

Agenda
Board of Wahkiakum County Commissioners
Regular Meeting
January 13, 2026
9:30 a.m.

Zoom - Meeting ID: **880 972 233** and Passcode: **Aux4SY**
<https://us02web.zoom.us/j/880972233?pwd=Zk93bUUwWGJEVnV5WXk3YIM4RDIFZz09>
Audio only via phone: 1-253-215-8782 / Meeting ID: **880 972 233** and Passcode: **721021**

8:00 a.m. Council of Governments – Wahkiakum Regional Information Forum Work Session

Next Resolution No. 06-26

9:30 a.m. **Call to Order & Flag Salute**
9:32 a.m. **Approval of Regular Meeting Agenda**

9:33 a.m. **Consent Agenda**

All matters listed within the Consent Agenda have been distributed to each member of the Board of Wahkiakum County Commissioners for reading and study, are considered routine, and will be enacted by one motion of the Board with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- A. Regular Meeting Minutes of January 6, 2026
- B. Resolution No. 06-26 a resolution authorizing the expenditure of funds from the Emergency Medical Services Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$1,747.72
- C. Resolution No. 07-26 a resolution authorizing the expenditure of funds from the County Properties Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$1,943.98
- D. Resolution No. 08-26 a resolution authorizing the expenditure of funds from the Contingent Liabilities Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$12,524.04
- E. Resolution No. 09-26 a resolution authorizing the expenditure of funds from the Electronic Communications Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$660.00
- F. Voucher Approval - \$868,123.01
- G. Voucher Approval / Transfer Batch - \$11,576.44
- H. Voucher Approval / Transfer Batch - \$11,576.44
- I. Voucher Approval / Transfer Batch - \$96,373.80
- J. Voucher Approval / Transfer Batch - \$96,373.80

9:35 a.m. **Public Comment**

(Per RCW 42.30.240, public comments on agenda topics, county programs and topics of concern are welcome during this portion of the meeting. Comments may be made in person or remotely via the Zoom platform. Please limit comments to three minutes per person.)

Review Commissioners' Calendars

9:40 a.m. **New Business**

9:40 a.m. **Sheriff's Office ~ Beau Renfro, Emergency Technology Coordinator**

- 1. Service Level and Maintenance Agreement with Communications Northwest for the maintenance of radio sites

- 9:45 a.m. **Public Works ~ Chuck Beyer, Director**
1. Call for quotes for rock products and for asphalt products
 2. Ductless heat pump replacement for the Public Works office
 3. Resolution adjusting rates for the disposal of solid waste at the KM Transfer Station
 4. Resolution to adopt the Capital Improvement Plan Project List for 2026-2027

- 9:50 a.m. **Workforce Southwest Washington**
Presentation: Workforce as Economic Infrastructure: What it Means for Wahkiakum County

RECESS

- 10:00 a.m. **Public Hearing ~ Ordinance for the adoption of an Interlocal Agreement with Pacific County and the Columbia Land Trust for the creation of a Public Development Authority to create the Upper Grays River Community Forest**

RECONVENE

- 10:10 a.m. **Commissioners**
1. Ordinance No. 173-26 an ordinance authorizing the creation of the Upper Grays River Community Forest, a Public Development Authority
 2. Board / Committee / Liaison Assignments for 2026

- 10:30 a.m. **Commissioner Reports**

Adjournment

*Complete copies of the current Board of Commissioners meeting agenda packet can be viewed at the Board of Commissioners' office.
Partial agenda packets are posted on the county's website at <https://www.co.wahkiakum.wa.us/AgendaCenter>*

*This meeting is accessible to persons with disabilities.
Please call 360-795-8048 if you require special accommodations to participate in this meeting.*



Wahkiakum Board of County Commissioners

District No. 1 Commissioner: Lee Tischer

District No. 2 Commissioner: Daniel L. Cothren

District No. 3 Commissioner: Vacant

MINUTES

Board of Wahkiakum County Commissioners

Regular Meeting

January 6, 2026

Acting Chair Dan Cothren called the regular meeting of the Board of Wahkiakum County Commissioners to order on January 6, 2026, at 9:30 a.m. in the third-floor public meeting room of the Wahkiakum County Courthouse located at 64 Main Street in Cathlamet, Washington.

Present: Acting Chair Dan Cothren, Commissioner Lee Tischer, Clerk of the Board Beth Johnson. Undersheriff Gary Howell, DEM Coordinator Austin Smith, Emergency Technology Coordinator Beau Renfro, Treasurer Tammy Peterson, Deputy Treasurer Marissa Longtain, Assessor Drew Jenkins, Public Works Director Chuck Beyer, Auditor Nicci Bergseng, HHS Community Services Manager Julie Johnston, HHS Director Chris Bischoff, Healthy Communities Specialist Diana Zimmerman, Healthy Communities Specialist Minette Smith.

Flag Salute

Commissioner Cothren led the flag salute.

Regular Meeting Agenda

It was **M/S/A** by Commissioners Tischer and Cothren approving the regular meeting agenda for January 6, 2026. Vote: Aye – Tischer and Cothren. Unanimously approved.

Consent Agenda

It was **M/S/A** by Commissioners Tischer and Cothren approving the consent agenda for January 6, 2026. Vote: Aye – Tischer and Cothren. Unanimously approved. The consent agenda contained the following items:

- A. Regular Meeting Minutes of December 23, 2025
- B. Resolution No. 01-26 an amended resolution authorizing the expenditure of \$2,320.09 from the Contingent Liabilities Cumulative Reserve Fund for payment of accumulated annual leave to Justin Moriarty and for payment of county share of FICA/Medicare
- C. Resolution No. 02-26 a resolution authorizing the expenditure of funds from the Emergency Medical Services Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$20,000.00
- D. Resolution No. 03-26 a resolution authorizing the expenditure of funds from the County Properties Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$1,722.43

- E. Resolution No. 04-26 a resolution authorizing the expenditure of funds from the Electronic Communications Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$56,642.40
- F. Voucher Approval - \$ 1,090,466.30
- G. Holiday Closure: Martin Luther King Jr. Day – Monday, January 19, 2026

Public Comment

Brian McClain, Fair Board member, commented on the upcoming Fair Fundraiser, the Crab & Oyster Feed.

Dan Turner, Cathlamet Library, commented on the library's membership and patronage statistics; the library membership has increased by over 800 members and physical patronage has seen a large increase. He further commented on the future goals and visions of the library.

Question to Dan – Shirley questioned if the library is involved in emergency management. Dan – the library may serve as a secondary back-up emergency location. The library received \$60,000 from the state to improve internet and phone service.

Austin Smith, DEM Coordinator, commented that Sheriff Mason was not able to be in attendance, but that he was contacted by Senator Wilson about a last minute grant opportunity to replace the battery backup system.

A west end resident spoke in appreciation of EMS and other first responders regarding a recent EMS event.

Auditor

Service Contract with Evergreen Septic Pumping, LLC for Services at Johnson Park

It was **M/S/A** by Commissioners Tischer and Cothren to approve of the Board signature on the new service contract with Evergreen Septic Pumping, on behalf of Johnson Park. Vote: Aye – Tischer and Cothren. Unanimously approved.

IT Committee

Bid Acceptance for the Microsoft 365 Migration Project

It was **M/S/A** by Commissioners Tischer and Cothren to approve accepting the bid as presented by MorePower Technology Group in the amount of \$35,967.47, including tax, to be paid out of the Electronic Communications Cumulative Reserve Fund and to authorize Beau Renfro to begin the contract negotiation process. Vote: Aye – Tischer and Cothren. Unanimously approved.

Public Works

Review of the Capital Improvement Plan Project List

Chuck Beyer, Public Works Director, presented a draft capital improvement project list to the board for their review. Treasurer Tammy Peterson requested language that would allow the fund to be used for ongoing maintenance and improvements. No action taken at this time.

Health & Human Services

Contract with the Area Agency on Aging and Disabilities of Southwest Washington

This is a new grant to expand services, including the expansion of the Living Well event. Workshops and presentations focused on the needs of this population, expand fitness programs. It was **M/S/A** by Commissioners Tischer and Cothren to authorize Chris Bischoff, Director of Health and Human Services, to sign contract 2025-052-00 between the Area Agency on Aging and Disabilities of Southwest Washington and Wahkiakum County Health and Human Services for a budgeted amount of \$80,000. Vote: Aye – Tischer and Cothren. Unanimously approved.

Board of Health

Julie Johnston, Community Services Manager, introduced Diana Zimmerman and Minette Smith who discussed the Youth Mentoring Program. The program is for youth, ages 6 to 18. January is national mentoring month. There are currently 12 youth and 9 mentors, and they are actively recruiting for more.

Commissioner Reports

The Board reviewed their work over the past week. The Noxious Weed Control Board has at least one applicant for the manager position. The Board thanked Andy Lea for his service to the program over the years. Other topics included the Conservation District Meeting, the status of the timber markets and the interest in the vacancy county commissioner position.

Public Hearing

Rate Adjustments for the KM Solid Waste Transfer Site

Commissioner Cothren recessed the regular meeting at 10:02 a.m. to proceed into a public hearing and he then called for public comment.

Brian McClain, Skamokawa, questioned if the cost increase was because of increases from Peninsula Sanitation. Chuck Beyer, Public Works Director, commented that the program is operating in the red and that funds must be pulled from other budgets to keep applying to the solid waste expenses and that these rate increases will not solve the problem and that state funding is only for recycling, not for solid waster expenses.

Megan Blackburn Friend, Cathlamet, questioned when the last rate increase occurred. Beyer commented that it was approximately in the timeframe of 2005 to 2007.

Kay Walters, Skamokawa, commented on illegal dumping.

Cindy Langston questioned if the site will be open for an additional day. Beyer advised the schedule will be the same, at just two days.

Blair Brady commented that trail cameras might help prevent dumping in some locations.

With no further public comments, the regular meeting was reconvened at 10:09 a.m.

Executive Session
RCW 42.30.110(1)(h)
To evaluate Qualifications of Candidates for Appointment to Elective Office
For vacancy in County Commissioner, District No. 3

Commissioner Cothren announced that the Board will recess from the regular meeting at 10:10 a.m. for an executive session to evaluate the qualifications of candidates for appointment to elective office, per RCW 42.30.110(1)(h), to reconvene at 10:20 a.m.

Present: Acting Chair Dan Cothren, Commissioner Lee Tischer.

Reconvene

Commissioner Dan Cothren reconvened the regular meeting at 10:21 a.m.

Commissioners

Resolution Appointing a Successor to Wahkiakum County Commissioner Gene Strong

The Board discussed the difficulty of the decision and encouraged all candidates to file to run for the position in May.

It was **M/S/A** by Commissioners Tischer and Cothren to adopt Resolution No. 05-26 a resolution appointing Mark Letham as successor to Wahkiakum County Commissioner Gene Strong. Vote: Aye – Tischer and Cothren. Unanimously approved.

Assign Chair and Vice Chair for 2026

Via consensus, Commissioner Cothren will serve as Chair and Commissioner Tischer will serve as Vice Chair for 2026

Review Board/Committee/Liaison Assignments for 2026

The Board will review their assignments at the next meeting.

Adjournment

With no further business to come before the board, the meeting was adjourned at 10:30 a.m.

