

# Winlock Comprehensive Plan Update



**Presented By:  
Jackson Civil**

**JACKSONCIVIL**

# **What is a Comprehensive Plan**

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- ❖ **20-Year Community Vision**
- ❖ **Provides Guidance for Managing Growth**
- ❖ **Sets out Community Goals**
- ❖ **Establishes Policies and Strategies for Achieving the Goals**

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## **Why Does a Community have a Comprehensive Plan**

- ❖ **Mandated by the State Since 1994 under the Growth Management Act**
- ❖ **Required to be Eligible for State Funding such as Infrastructure**
- ❖ **Align Local Regulations with State Requirements**
- ❖ **Establishes Policies and Strategies for Achieving the Goals**

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# Elements of Comprehensive Plan

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## Comprehensive Plan

Land Use  
Housing  
Capital Facilities  
Utilities  
Transportation  
Shoreline  
Essential Public Facilities  
Tribal Planning  
Climate Change & Resiliency  
Economic Development  
Parks & Recreation  
Optional Elements  
Consistency  
Public Participation

## Development Regulations

Critical Areas  
Zoning Code  
Shoreline Master Plan  
Resource Lands  
Essential Public Facilities  
Subdivision Code  
Stormwater  
Organic Materials Management  
Impact Fees  
Concurrency & TDM  
Tribal Participation  
Regulations for Optional Elements  
Project Review Procedures  
Plan & Regulation Amendments

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# Legislative Requirements

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## **HB 1220: Emergency and affordable housing**

HB 1241: Changes the Periodic update and SMP cycles from 8 to 10 years. Requires a 5-year implementation progress report and an annual work program for select jurisdictions

HB 1717: Tribal participation in planning

HB 2001: Expands the ability to build tiny houses

SB 5042: Changes the initial effective date of certain actions under the GMA and addresses premature vesting

SB 5118: Supports successful reentry for juveniles, amending the definition of “essential public facilities”

SB 5235: Increasing housing unit inventory by removing arbitrary limits on housing

SB 5275: Enhances opportunity in LAMIRDs

SB 5368: Encourages rural economic development

SB 5593: Allows a county to make revisions to a UGA boundary to accommodate patterns of development

SB 5818: Promotes housing construction in cities through amendments to and limiting appeals under SEPA and GMA

## **HB 1110: Middle housing**

HB 1337: ADUs

HB 1293: Project and design review standards

HB 1042: Building conversion and density

## **HB 1181: Climate change and environmental justice**

HB 1170: Ecology’s climate resilience strategy

SB 5412: SEPA categorical exemptions for housing

SB 1758: SMA fish hatchery permitting

SB 5104: Baseline survey of Puget Sound shorelines

HB 1216: Clean energy project siting

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# Climate & Resiliency

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## ❖ **New Element Added to Growth Management (HB 1181)**

- ✓ **Mitigation** – Actions taken to reduce or eliminate the emissions of greenhouse gases (present and future) in order to reduce the rate and extent of climate change damage. Mandatory for 11 counties and their cities over 6,000 population.
- ✓ **Resilience** – The ongoing process of anticipating, preparing for, and adapting to changes in climate and minimizing negative impacts to natural systems, infrastructure, and communities. Mandatory for all fully planning jurisdictions

## ❖ **Environmental Justice is a Component**

- ✓ **Climate Element must:** A) Prioritize GHG reductions in overburdened communities and B) Prioritize climate resilience in communities that will disproportionately suffer from compounding environmental impacts.
- ✓ **Land Use Element** – will avoid worsening environmental health disparities
- ✓ **Transportation Element** – will ensure multimodal levels achieve EJ goals

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## **Allocation & Capacity 2023-2045**

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❖ **Population Growth 2,641**

❖ **Added Housing Units 1,248**

❖ **Added Jobs 1,523**

❖ **Ability to Expand Urban Growth Area Will Depend on:**

- ✓ Land Capacity Analysis
- ✓ Ability to adjust current zoning
- ✓ Identify areas that minimize burden of transportation and utilities

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# Public Participation

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- ❖ Provide interested parties with timely information, an understanding of the process, and multiple opportunities to review and comment on proposed amendments
- ❖ Actively solicit information from citizens, property owners, specialty districts and stakeholders about their concerns, questions, and priorities for the Comprehensive Plan update.

Website

News Media

Survey

Open House

Stakeholder Group

Notice to Mail List

Comments via Letter or Email

Public Hearings

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# Timeline

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Planning Commission – April 2024

City Council – April 2024

Stakeholder Meeting – May 2024

Planning Commission – June 2024

City Council Initial Draft Materials – June 2024

Stakeholder Meeting September 2024

Planning Commission Update – September 2024

City Council Update – October 2024

Stakeholder Meeting – January 2025

Planning Commission Hearing – February 2025

City Council Hearing for Draft – March 2025

Public hearing for Ordinance adoption – June 2025

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## Questions

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Any Questions?



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City of Winlock  
 323 NE First  
 PO Box 777  
 Winlock, WA 98596

RECEIVED  
 AUG 25 2023

BY: CP

APPLICATION TO SERVE ON

Name: Meredith Horne \_\_\_\_\_ Winlock City Council  
 Address: [REDACTED] \_\_\_\_\_  Winlock Planning Commission  
 Phone: [REDACTED] \_\_\_\_\_ Winlock Civil Service  
 Occupation: Stay at home mom, Bus driver \_\_\_\_\_ Winlock Park Board

Are you 18 years of age or older  Yes  No

How long have you lived in the City Limits of Winlock 2 1/2 yrs

Are you a registered Voter in Winlock  Yes  No

Tell us why you are interested in filling the vacancy: My original area of study in college was Ag. Bus. I thrive in brainstorming & looking for details that encourage movement forward, or justification to hold back - i.e. perhaps needing to explore how an initial step must be taken, in order to facilitate the original idea or goal.

Can you attend night meetings? Yes

Can you attend day meetings? Yes

Is there anything that could hinder you from attending the regularly scheduled meetings? Emergency family needs. Availability would be: 8:30 AM - 2:30 PM & after 5 PM Mon-Fri.

List any special interests or skills: I love the outdoors, enjoy learning, & creating a great environment that promotes the ability for all to be appreciative & happy!

[Signature]  
 (signed)

8/24/23  
 (date)

Please return to City Hall by: \_\_\_\_\_

Phone: 360-785-3811 Fax: 360-785-4378 email: [wincity@toledotel.com](mailto:wincity@toledotel.com)

"This institution is an equal opportunity provider, and employer."



City of Winlock  
323 NE First  
PO Box 777  
Winlock, WA 98596

RECEIVED  
APR 24 2024

BY: MB

APPLICATION TO SERVE ON

Name: Randy Denton

Winlock City Council

Address: [REDACTED]

X

Winlock Planning Commission

Phone: [REDACTED]

Winlock Civil Service

Occupation: President of construction

Winlock Park Board

Are you 18 years of age or older  Yes  No

How long have you lived in the City Limits of Winlock 2 years

Are you a registered Voter in Winlock  Yes  No

Tell us why you are interested in filling the vacancy: I would like to use my construction experience to help the planning commission better the community.

Can you attend night meetings? yes

Can you attend day meetings? yes

Is there anything that could hinder you from attending the regularly scheduled meetings? No

List any special interests or skills: I have built approx. 170 homes throughout different jurisdictions. I am a CSL, have multiple safety certs and currently building homes in winlock.

[Signature]

(signed)

4/24/24

(date)

Please return to City Hall by: 4-25-2024

[Signature]

Phone: 360-785-3811 Fax: 360-785-4378 email: [wincity@toledotel.com](mailto:wincity@toledotel.com)

"This institution is an equal opportunity provider, and employer."

# 25.00 check ✓

RECEIVED  
APR 12 2024



BY: 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 <sup>Fax #</sup> 360 266 7237

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

# VERIFICATION & AUTHORIZATION OF CITY OFFICIALS

## Mayor

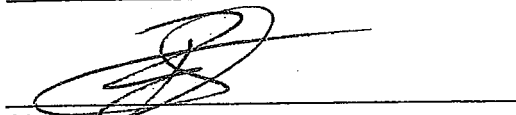
Comments if  
applicable:

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Signature



Date

4/15/24

## Police Department

Comments if  
applicable

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Signature

 901

Date

4/16/24

## Fire District #15

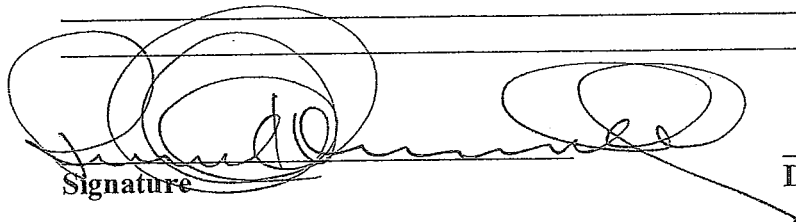
Comments if  
applicable:

