



Town of Yacolt

Council Meeting Agenda

Monday, December 11, 2023
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Approve Minutes of Previous Meeting(s)

- [1.](#) Draft Minutes from Council Meeting 11-13-23
- [2.](#) Draft Minutes from Council Meeting 12-4-23

Citizen Communication

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

Unfinished Business

- [3.](#) Update on Rotschy's River Rock Request
- [4.](#) 2024 Budget Adoption Ordinance #594

New Business

- [5.](#) Permission for Horses in Backyard
- [6.](#) C-Tran Interlocal Agreement Extension Resolution #621
- [7.](#) C-Tran Representative
- [8.](#) LUMEN Right of Way Agreement
- [9.](#) Swearing In Elected Officials

Town Clerk's Report

Public Works Department Report

Attorney's Comments

Citizen Communication

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

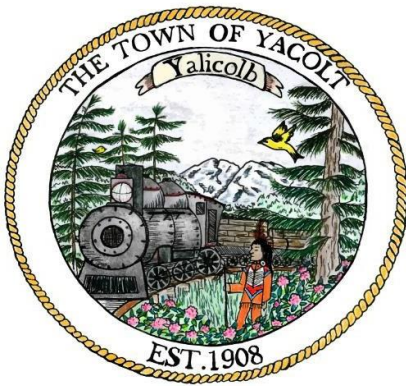
Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

Adjourn



Town of Yacolt

Town Council Meeting Minutes

Monday, November 13, 2023

7:00 PM

Town Hall

Call to Order

7:00 PM

Flag Salute

Roll Call

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

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

Late Changes to the Agenda

Witt Property Acquisition discussion to be added after the last executive session.

Approve Minutes of 10-9-23 Meeting

Motion: Peto **2nd:** Homola

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Approve Minutes of Special Council Meeting 10-16-23

Motion: Viray **2nd:** Shealy

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Approve Minutes of Council Special Meeting and Budget Workshop 10-23-23

Motion: Homola **2nd:** Shealy

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Citizen Communication

Mark Langbecker and Owen Belmont both expressed concern about the stormwater runoff that will flow into Yacolt Creek from the pond at the new subdivision at Railroad and Hoag. One of them had previously spoken with our Town Engineer, who assured him that the stormwater facility was working as it should.

Another citizen announced that a female employee from Backroads was followed part-way home by a man who forced her to stop her car near Fargher Lake, where he jumped out of his vehicle and rushed toward hers. The woman reported the incident to the Sheriff's office and gave them the license plate

number and description of the man and his vehicle.

Executive Session

Mayor Listek called for an Executive Session to discuss litigation with the Town's Attorneys. The session ran from 7:26-7:46pm. The Mayor, Attorney, Clerk, and all Council Members attended the session. When the meeting was re-convened, a motion was made to send the offer discussed in the Executive Session to the Plaintiff.

Motion: Carroll **2nd:** Shealy

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Unfinished Business

Request to Keep a Goat in Town

Cindee Clark asked Council for permission to keep her mini potty-trained goat in her house, as the goat is used to living in the house with her dogs and cat, and basically behaves just like a dog. Motion was made to allow the goat to remain living in the house in Town with Cindee.

Motion: Carroll **2nd:** Viray

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Ordinance #593 Update

The Washington Department of Ecology contacted Attorney Ridenour to let him know they really appreciated the work the Town put into our Ordinance regarding the FEMA Flood Damage Prevention Program.

Update on Elevator Service Plan

Clerk Fields presented that she had researched some plan and price options, and while there was range of comparable plans and prices, the service we've gotten from Schindler – or lack thereof – still points toward us shopping for a different service provider early in 2024, and giving Schindler notice of termination this spring.

Inmate Work Crew Update

Clerk Fields presented Public Works Administrative Assistant Sean LaBarbera's report on his communication with the Department of Corrections regarding us having inmate work crews in the future: There is no likelihood in the foreseeable future that the Town will get another inmate work crew, and contrary to DOC's press release, no fire crews from Larch were sent to the Longview jail.

Update on Battle Ground School District's Capital Facilities Plan

Attorney Ridenour announced that BGSD is proposing changes to all of their agencies regarding the School Impact Fees Calculations (thanks to his bringing some areas of concern to their attention). He discussed the calculations with their Attorney, LeeAnn Bremer, including Council having discretion with regard to calculation.

New Business

Conditional Use Permit Public Hearing/Request

Kaeli Carroll, the wife of Councilmember Craig Carroll, applied for a Conditional Use Permit to be able to convert her garage (in a residential zone) to a commercial use, specifically a hair salon. Craig Carroll was

asked to step outside during the hearing. Mayor Listek introduced the subject and gave instructions regarding procedures and testimony. She then closed the regular meeting and opened the hearing at 8:05 pm. Kaeli presented that she wants to convert the 3rd bay of her garage into a beauty salon, and described her plans. Attorney Ridenour explained that the Town had not had enough information or time to have given proper notice for the Hearing, so he said a decision could not be made at this meeting, but testimony could be made and the hearing could be continued in the future, when proper notice could be made, after enough information had been submitted by the applicant. He also advised Kaeli that she would need to either put in writing that she wanted to have her Conditional Use and Building Permits considered separately, or else she would need to consolidate the two permits into a single package. Cindee Clark was sworn in and testified that she thought the salon was a great idea, and that the Town's residents need a local salon. Councilmember Shealy said it would be great especially for the elderly not to have to drive at least 15 miles away just to get their hair cut. Mayor Listek noted that a new business in Town would bring in more tax revenue to the Town. Hearing no more testimony, Mayor Listek closed the Public Hearing at 8:23 pm and re-opened the regular meeting. A motion was made to continue the hearing at a future date.

Motion: Homola 2nd: Viray

Aye: Shealy, Peto, Homola, Viray

Nay: 0

Absent: Carroll

Motion Carried

EMS Levy Hearing and Resolution #619

Mayor Listek opened the Public Hearing at 8:25 pm. Fire Chief Bryce Shirley introduced himself and explained how the regular levies are part of the Interlocal Agreement that sustains the EMS. Mayor Listek closed the hearing and re-opened the regular meeting at 8:32 pm. Motion was made to adopt Res. 619, Approving the EMS Levy for 2024.

Motion: Carroll 2nd: Viray

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Revenue Hearing and Resolution #620

Mayor Listek closed the regular meeting and opened the Public Hearing at 8:34 pm. Clerk Fields presented her recommendation to adopt the Resolution, with a 1% increase in property taxes. After some discussion, Mayor Listek closed the Hearing and re-opened the regular meeting at 8:38 pm. Councilmember Homola moved to adopt the Resolution as written. No second was made. Councilmember Peto moved to adopt the Resolution with 0% increase in taxes.

Motion: Peto 2nd: Carroll

Aye: Shealy, Peto, Carroll, Viray

Nay: Homola

Motion Carried

Budget Public Hearing #1

Mayor Listek closed the regular meeting and opened the Public Hearing at 8:39 pm. Councilmember Homola commented that he thought the Mayor's Message was very tasteful. With no further testimony, the Mayor closed the Hearing and re-opened the regular meeting at 8:41 pm.

HUD CDBG/HOME Grants Amendment #2

This Amendment asks all participant agencies in the program to agree to the terms of Section 3 of the HUD Act of 1968. Councilmembers all read through Section 3, and decided that since it costs us nothing, we should go ahead with it.

Motion: Carroll

2nd: Peto

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

Interlocal Agreement for Cooperative Climate Planning/Research

Since we are required to do this anyway, and participation in this ILA caps our costs, motion was made to have the Town participate in the ILA.

Motion: Shealy

2nd: Carroll

Aye: Shealy, Peto, Carroll, Homola, Viray

Nay: 0

Motion Carried

C-Tran Interlocal Agreement

Attorney Ridenour mentioned that he is working on an extension of the C-Tran Interlocal Agreement, which he plans to have ready for the next regular Council Meeting.

Town Clerk's Report

- Has been very busy with the Budget, Permits, and preparations for the Christmas Tree Lighting which is to take place on Saturday, December 2nd.
- She wished everyone a Happy Thanksgiving.

Public Works Department Report

- Very busy cleaning up lots of leaves and trimming up low branches on trees.
- Will be working on Christmas Tree lights soon.
- Happy Thanksgiving!

Attorney's Comments

- Boyang's delicious pumpkin bread will be at the next meeting!

Citizen's Communication

None

Council's Comments

Carroll – Happy Thanksgiving, everyone!

Viray – Attended the Mosquito Control Board meeting. 30,000 mosquitoes were trapped this year! They approved their 2024 Budget, have had some computer issues, and lost an Administrator. 5 of their Board Members' terms have expired. Congratulations to all who won in the November 7th election. Said the Mayor's Message was well done.

Mayor's Comments

- Excited but sad to be leaving her position.
- Excited for the Tree Lighting; drew out a diagram for where everything should go.
- So thankful that we have a Council who gets along so well; feels very blessed.
- Mentioned that Council Chambers likely won't be done and able to be used this year.

Approve to Pay Bills on Behalf of the Town

Motion: Homola **2nd:** Viray

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

Motion Carried

Executive Session

Mayor Listek closed the regular meeting and called for an Executive session to discuss Real Estate purchase price and terms from 9:18-9:38 pm. The Mayor, Attorney, Public Works Director, Town Clerk, and Council attended the session. The Mayor extended the session to 9:53 pm, and again until 10:10 pm, and the regular meeting was re-convened at 10:10 pm.

The Council and Staff then went through the proposed Purchase and Sale Agreement item by item.

Motion was made to send an offer to the Witts for the purchase of the property, with the price and terms as discussed.

