Town of Yacolt
Council Meeting Agenda
Monday, November 09, 2026
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Approve Minutes of Previous Meeting(s)

1. Approve Minutes of October 12, 2026 Council Meeting

2. Approve Minutes of October 19, 2026 Special Council Meeting

Citizen Communication

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

Unfinished Business

3. Ratify Approval to Pay October Bills

4. Council Permission for Sprinkler System at Ballfields

5. Update on Real Estate Transactions

6. Resolution 648 re: Purchase of a Backhoe from Clark County

7. Continuing Discussion re: Personnel Policies and Procedures Manual Update

New Business

8. Adoption of Legislative Priorities

9. Resolution #649 re: Contract with Navigating IT

10. Resolution #650 re: Contract with Springbrook

11. Public Hearing #1 re: Proposed 2027 Budget

12. Resolution #651 re: InterLocal Agreement for Surcharge Funds Administration

13. Appoint New Representative for Mosquito Control District Board

14. Appoint New Mayor Pro Tempore

Town Clerk's Report

Public Works Department Report

Attorney's Comments

Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

Adjourn

Town of Yacolt
Town Council Meeting Minutes

Monday October 12, 2026
7:00 PM
Town Hall

Call to Order
7:00 PM

Flag Salute

Roll Call
Council Members Present: Kim Glassett, Craig Carroll, and Brandon Russell

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

Absent: Council Members Jeff Carothers and Marina Viray

A Motion was made to excuse the two absent Council members.

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

Late Changes to the Agenda
No Executive session

Approve Minutes of 9/14/2026 Council Meeting:
Motion was made to approve the minutes as written.

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

Approve Minutes of 9/21/2026 Special Council Meeting:
Motion was made to approve the minutes as written.

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

Citizen Communication
Ken Pierce said NCLL wants to add a sprinkler system to Fields 2 and 3, and maybe repair the system at Field 4. He'll bring details to a future meeting. They are also considering splitting the cost of a small playground at the ballfields, if the Town is willing to pay ½ of the cost.

DRAFT

New Business

Clark County Solid Waste and Recycling Div. Presentation re: Transfer Stations

Joelle Loescher from Clark County Solid Waste and Zac Garrard from Parametrix gave a presentation regarding siting a new Transfer station in North Clark County. Joelle explained the need for a new facility, and Zac gave an overview of the studies they've been doing, including siting and cost benefits analyses.

Clark County Fire Marshal Inspections

After reviewing the proposed letter from the Fire Marshal, a motion was made to approve it as written.

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

Tent Rental for Christmas Tree Lighting

Public Works Director Gardner reported that one of the big tents got demolished by the wind last year, so we need a new tent, and we should get a commercial quality one to replace it so that the weather will not ruin it. The cost for a new one runs from $9k-$13k and up for a good commercial tent. He found some rentals which would be in the $2.5k-$3k neighborhood, including delivery and set-up. Council liked that idea and made a motion to have Gardner rent a tent from Specialty Rents for up to $2650 + tax.

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

Rotate Finance Committee

Councilmember Russell nominated Councilmember Viray to rotate onto the Finance Committee for the next six months.

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

Unfinished Business

Update on Real Estate Transactions

Clerk Fields and Attorney Gerst gave status reports on the two properties the Town is working to purchase: the Community Center deal should be closing on time, on October 15th. The empty lot at 206 W Cushman should be closing sometime soon afterward, likely by the end of this month. The Clerk also reported that Yacolt Community Church is still storing their lift at the Community Center property, and that the Town has been given permission to use it as long as it is there.

Personnel Policies and Procedures Manual Updates

Discussion began regarding benefits, holidays, employee duties, discipline, etc.

Councilmember Carroll then had an emergency come up and he had to leave. Due to his departure, there was no longer a quorum and the meeting had to be adjourned. Mayor Shealy stated that approving the bills to be paid would need to take place at the next meeting. So the regular reports/comments as listed below could not be made either:

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Town Clerk's Report
Public Works Department Report
Attorney's Comments
Council's Comments
Mayor's Comments
Approve to Pay Bills on Behalf of the Town

Adjourn
10:04pm

_____ _____

Mayor Ian Shealy Clerk Stephanie Fields

Approved by Council vote on _____

DRAFT

Town of Yacolt
Town Council Special Meeting Minutes
Monday October 19, 2026
6:00 PM
Town Hall

Call to Order
6:00 PM

Flag Salute

Roll Call
Council Members Present: Jeff Carothers, Kim Glassett, Brandon Russell, Marina Viray
Also present: Mayor Ian Shealy, Public Works Director Terry Gardner, Public Works Maintenance Tech Joe Gomulkiewicz, and Clerk Fields
Absent: Council Member Craig Carroll

Unfinished Business
Approve to Pay October Bills on Behalf of the Town
Motion: Russell **2nd:** Glassett
Aye: Carothers, Glassett, Russell, Viray **Nay:** 0 **Absent:** Carroll
Motion Carried

Budget Workshop
Public Works Director Gardner announced that he found a great deal on a backhoe and that if the Town can purchase this, his department would be willing to forego one of the mowers they had requested to purchase in 2027. The Council agreed that this was a good idea, as it would also reduce the proposed 2027 expenditures. Other topics discussed were: replacing excavator tracks, repairs/service for the F550 and other trucks, replacing the dog park fences, pickleball nets, a small playground at the ballfields, exercise equipment at the Rec Park, rehabbing the dirt jumps at the Rec Park, building a stage at the Rec Park, and building a Public Works building. Then discussion turned to employee health benefits which will affect the budget. The employee manual will be updated before the end of the year, and will reflect the changes discussed. The Clerk was asked to create a new Parks and Rec Fund beginning in next year's budget, to include Parks, the Community Center, labor, supplies, utilities, events, and all related expenses.

Adjourn
7:31 pm

_____ _____
Mayor Ian Shealy Clerk Stephanie Fields
Approved by Council vote on _____

Town of Yacolt
Request for Council Action

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

Name: Stephanie Fields, Town Clerk

Group Name: Staff

Address: P.O. Box 160
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Ratify Payment of October's Bill, (Action Taken at 10/19/26 Special Meeting)

Proposed Meeting Date: November 9, 2026

Action Requested of Council: Ratify the payment of October's bills and payables as approved by the Town Council at the Special Meeting held October 19, 2026.

Proposed Motion: "I move that the Council ratify the payment of the Town's bills as approved during the Special meeting of the Council on October 19, 2026."

Summary/ Background: The Town's bills for October could not be approved for payment during the October 14th regular Council meeting due to a Council member having to leave for an emergency, thereby resulting in a lack of quorum. The bills had already been reviewed by the Finance Committee, but because of the lack of quorum, the Mayor had to immediately adjourn the meeting as soon as the Council member left. So no action could be taken after that, including the vote to approve payment of the Town's bills. The Council tabled the matter until it could be addressed at a special meeting scheduled for the following week, on Monday, October 19, 2026. The Council approved the payment of October's bills at the special meeting. Since the action was taken without specific statutory authority, staff requests that the Council ratify the action at this regular meeting.

Staff Contact(s): Stephanie Fields, Town Clerk
Ian Shealy, Mayor

Town of Yacolt
Request for Council Action

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

Name: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Council Approval for Sprinkler System at Ballfields

Proposed Meeting Date: November 9, 2026

Action Requested of Council: Review plan presented by NCLL; approve for them to go forward with permitting and completing project.

Proposed Motion: "I move that NCLL be given permission from Council to move forward with permitting and installing the sprinkler system in Fields 2 and 3, per the plan they presented tonight."

Summary/Background: NCLL has wanted to install a good sprinkler system at the Ballfields for several years. They have lined up a contractor and would like to proceed with the project this winter. Per the Agreement they have with the Town, they must have Council's approval before installing any new facilities/infrastructure. (They may also wish to make repairs to the sprinklers which were previously installed in Field 4, while they are working on this project.) Matt Hust and Amanda Schaut will present their plan at tonight's meeting. Below is their proposal and sprinkler location diagrams for Fields 2 and 3.

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

Mayor Ian Shealy
mayor@townofyacolt.com

NCLL
721 NORTH AMBOY AVENUE
YACOLT, WASHINGTON 98675

Sales: Matthew Hust

Irrigation System | 721 North Amboy Avenue | NCLL | Design-Build
721 North Amboy Avenue Yacolt, Washington 98675

Est ID: EST6680762
Date: Oct-09-2026

Irrigation System Installation $19,999.99

An irrigation system installed by Songbird Landscape is built to meet the watering needs of your plants, trees, and turf with precision and efficiency for years to come. Your professionally installed and warranty-backed watering system saves you time and money: custom watering schedules to suit your schedule, optimal area coverage to maximize uniform coverage and minimize waste, all without the need to hand water or worry about hoses in your yard.

Your project will be completed in the following steps:

1. Design system: Available gallons per minute (gpms), water pressure measured per square inch (PSI), shape, area, and lawn/plants unique needs are all determining factors into the system.
    1. Use schedule40 PVC or PEX from main-line connection to double check valve (backflow). Use schedule40 PVC from the double check valve to the manifold(s). Always begin with largest pipe size called for in the design and decrease 1/4" pipe size every 100 linear feet of laid pipe. All threaded attachments require 4 wraps of thread tape covering all threads.
2. Once the design is complete, installation can commence.
    1. Call 811 - locate to mark any power and utilities in the area to be worked in. Do not begin trenching until location services are completed.
    2. Identify main water line and install a T and ball valve so that the new irrigation system can be hooked up to water when ready without disturbing the water needs of the home or facility.
    3. Install a brass double check valve (AKA Backflow) in the main supply line for the irrigation system. This should be in an easily accessible area. Backflow should be encased in two 12"X24" valve boxes so that the valves has a 12" void above and below it.
    4. Mark where the sprinkler heads and valve box(s) will be with colored flags coordinated with the zones they belong in.
    5. Begin excavation:
        1. Dig out the area for the solenoid valve manifold(s)
        2. **Trench 8-12" deep and 4" wide** for the PVC pipe up to each flag.
        3. If tunneling under driveways, walkways, or other permanent structures, tunneling must be a

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minimum of 24" below grade and a 3" Sched40 PVC sleeve must be installed.

4. Remove any obstructions from trenches: large rocks, roots, buried debris.

6. Build the manifold(s) and lay wire from manifolds to the control box.
7. Lay pipe, fittings, and sprinkler assemblies above ground along the trench(s) where they will go. Only lay out the material you will be able to install before leaving the job site.
8. Beginning with the longest zone, wet assemble PVC pipe using **724 pipe glue** on the joining surfaces—male and female ends—of pipe and fittings working from the furthest point back to the manifold placing the pipe in the trench as you go. Ensure you are gluing a dry, clean surface and that no debris is getting into the pipe. PVC pipe should be joined to flexible 1/2" pipe 12"-24" from the sprinkler head position and the flex pipe should be sticking upright 12" above grade. Complete zone by attaching PVC to designated solenoid valve for that zone. Repeat this process until all zones are installed.
9. Allow zone to dry for 30 minutes.
10. Install control box and coordinate wire colors with the designated zone colors. Use black wire as the common.
11. After adequate dry time, flush each zone by running water through it one zone at a time. Check for and repair any leaks at this time.
12. Install sprinkler heads with threaded attachments.
13. Run/test system from control box and ensure sprinkler heads are set so that the desired watering area is covered. Sprinklers should **never** hit a permanent structure such as house, patio, gazebo, walkway or driveway. Some drift is expected and acceptable.
14. Program the box and leave a hardcopy of the program in the control box.
    1. Program A: For new sod, seed, or during heat waves. 2-4" per week.
    2. Program B: Maintenance watering for cool seasons. 1-2" per week.

Subtotal	**$19,999.99**
Taxes	**$0.00**
Estimate Total	**$19,999.99**

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Payment Schedule:

- 10% down to secure services
- 50% payment for project launch and materials
- Remaining balance at project completion

Procedure for Extra Work and Changes

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If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars ($1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars ($1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.

- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed form rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete.

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Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).

- Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warrantees provided by the Contractor.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Contractor: _____ **Client:** _____

Matthew Hust

Signature Date: 10/09/2026 **Signature Date:** 10/09/2026

Email: office@songbirdlandscape.com

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44' 15/16"
101' 1 1/16"
43' 11 11/16"
117' 1/4"
138' 9/16"
34' 5 1/2"
49' 3 15/16"
48' 1/2"
1/8' 2 1/2"
37' 11 13/16"
11' 5/8"
15' 1 1/4"
10' 7 7/8"
Quick Coupler
52' 6 7/8"
54' 15/16"
202
Irrigation
Control
Rachio 16
Station

atellite

Main Supply

Irrigation Controller Rachio 16 Station

202

W Christy St

Calculate

Irrigation Control Rachio 16 Station

Town of Yacolt
Agenda Request

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

Name: Clerk Fields

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Status of Closing on Real Estate Transactions

Proposed Meeting Date: November 9, 2026

Action Requested of Council: None; Update Only

Proposed Motion: None; Update Only

Summary/ Background: Clerk Fields and Attorney Gerst will report on the status of the Town's two most recent real estate purchases:
1) Parcel #64872000, aka 206 W Cushman St
2) Parcels #66415000, 66395000, 66390000, 66380000, and 65958000, aka 509 W Cushman St. (Yacolt's new Community Center)

Staff Contact(s): Clerk Fields
clerk@townofyacolt.com
(360) 686-3922

Town of Yacolt
Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Resolution #648 re: Purchase of Backhoe from Clark County Public Works

Proposed Meeting Date: November 9, 2026

Action Requested of Council: Adopt Resolution #648, approving the purchase of the below-described backhoe from Clark County Public Works.

Proposed Motion: "I move that the Town adopts Resolution #648, authorizing the purchase of a used 2014 Caterpillar 420F 4WD Backhoe with accessories from Clark County for $22,950 including delivery."

Summary/Background: The Town's Public Works department has identified the need to replace its backhoe which is in poor condition and unsafe to operate. After doing market research on comparables, Public Works Director Terry Gardner negotiated this very favorable deal with Clark County Public Works. The attached Resolution also gives authority for the Town to sell its old backhoe.

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

Mayor Ian Shealy
mayor@townofyacolt.com

(360) 686-3922

DRAFT Resolution #648

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, APPROVING THE PURCHASE OF A USED 2014 CAT 420F BACKHOE WITH ACCESSORIES; WAIVING COMPETITIVE BIDDING REQUIREMENTS PURSUANT TO RCW 39.04.280(1)(b); AUTHORIZING SUCH APPROPRIATIONS, CONTRACTS AND/OR PAYMENTS AS MAY BE NECESSARY TO COMPLETE THE PURCHASE; AND AUTHORIZING THE TOWN TO SELL THE OLD BACKHOE IT CURRENTLY OWNS.

Whereas, the Town of Yacolt, (hereafter "*Town*" or "*Yacolt*"), is a Washington Municipality as defined in RCW 39.04.010, and is subject to the requirements of RCW 39.04 and RCW 35.23.352 with respect to procurement practices;

Whereas, the Town maintains vehicles and equipment used by the Public Works Department for the maintenance of streets, roads, parks, drainage and stormwater facilities;

Whereas, the Town's Public Works Department maintains its facilities and performs functions which often require the use of a backhoe, especially for stormwater facility maintenance;

Whereas, the Town's current backhoe is in such a state of disrepair and unsafe conditions that it would cost more to repair it than the machine may be worth;

Whereas, the Public Works Director has researched the availability and prices of used backhoes that would potentially be affordable by the Town and in reasonably good condition, with features and specifications that would allow the performance of tasks which the Town's Public Works department regularly needs to perform;

Whereas, the Town Public Works Director identified a used street sweeper for sale from Clark County Public Works as being a unique and favorable opportunity for the Town. The backhoe is a 2014 4WD Caterpillar (CAT) 420F, with a fully enclosed cab with heat and air conditioning, a front bucket, a rear scoop, and several other attachments, and has just 3800 hours on it. Clark County has offered the unit to the Town for just $22,950, including taxes and delivery. The backhoe was inspected and tested by the Town's Public Works staff and appears to be in very good working condition, and appears likely to provide trouble-free service to the Town for years to come;

Whereas, the Public Works Director, after a diligent nationwide search of affordable backhoes, concluded that backhoes with comparable specifications routinely cost more than $300,000 when new, and when used typically cost between $40,000 and $80,000. Thus, the County's CAT 420F is the only used backhoe available that met all specifications that the Town has regarding this purchase at a price deemed to be affordable by the Town;

Whereas, the Public Works Director has exercised diligence that included reviewing the

purchase prices for new and used backhoes with similar capabilities to determine market prices, searching and inquiring about the availability of similar used equipment, and contacting numerous dealers and sellers of such equipment to ultimately determine that the purchase price of Clark County's CAT 420F is substantially below market value;

Whereas, pursuant to RCW 35.23.352(7), Washington State law requires the Town to engage in competitive bidding for the purchase of equipment where the cost exceeds $7,500.00;

Whereas, pursuant to RCW 35.23.352(10), the Town may waive competitive bidding requirements if an exemption contained in RCW 39.04.280 applies to the purchase;

Whereas, RCW 39.04.280(1)(b) allows municipalities to waive competitive bidding procedures by resolution for purchases involving special facilities or market conditions, which are typically limited to good deals that are available for a short time, such as a very good price on an exceptional piece of used equipment;

Whereas, due to market conditions for new and used backhoes, conducting an open competitive bidding process would require the Town to expend considerable time and expense to develop and implement significant bidder qualification and evaluation criteria with little likelihood that the bidder criteria and equipment specifications would result in the most qualified vendors being a low bidder for a used backhoe at a price, with the features, and in a condition that would be acceptable to the Town Council;

Whereas, the Town Council finds it necessary and beneficial to purchase the 2014 CAT 420F to further the best interests of the Town by more safely, efficiently and effectively performing essential public services;

Whereas, the Town Council, at its public Council meeting held on November 9, 2026, directed the Public Works Director to make arrangements for the purchase and delivery of the backhoe for $22,950.00;

Whereas, the Town's Stormwater Fund #403 has ample funds available to make this purchase already has appropriations made for a project which will not be taking place after all this year, so the Town Council wishes to reappropriate $30,000 from that project to pay for this backhoe instead, as a capital equipment purchase;

Whereas, the Town Council approves appropriations for this purchase out of its Stormwater #403 fund; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 9th day of November, 2026, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

Section 1 – **Recitals**: Each and every recital set forth above is adopted as a legislative finding of the Town Council for purposes of this Resolution and the authorizations described herein.

Section 2 – Special Market Conditions: In addition to the legislative findings described above, the Town Council hereby finds the following facts relating to the special market conditions that exist for the purchase of the specified Backhoe:

a). Clark County Public Works is willing to sell to the Town of Yacolt one used 2014 CAT 420F Backhoe with accessories for the price of $22,950.00, and will ship the backhoe at no charge to Yacolt;

b). The price of the Backhoe is extremely favorable to the Town of Yacolt in light of the functions and condition of the equipment;

c). The Backhoe is intended to address a number of specific ongoing projects within the Town, and is suitable to the unique needs of the Town's Public Works Department;

d). The Backhoe may be sold by the seller to another purchaser before the Town could complete a formal competitive bidding process;

e). No other Backhoe has been found that meets the needs and budget of the Town at this time; and,

f). The Town Council finds that special market conditions under RCW 39.04.280(1)(b) exist with respect to the Backhoe.

Section 3 – **Waiver of Competitive Bidding Requirements**: Based upon its findings, and pursuant to RCW 39.04.280(l)(b), any competitive bidding requirements of the Town of Yacolt that may apply are hereby waived with respect to the acquisition of the Backhoe from Clark County Public Works. The Town Council finds such waiver is reasonable and necessary due to the market conditions set forth above.

Section 4 – Purchase Approved: The Town Council hereby approves the purchase of one (1) used 2014 Caterpillar 420F with accessories from Clark County in the amount of $22,950.00 including shipping the equipment to Yacolt. The Town Clerk and Public Works Director are hereby directed to consummate the purchase, and the Mayor is authorized to sign any title or contract documents necessary to complete the purchase.

Section 5 – Sale of old backhoe authorized: The Town is hereby authorized to dispose of the old backhoe it currently owns by offering it for sale for a reasonable price.

Section 6 – Ratification and Confirmation: Any actions of the Town Council and of the Town's officers prior to the date of this Resolution and consistent with the terms of this Resolution are hereby ratified and confirmed.

Section 7 – Severability: If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, the remaining portion of this Resolution shall remain in full force and effect.

Section 8 – Effective Date: This Resolution shall take effect immediately upon adoption.

RESOLVED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 9th day of November, 2026.

TOWN OF YACOLT

_____
Ian Shealy, Mayor

Attest:

_____
Stephanie Fields, Town Clerk

Approved as to Form:

_____
Brian Gerst, Town Attorney

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

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #648 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, APPROVING THE PURCHASE OF A USED 2014 CAT 420F BACKHOE WITH ACCESSORIES; WAIVING COMPETITIVE BIDDING REQUIREMENTS PURSUANT TO RCW 39.04.280(1)(b); AUTHORIZING SUCH APPROPRIATIONS, CONTRACTS AND/OR PAYMENTS AS MAY BE NECESSARY TO COMPLETE THE PURCHASE; AND AUTHORIZING THE TOWN TO SELL THE OLD BACKHOE IT CURRENTLY OWNS" as approved according to law by the Town Council on the date therein mentioned.

The Resolution [___] has / [___] has not been published.

Attest:

_____
Stephanie Fields, Town Clerk

Published: _____
Effective Date: November 9, 2026
Resolution Number: 648

2014 CATERPILLAR 420F



USD **$64,000**

Machine Location: 1815 E Hicks Field Fort Worth, Texas 76179

Seller Information

Americ Machinery Corporation

Contact: Brian Leslie

Phone: **(817) 308-5731**

Fort Worth, Texas 76179

Visit Our Website

(817) 308-5731



Hide Thumbnails

Description

EROPS, A/C, Heat, 4WD, Aux Hyd, Extendahoe, Pilot Control, 4in1 Bucket, 24" Bucket. Ex-County machine, fully serviced. CALL BRIAN FOR DETAILS

Specifications

Year	2014	**Manufacturer**	CATERPILLAR
Model	420F	**Hours**	2,320
Condition	Used	**Stock Number**	10533
Hours Meter	Accurate / Verified	**Back Bucket Width**	24 in
Front Bucket Width	90 in	**Extend A Hoe**	Yes
Outriggers	Yes	**Back Auxiliary Hydraulics**	Yes
Front Auxiliary Hydraulics	Yes	**ROPS**	Enclosed
Operator Controls	Excavator Style	**A/C**	Yes
A/C Condition	Good	**Heater**	Yes
Drive	4WD		

2014 CATERPILLAR 420F



USD **$58,000**

Machine Location: 11640 Gateway Blvd E El Paso, Texas 79927

Seller Information

Fallsway Equipment Co

Contact: Francisco Alvidrez

Phone: (915) 701-3341

El Paso, Texas 79927

(915) 701-3341



Hide Thumbnails

Description

Cab/Air. Extendahoe. Rear Aux Hydraulics. 12 Inch Digging Bucket. Pilot Controls. 4x4. Front GP Bucket. Front Rubber: 12.5/80-18. Rear: 19.5L-24.

Specifications

Year	2014	**Manufacturer**	CATERPILLAR
Model	420F	**Hours**	5,345
Serial Number	CAT0420FASKR03881	**Condition**	Used
Stock Number	PU1256/RT00377	**ROPS**	Enclosed
Drive	4WD		

Show As Paragraph

2014 CATERPILLAR 420F IT

USD **$55,000**

Machine Location: 42050 Amery Ave Harris, Minnesota 55032



Seller Information

LARSON IMPLEMENT

Contact: Paul Swenson

Phone: (763) 689-1179

Harris, Minnesota 55032

Visit Our Website

(763) 689-1179



Hide Thumbnails

Description

Cab air, 4X4, ride control, 94" front quick tach bucket, front auxilary hyd., extenda hoe, rear aux. hyd, 30 inch rear bucket manual quick tach, new 12.5X18 front tires, 21LX24 rear tires very nice well equipped hoe.Forks available for $1500 extra

Specifications

Year	2014	**Manufacturer**	CATERPILLAR
Model	420F IT	**Hours**	5,043
Condition	Used	**Extend A Hoe**	Yes
Outriggers	Yes	**Back Auxiliary Hydraulics**	Yes

2014 CATERPILLAR 420F IT

USD **$44,500**



Machine Location: 313 Durham Ave South Plainfield, New Jersey 07080

Seller Information

DURABLE UNDERCARRIAGE CO INC

Contact: Michael Enos

Phone: (908) 561-1514

SOUTH PLAINFIELD, New Jersey 07080

Visit Our Website

(908) 561-1514



Hide Thumbnails

Description

4x4, E-hoe, Front Coupler, Front and Rear Auxiliary Hydraulics

Specifications

Year	2014	**Manufacturer**	CATERPILLAR
Model	420F IT	**Hours**	11,859
Serial Number	CAT0420FHJWJ02457	**Condition**	Used
Extend A Hoe	Yes	**Back Auxiliary Hydraulics**	Yes

2001 CATERPILLAR 420D



USD **$40,000**

Machine Location: N/A Seattle, Washington 98138

Seller Information

Tractor & Equipment Co.