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Signature



Date

4/18/24

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

### 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)**

<p><b>Walk / Run / Bike Route</b></p> <p>Please attach a detailed course map and written production area.</p> <p style="text-align: center; font-size: 2em;">N/A</p>	<p><b>Parade</b></p> <p>Location of assembly with narrative traffic control plan indicating street closures and flagger locations.</p> <p>Location of viewing stand: <u>N/A</u></p> <p>Location of disbanding area:</p>
<p><input checked="" type="checkbox"/> <b>Beer Garden</b></p> <p>Anticipated capacity? <u>200-400</u></p> <p>Desired Location <u>318 N.E. 1st St.</u></p>	<p><b>Designated Parking</b></p> <p>List all spaces requested here. _____</p> <p>*Please include a parking plan that includes the location of ADA accessible spaces.</p>
<p><input checked="" type="checkbox"/> <b>Portable Toilets</b></p> <p>Number of regular units: _____</p> <p>*Number of ADA accessible units: <u>3</u></p> <p>*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.</p>	<p><b>Animals</b></p> <p>List of animals involved in event. <u>N/A</u></p>
<p><b>Vehicles</b></p> <p>Type of vehicles involved: _____</p> <p>Number of vehicles involved: <u>1</u></p> <p><u>Trailer for stage</u></p>	<p><input checked="" type="checkbox"/> <b>Band / Music Performers</b></p> <p>Number of Bands / Performers: <u>1</u></p> <p>Names: <u>Two Minute Miracle</u></p> <p>Type of Music to be played: _____</p>
<p><b>Police and Fire Information</b></p>	<p><input checked="" type="checkbox"/> <b>Police and Fire Information</b> <u>Winlocks</u></p>
<p><b>Tents</b></p> <p>With or without side walls, greater than 400 square feet (single tents larger than 20x20 or multiple tents less than 12 feet apart)</p>	<p><input checked="" type="checkbox"/> <b>Fenced Area</b></p> <p>(Such as a beer garden) flames / burning, torches, candles etc....</p> <p>Proposed occupant load: <u>up to 400</u></p>
<p><b>Amusement Building/Fair, Carnival Rides</b></p>	<p><b>Pyrotechnic Displays</b> <u>N/A</u></p>
<p><b>Fuel Powered Equipment / Machinery</b></p> <p>Propane, gasoline, diesel, etc....</p> <p>Please describe equipment and fuel:</p> <p><u>Generator</u></p>	<p><b>Other Event Not Listed</b></p> <p>Describe: _____</p>

\*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: NA

### 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

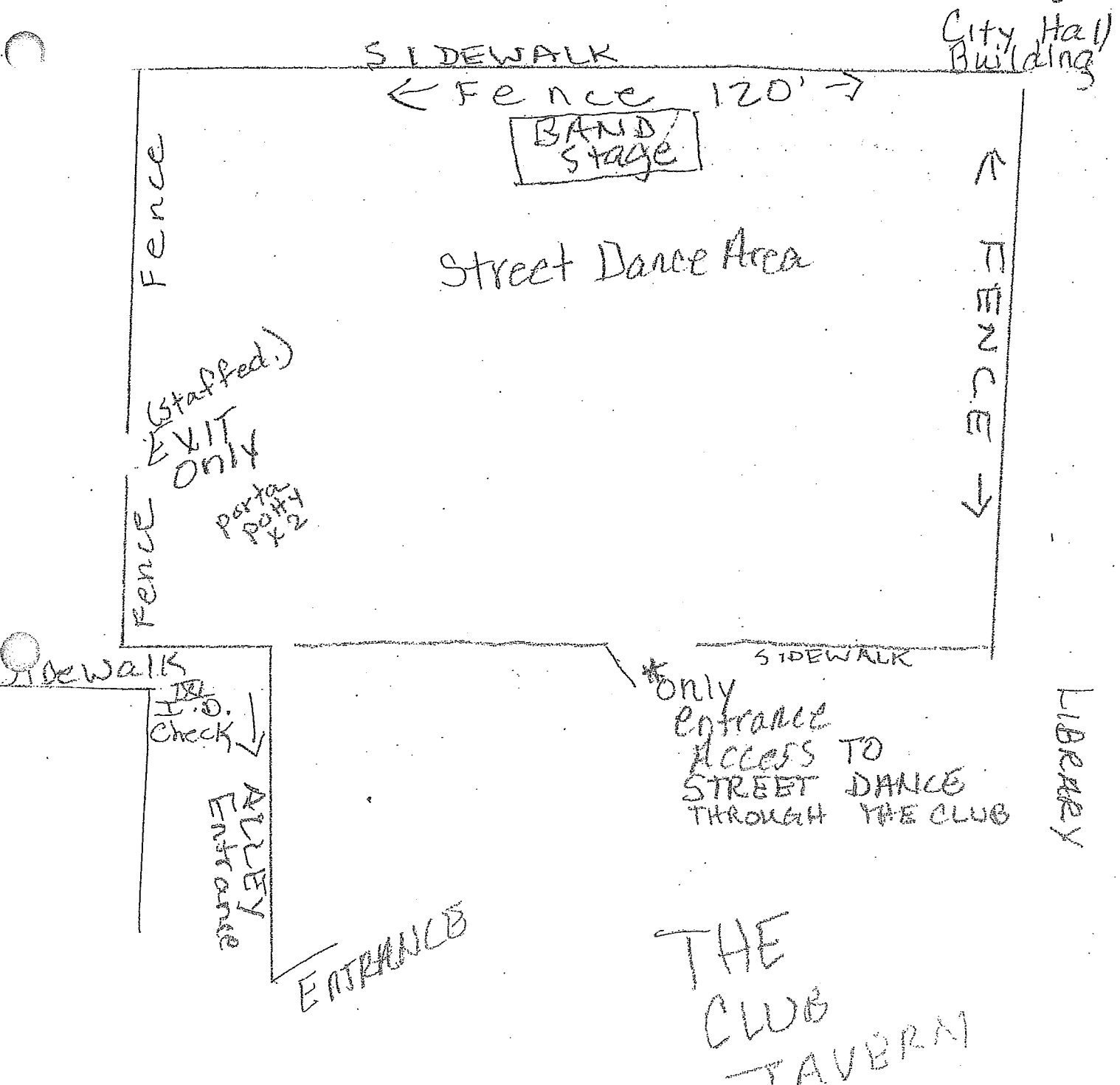
Whereas, Paul Russel (Grantee) has applied for a Special Event Permit under Winlock Municipal Code.



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

I have attached a street  
diagram of footage for  
fencing.

STREET DANCE PROPOSITION #2 (Normal Egg Day Request)



- Personel on shift:
- 1 @ I.D. Checker
  - 1 @ EXIT
  - 3 @ Security
  - 3 @ Employees
  - 1 @ Manager
  - 1 @ owner

2pm - 2am



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Nicholson &amp; Associates Insurance, LLC</b> PO Box 310 Castle Rock, WA 98611	CONTACT NAME: <b>Gail M Mowrey ACSR, CMSR, CRIS</b>
	PHONE (A/C, No., Ext): <b>(360)274-6991</b> FAX (A/C, No.):
	E-MAIL ADDRESS: <b>gail@nichinsure.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Mount Vernon Fire Ins Co</b>
	INSURER B: <b>Everspan Indemnity Insurance Co</b>
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED  
**The Club Tavern, LLC**  
P O Box 744  
Winlock, WA 98596

COVERAGES      CERTIFICATE NUMBER: 00122533-131358      REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		CP2667372A	03/15/2024	03/15/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability	Y		CE1EII-001522-02	03/17/2024	03/17/2025	\$1,000,000 EO      \$2,000,000 Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as Additional Insured, as their interest may appear, when required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER <b>City of Winlock</b> P O Box 777 Winlock, WA 98596	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Gail M. Mowrey</i> (NGW)
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City of Winlock  
323 NE First Street  
PO Box 777  
Winlock, WA 98596  
(360) 785-3811

Receipt Number:

50139

*Twenty-Five and 0/100's Dollars*

Received From:

The Club Tavern LLC  
Po Box 744  
Winlock, WA 98596  
360-785-3143

Printed By

MB

Date

4/19/2024

Receipt Number:

50139

Amount

\$25.00

Check

5026 check c Paul Russell, T

\$25.00

check counter Club Tavern (Egg Day Street dance)

**CUSTOMER COPY**

RENTAL AGREEMENT  
FOR RECREATIONAL FACILITIES AT WINOLEOUA PARK

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between **CITY OF WINLOCK, WASHINGTON**, a municipal corporation, hereinafter referred to as the "City", and **WINLOCK 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 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 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.

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 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 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.

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.

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.

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

~~2024 Board Member(s)~~

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

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

---

Brandon Svenson, Mayor

Exhibit A - Youth Baseball Agreement

TREES



x x x x

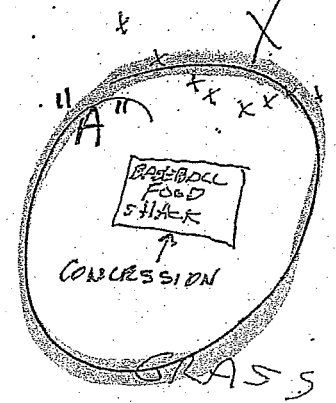
x BASEBALL FIELD

PARKING

BASKET BALL COURT

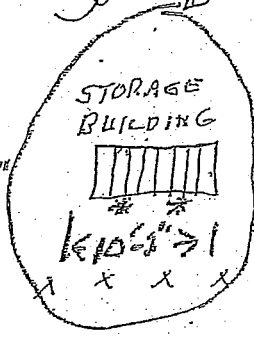
PARKING

x  
x  
x  
x  
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x  
x



Soccer

Building has 2 compartments & 2 doors (A)

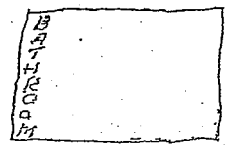


BLEACHERS

BLEACHERS

HORSE SHED

PARKING



DUMPSTER

PARKING

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 hereby 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.

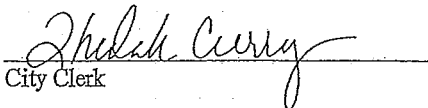
PASSED by the City Council of the City of Winlock, Washington; and

APPROVED by its Mayor at a regularly scheduled open public meeting thereof this 11<sup>th</sup> day of July,  
2016.

