



Town of Yacolt
202 W. Cushman St. P O Box 160
Yacolt, WA 98675
(360) 686-3922 FAX: (360) 686-3853
www.townofyacolt.com

January 16, 2018
Town Council Agenda
Town Hall 7:00 PM

- 1. Call to Order**
- 2. Flag Salute**
- 3. Roll Call**
- 4. Minutes of Previous Meeting**
 - A. Proposed Minutes for Regular Council Meeting - January 2, 2018**
 - B. Proposed Minutes for Special Council Meeting - January 8, 2018**
- 5. Late Changes to the Agenda**
- 6. 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.**
- 7. Old Business:**
 - A. Revised Interlocal Agreement for Staff Support Services**
 - B. Review of Ordinance Publication Procedures - Discussion**
 - C. Clark County Planning Services Interlocal Agreement - Update**
 - D. County Health Department / Septic Regulations - Update**
- 8. New Business:**
 - A. Cemetery Management - Discussion**
 - B. Executive Session, (Potential Litigation)**
 - C. Health Insurance Benefits for Part-Time Employees**
- 9. Mayor's Comments**
- 10. Attorney's Comments**
- 11. Council's Comments**
- 12. Public Works Dept. Report**
- 13. Town Clerks Report**
- 14. Pay Bills on behalf of the Town**
- 15. Adjourn**

The Town of Yacolt is celebrating 110 Years....1908 - 2018!

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

January 2, 2018
Town Council Meeting Minutes, (Regular Meeting)

DRAFT MINUTES – FOR COUNCIL REVIEW

1. Call to Order:

Mayor Myers called the meeting to order at 7:00 p.m.

2. Flag Salute:

3. Roll Call:

PRESENT: Mayor Myers and Council members Bryant, Boget, Noble, Moseley.
Public Works Director Ross, Town Attorney Ridenour, and Customer Service Clerk Younce.
ABSENT: Council member Rowe-Tice.

4. Late Changes to the Agenda:

Mayor Myers proposed the addition of the following agenda items:
New Business – Item F: Discussion about the Clerk services arrangement with Battle Ground.
New Business – Item G: Resolution #565, Interlocal Agreement with Battle Ground for Clerk Services.
There was no objection from the Council, and the requested items were added to the agenda.

5. Minutes of Previous Meeting:

Draft Meeting Minutes for 12/18/2018 were presented.
MOTION: Council member Bryant moved to approve the minutes from the previous meeting with one correction: The Little League discussion should be referenced as item A under Old Business.
SECOND: Council Member Boget.
AYES: Council members Bryant, Boget, Noble and Moseley.
VOTE: Motion carried.

6. Citizen Communication: None.

7. Old Business: None.

8. New Business:

A. Request for Variance for 101 and 103 W. Jones Street:

Mayor Myers informed the Council that Mr. Foley withdrew his applications for Variances. The Council discussed minimum lot sizes and the role of the County Health Department in building permit decisions.

- B. Separation Agreement and General Release:
MOTION: Council member Bryant moved to approve the Separation Agreement and General Release between Cindy Marbut and the Town of Yacolt.
SECOND: Council member Noble.
AYES: Council members Bryant, Boget, Noble and Moseley.
VOTE: Motion Carried.
- C. Use of Town Logo:
The Council approved Terry Gardner's request to use the Town logo for coffee cups.
- D. Interlocal Agreement with Clark County Planning Services:
The Council discussed the status of the County's work to update the Town's development and critical areas ordinances.
- E. County Health Department Review of Town Septic Regulations:
The Council discussed ongoing work with the County Health Department to manage nitrate levels in the Town's water supply through consistent regulation of septic systems.
- F. Proposed Workshop with Battle Ground City Manager:
The Council scheduled a workshop for Monday, January 8, 2018, at 6:00 p.m. to discuss having Battle Ground provide administrative services to the Town on a temporary or long-term basis. The City Manager of Battle Ground will attend the meeting.
- G. Resolution #565: Emergency Mutual Aid Assistance Agreement:
MOTION: Council Member Boget moved to approve Resolution #565.
SECOND: Council member Moseley.
AYES: Council members Bryant, Boget, Noble and Moseley.
VOTE: Motion Carried.
- 9. Mayor's Comments:** Mayor Myers thanked everyone for coming out to the meeting. Mayor Myers asked the Council to consider changing the title of the Customer Service Clerk to 'Assistant Clerk' or another title to more accurately reflect the job description for the position.
- 10. Town Attorney's Comments:** None.
- 11. Council Comments:** Council member Noble thanked Public Works for their hard work.
- 12. Public Work's Report:** Bill Ross reported on efforts to address vandalism in the Town Park.
- 13. Town Clerk Report:** None.
- 14. Pay Bills on Behalf of the Town:**
MOTION: Council member Bryant moved to approve the payment of the bills as presented.

SECOND: Council member Boget.

AYES: Council members Bryant, Boget, Noble and Moseley.

VOTE: Motion Carried.

15. Adjourn Meeting: Mayor Myers adjourned the meeting at 8:05 p.m.

DRAFT

DRAFT

Vince Myers, Mayor

Katie Younce, Acting Town Clerk

The minutes were prepared by Acting Town Clerk Katie Younce. An audio tape of this meeting is available through the Town Clerk's Office.



Yacolt Town Council

Special Meeting Minutes
January 8, 2018

YACOLT TOWN COUNCIL MEETING MINUTES TOWN OF YACOLT, WASHINGTON

SPECIAL MEETING:

DATE OF SPECIAL MEETING: Monday, January 8, 2018
PLACE OF MEETING: Town Hall Council Chambers
202 W. Cushman Street
Yacolt, WA 98675

1. **Call to Order:** Mayor Vince Myers called the meeting to order at 6:00 p.m.
2. **Pledge of Allegiance.**
3. **Roll Call:**

Council:

Mayor Vince Myers:	Present
Position #1 - Amy Boget:	Present
Position #2 - Tami Bryant:	Present
Position #3 - Malita Moseley:	Present
Position #4 - Herbert Noble:	Present
Position #5 - Rhonda Rowe-Tice:	Absent

Staff:

Customer Service Clerk - Katie Younce:	Present
Public Works Director - Bill Ross:	Absent
Town Attorney - David Ridenour:	Present

Guests Present:

Jeff Swanson - City Manager, City of Battle Ground.
Christine Hayes - City Attorney, City of Battle Ground.

