



Town of Yacolt
Council Meeting Agenda
Monday, December 09, 2024
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 November 12, 2024
- [2.](#) DRAFT Minutes from Special Council Meeting November 18, 2024

Citizen Communication

Submitted written comments will be read by the Mayor. Anyone requesting to speak to the Council regarding items on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.

Unfinished Business

- [3.](#) Continuation of Public Hearing re: Jorgensen Timber Harvest
- [4.](#) Proposed Agreement for 2025 Engineering Services
- [5.](#) Proposed Agreement for Legal Services
- [6.](#) Legal Services Procurement
- [7.](#) Proposed Agreement for Lobbying Services
- [8.](#) Security Camera Procurement Update

New Business

- [9.](#) Citizen Request to Name a Park After Tom McDowell
- [10.](#) Citizen Request to Keep Chickens
- [11.](#) C-Tran Board Representative
- [12.](#) Nuisance Declaration / Notice of Violation
- [13.](#) Ordinance #603 - Clerk Wage Increase

Town Clerk's Report

Public Works Department Report

Attorney's Comments

Citizen Communication

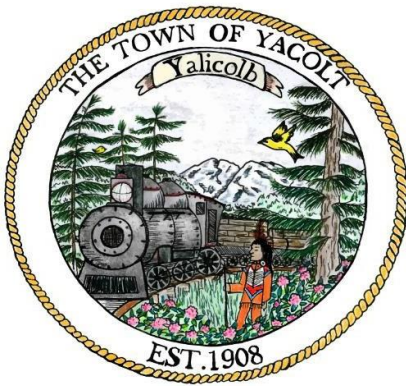
Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.

Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Adjourn



Town of Yacolt

Town Council Meeting Minutes

Tuesday November 12th, 2024
7:00 PM
Town Hall

Call to Order

7:00 PM

Flag Salute

Roll Call

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

Vacant Council Seat: Position 4

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

Late Changes to the Agenda

Mayor Shealy added item #11: Appointing a new EMS Board Representative to replace former Councilmember Homola

Approve Minutes of 10/14/24 Meeting

Motion: Carothers 2nd: Peto

Aye: Carothers, Peto, Carroll, Viray **Nay:** 0 **Absent:** 0 **Vacancy:** Position 4

Motion Carried

Approve Minutes 10/15/24 Special Council Meeting-Budget Workshop

Motion: Peto 2nd: Carroll

Aye: Carothers, Peto, Carroll, Viray **Nay:** 0 **Absent:** 0 **Vacancy:** Position 4

Motion Carried

Approve Minutes 11/6/24 Special Council Meeting-Resolution 607

Motion: Peto 2nd: Carroll

Aye: Carothers, Peto, Carroll, Viray **Nay:** 0 **Absent:** 0 **Vacancy:** Position 4

Motion Carried

Citizen Communication

Chuck Zellmer spoke in support of approving liquor license in agenda item #5, Jonathan LaSalle spoke in opposition of approving the liquor license, Patty Bengé spoke in support, TracieJean Gorbet spoke in support, Mark Rose spoke in support of issuing the license. Brendan McGuinn asked about agenda item #10 regarding issuance of the SEPA DNS. Issac Robertson also commented about item #10 saying there are fish in the stream and historic properties involved.

Unfinished Business

Interview Candidates for Council Position #4

The council asked candidates about qualifications and skills related to making decisions for the Town, why applicants wanted to be on the council, whether they could commit to the time, how would they improve upon the health of the Town, and how they resolve conflicts and other scenarios. Mayor Shealy closed the public meeting at 7:35pm for a 10-minute Executive Session to discuss the candidates' qualifications. Mayor Shealy reopened Public Meeting at 7:45pm. Council voted by secret ballot and Brandon Russell had all the votes. Motion was made to appoint Brandon Russell to Council Position #4.

Motion: Carothers 2nd: Peto

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

Motion Carried

Brandon Russell was sworn in by the Town Clerk and took his position at the council table at seat #4.

Liquor License Application for Tacos Sensacion

Clerk Fields presented the WA State Liquor and Cannabis Board’s position and responses to questions raised at the October 14th meeting. After more discussion by Council members, the Owner of Tacos Sensacion, and input from citizens in attendance, a motion was made to not protest Tacos Sensacion’s Liquor License Application.

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

New Business

Public Hearing re: Proposed 2025 Budget

Mayor Shealy closed the regular meeting and opened the Public Hearing at 8:01pm. Discussion by the public and Council centered on next year’s Rendezvous Days events. Attendees were encouraged to come to the regular events group meetings. Mayor Shealy closed the Public Hearing and re-opened the regular meeting at 8:09 pm.

Public Hearing re: 2025 Revenue and Budget Levy Resolution #628

Mayor Shealy closed the regular meeting and opened the Public Hearing at 8:10 pm. Two public attendees asked about the levy: Amy Yerkes asked why not make the levy bigger, and Jonathan LaSalle asked about requirements for grants such as the UGA Update Grant the Town is receiving. When discussion ended, Mayor Shealy closed the Hearing and re-opened the regular meeting at 8:18pm. Motion was made to approve Resolution #628, thereby adopting the proposed 2025 Property Tax Levy.

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

Public Hearing re: 2025 EMS Levy Resolution #629

Mayor Shealy closed the regular meeting and opened the Public Hearing at 8:19 pm. Kim Ried presented EMS’ position, use of, and need for the Levy, and brief discussion followed. At 8:27 pm, Mayor Shealy closed the Public Hearing and re-opened the regular meeting. Motion was made to approve Resolution #629, thereby adopting the 2025 EMS Levy.

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

Proposed Agreement for 2025 Engineering Services / Resolution #630

Attorney Ridenour suggested adding back some boiler-plate language to the proposed contract, which the Engineer has already agreed to. Councilmember Peto had some questions, and while some were answered there at the meeting, she asked to table the decision until the next meeting so that she had more time to look the contract over, including the changes proposed. It was agreed to bring this discussion back at the December meeting.

Public Hearing re: Jorgensen Timber Harvest /SEPA DNS

Mayor Shealy closed the regular meeting and opened the Public Hearing 8:39pm. No one representing the Applicant was present. Questions were raised by public members regarding: who conducted the DNS, why are the historic ruins not addressed in the checklist, why is there no mention that the creek has fish in it, how many houses are planned to be built there, and how will the property west of the creek be accessed. Peto suggested continuing the hearing at the December meeting to allow for the Applicant to be present to answer questions and any more which may be raised. Mayor Shealy closed the Hearing at 9:01 pm, and motion was made to table any decision until after the hearing’s continuation at the December meeting.

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

Town Clerk's Report

- Audit is officially over; Exit Conference was last Wednesday. There were no findings, but there were suggestions made in a management letter for improving procedures.
- Date is set for Hazardous Household Waste event: April 26th. Would like to plan the Town Clean-Up for the same

day.

- Next Event Meeting is November 25th; please come and sign up to volunteer at the Christmas Tree Lighting to be held on Dec. 7th.
- Welcome Brandon to Town Council!

Public Works Department Report

- Filled 2 40-yd. dumpsters with leaves and limbs so far this fall.
- Trying to keep up with potholes on Hubbard.
- Seeking volunteers for the week leading up to the Tree Lighting.
- Our electronic readerboard was hit by a truck last Saturday night.
- Tomorrow night at 5:00 we're going to start packing ornaments for the ornament hunt. Anyone want to join us?

Attorney's Comments

- Will be raising rates next year; should we send out an RFP for legal services? Will bring engagement letter to December meeting.
- Being mindful of fees, holding meetings re: permit processing. Kristin is training to process applications more thoroughly.
- Addressed question about inequitable/excess fees on a permit
- Tidbit: New law in effect Jan. 1 requires faster timelines for permit issuance.

Citizen's Communication

Brendan McGuinn wanted people to know about a new surface mining overlay on Sunset Falls Rd. Amy Yerkes asked if trees on Yacolt Rd could be trimmed up.

Council's Comments

- All welcomed new Council Member Russell to the "team".
- Viray: asked about getting a port-a-potty at the Town Park, since the restrooms are closed due to vandalism (and for the winter).

Mayor's Comments

- Will be walking the Town with LaCenter Mayor on Friday to evaluate camera priorities/placement.
- UGA Update meeting tomorrow.
- Will meet with Sheriff's Dep't. re: more coverage in our Town.

Approve to Pay Bills on Behalf of the Town

Motion: Peto 2nd: Carroll

Aye: Carothers, Peto, Carroll, Russell, Viray

Nay: 0

Motion Carried

Executive Session

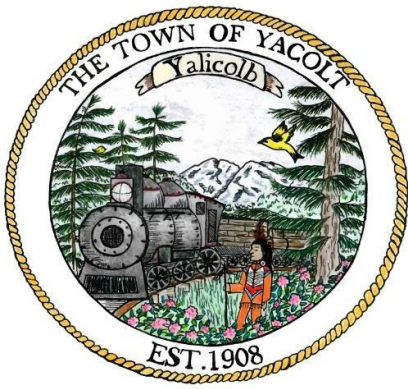
Mayor Shealy closed the regular meeting and adjourned for a 15-minute executive session at 9:43 pm. At 9:58 pm, he extended the session until 10:08 pm. At 10:08, he closed the executive session and re-opened the regular meeting.

Adjourn: 10:08pm

Mayor Ian Shealy

Town Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt

Town Council Meeting Minutes

Monday, November 18, 2024
7:00 PM
Town Hall

Call to Order

7:00 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Kandi Peto, Brandon Russell, Marina Viray (Viray arrived late, at 7:25pm)

Council Members Absent: Craig Carroll

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

Motion was made by Kandi Peto to excuse Craig Carroll's absence

Motion: Peto **2nd:** Carothers

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

Motion Carried

Late Changes to the Agenda

None

Unfinished Business

Public Hearing #2 Regarding 2025 Budget / Ordinance #602

Mayor Shealy closed the regular meeting and opened the public hearing. Items under discussion were salaries, hiring a lobbyist to work in the legislature on behalf of the Town, Town Hall exterior maintenance, upgrades at the ballfields, security cameras, and upgrades at the Town Park and Rec Park. The Mayor summarized his goals for 2025-2026, including amending some of Yacolt's municipal code. Clerk Fields amended some numbers in the proposed budget to correspond with changes Council directed, and a motion was made to approve Ordinance #602, adopting the updated 2025 Budget, with two more small corrections: add Brandon Russell's name in at Council Position #4, and delete one word in the Mayor's Message.

Motion: Peto **2nd:** Carothers

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

Motion Carried

Adjourn 8:55pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____

DRAFT



Town of Yacolt

Request for Council Action

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

Name: Stephanie Fields, Town Clerk
Devin Jackson, Town Engineer

Group Name: Staff

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

Phone: Town Clerk (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Public Hearing, (Continued from November 12, 2024): Jorgensen Timber SEPA Determination of Non-Significance for DNR Timber Harvest Application.

Proposed Meeting Date: December 9, 2024.

Action Requested of Council: Following the continued public hearing on the SEPA Determination of Non-Significance, the Council is expected to make a final decision on whether or not to approve the Determination of Non-Significance as presented.

Proposed Motion: “I make a motion to approve the Determination of Non-Significance for the proposed timber harvest by Jorgensen Timber at the 10-acre Parcel identified as Tax Parcel 64526-000.”

