

25.00 check ✓

APR 12 2024

MB

City of Winlock



323 N.E. First Street/PO Box 777
Winlock, WA. 98596-0777
(360) 785-3811/fax (360)-785-4378
cityclerk@cityofwinlock.com

Special Event Permit Application (\$25.00 required along with application)

Event Producer Contact Information

Name of Applicant* Paul Russell

Name of Organization/Individual The Club Tavern

Mailing Address P.O. Box 744

City Winlock State WA - Zip Code 98596

Phone # 360 785 3143 Cell Phone # 360 749 2794

Email Address _____ Fax # _____

Onsite Contact Name April Pennington Contact # _____

Emergency Contact(s) Paul Russell Contact # (360) 749-2794

Insurance Provider High Cascade Policy # _____

Insurance Agent Name Gail Phone # 360 9910-4134

Tax ID or Business License # 603183298

Who is the beneficiary of this event, if any? _____

*If applicant is working on behalf of, or for the organization, and is not an employee of the organization, please provide a letter from the sponsoring organization that shows authorization for the individual applicant to work on behalf of the organization, certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event, and a copy of the tax exemption letter from the IRS if the applicant claims to be a tax-exempt nonprofit organization.

2024

Special Event Information

Event Name Egg Nogg 2024
 Proposed Event Date(s) JUNE
 Proposed Event Operating Time(s) 9 AM - 2 AM (fence after parade)
 Proposed Event Location 318 N.E. 1st St. (3/4 of block)
 Proposed Event Set-up Time We set up fence after parade.
 Proposed Clean Up Time 2 AM
 Estimated Attendance # Never Sure 100+
 Purpose of Event Street dance/Beer Garden

This Event Includes the Following (Check all that apply)

Walk / Run / Bike Route	Parade
Please attach a detailed course map and written production area. <div style="text-align: center; font-size: 2em;">N/A</div>	Location of assembly with narrative traffic control plan indicating street closures and flagger locations. Location of viewing stand: <u>N/A</u> Location of disbanding area:
<input checked="" type="checkbox"/> Beer Garden Anticipated capacity? <u>200-400</u> Desired Location <u>318 N.E. 1st St.</u>	Designated Parking List all spaces requested here. _____ *Please include a parking plan that includes the location of ADA accessible spaces.
<input checked="" type="checkbox"/> Portable Toilets Number of regular units: _____ *Number of ADA accessible units: <u>3</u> *The ADA requires at least one accessible unit per cluster up to 20 units or 25% of total number of units at least including quantity. If your event will only have one unit, it must be ADA compliant.	Animals List of animals involved in event. <u>N/A</u>
Vehicles Type of vehicles involved: _____ Number of vehicles involved: <u>1</u> <input checked="" type="checkbox"/> <u>Trailer for stage</u>	<input checked="" type="checkbox"/> Band / Music Performers Number of Bands / Performers <u>1</u> Names: <u>Two Minute Miracle</u> Type of Music to be played:
Police and Fire Information	<input checked="" type="checkbox"/> Police and Fire Information <u>Winlock</u>
Tents With or without side walls, greater than 400 square feet (single tents larger than 20x20 or multiple tents less than 12 feet apart)	<input checked="" type="checkbox"/> Fenced Area (Such as a beer garden) flames / burning, torches, candles etc.... Proposed occupant load: <u>up to 400</u>
<input checked="" type="checkbox"/> Amusement Building/Fair, Carnival Rides	Pyrotechnic Displays <u>NO</u>
Fuel Powered Equipment / Machinery Propane, gasoline, diesel, etc.... Please describe equipment and fuel:	Other Event Not Listed Describe:
<input checked="" type="checkbox"/> <u>Generator</u>	_____

*If you are holding your event on private property (such as a parking lot) please provide a letter from the property owner indicating permission for you to hold the event at that location.

Security Plan

Your security plan should be what you plan to do in the case of an emergency at your event. If your event is fenced or has a fenced area (such as a beer garden) additional information is needed regarding emergency exits, security guards, alcohol monitors, etc.....

Please identify the following:

Location and number of First Aid Kits 2 Behind bar / Back Room

Number of trained security personnel Name of contracted security company

Number of trained security volunteers 5 Number of alcohol monitors (beer garden events) 5

Emergency evacuation plan for fenced events and events with a fenced area (beer garden events)
Fence is a break away in case of emergency.