Contact: Ask for Sales

Phone: **(406) 205-2458**

Billings, Montana 59107

(406) 205-2458



Hide Thumbnails

Description

Online Owner's Manual SPACERS AND CHAINS FOR ALL TIRES As Is: AS EQUIPPED 24" Bucket Equipment-certification-code: NCR 12" Bucket 36" Bucket

Specifications

Year	2001	**Manufacturer**	CATERPILLAR
Model	420D	**Hours**	5,500
Serial Number	FDP02360	**Condition**	Used
Stock Number	X26G0621		

Show As Paragraph

Inspection Information

GENERAL CONDITION

Machine Starts and is Operable	Yes	**Tires are Aired Up and Drivable**	Yes

GENERAL APPEARANCE

Notes - GENERAL APPEARANCE	Normal exterior paint wear- front grill dent-dings

SAFETY ITEMS

ROPS	Yes

OPERATOR STATION

Notes - GAUGES, OPERATOR STATION, CONSOLE	Normal interior wear for age- sun fade- worn switches and controls- seat and arm rest wear normal. Foot throttle return and steering column tilt are at svc limit.

ENGINE

Knocking	No	**Water in Oil**	No
Engine Oil Level / Condition	Good	**Operating Condition - ENGINE**	Fair
Notes - ENGINE	several lower end seeps	**Operating Condition - ENGINE Comments**	-cold started normal- normal power under load.

COOLING SYSTEM

Coolant Leaks	No	**Hoses / Tubes**	Fair
Radiator	Good		

ELECTRICAL, STARTING AND CHARGING SYSTEM

Batteries / Cables / Master Disconnect	Good	**Starter**	Good
Work Lights	Good		

TRANSMISSION

Transmission - Noisy	No	**Case**	Good
Operating Condition - TRANSMISSION	Good	**Notes - TRANSMISSION**	shifted normal in all ranges- several seal and line seeps

STEERING

Front Axle - STEERING	Fair	**Lines / Fittings - STEERING**	Fair
Steering Cylinder	Fair	**Steering Linkage**	Fair
Tie Rods / Rod Ends	Poor	**Notes - STEERING**	See photos- several seals seep- tie rod grease seals worn out.

BRAKE

Parking Brake Operation	Fair	**Service Brake Operation**	Fair
Parking Brake Operation Comments	normal wear	**Service Brake Operation Comments**	Chatter during application

HYDRAULICS

Notes - HYDRAULICS	Normal cycle times. See photos- several seal// line/ fitting seeps.

BOOM & STICK

Boom	Fair	**Boom Pins & Bushings**	Fair
E Stick Condition	Fair	**Outriggers**	Fair
Stick	Good	**Stick Pins & Bushings**	Fair
Notes - BOOM & STICK	See photos- the left boom arch has minor weld crack- normal pin/ bushing wear for age. Left stabilizer pin worn.		

FRONT BUCKET

Front Bucket Notes	Normal wear for age

REAR BUCKET

Notes - REAR BUCKET Normal wear for age

AXLES / FINAL DRIVES

Differential Lock / Operation	Good	**Differentials**	Good
Drive Shaft	Good	**Four Wheel Drive Operation**	Good
Front Axle	Good	**Front Final Drives**	Good
Rear Axle	Good	**Rear Final Drives**	Good
Wheel Lugs & Rims	Good		

TIRES

Notes - TIRES	All four tires are recent new- see photos.

COMMENTS, MISC. REPAIRS, GENERAL REMARKS

comment 1	Consignment available for further inspection by appointment in S Central Montana

Show As Paragraph

Town of Yacolt
Request for Council Action

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

Name: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Continued Discussion re: Finalizing Personnel Policies and Procedures Manual Update

Proposed Meeting Date: November 9, 2026

Action Requested of Council: Continue review and discussion of the Personnel Policies and Procedures Manual; make any final changes/edits, so that an Ordinance can be brought to the December Council meeting to be adopted along with the Code changes it affects.

Proposed Motion: "I move that the Clerk drafts an Ordinance regarding the new revision of the Personnel Policies and Procedures Manual and Code changes it affects, to be presented for adoption at the December 14th Council meeting."

Summary/Background: The State of Washington recommends revision of personnel policies every five years. Early in 2026, the council began discussing both ministerial and budget-affecting revisions to the existing manual, to better align with the Town's staffing and practical operations. In April, Council decided to pause these discussions and bring them up during budget workshops, beginning in August. A lot of changes have been proposed and incorporated into the attached draft. Some of those changes also affect the Town's Municipal Code. Since they do, an Ordinance will need to be drafted to adopt the new PPP Manual and Code changes. Once the Council is satisfied with the final PPP Manual revisions, the Clerk can then draft that Ordinance. Code changes affected involve: Hours of operation, legal holidays observed, waiving/donating salaries, and Personnel Manual adoption date.

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

Mayor Ian Shealy
mayor@townofyacolt.com

(360) 686-3922

TOWN OF YACOLT

PERSONNEL POLICIES & PROCEDURES MANUAL

PREAMBLE

The provisions of this Personnel Policies & Procedures Manual are intended for informational purposes only and are neither a contract nor a promise of how the Town will address a particular situation. They are intended to be illustrative and the Town reserves the right to deviate from these policies in the event of an emergency, the need to preserve public confidence, or for the convenience of the employer when necessary to preserve the efficient administration of the Town. The Town also reserves the right to amend these policies at its sole discretion.

DATES OF ADOPTION AND REVISIONS

This Manual has an original adoption date at which time the policy took effect. It is sometimes necessary to revise or update the Manual. When using this Manual, please be sure that you are referring to the most current policy information. The date of adoption of this Manual is located in the lower right corner of each page of the Manual. If you are not able to determine whether policy information is current, please contact the Town Clerk or the Mayor.

This version of the Town of Yacolt Personnel Policies & Procedures Manual was adopted by the Yacolt Town Council by Ordinance #~~585~~ ___ on ~~April 12, 2021~~ _____.

TOWN OF YACOLT
PERSONNEL POLICIES & PROCEDURES MANUAL

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CHAPTER 1
PURPOSE AND SCOPE

1.1 INTRODUCTION

These personnel policies serve as a general guide to the Town's current employment practices and procedures. As such, the Town hopes they will help you better understand how the Town operates and what is expected of you as an employee. These policies also describe what the Town provides to you in terms of compensation, benefits, and other support, though these statements are general statements of Town of Yacolt policy and should not be read as including the details of each policy.

This Manual should not be interpreted as forming an express or implied contract or promise that the policies discussed in it will be applied in all cases. The Town of Yacolt may add to the policies in the Manual, revoke, or modify them from time to time. The Town will try to keep the Manual current, but there may be times when policy will change before this material can be revised. The Town has sole discretion to unilaterally make changes to the policies described in this Manual without prior notice.

These personnel policies shall apply to all Town employees. They shall not apply to elected officials, the Mayor, or independent contractors.

You must read these policies. If you have any questions, please ask your supervisor or the Mayor.

1.2 INTENT OF POLICIES

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or as a guarantee of employment for any specific duration. The employer has sole discretion whether to apply handbook policies in a particular case. The Town can and will exercise flexibility and discretion with regard to the policies described in this manual, and to act apart from any procedures described herein. The Town has the right to completely disregard the contents of this policy.

UNLESS SPECIFIC RIGHTS ARE GRANTED TO YOU IN EMPLOYMENT CONTRACTS, CIVIL SERVICE RULES, OR ELSEWHERE, ALL EMPLOYEES OF THE TOWN ARE CONSIDERED AT-WILL EMPLOYEES AND EITHER PARTY MAY TERMINATE THE RELATIONSHIP ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE.

No supervisor, manager, or representative of the Town other than the Mayor, in writing and with the Town Council's approval, has the authority to enter into any agreement with you for employment for any specific period or to make any written or verbal commitments contrary to the foregoing.

1.3 SCOPE OF POLICIES

These personnel policies apply to all Town employees. In cases where these policies conflict with any Town ordinance, Civil Service rules and regulations, the provisions of a collective bargaining agreement, or state or federal law, the terms of that law or agreement prevail. In all other cases, these policies apply.

1.4 CHANGING THE POLICIES

The Town Council may modify, amend or revise these policies and procedures at any time consistent with needs of the Town as determined by the Council. Notice of any such modification, amendments and revisions shall be given to each Town employee.

As the need arises, the Mayor may also modify these policies, except that the Town Council shall enact any changes in compensation or benefit levels by ordinance. The Mayor may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary mission of serving the Town's citizens. Employees may request specific changes to these policies by submitting suggestions to the Mayor or Town Council.

1.5 EMPLOYMENT AGREEMENTS

The Town of Yacolt may execute written employment agreements with certain employees. The Mayor, with Town Council approval, is the only representative authorized to enter into a written employment agreement on behalf of the Town with any employee. Employees are encouraged to review carefully any employment agreement and to consult with legal counsel if necessary to understand the terms of the agreement.

Written employment agreements normally will set out the significant terms and conditions of an individual's employment. These terms and conditions may generally include:

(a) The length of time that the agreement will last and how, if at all, it can be renewed;

(b) The job title, duties, and description, reserving to the Town of Yacolt the right to change the employee's duties as the Town of Yacolt's interests require;

(c) The frequency of salary adjustments and reviews;

(d) Any other provisions relating to vacation, sick leave, retirement, Social Security contributions, holidays, other benefits, working conditions, and insurance benefits; and,

(e) Provisions for the termination of employment.

1.6 DEFINITIONS

Exempt Employee: An exempt employee is exempt from the provisions of the Fair Labor Standards Act and is not entitled to overtime payments. Exempt employees typically are paid on a salary basis and include administrative, executive, and professional employees.

Hourly Rate of Pay: An employee's normal hourly rate of pay, or, if the employee is salaried, such employee's monthly salary, exclusive of pay for overtime, multiplied by twelve and the product thereof divided by 2080.

Immediate Family: Includes the employee's spouse, domestic partner, child, parent, brother or sister, mother or father-in-law, son or daughter-in-law, grandparent, grandchild, or other relative who lives in the employee's home.

Non-exempt Employee: A non-exempt employee generally is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act and is typically paid either on an hourly or salary basis.

Regular Full-Time Employee: An employee who has successfully completed a trial period as defined in these policies and who regularly works a minimum of thirty-two (32) hours a week and is hired for an indefinite period of time. A full-time employee may be classified as either exempt or non-exempt.

Regular Part-Time Employee: An employee who has successfully completed a trial period as defined in these policies and who regularly works less than thirty-two (32) but at least twenty (20) hours a week for an indefinite period of time. A part-time employee may be classified as either exempt or non-exempt. Regular part-time employees are eligible for some prorated benefits.

Temporary Employees: Employees who hold jobs of limited duration due to special projects, abnormal work loads, seasonal needs (Seasonal Employees), or emergencies. Temporary employees are not eligible for Town benefits unless authorized by the Mayor and Town Council.

Trial Employees: Employees who have not yet completed their trial period in a regular position and who have not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include trial employees.

[*This space intentionally left blank.*]

CHAPTER 2
GENERAL POLICIES AND PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Town is an equal employment opportunity employer. The Town employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of job-related qualifications and competence. These policies and all employment practices shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, sexual orientation, political ideology, or disability.

2.2 DISABILITY AND MEDICAL CONDITION DISCRIMINATION PROHIBITED

The Town will not discriminate against qualified applicants or employees with a sensory, physical, or mental disability, or medical condition or diagnosis, unless the disability or condition cannot be reasonably accommodated without undue hardship to the Town, prevents proper performance of an essential element of the job, or poses a risk to themselves or co-workers.

2.3 ANTI-HARASSMENT POLICY

It is the Town's policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the Town will not tolerate harassment of any kind that is made by employees toward co-workers or members of the public. Employees are expected to show respect for each other and the public at all times, despite individual differences.

Harassment is defined as unwelcome verbal or physical conduct directed toward or relating to a person on the basis of the person's race, creed, color, national origin, age, religion, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability where the conduct is sufficiently pervasive and severe as to alter the terms or conditions of employment. Such conduct may take many forms including unwelcome slurs, comments, jokes, touching, innuendo, gestures, displays or transmissions of materials, and other similar conduct. Employees who engage in harassment will be subject to discipline, up to and including termination of employment.

2.4 SEXUAL HARASSMENT PROHIBITED

Sexual harassment is a form of sex discrimination and is illegal. Sexual harassment is also inappropriate and offensive and will not be tolerated by the Town sexual harassment is behavior of a sexual nature that is unwelcome. Examples of sexual harassment include verbal behavior such as unwanted sexual comments, suggestions, jokes, or pressure for sexual favors; non-verbal behavior such as suggestive looks and leering; and physical behavior such as pats, squeezes, or repeatedly brushing against someone's body. Other conduct also may constitute sexual harassment depending upon given facts and circumstances.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct constitute sexual harassment when:

- It is part of a manager's or supervisor's decision to hire or fire;
- It is used to make other employment decisions like pay, promotion, or job assignments; or,
- It creates an intimidating, hostile, or offensive work environment.

Employees engaging in improper harassment are subject to discipline, including termination.

2.5 DISCRIMINATION COMPLAINT PROCEDURE

Each employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers and others, including the citizens they serve. The following procedure outlines the steps to follow if you believe you have experienced harassment or discrimination on the job.

Should you believe that you have been harassed or are the victim of discrimination, you should try, if possible, to identify the offensive behavior to the harasser and request that it stop. In the event such informal direct communication is either ineffective or impossible, you should discuss your concern immediately with the Mayor or a supervisor. No employee will suffer retaliation for reporting such concern. To the extent possible, complaints will be handled confidentially.

If an investigation shows the accused employee did engage in improper harassment or discrimination, appropriate action will be taken, as in the case of any other serious employee misconduct. Such actions may include warnings, verbal and/or written reprimands, a letter to the employee's file or, an employee transfer, demotion, suspension or termination. Employees may additionally be required to participate in appropriate training.

2.6 EMPLOYEE PERSONNEL RECORDS

A personnel file for each employee is kept in the Mayor's office. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information. Medical information about employees is contained in a separate confidential file.

Employees have the right to review their files. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the Town denies an employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.

Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request for specific information, unless such disclosure is required by the Public Records Act or other legal mandate.

2.7 EMPLOYMENT REFERENCES

Only the Mayor will provide employment references on current or former Town employees. References will be limited to verification of employment and salary unless the employee has completed a written waiver and release.

[*This space intentionally left blank*.]

CHAPTER 3
RECRUITING AND HIRING

3.1 RECRUITING

Recruiting practices are conducted solely on the basis of ability, merit, qualifications, and competence, without regard to race, color, religion, national origin, sex, marital status, pregnancy, physical handicap, disability, age, medical condition or diagnosis, sexual orientation, or political ideology.

Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the Town's official application.

Any applicant supplying false or misleading information is subject to immediate termination, if hired.

3.2 HIRING

When a position becomes vacant and prior to any posting or advertisement of the vacancy, the Mayor shall review the position, its job description, and the need for such a position. The position ~~will~~ may be posted and/or advertised only after the Mayor has approved the request.

The Town may administer pre-employment examinations to test the qualifications and ability of applicants as determined necessary or appropriate by the Town to competitively rate the candidates or to establish proficiency or knowledge at a predetermined level. All candidates for similar positions shall be tested uniformly. Test materials may be procured from reliable outside sources or may be developed by or on behalf of the Town. The Town may contract with any agency or individual to prepare and/or administer examinations. The Town may also conduct certain background procedures to determine if the applicant is qualified for the position. These background procedures may include, for example, a criminal record check or credit check.

The Mayor or a personnel hiring committee shall conduct interviews of candidates when deemed necessary or desirable, to elicit pertinent information or to assist in evaluating or rating candidates.

Residency within the Town shall not be a condition of employment; provided, however, that an employee's selection of residence shall not interfere with daily performance of his/her duties and responsibilities.

Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid Washington State driver's license with any necessary endorsements. Driving records of applicants may be checked. Applicants with poor driving records, as determined by the Town, may be disqualified for employment with the Town in positions requiring driving.

After an offer of employment has been made and prior to commencement of employment, the Town may require persons selected for employment to successfully pass a medical examination, which may include testing for alcohol and controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety, or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination. A candidate may be disqualified from consideration if: (1) found physically unable to perform the duties of the position (and the individual's condition cannot reasonably be accommodated in the workplace without undue hardship to the Town); (2) the candidate refuses to submit to a medical examination or complete medical history forms; or (3) if the exam reveals use of alcohol and or controlled substances.

3.3 TEMPORARY EMPLOYEES

The Town may use temporary employees to temporarily replace regular employees who are on vacation or other leave, to meet peak work load needs, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

Compensation/Benefits: Temporary employees are eligible for overtime pay as required by law. Temporary employees may accrue and use paid sick leave in accordance with the Town's sick leave policy, Section 8.2. Temporary employees normally do not receive retirement, vacation, health insurance, paid holidays, or any other benefits during their employment.

Temporary employees pay contributions to the Social Security system, as does the Town on their behalf. Temporary employees will normally not be enrolled in the state PERS retirement system, although there are a few exceptions depending on PERS eligibility criteria.

3.4 TRIAL PERIOD

Upon hire or appointment, all employees enter a trial period that is considered an integral part of the selection and evaluation process. The trial period is designed to give the employee time to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate.

The normal trial period is ~~six months~~ ninety (90) days from the employee's date of hire, rehire, or promotion. The Mayor may authorize an extension to extend the trial period for up to an additional six (6) months. An extension may be granted due to circumstances such as an extended illness or a continued need to evaluate an employee's performance.

Once the trial period is successfully completed, the employee may be certified to regular employment status. Satisfactory completion of the trial period does not create an employment contract or guarantee employment with the Town for a specified duration. The terms of Chapter 1.2 of this Personnel Policy & Procedures Manual remain in full force and effect, regardless of

whether an employee has completed a trial period of employment with the Town. Nothing in this Chapter 3 is designed or intended to change the "at will" nature of the employment relationship.

Use of Sick Leave/Vacation/Other Benefits During Trial Period: Trial employees accrue paid sick leave upon the commencement of employment. Trial employees may use their accrued sick leave beginning on the 90th day after commencement of employment. (For additional information regarding paid sick leave, see Section 8.2.) Trial employees may not use earned Vacation or Personal Holiday time until they have successfully completed their trial period. Health insurance and other benefits may be provided to employees during a Trial Period as described in Chapter 7 and Chapter 8 of these Policies.

3.5 EMPLOYMENT OF RELATIVES (NEPOTISM)

The Immediate Family of current Town employees or elected officials will not be employed by the Town where:

(1) One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;

(2) One party would handle confidential material which may create the appearance of improper or inappropriate access to that material by the other;

(3) One party would be responsible for auditing the work of the other;

(4) The employment would create either a direct or indirect supervisor/subordinate relationship with the family member; or,

(5) Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the Town.

Change in Circumstances: If two employees marry, become Immediate Family members or begin living together as domestic partners, and in the Town's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the Town, unless reasonable accommodations, as determined by the Mayor, can be made to eliminate the potential problem. The decision as to which employee will remain with the Town must be made by the two employees within thirty (30) calendar days of the date they marry, become Immediate Family members, or begin sharing living quarters with each other. If no decision is made during this time, the Town reserves the right to terminate either employee.

Temporary Employees: This policy may be suspended with respect to Temporary Employees hired during times of abnormal workloads or emergency situations that justify a relaxation of the policy in the judgment of the Mayor or Town Council.

3.6 PROMOTIONS

The Town encourages promotion from within the organization whenever possible. All openings will be posted so that employees may become aware of opportunities and apply for positions in which they are interested and qualified.

Before advertising a position to the general public, the Mayor may choose to circulate a promotional opportunity within the Town.

The Town reserves the right to seek qualified applicants outside of the organization at its discretion.

New Trial Period: After promotion to a new position, a new trial period of up to six (6) months must be completed, unless waived, reduced or extended by the Mayor. The new trial period will not affect the employee's accrual and use of employee benefits and leaves. If the employee's performance in the new position is unsatisfactory to the Mayor, the employee may request transfer back to the employee's previous position. The Mayor may approve the requested transfer or terminate the employee if, in the Mayor's opinion, termination serves the bests interests of the Town.

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CHAPTER 4
HOURS AND ATTENDANCE

4.1 WORKING HOURS

A normal working schedule for regular, full-time employees consists of ~~forty (~~32-40~~)~~ hours each workweek. Employees are not paid during their lunch break.

Administrative employees will normally work 8-hour shifts during the Town Hall's ~~open~~ business hours, 9am-5pm. Due to the nature of the Town's operations, longer hours may be necessary in some instances. Different work schedules may be established by the Town to meet job assignments and provide necessary Town services. Each employee's supervisor will advise the employee regarding his/her specific working hours.

Public Works employees may work an alternate shift. Different work schedules~~, such as in the case of police and fire employees,~~ may be established by the Town to meet job assignments and provide necessary Town services. Due to the nature of the Town's operations, longer hours may be necessary in some instances. Each employee's supervisor will advise the employee regarding his/her specific working hours.

Part-time and temporary employees will work hours as specified by their supervisor.

4.2 HOURS OF WORK AND OVERTIME

All Town positions are designated as either "Exempt" or "Non-exempt" according to the Fair Labor Standards Act ("FLSA") and Washington Minimum Wage Act regulations. You will be informed of your status by the Town.

For most Town employees, the established work period is forty (40) hours within a seven (7) day workweek. All personnel are responsible for accurately reporting all hours worked on forms supplied by the Town. Employees failing to accurately record time worked are subject to discipline.

Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than the maximum number of hours during a work period. All overtime must be authorized in advance by the employee's supervisor. Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked in excess of forty hours during the established work period. When computing overtime, time paid for but not worked (e.g., holidays, sick leave and vacation time), is not counted as hours worked.

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CHAPTER 5
COMPENSATION

5.1 PURPOSE

The Town designs compensation plans for its employees so that:

(1). Compensation will be nondiscriminatory;

(2). Compensation will be competitive with compensation paid for similar employment by other public and private employers;

(3). Compensation will attract, motivate and promote retention of skilled employees; and,

(4). Compensation will be appropriate to the Town of Yacolt's unique circumstances and take into consideration the Town's overall financial condition.

5.2 EMPLOYEE PAY RATES

The Town sets wages, salaries and benefit levels by Council action from time to time as the Council deems appropriate. This process is typically performed in conjunction with the Town's annual budget process. However, changes in wages, salary levels, or benefits levels may occur at any time in the discretion of the Town Council consistent with the best interests of the Town, as determined by the Council.

The Mayor may propose and the Town Council may grant an across-the-board pay adjustment (cost-of-living increase) from time to time, raising the salaries of all positions by a specified amount.

5.3 PAY DAYS

Payroll is processed monthly, ~~on the last business day of the month,~~ to be deposited into employees' bank accounts on or by the 5th day of the following month. If a regularly scheduled payday falls on Saturday or Sunday, paychecks will be distributed on the previous Friday. If a regularly scheduled payday falls on a holiday, paychecks will be distributed on the previous regularly scheduled working day.

5.4 DEDUCTIONS

Some regular deductions from the employee's earnings are required by law. Other deductions are specifically authorized by the employee. The Town will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee.

5.5 TRAVEL AWAY FROM THE TOWN

All travel away from the Town must be approved in advance by the Mayor. If private automobiles are used, employees will be reimbursed at a rate consistent with the Town's mileage reimbursement policy.

5.6 COMPENSATORY TIME

Public employers are not required to, but may allow compensatory time off in lieu of overtime pay for hourly employees. Non-exempt employees may request compensatory time off in lieu of overtime payment. Compensatory time off must be requested by the employee and authorized by the appropriate supervisor. Compensatory time will be given at the rate of one and one half times the employee's hours worked in excess of 40 hours in a work week. Employees must use compensatory time ~~within one~~ by the end of the calendar year after ~~the month~~ the year ~~in~~ which it is earned. If not taken in that time frame, compensatory time will be converted back to hourly pay at a ratio of 1 hour of compensation time to 1 hour of compensation, (since the compensation time was increased when granted to 1.5 hours for each overtime hour worked). Compensatory time is not available for exempt employees.

5.7 TRAVEL EXPENSE REIMBURSEMENT

Town employees will be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the Town, including food, lodging, and travel expenses while away, but excluding any expenses for alcoholic beverages. Reasonable tips may also be reimbursed. For tips that are paid based on the price of a service (e.g., restaurant meals, taxi service), reimbursement will not exceed 15% of the price.

Requests for reimbursement shall include receipts and/or other acceptable documentation supporting the request for reimbursement and shall be submitted on an expense report form signed by the employee and the supervisor.

5.8 CALL-OUT PAY

When an employee responds to a call-in for an after-hours emergency, they will automatically be paid at two times their regular pay rate. At a minimum, they will be paid for two hours, even if they did not work a full two hours.

