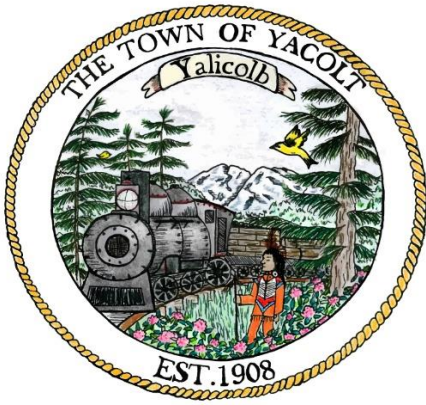




Town of Yacolt

Council Meeting Agenda

Monday, November 10, 2025
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Approve Minutes of Previous Meeting(s)

- [1.](#) DRAFT Minutes from 10-13-25 Council Meeting
- [2.](#) DRAFT Minutes from 10-20-25 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.](#) Resolution #636 re: Interlocal Agreement with Clark County Fire Marshal
- [4.](#) Resolution #637 re: Final Approval on Real Estate Purchase
- [5.](#) Nuisance Code Enforcement
- [6.](#) Appoint UCPB Board Representative
- [7.](#) Budget Hearing #2
- [8.](#) DRAFT Request for Proposals for Elevator Services
- [9.](#) Comprehensive Plan Update

New Business

- [10.](#) NCEMS Interlocal Agreement Addendum
- [11.](#) EMS Levy Hearing and Resolution #638
- [12.](#) Yacolt Revenue Hearing and Resolution #639
- [13.](#) Surplus Sale Resolution #640

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.

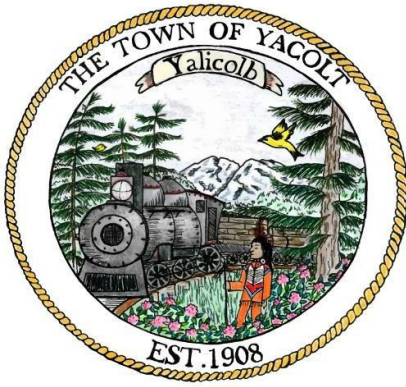
Council's Comments

Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

Adjourn



Town of Yacolt

Town Council Meeting Minutes

Monday October 13, 2025

7:00 PM

Town Hall

Call to Order

7:00 PM

Flag Salute

Roll Call

Council Members Present: Kandi Peto, Craig Carroll, Brandon Russell, Marina Viray

Absent: Jeff Carothers

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

A motion was made to excuse Councilmember Carothers' absence.

Motion: Viray

2nd: Peto

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Late Changes to the Agenda

None

Approve Minutes of 9/8/2025 Meeting:

Motion was made to approve the minutes with corrections made to the last 3 out of 4 votes showing Russell voting, not Homola.

Motion: Russell

2nd: Peto

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Approve Minutes of 9/11/2025 Special Council Meeting:

Motion was made to approve the minutes as written.

Motion: Peto

2nd: Viray

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Approve Minutes of 9/18/2025 Special Council Meeting:

Motion was made to approve the minutes except to show that Councilmember Russell was present.

Motion: Peto

2nd: Carroll

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Citizen Communication

None

Unfinished Business

Update on Fire Marshal InterLocal Agreement

Attorney Ridenour stated that the Fire Marshal's attorney has been reviewing it and they were pretty positive about it; 99% sure to have the new ILA in front of Council at next month's meeting for adoption.

Update on Real Estate Purchase

Attorney Gerst reported that the closing date was extended to November 12th, and all final figures will be presented at next month's meeting. Working on all contingencies including title search and appraisal.

Decision re: Heritage Corporate and Legacy Advisors (New Attorneys)

Councilmember Peto stated that she thinks it's a good idea to have back-up attorneys, and made a motion to retain Heritage for some projects, as well as Brian Gerst.

Motion: Peto

2nd: Russell

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

New Business

Legislative Update from Gordon Thomas Honeywell

Hanna Jones gave a very comprehensive, detailed presentation regarding the workings of our State Legislature. She suggested several steps she feels the Town should make: Adopt a 2026 Legislative Agenda, submit a capital budget request with letters of support, have Mayor and Councilmembers meet with our legislators in Olympia (attend AWC's City Action Days), and submit for a PW funding for much-needed stormwater system repairs. She said she'd provide us with a template for support letters, and brought up creativity in coming up with donations, etc.

Liquor License Renewal for Tacos Sensacion

Motion was made to nope oppose renewal of the liquor license.

Motion: Carroll

2nd: Viray

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Ordinance #604 re: Updating Business Licensing Exemption Threshold

After Attorney Ridenour pointed out that this applies to out-of-town businesses doing business within the Town of Yacolt, a motion was made to adopt the Ordinance.

Motion: Russell

2nd: Peto

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Resolution #635 re: Purchase of a Used Truck to Replace the Town's F-250

Public Works Director Gardner described the truck he wants to have the Town purchase, and gave

details on the truck he wants to replace. Motion was made to pass the Resolution authorizing purchase of the new truck as a replacement for the F-250.

Motion: Carroll **2nd:** Russell

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Mayor Shealy then mentioned that the City of Ridgefield has a truck the might want to consider buying, which is outfitted very well for snowplowing and deicing. Gardner will contact them to see how good a price he can negotiate.

Elevator Service Company

After a brief discussion, a motion was made to have staff bring a draft RFP to next month's meeting, requesting as much regular service/repairs as legally allowable.

Motion: Russell **2nd:** Viray

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Appoint New UCPB Representative

No one seemed to know if the Town's Rep must be an elected official or not. Clerk Fields said she'd find out before the next meeting. Motion was made to table this appointment until next month's meeting.

Motion: Carroll **2nd:** Viray

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Rotate Finance Committee

Councilmember Peto nominated Councilmember Viray.

Motion: Peto **2nd:** Russell

Aye: Carroll, Peto, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Town Clerk's Report

- Did not go to Convention in Chelan; stayed here and took care of pressing business
- Treasurer's Report and Quarterly Financial will be posted on the Town's website tomorrow morning.
- We just received over \$212,000 reimbursement for the Hoag Street Improvements project from TIB.
- Continuing to refine Budget; looking forward to next Monday's Budget Hearing at 6pm.
- Harvest Market/ Oktoberfest were well-attended. Next events meeting is Oct. 27th at 6:30 pm, to plan Tree Lighting, New Year's Eve parade, and pin down next year's event dates.

Public Works Department Report

- Storm drains all inspected, charted; ponds have been maintained and ditches cleaned out
- Street sweeping will be more regular for a while
- Turned off water at the parks
- If tennis court re-painting not started this week, will be first on schedule for next spring
- Possible main storm sewer line break; need to TV the line to find if/where break is so it can be repaired.

Attorney's Comments

Ridenour

- Has been investigating Real Estate acquisition through Clark County; also looking into securing properties with a bank loan.
- Hopes to coordinate with Devin Jackson re: Comp Plan Update and how ADUs will fit into it.
- Has been working toward a joint grant and/or tax for Law Enforcement, and may need to update our Interlocal Agreement for Law Enforcement Services if we do a joint grant or tax.
- Tonight's Resolution and Ordinance were both drafted by the Town Clerk.
- Legal tidbit: Ord. #152 from 1967 said no selling of alcoholic beverages on election day or until 2pm on Sundays. (Was repealed.)

Gerst

Has been conferring with Ridenour on Code Enforcement issues and update. Hopes to have some recommendations at next month's meeting. He aspires to have a very efficient, sustainable Code update.

Citizen's Communication

None

Council's Comments

None

Mayor's Comments

- Would like to pursue a grant to repair at least 8 manholes, for around \$330,000.
- Thinks utilizing an Interlocal Agreement for services with other cities and/or the County is a great way to get work done.
- We need to follow up with the RR Ave subdivision HOA regarding maintenance of their swale.

Approve to Pay Bills on Behalf of the Town

Motion: Peto **2nd:** Viray

Aye: Peto, Carroll, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Executive Session

Mayor Shealy closed the regular meeting and opened an executive session to discuss real estate acquisition and potential litigation at 9:15pm, to last until 9:25 pm. At 9:25 pm, he re-opened the regular meeting.

Council moved to authorize Mayor Shealy to sign an extension on the Real Estate purchase to November 12th.

Motion: Peto **2nd:** Russell

Aye: Peto, Carroll, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

Council Approved moving forward with the appraisal and comps as discussed in Executive Session.

Motion: Russell

2nd: Peto

Aye: Peto, Carroll, Russell, Viray

Nay: 0

Absent: Carothers

Motion Carried

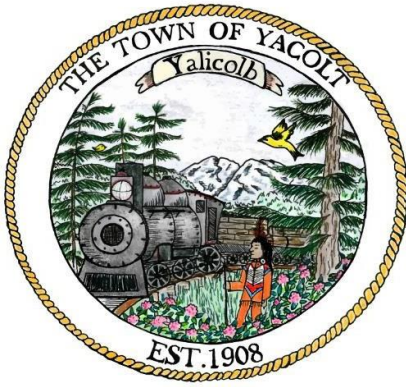
Adjourn

9:28 pm

Mayor Ian Shealy

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt

Special Council Meeting Minutes

Monday, October 20, 2025
6:00 PM
Town Hall

Call to Order

6:00 PM

Flag Salute

Roll Call

Council Members Present: Jeff Carothers, Kandi Peto, Craig Carroll, Brandon Russell

Council Member Absent: Marina Viray

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

Motion was made to excuse Councilmember Viray's absence

Motion: Carothers **2nd:** Carroll

Aye: Carothers, Peto, Carroll, Russell **Nay:** 0 **Absent:** Viray

Motion Carried

New Business

Public Hearing #1 re: 2026 Proposed Budget

Mayor Shealy closed the regular meeting and opened the Public Hearing at 6:01 pm. Clerk Fields described the Town's ability to use banked capacity tax revenues, which Council welcomed.

Then Council discussed more trims to the budget, including eliminating some purchases by Public Works, reducing improvements to Town Hall's exterior, capping legal services fees, and possibly eliminating our lobbying firm. Then they discussed dialing in both revenues and expenditures to make them as realistic as possible, and decided that the Town really does need to work on more revenue generation. When discussion came to an end, Mayor Shealy closed the Public Hearing and re-opened the regular meeting at 7:43 pm.

Adjourn: 7:44 pm

Mayor Ian Shealy

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: David W. Ridenour, Town Attorney **Group Name:** Staff
Address: 202 W. Cushman St. **Phone:** (360) 906-1556
P.O. Box 160
Yacolt, WA 98675
Email Address: david@davidridenourlaw.com **Alt. Phone:** Town Clerk (360) 686-3922

ITEM INFORMATION:

Item Title: Interlocal Agreement for Clark County Fire Marshal Services.
(Resolution #636.)

Proposed Meeting Date: November 10, 2025.

Action Requested of Council: Review and approve Resolution #636 to adopt a proposed new Interlocal Agreement with Clark County for Fire Marshal Services.

Proposed Motion: "I make a motion to approve Resolution #636 as proposed authorizing the Mayor to sign the new Interlocal Agreement with Clark County for Fire Marshal Services."

Summary/ Background: Yacolt has received services from the Clark County Fire Marshal pursuant to interlocal agreements that were signed in 1996 and 2008. Those agreements were written with specific fee structures and without flexibility to evolve or expand over time without formal amendment. They quickly became obsolete and were effectively treated as terminated by the County.

The parties have negotiated a new Agreement that will improve upon older versions by: 1). Providing for an expanded range of services; 2). Allowing services and compensation to change over time without formal amendment of the Agreement; and, 3). Better complying with the Interlocal Cooperation Act, RCW 39.34.

Attorney Fee Recovery: During negotiations, the County's attorney requested a few minor changes that are now reflected in the attached version. The most significant change requested was the removal of

paragraphs that would allow the Parties to recover their attorney's fees if successful in litigation against each other. The County's reasoning is that the ability to recover attorney's fees can encourage litigation and increase overall costs to the Parties. The County's attorney said that he discourages this language in County contracts, even though he acknowledges it is fairly common in agreements of this type. This change has been incorporated in the attached Agreement, but should be discussed during the Council meeting.

Commercial Property Inspections: The Fire Marshal recommended that Yacolt require inspections of commercial buildings in Town. Clark County and many other jurisdictions inspect commercial buildings for compliance with the International Fire Code. The Fire Marshal recommends that the Town adopt an ordinance similar to the County's Code which requires commercial occupancy inspections every 1, 2 or 3 years, depending on the risk-level of the property. (Currently only the elementary school is being inspected.) Benefits include improved code compliance and public safety. The inspection policy would also improve the insurance rating for the local Fire District, eventually resulting in lower insurance premiums.

Staff will be prepared to discuss these matters and any questions the Council might have during the Council meeting.

If the Council approves the attached Agreement, it will be placed on the County Council's next meeting agenda for approval as well.

Attachments:

Resolution #636 for Adoption of Interlocal Agreement, (DRAFT).
Interlocal Agreement for Fire Marshal Services, (including Exhibit A – Scope of Services), (DRAFT).

Staff Contact(s):

Stephanie Fields, Town Clerk.
David W. Ridenour, Town Attorney.
Ian C. Shealy, Mayor of Yacolt.

DRAFT - Resolution #636 - DRAFT

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON,
AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE
TOWN OF YACOLT AND THE CLARK COUNTY FIRE MARSHAL FOR THE PURPOSE OF
PROVIDING FIRE MARSHAL SERVICES TO THE TOWN OF YACOLT**

Whereas, the Town of Yacolt, (hereafter “Town” or “Yacolt”), is required by the Washington State Building Code Act (RCW 19.27) to enforce building codes and laws as specified in that Act, which Codes include without limitation the International Fire Code, published by the International Code Council, Inc., (including those standards of the National Fire Protection Association specifically referenced in the International Fire Code) (RCW 19.27.031(3), and the State Building Code Council’s amendments to the 2021 edition of the International Fire Code (WAC 51-54A), as these and other authorities may be adopted and amended from time to time;

Whereas, Clark County has authority to provide Fire Marshal Services pursuant to Washington State and local laws including RCW 36.43, (Building Codes and Fire Regulations); RCW 19.27, (Washington State Building Code); the 2021 Washington State Fire Code, (2021 IFC Amended), as adopted from time to time by RCW 19.27.031; and the Clark County Fire Code, CCC 15.12;

Whereas, the Clark County Fire Marshal regularly administers the Washington State Fire Code and conducts building inspections, plan review, fire investigations, fire protection system review, code enforcement activities; and related services that are within the knowledge and expertise of the Clark County Fire Marshal’s Office to municipalities in Clark County;

Whereas, Yacolt entered interlocal agreements with the Clark County Fire Marshal’s Office for Fire Marshal services in 1996 and 2008, but those agreements have expired or become obsolete;

Whereas, Yacolt desires to enter a new working relationship with the Clark County’s Fire Marshal to assist the Town in managing Yacolt’s responsibilities under Washington State Law;

Whereas, this Agreement is a proper subject for an interlocal agreement under RCW 39.34 providing for cooperation between government entities, and is specifically authorized by RCW 19.27.110;

Whereas, RCW 43.09.210 requires local government agencies to pay the true and full value of any service or property received from another local government agency;

Whereas, the Town and the Clark County Fire Marshal’s Office desire to enter into an Agreement, pursuant to and in accordance with the Interlocal Cooperation Act, RCW 39.34, to describe the terms by which the parties will provide and pay for Fire Marshal Services;

Whereas, the Town Council has determined that it is in the public interest to authorize the Mayor of Yacolt to execute the Interlocal Agreement between the Town and the Clark County Fire Marshal’s Office that is attached to this Resolution as Exhibit A, (hereafter, “Agreement”); and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 10th day of November, 2025, and all members of the Town Council have had notice of the time, place, and purpose of said regular meeting pursuant to RCW 42.30:

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

Section 1 – Adoption of Recitals: The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Agreement.