Summary/ Background: At this meeting, the Council will invite additional testimony from the public and the parties, and then continue its deliberation on the SEPA Determination of Non-Significance (DNS) for the Application by Jorgensen Timber LLC for a timber harvest permit from the Washington Department of Natural Resources.

This hearing was continued from the Council’s regular Council meeting held on November 12, 2024. After taking testimony and questions from the general public at the meeting, the Council passed a motion to table the proceedings so the Applicant could be present to answer

questions, present evidence, and give testimony in support of the SEPA DNS.

The issues and questions raised by the public at the November meeting include:

- 1). Why does the Applicant prepare the DNS when that appears to be a conflict of interest? Does any outside agency conduct an environmental review?
- 2). Yacolt Creek is a fish-bearing stream. How does that affect the DNS?
- 3). Historic sites exist on the parcel that were not mentioned in the DNS. (References to the remains of a house, a lumber mill, and cisterns.)
- 4). What will the Applicant do with the property? How many houses will be built there in the future?
- 5). How will the Applicant access the property to cut and remove the timber? (References to private property apparently preventing access, and a small bridge at the extension of West Humphry Street.)

[Below is a copy of general information and referenced attachments from the November 12, 2024 Council packet:]

Jorgensen Timber LLC is the owner of a 10-acre parcel of land located at tax parcel #64526-000, (Southwest of Hoag Street, West of Parcel Avenue, and South of Yacolt Creek). Jorgensen Timber has applied for a permit from the Department of Natural Resources (DNR) to harvest the timber from 8.5 acres of the 10-acre parcel. The purpose of the timber harvest is to allow for the future subdivision of the parcel to accommodate single-family homes. The parcel is zoned R1-12.5.

Yacolt is the Lead Agency with responsibility to determine whether there would be possible significant adverse environmental impacts from the proposal. Working through its Town Engineer, the Town has made a threshold determination that the proposal would not have probable significant adverse environmental impacts. Based on that determination the Town Engineer has prepared a Determination of Non-Significance (DNS).

The Council's responsibility is to hold a public hearing on the subject and consider any evidence and testimony received. Following the public hearing, the Council should decide whether to accept and approve the Determination of Non-Significance, or whether further

work should be done with the Town Engineer to evaluate possible environmental impacts, the availability of mitigating measures, etc.

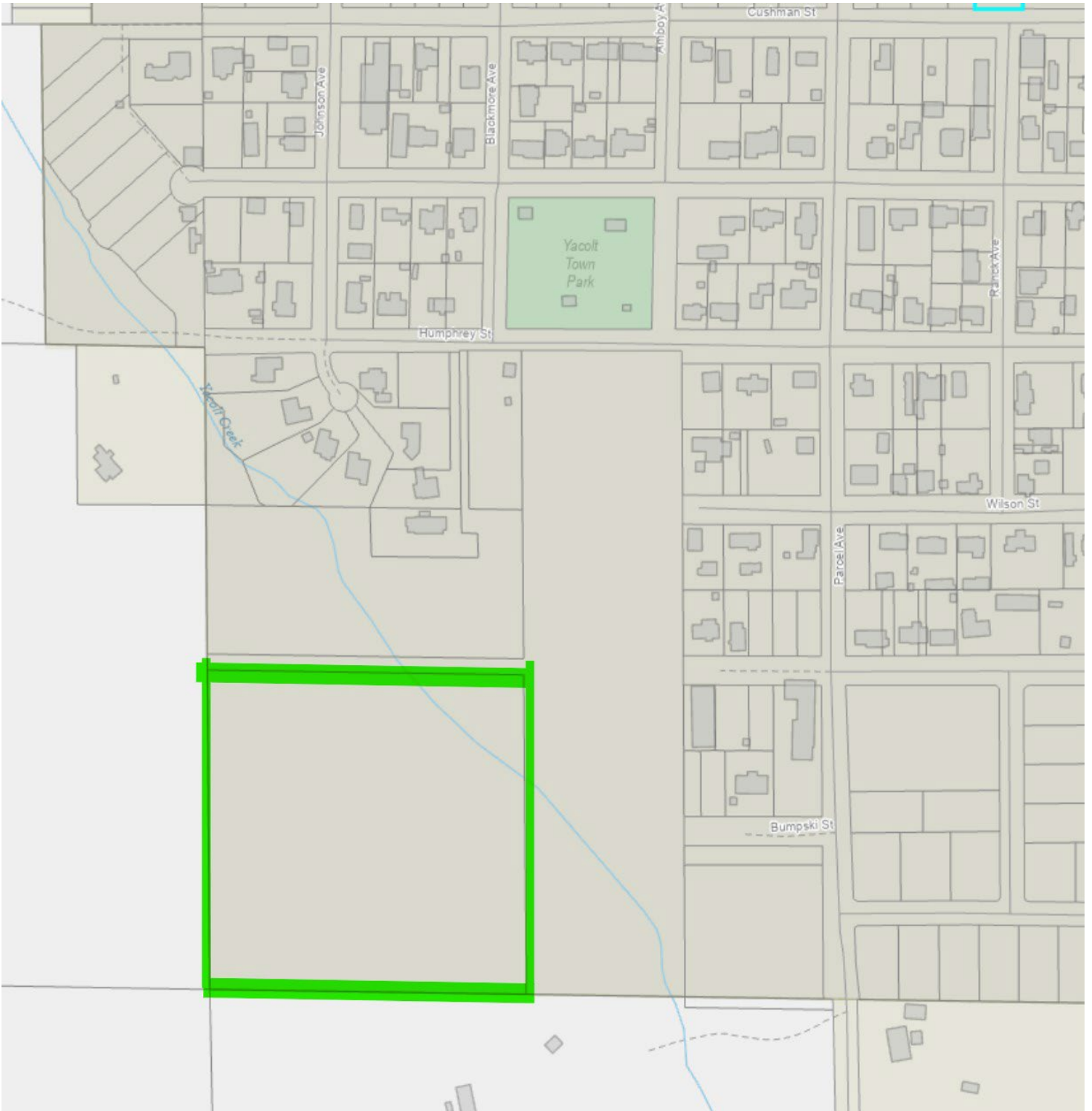
Attachments:

1. Area Map Showing the Subject Parcel.
2. Determination of Non-Significance (DNS). (2 pages)
3. SEPA Environmental Checklist. (17 pages)

Staff Contact(s):

Stephanie Fields, Town Clerk.
Devin Jackson, Town Engineer.

AREA MAP



**STATE ENVIRONMENTAL POLICY ACT (SEPA)
DETERMINATION OF NON-SIGNIFICANCE**

CASE NO: 2024 JORGENSEN TIMBER HARVEST

APPLICANT: JORGENSEN TIMBER LLC

Project Description: Applicant proposes to log subject property under a Class IV-G Forest Practices permit to be issued by the Washington State Department of Natural Resources.

Location: Southwest of Hoag Street, west of S Parcel Avenue, and south of Yacolt Creek

Parcels: 64526-000

Legal Description: #11 OF SEC 2 T4NR3EWM 10A.
10.00 ACRES

SEPA Determination: Determination of Non-significance (DNS)

Comment Deadline: **November 8, 2022** (comments should be delivered to the town hall office at 202 W. Cushman, Yacolt, WA, 98675 no later than 4:00 pm)

As lead agency under the State Environmental Policy Act (SEPA) Rules [Chapter 197-11, Washington Administrative Code (WAC)], the Town of Yacolt must determine if there are possible significant adverse environmental impacts associated with this proposal. The options include the following:

- **DS = Determination of Significance** (The impacts cannot be mitigated through conditions of approval and, therefore, requiring the preparation of an Environmental Impact Statement (EIS);
- **MDNS = Mitigated Determination of Non-Significance** (The impacts can be addressed through conditions of approval), or;
- **DNS = Determination of Non-Significance** (The impacts can be addressed by applying the Town Code).

Determination:

Determination of Non-Significance (DNS). The Town of Yacolt, as lead agency for review of this proposal, has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030 (2) (e). This decision was made after review of a completed environmental checklist and land use application documents as they apply to the Town's Municipal Code and adopted standards.

Date of Publication and Comment Period:

Publication date of this DNS is **October 23, 2024**, and is issued under WAC 197-11- 960. The lead agency will not act on this proposal until the close of the 14-day comment period, which ends on **November 8, 2024**.

SEPA Appeal Process:

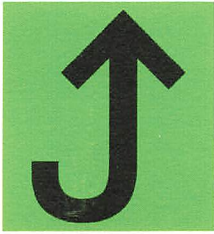
A final decision on this proposal will not be made until after the comment period described above. An **appeal** of any aspect of this decision, including the SEPA determination and any required mitigation, must be filed with the Town of Yacolt within fourteen (14) calendar days from the date the notice of that final decision is mailed to parties of record. The appeal must be in writing and should contain the following information:

1. The case number designated by the Town and the name of the applicant.
2. The name and signature of each person or group (petitioners) and a Statement showing that each petitioner is entitled to file an appeal as described in ESHB 1724 Section 415. If multiple parties file a single petition for review, the petition shall designate one party as the contact representative with the Town Clerk/Treasurer. All contact with the group regarding the petition, including notice, shall be with this contact person.
3. A brief statement describing why the SEPA determination is in error.
4. Mail or deliver appeals to the following address:

Appeal to the Town Council
Town of Yacolt
202 W. Cushman St./PO Box 160
Yacolt, WA 98675

Staff Contact Person: Stephanie Fields (360) 686-3922
clerk@townofyacolt.com

Responsible Official: Mayor Ian Shealy
Town of Yacolt
202 W. Cushman St.
Yacolt, WA 98675



April 23, 2024

Town of Yacolt
PO Box 160
Yacolt, WA 98675

Re: Tax parcel #64526000

Hello,

Enclosed you will find the SEPA Environmental Checklist for Jorgensen Timber LLC's 10-acre parcel located in Yacolt. We look forward to hearing from you, in a timely manner, with the fees associated with this application.

Thank you for your assistance in this process.

Sincerely,

Lorie Spogen
Manager
Jorgensen Timber LLC

LS.dlj

enclosure



307 NW. PARK CHEHALIS, WA 98532 | 360.748.7080
MAIL: PO BOX 1503 CHEHALIS, WA | FAX: 360.748.7083 | INFO@JORGENSENTIMBER.COM

SEPA¹ Environmental Checklist

¹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/Checklist-guidance>

Purpose of checklist

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for lead agencies

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the Supplemental Sheet for Nonproject Actions (Part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

A. Background

1. Name of proposed project, if applicable:

Jorgensen Yacolt 3

2. Name of applicant:

Jorgensen Timber LLC.

3. Address and phone number of applicant and contact person:

Jorgensen Timber LLC. Attn.: ~~Jerad~~ Spogen
Mark
PO Box 1503
Chehalis, WA 98532
360-748-7080

4. Date checklist prepared:

3/21/2024

5. Agency requesting checklist:

City of Yacolt

6. Proposed timing of schedule (including phasing, if applicable):

Timber harvest occur during DNR permit window of 3 years from approval. No specific timeline has been established and is market dependent.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

The site will be subdivided and developed for single family residences. No project specifics have been determined. The forest practices permit and this SEPA are separate from any future development proposals.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

No environmental info has been or will be prepared related to this proposal.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No other application will be applied for beyond the Class IV-g forest practices permit submitted in conjunction with this SEPA.