5.9 COMPENSATION UPON TERMINATION

When an employee's employment with the Town is terminated, (whether the employee is terminated, resigns or retires), the employee will receive the following compensation on the next regularly scheduled payday:

(1). Regular wages for all hours worked up to the time of termination which have

not already been paid.

(2). Any overtime and holiday pay due.

(3). A lump sum payment of any accrued but unused vacation and compensatory time.

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CHAPTER 6
PERFORMANCE EVALUATIONS AND TRAINING

6.1 PERFORMANCE EVALUATIONS

To achieve the Town's goal to train, promote, and retain the best-qualified employee for every job, the Town conducts periodic performance evaluations for all positions. The Mayor is responsible for developing and maintaining the Town's performance evaluation program. Employees are to be evaluated by their supervisors prior to completion of their trial period and usually once every 12 months thereafter.

The evaluation is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a wage ~~increase~~ adjustment, or is to be promoted, transferred, demoted, laid off, or terminated.

6.2 TRAINING POLICY

The Town seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly related to Town employment, to obtain or maintain required licenses and certifications, and to develop staff resources. Opportunities may include, but are not limited to, on-the-job training, in-house workshops, and seminars sponsored by other agencies or organizations.

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CHAPTER 7
BENEFITS

7.1 RETIREMENT BENEFITS

The Town makes contributions on behalf of all eligible employees to the Social Security system in addition to those contributions made by the employee through FICA payroll deductions.

All regular full-time and eligible part-time employees are covered under the Public Employees Retirement System (PERS). Eligibility, benefit levels and contribution rates are determined by the State of Washington.

Employees intending to retire should notify their supervisor of their intent to retire at least 3 months prior to the date of retirement.

7.2 DISABILITY BENEFITS (WORKERS' COMPENSATION)

All employees, other than police and fire employees in the LEOFF I retirement system, are covered by the State Workers' Compensation Program. This insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for workdays lost and medical costs due to job-related injuries or illnesses. All job-related accidents should be reported immediately to the supervisor.

When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Workers' Compensation. If the employee files a claim, the Town will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of Workers' Compensation benefits.

Coordination of Benefits: When the employee receives Workers' Compensation benefits, he/she is required to repay to the Town the amount covered by Workers' Compensation and previously advanced by the Town. This policy is to ensure that the employee will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account.

The Town may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if he/she will be capable of performing the duties of the position.

7.3 HEALTH INSURANCE BENEFITS

The Town of Yacolt is not required to provide its employees with medical or other health insurance benefits, but provides such benefits to qualifying employees as the Town Council

determines appropriate from time to time. Information and summaries intended to explain the Town's health insurance benefit plans will be furnished to all plan participants and beneficiaries upon hire and on a timely and continuing basis.

The Town reserves the right to modify, amend, or terminate its health and welfare benefits as they apply to all current, former, and retired employees. The Town reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees. Additionally, the administrator of any benefit plan provided by the Town typically has the authority to determine eligibility for benefits and to interpret the plan's terms.

The benefits, terms, and conditions of the Town's health insurance benefits plan, including required contributions of eligible employees, are explained in the periodic resolutions or other decisions of the Council and/or in separate plan documents. If there are conflicts between the Town's benefit plan and any third-party administrative plan documents, mandatory requirements stated in the third-party administrative plan documents shall control.

Effective Date of Coverage. All qualifying regular employees (other than Temporary Employees) are eligible to participate in the Town's health insurance benefits plan upon the completion of the employee's trial period of employment, or sooner if otherwise eligible according to the Town's then-current health insurance benefit plan. An earlier enrollment date may also be required by the Town's agreement with a third-party insurance plan carrier. Please note that the timing for enrollment of eligible employees and dependents may be limited by law or the terms of a third-party administrative agreement with an insurance plan carrier.

Definitions and Classifications

Full-Time Employees: Full-time employees are eligible for health coverage as may be described by the Town's then-current health insurance benefits plan. Full-time employees pay 10% of the premium for health, dental and vision insurance, and the Town contributes 90%. Any premium payments or contributions that are the responsibility of an employee shall be paid by the employee through payroll deduction.

Spouse/Dependent Coverage: The Town may provide a health insurance benefit as described above for spouses/cohabitating domestic partners and dependents of qualifying full-time employees under the Town's then-current health insurance benefits plan. The time for enrollment of dependents may be limited by law or the terms of third-party administrative agreements with a plan's insurance carrier. The employee's and Town's contributions toward the premium for the employee plus one dependent will be at the same proportions as the for the employee. The employee may enroll in coverage for themself and two dependents, and will then be responsible for 30% of the premium cost, with the Town paying 70%. The employee may enroll in coverage for themself and more than 2 dependents, and will be responsible for 40% of the premium cost, with the Town paying 60%. Any premium payments or contributions that are the responsibility of an employee shall be paid by the employee through payroll deduction.

Part-Time Employees: Part-time employees are subject to monthly and annual hours limitations and are generally not eligible for health coverage. ~~unless they are eligible according the Town's then-current health insurance benefits plan~~. ~~Part-time employees will be eligible for prorated contribution by the Town toward the employee's health insurance premiums, unless otherwise stated by the Town's then-current health insurance benefits plan. As of the time of this update, part-time employees pay 20% of the premium for health, dental and vision insurance, and the Town contributes 80%.~~

Temporary Employees: Temporary employees are not eligible for the Town's health insurance benefit ~~unless otherwise stated by the Town's then-current health insurance benefits plan~~.

Eligibility at the Employee's Expense: ~~Regular full-time employees, r~~ Regular part-time employees~~,~~ and ~~their~~ dependents may be eligible to participate in the Town's then-current health insurance plan. If the Town has not otherwise specifically agreed to contribute to the premiums of part-time employees or their dependents, then the employee shall be responsible for 100% of such premium payments. Any premium payments or contributions that are the responsibility of an employee shall be paid by the employee through payroll deduction.

7.4 CONTINUATION OF INSURANCE COVERAGE

Workers' Compensation Leave: An employee receiving Workers' Compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months. The Town also continues to pay for the employer's portion of any health insurance premiums, provided that the employee continues to pay their share of premiums, if any. After six (6) months, the employee's benefits shall cease unless the Mayor makes an exception based on criteria stated in Section 1.4 of these policies. The employee may continue any health care benefits by self-paying insurance premiums for the remainder of the time he/she receives Workers' Compensation benefits. The employee may be entitled to an increase in temporary total disability payments (also called "time loss") from the Department of Labor & Industries to help offset the cost of health insurance premiums.

COBRA Rights: Upon an employee's termination from Town employment or upon an unpaid leave of absence, the employee may be eligible to continue Town health insurance benefits at the employee's option and expense, to the extent provided under the federal COBRA regulations. An administrative handling fee over and above the cost of the insurance premium may be charged the employee of his/her dependents who elect to exercise their COBRA continuation rights.

Termination, Retirement, Leave of Absence: For eligible employees who terminate, retire, or are on an approved leave of absence, the Town will pay the premium for the month the employee is leaving, provided the employee is on paid status for the first ten (10) days of the month.

7.5 UNEMPLOYMENT COMPENSATION

Town employees may qualify for State Unemployment Compensation after termination from Town employment depending on the reason for termination and if certain qualifications are met.

7.6 CLOTHING ALLOWANCE

The Town's Budget may allow for reimbursement of certain costs for Public Works employees' purchases of work and protective clothing (ie: work/rain boots, rain gear). The budgeted amount is to be reimbursed to those employees in equal measure after presentation of receipt(s), not to exceed $400 per person for full-time employees and $200 per person for part-time emplyees. The total budgeted amount may vary from year to year, as Council deems appropriate.

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CHAPTER 8
LEAVES

8.1 VACATION LEAVE

Each regular full-time employee is entitled to vacation leave as follows:

Years of Employment	Vacation Hours Earned
0-4 years	6.67 hours/month
5-9 years	10 hours/month
10+ years	13.33 hours/month

All new employees must satisfactorily complete their trial period to be entitled to use accrued vacation leave. Regular part-time employees will receive vacation on a pro-rata basis. Temporary employees are not eligible for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay.

The Mayor is responsible for scheduling employees' vacations. Leave requests shall be submitted at least two weeks prior to taking vacation leave.

The maximum number of vacation hours that may be carried over from one year to the next is 80 hours. ~~Once a year, on the anniversary of the employee's start date, a~~ Accrued vacation hours in excess of ~~80~~ 200 hours will be cashed out at that employee's pay rate for the immediately preceding pay period, and paid with the employee's next regular paycheck. Employees will be paid for unused vacation time upon termination of employment.

8.2 SICK LEAVE

All full-time regular employees, except LEOFF I employees, accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part-time employees accrue sick leave benefits based on the Full Time Employee (FTE) accrual rate of eight (8) hours for each calendar month of continuous employment, but pro-rated for that portion of a 40-hour work week regularly scheduled for the regular part-time employee. All other employees, including temporary employees, accrue sick leave at the rate of one hour for every forty hours worked. [Notwithstanding the above, in no event shall the rate of accrual of paid sick leave for any Town employee be less than one hour for every forty hours worked.]

All employees, including Temporary Employees, accrue sick leave from the commencement of employment, but may not use paid sick leave until their 90th day of employment with the Town.

Employees do not accrue sick leave benefits during a leave without pay.

Allowable Uses of Sick Leave: Sick leave covers those situations in which an employee is absent from work due to:

- An employee's mental or physical illness, injury or health condition;
- Preventive care such as a medical, dental or optical appointments and/or treatment;
- Care of a family member with an illness, injury, health condition and/or preventive care such as medical/dental/optical appointment;
- Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;
- Use of a prescription drug which impairs job performance or safety;
- Additional leave beyond bereavement for death in the employee's immediate family, to be authorized by the Mayor;
- Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
- If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking, as described in more detail below.

For purposes of this sick leave policy, a "family member" includes an employee's child (including stepchild); parent (including stepparent and spouse's parent); spouse; registered domestic partner; grandparent; grandchild; and sibling.

Authorized use of paid sick leave for domestic violence, sexual assault, or stalking includes:

- Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking.
- Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
- Attending health care treatment for a victim who is the employee's family member.
- Obtaining, or assisting the employee's family member(s) in obtaining, services from a domestic violence shelter, a rape crisis center, or a social services program for relief from domestic violence, sexual assault, or stalking.
- To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
- Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

Reasonable Notice for Use of Paid Sick Leave:

Employees must provide reasonable advance notice of an absence from work for the use of paid sick leave to care for themselves or a family member. Such notice must be provided to the Mayor and, if applicable, the employee's immediate supervisor. Any information provided will be kept confidential.

Reasonable Notice for Foreseeable Use of Paid Sick Leave:

If an employee's absence is foreseeable, the employee must provide notice at least ten (10) days, or as early as possible, before the first day paid sick leave is used.

If possible, notification should include the expected duration of the absence.

Reasonable Notice for Unforeseeable Use of Paid Sick Leave:

If an employee's absence is unforeseeable, the employee must contact the Mayor and the employee's supervisor as soon as possible. If the need for paid sick leave is unforeseeable, and arises before the required start of the employee's shift, notice should be provided no later than one (1) hour before the employee's required start time. In the event it is not possible to provide notice of an unforeseeable absence, a person, on the employee's behalf, may provide such notice.

If possible, the notification should include the expected duration of the absence.

Verification Requirements:

If an employee is seeking to use or has used paid sick leave for more than three (3) consecutive days during which the employee is/was required to work, the employee may be required to provide verification that establishes that the use of paid sick leave is for an authorized purpose. When the absence is due to illness or injury of an employee or family member, acceptable verification may include a doctor's note or signed statement by a health care provider indicating that the use of paid sick leave is necessary to take care of the employee or family member. The Town will not require that the verification provide information regarding the nature of the condition necessitating the use of sick leave and will treat any health information about an employee or an employee's family member in a confidential manner consistent with applicable privacy laws.

When the absence is due to circumstances falling under the Domestic Violence, Sexual Assault, and Stalking leave provisions, the employee's choice of any of the following documents, or any combination thereof, will satisfy this verification requirement:

- A written statement that the employee or an employee's family member is a

victim of domestic violence, sexual assault, or stalking, and that the leave was taken to address related issues.

- A police report indicating that the employee or the employee's family member was a victim of domestic violence;
- Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking;
- A court order of protection;
- Documentation from any of the following persons from whom an employee or an employee's family member sought assistance in addressing the domestic violence situation indicating that the employee or the employee's family member is a victim:
  - An advocate for victims of domestic violence, sexual assault, or stalking;
  - An attorney;
  - A member of the clergy; or
  - A medical professional.

Verification must be provided to your supervisor within ten (10) calendar days of the first day employee used paid sick leave.

Unreasonable Burden of Expense for Verification:

The verification required under this provision will not result in an unreasonable burden and expense on the employee. If an employee anticipates that the required verification will result in an unreasonable burden or expense, he or she will be permitted to provide an oral or written explanation to the Mayor which asserts:

- That the employee's use of paid sick leave was for an authorized purpose; and,
- How the verification requirement creates an unreasonable burden or expense on the employee.

Within ten calendar days of the employee providing an explanation to the Mayor about the existence of an unreasonable burden or expense, the Mayor must either accept the employee's oral or written verification that the use of leave was for an authorized purpose or he/she must make a reasonable effort to identify alternatives for the employee to meet the Town's verification requirement in a manner which does not result in an unreasonable burden or expense on the employee.

Additional Policies Regarding Paid Sick Leave:

The maximum number of sick leave hours that may be carried over from one year to the next is 800 hours. Employees who use all their accumulated sick leave and require time off work due to illness or injury may, with their supervisor's prior approval, request a leave without pay. (See Leave Without Pay Policy.)

Employees will not be paid for any unused sick leave upon leaving Town service for any reason.

When there is a separation from employment and the employee is rehired within twelve months of separation, that employee's previously accrued and unused paid sick leave shall be reinstated in full. The re-hired employee's previous period of employment shall be counted for purposes of determining the employee's eligibility to use paid sick leave in the event the employee was still in the first 90 days of the employee's Trial period.

8.3 LEAVE WITHOUT PAY

The Mayor may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, or pursuing an education.

8.4 JURY AND WITNESS LEAVE

Jury Duty. The Town provides all employees leave for the full period of jury duty service. Regular full-time and part-time employees who have completed their trial period receive paid jury duty leave of up to two weeks each time they are called for jury service. In general, if jury duty extends beyond two weeks in any one instance the additional leave will be unpaid. Exempt salaried employees who are asked to serve longer than two weeks should contact the Mayor to discuss whether further paid leave will be provided. Payment provided by the courts during periods of paid jury duty leave must be turned over to the Town, excluding expense reimbursements, such as mileage. You must provide your supervisor with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, you are required to provide your supervisor with proof of jury service.

Witness Duty. All employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless you are a witness in a case involving the Town. For exempt salaried employees, however, salary payment will continue except for full-day absences caused because the employee is a party in a lawsuit.

8.5 ADMINISTRATIVE LEAVE

On a case-by-case basis, the Town may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the Town (as determined by the Mayor) during the pendency of an investigation or other administrative proceeding or for any reason as may be determined by the Mayor.

8.6 MILITARY LEAVE FOR ACTIVE DUTY IN THE ARMED FORCES.

Reemployment Following Military Leave:

The Town will comply with the requirements of RCW 73.16 and the Uniformed Services

Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave Town service to serve in the Armed Forces of the United States.

(a). "Day" shall mean the employee's normal workday for purposes of paid military leave, except that when a normal workday begins before midnight and ends after midnight, the hours before midnight count as 1 day and the hours after count as another.

(b). An employee who takes a military leave of absence from Town employment may choose to run out his or her unused vacation balance, compensatory time off, and personal holidays, as applicable, prior to going on unpaid status.

(c). An employee who leaves a job, voluntarily or involuntarily, to enter active duty in the United States armed forces, shall be granted a military leave of absence with guaranteed restoration to his or her position upon release from active duty as long as:

(1). The position is a regularly budgeted, non-temporary position;

(2). The reason the employee leaves the position is to report for active duty;

(3). The length of the employee's military leave of absence does not exceed five (5) years except at the request of the federal government;

(4). The employee is honorably discharged from the military; and,

(5). The employee applies for reemployment within a reasonable period of time following separation from active duty. The USERRA defines a reasonable period of time as:

(A). For service less than 31 days, the beginning of the first regularly scheduled work day after release from active duty, allowing time to travel from the duty arena to the employee's residence, to rest, and to travel to the place of employment;

(B). For service between 31 and 180 days, no more than 14 days following release from active duty; and,

(C). For service longer than 180 days, no more than 90 days following release from active duty.

(6). An employee on military leave of absence shall continue to accrue service credit for purposes of any salary step increments and seniority, but will not accrue sick leave, vacation leave, or other types of leave while on military

leave of absence.

(7). An employee's vacation accrual rate and unused vacation and sick leave balances accrued prior to taking military leave shall be restored upon return from military leave of absence.

(8). An employee who interrupts his or her probation or trial service with a military leave of absence shall complete the remainder of the probationary or trial service period upon return. However, an employee returning from military leave of absence cannot be discharged except for cause for 1 year following his or her return if the military leave of absence was for 181 days or longer, or for 6 months following his or her return if the military leave of absence was at least 30 days but less than 181 days.

(9). An employee on unpaid military leave of absence may continue to make his or her normal contributions to their retirement system (as allowed by that system), or may, upon return from such leave, make full or monthly payments equal to the amount of contributions missed while on leave, in order that the leave shall count as creditable service (as allowed by that system).

(d). The provisions of this rule apply to full-time and part-time employees but not to temporary employees.

Paid Military Leave:

State law (RCW 38.40.060) requires that Town employees be granted up to twenty-one (21) working days, exclusive of normal days off, of paid leave per year without loss of service credit for required military duty, training, or drills. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. The twenty-one (21) days are counted on an annual basis, October 1st through September 30th inclusive, and need not be used consecutively.

Each day of paid military leave is the equivalent of a regularly scheduled workday, except when an employee's regularly scheduled workday spans 2 calendar days (i.e., third or "graveyard" shift" or firefighter shifts). In those instances, one workday ends at midnight and the next begins at 12:01 a.m. (For an employee who works 10 p.m. to 6:30 a.m., for example, 10 p.m. to midnight would be day 1 of his or her military leave, and 12:01 a.m. to 6:30 a.m. and 10 p.m. to midnight the following day would constitute day 2 of his or her military leave.)

Military service includes active military duty and Reserve or National Guard training. You are required to provide your supervisor with copies of your military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance with applicable federal and state law. See also "Reemployment Following Military

Leave" above.

8.7 BEREAVEMENT LEAVE

The Town provides regular, full-time and part-time employees with paid leave for up to three (3) days in the event of the death of an Immediate Family member.

8.8 SHARED LEAVE PROGRAM

The Mayor may authorize employees to donate their accrued leave to another Town employee who is suffering from or who has an immediate family member suffering from an extraordinary or severe illness, injury, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment. The donating employee may donate accrued vacation leave, compensatory time, sick leave, and/or Personal Holiday time. All donations of leave are strictly voluntary. The following conditions apply:

- Leave Donation Requirements:

  Employees may donate four (4) or more hours of accrued vacation leave, four (4) or more hours of accrued compensatory time, and four (4) or more hours of accrued Personal Holiday time.

  Employees may donate four (4) or more hours of accrued sick leave, as long as they retain a balance of sick leave of at least ten (10) days after the donation is made.

- The employee receiving donated leave shall have exhausted all his/her accumulated vacation leave, sick leave, compensatory time, and Personal Holiday time.

- While an employee is using shared leave, he or she will continue to receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation or sick leave.

- Returning Unused Shared Leave: Any unused shared leave must be returned at its original value to the donor(s) when the leave is no longer needed. Unused shared leave hours donated to an individual employee will be returned to the donor(s) on a pro rata basis.

- Administrative Considerations. Leave donation value is calculated as follows:

  (Donor's hourly salary rate) x (total leave hours donated) = total donation value

  The hours of shared leave credited to the shared leave recipient is calculated as follows:

(Total donation value)/(recipient's hourly salary rate) = total shared leave hours received

8.9 HOLIDAYS

~~The following~~ All Federally recognized holidays are recognized as paid holidays for all regular full-time and part-time employees:

~~New Year's Day~~	~~January 1~~
~~Martin Luther King's Birthday~~	~~3rd Monday in January~~
~~Presidents' Day~~	~~3rd Monday in February~~
~~Memorial Day~~	~~Last Monday in May~~
~~Independence Day~~	~~July 4~~
~~Labor Day~~	~~1st Monday in September~~
~~Veteran's Day~~	~~November 11~~
~~Thanksgiving Day~~	~~4th Thursday in November~~
~~Day after Thanksgiving~~	~~Day after Thanksgiving~~
~~Christmas Day~~	~~December 25~~
~~Personal Holiday~~	~~Two (2) additional days during each year of service for regular full-time employees. One (1) additional day during each year of service for regular part-time employees.~~

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

Non-exempt regular full-time or part-time employees will be paid up to 8 hours for the holiday, plus one and one-half times their regular rate of pay for any time worked on the holiday~~,~~ (other than a Personal Holiday). Such time must be pre-authorized by the Mayor except in the case of an emergency that requires action to prevent a loss of life or damage to property. Temporary employees will be paid at their regular hourly rate for hours worked on a holiday.

8.10 PERSONAL HOLIDAYS

On or about January 1st of each year, Personal Holiday hours are added to an employee's record, (16 hours for regular full-time employees, and 8 hours for regular part-time employees). Each employee may select the day on which the employee desires to take the additional holiday provided for in this Section after consultation with and approval of the Mayor. If possible, the employee should make his or her request for the Personal Holiday(s) at least 14 calendar days before the date requested. All new employees must satisfactorily complete their Trial Period to be entitled to use Personal Holiday time.

The employee will be allowed to take the Personal Holiday(s) on the dates he or she has selected unless the absence would unduly disrupt the Town's operations, impose an undue hardship on

the Town, or the employee is necessary to maintain public safety. The term "undue hardship" has the meaning contained in the rule established by the Office of Financial Management.

Personal Holiday hours are not carried over from one year to the next. At the end of the year, unused Personal Holiday hours are forfeited.

8.11 RELIGIOUS HOLIDAYS

Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

Employees may select the days on which the employee desires to take the two unpaid holidays after consultation with the Mayor. If possible, the employee should make his or her request for the unpaid holidays at least 14 calendar days before the date(s) requested. The request may be deemed granted by the Mayor when authorized in writing by the Mayor or the Mayor's designee.

The employee will be allowed to take the unpaid holiday(s) on the dates he or she has selected unless the absence would unduly disrupt the Town's operations, impose an undue hardship on the Town, or the employee is necessary to maintain public safety. The term "undue hardship" has the meaning contained in the rule established by the Office of Financial Management.

The two unpaid holidays allowed by this Section must be taken during the calendar year, if at all. They do not carry over from one year to the next.

8.12 BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

> Regular Part-Time Employees: Compensation in the form of all leaves and paid holidays are pro-rated unless otherwise specifically stated in these Policies. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and forty (40) hours per week.
>
> Temporary Employees: Temporary employees are eligible to receive paid sick leave in in accordance with Section 8.2 of these policies. Temporary employees are not normally eligible to receive other benefits, including leaves, holidays, and insurance, unless such benefits and leaves are otherwise required by law.

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CHAPTER 9
EMPLOYEE RESPONSIBILITIES AND CONDUCT

9.1 GENERAL CODE OF CONDUCT

All Town employees are expected to represent the Town to the public in a professional manner, which is courteous, efficient, and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and the Mayor.

Since the proper working relationship between employees and the Town depends on each employee's on-going job performance, professional conduct and behavior, the Town has established certain minimum standards of personal conduct. Among the Town's expectations are: Basic tact and courtesy towards the public and fellow employees; adherence to Town policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the Town's equipment, grounds, facilities, and resources; and providing orderly and cost-efficient services to its citizens.

Employees should not engage in conduct or activity that may raise questions as to the Town's honesty, impartiality, or reputation or otherwise cause embarrassment to the Town. Employees will avoid any action, whether or not specifically prohibited in the personnel policies, which might result in or reasonably be expected to create the appearance of:

(a) Use of public office or public position for private gain;

(b) Giving preferential treatment to any person or entity;

(c) Losing impartiality;

(d) Adversely affecting the confidence of the public in the integrity of the Town.

The Town is a relatively small organization. To function as efficiently as possible, we may ask you to perform seemingly "menial" duties outside your regular assignments. It is no reflection on your worth to the Town, but a necessary arrangement for most small organizations.

To make the most efficient use of personnel, the Town also reserves the right to change your work conditions and the duties originally assigned. If these arrangements become necessary, the Town expects your full cooperation.

9.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not, directly or indirectly, engage in any outside employment or financial interest that may conflict, in the Town's opinion, with the best interests of the Town or interfere with the employee's ability to perform his/her assigned Town job. Examples include, but are not limited to, outside employment which:

(1) Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;

(2) Is conducted during the employee's work hours;

(3) Utilizes Town telephones, computers, supplies, or any other resources, facilities or equipment;

(4) Is with a firm which has contracts with or does business with the Town; or,

(5) May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

An employee, who chooses to have an additional job, contractual commitment, or self-employment, may do so only after obtaining prior approval from the Mayor.