Section 2 - Approval of Interlocal Agreement: The “Interlocal Agreement for Fire Marshal Services Between Clark County and the Town of Yacolt” 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 and directed to execute the Interlocal Agreement in a form substantially similar to Exhibit A for and on behalf of the Town of Yacolt and to deliver an executed copy or original thereof to Clark County.

Section 3 - Filing of Agreement: The Town Clerk is directed to file an executed original of the Agreement with the Clark County Auditor or to publish and file the Agreement in any other manner that satisfies the filing requirements of RCW 39.34.040.

Section 4 - 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 5 - 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 #636

The Town Council of the Town of Yacolt adopted Resolution #636 at its regularly scheduled Town Council meeting held on November 10, 2025. The content of the Resolution is summarized in its title as follows: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF YACOLT AND THE CLARK COUNTY FIRE MARSHAL FOR THE PURPOSE OF PROVIDING FIRE MARSHAL SERVICES TO THE TOWN OF YACOLT.

The effective date of the Resolution is November 10, 2025. A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 19th day of November, 2025.
Yacolt Town Clerk

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 10th day of November, 2025.

TOWN OF YACOLT

Ian C. Shealy, 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 #636 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF YACOLT AND THE CLARK COUNTY FIRE MARSHAL FOR THE PURPOSE OF PROVIDING FIRE MARSHAL SERVICES TO THE TOWN OF YACOLT" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Stephanie Fields, Town Clerk

Published: _____
Effective Date: November 10, 2025
Resolution Number: 636

[Exhibit ‘A’ to Yacolt Resolution #636]

INTERLOCAL AGREEMENT FOR FIRE MARSHAL SERVICES BETWEEN CLARK COUNTY AND THE TOWN OF YACOLT

THIS AGREEMENT is entered by and between Clark County, Washington, acting through its Fire Marshal’s Office, (“County” or “Fire Marshal”), and the Town of Yacolt, a Washington municipal corporation, (“Town” or “Yacolt”). The Town and Clark County are collectively referred to as the “Parties”.

BACKGROUND

Whereas, the County has authority to provide Fire Marshal Services pursuant to Washington State and local laws including Chapter 36.43 RCW, (Building Codes and Fire Regulations); Chapter 19.27 RCW, (Washington State Building Code); the 2021 Washington State Fire Code, (2021 IFC Amended), as adopted from time to time by RCW 19.27.031; and the Clark County Fire Code, CCC Chapter 15.12;

Whereas, the Fire Marshal regularly administers the Washington State Fire Code and conducts building inspections, plan review, fire investigations, fire protection system review, code enforcement activities; and related services;

Whereas, Yacolt desires to enter a working relationship with the County’s Fire Marshal to assist the Town in managing Yacolt’s responsibilities under Washington State Law;

Whereas, this Agreement is a proper subject for an interlocal agreement under Chapter 39.34 RCW providing for cooperation between government entities, and is specifically authorized by RCW 19.27.110; and,

Whereas, the Clark County Council and the Yacolt Town Council have determined that it is in the public interest, health, safety and welfare to enter into this Agreement:

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the Parties hereby agree as follows

Section 1 – Adoption of Recitals: The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Agreement.

Section 2 – Purpose: The purpose of this Agreement is to set forth the County’s obligation to provide services to the Town through the County’s Fire Marshal’s Office and the compensation the Town will pay to the County for such services.

Section 3 – Scope of Services: The scope of services to be provided under this Agreement are collectively referred to herein as the “Fire Marshal Services” and are more fully described in Exhibit A attached hereto. The Fire Marshal will provide comprehensive services to the Town which may include plan review, inspections, fire investigations, enforcement actions and other services consistent with the following authorities:

- 3.1. The Washington State Building Code (Chapter 19.27 RCW and related chapters of the Washington Administrative Code) as adopted and amended;
- 3.2. The International Fire Code (IFC), as adopted and amended by Washington State, (WAC 51-54A);
- 3.3. The Clark County Code, as adopted and amended, (CCC Title 15 and Title 6);
- 3.4. The Town's relevant codes found in the Yacolt Municipal Code, (YMC), as amended; and,
- 3.5. Any and all other Federal, State, County and local authority that is reasonably related to the purposes of this Agreement as agreed by the Parties.

Section 4 – Responsibilities of the County: The County, by and through its employees, agents, and representatives, agrees to the following:

- 4.1. Services: The County will provide Fire Marshal Services as set forth in this Agreement and in Exhibit A attached hereto;
- 4.2. Invoices: The County shall deliver written invoices to the Town for Fire Marshal Services provided under this Agreement. Unless otherwise agreed, the County will endeavor to deliver invoices to the Town on a monthly basis for Fire Marshal Services performed during the previous calendar month. The County's charges for Fire Marshal Services may consist of reasonable fees as generally established in CCC 6.120, (Fire Marshal Fees), as amended from time to time. For any services provided under this Agreement that are not described in CCC 6.120, the County shall charge reasonable and actual costs incurred by the Fire Marshal or such reasonable fees as may be agreed upon by the Parties at the time. In any event, fees charged for Fire Marshal Services shall not exceed an amount sufficient to pay the cost of inspections, administration, and enforcement pursuant to RCW 19.27.110, RCW 19.27.111, and RCW 82.02.020.

The County may seek payment directly from property owners or other parties who may be obligated to pay for such services under County or Town Codes or other legal authority. (By way of example, the County may perform occupancy inspections of improved commercial properties in Town, and may bill the costs and fees for such inspections directly to the commercial property owner or other obligated party. As another example, the County may perform plan review and inspections related to land use and building permit applications, and may bill the costs and fees for such work directly to the permit applicant or other obligated party.)

- 4.3. Compliance with Law: The County will comply with requirements of the legal authorities listed in Section 3 above, as currently described or as hereafter amended, when providing Fire Marshal Services to the Town;
- 4.4. Assistance to Town: The County will reasonably participate and assist the Town with decisions and actions involving matters within the scope of this Agreement as they may arise during the term of this Agreement; and,
- 4.5. Record Keeping: The County will maintain all accounts and records as reasonably necessary to ensure proper accounting for all services provided and fees billed to the Town

in compliance with this Agreement. Records shall be subject to inspection, review, or audit by the Town upon request. All records shall be retained in accordance with the State of Washington records retention schedules.

Section 5 – Responsibilities of the Town: The Town, by and through its employees, agents, and representatives, agrees to the following:

- 5.1. Compensation for Services: The Town shall pay to the County all fees charged for Fire Marshal Services as invoiced pursuant to Section 4.2 above within 30 days of receipt. The Town agrees to pay any applicable late payment penalties or interest that is charged per County practice or as allowed by law.

The Town reserves the right to pass on fees to business or property owners of the buildings for which Fire Marshal Services are provided under the terms of this Agreement, and the Town may charge an additional sum for administrative fees and other services in addition to the fee(s) charged by the County.

- 5.2. The Fire Marshal is Designated as the Town's Fire Code Official: During the term of this Agreement, the Town hereby appoints the County Fire Marshal as the Town's "Fire Code Official" as referenced in the Washington State Fire Code and other authorities listed in Section 3 above, subject to the terms, conditions and limitations described herein.

- 5.3. Delegation of Authority: The Town hereby delegates to the County the authority and power to provide fire investigative services on behalf of the Town as set forth in this Agreement. When performing fire investigative services within the Town, the Fire Marshal shall coordinate with the Clark County Sheriff's Office as the law enforcement agent of the Town, or such other law enforcement agent as may be identified by the Town in the future. Neither the Fire Marshal nor any employee of the County shall have the authority to file code enforcement actions, including the filing of any civil infractions or criminal charges on behalf of the Town, but shall assist the Town with such actions when requested.

- 5.4. Access and Record Keeping: The Town will provide the Fire Marshal with access to buildings, records, and personnel necessary to perform services. The Town's records concerning Fire Marshal Services under this Agreement shall be subject to inspection, review, or audit by the County upon request. All records shall be retained in accordance with the State of Washington records retention schedules.

- 5.5. County Amendments to the State Building Code and International Fire Code: The Town acknowledges that the County has adopted certain local amendments to the State Building Code and the International Fire Code that have been approved by the State Building Code Council. Upon the County's written request, the Town agrees to seek the adoption of local provisions that are substantially consistent with the County's amendments, subject to the Town's required public process and the legislative discretion of the Town Council. The County's request shall provide draft text, a summary of the intended purpose and effects, and any available technical support. The Town will place the request on a Council agenda within sixty (60) days and will use reasonable efforts to complete Council consideration within sixty (60) days thereafter. Nothing in this sub-subsection obligates the Town to adopt any specific amendment it determines is not in the public interest, inconsistent with applicable law, or unsuitable to local conditions.

Section 6 – Effective Date of Agreement: This Agreement shall be effective upon execution by the Parties.

Section 7 – Duration of Agreement: This Agreement shall remain in effect until terminated pursuant to Section 8 of this Agreement.

Section 8 – Termination of Agreement:

- 8.1. Termination by Notice: Either party may terminate this Agreement for any reason, or no reason at all, by providing the other party with ninety (90) days' written notice of intent to terminate the Agreement.
- 8.2. Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 8.3. Termination for Breach: The County may terminate this Agreement with fourteen (14) days advance written notice upon the failure of the Town to make payments as required by this Agreement. The Town may terminate this Agreement upon fourteen (14) days advance written notice in the event the County fails to provide services as required by this Agreement. Prior to termination for breach, the party claiming breach must provide written notice to the breaching party stating the basis of the breach and the party receiving notice shall have 14 calendar days in which to cure the breach before Notice of Termination can be provided.
- 8.4. Survival of Rights and Obligations: Unless barred by an applicable statute of limitation or repose, the provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement as having not been fully and necessarily performed as of the date of termination, shall survive termination, including without limitation ongoing services and assistance to the Town under Section 4 (Responsibilities of the County); Section 4.5 (Record Keeping); Section 5.1 (Compensation for Services); Section 11, (Indemnification); Section 12 (Dispute Resolution); Section 15.2 (Time of the Essence); Section 15.7 (Governing Law and Venue); and Section 15.8 (Attorney Fees and Costs);

Section 9 – The Parties Are Independent Government Agencies:

- 9.1. The Parties are Independent Government Agencies: The Parties recognize and agree that the Parties hereto are independent governments. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the independent governmental powers, authority, or discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the County shall have the sole discretion and obligation to determine the exact method by which Fire Marshal Services are provided to the Town.
- 9.2. Performance Governed by County: All aspects of performance of the Services shall be governed solely by the County including, but not limited to, personnel, standards of performance, and discipline.
- 9.3. No Preferential Service to Town: In the event of a large-scale event or natural disaster affecting the Fire Marshal's Office, the Fire Marshal will assign resources based solely upon the operational judgment of the County without regard to political boundaries.

Nothing in this Agreement shall be construed to require the County to provide preferential Fire Marshal Services to the Town.

- 9.4. County Employees: All persons rendering Fire Marshal Services under this Agreement shall be, for all purposes, employees of the County and not the Town.
- 9.5. Services Contact Person: All service requests, citizen complaints, and requests for general information relating to Fire Marshal Services shall be made or directed to the Fire Marshal or his/her designated agent(s).

Section 10 – Administration: The Parties designate the following as their representatives responsible for administering the terms of this Agreement:

- 10.1. For the Town: The Town’s Mayor or the Mayor’s designee(s).
- 10.2. For the County: The Fire Marshal or the Fire Marshal’s designee(s).

Section 11 – Indemnification:

- 11.1. Agreements to Indemnify: Each party agrees to indemnify, defend, and hold harmless the other party, its employees, agents, and elected and appointed officials from any and all claims, demands or damages of whatever kind or nature related to this Agreement, which may be made against them to the extent arising out of the negligent acts or omissions of the indemnifying party, its employees, agents or elected or appointed officials.
- 11.2. Mutual Waiver of Immunity Under RCW 51: Each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees. For this purpose, the County and the Town hereby expressly waive, as to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This Section does not purport to require that either party indemnify the other against liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the party that would otherwise be entitled to indemnity under this provision, or its elected officials, officers, employees, and agents.

This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

- 11.3. Public Duty Doctrine: Nothing in this Agreement shall be construed to waive or limit any immunities or defenses available to either party under the public duty doctrine, the Washington Tort Claims Act, or other applicable law.

Section 12 – Dispute Resolution: The Parties are committed to working cooperatively in resolving all matters related to this Agreement and achieving its intent and purpose. If a dispute should arise, then the Parties agree to meet on an informal basis and try to resolve the matter. If the Parties are unable to resolve their dispute on an informal basis, then the Parties shall be free to pursue any remedies to which they are entitled, including formal litigation of any kind.

Section 13 – Notices and Payments: Notices, payments and other communications between the Parties shall be in writing and shall be either hand-delivered, emailed, or mailed by first-class mail, postage

prepaid, to the addresses set forth in this Section. All notices shall be deemed given on the day such notice is personally served or emailed, and three (3) days after the date such notice is mailed by first-class mail. 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 Section.

13.1. If to the Fire Marshal:

Clark County Fire Marshal's Office
Attn: Donna Goddard
500 W. 8th Street, Suite 100/110
Vancouver, WA 98660

Phone: 564-397-4052
Email: Donna.Goddard@clark.wa.gov

13.2. Payments to the County:

Clark County Clark County Fire Marshal's Office
Attn: Office Assistant

Phone: 564-397-2186
Email: Firemar@clark.wa.gov

13.3. If to the Town:

Town of Yacolt
Attn: Town Clerk
P.O. Box 160
Yacolt, Washington 98675

Phone: 360-686-3922
E-mail: clerk@townofyacolt.com

Section 14 – Compliance with the Interlocal Cooperation Act: This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW. The Agreement includes the following elements:

14.1. Duration of Agreement: The duration of this Agreement is set forth in Section 7.

14.2. Joint Administration - No Separate Entity Created: No separate legal or administrative agency exists or will be established in connection with this Agreement. The Parties shall administer the performance of this Agreement through their administrators as identified in Section 10.

14.3. Purpose of Agreement: The purpose of this Agreement is to describe the rights and obligations of the Parties with to the provision of Fire Marshal Services by Clark County to the Town of Yacolt, as set forth in Sections 2 and 3.

14.4. Manner of Financing: The Agreement will not require financing of any kind, and no joint budget will be prepared to carry out the performance of this Agreement. Each party shall

be responsible for budgeting any projected and actual financial impacts from the activities described in this Agreement in its own budgets.

- 14.5. Termination of Agreement: This Agreement may be terminated as set forth in Section 8.
- 14.6. Disposition of Property: No real property will be jointly acquired, held, used, or disposed of in connection with this Agreement. The disposition of personal property and money to be paid for services rendered pursuant to this Agreement is described generally in Section 5.2 and Exhibit A to the Agreement. Any real or personal property used or acquired by either Party in connection with the performance of this Agreement shall be disposed of by that Party as it shall determine in its discretion.
- 14.7. Document Execution, Filing and Effective Date: The Parties agree to execute two (2) originals of this Agreement by authorized signature(s) of the necessary official(s) of each party. An executed original of this Agreement shall either be recorded with the Clark County Auditor or posted on each party's web site as required by RCW 39.34.040. Upon execution by the Parties and compliance with RCW 39.34.040, each signed original Agreement shall constitute an enforceable Agreement that is binding upon the Parties. The Agreement shall therefore be effective upon recording with the Clark County Auditor.

Section 15 – Miscellaneous Provisions:

- 15.1. Further Cooperation: The Parties shall cooperate in good faith and execute such documents as reasonably necessary and take all additional actions which are reasonably necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 15.2. Time of the Essence: Both Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
- 15.3. Entire Agreement: This Agreement contains the entire understanding between the Parties and supersedes any prior agreements relating to the subject matter.
- 15.4. Amendments: This Agreement may be amended only by an instrument in writing that is formally approved and executed by the Parties subsequent to the date hereof.
- 15.5. Assignment: No party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
- 15.6. Ratification: Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed by the Parties.
- 15.7. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in the Clark County Superior Court.
- 15.8. Waiver: Waiver by any party of the right to strict performance of any provision of this Agreement or of any breach of this Agreement shall not constitute a waiver of any other provision or breach.