10. List any government approvals or permits that will be needed for your proposal, if known.

DNR forest practices permit.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The covered project will include the commercial timber harvest of 8.5 acres. This area will not be reforested due to its future development.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the

range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

This project includes portions of Clark County Parcels #64526000 and 64520000. Tax lots #11 OF SEC 2 T4NR3EWM 10A and #2 & 14 OF SEC 2 T4N R3EWM 10.50A

B.Environmental Elements

1. Earth

[Find help answering earth questions²](#)

a. General description of the site:

Flat to rolling

b. What is the steepest slope on the site (approximate percent slope)?

15%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Yacolt loam and Cinebar silt loam.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No indications present.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Minimal excavation and grading associated with the construction of a logging road and landing. Affected area will be less than 1.0 acre with no end haul required.

f. Could erosion occur because of clearing, construction, or use? If so, generally describe.

Minimal erosion could occur due to clearing. DNR Forest Practices rules and Best Management Practices will be implemented on site to prevent erosion during timber harvest operations.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

² <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-earth>

No impervious surfaces will be created as part of the timber harvest.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.

Best Management Practices to prevent erosion may include rock, straw mulch, or grass seeding in disturbed areas.

2. Air

[Find help answering air questions³](#)

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Exhaust emission from logging equipment and potential dust from harvesting and hauling activities.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

None

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Operation timing or water trucks could reduce dust emission but could increase soil disruption.

3. Water

[Find help answering water questions⁴](#)

a. Surface:

[Find help answering surface water questions⁵](#)

1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Yacolt Creek is adjacent to this project. No other waters are located in or adjacent to the site.

2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

The project will include timber harvesting up to the DNR required buffer. The buffer restricts harvest within 105 feet of bank full width. An additional buffer of 35' is

³ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-Air>

⁴ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water>

⁵ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Surface-water>

located outside of this area, where 20 leave trees per acre will be retained. Total buffer width is 140'.

3. **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

None

4. **Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.**

No

5. **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

No

6. **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

None

b. Ground:

[Find help answering ground water questions⁶](#)

1. **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.**

No

2.

3. **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

No waste material will be discharged to the ground from timber harvesting.

c. Water Runoff (including stormwater):

1. **Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

⁶ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Groundwater>

Stormwater runoff during timber harvest will be discharged to the forest floor for infiltration.

2. Could waste materials enter ground or surface waters? If so, generally describe.

No Waste materials will enter surface waters.

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

The timber harvest will not alter drainage patterns.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

DNR Forest Practices rules and Best Management Practices will be implemented on site to prevent erosion during timber harvest operations.

4. Plants

[Find help answering plants questions](#)

a. Check the types of vegetation found on the site:

deciduous tree: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

shrubs

grass

pasture

crop or grain

orchards, vineyards, or other permanent crops.

wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

water plants: water lily, eelgrass, milfoil, other

other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

8.5 acres of mature timber will be harvested.

c. List threatened and endangered species known to be on or near the site.

None known

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

None

e. List all noxious weeds and invasive species known to be on or near the site.

None

5. Animals

[Find help answering animal questions⁷](#)

- a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site.

Examples include:

- hawk, songbirds
- deer,

- b. List any threatened and endangered species known to be on or near the site.

None Known

- c. Is the site part of a migration route? If so, explain.

This site is located within the Pacific Flyway

- d. Proposed measures to preserve or enhance wildlife, if any.

None proposed

- e. List any invasive animal species known to be on or near the site.

None Known

6. Energy and natural resources

[Find help answering energy and natural resource questions⁸](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Deisel fuel for logging equipment.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.

None

7. Environmental health

[Health Find help with answering environmental health questions⁹](#)

⁷ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-5-Animals>

⁸ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-6-Energy-natural-resou>

⁹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health>

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.**

None

1. **Describe any known or possible contamination at the site from present or past uses.**

No known or possible contamination from past or present use.

2. **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

None known.

3. **Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

None known

4. **Describe special emergency services that might be required.**

None required

5. **Proposed measures to reduce or control environmental health hazards, if any.**

None proposed.

b. Noise

1. **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

None

2. **What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?**

Typical logging operation noise levels during daylight hours.

3. **Proposed measures to reduce or control noise impacts, if any:**

Logging to occur during daylight hours to reduce its effects on neighboring properties.

8. Land and shoreline use

[Find help answering land and shoreline use questions¹⁰](#)

- a. **What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

¹⁰ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-8-Land-shoreline-use>

Forest land or single-family rural residence on forestland. No foreseen affects on neighboring properties.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?**

The 8.5 acre site is a working forest and will be removed from forest land use. This area is incorporated in the City of Yacolt.

- 1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?**

No affect on this or surrounding properties.

- c. Describe any structures on the site.**

The foundation of an old lumber mill is located within the stream buffer.

- d. Will any structures be demolished? If so, what?**

No structures will be demolished.

- e. What is the current zoning classification of the site?**

R1-12.5

- f. What is the current comprehensive plan designation of the site?**

UL P/OS

- g. If applicable, what is the current shoreline master program designation of the site?**

Not applicable

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

The stream buffer is a County critical area and will be unaffected by the timber harvest.

- i. Approximately how many people would reside or work in the completed project?**

None following timber harvest. Unknown for future development.

- j. Approximately how many people would the completed project displace?**

None

- k. Proposed measures to avoid or reduce displacement impacts, if any.**

Not applicable

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

Following DNR Forest Practices rules and Best Management Practices will be implemented on site to prevent erosion during timber harvest operations.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:**

None.

9. Housing

[Find help answering housing questions¹¹](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

None following timber harvest. Unknown for future development.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

None

- c. Proposed measures to reduce or control housing impacts, if any:**

None

10. Aesthetics

[Find help answering aesthetics questions¹²](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

No structure will be built.

- b. What views in the immediate vicinity would be altered or obstructed?**

None

- c. Proposed measures to reduce or control aesthetic impacts, if any:**

None

11. Light and glare

[Find help answering light and glare questions¹³](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?**

¹¹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-9-Housing>

¹² <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-10-Aesthetics>

¹³ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-11-Light-glare>

None

- b. Could light or glare from the finished project be a safety hazard or interfere with views?**

None

- c. What existing off-site sources of light or glare may affect your proposal?**

None

- d. Proposed measures to reduce or control light and glare impacts, if any:**

Not applicable

12. Recreation

[Find help answering recreation questions](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?**

None

- b. Would the proposed project displace any existing recreational uses? If so, describe.**

None

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

Not applicable

13. Historic and cultural preservation

[Find help answering historic and cultural preservation questions](#)¹⁴

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

The foundation of an old sawmill is located within the stream buffer.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

None

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

GIS data.

¹⁴ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-13-Historic-cultural-p>

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

None

14. Transportation

[Find help with answering transportation questions¹⁵](#)

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

This site will be accessed by a road extension from West Humphrey Street in Yacolt.

- b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

No immediate access to this property from public transit.

- c. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

This project only includes the harvesting of timber and will not require road improvements.

- d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

No

- e. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

No additional trips after the timber harvesting activity is completed.

- f. **Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

It will not interfere with or affect any agricultural or forest products movement.

- g. **Proposed measures to reduce or control transportation impacts, if any:**

None.

15. Public services

[Find help answering public service questions¹⁶](#)

¹⁵ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-14-Transportation>

¹⁶ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-15-public-services>

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

No increased need from this project.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

None

16. Utilities

[Find help answering utilities questions¹⁷](#)

- a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

None

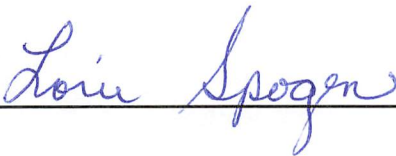
- b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

None

C. Signature

[Find help about who should sign¹⁸](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

X 

Type name of signee: Lorie Spogen

Position and agency/organization: Manager, Jorgensen Timber LLC

Date submitted: 4/8/2024

D. Supplemental sheet for nonproject actions

[Find help for the nonproject actions worksheet¹⁹](#)

Do not use this section for project actions.

¹⁷ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-16-utilities>

¹⁸ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-C-Signature>

¹⁹ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-d-non-project-actions>

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

- 1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**
 - **Proposed measures to avoid or reduce such increases are:**

- 2. How would the proposal be likely to affect plants, animals, fish, or marine life?**
 - **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

- 3. How would the proposal be likely to deplete energy or natural resources?**
 - **Proposed measures to protect or conserve energy and natural resources are:**

- 4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?**
 - **Proposed measures to protect such resources or to avoid or reduce impacts are:**

- 5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?**
 - **Proposed measures to avoid or reduce shoreline and land use impacts are:**

- 6. How would the proposal be likely to increase demands on transportation or public services and utilities?**

- **Proposed measures to reduce or respond to such demand(s) are:**

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.



Town of Yacolt

Request for Council Action

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

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

Address: 202 W. Cushman St.
P.O. Box 160
Yacolt, WA 98675
Phone: Town Clerk (360) 686-3922

Email Address: clerk@townofyacolt.com
Alt. Phone: David Ridenour (360) 991-7659

ITEM INFORMATION:

Item Title: Review Proposed Agreement for 2025 Engineering Services and Resolution #630 for Adoption of an Agreement.

Proposed Meeting Date: December 9, 2024.

Action Requested of Council: 1). Review proposed 2025 Engineering contract with Jackson Civil Engineering, LLC; 2). Consider desired changes to the contract terms; and 3). Adopt Resolution #630 approving final contract terms.

Proposed Motion: “I move that the Council adopt Resolution #630 authorizing the Mayor to execute the proposed contract with Jackson Civil Engineering for engineering services during 2025, (*subject to the Engineer’s agreement to the following changes in the contract: _____.*)

Summary/ Background: During its regular meeting on November 12, 2024, the Council Reviewed a contract proposed by Jackson Civil Engineering for engineering services during the 2025 calendar year. Staff and Council discussed a number of changes that had been made to the Town Engineer’s previous contracts. The Council tabled a decision on the contract and asked for a memorandum describing the specific changes that had been made.

Staff prepared that memorandum and shared it with the Council and the Engineer. That memorandum is attached with these packet materials.

Council plans to review the terms of the contract for any changes that it would like the Mayor to negotiate on the Town's behalf. If agreed terms can be reached during the meeting, the Council may consider adoption of the agreement and the accompanying Resolution.

Attachments:

- 1). Memorandum Explaining Changes to Engineering Contract.
- 2). DRAFT Resolution #630, with the current version of the proposed contract attached as Exhibit A.

