative Agreements Act”), and with the provisions of ORS 190.007 (“Intergovernmental Cooperation”); and

WHEREAS, public agencies have a continuing need for efficiencies and economies of scale.

In consideration of the below terms, the parties agree as follows:

1. PURPOSES

The purpose of this Agreement is to permit the parties to make more efficient use of their resources by enabling them to furnish each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support. This sharing of

resources will be done with the understanding of the parties that the work of the owner of the requested resources takes first priority.

2. PARTIES

The initial parties to this Agreement are City of Vancouver, Clark County, Clark Regional Wastewater District and Clark Regional Transportation Agency. Other governmental agencies, quasi-governmental agencies and public service providers may become parties to this Agreement by executing a signature page pursuant to Section 21.

Other organizations who are neither general purpose governmental jurisdictions nor public service providers may be allowed to participate in similar or identical, but separate, service agreements.

3. TERM OF AGREEMENT

The term of this Agreement is from January 1, 2026, through December 31, 2031. The term may be extended pursuant to Section 4. This Agreement replaces the prior GEM Interlocal Agreement.

4. EXTENSIONS

This Agreement may be extended in five-year increments from the date that this Agreement was initially executed by written agreement of two or more parties. Any extensions shall be executed at least 30 days prior to the expiration of the Agreement. The Administrator for each party is authorized to execute five-year extensions without further authorization from the legislative or governing body of that party. A party desiring to extend the Agreement shall execute a new signature page reflecting the applicable five-year period of that party's continued participation.

5. REQUEST FOR SERVICES

Each request for service shall be in writing and specify the particular service required, the amounts and types of labor, equipment, and materials required, the location of the work, the estimated cost of the work and other information pertinent to the request. Upon receipt of the request, the party which has been requested to provide the service shall indicate its acceptance or rejection of the request, provide an estimated cost of the work by their forces, have it signed by their authorized official, and return one copy to the requesting party. In cases of emergency or unforeseen circumstance necessitating prompt action the request and approval may be done verbally but must be documented in writing within 48 hours of the verbal request.

The party supplying the services or the vehicles, machinery, and equipment shall be designated as the "Provider." The party receiving the services or assuming the use of vehicles, machinery or equipment shall be designated the "User."

6. PAYMENT

The parties agree that the User shall reimburse the Provider, upon request, for its actual direct and related indirect costs including any administrative overhead charges. Administrative charges between

two separate parties may be waived by virtue of a separate written agreement between the parties. Users will pay Provider's invoices in full within 30 days of billing.

Each party agrees that it will be responsible to ensure that the amounts payable for work performed under this Agreement are in accordance with its own procurement guidelines and applicable law.

7. RECORDS RETENTION AND AUDIT

The parties agree to maintain records of all costs incurred under this Agreement pursuant to an accounting system as prescribed and approved by the Washington State Auditor's Office or by the Oregon Secretary of State Audits Division, as applicable. These records shall be kept available for inspection and audit by the party requesting the service for 6 years after payment of the requested service.

8. CARE AND MAINTENANCE OF EQUIPMENT

The parties agree that any time a request is made for the use of equipment, the User shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Provider. The User shall permit the equipment to be used only by properly trained and supervised operators. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. The Provider may require, at its sole discretion, that only Provider's personnel operate certain equipment. In doing so, Provider is an independent contractor and Provider's employees are not employees of the User. The Provider's operator shall perform under the general direction and control of the User but shall retain full control of the manner and means of using the equipment.

9. RIGHT OF ENTRY

The parties have permission to enter all land in which the parties have an interest that is within or adjacent to the right-of-way of a highway, road or street to accomplish all work or services requested as part of this Agreement.

10. ADMINISTRATORS

The legislative body, governing body, or chief administrative official as appropriate for each party shall designate an administrator, who shall have authority to act on behalf of their agency for any action contemplated by this Agreement. The Administrator may designate another person to act in their capacity as Administrator for purposes of this Agreement.

11. DISPUTE CLAUSE, CHOICE OF LAW AND VENUE

If a dispute arises under this Agreement, it shall be resolved as follows:

The Administrator for the Provider and the User shall each appoint a member to a disputes board. These two members of the disputes board shall select a third member not affiliated with either agency. The

dispute resolution hearing shall be informal and unrecorded. Use of this dispute resolution process shall be a prerequisite to the filing of any litigation concerning the dispute.