- 15.9. No Employment Relationship Created: The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the County and any employee, agent, representative or contractor of the Town, or between the Town and any employee, agent, representative or contractor of the County.
- 15.10. No Rights Conveyed to Other Parties: It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and conveys no right to any other party. There are no indirect or third-party beneficiaries to this Agreement. The Parties do not intend by this Agreement to assume contractual obligations to any party other than the Parties named in this Agreement.
- 15.11. Section Headings: Section and subsection headings contained in this Agreement are included solely for the convenience of the reader, and are not intended to be a part of this Agreement.
- 15.12. Severability: In the event any term or condition of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid or unenforceable term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
- 15.13. Drafting: Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

IN WITNESS WHEREOF, the Town of Yacolt and Clark County have executed this Agreement on the dates indicated below.

“Town”

The Town of Yacolt, a Washington municipal corporation:

Exhibit Copy

Ian C. Shealy, Mayor

Date

Attest:

Exhibit Copy

Stephanie Fields, Town Clerk

Date

Approved as to form only:

Exhibit Copy

David W. Ridenour, Town Attorney

Date

“County” or “Fire Marshal”
Clark County, Washington

Exhibit Copy

Kathleen Otto, County Manager

Date

Approved as to form only:

Tony Golik
CLARK COUNTY PROSECUTING ATTORNEY

Exhibit Copy

Stephen Archer, Senior Deputy Prosecuting Attorney

Date

EXHIBIT A

To

Interlocal Agreement for Fire Marshal Services
Between Clark County and the Town of Yacolt

SCOPE OF FIRE MARSHAL SERVICES

This Exhibit A is attached to and incorporated into the Interlocal Agreement for Fire Marshal Services Between Clark County and the Town of Yacolt, (“*Agreement*”). This Exhibit described the scope of Fire Marshal Services covered by the Agreement.

1. **Included Services:** Services to be provided under the Agreement generally include the following:

1.1. **Existing Occupancy Inspections:** The Fire Marshal shall conduct inspections of existing occupancies, facilities, structures, and fire protection systems within the Town of Yacolt as necessary to ensure compliance with the International Fire Code, as adopted by State law and County ordinance, or as adopted by Town ordinance. Such inspections may include, but are not limited to:

- 1.1.1. Periodic life-safety inspections of existing occupancies, particularly those involving assembly, education, institutional uses, hazardous materials, or other high-risk activities;
- 1.1.2. Inspections associated with the issuance of operational permits; and,
- 1.1.3. Inspections specifically requested by the Town, a business owner, or a building owner.

The frequency of inspections shall be determined by the Fire Marshal upon its assessment of risk, code requirements, and resource availability, unless otherwise directed by the Town. All inspection reports and notices of violation shall be shared with the Town.

1.2. **Fire Cause Determination:** The Fire Marshal shall investigate to determine the origin and cause of fires occurring within the Town when requested by the Town or its designee fire chief within the constraints of the Fire Marshal’s resources.

1.3. **Incendiary Fire Investigation:** The Fire Marshal shall investigate or assist in the investigation of incendiary fires when requested by appropriate law enforcement personnel or the Town’s designee fire chief, and in coordination with the County Prosecutor for possible violations of the law.

1.4. **Fire Origin and Cause Investigations:** The Fire Marshal shall, within the constraints of the Fire Marshal’s resources, respond to fire incidents within the Town as requested by the

Town or the Town's designee fire chief to determine the origin, cause, and circumstances of fires.

- 1.5. **Hazard Abatement:** The Fire Marshal shall provide inspection services and necessary technical support to abate identified fire hazards as requested by the Town or the Town's designee fire chief.
- 1.6. **Burn Permit Review:** At the Town's request, the County will review and act on applications for outdoor burning permits within the Town limits, consistent with applicable law (including the International Fire Code), local air quality regulations, and any Town-adopted codes and restrictions.
- 1.7. **Fireworks Retail Sales & Public Display Permits:** When agreed on a case-by-case basis by the Parties to this Agreement, the Fire Marshal will provide permit review and inspections relating to the sale and discharge of fireworks in the Town pursuant to RCW 70.77, applicable WAC rules, the IFC (Chapter 56), and the Town Code.
- 1.8. **Review of Land Use and Building Department Permit Applications:** The Fire Marshal shall review land use, building permit, and fire protection system applications when requested by the Town for compliance with applicable fire and life safety codes, including the International Fire Code.
 - 1.8.1. Special Fire Code Reviews and Approvals: The Fire Marshal shall review and approve specialized fire protection systems including, without limitation, fire pumps and private hydrant systems, automatic sprinkler systems (including revisions and adequacy checks), standpipe systems, commercial cooking protection and other extinguishing systems, smoke removal systems, zoned and addressable fire alarm systems, fire access gates and emergency access features, via the review of permit applications.
 - 1.8.2. Building Permit Application Review: The review of new construction and other building permit applications may include, for example, new building permit applications referred by the Town for compliance with fire and life safety codes, along with related construction inspections and acceptance testing of fire protection systems, in coordination with the Town's building department, to confirm compliance with approved plans. The Fire Marshal will provide written reports of review findings, corrections, and approvals to the Town and the applicant.
 - 1.8.3. Land Use Application Review: The review of land use and land development applications may include, for example, subdivisions, short plats, site plans, and conditional use permits, fire code compliance, including water supply, fire flow, hydrant placement, fire apparatus access roads, and street naming/numbering. The Fire Marshal will provide written reports to the Town's Planning Department regarding compliance with fire prevention, suppression, and emergency response standards. The Fire Marshal will consult with developers, architects, engineers, and Town staff to resolve compliance issues.

Exhibit A

- 1.8.4. **Inspections:** The Fire Marshal shall conduct onsite inspections to verify site conditions and ensure compliance with approved plans and applicable fire codes; provide inspection reports, letters of correction, or notices of violation as required; and conduct acceptance testing of fire alarm and suppression systems prior to occupancy approval.
- 1.8.5. **Communication and Response:** The County currently receives and processes most development applications through an online portal and permitting system. The Town understands and agrees that applicants for development permits may be required to use the County's permitting system when applying for permits or other review under this Agreement. The Town agrees to direct applicants to the County's online permitting portal or other system for requesting permit review as may be developed by the County from time to time. In those circumstances where the Town may be providing information for the Fire Marshal's review and permit, the Town agrees to use the County's online permit portal or such other County application system as directed by the County.

The Fire Marshal shall endeavor to respond to standard plan review requests within twenty (20) calendar days and to emergency conditions as soon as possible after notification.

The Fire Marshal agrees to reasonably respond to inquiries from citizens, developers, and Town officials regarding fire and life safety code requirements for development projects.

- 1.9. **Inspections:** The Fire Marshal shall conduct new construction, tenant improvement, and annual fire / life safety inspections as set forth in this Exhibit A, along with appropriate inspections of hazardous materials facilities, places of assembly, and other occupancies as required by law, together with re-inspections as needed.
- 1.10 **Installation Permits:** The Fire Marshal shall issue permits for fire protection systems, hazardous materials, and other regulated installations as it deems appropriate in compliance with applicable fire and life safety codes, including the International Fire Code.
- 1.11. **Operational Permits:** The Fire Marshal shall review and issue operational permits for regulated activities (hazardous materials, tents, open flames, special events, etc.) when requested by the Town or the Town's fire chief designee, or as required by applicable fire and life safety codes, including the International Fire Code.
- 1.12. **Code Enforcement:** The Fire Marshal shall issue notices of violation, citations, stop-work orders, abatement action, or other enforcement actions in coordinating with the Town or other appropriate law enforcement agencies for prosecution of Code violations where necessary. The Fire Marshal may report any Code violations to the Town and may cooperate with the Town in the investigation of Code violations.
- 1.13. **Posting of Unsafe Buildings:** The Fire Marshal shall post notices of violation on buildings that the Fire Marshal determines to be unsafe in compliance with applicable fire and life safety codes, including the International Fire Code.

Exhibit A

- 1.14. **Public Outreach:** The Fire Marshal shall provide fire prevention training and education programs to the public, schools, or other community groups upon request and as resources allow.
- 1.15. **Implementation of New Fire Code Regulations:** Subject to resource constraints, the Fire Marshal shall collaborate with the Town as appropriate on the implementation of new Fire Code regulations. The Fire Marshal will provide technical support to facilitate the adoption of relevant amendments to the Town's Codes and ordinances. The Town agrees to notify the Fire Marshal of any work undertaken to adopt local amendments to the Fire Code.'
- 1.16. **Compliance Litigation:** Code enforcement actions including lawsuits served upon or initiated by the Town related to enforcing or ensuring compliance with the International Fire Code and other regulations addressed in this Agreement shall be the responsibility of the Town. However, the Fire Marshal will cooperate and appear as needed (through staff where appropriate) to assist with case preparation and testimony.
- 1.17. **Business Licenses:** The Fire Marshal shall inspect buildings and facilities related to new business license applications upon request of the Town.
- 1.18. **Other Services:** The Fire Marshal shall provide such other services with the scope of services that may be provided pursuant to the legal authorities referenced in the Agreement, as may be agreed from time to time by the Parties.
2. **Excluded Services:** Services to be excluded from the scope of the Agreement include the following:
 - 2.1. **Public Fire Hydrants:** The Town's public Fire Hydrant system facilities are owned and maintained by Clark Public Utilities, (CPU). CPU retains the obligation for maintenance, repair and flow testing of all Town fire hydrants. The Fire Marshal and the Town agree, however, to cooperate with respect to any obligations of the Fire Marshal for the Town's public fire hydrant system.
 - 2.2. **Fire District #13:** The Town lies within Fire District #13 and receives various services from the District. Certain obligations of the Town regarding fire prevention and life safety regulation are satisfied by the Fire District. The Fire Marshal and the Town agree, however, to cooperate with respect to any obligations of the Fire Marshal for the Fire District's activities to ensure fire response, fire suppression, levels of service, and emergency medical response concerns.
 - 2.3. **Town Council Discretion:** The Fire Marshal's authority under the Agreement does not displace the Town as the final authority on the interpretation and implementation of the Town's Code, Ordinances, Resolutions and internal procedures with respect to the subject matter of this Agreement, including the review of land use and building permit applications or the decision to enforce the Town's Codes in individual circumstances.
3. **Changes to the Scope of Fire Marshal Services:** Changes to the Scope of Fire Marshal Services are anticipated by the Parties over time and shall be allowed in many cases without formal amendment to this Agreement. Examples of situations where minor changes to the scope of

Exhibit A

services permitted under this Agreement may change informally include, without limitation, the following circumstances:

- 3.1. **Changes in Legal Authorities:** By amendment of legal authorities that describe the Fire Marshal's authority and services. Changes, amendments, or recodifications of Yacolt, County, State or International Codes and regulations referenced in the Agreement and in this Exhibit A are effective and enforceable under the Agreement so long as such changes, amendments or recodifications are consistent with the overall purpose and spirit of the Agreement. By way of example, the adoption of new rules in a future version of the International Fire Code that is adopted as part of the State of Washington Building Code (RCW 19.27) shall form the basis of a permissible change to the Scope of Fire Marshal Services under this Agreement;
 - 3.2. **Agreement of the Parties' Administrators:** By agreement of the Administrators of the Agreement as they may see fit from time to time during the term of the Agreement. Such agreements shall be reflected in a writing that is shared with both Parties at the time; and,
 - 3.3. **Changes to Clark County Code:** By unilateral change by the County to its scope of Fire Marshal services as described in the Clark County Code 15.12, and to its approved rate schedule for standard fees under Table 6.120.040 of the Clark County Code.
4. **Precedence of Decisions:** In terms of the order of precedence of 'informal' changes to the scope of Fire Marshal Services, the agreement of the Parties through their Administrators takes precedence over any unilateral change proposed by a single Party. The decision of either Party's Council takes precedence over a decision of the Agreement's Administrators. The amendment of relevant preemptive State and International Codes takes precedence over an agreement of the Parties.

Exhibit A



Town of Yacolt

Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

Address: PO Box 160/202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Resolution #637 re: Real Estate Purchase Final Approval

Proposed Meeting Date: November 10, 2025

Action Requested of Council: Approve Resolution #637, which gives authorization for the Mayor and Clerk to finalize the Town's Real Estate Purchase.

Proposed Motion: "I move that the Town approves Resolution # 637, authorizing the Mayor and Clerk to complete the purchase of Parcel #64792000."

Summary/Background: The Town negotiated a price to purchase the property adjacent to the west side of Town Hall (Tax parcel #64792000), at \$110,000.00 plus closing costs estimated at around \$4,000.00. Attorney Brian Gerst drafted a Purchase and Sale Agreement and arranged for Title Search and Insurance and an Appraisal. All contingencies have been satisfied, and the closing date is scheduled for Wednesday, Nov. 12, 2025.

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

Mayor Ian Shealy
mayor@townofyacolt.com
(360) 686-3922

Resolution #637

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON,
AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND THE EXECUTION OF
NECESSARY CLOSING DOCUMENTS, (TAX PARCEL NO. 64792000)**

Whereas, on December 21, 2020, the Town of Yacolt, (hereafter the “Town” or “Yacolt”), adopted Ordinance #584 which set aside monies in its General Reserve Fund for the purchase and related costs of acquiring real estate;

Whereas, the Town is authorized to purchase real property for municipal purposes pursuant to RCW 35.27.370(2);

Whereas, the septic tank which serves Yacolt’s Town Hall building at 202 W. Cushman Street is located on the adjacent vacant lot West of Town Hall, identified by its Tax Parcel #64792000; its abbreviated legal description of YACOLT LOT 12 & #2 LOT 11 .17A; and the following legal description:

Parcel I: The East 45 feet of Lot 12, Yacolt, according to the plat thereof, recorded in Volume “A” of Plats, page 087, records of Clark County, Washington.

Parcel II: The East 5 feet of Lot 11, and the West 5 feet of Lot 12, Yacolt, according to the plat thereof, recorded in Volume “A” of Plats, page 087, records of Clark County, Washington.

(hereafter referred to as the “Property”);

Whereas, at its September 18, 2025 Special Meeting, the Town Council authorized the Mayor to execute a Purchase and Sale Agreement on the Property with a Purchase Price of \$110,000.00 and with the Town to cover closing costs of up to approximately \$4000.00;

Whereas, an independent Appraisal performed on the Property determined that the Property’s value was at least that of the purchase price;

Whereas, the Town has reviewed the condition of title to the Property and performed other due diligence with respect to the purchase of the Property;

Whereas, the closing date described in the Purchase and Sale Agreement was extended to November 12, 2025;

Whereas, the Town’s 2025 Budget includes an appropriation from its General Reserve Fund which is adequate to purchase the Property;

Whereas, the Town Council finds that acquiring the Property will serves a valid municipal and public purpose and is in the best interests of the Town; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 10th day of November, 2025, and all members of the Town Council have had notice of the time, place, and purpose of said regular meeting pursuant to the Open Public Meetings Act, RCW 42.30:

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

Section 1 – 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.

Section 2 –Authorization: The Town Council hereby approves the purchase of the Property under the terms of the Purchase and Sale Agreement. The Mayor of the Town of Yacolt is authorized and directed to execute all documents necessary to close the purchase of the Property on terms described in or substantially similar to the Purchase and Sale Agreement and escrow instructions. The Town Clerk is authorized to attest the Mayor’s signature, accept the deed on behalf of the Town, and to cause the Deed to be recorded. Closing shall occur on or before November 12, 2025, or on such later date as the Mayor deems necessary to effectuate the acquisition, provided no material change to price or terms occurs.

Section 3 – Payment: The Town Clerk is authorized to issue payment in accordance with the final settlement statement in the amount of \$110,000.00 for the purchase price plus customary closing costs not to exceed \$4,600.00, payable to the closing agent.