Attest: _____
Elizabeth Johnson
Clerk of the Board

Approved: _____
Daniel L. Cothren
Chair of the Board

WAHKIAKUM COUNTY VOUCHER APPROVAL

<u>FUND</u>	<u>FUND NAME</u>	<u>AMOUNT</u>	<u>FUND #</u>	<u>FUND NAME</u>	<u>AMOUNT</u>
001	CURRENT EXPENSE	\$7,297.51	119	CR CRIMINAL JUSTICE	
100	PUBLIC HEALTH	\$6,419.66	120	CRIME VICTIM/WITNESS	
101	CHEM DEPENDANCY		121	BOAT SAFETY	
102	VETERAN RELIEF		122	DEV DISABILITIES	
103	FLOOD CONTROL		123	BEHAVIORAL HEALTH	\$158.53
			124	ARPA/LATCF/OPIOD	\$102.42
104	MENTAL HEALTH		126	CR ELECTRONIC COMM	\$660.00
105	ELECTION RESERVE		127	RADIO COMM	
106	FAIR		132	RURAL CO PUB FACILTY	
107	COUNTY ROAD	\$997.17	133	AFFORD HOUSING	
108	E- 911	\$46.50	134	HOMELESS HOUSING	
109	TOURISM		135	TRIAL COURT IMPROV.	
110	UNEMPLOYMENT		136	MUNICIPAL POOL	
111	SAND PIT		150	AUDITOR O&M	
112	CR EMERGENCY EXP		160	TRANSIT	\$311.00
113	CR PUBLIC WORKS		170	TREASURER O&M	
114	CR EMERGENCY MED	\$1,747.72	171	REET ELECTRONIC TECH	
115	CR CO PROPERTIES	\$1,943.98	195	FORFEITED PROP & SEIZURE	
116	CR CONT LIABILITIES	\$12,524.04	198	DRUG BUY	
117	CR INTER LOCAL		301	CAPITAL IMPRVMT FUND	
	Payroll DD #19996-20102	379,835.70	402	JOHNSON PARK	\$656.10
	Payroll #40505-40521 December	47,675.61	403	SOLID WASTE FUND	\$2,267.13
	Payroll #303449-303471 A/P	400,136.80	501	E.R. & R	5,343.14
	SUB-TOTAL	<u>\$858,624.69</u>		SUB-TOTAL	<u>\$9,498.32</u>

WARRANT #'S _____

TOTAL WARRANTS 868,123.01

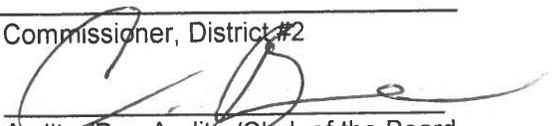
ATTESTED:

DATE: DATE: 12/31/25 BATCH 2

Commissioner, District # 1

Commissioner, District #2

Commissioner, District # 3



Auditor/Dep Auditor/Clerk of the Board

WAHAKIACUM COUNTY
VOUCHER APPROVAL
INTERFUND PAYMENTS FOR SERVICES
TRANSFER BATCH

<u>FUND #</u> <u>FUND NAME</u>	<u>WARRANT #</u>	<u>AMOUNT</u>
FROM Server Maint. Q3 2025	<u>AMOUNT TRANSFERRED IN</u>	
001 CURRENT EXPENSE		8,150.79
100 PUBLIC HEALTH		1,141.88
105 ELECTION RESERVE		-
107 COUNTY ROAD		543.75
108 E-911		1,087.50
122 DEVELOPMENTAL DISABILITIES		163.13
123 CHEMICAL DEPENDENCY		163.13
123 MENTAL HEALTH		163.13
150 AUDITOR O&M RECORDING		
160 TRANSIT		163.13
TO		
126 ELECTRONIC COMMUNICATIONS	11,576.44	
	\$ 11,576.44	11,576.44

We, the undersigned Commissioners of District 1, 2, and 3 of Wahkiakum County, in Washington State, do hereby certify that the merchandise and/or services herein after specified have been received and vouchers amount to: \$11,576.44

ate 1/13/26 for 12/31/25 GL Da

ATTESTED:

Commissioner, District # 1

Commissioner, District # 2

Commissioner, District # 3



Auditor/Dep Auditor/Clerk of the Board

WAHKIAKUM COUNTY
VOUCHER APPROVAL
INTERFUND PAYMENTS FOR SERVICES
TRANSFER BATCH

<u>FUND #</u> <u>FUND NAME</u>	<u>WARRANT #</u>	<u>AMOUNT</u>
FROM Server Maint. Q4 2025	<u>AMOUNT TRANSFERRED IN</u>	
001 CURRENT EXPENSE		8,150.79
100 PUBLIC HEALTH		1,141.88
105 ELECTION RESERVE		-
107 COUNTY ROAD		543.75
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ATTESTED:

Commissioner, District # 1

Commissioner, District # 2

Commissioner, District # 3

A. Berney

Auditor/Dep Auditor/Clerk of the Board

WAHAKIACUM COUNTY
VOUCHER APPROVAL
INTERFUND PAYMENTS FOR SERVICES
TRANSFER BATCH

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FROM	Computer/Server Maint. Q3 2025	AMOUNT TRANSFERRED IN	
001	CURRENT EXPENSE		64,249.20
100	PUBLIC HEALTH		8,031.15
105	ELECTION RESERVE		535.41
107	COUNTY ROAD		5,354.10
108	E-911		6,424.92
122	DEVELOPMENTAL DISABILITIES		535.41
123	CHEMICAL DEPENDENCY		3,212.46
123	MENTAL HEALTH		6,960.33
150	AUDITOR O&M RECORDING		
160	TRANSIT		1,070.82
TO			
126	ELECTRONIC COMMUNICATIONS	96,373.80	
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ATTESTED:

Commissioner, District # 1

Commissioner, District # 2

Commissioner, District # 3



Auditor/Dep Auditor/Clerk of the Board

WAHAKIACUM COUNTY
VOUCHER APPROVAL
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TRANSFER BATCH

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ATTESTED:

Commissioner, District # 1

Commissioner, District # 2



Commissioner, District # 3

Auditor/Dep Auditor/Clerk of the Board

Cover Page

BOARD OF WAHIAKUM COUNTY COMMISSIONERS

Meeting Date: 01/13/2026

Presenter: Beau Renfro

Subject	Approval of the Service Level and Maintenance Agreement with Communications Northwest.
Background Information	I have been working with Communications NW since the system was installed and began operation in 2025 to put together this Maintenance agreement for all 5 radio sites. This includes all the new radio infrastructure, networking between all sites, and parts of the Radio Dispatch stations in the Sheriffs office.
Recommendation	Approve the Service Level and Maintenance Agreement between Wahkiakum County and Communications Northwest.
Alternatives	
Financial Impact	The yearly agreement amount is \$20,000.
Funds Available	Fund 127 the Radio Communications Fund
Action (Motion)	Approve the Service Level and Maintenance Agreement as presented by Communications Northwest and pay it out of Fund 127 the Radio Communications Fund.

2026

Wahkiakum County Sheriff's Office

Service Level and Maintenance Agreement



**COMMUNICATIONS
NORTHWEST**

SYSTEM MAINTENANCE AGREEMENT

THIS SYSTEM MAINTENANCE AGREEMENT (hereinafter "Agreement") is entered into this 1st day of January 2026 by and between **SAR Enterprises, Inc. dba Communications Northwest**, located at 9510 SE Main St., Milwaukie, OR 97222 (hereinafter, "Seller"), and **Wahkiakum County**, located at 64 Main Street in Cathlamet, WA 98612 (hereinafter, "Customer").

1. SCOPE OF AGREEMENT

During the term of this Agreement (hereinafter "Term"), Seller agrees to provide Customer with repair and maintenance services as set forth in Section 2 of this Agreement, to maintain the Customer's radio system equipment provided by Seller to Customer and listed in Addendum II to this Agreement.

2. CONDITIONS OF SERVICE

Seller shall supply all supervision, labor, service facilities, test equipment, and supplies necessary to meet the service requirements stated in this Agreement.

This agreement outlines the following services to customer:

- 2.1 The services outlined in this agreement is for customer radio equipment located at various sites and are listed in Addendum II
- 2.2 Seller to provide annual services to customer-owned systems and equipment. This service is referenced as Preventive Maintenance. This service will be conducted and scheduled with the customer.
- 2.3 Seller proposes to respond timely to reports of equipment trouble, malfunctions, or disruptions to the operations of customer equipment.
- 2.4 This agreement does not provide any form of warranty coverage on equipment require the Seller to provide spare parts to Customer. Customer has the option to have spare parts on hand that Seller can install as needed to correct issues or restore operations.
- 2.5 If customer desires warranty coverage, that arrangement will be with the equipment manufacturer directly.
- 2.6 **Service Facilities**

Seller shall have a full-service maintenance facility available and staffed with factory-trained service technicians. The location and staffing level shall be enough to meet the service requirements stated in this Agreement.

2.7 Right to Subcontract

Seller may subcontract service work to authorized service centers that meet the minimum requirements of a service center set forth in the Seller Authorized Service Center Agreement. Should any subcontractor fail to perform, or their work otherwise proves unsatisfactory, Seller will arrange for continuing maintenance of the equipment by qualified technicians for the duration of this Agreement.

2.8 Fixed Equipment Maintenance

Fixed equipment is defined as site repeater stations and associated equipment, multi-site coordinator, console electronics equipment, radio control stations, and other fixed equipment, all as listed in Addendum II, Equipment List, attached hereto and incorporated herein by reference. All work on fixed equipment shall be performed at the location of the equipment whenever possible.

Emergency service shall be provided twenty-four hours per day, seven days per week. Technical personnel must respond to the emergency service request and begin troubleshooting efforts **within two (2) hours of the request and be at the location of the failed equipment within four (4) hours of the request** if the problem cannot be corrected remotely. This service is included in the monthly maintenance rate. No fixed equipment shall be out of service in excess of 24 hours after notification of equipment failure when the failure results in the inability of mobile units to communicate with each other or with a dispatch center.

2.9 Mobile Equipment Maintenance

Mobile equipment maintenance is not covered by this agreement and will be handled by normal channels as requested by the customer.

2.10 Spare Parts and Radios

- a. Seller offers to maintain an adequate stock of spare parts, and system-critical modules as a backup to Customer's system equipment. The purchase of this backup equipment will be at Customer expense.
- b. When possible and practical, Seller will support provisioning of all equipment listed in the attached addendum II for a period of three (3) years after final production. Both Seller and Customer recognize that Customer has a mix of old and new equipment. This section will most commonly apply to new equipment installed during the term of this Agreement.
- c. Third party equipment will be supported in accordance with the equipment manufacturer's provisioning policy. Seller will utilize commercially

reasonable efforts to assure third party spare parts and equipment availability to support its maintenance obligations under this Agreement. Seller shall not be liable to Customer for third party spare part and equipment obsolescence or unavailability under this Agreement beyond commercially reasonable efforts.

2.11 Working Hours

Working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding Federal holidays. Work performed outside of working hours is defined as emergency service and will be performed at demand service rates.

2.12 Demand Services

“Demand Services” shall mean service requests that are not included in this Maintenance Agreement as described in Section 2.13, Maintenance Responsibilities, of this Agreement. The installation, removal, or reinstallation of equipment not associated with repair or maintenance efforts as defined in this Agreement shall be considered Demand Service and be performed by Seller, following reasonable notice, and at the rates listed in Addendum I to this Agreement. Service work made necessary because of abuse or neglect not under the control of Seller will be performed at the hourly rate for demand service, plus the purchase of parts. Special work not otherwise covered will be performed at Seller prevailing rates.

2.13 Maintenance Responsibilities

Seller agrees to provide the following services and perform the tasks described as part of this Maintenance Agreement in accordance with the limitations and definitions of Sections 2.7 and 6.4 of this Agreement.

