



# **Town of Yacolt**

## **Council Meeting Agenda**

**Monday, September 11, 2023**  
**7:00 PM**  
**Town Hall**

---

### **Call to Order**

### **Flag Salute**

### **Roll Call**

### **Late Changes to the Agenda**

### **Approve Minutes of Previous Meeting(s)**

- [1.](#) 20230814 Council Meeting Minutes
- [2.](#) 20230821 Special Council Workshop Minutes
- [3.](#) 20230828 Budget Workshop Minutes

### **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**

- [4.](#) Res 615 in Support of Larch Corrections Center

### **New Business**

- [5.](#) Kysar Self-Storage Proposal
- [6.](#) Res 616 GEM Agreement
- [7.](#) GMA Update Grant
- [8.](#) Schindler Contract

### **Town Clerk's Report**

**Public Works Department Report**

**Attorney's Comments**

**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.*

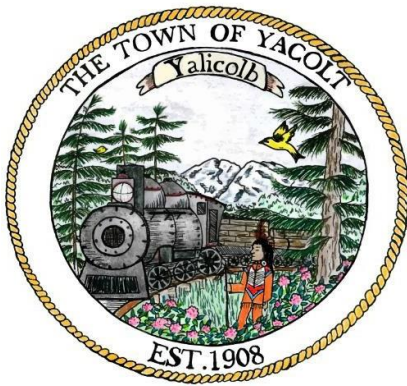
**Council's Comments**

**Mayor's Comments**

**Approve to Pay Bills on Behalf of the Town**

**Executive Session**

**Adjourn**



# Town of Yacolt

## Town Council Meeting Minutes

Monday, August 14, 2023

7:00 PM

Town Hall

### Call to Order

7:00 PM

### Flag Salute

### Roll Call

Council Members Present: Ian Shealy, Ronald Homola, Marina Viray

Council Member Absent: Kandi Peto (Pos. #3 is vacant)

Also present: Mayor Katelyn Listek, Attorney David Ridenour, Public Works Director Terry Gardner, and Clerk Stephanie Fields

### Late Changes to the Agenda

Add Item under Unfinished Business: Another Long-Term Planning Council Workshop

### Approve Minutes of 7-10-23 Meeting

**Motion:** Homola

**2<sup>nd</sup>:** Viray

**Aye:** Shealy, Homola, Viray

**Nay:** 0

**Absent:** Peto

**Motion Carried**

### Citizen Communication

Ken Pierce, NCLL President, announced that NCLL hopes to build a 30 x 75 carport-style covered practice area at the ballfields. In the long run, the Town would own the structure, but NCLL would maintain it for the duration of their use agreement. The site would be between fields 3 and 4, near the Town's well. Motion was made to allow NCLL to submit their application for this structure.

**Motion:** Shealy

**2<sup>nd</sup>:** Viray

**Aye:** Shealy, Homola, Viray

**Nay:** 0

**Absent:** Peto

**Motion Carried**

### Executive Session

An executive session was held from 7:15-7:25 pm to discuss qualifications of an applicant for vacant Council Position #3.

### Unfinished Business

#### **Filling Council Position #3 Vacancy**

A nomination was made to appoint Craig Carroll to fill the vacancy at Council Position #3.

**Motion:** Shealy

**2<sup>nd</sup>:** Homola

**Aye:** Shealy, Homola, Viray

**Nay:** 0

**Absent:** Peto

### ***Motion Carried***

#### **Keller Annexation Public Hearing and Ordinance #592**

At 7:26 pm, Mayor Listek closed the regular meeting and opened a Public Hearing on Annexation of Shirley Keller's property at the west end of Yacolt Rd. (Parcel #229863000) Tami Bryant asked for clarification of what property is proposed to be annexed in and Mayor Listek explained where the property is located. Hearing no further questions or comments, Mayor Listek then closed the hearing and re-opened the regular meeting at 7:27 pm.

Following some discussion between the property owner's representatives, another resident, and Town staff, motion was made to adopt Ordinance #592, thereby approving the annexation of the property.

**Motion:** Viray                      **2<sup>nd</sup>:** Shealy

**Aye:** Shealy, Homola, Viray

**Nay:** 0

**Absent:** Peto

***Motion Carried***

#### **Battle Ground School Dist. Impact Fee Questions Update**

Attorney Ridenour gave a brief report, stating that one of the issues he has with BGSD's Capital Facilities Plan is that impact fees are only to be used to combat growth, yet enrollment has not grown. The equation does not seem to compute out. Also, the impact fees our Townspeople would be paying will not be creating new facilities which would benefit us here in Yacolt. After some discussion, Councilmember Homola asked if we could invite Kevin Jolma (BGSD's facilities manager) to an upcoming meeting.

#### **Long-term Planning Workshop**

Councilmember Homola asked if another planning workshop could be scheduled. It was decided to hold one on Monday, August 21, at 6pm. Clerk Fields reminded everyone that the first Budget Workshop is scheduled for August 28<sup>th</sup> at 6pm.

### **New Business**

#### **Yacolt Trading Post Liquor License Renewal**

Motion was made to approve the renewal of the liquor license for Yacolt Trading Post.

**Motion:** Viray                      **2<sup>nd</sup>:** Shealy

**Aye:** Shealy, Viray

**Nay:** 0

**Abstain:** Homola

**Absent:** Peto

***Motion Carried***

#### **Engagement of Additional Legal Counsel**

Attorney Ridenour explained why the Town sought additional legal counsel for litigation against a complaint. Motion was made to approve the use of the attorney recommended by RMSA, Jessica Goldman.

**Motion:** Homola                      **2<sup>nd</sup>:** Viray

**Aye:** Shealy, Homola, Viray

**Nay:** 0

**Absent:** Peto

***Motion Carried***

### **Town Clerk's Report**

Clerk Fields explained why this month's bills are higher than they've probably ever been:

- This month, we are paying the biggest part of the bill for the Poured Rubber Project at the Town Park



- Because of billing dates, a number of this month's bills are actually for two months
- We just had to have a mandatory 5-yr. load test done on the elevator, which was expensive
- This month our annual payment to CCSO for law enforcement services is being paid

### **Public Works Department Report**

- The poured rubber has been completed at the Town Park. It has been seeded, and they are keeping it wet so the grass is already coming in.
- The inmate crew has been weeding, edging, and pruning along sidewalks and main roads.
- Public Works staff has begun repainting of speed bumps throughout Town.
- Thanked all who helped with National Night out; it was a huge success!

### **Citizen Communication**

Ann Van Antwerp said the food at National Night Out was really good!

### **Attorney's Comments**

- None

### **Council's Comments**

Viray – Attended the Mosquito Control Board meeting. This has been a big mosquito year. Many mosquitos have been caught and tested, and luckily, no West Nile virus has been detected. If anyone in the County has a mosquito problem, they are welcome to contact the Mosquito Control Board directly for help getting rid of them. She also mentioned the possible closure of the Larch Corrections Center.