4. **Late Changes to the Agenda:** Mayor Myers proposed that an executive session be added to the agenda. The agenda item was added without objection.

5. **Executive Session:** Mayor Myers called a recess of the public meeting to hold an executive session of the Council to review potential litigation and legal risks relating to the Town's practices, (authorized by RCW 42.30.110(1)(i)). Mayor Myers invited the Town Attorney, Jeff Swanson, Christine Hayes, and Katie Younce to attend the executive session. Mayor Myers announced that the executive session would last 45 minutes and end at 6:48 p.m. Mayor Myers recessed the public meeting at 6:03 p.m.
6. **Public Meeting Reconvened:** Mayor Myers re-opened the public meeting at 6:48 p.m.
7. **Workshop – Interlocal Agreement with the City of Battle Ground to Provide Administrative Support Services to the Town of Yacolt:** Jeff Swanson, (Battle Ground City Manager), noted that Battle Ground and Yacolt are currently parties to an Emergency Agreement by which Battle Ground provides administrative services to the Town Clerk's Office. Mr. Swanson suggested that a revised agreement be drafted to describe more detail regarding the parties' responsibilities now that the nature of the services to be provided is better understood. Mr. Swanson and Christine Hayes, (Battle Ground City Attorney), presented information to the Council regarding the scope and cost of Battle Ground's services, as well as suggestions for a more complete Interlocal Agreement with the Town. Following discussion, the Council directed the Yacolt Town Attorney to work with the Battle Ground City Attorney to develop a revised Interlocal Agreement for the Councils of Yacolt and Battle Ground to consider at their upcoming regular public meetings scheduled for Tuesday, January 16, 2018.
8. **Adjourn:** There being no further business, Mayor Myers adjourned the meeting at 7:35 p.m.

Katie Younce
Acting Town Clerk

Vince Myers, Mayor

The minutes were prepared by Town Attorney David W. Ridenour. An audio tape of this meeting is available through the Town Clerk's Office.



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 16, 2018 Agenda Item:

Contact Information for Person/Group/Department Requesting Council Action:

Requester's Name	Mayor Vince Myers; David W. Ridenour, Town Attorney
Group Name (if applicable)	Staff
Address	4001 Main Street, Suite 306
Daytime Phone	360-906-1556
Alternate Phone	
E-Mail Address	davidwr@copper.net

Item Title:

Revised Interlocal Agreement for Staff Support Services

Action Requested of Council:

Consider the attached new Interlocal Agreement with the City of Battle Ground as a replacement for the Emergency Agreement approved in December, 2017.

Proposed Motion:

I move to approve Resolution #566 authorizing the Mayor to sign the proposed Interlocal Agreement Between the City of Battle Ground and the Town of Yacolt for Temporary Administrative Services.

[with changes as noted and approved by the Council...]

Summary / Background:

The Town of Yacolt has contracted with the City of Battle Ground to provide periodic staff support services to the Town, primarily for the functions and duties of the Town Clerk's Office. The Council held a workshop on this subject on January 8, 2018, which was attended by the Battle Ground City Manager and City Attorney. At that workshop, the Council directed the attorneys for the two communities to create a revised Interlocal Agreement to better describe the responsibilities of the parties in a longer-term Agreement.

The Town Attorney prepared the attached draft and delivered it to Battle Ground for comment and changes. No response from Battle Ground was received in time to include their changes in the Council packet. Any suggestions and comments offered by Battle Ground prior to the Council's meeting will be explained during the Council meeting.

Governing Legislation:

RCW 39.34, (Interlocal Cooperation Act).

Budget/ Finance Impacts:

The Agreement provides for monthly payments to the City of Battle Ground based on the number of hours worked by Battle Ground employees, at hourly rates set forth in the contract. The costs to the Town are expected to be largely absorbed by the current 2018 budget for Town Clerk compensation.

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Resolution #566 - Approving Interlocal Agreement
Proposed Interlocal Agreement - Staff Services - (Revised)

Staff Contact(s):

Mayor Vince Myers; Town Attorney David W. Ridenour

Resolution #566

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF BATTLE GROUND, WASHINGTON, ENTITLED “INTERLOCAL AGREEMENT BETWEEN THE CITY OF BATTLE GROUND AND THE TOWN OF YACOLT FOR TEMPORARY ADMINISTRATIVE SERVICES”

Whereas, the Town of Yacolt, Washington, (hereafter “*Town*” or “*Yacolt*”), is working to provide the essential administrative functions of the Town Clerk’s Office on both a temporary and permanent basis;

Whereas, at its regular meeting held on December 18, 2017, the Town Council approved an interlocal agreement between Yacolt and the City of Battle Ground, Washington, entitled “Emergency Mutual Aid Assistance Agreement”, (hereafter “*Emergency Agreement*”), in which the City of Battle Ground agreed to provide temporary administrative staff assistance to the Town Clerk’s Office;

Whereas, at its regular meeting held on January 2, 2018, the Town Council adopted Resolution #565 confirming the Town’s authorization and approval of the Emergency Agreement;

Whereas, at a special meeting held on January 8, 2018, the Town Council discussed the terms of its agreements with the City of Battle Ground and agreed that a revised interlocal agreement should be prepared to better describe the obligations and agreements of the parties;

Whereas, the Town Council has reviewed the revised “Interlocal Agreement Between the City of Battle Ground and the Town of Yacolt for Temporary Administrative Services”, (hereafter “*Interlocal Agreement*”), and believes that adoption of the Interlocal Agreement is in the best interests of the Town; and,

Whereas, the Town Council is in regular session this 16th day of January, 2018, 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: Adoption of Interlocal Agreement. The Town Council hereby adopts and approves the “Interlocal Agreement Between the City of Battle Ground and the Town of Yacolt for Temporary Administrative Services”, a true and correct copy of which is attached to this Resolution as Exhibit A. The Town Council authorizes and directs the Mayor to execute the Interlocal Agreement and to deliver executed originals thereof to the City of Battle Ground in accordance with the terms of the Interlocal Agreement.

Section 2: Filing of Agreement. An executed original of the Interlocal Agreement shall be filed with the Clark County Auditor.

Section 3: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, the remaining portion of this Resolution shall remain in full force and effect.