- a. Seller shall repair, maintain and service all equipment listed in Addendum II, Equipment List, attached hereto.
- b. Seller shall perform preventative maintenance inspections and tests as recommended by the OEM and required by applicable FCC regulations; as a minimum, these inspections and tests will be performed annually.

2.14 Service Records

The following service records shall be maintained and made available to the Customer upon request:

Monthly mobile service activity, by vehicle number, including model number, serial number, work performed, and time required to restore service.

Monthly emergency service activity including failure type, corrective action taken, and time required to restore service.

The results of preventive maintenance tests and inspections shall be provided, upon request, by the Customer within 30 days of completion.

Service records for work performed as described in Section 2.9 shall be retained for the duration of this Agreement and any subsequent renewal periods.

2.15 Software Upgrades

Seller will provide labor to install and test software upgrades, whether for corrective or enhancement purposes, if Customer subscribes to a Seller software services agreement that provides the upgraded software.

2.16 Database Reprogramming

Mobile radio or system database corrections will be provided by Seller at no cost to Customer, during the term of this agreement, if the correction is necessary because of an error or omission on Seller's part. Database changes made at Customer's request will be performed at the hourly rates listed in Addendum I to this Agreement.

2.17 General

All services provided under this Agreement are only applicable to the land mobile radio products and systems sold and provided by Seller to Customer and listed in Addendum II to this Agreement. Prior to contract signing, Seller reserves the right to request a complete serial number listing of all equipment to be covered under this agreement.

3. CUSTOMER FINANCIAL OBLIGATIONS

- 3.1** Customer shall be invoiced monthly in the amount shown in Addendum I to this Agreement. Fees for demand services, as set forth in Addendum I to this Agreement, are payable within thirty (30) days of receipt of Seller's invoice.
- 3.2** Seller may at any time hereafter revise the rates set forth in Addendum I by giving Customer written notice thereof not later than ninety (90) day prior to the expiration of a yearly period, provided that the revised rates are mutually agreed upon in writing and said revised rates shall be effective for the next yearly period, unless either party exercises its option to terminate the Agreement.
- 3.3** Any other payments under this Agreement are due within thirty (30) days of receipt of Seller's invoice. All late payments under this Agreement shall bear interest at a rate of one and one-half percent (1.5%) per month.

4. WARRANTY

4.1 Seller warrants that all services performed under this Agreement will be done in an efficient and workmanlike manner. Under no circumstances will Seller's liability to Customer exceed the amounts paid by Customer under this Agreement for the applicable service that causes the Customer's claim. IN NO EVENT SHALL SELLER BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CLIENTS, IF ANY, FOR SUCH DAMAGES.

4.2 THE WARRANTY SET FORTH IN SECTION 4.1 ABOVE IS SELLER'S SOLE WARRANTY UNDER THIS AGREEMENT AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.3 Patents, Trademarks, Information

- a. Nothing in this Agreement shall be construed as.
- (i) A warranty or representation by Seller that any advice provided under this Agreement is or will be free from infringement of patents of third parties; or
 - (ii) Conferring a right to Customer to use in advertising, publicity or otherwise any trademark or trade name of Seller; or
 - (iii) Granting to Customer by implication, estoppel, or otherwise any
 - (iv) licenses or rights under patents of Seller.

SELLER MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE ADEQUACY, ACCURACY OR UTILITY OF ANY INFORMATION OBTAINED BY CUSTOMER UNDER THIS AGREEMENT. Seller assumes no responsibilities whatsoever with respect to the use by Customer or any third party of any information obtained by Customer or third party under this Agreement with respect to any use, sale or other disposition by Customer or its clients or other transferees of any products incorporating or made by use of the information obtained under this Agreement.

4.4 General

- a. Radio systems are subject to degradation of service from natural

phenomena such as so-called "skip" interference and other causes beyond the reasonable control of Seller such as motor ignition and other electrical noise as well as interference from other users assigned by the FCC to the same or adjacent frequencies. Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such foregoing interference and noise can be minimized by the addition of corrective devices (at Customer's expense) adapted for locations and installations. Seller will investigate interference complaints (at the rates specified in Addendum I to this Agreement) and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed.

- b. Seller does not assume responsibility for signal strength unless the deficiency is the result of substandard equipment maintenance.
- c. If, due to the action of regulatory authorities, changes to the equipment become necessary, such changes will be performed by Seller upon request at the expense of Customer.

5. TERM AND TERMINATION

- 5.1 The services under this Agreement will be provided by Seller to Customer for an initial one-year period and thereafter on an annual basis. The entirety of this agreement shall be 5 years. The initial term and then four (4) annual renewal terms. Renewal shall be automatic unless either party exercises termination provisions as outline in Section 3.2. Starting with the first renewal term (year 2 of the agreement) the annual rate shall increase by 2.5 percent for each annual renewal term.

The effective date of this Agreement is January 1, 2026.

The services shall be automatically extended at the end of the initial year for an additional year and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least sixty (60) days prior to the end of the yearly period then in effect that the services shall not be extended.

- 5.2 If Customer fails to make any overdue payments due to Seller under this Agreement within fifteen (15) days after receipt of written notice from Seller, Seller may at its option immediately thereafter terminate this Agreement.

In the event of any other default under this Agreement, either Customer or Seller shall give the other party written notice describing the default and a thirty (30) day period to correct the default. This Agreement may then be immediately canceled if the default is not corrected prior to the end of the thirty (30) day period.

6. LIMITATION OF LIABILITY

- 6.1 The total liability of seller, including its subcontractors or suppliers, on any and all claims, whether in contract, warranty, tort (including negligence or patent infringement) or otherwise, arising out of, connected with, or resulting from the performance or non-performance of any agreement resulting here from or from the manufacture, sale, delivery, resale, repair, replacement or use of any equipment or the furnishing of any service, shall not exceed the price allocable to the equipment or service which gives rise to the claim. Except as to title any such liability shall terminate upon the expiration of the applicable warranty period specified in the article entitled "warranty."
- 6.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYERS CUSTOMERS FOR SUCH DAMAGES. IF BUYER TRANSFERS TITLE TO, OR LEASES THE EQUIPMENT SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, BUYER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING SELLER AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.
- 6.3 Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Contract, or from the manufacture, sale, delivery, installation, technical direction or installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within one (1) year after the cause of action occurred or it shall be deemed waived or barred.
- 6.4 Seller shall not be liable for costs incurred for repair and/or replacement of equipment that fails or becomes inoperative due to negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals and/or acts of God, acts of terrorism or work performed by third parties not authorized by Communications Northwest. to perform work on specified equipment.

Seller shall not be liable for costs incurred correcting, replacing, or repairing equipment damaged by third party personnel or through

incompatibility with systems or equipment not provided by or through Seller or Communications Northwest. Seller shall not be liable for costs incurred correcting or replacing information or software damaged through data corruption caused by equipment, systems, or software installed by third parties or by Customer without prior consultation and clearance by Seller or Communications Northwest.

6.5 The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract and any other agreement.

6.6 The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Contract.

7. GENERAL PROVISIONS

7.1 All notices under this Agreement shall be in writing and shall be deemed to have been duly given upon being delivered personally or upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or any subsequent representative for which notice was provided pursuant to this section.

7.2 This Agreement shall be interpreted and the legal relations between the parties determined in accordance with the laws of the State of Washington. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of enforceability of any other provisions thereof.

7.3 Seller shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, acts of terrorism, fires, severe weather, floods, strikes, blackouts, embargoes or work performed on specified equipment by third parties not authorized by Communications Northwest to perform such work. In the event such delays or failures interrupt Seller's services to Customer, Seller shall promptly notify Customer of the circumstances and the anticipated delay.

7.4 This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and this Agreement supersedes and replaces all prior Agreements and understandings, either oral or written, regarding the subject hereof.

7.5 This Agreement cannot be amended, modified or any provisions waived orally. All amendments and modifications must be in writing and signed by both parties. All waivers must be provided in writing by the party waiving their rights under this Agreement.

7.6 This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Seller may: (i) assign all of its rights, obligations, and liabilities under this Agreement to any subsidiary; or (ii) assign its rights to monies due or payable under this Agreement. Seller shall provide Customer with written notice of any such assignment. Seller's assignment of monies due or payable under the Agreement will not relieve Seller of any obligations or responsibilities to Customer hereunder.

IN WITNESS WHEREOF, intending to be legally bound, Seller and Customer have executed this Agreement as of the dates set forth below.

Communications Northwest

CUSTOMER

By: _____

By: _____

Name: _____

Name: Dan Cothren

Title: _____

Title: Commissioner

Date: _____

Date: 01/13/2026

Mailing address for all correspondence:

Communications Northwest
9510 SE Main Street
Milwaukie, OR 97222

Wahkiakum County
64 Main Street
Cathlamet, WA 98612

ADDENDUM I

SYSTEM MAINTENANCE RATES

A. MONTHLY RATES

Monthly Charges:	\$
Quarterly Charges	\$
Annual Charges	\$ 20,000.00 plus tax

The current NASPO contract, # 00318, was used to determine charges where practical; not all of the customer equipment falls under NASPO service guidelines.

- Fee included 1 normal business hour of support per month.

B. DEMAND SERVICE RATES

Hourly Rate (normal business hours):	\$ 175.00 per HR/Per Tech
Hourly Rate (overtime and holidays):	\$ 285.00 per HR/Per Tech
Mobile/Portable Radio Reprogramming:	\$ 40.00 per unit

C. DATABASE CORRECTION RATES

Hourly Rate:	\$ 190.00 _____
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ADDENDUM II – Fixed Equipment

As outlined in Section 2.8, Fixed equipment is defined as those site repeater stations and associated equipment, multi-site coordinators, console electronics equipment, radio control stations, and other fixed equipment. The following items are Fixed Equipment currently in use at Customer's radio sites.

Seller agrees to provide service to the following items related to customer's radio system.