### **Mayor's Comments**

- Thanked all who worked at National Night Out – it was awesome, turn-out was wonderful, and the Town's staff and Council looked great in their new Yacolt polo shirts.
- The poured rubber at the Town Park is a huge improvement. Still on the lookout for the right option for a dump-bucket before the end of summer.
- 

### **Approve to Pay Bills on Behalf of the Town**

**Motion:** Shealy

**2<sup>nd</sup>:** Homola

**Aye:** Shealy, Homola, Viray

**Nay:** 0

**Absent:** Peto

***Motion Carried***

### **Adjourn**

8:36 pm

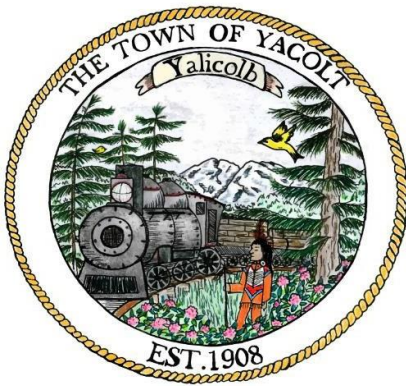
---

Mayor Katelyn Listek

---

Clerk Stephanie Fields

Approved by Council vote on \_\_\_\_\_



# Town of Yacolt

## Town Council Meeting Minutes

Monday, August 21, 2023

6:00 PM

Town Hall

### Call to Order

6:00 PM

### Flag Salute

### Roll Call

Council Members Present: Ian Shealy, Ronald Homola

Also present: Mayor Katelyn Listek, Public Works Director Terry Gardner

Since it was determined that there was not a quorum present, the point was made that no action could be taken, only discussion could take place.

### Unfinished Business

#### **Discussion of Long-Term Goals for the Town**

There was informal discussion regarding various ideas people had for the future of the Town, mainly public works projects.

### Adjourn

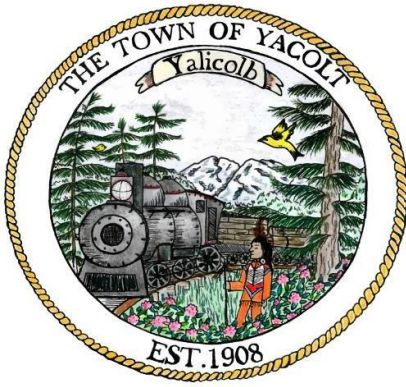
---

Mayor Katelyn Listek

---

Clerk Stephanie Fields

Approved by Council vote on \_\_\_\_\_



# Town of Yacolt

## Town Council Meeting Minutes

Monday, August 28, 2023

6:00 PM

Town Hall

### Call to Order

6:00 PM

### Flag Salute

### Roll Call

Council Members Present: Ian Shealy, Kandi Peto, Craig Carroll, Ronald Homola, Marina Viray

Also present: Mayor Katelyn Listek, Public Works Director Terry Gardner, and Clerk Stephanie Fields

### New Business

The Clerk and Mayor went over some budgeting basics and Council Members were handed budget reports including 5-year comparisons. Council then began discussion of different priorities they have for the coming year's budget:

- Many possibilities for more park improvements
- Public Safety/Neighborhood Watches/Possibility of a police force
- Computer software/security/servers
- More candy at the Rendezvous Days Parade

### Adjourn

8:17 pm

---

Mayor Katelyn Listek

---

Clerk Stephanie Fields

Approved by Council vote on \_\_\_\_\_



## Town of Yacolt Request for Council Action

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

**Name:** Mayor Listek

**Group Name:**

**Address:** 202 W. Cushman  
Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** mayorlistek@townofyacolt.com

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Res. 615 in Support of Larch Corrections Center (LCC)

**Proposed Meeting Date:** September 11, 2023

**Action Requested of Council:** Review the Resolution and decide if the Town should adopt it and send copies to the Governor, WA Department of Corrections, and/or any other relevant agencies

**Proposed Motion:** "I move that we adopt/reject Resolution #615 as written (or with the following changes: \_\_\_\_\_)".

**Summary/ Background:** For many years, inmate crews from LCC have come and helped the Town with grounds maintenance, storm clean-up, property improvements, and so on. The crew consists of 3-6 men, along with a trained LCC Supervisor. The Town has an agreement with LCC to pay only \$1-\$2.50/hour crew member, and the men work hard. These crews have saved the Town hundreds of thousands of dollars in labor costs over the years. In addition, LCC trains crews to fight wildland fires, which have burned many acres near Yacolt in recent years. The LCC crews have provided a quick, efficient response to these fires. LCC also provides education and further job training to their inmates, helping to curb re-offending. Now the Washington Department of Corrections has a plan in place to close LCC. Many local agencies are opposed to the closure. Town officials and staff have expressed the importance of LCC crews to the Town at prior meetings.

**Staff Contact(s):** Clerk Stephanie Fields  
[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

Mayor Katelyn Listek  
[mayorlistek@townofyacolt.com](mailto:mayorlistek@townofyacolt.com)  
(360) 686-3922



**Resolution #615**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT,  
WASHINGTON, REQUESTING THAT THE WASHINGTON STATE  
DEPARTMENT OF CORRECTIONS CONTINUE OPERATIONS AT THE  
LARCH CORRECTIONS CENTER**

**Whereas**, the Larch Corrections Center (LCC) is slated to be shut down by the Department of Corrections in October, 2023; and

**Whereas**, LCC is the only correctional facility in Clark County, which is the 5<sup>th</sup> largest county in the state; and

**Whereas**, the closure of LCC would cause inmates' family members to travel further for visitation, causing undue stress and increased costs for them; and

**Whereas**, many of LCC's employees live in and around the Town of Yacolt, contributing to the Town's economic viability; and

**Whereas**, LCC provides valuable education, retraining opportunities and community partnerships for inmates, reducing recidivism rates of inmates and providing valuable service to our community; and

**Whereas**, LCC's inmate work crews play a vital role in the maintenance of vegetation, creation of park features, and other various projects around the Town at an affordable rate; and

**Whereas**, replacement of LCC's inmate work crews would create a significant financial burden on the Town of Yacolt, whose budget is very modest; and

**Whereas**, LCC trains inmates on critical wildfire prevention and wildfire fighting skills, and those inmates have been instrumental in fighting local wildfires in recent years; and

**Whereas**, the terrain in the northeast portion of Clark County consists primarily of vast woodlands susceptible to wildfires which are very challenging to fight,

**Whereas**, the growing population of Clark County has pushed housing developments further into said woodlands; and

**Whereas**, LCC inmates provide fast-acting and critical firefighting triage for this area; and

**Whereas**, the Town Council of the Town of Yacolt is in regular session this 11<sup>th</sup> day of September, 2023, 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 – Recognition and Appeal. The Town Council of the Town of Yacolt recognizes the vital role that LCC plays in reducing recidivism, developing and maintaining our Town, providing economic

stability on several levels, and keeping it safe from wildfires. The Town Council strongly urges the Washington Department of Corrections to reverse its decision to close the Larch Correctional Facility.

Section 2 - Instructions to the Clerk. The Town Clerk shall:

- a). Promptly transmit a copy of this Resolution to the Washington State Department of Corrections, Governor Inslee, and such other offices as applicable.
- b). Promptly publish a copy of this Resolution on the Town's website.

Section 3 - Repealer. All ordinances, resolutions, and/or parts of ordinances and resolutions of the Town of Yacolt in conflict herewith, are hereby repealed.

Section 4 - Severability. If any section, sentence, clause or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any section, sentence, clause or phrase of this Resolution.

Section 5 - Adoption of Recitals. The foregoing Recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution upon adoption hereof.

Section 6 - 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 #615**

The Town Council of the Town of Yacolt adopted Resolution #615 at its regularly scheduled Town Council meeting held on September 11, 2023. The content of the Resolution is summarized in its title as follows:

**“A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT,  
WASHINGTON, REQUESTING THAT THE WASHINGTON STATE  
DEPARTMENT OF CORRECTIONS CONTINUE OPERATIONS AT THE  
LARCH CORRECTIONS CENTER”**

The effective date of the Resolution is September 11, 2023. A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 20th day of September, 2023.  
Yacolt Town Clerk.

**Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 11<sup>th</sup> day of September, 2023.**

TOWN OF YACOLT

\_\_\_\_\_  
Katelyn J. Listek, Mayor

Attest:

\_\_\_\_\_  
Stephanie Fields, Town Clerk

Approved as to Form:

\_\_\_\_\_  
David W. Ridenour, 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 #615 of the Town of Yacolt, Washington, entitled "A Resolution of the Town Council of the Town of Yacolt, Washington, requesting that the Washington State Department of Corrections continue operations at the Larch Corrections Center" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

\_\_\_\_\_  
Stephanie Fields, Town Clerk

Published: \_\_\_\_\_  
Effective Date: September 11, 2023  
Resolution Number: 615



## Town of Yacolt Agenda Request

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

**Name:** Erik Kysar

**Group Name:** Brown & Kysar Properties, LLC

**Address:** N/A

**Phone:** N/A

**Email Address:** erikkysar@gmail.com

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Kysar Land Use Proposal

**Proposed Meeting Date:** September 11, 2023

**Action Requested of Council:** Review the proposed project, and decide if you think the proposed facility would be a good fit for Yacolt

**Proposed Motion:** None at this time

**Summary/ Background:** Erik Kysar has submitted a brief plan for a self-storage facility to be built on the commercial property at parcel #67100000 (the vacant lot across from the library). He has not applied for a conditional use permit yet (which would be required for him to move forward with the project). He simply wants to test the waters to see how the Council and townspeople would feel about his proposal.

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





Brown & Kysar Properties, LLC

## THE QUESTION

September 11, 2023

**WHAT:** We are in the preliminary stages of determining if it is feasible to build a self-storage facility in Yacolt.

**QUESTION:** A self-storage facility is allowable in both C1 and C2 zoning, subject to approval of a conditional use permit by the Town. Will the Town Council look favorably on a proposal like this? What conditions would the town council likely add to the permit?



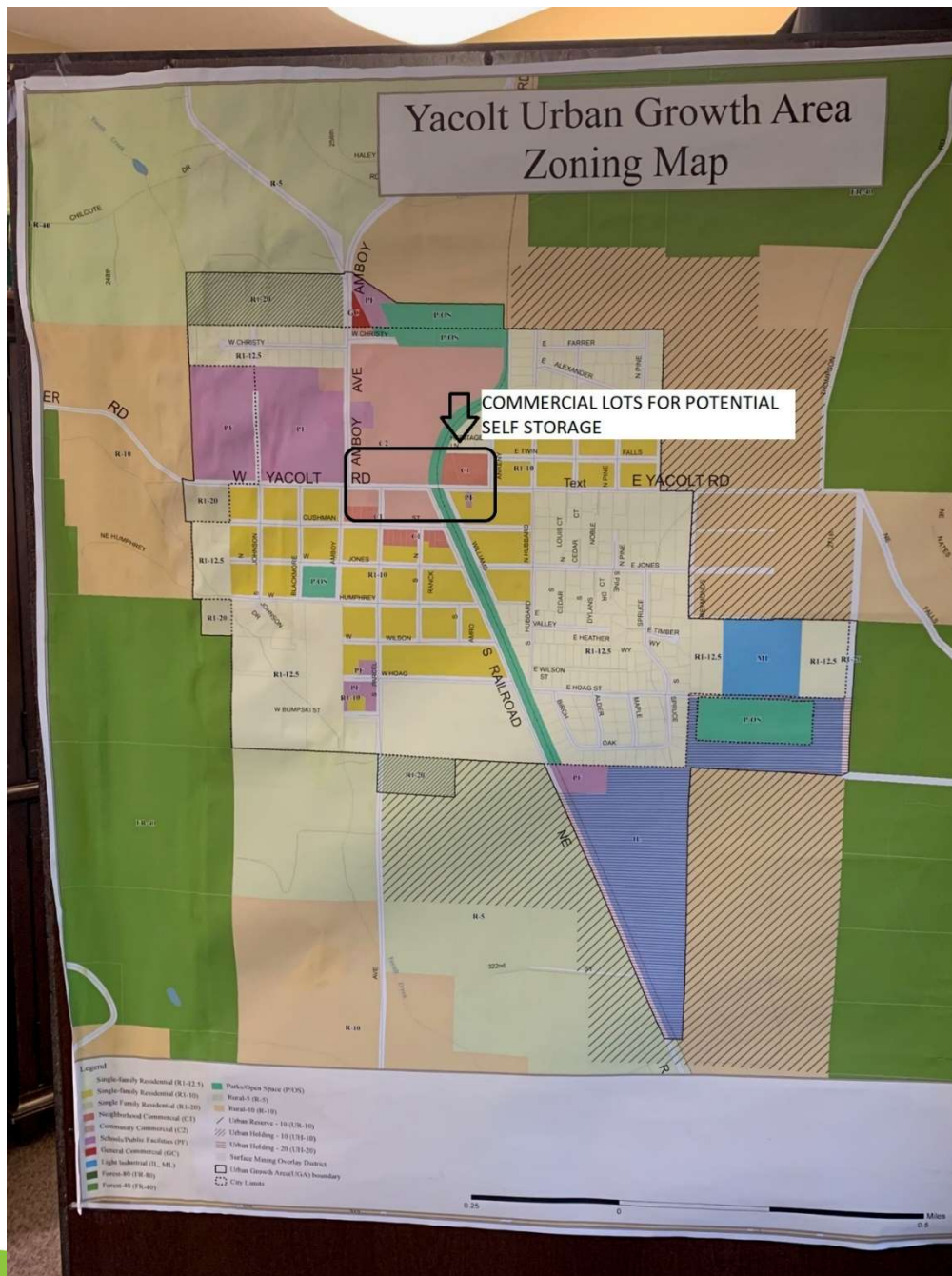
PO BOX 117, YACOLT WA 98675, 360.931.4424



Brown & Kysar Properties, LLC

## WHERE

There are several potential lots, two of which have confirmed availability, in both C1 and C2 zoning. See below.





Brown & Kysar Properties, LLC

## DETAILS

Details will be determined including design drawings, subject to Town Council sentiment at this initial meeting.

The sites may start with self-storage units, including enclosed units and open RV & Boat storage area. Several larger units will be built, allowing small contractors to work out of, and / or store their equipment and supplies in them. Depending upon demand, either more units will be built for contractors, or smaller units for storage in the future, with the RV & boat storage area diminishing.



PO BOX 117, YACOLT WA 98675, 360.931.4424





Brown & Kysar Properties, LLC

## YACOLT TOWN CODE

**Chapter 18.40** Covers conditional use permits, and the authority & requirements of the Town Council for providing conditional use permits.



**18.30.070 Landscaping.** Landscaping and screening needs to be provided per Table 12A in this code section.

***NOTE: CONDITIONAL USE IS NOT A BUILDING PERMIT. IT IS A LIST OF CONDITIONS THE PROJECT MUST MEET TO BE ALLOWED. THE APPLICANT MUST OBTAIN A CONDITIONAL USE PERMIT PRIOR TO BEING ISSUED BUILDING PERMITS.***

### **18.30.020 Uses.**

The uses set out in Table 5A are examples of uses allowable in the commercial zone districts. The review of all proposed commercial uses is mandatory. Table 5A states that this use is subject to conditional use permit.

PO BOX 117, YACOLT WA 98675, 360.931.4424



Brown & Kysar Properties, LLC

## NEXT STEPS

- 1 • Town Council preliminary approval of the concept
- 2 • Complete detailed feasibility studies
- 3 • Develop detailed site layout drawings
- 4 • Obtain conditional use permit
- 4 • Obtain building permit
- 5 • Start building
- 6 • Being serving customers!



Brown & Kysar Properties, LLC

## SELF-STORAGE QUICK FACTS

**Jobs:** According to the Self Storage Association, over one million people are employed in the self-storage industry in the United States, ranging from customer service to management positions to construction jobs.