Section 4: Effective Date. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law. If published, the Town Clerk may use the following summary:

Town of Yacolt - Summary of Resolution #566

The Town Council of the Town of Yacolt adopted Resolution #566 at its regularly scheduled Town Council meeting held on January 16, 2018. The content of the Resolution is summarized in its title as follows:

“A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF BATTLE GROUND, WASHINGTON, ENTITLED ‘INTERLOCAL AGREEMENT BETWEEN THE CITY OF BATTLE GROUND AND THE TOWN OF YACOLT FOR TEMPORARY ADMINISTRATIVE SERVICES’”.

The Resolution adopts an Interlocal Agreement with the City of Battle Ground in which the City of Battle Ground agrees to provides periodic and temporary administrative staff support services to the Town of Yacolt at fixed hourly rates. The effective date of the Resolution is January 16, 2018.

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

Published this _____ day of _____, 2018.
Yacolt Town Clerk.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 16th day of January, 2018.

TOWN OF YACOLT

DRAFT

Vince Myers, Mayor

Attest:

Acting Town Clerk:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Approved as to Form:

David W. Ridenour, Town Attorney

TOWN CLERK’S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #566 of the Town of Yacolt, Washington, entitled A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF

BATTLE GROUND, WASHINGTON, ENTITLED "INTERLOCAL AGREEMENT BETWEEN THE CITY OF BATTLE GROUND AND THE TOWN OF YACOLT FOR TEMPORARY ADMINISTRATIVE SERVICES" as approved according to law by the Town Council on the date therein mentioned.

Attest:

DRAFT

Acting Town Clerk: _____

Published: _____
Effective Date: January 16, 2018
Resolution Number: 566

DRAFT

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BATTLE GROUND AND THE TOWN OF YACOLT FOR TEMPORARY ADMINISTRATIVE SERVICES

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

Recitals

Whereas, Yacolt recognizes its responsibility to provide the services of a Town Clerk and Town Treasurer pursuant to RCW 35.27, which offices have been combined pursuant to YMC 2.10.020;

Whereas, Yacolt seeks temporary assistance from Battle Ground to provide the essential functions of the office of Town Clerk;

Whereas, the City Manager of Battle Ground is willing and able to provide assistance to Yacolt on a temporary basis to fulfill the essential functions of the Yacolt Town Clerk; and,

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

Agreement

NOW THEREFORE, the Parties mutually agree as follows:

1. Administrative Services to be Provided. Yacolt may request from time to time that Battle Ground provide administrative personnel to assist with supporting the functions and duties of the Yacolt Town Clerk. Such services may be provided from time to time upon approval by the Battle Ground City Manager. Yacolt agrees to pay Battle Ground for the services of Battle Ground’s administrative personnel as described in this Agreement. Battle Ground employees shall retain all of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, worker's compensation insurance, and other benefits available to them through their primary employer.
 - a). Scope of Services. The services provided by or to be provided by Battle Ground shall be limited to the following:
 - 1).
 - 2).
 - 3).
 - b). Limitations on the Scope of Services. Battle Ground shall have no responsibility for the following:

- 1).
- 2).
- 3).

c). Place of Work. Yacolt will provide workspace at its Town Hall for Battle Ground personnel to periodically conduct work requested through this Agreement. The Parties further agree that support services may also be provided telephonically or by correspondence including e-mail correspondence. The Parties agree that the time spent by Battle Ground personnel providing services pursuant to this Agreement, regardless of the location of that work, and including reasonable travel time, shall be compensated by Yacolt under this Agreement.

2. Compensation for Services Provided. Yacolt agrees to pay Battle Ground for the fair value of services of its administrative personnel based on the time worked and the applicable agreed hourly rate for each employee. The amount of time worked shall be calculated to the nearest 1/10th of an hour, (or six-minute increments).

a). Hourly Rates. The hourly rate of compensation payable under this Agreement shall be as follows:

- 1). Battle Ground City Clerk, Kay Kammer, (2017 rate): \$56.63.
- 2). Battle Ground City Clerk, Kay Kammer, (2018 rate): \$57.74.
- 3). Battle Ground Human Resource Manager, (2018 rate): \$50.29.
- 4). Battle Ground Deputy City Clerk, (2018 rate): \$36.29.
- 5). Other Battle Ground Personnel: *(Rate(s) to be provided upon request).*

The hourly rate(s) to be charged by Battle Ground may be changed by Battle Ground upon ten (10) days written notice to Yacolt.

b). Invoice and Payment Schedule. Each calendar month, Battle Ground may submit to Yacolt an invoice for services and expenses for the previous calendar month. Yacolt will pay Battle Ground within 30 days of receiving an appropriate invoice for the services and expenses.

c). Record Keeping. Battle Ground shall maintain a record of time expended by its personnel for the benefit of Yacolt under this Agreement, which shall be provided to Yacolt with Battle Ground's invoices for services.

d). Retroactive Application. The compensation payable by Yacolt for the fair value of services rendered by Battle Ground shall be retroactive to the date of the Emergency Mutual Aid Assistance Agreement described herein.

3. Interlocal Cooperation Act Compliance. This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.

a). Purpose and Function. The purpose of this Agreement is to provide for temporary assistance to Yacolt with its obligation and desire to provide the functions and duties of its Town Clerk. This Agreement is intended to serve as a memorandum of understanding that provides flexibility for how the Parties will administer their Agreement. The Parties anticipate that they may amend this

Agreement by providing addenda as needed to describe particular projects, future modifications and related agreements.