Staff Contact(s):

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

MEMORANDUM

To: Mayor Ian Shealy and the Yacolt Town Council
From: David W. Ridenour, Town Attorney
Re: Review of proposed 2025 Engineering Contract with Jackson Civil Engineering, LLC
Date: November 29, 2024

Below you will find a side-by-side comparison of the more significant changes made to the Town Engineer’s 2023/2024 Contract to arrive at the Engineer’s proposed 2025 version:

A. Character of Contractual Relationship:

2023-2024 Agreement	2025 Agreement
<p>Section Two – Character of Contractual Relationship: The Engineer is an independent contractor and not a Town employee. As the Engineer is customarily engaged in an independently established trade which encompasses the specific services provided to the Town hereunder, no agent, employee, representative or sub-consultant of the Engineer shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the Town. In the performance of the work, the Engineer is an independent contractor with the ability to control and direct the performance and details of the work, the Town being interested only in the results obtained under this Agreement. None of the benefits provided by the Town to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the Town to the employees, agents, representatives, or sub-consultants of the Engineer. The Engineer may not sign any contract on behalf of the Town, and may not obligate the Town in any way without the Town’s express written consent.</p>	<p>Section One - Purpose of Employment: <i>[The new version of this Paragraph omits the language highlighted in blue.]</i></p>

B. Nature of Duties:

2023-2024 Agreement	2025 Agreement
<p>Section Five - Nature of Duties: As Town Engineer, the Engineer shall perform engineering services as requested by the Town, manage and oversee construction contracts, prepare engineering and project estimates, prepare documents necessary and proper in connection with the business of the Town, and, in general, to render such engineering services of every kind and</p>	<p>Section Four - Nature of Duties: <i>[The new version of this Paragraph omits the language highlighted in blue.]</i></p>

nature as the Town shall require or deem proper in its business. The Engineer shall exercise the degree of skill and diligence normally employed by professional engineers engaged in the same profession, and performing the same or similar services at the time such services are performed. The Engineer warrants that it has the requisite training, skill, and experience necessary to provide the engineering services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

C. Compensation:

2023-2024 Agreement	2025 Agreement
<p>Section 6 – Compensation: The Town agrees to pay the Engineer:</p> <p>\$210.00 per hour for all services rendered by Devin Jackson Principal, in increments of ¼ hour.</p> <p>\$130.00 per hour for all services rendered by Civil Engineer, in increments of ¼ hour.</p> <p>\$95.00 per hour for all services rendered by Engineering Technician, in increments of ¼ hour.</p> <p>\$90.00 per hour for all services rendered by Project Administrator, in increments of ¼ hour.</p> <p>\$180.00 per hour for all services rendered by 2-person crew, in increments of ¼ hour.</p> <p>Invoice amount plus 15% for all subcontractors rendering services on behalf of Jackson Civil Engineering, LLC.</p> <p>If Jackson Civil Engineering, LLC hires additional employees, the rate of compensation for services rendered by those employees shall be determined by mutual written agreement between the Town and Jackson Civil Engineering, LLC prior to the performance of work.</p> <p>In addition to the compensation set forth above, the Town shall reimburse the Engineer for all reasonable and necessary expenses which may be paid or incurred by Engineer on behalf of the Town, subject to Town review and audit of receipts in support thereof.</p>	<p><i>[Note: The new version of this Paragraph changes billing rates as identified in yellow, and adds the language marked in green.]</i></p> <p>Section 5 – Compensation: The Town agrees to pay the Engineer:</p> <p>\$270.00 per hour for all services rendered by Devin Jackson - Principal, in increments of ¼ hour.</p> <p>\$175.00 per hour for all services rendered by Paul Dennis - Senior Planner, in increments of ¼ hour.</p> <p>\$162.00 per hour for all services rendered by position Yu-an Chen - Civil Engineer, in increments of ¼ hour.</p> <p>\$125.00 per hour for all services rendered by position Hunter Rodgers – Engineering Technician, in increments of ¼ hour.</p> <p>\$120.00 per hour for all services rendered by position Lauren Voorhies - Project Administrator, in increments of ¼ hour.</p> <p>\$230 per hour for all services rendered by a 2-person Field Crew, in increments of ¼ hour.</p> <p>Invoice amount plus 15% for all subcontractors rendering services on behalf of Engineer.</p> <p>If Engineer hires additional employees, the rate of compensation for services rendered by those employees</p>

Rates may be renegotiated by mutual written agreement at the end of each calendar year.

shall be determined by mutual written agreement between the Town and Engineer prior to the performance of work.

In addition to the compensation set forth above, the Town shall reimburse the Engineer for all reasonable and necessary expenses which may be paid or incurred by him/her on behalf of the Town, subject to Town review and audit of receipts in support thereof.

Engineer reserves the right to adjust rates annually as necessary to accommodate annual cost increases. Increases shall be limited to 10% unless otherwise agreed upon by both parties. Any adjustment of hourly rates by Engineer will occur on the first of each year.

D. Indemnification:

2023-2024 Agreement

Section Ten - Indemnification / Insurance

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the Town, its officers, officials, employees, agents and volunteers, the Engineer's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Engineer's negligence.

2025 Agreement

Section Nine - Indemnification / Insurance

[The new version of this Paragraph omits the word "agents".]

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E. Insurance:

2023-2024 Agreement	2025 Agreement
<p>Section Ten I. - Failure to Maintain Insurance: Failure on the part of the Engineer to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the Town may, after giving five business days' notice to the Engineer to correct the breach, immediately terminate the Agreement, and/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 Town on demand, or at the sole discretion of the Town, offset against funds due the Engineer from the Town.</p>	<p>Section Nine - I. Failure to Maintain Insurance:</p> <p><i>[Note: The new version of this Paragraph increases the time-period for a notice by the Town to the Engineer regarding the Engineer's failure to maintain insurance. The time-period for the Engineer to correct this breach is increased from 5 days to 10 days. Other language shown in blue has been omitted.]</i></p> <p>I. Failure to Maintain Insurance: Upon discovery of failure on the part of the Engineer to maintain the insurance as required, the Town may, after giving ten (10) business days' notice to the Engineer to correct the breach, immediately terminate the contract.</p>

F. Business License:

2023-2024 Agreement	2025 Agreement
<p>Section Twenty-Five - Business License: Prior to commencement of work under this Agreement, the Engineer shall register for a business license in the Town.</p>	<p><i>[Note: This entire section has been omitted from the new version of the Agreement, presumably because the requirement exists outside the Contract, making the reference redundant and unnecessary.]</i></p>

G. Original Contract Boilerplate Has Been Returned to the 2025 Version:

[Note: Prior to the last Council meeting, the Town Engineer agreed to replace the following boilerplate provisions which had been deleted from the first proposed draft of the 2025 Contract.]

Section Twenty - Binding Effect and Assignment

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

Section Twenty-One - Saving Clause

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

Section Twenty-Two - No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be

construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section Twenty-Three - Costs and Attorney's Fees

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

Section Twenty-Four – Miscellaneous Terms

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

H. Access to Records Clause:

The Agreements include a section called the Access to Records Clause, (Section Twelve in the 2025 version of the contract). This language has not changed, but is worth considering given constant changes in the law surrounding government records, including in particular the Public Records Act and records retention rules. I discussed these issues with the Town Engineer because generally the Town is required to maintain and retain many of it creates for much longer than the three years mentioned in the Contract.

A full discussion of the legal issues surrounding records is beyond the scope of this Memorandum. In general, I have consistently encouraged the Town and the Town Engineer to make sure that Yacolt receives, manages and retains all material records related to development permits, procurement projects, and any other work for Yacolt involving the Town Engineer.

A copy of the Records Clause is copied here for your convenience:

Section Twelve - Access to Records Clause

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

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

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

DRAFT - Resolution #630 - DRAFT

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT,
WASHINGTON, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES
FOR CALENDAR YEAR 2025 WITH JACKSON CIVIL ENGINEERING, LLC,
AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.**

Whereas, the Town of Yacolt, (hereafter “*Town*” or “*Yacolt*”), desires to retain the services of an engineer to provide professional engineering services as needed by the Town for calendar year 2025;

Whereas, the Town advertised a Request for Qualifications, (hereafter “*RFQ*”), pursuant to RCW 39.80 to identify an engineer that best meets the Town’s forecasted engineering needs by publishing such RFQ in The Reflector on October 9, 2024;

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

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

Whereas, the Town’s Mayor, Town Clerk and Public Works Director determined that Jackson Civil Engineering, LLC, is qualified and able to perform the duties of Town Engineer for the Town of Yacolt, and have recommended that the firm of Jackson Civil Engineering, LLC be selected by the Town Council to serve as the Town Engineer during calendar year 2025; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 9th day of December, 2024, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

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

Section 2: This Resolution shall be effective upon passage, approval, and signatures hereon in accordance with law.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 9th day of December, 2024.

TOWN OF YACOLT

Ian Shealy, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

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

TOWN CLERK’S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #630 of the Town of Yacolt, Washington, entitled “A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES FOR CALENDAR YEAR 2025 WITH JACKSON CIVIL ENGINEERING, LLC, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT”, as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Stephanie Fields, Town Clerk

Published: _____
Effective Date: December 9, 2024
Resolution Number: 630

EXHIBIT A to Resolution #630
AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is by and between the **Town of Yacolt**, a municipal corporation located in the County of Clark, State of Washington, (hereinafter referred to as “Town”), and Jackson Civil Engineering, LLC, with an office located at 704 E Main Street, Suite 103, Battle Ground, WA 98604, (hereinafter referred to as “Engineer”).

The parties recite and declare that:

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

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

Section One - Purpose of Employment

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

Section Two - Acceptance and Duration of Employment

The Town does hereby retain and appoint the Engineer as its Town Engineer for and during a period commencing immediately, and continuing thereafter through December 31, 2025, unless and until terminated pursuant to Section Seven, below, for the performance of engineering services set forth in Section Four, below. Town reserves the right to contract with other engineers for project-specific engineering as required by Washington public contracting requirements, Federal public contracting requirements, or as the Town deems appropriate.

Section Three - Place of Work

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

Section Four - Nature of Duties

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

///

Section Five - Compensation

The Town agrees to pay the Engineer:

- A. \$270.00 per hour for all services rendered by Devin Jackson - Principal, in increments of ¼ hour.
- B. \$175.00 per hour for all services rendered by Paul Dennis - Senior Planner, in increments of ¼ hour.
- C. \$162.00 per hour for all services rendered by position Yu-an Chen - Civil Engineer, in increments of ¼ hour.
- D. \$125.00 per hour for all services rendered by position Hunter Rodgers – Engineering Technician, in increments of ¼ hour.
- E. \$120.00 per hour for all services rendered by position Lauren Voorhies - Project Administrator, in increments of ¼ hour.
- F. \$230 per hour for all services rendered by a 2-person Field Crew, in increments of ¼ hour.
- G. Invoice amount plus 15% for all subcontractors rendering services on behalf of Engineer.
- H. If Engineer hires additional employees, the rate of compensation for services rendered by those employees shall be determined by mutual written agreement between the Town and Engineer prior to the performance of work.
- I. In addition to the compensation set forth above, the Town shall reimburse the Engineer for all reasonable and necessary expenses which may be paid or incurred by him/her on behalf of the Town, subject to Town review and audit of receipts in support thereof.
- J. Engineer reserves the right to adjust rates annually as necessary to accommodate annual cost increases. Increases shall be limited to 10% unless otherwise agreed upon by both parties. Any adjustment of hourly rates by Engineer will occur on the first of each year.