Section 4 – 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 5 – Effective Date: 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 10th day of November, 2025.

TOWN OF YACOLT

Ian C. Shealy, 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 #637 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND THE EXECUTION OF NECESSARY CLOSING DOCUMENTS, (TAX PARCEL NO. 64792000)" as approved according to law by the Town Council on the date therein mentioned.

Attest:

Stephanie Fields, Town Clerk

Published: _____
Effective Date: November 10, 2025
Resolution Number: 637

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File No./Escrow No.: CL28140

Print Date & Time: 11/03/25 03:46 PM

Officer/Escrow Officer: Cheryl Monahan

Settlement Location:

Clark County Title Company

1400 Washington Street, Ste. 100

Vancouver, WA 98660

Clark County Title Company

ALTA Universal ID: 1139060

1400 Washington Street, Ste. 100

Vancouver, WA 98660

**Property Address:**

PORTION OF LOTS 11 & 12

OF YACOLT A/87

204 W Cushman Street

Yacolt, WA 98675

Borrower/Buyer:

Town of Yacolt

PO Box 160

Yacolt, WA 98675

Seller:

Murray & Sons

Construction, LLC

PO Box 595

Yacolt, WA 98675

Settlement Date:

11/12/2025

Disbursement Date:

11/12/2025

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sale Price of Property	\$110,000.00	
Prorations/Adjustments		
County Property Taxes from 11/12/2025 to 12/31/2025	\$41.74	
Title Charges & Escrow / Settlement Charges		
Title - Owner's Title Insurance \$650.62 to Clark County Title Company	\$650.62	
Title-Work Charge for Indemnification to Clark County Title Company	\$272.00	
Government Recording and Transfer Charges		
Additional Transfer Tax - Technology Fee to Clark County Treasurer	\$5.00	
Recording Fee (Deed) to Clark County Title Company	\$305.50	
Transfer Tax to Clark County Treasurer	\$1,485.00	
Miscellaneous		
Full Escrow Fee to Clark County Title Company	\$1,632.00	

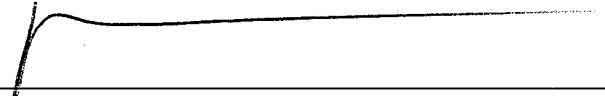
Description	Borrower/Buyer	
	Debit	Credit
	Borrower/Buyer	
	Debit	Credit
Subtotals	\$114,391.86	
Due From Borrower		\$114,391.86
Totals	\$114,391.86	\$114,391.86

Acknowledgment

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Clark County Title Company to cause the funds to be disbursed in accordance with this statement.

Town of Yacolt

By Ian Shealy , Mayor



Cheryl Monahan

11/3/25
Date



DISCLOSURE NOTICE

November 3, 2025

Escrow No. CL28140

Clark County Title Company has been requested to act as the closing agent in the above referenced transaction. Your Closing Officer is **Cheryl Monahan**

The documents for this transaction have been or will be prepared by the LIMITED PRACTICE OFFICER whose signature appears below. The Limited Practice Officer has been admitted by the Washington State Supreme Court to the limited practice of law under a rule identified as "APR-12". Under this rule the Limited Practice Officer may select, prepare and complete documents in a form previously approved by the Washington State Supreme Court through the Limited Practice Board, HOWEVER,;

1. The Limited Practice Officer is not acting as the advocate or representative of either (or any) of the parties;
2. The documents prepared by the Limited Practice Officer will affect the legal rights of the parties;
3. The parties' interests in the documents may differ;
4. The parties have a right to be represented by lawyers of their own selection, and;
5. The Limited Practice Officer cannot give legal advice as to the manner in which the documents affect the parties.

IF YOU WISH TO HAVE YOUR DOCUMENTS AND INSTRUMENTS PREPARED BY AN ATTORNEY OF YOUR CHOICE, PLEASE NOTIFY THE CLOSING OFFICER IMMEDIATELY.

All of the documents which have been, or will be prepared in connection with this escrow will be available for review by each party or their lawyers prior to their execution. To review documents, please contact the Closing Officer.

IF YOU DO NOT UNDERSTAND THIS TRANSACTION, PLEASE SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. THE LIMITED PRACTICE OFFICER CAN NOT GIVE YOU LEGAL ADVICE.

Clark County Title Company

BY: _____

CHERYL IRENE MONAHAN, LPO #10439

THE DOCUMENTS TO BE PREPARED IN THIS TRANSACTION ARE AS FOLLOWS:

- ☒ Statutory Warranty Deed
- ☒ Excise Tax Affidavit

I/we have been afforded adequate time to read and understand the above disclosure, as evidenced by my/our signature below, I/we acknowledge receipt of a copy of the above notice.

Town of Yacolt

Murray & Sons Construction, LLC

By Ian Shealy, Mayor

By Kenneth Murray, /Member/Manager

When recorded return to:

Town of Yacolt
PO Box 160
Yacolt, WA 98675

READ AND APPROVED BY:

STATUTORY WARRANTY DEED

CL28140

The Grantor, **Kenneth A. Murray, the only Member or Manager of Murray & Sons Construction, LLC, a dissolved Oregon Limited Liability Company, who acquired title as a Washington Limited Liability Company**

for and in consideration of **Ten Dollars and other valuable consideration**

in hand paid, conveys, and warrants to **Town of Yacolt, a Municipal Corporation**

the following described real estate, situated in the County of Clark, State of Washington:

TRACT 1

THE EAST 45 FEET OF LOT 12 OF YACOLT, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS, PAGE 87, RECORDS OF CLARK COUNTY, WASHINGTON.

TRACT 2

THE EAST 5 FEET OF LOT 11 AND THE WEST 5 FEET OF LOT 12 OF YACOLT, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS, PAGE 87, RECORDS OF CLARK COUNTY, WASHINGTON.

Abbreviated Legal: **PORTION OF LOTS 11 & 12 OF YACOLT A/87**

Tax Parcel Numbers(s): **064792-000**

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreement of record, if any.

Dated: November _____, 2025



ESCROW NO. CL28140

PURCHASERS: Town of Yacolt

SELLERS: Murray & Sons Construction, LLC

**Supplement to
CLOSING AGREEMENT AND ESCROW INSTRUCTIONS
For Purchase and Sale Transaction
Including Instructions to Record Documents and Disburse Funds**

This is a part of the Closing Agreement and Escrow Instructions signed by the parties under the Closing Agent's escrow file number set forth above. Except as expressly modified, changed or amended by this supplement, all terms and conditions of the Closing Agreement and Escrow Instructions, and any previous supplements, additions or amendments thereto, shall remain in effect.

THE SELLER HAS APPROVED, SIGNED AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE CLOSING AGENT UNDER THESE INSTRUCTIONS :

- ☒ Statutory Warranty Deed
- ☒ Real Estate Excise Tax Affidavit

THE BUYER HAS APPROVED, SIGNED AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE CLOSING AGENT UNDER THESE INSTRUCTIONS :

- ☒ Statutory Warranty Deed - Reviewed and Approved
- ☒ Real Estate Excise Tax Affidavit

BY SIGNING THIS DOCUMENT, EACH PARTY ACKNOWLEDGES:

Conditions of Parties' Agreement Satisfied. All terms and conditions of the parties ' agreement have been met to my satisfaction, or will be met, satisfied or complied with outside of escrow.

Title Report Approved. The preliminary commitment for Title Insurance, including the legal description of the property and all attachments, supplements and endorsements to that report, issued by **Clark County Title Company** under order number **CL28140**, are approved by me and made a part of these instructions by this reference.

Settlement Statement, Approved. The settlement statement prepared by the closing agent is approved by me and made a part of these instructions by this reference. I agree to pay my costs, expenses and other obligations itemized on that statement. I understand that any estimated amounts will be adjusted to reflect the exact amounts required when the funds are disbursed, that the settlement statement continues to be subject to audit at any time, and if any monetary error is found, the amount will be paid by the party liable for such payment to the party entitled to receive it.

BY SIGNING THIS DOCUMENT, THE BUYER FURTHER ACKNOWLEDGES:

Property Approved. I have had adequate opportunity to inspect the property and determine the exact location of its boundaries. The location and physical condition of the property and any buildings, improvements, plumbing, heating, cooling, electrical or septic systems on the property are approved. I understand that all inspections and approvals of the location and physical condition of the property are my sole responsibility, and are not part of the closing agent's duties and responsibilities. I hereby release and agree to hold the closing agent harmless from any and all claims of liability for loss or damage arising or resulting from any physical condition or defect on the property, or from the location of its boundaries.

THE CLOSING AGENT IS INSTRUCTED TO PROCEED AS FOLLOWS:

Instruction to Close. The closing agent is instructed to perform its customary closing duties under these instructions, to deliver and record documents according to these instructions and to disburse the funds according to the settlement statement, adjusting estimated amounts, when the closing agent has the documents required to close the transaction in its possession and has, or will obtain when the documents have been delivered and recorded, the following:

1. Sale proceeds for the seller's account in the sum of **\$110,000.00**, to be disbursed according to the settlement statement, and;
2. Loan proceeds for the buyer's account in the sum of **\$0.00**, to be disbursed according to the settlement statement, and;
3. A policy of title insurance issued pursuant to the Preliminary Commitment for Title Insurance referred to above, insuring the buyer with ☒ **Standard** or ☐ extended coverage with liability of **\$110,000.00** having the usual clauses, provisions and stipulations customarily contained in the printed provisions and schedules of such policy forms, insuring the buyer's title to the property against all defects or encumbrances except those set forth in the printed exceptions and exclusions customarily contained in the printed provisions and schedules of such policy forms, matters attaching by, through or under the buyer, taxes not yet due, and the matters set forth in the following numbered paragraphs of Schedule B of the Preliminary Commitment for Title Insurance: **3 through 10**, and;
4. Such other policies of title insurance as may be required by any lenders that are providing financing for the transaction.

Completion or Correction of Documents. The closing agent is instructed to correct any errors found in any document deposited under these instructions, and to insert as necessary the closing date (which is agreed to be the date of recording), the date on which interest begins to accrue, and the dates on which payments must be made, if such items are incomplete.

Adjustments and Prorations. The closing agent is instructed to adjust and pro-rate real estate taxes for the current year, recurrent assessments if any, and **No Others**. All pro-rations shall be calculated as of ☒ the closing date, or ☐ _____.

EACH PARTY FURTHER ACKNOWLEDGES:

The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek independent legal counsel if I have any doubt concerning the transaction or these instructions.

Both Seller and Buyer agree that a Remote Online Notary can be used in order to close this transaction.

I have had adequate time and opportunity to read and understand these instructions and all other documents referred to in these instructions.

Town of Yacolt

Murray & Sons Construction, LLC

By Ian Shealy, Mayor

By Kenneth Murray, Member/Manager

BEWARE!



1400 Washington Street, Ste. 100, Vancouver, WA 98660

Phone: 360-694-4722

WIRE FRAUD ALERT

Client Wire Safety Notice

Wire fraud is a serious and growing threat in real estate transactions. Criminals are targeting buyers, sellers, lenders and real estate professionals by intercepting or impersonating email communications. Their goal is to trick you into sending your funds to a fraudulent account. Once the money is sent, it is often impossible to recover.

How Wire Fraud Happens

1. Criminals gain access to a participant's email account, often through phishing, weak passwords, or lack of multi-factor authentication (MFA).
2. They monitor the account for transaction details, including closing dates and wire instructions.
3. At the right moment, they send fake wire instructions that look legitimate, often copying real names, formatting, and signatures.
4. The victim sends the funds to the criminal's account, believing the instructions are genuine.

How to Protect Yourself

Follow these steps to reduce your risk of becoming a victim of wire fraud:

- Enable Multi-Factor Authentication (MFA) on your email account before the transaction begins.
- Call your escrow officer and escrow assistant using a trusted phone number to verify all wire instructions before sending any money. And then call us AGAIN and verify AGAIN!
- Never trust last-minute changes to wire instructions — verify by phone immediately.

- Do not click on links or open attachments from unknown or suspicious emails.
- Use a secure, password-protected Wi-Fi connection, not public Wi-Fi, when accessing email related to your transaction.
- Consider using a separate email address for the transaction.
- Do not rely solely on email for wire instructions — confirm verbally with your our Escrow Department. Ask for 2 known people to confirm.
- Be cautious if an email creates a sense of urgency or requests secrecy.
- Keep your computer and mobile devices updated with the latest security patches and antivirus software.
- As long as it is not a same day signing and funding, feel free to submit funds via cashier's check drawn on a Washington State Bank.
- Make sure to independently verify our phone number before calling. Phone numbers can be verified on Google or other web browsers.

Our Commitment to You

We take your security seriously. Our company uses secure communication methods and will always provide you with verified contact information. If you ever have doubts or questions about a communication, please call us immediately using the phone number provided at the beginning of your transaction — not a number from a suspicious email. And call us AGAIN and AGAIN until you are comfortable.

Acknowledgment

By signing below, you acknowledge that you have received and understand this notice about wire fraud risks and prevention measures. You agree to follow the verification procedures outlined above.

Town of Yacolt

Murray & Sons Construction, LLC

By Ian Shealy, Mayor

By Kenneth Murray, Member/Manager



Form 84 0001a

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after April 1, 2025
This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.
This form is your receipt when stamped by cashier. Please type or print.

Check box if partial sale, indicate % _____ sold
List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Kenneth A. Murray, the only Member or Manager of Murray & Sons Construction, LLC, a dissolved Oregon Limited Liability Company, who acquired title as a Washington Limited Liability Company

Mailing address PO Box 595

City/state/zip Yacolt, WA 98675

Phone (including area code) 503-329- 5357

2 Buyer/Grantee

Name Town of Yacolt, a Municipal Corporation

Mailing address PO Box 160

City/state/zip Yacolt, WA 98675

Phone (including area code) 360-686-3922

3 Send all property tax correspondence to: ☐ Same as Buyer/Grantee

Name Town of Yacolt

Mailing address PO Box 160

City/state/zip Yacolt, WA 98675

List all real and personal property tax
parcel account numbers
064792-000

Personal
property?
☐
☐
☐

Assessed
values
\$32,498.00

4 Street address of property: 204 W Cushman Street, Yacolt, WA 98675 Tax Area Code: _____

This property is located in Yacolt (for unincorporated locations please select your county)

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See attached Exhibit "A"

5 Select Land Use Code(s): 91

Enter any additional codes _____

(See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)?

☐ Yes ☒ No

Is this property predominantly used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications,complete the predominate use calculator (see instructions)

☐ Yes ☒ No

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, enter exemption code reason for exemption. *See dor.wa.gov/REET for exemption codes*

Exemption No. (sec/sub) _____

Reason for exemption _____

6 Is this property designated as forest land per RCW 84.33?

☐ Yes ☒ No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34?

☐ Yes ☒ No

Is this property receiving special valuation as historical property per RCW 84.26?

☐ Yes ☒ No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: ☐ does ☐ does not qualify for continuance

Deputy assessor signature _____

Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____

Signature _____

Print Name _____

Print Name _____

Type of Document

Statutory Warranty Deed

Date of Document

November , 2025

Gross selling price \$110,000.00

*Personal property (deduct) _____

Exemption claimed (deduct) _____

Taxable selling price \$110,000.00

Excise tax: state

Less than \$525,000.01 at 1.1% \$1,210.00

From \$525,000.01 to \$1,525,000 at 1.28% \$0.00

From \$1,525,000.01 to \$3,025,000 at 2.75% \$0.00

Above \$3,025,000 at 3% \$0.00

Agricultural and timberland at 1.28% \$0.00

Total excise tax: state \$1,210.00

Local \$275.00

*Delinquent interest: state \$0.00

Local _____

*Delinquent penalty _____

Subtotal \$1,485.00

*State technology fee \$5.00

Affidavit processing fee _____

Total due \$1,490.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX

*SEE INSTRUCTIONS

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

8

Signature of Grantor or Agent _____

Signature of Grantee or Agent _____

Name (print)

Kenneth A. Murray, Member/Manager

Name (print)

Ian Shealy, Mayor

Date & city of signing: November , 2025; Vancouver, WA

Date & city of signing: November , 2025; Yacolt, WA

Perjury in the second degree is a class C felony which is punishable by confinement in the state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

EXHIBIT "A"

TRACT 1

THE EAST 45 FEET OF LOT 12 OF YACOLT, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS, PAGE 87, RECORDS OF CLARK COUNTY, WASHINGTON.