Repeater Site – Cathlamet Grade School

- Tait TB 9400 Repeaters – 5 each
 - Serial numbers
 - 18415856
 - 18415857
 - 18415853
 - 18415946
 - 18415855
- Newmar Power System
 - DC Distribution Panel
 - Power Function Manager
 - 12-volt battery stack
- EMR Combiners and receive multicoupler
 - 240917065
 - 240917060
- Antenna System – On 80-foot Monopole
 - White-1 MW is Vertical to Wickiup 10.79.57.102
 - White-2 MW is Horizontal to Wickiup 10.79.57.101
 - Red-1 LMR-600 is the ¼-Wave Double Bay Di-Pole 85'
 - Red-2 LMR-600 is the ½-Wave Dipole 85'
 - LMR-600 is the ¼-Wave Double Bay Di-Pole 60'
 - Blue LMR-600 is the Yagi
- Secure Sync – Serial Number 8581
- All related cables, fittings, and connections

Repeater Site – Clatskanie Mountain

- Tait TB 9400 Repeaters – 5 each
 - Serial numbers
 - 18415872
 - 18416065
 - 18415980
 - 18416206
 - 18416066
- Newmar Power System
 - DC Distribution Panel
 - Power Function Manager
 - 12-volt battery stack
- EMR Combiners and receive multicoupler
 - 240917063
 - 240917058
- Secure Sync – Serial Number 8582
- Antenna System – On 190-foot SST Tower
 - Red-1 MW is Vertical to KM 10.79.57.82
 - Red-2 MW is Horizontal to KM 10.79.57.81
 - Red LMR-600 is the 85' Dipole
 - White LMR-600 is the 60' Dipole
- All related cables, fittings, and connections

Repeater Site - Wickiup

- Tait TB 9400 Repeaters – 5 each
 - Serial numbers
 - 18415864
 - 18416087
 - 18415970
 - 18416289
 - 18416071
- Newmar Power System
 - DC Distribution Panel
 - Power Function Manager
 - 12-volt battery stack
- EMR Combiners and receive multicoupler
 - 240917064
 - 240917059
- Secure Sync – Serial Number 8583
- Antenna System – On 100-foot SST Lattice Tower
 - Red-1 MW is Vertical to High School 10.79.57.62
 - Red-2 MW is Horizontal to High School 10.79.57.61
 - Red LMR-600 is the 100' Dipole
 - White LMR-600 is the 70' Dipole
- All related cables, fittings, and connections

Repeater Site - Radar

- Tait TB 9400 Repeaters – 5 each
 - Serial numbers
 - 18415952
 - 18415953
 - 18416052
 - 18416055
 - 18416054
- Newmar Power System
 - DC Distribution Panel
 - Power Function Manager
 - 12-volt battery stack
- EMR Combiners and receive multicoupler
 - 240917062
 - 240917057
- Secure Sync – Serial Number 8580
- Antenna System – On 100-foot SST Lattice Tower
 - Red LMR-600 is the 85' Dipole
 - White LMR-600 is the 60' Dipole
- All related cables, fittings, and connections

DISPATCH – WAHIAKUM COUNTY COURTHOUSE

- Three Avtec Dispatch Consoles
- Three Avtec Outpost Plus Gateways
- Avtec VP Gate
- Avtec I/O Panel

ADDENDUM II – Mobile Equipment

Pursuant to Section 2.9, Mobile Equipment is defined as:

Vehicle-mounted radios, personal portable radios, vehicular repeaters, portable radio chargers, and other radio equipment designed for use as the operator moves from place to place, or for charging, carrying, or otherwise supplementing or enhancing the utility of such equipment.

As of January 1, 2026, Customer does not have any mobile equipment covered by this agreement.

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: January 13, 2026

Presenter: Chuck Beyer, Public Works Director; Paul Lacy, County Engineer

Subject	2026 Call for quotes, Rock Products and Asphalt Products.
Background Information	<p>Throughout the year, Road operations require the use of various rock and asphalt products. Public Works annually prepares a Request for Quotes for the County Commissioners on these products and materials, to obtain competitive and firm prices from suppliers for the year.</p> <p>The Request for Quotes for Asphalt Products includes Commercial Grade Hot Mix Asphalt used for road maintenance and construction. It also includes EZ street bags used for small areas of asphalt repair. The amount of material that will be used in the year ahead is undetermined at this time.</p> <p>The request for Quotes for Rock Products includes a wide variety of rock materials used in various applications for road maintenance and construction.</p>
Recommendation	Pass separate motions, one authorizing the Request for Quotes for Rock Products advertisement for calendar year 2026 with quotes to be opened January 27, 2026 and one advertisement of Request for Quotes for Asphalt Products to also be opened January 27, 2026
Alternatives	None recommended
Financial Impact	The cost of the advertisement is minimal, the cost of the products when purchased is a budgeted road maintenance and construction expenditure in the Road Fund.
Funds Available	There are funds available in the Road Fund for the advertisement and for routine operational expenditures.
Action (Motion)	<ol style="list-style-type: none">1) Move to Publish Notice to Asphalt Product Suppliers.2) Move to Publish Notice to Rock Product Suppliers.

NOTICE TO ASPHALT PRODUCT SUPPLIERS

NOTICE IS HEREBY GIVEN that sealed quotes will be accepted by the Wahkiakum County Public Works Department, in the County Courthouse at **68 Main Street Suite 2, P.O. Box 97, Cathlamet, WA 98612** until the hour of 9:45 A.M. on January 27, 2026 and then publicly opened and read, for the purchase of Commercial Grade hot mix asphalt and EZ Street Bags. Quotes must be submitted on the forms provided and will be opened and read in the chambers of the Board of County Commissioners. Please mark envelopes "2026 ASPHALT QUOTE".

Asphalt shall conform to Sections 5-04, and 9-03, where applicable, of the 2026 Washington DOT Standard Specifications for Road, Bridge and Municipal Construction. Materials which are not included in the Standard Specifications must meet the specifications of the County Engineer or his designee. A variable quote tied to asphalt supply costs will be considered if cost formulas are presented.

Further information can be obtained from the office of the Public Works Director, P.O. Box 97, Cathlamet, WA 98612, (360) 795-3301.

The Board reserves the right to reject any or all quotes, and to waive any informality, and to accept the quotes deemed to be in the best interest of Wahkiakum County. The quantity of the various asphalt products which Wahkiakum County may purchase in 2026 is undetermined.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS duly entered in Regular Session on January 13, 2026.

BOARD OF COUNTY COMMISSIONERS
WAHKIAKUM COUNTY, WASHINGTON

Daniel Cothren, Chariman

Lee Tischer, Commissioner

Mark Letham, Commissioner

Attest:

Elizabeth Johnson
Clerk of the Board

Approved as to form this
6th day of January 2026

DANIEL BIGELOW
Prosecuting Attorney

Publish: January 15, 2026 and January 22, 2026

**NOTICE TO GRAVEL, ROCK AND
CRUSHED AGGREGATE SUPPLIERS**

NOTICE IS HEREBY GIVEN that sealed quotes will be received by the Wahkiakum County Public Works Department in the County Courthouse at **68 Main Street Suite 2, P.O. Box 97, Cathlamet, Washington 98612** until the hour of 9:45 A.M. on January 27, 2026. Sealed quotes will then be opened and publicly read in the chambers of the Board of County Commissioners for supplying Wahkiakum County with pit-run rock, rip-rap rock and crushed rock for bank protection, road construction and maintenance purposes during 2026. Quotes are requested at pit or quarry site and delivered to Road Department Shop #1 at 73 Elochoman Valley Road, Cathlamet, WA or Road Department Shop #2 at 14 2nd Street, Skamokawa, WA or Road Department Shop #3 at 4288 W SR4, Rosburg, WA. Quotes must be submitted on the forms provided and should be marked "2026 Rock Quote".

Those materials which are included in the specifications of the 2026 Washington State DOT Standard Specifications for Road, Bridge and Municipal Construction must meet those specifications. Materials which are not included in the Standard Specifications must meet the specification of the County Engineer or his designee.

Further information can be obtained from the office of the Public Works Director, P.O. Box 97, Cathlamet, Washington 98612, (360) 795-3301.

The Board of County Commissioners reserves the right to reject any or all quotes, and to waive informalities, and to accept the quotes deemed to be in the best interest of Wahkiakum County. The quantity of various gravel, rock and crushed aggregate products which Wahkiakum County may purchase in 2026 is undetermined.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS duly entered in Regular Session on January 13, 2026.

WAHKIAKUM COUNTY BOARD OF
COUNTY COMMISSIONERS

Daniel Cothren, Chairman

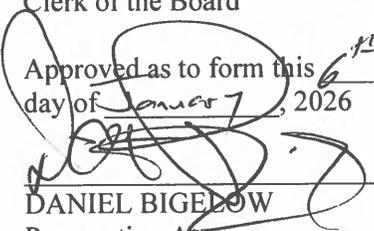
Lee Tischer, Commissioner

Mark Letham, Commissioner

ATTEST:

Elizabeth Johnson
Clerk of the Board

Approved as to form this ^{RL} _____
day of January 7, 2026



DANIEL BIGELOW
Prosecuting Attorney

Publish: January 15, 2026 and January 22, 2026

Cover Page

BOARD OF WAHIAKUM COUNTY COMMISSIONERS

Meeting Date: January 13, 2026
Presenter: Chuck Beyer, Public Works Director

Subject	Ductless Heat Pump replacement – Public Works office
Background Information	The 14 year old ductless heat pump in the Public Works office has failed. Three quotes to replace the ductless heat pump were requested: Felton Heating – Diakin Ductless HP – \$8920.45 including tax Renaud Electric-Mitsubishi Ductless HP - \$10282.43 including tax Carlson Heating – Mitsubishi Ductless HP - \$12,409.00
Recommendation	Approve Felton Heating quote for \$8920.45.
Alternatives	
Financial Impact	\$8,920.45
Funds Available	Listed on current Capital Improvement Plan
Action (Motion)	Motion to accept Felton Heating and Cooling quote of replacing the heat pump in the public works office in the amount of \$8,920.45 to be paid out of the Capital Improvement Plan.



**Feltons' Heating
& Cooling, Inc.**

531 14th Ave.
P.O. Box 717
Longview, Wa. 98632
Phone: 360-577-5871
Fax: 360-423-5127
OR CCB#147590
WA Lic.#FELTOHC995JD

Proposal

Date: 1/2/2026

Quotation Valid Until: 2/1/2026
Prepared By: Brian Felton

Customer Info:
Wahkiakum Public Works 68 Main St. Suite 2 Cathlamet, WA 98612 360-795-3301 beyer@co.wahkiakum.wa.us

Option 1		Option 2		Option 3	
Install one new Friedrich ductless heat pump M#FPHSR18A3D (21 seer2 and 10 hsp2) outdoor unit with one M#FAHFW18A3D indoor unit to existing electrical, linehide, and pad. Includes new condensate pump, risers, and equipment.		Install one new Friedrich ductless heat pump M#FPHFR18A3D (21 seer2 and 10 hsp2) outdoor unit with one M#FAHFW18A3D indoor unit to existing electrical, linehide, and pad. Includes new condensate pump, risers, and equipment.		Install one new Daikin ductless heat pump M#RXM24WVJU9 (22 seer2 and 10 hsp2) outdoor unit with one M#FTXM24WVJU9 indoor unit to existing electrical, linehide, and pad. Includes new condensate pump, risers, and equipment.	
Friedrich Warranty: 1 yr labor and 10 yrs parts		Friedrich Warranty: 1 yr labor and 10 yrs parts		Daikin Warranty: 1 yr labor and 12 yrs parts	
Subtotal	\$ 6,122.00	Subtotal	\$ 7,283.00	Subtotal	\$ 8,275.00
Tax	\$ 477.52	Tax	\$ 568.07	Tax	\$ 645.45
Total	\$ 6,599.52	Total	\$ 7,851.07	Total	\$ 8,920.45

Prices have all rebates subtracted including PUD. Warranty does not include routine servicing which is recommended yearly.

We propose hereby to furnish material and labor – complete in accordance with the above specifications, to be made upon completion of the job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____
Print: _____
Date: _____

802 Vandercook Way | Longview | WA | 98632
70 Years Of Excellence.

Name
Wahkiakum County Public Works

Proposal #
R412102025015407-1

Date
12/10/2025

Zone
Zone 1

Site Address
**68 Main Street
Cathlamet, WA 98612
Ph: (360) 795-3301**

Billing Address
**PO BOX 97
Cathlamet, WA 98612
Ph: (360) 795-3301**

Consultant
Victor Hytrek

Email
victor@renaudelectric.com

Cell Phone
Ph: (360) 751-2091

System Investment	
Investment Type: Cash/Check	
Base System	\$9538.43
Optional Items Total	\$0.00
Sales Tax 7.8%	\$744.00
System Total	\$10282.43
Deposit	\$0
Balance	\$10282.43
Net Investment After Credits & Rebate	\$10282.43



MUZ-FX18-NA Heat Pump



Indoor Unit

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.