**Housing:** The self-storage industry is an integral part of the housing market. Many people who are downsizing or moving into smaller homes rely on self-storage units to keep their extra belongings safe and out of the way. Also, people use self-storage units as they transition between homes.

**Businesses:** Secure and affordable solution to store extra tools, equipment, and inventory.

**Septic systems:** The self-storage facility has no septic impact if it is a dry facility, and minimal if built with a small office.



PO BOX 117, YACOLT WA 98675, 360.931.4424



Brown & Kysar Properties, LLC

## SELF-STORAGE FUN



"Nice labeling Honey."



"Must you recreate everything trending on Pinterest?"



"She shows up around this time every year to exchange wardrobes."

PO BOX 117, YACOLI WA 98675, 360.931.4424



## Town of Yacolt

### Request for Council Action

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

**Name:** Stephanie Fields, Town Clerk  
David W. Ridenour, Town Attorney

**Group Name:** Staff

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

**Phone:** Town Clerk (360) 686-3922  
David Ridenour (360) 991-7659

**Email Address:** clerk@townofyacolt.com  
david@davidridenourlaw.com

**Alt. Phone:**

#### ITEM INFORMATION:

**Item Title:** Interlocal Agreement for Grounds Equipment and Maintenance (GEM) Services.

**Proposed Meeting Date:** September 11, 2023.

**Action Requested of Council:** Consider whether Yacolt should participate in a group of local government agencies for grounds equipment and maintenance services.

**Proposed Motion:** "I move that Yacolt join the Pacific Northwest Interagency Cooperative for Grounds Equipment and Maintenance Services by having the Mayor sign an extension of the group's Interlocal Agreement through 2025, and to designate the Town's Mayor as the Administrator of the Agreement."

**Summary/ Background:** In 2011, a group of local government agencies entered into an interlocal agreement to share equipment and labor for the construction and maintenance of roadways and other public facilities. The Agreement is known as the "GEM" Agreement, which is short for "Grounds Equipment and Maintenance Services".

Yacolt apparently first joined this interlocal cooperative in 2005. The term of the 2005 Agreement ended in 2010.

The parties then entered a revised Agreement in 2011 to last through 2015. The Town joined this version of the Agreement as well. (See, Resolution #454, passed in June of 2011.)



The parties then extended the 2011 Agreement for a new term to run between 2016 through 2020, but Yacolt apparently never approved or signed this extension. It appears that this lapse in participation may have been through inadvertence.

The parties are now extending the Agreement again, for an additional term starting in 2021 and ending on December 31, 2025. The Town of Yacolt is being invited to re-join the group as part of this contract extension.

The Town Attorney has reviewed the Agreement and found the form of the Agreement to be satisfactory. The Town Attorney recommends that the extended Agreement be recorded with the Clark County Auditor, if possible, to ensure that the notice provisions of the Interlocal Cooperation Act are satisfied.

Legal authority for this Interlocal Agreement can be found in RCW 47.28.140, RCW 39.34, and other statutes.

**Attachments:**

GEM Interlocal Agreement, (2011-2015). (9 pages)  
Signature Page - Extension, (2021-2025). (1 page)

**Staff Contact(s):**

Stephanie Fields, Town Clerk.  
David W. Ridenour, Town Attorney.

**DRAFT -- Resolution #616 -- DRAFT**

**A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR GROUNDS EQUIPMENT AND MAINTENANCE SERVICES, AND APPOINTING THE MAYOR AS THE TOWN'S ADMINISTRATOR UNDER THE AGREEMENT**

**Whereas**, the Town of Yacolt, (hereafter "*Yacolt*" or "*Town*"), is charged with the responsibility of constructing and maintaining the Town's facilities, streets and roads, and maintaining staff, equipment and materials to perform the necessary work;

**Whereas**, Yacolt has previously been a party to interlocal agreements in place since 2005 for the sharing of equipment and labor for services, roadway construction, roadway maintenance and facilities support;

**Whereas**, this interlocal cooperative effort has commonly been known as the "GEM" agreement, which stands for 'grounds, equipment and maintenance';

**Whereas**, the parties to the agreements and the general public have benefited from the earlier interlocal agreements through greater efficiencies and economies of scale;

**Whereas**, the parties to the interlocal agreements have proposed to extend the most current version of the agreement, entitled the "Pacific Northwest Interagency Cooperative Intergovernmental Agreement for Grounds Equipment and Maintenance ("GEM") Services, 1/1/2011 - 12/31/2015", 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 extension of the Interlocal Agreement through December 31, 2025; and,

**Whereas**, the Town Council is in regular session this 11<sup>th</sup> day of September, 2023, 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 and extend the Interlocal Agreement in a form substantially similar to Exhibit A, for and on behalf of the Town of Yacolt.

**Section 2 - Appointment of Administrator:** The Mayor of the Town of Yacolt is hereby appointed "Administrator" for the Town of Yacolt pursuant to Section 10 of the Agreement, with full powers to act on behalf of the Town under the Interlocal Agreement.

**Section 3 - 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 #616

The Town Council of the Town of Yacolt adopted Resolution #616 at its regularly scheduled Town Council meeting held on September 11, 2023. 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 GROUNDS EQUIPMENT AND MAINTENANCE SERVICES, AND APPOINTING THE MAYOR AS THE TOWN'S ADMINISTRATOR UNDER THE AGREEMENT

The effective date of the Resolution is September 11, 2023. A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 20<sup>th</sup> day of September, 2023.  
Yacolt Town Clerk.

**Resolved** by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 11<sup>th</sup> day of September, 2023.

TOWN OF YACOLT

***Proposed***

\_\_\_\_\_  
Katelyn J. Listek, Mayor

Attest:

***Proposed***

\_\_\_\_\_  
Stephanie Fields, Town Clerk

Approved as to Form:

***Proposed***

\_\_\_\_\_  
David W. Ridenour, 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 #616 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR GROUNDS EQUIPMENT AND MAINTENANCE SERVICES, AND APPOINTING THE MAYOR AS THE TOWN'S ADMINISTRATOR UNDER THE AGREEMENT" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

**Proposed**

\_\_\_\_\_  
Stephanie Fields, Town Clerk

Published: \_\_\_\_\_

Effective Date: September 11, 2023

Resolution Number: 616

# **Exhibit A to Resolution #616**

**To be posted on CITY of Vancouver website**

## **Pacific Northwest Interagency Cooperative**

### **Intergovernmental Agreement For Grounds Equipment and Maintenance ("GEM") Services**

**1/1/2011 – 12/31/2015**

This Agreement is made and entered into effective January 1, 2011, by and between the undersigned parties under virtue of Titles 39.34 and 47.28 RCW and ORS 190.007.

**WHEREAS**, the parties hereto are charged with the responsibility of constructing and maintaining their facilities, streets, roads, and highways and maintaining staff, equipment and materials to perform the necessary work; and

**WHEREAS**, a number of the parties to this Agreement have had in place since 2005 an Interlocal Agreement for the sharing of equipment and labor for services, roadway construction, roadway maintenance and facilities support, (filed under Clark County Auditor's File No. 43919261A); and

**WHEREAS**, the parties and public have benefited from the earlier Interlocal Agreement through greater efficiencies and economies of scale; and

**WHEREAS**, such interlocal cooperative effort has commonly been known as the "GEM" Agreement, which stands for grounds, equipment and maintenance; and

**WHEREAS**, this successor Interlocal Agreement is formed to be consistent with the provisions and term of the "Interlocal Cooperation Act" pursuant to Chapter 39.34 RCW, the provisions of the "Highways and Transportation Improvements Cooperative Agreements Act" pursuant to RCW 47.28.140, and with the provisions of ORS 190.007, Intergovernmental Cooperation; and

**WHEREAS**, it is believed that the need today for efficiencies and economies of scale for public agencies is greater than ever.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof,

//

//

//

**GEM INTERLOCAL – 2011-2015 – PAGE 1**

## **THE PARTIES AGREE AS FOLLOWS:**

### **1. PURPOSES**

It is the purpose of this Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by furnishing each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support. This will be done with the understanding that the work of the owner of the requested resources takes first priority.