Who calls 911 in the event of an emergency? owner, manager, bartender

Is there a CPR certified person onsite throughout the event?

Names:

Garbage / Cleanup Plan

Do you plan to sell food and/or beverages at your event? YES NO

If "YES", will you be using disposable plates and/or cups? YES NO

For events at Winolequa Park please check all that apply:

Remove all garbage from the Park Use park dumpster Rent a dumpster

For all other events please describe your plan for disposing of garbage generated by or disposed of at your event:

We haul off all garbage.

Dumpsters are available for a fee from City Sanitary Company. City Sanitary may also be able to provide recycling containers. To arrange for extra dumpsters from City Sanitary, please call: (360) 736-4769

***State law requires that vendors selling beverages in single use aluminum, glass or plastic bottles or cans provide recycling.

Neighborhood Notifications

Event organizers must notify neighbors within 300 feet of the event at least two weeks prior to the event. This includes businesses. Notification should be in writing (email is acceptable) and include times when traffic/parking and/or noise may be affected in the area.

I certify that I will contact neighbors and/or abutting businesses of my event and have attached a copy of my notification to them. *Library & all other businesses have been notified 4-10-24.*

Insurance Requirements

A Certificate of Insurance must be submitted with this permit application under the following conditions. Unless otherwise stated and agreed to, insured will be responsible for any damage to existing site property and/or facilities and/or in-place equipment.

The wording on the Certificate of Liability Insurance should include: "The certificate holder is afforded coverage as an additional insured buy only with respects to claims arising out of the negligence of the named insured." The certificate holder must be named in the designated box as The City of Winlock, PO Box 777, Winlock, WA 98596

The City of Winlock requires event insurance prior to issuance of a permit. Commercial General Liability Insurance must be on appropriate form generated by the Insurance Agent or Insurance Company whichever is applicable. The limits and aggregates are as follows:

- Per Occurrence Limit = \$1,000,000.00
- General Aggregate Limit = \$2,000,000.00
- Product Completed Operations Aggregate Limit = \$1,000,000.00
- Coverage Trigger – The insurance must be written on an "occurrence" basis and must be indicated on the Certificate of Liability. Claims made policies will not be acceptable.
- City named as additionally insured on the Commercial General Liability Policy and must be shown on the certificate as additionally insured, not just the certificate holder.
- Liquor liability or fireworks insurance are required for events involving service of alcoholic beverages or the use/demonstration of fireworks. Liquor liability coverage shall be per occurrence limit of \$1,000,000.00.

Proof of Other Permits Obtained

If your event requires other permits from entities other than the City of Winlock, please provide proof that you have obtained such permit(s).

You will need a Washington State Liquor Permit or License if you are having a beer garden, you may need to contact the Lewis County Health Department if your event is cooking and/or serving food, etc....

Hold Harmless Agreement

Whereas, Paul Russell (Grantee) has applied for a Special Event Permit under Winlock Municipal Code.

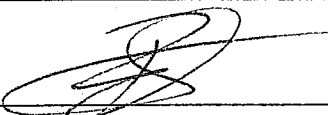
**THIS PAGE FOR APPLICANT TO
SKETCH/DIAGRAM OF THE AREA(S) TO BE USED**

I have attached a street
diagram of footage for
fencing.

**VERIFICATION & AUTHORIZATION OF
CITY OFFICIALS**

Mayor

Comments if applicable: _____



Signature

4/15/24
Date

Police Department

Comments if applicable _____

Signature

Date

Fire District #15

Comments if applicable: _____

Signature

Date

This form must be completed prior to returning the Special Event Application to the City Office.

STREET DANCE PROPOSITION #2 (Normal Egg Day Request)

City Hall Building

SIDEWALK

← FENCE 120' →

BAND Stage

Street Dance Area

Fence

FENCE

(Staffed)
EXIT Only
Party Point #2

SIDEWALK

SIDEWALK

I.D. Check

ALLEY Entrance

ENTRANCE

* Only entrance access to STREET DANCE THROUGH THE CLUB

LIBRARY

THE CLUB TAVERN

318 FIRST ST.

Personel on shift:

- 1 @ I.D. Checker
- 1 @ EXIT
- 2 @ Security
- 3 @ Employees
- 1 @ Manager
- 1 @ Owner

2pm - 2am

RENTAL AGREEMENT
FOR RECREATIONAL FACILITIES AT WINOLEOUA PARK

THIS AGREEMENT, made and entered into this _____ day of _____ 20224, by and between CITY OF WINLOCK, WASHINGTON, a municipal corporation, hereinafter referred to as the "City", and WINLOCK BOYS' BASEBALL YOUTH BASEBALL, hereinafter referred to as "Lessee".