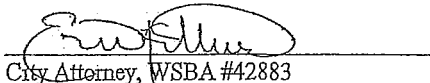


Mayor

Attest:

  
City Clerk

Approved as to form:

  
City Attorney, WSBA #42883

**Petrich Arbor Care**  
 1410 S Scheuber Rd  
 Centralia, WA 98531  
 (360)388-2016  
 petrichtreeremoval16@gmail.com

# Estimate

**ADDRESS**  
 City of winlock

**ESTIMATE # 24**  
**DATE 05/09/2024**

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
<b>Tree Services</b>	Tree removal project to be performed at 209 C SE alder street Winlock wa		12,000.00	12,000.00T

For the removal of two large multi stemmed oak trees, cutting off the root ball and approx 6ft of the lower stem of one blown over oak tree. Removing one leaning oak tree that shares the same root structure as previously mentioned oak tree. Chip all chip able material and Dump chips in city park ( some Indian name) in designated area. Dump all wood in rounds/logs in designated dump area (by fire pit at back of parking lot by baseball field.

All clusters of trees will be taken down in the safest way possible deemed by the crew during operations. We will be taking them down in a series of rigging applications lowering branches and wood to the ground to be chipped and hauled away. Some pieces of the trees may be cut and dropped freely to the ground if deemed safe by the crew. During this process the crew will be using chainsaws to preform these tasks while having proper safety gear on and work zone safely marked off while working.

Our work area will be cleaned of debris using rakes, back pack blowers and common clean up

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
----------	-------------	-----	------	--------

tools at the end of project. Stumps of trees will be cut low to the ground (within 2 inches to 1ft above ground).

Estimated completion time for this project will be 2-3 days with 8-10 hour work days starting at 8am in the morning.

Thank you for your business.

SUBTOTAL	12,000.00
TAX	936.00
TOTAL	<b>\$12,936.00</b>

Accepted By

Accepted Date

## CITY OF WINLOCK, WASHINGTON

### ORDINANCE NO. 1129

**AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON,  
CREATING A NEW CHAPTER 1.25 OF WINLOCK MUNICIPAL CODE;  
ESTABLISHING A CITY FLAG POLICY; 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, all references herein to “WMC“ shall mean the “Winlock Municipal Code,” and

WHEREAS, Chapter 1.25 WMC is entitled “CITY FLAG POLICY“; and

WHEREAS, at its meeting on February 13, 2023, the Winlock City Council decided it would provide clarity for the public and staff to adopt a policy governing the official display of flags in and on City property; and

WHEREAS, the City wishes to memorialize and codify current practices regarding which flags are displayed and when and how flags are flown or lowered to half-staff inside and outside of City facilities; and

WHEREAS, the City wishes to ensure that the City’s flag policy is consistent with the United States Flag Code and Washington state law on public flag displays;

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

**Section 1.** **Adoption of New Chapter 1.25 “City Flag Policy”.** The Winlock Municipal Code is amended to adopt a new Chapter 1.25, City Flag Policy, as set forth herein.

**CHAPTER 1.25**  
**CITY FLAG POLICY**

**Sections:**

- 1.25.010 Purpose, intent, and policy.**
- 1.25.020 Allowed flags on city property.**
- 1.25.030 Lowering flags to half-staff.**
- 1.25.040 Ceremonial Flags.**
- 1.25.050 Plaza Flag Display – Veteran’s Memorial Flag Display**

**1.25.010 Purpose, intent, and policy.**

- A. The purpose of this policy is to establish guidelines in order to ensure that the flags are used only for government speech and that they reflect the views, values, and goals of the city. The City’s flagpoles are not intended to serve as a forum for free expression by the public. The City will not display a ceremonial flag based on a request from a third party, nor will the City use its flagpoles to sponsor the expression of a third party.
- B. Flags shall be displayed in conformance with Federal and State laws and policies, as stated in the Federal “The Flag” publication of the Congress, Title 4, Chapter, 1 of the United States Code, and the State of Washington Revised Code of Washington 35A.21.180 and RCW 1.20.017.
- C. Based on guidance from the Washington Secretary of State, the Washington State flag should be displayed in the highest position of honor after the U.S. flag and the flags of any other nations. The Washington State flag should be displayed in a higher position of honor than the flags of other states, counties, cities, or any other entity. When the U.S., Washington State, and POW-MIA flags are flown on a single pole, the U.S. flag should be on top, followed by POW-MIA flag and then the Washington State flag. If there are two poles, the POW/MIA flag should be flown under the U.S. flag while the Washington State flag is on the other pole.

**1.25.020 Allowed flags on city property.**

Except as where otherwise specifically provided, the city will fly or display only the following flags on property owned by the city: The flag of the United States of America; the Washington State flag; the POW/MIA flag; and any other flag mandated by federal or Washington State law.

**1.25.030 Lowering flags to half-staff.**

The city will lower flags displayed in the civic center plaza to half-staff in the following circumstances:

- A. At the direction of the President of the United States;
- B. At the request of the Governor of the State of Washington;
- C. At the request of the city council or city mayor in the event of the death of a current city employee or official.

**1.25.040 Ceremonial Flags**



The City's flagpoles are not intended to serve as a forum for free expression by the public. The following flags may be displayed by the City as an expression of the City's official sentiments:

- A. Flags of Governments Recognized by the United States. Flags of the governments recognized by the United States may be displayed upon the affirmative vote of the City Council.
- B. Flags of Sister Cities. The flags of official Sister Cities of Winlock may be displayed in conjunction with an event involving the Sister City.
- C. Flags Displayed in Conjunction With Official Ceremonial Items. Other flags may be displayed in conjunction with official actions, ceremonial items, or proclamations of the City Council.

**1.25.050 Plaza Flag Display – Veteran's Memorial Flag Display**

The City of Winlock may establish a Veteran's Memorial Flag Display at the Plaza located at 0 NW Kerron Avenue in the city limits of the City of Winlock, and legally described as Section 28 Township 12N Range 02W Pt Blks 2, 3, & 4 Kerrons Add. The City will fly or display only the following flags at the Plaza:

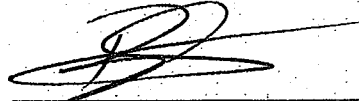
- A. United States Flag
- B. Washington State Flag
- C. POW/MIA Flag
- D. United States Military Service Flags
  - 1. U.S. Army Flag
  - 2. U.S. Marine Corps Flag
  - 3. U.S. Navy Flag
  - 4. U.S. Air Force Flag
  - 5. U.S. Space Force Flag
  - 6. U.S. Coast Guard Flag

**Section 2. 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 3. Effective Date.** This Ordinance shall take effect five (5) days after its publication, or publication of a summary therefore, in the City's official newspaper, or as otherwise provided by law.

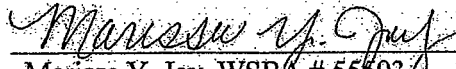
**Section 4. Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

**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 27th day of February, 2023.



Brandon Svenson, Mayor

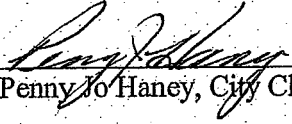
Approved as to form:



Marissa Y. Jay, WSBA # 55593

City Attorney

Attest:



Penny Jo Haney, City Clerk

Approved Reading:

02/27 /2023

Publication Date:

03/02 /2023

Effective Date:

03/07 /2023

## AGREEMENT AND CONDITIONS RELATING TO APPOINTMENT OF PUBLIC DEFENDER FOR CITY OF WINLOCK

In mutual consideration of the following terms and conditions the Parties agree to the following:

### 1. PARTIES

Parties to this Agreement shall be the City of Winlock Court, hereinafter referred to as "The City" and the undersigned attorney hereinafter referred to as the "Public Defender".

### 2. PRELIMINARY ARTICLE

2.1 The Public Defender shall be a qualified attorney admitted to the practice of law in the State of Washington and shall be bound to act in accordance with the Rules of Conduct established by the Washington State Bar Association as adopted by the Supreme Court of the State of Washington.

2.2 The Public Defender shall have demonstrated experience in representing parties in criminal matters at a level acceptable to the Court.

2.3 The City requires that the Public Defender act in an independent and professional manner consistent with the best legal interests of the client said attorney will serve. To that end, the City agrees not to make any judgment concerning the qualifications or performance by a Public Defender which is based upon a difference of legal interpretation between a Public Defender and the City.

2.4 The Public Defender shall maintain malpractice insurance during the entire period of the contract and shall provide proof of such insurance to the City.

### 3. TERMS OF APPOINTMENT

3.1 The term of performance of this Agreement will be for a period From June 1, 2024 until the close of business on the 31<sup>st</sup> day of December 2025. The Public Defender shall continue to represent to final disposition all clients appointed within the period of this Agreement.

3.2 The Public Defender shall have the right to termination without cause. In case of such termination of appointment, the Public Defender shall provide thirty (30) days written notice of termination prior to the effective

date of any voluntary termination and the affected Public Defender shall exercise all reasonable efforts to complete all cases currently in process.

#### 4. FEE FOR SERVICES

Legal Services to be performed will be compensated by unit. A unit shall be defined as any of the following;

- 4.1 Representing and advising a criminal defendant accused of either a misdemeanor or gross misdemeanor offense through all stages including pre-trial release, pre-trial hearings, suppression hearings, trial confirmation hearings, change of plea and sentencing. Cases involving a single incident and offense date will be treated as one unit regardless of the number of charges or citations filed.
- 4.2 Representation of criminal defendants for a jury trial will be counted as an additional five units per day in trial. Jury trials begin upon empaneling a jury.
- 4.3 A bench trial shall be counted as an additional two units. Bench trial begin upon opening statement. If a jury trial is confirmed and the jury trial is stricken before empaneling a jury, the Public Defender shall bill an additional two units.
- 4.4 A filed motion shall be counted as an additional one unit and an additional 1.5 units for a hearing on such motion.
- 4.5 Representing a defendant on a probation violation hearing will be counted as .75 units per case number.
- 4.6 Post-trial motions and post-sentencing hearings will not be compensated additionally, nor is the Public Defender appointed for such hearings.
- 4.7 The Public Defender shall be reimbursed for expert witness fees and other out of pocket expenses when approved by the Court in advance.
- 4.8 The Public Defender may request additional units on a case when circumstances warrant additional payment as determined by the presiding Judge.
- 4.9 The Public Defender's representation terminates upon entry of a Judgment and Sentence or Withdrawal Order or entry of a Deferred Prosecution.
- 4.10 If a Defendant has failed to appear in Court as ordered and at least six (6) months have elapsed there from without the Defendant having personally appeared in Court, the Public Defender representation shall continue, and the case shall be treated as new appointment.
- 4.11 Public Defender shall appear assist at arraignment calendar to unrepresented defendants. calendar      Appearing at an arraignment will be 2.0 units.