- b). Effective Date and Duration. The Parties entered into an “Emergency Mutual Aid Assistance Agreement for Staff Assistance” filed under Clark County Auditor’s number 5476338, with an effective date of December 12, 2017, and terminating on January 31, 2018, providing for emergency staffing services in support of Yacolt’s Clerk’s Office. This successor Interlocal Agreement is formed to replace and supersede that earlier agreement. Any un-amended provisions of the earlier Agreement remain in full force and effect. This Agreement shall be effective as of the dates of the Parties’ signatures below and shall continue through December 31, 2018, unless earlier terminated by the Parties.
- c). Duration and Termination. Either party may terminate participation hereunder by providing ten (10) days prior written notice to the other party.
- d). Budget and Finance. There is no fixed budget or cost for the services contemplated by this Agreement. The parties anticipate that the cost for services provided hereunder will fluctuate depending on the needs of Yacolt and the availability of personnel by Battle Ground. Yacolt has provided for the payment of Town Clerk services in its annual budget for 2018, with the source of payment to be Yacolt’s general operating fund. Yacolt expects that the costs incurred by this Agreement will be satisfied by its current budget for Clerk services. However, if the cost of services provided under this Agreement exceeds amounts budgeted for Clerk services, then adjustments to the 2017 and/or 2018 budget will be considered by the Yacolt Town Council as necessary.
- e). Property. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement. The Agreement creates no separate legal or administrative entity. No property, real or personal, is exchanged by this Agreement. Except as may be provided herein, each party shall be responsible for the cost of its own supplies, property and equipment.
- f). Organization. No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization of the Parties. The Mayor of Yacolt and the Battle Ground City Manager shall jointly administer the terms of this Agreement. In the performance of agreed duties under this Agreement, the selected Battle Ground employees will act exclusively as the agent of Yacolt and not as the agent of Battle Ground. This Agreement is not intended to create, and should not be construed as creating, a relationship of principal and agent, or master and servant, between Battle Ground and Yacolt, their elected officials, employees or agents. No agent, employee, representative or subcontractor of Battle Ground shall be deemed an employee, agent, representative or subcontractor of Yacolt by virtue of this Agreement. Rather, an independent contractor-client relationship is created by this Agreement.
- g). Document Execution and Filing. The Parties agree to execute two (2) originals of this Agreement by authorized signature(s) of the necessary official(s) of each Party. Upon execution by the Parties, each signed original shall constitute an Agreement binding upon the Parties. One executed original of this Agreement shall be either recorded with the Clark County Auditor or posted on each Party’s web site as authorized by RCW 39.34.040.

4. Indemnity and Insurance by Yacolt. In consideration of the ceding of control by the City Manager of Battle Ground, Yacolt generally assumes full and complete responsibility and liability for the performance of selected Battle Ground employees under this Agreement and, further, covenants and agrees, as follows:
 - a. To save and hold harmless and to fully indemnify Battle Ground, Washington and the selected Battle Ground employees, together with any and all of their elected officials, respective principals, agents, employees, heirs, personal representatives, insurers, successors and assigns, of and from any and all claims, demands, damages, costs, attorneys fees (including attorneys' fees allowable under 42 U.S.C. 1988), actions, suits, causes of action, or causes of suit, under any legal theory, whether known or unknown, regarding, or in any way related to their performance under this Agreement; and
 - b. To provide and maintain insurance, providing for the separate indemnification and defense of Battle Ground for any expense or otherwise uninsured cost it may incur by virtue of this Agreement, or in any way related to its performance hereunder, including its insurance deductible or any other out-of-pocket cost, as reflected in a valid evidence of coverage letter from the Association of Washington Cities.
5. Indemnity by Battle Ground. Battle Ground agrees to indemnify, defend, save and hold harmless Yacolt, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, reckless or willful deeds in the performance of services by Battle Ground pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against Yacolt by an employee of Battle Ground or agent of Battle Ground, even if Battle Ground is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. For this purpose, Battle Ground, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
6. Media Relations. The Mayor of Yacolt, as the agency with primary jurisdiction, or his authorized representative, shall be responsible for media relations for all matters arising under the terms of this Agreement, PROVIDED that Battle Ground, through its administrative office, shall provide all reasonable assistance to Yacolt upon request.
7. Choice of Law, Dispute Resolution, Venue, and Attorney's Fees. This Agreement shall be construed according to the laws of the State of Washington. In the event any dispute arises regarding the performance or interpretation of this Agreement that cannot be resolved by the City Manager of Battle Ground and the Mayor of Yacolt, then either party may request mediation of the dispute, with costs to be equally shared by the Parties. In the event the non-requesting jurisdiction does not agree to participation in mediation, or in the event neither party agrees to participate in mediation, venue for the legal dispute shall be the Superior Court of Clark County, with costs, including reasonable attorney's fees, to be awarded to the prevailing party.
8. Notice. Any notice to be given under this Agreement shall at a minimum be in writing and delivered by first-class mail, postage pre-paid, and addressed as follows:

- a). If to Battle Ground: City of Battle Ground
Attention: City Manager
109 S.W. 1st Street
Battle Ground, WA 98604

- b). If to Yacolt: Town of Yacolt
Attention: Mayor
P.O. Box 160
Yacolt WA 98675

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

- 9. Compliance with Law. The Parties agree that, in connection with their activities under this Agreement, they shall comply with all applicable federal, state and local laws and regulations.

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

- 11. Amendment. The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved by the governing bodies of each party, and executed by the duly authorized official of each Party.

- 12. Severability. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

- 13. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary, except as specifically described herein.

- 15. Assignment. Neither this Agreement nor any portion thereof may be assigned without the express prior written consent of the Parties.

- 16. Additional Documents. The Parties agree to cooperate fully and execute any and all supplemental documents which are reasonably necessary and to take all additional actions which are reasonably necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement, including, without limitation, reasonable non-disclosure agreements for signature(s) by Battle Ground's employees and agents that Yacolt may request to preserve and protect Yacolt's confidential information.

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

“Battle Ground”

The City of Battle Ground, a Washington municipal corporation:

By: _____
Name: Jeff Swanson
Title: City Manager

_____ Date

Attest:

_____ Date
Kay Kammer, City Clerk

Approved as to form only:

_____ Date
Christine Hayes, City Attorney

“Yacolt”
The Town of Yacolt, a Washington municipal corporation:

By: _____
Name: Vince Myers
Title: Mayor

Attest:

_____ Date
Katie Younce, Acting Town Clerk

Approved as to form only:

_____ Date
David W. Ridenour, Town Attorney



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 16, 2018 Agenda Item:

Contact Information for Person/Group/Department Requesting Council Action:

Requester's Name Mayor Vince Myers; Town Attorney David Ridenour

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

Review of Ordinance Publication Procedures - Discussion

Action Requested of Council:

Discussion only, unless the Council desires to take action or offer direction to staff.

Proposed Motion:

None.

Summary / Background:

The Town has worked for a number of years to verify the publication of its Ordinances, and to improve practices and procedures with respect to the adoption, publication, and retention of records relating to its Ordinances and Resolutions. This issue is on the Council's agenda to invite further discussion about the topic and direction from the Council.