### **2. PARTICIPATION**

The initial parties to this Agreement are:

- Washington State, by and through the Washington State Department of Transportation (hereinafter referred to as "WASHDOT")
- City of Vancouver, Washington (hereinafter referred to as "Vancouver")
- Clark County, by and through its Public Works Department (hereinafter referred to as "Clark County")
- City of Camas, Washington (hereinafter referred to as "Camas")
- City of Battle Ground, Washington (hereinafter referred to as "Battle Ground")
- City of Washougal, Washington (hereinafter referred to as "Washougal"), a municipal corporation organized under the laws of the state of Washington
- City of Ridgefield, Washington (hereinafter referred to as "Ridgefield")
- City of Woodland, Washington (hereinafter referred to as "Woodland")
- Town of Yacolt, Washington (hereinafter referred to as "Yacolt")
- City of La Center, Washington (hereinafter referred to as "La Center")
- City of Gresham, Oregon
- City of Portland, Oregon
- Clark County Fire District No. 5
- Clark County Fire District No. 6
- Port of Camas/Washougal
- Port of Vancouver
- Clark Public Utilities
- Clark Regional Transportation Agency (hereinafter known as "C-Tran")
- Clark Regional Wastewater District (formerly known as the Hazel Dell Sewer District)
- Vancouver Public Schools
- Camas School District #117
- Battle Ground School District #119
- Evergreen School District #114
- Educational School District #112 (hereinafter known as "ESD 112")
- Clark Regional Emergency Services Agency (hereinafter referred to as "CRESA")

General purpose governmental jurisdictions and public service providers may in the future join in this agreement by executing a signature page pursuant to Section 21 of this Agreement.

Other organizations who are neither general purpose governmental jurisdictions nor public service providers may also be allowed to participate in similar or identical, but separate, service agreements.

### **3. TERM OF AGREEMENT**

The term of this Agreement is for the period from January 1, 2011, through December 31, 2015. Such term may be extended in accordance with Section 4 of this Agreement. This Agreement supersedes the Interlocal Agreement dated December 19, 2005, filed under Clark County Auditor's File No. 4391926IA.

### **4. EXTENSIONS**

The term of this Agreement may be extended in five-year increments from the date that this Agreement was initially executed by mutual written agreement of one or more of the parties. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the Agreement. If such Agreement is extended, then there will be a review of the cost of services provided under this Agreement. If such review(s) result in a finding of increased costs, then such increased costs will be available upon request. The Administrator for each respective party is authorized to approve and execute such five-year extensions without further authorization from the legislative or governing body of the respective governmental parties.

### **5. REQUEST FOR SERVICES**

Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and materials required, the location of the work, the estimated cost of the work and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate its acceptance or rejection of the request, provide an estimated cost of the work by their forces, have it signed by their authorized official, and return one copy to the requesting party. In cases of emergency or unforeseen circumstance necessitating prompt action the request and approval may be done verbally but must be documented in writing within forty eight (48) hours of the verbal request.

The party supplying the services or the vehicles, machinery, and equipment shall be designated as the "Provider" herein. The party receiving the services or assuming the use of vehicles, machinery or equipment shall be designated the "User" herein.

### **6. PAYMENT**

The parties to this Agreement agree that the User under this Agreement shall reimburse, upon request, the Provider for its actual direct and related indirect costs including any administrative overhead charges. Administrative charges between two separate parties may be waived by virtue of a written separate reciprocal agreement between the parties. Users will pay Provider's invoices in full within thirty (30) days of billing.

The maximum amount payable for work performed under this Agreement is fifty thousand dollars (\$50,000) per calendar year by each party to the Agreement.

### **7. RECORDS RETENTION AND AUDIT**

The parties agree to maintain records of all costs incurred under this Agreement, in accordance with an accounting system as prescribed and approved by the Washington State Auditors Office or by the Oregon Secretary of State Audits Division, as applicable. These records shall be kept available for inspection and audit by the party requesting the service for six (6) years after payment of the requested service.

#### **8. CARE AND MAINTENANCE OF EQUIPMENT**

The parties agree that any time a request is made for the use of equipment, that the User shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Provider. The User shall permit the equipment to be used only by properly trained and supervised operators. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. The Provider may require, at its sole discretion, that only Provider's personnel operate certain equipment. In doing so, Provider shall be deemed an independent contractor and Provider's employees shall not be deemed employees of the User. The Provider's operator shall perform under the general direction and control of the User but shall retain full control of the manner and means of using the equipment.

#### **9. RIGHT OF ENTRY**

The parties to this Agreement hereby grant and convey to each other the right to enter upon all land in which the parties have an interest, within or adjacent to the right of way of a highway, road or street for the purpose of accomplishing all work or services requested as part of this Agreement.

#### **10. ADMINISTRATORS**

The respective parties to this Agreement shall select one Administrator per governmental entity. The Administrator will be specifically appointed by the legislative and/or governing body of the governmental entity/organization, and shall have full powers to act on behalf of his or her respective governmental entity/organization. The Administrator may appoint another person to act in his or her capacity as Administrator for purposes of this Agreement.

#### **11. DISPUTE CLAUSE, CHOICE OF LAW AND VENUE**

In the event that a dispute arises under this Agreement, it shall be resolved as follows:

The Administrator for the Provider and the User shall each appoint a member to a disputes board. These two members of the disputes board shall select a third member not affiliated with either Agency. The dispute resolution hearing shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction in Clark County, Washington. The laws of the State of Washington shall apply to this Agreement.

#### **12. HOLD HARMLESS AND INDEMNIFICATION**



**A. Usage of Equipment.** When using Provider equipment only, the User will protect, save and hold harmless and indemnify the Provider and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the Provider or its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement arising solely out of the User's use of the Provider's equipment. In such cases, the User further agrees to defend the Provider and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Provider or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

**B. Usage of Both Equipment and Labor.** When the Provider provides both equipment and labor, the Provider will protect save and hold harmless and indemnify the User and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities authorized by this Agreement arising out of the use of both the Provider's equipment and labor. In such cases, the Provider further agrees to defend the User and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

**C. Waiver of Worker's Compensation Immunity.** This hold harmless and indemnification shall include any claim made against a party by an employee of another party or an employee of an agent or subcontractor of a party even if the party is thus otherwise immune from liability pursuant to the Washington workers' compensation statute, Title 51 RCW or the Oregon workers' compensation statute, Ch 656 ORS.

**D. Concurrent Negligence.** If the claims or damages are caused by or result from the concurrent negligence of the Provider and their agents or employees, and the User, its agents or employees, and involves those actions covered by RCW 4.24.115, both the Provider and the User shall be liable only to the proportional extent of their respective negligence.

### **13. CIVIL RIGHTS ACT**

**A. Nondiscrimination --Title VI of the Civil Rights Act.** All participants agree to comply, and assure the compliance of each third party contractor and each sub-recipient at any tier of the Project, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(d) and (e), et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements the Federal Transit Authority (hereinafter referred to as "FTA") may issue.

**B. Equal Employment Opportunity – Title VII of the Civil Rights Act.** All participants agree to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier

of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements the FTA may issue.