WHEREAS, the City owns and operates a facility commonly known as Winolequa Park; and

WHEREAS, Lessee is a non-profit association engaged in recreational baseball activities benefitting the residents of Winlock; and

WHEREAS, it is in the City's and public's interest for Lessee to be allowed to lease from the City by this agreement the building known at Concession Stand set forth on Exhibit A, attached hereto and incorporated herein, upon the following terms, conditions, and covenants as to all which Lessee hereby agrees,

NOW THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Lessee agrees that the relationship between the Lessee and the City created by this rental agreement is that of the City and Lessee.
2. Lessee agrees to fill out a Winolequa Park Reservation Form, provide a schedule of tournaments, schedule of games as well as a complete list of board member contacts annually. If a park reservation is requested, the City will contact the Lessee, who will be responsible to clear the fields and facilities for use by the party reserving that portion of the park. Lessee shall have sole access to the building/concession stand.
3. ~~Lessee shall pay rent in the amount \$60 per year to the City for the use and occupancy of the said building so that Lessee has sole access to the building. Payment shall be due on March 1, 2022, and on that same day each year thereafter that this Agreement is renewed. Lessee shall make necessary repairs to the building, including, but not limited to, repairs to the roof. Lessee shall not make any major additions/deletions to the building prior to approval by city council. The parties shall negotiate and agree in writing as to the details of this work prior for~~

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~~each renewed term of this agreement.~~ The City shall be responsible for necessary repairs to the building internally and externally.

4. Lessee shall at all times abide by Winolequa Park policies and City regulations, as well as comply with federal, state, and local laws, when occupying and utilizing park facilities.

5. Lessee hereby agrees not to store any inflammable, hazardous, or other dangerous materials or objects in the building except for propane for the grill. Lessee agrees to indemnify and forever hold harmless the City against each and every claim, demand, or cause of action that may be made or come against the City by reason of or in any way arising out of Lessee's ~~rental use~~ of the building and its use of the same. Such indemnity shall extend to but not be limited to any and all damage caused to the building, property of other parties located on the premises, and injuries to the City, other Lessee's, and any other party who may be on the premises.

6. Lessee hereby agrees that the City shall have no liability whatsoever or to any extent for or on account of any injury to any property of Lessee or to Lessee at any time or for or on account of the destruction of any property at any time in said building contents. Lessee hereby releases the City from any and all responsibility whatsoever in connection with Lessee and Lessee's property and acknowledges that Lessee's use of the building shall be solely at Lessee's risk. In the event of any loss to the ~~building and/or the contents thereof~~, Lessee shall look solely to its insurance coverage, if any, and shall make no claim whatsoever against the City. Lessee shall annually provide proof of insurance to the City.

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7. Lessee shall not use the premises for any purpose other than that of a storage unit for the equipment of the Winlock Youth Baseball, the use of the announcer's booth and as a concession stand and shall be properly licensed and permitted according to all applicable laws. Lessee agrees that its use of the building shall in no way interfere with the use of any other party or any portion of the premises other than the building ~~rented by~~ used by Lessee and not to make or allow to be made, any unlawful, improper, or offensive use of the building. Lessee agrees that Lessee will not in any way, place any item or material outside the building ~~rented~~ used by Lessee, but all property of Lessee shall at all times be located in such building and that building will at all times be kept locked when not in use.

8. Lessee shall abide by all rules and regulations set forth in Ordinance No. 1044 hereto attached hereto and incorporated herein as **Exhibit B**, as the Ordinance exists now and as it is amended in the future.

9. Lessee shall provide general liability insurance in an amount no less than ~~\$500,000~~ \$1,000,000 for the duration of this contract and shall provide the City proof of insurance on an annual basis and at any time that the City so requests.