9.3 REPORTING IMPROPER GOVERNMENTAL ACTION

General Policy:

In compliance with the Local Government Employee Whistleblower Protection Act, Chapter 42.41 RCW, this policy is created to encourage employees to disclose any improper governmental action taken by Town officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the Town, with a process provided for speedy dispute resolution.

Key Definitions:

"Improper Governmental Action" includes any action by a Town officer or employee that is undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, and is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds. "Improper Governmental Action" does not include personnel actions (hiring, firing, complaints, promotions, and reassignment, for example). In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

Retaliatory Action: Any material adverse change in the terms and conditions of an employee's employment.

Emergency: A circumstance that if not immediately changed may cause damage to persons or property.

Procedure for Reporting Improper Government Action: Town employees who become aware of improper governmental action should follow this procedure:

(1) Bring the matter to the attention of his/her supervisor, if non-involved, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.

(2) Where the employee believes the improper action involves the supervisor, the employee may raise the issue directly with the Mayor.

(3) The Mayor or his designee, as the case may be, shall promptly investigate the report of improper government action. After the investigation is completed, (within thirty (30) days of the employee's report), the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

An employee who fails to make a good faith effort to follow this policy shall not be entitled to the protection of this policy against retaliation, pursuant to RCW 42.41.030.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the improper action.

Employees may report information about improper governmental action directly to an outside agency if the employee reasonably believes that an adequate investigation was not undertaken by the Town to determine whether an improper government action occurred, or that insufficient action was taken by the Town to address the improper action or that for other reasons the improper action is likely to recur.

In accordance with RCW 42.41.030(3), the following is a list of appropriate agencies to whom reports of improper governmental actions may be made. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact the Mayor.

Clark County Prosecutor
1013 Franklin Street
Vancouver, WA 98660
360.249.3951

State Department of Ecology
Northwest Regional Office
3190 - 160th Ave SE
Bellevue, WA 98008-5452
425.649.7000

Attorney General's Office
Consumer Protection
800 5th Ave, Suite 2000

State Auditor's Office
Capital Campus
302 Sid Snyder Ave SW

Seattle, WA 98104
206.464.6684

P.O. Box 40021
Olympia, WA 98504-0021
360.902.0370

State Department of Health
Health Consumer Assistance
P.O. Box 47890
Olympia, WA 98504-7890
360.236.4030

Washington State
Human Rights Commission
711 South Capitol Way, Suite 402
Olympia, WA 98504-2490
360.753.6770

Department of Labor & Industries
P O Box 44000
Olympia, WA 98504
360.902.5800

Washington State
Department of Natural Resources
P.O. Box 47000
Olympia, WA 98504-7000
360.902.1000

Protection Against Retaliation: It is unlawful for a local government to take retaliatory action because an employee, in good faith, provided information that improper government action occurred. Employees who believe they have been retaliated against for reporting an improper government action should follow this procedure:

Procedure for Seeking Relief Against Retaliation:

(1) Employees must provide a written complaint to the supervisor within thirty (30) days of the occurrence of the alleged retaliatory action. If the supervisor is involved, the notice should go to the Mayor. If the Mayor is involved, the notice should go to the Town Council. The written charge shall specify the alleged retaliatory action and the relief requested.

(2) The Mayor or appropriate official, as the case may be, shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge.

(3) After receiving the Town's response, the employee may request a hearing before a state administrative law judge (ALJ) to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either fifteen (15) days of receipt of the Town's response to the charge of retaliatory action or forty-five (45) days of receipt of the charge of retaliation to the Mayor or Council for response.

(4) Within five (5) working days of receipt of a request of hearing the Town shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence in the hearing. The ALJ will issue a final decision not later than forty-five (45)

days after the date of the request for hearing, unless an extension is granted.

Policy Implementation: The Mayor (or designee) is responsible for implementing these policies and procedures. This includes posting the policy on the Town's bulletin board, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Officers, managers, and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility.

Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.

9.4 POLITICAL ACTIVITIES

Town employees may participate in political or partisan activities of their choosing provided that Town resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on Town time or in a Town uniform or while representing the Town in any way. Employees may not allow others to use Town facilities or funds for political activities.

Any Town employee who meets with or may be observed by the public or otherwise represents the Town to the public, while performing his/her regular duties, may not wear or display any button, badge, or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on Town property or Town time, for a contribution for a partisan political cause.

Except as noted in this policy, Town employees are otherwise free to fully exercise their constitutional First Amendment rights.

9.5 NO SMOKING POLICY

For health and safety considerations, the Town prohibits smoking by employees in all Town facilities, including Town-owned buildings, vehicles, and offices or other facilities rented or leased by the Town, including individual employee offices.

9.6 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS

The Town furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. The Town does not assume responsibility for any theft or damage to the personal belongings of employees. The Town reserves the right to search employee desks, lockers, and personal belongings brought onto Town premises.

The Town also furnishes computers for use in conducting Town business. Because the computers are for Town business, the Town reserves the right to review the contents of any files or documents on the computer, including contents of any electronic mail. Town computers are not for personal use.

9.7 USE OF TOWN VEHICLES AND EQUIPMENT

Use of Town phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other Town equipment, including vehicles, should be used by employees for Town business only. An employee's misuse of Town services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

9.8 BULLETIN BOARDS

Information of special interest to all employees is posted regularly on the Town bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the Mayor.

9.9 CONTACT WITH THE NEWS MEDIA

The Mayor shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The Mayor may designate specific employees to give out procedural, factual, or historical information on particular subjects.

9.10 SEAT BELT POLICY

Per Washington law, anyone operating or riding in Town vehicles must wear seat belts at all times.

9.11 DRIVER'S LICENSE REQUIREMENTS

As part of the requirements for certain specific Town positions, an employee may be required to hold a valid Washington State Driver's license. If an employee's license is revoked, suspended, or lost, or is in any way not current, valid, and in the employee's possession, the employee shall promptly notify his/her supervisor and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her supervisor. Depending on the duration of license suspension, revocation, or other inability to drive, an employee may be subject to disciplinary action, including termination.

9.12 SOLICITATIONS

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of Town or employee property. The following limitations apply:

(1) Persons not employed by the Town may not solicit, survey, petition, or distribute literature on Town premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor. Exceptions to this rule may be made in special

circumstances where the Town determines that an exception would serve the best interests of the Town and its employees. An example of an exception might be the United Way campaign or a similar, community-based fund raising effort.

(2) Employees may not solicit for any purpose during work time. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods. Soliciting employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas.

9.13 SAFETY

Every employee is responsible for maintaining a safe work environment and following the Town's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to his/her supervisor. The Town will make every effort to remedy problems as quickly as possible.

In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify the Mayor.

Since being exposed to a blood-borne pathogen may lead to sickness such as hepatitis, AIDS, or malaria, and since the Town wants to assure our employees as safe and healthy work environment as possible, it is the policy of the Town to comply with all statutory obligations for the prevention of exposure to blood-borne pathogens.

Employee safety depends on the safety consciousness of everyone. In order to facilitate a safe work environment, employees may not bring dangerous weapons to the workplace. This includes, but is not limited to, weapons for which employees have a valid permit. The only exception to this rule involves law enforcement positions for which the job requires possession of dangerous weapons.

9.14 SUBSTANCE ABUSE

The Town philosophy on substance abuse has two focuses: (1) a concern for the well being of the employee and (2) a concern for the safety of other employees and members of the public.

Availability of Rehabilitation or Treatment: As part of our employee assistance program, we encourage employees who are concerned about their alcohol or drug use to seek counseling, treatment, and rehabilitation. Although the decision to seek diagnosis and accept treatment is completely voluntary, the Town is fully committed to helping employees who voluntarily come forward overcome substance abuse problems. In most cases, the expense of treatment may be fully or partially covered by the Town's benefit program. In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination.

When Job Performance is Affected: Although the Town is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because he/she is under the influence of drugs or alcohol on the job. The Town may discipline or terminate an employee possessing, consuming, selling, or using alcohol, or controlled substances (other than legally prescribed) during work hours. The Town may also discipline or terminate an employee who reports for duty or works under the influence of alcohol or controlled substances. An employee may be required to submit to alcohol or controlled substance testing when the Town has reasonable suspicion that the employee is under the influence of controlled substances or alcohol. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination.

Drug-Free Workplace: Based on the federal Drug-Free Workplace Act, the manufacturing, distribution, dispensation, possession, and use of unlawful drugs or alcohol on Town premises or during work hours by Town employees is strictly prohibited. Employees also must notify the Town within five (5) days of any conviction for a drug violation in the workplace. Violation of this policy can result in disciplinary action, including termination. Continued poor performance or failure to successfully complete a rehabilitation program is grounds for termination.

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CHAPTER 10
DISCIPLINE AND TERMINATIONS

10.1 TERMINATIONS

The Town of Yacolt may terminate employment because of an employee's resignation, discharge, or retirement; the expiration of an employment contract; or a permanent reduction in the workforce. Termination can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time and for any reason, and the Town of Yacolt reserves the right to terminate employment for cause or for convenience.

10.2 ACTIONS SUBJECT TO DISCIPLINARY ACTION

All employees are expected to perform their job duties and to exercise good judgment, loyalty, common sense, dedication and courtesy in the performance of those duties, and to comply with the provisions of these guidelines, department directives, policies and procedures, and the Town's Code of Conduct. The primary mission of each employee is to provide courteous, orderly, efficient and economic delivery of services to the citizens consistent with the Town's rules, regulations, applicable laws and the general goals and targets of the Town. Failure to meet these expectations may establish cause for discipline.

The following are examples of types of behavior which may result in discipline. This is by no means an exhaustive list, but merely illustrates the type of behavior not consistent with the general code of conduct expected of employees.

(1) Misrepresentation or withholding of pertinent facts in securing employment.

(2) Unauthorized use or possession of the Town facilities/property.

(3) Unauthorized use of position for personal gain or advantage. Accepting unlawful gratuities or bribes.

(4) Lying or dishonesty of any kind, on or off the job.

(5) Smoking in any unauthorized posted area or creating fire hazards in any area.

(6) Violation of dress standards.

(7) Violation of the Town's telephone use policy.

(8) Violation of the Town's Electronic Communications policy.

(9) Failure to report an occurrence causing damage to the Town, a customer, or public property. Failure to properly secure the Town's facilities or property.

(10) Loitering after completing day's work that results in the disruption of the Town's business or the work effort of other employees. Vending, soliciting, or collecting contributions for any purpose whatsoever during working time on the premises without the permission of the supervisor.

(11) Unauthorized operation or use of machines, tools, or equipment to which the employee has not been specifically assigned.

(12) Unauthorized recording of another employee's time record. Both employees can be subject to disciplinary action.

(13) Habitual lateness for work. Absence without proper notification to immediate supervisor, excessive absenteeism, or insufficient reasons for absenteeism. Loitering, goofing off, failing to assist others in a work situation.

(14) Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the Town or Town employees, on or off premises.

(15) Disorderly conduct, including fighting on the premises. Rudeness, discrimination, intimidation, coercion, use of obscene language or gestures or lack of courtesy to the public or fellow employees. Immoral conduct while on duty.

(16) Intentional falsification of records/paperwork in the performance of the Town's business.

(17) Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work or follow reasonable instructions or directions. Concealing defective work.

(18) Failure to observe safety practices, rules, regulations, and instructions. Negligence that results in or creates the risk of injury to others. Failure to wear required safety clothing and equipment.

(19) Failure to promptly report to your immediate supervisor an on-the-job injury or accident involving an employee, equipment, property, or visitor.

(20) Dishonesty or theft, including deliberate destruction, damage, or removal of the Town's or other's property from the premises, or any job site. Misappropriation or illegal use of the Town's supplies, equipment, or time for personal use or gain.

(21) Possession, use, sale, or being under the influence of alcohol and controlled substances while on the Town's business (including standby duty). The only exception to this rule shall be for an employee using or possessing a controlled

substance prescribed by a doctor if such employee has given his/her supervisor prior notice of such use and/or possession and such use does not impair safe and/or efficient work performance.

(22) Possession of explosives or weapons on the premises or any job site.

(23) Conviction of a felony or misdemeanor.

(24) Sexual harassment.

(25) Discrimination, in the conduct of the Town's business on the basis of race, religion, sex, color, national origin, sexual orientation, or disability, age, marital status, pregnancy, or political ideology.

(26) Disclosure of confidential information gained by reason of the employee's position or use of such information for the employee's personal gain or benefit.

(27) Off-duty conduct of the employee that impairs an employee's work performance or the Town's reputation or interests.

(28) Failure of the employee to meet his or her financial obligations in a timely manner such that they adversely affect job performance or the Town of Yacolt's image in the community.

(29) Violation of the duties or rules imposed by this Manual or any other Town rule, regulation, administrative order, applicable state law or other lawful duty.

10.3 POSSIBLE DISCIPLINARY ACTION

In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:

(1) Oral Warning.

(2) Written Reprimand.

(3) Suspension.

(4) Demotion.

(5) Termination.

The choice of what discipline to apply in any particular case is solely the Town's. The existence of these disciplinary options in no way obligates the Town to follow the options and the Town in

its sole discretion may select any one of these options as its final decision. Any particular disciplinary action taken with respect to one employee in a given situation is not to be relied upon as an indication of future treatment in similar situations. Any disciplinary action taken by the Town short of termination is without waiver of the Town's rights under the at-will employment relationship. Suspensions, demotions, and terminations must first be approved by the Mayor.

10.4 LAYOFF

The Mayor may lay off employees for lack of work, budgetary restrictions, reorganization or other changes that have taken place.

Temporary employees or employees who have not completed their trial period will be laid off before regular employees are affected. In determining who is to be laid off, consideration will usually be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal, as determined by the Town. Employees who are laid off may be eligible to be re-employed if a vacancy occurs in a position for which they are qualified.

10.5 RESIGNATION

An employee should provide four (4) weeks' notice of resignation. This time limit may be waived by the Mayor.

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CHAPTER 11
COMPLAINT PROCEDURES

11.1 COMPLAINT PROCEDURES

The Town recognizes that sometime situations arise in which employees feel that they have not been treated fairly or in accordance with Town policies. For this reason the Town provides its employees with procedures for resolving complaints, including but not limited to job terminations.

Step 1: Employees should first try to resolve any problem or complaint with their supervisor.

Step 2: When normal communications between an employee and the supervisor are not successful, or when an employee disagrees with the application of Town policies and procedures, the employee should attempt to resolve the problem with the Mayor.

Step 3: If the employee is not satisfied with the response from the Mayor, the employee may submit the problem, in writing, to the Town Council. The written complaint must contain, at a minimum:

(1) A description of the problem;

(2) A specific policy or procedure which the employee believes has been violated or misapplied;

(3) The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;

(4) The remedy sought by the employee to resolve the complaint.

The written complaint must be filed within fifteen (15) working days of the occurrence leading to the complaint.

The Town Council may determine that a special meeting or workshop is required to address the issue. The special meeting will be held within thirty (30) days of the date the complaint was filed. The Council's response and decision shall be final and binding.

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CHAPTER 12
EMPLOYMENT CLASSIFICATION

12.1 JOB DESCRIPTIONS AND SUPERVISION

All Town employees work under the supervision and at the discretion of the Mayor. The job descriptions, duties, hours and schedule of any employee of the Town may be established or changed at any time in the Mayor's discretion and without prior notice to the employee. The duties and responsibilities of the Town's employees evolve and change as circumstances change within the Town. The following examples of job duties, abilities, qualifications and responsibilities are illustrative and not comprehensive. Changes in the job descriptions and/or duties of any employee of the Town may be made at any time without formal amendment of this Personnel Policies & Procedures Manual.

12.2 TOWN CLERK

Position Summary:

The Town Clerk performs a variety of routine and complex supervisory, clerical, accounting, finance and administrative work involving custody and safekeeping of Town funds and monies, accounting records, personnel records, and public records conforming to Town and State Laws. This is a full-time non-union position.

Supervision Received:

The Town Clerk works under the direction of the Mayor.

Supervision Exercised:

The Town Clerk supervises the Assistant Clerk and /or Administrative Assistant and works cooperatively with the other Town personnel.

Duties and Responsibilities:

The Clerk shall have all of the abilities and duties permitted by statute (RCW 35.27.170 and RCW 35.27.220 as currently enacted or hereafter amended). The Clerk shall maintain all of the records required by statute (RCW 35.27.230 as currently enacted or hereafter amended).

In addition, the Town Clerk will conduct or engage in the activities listed below. The following examples are not intended to supplant or remove the statutory duties of the Town Clerk.

Council Support:

- Prepares agenda for Mayor's review.

- Distributes Town Council agendas and agenda material.
- Oversees the preparation and advertising of Council meeting agendas and legal notices of regular and special public meetings of the Town Council.
- Attends all regular and special Town Council meetings and study sessions. Performs accurate recording of the proceedings, including equipment set-up and removal.
- Prepares Council minutes using proper legislative terminology, grammar and business writing, and updates minute books.
- Prepares reports for Council meetings as directed.
- Provides support for Council committees.
- Prepares annual budget.
- Monitors actual revenues and expenditures in accordance with the adopted budget for all funds.
- Oversees, balances, and accounts for the cash drawer, including receipts and cash.
- Codes receipts with appropriate BARS code number, and keeps records as needed to verify cash balances.
- Prepares bank deposits as needed.
- Reconciles bank statements.
- Maintains auxiliary cash controls for balancing and other related accounting activities.
- Maintains accounts receivable and accounts payable records with appropriate BARS code numbers and follow-up on necessary collections.
- Maintains investments for all funds. Purchases and withdraws investments as needed.
- Reconciles investment statements with investment reports.
- Prepares draw payroll and monthly payroll and all associated payroll reports.
- Prepares quarterly financial reports.
- Prepares periodic financial, statistical or operational reports as assigned.
- Prepares annual financial reports; works with state auditors during periodic audits of Town finances, procedures and policies.
- ~~Receives monies & issues receipts for Clark Public Utilities & remits payments to CPU.~~
- Maintains Community Development Block Grant Program.
- Communicates official plans, policies and procedures to staff, Mayor, Council and the general public.
- Communicates with public and staff on Council action.
- Provides public records and information to citizens, civic groups, the media and other agencies per public disclosure regulations.
- Provide public information on Town Codes, Ordinances, Council meetings and Council actions taken.
- Serves as custodian of official Town records and public documents; performs certifications and arranges recording of legal documents and other records; seals and attests by signature to ordinances, resolutions, contracts, easements, deeds, bonds or other documents requiring Town certification; maintain tapes of public hearings by labeling, storing and recording in books as appropriate; maintains tapes of Council meetings; files all Town records.
- Issues written and oral instructions; assigns duties and examines work for exactness,

neatness and conformance to policies and procedures.

- Performs and/or assists Assistant Clerk and/or Administrative Assistant in performing duties; adjusts errors and complaints.
- Prepares a variety of studies, reports and related information for decision-making purposes.
- ~~Receives and issues Town business licenses; answers business license inquiries by phone and in person; maintains business license records; prepares renewal letters and license applications for annual business license~~.
- Coordinates special event licenses and paperwork with event promoters.
- Administers the issuance of ~~municipal~~ peddler's licenses, including business, various regulatory licenses as assigned, etc., in accordance with applicable Town ordinances and other regulations.
- Maintains bond coverage of employees as specified by state law and local Codes; obtains signed oaths from Mayor and Town Council to administer oath of office to public officials.
- Prepares surveys and other reports as directed.
- Administers contracts and agreements with private and public entities.
- Develops ordinances, resolutions and proclamations as needed or as directed.
- Obtains signatures on ordinances and resolutions; publishes notice of ordinances and other legal notices in newspaper as required and files originals.
- Oversees updates and revisions of the Yacolt Municipal Code.
- Researches issues for compliance with state and local laws and with the State Auditor.
- May serve as a notary public.
- Issues deeds for sale of Cemetery plots and maintains records of Cemetery plots.
- Other duties as assigned.

Contract Administration:

- Determine and follow proper procurement procedures, (for example, whether published request for bids, or other procurement process applies).
- Coordinate with engineering consulting firm to:
  - Arrange bid call advertisement.
  - Provide bid documents to contractors and vendors.
  - Collect plan fees and issue receipts.
  - Maintain bidders list.
  - Track bid openings and assure proper submittal of bid and performance bonds.
  - Record bids and notify bidders of apparent lowest bid.
  - Prepare and mail award and rejection letters after bid acceptance.
  - Assemble contract, obtain signatures and forward final documents to contractor.
  - Return bid bonds to unsuccessful bidders.
  - Obtain clearances from Department of Revenue, Employment Security, Department of Labor and Industries.
  - Provide timely return of retainage and bid on performance bond.

Insurance Claims:

- Receive insurance claims against Town.
- Coordinate in-house insurance claims.
- Submit all damage claims to AWC RMSA pool.
- Answer questions from people filing claims and about status of payments.

Building Permits:

- Assist customers with identifying and completing building permit applications.
- Receive permit applications and payments.
- Enter permit information into computer, including calendared deadlines.
- Enter payment information into computer.
- Issue permits.

Land Use Requirements:

- Prepare legal notices for annexations, rezones and street vacations.
- Complete and forward state annexation forms and census information.
- File original annexation documents upon approval.
- File certified copies of annexations, rezones and street vacations with County Auditor.
- Update record books.

Miscellaneous Duties:

- Coordinate response to dog complaints with Clark County Animal Control.
- ~~Receive monies and issue receipts for Clark Public Utilities' payments; report and remit payments to CPU.~~
- Maintain records and files on various ordinance compliance matters.

Peripheral Duties:

- Attends seminars, workshops and meetings related to the Town Clerk's duties and responsibilities.
- Accepts claims for damages and other legal papers served on the Town.
- Provides clerical and/or technical support to other Town personnel as required or needed.

Knowledge, Skills and Abilities:

- Working knowledge of the principles and practices of modern public administration.
- Extensive knowledge of office practices and procedures.
- Thorough knowledge of modern records management techniques, including legal requirements of recording, retention and disclosure.

- Working knowledge of computers.
- Working knowledge of governmental accounting principles and practices (BARS).
- Knowledge of applicable federal, state and local law, codes, regulations, policies and procedures.
- Interpersonal skills using tact, patience and courtesy.
- Skill in operation of listed equipment.
- Ability to accurately record and maintain records.
- Ability to establish and maintain effective working relationships with employees, officials and the public.
- Ability to communicate effectively verbally and in writing.
- Ability to plan and organize Town events.
- Ability to plan, organize and direct operations of the Town Clerk.
- Ability to maintain confidentiality of politically sensitive materials and information.
- Ability to work independently with little direction.
- Research, analyze, interpret, organize and report on data.
- Read, interpret, apply and explain codes, rules, regulations, policies and procedures.
- Analyze situations accurately and adopt an effective course of action.
- Ability to perform arithmetic computations accurately and quickly.

Education and Experience:

Bachelor's degree in Accounting, Finance, Economics, Public Administration or a closely related field plus four (4) years of progressively responsible finance or accounting experience, including one year in a lead capacity; or any equivalent combination of education and progressively responsible experience, with additional work experience substituting for the required education on a year-by-year basis.

Special Requirements:

- Must be bondable.
- Must have a valid Washington State Driver's License, or the ability to obtain one.
- Must obtain Notary Public certification.

Equipment Used:

Computer (including printer and scanner), calculator, multi-line phone, copy machine, fax machine.

12.3 PUBLIC WORKS DIRECTOR

The Public Works Director is responsible for regular maintenance of the Town infrastructure, including, but not limited to the following:

- Operates Town equipment including backhoes, small graders, street sweepers, dump

trucks and loaders, lawn mowers, snow plows, sanders, chain saws, leveling vibrators, jack hammers, shovels, pick axes, crow bars, road graders, tractor mowers, etc.

- Performs routine equipment maintenance and minor field repairs such as lubrication, checking fluid levels and replacing belts and other components as required.
- Performs work in accordance with all federal, state and local laws, rules and regulations and within mandated and appropriate safety standards.
- Operates and services heavy road and construction equipment and light motor vehicles.
- Cleans roadside ditches, culverts and catch basins.
- Repairs streets, guardrails, and sidewalks.
- Installs and repairs street and traffic control signs.
- Performs brush cutting.
- Coordinates with other agencies for pavement striping; street sweeping; clearing snow and ice from streets; and tree trimming.
- Performs upkeep of parks and cemetery including watering, mowing, fertilizing, weed control, trimming, and rodent control.
- Analyzes and troubleshoots problems such as street and sidewalk damages or obstructions.
- Plans and schedules work priorities; requisitions supplies and equipment; and periodically inspects tools and equipment to ensure that proper care and maintenance is being performed.
- Prepares periodic work progress reports; maintains required records and logs; and maintains employee time records.
- Provides on-site direction and guidance to employees during assignments, and inspects work in progress and upon completion to ensure compliance with work standards and local codes, and proper safety techniques and procedures.
- Responsible for approving construction change orders up to 0.5% of contract amount prior to the Town Council's approval.
- Plans and implements a comprehensive Public Works program for the Town; integrates public works programs and activities with other city, county, state, and federal departments and/or agencies.
- Prepares studies, reports, and recommendations relative to the Public Works programs and special projects; determines and recommends what Public Works programs or major projects should be initiated, dropped, or modified.
- Perpetuates Public Works improvements and projects by initiating and/or assisting in the acquisition of grants, easements, etc,; determines the resources need for approved projects; and reviews work activities to ensure efficient and safe operations and conformance with established state, county, and Town standards, regulations and policies.
- Prepares budget estimates and controls the expenditure of department funds; this includes the planning and budgeting for future Public Works activities; evaluating services rendered in relation to cost vs. benefits derived and continuing need.
- Initiates periodic study and analysis of street and pedestrian traffic flow, congestion, accidents, and other conditions affecting the safe and convenient use of streets and walkways.