#### **14. FRAUD OR FALSE STATEMENTS**

By executing this Agreement, each party affirms the truthfulness and accuracy of any statement it has made, it makes, or may make or cause to be made, pertaining to use of any C-Tran / Federal Transit Agency ("FTA") funded or assisted equipment used pursuant to this Agreement .

Each party also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract that is financed in whole, or in part, by Federal assistance, the Government reserves the right to impose the penalties of 18 USC sec 1001 and 49 USC sec 5307 to the extent the Federal Government deems appropriate.

#### **15. FTA APPROVAL AND FEDERAL CHANGES**

Each party, when contracting with an FTA regulated agency, shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including those listed by reference in the Agreement between C-TRAN and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement at any tier of the project. The party's failure to do so shall constitute a material breach of this contract.

#### **16. DRUG AND ALCOHOL TESTING**

If involved with the maintenance, repair or operation of C-Tran revenue service vehicles, the contracting agency shall agree to participate in a drug and alcohol program established in compliance with the federal Department of Transportation 49 CFR 653 and 654. Employees who perform "safety-sensitive" functions must be included in the substance abuse management program. The FTA has determined that safety-sensitive functions are performed by the following personnel who:

- 1) operate revenue service vehicles including when not in revenue service,
- 2) operate non-revenue service vehicles that require drivers to hold commercial driver's licenses (CDLs),
- 3) dispatch or control revenue service vehicles,
- 4) maintain revenue service vehicles or equipment used in revenue service except for contractors to Section 18 transit agencies,
- 5) provide security and carry a firearm.

The FTA has also determined that regulations apply to employees of a contractor hired by participants to provide transit and/or maintenance services. These categories included supervisors who perform these functions. Supervisors of employees in these categories who do not themselves perform these functions are excluded.

C-Tran may request copies of signatory agency's Drug and Alcohol Policy from their respective Human Resources Departments.

#### **17. ACCESS TO RECORDS**

GEM INTERLOCAL – 2011-2015 – PAGE 6

All participating agencies agree to maintain records and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration, except in the event of litigation or settlement of claims arising from the performance of any part of this Agreement, in which case all records shall be retained until the participating agency, the FTA, or the Comptroller General have disposed of all litigations, appeals or claims related to this cooperative activity.

#### **18. INCORPORATION OF FTA TERMS AND CONDITIONS**

The preceding provisions include, in part, certain Terms and Conditions required by the United States Department of Transportation (hereinafter referred to as "DOT") whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT as set forth in the FTA Circular 4220.IF, dated November 1, 2008 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The parties shall not perform any act, fail to perform any act, or refuse to comply with any participating agency's requests, which would cause other participating agencies such as C-Tran to be in violation of the FTA terms and conditions.

#### **19. TERMINATION OF AGREEMENT**

The right is reserved by the parties to this Agreement to terminate the agreement at any time by giving thirty (30) days written notice to the other party or parties.

#### **20. INTERLOCAL COOPERATION ACT COMPLIANCE**

This is an Agreement entered into pursuant to Chapter 39.34 and Chapter 47.28 RCW and pursuant to ORS 190.007, Intergovernmental Cooperation. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 3 (Term) and 4 (Extensions). Its method of termination is set forth in Section 18. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 6 (Payment). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

#### **21. DOCUMENT EXECUTION AND POSTING**

The parties agree that this Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement between and among the parties who have executed this Agreement; provided that each party shall transmit to the attention of the Vancouver City Clerk an original, executed signature page of this Agreement, the template for which is attached to this Agreement as Exhibit A.

The Vancouver City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Vancouver City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of an original of this Agreement, and posting of a copy of a party's executed signature page on the City of Vancouver's website, each such counterpart shall constitute an agreement binding upon all who have so executed this Agreement.

The parties agree that subsequent parties may also sign original signature pages to this Agreement that incorporate by reference all the terms of this Agreement. Subsequent parties shall transmit signed signature pages to the attention of the Vancouver City Clerk, who shall cause a copy of such

signature pages to be posted on the City of Vancouver website. Upon receipt and posting of such signature pages, this Agreement shall likewise be binding up such subsequent parties.

**22. RATIFICATION**

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

**23. WAIVER**

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**24. SEVERABILITY**

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

**EXHIBIT A – SIGNATURE PAGE**

**To be posted on City of Vancouver website**

**RETURN ADDRESS**

City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

**Pacific Northwest Interagency Cooperative**  
**Intergovernmental Agreement**  
**For**  
**Grounds Equipment and Maintenance ("GEM") Services**  
**1/1/2011 – 12/31/2015**  
**(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

**AGENCY NAME**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name/ Title)

\_\_\_\_\_  
(Date)

**Attested to:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name/ Title)

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

**Approved as to Form:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name/ Title)

\_\_\_\_\_  
Attorney for \_\_\_\_\_

**GEM INTERLOCAL – 2011-2015 – PAGE 9**

**Exhibit A to Resolution #616**

**EXHIBIT B – SIGNATURE PAGE – EXTENSION**

**To be posted on City of Vancouver website**

RETURN  
ADDRESS City of  
Vancouver City  
Clerk's Office PO  
Box 1995  
Vancouver, WA 98668-1995

**Pacific Northwest Interagency Cooperative  
Extension of Intergovernmental Agreement For  
Grounds Equipment and Maintenance ("GEM") Services  
1/1/2021 – 12/31/2025  
(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to extend and abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal – 1/1/2011 to 12/31/2015) from 1/1/2021 – 12/31/2025, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

**Town of Yacolt**

\_\_\_\_\_  
(Signature)  
Katelyn J. Listek, Mayor  
\_\_\_\_\_  
(Printed Name/ Title)  
September 11, 2023  
\_\_\_\_\_  
(Date)

**Attested to:**

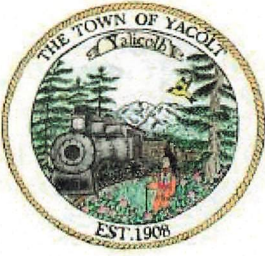
\_\_\_\_\_  
(Signature)  
Stephanie Fields, Town Clerk  
\_\_\_\_\_  
(Printed Name/ Title)  
September 11, 2023  
\_\_\_\_\_  
(Date)

**Approved as to Form:**

\_\_\_\_\_  
(Signature)  
David W. Ridenour, Attorney for the Town of Yacolt  
\_\_\_\_\_  
(Printed Name/ Title)  
September 11, 2023  
\_\_\_\_\_  
(Date)

**Exhibit A to Resolution #616**





## Town of Yacolt Request for Council Action

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

**Name:** Mayor Listek

**Group Name:**

**Address:** 202 W. Cushman  
Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** mayorlistek@townofyacolt.com

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Grant Application and Support Letter

**Proposed Meeting Date:** September 11, 2023

**Action Requested of Council:** Authorize Mayor Listek to sign a letter in support of a grant to pay up to \$100,000 of the costs to update our Growth Management Plan, as required by the State, and to send in our grant application.

**Proposed Motion:** "I move that Mayor Listek signs the letter in support of the grant for GMP update funding, and that the Town turns in their application for the grant."

**Summary/ Background:** The Washington Department of Commerce requires each government agency to update their Growth Management Plan about every ten years. Due to the COVID pandemic shutdowns, deadlines have been pushed out, so that Yacolt's update is now due in 2025. The update takes many months of planning, and it could be well into 2025 before our update is complete. Of course, it will also be a very expensive undertaking, as we will need to rely on professional consultants for much of the work. Various grants have become available to the Town to help cover these costs. The grant being presented is a non-competitive one (basically a guarantee of funds; all we must do is send in our application). Please note that the Dollar figures on the application are not true numbers; they are just there as examples. More work needs to be done before true figures can be filled in. We will be looking at additional grants like this in the near future as well.