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10. The City shall mow the grass on both ball fields weather permitting. Lessee shall provide a port-a-potty at least one week prior to any baseball activities, including practices. Lessee shall maintain the infields on both fields and empty trash cans into dumpster provided by the City daily after practice, regular season games, and tournaments. Lessee will monitor restrooms and grounds during practice/games to their best ability to prevent damages and vandalism.

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11. The term of the Lease shall be for one (1) year beginning the 1st day of March, 2024. The Lease will renew automatically for one-year periods unless either party is notified in writing of intent to terminate. Either party may terminate this agreement without cause by giving sixty (60) days' notice in writing to the other or in the event the group disbands, the lease will also terminate.

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12. This agreement will be governed by and construed in accordance with the laws of the State of Washington. Any action brought on or with respect to this Agreement or any other document executed in connection herewith or therewith by a party to this Agreement against another party to this Agreement shall be brought only in a court of competent jurisdiction in Lewis County, Washington

13. If either party fails to perform any of its obligations under this agreement or if a dispute arises concerning the meaning or interpretation of any provision of this agreement all disputes are to be presented to the City Council for debate and resolution. If a resolution cannot be reached the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this agreement, including, without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state, or bankruptcy court proceeding.

EXECUTED on the date and year first above written.

Cassandra Gullard, President

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~~2022 2024 Board Member(s)~~

Brandon Svenson, Mayor

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~~President: Andrew Allen (360)827-5280~~

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~~Treasurer: Renee Robinette (360)880-1650~~

Exhibit A - Youth Baseball Agreement



TREES

x x x x

x BASEBALL
x FIELD

PARKING

BASKETBALL COURT

PARKING

Soccer

STORAGE BUILDING

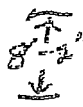
Building has 2 compartments & 2 doors (A)

KIDS

BLEACHERS

BASEBALL FOOD SHACK
CONCESSION

GRASS



BLEACHERS

HORSE SHED

WATER

PARKING

BATHROOM

TRAILER

GRASS

GRASS

TREES

TRAILER PAD

x x x x

ORDINANCE NO. 1044

AN ORDINANCE OF THE CITY OF WINLOCK,
WASHINGTON, ESTABLISHING RULES AND
REGULATIONS FOR WINOLEQUA PARK; AND
ESTABLISHING THE EFFECTIVE DATE HEREOF,
REPEALING ORDINANCE NO.1041 IN ITS
ENTIRETY AND ALL ORDINANCES IN CONFLICT
HEREWITH

THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. The following rules and regulations shall herby apply to the use of Winolequa Park:

- a. No alcohol or consumption of alcohol in the park unless a
Permit or License is obtained from the State Liquor and Cannabis Board
and approved by the Winlock City Council.
- b. Dogs must be on a leash;
- c. Motorcycles are allowed in parking area only;
- d. Fires in designated areas only;
- e. Parking in designated areas only;
- f. No loud music in the park unless approved by the Winlock City Council;
- g. No horses in park.

Section 2. This Ordinance shall become effective five days after publication.

PASSED by the City Council of the City of Winlock, Washington; and

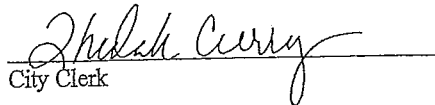
APPROVED by its Mayor at a regularly scheduled open public meeting thereof this 11th day of July,

2016.

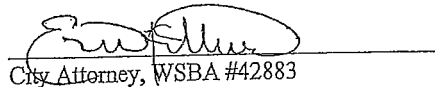


Mayor

Attest:


City Clerk

Approved as to form:


City Attorney, WSBA #42883

CITY OF WINLOCK, WASHINGTON

RESOLUTION NO. 2024-09

A RESOLUTION OF THE CITY OF WINLOCK, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH LEWIS COUNTY FOR THE AMOUNT OF REIMBURSEMENT THE CITY WILL PAY TO THE COUNTY FOR ROADWAY CAPITAL INVESTMENTS WITHIN THE UGA.

