



Town of Yacolt
Council Meeting Agenda
Tuesday, February 19, 2019
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Minutes of Previous Meeting(s)

- [1.](#) Approve 2-4-19 Meeting Minutes

Citizen Communication

Anyone wishing to speak may sign up. You will be called to speak. There is a 3 minute time limit.

Old Business

New Business

- [2.](#) Discuss combining National Night Out with Fire District 13's Health Fair
- [3.](#) Historical Preservation Committee Interlocal Agreement - Review only

Public Works Department Report

Town Clerk's Report

Council's Comments

Mayor's Comments

Attorney's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

4. Potential Litigation

Adjourn

**Town of Yacolt
Council Meeting Minutes
Monday, February 04, 2019
7:00 PM
Town Hall**

Call to Order

Mayor Myers called meeting to order at 7:00PM.

Flag Salute

Roll Call

PRESENT

Mayor Vince Myers
Council Member Tami Bryant
Council Member Malita Moseley
Council Member Herb Noble
Public Works Director Bill Ross Clerk Dawn Salisbury

ABSENT

Council Member Amy Boget
Council Member Rhonda Rowe-Tice

Motion to excuse absences made by Council Member Bryant, Seconded by Council Member Noble.
Voting Yea: Council Member Bryant, Council Member Moseley, Council Member Noble

Late Changes to the Agenda

None

Minutes of Previous Meeting(s)

1. Approve 1-22-19 Meeting minutes

Motion made by Council Member Bryant, Seconded by Council Member Moseley.
Voting Yea: Council Member Bryant, Council Member Moseley, Council Member Noble

Citizen Communication

Todd Witthauer from KWRL updated field use times and requested to build helmet holder and bleachers. Todd to send letter to Town Hall requesting permission.

Old Business

None

New Business

2. Discuss 20 MPH speed limit proposal

Tom Leary spoke about the need for speed bumps on Wilson St. He is also in favor of lowering speed limit to 20 MPH in town limits. Public Works to check on cost of rolling bumps.

Public Works Department Report

Public works and Admin staff working on Bldg Dept issues. Meeting with county staff concerning development at end of Jones St. Mayor and PW met with FEMA who will be doing a flood plains study on Yacolt's tributaries. Met with principals on Elwood/Nyland Homes project to go over requirements. Mole issue on Little League fields. Public works responsibility to try to eliminate them. Council member Moseley would like additional signs for dog waste pick up at Rec park. Council member Bryant asked about tree removal quote. Do not have quote yet. Council member Noble asked about giving Permit process back to Clark County. Clerk Salisbury stated that our processes are close to being done so it would not be worth giving it back to the county.

Town Clerk's Report

Building Dept processes are being updated and taking a lot of time. Senator Rivers, Rep. Vick and Rep Hoff will be holding a Town Hall here March 2nd from 11:00 to 12:30. Will advertise as soon as we get official press release from Senator Rivers. Council member Bryant was able to meet with the Senator and Representatives when she was in Olympia to discuss North County issues.

3. Newsletter

Newsletter proof was available for additional ideas before publishing. Council Member Moseley asked for the town events to be highlighted more.

Council's Comments

Council Member Bryant updated Fun Run flier and asked about our advertising for the run. We have expanded our donation list and are advertising on any run platform we can find.

Mayor's Comments

Mayor Myers attended the Mayors Forum in Olympia. Was informative but catered to larger cities. Mayor Myers stated he would like to see some issues towards smaller cities be addressed. No update from lawyer on response to NCLL letter.

Attorney's Comments

None

Approve to Pay Bills on Behalf of the Town

Motion made by Council Member Moseley, Seconded by Council Member Noble.
Voting Yea: Council Member Bryant, Council Member Moseley, Council Member Noble

001 Current Expense	\$ 9,243.12
101 Streets	\$ 5,953.22
103 Cemetery	\$ 132.60
403 Storm Water	<u>\$ 1,998.80</u>
	\$17,327.74

Claims: Check # 16755-16764	\$ 3,912.25
Payroll: EFT and check #16754	\$13,415.49

Adjourn

Mayor Myers adjourned meeting at 7:36 PM.