TRACT 2

THE EAST 5 FEET OF LOT 11 AND THE WEST 5 FEET OF LOT 12 OF YACOLT, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS, PAGE 87, RECORDS OF CLARK COUNTY, WASHINGTON.

Situated in the County of **Clark**, State of **Washington**.

End of Exhibit "A"



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPT. 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

Email Address: clerk@townofyacolt.com
Alt. Phone:

ITEM INFORMATION:

Item Title: Nuisance Code Enforcement Update. (YMC 8.05)

Proposed Meeting Date: November 10, 2025.

Action Requested of Council: Review Memo and attachments. Update for discussion only.

Proposed Motion: None.

Summary/ Background: The Town has expressed a desire to update its existing nuisance code such that it serves as a greater deterrent and provides for stricter enforcement, recovery of actual costs incurred by the town and recovery of attorney fees. Attorney Gerst has prepared a memorandum with exhibits that analyze Yacolt's existing code provisions, highlights some of the limitations and guardrails the town must consider and attempts to suggest ideas for how the town can accomplish its goals.

Attachments: Memorandum, YMC 8.05 (Ex. A), Handling a Suspected Nuisance Under YMC 8.05 (Ex. B) and Remedies Available

Staff Contact(s): Mayor Ian Shealy, Mayor.
Stephanie Fields, Town Clerk.
Brian K. Gerst, Town Attorney.

Town of Yacolt, WA
Friday, October 31, 2025

Title 8. Health and Safety

Chapter 8.05. NUISANCES

[1] Prior legislation: Ords. 15, 48, 61, 301 and 322.

§ 8.05.010. Purpose.

The purpose of this chapter is to establish an efficient system to enforce the development, land use, and public health regulations of the town, to provide an opportunity for a prompt hearing and decision on alleged violations of these regulations, and to establish penalties for violations, including abatement of any affected properties.

(Ord. 390 § 1, 1999)

§ 8.05.020. Declaration of nuisance.

All violations of development, land use, and public health ordinances are found and declared to be detrimental to the public health, safety, and welfare and further found and declared to be nuisances. Nuisances create public harm. Prevention and correction of nuisances are necessary to prevent public harm.

(Ord. 390 § 2, 1999)

§ 8.05.030. Definitions.

As used in this chapter, unless a different meaning is plainly required:

"Abate"

means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a civil violation by such means, in such a manner, and to such an extent as the applicable town official determines is necessary in the interest of the general health, safety, and welfare of the community.

"Act"

means doing or performing something.

"Applicable town official"

means the town public works director or his designee, including any department director or other designee, empowered by ordinance or by the mayor to enforce a town ordinance or regulation.

"Civil violation"

means a violation for which a monetary penalty may be imposed as specified in this chapter. Each day in which a violation occurs or exists is a separate violation.

"Development"

means the erection, alteration, enlargement, demolition, maintenance, or use of any structure or the alteration or use of land above, at or below ground, or water level, and all acts authorized by a town regulation.

"Emergency"

means a situation, which in the opinion of the applicable town official requires immediate action to prevent or eliminate an immediate threat to the health or safety of persons or property.

"Nuisance"

(also referred to herein as "violation" or "nuisance violation") means:

1. A violation of any town of Yacolt development, land use, or public health ordinance;
2. Doing an act, omitting to perform any act or duty, or permitting or allowing any act or omission which annoys, injures, or endangers the comfort, repose, health, or safety of others, is unreasonably offensive to the senses, or which obstructs or interferes with the free use of property so as to interfere with or disrupt the use of that property by any lawful owner or occupant; or
3. The existence, without limitation, of any of the following conditions:
 - a. **Trash Covered Premises.** Any premises containing trash or abandoned materials, except that kept in garbage cans or containers maintained for regular collection;
 - b. **Dangerous Structures.** Any dangerous, decaying, unkempt, falling, or damaged dwelling, fence, or other structure;
 - c. **Potential Vermin Habitat or Fire Hazard.** Any accumulation of material on a property including, but not limited to, animal matter, ashes, bottles, boxes, broken stone, building materials which are not properly stored or neatly piled, cans, cement, crates, empty barrels, dead animals or animal waste, glass, litter, mattresses or bedding, old appliances or equipment or any parts thereof, furniture, iron or other scrap metal, packing cases, packing material, plaster, plastic, rags, wire, yard waste or debris, or other objects which endanger property or public safety, or constitute a fire hazard or vermin habitat; provided, that nothing herein shall prevent the temporary (less than 45 days) retention of waste in covered receptacles of a nondisposable, durable nature;
 - d. **Junk Vehicles.** Any wrecked, inoperable, abandoned, or disassembled trailer, house trailer, boat, tractor, automobile or other vehicle, or any parts thereof. A junk vehicle includes apparently inoperable, immobile, disassembled, or extensively damaged vehicles. Evidence of inoperability and damage includes, but is not limited to, a buildup of debris that obstructs use, a broken window or windshield, a missing wheel, a flat tire, a nonfunctional motor or transmission, missing bumpers, or missing license plates; however, nothing herein shall prevent the keeping or storage of any vehicle on private property which is screened from view except that the on-site sewage area and the reserve area must be protected from compaction by vehicular traffic;
 - e. **Attractive Nuisances.** Any attractive nuisance which may prove detrimental to children whether in or on a building, on the premises of a building, or upon an unoccupied lot, which is left in any place exposed or accessible to children. This includes unused or abandoned refrigerators, freezers, or other large appliances or equipment or any parts thereof, abandoned motor vehicles, any structurally unsound or unsafe fence or edifice; any unsecured or abandoned

excavation, pit, well, cistern, storage tank, or shaft; and any lumber, trash, debris, or vegetation which may prove a hazard for children;

- f. **Obstructions to the Public Right-of-Way.** Use of property abutting a public street or sidewalk or use of a public street or sidewalk which causes any obstruction to traffic or to open access to the streets or sidewalks; provided, that this subsection shall not apply to events, parades, or the use of the streets or public rights-of-way when authorized by the town. This section includes the existence of drainage onto or over any sidewalk, street, or public right-of-way, and the existence of any debris or plant growth on sidewalks adjacent to any property;
- g. **Vegetation.** Any noxious or toxic weed or uncultivated plant, weeds, or tall grass which may be a fire hazard, or any tree which is in danger of falling and creates a substantial risk of damage or injury;
- h. **Illegal Dumping.** Dumping of any type by any person on public or private property not registered as a legal dump site; and
- i. **Dumping in Waterways.** Dumping, depositing, placing or leaving of any garbage, ashes, debris, gravel, earth, rock, stone, or other material upon the banks, channels, beds or bars of any navigable water, or the felling of any tree or trees, so that the same shall in whole or in part project within the high water bank of any navigable watercourse, or the casting, placing, depositing or leaving of any logs, roots, snags, stumps or brush upon the banks or in the bed or channel of any navigable watercourse.

"Omission"

means a failure to act.

"Person"

means any individual, firm, association, partnership, corporation, or any entity, public or private.

"Person responsible for the violation"

means any person who has an interest in or resides on the property, whether as owner, tenant, occupant, or otherwise.

"Property owner"

means that person or persons who is the legal owner according to the records of Clark County, Washington, of the real property upon or within which the violation has occurred or is occurring.

"Repeat violation"

means a violation of the same regulation in any location by the same person, for which voluntary compliance previously has been sought or a notice of civil violation has been issued, within the immediately preceding 12-consecutive-month period.

(Ord. 390 § 3, 1999)

§ 8.05.040. Voluntary correction.

- A. **Applicability.** This section applies whenever the applicable town official determines that a nuisance has occurred or is occurring.
- B. **General.** The applicable town official shall attempt to secure voluntary correction by contacting the person responsible for the nuisance, as provided below, and explaining the violation and requesting

Exhibit "A"
Page 3 of 9

correction.

1. Contact shall occur either:
 - a. In person or by telephone; or
 - b. By certified or registered mail, return receipt requested, and by first class mail.
2. The applicable town official shall keep a record of his/her attempts to contact the person responsible for the violation.
3. The applicable town official shall not be required to make more than five attempts in a 10-calendar-day period to contact the person responsible for the violation before issuing a notice of civil violation under YMC § 8.05.050.

C. Issuance of Voluntary Correction Agreement. A voluntary correction agreement may be entered into between the person responsible for the violation and the town acting through the applicable town official.

1. Content. The voluntary correction agreement is a contract between the town and the person responsible for the violation under which such person agrees to abate the violation within a specified time and according to the specified conditions. The voluntary correction agreement shall include the following:
 - a. The name and address of the person responsible for the violation and the name and address of the property owner; and
 - b. The street address or other description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and
 - c. A description of the violation and a reference to the regulation which has been violated; and
 - d. The necessary corrective action to be taken, and a date or time by which correction must be completed; and
 - e. An agreement by the person responsible for the violation that the town may inspect the premises as may be necessary to determine compliance with the voluntary correction agreement; and
 - f. An agreement by the person responsible for the violation that the town may abate the violation and recover its costs and expenses (including attorney fees, expert witness fees, and court costs) and/or a monetary penalty pursuant to this chapter from the person responsible for the violation if the terms of the voluntary correction agreement are not satisfied; and
 - g. An agreement that by entering into the voluntary correction agreement, the person responsible for the violation waives the right to a hearing before the hearing examiner under this chapter, regarding the matter of the violation and/or the required corrective action.
2. Right to a Hearing Waived. Upon entering into a voluntary correction agreement, the person responsible for the violation shall have no right to a hearing before the hearing examiner under this chapter, regarding the matter of the violation and/or the required corrective action.
3. Extension and Modification. An extension of the time limit for correction or a modification of the required corrective action may be granted by the applicable town official if the person responsible for the violation has shown due diligence and/or substantial progress in correcting the violation, but unforeseen circumstances delay correction under the original conditions.

4. **Abatement by the Town.** The town may abate the violation in accordance with this chapter if the terms of the voluntary correction agreement are not met.
5. **Collection of Costs.** If the terms of the voluntary correction agreement are not met the person responsible for the violation shall be assessed a monetary penalty commencing on the date set for correction and thereafter, in accordance with YMC § 8.05.050, plus all costs and expenses of abatement, as set forth in YMC § 8.05.060.
6. **Notice to Property Owner.** A copy of the voluntary correction agreement shall be mailed by certified mail, return receipt requested, to the property owner if he/she is not the person responsible for the violation or is not a resident of the property.
7. **Interpretation by Town Council.** Any disputes between the person responsible for the violation and the applicable town official about the interpretation of the voluntary correction agreement shall be presented to the town council at a regularly scheduled town council meeting and resolved by the town council. The person responsible for the violation agrees to be bound by the determination of town council.

(Ord. 390 § 4, 1999)

§ 8.05.050. Notice of civil violation.

A. Issuance.

1. When the applicable town official determines that a violation has occurred or is occurring, and is unable to secure voluntary correction, pursuant to YMC § 8.05.040, the applicable town official may issue a notice of civil violation to the person responsible for the violation and the property owner.
2. The applicable town official may issue a notice of civil violation without having attempted to secure voluntary correction as provided in YMC § 8.05.040 under the following circumstances:
 - a. When an emergency exists; or
 - b. When a repeat violation occurs; or
 - c. When the violation creates a situation or condition which cannot be corrected; or
 - d. When the person responsible for the violation and the property owner knows or reasonably should have known that the action is in violation of a town ordinance; or
 - e. The person responsible for the violation and the property owner cannot be contacted, as provided in YMC § 8.05.040, or refuses to communicate or cooperate with the town in correcting the violation.

B. Content. The notice of civil violation shall include the following:

1. The name and address of the person responsible for the violation and the name and address of the property owner; and
2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and
3. A description of the violation and a reference to the provision(s) of the town ordinance which has been violated; and

4. The required corrective action and a date and time by which the correction must be completed after which the town may abate the unlawful condition in accordance with YMC § 8.05.070; and
 5. The date, time and location of an appeal hearing before the hearing examiner which will be at least 30 calendar days but no more than 60 calendar days from the date the notice of civil violation is issued, unless such date is continued by the hearing examiner for good cause shown; and
 6. A statement indicating that the hearing will be canceled and no monetary penalty will be assessed, other than the court filing fee, if the applicable town official approves the completed, required corrective action prior to the hearing; and
 7. A statement that the costs and expenses of abatement incurred by the town pursuant to YMC § 8.05.070, and a monetary penalty in an amount per day for each violation as specified in this section, may be assessed against the person(s) to whom the notice of civil violation is directed as specified and ordered by the hearing examiner; and
 8. A statement that the costs of removing any trees, plants, shrubs, grasses, weeds, or vegetation shall become a charge against the owner of the property and the person responsible for the violation and a lien against the property pursuant to RCW 35.21.310 as currently enacted or hereafter amended; and
 9. A statement that the property owner and the person responsible for violation could be held jointly and severally liable for any costs and expenses and any monetary penalty.
- C. **Service of Notice.** The applicable town official shall serve the notice of civil violation upon the person responsible for the violation and the property owner, either personally or by mailing a copy of the notice of civil violation by certified or registered mail, return receipt requested, to such person at their last known address. If the person responsible for the violation and/or the property owner cannot be personally served within Clark County and if an address for mailed service cannot be ascertained, notice shall be served by posting a copy of the notice of civil violation conspicuously on the affected property or structure and by publishing the notice one time in a newspaper which publishes legal notice in Clark County, Washington. If the property owner is the same person as the person responsible for the violation, only one copy of the notice need be given. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made, and, if by posting, the facts showing the attempts to serve the person(s) personally or by mail.
- D. **Extension.** Extensions of the time specified in the notice of civil violation for correction of the violation may be granted at the discretion of the applicable town official or by order of the hearing examiner.
- E. **Monetary Penalty.** The monetary penalty for each violation per day or portion thereof shall be \$25.00.
- F. **Continued Duty to Correct.** Payment of a monetary penalty pursuant to this chapter does not relieve the person(s) to whom the notice of civil violation was issued of the duty to correct the violation.
- G. **Collection of Monetary Penalty.**
1. The monetary penalty constitutes a personal obligation of the person(s) to whom the notice of civil violation is directed. Any monetary penalty assessed must be paid to the town within 10 calendar days from the date of mailing of the hearing examiner's decision or a notice from the town that penalties are due.
 2. The town attorney is authorized to take appropriate action to collect the monetary penalty.

(Ord. 390 § 5, 1999)

§ 8.05.060. Hearing before the hearing examiner.