The State statutes that address publication of ordinances, and the maintenance by the Town Clerk of a Book of Ordinances follow:

35.27.300 - Ordinances—Publication—Summary—Public notice of hearings and meeting agendas.

Promptly after adoption, the text of each ordinance or a summary of the content of each ordinance shall be published at least once in the official newspaper of the town.

For purposes of this section, a summary shall mean a brief description which succinctly describes the main points of the ordinance. Publication of the title of an ordinance authorizing the issuance of bonds, notes, or other evidences of indebtedness shall constitute publication of a summary of that ordinance. When the town publishes a summary, the publication shall include a statement that the full text of the ordinance will be mailed upon request.

An inadvertent mistake or omission in publishing the text or a summary of the content of an ordinance shall not render the ordinance invalid.

In addition to the requirement that a town publish the text or a summary of the content of each adopted ordinance, every town shall establish a procedure for notifying the public of upcoming hearings and the preliminary agenda for the forthcoming council meeting. Such procedure may include, but not be limited to, written notification to the town's official newspaper, publication of a notice in the official newspaper, posting of upcoming council meeting agendas, or such other processes as the town determines will satisfy the intent of this requirement.

35.27.310 - Ordinances—Clerk to keep book of ordinances.

The town clerk shall keep a book marked "ordinances" into which he or she shall copy all town ordinances, with his or her certificate annexed to said copy stating that the foregoing ordinance is a true and correct copy of an ordinance of the town, and giving the number and title of the ordinance, and stating that it has been published or posted according to law. Such record copy, with the clerk's certificate, shall be prima facie evidence of the contents of the ordinance and of its passage and publication, and shall be admissible as such in any court or proceeding. Such record shall not be filed in any case but shall be returned to the custody of the clerk. Nothing herein shall be construed to prevent the proof of the passage and publication of ordinances in the usual way. The book of ordinances shall have a general index sufficiently comprehensive to enable a person readily to ascertain matters contained therein.

Governing Legislation:

RCW 35.27.300 and 35.27.310, (quoted above).

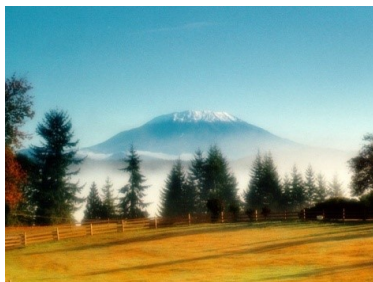
Budget/Finance Impacts:

The direct and immediate cost to identify Ordinances which require republication, and the cost of publication itself, are relatively minor.

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Staff Contact(s):

Mayor Vince Myers; David Ridenour



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 16, 2018 Agenda Item:

Contact Information for Person/Group/Department Requesting Council Action:

Requester's Name	David W. Ridenour - Town Attorney
Group Name (if applicable)	Staff
Address	4001 Main Street, Suite 306 - Vancouver, WA 98663
Daytime Phone	360-906-1556
Alternate Phone	
E-Mail Address	davidwr@copper.net

Item Title:

Clark County Planning Services Interlocal Agreement - Update

Action Requested of Council:

Consider scheduling a workshop/special Council meeting on January 29, 2018, for a public open house (including presentation by Clark County Planning Services) about Yacolt's compliance with the Growth Management Act and proposed new regulations for the Town's Code regarding critical areas management and land use / planning standards and procedures.

Proposed Motion:

I move that the Council schedule a workshop and a public open house for Monday, January 29, 2018, at _____ p.m., for a County Planning Services report on its proposals to update the Town's land use and planning regulations.

Summary / Background:

The Town of Yacolt entered into an Interlocal Agreement with Clark County's Community Planning Services Department on April 3, 2017. The agreement provides that Clark County will update the Town's regulations and critical areas ordinances so that they are in compliance with the Growth Management Act and other State and Federal law. The Council discussed the Interlocal Agreement's purpose and status at its January 2, 2018, public meeting.

Since that meeting, the Town Attorney discussed the status of the project with Gary Albrecht who is overseeing the work on behalf of the County. Mr. Albrecht is prepared to work with the Town's agents to finalize this project as soon as reasonably possible. To that end, the Town will meet with Mr. Albrecht on Tuesday, January 16, 2018, to review all proposals for changes to the Town's laws, and to identify any areas where work still needs to be done. The meeting will be attended by Public Works Director Bill Ross, Town Engineer Devin Jackson, and Town Attorney David Ridenour.

The County and the Town proposed the following schedule to complete the work:

1. Monday, January 29, 2018: Council workshop and public open house. Mr. Albrecht would provide a summary of the changes proposed for the Town's land use and planning standards and practices, answering any questions from the public and the Council.
2. Monday, February 5, 2018: Regular Council meeting. The Town Attorney and Gary Albrecht will present a proposed Ordinance to the Council for amendment of the Yacolt Municipal Code to update the Town's planning and land use Ordinances. (If approved on a tentative basis, the Town is required to provide notice of the proposed changes to the State Department of Commerce. Once the Department of Commerce approves the changes, the Ordinance would be presented to the Council a second time for final approval.)

If this schedule proves to be too ambitious, the dates will be continued as needed. The goal of the parties is to work as diligently as possible to bring this work to a conclusion quickly.

Governing Legislation:

The portions of the Yacolt Municipal Code affected by this work include Title 8.05 (nuisance ordinance), Title 16 (critical areas), and Title 18 (zoning and planning).

Budget/Finance Impacts:

Primarily expected and budgeted costs described in the Interlocal Agreement with Clark County, and related legal work for preparation of adopting ordinance(s).

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Interlocal Agreement w/ Clark County for Planning Services

Staff Contact(s):

David Ridenour - Town Attorney; Bill Ross - Public Works; Mayor Vince Myers

**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY AND THE TOWN OF YACOLT**

**CLARK COUNTY COMMUNITY PLANNING SERVICES FOR
THE TOWN OF YACOLT**

RECEIVED
APR 27 2017
BY: _____

I. INTRODUCTION

This Interlocal Agreement (Agreement) is entered into between the Town of Yacolt (Yacolt) and Clark County (County).