- 4.12 Any charge of DUI, Physical Control, Assault Fourth Degree, or any violation of a protection order, no contact order or antiharassment order will be an additional 1.0 units. Any other charges that allege domestic violence will be an additional 1.0 units.
- 4.13 Any case requiring the services of an interpreter shall be an additional unit.
- 4.14 Appearing at a jail docket shall be one unit.

5. RATE OF COMPENSATION

- 5.1 The City shall pay the Public Defender the sum of \$300 for each unit.
- 5.2 The Public Defender shall provide to the City a Statement of Services Completed describing the number of units completed.
- 5.3 The City shall issue payment monthly for all services provided by the Public Defender, payment shall be made directly to the Public Defender.
- 5.4 The Public Defender shall bill the City for services at the conclusion of the case. If a defendant fails to appear at a court hearing and a warrant is issued, the Public Defender shall bill for services. If the defendant appears in court within six months after the warrant is authorized to issue, the Public Defender shall not rebill for the same services.

6. SERVICES PROVIDED

- 6.1 Representation of qualified indigents at all stages of until proceedings after appointment withdrawal.
- 6.2 Work cooperatively with the City in scheduling of Court

activities and appearances to enhance the efficiency of the Court and provide timely legal representation to the client.

- 6.3 Where a conflict of interest exists in a case assigned to the Public Defender, the City shall be responsible for arranging qualified substitute counsel and compensation to that attorney in accordance with RPC 1.8(m).
- 6.4 The Public Defender shall be allowed to associate and/or substitute counsel at Public Defender's discretion so long as associated counsel meets criteria of section 2.1 through 2.4.

7. WITHDRAWAL BY PUBLIC DEFENDER

- 7.1 At any time after a verdict of acquittal or a judgment and sentence is entered; or
- 7.2 Entry of a Deferred Prosecution; or
- 7.3 Dismissal of the case; or
- 7.4 Entry of a final ruling on a probation case; or
- 7.5 Any other reason approved by the Court.

8. APPEALS

- 8.1 The City shall appoint a Public Defender to handle appeals from the Judgment of the Court. Appellate representation may be assigned to a different Public Defender than trial counsel. Trial counsel may request appointment of the appeal unless the Defendant believes a conflict exists.
- 8.2 Legal Services on an appeal to Superior Court shall be paid at \$150.0 per hour up to a maximum of three thousand dollars (\$3,000) exclusive of costs, unless a greater amount is provided by the Court. Verified hourly billings shall be presented upon completion prior to payment being made.

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- 9.1 This agreement may be amended by the parties without further additional consideration being exchanged during the term of performance if there is an agreement by both parties. The term of performance of this Agreement may be extended by mutual agreement of the parties.
- 9.2 Should this agreement be executed after the actual beginning of the term of performance by the Public Defender, the effective date of this Agreement shall be considered to be the date performance by the undersigned Public Defenders actually began and not the date of the execution of this Agreement.

THE UNDERSIGNED MEMBER OF THE WASHINGTON STATE BAR ASSOCIATION DO HEREBY ACCEPT AN APPOINTMENT AS A PUBLIC DEFENDER OF INDIGENTS ACCUSED IN THE CITY OF MORTON UNDER THE TERMS AND CONDITIONS AS SET FORTH ABOVE.

THIS APPOINTMENT SHALL BE EFFECTIVE STARTING JUNE 1, 2024 AND CONTINUE UNTIL CANCELLED BY AN AFFIRMATIVE ACT OF EITHER PARTY AS DESCRIBED IN SAID AGREEMENT, OR UNTIL DECEMBER 31, 2025 WHICHEVER SHALL OCCUR FIRST.

**Draft**

CITY OF  
WINLOCK

Approved as to form:

By:

\_\_\_\_\_  
BRANDON SVENSON,  
MAYOR

\_\_\_\_\_  
JAMES M.B. BUZZARD, WSBA #  
33555 CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
PUBLIC DEFENDER

\_\_\_\_\_  
PENNY JO HANEY, CITY CLERK

\_\_\_\_\_  
JACOB R. CLARK, WSBA #38768

Draft



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activities and appearances to enhance the efficiency of the Court and provide timely legal representation to the client.

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- 7.3 Dismissal of the case; or
- 7.4 Entry of a final ruling on a probation case; or
- 7.5 Any other reason approved by the Court.

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Draft

CITY OF  
WINLOCK

Approved as to form:

By:

\_\_\_\_\_  
BRANDON SVENSON,  
MAYOR

\_\_\_\_\_  
JAMES M.B. BUZZARD, WSBA #  
33555 CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
PUBLIC DEFENDER

\_\_\_\_\_  
PENNY JO HANEY, CITY CLERK

\_\_\_\_\_  
JOSEPH O. ENBODY, WSBA #21445

Draft

## 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:

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Penny Jo Haney, Clerk-Treasurer

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Marissa Y. Jay, WSBA #55593  
City Attorney

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 June 1, 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 is usual and customary.

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:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**CITY OF WINLOCK:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**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 **June 1, 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 is **usual and customary**.

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:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**CITY OF WINLOCK:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

Draft

NOTE: THIS WAS PRESENTED ON 4-22-24, BUT  
TABLED UNTIL COUNTY CLARIFIED THE TWO  
ITEMS BELOW.

## 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 JUNE 1, 2024, 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 IS USUAL AND CUSTOMARY.

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. 1162**

**AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, REAFFIRMING, AMENDING, AND CREATING NEW SECTIONS OF WINLOCK MUNICIPAL CODE CHAPTER 10.35; AMENDING ORDINANCE NO. 1157 AS NECESSARY; CLARIFYING TWO-HOUR PARKING ZONES ON THE NORTH SIDE OF E. WALNUT STREET, REMOVING PROVISIONS FOR PARKING ON CEMETERY ROAD FOR FUNERALS, PROVIDING FOR DIAGONAL PARKING ON PORTIONS OF N.E. PINE STREET, AND DECLARING IT UNLAWFUL TO INTERFERE WITH TRAFFIC CONTROL DEVICES OR TO DISPLAY UNAUTHORIZED TRAFFIC CONTROL DEVICES AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF; 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.01.020, 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, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Chapter 10.35 WMC is entitled "PARKING"; and

WHEREAS, Ordinance No. 1157 was passed by the City Council on April 22, 2024, which amended Chapter 10.35 WMC; and

WHEREAS, after the passage of Ordinance 1157 City staff discovered and subsequently determined Ordinance 1157 contained certain errors, including, but not limited to:

- (1) The omission of the number of parking spaces for the two-hour parking zone on the north side of E. Walnut Street,

- (2) The portion of Cemetery Road adjacent to the Lewis County Cemetery District No. 01 is outside of City Limits,
- (3) Diagonal parking on N.E. Pine Street was omitted, and
- (4) No provision prohibiting the display of unauthorized traffic control devices or interference with official traffic control devices was included.

WHEREAS, the above mentioned errors or omissions require the City to pass a new ordinance to amend 1157; and

WHEREAS, the Council desires to amend Ordinance No. 1157 as set forth herein.

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

**Section 1.** Section 2 of Ordinance No. 1157 – Section 10.35.010 of the Winlock Municipal Code is amended to state:

**10.35.010 Establishing two-hour parking zones.**

The following described portions of the following named streets, roads, avenues and other rights-of-way in the city are established as two-hour parking zones. Time limits shall be for two (2) consecutive hours between the hours of 8:00 a.m. and 6:00 p.m., except on weekends, legal holidays, and/or if posted to be different, for the following:

- A. S.E. First Street from the intersection with E. Walnut Street (State Route 505), southerly to the intersection with S.E. Cowlitz Road.
- B. N.E. First Street from the intersection with E. Walnut Street (State Route 505), northerly to N.E. Hemlock.
- C. N.E. Pine Street from the intersection with N.E. First Street to the intersection with N.E. Front Street on the north side.
- D. N.E. Cedar Street from the intersection with N.E. First Street to the intersection with N.E. Front Street on the north side.
- E. E. Walnut Street east of N.E. First Street on the north side of the street in the first four (4) parking spaces.

**Section 2.** Section 5 of Ordinance No. 1157 – Section 10.35.030 of the Winlock Municipal Code is amended to state:

**10.35.030 Establishing no parking/tow-away zones.**

The following described portions of the following named avenues, streets, roads, or other rights-of-way in the city are established as no parking anytime zones, as set forth below:

- A. No parking, both sides of Walnut Street (State Route 505) commencing at the intersection with N.W. Arden Avenue extending easterly to the intersection with S.E. first street.



B. No parking, both sides of N.W. Griffith Street commencing at the intersection with N.W. Kerron Avenue and extending westerly a distance of 200 feet; provided, however, that parking shall be allowed along said area for public safety, emergency, medical, and firefighting personnel.

C. No parking, on the north side of State Route 505 commencing 200 feet east from the intersection with N.E. First Street extending easterly to east city limits.