Vince Myers, Mayor

Dawn Salisbury, Clerk



Town of Yacolt Request for Council Action

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

Name: Shaun Ford or Justin Earls **Group Name:** Fire District 13
Address: **Phone:** Justin-
360-640-9071
Email Address: **Alt. Phone:**

ITEM INFORMATION:

Item Title: Discuss combining National Night Out with Fire District 13's Health Fair

Proposed Meeting Date: August 3 2018

Action Requested of Council: Discuss moving National Night Out to August 3rd to coincide with Fire District 13's Health Fair

Proposed Motion:

Summary/Background: Fire District 13 is holding their annual health fair on August 3rd. They would like to know if we would like to combine National Night Out with the health fair for a bigger turn out. They will have a bouncy house, lifeflight, and many vendors.

Staff Contact(s): Dawn Salisbury

From: [Justin Earls](#)
To: Dawn.salisbury@townofyacolt.com
Subject: NCEMS health and safety fair
Date: Tuesday, February 12, 2019 1:47:14 PM

Hello!

I hope you are enjoying the weather! =)

Last year I was the main point of contact for the health and safety fair, and I will be doing the same this year. Last year it was a success and this year I intend to achieve the same. Chief Ford approached me today, advising me that you were considering merging the National Night Out with what we are doing, or at least hosting both on the same day. This last week I have been going through what I had from last year and looking to reach out to our vendors from last year. Before I do that I would love to open a line of communication about what you would like to see or do for that day and I will let you know what I plan on. At a minimum I'd like to hear your input on the hours of it, last year we did 1000am-2pm for the sake of getting vendors committed. With you doing National NIGHT OUT, I would understand why that may be early for a NIGHT OUT. Let me know what you think.

I'm looking forward to working with you!

Justin Earls
Lead Paramedic
NCEMS Resident & PMA Coordinator
360-640-9071



Town of Yacolt

Request for Council Action

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

Name: Dawn Salisbury **Group Name:**
Address: **Phone:**
Email Address: Dawn.salisbury@townofyacolt.com **Alt. Phone:**

ITEM INFORMATION:

Item Title: Historical Preservation Committee Interlocal Agreement - Review only
Proposed Meeting Date: 3-4-19
Action Requested of Council: Review Interlocal agreement and submit any questions or concerns by 2-28-19 to town clerk.
Proposed Motion: None
Summary/Background: Previous Interlocal was signed in 2005 and county needs to update agreement to align with current codes.
Staff Contact(s): Dawn Salisbury

From: [Lumbantobing, Sharon](#)
To: [Bader, Jan](#); [Erin Erdman \(erin.erdman@cityofbg.org\)](#); "Lee Knottnerus"; "dbailey@ci.lacenter.wa.us"; [Sarah Fox](#); "Rose Jewel"; "dawn.salisbury@townofyacolt.com"
Cc: [Kamp, Jacqueline](#); [Anderson, Colete](#); [Orjiako, Oliver](#)
Subject: Interlocal Agreement for the joint Historic Preservation Commission
Date: Thursday, February 07, 2019 11:33:56 AM
Attachments: [2019_HPC_Interlocal_Agmt-CC_SL.doc](#)

Dear colleagues,

The county is in the process of renewing the Interlocal Agreement for its joint Historic Preservation Commission with all six cities in the county and the town of Yacolt. The last interlocal agreement for Historic Preservation was signed in 2005 and needs to be updated, as the county updated its Historic Preservation Code in 2018.

Attached please find the DRAFT Interlocal Agreement for review and comment by designated officials in your jurisdiction. If your jurisdiction has any comments, please let me know **by February 28, 2019, at the latest.**

In early March, I will send you the FINAL Interlocal Agreement for your council to approve and be signed by your designated official(s) and send back to me. The county council will be the last council to approve and sign to put the Agreement into effect.

Look forward to hearing from you.

Thank you,
Sharon



Sharon Lumbantobing
Planner II
COMMUNITY PLANNING

564.397.4909



This e-mail and related attachments and any response may be subject to public disclosure under state law.