II. BACKGROUND

Yacolt recognizes its responsibility under WAC 365-196-500 to adopt internally consistent development regulations that implement its Comprehensive Growth Management Plan (Plan). In 2013, Yacolt updated its Plan, and must also update its development regulations to be consistent with the Plan and to ensure compliance with the requirements of RCW 36.70A.130 of the Growth Management Act (GMA). Yacolt seeks services from Clark County through the Clark County Department of Community Planning to provide assistance in updating Yacolt's development regulations.

Clark County Community Planning is willing and able to provide planning services to assist Yacolt in achieving consistency between Yacolt's development regulations and Plan, and to assist Yacolt in ensuring that Yacolt's development regulations comply with the provisions of RCW 36.70A.130 that concern critical areas.

III. PURPOSE

The purpose of this Agreement is to establish the terms by which Clark County Community Planning will provide certain planning services to Yacolt, and Yacolt will compensate Clark County Community Planning for the services provided. Clark County and Yacolt agree upon the following:

IV. SCOPE OF WORK

A. Clark County Community Planning will provide the following services to Yacolt:

1. Draft Amendments to Development Regulations:
 - a. Update Yacolt's development and zoning regulations, (Ordinance #371 as amended), to reflect consistency with the Plan and to incorporate Best Available Science, as that term is used within GMA.
 - b. Delete MH from Ordinance 371 Section 6: Manufacturing Districts (ML, MH) to insure consistency with the updated Plan.

2. Update Yacolt's Critical Lands Ordinance #440, as amended, to reflect consistency with the Plan and to incorporate Best Available Science, as that term is used within GMA, with respect to the protection of resource lands and critical areas.
3. SEPA. Conduct an environmental review of the impacts of the proposed amendments to the development regulations, in accordance with Washington State Environmental Policy Act (SEPA) requirements.
4. Public Proceedings.
 - a. Provide the Yacolt Council with staff support during various decision points in the planning process.
 - b. Provide staff support during public workshops, meetings and hearings pertaining to the development regulations.
5. No Responsibility for Other Planning Work. Except as explicitly set forth in this Agreement, Clark County Community Planning shall not be responsible for processing applications for development permits, rezones, or Plan amendments received by Yacolt during the term of this Agreement.
6. Staffing. Clark County Community Planning shall assign staff to the project and will not substitute staff without the permission of Yacolt, which will not be unreasonably withheld.

B. Yacolt Responsibilities and Conditions:

1. Elected and appointed officials will conduct public workshops, meetings and hearings on the development regulation update. They will also participate in public involvement meetings, as appropriate.
2. In compliance with GMA, publish all notices of workshops, meetings and hearings on the development regulations, as well as notices of planning decisions or other actions pertaining to the development regulations.
3. Formally submit planning documents to the Washington Department of Commerce and other state agencies with jurisdiction or interest in the development regulations, in accordance with RCW 36.70A.106.
4. Consider the development regulations and implementing ordinances for adoption.
5. Elected and appointed officials will be available to Clark County Community Planning staff to provide input on their desires for the substance of the development regulations.
6. Issue all press releases and be the lead for all public communication regarding development regulations and ordinance status and substance.

Clark County Community Planning may respond with the permission of Yacolt project contact or mayor.

C. Project Milestones

Timeline and Budget: Yacolt Development Code.

Tasks	Description	Start Date	End Date	STAFF				Budget
				Gary Albrecht	Brent Davis	County Support Staff	Oliver Orjiako	
Goal	Update Development regulations to reflect Yacolt's Plan.							
1. TASK 1	Facilitate Yacolt's review of the as amended Ordinance 371 and 440			10.0		2.00	1.00	\$903
	TASK 1 SUBTOTAL			10.0		2.00	1.00	\$903
Deliverable	Provide Summary Report	1-Apr-17	4/31/2017					
2. TASK 2	Review as amended zoning code (Ord. 371)			2.0		0.50	0.50	\$238
3. TASK 3	Review as amended critical areas code (Ord. 440)			80.0	10.0	2.50	1.00	\$5,365
4. TASK 4	Committee Review			20.0		2.00	1.00	\$1,366
	TASK 2-4 SUBTOTAL			102.0	10.0	5.00	2.50	\$6,968
Deliverable	Provide summary of proposed changes	3-May-17	5-Jun-2017					
5. Town Council Review								
a.	Presentation of the first draft			3.0		1.00	0.50	\$359
	TASK 5 SUBTOTAL			3.0		1.00	0.50	\$359
6. OPEN HOUSE								
a.	Public presentations- Open Houses			3.0		1.00	0.50	\$359
	TASK 6 SUBTOTAL			3.0		3.00	1.50	\$799
	Task 5-6 SUBTOTAL							\$1,158
Deliverable	Adoption Process	8-Jun-17	6-Jul-17					
7.	Adoption Notice							
a.	Submit SEPA			2.0		1.00	0.50	\$313
b.	Submit Commerce 60-day Notice			2.0		1.00	0.50	\$313
	TASK 7 SUBTOTAL			4.0		2.00	1.00	\$625
8. Town Council Review								
a.	Public input presentation			3.0		1.00	0.75	\$394
b.	Adoption presentation			3.0		1.00	0.75	\$394
	TASK 8 SUBTOTAL			6.0		2.00	1.50	\$788
	Adoption Process SUBTOTAL							\$1,413
	Project Management (4 hours/month/5 months)			20.0		2.50	1.00	\$1,441
	Travel reimbursements - 22 person visits @ \$250/person (includes mileage, and meals)							\$5,500
TOTAL				148.0	10.0	17.50	9.00	\$17,382.72

D. Contacts for the Parties. Any notice to be given under this Agreement shall at a minimum be in writing and delivered by first-class mail, postage pre-paid, and addressed as follows:

For Clark County:

Oliver Orjiako, Community Planning Director
P.O. Box 9810
Vancouver, WA 98666-9810;
Oliver.orjiako@clark.wa.gov
360-397-2280 x4112

For Town of Yacolt:

Pete Roberts, Public Works Director
P.O. Box 160
Yacolt, WA 98675;
Pete.roberts@townofyacolt.com
360-686-3922

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

V. PERIOD OF AGREEMENT

The period of this Agreement is from March 1, 2017 to August 14, 2017, unless extended. See *Agreement Modifications*.