RECITALS:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), governmental agencies may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the City of Winlock desires to coordinate with Lewis County for the purpose to determine reimbursement and a payment schedule; and

WHEREAS, the City of Winlock and Lewis County, have previously entered into such agreements before for the other purposes; and

WHEREAS, the City Council, after duly considering the time, effort, and funding to be expended towards the reimbursement to Lewis County for the UGA Roadway Capital Investments, has determined that it is in the City's best interest to enter into the Interlocal Agreement between the City and Lewis County; and

WHEREAS, the City Council desires to enter into such an agreement for the purpose of reimbursing Lewis County for UGA Roadways.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to execute and enter into the interlocal agreement with Lewis County, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of the City of Winlock, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this ____ day of _____, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form and content:

Penny Jo Haney, Clerk-Treasurer

Marissa Y. Jay, WSBA #55593
City Attorney

Draft

Exhibit "A"

FIRST AMENDMENT TO THE INTER-LOCAL COOPERATION AGREEMENT

This FIRST AMENDMENT TO THE INTER-LOCAL COOPERATION AGREEMENT by and between LEWIS COUNTY, a political subdivision of the State of Washington ("County"), and CITY OF WINLOCK, a political subdivision of the State of Washington ("City"), is entered into by said parties and is effective as of _____, 2024.

RECITALS

WHEREAS:

A. County and City entered into that certain INTER-LOCAL COOPERATION AGREEMENT to address joint management of City's urban growth area ("UGA") on or about June 26, 2006 ("ILA");

B. Section 11 of the ILA sets forth that upon City's future annexation of property within the UGA, City and County were to negotiate the amount of reimbursement City would pay to County for roadway Capital Investments (as such term is defined in the ILA) within the UGA;

C. City recently completed annexation of certain real property within its urban growth area thereby triggering the parties' obligation to negotiate pursuant to Section 11 of the ILA; and

D. County and City have negotiated and agreed upon the Reimbursement Amount (as such term is defined below), the timing of its payment, and a change to the revenue sharing for County road funds.

NOW THEREFORE, in consideration of the above stated Recitals and mutual agreements set forth herein, County and City agree to and hereby do amend the ILA as follows:

1. The above Recitals are incorporated into this First Amendment;
2. Pursuant to Section 11 of the ILA, County and City agree that the amount of reimbursement by City to County for County's prior roadway Capital Investments within the UGA is \$478,914.00 ("**Reimbursement Amount**"). City shall reimburse County the Reimbursement Amount in six (6) annual payments: the first payment of \$60,000.00 no later than June 30, 2024; the second payment of \$60,000.00 no later than June 30, 2025; the third payment of \$75,000.00 no later than June 30, 2026; and the fourth payment of \$90,000.00 no later than June 30, 2027; and the fifth payment of \$96,957.00 no later than June 30, 2028; and the sixth payment of \$96,957.00 no later than June 30, 2029. Provided, the City shall have the option to pay said amounts earlier or in greater amount than required.
3. Section 12 of the ILA is amended so that a) all of the County road fund revenues collected by County in the calendar year 2024 pertaining to the annexed property shall be retained by the County; and b) thereafter all of the County road fund revenues collected by County shall be paid to City at the same times as _____.

4. The requirement set forth in Section 17 of the ILA that any amendment thereto to be presented in a strikethrough and underlined format is waived concerning this First Amendment.

In witness whereof, the undersigned have executed this First Amendment as of the date first written above.

LEWIS COUNTY:

CITY OF WINLOCK:

By: _____

By: _____

Its: _____

Its: _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

Draft

**CITY OF WINLOCK, WASHINGTON
RESOLUTION NO. 2024-10**

**A RESOLUTION OF THE CITY OF WINLOCK, WASHINGTON,
ENACTING RULES AND REGULATIONS FOR THE USE OF GRAIN SIZE
ANALYSIS FOR STORMWATER REGULATIONS; AND PROVIDING
FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

RECITALS:

WHEREAS, the City of Winlock, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, the City has adopted Design Guidelines; and

WHEREAS, pursuant to §3A.03 of the Winlock Design Guidelines, the City has adopted the most recent version of the Stormwater Management Manual for Western Washington, previously titled the “Stormwater Management Manual for the Puget Sound Basin”; and

WHEREAS, based on the increased development in the City and the annexation of the UGA, the City Council finds it necessary to clarify and update regulations regarding grain size analysis; and

WHEREAS, the City’s Engineer and the Community Development Director have recommended the adoption of the clarifying rules contained herein; and

WHEREAS, the Council desires to adopt new rules and regulations as forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings/Conclusions. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council.

Section 2. Grain Size Analysis.