- Attends various hearings, seminars, and civic and business meetings on behalf of the Public Works Department.
- Establishes street logs to gauge effectiveness of maintenance programs.
- Reviews building permit applications for zoning compliance.
- Performs repairs and maintenance of Town buildings.
- Measures for the correct placement of graves; supervises excavation work and replacement of sod.
- Maintains public restrooms at Town park in a clean and sanitary condition.
- Delivers nuisance violations
- Issues and enforces Stop Work Orders
- Documents, follows up, and updates Clerk, Mayor, and Attorney regarding ongoing violations

12.4 PUBLIC WORKS MAINTENANCE ~~SUPERVISOR~~ TECHNICIAN

Desired Qualifications: A background in public works operations and duties. Highly responsible person who performs activities related to public works and equipment. A background in equipment operations and maintenance. The ability to work well with the public. Person must be organized and self-motivated.

The Public Works Maintenance ~~Supervisor~~ Technician is responsible for assisting with the regular maintenance of the Town infrastructure, including, but not limited to the following:

- Assists in planning and scheduling work priorities; assists in requisitioning supplies and equipment
- Operate Town equipment including backhoes, small graders, street sweepers, dump trucks and loaders, lawn mowers, snow plows, sanders, chain saws, leveling vibrators, jack hammers, road graders, tractor mowers, excavators, and various hand tools, etc.
- Performs upkeep of parks and cemetery including watering, mowing, fertilizing, weed control, trimming, and rodent control
- Perform work in accordance with all federal, state and local laws, rules and regulations and within mandated and appropriate safety standards
- Operate and service heavy road and construction equipment and light motor vehicles
- Cleans roadside ditches, culverts and catch basins
- Repairs streets, guardrails, and sidewalks
- Installs and repairs street and traffic control signs
- Performs brush cutting
- Perform routine equipment maintenance and minor field repairs such as lubrication, checking fluid levels and replacing belts and other components as required
- Perform and assist snow clearing and ice removal from streets; and tree trimming
- Assists in analyzing and troubleshooting problems such as street and sidewalk damages or obstructions
- Maintains street logs to gauge effectiveness of maintenance programs
- Performs repair and maintenance of Town buildings

- Measuring for the correct placement of graves; supervises excavation work and replacement of sod
- Maintain public restrooms at Town park in a clean and sanitary condition
- Assists with periodic studies and analysis of street and pedestrian traffic flow, congestion, accidents, and other conditions affecting the safe and convenient use of streets and walkways
- Minor welding and fabricating related to maintenance of facilities and equipment - Experience using an acetylene torch
- Organize and maintain the Town's maintenance shop and other storage and working areas
- ~~Supervises seasonal employees and Correction Center work crews~~
- Follows Director's instructions regarding Nuisance and Stop Work Order violations

12.5 ASSISTANT CLERK

The Assistant Clerk is responsible for assisting the Town Clerk with duties and responsibilities, including, but not limited to the following:

Business Licensing:

- Receive applications for and issue Town ~~business~~ peddler's licenses~~, including permanent, home occupation, temporary merchant, and solicitors~~
- Answer business license inquiries by phone and in person
- Assist public in application process and receive license fees
- Refer home occupation conditional uses to Council
- Complete license and forward to applicant
- Maintain cross reference file on business and license number
- Enter information into computer database
- ~~Maintain business license records~~
- ~~Prepare renewal letter and license application for annual business license~~
- ~~Receive completed applications and manually validate with signature, date issued and receipt of payment~~
- ~~Update database with any new business information (i.e. out of business or no renewal)~~

Public Information:

- Provide public information on Town codes, ordinances, Council meetings, Council action taken and business licenses
- Provide public records and information to citizens, civic groups, the media and other agencies per public disclosure regulations
- Answer general questions (i.e. garbage service, transfer station, Chamber of Commerce, Department of Licensing, etc.)

Records Management:

- Serve as custodian of official Town records and public documents

- Cross-reference Council minutes, ordinances, resolutions, and agreements
- Enter information in computer database
- Prepare and file all records
- Maintain legal files, including records retention schedules

Secretarial Support:

- Type miscellaneous letters, agenda reports, and correspondence
- Complete various surveys and reports

Cemetery:

- Issue deeds for sale of cemetery plots
- Maintain records of cemetery plots

*Reconcile and Receipt Monies:

- Receive monies
- Verify accuracy of transmittals; issue receipt noting appropriate BARS code number

*Prepare Bank Deposit:

- Combine cash, coin, and checks from monies receipted
- Balance total cash and checks received to receipts
- Complete bank deposit slip; deposit with bank

*Process Payments on Various Accounts:

- Prepare vouchers noting appropriate fund and BARS code numbers
- Prepare Warrants/Claims and remit to vendors

Building Permits:

- Assist customers with identifying and completing building permit applications
- Receive permit applications and payments
- Enter permit information into computer, including calendared deadlines
- Enter payment information into computer
- Issue permits
- Schedule inspections
- Update Clerk re: status of permits

*Miscellaneous Duties:

- Coordinate response to dog complaints with Clark County Animal Control

- ~~Receive monies and issue receipts for Clark Public Utilities' payments, report and remit payments to CPU~~
- Maintain records and files on various ordinance compliance matters
- Filing

*The Assistant Clerk is only to handle money transactions if bonded.

12.6 ADMINISTRATIVE ASSISTANT

The administrative assistant may be full-time or part-time, and is responsible for assisting the Mayor, Town Clerk, Assistant Clerk, and Public Works Director with clerical duties including, but not limited to the following:

- Create and maintain documents, letters, and forms
- File and maintain records
- Respond to inquiries by telephone or in person, in a friendly, professional manner
- Enter information into computer database
- Use copier, fax machine, scanner, multi-line telephone, computer, and adding machine
- Assist in researching and compiling records for Public Records Requests
- Issue cemetery deeds and maintain cemetery plot records
- Pick up mail from the Yacolt Post Office
- Maintain inventory of supplies and create supply "shopping" lists
- Relay messages to the appropriate persons
- Maintain inventory of equipment in Town Hall
- Perform research and other clerical duties as needed
- If bonded, may also handle cash and checks
- Process permits, update Clerk re: status of permits, schedule inspections

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CHAPTER 13
SUMMARY

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or as a guarantee of employment for any specific duration. The employer has sole discretion whether to apply handbook policies in a particular case. The Town can and will exercise flexibility and discretion with regard to the policies described in this manual, and to act apart from any procedures described herein. The Town has the right to completely disregard the contents of this policy.

UNLESS SPECIFIC RIGHTS ARE GRANTED TO YOU IN EMPLOYMENT CONTRACTS, CIVIL SERVICE RULES, OR ELSEWHERE, ALL EMPLOYEES OF THE TOWN ARE CONSIDERED AT-WILL EMPLOYEES AND EITHER PARTY MAY TERMINATE THE RELATIONSHIP ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE.

No supervisor, manager, or representative of the Town other than the Mayor, with Town Council approval, has the authority to enter into any agreement with you for employment for any specific period or to make any written or verbal commitments contrary to the foregoing.

[*This space intentionally left blank*.]

Town of Yacolt
Request for Council Action

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

Name: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Adopt 2027 Legislative Priorities

Proposed Meeting Date: November 9, 2026

Action Requested of Council: Adopt the proposed 2027 Legislative Priorities

Proposed Motion: "I move that the Town adopts the 2027 Legislative Priorities as presented (or with the following change(s):_____."

Summary/Background: In order to keep focus on the Town's higher-budget priorities, the Town adopts a set of priorities to be presented to its State and Federal legislators annually. This helps to keep the Town of Yacolt's needs in front of them so that they are better equipped to push for the Town's needs.

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

Mayor Ian Shealy
mayor@townofyacolt.com

202 W Cushman St./PO Box 160
Yacolt, WA 98675
(360) 686-3922
Contact: Mayor Ian Shealy

2027 Legislative Priorities

Yacolt Community & Senior Center

The facility was purchased to accommodate a variety of critical rural community services, and several organizations have agreed to partner with the Town, for the facility to function as a community center. These services include:

- Youth athletics
- A heating or cooling center during power outages and extreme weather
- A senior center
- A medical facility
- Meals on Wheels
- Childcare and early learning services

The Town is seeking funds to add a backup generator and upgrade the wiring in the building, in order to ensure that during extreme weather and area-wide power outages, this facility would be better equipped to provide shelter to those in need. Estimated Cost: $85,000.

The Town also seeks funding to replace the roof on the entire facility within the next year or two. Estimated Cost: $120,000.

North Country Emergency Management Services Facility

Through an expiring agreement, Yacolt's Public Works department currently occupies space within the North Country EMS's building. Yacolt must vacate the space within the next two years, owing to the expiring agreement, and a need for more space to store equipment. A new EMS facility must be constructed to ensure both entities can continue to serve the community. Yacolt supports any and all efforts to establish grant funding specifically for rural fire districts.

Other Town Priorities

Yacolt is seeking additional funds, through competitive grant opportunities or other funding sources, to address the following projects:

- **Public Works Shop Facility:**
  Up to this point, the Town of Yacolt has leased (see above) a storage building to use as its Public Works Shop and equipment storage. With that lease soon to end, with no likelihood of renewal, the Town must construct a building on its own undeveloped land to house its Shop and equipment. Estimated Cost to construct a Shop building: $200,000.
- **Stormwater Facility Repairs:** Many of Yacolt's manhole covers need to be dug out and repaired. At least ten of them need to be dug out and replaced very soon, before they become sinkholes. Estimated Cost for just the ten: $400,000.
- **Little League Field Improvements:** The Yacolt Little League supports youth across the region, and serves a high need population; 40% of little league players are receiving a scholarship to play. Improvements to the facilities, including installation of turf fields, improved grandstands and dugouts, will allow the Little League to host games and tournaments. Estimated Cost: $2,500,000.

202 W Cushman St./PO Box 160
Yacolt, WA 98675
(360) 686-3922
Contact: Mayor Ian Shealy

Future Priorities

Amphitheater at Yacolt Recreational Park
Gym Floor and Other Improvements (workout room, etc.) at Community Center

Policy Statements

Public Safety

Yacolt appreciates the Legislature's efforts to pass legislation in 2025-2026 that allows local governments to increase sales tax authority to fund public safety services. However, municipalities without adequate

sales tax base are still left with little to no law enforcement services, and few options to fund them. Yacolt supports any effort to improve policing in small, rural areas.

Partnerships & Regional Priorities

- Yacolt supports the Association of Washington Cities' 2027 Legislative Priorities.

Town of Yacolt
Request for Council Action

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

Name: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Resolution #649 re: Contract with Navigating IT

Proposed Meeting Date: November 9, 2026

Action Requested of Council: Approve Resolution #649 thereby authorizing Mayor Shealy to execute the contract with Navigating IT for its services.

Proposed Motion: "I move that we approve Resolution #649 thereby authorizing Mayor Shealy to execute the proposed contract with Navigating IT."

Summary/Background: The Town has long been in need of a good IT company, and RMSA and MRSC, along with the WA State Auditor's office have been putting pressure on all government agencies to improve their cybersecurity and back-up capabilities. They also urge all agencies to have a .gov website. Navigating IT is a very reputable IT services company. They came to Town Hall to analyze what the Town needs to beef up security, upgrade its computer systems, and securely store the quantities of data the Town generates and receives, and must maintain per records retention laws. They have agreed to charge the Town their 2025 prices, and to give us a break on hourly charges once we get all set up. Their prices are very competitive and with the high recommendation they've gotten, the Mayor and Clerk would like to start with them as soon as is feasible. The 2027 Proposed Budget already takes into account their charges. Initial Onboarding and equipment will cost just under $7700 including hardware, upgrades, and all onboarding. After that, their monthly service plan will run $1850/month. Part of the monthly fee will be offset by the fact that on-boarding with Navigating IT will eliminate roughly $700 in charges from Silver Star, as Navigating IT will replace a lot of what Silver Star does for us, other than actually providing internet services. (Silver Star is aware of what the plan is, and gives their full support.) Navigating IT's services are outlined in Exhibit A to the attached Resolution #649.

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

Mayor Ian Shealy
mayor@townofyacolt.com

(360) 686-3922

DRAFT Resolution #649

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, APPROVING AN AGREEMENT FOR EMAIL HOSTING, COMPUTER HARDWARE AND SOFTWARE UPGRADES, PROVIDING TECH SUPPORT INCLUDING CYBER-SECURITY, SECURE DATA STORAGE, MONITORING, AND MIGRATION/INTEGRATION WITH NEW AND EXISTING SOFTWARE AND HARDWARE, CREATING A .GOV WEB DOMAIN, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH NAVIGATING IT.

Whereas, the Town of Yacolt, (hereafter "*Town*" or "*Yacolt*"), desires to retain the services of an IT services company to provide more secure email hosting and other technical support services as needed by the Town;

Whereas, the Washington State Auditor's Office, AWC/RMSA, and MRSC all strongly recommend enhancing cyber-security by either maintaining our own IT Department or using a company such as Navigating IT;

Whereas the Town's Budget does not have the capacity for us to have our own IT Department, so the Town sought recommendations for a reputable IT company for support, monitoring, and other secure services, and Navigating IT came with the highest recommendation;

Whereas, the Town has was able to negotiate this year's rates for next year's services through Navigating IT;

Whereas, the Town has negotiated an Agreement for services with Navigating IT, and that Agreement has been reviewed and approved by the Town's Attorney;

Whereas, the Town's Mayor and Clerk determined that Navigating IT is qualified and able to provide top of the line, services for the Town of Yacolt, and have recommended that the firm of Navigating IT be selected by the Town Council to provide email hosting, hardware and software upgrades, secure data storage, monitoring, migration, and other IT support services; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 9th day of November, 2026, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

Section 1: That the Agreement for computer hardware and software, migration, secure data storage, creation of a .gov web domain, and other support services with Navigating IT, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is hereby authorized to execute the Agreement for the above-described services for and on behalf of the Town of Yacolt.

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

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 9th day of November, 2026.

TOWN OF YACOLT

_____
Ian Shealy, Mayor

Attest:

_____
Stephanie Fields, Town Clerk

Approved as to Form:

_____
Brian Gerst, Town Attorney

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

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #649 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, APPROVING AN AGREEMENT FOR EMAIL HOSTING, COMPUTER HARDWARE AND SOFTWARE UPGRADES, PROVIDING TECH SUPPORT INCLUDING CYBER-SECURITY, SECURE DATA STORAGE, MONITORING, AND MIGRATION/INTEGRATION WITH NEW AND EXISTING SOFTWARE AND HARDWARE, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH NAVIGATING IT.", as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

_____
Stephanie Fields, Town Clerk

Published: _____
Effective Date: November 9, 2026
Resolution Number: 649

NAVIGATING IT™
TECHNOLOGY ADVISORS

MANAGED SERVICES AGREEMENT

This Managed Services Agreement, (hereafter "*Agreement*"), is a contract for IT services to support the Client's business by maintaining identified systems and components upon which the Client's business depends. The Agreement is made and entered into as of the date signed by the parties below.

1. **General Description of Management Services**: NITI will provide remote monitoring, management, and other related services for each Layer of the Client's IT system(s) as requested by the Client and agreed by NITI. The general Layers of service are described in Appendix B. NITI's services may include continuous remote monitoring of critical functions of Client Equipment and networks on a 24-hours-per-day and 365-days-per-year basis, as further described in Appendix B. NITI may provide additional services as may be requested by the Client from time to time pursuant to a Project agreement. NITI shall be solely responsible for all services under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of all work. NITI shall reasonably supervise and direct the work, and provide the reasonable attention necessary for such proper supervision and direction.

2. **Specifications for Client's Services**: Appendix A describes the Layers of the Client's IT system(s) for which the Client is to receive managed services from NITI, together with the number of Equipment devices to be managed, and the Client's specifications for service plans, add-on services, one-time services, and cloud-based software solutions to be provided through NITI. These specifications are subject to change pursuant to the terms of this Agreement.

3. **Definitions**:

3.1. **After Hours Support**: The phrase "After Hours Support" refers to times between the hours of 7:00 a.m. and 9:00 a.m., and between the hours of 6:00 p.m. and 10:00 p.m., on regular business days, being Monday through Friday, but excluding Federal and Washington State holidays.

3.2. **Change Order**: The term "Change Order" means a document in either paper or electronic form (e.g., e-mail that can be reasonably dated, traced and/or otherwise identified) that originates from either Party and is accepted by the other Party, authorizing a specific Project, additional services or changes to services under this Agreement and pursuant to agreed terms.

3.3. **Business Hours**: The phrase "Business Hours" refers to times between the hours of 9:00 a.m. and 6:00 p.m. on regular business days, being Monday through Friday, but excluding Federal and Washington State holidays.

3.4. **Equipment**: The term "Equipment", as used in this Agreement, means the Client's Equipment including Work Stations, (desktops, notebooks/laptops or virtual machines), Servers, (including Windows "File" Servers), NAS Devices, (network attached storage devices), and other equipment.

3.5. **Inclusion List**: The phrase "Inclusion List" (Appendix C) refers to the common group of services that are included and available to Clients under the "Standard", "Preferred", and "Premium" service plans. The availability of these service plans is described in Appendix B.

(The services described in the Inclusion List are not part of the services included with the Basic Plan for limited workstation support, or with any Project except to the extent expressly stated in the Project agreement. *See*, Appendix B.)

3.6. **Layer**: The term "Layer" refers to any of the five subjects for which NITI offers IT services to its clients. Clients generally have the option to identify one or more Layers for which they seek cybersecurity and IT maintenance support services from NITI. The current service Layers offered by NITI include: (1). Network Infrastructure; (2). Workstations; (3). Servers; (4). Users; and (5). Backups. (*See*, Appendix B.)

3.7. **Parties**: "NITI" refers to Navigating IT, Inc. "Client" or "You" refers to the client described in Appendix A.

3.8. **Project**: The term "Project" means any and all services requested of NITI by the Client that fall outside of the terms of this Agreement. The terms and charges for all Projects should be agreed in advance by the Parties by Change Order or other written agreement, signed by the Parties.

3.9. **Unlimited Support**: The terms "Unlimited Support", "Unlimited Remote Support", "Unlimited Onsite Support", "Unlimited Scheduled After-Hours Support", and similar terms, include all support and service described on the Inclusion List. Any support or service that is not described on the Inclusion List is beyond the scope of the services provided by NITI under this Agreement unless otherwise specifically agreed or arranged between the Parties. All Unlimited Support services are only provided by NITI during Business Hours or as After Hours Support.

4. **Limitations and Exclusions**:

4.1. **Parts, Equipment, Software, Repairs, Training Services, etc.**: Unless otherwise described by Appendix B or pursuant to a Project, Services rendered under this Agreement do not include:

4.1.1. The cost to NITI of any parts, new Equipment, or shipping charges of any kind;
4.1.2. The cost of any software, licensing, or software renewal or upgrade fees of any kind;
4.1.3. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind;
4.1.4. The cost to bring Client's environment up to minimum standards required for services;
4.1.5. Service and repair made necessary by the alteration or modification of Equipment other than that authorized by NITI, including alterations, software installations or modifications of Equipment made by Client's employees or anyone other than NITI;
4.1.6. Maintenance of applications software packages, whether acquired from NITI or any other source unless included pursuant to Appendix B;
4.1.7. Programming (modification of software code) and program (software) maintenance unless included pursuant to Appendix B;
4.1.8. Any services and costs relating to equipment not covered by this Agreement, (i.e., not listed in Client's list of covered Equipment, Appendix A);
4.1.9. Repairs, maintenance, upgrades, diagnostic services, and/or changes of any kind to Client's physical equipment unless included pursuant to Appendix B; and,
4.1.10. Training services of any kind.

4.2. **Onboarding and Offboarding Services**: The managed services provided by NITI and available under this Agreement pursuant to any regular monthly service plan described in

Appendix B do not include NITI's assistance with the onboarding or offboarding of Users or Client Equipment. Such work shall be performed as a Project pursuant to a Change Order or separate agreement between the Parties.

4.3. **General Limitations on NITI's Managed Services**: NITI's managed services involve primarily automatic computer monitoring and reporting systems. NITI also provides personalized telephonic, email, remote and onsite support and services as part of the managed services provided under this Agreement. Any personalized telephonic, email, remote and onsite support and services to the Client can be delayed or limited by the availability of NITI personnel. The Client understands and agrees that NITI has full discretion, control and authority to prioritize the availability of its personal services among its clients based on the relative severity of its client's managed services needs at any given time. The Client further understands and agrees that any work, response or action required of NITI's personnel under this Agreement shall be provided only during Business Hours or as After Hours Support. Additional travel charges may apply for onsite service outside of the Vancouver metropolitan area.

5. **Suitability of Existing Environment / Minimum Standards for Services**: NITI requires that the Client's IT environment meet or exceed certain standards in order to be eligible for service. The Client agrees that NITI may modify the Client's IT environment and Equipment to satisfy the following minimum standards.

5.1. All Equipment must be genuine, licensed and vendor-supported, and have all of the latest Microsoft Service Packs and Critical Updates installed.

5.2. The Client's IT environment must have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and email.

If changes or upgrades to the Client's existing system environment are necessary, NITI will provide a Project proposal for that work prior to preparing the system for managed services under this Agreement. In the event the Parties cannot agree on corrections to the Client's IT environment that NITI deems necessary, either Party shall have the right to terminate this Agreement pursuant to the terms of Paragraph 9.

6. **Chronically Failing and Obsolete Equipment and Software**: Equipment and/or software belonging to the Client may from time to time reveal itself to be obsolete or chronically failing. This means that the Equipment or software repeatedly breaks down and/or consistently causes user and business interruption even though repairs are accomplished. Equipment and software may also be obsolete in the sense that it is no longer supported by the manufacturer with appropriate security updates, etc. Such situations can result in a security risk to the Client's IT systems. Should this occur, the Client agrees to work constructively and positively with NITI to replace the Equipment or software.

7. **Access and Confidentiality**: The Client authorizes NITI to view any data within the regular routine of repair or system improvement. The Client also authorizes NITI to reasonably delete, change, and/or rewrite any necessary information to complete system repair or improvement that is consistent with the standards and practices in the industry. NITI agrees to treat all Client files and data as confidential and will take all reasonable steps to ensure the staff and sub-contractors of NITI observe this policy. No information reviewed by any employee, consultant, or agent of NITI will be shared or provided to any outside source without prior written approval by the Client, except as necessary to or consistent with providing the agreed services under this Agreement, or as required by law or judicial or administrative process.

The Client agrees to limit access to its computer network to those employees and consultants who require such access in order to use the computer network in furtherance of the Client's business. The Client shall take all reasonable precautions to maintain the confidentiality of the computer network.

8. **Billing and Payment Schedule**: The Client agrees to pay NITI for agreed services to be charged under the terms of this Agreement and as described in Appendix A and Appendix B, as modified from time to time by the terms of the Agreement.

8.1. **Invoices and Due Dates**: NITI will bill the Client on or about the 10th of each month in advance for the monthly charges and services payable in the upcoming calendar month, plus any amounts due for services rendered or materials provided that were not included in an invoice for the prior month. NITI may bill the Client for monthly service fees on a prorated basis for the first month of Managed Services where services are provided for only part of the month. NITI will bill the Client for services during the month of termination on a prorated basis other than costs for Client-specific software which will be billed to the Client as incurred by NITI.

Payment is due by the 25th of the billing month. Any additional expenses payable including but not limited to lodging or mileage will be included on the Client's monthly invoice. [Note: services under this Agreement, including but not limited to managed anti-virus protection, may be suspended if payment is not received within 30 days following date due.]

8.2. **Payment Options**: The Client may pay for services by check, credit card, or other agreed means.

Though NITI invoices for services on a monthly basis, some Clients prefer to pre-pay for a longer period of service. NITI tries to accommodate such requests, and is generally willing to accept pre-payments on a monthly, quarterly, bi-annually, or even annual basis. However, acceptance by NITI of any pre-payment by the Client does not constitute a waiver of NITI's rights under the Agreement to bill the Client for other Projects, special costs, and increases to monthly service fees.