**INTERLOCAL AGREEMENT BY AND BETWEEN
CLARK COUNTY, THE CITIES OF CAMAS, WASHOUGAL, RIDGEFIELD,
LA CENTER, BATTLE GROUND, VANCOUVER,
AND THE TOWN OF YACOLT
CONCERNING CULTURAL AND HISTORIC RESOURCES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Clark County (the "County"), the Cities of Camas, Washougal, Ridgefield, La Center, Battle Ground, Vancouver, and the Town of Yacolt, all municipal corporations of the State of Washington ("the Parties").

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides that one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform;

WHEREAS, Clark County is a Certified Local Government (CLG) that has established a historic preservation program that meets federal and state standards of the National Park Service and the Washington State Historic Preservation Office (the Department of Archeology and Historic Preservation);

WHEREAS, the County and the Parties have a joint Historic Preservation Commission which was established on December 23, 1981, provide for the identification, evaluation, and protection of historic and prehistoric resources within the county;

WHEREAS, the Historic Preservation Commission is responsible for maintaining the Clark County Heritage Register and is intended to encourage the preservation, restoration, and rehabilitation of eligible historic, and/or cultural resources within the county for future generations;

WHEREAS, the County has adopted Clark County Code 40.250.030 Historic Preservation and the Historic Preservation Commission Rules and Procedures to implement and manage the Clark County Historic Preservation program.

WHEREAS, the County has previously cooperated with each of the Parties in these subject areas;

NOW, THEREFORE, the County and the Parties hereby mutually agree as follows:

AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to:
 - a. Establish the Clark County Historic Preservation Commission as the local review body for the County and the Parties;
 - b. Establish a process for recognizing, nominating, designating, and listing historic and cultural properties from the Clark County Heritage Register, which have special significance and are, therefore, worthy of preservation;
 - c. Establish a process for reviewing alterations to significant historic and cultural resources;
 - d. Establish a process for the owners of local historic and cultural properties to take advantage of the Washington State Special Valuation program;
 - e. Encourage private owners to preserve their significant historic and cultural properties;
 - f. Provide owners and interested citizens with information about local historic and cultural resources;

- g. Allow the Parties and County to have input on the designation of significant historic and cultural resources, including historic districts; and
- h. Allow the Parties and County to share information pertaining to historic and cultural resources.

2. ROLE OF HISTORIC PRESERVATION COMMISSION AND STAFF.

A. The Clark County Historic Preservation Commission:

1. Clark County Heritage Register: The Clark County Historic Preservation Commission will review all nominations to the Clark County Heritage Register. The Historic Preservation Commission shall ensure that each Party has reasonable notice and opportunity for input on an application that is within their jurisdiction.
2. Design Review: The Clark County Historic Preservation Commission will review applications for alterations, demolitions, and relocations of historic properties.
3. Special Valuation: The Clark County Historic Preservation Commission will review all applications for the Washington State Special Valuation for Historic Properties.
4. State and National Registers: The Clark County Historic Preservation Commission will make recommendations to the State Historic Preservation Officer on nominations to the State and National Registers.
5. Commission Membership: The Historic Preservation Commission chair will appoint a committee to review applications for open positions on the commission. The committee will conduct interviews and provide a recommendation to the Vancouver City Council. The Vancouver City Council may conduct its own review and interview process and then forward a recommendation to the County. The county manager and county council have concurrent authority to nominate members to the Historic Preservation Commission. Members are appointed by the county council. Commission members will be selected based on professional or demonstrated expertise rather than geographic distribution.
6. Appeals of decisions by the Historic Preservation Commission will be heard as provided by a Party's code, or in the absence of an adopted code provision, will be heard by the Superior Court.

B. Staff:

1. County Staff: Clark County Community Planning staff will be responsible for administrative functions of the commission, including minutes and agendas, and will prepare staff reports and recommendations, with assistance from city staff when needed, and will attend commission meetings and public hearings concerning properties outside the city of Vancouver. Other duties are referenced in the Historic Preservation Commission's Rules and Procedures and Title 40.250.030.
2. City Staff: Staff of the City of Vancouver's Department of Community and Economic Development, Development Review Division will be responsible for the designation and review processes of the historic preservation program in their jurisdiction, including preparing staff reports and recommendations, and will attend commission meetings and public hearings concerning properties within the city of Vancouver.
3. Staff Cooperation: City and county staffs will work cooperatively within the spirit of the commission's Rules and Procedures to provide the necessary flow of information and staff support to the commission.