If using Grain Size Analysis, the rate determined must be based on information obtained from more than one (1) test pit or boring.

1. For residential developments, a test pit or boring must be completed on each lot.
2. For linear projects or linear portions of a project the rate determined shall be based on a boring or test pit taken every 200 feet.

Section 3. This Resolution shall supplement the Winlock Design Guidelines.

Section 4. Non-Codified. This Resolution shall not be codified.

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately, or as otherwise provided by law.

Section 7. Corrections. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this 22nd day of April, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading:

/2024

Effective Date:

/2024

Draft

FIRST AMENDMENT TO THE INTER-LOCAL COOPERATION AGREEMENT

This **FIRST AMENDMENT TO THE INTER-LOCAL COOPERATION AGREEMENT** by and between LEWIS COUNTY, a political subdivision of the State of Washington (“**County**”), and CITY OF WINLOCK, a political subdivision of the State of Washington (“**City**”), is entered into by said parties and is effective as of _____, 2024.

RECITALS

WHEREAS:

A. County and City entered into the certain **INTER-LOCAL COOPERATION AGREEMENT** to address joint management of City’s urban growth area (“**UGA**”) on or about June 26, 2006 (“**ILA**”);

B. Section 11 of the ILA sets forth that upon City’s future annexation of property within the UGA, City and County were to negotiate the amount of reimbursement City would pay to County for roadway Capital Investments (as such term is defined in the ILA) within the UGA;

C. City recently completed annexation of certain real property within its urban growth area thereby triggering the parties’ obligation to negotiate pursuant to Section 11 of the ILA; and

D. County and City have negotiated and agreed upon the Reimbursement Amount (as such term is defined below), the timing of its payment, and a change to the revenue sharing for County road funds.

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3. Section 12 of the ILA is amended so that a) all of the County road fund revenues collected by County in the calendar year 2024 pertaining to the annexed property shall be retained by the County; and b) thereafter all of the County road fund revenues collected by County shall be paid to City at the same times as _____.

4. The requirement set forth in Section 17 of the ILA that any amendment thereto to be presented in a strikethrough and underlined format is waived concerning this First Amendment.

In witness whereof, the undersigned have executed this First Amendment as of the date first written above.

LEWIS COUNTY:

CITY OF WINLOCK:

By: _____

By: _____

Its: _____

Its: _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

Draft

CITY OF WINLOCK, WASHINGTON

ORDINANCE NO. 1161

AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, REAFFIRMING, AMENDING, AND REPEALING SECTIONS OF WINLOCK MUNICIPAL CODE CHAPTER 12.35; PROVIDING RULES AND REGULATIONS FOR RIDING HORSES ON PUBLIC SIDEWALKS IN THE CITY LIMITS OF WINLOCK; AMENDING ORDINANCE NO. 515 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Winlock, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City's local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, the City repealed and replaced its Animal Ordinance on March 11, 2024; and

WHEREAS, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Chapter 12.35 WMC is entitled "HORSES ON SIDEWALKS"; and

WHEREAS, Ordinance No. 515, as codified at Chapter 12.35 of the Winlock Municipal Code, was enacted in 1979; and

WHEREAS, the Council desires to amend Chapter 12.35 as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 12.35.010 of the Winlock Municipal Code is amended to state:

No person shall ride, lead, or possess a horse upon public sidewalks ~~and/or parking strips~~ in the city of Winlock, Washington.

Section 2. Section 12.35.015 is hereby created to read as follows:

12.35.015 State Statutes adopted.

- A. All persons, firms, and corporations shall adhere to all applicable traffic laws, rules, and regulations while riding a horse on a public street in the City of Winlock.
- B. RCW 46.61.025 as now in force or hereafter amended, added to, or deleted from is hereby adopted by reference as if set forth in full.
- C. RCW 46.61.606 as now in force or hereafter amended, added to, or deleted from is hereby adopted by reference as if set forth in full.

Section 3. Section 12.35.020 of the Winlock Municipal Code is amended to state:

Unless another penalty is expressly provided by law, any person found to be guilty of a violation of this chapter shall be fined in a sum not to exceed \$500.00.

Section 4. Repealer. All other ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 6. Effective Date. This ordinance shall take effect five (5) days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 7. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this 22nd day of April, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading:	_____	/2024
Publication Date:	_____	/2024
Effective Date:	_____	/2024