A 3% processing fee will be added to any payment made by credit card. The Client agrees to pay a $25.00 fee for each returned check and authorizes that the fee and the check amount can be electronically collected.

8.3. **Materials and Equipment Purchases**: Any equipment or products purchased by NITI on behalf of the Client will be invoiced at the time of delivery and payment is due upon receipt.

8.4. **Projects**: It is understood that any and all services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual services.

8.5. **Taxes**: The Client understands and agrees that any Federal, State or local taxes applicable to the services rendered or materials provided by NITI will be added to each invoice as applicable. The Client agrees to pay such taxes unless a valid exemption certificate is furnished to NITI.

8.6. **Annual Service Fee Increases**: The hourly rates and recurring monthly charges described in Appendix B shall increase by 5% on each anniversary of the date of this Agreement. The annual increases shall be applied cumulatively over the entire Term of this Agreement to the then-current rates and recurring monthly charges immediately prior to the annual increase.

8.7. **Increases to Monthly Service Fees for Freestanding Services**: Monthly charges for personalized freestanding services identified by the Parties in Appendix A include NITI's costs for vendor contracts and license agreements that are necessary to provide those services. NITI has no control over those costs, and little or no advance warning of price increases imposed by the vendors and licensors for the use of their products. Therefore, with respect to personalized freestanding services listed in Appendix A, the Parties understand and agree that NITI may increase the monthly invoices to the Client by the amount of any actual increase imposed on NITI from such vendors and licensors.

9. **Term of Agreement, Amendment and Termination**: This Agreement shall remain in force for the period of years described in Appendix A unless extended, amended, or terminated by either Party according to the terms of this Agreement.

9.1. **Changes to Services – Amendment**: Any agreement for managed services described in Appendix B, Equipment descriptions, add-on services or other conditions listed in Appendix A may be changed at any time by mutual agreement of the Client and NITI, provided that the Parties both agree to a Change Order describing such change. Copies of the Change Order will be maintained by NITI together with this Agreement, and a copy provided to the Client upon request. The amount invoiced to the Client by NITI shall increase or decrease in accordance with the pricing stated in Appendix B, pursuant to the terms of this Agreement, or with specific pricing arrangements reached by the Parties in a Change Order.

9.2. **Termination for Non-Payment**: This Agreement may be terminated by NITI if payment for any invoice is not received within thirty (30) days of the invoice date. Such termination shall be effective following ten (10) days' written notice by NITI. The Client shall continue to be responsible for all payments due to NITI pursuant to Paragraph 8 and for all recurring monthly service fees through the date of the next anniversary of this Agreement as described in Appendix A.

9.3. **Termination for Unsuitable Client IT Environment**: If either Party terminates this Agreement pursuant to Paragraph 5 of the Agreement, such termination shall be effective following thirty (30) days' written notice.

9.4. **Cooperation Upon Termination**: If either Party terminates this Agreement for reasons other than the Client's failure to pay for NITI's services, NITI will assist the Client in the orderly termination of services, including the timely transfer of the services to another designated provider. The Client agrees to pay NITI the actual costs of rendering such assistance. Actual costs could include but are not limited to training, data transfer, license transfers or Equipment removal.

10. **Limitation of Liability**: NITI and its agents and suppliers shall not be liable for indirect, special, incidental, consequential or punitive, economic or property damages whatsoever, (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising under this Agreement or during the term of this Agreement, including but not limited to loss of use of Equipment, costs of substitute Equipment, loss of use of software, costs of substitute software, or other costs.

EXCEPT AS SET FORTH IN THIS AGREEMENT, NITI MAKES NO WARRANTY EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO SERVICES OR THE RESULTS OBTAINED FROM

NITI'S WORK, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN A STATEMENT OF WORK, IN NO EVENT SHALL NITI BE HELD LIABLE TO, OR BE REQUIRED TO INDEMNIFY, CLIENT FOR ANY DAMAGES CLIENT INCURS OR ALLEGES TO INCUR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT OR ANY BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT HEREIN CONTAINED UNLESS SUCH DAMAGE IS DIRECTLY ATTRIBUTABLE TO NITI'S FRAUDULENT OR INTENTIONAL MISCONDUCT.

11. **Warranties**: NITI makes no warranty with regard to the fitness of any equipment, software, materials or products supplied as part of its services to the Client under this Agreement. Any warranty provided with respect to any hardware, software, cabling, and peripherals supplied by NITI is limited to such warranty provided by the manufacturer or vendor only. The managed services provided by NITI under this Agreement are expressly not guaranteed to prevent loss, costs or damage of any kind as a result of any form of cybersecurity threat, including, without limitation, threats commonly known as ransomware, malware, phishing, denial-of-service, man-in-the-middle attacks, SQL injections, password attacks, cross-site scripting, and rootkits.

12. Relationship of the Parties: The Parties are independent contractors with respect to all matters arising under this Agreement. Nothing in this Agreement shall be deemed to establish a partnership, joint venture, association or employment relationship between the Parties. With respect to its employees, a Party shall remain responsible, and shall indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit obligations.

13. **General Provisions**:

13.1. **Notices**: All notices and other communications between parties, including payments, shall be in writing and either hand-delivered, e-mailed, or mailed by first class mail, postage prepaid, as follows:

If to NITI: **Navigating IT, Inc.**
14020 N.E. Fourth Plain Blvd., Suite C
Vancouver, WA 98682
E-mail: support@cecs-online.com
(360) 891-2327

If to Client: (The Client's name and contact information is described on Appendix A.)

All notices shall be deemed given on the day such notice is personally served or on the third day following the day such notice is mailed in accordance with this Paragraph. The name and address to which notices shall be directed may be changed by a Party by giving the other Party notice of such change as provided in this Paragraph.

13.2. **Time of the Essence**: Time is of the essence of each and every provision of this Agreement.

13.3. **Dispute Resolution**: If a dispute arises out of or relating to this Agreement, or the breach of this Agreement, and if the dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. If the Parties do not agree on a mediator or resolve their dispute within a period of 45 days, then all disputes, claims, questions, or differences may be finally settled by action in a judicial or quasi-judicial tribunal.

13.4. **Survival of Obligations**: Paragraphs 7, 8, 9, 10, 11, 12 and 13 of this Agreement shall survive the expiration or termination of this Agreement.

13.5. **Governing Law**: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Venue for any matter arising out of this Agreement shall be in Clark County, Washington.

13.6. **Attorney Fees**: The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees, costs, and expenses, including reasonable attorney's fees, costs, and expenses incurred on appeal.

13.7. **Waiver and Strict Performance**: No act or omission of any Party to this Agreement shall at any time be construed to deprive such Party of a right or remedy hereunder, or otherwise, or be construed so as to at any future time estop such Party from exercising such right or remedy. The failure of any Party hereto to insist upon strict performance of any of the promises and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

13.8. **Entire Agreement**: This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Party except to the extent incorporated in this Agreement.

13.9. **Severability**: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

13.10. **Modification of Agreement**: Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party unless such modification constitutes a Change Order as described above.

13.11. **Successors and Assigns**: The rights and obligations of each Party under this Agreement may be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.12. **Paragraph Headings**: The titles to the Paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

13.13. **Representation**: The Parties understand that this Agreement has been prepared by the attorney for NITI, and that the Client has obtained the advice of its own counsel with respect to its rights and obligations under this Agreement. The Parties agree that they are not relying on any representation or advice by the other Party or its attorney and that they have satisfied themselves as to the terms, duties and risks of signing this Agreement.

13.14. **Construction**: Each Party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all Parties, and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed in favor of or against any Party.

13.15. **Further Assurances**: The Parties to this Agreement each shall execute and deliver such other documents and instruments and take such further actions as may be reasonably necessary or required to consummate the transactions contemplated by this Agreement.

13.16. **Authority of the Parties**: The Parties hereby represent that each of the undersigned has authority to bind the respective Party to this Agreement.

13.17. **Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument. Facsimile or e-mailed copies of signatures shall be treated as original signatures. On the request of a Party, an original signature page will be delivered to the requesting Party.

13.18. **Force Majeure**: Neither Party shall be responsible or liable in any way for failure or delay in performing its obligations under this Agreement, other than obligations to make payment, when such failure or delay is directly or indirectly due to an act of God, war, threat of war, war-like conditions, hostilities, sanctions, revolution, riot, looting, striking, accident, fire, explosion, flood, inability to obtain materials, building modifications, power failure, government order or regulations, or any other cause beyond its reasonable control.

13.19. **Indemnity and Hold Harmless Agreement(s)**: To the maximum extent permitted by law as limited by the terms of this Agreement, NITI and the Client shall indemnify, hold harmless, insure, and defend the other Party and all of its officials, employees, principals, and agents from all claims, demands, suits, actions, costs, and liability of any kind whatsoever, including without limitation bodily injury and/or property damage, which arise out of, are connected with, or are incident to any recklessness, intentional misconduct, or errors, omissions or other negligent acts of the indemnifying party, its contractors, subcontractors, employees, and agents in performing the indemnifying party's obligations under this Agreement; provided, however, if any such claims, demands, suits, actions, costs, or liability are caused by or result from the concurrent negligence of the Parties or their respective contractors, agents, or employees, this defense and indemnity obligation applies only to the extent of the negligence of the indemnifying Party or its contractors, employees, or agents.

The Parties agree that their obligations under this paragraph shall not extend to claims made against one Party by the other Party's own employees. This agreement has been mutually negotiated by the Parties.

14. **Appendices**: Copies of the following attachments have been provided to the Client and are hereby incorporated in and are made a part of this Agreement. Receipt of each Appendix is hereby acknowledged by Client:

14.1. Appendix A - Client Specifications and Service Plan: A description of the Client's contact information, Equipment applicable to this Agreement, the Layers for which monitoring and support services will be provided by NITI, the service plans selected by Client, (if any), and other information unique to the Client;

14.2. Appendix B - Description of Layers and Service Level Plans: A list of the IT system Layers for which NITI offers managed services to its clients, along with a description of the costs and differences among the plans, is provided at Appendix B;

14.3. Appendix C - Inclusion List; A general list of the common services that are included and available to Clients under the "Standard", "Preferred", and "Premium" service plans available for Layers 1-4; and,

14.4. Appendix D - Personal Guarantee, (if applicable).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Authorized Signature	Name (Printed)	Client	Date

Authorized Signature	Name (Printed)	Navigating IT Inc.	Date

Appendix A
Client Specifications

Navigating IT Inc.
14020 NE 4th Plain BLVD., Suite C
Vancouver, WA, 98682

Client Name: Town of Yacolt
Street Address: 202 W Cushman Street
City, State, ZIP: Yacolt, WA 98675

Primary Contact:
Name: _____
Number: _____
Email: _____
Authorized to make changes to contract? _____ Make purchases? _____

Secondary Contact:
Name: _____
Number: _____
Email: _____
Authorized to make changes to contract? _____ Make purchases? _____

CONTRACT TERM: This Agreement shall be effective as of Nov 1, 2026, and this agreement shall terminate on Dec. 31, 2029, unless otherwise terminated or extended pursuant to the terms of the Agreement or by mutual agreement of the Parties.

Clients Personalized Managed Service Plan:

Layers	Chosen Level	# of Devices / Users	Cost Per	Subtotal	Denied?
Infrastructure	N/A	5	N/A	$60.00	☐
Workstations	Standard	4	$102.75	$411.00	☐
Servers					☑
User Bundles	Preferred	12	$99.50	$1,194.00	☐
Managed Backups (WS)					☑
Managed Backups (Server)					☑
					☐
		Plan Total Before Sales Tax		$1,665.00	

Client's Personalized Freestanding Services:

Freestanding Services				
Name	Description	# of Devices / Licenses	Cost Per	Subtotal
		Addons Total Before Tax		

Client Representative Initials _____ Date _____

Equipment Purchase				
Item name	Description	Quantity	Cost Per	Subtotal
Gateway	UniFi UXG Pro Gateway/Firewall	1	$699	$699
Switch	UniFi Pro Max 24-Port POE Switch	1	$999	$999
Switch	UniFi 8-Port POE Lite	1	$149	$149
Access point	UniFi U7 Mesh Access Point	1	$279	$279
Battery backup	UniFi 1.44kVA rack-mount battery backup	1	$375	$375
Accessories	Patch panel, keystone jack, rack shelf, cables	1	$489	$489
		Equipment Total Before Tax		$2,990.00

Additional Notes: _____

Recap;

Managed Services Plan (before any applicable taxes, fees, or addons): $ 1,665.00

Addons (before any applicable taxes or fees): $ 0.00

Monthly Total (after addons, before tax and overages): $ 1,665.00

One-time Onboarding Fee (before tax): $ 3,775.00

Equipment purchase (before tax): $ 2,990.00

Please list which of your employees are allowed to call us for phone support or to schedule on-site support, which may result in charges to the account:

_____

_____

_____

NITI _____ Client _____

Date 09/30/2026 Date _____

Service "Layers" and Plan Options

Cyber threats have been increasing exponentially both in number and sophistication. Businesses must evolve and become more vigilant to counter these threats. This means we need to focus on all aspects of IT systems instead of just one. That is the reason Navigating IT offers a 5-Layer approach to security. Though each Layer is as important as the others, our Managed Services Agreement allows you to decide which Layers will receive managed IT support. Once you've decided to purchase support for a particular Layer, you have the ability to tailor that support to your unique needs and budget. Navigating IT offers a variety of service level plans for most of the Layers. This flexibility with service options allows each Client to create a unique service plan that will best satisfy that Client's IT needs at an affordable price.

What are the Five Layers?

1



Layer 1: Network Infrastructure: Network Infrastructure is the backbone of your company, providing hardware and software that makes network connectivity, communication, and streamlined operations possible.

See Page 2 for more information about Network Infrastructure support.

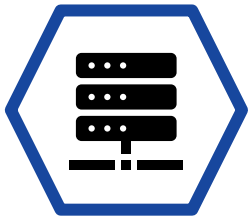
2



Layer 2: Workstations: Your personal computers are your key to productivity. Managed support for your workstations, laptops and virtual machines will improve the speed, uptime and ultimately greater success of your business.

See Page 3 for more information about support for your Workstations.

3



Layer 3: Servers: Due to the importance of security for your company servers, we offer two higher tier options that provide security and protection for all of your important data.

See Page 4 for more information about Server support.

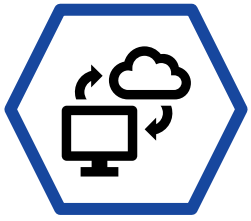
4



Layer 4: Users: Unfortunately, users are responsible for a majority of data breaches. Even with the most robust security, users clicking on the wrong link or plugging in an unknown USB drive can take a company down. Navigating IT offers two bundled service plans to better protect your business from these problems and many more.

See Page 5 for more information about User Bundles.

5



Layer 5: Backups: Backups allow us to recover not only from a ransomware attack, but also in the event of a hardware failure or theft of equipment. Our backups are full image backups which we monitor and test monthly. Our managed backup options are compatible with the industry standard 3-2-1 method.

See Page 6 for more information about support for your Backup systems.

Layer 1: Network Infrastructure Support



To ensure the greatest opportunity for success with your network security, Navigating IT requires standardization among our managed service clients to allow us to utilize equipment that matches our expertise. This also allows us to troubleshoot issues more efficiently, decreasing your downtime and replacement expenses. Standardization may require a one-time purchase of your network equipment from Navigating IT. As long as we are managing this equipment, we will repair or replace that equipment at no cost to you during the life of the contract.

SERVICE LAYERS AND PLAN OPTIONS

LAYER 1: INFRASTRUCTURE SUPPORT	STANDARD	PREFERRED
SUPPORT		
• 24x7x365 Device Monitoring	☑	☑
• Network Equipment Configuration and Backup of Settings	☑	☑
• Lifetime Network Hardware[1]	N/A	☑
PRICE PER MONTH [2]	$TBD	$TBD

- [1] "Lifetime Network Hardware" refers to equipment purchased by the Client from Navigating IT to standardize the Client's IT environment allowing more effective and efficient monitoring services. The "Lifetime Network Hardware" agreement refers to Navigating IT's warranty of any such purchased equipment. During the term of the Agreement only, Navigating IT will repair or replace damaged or faulty Network Equipment that NITI provided to the Client at Navigating IT's expense.
- [2] Price per month is based on location and number of devices.
- Additional travel charges may apply for onsite service.

"There's no silver bullet solution with cyber security, a layered defense is the only viable defense."

James Scott, Institute for Critical Infrastructure Technology

Layer 2: Workstation Support

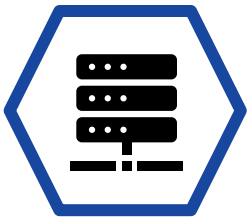


Our workstation plans are now designed with more security in mind. The level of security will depend on the plan that you choose. We have upgraded to a Managed Advanced EDR Application which will replace your Antivirus. Next, we implemented a Next Gen Firewall that not only protects you while at work, but goes with you whether you are on appointment, working from a coffee shop or from home. We are now offering application and storage control, which basically means we can limit what runs on your computer, and what you plug into your computers. We are also incorporating remote access software (which requires MFA) for when you need to work away from the office. Plus, much more.

LAYER 2: WORKSTATION SUPPORT	STANDARD (Minimum 10)	PREFERRED (Minimum 10)	PREMIUM (Minimum 10)
SUPPORT			
• 24x7x365 Device Monitoring	☑	☑	☑
• Microsoft & 3rd Party App Updates	☑	☑	☑
• Managed Active EDR (Endpoint Detection & Response)	☑	☑	☑
• Managed Hosted Next-Gen Firewall	☑	☑	☑
• Secure DNS	☑	☑	☑
• DPI & SSL Inspection	☑	☑	☑
• Endpoint Zero-Trust App Control		☑	☑
• Endpoint Storage Control & Auditing		☑	☑
• Managed Detection & Response			☑
• Dark Web Monitoring[1]			☑
• Remote Access w/ MFA Required			☑
• Unlimited Remote Support[2] (Business Hours)	☑	☑	☑
• Unlimited Onsite Support[2,3,4] (Business Hours)	VIP Rates	VIP Rates	☑
• Unlimited Scheduled After Hours Support[2,3]	$250 / hr	$250 / hr	☑
• Projects & Add/Move/Change[4]	VIP Rates	VIP Rates	VIP Rates
MANAGEMENT			
• IT Documentation	☑	☑	☑
• Procurement Assistance	☑	☑	☑
• Asset & Inventory Management Report	$599	Annually	Annually
• IT Budget Preparation	$899	Annually	Annually
• Technology Business Review	Bi-Annually	Quarterly	Monthly
PER WORKSTATION PER MONTH	**$97.90**	**$119.90**	**$186.10**

- [1] Dark Web Monitoring for a single domain. Additional domain monitoring provided at additional cost.
- [2] Services included in our Inclusion List may be requested as often as needed. All other services will be billed at VIP Rates.
- [3] Additional travel charges may apply for onsite service.
- [4] "VIP Rates" will be at least 15% less than Navigating IT's standard hourly rates at the time of the work.

Layer 3: Server Support



Navigating IT will monitor and enhance your existing security to increase efficiency and longevity. Without servers, (and access to your vital data and documents), your entire business operation may be negatively affected.

Due to the importance of security for your company servers, we offer two higher tier options that provide security and protection for all your important data.

SERVICE LAYERS AND PLAN OPTIONS

LAYER 3: SERVER SUPPORT	PREFERRED	PREMIUM
SUPPORT		
• 24x7x365 Device Monitoring	☑	☑
• Microsoft & 3rd Party App Updates	☑	☑
• Managed Active EDR (Endpoint Detection & Response)	☑	☑
• Managed Hosted Next-Gen Firewall	☑	☑
• Secure DNS	☑	☑
• DPI & SSL Inspection	☑	☑
• Endpoint Zero-Trust App Control	☑	☑
• Endpoint Storage Control & Auditing	☑	☑
• Managed Detection & Response		☑
• Dark Web Monitoring[1]		☑
• Remote Access w/ MFA Required		☑
• Unlimited Remote Support[2] (Business Hours)	☑	☑
• Unlimited Onsite Support[2,3,4] (Business Hours)	VIP Rates	☑
• Unlimited Scheduled After Hours Support[2,3]	$250 / hr	☑
• Projects & Add/Move/Change[4]	VIP Rates	VIP Rates
PER SERVER PER MONTH	**$219.10**	**$329.40**

- [1] Dark Web Monitoring for a single domain
- [2] You can send as many requests as you like for any of the items in our Inclusion List.
- [3] Additional travel charges may apply for onsite service.
- [4] "VIP Rates" will be at least 15% less than Navigating IT's standard hourly rates at the time of the work.

Layer 4: User Productivity Bundles



Computer users are often the weak link in computer security. For this reason, Navigating IT offers two user bundles that have security as their foundation. These bundles provide licenses for Microsoft Office applications, business-class email[1], email backup[1], anti-phishing protection[1], password manager, dark web monitoring, and monthly employee security training, plus more.

SERVICE LAYERS AND PLAN OPTIONS

LAYER 4: USER PRODUCTIVITY BUNDLES	PREFERRED (Minimum 5)	PREMIUM (Minimum 5)
SUPPORT		
• Microsoft 365 Business Premium	☑	☑
• Microsoft Exchange (50GB)	50 GB	100 GB
• Safe Attachment Protection[1]	☑	☑
• Anti-Phishing Protection[1]	☑	☑
• Office 365 Data Loss Prevention[1]	☑	☑
• Microsoft 365 Email Backup[1]	☑	☑
• Microsoft 365 Email Archiving[1]		☑
• OneDrive for Business (1TB)	☑	☑
• Mobile Device Management	☑	☑
• Password Manager	☑	☑
• Employee Security Training (Annual + Weekly Micro Training)[2]	☑	☑
• Dark Web Monitoring[3]	☑	☑
• Remote Access w/ MFA Requirement	☑	☑
PER USER PER MONTH	**$75.80**	**$97.90**

- [1] Email related services require Office 365 hosted email managed by NITI.
- [23] HIPAA related training is an optional upgrade.
- [3] Dark Web Monitoring for a single domain. Additional domain monitoring provided at additional cost.
- Additional travel charges may apply for onsite service.

"The best tools are essentially useless if the person wielding them has no knowledge how to effectively use them."

Layer 5: Managed Backup Plans



What is a Managed Backup?

A Managed Backup is a backup that is both monitored and tested regularly. Monitoring allows us to know if and when a backup is missed so we can investigate the cause and implement a solution, assuring backups are being completed regularly. Testing a backup is accomplished by restoring a few random files monthly to verify the integrity of the backup. Managed Backups can also be configured to use the 3-2-1 method.

What is the 3-2-1 Backup Method?

The 3-2-1 Backup Method is the industry standard golden standard in the IT community. Backups configured this way provide redundancy since you will have a local backup plus a cloud-based backup. In the event something has happened to your local backup you then can recover from the cloud. Backups are set up the following way:

3 – Three or more copies of your data
2 – Two copies of your data locally (first copy on your device, second copy on a local backup)
1 – One copy of your data in the cloud

If you already have an external hard drive or NAS device or would like to purchase one, we are able to configure your backup in this way.

Standard backups are not monitored, nor tested. This means you only know if you have a recent and or reliable backup upon trying to restore your data. Standard backups do not always support the 3-2-1 method.

WORKSTATION
(500 GB Storage)

- ☑ Secure off-site backup storage
- ☑ Hosted self-service management portal
- ☑ Full image and file-level backups
- ☑ Custom policies with backup schedules
- ☑ AES-256 encryption of backups in transit and at rest
- ☑ Supports the 3-2-1 method

Starting at $89.00
PER MONTH / PER DEVICE
(Setup Fee: $79.00)

SERVER
(1 TB Storage)

- ☑ Secure off-site backup storage
- ☑ Hosted self-service management portal
- ☑ Full image and file-level backups
- ☑ Custom policies with backup schedules
- ☑ AES-256 encryption of backups in transit and at rest
- ☑ Supports the 3-2-1 method

Starting at $169.00
PER MONTH / PER DEVICE
(Setup Fee: $79.00)

INCLUSION LIST

INCLUDED MAINTENANCE SUPPORT	FREQUENCY
NETWORK (INCLUDED w/ INFRASTRUCTURE MANAGEMENT)	
• Troubleshoot Internet (Connectivity, Outages, ISP)	As Needed
• Troubleshoot Networking Hardware[2]	As Needed
• Modify Wi-Fi Information (Name, Password)	As Needed
• Monitor Networking Hardware (Operations & Availability)[2]	24x7x365
• Monitor Network Status & Activity	24x7x365
• Review Network Usage (Hardware Dependent)	By Request
• Update Networking Firmware	On Release
• Process Warranty Claims[2]	As Needed
WORKSTATIONS AND SERVERS (INCLUDED w/ CORRESPONDING PLAN)	
• Monitor Critical Workstation & Server Processes	24x7x365
• Monitor Workstation & Server Hardware Metrics	24x7x365
• Monitor Anti-Virus Status & Activity	24x7x365
• Monitor Security Alerts & Incidents	24x7x365
• Troubleshoot Workstations & Servers[2]	As Needed
• Troubleshoot Operating System	As Needed
• Troubleshoot Components & Peripherals[2]	As Needed
• Reboot Workstations & Servers	As Needed
• Configure Profiles on Existing Workstations & Servers	As Needed
• Reset Local User Passwords	As Needed
• Microsoft Patch Management (Service Packs & Updates)	On Release
• Update Anti-Virus Core & Definitions	On Release
• Update Approved 3rd Party Applications (e.g., Acrobat, Browser)	On Release
• Troubleshoot Printing Issues (Update Drivers, Clear Print Queue)	As Needed
• Add Existing Printer to Workstations	As Needed
• Process Warranty Claims[2]	As Needed
• Assist with Hardware Procurement	As Needed
• Consult on Technology Business Review (TBR)	Based on Plan
• Modify Security Groups & Roles	As Needed

- [1] Applicable only when using the backup platforms in our recommended technology platform with purchase of required license(s).
- [2] As you can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that we didn't recommend, sell, and install. As such, if hardware to be serviced by Navigating IT was not purchased from Navigating IT, and/or the device is not currently covered by the Manufacturer's warranty, a care pack, or a maintenance agreement, then coverage of any equipment, device, or item of hardware under this Inclusions List may be denied by Navigating IT at Navigating IT's sole discretion. Services provided with respect to such equipment, device, or item of hardware shall be pursuant to a Change Order or Project as described in the Agreement.
- [3] This assumes that you already have the back-end systems and company-wide configurations all set up and configured for this product. If you don't, then we will discuss with you the scope of any potential project and send you a separate proposal for your review.