Venue for any legal action resulting from this Agreement shall be in Clark County, Washington in any court with jurisdiction. The laws of the State of Washington shall apply to this Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION

A. The User will hold harmless, indemnify, and defend the Provider and its elected or appointed officials, agents, and employees from all claims, actions, damages, or expenses arising out of, or in conjunction with, the performance of the work performed by Provider. This obligation shall not include claims, costs, or damages caused by the sole negligence of the Provider or its elected or appointed officials, agents, and employees.

B. *Waiver of Worker's Compensation Immunity.* This hold harmless and indemnification shall include any claim made against a party by an employee of another party or an employee of an agent or subcontractor of a party even if the party is otherwise immune from liability pursuant to the Washington workers' compensation statute, Title 51 RCW or the Oregon workers' compensation statute, Ch 656 ORS.

C. *Concurrent Negligence.* If the claims or damages are caused by or result from the concurrent negligence of the Provider, and its agents or employees, and the User, and its agents or employees, and involves those actions covered by RCW 4.24.115, both the Provider and the User shall be liable only to the proportional extent of their respective negligence.

13. CIVIL RIGHTS ACT

A. *Nondiscrimination -- Title VI of the Civil Rights Act.* All agree to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(d) and (e), et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements the Federal Transit Authority (hereinafter referred to as "FTA") may issue.

B. *Equal Employment Opportunity – Title VII of the Civil Rights Act.* All parties agree to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements the FTA may issue.

14. FRAUD OR FALSE STATEMENTS

By executing this Agreement, each party affirms the truthfulness and accuracy of any statement it has made, it makes, or may make or cause to be made, regarding use of any C-Tran / Federal Transit Agency ("FTA") funded or assisted equipment used pursuant to this Agreement.

Each party also acknowledges the Federal Government may impose penalties on a party pursuant to 18 U.S.C § 1001 and 49 U.S.C § 5307 for a false, fictitious or fraudulent claim, statement, submission or certification under a contract that is financed in whole, or in part, by Federal assistance.

15. FTA APPROVAL AND FEDERAL CHANGES

Each party, when contracting with an FTA regulated agency, shall comply with all applicable FTA regulations, policies, procedures and directives as adopted or amended, including those listed by reference in the Agreement between C-TRAN and the FTA. A party's failure to do so shall constitute a material breach of this Agreement.

16. DRUG AND ALCOHOL TESTING

If involved with the maintenance, repair or operation of C-Tran revenue service vehicles, the party shall participate in a drug and alcohol program that complies with the federal Department of Transportation 49 CFR § 653 and § 654. Employees who perform "safety-sensitive" functions must be included in the substance abuse management program. The FTA has determined that safety-sensitive functions are performed by personnel who:

- 1) operate revenue service vehicles, including when not in revenue service;
- 2) operate non-revenue service vehicles that require drivers to hold commercial driver's licenses (CDLs);
- 3) dispatch or control revenue service vehicles;
- 4) maintain revenue service vehicles or equipment used in revenue service except for contractors to Section 18 transit agencies; and
- 5) provide security and carry a firearm.

The FTA has determined these requirements also apply to employees of a contractor hired by participants to provide transit and/or maintenance services. These categories include supervisors who perform these functions. Supervisors of employees in these categories who do not themselves perform these functions are excluded.

C-Tran may request copies of signatory agency's Drug and Alcohol Policy from their respective Human Resources Departments, which party agencies shall provide within 10 days.

17. ACCESS TO RECORDS

All parties agree to maintain records and reports required under this Agreement for a period of not less than 6 years after the date of termination or expiration, except in the event of litigation or settlement of claims arising from the performance of any part of this Agreement, in which case all records shall be retained until the party, the FTA, or the Comptroller General have disposed of all litigation, appeals or claims related to this Agreement.

18. INCORPORATION OF FTA TERMS AND CONDITIONS

Sections 13-17 include, in part, certain Terms and Conditions required by the United States Department of Transportation (hereinafter referred to as “DOT”) whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT as set forth in the FTA Circular 4220.1F, dated November 1, 2008 are incorporated by reference. All FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The parties shall not perform any act, fail to perform any act, or refuse to comply with any participating agency’s requests, which would cause other participating agencies such as C-Tran to be in violation of the FTA terms and conditions.

19. TERMINATION OF AGREEMENT

Any party may terminate their participation in this Agreement at any time by giving at least 30 days’ written notice to all other parties. Any termination under this Section shall be effective 30 days after notice is provided to all other parties, with the date measured 30 days from the date of notice is received by the last party.