Section Six - Other Employment

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

Section Seven - Termination

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

Section Eight - Modification

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

Section Nine - Indemnification / Insurance

Engineer shall defend, indemnify, and hold the Town, its officers, officials, employees, and

volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees arising out of or resulting from the acts, errors, or omissions of the Engineer in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the Town, its officers, officials, employees, and volunteers, the Engineer's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Engineer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Engineer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

Engineer shall maintain the following insurance limits:

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

E. Other Insurance Provision

Engineer's Automobile Liability and Commercial General Liability insurance policies

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

F. Acceptability of Insurers

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

G. Verification of Coverage

Engineer shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Engineer before commencement of the work.

H. Notice of Cancellation

Engineer shall provide the Town with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance

Upon discovery of failure on the part of the Engineer to maintain the insurance as required, the Town may, after giving ten (10) business days' notice to the Engineer to correct the breach, immediately terminate the contract.

J. Town Full Availability of Engineer's Limits

If the Engineer maintains higher insurance limits than the minimums shown above, the Town shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Engineer, irrespective of whether such limits maintained by the Engineer are greater than those required by this contract or whether any certificate of insurance furnished to the Town evidences limits of liability lower than those maintained by the Engineer.

Section Ten - Notice

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

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

Jackson Civil Engineering
704 E Main St, STE 103
Battle Ground, WA 98604

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

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

Section Twelve - Access to Records Clause

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

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

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

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

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

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

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

Section Fifteen - Age Discrimination Act of 1975, as amended

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

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

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

Section Seventeen - Complete Agreement

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

Section Eighteen - Confidentiality

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

Section Nineteen - Applicable Laws and Standards

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

Section Twenty - Binding Effect and Assignment

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

Section Twenty-One - Saving Clause

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

Section Twenty-Two - No Waiver

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

Section Twenty-Three - Costs and Attorney’s Fees

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

Section Twenty-Four – Miscellaneous Terms

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

IN WITNESS WHEREOF, the parties have executed this Agreement at Yacolt, Washington, this _____ day of _____, 2024.

TOWN OF YACOLT:

ENGINEER:

Exhibit Copy

Exhibit Copy

Ian Shealy, Mayor
Town of Yacolt

Devin Jackson,
P.E. Principal

ATTEST:

Approved as to Form:

Exhibit Copy

Exhibit Copy

Stephanie Fields
Town Clerk

David Ridenour
Town Attorney



Town of Yacolt Request for Council Action

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

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

Address: 202 W. Cushman St.
P.O. Box 160
Yacolt, WA 98675
Phone: Town Clerk (360) 686-3922

Email Address: clerk@townofyacolt.com
Alt. Phone: David Ridenour (360) 991-7659

ITEM INFORMATION:

Item Title: Review Proposed Agreement for Continued Legal Services from David Ridenour.

Proposed Meeting Date: December 9, 2024.

Action Requested of Council: Review proposed engagement letter for continued legal services from Town Attorney David Ridenour with new rates to be effective beginning January 1, 2025.

Proposed Motion: "I move that the Council authorize the Mayor to execute the proposed engagement letter for continued legal services from David Ridenour"

Summary/ Background: The Town Attorney David Ridenour approached Mayor Shealy about raising his hourly rate around mid-2024. Mayor Shealy proposed that an increase not begin until 2025 so the Town Council could discuss and prepare for the change during its budget work for the next calendar year. In November, Mr. Ridenour offered the attached engagement letter increasing his hourly rate to \$375.00 with a proposed effective date of January 1, 2025.

As background, Mr. Ridenour's hourly rate for Yacolt was \$180.00 from about 2013, (with a standard rate for other new clients of \$250.00). In 2018, the rate for Yacolt continued at \$180.00, (while his standard rate increased to \$350.00). Beginning in 2020, the Yacolt rate increased to \$250.00, (with

no change in the standard rate for other clients). Mr. Ridenour's standard rate increased to \$500.00 in 2023, with no change to Yacolt's rate. The new rate proposed for Yacolt beginning in 2025 is \$375.00.

For comparison, the Town Engineer's hourly rate increased from \$150.00 to \$270.00 between January 1, 2020 and January 1, 2025, (or 80%). The Town Attorney's rate increase would be from \$250.00 to \$375.00 during the same time-period, (or 50%, with no periodic increases in the interim).

Attachments:

Engagement letter dated November 12, 2024.

Staff Contact(s):

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

DAVID W. RIDENOUR

Attorney at Law

2404 E. Mill Plain Blvd., Suite A
Vancouver, WA 98661

360.906.1556
david@davidridenourlaw.com

Hand-delivered
November 12, 2024

Mayor Ian Shealy
Town of Yacolt
P.O. Box 1640
Yacolt, WA 98675

Re: Terms of Attorney Representation

Dear Mayor Shealy:

Thank you for inviting me to continue assisting the Town of Yacolt as its attorney for various legal matters that arise from time to time. Your satisfaction with my service is extremely important to me. Our relationship should continue with a mutual understanding of expectations regarding services to be performed and requires full and candid communications between us. Please let me know promptly if you ever have any questions concerning any aspect of a matter I am handling for you.

You have retained me to represent the Town with respect to general legal matters affecting Washington municipalities generally, and specific matters that are unique to the Town. As Yacolt has grown over the years, so too has the amount and complexity of the legal services that it needs. We have discussed the fact that I am no longer able to provide all of Yacolt's legal needs by myself. We have been working together to plan for an appropriate transition at some point so that a new Town Attorney can step into my shoes. In the meantime, I understand that you are working to retain one or more attorneys who will take on some of the Town's particular legal needs.

While I am representing the Town, I will continue to strive to be available to you whenever you need me. My goal is to make certain that you are always part of the team and informed as to the status of your legal matters. Whenever you ask, you will receive a copy of every document or correspondence that I send or receive regarding any of your matters. In general, I will try to keep you as up-to-date as I am. I will also keep information and copies in my file either physically, electronically, or both. When I have completed all the legal services necessary for the Town's various legal matters, I will close my files and return original documents to the Town Clerk. I may store my files in hard copy form for a short time, and then image or otherwise electronically copy and store the files for a period up to 10 years, at which time, I may destroy the files. You authorize me to transmit communications, data and files electronically over the Internet and to store my files for Yacolt matters electronically on the Cloud.

I am committed to providing you quality legal services and to charging reasonable fees for these services. My hourly rate, (currently 250.00), will increase to \$375.00 on January 1, 2025. I sometimes use the services of law clerks or paralegals, and such time is billed at the rate of \$90.00 per hour. Associate attorney time, if applicable, is billed at a rate of \$250.00 per hour. You understand and agree that I may, at my discretion, delegate work among the attorneys and staff in my firm

depending on the nature of the work or task, and the experience of the attorney, or capability of the staff member.

Fees for my client services vary, and are established based upon a number of factors including the following:

- The time and labor required by me, the unusual or unique nature and difficulty of the questions involved, and the skill needed to perform the legal services properly;
- The fee customarily charged in this locality for similar legal services;
- The amount of money involved and the results I obtain for you;
- The time limitations imposed by you or by the circumstances;
- The nature and length of the professional relationship with you;
- My experience, reputation and ability; and,
- The likelihood that acceptance of your work may preclude my ability to work for other clients or take on other opportunities.

My fees typically include some postage, copying and telephone charges, (including long distance). However, I may charge you my actual cost for these items in addition to my fees.

You have agreed to make a deposit of **\$ 0.00** to be applied to the fees which I will earn and the expenses which may be incurred in your matter. The funds will be placed in my trust account. This retainer is not a final billing. You agree that I have a lien against monies held in the trust account for any unbilled fees and costs. You also agree that I have a lien against any recovery that may be had in your case.

I will bill you monthly for any services provided in the prior month. Each month I will mail to you a statement showing the fees and expenses incurred in your account. If you have deposited money into my trust account, fifteen days after the date of that statement, I will transfer to my account earned attorney fees, photocopying, telephone and postage expense from the retainer, unless you have contacted me in writing to instruct otherwise. I am, however, entitled to pay without prior notification actual expenses incurred to third parties, such as filing fees, deposition expenses, service fees, etc.

In any month in which your balance in the trust account falls below **\$ 0.00**, you agree to make an additional deposit so that the balance in the trust account is maintained at a balance of at least **\$ 0.00**.

Unpaid sums become due at the time of billing. Delinquent accounts may be charged interest at a rate of one percent (1%) per month and you agree to pay the same. However, interest shall not accrue until thirty (30) days after the billing date. If it is necessary to take legal action to collect delinquent legal fees or advanced costs, you agree to pay reasonable attorney's fees and any and all costs as they relate to the collection of delinquent legal fees. If legal action is taken against you, you agree that venue shall be proper in Clark County, Washington.

In some types of cases it is possible to seek attorney fees from an opposing party. The court may order your adversary to pay part or all of your attorney's fees and costs. Such awards are totally unpredictable. Any amount received from a third party as the result of a court order will be forwarded to the Town. However, I look to the Town for payment of the total fee and Yacolt will remain totally responsible for payment of all fees and costs.

You acknowledge that I have made no guarantee regarding the successful termination of any matter, and all expressions relative thereto are matters of opinion only.

If you have been given an estimate of the amount of fees required to pursue your matter, you acknowledge that such estimate is just that - an *estimate*. Due to many factors that cannot be

reasonably anticipated, my fees may be more than the estimate given to you. I will reasonably endeavor to inform you if the fees will be higher than estimated, but you acknowledge that you are responsible for all fees including those fees that exceed any estimate given.

You may discharge me and my firm for any cause upon telephone notice followed by written notice either from you or from the new lawyer whom you choose to hire. You may secure additional copies of your file at any time upon payment of any balance owing, including the costs of providing an additional copy of the file. Your original file is your property, other than those matters relating solely to my or my staff's impressions, notes, etc. relating to the relationship between you and my firm.

Another lawyer may be appointed to close my office if I die or become disabled or impaired. In that event, you agree that the assisting lawyer can review your file to protect your rights and can assist in closing my office.

Since the Town of Yacolt is a corporation or other form of business entity organized under Washington Law, my firm has certain duties under the Rules of Professional Conduct applicable to attorneys, including those rules under RPC 1.13, attached hereto. The Town of Yacolt, and its authorized signatory hereto, acknowledge having read the attached RPC 1.13 and acknowledge that my firm and I represent the Client, Town of Yacolt, and not its officers, Council members, directors, officers, employees, members, shareholders or other constituents. I will receive direction from the Town's Mayor or the Mayor's designee, (including, from time-to-time, other officers of the Town, or contract management acting under direction of the Mayor or Council), and shall have a right to rely on the directions given by the Client's Presiding Officer or the Presiding Officer's designee(s) with respect to the matter as the decisions of the Client unless I, in my professional opinion, believe that I must seek direction from the Client's Council or other governing body, or otherwise act in the interest of the Client pursuant to the requirements of RPC 1.13 or other such law governing the representation of corporate entities.

This agreement constitutes the entire agreement of the parties and supersedes all oral and written agreements and understandings made or agreed prior to the date of this agreement.

Please let me know if you have any questions about my fees or billing policies. I welcome your comments, positive or negative, about the service I provide at any time. If this arrangement is acceptable to you, please sign below and return the agreement to me.

Once again, thank you very much for the opportunity to continue representing the Town of Yacolt.