VI. BUDGET & PAYMENT

- A. Budgeted Work.** Work performed under this agreement will be consistent with the Scope of Work presented in Section 4 and the Budget column. The budget includes estimates the cost of staff time, materials and travel that Clark County Community Planning anticipates incurring in completing the work. The budget is divided into three parts which correspond with the two major planning projects:
1) Propose to remove Heavy Manufacturing from the zoning code Ordinance 371; 2) update Ordinance 440 using Best Available Science; WAC 365-195-900; and 3) staff support to the Yacolt Council during development regulation adoption process.
- B. Invoice and Payment Schedule.** Each quarter Clark County Community Planning will submit to the Yacolt an invoice for services and expenses for the previous quarter, with a brief report on the services rendered that quarter. Yacolt will pay Clark County Community Planning within 30 days of receiving an appropriate invoice for services and expenses.
- C. Limitation on Payments.** Total payments to Clark County Community Planning will not exceed \$17,383.72 and may be less than the budget established for the project, depending upon the amount of work performed.

VII. AGREEMENT MODIFICATIONS

This Agreement and budget may be modified only by written amendments that are approved and signed by both parties.

VIII. AGREEMENT TERMINATION

Either party may terminate this agreement for any reason before August 14, 2017, upon 15 days written notice before the date of termination. At the time of termination, all work products become the property of Yacolt. If the agreement is terminated Yacolt is responsible for payment for duties performed by the Clark County Community Planning.

IX. PUBLIC INVOLVEMENT

Yacolt and Clark County Community Planning will jointly develop a public involvement program for the development code update.

X. RELATIONSHIP OF PARTIES

An independent contractor-client relationship is created through this Agreement. No agent, employee, representative or subcontractor of Clark County Community Planning shall be deemed an employee, agent, representative or subcontractor of Yacolt by virtue of this Agreement.

XI. INDEMNIFICATION

A. County Responsibility.

1. Clark County agrees to indemnify, defend, save and hold harmless Yacolt, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, grossly negligent, reckless, or willful deeds, in the performance of services by Clark County Community Planning pursuant to this Agreement.
2. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought, Yacolt retains the right to participate in said suit if any principal of public law is involved.
3. This indemnity and hold harmless shall include any claim made against Yacolt by an employee of Clark County or subcontractor or agent of Clark County, even if Clark County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. For this purpose, Clark County, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
4. Clark County shall not be required to indemnify or hold Yacolt harmless for any liability, claim, demand, cause of action, suit, or judgment, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with or incident to,

any decision made or action taken by Yacolt staff or officials that is listed under Yacolt Responsibilities and Conditions, Section IV.B, above, or that is contrary to advice provided by Clark County Community Planning.

B. Yacolt's Responsibility.

1. Yacolt agrees to indemnify, defend, save and hold harmless Clark County, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the provision of services for Yacolt by Clark County Community Planning for the good faith professional judgments that may be found erroneous, or arising out of grossly negligent, reckless, or willful deeds of Yacolt, in the performance of its obligations under this Agreement.
2. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought, Clark County retains the right to participate in said suit if any principal of public law is involved.

XII. ASSIGNMENT. Neither this Agreement nor any portion thereof may be assigned without the express prior written consent of the Parties.

XIII. INTERLOCAL COOPERATION ACT COMPLIANCE. This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.

A. Duration of Agreement. The duration of this Agreement is as set forth in Section V, above.

B. No Separate Entity; Joint Administration. No separate legal or administrative agency exists or will be established in connection with this Agreement. Administration of this Agreement will be the joint responsibility of the Parties hereto, each only for its actions hereunder.

C. Purpose of Agreement. The purpose of this Agreement is as set forth in Section III, above.

D. Manner of Financing. The budget and scope of work pursuant to this Agreement are set forth in Sections IV.C and VI, above. Yacolt has provided for the payment for services to be provided under this Agreement through its annual budget process for 2017, with the source of payment to be Yacolt's general operating fund.

E. No Real Property. No real property will be acquired, held, used, or disposed of in connection with this Agreement. All work product and deliverables produced pursuant to this Agreement will become the property of Yacolt. All other property

used pursuant to this Agreement will remain the property of the jurisdiction that acquired them.

F. Termination of Agreement. Termination of this Agreement will occur at August 14, 2017 or in accordance with Section VIII, above.

G. Document Execution and Filing. The Parties agree to execute two (2) originals of this Agreement by authorized signature(s) of the necessary official(s) of each Party. Upon execution by the Parties, each signed original shall constitute an Agreement binding upon the Parties. One executed original of this Agreement shall be either recorded with the Clark County Auditor or posted on each Party's web site as authorized by RCW 39.34.040.

Dated this 3rd day of April, 2017.

CLARK COUNTY
BOARD OF COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: [Signature]
Marc Boldt, Chair

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

John Blom, Councilor

Eileen Quiring, Councilor

Date: April 11, 2017

Approved as to form only:
Anthony F. Golik, Clark County Prosecutor

By: [Signature]
Christine Cook, Senior Deputy Prosecuting Attorney

TOWN OF YACOLT

By: [Signature]
Jeff Carothers, Mayor

Date: 4-3-17

Approved as to form only:

By: _____
David W. Ridenour, Town Attorney

Date: _____





Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 16, 2018 Agenda Item:

Contact Information for Person/Group/Department Requesting Council Action:

Requester's Name

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

County Health Department / Septic Regulations - Update

Action Requested of Council:

Discussion only, unless Council action or direction to staff is desired.

Proposed Motion:

None.

Summary / Background:

At its January 2, 2018, regular public meeting, the Town Council discussed Yacolt's relationship with the County Health Department and the joint desire to regulate septic systems and water quality in the Town. This subject is on the Council's agenda again so that staff may provide an update on its work with the County Health Department to determine whether any amendment of the Yacolt Municipal Code is needed or desired.

Governing Legislation:

The Town's current regulations relating to septic systems are described in the Yacolt Municipal Code at Title 13.15 and Title 18.

Budget/Finance Impacts:

None expected, (aside from costs associated with staff's discussions with the Health Department).

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Staff Contact(s):

Public Works Director - Bill Ross: Town Attorney - David Ridenour: Mayor Vince Myers.



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 16, 2018 Agenda Item:

Contact Information for Person/Group/Department Requesting Council Action:

Requester's Name	Mayor Vince Myers; Public Works Director Bill Ross; Town Attorney David Ridenour
Group Name (if applicable)	Staff
Address	
Daytime Phone	
Alternate Phone	
E-Mail Address	

Item Title:

Cemetery Management - Discussion

Action Requested of Council:

Discussion only, unless the Council desires to take action or offer direction to staff.