20. INTERLOCAL COOPERATION ACT COMPLIANCE

This Agreement is entered into pursuant to chapter 39.34 and chapter 47.28 RCW and pursuant to 190.007 ORS, Intergovernmental Cooperation. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 3 (Term) and 4 (Extensions). Its method of termination is set forth in Section 19. Its manner of financing and of establishing and maintaining a budget therefor is described in Section 6 (Payment). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

21. DOCUMENT EXECUTION AND POSTING

The parties agree this Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement between and among the parties who have executed this Agreement; provided that each party shall transmit to the attention of the Vancouver City Clerk an original, executed signature page of this Agreement, the template for which is attached to this Agreement as Exhibit A.

The Vancouver City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Vancouver City website pursuant to RCW 39.34.040. Upon execution of an original of this Agreement and posting of a copy of a party’s executed signature page on the City of Vancouver’s website, each counterpart shall constitute an agreement binding on all who have executed this Agreement.

The parties further agree that other entities may also become parties to this Agreement by signing original signature pages that incorporate by reference all the terms of this Agreement. Subsequent parties shall transmit signed signature pages to the attention of the Vancouver City Clerk, who shall cause a copy of the signature pages to be posted on the City of Vancouver website. Upon receipt and posting of such signature pages, this Agreement shall likewise be binding on those subsequent parties.

22. WAIVER

No waiver by any party of any term or condition of this Agreement shall be construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

23. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, that determination shall not affect the validity of any other part of this Agreement.

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2026 – 12/31/2031
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to the terms of the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2026 – 12/31/2031, the terms and conditions of which are incorporated by this reference.

AGENCY NAME: _____

(Authorized Signature) Date

(Printed Name/ Title)

Agency Administrator Name (primary user): _____

Agency Administrator Phone Number/Email: _____

Attested to:

(Authorized Signature) Date

(Printed Name/ Title)

Approved as to Form:

(Authorized Signature) Date

(Printed Name/ Title)

Agency



Town of Yacolt

Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPT. REQUESTING COUNCIL ACTION:

Name: Stephanie Fields, Town Clerk
Brian K. Gerst, Town Attorney

Group Name: Staff

Address: 202 W. Cushman St.
P.O. Box 160
Yacolt, WA 98675

Phone: Town Clerk (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Gravel Pile – One Way Trigger, LLC

Proposed Meeting Date: December 8, 2025.

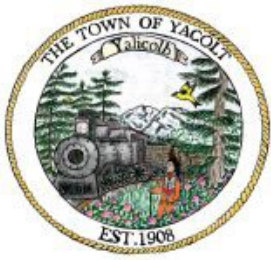
Action Requested of Council: Consider whether Yacolt should give the Mayor the authority to allow Town Attorney to file suit against One Way Trigger, LLC.

Proposed Motion: “I move the Council to authorize the Mayor to work with the Town Attorney and to authorize the commencement of a lawsuit against One Way Trigger, LLC.”

Summary/ Background: One Way Trigger (OWT), a company out of Sacramento, California, made a verbal agreement with Yacolt’s Public Works Director to let OWT store gravel on Town property for a County road construction job. OWT agreed to chip seal a portion of Hubbard Avenue in exchange for the right to store gravel near the Recreation Park for a few months only. OWT was not able to use the gravel in a timely manner because their job was delayed and then cancelled. The gravel was rejected by the County because it didn’t meet project specifications. OWT tried to remedy that situation but was unsuccessful and the gravel remains on Town property.

Attachments: None

Staff Contact(s): Mayor Ian Shealy, Mayor.
Stephanie Fields, Town Clerk.
Brian K. Gerst, Town Attorney.



Town of Yacolt Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

Address: PO Box 160/202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Ordinance #605 Adoption of 2026 Budget

Proposed Meeting Date: December 8, 2025

Action Requested of Council: Pass Ordinance #605, adopting the 2026 Budget

Proposed Motion: "I move that the Town passes Ordinance #605, whereby adopting the 2026 Budget."