Motion: Homola **2nd:** Carroll

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

Motion Carried

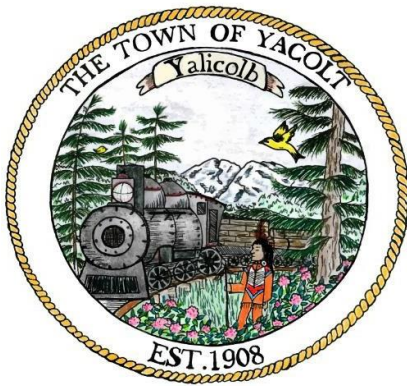
Adjourn

10:55 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt

Town Council Special Meeting

Minutes

Monday, December 4, 2023

6:00 PM

Town Hall

Call to Order

6:00 PM

Flag Salute

Roll Call

Council Members Present: Kandi Peto, Ronald Homola, Marina Viray

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

Late Changes to the Agenda

None

Unfinished Business:

2024 Budget Hearing #2

Mayor Listek closed the regular meeting and opened the Public Hearing at 6:02 pm. A citizen had questions about the Salary Schedule, and there was also discussion regarding road and sidewalk improvements and other long-term improvements/repairs/purchases.

After no more questions or discussion remained, Mayor Listek closed the Public Hearing and re-convened the regular meeting at 6:32 pm.

New Business

Rotschy River Rock Request

Council discussed Rotschy's request to put river rock in the planting strips around the stormwater facility, along S. Parcel Ave., and along W. Hoag St. in the new subdivision they are building. Council discussed several pros, cons, and other possible alternatives to the rock. Councilmember Homola asked to have the decision tabled until the next meeting, and in the meantime for the clerk to get pictures from the Rotschys of what the river rock would look like. It was agreed to do so.

Adjourn

7:03 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt Agenda Request

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

Name: Clerk Fields

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Update on Rotschy's River Rock Request

Proposed Meeting Date: December 11, 2023

Action Requested of Council: None

Proposed Motion: None

Summary/ Background: At the Special Council Meeting on December 4, Council considered Rotschy's request to lay river rock in some of the planting strips around the new subdivision at Railroad Avenue and Hoag St. Council tabled their decision until this meeting. Rotschy subsequently withdrew their request, saying they will go with the original plan all around, with soil and grass seed in the planting strips.

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



Town of Yacolt Request for Council Action

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

Name: Clerk Fields and Mayor Listek

Group Name:

Address: 202 W. Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Ordinance # 594 2024 Budget Adoption

Proposed Meeting Date: December 11, 2023

Action Requested of Council: Decide whether to pass Ordinance #594, adopting the 2024 Budget

Proposed Motion: "I move that we (pass/do not pass) Ordinance #594, which adopts the 2024 Budget."

Summary/ Background: Mayor Listek, Clerk Fields, and the Town Council have held numerous workshops and 2 public hearings, working to create the Budget which is included in this Ordinance. If the Budget is not adopted at tonight's meeting, Council will be required to convene daily for Special Meetings until a final Budget for 2024 is adopted. Washington State Law requires that the 2024 Budget must be adopted and filed with the State by the last business day of this month, which is December 28th.

Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com

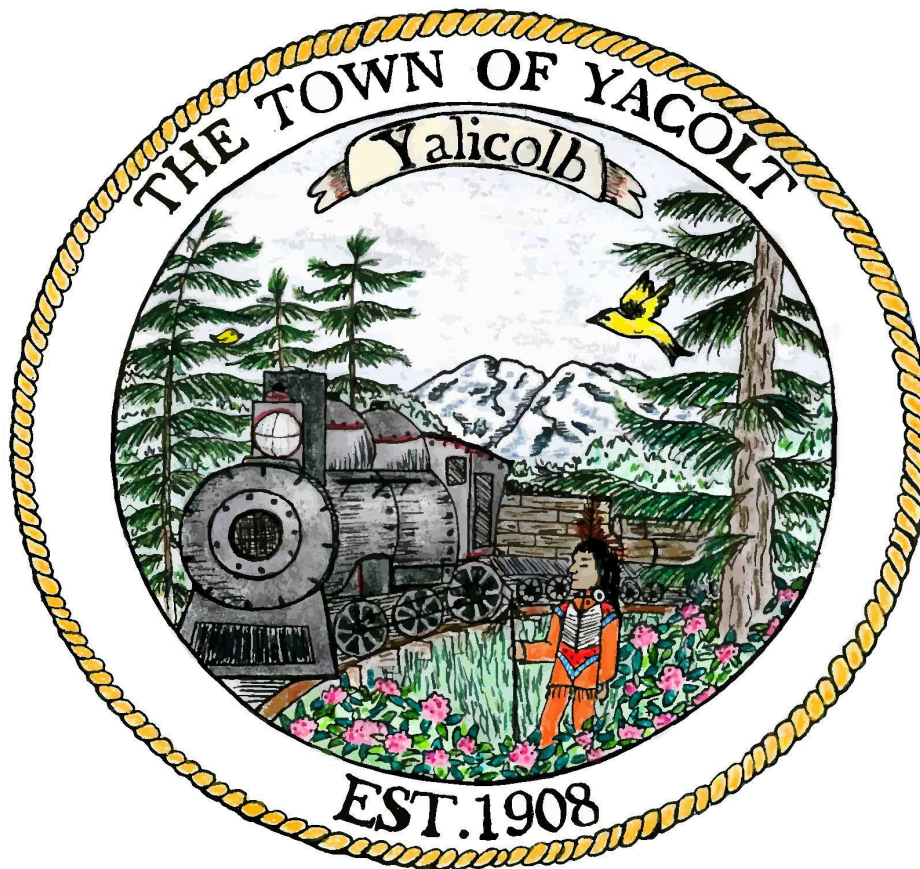
Mayor Katelyn Listek

mayorlistek@townofyacolt.com

(360) 686-3922

TOWN OF YACOLT

2024 BUDGET



TOWN OF YACOLT- 2024 BUDGET

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DIRECTORY OF TOWN OFFICIALS

ELECTED:

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

APPOINTED:

David Ridenour	Town Attorney
Devin Jackson	Town Engineer

EMPLOYEES:

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

MAYOR'S MESSAGE

To the Town Council and Residents of Yacolt,

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

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

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

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

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

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

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

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

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

The budget for 2024 has been developed through many hours of reflection and contemplation with the town's employees, the Town Council, and residents of the town. It reflects our commitment to improve upon the quality of life in Yacolt, and addresses our need

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

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

Respectfully Yours,

Katelyn Listek

TOWN OF YACOLT SALARY SCHEDULE

(TAKES INTO ACCOUNT POTENTIAL WAGE INCREASES)

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

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

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

2024 WAGE DISTRIBUTION OF PAYROLL & BENEFITS TO MULTIPLE FUNDS

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

2024 PROPOSED BUDGET

Fund #	Fund Name	Estimated Beginning Fund Balance	Estimated Revenues (Including Interfund Activity)	Aggregate Total Fund Resources	Total Appropriations (Including Interfund Activity)	Estimated Ending Fund Balance
001	General Fund	\$ 1,300,000	\$ 959,780	\$ 2,259,780	\$ 1,242,550	\$ 1,017,230
002	General Reserve Fund	\$ 353,000	\$ -	\$ 353,000	\$ 300,000	\$ 53,000
101	Street Fund	\$ 120,000	\$ 255,000	\$ 375,000	\$ 332,500	\$ 42,500
103	Cemetery Fund	\$ 35,000	\$ 10,500	\$ 45,500	\$ 26,000	\$ 19,500
105	REET Fund	\$ 240,000	\$ 50,000	\$ 290,000	\$ 115,000	\$ 175,000
114	Park Impact Fees	\$ 70,000	\$ 23,000	\$ 93,000	\$ 20,000	\$ 73,000
115	Transportation Impact Fees	\$ 55,000	\$ 27,000	\$ 82,000	\$ 30,000	\$ 52,000
119	School Impact Fees	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
403	Stormwater Fees	\$ 120,000	\$ 50,000	\$ 170,000	\$ 156,500	\$ 13,500
	Totals	\$ 2,293,000	\$ 1,425,280	\$ 3,718,280	\$ 2,272,550	\$ 1,445,730

ORDINANCE #594

AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING THE FINAL ANNUAL BUDGET FOR THE TOWN OF YACOLT FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024; 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, 2024 to the Town Council and filed the budget with the Town Clerk;

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

Whereas, pursuant to the published notice, the Town held public hearings on November 13, 2023, and December 4, 2023, for the purpose of receiving public comment regarding the preliminary 2024 budget and 2024 revenue sources, and all persons wishing to be heard were heard;

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

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

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

Whereas, the Town Council is in regular session this 11th day of December, 2023, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

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

Section 2 – Adoption of Yacolt’s 2024 Annual Budget: The final annual budget for the Town of Yacolt, Washington, for the fiscal year ending December 31, 2024 is hereby adopted at the fund level in its final form and content as set forth in the document entitled “Town of Yacolt 2024 Budget”, three copies of which are on file in the Office of the Town Clerk.

Section 3 – Summary of Yacolt’s 2024 Annual Budget: The Town’s estimated 2024 resources, including beginning fund balances and revenues for each separate fund, the appropriations authorized by the Town Council in the 2024 budget for each separate fund, and the aggregate totals (net of transactions between funds) for all such funds combined, are set forth in summary form below:

Fund #	Fund Name	Estimated Beginning Fund Balance	Estimated Revenues (Including Interfund Activity)	Aggregate Total Fund Resources	Total Appropriations (Including Interfund Activity)	Estimated Ending Fund Balance
001	General Fund	\$ 1,300,000	\$ 959,780	\$ 2,259,780	\$ 1,242,550	\$ 1,017,230
002	General Reserve Fund	\$ 353,000	\$ -	\$ 353,000	\$ 300,000	\$ 53,000
101	Street Fund	\$ 120,000	\$ 255,000	\$ 375,000	\$ 332,500	\$ 42,500
103	Cemetery Fund	\$ 35,000	\$ 10,500	\$ 45,500	\$ 26,000	\$ 19,500
105	REET Fund	\$ 240,000	\$ 50,000	\$ 290,000	\$ 115,000	\$ 175,000
114	Park Impact Fees	\$ 70,000	\$ 23,000	\$ 93,000	\$ 20,000	\$ 73,000
115	Transportation Impact Fees	\$ 55,000	\$ 27,000	\$ 82,000	\$ 30,000	\$ 52,000
119	School Impact Fees	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
403	Stormwater Fees	\$ 120,000	\$ 50,000	\$ 170,000	\$ 156,500	\$ 13,500
	Totals	\$ 2,293,000	\$ 1,425,280	\$ 3,718,280	\$ 2,272,550	\$ 1,445,730

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

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

Section 6 - Ratification and Confirmation of Prior Acts: All acts taken by Town officers and staff prior to the enactment of this Ordinance that are consistent with and in furtherance of the purpose or intent of this Ordinance are hereby ratified, approved and confirmed by the Town Council. Any expenditure of monies from the existing Funds during fiscal year 2023 and prior to the effective date of this Ordinance is hereby ratified, approved and confirmed. Further, because the Town’s operating budget for fiscal year 2024 relies upon anticipated year-end fund balances derived from revenues collected and expenditures incurred in fiscal year 2023, the Town Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the Town to the extent such revenues and expenditures are in accordance with the Town’s budget for fiscal year 2023 or any subsequent budget amendments formally approved by the Town Council.