Deleted: north

D. No parking, south side of State Route 505 commencing at the intersection with S.E. First Street extending easterly to east city limits.

E. No parking, both sides of Bay Road commencing at the intersection with Cemetery Road extending southerly to south city limits.

F. No parking, both sides of Byham Road commencing at the intersection with N.W. Dexter Avenue extending westerly to west city limits.

G. No parking, both sides of Cedar Crest Drive commencing at the intersection with State Route 505 extending northerly to the intersection with St. Helens Way.

H. No parking, both sides of Cemetery Road commencing at the intersection with State Route 505 extending west to the intersection of S.E. Cowlitz Road and S.E. First Street, Excluding any portion of Cemetery Road outside of City limits. Cemetery Road becomes S.E. Cowlitz Road.

Deleted: , except for a funeral event within 200 feet of the Lewis County Cemetery District No. 01 at the time a funeral is occurring...

I. No Parking, both sides of N.W. Fir Street commencing at the intersection with N.W. Arden Avenue and extending easterly to the intersection with N.E. First Street.

J. No parking, on both sides of N.W. Gertrude Avenue and S.W. Gertrude Avenue.

K. No parking, both sides of N.W. Grant Avenue commencing at the intersection with King Road extending southerly to the intersection with Shannon Lewis Lane.

L. No parking, both sides of Kakela Road commencing at the intersection with State Route 505 extending northerly to north city limits.

M. No parking, both sides of N.W. Kerron Avenue commencing at the intersection with N.W. Fir Street and extending south a distance of 250 feet.

N. No parking, both sides of N.W. Kerron commencing at the intersection with N.W. Myrtle Avenue extending southerly to the intersection with N.W. Fir Street, except the east side of N.W. Kerron Avenue in front of the Community Center or 607 N.W. Kerron Avenue for approximately 200 feet.

O. No parking, both sides of King Road commencing at the west city limits and extending east to the intersection with N.W. Fir Street.

P. No parking, both sides of Knowles Road commencing at the intersection with State Route 505 extending southerly to south city limits.

Q. No parking, both sides of N. Military Road commencing at the intersection with State Route 505 extending to north city limits.

R. No parking, both sides of S. Military Road commencing at the intersection with State Route 505 extending southerly to south city limits.

S. No parking, both sides of Nevil Road.

T. No parking, both sides of Shannon Lewis Lane commencing at the intersection with N.W. Gertrude Avenue extending northerly to the intersection with N.W. Grant Avenue.

U. No Parking, south side of St. Helens Way.

V. No parking, north side of St. Helens Way commencing at the east intersection with Cedar Court extending easterly 350 feet.

W. No Parking, both sides of Tennessee Road commencing at the intersection with Byham Road extending north to north city limits.

X. No parking on the streets, roads, or avenues located in Grand Prairie Estates (Roundtree Boulevard, Miller Street, Miller Avenue, Paggett Avenue, R.W. Fletcher Street, Cardinal Avenue, Herren Avenue, Powell Avenue, Spruce Street and all other and future dedicated rights-of-way within Grand Prairie Estates) and Meyers Meadows (Apple Road, Orange Court, and Peach Road and all other and future dedicated rights of way within Meyers Meadows) and no parking on any roads, avenues, streets, or other rights-of-way in any new subdivisions recorded with the Lewis County Auditor after April 22, 2024.

Y. No parking, when and where signs are erected and/or curbing is painted red or yellow to give notice of a no parking zone or fire zone. The City Department of Public Works shall paint the curb adjoining all no-parking and prohibited parking areas yellow or red or shall post signs prohibiting parking on the curb adjoining no-parking zones. It is unlawful for any other person to paint curbs or post no-parking signs in such restricted zones.

It is a violation of this chapter to park in any of the "No Parking" areas set forth above at any time. In addition, any vehicle parked in violation of subsections A through Y of this section may be impounded and towed away at the owner's expense in accordance with Chapter 46.55 RCW as existing now or hereafter amended.

**Section 3.** Section 8 of Ordinance No. 1157 – Section 10.35.045 of the Winlock Municipal Code is amended to state:

**10.35.045 Parallel, diagonal, and perpendicular parking zones.**

**A. Parallel Parking Zones.**

1. Parallel parking is authorized city-wide unless otherwise posted.

**B. Diagonal Parking Zones.**

Deleted: [Reserved]

1. The three (3) parking spaces on the north side of N.E. Pine Street from a point commencing approximately 15 feet west of N.E. First Street extending westerly to the driveway of the building located on the real property legally described as Section 28, Township 12N, Range

02W, LOT 1 & S 10' LOT 2 BLK 3 WINLOCK ADDITION to the town of Winlock, Lewis County, Washington, commonly known as 401 NE 1st St., Winlock, WA.

C. Perpendicular Parking Zones. [Reserved]

**Section 4.** Section 10.35.075 of the Winlock Municipal Code is hereby created to state:

10.35.075 Traffic Control Devices – display of unauthorized traffic control devices and interference with official traffic control devices prohibited.

A. Adoption by reference. Notwithstanding the adoption of the Model Traffic Ordinance pursuant to Chapter 10.05 WMC, the following State statutes as existing now or hereafter amended, are hereby adopted as part of this chapter:

1. RCW 46.61.075 (Display of unauthorized signs, signals, or markings);
2. RCW 46.61.080 (Interference with official traffic-control devices or railroad signs or signals);
3. RCW 47.36.130 (Meddling with signs prohibited);
4. RCW 47.36.180 (Forbidden devices—Penalty);

B. Violations of RCW 46.61.080, 46.61.075, 47.36.130, and 47.36.180 may be cited under this section of the Winlock Municipal Code and/or State Statute.

C. Penalties. The penalty for violations of this Section 10.35.075 WMC and the statutes adopted herein shall be as expressly provided by state law. Each day's violation constitutes a separate offense.

**Section 5. Affirmed.** All other sections of Ordinance No. 1157 not included herein are hereby affirmed in their entirety.

**Section 6. Repealer.** All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

**Section 7. 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 8. Effective Date.** This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

**Section 9. 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 13th day of May, 2024.

\_\_\_\_\_  
Brandon Svenson, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Penny Jo Haney, City Clerk

\_\_\_\_\_  
Marissa Y. Jay, WSB/A# 55593  
City Attorney

Approved Reading: \_\_\_\_\_/2024  
Publication Date: \_\_\_\_\_/2024  
Effective Date: \_\_\_\_\_/2024

**Draft**

**Display of unauthorized signs, signals, or markings.**

(1) No person shall place, maintain or display upon or in view of any highway any unauthorized sign, signal, marking or device which purports to be or is an imitation of or resembles an official traffic-control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of an official traffic-control device or any railroad sign or signal.

(2) No person shall place or maintain nor shall any public authority permit upon any highway any traffic sign or signal bearing thereon any commercial advertising.

(3) This section shall not be deemed to prohibit the erection upon private property adjacent to highways of signs giving useful directional information and of a type that cannot be mistaken for official signs.

(4) Every such prohibited sign, signal or marking is hereby declared to be a public nuisance and the authority having jurisdiction over the highway is hereby empowered to remove the same or cause it to be removed without notice.

[ 1965 ex.s. c 155 § 12.]

Penalty: \$145.00 per JIS Law Table--including all state required  
Base penalty: \$48.00 per IRLJ 6.2 does NOT include any state

FOR COUNCIL  
ONLY - DOES NOT  
BECOME PART OF  
ORD.

**Interference with official traffic-control devices or railroad signs or signals.**

No person shall, without lawful authority, attempt to or in fact alter, deface, injure, knock down or remove any official traffic-control device or any railroad sign or signal or any inscription, shield or insignia thereon, or any other part thereof.

[ 1965 ex.s. c 155 § 13.]

**NOTES:**

*Interference with traffic-control signals or railroad signs or signals: RCW 47.36.130.*

Penalty: \$145.00 per JIS Law Table--including all state required assessments.

Base penalty: \$48.00 per IRLJ 6.2 does NOT include any state required assessments.

**Meddling with signs prohibited.**

No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic control signal, traffic device or railroad sign or signal, or any inscription, shield, or insignia thereon, or any other part thereof.

[ 1961 c 13 § 47.36.130. Prior: 1937 c 53 § 53; RRS § 6400-53.]

**NOTES:**

*Defacing, injuring, or destroying signs: RCW 46.61.080.*

*Imitation of signs: RCW 46.61.075.*

*Structures concealing signs prohibited: RCW 46.61.075.*

*Unlawful erection of traffic devices: RCW 46.61.075.*

Base penalty: \$48.00 per IRLJ 6.2 does NOT include any state required assessments.

**Forbidden devices—Penalty.**

(1) It is unlawful to erect or maintain at or near a city street, county road, or state highway any structure, sign, or device:

(a) Visible from a city street, county road, or state highway and simulating any directional, warning, or danger sign or light likely to be mistaken for such a sign or bearing any such words as "danger," "stop," "slow," "turn," or similar words, figures, or directions likely to be construed as giving warning to traffic;

(b) Visible from a city street, county road, or state highway and displaying any red, green, blue, or yellow light or intermittent or blinking light or rotating light identical or similar in size, shape, and color to that used on any emergency vehicle or road equipment or any light otherwise likely to be mistaken for a warning, danger, directional, or traffic control signal or sign;

(c) Visible from a city street, county road, or state highway and displaying any lights tending to blind persons operating vehicles upon the highway, city street, or county road, or any glaring light, or any light likely to be mistaken for a vehicle upon the highway or otherwise to be so mistaken as to constitute a danger; or

(d) Visible from a city street, county road, or state highway and flooding or intending to flood or directed across the roadway of the highway with a directed beam or diffused light, whether or not the flood light is shielded against directing its flood beam toward approaching traffic on the highway, city street, or county road.