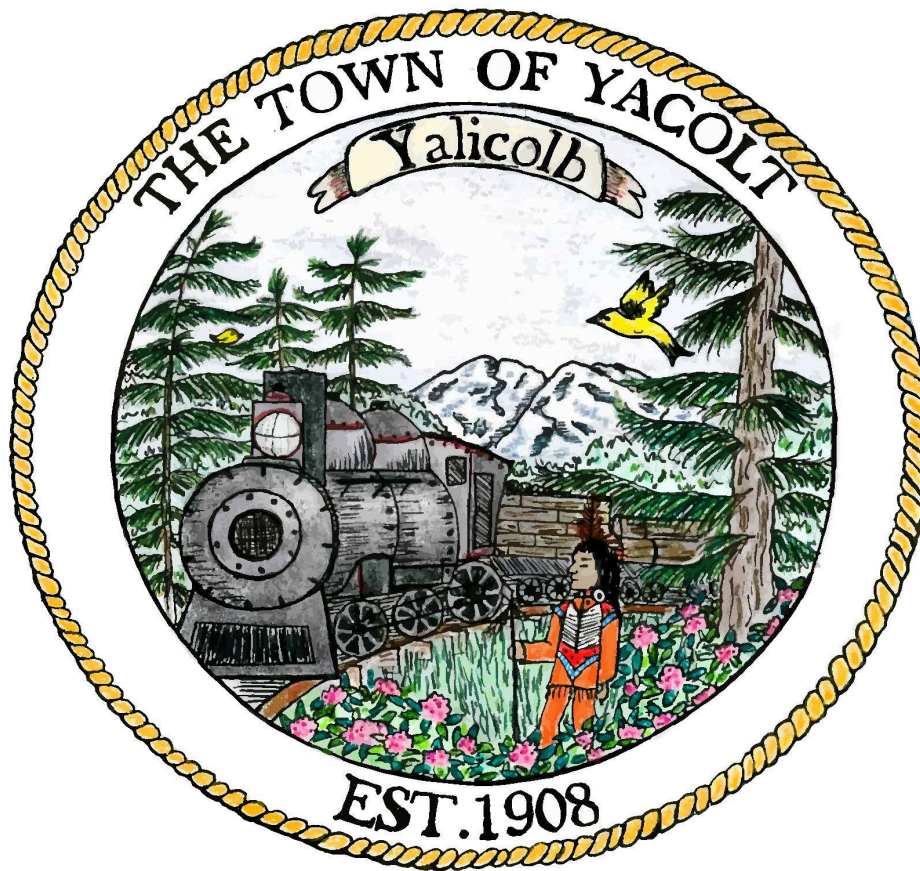
Summary/Background: Mayor Shealy, Town Council, and Staff have been working on a budget for 2026 since August. Several Budget Workshops have been held to review the Town's expenses and revenues in order to establish the proposed budget for 2026. Public Budget Hearings were held on October 20th and November 10th. It is mandatory for the Budget to be adopted by December 31, 2025. Attached is a copy of the Proposed 2026 Budget along with a Message from Mayor Shealy, Ordinance #605, with the 2026 Salary Schedule/Range.

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

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

TOWN OF YACOLT

2026 BUDGET



TOWN OF YACOLT- 2026 BUDGET

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DIRECTORY OF TOWN OFFICIALS

ELECTED:

Ian Shealy	Mayor
Jeffrey Carothers	Council Position #1
(Pos. Vacant)	Council Position #2
Craig Carroll	Council Position #3
Brandon Russell	Council Position #4
Marina Viray	Council Position #5

APPOINTED:

David Ridenour, Brian Gerst	Town Attorneys
Devin Jackson	Town Engineer

KEY STAFF:

Stephanie Fields	Town Clerk
Terry Gardner	Public Works Director

MAYOR'S MESSAGE

Dear Town Council and Citizens of Yacolt,

It has been a privilege to serve you and our community this last year. I truly appreciate all of the hard work and volunteer time that has been put in by our community members and council. I'm proud to be a part of this great group of people that make up our council, staff and citizens who work endlessly to try and make our community incrementally better each year.

The budget that we have put together for the coming 2026 season covers the areas that we would like to focus on. As with any budget, it is not set in stone but is the best allocation of funds that the council can make.

This past year we have been working on many projects, both community-focused and operational. The Public Works Department has increased its staffing, and a full-time administrative assistant has joined the team to help with the day-to-day operations. Multiple Town projects which have been on the books for some time were completed by your public works staff. Fencing was added to the rec park parking lot, security cameras were installed around the parks, road projects have been completed, and grant funding has been acquired for future road rehabilitation projects. As a huge improvement to the Little League fields, lights have been added to fields 2 and 3 which will allow for safer game play throughout the year. This was a big endeavor that took the help of Clark Public Utilities, Ken Pierce the President of the little league, Terry Gardner, Jeremy Johns, Kyle McKee, Kyle Yancey and the Town Council. Without the volunteer time that everyone donated, this project would never have happened. As an update, due to many requests, the tennis court located at the Town Park will be overhauled this coming spring as a pickle ball court. This project was delayed this year unfortunately due to time constraints from weather and the contractor's schedule.