- A. **Notice.** The person(s) to whom a notice of civil violation is issued will be scheduled to appear before the hearing examiner at least 30 calendar days but no more than 60 calendar days from the date the notice of civil violation is issued.
- B. **Hearing Examiner.** One or more hearing examiners shall be appointed by the town council to hear cases brought under this chapter. The hearing examiner may be a town employee but shall not be an employee of the public works department or the town attorney's office.
- C. **Prior Correction of Violation.** Except in the case of a repeat violation or a violation which creates a situation or condition which cannot be corrected, the hearing will be canceled and no monetary penalty will be assessed if the applicable town official approves the completed required corrective action at least 48 hours prior to the scheduled hearing.
- D. **Procedure.** The hearing examiner shall conduct a hearing on the civil violation. The applicable town official and the person(s) to whom the notice of civil violation was directed may participate as parties in the hearing and each party may call witnesses. The town shall have the burden of proof to demonstrate by a preponderance of the evidence that a violation has occurred and that the required corrective action, if applicable, is reasonable. The determination of the applicable town official as to the need for the required corrective action shall be accorded substantial weight by the hearing examiner in determining the reasonableness of the required corrective action. Formal rules of evidence need not be followed, but all witnesses shall be sworn by the hearings officer.
- E. **Decision of the Hearing Examiner.**
 - 1. The hearing examiner shall determine whether the town has established by a preponderance of the evidence that a violation has occurred and that the required correction is reasonable and shall affirm, vacate, or modify the town's decisions regarding the alleged violation and/or the required corrective action.
 - 2. The hearing examiner shall issue a written order to the person responsible for the violation and the property owner which contains the following information:
 - a. The decision regarding the alleged violation including findings of fact and conclusions based thereon in support of the decision;
 - b. The required corrective action;
 - c. The date and time by which the correction must be completed;
 - d. The monetary penalties assessed based on the criteria in YMC § 8.05.050;
 - e. The date and time after which the town may proceed with abatement of the unlawful condition if the required correction is not completed.
- F. **Assessment of Monetary Penalty.** Monetary penalties assessed by the hearing examiner shall be in accordance with the monetary penalty schedule in YMC § 8.05.050.
 - 1. The hearing examiner shall have the following options in assessing monetary penalties:

- a. Assess monetary penalties beginning on the date the notice of civil violation was issued and thereafter; or
 - b. Assess monetary penalties beginning on the correction date set by the applicable town official or an alternate correction date set by the hearing examiner and thereafter; or
 - c. Assess no monetary penalties.
2. In determining the monetary penalty assessment, the hearing examiner shall consider the following factors:
 - a. Whether the person(s) responded to attempts to contact the person and cooperated with efforts to correct the violation;
 - b. Whether the person(s) failed to appear at the hearing;
 - c. Whether the violation was a repeat violation;
 - d. Whether the person(s) showed due diligence and/or substantial progress in correcting the violation;
 - e. Whether a genuine code interpretation issue exists; and
 - f. Any other relevant factors.
 3. The hearing examiner may double the monetary penalty schedule if the violation was a repeat violation. In determining the amount of the monetary penalty for repeat violations the hearing examiner shall consider the factors set forth above.
- G. Notice of Decision. The hearing examiner shall mail a copy of the decision to the property owner and the person responsible for the violation and to the applicable town official within 10 working days of the hearing.
- H. Failure to Appear. If the person(s) to whom the notice of civil violation was issued fails to appear at the scheduled hearing, the examiner will enter an order finding that the violation occurred and assessing the appropriate monetary penalty. The town will carry out the hearing examiner's order and will seek to recover all related expenses, plus the cost of the hearing and any monetary penalty from that person(s).
- I. Appeal to Superior Court. An appeal of the decision of the hearing examiner must be filed with the superior court within 10 calendar days from the date the hearing examiner's decision was mailed to the person(s) to whom the notice of civil violation was directed, or is thereafter barred.
- (Ord. 390 § 6, 1999)

§ 8.05.070. Abatement by the town.

- A. The town may abate a condition which was caused by or continues to be a civil violation when:
1. The terms of the voluntary correction agreement have not been met; or
 2. A notice of civil violation has been issued pursuant to YMC § 8.05.040 and a hearing has been held pursuant to YMC § 8.05.060 and the required correction has not been completed by the date specified in the hearing examiner's order; or
 3. The condition is subject to summary abatement as provided for in this section.

Handling a Suspected Nuisance Under YMC 8.05

Step 1: Identification

- Someone (citizen complaint, town staff or officer) identifies a condition that may be a “nuisance” under YMC 8.05 (e.g., accumulation of trash, dilapidated building, unsafe structure).
- Check whether the condition meets the definition of a nuisance, YMC 8.05.030.
- Confirm the person/party responsible (owner, occupant, agent) and the premises/address.

Step 2: Determine whether immediate action is required

- Ask: Is this an **emergency** (imminent danger to health or safety) such that summary abatement is justified? See, YMC 8.05.070.
- If **yes**, skip to Step 5 (Emergency Enforcement-Summary Abatement).
- If **no**, proceed to Step 3.

Step 3: Voluntary Correction

- The enforcement person (“applicable town official” under YMC 8.05.030) may choose to attempt a voluntary correction rather than formal enforcement. (See, 8.05.040). Violator does not get the privilege of entering into voluntary correction agreement if any of the factors set forth in YMC 8.05.050(A)(2)(a)-(e) are present.
- Meet/Confer with responsible person, explain what act or condition constitutes the nuisance, reference code section, what corrective action must be taken, by what date.
- Draft a voluntary correction agreement, including any additional conditions (costs, monitoring, penalties for non-compliance)
- Monitor progress; if correction happens by the deadline, case closes. (No recovery of attorney fees, town costs and related efforts).
- If no correction by deadline, move to formal enforcement in Step 4.

Step 4: Formal Administrative Enforcement

- Schedule appeal hearing 30-60 days from Notice of Civil Violation
- The applicable town official issues a Notice of Civil Violation (8.05.050). The notice should include:
 - Name and address of responsible person and owner
 - Property description/address
 - Description of the violation and code citation
 - Required corrective action
 - Date/Time by which correction must be completed
 - Office address and phone of enforcement person
 - Statement that if correction not made, Town may abate and recover costs

- Statement with date, time and location of appeal hearing
- Statement that hearing will be cancelled, and no monetary penalty will be assessed if town official approves the completed, required corrective action (“48 hours”) prior to the hearing.
- Statement that costs of removing certain trees/shrubs shall become a charge against the owner and lien per RCW 35.21.310
- Statement regarding joint and several liability as between owner and the person responsible for violation
- Serve the notice personally or by certified mail (return receipt) to last known address. (Mail service becomes effective on third day after mailing, excluding Sundays/holidays)
- Conduct/Facilitate Hearing. Present evidence, decision made, opinion rendered.
- If Town prevails and if correction still not made after appeal rights have lapsed (10 days from hearing examiner’s decision), Town may abate, recover costs, assess monetary penalties and/or file Abatement Suit seeking injunctive relief, see Step 6 below.

Step 5: Emergency Enforcement / Summary Abatement

- If an imminent danger exists (to health, safety, public welfare) and responsible person cannot be contacted or refuses to act, the Town may proceed without prior notice, abate the nuisance immediately.
- After abatement, notify responsible party and owner as soon as possible. As written, YMC 8.05.070(B) limits the towns liability for summary abatement but it simultaneously prohibits the town from recovering abatement costs.

Step 6: Abatement Suit / Additional Remedies

- In addition to the above, Town may seek injunction or abatement through court under state nuisance statute (e.g., RCW 7.48 and YMC 8.05.080)
- Town may issue civil infraction citations for each day the nuisance continues up to \$25/violation/day.
- If Town abates the nuisance, costs and penalties are personal obligation and may become lien on property if the violation deals with vegetation only. (This does not apply to summary abatement as currently written)
- Work with Town counsel to initiate suit for abatement, injunction, cost recovery and attorney’s fees.

Step 7: Follow-up & Documentation

- Maintain case file: complaint/observations, photos, notices served, voluntary agreements, hearing transcripts/decisions, abatement costs.
- After correction or abatement, document closure. If costs incurred, put lien on property when authorized.
- If repeated violations by same party, consider escalated enforcement (higher penalties, suit, etc. but existing code does not address this.)

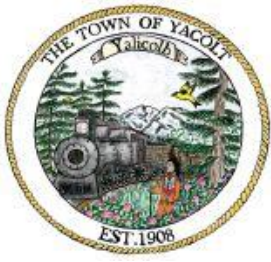
Remedies Available for Municipal Code Enforcement

1. **Voluntary Compliance / Education & Warning Notices**
 - Before pursuing punitive measures, many municipalities give property owners or ordinance-violators an opportunity to voluntarily comply or correct the violation, often via a “Notice of Violation” or similar.
 - The goal: encourage cooperation, reduce costs, avoid formal legal action.
2. **Administrative Citations / Civil Infractions**
 - Issuing an administrative citation or civil infraction (rather than a criminal prosecution) for violation of a municipal ordinance.
 - Penalties can accrue every day a violation continues.
 - Allows the municipality to impose fines without necessarily going through formal/criminal/court procedures.
3. **Criminal Prosecution (Misdemeanor / Gross Misdemeanor)**
 - For more serious or repeated violations, municipalities can pursue criminal charges (often misdemeanors) for municipal ordinance violations.
 - This remedy tends to carry higher stakes and may be used when health/safety/welfare is at risk.
4. **Injunctions / Court Orders / Equitable Relief**
 - The municipality may go to court to **enjoin** (stop) certain conduct, require corrective action, or abate a condition. For example: stop a zoning violation, force removal of a structure, etc.
 - Useful when waiting is not acceptable or when voluntary compliance fails.
5. **Summary Abatement / Direct Action by the Municipality**
 - When there’s an immediate danger (e.g., an unsafe building), the municipality may act directly to secure, abate, or remove the hazard, and then recover costs.
 - For example: boarding up a dangerous dwelling, removing an abandoned refrigerator (attractive nuisance)
6. **Cost Recovery and Special Assessments / Liens**
 - If the town acts (or forces action) to abate a violation, it may charge the responsible person/property owner for costs incurred, and may file a lien or special assessment against the property.
 - The lien may rank alongside other property taxes under state statute.
 - Also: Legal fees, staff time, administrative costs can be recovered.
7. **Denial, Suspension or Revocation of Permits / Licenses**
 - As a remedy for non-compliance, the municipality may deny a permit, suspend or revoke an existing permit or license (for businesses, land use, etc).
 - This gives leverage: permit or license subject to compliance.
8. **Civil Liability / Private Actions for Nuisance**
 - If code violations constitute a nuisance (public or private), the municipality or even private persons may bring civil actions for abatement or damages.

- Example: neighbor affected by repeated code violation may have recourse.
 - 9. **Alternative Dispute Resolution / Mediation**
 - For certain code enforcement contexts (especially nuisance-type disputes), the town may provide or require mediation or ADR before formal enforcement.
 - This can lower cost, improve compliance, reduce adversarial proceedings.
 - 10. **Multi-day/Per-day Penalties & Continuing Violation Theory**
 - Many codes allow fines per day the violation continues (each day is a separate offense) to provide incentive to correct quickly.
 - Useful for lingering or repeated infractions.
-

Practical Considerations / Tips for a Town

- **Define in your municipal code what constitutes a violation, the enforcement authority, procedures, hearing rights, appeals, and whether the remedies are exclusive or cumulative.** Many codes specify that remedies are *in addition to* other remedies.
 - **Ensure due process:** Notice, hearing rights, ability to appeal, clear criteria for action.
 - **Prioritize health, safety, welfare risks:** Summary abatement and stronger remedies make more sense where harm is imminent.
 - **Keep enforcement cost-effective:** In small towns the resources may be limited; voluntary compliance, mediation, administrative fines may be more practical than lengthy litigation.
 - **Record liens and assessments properly:** To recover costs and tie obligations to property rather than only the person.
 - **Coordinate with county, state law:** Some remedies rely on RCWs (state statutes) for authority (e.g., nuisance abatement laws).
 - **Publicize enforcement program:** Clear policies, visible action, consistent enforcement strengthen compliance.
 - **Track and escalate:** Use citations, then stronger remedies if the violation persists.
 - **Document everything:** Notices, communications, cost calculations, lien filings, hearing results — this supports enforcement and legal defensibility.
-



Town of Yacolt Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

Address: PO Box 160/202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Appointment of Representative for UCPB Board

Proposed Meeting Date: November 10, 2025

Action Requested of Council: Decide who you would like to represent the Town of Yacolt on the UCPB Board.

Proposed Motion: "I move that we appoint _____ to represent the Town of Yacolt on the UCPB Board."

Summary/Background: Councilmember Marina Viray has served as the Town's UCPB Board Representative for several years, but other obligations now necessitate that she step down from the position. At last month's Council meeting, Council wondered if this Rep must be an elected official. Clerk Fields contacted the County and learned that the UCPB Rep does not need to be an elected official, but if not, they prefer it to be a staff member or someone similarly closely connected to the Town.

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

Mayor Ian Shealy
mayor@townofyacolt.com

(360) 686-3922



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: Public Hearing #2 re: 2026 Proposed Budget

Proposed Meeting Date: November 10, 2025

Action Requested of Council: Hold a Hearing to listen to public input and discuss the 2026 Proposed Budget; suggest changes if 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. Following a Public Budget Hearing held on October 20th, the Clerk made changes recommended by the Town Council. The attached Proposed Budget is the result of all of this. The Budget does reflect a deficit amount for 2026 of \$739,160. Council was aware that the budget might show a deficit, due to numerous projects and requests, as has also been the case over the past few years. Clerk Fields researched past years' *budgeted* ending balances vs. *actual* ending balances and has attached a spreadsheet here for comparison of those differences since 2020. Although 5 out of the last 6 years' budgeted amounts showed deficits, the actual results over that same period show a net gain of over \$570,000 because the Town generally does not spend as much as it appropriates. Further refining of the Proposed Budget's numbers – especially beginning balances - will continue as more revenues and expenses occur this year. The 2026 Budget is expected to be set and adopted in December, likely at the regular Council Meeting on December 8th. A copy of the Proposed Budget with the most recent changes recommended by the Council is attached.

Staff Contact(s): Clerk Fields

clerk@townofyacolt.com
(360) 686-3922

**Town of Yacolt 2026
DRAFT Budget Proposed
10-21-2025**

Fund #	Fund Name	Estimated Beginning Fund Balance	Estimated Revenues (Including Interfund Activity)	Aggregate Total Fund Resources	Total Appropriations (Including Interfund Activity)	Estimated Ending Fund Balance
001	General Fund	\$ 902,321	\$ 2,181,290	\$ 3,083,611	\$ 2,596,950	\$ 486,661
002	General Reserve Fund	\$ 233,000	\$ -	\$ 233,000	\$ 80,000	\$ 153,000
101	Street Fund	\$ 180,740	\$ 690,000	\$ 870,740	\$ 722,700	\$ 148,040
103	Cemetery Fund	\$ 22,430	\$ 10,500	\$ 32,930	\$ 18,300	\$ 14,630
105	REET Fund	\$ 327,200	\$ 25,000	\$ 352,200	\$ 55,000	\$ 297,200
114	Park Impact Fees	\$ 125,720	\$ 11,500	\$ 137,220	\$ 28,000	\$ 109,220
115	Transportation Impact Fees	\$ 267,500	\$ 303,000	\$ 570,500	\$ 390,000	\$ 180,500
119	School Impact Fees	\$ 1,000	\$ 50,500	\$ 51,500	\$ 51,500	\$ -
403	Stormwater Fees	\$ 121,300	\$ 450,000	\$ 571,300	\$ 518,500	\$ 52,800
	Totals	\$ 2,181,211	\$ 3,721,790	\$ 5,903,001	\$ 4,460,950	\$ 1,442,051



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: Elevator Services DRAFT Request for Proposals (RFP)

Proposed Meeting Date: November 10, 2025

Action Requested of Council: Review the proposed RFP and decide if it covers everything the Town needs (or if it covers too much). Suggest changes where appropriate.

Proposed Motion: TBD

Summary/ Background: Regular inspections and testing are required by the Washington Department of Labor and Industries (L & I) for elevators. The Town does not currently have a contract with a qualified company for inspections, service and repairs on its elevator. We need to have a contract in place so that we don't get behind on L & I's requirements, and to ensure that our elevator remains in proper working condition. At the October Council meeting, the Clerk was asked to draft an RFP to be advertised for Elevator Services. The attached RFP Draft is being presented for Council's review. If satisfactory, the Clerk can advertise the RFP this month. If major changes are needed, this can be brought back to the December meeting for more scrutiny and/or approval.