**Staff Contact(s):** Clerk Stephanie Fields

[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

Mayor Katelyn Listek

[mayorlistek@townofyacolt.com](mailto:mayorlistek@townofyacolt.com)

(360) 686-3922



202 W Cushman St • PO Box 160 | Yacolt, WA 98575 | 360-686-3922

September 6, 2023

State of Washington  
Department of Commerce  
1011 Plum Street SE  
P.O. Box 42525  
Olympia, WA 98504-0901

**RE: 2025 Growth Management Act Periodic Update**

To Whom It May Concern,

Please consider this my Letter of Support in regard to the 2025 Periodic Update. Grant funds from the Department of Commerce are essential for the Town of Yacolt to perform and complete the periodic review of our comprehensive plan and comply with regulatory updates.

Please do not hesitate to reach out if you require any additional information.

Very truly yours,

Katelyn Listek  
Mayor, Town of Yacolt



## GMA UPDATE GRANT APPLICATION

This form is used to apply for a GMA Periodic Update Grant (PUG) from Commerce. Be sure to answer each question clearly and with sufficient detail.

Information on how to address the questions can be found in the Application Instructions.

The following items should be sent with your application:

1. This completed grant application form; and
2. A letter of support from either your city mayor, county executive or the chair of your board of county commissioners, supporting the work to be done as funded by this grant.

## SECTION 1: PROPOSAL REQUEST

PLEASE GIVE A BRIEF DESCRIPTION OF YOUR UPDATE GRANT PROPOSAL. (50 WORDS OR LESS)

## SECTION 2: GRANTEE INFORMATION

Applying Jurisdiction	Town of Yacolt
-----------------------	----------------

Joint Applicants (if applicable)	
----------------------------------	--

Grantee/Contract Representative			
Name	Terry Gardner		
Title	Public Works Director		
Unit/Department	Public Works		
Mailing Address	PO Box 160, Yacolt, WA 98675		
City	Yacolt		
State	Washington	Zip Code	98675
Telephone Number	360-553-0013		
Email	pwd@townofyacolt.com		

Financial Contact (If different from the Contract/Grant Representative)			
NAME	Stephanie Fields		
Title	Town Clerk		
Department	Administration		
Mailing Address	PO Box 160, Yacolt, WA 98675		
City	Yacolt		
State	Washington	Zip Code	98675
Telephone Number	360-686-3922		
Email	clerk@townofyacolt.com		

UBI Number	
------------	--

Statewide Vendor (SWV) Number	
-------------------------------	--

Contract Signature Authority (Signer's Name/Title)  
Email Address (for DocuSign)

Katelyn Listek, Mayor

Consultant / Subcontractor

Jackson Civil/Devin Jackson P, E.

### Section 3: GMA Compliance Status/Background Information

3.1 Does your jurisdiction(s) have a current adopted comprehensive plan, critical areas ordinance and/or, where applicable, a natural resources lands ordinance?

☒ YES ☐ NO

3.2 Has your jurisdiction(s) adopted other necessary development regulations under the GMA, including ordinances for subdivision of land, controls on the location and intensity of development (i.e., zoning code) and critical areas?

☒ YES ☐ NO

3.3 Are there any current non-compliance decision or orders before the Growth Management Hearings Board and/or courts?

☒ YES ☐ NO

3.4 If your answer in Question 3.3 above is "Yes", please give a brief description of you're the case and currents status of this petition or appeal. (Please include any relevant Board case number or court case number)



## SECTION 4: SCOPE OF WORK

### 4.1 SFY 2024\* Scope of Work template

#### **Sample Scope of Work and Budget Template:**

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update work plan Anticipated completion date: <i>September 30, 2023</i>	\$1,000	\$0	Periodic update work plan
Public participation plan including but not limited to Anticipated completion date: <i>November 30, 2023</i>	\$3,000		Public participation plan
Critical areas analysis including but not limited to: Anticipated completion date:	\$2,000		Critical Areas Checklist

Draft Critical Areas Ordinance amendment including but not limited to: Anticipated completion date: _____	\$70,000		Draft Critical Areas Ordinance Notification email from Commerce that draft ordinance was given for 60-day review.
Adopted Critical Areas Ordinance amendment including but not limited to: Anticipated completion date: _____	\$24,000	\$10,000	Adopted Critical Areas Ordinance Notification email from Commerce that adopted ordinance was received.
Comprehensive plan analysis including but not limited to: Anticipated completion date: _____	\$0	\$4,000	Comprehensive Plan Checklist
Draft Comprehensive Plan amendment including but not limited to: Anticipated completion date: _____	\$0	\$50,000	Draft Comprehensive Plan Notification email from Commerce that draft ordinance was given for 60-day review
Adopted Comprehensive Plan amendment including but not limited to: Anticipated completion date: _____	\$0	\$7,000	Adopted Comprehensive Plan Notification email from Commerce that adopted ordinance was received
Development Regulations analysis including but not limited to: Anticipated completion date: _____	\$0	\$2,000	Development Regulations Checklist
Draft Development Regulations Ordinance amendment including but not limited to: Anticipated completion date:	\$0	\$25,000	Draft Development Regulations Ordinance Notification email from Commerce that draft

_____			ordinance was given for 60-day review
Adopted Development Regulations Ordinance amendment including but not limited to: Anticipated completion date: _____	\$0	\$2,000	Adopted Development Regulations Ordinance Notification email from Commerce that adopted ordinance was received
Finding that the periodic update required by RCW 36.70A.130(b) is complete.  Anticipated completion date: _____			Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete.  Notification email from Commerce that adopted ordinance was received.
Total Budget	\$100,000	\$100,000	
Control Number (Total Grant Available)	\$100,000	\$100,000	

Reminder: The grant breakdown includes 50% of your total grant award, for SFY 2024 (July 1, 2023 – June 30, 2024), and 50% of the total award for SFY2025 (July 1, 2024- June 30, 2025).

## **Scope of Work and Budget Template:**

<b>Task/Work Item</b>	<b>SFY 2024 Funds</b>	<b>SFY 2025 Funds</b>	<b>Deliverable</b>
Periodic Update work plan Anticipated completion date: _____			Periodic update work plan
Public participation plan including but not limited to Anticipated completion date:			Public participation plan



<p>Critical areas analysis including but not limited to:</p> <p>Anticipated completion date:</p> <p>_____</p>			Critical Areas Checklist
<p>Draft Critical Areas Ordinance amendment including but not limited to:</p> <p>Anticipated completion date:</p> <p>_____</p>			<p>Draft Critical Areas Ordinance</p> <p>Notification email from Commerce that draft ordinance was given for 60-day review.</p>
<p>Adopted Critical Areas Ordinance amendment including but not limited to:</p> <p>Anticipated completion date:</p> <p>_____</p>			<p>Adopted Critical Areas Ordinance</p> <p>Notification email from Commerce that adopted ordinance was received.</p>
<p>Comprehensive plan analysis including but not limited to:</p> <p>Anticipated completion date:</p> <p>_____</p>			Comprehensive Plan Checklist
<p>Draft Comprehensive Plan amendment including but not limited to:</p> <p>Anticipated completion date:</p> <p>_____</p>			<p>Draft Comprehensive Plan</p> <p>Notification email from Commerce that draft ordinance was given for 60-day review.</p>
<p>Adopted Comprehensive Plan amendment including but not limited to:</p> <p>Anticipated completion date:</p> <p>_____</p>			<p>Adopted Comprehensive Plan</p> <p>Notification email from Commerce that adopted ordinance was received</p>
<p>Development Regulations analysis including but not limited to:</p> <p>Anticipated completion date:</p> <p>_____</p>			Development Regulations Checklist

Draft Development Regulations Ordinance amendment including but not limited to: Anticipated completion date: _____			Draft Development Regulations Ordinance Notification email from Commerce that draft ordinance was given for 60-day review
Adopted Development Regulations Ordinance amendment including but not limited to: Anticipated completion date: _____			Adopted Development Regulations Ordinance Notification email from Commerce that adopted ordinance was received
Finding that the periodic update required by RCW 36.70A.130(b) is complete. Anticipated completion date: _____			Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete. Notification email from Commerce that adopted ordinance was received.
Total Budget			
Control Number (Total Grant Available)			

## Section 5: Proposed Grant Budget / Funding Information

### Funding/Expenses

This section will collect background information about the project's cost, other funding sources, and the resources that would be committed by your jurisdiction toward the PUG. Please complete the fields based on your best estimate.