In the last two years I have had the privilege of seeing multiple community members stand up and get involved with the town. It truly takes an army to provide the events, outreaches and services that our little North County Town gets to enjoy. These community members have created an events committee that meets once a month to discuss upcoming events, services and outreaches around town. Their hope is that more members of our community will be inspired to attend and get involved to help make Yacolt that much better.

As an update to last year's vandalism piece, since the installation of the security cameras, vandalism has gone down. The prior year had seen everything from graffiti/carvings on public property to broken windows and equipment. But thanks to Deputy Harris's

dedication and the countless hours he spends in our area things have started to get better. A newly created grant opportunity from the state may open up an avenue for the Town to work with the sheriff's office to apply for funding that will help hire and fund more services. As the Sheriff's department continues to provide great service to their surrounding areas, we look forward to the opportunity of state funding. We encourage citizens to write your local reps in support of this grant funding for the Clark County Sheriff's Office. Although things have gotten better, our Public Works Department still asks for your help. For some reason one of the main forms of vandalism is trashing our public bathrooms. People are still purposely flushing whatever they can get their hands on (and I mean whatever) and knocking toilets loose, causing the bathrooms to flood. These repairs can be very costly, essentially robbing your taxpayer dollars. If you see something, please say something because this causes the bathrooms to be out of use for citizens who visit our parks.

For 2026 we will be working on road projects, seeking grant funding for a community/senior center, rehabbing the tennis court, adding features to the rec park and repairing Town Hall. As the Town works hand-in-hand with our Legislative Representatives we are asking the community for help. Our Representatives are looking for letters of support from individuals or businesses who are willing to provide services out of the future community/senior center. If you or anyone you know would be willing to step up and help provide services to your local community, please reach out to Town Hall. These letters of support will go a long way to help create a much-needed center for our community.

As always, a huge thank you to everyone who has stepped up and contributed to making Yacolt the wonderful community that it is! Most notably:

- Juan Rivera-Strandberg @ Zing Broadband who donated services to install and support the security cameras around Town, as well as services to our local Little League
- Melissa and Brad Yahn from Impact Automotive who not only give endlessly to local events and services but who helped get the event comity up and running
- Desiree Lorentz who also gives endlessly to our local services, Little League and helps support so many of the Town's events
- Ginger Nims from Amboy hardware
- Carmelle Kaski from Arrowhead Coffee
- Kim Shealy from Inspired Learning tutoring
- John and Jordanna LaSalle from Stellar Luxe
- Mike, Matt, and Nik from PNW Pizza
- Deputy Charlie Harris for his countless hours of service
- Chief Chuck Andrus, Chief Bryce Shirley and the whole Fire District 13 and NCEMS staff who work tirelessly to serve our community

- Pastor Bill Douglas, Chris Watters and Tandy Miller from YCC who donate their time with town events and local outreaches
- Jay from Yacolt Trading Post who always donates watermelons for Rendezvous Days
- Terry, Joe and Brandt who work year-round including some holidays to keep our Town up and running
- Stephanie and Shannon for the thankless hours of service and work they put in for the Town
- Council members Carothers, Carrol, Russell and Viray for your dedication to your community

Sincerely,

-Mayor Shealy

PROPOSED TOWN OF YACOLT 2026 BUDGET

Fund #	Fund Name	Estimated Beginning Fund Balance	Estimated Revenues (Including Interfund Activity)	Aggregate Total Fund Resources	Total Appropriations (Including Interfund Activity)	Estimated Ending Fund Balance
001	General Fund	\$ 963,700	\$ 2,181,290	\$ 3,144,990	\$ 2,596,950	\$ 548,040
002	General Reserve Fund	\$ 236,000	\$ -	\$ 236,000	\$ 235,000	\$ 1,000
101	Street Fund	\$ 185,000	\$ 690,000	\$ 875,000	\$ 722,700	\$ 152,300
103	Cemetery Fund	\$ 23,500	\$ 10,500	\$ 34,000	\$ 18,300	\$ 15,700
105	REET Fund	\$ 334,000	\$ 25,000	\$ 359,000	\$ 55,000	\$ 304,000
114	Park Impact Fees	\$ 125,700	\$ 11,500	\$ 137,200	\$ 28,000	\$ 109,200
115	Transportation Impact Fees	\$ 261,500	\$ 303,000	\$ 564,500	\$ 390,000	\$ 174,500
119	School Impact Fees	\$ 1,000	\$ 50,500	\$ 51,500	\$ 51,500	\$ -
403	Stormwater Fees	\$ 121,750	\$ 450,000	\$ 571,750	\$ 518,500	\$ 53,250
	Totals	\$ 2,252,150	\$ 3,721,790	\$ 5,973,940	\$ 4,615,950	\$ 1,357,990