Very truly yours,



David W. Ridenour
/dwr

<u>Read and Approved</u>
Ian Shealy: _____ Title: Mayor, Town of Yacolt
Date: _____

**RPC RULE 1.13
ORGANIZATION AS CLIENT**

- (a). A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents.
- (b). If a lawyer for an organization knows that an officer, employee or other person associated with the organization is engaged in action, intends to act or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization, or a violation of law that reasonably might be imputed to the organization, and that is likely to result in substantial injury to the organization, then the lawyer shall proceed as is reasonably necessary in the best interest of the organization. Unless the lawyer reasonably believes that it is not necessary in the best interest of the organization to do so, the lawyer shall refer the matter to higher authority in the organization, including, if warranted by the circumstances, to the highest authority that can act on behalf of the organization as determined by applicable law.
- (c). Except as provided in paragraph (d), if
- (1). despite the lawyer's efforts in accordance with paragraph (b) the highest authority that can act on behalf of the organization insists upon or fails to address in a timely and appropriate manner an action, or a refusal to act, that is clearly a violation of law, and
 - (2). the lawyer reasonably believes that the violation is reasonably certain to result in substantial injury to the organization, then the lawyer may reveal information relating to the representation whether or not Rule 1.6 permits such disclosure, but only if and to the extent the lawyer reasonably believes necessary to prevent substantial injury to the organization.
- (d). Paragraph (c) shall not apply with respect to information relating to a lawyer's representation of an organization to investigate an alleged violation of law, or to defend the organization or an officer, employee or other constituent associated with the organization against a claim arising out of an alleged violation of law.
- (e). A lawyer who reasonably believes that he or she has been discharged because of the lawyer's actions taken pursuant to paragraphs (b) and (c), or who withdraws under circumstances that require or permit the lawyer to take action under either of those paragraphs, shall proceed as the lawyer reasonably believes necessary to assure that the organization's highest authority is informed of the lawyer's discharge or withdrawal.
- (f). In dealing with an organization's directors, officers, employees, members, shareholders or other constituents, a lawyer shall explain the identity of the client when the lawyer knows or reasonably should know that the organization's interests are adverse to those of the constituents with whom the lawyer is dealing.
- (g). A lawyer representing an organization may also represent any of its directors, officers, employees, members, shareholders or other constituents, subject to the provisions of Rule 1.7. If the organization's consent to the dual representation is required by Rule 1.7, the consent shall be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.
- (h). For purposes of this Rule, when a lawyer who is not a public officer or employee represents a discrete governmental agency or unit that is part of a broader governmental entity, the lawyer's client is the particular governmental agency or unit represented, and not the broader governmental entity of which the agency or unit is a part, unless:

- (1). otherwise provided in a written agreement between the lawyer and the governmental agency or unit; or
- (2). the broader governmental entity gives the lawyer timely written notice to the contrary, in which case the client shall be designated by such entity. Notice under this subsection shall be given by the person designated by law as the chief legal officer of the broader governmental entity, or in the absence of such designation, by the chief executive officer of the entity.

Comment

The Entity as the Client

[1] An organizational client is a legal entity, but it cannot act except through its officers, directors, employees, shareholders and other constituents. Officers, directors, employees and shareholders are the constituents of the corporate organizational client. The duties defined in this Comment apply equally to unincorporated associations. "Other constituents" as used in this Comment means the positions equivalent to officers, directors, employees and shareholders held by persons acting for organizational clients that are not corporations.

[2] When one of the constituents of an organizational client communicates with the organization's lawyer in that person's organizational capacity, the communication is protected by Rule 1.6. Thus, by way of example, if an organizational client requests its lawyer to investigate allegations of wrongdoing, interviews made in the course of that investigation between the lawyer and the client's employees or other constituents are covered by Rule 1.6. This does not mean, however, that constituents of an organizational client are the clients of the lawyer. The lawyer may not disclose to such constituents information relating to the representation except for disclosures explicitly or impliedly authorized by the organizational client in order to carry out the representation or as otherwise permitted by Rule 1.6.

[3] When constituents of the organization make decisions for it, the decisions ordinarily must be accepted by the lawyer even if their utility or prudence is doubtful. Decisions concerning policy and operations, including ones entailing serious risk, are not as such in the lawyer's province. Paragraph (b) makes clear, however, that when the lawyer knows that the organization is likely to be substantially injured by action of an officer or other constituent that violates a legal obligation to the organization or is in violation of law that might be imputed to the organization, the lawyer must proceed as is reasonably necessary in the best interest of the organization. As defined in Rule 1.0(f), knowledge can be inferred from circumstances, and a lawyer cannot ignore the obvious.

[4] In determining how to proceed under paragraph (b), the lawyer should give due consideration to the seriousness of the violation and its consequences, the responsibility in the organization and the apparent motivation of the person involved, the policies of the organization concerning such matters, and any other relevant considerations. Ordinarily, referral to a higher authority would be necessary. In some circumstances, however, it may be appropriate for the lawyer to ask the constituent to reconsider the matter; for example, if the circumstances involve a constituent's innocent misunderstanding of law and subsequent acceptance of the lawyer's advice, the lawyer may reasonably conclude that the best interest of the organization does not require that the matter be referred to a higher authority. If a constituent persists in conduct contrary to the lawyer's advice, it will be necessary for the lawyer to take steps to have the matter reviewed by a higher authority in the organization. If the matter is of sufficient seriousness and importance or urgency to the organization, referral to higher authority in the organization may be necessary even if the lawyer has not communicated with the constituent. Any measures taken should, to the extent practicable, minimize the risk of revealing information relating to the representation to persons outside the organization. Even in circumstances where a lawyer is not obligated by Rule 1.13

to proceed, a lawyer may bring to the attention of an organizational client, including its highest authority, matters that the lawyer reasonably believes to be of sufficient importance to warrant doing so in the best interest of the organization.

[5] Paragraph (b) also makes clear that when it is reasonably necessary to enable the organization to address the matter in a timely and appropriate manner, the lawyer must refer the matter to higher authority, including, if warranted by the circumstances, the highest authority that can act on behalf of the organization under applicable law. The organization's highest authority to whom a matter may be referred ordinarily will be the board of directors or similar governing body. However, applicable law may prescribe that under certain conditions the highest authority reposes elsewhere, for example, in the independent directors of a corporation.

Relation to Other Rules

[6] The authority and responsibility provided in this Rule are concurrent with the authority and responsibility provided in other Rules. In particular, this Rule does not limit or expand the lawyer's responsibility under Rules 1.8, 1.16, 3.3 or 4.1. Paragraph (c) of this Rule supplements Rule 1.6(b) by providing an additional basis upon which the lawyer may reveal information relating to the representation, but does not modify, restrict, or limit the provisions of Rule 1.6(b)(1)-(7). Under paragraph (c) the lawyer may reveal such information only when the organization's highest authority insists upon or fails to address threatened or ongoing action that is clearly a violation of law, and then only to the extent the lawyer reasonably believes necessary to prevent reasonably certain substantial injury to the organization. It is not necessary that the lawyer's services be used in furtherance of the violation, but it is required that the matter be related to the lawyer's representation of the organization. If the lawyer's services are being used by an organization to further a crime or fraud by the organization, Rules 1.6(b)(2) and 1.6(b)(3) may permit the lawyer to disclose confidential information. In such circumstances Rule 1.2(d) may also be applicable, in which event, withdrawal from the representation under Rule 1.16(a)(1) may be required.

[7] Paragraph (d) makes clear that the authority of a lawyer to disclose information relating to a representation in circumstances described in paragraph (c) does not apply with respect to information relating to a lawyer's engagement by an organization to investigate an alleged violation of law or to defend the organization or an officer, employee or other person associated with the organization against a claim arising out of an alleged violation of law. This is necessary in order to enable organizational clients to enjoy the full benefits of legal counsel in conducting an investigation or defending against a claim.

[8] A lawyer who reasonably believes that he or she has been discharged because of the lawyer's actions taken pursuant to paragraph (b) or (c), or who withdraws in circumstances that require or permit the lawyer to take action under either of these paragraphs, must proceed as the lawyer reasonably believes necessary to assure that the organization's highest authority is informed of the lawyer's discharge or withdrawal.

Government Agency

[9] The duty defined in this Rule applies to governmental organizations. Defining precisely the identity of the client and prescribing the resulting obligations of such lawyers may be more difficult in the government context and is a matter beyond the scope of these Rules. See Scope [18]. Although in some circumstances the client may be a specific agency, it may also be a branch of government, such as the executive branch, or the government as a whole. For example, if the action or failure to act involves the head of a bureau, either the department of which the bureau is a part or the relevant branch of government may be the client for purposes of this Rule. Moreover, in a matter involving the conduct of government officials, a government lawyer may have authority under applicable law to question such conduct more

extensively than that of a lawyer for a private organization in similar circumstances. Thus, when the client is a governmental organization, a different balance may be appropriate between maintaining confidentiality and assuring that the wrongful act is prevented or rectified, for public business is involved. In addition, duties of lawyers employed by the government or lawyers in military service may be defined by statutes and regulation. This Rule does not limit that authority. See Scope.

Clarifying the Lawyer's Role

[10] There are times when the organization's interest may be or become adverse to those of one or more of its constituents. In such circumstances the lawyer should advise any constituent, whose interest the lawyer finds adverse to that of the organization of the conflict or potential conflict of interest, that the lawyer cannot represent such constituent, and that such person may wish to obtain independent representation. Care must be taken to assure that the individual understands that, when there is such adversity of interest, the lawyer for the organization cannot provide legal representation for that constituent individual, and that discussions between the lawyer for the organization and the individual may not be privileged.

[11] Whether such a warning should be given by the lawyer for the organization to any constituent individual may turn on the facts of each case.

Dual Representation

[12] Paragraph (g) recognizes that a lawyer for an organization may also represent a principal officer or major shareholder.

Derivative Actions

[13] Under generally prevailing law, the shareholders or members of a corporation may bring suit to compel the directors to perform their legal obligations in the supervision of the organization. Members of unincorporated associations have essentially the same right. Such an action may be brought nominally by the organization, but usually is, in fact, a legal controversy over management of the organization.

[14] The question can arise whether counsel for the organization may defend such an action. The proposition that the organization is the lawyer's client does not alone resolve the issue. Most derivative actions are a normal incident of an organization's affairs, to be defended by the organization's lawyer like any other suit. However, if the claim involves serious charges of wrongdoing by those in control of the organization, a conflict may arise between the lawyer's duty to the organization and the lawyer's relationship with the board. In those circumstances, Rule 1.7 governs who should represent the directors and the organization.

Additional Washington Comment

[15] Paragraph (h) was taken from former Washington RPC 1.7(c); it addresses the obligations of a lawyer who is not a public officer or employee but is representing a discrete governmental agency or unit.

[16] In-house lawyers and lawyers with comparable employment situations may face unique employment expectations that impact their rights if discharged by the client. See *Karstetter v. King County Corrections Guild*, 193 Wn.2d 672, 444 P.3d 1185 (2019); Comment [4] to Rule 1.16.

[Amended effective June 4, 2021.]