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

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

Section 9 – Yacolt Municipal Code: This Ordinance #594 is a special Ordinance of the Town of Yacolt involving the Town’s 2024 budget. Being applicable for only a specific and limited period of time, this Ordinance #594 shall not result in any amendment to the Yacolt Municipal Code.

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

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

**Town of Yacolt - Summary of Ordinance #594
2024 Annual Budget**

The Town Council of the Town of Yacolt adopted Ordinance #594 at its regularly scheduled Town Council meeting held on December 11, 2023. The content of the Ordinance is summarized in its title as follows:

“An Ordinance of the Town of Yacolt, Washington, Adopting the Final Annual Budget for the Town of Yacolt for the Fiscal Year Ending December 31, 2024; 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 20, 2023.

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

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

PASSED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 11th day of December, 2023.

TOWN OF YACOLT

Katelyn J. Listek, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

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

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance #594 of the Town of Yacolt, Washington, entitled "AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING THE FINAL ANNUAL BUDGET FOR THE TOWN OF YACOLT FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024; 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 11, 2023

Published: December 20, 2023

Effective Date: December 20, 2023

Ordinance Number: 594

TOWN OF YACOLT SALARY SCHEDULE

(TAKES INTO ACCOUNT POTENTIAL WAGE INCREASES)

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

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

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

2024 WAGE DISTRIBUTION OF PAYROLL & BENEFITS TO MULTIPLE FUNDS

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



Town of Yacolt Request for Council Action

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

Name: Clerk Fields

Group Name:

Address: 202 W. Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Horses in Backyard for Treatment

Proposed Meeting Date: December 11, 2023

Action Requested of Council: Consider Cindee Clark's new request to keep her horses in her backyard during medical treatment

Proposed Motion: "I move that the Town allows (or does not allow) Cindee Clark to keep her two horses in her backyard in Town until their medical treatment is completed."

Summary/ Background: Cindee Clark had previously kept her horse in her backyard in Town, and was told she had to move the horse because it was against Yacolt's Municipal Code to keep livestock in Town. So she moved the horse to a property south of Town. Since then, she acquired another horse, which she also kept south of Town. A few weeks ago, she discovered that the horses were covered in ticks. She was advised that the ticks were likely on the ground where she was keeping her horses, and that she should move them to another location to treat them in order to avoid re-infestation. So she brought both horses to her home on Jones Street and has been keeping them in the backyard during treatment. The treatment must be re-applied every two weeks. She is asking for permission to keep the horses in her backyard until their treatment regimen is complete, likely through the end of December. Cindee will be at this meeting to explain further and answer questions.

Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com
(360) 686-3922



Town of Yacolt

Request for Council Action

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

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

Group Name: Staff

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

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

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

Alt. Phone:

ITEM INFORMATION:

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

Proposed Meeting Date: December 11, 2023.

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

Proposed Motion: "I move that Yacolt agree to extend its Interlocal Agreement with Ridgefield and La Center for joint representation on the C-Tran Board of Directors through 2028 by authorizing the Mayor to sign Resolution #621 as presented."

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

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

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

Attachments:

Resolution #621, (Proposed).

Amendment No. 1 to Interlocal Agreement, (2019-2023). (3 pages)

Original Interlocal Agreement, (2016-2018). (7 pages)

Staff Contact(s):

Stephanie Fields, Town Clerk.

David W. Ridenour, Town Attorney.

Resolution #621

A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION OF YACOLT'S INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF RIDGEFIELD AND LA CENTER FOR JOINT REPRESENTATION ON THE C-TRAN BOARD OF DIRECTORS

Whereas, the Town of Yacolt, (hereafter “*Yacolt*” or “*Town*”), is a component municipality and member of the Clark County Public Transportation Benefit Area, (hereafter “*C-Tran*”);

Whereas, Yacolt is entitled to representation on the Board of Directors of C-Tran with the Cities of Ridgefield and La Center through a joint representative;

Whereas, Yacolt, Ridgefield and La Center, (hereafter collectively “*the Parties*”), recognize the need for and the benefit of formal procedures and agreements for appointing their representatives to the C-Tran Board of Directors;

Whereas, the Parties entered into an interlocal agreement entitled “Interlocal Agreement Between the City of Ridgefield, the City of La Center, and the Town of Yacolt for Joint Representation on the C-Tran Board of Directors” which was recorded under Clark County Auditor’s Number 5254112-IA on February 3, 2016, (hereafter “*the Agreement*”);

Whereas, the term of the Agreement was extended to December 31, 2023, by a written amendment to the Agreement executed in December, 2018, entitled “Amendment No. 1 to the Interlocal Agreement Between the City of Ridgefield, the City of La Center, and the Town of Yacolt for Joint Representation on the C-Tran Board of Directors”;

Whereas, the Parties have proposed to extend the amended Agreement by executing an extension agreement entitled “Amendment No. 2 to the Interlocal Agreement Between the City of Ridgefield, the City of La Center, and the Town of Yacolt for Joint Representation on the C-Tran Board of Directors”, a copy of which is attached hereto as Exhibit A, (hereafter, “*the Interlocal Agreement Extension*”);

Whereas, the Parties desire to continue their participation in the Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act;

Whereas, the Town Council of Yacolt has determined that it is in the public interest to authorize the Mayor of Yacolt to execute the proposed Interlocal Agreement Extension, extending the Agreement to December 31, 2028; and,

Whereas, the Town Council is in regular session this 11th day of December, 2023, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

Section 1 - Approval of Agreement: The Interlocal Agreement Extension, 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 and directed to execute the Interlocal Agreement Extension in a form substantially similar to Exhibit A, for and on behalf of the Town of Yacolt.

Section 2 – 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 #621

The Town Council of the Town of Yacolt adopted Resolution #621 at its regularly scheduled Town Council meeting held on December 11, 2023. The content of the Resolution is summarized in its title as follows: “A Resolution of the Town of Yacolt, Washington, Authorizing the Mayor to Execute an Extension of Yacolt’s Intergovernmental Agreement with the Cities of Ridgefield and La Center for Joint Representation on the C-Tran Board of Directors”. The effective date of the Resolution is December 11, 2023.

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 20th day of December, 2023.
Yacolt Town Clerk.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 11th day of December, 2023.

TOWN OF YACOLT

Katelyn J. Listek, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

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

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #621 of the Town of Yacolt, Washington, entitled "A Resolution of the Town of Yacolt, Washington, Authorizing the Mayor to Execute an Extension of Yacolt's Intergovernmental Agreement with the Cities of Ridgefield and La Center for Joint Representation on the C-Tran Board of Directors" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Stephanie Fields, Town Clerk

Approved: December 11, 2023

Published: December 20, 2023

Effective Date: December 11, 2023

Resolution Number: 621

EXHIBIT A to Resolution #621

Amendment No. 2 to the

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

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

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

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

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

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

Now Therefore, the Parties mutually agree as follows:

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

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

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

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

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

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

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

City of Ridgefield, a Washington municipal corporation

By: Exhibit Copy
Steve Stuart, City Manager

Date: _____

Attest: _____
Julie Ferriss, City Clerk

Approved as to form: _____
Janean Parker, City Attorney

Town of Yacolt, a Washington municipal corporation

By: Exhibit Copy
Katelyn J. Listek, Mayor

Date: _____

Attest: _____
Stephanie Fields, Town Clerk

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

City of La Center, a Washington municipal corporation

By: Exhibit Copy
Thomas Strobehn, Mayor

Date: _____

Attest: _____
Maria Swinger-Inskeep, City Clerk

Approved as to form: _____
Bronson Potter, City Attorney

5254112 I_H

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



After recording mail to:

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

INTERLOCAL AGREEMENT

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

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

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

RECITALS

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

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

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

NOW THEREFORE, the Parties mutually agree as follows:

AGREEMENT

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

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

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

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

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

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

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

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

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

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

5. **TERMINATION OF AGREEMENT.**

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

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

///

A). If to Ridgefield:

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

B). If to La Center:

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

C). If to Yacolt:

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

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

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

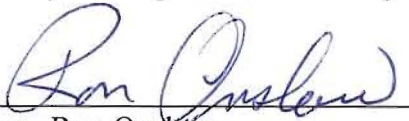
///

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

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

"Ridgefield"

The City of Ridgefield, a Washington municipal corporation:

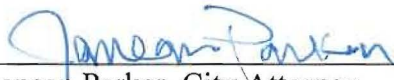
By: 
Name: Ron Onslow
Title: Mayor

1/15/16
Date

Attest: 
Lee Knotterus, City Clerk

1-20-16
Date

Approved as to form only:


Janean Parker, City Attorney

1-14-16

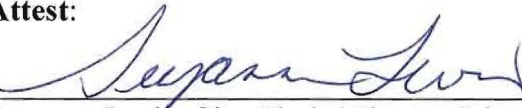
"La Center"

The City of La Center, a Washington municipal corporation:

By: 
Name: Greg Thornton
Title: Mayor

1-25-16

Attest:


Suzanne Lewis, City Clerk / Finance Director

1-25-16

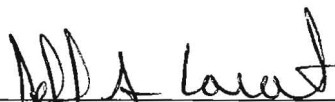
Approved as to form only:


Daniel Kearns, City Attorney

Jan 22, 2016

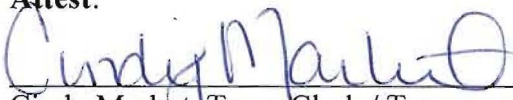
"Yacolt"

The Town of Yacolt, a Washington municipal corporation:

By: 
Name: Jeff Carothers
Title: Mayor

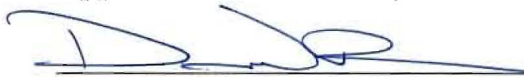
12/31/15

Attest:


Cindy Marbut, Town Clerk / Treasurer

12/31/15

Approved as to form only:


David W. Ridenour, Town Attorney

1-7-16

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

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

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

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

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

Now Therefore, the Parties mutually agree as follows:

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

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

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

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

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

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

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

"Ridgefield"

The City of Ridgefield, a Washington municipal corporation:

By: 

Name: Steve Stuart

Title: City Manager

Date: December 13, 2018

Attest:



Lee Knottnerus, City Clerk



Approved as ~~to form~~ only:



Janean Parker, City Attorney

"La Center"

The City of La Center, a Washington municipal corporation:

By: 

Name: Greg Thornton

Title: Mayor

Attest:



Suzanne Lewis, City Clerk / Finance Director
Dustin Bailey Manager

Approved as to form only:



Daniel Kearns, City Attorney

"Yacolt"

The Town of Yacolt, a Washington municipal corporation:

By: 

Name: Vincent A. Myers

Title: Mayor

Attest:



Dawn Salisbury, Town Clerk / Treasurer

Approved as to form only:

Town Attorney



Town of Yacolt

Request for Council Action

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

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

Group Name: Staff

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

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

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

Alt. Phone:

ITEM INFORMATION:

Item Title: Select Yacolt's Representative for C-Tran Business under the Town's Interlocal Agreement with Ridgefield and La Center for Joint Representation on the C-Tran Board of Directors.

Proposed Meeting Date: December 11, 2023.

Action Requested of Council: Select a representative to coordinate with representatives from Ridgefield and La Center regarding C-Tran matters in 2024.

Proposed Motion: "I move that the Council designate _____ to be the Town's representative during 2024 for C-Tran matters under Yacolt's Interlocal Agreement with Ridgefield and La Center".

Summary/ Background: In 2015, Yacolt entered into an Interlocal Agreement with the Cities of Ridgefield and La Center to describe how the three communities would share one seat on the C-Tran Board of Directors. Every year in December, each municipality selects a representative from among its elected officials to serve as a point of contact for C-Tran business under that Interlocal Agreement during the following calendar year. (See Paragraph 3 of the Interlocal Agreement.)

According to the current Agreement, a representative of Ridgefield will represent Yacolt and La Center on the C-Tran Board of Directors during 2024. A representative from Yacolt or La Center will serve as the alternate on the Board when the primary representative is absent or unable to serve.

According to C-Tran's Bylaws, each of the member local governments in C-Tran must designate its representative(s) to the Board of Directors in December for the ensuing year.

Attachments:

(See attachments to Agenda Item for Resolution #621, Extension to the Interlocal Agreement for Joint Representation on the C-Tran Board.

Staff Contact(s):

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



Town of Yacolt

Request for Council Action

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

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

Group Name: Staff

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

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

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

Alt. Phone:

ITEM INFORMATION:

Item Title: Review Application by “Lumen” and proposed Right-of-Way Use Agreement for relocation of CenturyLink utilities adjacent to the Rotschy subdivision on Parcell and Railroad Avenue.

Proposed Meeting Date: December 11, 2023.

Action Requested of Council: Review proposed Right-of-Way Use Agreement.

Proposed Motion: “I move that the Council approve the proposed Right-of-Way Use Agreement with Lumen, to include no requirement for a bond or cash security, and limiting insurance requirements as the Mayor, Town Clerk and Town Attorney determine is acceptable under the circumstances.”

Summary/ Background: As part of the work to construct the subdivision at Railroad Avenue, the developer (Rotschy) has contracted with Lumen (CenturyLink) to relocate poles and telephone lines along Parcell and Railroad Avenue. Staff is satisfied with the building permit Application for the work and is prepared to approve the project under Resolution #607.

The proposed work also affects public rights-of-way. When public property is involved, it is appropriate for the Council to consider the terms of an Agreement that protects the Town’s interests.

Staff has been developing a Right-of-Way Use Agreement for situations like this over the last couple years. For this project, staff believes the

Town would be reasonably well protected by the terms of the draft Agreement with two proposed major changes.

- 1). Staff proposes that the Town enter the Agreement without any requirement for a cash bond from the Applicant or contractor.
- 2). Staff proposes to replace the insurance provision (Paragraph 11) with a much shorter and more limited paragraph requiring basic protections including minimum \$1,000,000/\$2,000,000 aggregate liability coverage, naming the Town and its agents as additional insureds, and perhaps other common terms that would be appropriate for this project.

The key Application materials and draft Right-of-Way Use Agreement are included for the Council's review. Staff will be prepared to discuss the Agreement with the Council during the meeting. Staff is proposing that the Council generally approve the Agreement, authorizing the Mayor and staff to negotiate acceptable terms with the Applicant, eliminating the bond requirement, and dramatically simplifying the existing insurance requirements.

Attachments:

1. Application package by Lumen for utility work.
2. Draft Right-of-Way Use Agreement.

Staff Contact(s):

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



Town of Yacolt

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

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

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

Office Use Only

Date Received: _____
Reply Deadline: _____
Permit Name: _____
Permit Number: _____
Issue Date: _____

Master Permit Application

(Attach additional pages if you need more space.)

General Project Description

Please describe the proposed project, including the existing use(s) of the property, proposed use(s) of the property, and all expected land use and construction elements.

Land Use Elements: (e.g., subdivision, short plat, variance, conditional use permit, road access, zoning, SEPA, etc.)

Construction Elements: (e.g., new construction/remodel/addition, commercial, single-family home, multi-family, detached garage, accessory building, fence, demolition, re-roof, right-of-way work, etc.)

Estimated Total Cost of the Project, (labor and material): \$ _____

Property Information

Property Street Address: _____

Tax Parcel Number(s): _____

Legal Description: _____

Owners' Name(s): _____

Owners' Mailing Address: _____

Owners' Phone Number(s): _____

Owners' Cell Phone Number(s): _____

Owners' Email Addresses: _____

Occupants' Name(s): _____

Occupants' Phone Number(s): _____

Occupants' Cell Phone Number(s): _____

Occupants' Email Addresses: _____

Other Contact Information

(If not applicable to the Project, please indicate "N/A" below.)

Primary Contact Information

Contact Person: _____
Company Name: _____
Contact Address: _____
Phone Number(s) (incl. cell): _____
Contact Email Address: _____

Project Manager / Other Authorized Representative

Company Name: _____
Company Address: _____
Company Phone Number(s): _____
Contact Name: _____
Contact Email Address: _____
Contact Phone, (incl. cell): _____

Contractor Information (Must be provided prior to issuance of permit)

Contractor Company Name: _____
Company Address: _____
Company Phone Number(s): _____
Contact Name: _____
Contact Email Address: _____
Contact Phone: _____
Contractor's WA State UBI Number: _____
Contractor's WA L&I License Number: _____
Contractor's WA State Contractor's License Number: _____
Licensing Bond, (company and amount): _____

☐ Attach or enclose a copy of current contractor registration card for verification purposes.

If Construction by Owner: If the project will be constructed or partially-constructed by the property owner, confirm that you have read the contractor licensing requirements? ☐ Yes ☐ No
Cite exemption number in RCW 18.27: _____

OR

If Owner is Contractor: I have read RCW 18.27.010 relating to definitions of general contractors and specialty contractors, and RCW 18.27.110 which prohibits the issuance of permits without proof of registration, and verify that the owner is a contractor.

Signature: _____	Date: _____
Printed Name: _____	Title: _____
Signature: _____	Date: _____
Printed Name: _____	Title: _____

Other Consultant(s) (Civil engineer, architect, sub-contractor, etc.)

Company Name: _____
Company Address: _____
Company Phone Number(s): _____
WA State UBI Number: _____
WA State Licensing Information: _____
Contact Person: _____
Contact Email Address: _____
Contact Phone: _____

Financial Responsibility

Financially Responsible Party/Parties *(Application processing fees, processing costs, impact fees, etc.)*

Name(s): _____
Company Name: _____
Mailing Address: _____
Phone Number(s) (incl. cell): _____
Email Address: _____

Construction Financing *(Lender information is only required for projects over \$5,000.)*

This project is: ☐ Funded Solely by the Owner ☐ Funded by a Lender

Construction Lender *(Any lender associated with the project by providing interim construction financing.)*

Lender Name: _____
Branch Name: _____
Mailing Address: _____
Phone Number(s): _____

Payment Bond *(Any firm associated with the project by providing a payment bond on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than fifty percent of the total amount of the construction project.)*

Bonding Company Name: _____
Mailing Address: _____
Phone Number(s): _____
Bond Number / Detail: _____

Note: If any information about the construction lender or payment bond is not available at the time this application is submitted, you must so state. The applicant must provide the remaining information as soon as the applicant can reasonably obtain such information.

Acknowledgements

(All property owners, applicants and financially responsible parties must sign and date this Master Permit Application.)

1. *I certify that I am the owner of this property or the owner's authorized agent. If acting as an authorized agent, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such application. I certify, under penalty of perjury, under the laws of the State of Washington, that the information provided is true and correct.*
2. *I will comply with all provisions of law and ordinance governing this type of application. I understand that false statements, errors, and/or omissions may be sufficient cause for delay, denial or revocation of the permit. If the scope of work requires a licensed contractor to perform the work, the contractor's information will be provided prior to permit issuance.*
3. *I authorize employees and agents of the Town of Yacolt to enter onto the property which is the subject of this application at any reasonable time to examine the property, to take photographs, to post public notices, and to perform any other act reasonably necessary to process this application.*
4. *This Master Permit Application, together with all other submittals as may be required by the Town of Yacolt, constitutes my request and application for a building and/or land use permit. I certify that my submittal package*

contains the required information and is accurate. If my application submittal package is not correct and complete, I understand that my application will not be accepted, and that I will be required to re-apply when I have all the required information.