DRAFT -- ORDINANCE #605 -- DRAFT

**AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON,
ADOPTING THE FINAL ANNUAL BUDGET FOR THE TOWN OF YACOLT
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026; AUTHORIZING THE MAYOR AND
TOWN CLERK TO MAKE NECESSARY ADJUSTMENTS TO ACCOUNTS;
ESTABLISHING EMPLOYMENT POSITIONS AND SALARY/BENEFITS SCHEDULES;
AND PROVIDING FOR SUMMARY PUBLICATION**

Whereas, the Mayor of the Town of Yacolt, (hereafter “*Town*” or “*Yacolt*”), in consultation with the Town Clerk and the Town’s staff, prepared and submitted a preliminary annual budget for the fiscal year ending December 31, 2026 to the Town Council and filed the budget with the Town Clerk;

Whereas, the Town Clerk, pursuant to RCW 35.33.061, published a notice in the official newspaper of the Town on October 1 and October 22, 2025, stating that the preliminary budget for 2026 would be filed with the Town Clerk on October 31, 2025 and would be made available to any taxpayer requesting a copy;

Whereas, pursuant to the published notice, the Town held public hearings on October 20, 2025 and November 10, 2025, for the purpose of receiving public comment regarding the preliminary 2026 budget and 2026 revenue sources, and all persons wishing to be heard were heard;

Whereas, the Town Council has considered the proposed 2026 annual budget, and has made such adjustments and changes to the budget as it deems necessary and proper;

Whereas, the proposed 2026 annual budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the Town for the purposes set forth in the budget, and the estimated expenditures set forth in the budget are sufficient and necessary to meet the various needs of the Town during fiscal year 2026;

Whereas, the Town Council finds that the Town’s 2026 budget is appropriate and necessary for the preservation of the general public health, safety and welfare of the community; reflects revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and is in the best interests of the Town and its residents; and,

Whereas, the Town Council is in regular session this 8th day of December, 2025, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

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

Section 2 - Adoption of Yacolt’s 2026 Annual Budget: The final annual budget for the Town of Yacolt, Washington, for the fiscal year ending December 31, 2026 is hereby adopted at the fund level in its final form and content as set forth in the document entitled “Town of Yacolt 2026 Budget”, three copies of which are on file in the Office of the Town Clerk.

Section 3 - Summary of Yacolt’s 2026 Annual Budget: The Town’s estimated 2026 resources, including beginning fund balances and revenues for each separate fund, the appropriations authorized by the Town Council in the 2026 budget for each separate fund, and the aggregate totals (net of transactions between funds) for all such funds combined, are set forth in summary form below:

Fund #	Fund Name	Estimated Beginning Fund Balance	Estimated Revenues (Including Interfund Activity)	Aggregate Total Fund Resources	Total Appropriations (Including Interfund Activity)	Estimated Ending Fund Balance
001	General Fund	\$ 963,700	\$ 2,181,290	\$ 3,144,990	\$ 2,596,950	\$ 548,040
002	General Reserve Fund	\$ 236,000	\$ -	\$ 236,000	\$ 235,000	\$ 1,000
101	Street Fund	\$ 185,000	\$ 690,000	\$ 875,000	\$ 722,700	\$ 152,300
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115	Transportation Impact Fee	\$ 261,500	\$ 303,000	\$ 564,500	\$ 390,000	\$ 174,500
119	School Impact Fees	\$ 1,000	\$ 50,500	\$ 51,500	\$ 51,500	\$ -
403	Stormwater Fees	\$ 121,750	\$ 450,000	\$ 571,750	\$ 518,500	\$ 53,250
	Totals	\$ 2,252,150	\$ 3,721,790	\$ 5,973,940	\$ 4,615,950	\$ 1,357,990

Section 4 - Authority and Duties of the Mayor and Town Clerk: The Mayor and Town Clerk are hereby authorized and directed to make all adjustments to the 2026 Annual Budget to accomplish the purposes of this Ordinance. The Mayor is hereby authorized to fill such employment vacancies as may currently exist and/or as may occur in the future, up to total staffing levels specified in the budget, without further authorization.