Representative:

Victor

Date:

12/10/2025

Customer:

Date:

Approved by:

Date:

Office System (option 1/2)

Carlson's Heating & Air Conditioning, Inc. (360) 425-4888

18,000 BTUH SHP Mitsubishi Wall Mount

AHRI Rating

25.5 SEER2 | 13.05 EER2 | 11.1 HSPF2

 Ductless Outdoor	MUZ-FX18NLHZ M-Series, Single Zone	55 HP R-454B (A2L)
 Ductless Indoor	MSZ-FX18NL	

Services

-  - Limited (1) Year Labor Warranty on Ductless Indoor and Outdoor Unit
-  - Vision Flashing for Exposed Refrigerant Lines on Side of Home
-  - Gravity Flow Condensate Drain Ductless
-  - Condensate Pump for Ductless
-  - Pad for Ductless
-  - Power Wiring and Equipment Connections
-  - Complete Start Up and Performance Testing of New System
-  - * See Scope of Work for Additional Information

Warranties

Ductless Outdoor Unit

10 years Parts/Compressor, Registered within 90 days on MitsubishiComfort.com website. (Non Diamond Contractors), Non-registered warranty: 5-Yrs on parts/defects; 7-Yrs on compressors, <https://www.mitsubishicomfort.com/warranties>

Ductless Indoor Unit

10 years Parts/Compressor, Registered within 90 days on MitsubishiComfort.com website. (Non Diamond Contractors), Non-registered warranty: 5-Yrs on parts/defects; 7-Yrs on compressors, <https://www.mitsubishicomfort.com/warranties>

Pricing

*Your Final Cost is an estimate. Homeowner must file for federal rebates and credits, and additional conditions may apply. Individual rebates and credits may not apply in your particular case.

System Price	\$14,389		
Rebates / discounts / credits	-\$2,878	<u>Discounts/Instant Rebates</u>	<u>\$2,878</u>
Net Price		Civil Service	\$2,878
Sales Tax	\$898		
Your Price (With Tax)	\$12,409		

Office System (option 2/2)

Carlson's Heating & Air Conditioning, Inc. (360) 425-4888

18,000 BTUH SHP Mitsubishi Wall Mount

AHRI Rating**22.5 SEER2 | 14.05 EER2 | 10.0 HSPF2****Ductless Outdoor****MUZ-GX18NLHZ**

55 HP R-454B (A2L)

M-Series, Single Zone

**Ductless Indoor****MSZ-GX18NL****Services**

- Limited (1) Year Labor Warranty on Ductless Indoor and Outdoor Unit



- Vision Flashing for Exposed Refrigerant Lines on Side of Home



- Gravity Flow Condensate Drain Ductless



- Condensate Pump for Ductless



- Pad for Ductless



- Power Wiring and Equipment Connections



- Complete Start Up and Performance Testing of New System



- * See Scope of Work for Additional Information

Warranties**Ductless Outdoor Unit**

10 years Parts/Compressor, Registered within 90 days on MitsubishiComfort.com website. (Non Diamond Contractors), Non-registered warranty: 5-Yrs on parts/defects; 7-Yrs on compressors, <https://www.mitsubishicomfort.com/warranties>

Ductless Indoor Unit

10 years Parts/Compressor, Registered within 90 days on MitsubishiComfort.com website. (Non Diamond Contractors), Non-registered warranty: 5-Yrs on parts/defects; 7-Yrs on compressors, <https://www.mitsubishicomfort.com/warranties>

Pricing

*Your Final Cost is an estimate. Homeowner must file for federal rebates and credits, and additional conditions may apply. Individual rebates and credits may not apply in your particular case.

System Price	\$13,626		
Rebates / discounts / credits	-\$2,725	<u>Discounts/Instant Rebates</u>	\$2,725
Net Price		Civil Service	\$2,725
Sales Tax	\$850		
Your Price (With Tax)	\$11,751		

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: January 13, 2026

Presenter: Chuck Beyer, Public Works Director

Subject	Sign Resolution on Adjusting Rates for the Disposal of Solid Waste at the KM Transfer Station
Background Information	Public Hearing was held on January 6, 2026
Recommendation	Sign the Resolution for Adjusting Rates for the Disposal of Solid Waste at the KM Transfer Station.
Alternatives	None recommended.
Financial Impact	None
Funds Available	N/A
Action (Motion)	Move to sign the Resolution on Adjusting Rates for the Disposal of Solid Waste at the KM Transfer Station.

1 RESOLUTION NO. _____ - 26

2 A RESOLUTION ADJUSTING RATES FOR THE DISPOSAL OF SOLID WASTE AT THE
3 KM TRANSFER STATION

4 WHEREAS, Wahkiakum County currently operates a drop box facility at the summit of
5 KM Mountain (hereinafter referred to as the KM Transfer Station); and

6 WHEREAS, it currently costs Wahkiakum County approximately \$500.00 per ton of solid
7 waste to operate the KM Transfer Station; and

8 WHEREAS, the present fee schedule for the KM Transfer Station does not generate
9 revenues sufficient to operate the KM Transfer Station; and

10 WHEREAS, it is in the interests of efficient administration and equity to establish a rate
11 structure that corresponds to the amount of solid waste being deposited by a given individual;

12 NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED, as follows:

13 Section 1 Definitions

- 14 (1) "Garbage Can" means the standard household use type garbage can not exceeding 50 gallons
15 in capacity. "Garbage Can" also means a tied off or closed plastic garbage bag not exceeding
16 50 gallons in capacity.
- (2) "Loose Garbage" means any sold waste or garbage not contained in a garbage can as defined
in subsection (1) of the Section.

17 Section 2 Rate Schedule The following amounts shall be collected for the deposit of solid waste
18 at the KM Transfer Station:

19 (1) Garbage Can Rate: \$6.00 per garbage can or part thereof.

20 (2) Weighted Garbage Rate:

<u>Volume of Garbage</u> (In Pounds)	<u>Charge</u>	<u>Volume of Garbage</u> (In Pounds)	<u>Charge</u>
1-140	\$15.00	451-500	\$43.00
141-200	\$19.00	501-550	\$47.00
201-250	\$23.00	551-600	\$51.00
251-300	\$27.00	601-650	\$55.00
301-350	\$31.00	651-700	\$59.00
351-400	\$35.00	701-750	\$63.00
401-450	\$39.00	751-800	\$67.00

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<u>Volume of Garbage</u> <u>(In Pounds)</u>	<u>Charge</u>	<u>Volume of Garbage</u> <u>(In Pounds)</u>	<u>Charge</u>
801-850	\$71.00	1401-1450	\$119.00
851-900	\$75.00	1451-1500	\$123.00
901-950	\$79.00	1501-1550	\$127.00
951-1000	\$83.00	1551-1600	\$131.00
1001-1050	\$87.00	1601-1650	\$135.00
1051-1100	\$91.00	1651-1700	\$139.00
1101-1150	\$95.00	1701-1750	\$143.00
1151-1200	\$99.00	1751-1800	\$147.00
1201-1250	\$103.00	1801-1850	\$151.00
1251-1300	\$107.00	1851-1900	\$155.00
1301-1350	\$111.00	1901-1950	\$159.00
1351-1400	\$115.00	1951-2000	\$163.00

Section 3 Regulations

- (1) Any vehicle transporting any loose garbage shall be weighed and shall be assessed the weighed garbage rate.
- (2) Vehicles transporting more than three (3) garbage cans must go through the scales, shall be weighed, and shall be assessed the weighed garbage rate.
- (3) Vehicles transporting no loose garbage and three (3) or fewer garbage cans shall not be weighed and shall be assessed the garbage can rate.

Section 4 Recycles As an incentive to recycling, recyclables, except appliances may be off loaded at the recycling bins prior to proceeding through the scales. Appliances shall be weighed and assessed the weighed garbage rate.

Section 5 Effective Date This Resolution takes effect on January 15, 2026

Section 6 Codification This Resolution shall be codified as a new Chapter in Title 70.10 of the Revised Code of Wahkiakum County.

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DULY PASSED AND ADOPTED this 13th day of January, 2026.

**BOARD OF COUNTY COMMISSIONERS
OF WAHKIAKUM COUNTY, WASHINGTON**

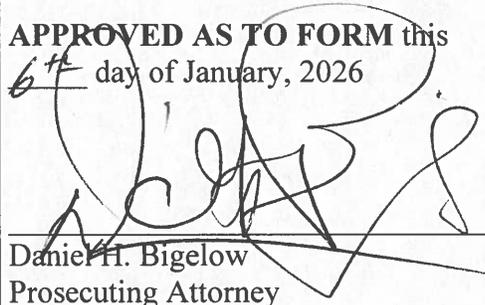
ATTEST:

Elizabeth Johnson
Clerk of the Board

Daniel Cothren, Chairman

APPROVED AS TO FORM this
6th day of January, 2026

Lee Tischer, Commissioner



Daniel H. Bigelow
Prosecuting Attorney

Mark Letham, Commissioner

Cover Page

BOARD OF WAHIAKUM COUNTY COMMISSIONERS

Meeting Date: January 13, 2026

Presenter: Chuck Beyer, Public Works Director

Subject	Capital Improvement Plan Project List review and adopt resolution approving the updated 2026 – 2027 Capital Improvement Plan.
Background Information	The Capital Improvement Plan Project list has been updated along with plan resolution. The County adopted a resolution in 2024 defining capital projects.
Recommendation	Review project list and discuss and adopt resolution should project list be acceptable.
Alternatives	
Financial Impact	None at this time
Funds Available	Capital Improvement Fund
Action (Motion)	Motion to approve Resolution No. _____-26, a resolution adopting the Wahkiakum County Capital Improvement Project List for the years 2026 – 2027.

**A RESOLUTION ADOPTING THE WAHKIAKUM COUNTY
CAPITAL IMPROVEMENT PROJECT LIST
FOR THE YEARS 2026 AND 2027**

WHEREAS, pursuant to RCW 82.46.010, the Board of Wahkiakum County Commissioners adopted Resolution No. _____-26 relating to capital projects and the creation of a capital improvements fund; and

WHEREAS, the Board of Wahkiakum County Commissioners on this day, in regular sessions, considered amending the Six-Year Capital Improvements Projects for Wahkiakum County for the years 2026-2027; and;

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WAHKIAKUM as follows:

The attached copy of the amended Capital Improvement Program for Wahkiakum County, Washington, for the years 2023-2024, incorporated herein by reference is hereby approved and adopted.

DULY PASSED AND ADOPTED this ____ day of January 2026.

**BOARD OF COUNTY COMMISSIONERS
OF WAHKIAKUM COUNTY, WASHINGTON**

ATTEST:

Elizabeth Johnson
Clerk of the Board

Dan Cothren, Chairman

APPROVED AS TO FORM this
____ day of January, 2026.