Staff Contact(s): Clerk Fields

clerk@townofyacolt.com

(360) 686-3922



TOWN OF YACOLT
202 W. Cushman / P.O. Box 160
Yacolt, WA 98675
(360)686-3922
townofyacolt@townofyacolt.com

Request for Proposal

Elevator Inspection and Maintenance

The Town of Yacolt, Washington requests interested parties to submit sealed bids for quarterly inspection and maintenance of its elevator located in Town Hall at 202 W Cushman St. in Yacolt.

Posting Date: _____
Bids Due: _____ by 4:00 p.m. (PST)

Scope of work

The Town of Yacolt is soliciting bids from qualified contractors for inspection and maintenance of its elevator.

All project work areas are to be left in clean condition prior to final inspection and acceptance. Removal and disposal of any scrap material is to be done in compliance with all local and federal laws and requirements. This work is subject to the prevailing wage requirements of the State of Washington.

The complete Scope of Work for this project is included as Attachment A. Please provide labor and materials to provide the services specified in the attached Scope of Work.

The Town will not allow subcontracting of any kind to be performed on this work without written consent from the Town.

Licenses and permits:

The Contractor is responsible for obtaining all licenses and permits for this project including all costs associated with obtaining any licenses or permits. The Town anticipates a Town of Yacolt endorsement on the business license will be required for the work.

Equipment and supplies:

Contractor will provide all personnel, mobile equipment, supplies and transportation necessary to perform these services.

Federal and state regulations:

Contractor is responsible for licensing requirements for personnel completing this work. This includes State Electrical and refrigeration licenses to remove refrigerant. Contractor is

responsible for following EPA Section 608 Regulatory Requirements for working with refrigeration per the EPA Clean Air Act.

Working site conditions:

Allowable working hours shall typically be 7am-5pm Monday-Friday. Hours beyond this shall be coordinated with the Town's Public Works Director at 360-553-0013.

Term

This contract will be awarded for one (1) year, from _____, 2026 through _____ 2027.

The Town reserves the right to renew this contract for four (4) additional one-year renewal terms, for a potential maximum total term of five (5) years (Attachment C, Option for Renewal), provided that 1) Contractor is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the Town, and 3) that sufficient funds have been appropriated by the Town Council. The Town reserves the right to cancel this contract at any time, upon thirty (30) days written notice to the selected Contractor.

Should the Town exercise a renewal option, the Town and Contractor may discuss a price adjustment, in accordance with the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Clark County area occurring during the immediately preceding 12-month period for which CPI-W data is available, or a fixed 3% increase, whichever is greater. The Bureau of Labor Statistics website can be found at: <https://www.bls.gov/cpi/data.htm>. Contractor shall notify the Town in writing at least thirty (30) days prior to a proposed price adjustment. Acceptance of such a request will be at the sole discretion of the Town.

Pre-bid site visits are optional. Please contact the Public Works Director at 360-553-0013 to set up an appointment.

Proposed Timeline

The following table outlines the anticipated schedule for this RFP process. The Town reserves the right to modify or reschedule milestones as necessary.

Item	Date
RFP Announced	ember ??, 2025
Bids Due	ember ?? at 4:00pm PST
Initial Term	??, 2026, to ??,2027

Bids received after the due date and time will be returned unopened.

Bid Submittal Procedures

- Bids may be submitted in PDF format as an email attachment sent to clerk@townofyacolt.com. The subject line must read: Elevator Maintenance Bid, and include your company's name.
 - Bids may sent by first class mail to Town of Yacolt, PO Box 160, Yacolt, WA 98675
 - Bids may be dropped off at Yacolt Town Hall, 202 W Cushman St., Yacolt, WA 98675
- Mailed or hand-delivered bids must be labeled: Elevator Maintenance Bid.

Bid Requirements and Format

The bidder must bear all costs associated with the preparation of the bid and of any oral presentation requested by the Town. All responses will become property of the Town and will not be returned. Bids must include all information requested and meet all specifications and requirements outlined in this RFP. Bids will be evaluated based upon the information submitted. A complete response will include the following:

1. Bidders must complete and return Attachment B, Bid Submittal Sheet.
 - a. Bids must include a list of references (including project name, contact name, and telephone number/email address) of at least three (3) customer operations of similar scope and size, current or completed within the last six (6) months. The Town reserves the right to contact references without prior notification.
 - b. Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and **must be signed** by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
 - c. Bids must acknowledge that the successful bidder understands and agrees to obtain a Town of Yacolt endorsement on their business license as a requirement for performing these services. A Yacolt endorsement is required prior to performing any work, and Contractor must maintain the business license in good standing throughout the term of its agreement with the Town.
 - d. Bids must acknowledge the number of calendar days the bid shall be valid (the Town's minimum number of days is 60).
2. Bids must include samples of reports that you have provided to your customers. This information may be included as a separate submittal with your bid.
3. Proposed service schedule to include all major milestones.

Selection & Award

The Town intends to award this contract to the bidder who provides the lowest responsible, responsive bid that, in the opinion of the Town, meets all specification criteria. Upon selection of a Contractor, the Town will issue a purchase order to procure the identified labor and materials specified in Attachment A, Scope of Work.

During evaluation, the Town may consider the following:

- References – history of errors and omissions via reference checks
- Ability to meet contract deadlines
- Responsiveness to solicitation requirements
- Compliance with statutes and rules relating to contracts or services
- Strength and stability of the company

The Town reserves the right to reject any or all bids and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the Town and respondents to this request have no appeal rights or procedures guaranteed to them. The Town reserves the right to conduct any necessary interviews before final award. The Town has the option not to award a contract at the end of this process.

Upon award, Contractor shall provide a list of key personnel assigned to supervise or work on the Town's contracted sites and identify staff name, job title, licenses/certificates, and years of experience. The Town's Project Administrator is to be notified in writing of any changes through the course of the project.

Terms and Conditions

The Town reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- RFP for Elevator Inspection and Maintenance
- Attachment A, Scope of Work
- Attachment B, Bid Submittal Sheet
- Attachment C, Option for Renewal
- Attachment D, Town of Yacolt Standard Terms and Conditions

No changes or deviations from the terms set forth in this document are permitted without the prior approval of the Town.

Performance Criteria

Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance/service against the Contractor shall be documented by the Town and submitted to the Contractor for corrective action. Continued poor performance shall be deemed a breach of Town requirements and shall be the cause for immediate termination of services.

Warranty

Contractor warrants the services will be free from defects in material and workmanship for a period of one year following the date of completion and acceptance of the services.

Insurance

Before work may commence, the successful bidder will be required to provide a Certificate of Insurance and endorsement showing the Town of Yacolt as Additional Insured of not less than the following amounts:

General Liability Limits:

Bodily injury each occurrence: \$2,000,000

Property damage each occurrence: \$2,000,000

Automobile Liability Limits:

Bodily injury each occurrence: \$1,000,000

Property damage each occurrence: \$1,000,000

Workers Compensation:

Statutory limits

Prior to performing any services, Contractor shall provide the Town a standard ACORD Form 25 Certificate of Insurance, naming the Town as Additional Insured. Failure of the Town to demand such certificate or failure of the Town to identify a deficiency in the insurance documentation shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Prevailing Wage

Any labor performed under this RFP falls within the definition of public work under Revised Code of Washington (RCW) 39.04, and wages must be paid prevailing wage rates. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the greater Clark County area can be obtained from the State Department's website at <https://lni.wa.gov/licensing-permits/public-worksprojects/prevailing-wage-rates/>.

Subsequently, the Town of Yacolt will require the successful bidder and any subcontractors to complete the following:

- 1) Before work may commence, provide proof of a valid Washington State License.
- 2) Before work may commence, file a "Statement of Intent to Pay Prevailing Wage" with the Department of Labor and Industries. The Contractor must furnish the Town with an approved copy, as required by RCW 39.12.
- 3) Upon satisfactory completion of work, file an "Affidavit of Wages Paid" with the Department of Labor and Industries.
- 4) For contracts greater than \$35,000, the Town will file a Notice of Completion with the Department of Revenue (DOR), Department of Labor & Industries (<http://www.lni.wa.gov/>), and Employment Security Department (ESD) (RCW 60.28.051).

Invoicing and Payment

Contractor shall submit monthly invoices to the Town in accordance with the rates indicated on the Bid Submittal Sheet (Attachment B). The Town will make payment to the Contractor within thirty (30) days after receipt and approval of said invoice(s). Invoices shall be delivered to:

Via mail: Town of Yacolt

Via email: clerk@townofyacolt.com

PO Box 160

Yacolt, WA 98675

Non-Collusion

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement with any other Bidder or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by Bidder and will not be disclosed by Bidder directly or indirectly to any other bidder or competitor before bids are opened. (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the project work. If collusion is uncovered, the Town maintains the right to reject all bids from implicated parties.

Governing Law and Venue

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate local, state or federal court located in Clark County.

Bid Protest

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the Town. The Town will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or Town policy.

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the RFP content contact listed below. Bid Protests will not be accepted later than two (2) business days after respondents are notified of award details.

The Town's Technical Contact and RFP Content Contact will review any protest and respond to

protestor within ten (10) business days. The Town may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process. For Public Works bid protests, the Town of Yacolt adheres to RCW 39.04.105.

Americans with Disabilities Act (ADA) Information

The Town of Yacolt in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request.

Title VI Statement

The Town of Yacolt in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Questions/Inquiries

Please direct any questions concerning this IFB or the City's requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your bid.

RFP Content:

Stephanie Fields, Town Clerk
PO Box 160, Yacolt, WA 98675
Email: clerk@townofyacolt.com
Tel: 360-686-3922

Technical Contact:

Terry Gardner, Public Works Director
PO Box 160, Yacolt, WA 98675
Email: pwd@townofyacolt.com
Tel: 360-553-0013

Elevator Inspection and Maintenance

ATTACHMENT A - Scope of work

Intent

Quarterly inspection and maintenance of Town elevator.

Scope of Work

1. Monthly inspection in accordance with ASME A17.1, post inspection dates and keep record of inspections. Meet all local, state and federal requirements and certifications.

2. Inspection, service and maintenance requirements:

Parts Repair and Replacement: Full coverage parts repair and/or replacement for all components and shall be considered a full-service maintenance and repair contract. Any exclusions must be provided in writing as an addendum to the Bid Submittal Sheet (Attachment A).

Maintenance Control Program: Records documentation of all work performed on the equipment. Meet minimum requirements of ASME A 17.1-2007 Code, Section 8.6.

Service Request During Normal Working Hours: Minor adjustments and response to emergency entrapments within 2 hours or less and does not include regularly scheduled maintenance visits.

Overtime Service Request: Must be available to meet overtime requests for work. Expected response to after-hours emergency entrapments within 2 hours or less.

Charges are separate.

Provide following maintenance services:

Examine, lubricate and adjust the following:

- a. Control and landing positioning systems
- b. Signal fixtures
- c. Machine, drives, motors, governors, sheaves, wire ropes
- d. Power units, pumps, valves, jacks
- e. Car and hoist wrap doors, operating devices
- f. Door protective equipment
- g. Load weighers, car frames and platforms and counterweights
- h. Safety mechanism
- i. Lubricate equipment
- j. Adjust elevator parts and component

Provide minimum of three (2) month advance notification for due dates of rupture valve testing and other regular state required tests. Proposal for service to be included along with notification.

Complete Labor and Industries inspection report checklist items within 60 days or less, after receipt from the Town or the state.

Provide "Call Back" services as needed. Must be able to respond within 90 minutes of notification by Town.

Provide overtime coverage as requested by Town. Must be able to respond within 90 minutes of notification.

Provide monitoring of phone for elevator.

Contracted Rates

Provide contracted service rates for both normal working hours and after hours.

RFP
Elevator Inspection and Maintenance
Attachment B – Bid Submittal Sheet

Company Name: _____ Contact Person: _____
Company Address: _____
City: _____, State: _____ Zip: _____
Phone #: (____) _____ Fax #: (____) _____
Email: _____

This pricing is offered in response to the Town's Request for Proposal (RFP). The prices provided below are fully burdened and represent all costs associated with the performance of the requested services, including direct labor cost, overhead, profit and any materials, equipment or tools. Removal and disposal of any scrap material is to be done in compliance with all local and federal laws and requirements. In accordance with the bid documents, these prices reflect any applicable prevailing wage rates, cost of payment and performance bonds, permits and traffic control, and any other expenses specified in the bid documents.

Cost per month \$ _____ Total per year \$ _____ # of routine visits/year _____
Quarterly Testing \$ _____ Annual Testing \$ _____ 5-Yr Test \$ _____
Phone Monitoring/Yr. \$ _____ Repair parts percentage over cost _____%

Overtime Billing:

Please explain the circumstances under which you would pay technicians and bill the Town at overtime rates:

Service Callout Billing:

Minimum Callout Hours (if applicable) \$ _____
Maximum hourly labor rate (straight time) \$ _____
Maximum Hourly Rate (OT, DT, Holiday) \$ _____

Estimated Quantity – these estimates are provided for bidding purposes.

The Town intends to award all bid items to one Contractor.

If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control.

Addenda:

Receipt of Addenda numbered _____ is hereby acknowledged.

Validity:

60 days calendar days from bid receipt date. The City reserves the right to request an extension of the 60-day period.

References:

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. _____

2. _____

3. _____

WA State Contractor's License Number _____

WA Unified Business Identifier (UBI) _____

L & I Number _____

Industrial Insurance: _____

Bidder certifies that it is not disqualified/ disbarred from working on any public works programs: _____

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct: _____

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **either**:

(a) complete training on public works and prevailing wages **OR**

(b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent: _____ Date: _____

RFP
Elevator Inspection and Maintenance
Attachment C– Option for Renewal

The Town reserves the right to renew this contract for four (4) additional one-year renewal terms, for a potential maximum total term of five (5), upon serving notice to Contractor within thirty (30) calendar days prior to expiration of each renewal term. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the Town exercise a renewal option, the Town and Contractor may discuss a price adjustment, in accordance with the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Clark County area occurring during the immediately preceding 12-month period for which CPI-W data is available, or a fixed 3% increase, whichever is greater. The Bureau of Labor Statistics website can be found at: <https://www.bls.gov/cpi/data.htm>. Contractor shall notify the Town in writing at least thirty (30) days prior to a proposed price adjustment. Acceptance of such a request will be at the sole discretion of the Town.



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: Presentation on Comprehensive Plan Update

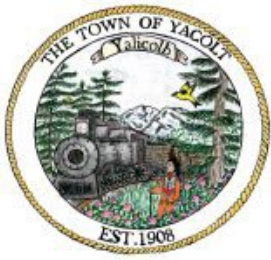
Proposed Meeting Date: November 10, 2025

Action Requested of Council: During and after the presentation, ask questions and make suggestions if appropriate

Proposed Motion: None; update only

Summary/ Background: Jackson Civil Engineering (JCE) has been drafting the Town's Comprehensive Plan Update over the past year or so. Paul Dennis, JCE's Senior Planner, will present the status of the Update at this meeting.

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: PO Box 160/202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: EMS Interlocal Agreement Addendum #4

Proposed Meeting Date: November 10, 2025

Action Requested of Council: Authorize Mayor Shealy to sign the Addendum on behalf of the Town

Proposed Motion: "I move that Mayor Shealy is authorized to sign the proposed Addendum #4 to our Interlocal Agreement with Clark and Cowlitz County Emergency Medical Service Districts #1 on behalf of the Town of Yacolt."

Summary/Background: The Town of Yacolt has been a party to the original Interlocal Agreement between these parties since Jan. 1, 1987. Since then, three addendums have been adopted. NCEMS is now asking that the number of board members be reduced so that a quorum is more easily achieved at their meetings, since achieving a quorum has been a challenge over the past couple of years and the lack of a quorum results in the agencies' inability to hold a meeting. This fourth Addendum seeks to remedy that issue.