Table 1	*SFY 2024 (7/1/2023 to 6/30/2025)	*SFY 2025 (7/1/2023 to 6/30/2025)
EXPENSES		

Salaries and Benefits		
Goods and Supplies		
Professional Services		
Other Goods and Services		
<b>Total Expenses **</b>		

<b>Table 2</b>	<b>*SFY 2024 (7/1/2023 to 6/30/2025)</b>	<b>*SFY 2025 (7/1/2023 to 6/30/2025)</b>
<b>Update Grant Funding Sources</b>		
Commerce Update Grant Funds		
Other Funds (If any)		
<b>Total Funds **</b>		

\* The State Fiscal Years (SFY) for 2023-25 Biennium are Year 1 (July 1, 2023, to June 30, 2024) and Year2 (July 1, 2024, to June 30, 2025) for this 2-year grant. Grant funds may reimburse work on the grant project beginning July 1. This current grant will only cover this first fiscal year, due to a break in the state biennium. A second grant agreement will be executed next year to supply the second half of funding, once authorized by the Legislature for the 2023-25 Biennial Budget, beginning July 1, 2023.

\*\*\* Estimated Expenses must match the Total Revenue, or estimated sources of funds, for each fiscal year. For example, under the SFY 2024 column, the "Total Expenses" field in Table 1 must equal the "Total Funds" field in Table 2.

## Application Submittal:

Please send this completed Application Form and a Letter of Support.

We request your materials be given electronically as an attachment to an e-mail to the [gmsgrants@commerce.wa.gov](mailto:gmsgrants@commerce.wa.gov)

### Email format:

- In the email subject line please show the grant name and your jurisdiction:

Example: *Update Grant Application - [Jurisdiction Name]*

### Format:

- Attachments to e-mail shall be in Microsoft Word format or PDF. Scanned copies of letters are acceptable.
- We request a copy of the grant application form be given in MS Word format. (A PDF copy may also be attached if you prefer.) Receiving a Word copy of the application form with Scope of Work and Budget tables, allows us to prepare your contract template more quickly.

If you have any questions, please contact your [Commerce Regional Assistance Planner](#). More information, including contact details, will be available in your update grant award letter.



## Town of Yacolt

### Request for Council Action

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

**Name:** Stephanie Fields, Town Clerk  
David W. Ridenour, Town Attorney

**Group Name:** Staff

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

**Phone:** Town Clerk (360) 686-3922  
David Ridenour (360) 991-7659

**Email Address:** clerk@townofyacolt.com  
david@davidridenourlaw.com

**Alt. Phone:**

#### ITEM INFORMATION:

**Item Title:** Review Contract Between the Town and Schindler Elevator Corporation.

**Proposed Meeting Date:** September 11, 2023.

**Action Requested of Council:** Consider options to terminate or extend the Town's inspection/repair contract with Schindler Elevator Corporation.

**Proposed Motion:** none.

**Summary/ Background:** The Town Council has questioned the Town's contract with Schindler Elevator Corporation and asked whether options exist to terminate that contract. The matter is being placed on the agenda for a discussion of the contract language that covers termination.

The contract's term and rules for cancellation are described on page 2 of the contract. Other language of interest can be found in paragraphs 2 and 5 of the Terms and Conditions on page 6.

**Attachments:** Schindler Inspection Contract, (6 pages)

**Staff Contact(s):** Stephanie Fields, Town Clerk.  
David W. Ridenour, Town Attorney.



Town Copy

# Schindler Inspection



**Schindler**

## SCHINDLER ELEVATOR CORPORATION

1530 Timberwolf Drive  
Holland, OH 43528-9161  
Phone: 419-867-5189  
Fax: 419-867-5176

**Date:** August 20, 2012

**Estimate Number:** LHUS-8PXSL7 (2012.3)

**To:**

Yacolt Town Hall  
202 W Cushman St  
Yacolt, WA 98675

**Building Name:**

Yacolt Town Hall

**Attn:** Pete Roberts

### EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application Description	Rise/Length		Capacity	Speed	Install#
				Openings				
			Yacolt Town Hall 202 W Cushman St Yacolt, WA 98675					
1	Schindler	Hydraulic Passenger	ELEV 01	2F/0R		2100	125	G0579

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 1530 Timberwolf Drive, Holland, OH 43528-9161, and YACOLT TOWN HALL, 202 W Cushman St, Yacolt, WA 98675 ("you") agree as follows:

### INSPECTION COVERAGE

We will:

- Periodically examine, lubricate, adjust, and as needed, recommend the repair or replacement of the Equipment
- Report to you any necessary repairs discovered by us in the performance of such inspections
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform safety testing ?

### TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.



#### ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

#### HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services do not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

#### TERM

This Agreement commences on September 13, 2012, and continues until September 12, 2018, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

*Between May 15 & June 14th*

#### PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$70.00 per month, payable in annual installments of \$840.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

#### PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

### PAYMENT OPTIONS

(1) Please select a Method of Payment:

<input type="checkbox"/>	Direct Debit	1% Discount (Attach Copy of voided check)
<input type="checkbox"/>	Credit Card	3% Addition
<input type="checkbox"/>	Visa	<input type="checkbox"/> MC <input type="checkbox"/> AMEX
Number: _____		
Expiration Date: _____		
Signature: _____		
<input type="checkbox"/>	Check	
<input type="checkbox"/>	Other:	_____

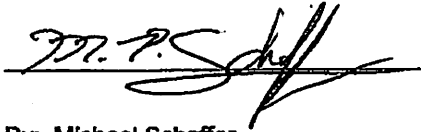
(2) Please select a Payment Frequency (Other than Annual):

<input type="checkbox"/>	Semi-Annual	1% Addition
<input type="checkbox"/>	Quarterly	3% Addition
<input type="checkbox"/>	Monthly	5% Addition

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

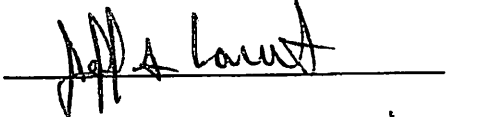
  
By: Michael Schaffer

For: Schindler Elevator Corporation

Title: Sales Representative

Date: August 20, 2012

Accepted:

  
By: Jeffrey S. Carothers

For: Yacolt Town Hall

Title: Mayor

Date: 9-19-12

Approved:

\_\_\_\_\_

By: Gray Horton

Title: District Manager

Date: \_\_\_\_\_



## TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. **You will not permit others to work on the Equipment during the term of this Agreement.** You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half the remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
  - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
  - (b) Termination of the Agreement on ten (10) days prior written notice; and
  - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.
8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

#### SPECIAL CONDITIONS

The following additional terms and conditions are incorporated:

\*\*\*Annual Price Adjustments Will Be Capped at 3%\*\*\*