Lee Tischer, Commissioner

Daniel H. Bigelow
Prosecuting Attorney

Mark Letham, Commissioner

Capital Improvement Projects 2026-2027

Capital Improvement Project	Budget	Fund
Courthouse <ul style="list-style-type: none"> • Courthouse Interior Painting • Generator Upgrade • Parking Lot Project • On going maintenance and improvements. • Computer UPS replacement. 	\$20,000.00 \$80,000.00 \$20,000.00	Capital Improvement Fund
Grays River Valley Center & Johnson Park: <ul style="list-style-type: none"> • Men's & women's restroom ADA upgrade. • Accessible Ramp and Door Project. • Parking Area Surface Upgrade. • Interior Flooring Repair / Replacement • Gym Roof Replacement • Maintenance and improvements. 	\$100,000.00 \$30,000.00 \$20,000.00 \$35,000.00 \$50,000.00	Capital Improvement Fund
Health & Human Services: <ul style="list-style-type: none"> • Paint Buildings at 42 Elochoman Valley Rd. • Maintenance and improvements. 	\$20,000.00	Capital Improvement Fund
70 Division Street <ul style="list-style-type: none"> • Security upgrade for Sheriff 		Capital Improvement Fund
County Line Park <ul style="list-style-type: none"> • Water System • Utility line upgrade 	\$30,000.00	Capital Improvement Fund
County Road Operations: <ul style="list-style-type: none"> • Road Projects • Major Ferry Boat Repairs • Annual Road Plan Projects 		

Capital Improvement Projects 2026-2027

Fairgrounds <ul style="list-style-type: none"> • Upgrade Youth Building Doors • Horse Barn Lighting. • On going maintenance and improvements. 	<p style="text-align: center;">\$10,000.00</p> <p style="text-align: center;">\$5,000.00</p>	<p>Capital Improvement Fund</p>
Hanigan Bldg. <ul style="list-style-type: none"> • Remove Dividing Wall • Paint Interior • New Reception Counter • Replace Ductless Heat Pump 	<p style="text-align: center;">\$5,000.00</p> <p style="text-align: center;">\$2500.00</p> <p style="text-align: center;">\$2000.00</p> <p style="text-align: center;">\$12000.00</p>	<p>Capital Improvement Fund</p>
River Street Building <ul style="list-style-type: none"> • Replace Lower Level Windows • Repaint Exterior • HVAC Replacement • On going maintenance and improvements. 	<p style="text-align: center;">\$4000.00</p> <p style="text-align: center;">\$25,000.00</p>	<p>Capital Improvement Fund</p>
Sheriff Department: <ul style="list-style-type: none"> • Sally Port Door Project • Remodel Jail Project • Jail Facility Repairs 	<p style="text-align: center;">\$25,000.00</p> <p style="text-align: center;">\$55,000.00</p>	
Wahkiakum Road Shop #1 <ul style="list-style-type: none"> • Generator • Replace Gutters on Shop and Parking Garage • Seal / repaint Bldgs. • Maintenance and improvements. Wahkiakum Road Shop #2 <ul style="list-style-type: none"> • Building removal Wahkiakum Road Shop #3 <ul style="list-style-type: none"> • Perimeter Fence • Emergency Generator 	<p style="text-align: center;">\$60,000.00</p> <p style="text-align: center;">\$45,000.00</p> <p style="text-align: center;">\$15,000.00</p> <p style="text-align: center;">\$20,000</p> <p style="text-align: center;">\$20,000.00</p>	

Capital Improvement Projects
2026-2027

Ferry Landing <ul style="list-style-type: none">• Storage Shed	\$2500.00	
Emergency Management Service <ul style="list-style-type: none">• Wahkiakum High School emergency food storage; storage container; back-up power.• EMS Generator	\$50,000.00 estimated	



workforce
SOUTHWEST WASHINGTON

Workforce as Economic Infrastructure:

Supporting Wahkiakum County Residents & Businesses



About Workforce Southwest Washington

Workforce Southwest Washington (WSW) is a nonprofit that aims to fuel economic growth in Clark, Cowlitz, and Wahkiakum counties. Since 2002, we've secured and invested more than **\$142.5 million** in federal, state, and private grant funding to connect residents to jobs that support families and help businesses grow.

- We fund training that leads to living-wage careers for young adults, adults, and those who have been laid off
- We help businesses recruit, train, and retain skilled workers
- We oversee programs that lead to a stronger, more self-sufficient workforce—reducing reliance on public assistance



WSW's Investments

Our Approach:

- Braided funding **stretches every dollar** further
- Programs are **guided by employer demand & community needs**
- We **track results** and make adjustments to **improve outcomes**

Our Community Benefit:

- Programs help residents **get to work, or get back to work**
- Support local businesses with **job-ready talent**
- **Reduce pressure on public services** over time



WSW's Partnership with WHHS

A Job Seeker, Business, and Community focused funded partnership

- **Reducing barriers** and helping Wahkiakum County residents get connected to the resources they need to succeed
- **Increasing access** to WorkSource and NEXT Success staff through in-person co-location at the Hope Center
- Providing a **centralized employer advocate** who helps businesses get connected to local talent and the resources available through the local workforce development system



EMPLOY WAHAKIAKUM
OPPORTUNITY. GROWTH. SUCCESS.



workforce
SOUTHWEST WASHINGTON

SummerWorks & Wahkiakum County Youth

Core Program Elements

1. Work-Readiness Workshops
2. Career Exploration Activities (i.e., a Job Shadow and Informational Interview)
3. Program funded, paid 100-hour work-based learning experiences

During Summer 2025

- **6** young adults engaged with NEXT Success and SummerWorks
- **4** completed SummerWorks work experiences with:
 - Skamokawa Resort
 - Wahkiakum County Fairgrounds
 - Wahkiakum Marine Resources Committee Office

Why Workforce Development Matters

- **Reduces unemployment** and decreases reliance on public assistance
- **Helps the emerging workforce** get connected to hands-on, paid work experience that builds skills and expands their networks
- **Grows the local economy** through stronger businesses and increased tax revenue
- Prepares residents for in-demand careers that offer **self-sufficiency** wages and benefits
- Makes **Wahkiakum County stronger** by building a skilled labor force



Let's Build Wahkiakum County's Workforce Infrastructure... TOGETHER!

How You Can Be Involved:

- **Collaboration -**
Join us as opportunities arise—whether on advisory boards, strategy sessions, roundtables, or regional grant applications.
- **Support -**
Help amplify workforce efforts through county communications, co-hosted events, public alignment, and ongoing partnership.
- **Investment -**
Consider modest funding or in-kind resources to support training programs, hiring events, or job connection services.



Questions



WSW business services and Youth and Adult programs are funded through a USDOL grant. To learn more about funding, follow this QR code.



workforce
SOUTHWEST WASHINGTON

Contact Us



Alyssa Joyner | Senior Project Manager

503.410.0408

ajoyner@workforcesw.org

Nolan Yaws-Gonzalez | Associate Director of Programs

360.567.1066

nyaws-Gonzalez@workforcesw.org



WSW is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay 711.



workforce
SOUTHWEST WASHINGTON

NOTICE OF PUBLIC HEARING ON AN ORDINANCE
Creation of the Upper Grays River Community Forest, a Public Development Authority

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Wahkiakum County, Washington, will hold a public hearing on **Tuesday, January 13, 2026, at 10:00 a.m.** in the Commissioners' Public Meeting Room, 3rd floor, Wahkiakum County Courthouse, 64 Main Street, Cathlamet, Washington, for the purpose of determining whether the Ordinance set forth below shall be adopted. Any person may appear and be heard for or against said ordinance:

The proposed ordinance of Wahkiakum County will authorize the creation of a Public Development Authority (PDA) jointly formed by Wahkiakum County and Pacific County, to be known as the Upper Grays River Community Forest. The purpose of the PDA is to acquire, own, maintain, harvest, and manage a community forest within the two counties to provide economic, environmental, and community benefits to the public.

The ordinance will create an independent legal entity, whose debts and obligations are solely its own and not those of either county. It would approve and adopt an Interlocal Agreement between Wahkiakum County and Pacific County authorizing joint formation and governance of the PDA, and it would also approve and adopt a Charter for the PDA, establishing its powers, governance structure, duties, and procedures. The PDA will be governed by a six-member Board of Directors, with two members appointed by Wahkiakum County, two by Pacific County, and two by Columbia Land Trust. One appointee from each county must be a sitting County Commissioner.

The proposed ordinance can be viewed in its entirety at the county website at www.co.wahkiakum.wa.us/318/Ordinances and will be available upon request at the Wahkiakum County Commissioners' office or by emailing johnsonb@co.wahkiakum.wa.us.

Interested persons may appear and be heard at the public hearing or may submit written comments to the Wahkiakum County Clerk of the Board at P. O. Box 586, Cathlamet, WA 98612, prior to the hearing date.

To join the meeting via the Zoom platform: Meeting ID: 880 972 233; Passcode: Aux4SY or to join with a phone: 1-253-215-8782; Meeting ID: 880 972 233; Passcode: 721021

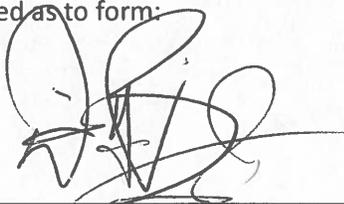
The Commissioners' public meeting room is accessible for persons with disabilities. Additional Assistance for Persons with Disabilities: If you need any special accommodations to participate in the hearing, please contact Chuck Beyer at least 48 hours in advance at (360) 795-3301.

ORDERED in regular session on the 23rd day of December 2025.

**BOARD OF COUNTY COMMISSIONERS OF
WAHAKIAKUM COUNTY, WASHINGTON**

By:

Approved as to form:



Daniel H. Bigelow
Prosecuting Attorney

Gene Strong
Chair, Board of County Commissioners

Publish: January 1 and January 8, 2026

WAHKIAKUM COUNTY ORDINANCE NO. 173-26

**AN ORDINANCE AUTHORIZING THE CREATION OF THE UPPER GRAYS RIVER
COMMUNITY FOREST, A PUBLIC DEVELOPMENT AUTHORITY**

WHEREAS, Wahkiakum County is authorized to establish and charter one or more public development authorities pursuant to Chapter 35.21.730 through 35.21.755 RCW; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes municipalities in Washington to enter into agreements for the joint undertaking of certain projects as provided therein, and

WHEREAS, the Wahkiakum County Board of Commissioners finds that the establishment of a public development authority in conjunction with Pacific County pursuant to an interlocal agreement for the purpose of acquiring and managing a community forest will provide economic, environmental and community benefits to the public; and

WHEREAS, the Wahkiakum County Board of Commissioners finds that the character and duration of the public development authority hereby created is reasonably necessary for the activities or functions to be performed; and

NOW, THEREFORE, IN ACCORDANCE WITH CHAPTER 35.21.730 THROUGH 35.21.755 RCW IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS, WAHKIAKUM COUNTY, WASHINGTON, AS FOLLOWS:

SECTION 1 – DEFINITIONS

As used herein, the term:

- A. “Board of Directors” or “Board” means the governing body vested with the management of the affairs of the Public Development Authority.
- B. “Charter” means the articles of organization of the Public Development Authority adopted by this chapter and all subsequent amendments thereto.
- C. “Clerk” means the clerk of Wahkiakum County or a person authorized to act on his or her behalf; and in the event of reorganization of the office of clerk, the successor official performing such duties or a person authorized to act on his or her behalf.
- D. “Commissioners” means the Board of Commissioners of Wahkiakum County.
- E. “County” means Wahkiakum County.
- F. “Public Development Authority” or “Authority” means the Upper Grays River Community Forest, a public development authority, created under this chapter.

SECTION 2 – CREATION OF PUBLIC DEVELOPMENT AUTHORITY

- A. Creation of Public Development Authority. As authorized under Chapter 35.21.730 through 35.21.755 RCW, a public development authority is hereby created, with powers and limitations as set forth in its Charter and this chapter, for the acquisition, ownership, maintenance, harvest, and management of a community forest or forests within Pacific County and Wahkiakum County to provide economic, environmental and community benefits to the public, and to perform any other function authorized by law and the charter of the public development authority.
- B. County Liability Limited. The Public Development Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Public Development Authority shall be satisfied exclusively from the assets and credit of the public development authority; no creditor or other person shall have any recourse to the assets, credit, or services of Pacific County or Wahkiakum County on account of any debts, obligations, liabilities, acts or omissions of the Authority.