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

Section 6 - Ratification and Confirmation of Prior Acts: All acts taken by Town officers and staff prior to the enactment of this Ordinance that are consistent with and in furtherance of the purpose or intent of this Ordinance are hereby ratified, approved and confirmed by the Town Council. Any expenditure of monies from existing funds during fiscal year 2025 and prior to the effective date of this Ordinance is hereby ratified, approved and confirmed. Further, because the Town's operating budget for fiscal year 2026 relies upon anticipated year-end fund balances derived from revenues collected and expenditures incurred in fiscal year 2025, the Town Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the Town to the extent such revenues and expenditures are in accordance with the Town's budget for fiscal year 2025 or any subsequent budget amendments formally approved by the Town Council.

Section 7 - Severability and Construction: If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, or its application to any person or circumstances is held invalid, the remaining portion of this Ordinance shall remain in full force and effect, and the application of the provision to other persons or circumstances shall not be affected. If any provision of this Ordinance is found to be inconsistent with provisions of the Yacolt Municipal Code, this Ordinance is deemed to control.

Section 8 - Transmittal to AWC: Pursuant to RCW 35.33.075, the Town Clerk is hereby directed to transmit a copy of the complete, final 2026 Annual Budget (as adopted) to the Association of Washington Cities, together with a copy of this Budget Ordinance.

Section 9 - Yacolt Municipal Code: This Ordinance #605 is a special Ordinance of the Town of Yacolt involving the Town's 2026 budget. Being applicable for only a specific and limited period of time, this Ordinance #605 shall not result in any amendment to the Yacolt Municipal Code.

Section 10 - Savings Clause: Except as provided herein and in any prior amendments, all provisions of Ordinance #602 shall remain in full force and effect.

Section 11 - Effective Date and Publication of Summary: This Ordinance shall take effect immediately upon adoption and publication according to law. Notice of this Ordinance shall be provided by publication of the following summary in the Town's official newspaper:

**Town of Yacolt - Summary of Ordinance #605
2026 Annual Budget**

The Town Council of the Town of Yacolt adopted Ordinance #605 at a regular meeting of the Town Council held on December 8, 2025. The content of the Ordinance is summarized in its title as follows:

An Ordinance of the Town of Yacolt, Washington, Adopting the Final Annual Budget for the Town of Yacolt for the Fiscal Year Ending December 31, 2026; Authorizing the Mayor and Town Clerk to Make Necessary Adjustments to Accounts; Establishing Employment Positions and Salary/Benefits Schedules; and Providing for Summary Publication

The effective date of the Ordinance is December 17, 2025.

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 17th day of December, 2025.
Stephanie Fields, Town Clerk

PASSED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 8th day of December, 2025.

TOWN OF YACOLT

Ian C. Shealy, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

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

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance #605 of the Town of Yacolt, Washington, entitled "AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING THE FINAL ANNUAL BUDGET FOR THE TOWN OF YACOLT FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026; AUTHORIZING THE MAYOR AND TOWN CLERK TO MAKE NECESSARY ADJUSTMENTS TO ACCOUNTS; ESTABLISHING EMPLOYMENT POSITIONS AND SALARY/BENEFITS SCHEDULES; AND PROVIDING FOR SUMMARY PUBLICATION" as approved according to law by the Town Council on the date therein mentioned. The Ordinance has been published or posted according to law.

Attest:

Stephanie Fields, Town Clerk

Approved: December 8, 2025

Published: December 17, 2025

Effective Date: December 17, 2025

Ordinance Number: 605

Exhibit “A” to Town of Yacolt Ordinance #605

TOWN OF YACOLT SALARY SCHEDULE/RANGE

CLASSIFICATION	WAGE/SALARY	AVERAGE HOURS WEEKLY	HOURLY WAGE
Public Works Director*	\$58,240-79,040	40	\$28-38
P W Maintenance F/T	\$45,760-58,240	40	\$22-28
P W Part-Time	\$31,200-35,880	30	\$20-23
PW Part-Time Seasonal	\$8,640-10,560	20	\$18-22
Town Clerk*	\$56,160-\$79,040	40	\$27-38
Administrative Assistant	\$45,760-56,160	40	\$22-27

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

TOWN PAID BENEFITS:	90/10
Full Time Employees	Medical, Dental, Vision

**2021 WAGE DISTRIBUTION OF
PAYROLL & BENEFITS TO MULTIPLE FUNDS:**

Town Clerk, Admin. Asst., PW P/T Seasonal	General Fund
PW Director, Maintenance	Streets, Cemetery, Stormwater



Town of Yacolt Request for Council Action

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

Name: Mayor Shealy

Group Name:

Address: 202 W. Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayor@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Ordinance #606 - Clerk Wage Increase

Proposed Meeting Date: December 8, 2025

Action Requested of Council: Adopt Ordinance #606, thereby allowing for a wage increase for the Town Clerk.