Town of Yacolt Request for Council Action

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

Name: Stephanie Fields, Town Clerk
Ian C. Shealy, Mayor
Group Name: Staff

Address: 202 W. Cushman St.
P.O. Box 160
Yacolt, WA 98675
Phone: Town Clerk (360) 686-3922

Email Address: clerk@townofyacolt.com
Alt. Phone:

ITEM INFORMATION:

Item Title: Review Status of Procurement Efforts for Legal Services.

Proposed Meeting Date: December 9, 2024.

Action Requested of Council: None. Update for discussion only.

Proposed Motion: None.

Summary/ Background: Over the last several months the Town has engaged in a number of strategies to develop proposals from attorneys and law firms for legal services. The Town has contacted numerous law firms throughout the state of Washington about their municipal practice emphasis, billing rates, and ability to assist the Town. The Town also contacted local attorney Bill Eling who provided general legal services to the Town in 2018. Most recently, the Council directed staff to publish a Request for Proposals from interested law firms in The Reflector. (A copy of the Request for Proposals is attached.) The Town received no response to the RFP.

Mayor Shealy will provide an update to the Council with additional information about these efforts.

Attachments: Request for Proposals published November 20, 2024, in The Reflector.

Staff Contact(s): Ian Shealy, Mayor.
Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.

For publication in The Reflector – November 20, 2024 edition:

**TOWN OF YACOLT
REQUEST FOR PROPOSALS
LEGAL SERVICES – GENERAL MUNICIPAL LAW
Proposal due by 2 p.m. on December, 2024**

PROPOSAL REQUIREMENTS

The Town of Yacolt is seeking legal services including legal advice, counsel and opinions to the Mayor, Town Council, Town Clerk, and other Town department heads. Successful bidder(s) will be asked to provide support to the current Town Attorney and, at the Mayor’s discretion, may be appointed as Town Attorney in the future.

The legal work involves responsibility for or assistance with the preparation and review of Town Ordinances, Resolutions, contracts and other legal documents; legal opinions and memoranda; review of public works projects; land use planning; assistance to the Building Department; purchasing and procurement; leasing, purchasing and sale of property; employment matters; public disclosure laws; Code enforcement; and certain other limited legal services as requested from time to time by the Mayor or Town Council.

The individual or firm should be available to attend Council meetings as requested. The Town Council meets regularly on the second Monday of each month at 7:00 p.m. Occasionally special meetings are held and the individual or firm should attend the meetings when requested by the Mayor or Town Council.

The Town is prepared to review proposals from individuals or firms to serve as an independent contractor. The Town is requesting that proposals include fees calculated on an hourly basis and any proposal for expense reimbursement beyond payments for time.

Requested Information. Proposals should include the following information:

1. For individual proposers, employment history and practice emphasis since 2005. For firm proposers, legal status and practice emphasis of firm since 2005.
2. Qualifications for providing legal services, for each attorney likely to provide services, including: a). Year of admission to Washington Bar and years of practice; b). Years of municipal or other public sector law practice as a full-time government attorney or specializing in municipal or other public sector practice in a law firm or as a sole practitioner; c). Particular areas of knowledge and experience in Washington government law, including but not limited to law related to cities or towns. Examples may include but are not necessarily limited to law related to: Land use; Personnel matters; Taxes, fees, and charges applicable to the State of Washington and local jurisdictions; Annexation; Public purchasing and contracting; d). Open meetings, public records, and public disclosure; e). Government ethics; and f). Elections.
3. Litigation experience, including descriptions of representative cases and outcomes.
4. Drafting experience, such as drafting contracts, memoranda, ordinances, and resolutions.
5. Experience giving oral advice such as during the course of Town Council meetings and by telephone to Town staff.
6. Other types of clients represented.
7. Affiliations or clients that could cause conflicts of interest regarding likely Town Attorney matters.

8. The names and contact information for three professional references.

Evaluation Criteria:

1). Fees and costs; 2). Quality of previous performance; 3). Ability to meet deadlines; 4). Responsiveness to requirements for this Request for Proposals; 5). Compliance with statutes and rules relating to contracts or services; 6). References; 7). Staffs availability to the Town; 8). Licensing and certification; 9). Ability to meet necessary response times for unscheduled work and emergencies; 10). Qualifications and experience of individual(s) or firm including key personnel.

The Town may conduct reference checks for finalist law firm(s) and private attorney(s). Yacolt reserves the right to reject any or all proposals, waive technicalities or irregularities, negotiate with finalist firms with respect to the scope of work and other matters, and to accept any proposal if such action is determined to be in the best interest of the Town.

Delivery: Proposals may be hand delivered to the Yacolt Town Clerk at 202 W. Cushman St., Yacolt, or mailed to P.O. Box 160, Yacolt, WA 98675.

Questions about this Request for Proposal or current legal services received by the Town should be directed to Stephanie Fields, Town Clerk, at clerk@townofyacolt.com, or by phone at 360-686-3922.

Published this 20th day of November, 2024



Town of Yacolt Request for Council Action

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

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

Address: 202 W. Cushman St.
P.O. Box 160
Yacolt, WA 98675
Phone: Town Clerk (360) 686-3922

Email Address: clerk@townofyacolt.com
Alt. Phone: David Ridenour (360) 991-7659

ITEM INFORMATION:

Item Title: Review Proposed Consultant Agreement for Lobbying Services through 2025.

Proposed Meeting Date: December 9, 2024.

Action Requested of Council: Review and approve proposed 2025 Consultant Agreement for Lobbying Services, authorizing the Mayor's signature.

Proposed Motion: "I move that the Council approve and authorize the Mayor to execute the proposed Consulting Agreement with Gordon Thomas Honeywell Governmental Affairs in substantially the form presented."

Summary/ Background: Mayor Shealy has developed a working relationship with a lobbying consulting firm and will present information about the firm to the Town Council. A proposed contract with the lobbying firm, "Gordon Thomas Honeywell Governmental Affairs", is attached.

The Town Attorney has reviewed the Agreement and approved it as to form. He has proposed minor editorial corrections and additions to the attached contract, and will be prepared to discuss the terms of the Agreement with the Council during the meeting.

In terms of procurement concerns, this contract for personal services does not trigger specific statutory procurement

requirements that exist for other types of services, (such as engineering services). Yacolt has no internal procedure or policy governing the procurement of such services other than the general policy of reviewing procurement procedures on an *ad hoc* basis to best protect the Town. Yacolt's small size together with uncertainty over the specific unique procurement needs the Town may face in the future, make it difficult and inefficient to develop elaborate procurement policies that cover all possible future events. As a result, the Town Council has significant flexibility in determining whether and how to protect the Town's financial interests in this case.

While the Town has not engaged in a competitive process for the lobbying services, the Council may consider whether the public is adequately protected in this instance through other safeguards, including the relatively small monthly cost for the services, the ability to terminate the contract for convenience at any time, and the information gathered by Mayor Shealy during his research of the proposal. Other factors to consider include the time-sensitive nature of the work, and the significant public benefit that is possible, if not expected from this service.

Attachments: "The Town of Yacolt Consulting Agreement"

Staff Contact(s): Ian C. Shealy, Mayor.
Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.

**THE TOWN OF YACOLT
CONSULTING AGREEMENT**

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

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

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

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

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

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

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

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

H. Release of Claims; Indemnity. The Consultant will defend, indemnify and hold the Town, its officers, officials, employees, contractors and volunteers harmless from all claims, injuries,

damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performing the Services, except for injuries and damages caused by the sole negligence of the Town.

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

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

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

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

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

M. Miscellaneous.

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

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

Consultant:

Gordon Thomas Honeywell
Governmental Affairs

Town of Yacolt:

Tim Schellberg
President

Ian C. Shealy
Mayor

Date: _____

Date: _____

PO Box 1677
Tacoma, WA 98401

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

Attest: _____
Stephanie Fields
Town Clerk

Date: _____

**ATTACHMENT "A" TO
THE TOWN OF YACOLT CONSULTING AGREEMENT**

A. Scope of Work:

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

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

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

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

D. Term of Agreement: Consultant's services shall commence on December 1, 2024 and shall terminate on December 31, 2025.



Town of Yacolt Agenda Request

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

Name: Mayor Shealy

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayor@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Security Camera Procurement Update

Proposed Meeting Date: December 9, 2024

Action Requested of Council: Hear the latest updates on procurement of security cameras to be placed around Town.

Proposed Motion: None; TBD

Summary/ Background: The Town has been seeking for over a year to purchase and install security cameras in various places (mainly the parks and Town Hall). Several bids have been received, along with much advice. Mayor Shealy and Attorney Ridenour have information to share with the Council on the latest they've learned.

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



Town of Yacolt Agenda Request

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

Name: Joy Tindall Group Name: Yacolt Citizens Committee
 Address: 204 E. Twin Falls St Phone: (360) 558-1539
 Email Address: Joytina30@gmail.com Alt. Phone:

ITEM INFORMATION:

Item Title: TOM McDowell Memorial Park

Proposed Meeting Date:

Action

Requested of Council:

Approval of Request. Decide which Park. Create Signs and Memorial Markers to commemorate TOM, at proposed park.

Proposed Motion:

Summary/ Background: TOM McDowell was a pillar of this community and an amazing man. HE was a sheriff in the county in the 1900s and was single handedly responsible for bringing Yacolt and north county it's own fire and EMS. I saw that the road near the fire station is named after Tom! He still deserves a park, a dedication ceremony for his family.

Staff Contact(s):

12/9/24



Town of Yacolt Request for Council Action

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

Name: Anna Mattila

Group Name: Yacolt Residents

Address: 208 W. Humphrey St.
Yacolt, WA 98675

Phone:

Email Address:

Alt. Phone:

ITEM INFORMATION:

Item Title: Request to keep chickens at 208 W Humphrey St.

Proposed Meeting Date: December 9, 2024

Action Requested of Council: Review Mrs. Mattila's request to keep chickens in her backyard; approve or deny her request

Proposed Motion: "I move that the Town approves (or denies) the Mattilas' request to keep chickens in their backyard, with the notation that they may keep up to twelve chickens, per Yacolt Ordinance #599."

Summary/ Background: Yacolt Municipal Code ("YMC") Chapter 6.10 regulates the keeping of livestock, chickens, and other fowl within the Town's limits. Per YMC 6.10.030, anyone wishing to keep chickens in Town must first get permission from the Town Council. YMC 6.10.040 – 6.10.060 (attached) provide more details on how and where chickens may be kept. On July 8, 2024, Ordinance #599 was passed by the Town Council, which allows up to 12 chickens to be kept at any given residence in Town, and further clarifies "nuisance" as related to keeping chickens. That portion of Ordinance #599 is also attached.

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

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

Excerpt from Yacolt Municipal Code:

6.10.040 Chickens – Enclosures and structures.

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

6.10.050 Nuisance.

Should two adjoining neighbors find said keeping of chickens a nuisance, and each provide a written complaint, the town of Yacolt shall have the authority to recall its permission for the keeping of said chickens. The town council reserves the right to rescind its permission for the keeping or maintaining of chickens by written notice to the owner or custodian of the chickens for violation of the terms of any part of this chapter. [Ord. 415 § 5, 2002.]

6.10.060 Livestock, fowl or chickens at large.

It is unlawful for any person being the owner or custodian of any livestock, fowl or chickens to permit such livestock, fowl or chickens to be at large upon any public street, highway, or public place, or upon the private property of another within the town. [Ord. 415 § 6, 2002.]