Signature: Melissa Lacy Date: _____
Printed Name: _____ Title: _____

Signature: _____ Date: _____
Printed Name: _____ Title: _____

Signature: _____ Date: _____
Printed Name: _____ Title: _____

Signature: _____ Date: _____
Printed Name: _____ Title: _____

Clark Public Utilities
NE Railroad Ave and S Parcel Ave

Plans Prepared For:

LUMEN®

Plans Prepared By:

TERRA
A CONGRUEX® COMPANY

Contact Information:

Project Manager
TT Eng: Steven Ives
Phone: 720-219-4160
E-mail: sives@terratechllc.net
TT #: terr-1010270
<http://www.terratechllc.net>

Field Engineer
TT Eng: Cory Coate
Phone: 503-961-5023
E-mail: ccoate@terratechllc.net
TT #: terr-1010270
<http://www.terratechllc.net>

NOTES:

ALL EXISTING AND PROPOSED CONDITIONS ARE BASED ON INFORMATION PROVIDED BY OTHERS. LUMEN CANNOT BE RESPONSIBLE FOR THE ACCURACY OF INFORMATION AND/OR PLANS PROVIDED BY OUTSIDE PARTIES. FACILITY LOCATIONS, DEPTHS AND ELEVATIONS SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PROPOSED DESIGN MODIFICATIONS ARE RECOMMENDATIONS ONLY AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.



Know what's below.
Call before you dig.

LOCATION MAP ↑
NOT TO SCALE

FOR REFERENCE ONLY

LUMEN JOB: P.148135
GEO CODE:
WC CLLI: YCLTWAXA
ENGINEER: DALE JOHNSON
PHONE: 564-888-2019
EMAIL: dale.johnson@lumen.com
CPA:
PHONE:
EMAIL:

Index of Sheets:

- 1 Cover Sheet
- 2 Legend
- 3-4 Utility plans

Estimated % Design Drawings:

2% Submittal

Received File from Jurisdiction Date: 1-10-2022

Civil Base Map Color Key:

Existing Facilities
Conflict Mitigation Action
(Proposed Facilities)
Removals and abandonment
Additional Information Needed/Notes

REV.	DATE	DESCRIPTION
1	10-18-23	Initial Drawing
SHEET 1 of 5		
DATE: 10-18-23		

LEGEND

Symbols

	Existing Lumen pedestal
	New Lumen pedestal
	Existing Lumen pedestal to be removed
	Existing Lumen SAI (serving area interface)
	New Lumen SAI (serving area interface)
	Existing Lumen SAI to be removed or abandoned
	Existing Lumen handhole
	New Lumen handhole
	Existing Lumen handhole to be removed
	Existing Lumen manhole (various sizes)
	New Lumen manhole (various sizes)
	Existing Lumen double lidded manhole (various sizes)
	New Lumen double lidded manhole (various sizes)
	Existing Lumen manhole to be removed or abandoned (all sizes and types)
	Existing Lumen power pedestal
	New Lumen power pedestal
	Existing Lumen repeater
	New Lumen repeater
	Existing Lumen repeater to be removed
	Existing Lumen cool ped. - fiber/electronics
	New Lumen cool ped. - fiber/electronics
	Existing Lumen RT (remote terminal)
	New Lumen RT (remote terminal)
	Existing Lumen pole
	New Lumen pole
	Existing Lumen pole to be removed
	Existing Lumen down guy and anchor
	New Lumen down guy and anchor
	New Lumen sidewalk down guy and anchor
	Existing joint use pole
	New joint use pole
	Existing foreign owned (e.g. power)
	New foreign owned (e.g. power)

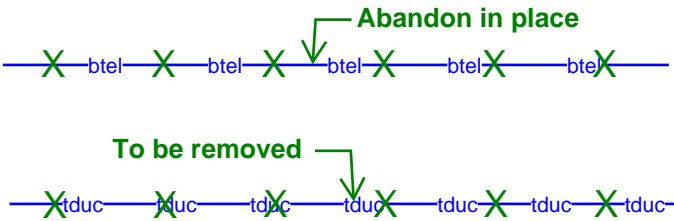
Line Types

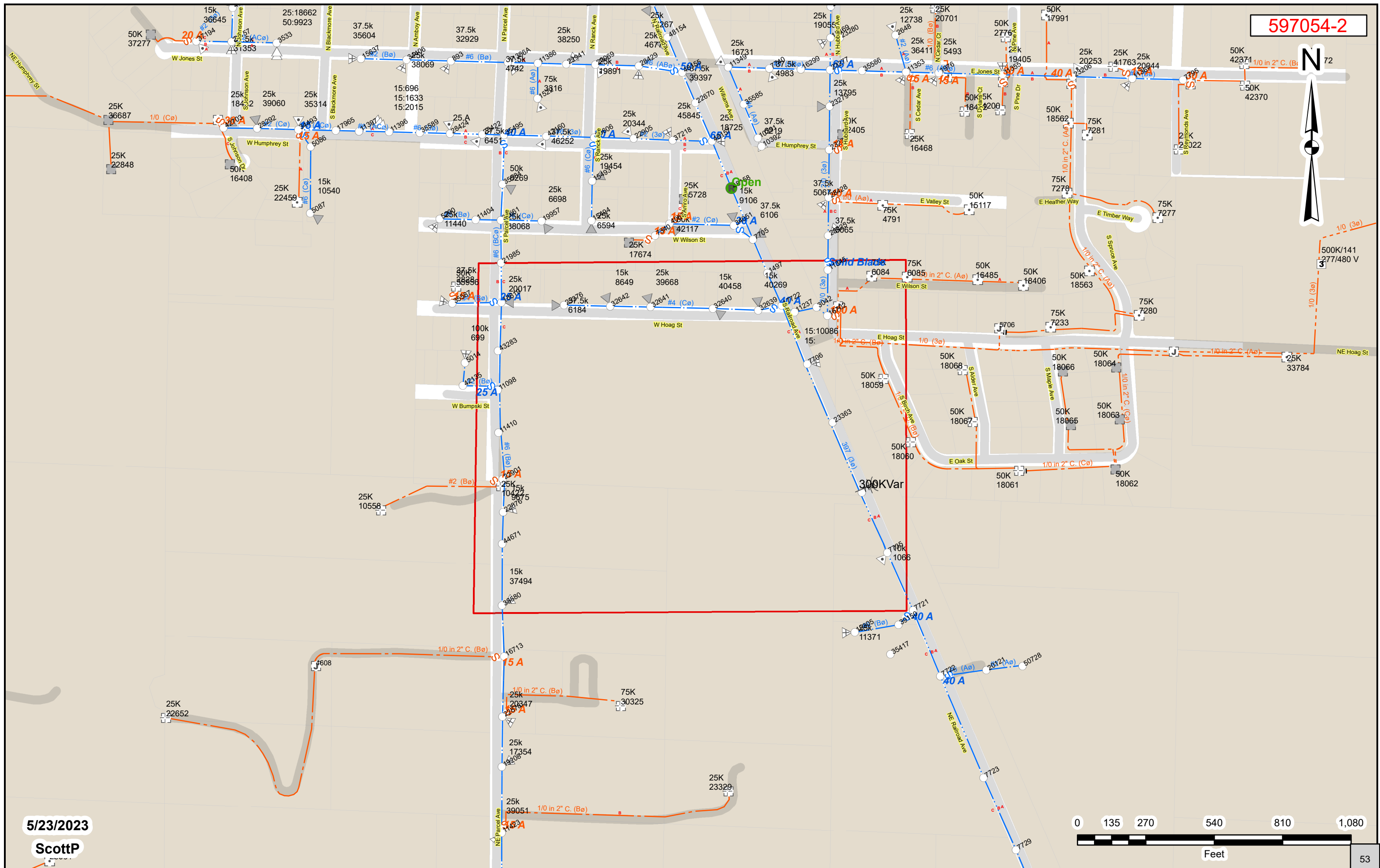
	Existing buried fiber optic
	New buried fiber optic
	Existing aerial fiber optic
	New aerial fiber optic
	Existing overhead telephone line
	New overhead telephone line
	Existing buried telephone line
	New buried telephone line
	Existing telephone duct run
	New telephone duct run
	Existing buried service wire
	New buried service wire
	Existing aerial service wire
	New aerial service wire
	Existing buried splice
	New buried splice
	Existing Lumen cable or conduit to be removed or abandoned
	Lower cable or conduit
	Raise cable or conduit
	New underground bore
	New placement by plow
	New placement by trenching
	Temporary ground lay

Abbreviations

ct. = Count
pr. = Pair
pp = Pending Placement
ug. = Underground
ex. = Existing

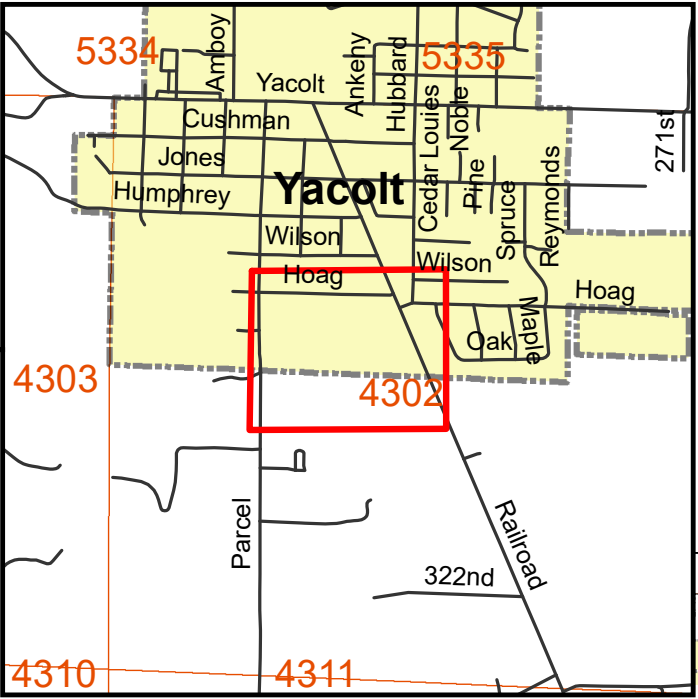
Cable to be removed or abandoned as shown.