Proposed Motion: "I move that we approve (or deny) adoption of Ordinance #606, which authorizes a wage increase for the Town Clerk as of January 1, 2025."

Summary/Background: The Town Council and Mayor discussed staff wages during several of this year's Budget Workshops, and during those discussions determined what the Town Clerk's hourly wage would be in 2026. RCW 35.27.130 requires that an Ordinance be adopted to fix the Clerk's rate of compensation.

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

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

DRAFT ORDINANCE #606 DRAFT

AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON, PROVIDING FOR INCREASED WAGES FOR THE TOWN CLERK AND ESTABLISHING AN EFFECTIVE DATE

Recitals

Whereas, the Town of Yacolt, (hereafter “Town” or “Yacolt”), desires to provide compensation to its Officers in accordance with Washington law;

Whereas, pursuant to RCW 35.27.130, a town’s treasurer and treasurer-clerk shall receive compensation to be fixed by ordinance;

Whereas, pursuant to Section 2.10.020(A) of the Yacolt Municipal Code, the office of Town Treasurer has been combined with the office of Town Clerk, and the duties of the Town Treasurer are performed by the Town Clerk;

Whereas, Yacolt’s 2025 Budget, adopted by Ordinance #605 on December 8, 2025 contains adequate appropriations in its General Fund, (Fund #001) for the increased salary amounts described below; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 8th day of December 2025, 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 - Adoption of Recitals: The foregoing Recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

Section 2 – Increase to Clerk’s Pay Rate: The Clerk’s hourly rate of pay will be increased to \$37.00 as of the pay period beginning January 1, 2026.

Section 3 - Yacolt Municipal Code: This Ordinance #606 is a special Ordinance of the Town of Yacolt and therefore shall not result in any amendment to the Yacolt Municipal Code.

Section 4 - Instructions to the Clerk: The Town Clerk is directed to perform the following tasks:

- 4.1 Publication of Ordinance:** Upon the Effective Date of this Ordinance, the Town Clerk is directed to send a copy hereof to Code Publishing Company of Seattle, Washington.
- 4.2 Implementation of Increase to Pay Rate:** The Town Clerk is directed to increase the hourly pay rate of the Clerk to \$37.00 as of the pay period beginning January 1, 2026.

Section 5 - Severability: If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, or its application to any person or circumstances is held invalid, the remaining portion of this Ordinance shall remain in full force and effect, and the application of the provision to other persons or circumstances shall not be affected.

Section 6 - Effective Date: The Town Clerk shall certify the adoption of this Ordinance and cause it, or the following summary of it, to be published once within fifteen (15) days of adoption in the Town’s legal newspaper of record. This Ordinance shall take effect immediately upon adoption and publication, according to law.

Town of Yacolt - Summary of Ordinance #606

The Town Council of the Town of Yacolt adopted Ordinance #606 at its regularly scheduled Town Council meeting held on December 8, 2025. The content of the Ordinance is summarized in its title as follows:

AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON, PROVIDING FOR INCREASED WAGES FOR THE TOWN CLERK AND ESTABLISHING AN EFFECTIVE DATE.

The effective date of the Ordinance is December 17, 2025.

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 17th day of December, 2025.
Stephanie Fields, Town Clerk

PASSED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 8th day of December, 2025.

TOWN OF YACOLT

Ian C. Shealy, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

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

TOWN CLERK’S CERTIFICATION

I hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance #606 of the Town of Yacolt, Washington, entitled “AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON, PROVIDING FOR INCREASED WAGES FOR THE TOWN CLERK AND ESTABLISHING AN EFFECTIVE DATE” as approved according to law by the Town Council on the date therein mentioned. The Ordinance has been published or posted according to law.

Attest:

Stephanie Fields, Town Clerk

Approved: December 8, 2024

Published: December 17, 2024

Effective Date: December 17, 2024

Ordinance Number: 606