Excerpt from Ordinance #599:

Section 1 - Amendment of YMC Section 6.10.030: Section 6.10.030 of the Yacolt Municipal Code [Keeping of chickens in town] is hereby amended as set forth below. New text is shown by underline. Deleted text is shown by strikethrough. 6.10.030 Keeping of chickens in town. It is unlawful for any person to keep or maintain chickens within the town without first securing written permission from the town council of the town of Yacolt, Washington. No more than twelve eight chickens will be allowed per household. Any person in violation of this section shall be notified in writing. If conformity to this section is not reached within 30 days of receipt of the written notification, a civil penalty will be assessed.

Section 2 - Amendment of YMC Section 6.10.050: Section 6.10.050 of the Yacolt Municipal Code [Nuisance] is hereby replaced in its entirety and shall read as follows: 6.10.050 Nuisance. Should any adjacent neighbor of a household keeping chickens find those chickens to be a nuisance, said neighbor may provide a written complaint to the town clerk. Following an investigation into the circumstances, the town council shall review the complaint and may reconsider its permission for the keeping of said chickens. The town council may impose conditions to its continued permission to keep the chickens, or modify its permission, or rescind its permission entirely. The town council reserves the right, with or without a complaint from the public, to rescind or modify its permission to keep chickens on any property within the Town’s boundaries for any violation of the terms of any part of this chapter. The town shall provide written notice of any decision of the town council with respect to chickens to the owner or custodian of the chickens.

Dear City Council of Yacolt, WA,

My name is Anna Mattila, and I am writing to formally request approval for keeping a small flock of chickens in our backyard at 208 W. Humphrey St., Yacolt, WA. My husband and I recently married in July, and we are currently renting to own our home. We have a spacious backyard with plenty of room to properly accommodate a chicken coop and responsibly care for up to five hens.

We are proposing to place the chicken coop to the left of our shed, which measures 3 feet in width and 15 feet in length. The coop will be designed to provide a safe and comfortable environment for the chickens. I have prior experience raising chickens, and I am committed to maintaining the highest standards of animal welfare.

The primary reason we wish to keep chickens is to ensure a safe, healthy food source for our family. With concerns about the quality and safety of store-bought eggs, we prefer to produce our own. Having chickens would provide us with fresh, nutritious eggs, free from the chemicals and additives often found in commercial products. Additionally, raising chickens aligns with our plans to start a garden, as their waste will be used to fertilize our soil, creating a sustainable and self-sufficient food system.

Beyond the personal benefits, having chickens would offer broader advantages to the community. Chickens are quiet animals and will not disturb our neighbors. They also contribute to pest control by eating insects and weeds. Furthermore, the care and upkeep of chickens will provide us with an opportunity to educate our future children (and perhaps others in the community) about sustainable practices and animal care.

If the proposed dimensions for the coop or its location are not suitable, I am more than willing to make any necessary adjustments to comply with local regulations. I have attached a map of our property to show you exactly where we intend to place the coop.

Thank you very much for your time and consideration of this request. We look forward to your feedback and hope to move forward with this proposal soon.

Please feel free to contact me at 503-400-0885. If I am unavailable, it is perfectly fine to leave a detailed message, and I will get back to you as soon as possible.

Thank you again,
Anna Mattila
208 W. Humphrey St.
Yacolt, WA

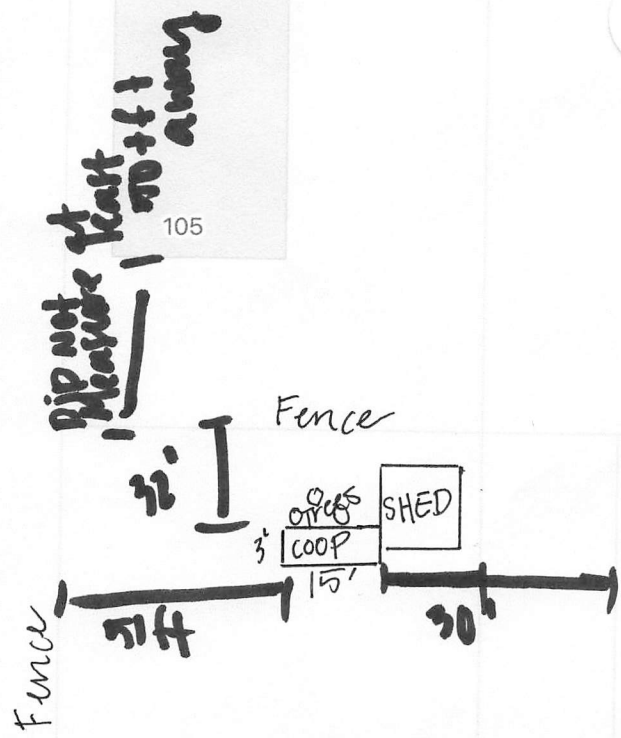


208 W Humphrey St., Yacolt WA

S Parcel Ave

S Parcel Ave

S Parcel Ave



carport



208 W Humphrey St
Recently viewed

Fence

UP to
5 HENS
NO ROOSTERS

20 FT
AWAY
OR SO
DIPND
MEASURE



W Humphrey St



208 W Humphrey St

208 W Humphrey St, Yacolt, WA 98675



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Town of Yacolt Request for Council Action

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

Name: Mayor Shealy

Group Name:

Address: 202 W. Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayor@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: C-Tran Representative

Proposed Meeting Date: December 9, 2024

Action Requested of Council: Decide if you want to support Ron Onslow to continue as the C-Tran Rep for Ridgefield, La Center, and Yacolt.

Proposed Motion: "I move that we support Ron Onslow to continue as our Representative on the C-Tran Board for 2025."

Summary/ Background: The C-Tran Board consists of nine members, who each represent a city or an area within Clark County. Ron Onslow has been serving off and on as the Board Member who represents the Town of Yacolt, and the cities of Ridgefield and LaCenter, including 2024. During his tenure, C-Tran has increased their bus runs to and from Yacolt from two to three daily, and they have also added a free shuttle bus to and from the Clark County Fair. In addition, C-Tran has had one of their busses covered with a "wrap" depicting scenes from Yacolt, and they have expressed interest in participating in our parade(s) and other events. Mr. Onslow understands the need for public transportation in north Clark County. At this time, the Town of Yacolt may either nominate a new designee to represent us on the board, or reaffirm our support for Mr. Onslow to remain on the Board on the Town's behalf.

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

Mayor Ian Shealy
mayor@townofyacolt.com

(360) 686-3922



Town of Yacolt Request for Council Action

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

Name: Mayor Shealy

Group Name:

Address: 202 W. Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayor@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Nuisance Declaration

Proposed Meeting Date: December 9, 2024

Action Requested of Council: Evaluate the complaints, photos, and ongoing situation to decide if you wish to declare a nuisance at 106 S. Dylans Ct.

Proposed Motion: "I move that the Town declares that the situation at 106 S Dylan's Ct. constitutes a Nuisance, and that we move forward with action to have the nuisance corrected beginning with issuance of a Notice of Civil Violation."

Summary/ Background: In August of this year, one of the occupants of 106 S. Dylans Ct. was reported to have been building onto the north side of his house, although no permit had been issued. A Stop Work Order was issued and posted on the house by the Public Works Director August 15th, stating that the homeowner would need to obtain a building permit from the Town before continuing any work on the house. The homeowner and the man who had been doing the work (her son) then came to Town Hall and picked up a Building Permit Application. A letter regarding the Stop Work Order and the need to obtain a permit was personally handed to the homeowner at that time. The Application was never turned in to Town Hall. The Public Works Department has gone and taken photos to verify whether work has continued on the home, and it looks like a small addition had been begun on the south side of the home as well. Although work did not seem to be continuing, building materials and other debris have been collecting on the front yard and driveway. A week ago, the Public Works Director received a video from a neighbor, showing construction work being done once again on the home, at night. New photos were taken and it looks like construction has indeed begun again. In addition, building materials and junk continue to fill the front yard. See attached photos.

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

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







Town of Yacolt Request for Council Action

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

Name: Mayor Shealy

Group Name:

Address: 202 W. Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: mayor@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Ordinance #603 - Clerk Wage Increase

Proposed Meeting Date: December 9, 2024

Action Requested of Council: Adopt Ordinance #603, thereby authorizing a wage increase for the Town Clerk.

Proposed Motion: "I move that we approve (or deny) adoption of Ordinance #603, which authorizes a wage increase for the Town Clerk effective January 1, 2025."

Summary/Background: The Town Clerk has been at the same rate since January 1, 2023. The Town Council, Mayor and Attorney met in Executive Session at the November 12th Council Meeting, to discuss employee performance. At that time, the Council concluded that between cost-of-living increases and a performance-based raise, it is appropriate for the Clerk's wage to be increased. RCW 35.27.130 requires that an Ordinance be adopted to fix the Clerk's rate of compensation.

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

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

DRAFT ORDINANCE #603 DRAFT

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

Recitals

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

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

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

Whereas, Yacolt’s 2025 Budget, adopted by Ordinance #602 on November 18, 2024, contains adequate appropriations in its General Fund, (Fund #001) for the increased salary amounts described below; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 9th day of December 2024, and all members of the Town Council have had notice of the time, place, and purpose of said meeting;

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

Section 1 - Adoption of Recitals: The foregoing Recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

Section 2 – Increase to Clerk’s Pay Rate: The Clerk’s hourly rate of pay will be increased to \$35.00 as of the pay period beginning January 1, 2025.

Section 3 - Yacolt Municipal Code: This Ordinance #603 is a special Ordinance of the Town of Yacolt and therefore shall not result in any amendment to the Yacolt Municipal Code.

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

- 4.1 Publication of Ordinance:** Upon the Effective Date of this Ordinance, the Town Clerk is directed to send a copy hereof to Code Publishing Company of Seattle, Washington.
- 4.2 Implementation of Increase to Pay Rate:** The Town Clerk is directed to increase the hourly pay rate of the Clerk to \$35.00 as of the pay period beginning January 1, 2025.

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

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

Town of Yacolt - Summary of Ordinance #603

The Town Council of the Town of Yacolt adopted Ordinance #603 at its regularly scheduled Town Council meeting held on December 9, 2024. The content of the Ordinance is summarized in its title as follows:

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

The effective date of the Ordinance is December 18, 2024.

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 18th day of December, 2024.
Stephanie Fields, Town Clerk

PASSED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 9th day of December, 2024.

TOWN OF YACOLT

Ian C. Shealy, Mayor

Attest:

Stephanie Fields, Town Clerk

Approved as to Form:

David W. Ridenour, Town Attorney

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

TOWN CLERK’S CERTIFICATION

I hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance #603 of the Town of Yacolt, Washington, entitled “AN ORDINANCE OF THE TOWN OF YACOLT, WASHINGTON, PROVIDING FOR INCREASED WAGES FOR THE TOWN CLERK AND ESTABLISHING AN EFFECTIVE DATE” as approved according to law by the Town Council on the date therein mentioned. The Ordinance has been published or posted according to law.

Attest:

Stephanie Fields, Town Clerk

Approved: December 9, 2024
Published: December 18, 2024
Effective Date: December 18, 2024
Ordinance Number: 603