(2) Any structure or device erected or maintained contrary to the provisions of this section is a public nuisance, and the department, the chief of the Washington state patrol, the county sheriff, or the chief of police of any city or town shall notify the owner thereof that it constitutes a public nuisance and must be removed, and if the owner fails to do so, the department, the chief of the Washington state patrol, the county sheriff, or the chief of police of any city or town may abate the nuisance.

(3) If the owner fails to remove any structure or device within fifteen days after being notified to remove the structure or device as provided in this section, he or she is guilty of a misdemeanor.

[ 2003 c 53 § 257; 1984 c 7 § 201; 1961 c 13 § 47.36.180. Prior: 1957 c 204 § 1; 1937 c 53 § 62; RRS § 6400-62.]

**NOTES:**

**Intent—Effective date—2003 c 53:** See notes following RCW 2.48.180.

Penalty: Nuisance--notify owner to remove, failure to remove in 15 days is a misdemeanor. Max penalty for a misdemeanor is 90 days in jail and \$1,000 fine--not including any required statutory penalties or assessments.



## **CITY OF WINLOCK, WASHINGTON**

### **ORDINANCE NO. 1157**

**AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, REAFFIRMING, AMENDING, AND REPEALING SECTIONS OF WINLOCK MUNICIPAL CODE CHAPTER 10.35 CONCERNING PARKING; AMENDING ORDINANCE NO. 1108 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, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Chapter 10.35 WMC is entitled "PARKING"; and

WHEREAS, Chapter 10.35 WMC was last amended by Ordinance No. 1108, and was enacted on July 12, 2021; and

WHEREAS, the City annexed parcels into the City limits; and

WHEREAS, the City's population has grown significantly in the last three years; and

WHEREAS, due to said annexation and the growth of the City, the City Council has determined it necessary to amend and expand its parking ordinance; and

WHEREAS, the Winlock Traffic Code adopts by reference the Model Traffic Ordinance, set forth in Chapter 308-330 WAC; and

WHEREAS, the Model Traffic Ordinance, pursuant to RCW 46.61.570, authorizes a municipality such as the city of Winlock, by ordinance, to restrict parking and establish no parking zones on city streets and other rights-of-way; and

WHEREAS, the city council finds that it is necessary and appropriate, for public safety reasons, to adopt an ordinance establishing restricted parking and no parking zones on city streets and other rights-of-way within the city of Winlock; and

WHEREAS, the Council desires to amend Chapter 10.35 as set forth herein.

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

Chapter 10.35 of the Winlock Municipal Code, as last amended by Ordinance No. 1108, is hereby amended to read as follows:

**Section 1.** Section 10.35.005 of the Winlock Municipal Code is created to state:

**10.35.005 Adoption by reference.**

Notwithstanding the adoption of the Model Traffic Ordinance pursuant to Chapter 10.05 WMC, the following State statutes, RCW 46.61.570 (Stopping, standing, or parking prohibited in specified places – Reserving portion of highway prohibited) and 46.61.575 (Additional parking regulations), as existing now or hereafter amended, are hereby adopted as part of this chapter. The penalty set forth in WMC 10.35.080 shall apply to any violations of RCW 46.61.570 and 46.61.575. violations of RCW 46.61.570 and 46.61.575 may be cited under this section of the Winlock Municipal Code and/or WMC 10.35.080.

**Section 2.** Section 10.35.010 of the Winlock Municipal Code is amended to state:

**10.35.010 Establishing two-hour parking zones.**

The following described portions of the following named streets, roads, avenues, and other rights-of-way in the city are established as two-hour parking zones. Time limits shall be for two (2) consecutive hours between the hours of 8:00 a.m. and 6:00 p.m., except on weekends, legal holidays, and/or if posted to be different, for the following:

A. S.E. First Street from the intersection with E. Walnut Street (State Route 505), southerly to the intersection with S.E. Cowlitz Road.

B. N.E. First Street from the intersection with E. Walnut Street (State Route 505), northerly to N.E. Hemlock.

C. N.E. Pine Street from the intersection with N.E. First Street to the intersection with N.E. Front Street on the north side.

D. N.E. Cedar Street from the intersection with N.E. First Street to the intersection with N.E. Front Street on the north side.

E. E. Walnut Street east of N.E. First Street on the north side of the street.

**Section 3.** Section 10.35.020 of the Winlock Municipal Code is amended to state:

**10.35.020 Establishing 15-minute parking zones.**

The following described portions of the following named avenues, streets, roads, and rights-of-way in the city are established as 15-minute parking zones Monday through Saturday, except holidays, between the hours of 8:00 a.m. and 6:00 p.m.:

- A. The second parking space south of Pine Street on the east side of N.E. First Street.
- B. The first parking space south of Pine Street on the west side of N.E. First Street.

**Section 4.** Section 10.35.025 of the Winlock Municipal Code is created to state:

**10.35.025 Establishing a City-wide 72-hour parking zone.**

A. In street, avenue, road, highway, alley, or rights-of-way locations not specifically regulated by time limits for parking, no vehicle shall be parked for more than seventy-two hours consecutively. Each additional twenty-four hours of consecutive parking after the first notice of violation is placed upon the vehicle shall constitute additional and separate violations of this chapter.

B. It is a violation of this section for any person to cause, allow, permit, or suffer any vehicle to be parked within the city-wide 72-hour parking zone for a period in excess of 72 continuous hours without having obtained a license and/or permit from the Winlock Police Department, Winlock Public Works Superintendent, and/or Winlock City Council.

**Section 5.** Section 10.35.030 of the Winlock Municipal Code is amended to state:

**10.35.030 Establishing no parking/tow-away zones.**

The following described portions of the following named avenues, streets, roads, or other rights-of-way in the city are established as no parking anytime zones, as set forth below:

- A. No parking, both sides of Walnut Street (State Route 505) commencing at the intersection with N.W. Arden Avenue extending easterly to the intersection with S.E. first street.
- B. No parking, both sides of N.W. Griffith Street commencing at the intersection with N.W. Kerron Avenue and extending westerly a distance of 200 feet; provided, however, that parking shall be allowed along said area for public safety, emergency, medical, and firefighting personnel.
- C. No parking, north side of State Route 505 commencing 200 feet east from the intersection with N.E. First Street extending easterly to east city limits.
- D. No parking, south side of State Route 505 commencing at the intersection with S.E. First Street extending easterly to east city limits.
- E. No parking, both sides of Bay Road commencing at the intersection with Cemetery Road extending southerly to south city limits.
- F. No parking, both sides of Byham Road commencing at the intersection with N.W. Dexter Avenue extending westerly to west city limits.
- G. No parking, both sides of Cedar Crest Drive commencing at the intersection with State Route 505 extending northerly to the intersection with St. Helens Way.

- H. No parking, both sides of Cemetery Road commencing at the intersection with State Route 505 extending west to the intersection of S.E. Cowlitz Road and S.E. First Street, except for a funeral event within 200 feet of the Lewis County Cemetery District No. 01 at the time a funeral is occurring. Cemetery Road becomes S.E. Cowlitz Road.
- I. No Parking, both sides of N.W. Fir Street commencing at the intersection with N.W. Arden Avenue and extending easterly to the intersection with N.E. First Street.
- J. No parking, on both sides of N.W. Gertrude Avenue and S.W. Gertrude Avenue.
- K. No parking, both sides of N.W. Grant Avenue commencing at the intersection with King Road extending southerly to the intersection with Shannon Lewis Lane.
- L. No parking, both sides of Kakela Road commencing at the intersection with State Route 505 extending northerly to north city limits.
- M. No parking, both sides of N.W. Kerron Avenue commencing at the intersection with N.W. Fir Street and extending south a distance of 250 feet.
- N. No parking, both sides of N.W. Kerron commencing at the intersection with N.W. Myrtle Avenue extending southerly to the intersection with N.W. Fir Street, except the east side of N.W. Kerron Avenue in front of the Community Center or 607 N.W. Kerron Avenue for approximately 200 feet.
- O. No parking, both sides of King Road commencing at the west city limits and extending east to the intersection with N.W. Fir Street.
- P. No parking, both sides of Knowles Road commencing at the intersection with State Route 505 extending southerly to south city limits.
- Q. No parking, both sides of N. Military Road commencing at the intersection with State Route 505 extending to north city limits.
- R. No parking, both sides of S. Military Road commencing at the intersection with State Route 505 extending southerly to south city limits.
- S. No parking, both sides of Nevil Road.
- T. No parking, both sides of Shannon Lewis Lane commencing at the intersection with N.W. Gertrude Avenue extending northerly to the intersection with N.W. Grant Avenue.
- U. No Parking, south side of St. Helens Way.
- V. No parking, north side of St. Helens Way commencing at the east intersection with Cedar Court extending easterly 350 feet.
- W. No Parking, both sides of Tennessee Road commencing at the intersection with Byham Road extending north to north city limits.

X. No parking on the streets, roads, or avenues located in Grand Prairie Estates (Roundtree Boulevard, Miller Street, Miller Avenue, Paggett Avenue, R.W. Fletcher Street, Cardinal Avenue, Herren Avenue, Powell Avenue, Spruce Street and all other and future dedicated rights-of-way within Grand Prairie Estates) and Meyers Meadows (Apple Road, Orange Court, and Peach Road and all other and future dedicated rights of way within Meyers Meadows), and no parking on any roads, avenues, streets, or other rights-of-way in any new subdivisions recorded with the Lewis County Auditor after April 22, 2024.

Y. No parking, when and where signs are erected and/or curbing is painted red or yellow to give notice of a no parking zone or fire zone. The City Department of Public Works shall paint the curb adjoining all no-parking and prohibited parking areas yellow or red or shall post signs prohibiting parking on the curb adjoining no-parking zones. It is unlawful for any other person to paint curbs or post no-parking signs in such restricted zones.