SECTION 3 – NAME

The name of the Public Development Authority shall be the Upper Grays River Community Forest, a public development authority.

SECTION 4 – ADOPTION OF INTERLOCAL AGREEMENT

The Interlocal Agreement, in the form attached as Exhibit A to the ordinance codified in this chapter, between Pacific County and Wahkiakum County is hereby approved.

SECTION 5 – CHARTER

The Charter of the Public Development Authority, in the form attached as Exhibit B to the ordinance codified in this chapter, is hereby approved. The Charter shall be issued in duplicate originals, each bearing the county seal attested by the County Clerk. One original shall be filed with the County Clerk; a duplicate original shall be provided to the Authority. The Charter shall be amended only by County ordinance adopted by a majority of the Commissioners at or after a public hearing held with notice to the Public Development Authority and Board of Directors and affording them a reasonable opportunity to be heard and present testimony, and as further set forth in the Charter.

SECTION 6 – POWERS

Except as limited by the Washington State Constitution, state statute, this chapter, or the Charter of the Public Development Authority, the Public Development Authority shall have and may exercise all lawful powers necessary or convenient to effect the purpose for which the Public Development Authority is organized and to perform authorized functions, as provided in its Charter.

SECTION 7. EFFECT OF ISSUANCE OF CHARTER

The Public Development Authority shall commence its existence upon issuance of its Charter. Except as against the state or the county in a procedure to cancel or revoke the Charter, delivery of a duplicate original charter shall conclusively establish that the Public Development Authority has been established in compliance with the procedures of this chapter.

SECTION 8. CONSTRUCTION

The Charter shall be liberally construed so as to effectuate its purposes and the purposes of Chapter 35.21.730 through 35.21.755 RCW.

PASSED BY THE BOARD OF WAHAKIAKUM COUNTY COMMISSIONERS meeting in regular session at Cathlamet, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage this ____ day of _____, 2026.

____ AYE; ____ NAY; ____ ABSTAIN; ____ ABSENT

BOARD OF COUNTY COMMISSIONERS
WAHAKIAKUM COUNTY, WASHINGTON

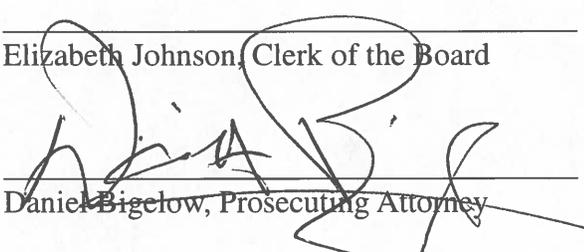
Daniel L. Cothren, Commissioner

Lee Tischer, Commissioner

, Commissioner

ATTEST:

Elizabeth Johnson, Clerk of the Board



Daniel Bigelow, Prosecuting Attorney

EXHIBIT A TO WAHIAKUM COUNTY ORDINANCE NO. 173-26

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into on _____, by and between PACIFIC COUNTY, a political subdivision of the State of Washington, and WAHIAKUM COUNTY, a political subdivision of the State of Washington (referred to individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes counties in Washington to enter into agreements for the joint undertaking of certain projects as provided therein.

WHEREAS, Pacific County and Wahkiakum County desire to form the Upper Grays River Community Forest, a public development authority, pursuant to the provisions of RCW 35.21.730 through 35.21.755 for the purpose of acquiring, owning and managing a community forest, in a location or locations within Pacific County and Wahkiakum County yet to be determined, to provide economic, environmental and community benefits to the public.

WHEREAS, financing for the acquisition and management of the community forest may come from legislative grants, private donations, timber harvest proceeds or some combination thereof.

WHEREAS, the establishment of a community forest will be of substantial benefit to Pacific County, Wahkiakum County and the public in general.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, covenants and performances contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to authorize Pacific County and Wahkiakum County to jointly form the Upper Grays River Community Forest, a public development authority. The Upper Grays River Community Forest, a public development authority, shall have the authority to acquire, own, maintain, harvest, and manage a community forest or forests within Pacific County and Wahkiakum County to provide economic, environmental and community benefits to the public.

2. UPPER GRAYS RIVER COMMUNITY FOREST PUBLIC DEVELOPMENT AUTHORITY.

A. Public Development Authority. There is hereby established a public development authority pursuant to the provisions of RCW 35.21.730 through 35.21.755 to be known as the Upper Grays River Community Forest, a public development authority (the "Authority"). The Authority shall initially consist of Pacific County and Wahkiakum County.

B. Liability Limited. The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority. No creditor or other person shall have any recourse to the assets, credit or services of Pacific County or Wahkiakum County on account of any debts, obligations, liabilities, acts or omissions of the Authority .

C. Contributions from the Counties. Pacific County and Wahkiakum County shall not be required to contribute any money, personnel or other assets to the Authority unless such contributions are unanimously approved by both Counties. It is the goal of the Authority to obtain funding to allow for the purchase of a community forest from legislative grants and/or private donations.

D. Budget. The Authority shall establish and maintain its own budget as provided for in the Charter.

3. **NAME.** The name of the public development authority shall be the Upper Grays River Community Forest, a public development authority.

4. **POWERS – GENERALLY.** Except as limited by the state constitution, state statute, the Charter, or other authority, the Authority shall have and may exercise all lawful powers necessary or convenient to effect the purposes for which the Authority is organized and to perform authorized functions, as provided in the Charter.

5. **CHARTER AND AMENDMENTS.** The Charter of the Authority (the “Charter”), attached hereto as Exhibit B and incorporated herein by this reference, is hereby approved. The Charter shall be issued in duplicate originals. Pursuant to RCW 39.34.040, one original shall be filed with the Pacific County Auditor and the duplicate original shall be filed with the Wahkiakum County Auditor. Amendments to the Charter may be initiated by the Authority Board or by the Pacific County Commission or the Wahkiakum County Commission. All amendments to the Charter, regardless of how initiated, shall not become effective unless approved as provided in the Charter and approved by ordinances from the Pacific County Commission and Wahkiakum County Commission.

6. **COMMENCEMENT OF EXISTENCE.** The Authority shall commence its existence effective upon fulfillment of both of the following conditions:

A. The Pacific County Board of Commissioners and Wahkiakum County Board of Commissioners have each passed an ordinance approving this Agreement, the Charter, and the creation of the Authority; and

B. The Charter shall have been executed and on file with the Pacific County Auditor and Wahkiakum County Auditor.

7. **TERM.** The term of this Agreement shall be perpetual until terminated as set forth in Paragraph 8 below.

8. **TERMINATION.** This Agreement may be terminated as provided in Article XI of the Charter. Upon termination of this Agreement, dissolution of the Authority shall be accomplished as provided in the Charter, and shall not take effect until proper provision has been made for disposition of all the Authority's assets, if any.

9. **SEVERABILITY.** If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10. **HOLD HARMLESS.** Pacific County and Wahkiakum County shall defend, indemnify and hold one another harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, injuries, or cost, of whatsoever kind or nature, related to that party's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of both Counties, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the County; and provided further that nothing herein shall require either County to hold harmless or defend the other County from any claims arising from that County's sole negligence.

11. **NO THIRD PARTY BENEFICIARY.** This Agreement shall be solely for the benefit of the parties hereto and no other person shall be a third party beneficiary hereof or shall otherwise be entitled to enforce any provision hereof.

12. **CONSTRUCTION.** This Agreement shall be governed by the laws of the State of Washington and shall be liberally construed so as to effectuate its purposes under RCW 35.21.730 through RCW 35.21.755.

13. **AMENDMENT.** This Agreement may only be amended in writing and upon prior approval and execution by the Pacific County Board of Commissioners and the Wahkiakum County Board of Commissioners.

14. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, certified mail, return receipt requested, addressed as follows:

Pacific County Commissioners
PO Box 187
South Bend, WA 98586

Wahkiakum County Commissioners
PO Box 586
Cathlamet, WA 98612

15. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken

together, will be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

16. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

IN WITNESS WHEREOF, Pacific County and Wahkiakum County have caused this Agreement to be executed effective as of the date first set forth above.

PACIFIC COUNTY COMMISSIONERS

[Ordinance Exhibit, Signature Not Required]

Jerry Doyle

[Ordinance Exhibit, Signature Not Required]

Lisa Olsen

[Ordinance Exhibit, Signature Not Required]

David Tobin

WAHKIAKUM COUNTY COMMISSIONERS

[Ordinance Exhibit, Signature Not Required]

Lee Tischer

[Ordinance Exhibit, Signature Not Required]

Daniel L. Cothren

[Ordinance Exhibit, Signature Not Required]

Gene Strong

EXHIBIT B TO WAHKIAKUM COUNTY ORDINANCE NO. 173-26

**CHARTER
OF
THE UPPER GRAYS RIVER COMMUNITY FOREST
A PUBLIC DEVELOPMENT AUTHORITY**

ARTICLE I
Name and Seal

Section 1.01 Name. The name of this authority shall be the Upper Grays River Community Forest, a public development authority (the "Community Forest").

Section 1.02 Seal. The Community Forest's seal shall be a circle with the name "Upper Grays River Community Forest" inscribed therein.

ARTICLE II
Authority and Limit on Liability

Section 2.01 Authority. The Community Forest is a public authority organized pursuant to RCW 35.21.730-.757, as amended (the "Act"), the Interlocal Agreement between Pacific County and Wahkiakum County dated ____ (the "Interlocal Agreement"), and Ordinance No. ____ of Pacific County, Washington, and Ordinance No. ____ of Wahkiakum County, Washington (the "Ordinances").

Section 2.02 Limit on Liability. All liabilities incurred by the Community Forest shall be satisfied exclusively from the assets, credit, and properties of the Community Forest, and no creditor or other person shall have any right of action against or recourse to Pacific County or Wahkiakum County, or their assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Community Forest.

Section 2.03 Mandatory Disclaimer. The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Community Forest:

The Upper Grays River Community Forest is a public authority organized pursuant to Ordinance No. ____ of Pacific County, Washington, and Ordinance No. 173-26 of Wahkiakum County, Washington and the laws of the State of Washington, RCW 35.21.703 through RCW 35.21.757. RCW 35.21.750 provides as follows: "All liabilities incurred by such public corporation, commission or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city or county creating such corporation,

commission or authority on account of any debts, obligations or liabilities of such public corporation, commission or authority."

ARTICLE III

Duration

The duration of the Community Forest shall be perpetual except as provided in the Ordinances.

ARTICLE IV

Purpose

The purpose of the Community Forest is to provide a legal entity organized under the Act and the Ordinances, to undertake, assist with and otherwise facilitate the acquisition, ownership, maintenance, harvest, and management of a community forest or forests within Pacific County and Wahkiakum County to provide economic, environmental and community benefits to the public.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Community Forest, the Community Forest constitutes an authority and instrumentality of Pacific County and Wahkiakum County (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

ARTICLE V

Powers

Section 5.01 Powers. The Community Forest shall have and may exercise all lawful powers conferred by state laws, the Ordinances, and this Charter. The Community Forest in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in the Ordinances.