NOTE: All support communications and services (telephone, text, email, remote support and/or onsite support) involving Navigating IT's personnel shall be limited to Business Hours and After-Hours Support. Additional travel charges may apply for onsite service.

INCLUSION LIST

INCLUDED MAINTENANCE SUPPORT	FREQUENCY
USER SUPPORT (INCLUDED w/ User BUNDLES)	
• Configure O365 Apps on Phones & Tablets[3]	As Needed
• Configure O365 Apps on Workstations[3]	As Needed
• Configure Shared Mailboxes & Distribution Groups	As Needed
• Archive Old User Accounts (Backup Email & Files)[1]	As Needed
• Restore Email Backups[1]	As Needed
• Reset O365 Account Passwords	As Needed
• Troubleshoot Microsoft O365	As Needed
• Modify User Accounts	As Needed
BACKUP AND DISASTER RECOVERY (INCLUDED w/ MANAGED BACKUPS)	
• Monitor Server and Workstation Backups[1]	24x7x365
• Monitor Office 365 Backups[1]	24x7x365
• Troubleshoot Server and Workstation Backup Failures[1]	As Needed
• Test File Restoration of Backups[1]	Monthly
• Report on Backup Status[1]	Monthly
• Restore Files from Backups[1]	As Needed

- [1] Applicable only when using the backup platforms in our recommended technology platform with purchase of required license(s).
- [2] As you can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that we didn't recommend, sell, and install. As such, if hardware to be serviced by Navigating IT was not purchased from Navigating IT, and/or the device is not currently covered by the Manufacturer's warranty, a care pack, or a maintenance agreement, then coverage of any equipment, device, or item of hardware under this Inclusions List may be denied by Navigating IT at Navigating IT's sole discretion. Services provided with respect to such equipment, device, or item of hardware shall be pursuant to a Change Order or Project as described in the Agreement.
- [3] This assumes that you already have the back-end systems and company-wide configurations all set up and configured for this product. If you don't, then we will discuss with you the scope of any potential project and send you a separate proposal for your review.

NOTE: All support communications and services (telephone, text, email, remote support and/or onsite support) involving Navigating IT's personnel shall be limited to Business Hours and After-Hours Support. Additional travel charges may apply for onsite service.

Town of Yacolt
Request for Council Action

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

Name: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Resolution #650 re: Springbrook Contract for Cloud-Based Software and Support Services

Proposed Meeting Date: November 9, 2026

Action Requested of Council: Approve Resolution #650, thereby authorizing Mayor Shealy to execute the Agreement with Springbrook Holding Company, LLC.

Proposed Motion: "I move that the Town approves Resolution #650, authorizing Mayor Shealy to execute the contract with Springbrook for cloud-based software and support, including one-time migration charges."

Summary/Background: The Town has been using Springbrook's on-premises accounting software since the end of 2007. Both the State Auditor's Office and IT experts recommend using a cloud-based system instead, as records are not only backed up immediately, but also more secure. Another advantage is if the software does need to be accessed remotely, it can be. Springbrook has a phenomenal team of software support people, who are just a phone call away whenever a user gets into a jam, at no extra charge. As we have been good customers of theirs for going on 20 years, they have offered us a discounted rate for their cloud-based software and migration. This is a step which has been on the back burner for a couple of years. It's time to take the step. The order and Agreement are attached to the Resolution below, as Exhibit A.

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

Mayor Ian Shealy
mayor@townofyacolt.com

(360) 686-3922

DRAFT Resolution #650

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, APPROVING AN AGREEMENT FOR CLOUD-BASED SOFTWARE, MIGRATION, AND SUPPORT SERVICES WITH SPRINGBROOK HOLDING COMPANY, LLC, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.

Whereas, the Town of Yacolt, (hereafter "*Town*" or "*Yacolt*"), desires to retain the services of a software company to provide cloud-based accounting and support services as needed by the Town;

Whereas, the Washington State Auditor's Office, AWC/RMSA, and MRSC all recommend enhancing cyber-security by using cloud-based software such as Springbrook provides;

Whereas, the Town has been using Springbrook's software and support since late 2007 and as a result, was able to negotiate a discounted rate on their cloud-based software, information storage, support, and migration charges;

Whereas, the Town has negotiated an Agreement for services with Springbrook Holding Company, LLC, and that Agreement has been reviewed and approved by the Town's Attorney;

Whereas, the Town's Mayor and Clerk determined that Springbrook Holding Company, LLC is qualified and able to provide top of the line, familiar services for the Town of Yacolt, and have recommended that the firm of Springbrook Holding Company, LLC, be selected by the Town Council to provide software, cloud-based storage, and support services; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 9th day of November, 2026, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

Section 1: That the Agreement for cloud-based software, migration, and support services with Springbrook Holding Company, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is hereby authorized to execute the Agreement for the above-described services for and on behalf of the Town of Yacolt.

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

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 9th day of November, 2026.

TOWN OF YACOLT

_____
Ian Shealy, Mayor

Attest:

_____
Stephanie Fields, Town Clerk

Approved as to Form:

_____
Brian Gerst, Town Attorney

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

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #650 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, APPROVING AN AGREEMENT FOR CLOUD-BASED SOFTWARE, MIGRATION, AND SUPPORT SERVICES WITH SPRINGBROOK HOLDING COMPANY, LLC, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT", as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

_____
Stephanie Fields, Town Clerk

Published: _____
Effective Date: November 9, 2026
Resolution Number: 650

Order Form: Q-60405-1
Creation Date: 11/2/2026, 7:45 AM
Expires On: 12/31/2026

Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
Stephanie Fields
Town of Yacolt, WA
202 W Cushman St.
Yacolt, Washington 98675
clerk@townofyacolt.com

Bill To:
Stephanie Fields
Town of Yacolt, WA
202 W Cushman St.
PO Box 160
Yacolt, Washington 98675
clerk@townofyacolt.com

Account Manager	E-mail	Phone Number	Payment Terms
Jason Laulainen	jason.laulainen@sprbrk.com	(509 284-8344	Net 30

Annual Product Pricing

PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Permitting Essentials Subscription	USD 6,400.00	1	46.875	USD 3,400.00
Cash Receipting Lite Subscription	USD 2,900.00	1	44.828	USD 1,600.00
Financial Essentials Subscription	USD 6,400.00	1	43.750	USD 3,600.00
Payroll Essentials Subscription	USD 6,950.00	1	42.446	USD 4,000.00
Enterprise User Subscription	USD 300.00	2	0.000	USD 600.00
			Annual Product Pricing Total:	USD 13,200.00

Fixed Fee Professional Services

PRODUCT	RATE	DESCRIPTION	QTY	DISC (%)	NET PRICE
Fixed Fee Professional Services - Migration	USD 4,100.00	Fixed Fee Professional Services - Migration	1	10.000	USD 3,690.00
				Fixed Fee Professional Services Total:	USD 3,690.00

Grand Total: USD 16,890.00
* excludes applicable sales tax

Order Details

Customer Name:	Town of Yacolt, WA
Customer Contact:	Stephanie Fields
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.app.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date")
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- Subscriptions, Maintenance, Hosting, and Support (“Recurring Services”) continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew for three (3) years or for the term specified in this Order Form, unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days prior to the expiration of the current Order Term.
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year’s Subscription Service fees ("Standard Annual Price Increase").

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Items Ordered	Invoice Timing
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons)	Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Estimated Time and Material Professional Services, On- Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Term.
|Implementation Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.
Managed Services:	Annual Report Services, begin upon the Effective Date and continue through June 30th of the signed year. Specialized training services begin upon the Effective Date and continue for four (4) months. Annual Support Plus Services, begin upon the Effective Date and continue for one year.

Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of $15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.
- ***On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.

- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Springbrook shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.

- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Springbrook. Customers are responsible for extracting data from any legacy systems and transferring the data into Springbrook's import templates.

Special Order Terms

Special Order Terms (if any):

This order request replaces and supersedes any previously executed order request related to the products listed above. Upon contract commencement, the customer will receive prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

The contract shall commence upon the provision of the product, which will take place on January 1, 2027. All invoices will begin upon the commencement of the contract. If the customer wishes to initiate the contract prior to January 1, 2027, they may do so by providing a written notice to Springbrook.

Any discounts applied under this Quote are one-time, non-recurring discounts and apply solely to the specific order referenced herein. Such discounts shall not be construed as establishing a course of dealing, precedent, or entitlement for any future orders. All subsequent orders for products or professional services will be billed at the then-current list price. This Quote does not obligate Springbrook to extend the same or similar discounts in connection with any future orders.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC	**Town of Yacolt, WA**
Signature:	Signature:
Name (Print):	Name (Print):
Title:	Title:
Date:	Date:

Approved as to form:

Town of Yacolt
Agenda Request

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

Name: Clerk Fields

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Hearing #1 re: 2027 Proposed Budget

Proposed Meeting Date: November 9, 2026

Action Requested of Council: Hold a Hearing to discuss the 2027 Proposed Budget; answer questions and listen to suggestions from the general public; make suggestions for fiscally responsible revisions to the Proposed Budget where appropriate.

Proposed Motion: TBD

Summary/ Background: The Town Council has held several Budget Workshops beginning in August, to discuss/suggest amounts to be put into next year's Budget. The Clerk has made all of the updates Council requested, as well as some which the Town's Engineer and Public Works Director have asked for, and attached a detailed copy below. Something new for next year which the Council and public will need to consider is the newly created Parks and Recreation Fund and how it will be funded.
Further refining of the Proposed Budget's numbers – especially beginning balances - will continue as more revenues and expenses occur this year. A 2nd Budget Hearing will take place at the November 23rd Special Council Meeting, where a more refined version of the Proposed Budget and salary range will be presented. The 2027 Budget will be set and adopted in December, likely at the regular Council Meeting on December 14th.

Staff Contact(s): Clerk Fields
clerk@townofyacolt.com
(360) 686-3922

2027 BUDGET TOTALS

001 General Fund 01/01/2027 To: 12/31/2027

		REVENUES
308 Beginning Balances		
308 91 00 01	Beginning Balance General	1,248,200.00
	308 Beginning Balances	1,248,200.00
310 Taxes		
311 10 00 00	Property Tax Revenue	300,000.00
313 11 00 00	Sales & Use Tax Ce	225,000.00
313 15 00 00	Public Safety Tax	20,000.00
313 71 00 00	Local Criminal Justice Fund	30,000.00
316 41 00 00	Electricity Taxes	80,000.00
316 47 00 00	Telephone Tax	25,000.00
	310 Taxes	680,000.00
320 Licenses & Permits		
321 99 00 00	Business Licenses	15,000.00
321 99 00 01	Business License Renewal	0.00
321 99 00 02	Peddlers License	400.00
322 10 00 00	Building Permits	10,000.00
322 10 00 01	Plan Review Fee	2,000.00
322 10 00 02	Fire & Life Safety Plan Review Fee	0.00
322 10 00 03	Pre-Application Conference	300.00
322 10 00 04	State Surcharge Fee	130.00
322 30 00 00	Animal Licences	50.00
341 82 00 00	Engineering Pass Thru	10,000.00
341 95 00 01	Legal Pass Through	0.00
	320 Licenses & Permits	37,880.00
330 State Generated Revenues		
333 21 00 00	Federal Indirect Grant From Department Of Treasury	0.00
334 00 10 00	Legislature & Its Committees Cap Budget Grant	0.00
334 03 80 01	State Direct/Indirect Grant From Transportation Improvement Board (TIB)	450,000.00
334 04 20 01	State Direct/Indirect Grant From Department Of Commerce	0.00
336 00 98 00	City Assistance	25,000.00
336 06 21 00	Criminal Justice- Population	500.00
336 06 25 00	Mvet-criminal Justice Funding-program Area 4	3,000.00
336 06 26 00	Criminal Justice- Special Programs	2,000.00
336 06 28 00	WA State Law Enforcement Tax	0.00
336 06 42 00	Marijuana Excise Tax Distribution	2,000.00
336 06 51 00	Dui-cities	100.00
	330 State Generated Revenues	482,600.00

001 General Fund 01/01/2027 To: 12/31/2027

		REVENUES
340 Charges For Services		
341 43 00 01	Collections Fees	0.00
343 30 00 01	Utility Reimbursement Fort Vancouver Regional Library	2,000.00
346 20 00 00	Wellness	0.00
359 90 03 00	Nsf Fee	0.00
	340 Charges For Services	2,000.00
350 Fines & Forfeitures		
359 00 00 01	Criminal Fines	0.00
359 90 00 00	Animal Control Fines	0.00
	350 Fines & Forfeitures	0.00
360 Misc Revenues		
341 81 00 01	Notary	200.00
341 81 01 01	Copies/Faxes, Ect.	20.00
361 11 00 01	Investment Interest	20,000.00
361 40 00 00	Interest Clark County Treasurer	500.00
367 11 00 00	Private Donation/contributi	7,000.00
367 11 00 01	AWC Grants	0.00
369 10 00 00	Sale Of Surplus Items	1,000.00
369 40 00 00	Judgments And Settlements	0.00
369 81 00 00	Cashiers Over/under	0.00
369 91 00 01	Public Records Requests	0.00
369 91 00 02	Misc Revenue	0.00
	360 Misc Revenues	28,720.00
380 Non Revenues		
345 89 00 00	Developer Pass Thru Fees	600.00
362 50 00 00	Library Lease	2,400.00
382 20 00 00	Retainage Deposits	0.00
388 10 00 01	Prior Period Adjustment	0.00
389 90 00 02	Revenues Pending Classification	0.00
	380 Non Revenues	3,000.00
390 Other Revenues		
395 20 00 00	Compensation Capitol Loss	0.00
	390 Other Revenues	0.00
397 Interfund Transfers		
397 00 01 16	Transfer In From TIF	0.00

001 General Fund 01/01/2027 To: 12/31/2027

		REVENUES
397 Interfund Transfers		
397 Interfund Transfers		0.00
Fund Revenues:		**2,482,400.00**
		EXPENDITURES
511 Legislative		
511 70 40 00	Lobbying/Legislative Expenses	40,000.00
514 40 41 00	Voter Registration Costs-professional Services	1,500.00
514 41 41 00	Election Costs-professional Services	1,200.00
000		42,700.00
511 60 10 00	Council Salary	30,000.00
511 60 20 00	Legislative Services-personnel Benefits	1,000.00
010 Administration		31,000.00
511 30 44 00	Advertising: Newspaper/Media	5,000.00
030 Official Publication Services		5,000.00
511 60 43 00	Legislative Travel/Training	1,500.00
040 Training		1,500.00
511 Legislative		80,200.00
513 Executive		
513 10 10 00	Mayor Salary	12,000.00
513 10 20 00	Mayor Benefits	1,200.00
010 Administration		13,200.00
513 10 41 00	AWC Dues	1,200.00
513 10 43 00	Executive Administration-travel	0.00
040 Training		1,200.00
513 Executive		14,400.00
514 Finance		
514 20 40 00	Financial And Record Services	0.00
514 23 10 02	Admin. Asst. PW Salary	0.00
514 23 20 02	Adm Asst PW Benefits	0.00
514 23 31 02	Post Office Box Rental	400.00
514 23 31 04	Copies	850.00
514 23 41 05	Building Permit State Surcharge	130.00

		EXPENDITURES
514 Finance		
514 23 47 00	Clerk's Bond	0.00
514 23 47 01	Admin Asst's Bond	0.00
514 23 49 00	Dues And Memberships	0.00
514 23 49 02	Dues National Assoc Of Town Watch	0.00
514 23 49 03	Dept Of Licensing -Admin Asst Notary	125.00
514 23 49 04	Dept Of Licensing - Clerks Notary	0.00
514 23 49 05	SW WA Regional Transportation Council	600.00
514 23 49 06	WMCA Membership	0.00
514 23 49 07	MRSC Membership Dues	350.00
514 23 49 09	Int'l. Bldg. Code Subscription	500.00
514 23 49 10	Amazon Prime Membership	150.00
514 23 49 11	Costco Membership	75.00
514 23 49 12	NAGARA Membership	0.00
514 23 49 13	Parks Foundation Membership	120.00
514 89 43 00	Travel & Training	0.00
514 89 49 01	Misc, Int, Bank Fees	1,000.00
518 20 40 00	Permits/Licenses: Buildings & Structures	200.00
518 30 47 00	Electric, Water/sewer, Garbage	25,000.00
518 80 35 00	Office Hardware & Equipment	5,000.00
544 20 41 03	Engineering Services - General	80,000.00
000		114,500.00
514 23 10 00	Admin. Salary: Town Clerk	80,000.00
514 23 10 01	Admin Asst Wages	60,000.00
514 23 20 00	Admin Benefits: Town Clerk	23,000.00
514 23 20 01	Admin Benefits: Admin Asst. Benefits	14,000.00
010 Administration		177,000.00
514 23 31 00	Office & Operating Supplies	3,000.00
514 23 31 01	Postage	1,000.00
020 Financial Services		4,000.00
514 23 41 02	Technical Writing/Grants,etc.	0.00
514 23 41 03	Professional Services: Budgeting,Acct.,computer	0.00
514 23 41 04	Financial & Record Services - Professional Services	0.00
514 23 48 01	State Auditor Fees	25,000.00
558 50 40 00	Building Inspector Service	15,000.00
030 Records Services		40,000.00
514 23 42 00	Telephone And DSL	20,000.00
050 Facilities		20,000.00
514 Finance		355,500.00

001 General Fund 01/01/2027 To: 12/31/2027

		EXPENDITURES
515 Legal Services		
515 31 40 01	Legal Pass-Through	10,000.00
515 31 41 00	Legal Services - General	180,000.00
	515 Legal Services	190,000.00
517 Employee Benefit Programs		
517 90 20 00	Wellness Program	0.00
	517 Employee Benefit Programs	0.00
518 Central Services		
518 30 40 00	Insurance - General Liability Policy For Town	82,000.00
518 30 40 01	Security	30,000.00
518 30 48 02	Town Hall Cleaning Services	0.00
518 30 48 03	Elevator Maintenance Contract	3,500.00
518 30 48 04	Council Chambers, Comm Room	0.00
518 61 40 00	Settlement	0.00
518 80 41 00	Central Services - Professional Services	0.00
518 80 41 01	Springbrook Annual Dues	13,200.00
518 80 41 02	Information Technology Muni Meetings	5,000.00
518 80 41 03	Information Technology- Web Publishing	7,500.00
518 80 41 04	Information Technology- Computer Maintenance	0.00
518 80 41 05	Software - Adobe	350.00
518 80 41 06	SWCAA- Southwest Clean Air Agency	1,200.00
518 80 41 07	Software - DropBox Subscription	400.00
518 80 41 08	Email Archiving And Data Loss Prevention	0.00
518 80 41 09	Information Technology-Code Publishing	3,000.00
	518 Central Services	146,150.00
519 General Government Services		
514 23 42 04	Communication Services	3,000.00
514 23 49 01	Other GGS Misc.: Community, Etc.	0.00
514 81 41 00	Animal Control: Professional Services	500.00
518 30 48 01	Repair & Maintenance- Town Hall 202 W. Cushman	2,000.00
	519 General Government Services	5,500.00
521 Law Enforcement		
521 20 41 00	Law Enforcement Services	45,000.00
	521 Law Enforcement	45,000.00
524 Protective Inspections		

001 General Fund 01/01/2027 To: 12/31/2027

		EXPENDITURES
524 Protective Inspections		
524 20 48 00	Inspections/Permits - Backflow Test	360.00
524 Protective Inspections		360.00
542 Streets - Maintenance		
544 20 40 03	Engineering Pass-Through	50,000.00
542 Streets - Maintenance		50,000.00
551 Welfare		
557 20 49 00	Welfare Services-Intergovernmental Professional Services	0.00
551 Welfare		0.00
558 Planning & Community Devel		
558 60 40 01	GMA/Climate Planning	50,000.00
558 Planning & Community Devel		50,000.00
559 Housing & Community Develop		
559 30 60 00	Property Development- Town Hall	0.00
559 Housing & Community Develop		0.00
566 Substance Abuse		
566 00 51 00	Alcoholism-intergovernmental Professional Services	0.00
566 Substance Abuse		0.00
580 Non Expeditures		
514 89 00 01	Public Records Requests	0.00
589 90 00 99	Payroll Clearing	5,000.00
580 Non Expeditures		5,000.00
591 Debt Service		
591 14 70 01	Konica Minolta (Copier) Lease	1,500.00
591 Debt Service		1,500.00
594 Capital Expenditures		
594 14 63 00	Capital Expenditures/Expenses - GMA Infrastucture	0.00
594 57 63 01	Community Readerboard Signs	0.00

001 General Fund 01/01/2027 To: 12/31/2027

		EXPENDITURES
594 Capital Expenditures		
594 58 60 00	Capital Expenditures/Expenses	0.00
	594 Capital Expenditures	0.00
597 Interfund Transfers		
597 00 00 02	Reserve/Contingency Fund/Transfer Out	0.00
597 00 01 00	Transfers-Out - Depreciation/Amortization/Depletion Expense	0.00
597 00 01 01	Transfers-Out - Streets	750,000.00
597 00 01 15	Transfers-Out - To TIF	0.00
597 40 03 01	Transfers-Out - To Storm Water Fund	0.00
	597 Interfund Transfers	750,000.00
Fund Expenditures:		**1,693,610.00**
Excess/Deficit:		**788,790.00**

002 General Fund Reserves 01/01/2027 To: 12/31/2027

		REVENUES
308 Beginning Balances		
308 51 00 02	Beginning Balance General Reserve	40,000.00
	308 Beginning Balances	40,000.00
360 Misc Revenues		
361 11 00 02	Investment Interest	0.00
	360 Misc Revenues	0.00
397 Interfund Transfers		
397 00 00 02	Transfer In /current Expense	0.00
397 00 04 01	Transfer In From Water	0.00
	397 Interfund Transfers	0.00
Fund Revenues:		**40,000.00**

		EXPENDITURES
591 Debt Service		
590 00 01 00	Investment	0.00
	591 Debt Service	0.00
594 Capital Expenditures		
594 18 60 01	Capital Expenditures/Expenses - Capital Outlays	0.00
594 59 00 00	Capital Expenditure - Property Development	0.00
	594 Capital Expenditures	0.00
Fund Expenditures:		**0.00**
Excess/Deficit:		**40,000.00**

101 Streets 01/01/2027 To: 12/31/2027

		REVENUES
308 Beginning Balances		
308 41 01 01	Beginning Balance Streets	121,900.00
	308 Beginning Balances	121,900.00
310 Taxes		
311 10 01 01	Real & Personal Property Tax	0.00
	310 Taxes	0.00
330 State Generated Revenues		
336 00 71 00	Multimodal Transp.City	2,000.00
336 00 87 00	Motor Vehicle Fuel Tax - City Streets	30,000.00
336 06 94 00	Liquor Excise Tax	11,000.00
336 06 95 00	Liquor Profits	12,000.00
	330 State Generated Revenues	55,000.00
360 Misc Revenues		
344 10 00 01	Misc.: Street Repair Income	0.00
	360 Misc Revenues	0.00
397 Interfund Transfers		
397 00 00 00	Transfer In From General	750,000.00
397 00 01 01	Transfer In From General	0.00
	397 Interfund Transfers	750,000.00
Fund Revenues:		**926,900.00**

		EXPENDITURES
514 Finance		
514 23 41 01	Financial & Record Services - Professional Services	0.00
	514 Finance	0.00
542 Streets - Maintenance		
542 10 41 04	Roads/Streets Ordinary Maintenance - Professional Services	0.00
542 30 10 01	PWM Road & Street Maint Salary	122,500.00
542 30 20 01	PWM Road & Street Maint : Benefits	48,000.00
542 30 40 02	Fuel Delivery Charge	0.00
542 30 60 00	Roads & Streets Preservation Activities	0.00