It is a violation of this chapter to park in any of the "No Parking" areas set forth above at any time. In addition, any vehicle parked in violation of subsections A through Y of this section may be impounded and towed away at the owner's expense in accordance with Chapter 46.55 RCW as existing now or hereafter amended.

**Section 6.** Section 10.35.035 of the Winlock Municipal Code is created to state:

**10.35.035 Temporary no parking/tow-away zones.**

From time to time, temporary no parking/tow-away zones will be established when the city is required to perform maintenance on a right-of-way. Except in cases of emergency, the city shall erect, by 5:00 p.m. the day prior to the scheduled maintenance, signage for a temporary no parking/tow-away zone. The signs will indicate "No Parking/Tow Away" and state the effective dates and hours. It is a violation of this chapter to park or otherwise leave a vehicle in a temporary no parking/tow-away zone during the applicable hours. In addition, any vehicle parked in violation of this section may be impounded and towed away at the owner's expense in accordance with Chapter 46.55 RCW, as existing now or hereafter amended.

**Section 7.** Section 10.35.040 of the Winlock Municipal Code is amended to state:

**10.35.040 Establishing handicap parking spaces and requiring them to be appropriately marked and signed.**

The following described portions of the following named avenues, streets, roads, and rights-of-way in the city are established as handicap parking spaces, as set forth below:

A. A handicap parking space shall be established on the east side of S.E. First Street commencing 15 feet south of S.E. Maple and continuing the required distance for adequate parking (702 S.E. First Street, Winlock, WA 98596).

B. A handicap parking space shall be established on the first parking space south of Pine Street on the west side of N.E. First Street (323 N.E. First Street, Winlock, WA 98596).

C. A handicap parking space shall be established in the first parking space on N.E. First Street northeast of N.E. First and N.E. Pine Street and continuing the required distance for adequate parking (408 N.E. First Street, Winlock, WA 98596).

D. A handicap parking space shall be established in the first parking space south on N.E. First Street and N.E. Pine Street on the east side of N.E. First Street and continuing the required distance for adequate parking (322 N.E. First Street, Winlock, WA 98596).

E. A handicap parking space shall be established along the west side of N.W. Benton Avenue commencing at the south curblin of N.W. Fir Street and continuing the required distance for adequate parking (405 N.W. Benton, Winlock, WA 98596).

F. A handicap parking space shall be established in the only space on the south side of N.E. Cedar Street continuing the required distance for adequate parking (209 N.E. First Street, Winlock, WA 98596).

G. A handicap parking space shall be established in the first parking space north of N.E. Fir Street on the west side of N.E. First Street (503 N.E. First Street, Winlock, WA 98596).

H. A handicap parking space shall be established in the first parking space south of E. Walnut Street on the west side of S.E. First Street (104 S.E. First Street, Winlock, WA 98596).

**Section 8.** Section 10.35.045 of the Winlock Municipal Code is amended to state:

**10.35.045 Parallel, diagonal, and perpendicular parking zones.**

A. Parallel Parking Zones.

1. Parallel parking is authorized city-wide unless otherwise posted.

B. Diagonal Parking Zones. [Reserved]

C. Perpendicular Parking Zones. [Reserved]

**Section 9.** Section 10.35.050 of the Winlock Municipal Code is amended to state:

**10.35.050 Establishing loading zone within the school zone for the drop-off and pick-up of students only.**

A. A school loading zone for student loading and unloading only shall be established along the west boundary of Benton Avenue commencing at the south boundary of the handicap parking space and continuing 340 feet south. This parking strip shall be used for student loading and unloading only between the hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 3:30 p.m. on school days and shall be appropriately marked and signed.

B. No person shall stop, stand, or park a vehicle for any purpose or period of time other than for the expeditious unloading and delivery or pick up and loading of property in any loading zone during hours when the provisions applicable to such zone are in effect. In no case shall the stop for loading and unloading of property exceed thirty (30) minutes.

C. **Penalty for Violation.** A first infraction of this section shall constitute a violation and result in a penalty of seventy-five and no/100 dollars (\$75.00). A second infraction without the vehicle being moved for a period of thirty (30) minutes shall constitute a second violation and result in a penalty of seventy-five and no/100 dollars (\$75.00). A third infraction without the vehicle being moved for a period of thirty (30) minutes shall constitute a third violation and result in a penalty of seventy-five and no/100 dollars (\$75.00).

D. A vehicle that has occupied a load zone and has received three (3) consecutive load zone violation citations within one (1) business day shall be impounded.

**Section 10.** Section 10.35.055 of the Winlock Municipal Code is created to state:

**10.35.055 Establishing No Overnight Parking Zones.**

A. The following described portions of the following named avenues, streets, roads, or other rights-of-way in the city are established as no parking overnight zones, as set forth below:

1. No overnight parking on N.E. First Street commencing at the intersection with E. Walnut Street extending northerly to the intersection with N.E. Fir Street.

B. It is a violation of this chapter to park in any of the "No Overnight Parking" areas set forth above during the hours of 2:00 a.m. to 6:00 a.m. In addition, any vehicle parked in violation of this section may be impounded and towed away at the owner's expense in accordance with Chapter 46.55 RCW as existing now or hereafter amended, said statutes being incorporated herein by reference.

**Section 11.** Section 10.35.060 of the Winlock Municipal Code is hereby affirmed in its entirety.

**Section 12.** Section 10.35.065 of the Winlock Municipal Code is created to state:

**10.35.065 Overtime parking prohibited.**

A. It is a violation of this chapter for any person to allow or permit a vehicle to be parked in any parking zone longer than the parking time allowed in that zone. A violation occurs in the event a vehicle is parked in a zone for an accumulated period of time greater than that allowed in that zone. If, after receiving an over limit citation, a vehicle continues to remain within any zone for a second or subsequent over limit period, each over limit period shall constitute a separate offense, subject to a separate citation.

B. In addition, any vehicle receiving an over-time-limit citation in any zone, whether a 72-hour zone, a two-hour zone, a 15-minute zone, or a loading zone, which remains parked at the same location within the zone an additional 24 hours from the time the first over-time-limit citation is issued may be impounded and towed at the owner's expense.

C. It is no defense that the vehicle had been moved from one (1) parking space to another within a parking zone having the same time limitation, or that the vehicle had been moved out of the zone for less than one hour before being reparked.

**Section 13.** Section 10.35.070 of the Winlock Municipal Code is hereby affirmed in its entirety.

**Section 14.** Section 10.35.080 of the Winlock Municipal Code is amended to state:

**10.35.080 Penalties.**

Unless another penalty is expressly provided by law, the following shall constitute the civil assessments for parking violations within the city not otherwise prescribed in this chapter:

A. Overtime parking exceeding the established time limits for a designated parking zone/space: \$50.00 for the first offense in a 24-hour period and \$75.00 for the second and/or each subsequent offense within the same 24-hour period.

B. Overtime parking exceeding 72-hour established time limits for a designated 72-hour parking zone: \$100.00 for the first offense and \$150.00 for the second and/or each subsequent offense for which the vehicle remains parked an additional 24-hours.

C. Parking in a No Parking Zone, Temporary No Parking/Tow-Away Zone, or a No Parking Overnight Zone: \$100.00 for a first offense and \$150.00 for a second and/or each subsequent offense which occurs within twelve (12) months of the prior offense.

D. Parking in a fire lane or police parking only zone, or other first responder only parking zone: \$145.00 for a first offense and \$250 for a second and/or each subsequent offense. Each day or part of a day during which the unlawful act or violation occurs shall constitute a separate offense.

E. Handicapped parking violations shall be penalized as established by state statute (RCW 46.19.050), as existing now or hereafter amended, said statutes being incorporated herein by reference.

F. Failure to Respond. The monetary penalty for failure to respond to a parking infraction within 72 hours of issuance of the same shall be \$40.00 for each parking infraction regardless of the time period in which the offense(s) occurred and regardless of the violation, excepting the penalties pertaining to handicapped parking violations shall be assessed according to state statute.

G. All other violations of this chapter not provided for herein: \$100.00 for a first offense and \$150.00 for a second and/or each subsequent offense.

**Section 15.** **Repealer.** All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

**Section 16.** **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.

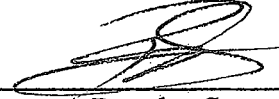
**Section 17.** **Effective Date.** This ordinance shall take effect five (5) days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

**Section 18.** **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



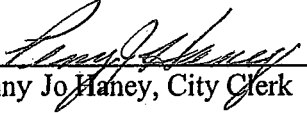
limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

**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:



Penny Jo Haney, City Clerk

Approved as to form:



Marissa Y. Jay, WSBA # 55593  
City Attorney

Approved Reading:

4/22 12024

Publication Date:

4/25 12024

Effective Date:

4/30 12024

**CITY OF WINLOCK, WASHINGTON  
ORDINANCE NO. 1163**

**AN ORDINANCE OF THE CITY COUNCIL OF CITY OF WINLOCK, WASHINGTON, ON THE SUBJECTS OF ESTABLISHING A SMALL PUBLIC WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS, AND A VENDOR ROSTER FOR GOODS AND SERVICES NOT RELATED TO PUBLIC WORKS CONTRACTS, AND REPEALING ORDINANCE NO. 607 IN ITS ENTIRETY**

**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, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, Ch. 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded by a vendor roster process;

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

**Section 1. Repealer.** Ordinance No. 607, enacted in 1986 is hereby repealed in its entirety.

**Section 2. MRSC Rosters.** The City of Winlock wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the

online database for City of Winlock's use for small public works contracts, and vendor services developed and maintained by MRSC through MRSC Rosters and authorizes the City of Winlock, Mayor to sign that contract.