- LUMEN TO**
- WL 1 **TRANSFER EXISTING LINES TO NEW CPU POLE**
 - WL 2 **TRANSFER EXISTING LINES TO NEW CPU POLE**
 - WL 3 **TRANSFER EXISTING LINES TO NEW CPU POLE**
 - WL 4 **TRANSFER EXISTING LINES TO NEW CPU POLE**
 - WL 5 **TRANSFER EXISTING LINES TO NEW CPU POLE**
 - WL 6 **TRANSFER EXISTING LINES TO NEW CPU POLE**
 - WL 7 **TRANSFER EXISTING LINES TO NEW CPU POLE AND ADJUST EXISTING BURIED CABLE OVER TO NEW POLE**



WL	WF	Pad/Pole	KVA	PUD#	Serial#	MFG BY	TAP	PH	IMP
3	REMOVE	POLE	15				95		

Cable Stamp (7)-(7)

Manuf: _____

Manuf. Date: _____

Size: 1/0

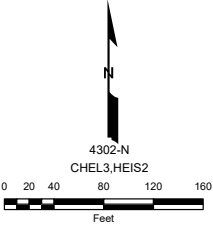
Jacketed: Yes ☒ No ☐

Type: EPR ☒ XLPE ☐

Conduit Size: _____

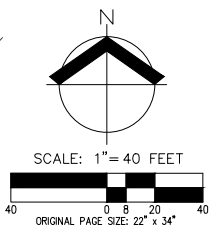
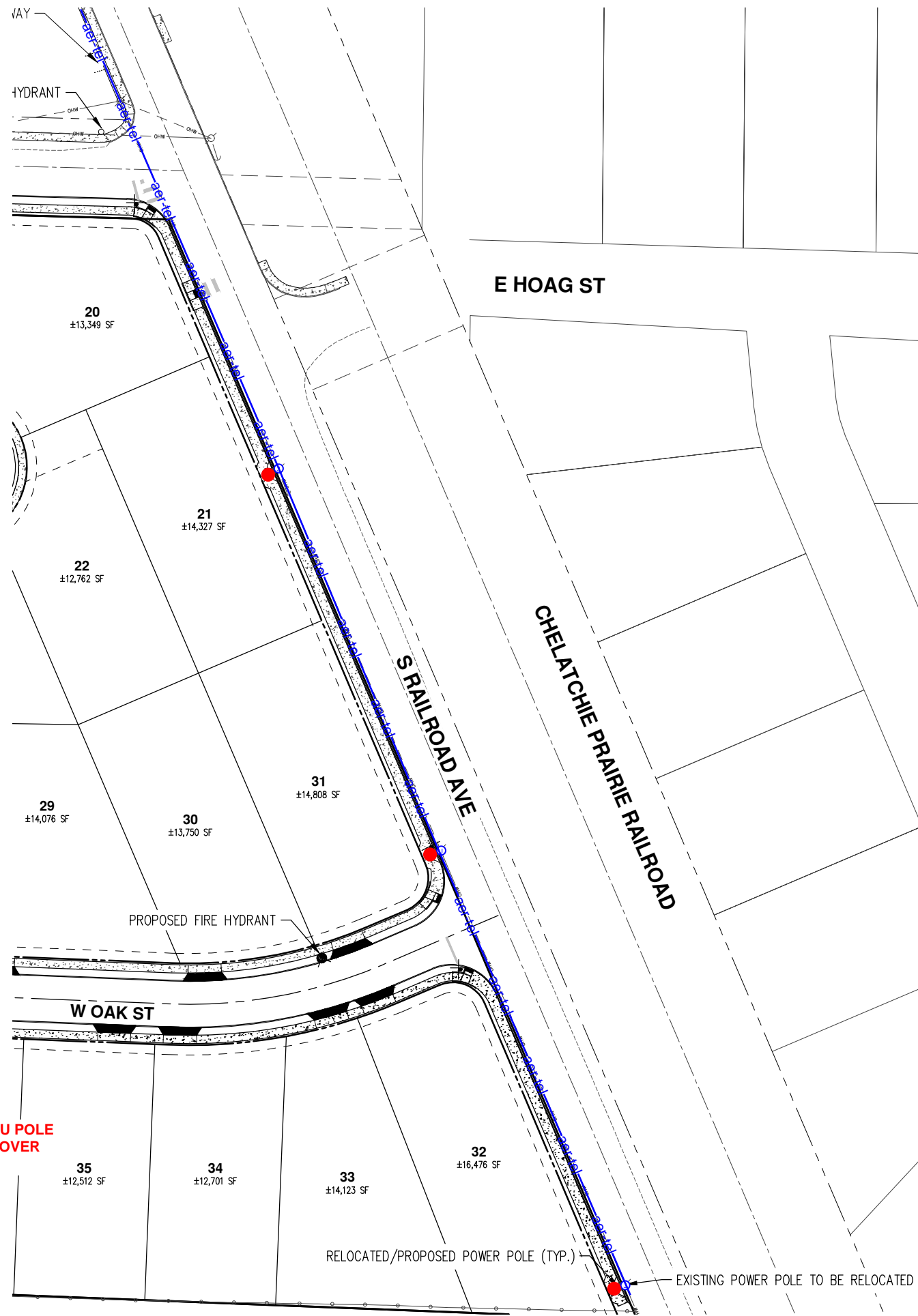
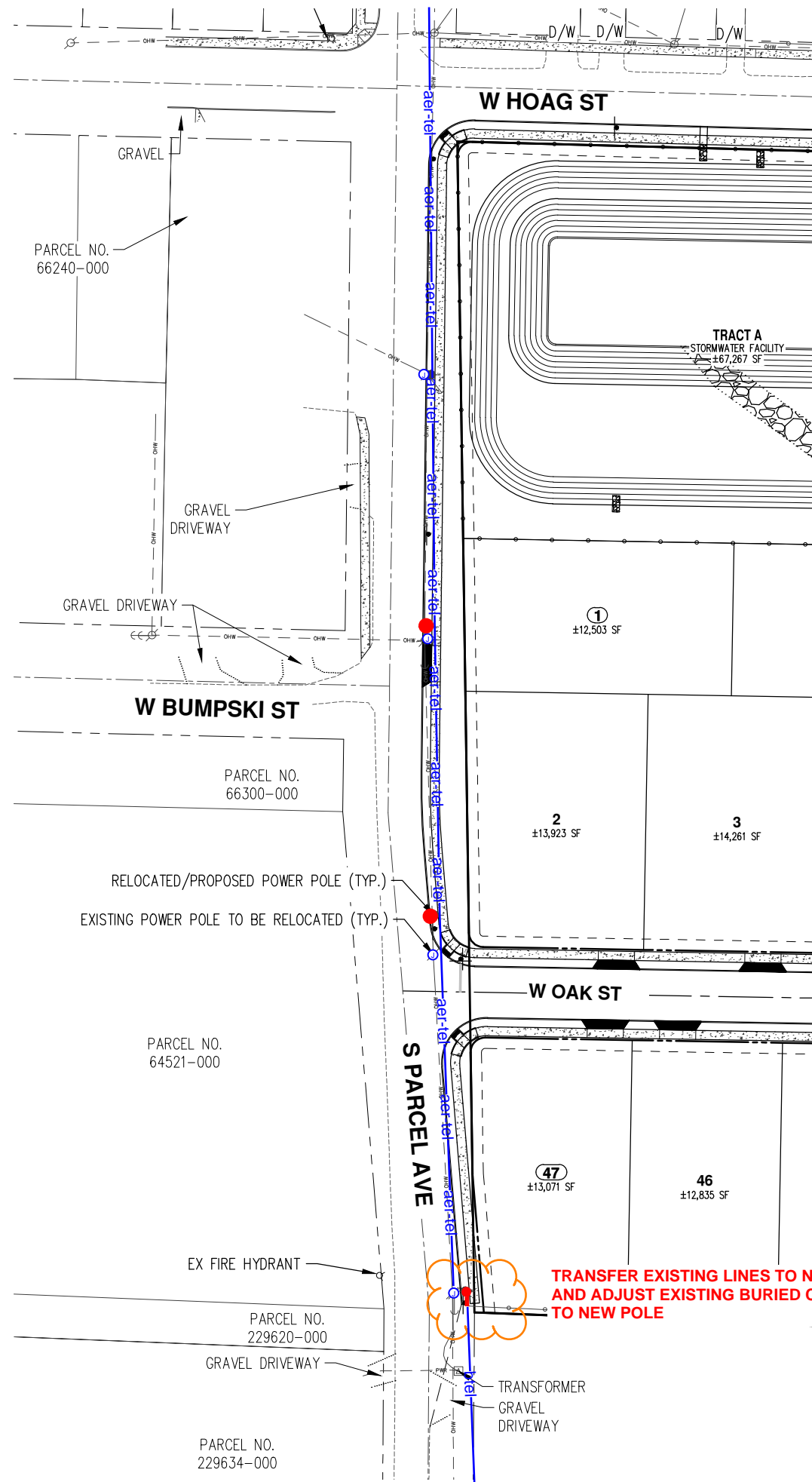
INSTALL: (7) 50C4, (1) 45C4, (1) 35C4, (5) ANCHORS, (4) SIDEWALK GUYS, (2) SPAN GUYS, (1) 10BM, (1) U1REMOVE: (1) 15BM, (1) 10BM, TOP AND ABANDON (8) POLES

PURPOSE: _____



Clark Public Utilities	
ROTSCHY INC	
RAILROAD AVE	
RAILROAD AVE	
DESIGN BY: SPALMQUIST	ACCTG # 13-B-00101
DATE: 05/23/23	Sheet 4 of 5
WORK REQUEST # 597054-2	

AKS DRAWING FILE: 8706_20230411 POWER POLE EXHIBIT.DWG | LAYOUT: 1



NE RAILROAD AVE SUBDIVISION
CONSTRUCTION PLANS
TOWN OF YACOLT WASHINGTON
NW & NE 1/4 OF SEC. 2, T4N, R3E, W.M.
PARCEL NO. 64522-000