101 Streets 01/01/2027 To: 12/31/2027

		EXPENDITURES
542 Streets - Maintenance		
000		170,500.00
542 30 10 00	PWD Road & Street Maint Salary	37,500.00
542 30 20 00	PWD Road & Street Maint : Benefits	15,000.00
542 30 31 01	Safety Equipment	1,000.00
542 30 41 00	Roadway:Professional Services	150.00
542 30 48 00	Road & Street Maintenance	0.00
542 30 49 00	Roadway:Misc.	0.00
030 Roadway		53,650.00
542 61 48 00	Sidewalks:Repairs & Maintenance	2,500.00
542 64 31 00	Traffic Control Devices: Office And Operating Supplies	4,000.00
542 64 41 00	Traffic Control Devices:Professional Services	0.00
542 64 48 00	Traffic Control Devices:Repairs & Maintenance	0.00
060 Traffic & Pedestrian Services		6,500.00
542 70 10 00	PWD Parks, Roadside:Salary	25,000.00
542 70 10 01	PWM Parks, Roadside:Salary	79,500.00
542 70 20 00	PWD Parks, Roadside: Benefits	10,000.00
542 70 20 01	PWM Parks, Roadside: Benefits	32,000.00
542 70 35 00	Roadside-Small Tools & Minor Equipment	3,000.00
543 30 31 00	Roadside:Office & Operating Supplies	0.00
070 Roadside		149,500.00
542 Streets - Maintenance		380,150.00
543 Streets Admin & Overhead		
543 10 10 00	Road & Street Administration & Overhead - Salaries & Wages	13,000.00
543 10 20 00	Road & Street Admin & Overhead - Benefits	5,500.00
543 30 31 03	Shop Supplies	2,000.00
000		20,500.00
543 30 31 01	P/W:Office & Supplies	1,000.00
543 30 31 02	P/W:Clothing Allowance	2,000.00
543 30 43 05	P/W:Travel & Training	0.00
543 30 46 00	General Services-insurance	0.00
543 30 49 00	P/W: Licenses & Permits/Certs.	0.00
030 General Services		3,000.00
543 Streets Admin & Overhead		23,500.00
548 Municipal Vehicles/Equipment		
548 60 40 00	Public Works – Equipment Rental, Central Services	8,000.00

101 Streets 01/01/2027 To: 12/31/2027

		EXPENDITURES
548 Municipal Vehicles/Equipment		
000		8,000.00
542 30 32 01	Fuel Consumed: Diesel	4,000.00
542 30 32 02	Reimburse:Sales Tax On Fuel To NCEMS	0.00
050 Fuel Consumed		4,000.00
542 30 32 00	Fuel Consumed: Regular	7,000.00
543 50 48 00	Repair & Maint.: Vehicles & Equipment	30,000.00
543 50 48 01	Equipment Maintenance	10,000.00
070 Equipment Repair		47,000.00
548 Municipal Vehicles/Equipment		59,000.00
594 Capital Expenditures		
594 44 60 00	Capital Expenditure - Equipment & Machinery	15,000.00
595 30 63 06	Roadway Improvements: Right-of-way Acquistions	0.00
595 30 63 07	Roadway: Right-of-way	0.00
595 30 63 08	Roads/Streets Const. & Other Infrastructure	375,000.00
594 Capital Expenditures		390,000.00
Fund Expenditures:		**852,650.00**
Excess/Deficit:		**74,250.00**

103 Cemetery 01/01/2027 To: 12/31/2027

		REVENUES
308 Beginning Balances		
308 31 01 03	Beginning Balance Cemetery	29,500.00
	308 Beginning Balances	29,500.00
330 State Generated Revenues		
335 00 91 00	Pud Privilege Tax	9,500.00
	330 State Generated Revenues	9,500.00
340 Charges For Services		
343 60 00 00	Cemetery Services/Plot Sales	1,500.00
	340 Charges For Services	1,500.00
Fund Revenues:		**40,500.00**
		EXPENDITURES
536 Cemetery		
536 00 41 00	Cemetery - Professional Services	0.00
536 10 49 00	Cemetery Archive Costs	0.00
536 20 10 00	PWD Cemetery : Salary	4,500.00
536 20 10 01	PWM Cemetery : Salary	9,750.00
536 20 20 00	PWD Cemetery: Benefits	1,800.00
536 20 20 01	PWM Cemetery: Benefits	4,000.00
536 20 31 00	Office & Operating Supplies	0.00
536 20 46 00	Cemetery Services-insurance	0.00
536 20 47 00	Utility Services: Cemetery Electric/Water	500.00
	536 Cemetery	20,550.00
594 Capital Expenditures		
594 36 60 00	Capital Expenditures/Expenses - Capital Outlays	12,000.00
	594 Capital Expenditures	12,000.00
001 Public Works		
536 Cemetery		
536 20 31 03	Operations/Maint./Ground Improvements	3,000.00
	536 Cemetery	3,000.00
	001 Public Works	**3,000.00**

103 Cemetery 01/01/2027 To: 12/31/2027

	EXPENDITURES
Fund Expenditures:	**35,550.00**
Excess/Deficit:	**4,950.00**

105 REET/Real Estate Excise Tax 01/01/2027 To: 12/31/2027

		REVENUES
308 Beginning Balances		
308 31 01 05	Beginning Balance REET	81,500.00
	308 Beginning Balances	81,500.00
310 Taxes		
318 34 01 05	REET	40,000.00
	310 Taxes	40,000.00
Fund Revenues:		**121,500.00**
		EXPENDITURES
542 Streets - Maintenance		
542 63 47 00	Street Lighting	0.00
	542 Streets - Maintenance	0.00
594 Capital Expenditures		
595 30 60 00	Capital Expenditures/Expenses - Capital Outlays	0.00
	594 Capital Expenditures	0.00
Fund Expenditures:		**0.00**
Excess/Deficit:		**121,500.00**

107 Parks And Rec 01/01/2027 To: 12/31/2027

		REVENUES
308 Beginning Balances		
308 51 01 07	Beginning Balance Parks And Rec	0.00
	308 Beginning Balances	0.00
360 Misc Revenues		
347 30 01 00	Park Rental Fees	50.00
362 40 00 00	Town Hall / Comm Ctr. Rental Fee	200.00
	360 Misc Revenues	250.00
380 Non Revenues		
382 10 40 00	Rental Agreement Deposit	1,000.00
	380 Non Revenues	1,000.00
390 Other Revenues		
347 30 00 00	Rendezvous Days	50.00
347 30 00 01	Spring Clean Up Fee	2,500.00
347 30 00 02	Big Foot Fun Run	0.00
347 30 00 03	Egg Hunt	200.00
347 30 00 04	Parade Entry	300.00
347 30 00 06	National Night Out Donations	200.00
	390 Other Revenues	3,250.00
Fund Revenues:		**4,500.00**
		EXPENDITURES
573 Spectator & Community Events		
573 90 31 00	Event: Rendezvous	7,500.00
573 90 31 01	Event: Christmas Tree Lighting	4,000.00
573 90 31 02	Event - Events Decorations	4,000.00
573 90 31 03	Event - National Night Out	4,000.00
573 90 31 04	Event - Spring Clean-up Day	3,000.00
573 90 31 06	Big Foot Fun Run	0.00
573 90 31 07	Event Easter Egg Hunt	2,000.00
573 90 31 08	Arts And Culture	0.00
	573 Spectator & Community Events	24,500.00
576 Park Facilities		
576 67 49 01	Parks Grant/ Parks Foundation	0.00
576 80 10 00	Temp Seasonal P/T	0.00
576 80 10 03	Temp Staff	0.00

107 Parks And Rec 01/01/2027 To: 12/31/2027

		EXPENDITURES
576 Park Facilities		
576 80 20 00	Temp Staff Ben	0.00
576 80 20 03	Temp Seasonal P/T Ben	0.00
576 80 31 00	Parks Supplies	1,500.00
576 80 47 00	Parks Utility Services	5,000.00
576 80 48 01	Park : Repair & Maintenance	12,000.00
576 80 49 01	Park Facilities - Tree Trimming	5,000.00
576 Park Facilities		23,500.00
580 Non Expeditures		
582 10 00 00	Refund Deposits	1,000.00
580 Non Expeditures		1,000.00
Fund Expenditures:		**49,000.00**
Excess/Deficit:		**(44,500.00)**

114 Park Impact Fees 01/01/2027 To: 12/31/2027

		REVENUES
308 Beginning Balances		
308 31 01 14	Beginning Balance Park Impact Fees	133,000.00
	308 Beginning Balances	133,000.00
340 Charges For Services		
345 85 01 14	Park Impact Fees	2,300.00
	340 Charges For Services	2,300.00
Fund Revenues:		**135,300.00**
		EXPENDITURES
576 Park Facilities		
594 76 64 01	Parks: Capital Expense Equipment & Machinery	30,000.00
	576 Park Facilities	30,000.00
594 Capital Expenditures		
594 76 60 00	Capital Expenditures/Expenses - Capital Outlays- Parks	0.00
594 76 63 14	Capital Expenditures/Expenses	62,500.00
	594 Capital Expenditures	62,500.00
Fund Expenditures:		**92,500.00**
Excess/Deficit:		**42,800.00**

115 Transportation Impact Fees 01/01/2027 To: 12/31/2027

		REVENUES
308 Beginning Balances		
308 31 01 15	Beginning Balance Transportation Impact Fees	178,300.00
	308 Beginning Balances	178,300.00
340 Charges For Services		
345 85 01 15	Traffic Impact Fees	2,700.00
	340 Charges For Services	2,700.00
Fund Revenues:		**181,000.00**
		EXPENDITURES
594 Capital Expenditures		
594 41 63 15	Capital Expenditures/Expenses	125,000.00
	594 Capital Expenditures	125,000.00
597 Interfund Transfers		
597 00 01 16	Transfers-Out -to-General	0.00
	597 Interfund Transfers	0.00
Fund Expenditures:		**125,000.00**
Excess/Deficit:		**56,000.00**

119 School Impact Fees 01/01/2027 To: 12/31/2027

		REVENUES
308 Beginning Balances		
308 31 41 19	Beginning Balance BGSD School Impact Fees	0.00
	308 Beginning Balances	0.00
340 Charges For Services		
389 14 40 01	School Impact Fees + Int Revenue BGSD	50,500.00
	340 Charges For Services	50,500.00
Fund Revenues:		**50,500.00**
		EXPENDITURES
518 Central Services		
589 14 40 01	BGSD School Impact Fees + Int Distribution	50,500.00
	518 Central Services	50,500.00
Fund Expenditures:		**50,500.00**
Excess/Deficit:		**0.00**

403 Storm Water 01/01/2027 To: 12/31/2027

		REVENUES
308 Beginning Balances		
308 31 04 03	Beginning Balance Storm Water	74,000.00
	308 Beginning Balances	74,000.00
340 Charges For Services		
343 10 00 00	Storm Drainage Fees/Collected	100,000.00
	340 Charges For Services	100,000.00
397 Interfund Transfers		
397 40 03 01	Transfer-In From General (Grant)	0.00
	397 Interfund Transfers	0.00
Fund Revenues:		**174,000.00**
		EXPENDITURES
514 Finance		
514 23 40 05	Financial & Record Services - Other Services And Charges	0.00
	514 Finance	0.00
531 Natural Resources		
531 38 10 01	PWM Storm Drainage - Salary	17,250.00
531 38 20 01	PWM Storm Drainage- Benefits	7,000.00
	531 Natural Resources	24,250.00
538 Other Utilities/Activities		
531 38 10 00	PWD Storm Drainage: Salary	4,500.00
531 38 20 00	PWD Storm Drainage- Benefits	1,800.00
531 38 46 00	Storm Drainage-insurance	0.00
531 38 48 00	Storm Drainage-repairs & Maint.	19,000.00
531 38 49 00	Storm Drainage-miscellaneous	0.00
531 91 47 00	Storm Drainage Fees	0.00
538 38 31 00	Storm Drainage-Office & Operating Supplies	0.00
	538 Other Utilities/Activities	25,300.00
594 Capital Expenditures		
594 31 64 00	Capital Expenditures-storm Drainage-machinery & Equipment	15,000.00
	594 Capital Expenditures	15,000.00

403 Storm Water 01/01/2027 To: 12/31/2027

	EXPENDITURES
Fund Expenditures:	**64,550.00**
Excess/Deficit:	**109,450.00**

2027 BUDGET TOTALS

Fund	Revenues	Expenditures	Net
001 General Fund	2,482,400.00	1,693,610.00	788,790.00
002 General Fund Reserves	40,000.00	0.00	40,000.00
101 Streets	926,900.00	852,650.00	74,250.00
103 Cemetery	40,500.00	35,550.00	4,950.00
105 REET/Real Estate Excise Tax	121,500.00	0.00	121,500.00
107 Parks And Rec	4,500.00	49,000.00	(44,500.00)
114 Park Impact Fees	135,300.00	92,500.00	42,800.00
115 Transportation Impact Fees	181,000.00	125,000.00	56,000.00
119 School Impact Fees	50,500.00	50,500.00	0.00
403 Storm Water	174,000.00	64,550.00	109,450.00
	4,156,600.00	2,963,360.00	1,193,240.00

Town of Yacolt
Request for Council Action

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

Name: Stephanie Fields, Town Clerk
Brian K. Gerst, Town Attorney

Group Name: Staff

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

Phone: Town Clerk (360) 686-3922
Brian Gerst (360) 694-6919

Email Address: clerk@townofyacolt.com
brian@gerstlaw.com

Alt. Phone:

ITEM INFORMATION:

Item Title:	Interlocal Cooperation Agreement #2026-2060-01 (Administering Surcharge Funds, Substitute House Bill 2060, codified at RCW 36.22.250)
Proposed Meeting Date:	November 9, 2026.
Action Requested of Council:	Consider whether Yacolt should approve and instruct the Mayor of Yacolt to join in signing the proposed Interlocal Agreement.
Proposed Motion:	"I move that Yacolt authorize the execution of the Interlocal Agreement as it relates to administering surcharge funds by having the Mayor sign proposed Interlocal Cooperation Agreement #2026-2060-01, extending the group's Interlocal Agreement through January 31, 2031."
Summary/ Background:	In 2002, the Washington State Legislature passed substitute House Bill 2060, which was codified at RCW 36.22.250. The statute authorizes surcharges on documents recorded by the Clark County Auditor's office and directs how funds are used to assist extremely low income persons living in Clark County.
Attachments:	Interlocal Cooperation Agreement between Clark County and the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, Woodland and the Town of Yacolt for the purpose of administering surcharge funds generated as a result of House Bill 2060. (12 pages)
Staff Contact(s):	Stephanie Fields, Town Clerk. Brian K. Gerst, Town Attorney.

Resolution #651

A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT (#2026-2060-01) FOR THE PURPOSE OF ADMINISTERING SURCHARGE FUNDS GENERATED AS A RESULT OF SUBSTITUTE HOUSE BILL 2060 (2002), CODIFIED AT RCW 36.22.250

Whereas, in 2002, the Washington State Legislature passed Substitute House Bill 2060, codified at RCW 36.22.250 and called the Affordable Housing For All Surcharge;

Whereas, RCW 36.22.250 authorizes a surcharge on documents recorded by the County Auditor's office with funds being used for housing programs for extremely low and very low-income households;

Whereas, Clark County and all municipalities located therein are required to enter into an agreement regarding the use of these Surcharge Funds;

Whereas, the Town of Yacolt has previously been a party to an Interlocal Cooperation Agreement as it relates to the administration of Surcharge Funds effective since January 1, 2015, which expired on January 31, 2026;

Whereas, the parties to the Interlocal Agreement have proposed to enter into a revised agreement, entitled the "Interlocal Cooperation Agreement between Clark County and the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, Woodland and the Town of Yacolt for the purpose of administering surcharge funds generated as a result of House Bill 2060", a copy of which is attached hereto as Exhibit A, (hereafter, the "*Interlocal Agreement*");

Whereas, the Yacolt Town Council has determined that it is in the public interest to authorize the Mayor of Yacolt to execute the proposed Interlocal Agreement; and,

Whereas, the Town Council is in regular session this 9th day of November, 2026, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yacolt as follows:

Section 1 - Approval of Agreement: The Interlocal Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is authorized to execute the Interlocal Agreement in a form substantially similar to Exhibit A, for and on behalf of the Town of Yacolt.

Section 2 - Effective Date: This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law. The Town Clerk may publish the following summary of this Resolution:

Town of Yacolt - Summary of Resolution #651

The Town Council of the Town of Yacolt adopted Resolution #651 at its regularly scheduled Town Council meeting held on November 9, 2026. The content of the Resolution is summarized in its title as follows: A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THE ADMINISTRATION OF SURCHARGE FUNDS AS MANDATED BY SUBSTITUTE HOUSE BILL 2060 (2002) AND CODIFIED UNDER RCW 36.22.250.

The effective date of the Resolution is November 9, 2026. A copy of the full text of the Resolution will be mailed to the requestor upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this ____ day of _____, 2026.
Yacolt Town Clerk.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 9th day of November, 2026.

TOWN OF YACOLT

_____
Ian Shealy, Mayor

Attest:

_____
Stephanie Fields, Town Clerk

Approved as to Form:

_____
Brian K. Gerst, Town Attorney

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

DRAFT

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #651 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THE ADMINISTRATION OF SURCHARGE FUNDS AS MANDATED BY SUBSTITUTE HOUSE BILL 2060 (2002) AND CODIFIED UNDER RCW 36.22.250," as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

_____
Stephanie Fields, Town Clerk

Published: _____
Effective Date: November 9, 2026
Resolution Number: 651

DRAFT

#2026-2060-01

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

CLARK COUNTY AND THE CITIES OF BATTLE GROUND, CAMAS, LA CENTER, RIDGEFIELD, VANCOUVER, WASHOUGAL, WOODLAND AND THE TOWN OF YACOLT

FOR THE PURPOSE OF ADMINISTERING SURCHARGE FUNDS GENERATED AS A RESULT OF HOUSE BILL 2060

This Agreement is entered into by Clark County and the cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, Woodland, and the Town of Yacolt (hereinafter referred to as the "Parties").

WHEREAS, in 2002 the Washington State Legislature passed substitute House Bill 2060, codified at RCW 36.22.250 and called the Affordable Housing For All Surcharge; and,

WHEREAS, this statute authorizes a ten-dollar ($10)surcharge on documents recorded by the County Auditor's office with the funds to be used for housing programs for extremely low and very low-income households; and,

WHEREAS, cities and Clark County are statutorily required to enter into an agreement regarding the use of these funds; and,

WHEREAS, it was agreed at the May 1, 2009 stakeholders' meeting to revise the provisions of the 2003 Agreement to eliminate the allocation of thirty percent (30%) of the funds to capital projects, due to the current need of Clark County shelters for additional operating funds; and,

WHEREAS, it was agreed at stakeholders' meetings on October 28 and November 18, 2013 to revise the 2003 Agreement to eliminate the allocation of $250,000 of the surcharge funds for payment of a local housing bond after the bond debt was completely paid in December 2013, and to provide the reallocated funds for operations and maintenance of shelters and housing;

NOW THEREFORE, in consideration of the mutual housing benefits for extremely low-income and very low-income persons living throughout Clark County, the Parties **agree as follows:**

I. This agreement supersedes any agreement previously entered into between the Parties regarding the collection and use of HB 2060 funds.

2. The Parties do not intend to create a separate entity by entering into this Agreement

3. The HB 2060 funds shall only serve persons at or below fifty percent (50%) of the Clark County household median income

as determined by the Department of Housing and Urban Development (HUD).

4. These funds will provide for operating funds for programs providing shelters, transitional, and permanent housing; as developed through a public process involving grant applications, recommendations from both the Community Action Advisory' Board and separately, municipal partners followed by awards to the successful applicants to meet the housing needs of county residents. These funds will be prioritized to maintain shelter services.

5. Administration of the fund will be the responsibility of the Community Action Advisory Board (CAAB).

6. These funds will be collected by the Clark County Auditors' Office and held as a single fund at the County to be drawn upon by the Clark County Department of Community Services to be used for the above program purposes. Funds will generally be distributed within the same year the contract is awarded.

7. Clark County will prepare an annual report on the receipts, expenditures and project/agencies assisted with the funds.

8. Funds collected and activities undertaken pursuant to this agreement shall only apply to the portion of the City of Woodland that *is* within Clark County.

9. The Agreement Period begins on January 1, 2026 and goes through January 31, 2031, unless terminated as provided herein.

10. This Agreement is solely for the benefit of the Parties hereto and no right is given to any other party by this Agreement.

11. Each Party does release, indemnify and promise to defend and save harmless the other Party, Its elected officials, officers, employees and agents from and against all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees which arise out of, are connected with, or are incident to any errors, omissions or negligent acts of the first Party, its elected officials, officers, employees and/or agents in defense thereof asserting or arising directly or indirectly on account of or out of the first Party's obligations under this Agreement. In making such assurances, each Party specifically agrees to indemnify and hold harmless the other Parties from all bodily injury claims brought by employees of the other Parties and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against another Party; provided, however, this paragraph does not purport to indemnify the Parties against

the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of a Party, its elected officials, officers, employees and/or agents.

12. This Agreement shall be governed by and construed as being executed and delivered within the State of Washington. Any legal action, suit or proceeding arising out of or relating to this Agreement must be brought exclusively in the state or federal courts located in Clark County, Washington. All Parties to this Agreement irrevocably submit to the personal jurisdiction of these courts and waive any objection to venue being improper or inconvenient.

13. Any Party may withdraw from this Agreement by for any reason by providing 180 days prior written notice of its intent to withdraw to the other Parties. A Party's withdrawal from this Agreement shall not affect the survival of *the* Agreement.

14. Upon withdrawal of a member or termination of this Agreement, the HB 2060 fund balance and any property acquired with HB 2060 funds shall be equitably distributed to the parties to this agreement.

15. Parties to this agreement may request modifications to the terms or conditions of this Agreement. Proposed modifications that are mutually agreed upon shall be incorporated by written amendment to this Agreement.

[Signature pages to follow.]

CLARK COUNTY

_____
Kathleen Otto, County Manager

_____
Date

Approved only as to form:

_____
Rebekah Ward-Palmerton
Senior Deputy Prosecuting Attorney

CITY OF BATTLE GROUND

_____

Rob Ferrier, Interim City Manager

_____

Date

Approved only as to form:

_____

CITY OF CAMAS

_____

Doug Quinn, City Administrator

_____

Date

Approved only as to form:

_____

CITY OF RIDGEFIELD

_____

Steve Stuart, City Manager

_____

Date

Approved only as to form:

_____

CITY OF WASHOUGAL

_____

David Scott, City Manager

_____

Date

Approved only as to form:

_____

CITY OF LA CENTER

_____

Pete Boyce, Director of Administrative Services & City Clerk

_____

Date

Approved only as to form:

_____

CITY OF WOODLAND

Todd Dinehart, Mayor

Date

Attest:

Amanda Hougan, City Clerk

Date

Approved only as to form:

TOWN OF YACOLT

_____

Ian Shealy, Mayor

_____

Date

Approved only as to form:

_____

CITY OF VANCOUVER

_____

Lon Pluckhahn, City Manager

_____

Date

Approved only as to form:

_____

Town of Yacolt
Request for Council Action

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

Name: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Appoint New Representative for the Mosquito Control District Board

Proposed Meeting Date: November 9, 2026

Action Requested of Council: Appoint a Council Member to replace Marina Viray as the Town's Representative on the Mosquito Control District Board.

Proposed Motion: "I move that we appoint _____ to serve as the Town of Yacolt's Representative on the Mosquito Control District Board."

Summary/Background: Clark County's Mosquito Control District sent many thanks for Marina Viray's service as the Town's Representative on the Mosquito Control District Board for several years. Recently, other obligations have prevented her from attending meetings as originally intended, so the District has asked that the Town appoint a new Representative to serve on the Board when Marina's term ends at the end of this year. The new Representative will serve a two-year term on the Board.

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

Mayor Ian Shealy
mayor@townofyacolt.com

Town of Yacolt
Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Appoint New Mayor Pro Tempore

Proposed Meeting Date: November 9, 2026

Action Requested of Council: Appoint a new Mayor Pro Tem to replace Craig Carroll who has resigned his Council Position.

Proposed Motion: "I move that _____ be appointed to complete former Councilmember Carroll's term as the Town's Mayor Pro Tempore through January, 2027."

Summary/Background: Craig Carroll resigned his position on the Town Council on October 29th. The position has been posted for new applicants, and hopefully we will be able to appoint a new Council Member to take his spot at the December 14th Council meeting. Since Mr. Carroll had also been serving as the Town's Mayor Pro Tem, the Town Council now needs to appoint a new Councilmember to fill that vacancy.

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

Mayor Ian Shealy
mayor@townofyacolt.com