C. The Parties

The parties will each adopt by reference the Clark County Historic Preservation Ordinance 2018-08-04.

3. DURATION. This Agreement shall become effective upon its recording with the Clark County Auditor following execution by all the Parties and shall continue for ten years with the option for the Parties to extend the Agreement for another ten year term.
4. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties hereto shall be jointly responsible for administering the performance herein.
5. MANNER OF FINANCING. Clark County provides administrative support to the Historic Preservation Commission. The City of Vancouver provides financial support for historic preservation education and outreach initiatives.
6. NO REAL PROPERTY. No real property will be acquired, held, used, or disposed of in connection with this Agreement.
7. TERMINATION. Any Party may choose to terminate this Agreement as to itself by providing thirty (30) days written notice to the County and the other Parties, which action would not invalidate this Agreement among the remaining Parties. The County may choose to terminate this Agreement by providing thirty (30) days written notice to all of the remaining Parties.
8. DISPUTE RESOLUTION. In the event of a dispute between the County and any Party regarding performance of this Agreement, the Parties shall proceed as follows:
 - a. The County Manager and the City Manager of the jurisdiction involved in the dispute, or their designated representatives, shall first review the dispute and provide the Parties options for mutual resolution of the dispute.
 - b. Jurisdiction and venue over any controversy or claim arising out of or relating to this Agreement or the alleged breach of this Agreement that cannot be resolved pursuant to section 8.a shall be in the Superior Court for the State of Washington in Clark County.
9. EMPLOYMENT. For all purposes, the employees of each Party shall not in any manner be deemed to be the employees of the other Party. Nothing in this agreement shall make any employee of a Party an employee of the other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.
10. INDEMNIFICATION. Each party does hereby release, indemnify, and promise to defend and save harmless the other party, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Interlocal Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other party; provided, however, this paragraph does not purport to indemnify either party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of either party, its elected officials, officers, employees, and agents.
11. AMENDMENTS. This Agreement may be amended only by an instrument in writing executed by the Parties hereto.

12. ASSIGNMENT. No party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other party hereto.
13. COUNTERPARTS. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
14. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein.
15. FILING. Within five (5) days from the date of execution of this Interlocal Agreement, the Clark County Clerk shall file this Interlocal Agreement with the County Auditor, and post this Agreement on the County website pursuant to RCW 39.34.040.
16. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.
17. GOVERNING LAW. This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Washington Superior Court for Clark County.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates indicated below.

For the **COUNTY**:

CLARK COUNTY, WA
A municipal corporation

By: _____
Shawn Hennessee
Clark County Manager

DATED: _____

Approved as to Form only:
Anthony F. Golik
Prosecuting Attorney

By: _____
Christine Cook
Senior Deputy Prosecuting Attorney

For :

CITY OF CAMAS, WA
A municipal corporation

By: _____
[Signature of Authorized Official and Title]

[Printed Name of Authorized Official and Title]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

DRAFT

For :

CITY OF WASHOUGAL, WA
A municipal corporation

By: _____
[Signature of Authorized Official and Title]

[Printed Name of Authorized Official and Title]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For:

CITY OF RIDGEFIELD, WA

A municipal corporation

By: _____
[Signature of Authorized Official and Title]

[Printed Name of Authorized Official and Title]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

DRAFT

For:

CITY OF BATTLEGROUND, WA
A municipal corporation

By: _____
[Signature of Authorized Official and Title]

[Printed Name of Authorized Official and Title]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

DRAFT

For:

CITY OF VANCOUVER, WA

A municipal corporation

By: _____
[Signature of Authorized Official and Title]

[Printed Name of Authorized Official and Title]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

DRAFT

For:

THE TOWN OF YACOLT, WA
A municipal corporation

By: _____
[Signature of Authorized Official and Title]

[Printed Name of Authorized Official and Title]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

DRAFT