S RAILROAD AVENUE AND
S PARCEL AVENUE POWER
POLE EXHIBIT

DESIGNED BY: JRS
DRAWN BY: JTG
MANAGED BY: SMH
CHECKED BY: SMH
DATE: 4/11/2023

OWNER
JORGENSEN TIMBER, LLC.
PO BOX 1503
CHEHALIS, WA 98532

JOB NUMBER
8706

Sheet 55

TCP 9

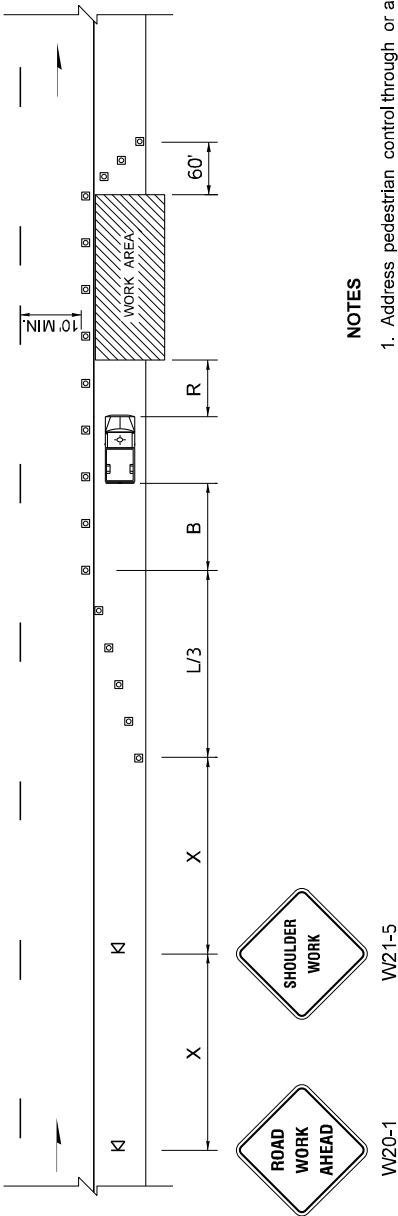
Typical Shoulder Closure - Low Speed (40 MPH or Less)

SIGN SPACING ■ X (1)					SHOULDER CLOSURE TAPER LENGTH ■ L/3					LONGITUDINAL BUFFER SPACE ■ B				
RURAL ROADS & URBAN ARTERIALS		35-40 MPH		350' +/-	SHOULDER WIDTH (feet)		SPEED (MPH)		20	25	30	35	40	
RURAL ROADS & URBAN ARTERIALS		25-30 MPH		200' +/- (2)	6		L/3 (feet)		40	40	40	60	60	
RESIDENTIAL & BUSINESS DISTRICTS					10				40	40	60	90	90	
URBAN STREETS		25 MPH OR LESS		100' +/- (2)	FOR SHOULDERS LESS THAN 6', USE 3 DEVICES MINIMUM									
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.														
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.														
ALL SIGNS ARE 48" X 48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED														

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
35-40	30	60
20-30	20	40

PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R		
NO SPECIFIED DISTANCE REQUIRED. STRATEGICALLY POSITION WORK VEHICLE TO PROTECT WORK CREW.		

STATIONARY TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R		
HOST VEHICLE WEIGHT	R	
9,900 TO 22,000 lbs.	100'	
22,001+ lbs.	74'	



- NOTES**
- 1. Address pedestrian control through or around the work area.
 - 2. When used, device spacing for the downstream taper should be 20' O.C.

LEGEND

K SIGN LOCATION

CHANNELIZING DEVICES

PROTECTIVE VEHICLE - RECOMMENDED

TYPICAL SHOULDER CLOSURE - LOW SPEED (40 MPH OR LESS)
TCP 9

DRAFT
RIGHT-OF-WAY USE AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of December, 2023, by and between the Town of Yacolt, a Washington municipal corporation, (“Town” or “Yacolt”), and **Lumen**, (or “Permittee”).

Whereas, Yacolt is the owner / holder of certain roadways and rights-of-way within its municipal boundaries;

Whereas, Lumen desires a permit from Yacolt to perform utility work in Yacolt’s right-of-ways, (specifically, S. Parcel Ave. and S. Railroad Ave.):

Now therefore, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Authority Granted:** Yacolt hereby grants to Permittee the right, privilege, and authority to enter and use the specified right-of-way for the purpose of maintaining, repairing, removing and/or installing the identified facilities subject to the terms and conditions set forth herein,
2. **Information to be Provided by Permittee:**
 - 2.1. Plans for the proposed work. Narrative and illustrative plans should describe the plans and specifications for the project, including the proposed start date and the estimated time to complete the work. A site plan should show the precise location of any and all facilities work under this Agreement. The site plan should include street names, property addresses, fire hydrants, curb cuts and driveways, and other significant physical features in the vicinity. The plans should also include a detailed construction schedule showing an accurate timeline of all work activities and the expected durations of those activities. (**Already received Site Plans**)
 - 2.2. Traffic control plans. Traffic control plans should be consistent with the most recent edition of the Manual of Uniform Traffic Control Devices (MUTCD). (**Already Received.**)
 - 2.3. Contractor information. Information about the Permittee’s contractor should include general contact information for the business, contractor licensing and bonding information, and contact information for onsite supervisor(s) of the project, (email and cell phone numbers). (**Already Received.**)
 - 2.4. Cost recovery agreement. (**Already received.**)
3. **Right-of-Way Use Requirements:** Unless otherwise directed or approved by the Town or the Town Engineer, the Permittee’s rights under this Permit / Agreement are subject to the following requirements:
 - 3.1. Compliance with applicable laws and regulations. Comply with the Town of Yacolt Engineering Standards for Public Works Construction, including all updated and current versions of standard specifications referenced therein. Comply with applicable ordinances, construction codes, regulations, standards, and all other applicable local, state and federal laws and regulations, including safety laws and standards. Comply with orders of the Town and the Town Engineer relating to the performance of the work performed under and pursuant to this Agreement.
 - 3.2. Business license. The Permittee’s contractor shall have or obtain a Yacolt Business License.
 - 3.3. Traffic Control. The Permittee shall maintain at least one lane of traffic at all times unless approval for a road closure permit has been obtained. Place traffic signs in accordance with the latest edition of the MUTCD or as directed by the Town Engineer. Erect, maintain, and provide proper lighting on such barriers and warning signs during the progress of the work as may be necessary or as may be directed by the Town Engineer for the protection of the traveling public. Make no excavation and place no obstacle within the limits of a County road in such a manner as to unreasonably interfere with the travel over said road.

- 3.4. General use of right-of-way. Permittee shall ensure that facilities are installed, maintained, repaired, and removed within the right-of-way in such a manner and at such points so as not to unreasonably inconvenience the public use of the right-of-way or to adversely affect the public health, safety, and welfare.
- 3.5. Notices. The Permittee shall provide at least three (3) business days' prior notice of the work and reasonably coordinate with North County Fire District 13; North County EMS; Waste Connections of Washington, Inc., (recycling); Waste Control, Inc., (garbage); and all affected residents and business. Provide copies of all written notices to the Town.
- 3.6. Working hours. Perform the work only between the hours of 7:00 a.m. to 6:00 p.m. on non-holiday weekdays, Monday through Friday, except for emergencies, or as otherwise approved by the Town Engineer. Requests for working after hours shall be submitted to the Town Engineer at least one week before the after-hours work is scheduled to begin.
- 3.7. Responsibility for and Supervision of Construction. The Permittee shall be solely responsible for all construction under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of all work. The Permittee shall supervise and direct the work to the best of its ability, and give the project all attention necessary for such proper supervision and direction.
- 3.8. Safety precautions and programs. The Permittee has an overall duty to provide and oversee all safety orders, precautions, and programs necessary to the reasonable safety of the work, except that the Permittee's contractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. In this regard, the Permittee shall take reasonable precautions for the safety of all employees and other persons whom the work might affect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent to the construction site, complying with all applicable safety laws, ordinances, rules, regulations, and orders.
- 3.9. Financial responsibility for work. The Permittee shall install, operate, and maintain its facilities at its expense.
- 3.10. Trenching, pavement cuts, temporary steel plating, and general restoration requirements. The Permittee shall conduct its work in accordance with the specifications described in the approved plans and submittals for the work.
- 3.11. Clean-up and restoration. The Permittee shall keep the work premises and adjoining ways free of waste material and rubbish caused by its work or that of its contractors. The Permittee further agrees to remove all such waste material and rubbish on termination of the project, together with all tools, equipment, machinery, and surplus materials. The Permittee shall place crushed rock on any roadway shoulders that are disturbed during construction. The Permittee shall restore the right-of-way as near as possible to its original condition before the permitted work began at the Permittee's sole expense.
4. **Right-of-Way Use Conditions:** Unless otherwise directed or approved by the Town or the Town Engineer, the Permittee's rights under this permit and Agreement are conditioned upon the following:
 - 4.1. Approval of submittals. Approval of the Permittee's submittals described in Section 2 above by the Town or the Town Engineer. [The approved submittals shall be considered part of the contract documents for the project.]
 - 4.2. Approval of performance. The satisfaction of the Town Engineer with the Permittee's performance of the Work. Any of the work not completed according to the provisions set forth in this permit and Agreement may be completed by the Town and charged to the Permittee.