Section 5.02 Indemnification. To the extent permitted by law, the Community Forest shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Community Forest, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Community Forest, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Community Forest's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his or her conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Community Forest may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

ARTICLE VI
Board of Directors

Section 6.01 Board Composition. Management of all Community Forest affairs shall reside in the Board of Directors. The Board of Directors shall be composed of six (6) members consisting of two (2) persons appointed by Pacific County, two (2) persons appointed by Wahkiakum County, and two (2) persons appointed by Columbia Land Trust, which is hereby granted such authority. One member appointed by each County must be a current County Commissioner at the time of appointment and for the duration of their term of office on the Board of Directors, and if such County Commissioner ceases to be a County Commissioner during the term of office on the Board of Directors, then their appointment term shall automatically terminate, in which event the applicable County shall fill the vacancy with another County Commissioner

Section 6.02 Terms of Office. Each Director shall be appointed to serve for a four-year term. Each Director shall continue to serve until his or her successor has been appointed and qualified.

Section 6.03 Annual Board Meetings. The Board of Directors shall hold an annual meeting on the first Tuesday in March of each year. Unless specified otherwise, the annual meetings shall be held at the Wahkiakum County Courthouse, Third Floor Commissioners' Meeting Room, 64 Main Street, Cathlamet, Washington 98612 commencing at 1:00 p.m.

Section 6.04 Special Board Meetings. A special meeting of the Board of Directors may be held at any time and place whenever called by the President or a majority of the members of the Board of Directors.

Section 6.05 Notice of Board Meetings. Notice of all meetings of the Board shall be given by the Secretary or by the person or persons calling the meeting in compliance with the requirements of the Open Public Meetings Act, Chapter 42.30 RCW

Section 6.06 Waiver of Notice. Notice as provided in Section 6.05 may be dispensed with as to any member of the Board who at or prior to the time the meeting convenes files with the Board of the Community Forest a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage. Notice concerning proposed amendments to the Charter and votes on such amendments may not be waived.

Section 6.07 Quorum. A quorum for any regular or special meeting must (1) include at least one Board member appointed by each of the three parties listed in Section 6.01; and (2) no less than four (4) members of the Board of Directors. A lesser number in attendance at such a meeting may adjourn the meeting and reconvene it within forty-eight (48) hours of the adjourned meeting without further notice.

Section 6.08 Board Actions. Except as provided in Sections 9.02 and 9.03 below, actions by the Board shall require an affirmative vote of a majority of the Board members voting on the issue.

Section 6.09 Removal. Upon reasonable prior notice to all Board members of the alleged reasons for dismissal, and after an opportunity for the Board member to be heard, the Board by unanimous vote of the other Board members may remove any Board member whenever in its judgment the best interest of the Community Forest will be served thereby. In such event, a replacement Board member shall be appointed pursuant to Section 6.01 to serve for the remainder of the unexpired term of the removed Board member.

Section 6.10 Resignation. Any Board member may resign at any time by delivering written notice to the Secretary at any meeting of the Board of Directors or by electronic transmission (including email). The Secretary shall in turn notify each member of the Board of Directors. Any such resignation shall take effect at the time specified in the notice, or if the time is not specified, upon delivery of the notice. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective. In such event, a replacement Board member shall be appointed pursuant to Section 6.01 to serve for the remainder of the unexpired term of the resigned Board member. In addition, Columbia Land Trust may, at any time and for any reason, (i) relinquish the authority granted to Columbia Land Trust in Sections 6.01, 9.02, 9.03 and 11, by providing written notice to the Board; or (ii) with the both Counties' prior written approval, delegate the authority granted to Columbia Land Trust in Sections 6.01, 9.02, 9.03 and 11.

ARTICLE VII

Officers and Committees

Section 7.01 Election, Qualifications and Term of Office. The President, Vice President, Secretary and Treasurer, and any other offices hereinafter created, shall be referred to as "Elected Offices." The holders of Elected Offices (the "Elected Officers") shall be elected by the Board at the first regular meeting of each year (with the exception of the Secretary as provided in Section 7.02(C) below) for a one-year term, and each Elected Officer shall hold office during said one (1) year term and until his or her successor is elected. The first Elected Officers of the Board shall be elected by the Board at its organizational meeting or as soon as practicable following the Board's creation of such Elected Office. All Elected Officers other than the Secretary must be members of the Board of Directors.

Section 7.02 Powers and Duties.

A. President. The President shall be the chief executive officer of the Community Forest and shall have general supervision over the business of the Community Forest, subject, however to the control of the Board of Directors. The President shall preside at all meeting of the Board of Directors. The President may sign and execute, in the name of the authority, deeds, mortgages, leases, bonds, contracts and other instruments duly authorized by the Board of Directors, and generally shall perform all duties incident to the office of President and such other duties as may from time to time be assigned to such office by the Board of Directors.

B. Vice President. The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President. In addition, the Vice President shall perform such other duties and have such other powers as the Board of Directors shall designate and the Vice President shall assist the President in all other respects.

C. Secretary. The Secretary position may be held by the Clerk of the Wahkiakum Board of County Commissioners or Pacific Board of County Commissioners and shall perform the following duties:

1. Certify and keep at the office of the Community Forest, or at such other place as the Board of Directors may order, the original or a copy of the Bylaws, as amended or otherwise altered.

2. Keep at the office of the Community Forest, or at such other place as the Board of Directors may order, a book of minutes of all meetings of the Directors and of the resolutions of the Board, recording therein the time and place holding such meetings, whether regular or special, and if special how authorized, the notice thereof given, and the proceedings thereat.

3. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

4. Be custodian of the records and seal of the Community Forest.

5. Exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Directors of the Community Forest.

6. Perform such other duties as may be assigned to such office by the Board of Directors or the President.

D. Treasurer. The Treasurer shall:

1. Oversee receipt and custody of all funds of the Community Forest and ensure that such funds are disbursed only as directed by the Board of Directors.

2. Ensuring that all disbursements shall require two signatures.

3. Perform all duties incident to the office of the Chief Financial Officer.

4. Oversee preparation of an annual budget to be distributed to each member of the Board of Directors for discussion and approval at the annual meeting.

5. In general, perform such other duties as may from time to time be assigned to such office by the Board of Directors or the President.

6. Ensuring the audit before payment of all claims presented by persons furnishing materials, rendering services, performing labor, or for any other contractual purpose.

7. The Board may require the Treasurer to file with the Community Forest a fidelity bond in an amount determined by the Community Forest to be adequate and appropriate.

Section 7.03 Removal. Upon reasonable prior notice to all Board members of the alleged reasons for dismissal, and after an opportunity for the Elected Officer to be heard, the Board by an affirmative vote of a majority of the whole Board may remove any Elected Officer from his or her office whenever in its judgment the best interest of the Community Forest will be served thereby.

Section 7.04 Vacancies. The Board shall fill any Elected Office which becomes vacant with a successor who shall hold office for the un-expired term and until his or her successor shall have been duly elected and qualified.

Section 7.05 Advisory Committees. The Board may from time to time establish advisory committees to report on possible projects or activities and shall fill such committees by appointment of suitable persons.

Section 7.06 Division of Duties. The same person shall not occupy both the office of President and any office responsible for the custody of funds and maintenance of accounts and finances. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by ordinance, and shall have stewardship for management and determination of all corporate affairs.

ARTICLE VIII Administrative Provisions

Section 8.01 Books and Records. The Community Forest shall keep current and complete books and records of account and shall keep minutes of the proceedings of its Board and its committees.

Section 8.02 Indemnification of Board Members. The Community Forest elects to defend and indemnify its present and former officials and their successors, spouses and marital communities to the full extent authorized by the Charter. In addition, the right of indemnification shall inure to each Board member or officer and his or her spouse and marital communities upon his or her appointment to the Board and in the event of his or her death shall extend to his or her heirs, legal representatives and estate. Each person who shall act as a Board member or officer of the Community Forest shall be deemed to do so in reliance upon such indemnification and such rights shall not be exclusive of any other right which he or she may have.

Section 8.03 Principal Office. The initial principal office of the Community Forest shall be at the Wahkiakum County Courthouse, 64 Main Street, Third Floor, P.O. Box 586, Cathlamet, Washington 98612, or such other place as hereinafter designated.

ARTICLE IX Amendments to Charter

Section 9.1 Proposals to Amend Charter.

A. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

B. Any Board member may introduce a proposed amendment to the Charter at any regular meeting or at any special meeting for which fourteen (14) days advance written notice has been given to members of the Board.

Section 9.2 Vote Required for Amendments to Charter. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes, including at least one Board member appointed by each of Pacific County, Wahkiakum County and Columbia Land Trust. Amendments to the following sections of this Charter shall require a unanimous vote of all members of the Board: Article IV (“Purpose”); Section 6.01 (“Board Composition”); Section 6.07 (“Quorum”); Section 6.08 (“Removal”); Section 9.2 (“Vote Required for Amendments to Charter”); Section 9.3 (“Approval of Proposed Charter Amendments”); and Article XI (“Dissolution”).

Section 9.3 Approval of Proposed Charter Amendments. Proposed Charter amendments adopted by the Board shall be submitted to the Pacific County Board of Commissioners, the Wahkiakum County Board of Commissioners and the Board of Directors of Columbia Land Trust for approval. The Community Forest's Charter may be amended only by ordinance as approved by all of the Pacific County Board of Commissioners, the Wahkiakum County Board of Commissioners, and the Columbia Land Trust Board of Directors.

ARTICLE X Commencement

The Community Forest shall commence its existence effective upon the issuance of this Charter as signed and attested by the Pacific County Board of Commissioners and the Wahkiakum County Board of Commissioners, and by the Executive Director of Columbia Land Trust.

ARTICLE XI

Dissolution

11.01 Termination by Both Counties. If both Counties determine that dissolution of the Community Forest is warranted for any reason, the existence of the Community Forest shall be terminated by ordinance as approved by each of the Pacific County Board of Commissioners and the Wahkiakum County Board of Commissioners. Dissolution of the Community Forest shall be in the form and manner required by state law, the Ordinances and the Interlocal Agreement and shall not take effect until proper provision has been made for disposition of all Community Forest assets, if any. Upon dissolution, all real property acquired by the Community Forest shall be (i) disposed of in compliance with all binding agreements governing such real property, including (without limitation) deed restrictions, covenants, reversionary interests, rights of reverter and other encumbrances on title to such real property, and (ii) transferred subject to a deed restriction or covenant requiring that the real property shall perpetually be used as forestland and open to public, subject to enforcement by either County or Columbia Land Trust. Columbia Land Trust is hereby granted the right of first offer and a right of first refusal to accept title to the Community Forest real property upon its dissolution. Any proceeds from the disposition of the Community Forest real or personal property upon the dissolution of the Community Forest shall be divided equally between the Counties.

11.02 Withdrawal by One County. Either County may withdraw its membership and terminate its participation in the Community Forest by providing written notice and serving that notice on the other County on or before December 31 in any one year. After providing appropriate notice as provided in this Section, that County's membership withdrawal shall become effective on the last day of the year following delivery and service of appropriate notice to the other County. If a County withdraws its membership in the Community Forest, the withdrawing County will forfeit any and all rights it may have to the Community Forest's real or personal property, or any other ownership in the Community Forest, unless otherwise provided by the Board.

WAHKIAKUM COUNTY COMMISSIONERS

[Ordinance Exhibit, Signature Not Required]

Daniel L. Cothren

[Ordinance Exhibit, Signature Not Required]

Lee Tischer

[Ordinance Exhibit, Signature Not Required]

Gene Strong

WAHKIAKUM COUNTY COMMISSIONERS

[Ordinance Exhibit, Signature Not Required]

Lee Tischer

[Ordinance Exhibit, Signature Not Required]

Daniel Cothren

[Ordinance Exhibit, Signature Not Required]

Gene Strong

COLUMBIA LAND TRUST

[Ordinance Exhibit, Signature Not Required]

By: _____

Name: _____

Title: _____