Proposed Motion:

None.

Summary / Background:

The Town's staff discovered evidence in 2016 that several cemetery plots may have been inadvertently sold to more than one person or family. If confirmed, there is a risk that a plot owner may attempt to inter a deceased family member only to learn that the remains of another deceased person already exist in the same plot.

More recently, during routine maintenance of the Cemetery grounds, the Town's Public Works Department discovered a number of headstones and monuments that had been long covered by grass and plant growth over the years. This potentially adds new information for the Cemetery's records, and creates a risk that additional 'double-sold plots' might exist.

At a minimum, the Town should take any and all reasonable action to prevent an interment without first carefully verifying that it is safe to do so. Those actions should include notice to the County Health Department and any other authorized agency sufficient to guard against a problematic interment. In addition, all Cemetery records and maps belonging to the Town should be clearly flagged with an appropriate warning with respect to the situation.

Secondarily, the Town should organize the available data to determine with reasonable certainty where problems might be encountered. If double-sold plots are confirmed, appropriate notice should be given to plot owners, if possible. The Town should also consider its alternatives for solving the problem, (such as amending plot deeds or other conveyance documents so that new and separate plot ownership is achieved).

By coincidence, the Clark County Historical Preservation Commission recently gave a presentation to the Council at the November 20, 2017 Town Council meeting. During the presentation, the representatives discussed the availability of grant funds to assist with the preservation of cemetery records, and even possibly "cemetery sensing and remote location" work that could be invaluable to the Town under the circumstances. The Town Attorney contacted the Historical Preservation Commission on 1/11/18 and learned that the County does offer limited grant funds for such work, (between \$2k and \$25k each year). Grant funds for 2018 have already been awarded. Applications for 2019 grants will be accepted beginning in September of 2018. Additional information from the County may be received prior to the Council meeting.

If the Council is interested in more general background about the Town's Cemetery regulation, see Section 2.50 of the Municipal Code. State statutes concerning cemeteries can be found at RCW 68. (It is not necessary for the Council to familiarize itself with these materials to participate in this discussion.)

Governing Legislation:

YMC 2.50; RCW 68

Budget/Finance Impacts:

No direct or immediate budget impacts are forecast pending action by the Council.

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Staff Contact(s):

Mayor Vince Myers; Public Works Director - Bill Ross; Town Attorney - David Ridenour



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 16, 2018 Agenda Item:

Contact Information for Person/Group/Department Requesting Council Action:

Requester's Name Mayor Vince Myers: Town Attorney David Ridenour

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

Executive Session, (Potential Litigation)

Action Requested of Council:

None.

Proposed Motion:

None, unless the Council desires to take action or give direction to staff following the Executive Session.

Summary / Background:

During the executive session, the Council will meet with the Town Attorney to discuss potential litigation and the legal risks of Town practices. The executive session is authorized by RCW 42.30.110(1)(i).

Governing Legislation:

RCW 42.30.110.

Budget/Finance Impacts:

None.

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Staff Contact(s):

Mayor Vince Myers: Town Attorney David Ridenour.



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 16, 2018 Agenda Item:

Contact Information for Person/Group/Department Requesting Council Action:

Requester's Name Mayor Vince Myers; Town Attorney David Ridenour

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

Health Insurance Benefits for Part-Time Employees

Action Requested of Council:

Discussion only, unless the Council desires to take any action.

Proposed Motion:

None.

Summary / Background:

A question has been raised regarding the eligibility of the Town's part-time employees for health insurance benefits through the Town's plan with AWC, and whether the Town is obligated to pay some or all of the premiums for that coverage. The answer likely requires an understanding of State and Federal employment law, as well as the Town's current policies and regulations. This item is on the agenda to introduce the topic for discussion and direction by the Council as it deems necessary.

Yacolt's Personnel Policy addresses this subject at Section 7.3 - "Health Insurance Benefits", as follows:

"Regular full-time employees, regular part-time employees, and their dependents are eligible to participate in the Town's various insurance programs on the first day of the month following employment. The programs and criteria for eligibility will be explained upon hire. The Town may contribute toward the cost of premiums in amounts authorized by the Town Council, which may or may not include any contribution for dependents' premiums. The remainder of the premiums, if any, shall be paid by the employee through payroll deduction. The Town reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees." [emphasis added]

This section of the Personnel Policy is clear that all full and part-time employees are eligible to participate in the Town's health insurance plan. However, this policy does not require the Town to contribute to the costs of an employee's premiums. In fact, contributions are discretionary on the part of the Council, not only for dependents of an employee, but for the employee, too. Any contribution to an employee's health insurance premiums appears to require express prior action by the Council.

If the Town Council does not contribute to premium costs, or contributes only part of the cost, then the employee pays the balance of the premium costs through a payroll deduction. In this scenario, employees are eligible for the health insurance plan, but potentially pay for all of the premiums themselves.

Among the questions to consider are whether the Town Council has already, or desires now, to contribute to the health insurance premiums of Yacolt's employees, and in particular, its part-time employees.

Another question is whether State or Federal law requires the Town's contribution to part-time employee's health insurance premiums under current circumstances. The Town Attorney has not formed an opinion on this subject at this time, though some discussion on the point will be offered during the Council meeting.

(Note: Part-time workers are defined in the Personnel Policy as employees working between 20 and 40 hours per week. A part-time employee's rights to regular benefits such as vacation and sick leave are calculated on a pro-rata basis, based on the hours worked compared to a normal 40-hour work week.)

(Additionally, the YMC does not appear to reference health insurance benefits. However, YMC 2.40 does authorize an expenditure for retirement program benefits for full-time employees. That section does not mention part-time employees. The Personnel Policy at 7.1 says that all full and part-time employees are eligible for retirement benefits. I understand that all Town employees currently participate in PERS.)

Governing Legislation:

Many sources of legal authority are implicated by this subject.

Budget/ Finance Impacts:

All contributions to employee health insurance premiums would come from the Town's general fund. Some obligation to contribute to health insurance premiums was approved by the Council as part of the Town's 2018 budget process.

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Staff Contact(s):

Mayor Vince Myers; Town Attorney David W. Ridenour