**Section 3. Small Public Works Roster.** The following small works roster procedures are established for use by the City of Winlock pursuant to RCW 39.04.155:

- A. Cost.** The City of Winlock need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed the limit established for the small works roster process in RCW 39.04.155 or other authorizing agency statute, which includes the costs of labor, material, equipment, sales, or use taxes as applicable. Instead, the City of Winlock may use the Small Public Works Roster procedures for public works projects as set forth in this ordinance. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
- B. Publication.** At least once a year, MRSC shall, on behalf of the City of Winlock publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and solicit the names of contractors for the small works roster. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC and meets minimum State requirements for roster listing.
- C. Telephone, Written, or Electronic Quotations.** The City of Winlock shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). The City of Winlock may establish supplementary bidder criteria under RCW 39.04.350(2) to be considered in the process of awarding a contract.
1. A contract awarded from a small works roster will not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
  2. Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five (5) contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City of Winlock may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) up to the authorized threshold for use of the small works roster process in RCW 39.04.155 or other authorizing agency statute, the City of Winlock may choose to

solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City of Winlock has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
  - (ii) mailing a notice to these contractors; or
  - (iii) sending a notice to these contractors by facsimile or email.
3. At the time bids are solicited, the City of Winlock representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;
  4. A written record shall be made by the City of Winlock representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

**D. Limited Public Works Process.** The City of Winlock may award a contract for work, construction, alteration, repair, or improvement projects using the limited public works process if the project cost is equal to or less than the amount established in RCW 39.04.155(3). For a limited public works project, the City of Winlock will solicit electronic or written quotations from a minimum of three (3) contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the City of Winlock may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City of Winlock shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The City of Winlock shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four (24) months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

**E. Determining Lowest Responsible Bidder.** The City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected, and the City Council may call for new bids. A responsible bidder shall be a registered or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsible criteria established by the City of Winlock.

**F. Award.** All of the bids or quotations shall be collected by the Mayor or his/her designee.

1. The Mayor or his/her designee shall then present all bids or quotations and their recommendation for award of the contract to the City Council. The City Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
2. If the City Council delegates the authority to award bids to an executive officer of the City of Winlock for public works projects costing less than or equal to \$100,000.00 the executive officer shall have the authority to award public works contracts without City Council approval, provided that the City Council shall ratify the executive officer's approval at the next scheduled City Council meeting by means of the consent agenda. For public works projects costing more than \$100,000.00, the City Council shall award all public works contracts.

**Section 4. Vendor List Roster.** The following vendor list roster procedures are established for use by the City of Winlock pursuant to RCW 39.04.190:

**A. Purchase of materials, supplies, or equipment not connected to a public works project.**

The City of Winlock is not required to use formal sealed bidding procedures to purchase materials, supplies, or equipment not connected to a public works project where the cost will not exceed the statutory threshold of the City of Winlock as provided in RCW 39.04.190. The City of Winlock will attempt to obtain the lowest practical price for such goods and services.

**B. Publication.** At least twice per year, MRSC shall, on behalf of the City of Winlock, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the vendor list roster and solicit the names of vendors for the vendor list roster. MRSC shall add responsible vendors to the vendor list roster at any time when a vendor completes the online application provided by MRSC and meets minimum State requirements for roster listing.

**C. Telephone, Written, or Electronic Quotations.** The City of Winlock shall use the following process to obtain telephone or written quotations from vendors for the purchase of materials, supplies, or equipment not connected to a public works project:

1. A written description shall be drafted of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase;
2. The executive officer or their designee, shall make a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or written quotations from the vendors for the required materials, supplies, or equipment;
3. The executive officer or their designee, shall not share telephone or written quotations received from one vendor with other vendors soliciting for the bid to provide the materials, supplies, or equipment;
4. A written record shall be made by the executive officer or their designee, of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor;

**D. Determining the Lowest Responsible Bidder.** The City of Winlock shall purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that whenever there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected, and the City of Winlock may call for new bids.

**E. Award.** All of the bids or quotations shall be collected by the executive officer or their designee. The executive officer, or their designee, shall create a written record of all bids or quotations received, which shall be made open to public inspection or telephone inquiry after the award of the contract. Any contract awarded under this subsection need not be advertised.

1. The executive officer, or their designee, shall then present all bids or quotations and their recommendation for award of the contract to the City Council and shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
2. If the City Council delegates the authority to award bids to an executive officer of the City of Winlock for materials, supplies, or equipment costing less than or equal to the statutory threshold of the agency as provided in RCW 39.04.190, the executive officer shall have the authority to award public works contracts without City Council approval, provided that the City Council shall ratify the executive officer's approval at the next scheduled City Council meeting by means of the consent agenda. For materials, supplies or equipment costing more than the statutory threshold of the City of Winlock as provided in RCW 39.04.190, the City Council shall award all vendor contracts.

**F. Posting.** A list of all contracts awarded under these procedures shall be posted at City of Winlock main administrative offices once every two (2) months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased, and the date it was awarded.

**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 13th day of May, 2024.

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Brandon Svenson, Mayor

Attest:

Approved as to form:

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Penny Jo Haney, City Clerk

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Marissa Y. Jay, WSBA # 55593  
City Attorney

Approved Reading: \_\_\_\_\_ /2024  
Publication Date: \_\_\_\_\_ /2024  
Effective Date: \_\_\_\_\_ /2024

**Draft**

ORDINANCE NO. 607

First Reading  
7-8-85  
Second Reading  
7-22-85  
Posted  
7-23-85

AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON,  
PROVIDING FOR THE ESTABLISHMENT OF A SMALL WORKS  
ROSTER FOR PUBLIC WORK OR IMPROVEMENT CONTRACTS  
OF \$100,000.00 OR LESS; AND ESTABLISHING THE  
EFFECTIVE DATE HEREOF.

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

Section 1.

The City of Winlock, Washington, shall establish a Small Works Roster for public work or improvement contracts of One Hundred Thousand and no/100ths Dollars (\$100,000.00) or less.

Section 2.

The Small Works Roster to be established shall be comprised of all contractors who have requested to be on the roster and are, where required by law, properly licensed or registered to perform such work in the State of Washington as may be proposed by the City.

Section 3.

Contractors requesting to be on the Small Works Roster shall submit an application therefor on a form provided by the City Clerk-Treasurer and shall, in addition to completion of said application form, show proof of ability to provide insurance naming the City as additional insured prior to performance of any contract, a performance bond prior to performance of any contract, a list of references of similar projects performed by contractor in the two (2) years previous to requesting placement on the Small Works Roster, proof of appropriate contractor license, and a statement that contractor has no previous record of default in the performance of or failed to complete a written public contract, or has not been convicted of a crime arising from a previous public contract.



Section 4.

Whenever work shall be done by contract by the City of Winlock, the estimated cost of which is One Hundred Thousand and no/100ths Dollars (\$100,000.00) or less, and the City uses the Small Works Roster, the City shall invite proposals from all appropriate contractors on the Small Works Roster, provided, that whenever possible, the City shall invite at least one (1) proposal from a minority or woman contractor who shall otherwise qualify under this Ordinance. Such invitation shall include an estimate of the scope and nature of the work to be performed, and materials and equipment to be furnished. When awarding such a contract for public work or improvement, the estimated cost of which is One Hundred Thousand and no/100ths Dollars (\$100,000.00) or less, the City shall award the contract to the contractor submitting the lowest responsible bid.

Section 5.

The effective date of this Ordinance shall be the 1st day of August, 1985.

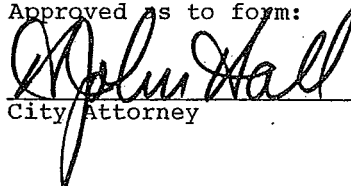
PASSED by the City Council of the City of Winlock, Washington, and APPROVED by its Mayor, at a regularly scheduled open public meeting thereof this 22nd day of July, 1985.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk-Treasurer

Approved as to form:

  
\_\_\_\_\_  
City Attorney



# Buzzard O'Rourke

a t t o r n e y s a t l a w

*Serving our community since 1978*

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May 8, 2024

City of Winlock  
PO Box 777  
Winlock, WA 98596

**RE: *Conflicting Ordinances | Ch. 2.65 Board of Adjustment, Ch. 2.70 Planning Commission, Ch. 18.25 Hearing Examiner, & Winlock Development Code***

Dear Members of City Council, Mayor, and Staff,

The City's Municipal Code and Development Code include conflicting provisions. The following is an outline of those issues:

***I. Ch. 2.65 WMC Board of Adjustment (Ord. 907)***

In 2006 the City created a Board of Adjustment which is codified in Ch. 2.65 WMC. I do not know if the City ever used a Board of Adjustment. A board of adjustment has the duties set forth in RCW 35A.63.110. In the alternative, the City can create a Hearing Examiner, which it did in 2008. The City's Development Code provides for the use of a Hearing Examiner.

***II. Subdivisions/plats – Chapters 2.70 and, 18.25, and Winlock Development Code***

WMC 2.70.070, WMC 18.25.090, and WDC 3.210.020 authorize three different administrative processes for subdivisions.

1. WMC 2.70.070 authorizes the Planning commission to review and make a recommendation to the City Council. Authorized by RCW 58.17.100.
2. WMC 18.25.090 authorizes the Hearing Examiner to review and make a recommendation to the City Council. Authorized by RCW 58.17.330.
3. WDC 3.210.020 authorizes the Hearing Examiner to make the final decision on a preliminary plat or subdivision, and the City Planning Director to make the final decision on the Final Plat or subdivision. Authorized by RCW 58.17.330.

The City has been operating under the third option pursuant to its Development Code. As the City has struggled to maintain its planning commission in the past, it is more realistic to use a hearing examiner. Whether or not the City Council wants the final say on plats is within the Council's discretion.

Sincerely,

MARISSA Y. JAY, JD