- 4.3. Nuisances. If complaints are received regarding nuisances caused by the Permittee's use of the right-of-way, (e.g. noise, odors, etc), further reasonable conditions may be added to the project by the Town or the Town Engineer to mitigate the nuisance.
- 4.4. Transferability. This Agreement is not transferrable by Permittee to other utilities, contractors, or locations.
- 4.5. Changes to facilities. The Permittee recognizes and agrees that it is responsible for and will make at its own expense any changes that may be required in the location of any utility constructed under this Agreement due to any reconstruction, improvement, or maintenance of the roadway and/or other appurtenances including drainage facilities within the right-of-way and/or any damage that may be done the roadway or right-of-way or user of the road that may in any way be attributed by the Town Engineer to the utility installation or operation.
- 4.6. Non-exclusive rights. This Permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Town from granting other permits or franchise rights to public or private utilities, nor shall it prevent the Town from using any of its roads, streets, or public places, or exercise its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
- 4.7. Town remedies. The Town or the Town Engineer may revoke, annul, change, amend, amplify, or terminate this Agreement or any of the terms hereof if the Permittee fails to reasonably comply with any or all of its requirements, conditions and agreements as set forth herein.
- 4.8. Permittee's financial responsibility. In accepting this permit and Agreement, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor working for the Permittee, or of any employee of the Permittee, shall be at the sole expense of the Permittee.
- 4.9. Permittee's responsibility for negligence of employees and contractors. The Permittee assumes full responsibility for the acts, negligence, or omissions of all its employees on the project, for those of its contractors and their employees, and for those of all other persons doing work under a contract with the Permittee's contractor. Nothing in this Agreement and its related documents shall create a contractual relationship between any contractor and the Town, or any obligation on the part of the Town to pay or be responsible in any way for the payment of any moneys due any contractor or subcontractor, unless otherwise required by law.

5. Yacolt's Authority and Responsibilities:

- 5.1. Yacolt's primary contacts. Yacolt may provide instructions to the Permittee through its Mayor. Yacolt also delegates authority to its Town Engineer to give any instructions to the Permittee and the Permittee's contractor during the course of the project.
- 5.2. Inspection points. The Town Engineer and/or Public Works Director will identify and provide to Permittee a list of all inspection points prior to the commencement of work, or with reasonable advance notice prior to any component of the work that the Town Engineer desires to inspect.
- 5.3. Agreement interpretations and directions. Written interpretations of or directives under this Agreement and the related contract documents, may be made from time to time by the Town or the Town Engineer. Requests for interpretations, direction, or change orders may be directed by the Permittee to the Town Engineer.
- 5.4. Worksite information. Upon written request from the Permittee or its contractor, the Town shall, with reasonable promptness, provide information under the Town's control sufficient to enable the Permittee and its contractor to fully perform the work. The Permittee and its contractor are entitled to rely upon any information furnished by the Town or the Town Engineer.

6. **Starting and Completion Dates of the Work:** Construction under this Agreement may begin upon the execution of this Agreement by all Parties and the issuance of a notice to proceed by the Town Engineer. Construction shall be completed within the time-frame proposed by the Permittee and approved by the Town Engineer.
7. **Cost Recovery Agreement:** The Permittee agrees that their existing Cost Recovery Agreement with the Town covers this Right of Way Permit.
8. **Notices and Contact Information:** All notices and other communications between the Parties shall be in writing and shall be either hand-delivered, emailed, or mailed by first class mail, postage prepaid, as follows:

If to the Town:

Town of Yacolt
 Attn: Town Clerk or Mayor Listek
 202 W. Cushman Street
 P.O. Box 160
 Yacolt, WA 98675

 Telephone: (360) 686-3922
 Email: clerk@townofyacolt.com
 Email: mayorlistek@townofyacolt.com

If to the Town Engineer:

Jackson Civil Engineering, LLC
 Attn: Devin Jackson
 704 E. Main Street, Suite 103
 P.O. Box 1748
 Battle Ground, WA 98604

 Telephone: (360) 723-0381
 Cell: (360) 901-6031
 Email: devin@jacksoncivil.com

If to the Permittee:

LUMEN
 Attn: _____
 Address: _____

 Telephone: _____
 Cell: _____
 Email: _____
 Email: _____
 Email: _____

All notices shall be deemed given on the day such notice is personally served or emailed, or on the third day following the day such notice is mailed in accordance with this section. The name and address to which notices shall be directed may be changed by a Party by giving the other Party notice of such change as provided in this section.

9. **Dispute Resolution:** If a dispute arises out of or relating to this Agreement, or the breach of this Agreement, and if the dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. If the Parties do not agree on a mediator or resolve their dispute within a period of 45 days, then all disputes, claims, questions, or differences may be finally settled by action in a judicial or quasi-judicial tribunal. Nothing in this Agreement shall be construed to limit the Parties' choice of a mutually acceptable alternative resolution method such as a dispute hearing, a dispute resolution board, or arbitration. The Town and the Permittee agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.

10. **Indemnification:** The Permittee shall indemnify, hold harmless and defend the Town, its elected and appointed officials, its employees, agents, representatives, volunteers and others working on behalf of the Town, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of the Permittee's use of the public right-of-way, including all suits or actions of every kind or description brought against the Town, either individually or jointly with Permittee, for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by Permittee, or through any negligence or alleged negligence in safeguarding the public right-of-way, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault of the Permittee, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the Permittee.

The indemnity provided by the Permittee in this Section shall not apply to the extent losses are caused by the negligence or willful misconduct of the Town, its elected and appointed officials, officers, employees, agents and representatives.

This indemnity and hold harmless agreement by the Permittee shall include any claim made against the Town by an employee of the Permittee, Permittee's contractor, subcontractor or agent of the Permittee, even if the Permittee is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. For this purpose, the Permittee, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51, RCW.

11. Insurance: : [Staff is willing to consider a less detailed and comprehensive set of insurance terms that seem appropriate to the circumstances with approval of the Council to make substantive changes to this Section.

11.1. General Provisions

- 11.1.1. The Contractor shall procure and maintain the insurance described herein from insurers with a current A. M. Best rating of not less than A- : VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- 11.1.2. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- 11.1.3. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- 11.1.4. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- 11.1.5. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

- 11.1.6. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- 11.1.7. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- 11.1.8. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
- 11.2. Additional Insured. All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

The Contracting Agency and its officers, elected officials, employees, agents, and volunteers
Jackson Civil Engineering and its officers, employees, and agents.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

- 11.3. Subcontractors. The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

- 11.4. Verification of Coverage. The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

- 11.5. Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

- 11.6. Commercial General Liability. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

- 11.7. Automobile Liability. Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000 Combined single limit each accident

- 11.8. Workers' Compensation. The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

12. **Bond / Financial Security:** [Staff is willing to present this for approval of the Council without a cash bond requirement.]

13. **Warranty:** The Permittee shall be responsible for all re-paving and repair costs occasioned by any settlement or subsidence of the excavation for a period of one (1) year from the date final restoration work is completed. The Town's Engineer shall have final authority to determine whether or not settlement or subsidence exists, and whether or not repairs are needed.

14. **Termination:**

- 14.1 Permittee's termination. The Permittee may, on five days written notice to the Town, terminate this Agreement.
- 14.2 Yacolt's termination. The Town may terminate this Agreement for good cause shown. The Town agrees to provide five days written notice of its intent to terminate the Agreement for the Permittee's material breach of its responsibilities, and such notice shall describe the breach with reasonable particularity. The Town may withdraw its notice of termination if the Permittee satisfies or corrects the breach condition to the reasonable satisfaction of the Town and/or the Town Engineer.
- 14.3. Obligations arising before termination. Even after termination, the provisions of this Agreement still apply to any work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

15. **Survival of Terms:** All rights and obligations set out in this Agreement and arising hereunder will survive the termination of this Agreement (a) as to the parties' rights and obligations that arose prior to such termination and (b) as is necessary to give effect to rights and obligations that arise after such termination but derive from a breach or performance failure that occurred prior to the termination. The terms of this Agreement that survive termination of the Agreement specifically include, without limitation, Sections 3, 7, 9, 10, 11, 12 and 13.

16. **Additional Provisions:**

- 16.1. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Venue for any matter arising out of this Agreement shall be in Clark County, Washington.
- 16.2. Attorney Fees. The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees, costs, and expenses, including reasonable attorney's fees, costs, and expenses incurred on appeal.
- 16.3. Waiver and Strict Performance. No act or omission of any party to this Agreement shall at any time be construed to deprive such party of a right or remedy hereunder, or otherwise, or be construed so as to at any future time estop such party from exercising such right or remedy. The failure of any Party hereto to insist upon strict performance of any of the promises and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force and effect.
- 16.4. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any party except to the extent incorporated in this Agreement.
- 16.5. Severability. In the event that any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
- 16.6. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

- 16.7. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- 16.8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 16.9. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- 16.10. Construction. Each party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all Parties, and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed in favor of or against any party.
- 16.11. Further Assurances. The Parties to this Agreement each shall execute and deliver such other documents and instruments and take such further actions as may be reasonably necessary or required to consummate the transactions contemplated by this Agreement.
- 16.12. Authority of the Parties. The Parties hereby represent that each of the undersigned has authority to bind the respective party to this Agreement.
- 16.13. Sovereign rights. By entering into this Agreement, the Town does not waive or relinquish any rights afforded it as a sovereign, and specifically reserves to itself all such rights and defenses.
- 16.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or e-mailed copies of signatures shall be treated as original signatures. On the request of a party, an original signature page will be delivered to the requesting party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Town of Yacolt

Katelyn J. Listek, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

LUMEN

(print name and title)

Attest:

(print name and title)

Approved as to Form:

(print name and title)



Town of Yacolt Agenda Request

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

Name: Mayor Listek

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayorlistek@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Swearing in of Council Members and Mayor

Proposed Meeting Date: December 11, 2023

Action Requested of Council: Take your Oaths of Office for your new terms to begin January 1st.

Proposed Motion: None

Summary/ Background: Elections were held on November 7th and certified on November 28th for offices whose terms begin January 1, 2024. Ian Shealy will become Yacolt's new Mayor. Council Position 1 will be filled by Joe Wisniewski. Council Position 2 will continue to be filled by incumbent Kandi Peto. Council Position 3 will continue to be filled by appointed incumbent Craig Carroll. Council Position 4 will continue to be filled by incumbent Ronald Homola. And Council Position 5 will continue to be filled by incumbent Marina Viray.

The Mayor and Council Members will be sworn in tonight, for terms to begin January 1st. All positions will have terms running through the end of 2027, with the exception of Council Positions #2 and #3, who are finishing out appointed positions with terms running through the end of 2025.

Staff Contact(s): Mayor Listek

mayorlistek@townofyacolt.com

(360) 686-3922