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

Mayor Ian Shealy
mayor@townofyacolt.com
(360) 686-3922

INTERLOCAL COOPERATION AGREEMENT

This is an agreement entered into under the Interlocal Cooperation Act (Ch 39.34.RCW) between Cowlitz County Emergency Medical Service District No. 1, Clark County Emergency Medical Service District No. 1 and the Town of Yacolt, by which the parties agree to jointly provide emergency medical services and to equip, maintain and operate a joint emergency medical services agency designated the "North Country Emergency Medical Service" under the direct supervision of an Administrative Board herein created for the purposes of carrying out the joint endeavor; and that such agency shall perform emergency medical services for all parties within the area designated herein; providing for the staffing of such agency and for budgeting, financing and details of operation.

WHEREAS, it is believed that each of the parties and the public will benefit if such emergency medical services are provided jointly and if an emergency medical service agency is formed, now, therefore,

It is hereby AGREED as follows:

1. The parties shall provide joint emergency medical services in those areas hereinafter specified, as provided in this agreement.
2. There is hereby created a joint emergency medical services agency, an agency hereinafter called "North Country Emergency Medical Service" or "NCEMS". The parties hereto each hereby assign to such agency the responsibility for emergency medical services for the purpose of emergency medical rescue, treatment and transportation of the ill and injured in all incorporated and unincorporated areas of Cowlitz and Clark Counties shown in Attachment "A" hereto, which by this reference is incorporated herein. The NCEMS shall be an operational

organization set up to carry out the tasks involved in providing joint emergency medical services. The Administrative Board provided in Section 3 hereof shall constitute a "joint board" as that term is used in RCW 39.34.030 (4) (a), responsible for administering the joint or cooperative undertaking.

3. The NCEMS shall be governed by an 11 member Administrative Board hereby created and composed of:

- (a) A Cowlitz County Commissioner or designee
- (b) A Clark County Commissioner or designee
- (c) A representative of the Yacolt Town Council
- (d) The Mt. St. Helens National Volcanic Monument Manager or designee
- (e) A representative from Pacific Power and Light
- (f) A resident of the unincorporated Amboy-View area, to be appointed by the Board of Clark County Commissioners
- (g) A resident of the Yacolt unincorporated area, to be appointed by the Board of Clark County Commissioners
- (h) A resident of the unincorporated Cougar-Yale area, to be appointed by the Board of Cowlitz County Commissioners
- (i) A representative of the local logging industry, to be appointed by the remaining members of the Administrative Board
- (j) A representative of any public body contracting with NCEMS for services in areas outside of Clark and Cowlitz counties.
- (k) The Cowlitz and Clark County Medical Control Physicians: Provided, that such physicians shall be ex officio, nonvoting members

Each of the members shall serve at the pleasure of the agency

he represents.

No member of the Administrative Board shall be paid for his service thereon but reasonable expenses for attendance at meetings may be paid.

Each member of the Administrative Board shall have an equal vote in Administrative Board decisions.

It shall meet as often as it finds necessary.

4. The function of the Administrative Board shall be:
 - (a) Budget review and recommendations to governing bodies of the parties to this agreement.
 - (b) Approval or disapproval of new equipment needs recommended by the Director.
 - (c) Develop operational priorities, policies and procedures for systems development, programming and operations.
 - (d) Establish policies for expenditure of budget items.
 - (e) Supervise the Director in his development and supervision of programs for the parties hereto.
 - (f) Employ and/or terminate the Director.

5. The agency shall be operated by personnel who shall be under the direction and supervision of the Director.

The Director shall be appointed upon the basis of technical and administrative competence. (The Chief of the Yacolt Fire Department may be appointed as Director and a contract executed with the Town of Yacolt for this service).

The Director shall be responsible to the Administrative Board for EMS activities. The Director shall administer the program of the agency so as to carry out operational and administrative policies set forth by the Administrative Board. The Director shall prepare for the consideration of the governing bodies of the parties and of the Administrative Board, as hereinafter detailed, proposed annual budgets for the NCEMS, and shall be financial officer

for the Administrative Board; provided disbursements shall be made under policies approved by the Administrative Board. The Director shall have the authority to hire and fire all personnel subject to administrative procedures and policies set forth by the Administrative Board.

6. The NCEMS office shall be located at the Yacolt Fire Station. No charge shall be made for rent. Utility and other building maintenance and operational costs attributed to emergency medical service functions shall be paid out of the NCEMS budget and the budget shall also provide for payment of insurance for equipment and premises used by the agency.
7. The Director shall each year, in accordance with the county budget timetable, present to the Administrative Board a proposed budget of revenues and expenditures for operation of the NCEMS for the next calendar year. Upon approval of the Administrative Board, the budget shall be submitted to the governing bodies of the parties hereto for approval. Each party shall place on the September 1987 ballot a proposition allowing voters within its portion of the area described in Attachment "A" to approve or reject a six year levy for emergency medical services. Similar ballot measures shall be submitted thereafter as needed. The total funds received yearly from these levies shall be contributed to the operation of the NCEMS and shall be used with other revenue projections as the basis for yearly budget proposals by the Director.

The NCEMS budget shall be subject to the approval of the governing body of each party but said budget shall be set forth as line items to the Town of Yacolt budget in accordance with fourth class town budget laws, provided that any amendment to the budget will only be made after

10 days written notice to each party.

8. It is agreed that from the formation of NCEMS until December 31, 1987, the agency will be funded by ambulance funds held by the Town of Yacolt and derived from the 1984 EMS levy in Cowlitz County Fire District #7, Clark County Fire District #10, Clark County Fire District #13 and the Town of Yacolt and any other funds derived and held specifically for ambulance operation purposes.
9. The Town of Yacolt shall act as Treasurer for the NCEMS and for such purposes an "Ambulance Fund" shall be established by town ordinance. The budget shall provide for reasonable compensation to the town each year for its services as Treasurer.
10. It is agreed that effective the date of the formation of NCEMS the ownership and title of all ambulance equipment and property will be transferred to the agency.
11. Employees of the Town of Yacolt assigned to ambulance functions will become employees of NCEMS upon the effective date of the agreement. No loss of seniority, pay or benefits shall result as a result of this transfer. All agency employees shall be paid on the town payroll as part of the town's function as Treasurer for the agency and shall be subject to personnel policies and regulations of the Administrative Board.
12. The Administrative Board shall with the assistance of the Director, formulate and adopt written rules and regulations for the operation of NCEMS and the use of agency equipment and facilities. Such rules shall be followed by all agency personnel and by other persons using such facilities and equipment.
13. The Administrative Board may agree with other entities, public or private, to provide emergency medical services

for them upon written contracts which shall provide for payment by such other bodies. The rates so charged shall be at a rate to be established by the Administrative Board.

14. The Agency shall cooperate in all ways with local, state and federal government agencies to maximize the use of grant funds for equipment and operations.
15. This agreement shall be of eight years minimum duration and, unless terminated or modified, it shall continue in effect indefinitely. At the end of seven years, or at any time thereafter, any party may withdraw its jurisdiction therefrom by giving one year's written notice. A party may terminate this agreement as to such party at any time if the levy for emergency medical services is rejected for its portion of the area described in Attachment "A". If any party withdraws by such one year's notice it shall be entitled to fair compensation for any equipment it contributed to the Agency. The decision of the Administrative Board in determining fair compensation shall be final.
16. This is an agreement entered into under CH 39.34 RCW: Its duration is as specified in Section 15, its organization shall be as specified in Sections 1 and 2, its purpose is to provide for consolidation of emergency medical service of the respective parties, its termination shall be effectuated as provided in Section 15, administration shall be by the Director as appointed by the Administrative Board, real and personal property shall be held as provided in Sections 7, 10 and 15; and nothing in this agreement shall relieve either party of any obligation or responsibility imposed upon it by law except to the extent of actually and timely performance thereof by the agency board.
17. If any section of 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.

18. This agreement shall go into effect on January 1, 1987.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate on the dates shown below.

Attest:

W. J. [Signature]
Clerk to the Board

Approved as to Form Only
ARTHUR D. CURTIS
Prosecuting Attorney

By *Richard S. Lowry*
Richard S. Lowry
Deputy Prosecuting Attorney

CLARK COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT NO. 1

By *[Signature]*
Commissioner

By *[Signature]*
Commissioner

By *[Signature]*
Commissioner

Date: December 2, 1986

Attest:

Heather [Signature]
Clerk to the Board

Approved as to Form Only
HENRY R. DUNN
Prosecuting Attorney

By *Dan R. [Signature]*
Deputy Prosecuting Attorney

COWLITZ COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT NO. 1

By *[Signature]*
Commissioner

By *[Signature]*
Commissioner

By *[Signature]*
Commissioner

Date: December 15, 1986

Attest:

[Signature]
Clerk to the Board

Approved as to Form Only

Mark B. Hansen
Town Attorney

TOWN OF YACOLT

[Signature]
Mayor

Date: December 16, 1986

INTERLOCAL COOPERATION AGREEMENT
ADDENDUM NO. 1

This is Addendum No. 1 to an agreement entered into and effective January 1, 1987 under the Interlocal Cooperation Act (Ch 39.34, RCW) between Cowlitz County Emergency Medical Service District No. 1, Clark County Emergency Medical Service District No. 1 and the Town of Yacolt, by which the parties agree to jointly provide emergency medical services and to equip, maintain and operate a joint emergency medical services agency designated the "North Country Emergency Medical Service" (NCEMS) under the direct supervision of an Administrative board herein created for the purposes of carrying out the joint endeavor; and that such agency shall perform emergency medical services for all parties within the area designated herein; providing for the staffing of such agency and for budgeting, financing and details of operation.

WHEREAS, the parties hereto agree that NCEMS now has the resources to act as its own fiscal agent;

IT IS AGREED:

A. Section 9 of the Interlocal Agreement is amended to read:

9. ~~((The Town of Yacolt shall act as Treasurer for the NCEMS and for such purposes an "Ambulance Fund" shall be established by town ordinance. The budget shall provide for reasonable compensation to the town each year for its services as Treasurer.))~~ NCEMS shall follow appropriate budgetary and accounting practices in accordance with state law.

B. Section 11 of the Interlocal Agreement is amended to read:

11. Employees of the Town of Yacolt assigned to ambulance functions will become employees of NCEMS upon the effective date of the agreement. No loss of seniority, pay or benefits shall result as a result of this transfer. All agency employees shall be ~~((paid on the town payroll as part of the town's function as Treasurer for the agency and shall be))~~ subject to personnel policies and regulations of the Administrative Board.

IN WITNESS WHEREOF, the parties hereto have executed this addendum in triplicate on the dates shown below.

CLARK COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT NO. 1

Attest:

Joan Richards
Clerk to the Board

By: *Betty Sue Monis*
Commissioner

Approved as to form only:
ARTHUR D. CURTIS
Prosecuting Attorney

By: _____
Commissioner

By: *Richard Lowry*
Richard Lowry
Chief Civil Deputy

By: _____
Commissioner

DATE: _____

COWLITZ COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT NO. 1

Attest:

Dickie M. Musgrove
Clerk to the Board

By: *[Signature]*
Commissioner

Approved as to form only:
~~HENRY R. DUNN~~ ^{SUBAN I.}
Prosecuting Attorney ^{BAUR}

By: *[Signature]*
Commissioner

By: *[Signature]*
Deputy Prosecuting Atty
Chief Civil Deputy

By: *Bill Rehming*
Commissioner

DATE: Feb. 12, 2001

Attest:

Branda Frazier
Clerk to the Board

TOWN OF YACOLT

[Signature]
Mayor

Approved as to form only

DATE: 3/6/2001

[Signature]
Town Attorney



ARTHUR D. CURTIS
PROSECUTING ATTORNEY

CURT WYRICK
CHIEF DEPUTY

JAMES R. MILLER
CHIEF CRIMINAL DEPUTY

RICHARD S. LOWRY
CHIEF CIVIL DEPUTY

MARY K. YOUNG
ADMINISTRATOR

September 5, 2000

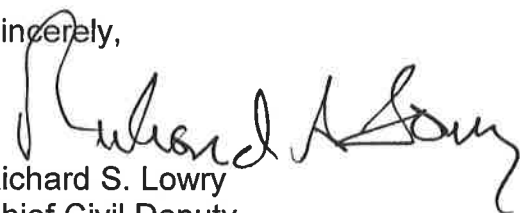
Kelly Stamp
North Country Emergency Medical Service
Yacolt Fire Dept.
PO Box 172
Yacolt WA 98675

RE: *Addendum to Interlocal Cooperation Agreement*

Dear Mr. Stamp:

Enclosed find a draft Addendum No. 1 to the Interlocal Agreement. Please advise if this meets your needs.

Sincerely,



Richard S. Lowry
Chief Civil Deputy

RSL/tk
Enclosure

CIVIL DIVISION

1013 FRANKLIN • P.O. BOX 5000 • VANCOUVER, WASHINGTON 98666-5000
(360) 397-2478 • SCAN 525-2261 • (360) 397-2184 (FAX)

INTERLOCAL COOPERATION AGREEMENT ADDENDUM NO. 2

This is Addendum No. 2 to an agreement entered into and effective January 1, 1987 under the Interlocal Cooperation Act (Ch 39.34, RCW) between Cowlitz County Emergency Medical Service District No. 1, Clark County Emergency Medical Service District No. 1 and the Town of Yacolt, by which the parties agree to jointly provide emergency medical services and to equip, maintain and operate a joint emergency medical services agency designated the "North County Emergency Medical Service" (NCEMS) under the direct supervision of an Administrative board herein created for the purposes of carrying out the joint endeavor; and that such agency shall perform emergency medical services for all parties within the area designated herein; providing for the staffing of such agency and for budgeting, financing and detail of operation.

WHEREAS, the parties hereto agree that upon the advice of the State Auditor's Office Clark County has the responsibility to function as the Treasurer and fiscal agent for NCEMS.

IT IS AGREED:

A. Section 9 of the Interlocal Agreement is amended to read:

~~9. NCEMS shall follow appropriate budgetary and accounting practices in accordance with state law.~~ Clark County shall act as Treasurer and fiscal agent for North Country EMS and for such purposes the necessary fund(s) will be established.

B. Section 11 of the Interlocal Agreement is amended to read:

11. Employees of the Town of Yacolt assigned to ambulance functions will become employees of NCEMS upon the effective date of the agreement. No loss of seniority, pay or benefits shall result as a result of this transfer. All agency employees shall be paid on the County's payroll as part of the County's function as Treasure and fiscal agent and shall be subject to personnel policies and regulations of the Administrative Board

Addendum No. 2 - Interlocal Coop Agrmt.

IN WITNESS WHEREOF, the parties hereto have executed this addendum in triplicate on the dates shown below.

CLARK COUNTY EMERGENCY
MEDICAL SERVICE DISTRICT NO. 1

Attest:

Clerk to the Board

By: _____
Commissioner

Approved as to form only:
ARTHUR D. CURTIS
Prosecuting Attorney

By: _____
Commissioner

By: _____
Chief Civil Deputy

By: _____
Commissioner

DATE: _____

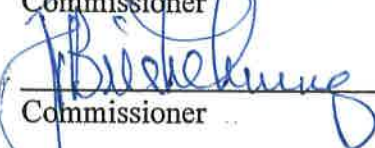
Attest:

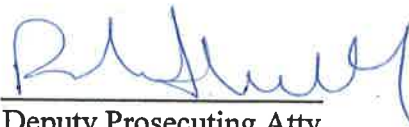

Clerk to the Board

COWLITZ COUNTY EMERGENCY
MEDICAL SERVICE DISTRICT NO. 1

By: 
Commissioner

Approved as to form only:
SUSAN I. BAUR
Prosecuting Attorney

By: 
Commissioner

By: 
Deputy Prosecuting Atty.
Chief Civil Deputy

By: 
Commissioner

DATE: March 4, 2003

Attest:

TOWN OF YACOLT

Clerk to the Board

Mayor

Approved as to form only

DATE: _____

Town Attorney

IN WITNESS WHEREOF, the parties hereto have executed this addendum in triplicate on the dates shown below.

CLARK COUNTY EMERGENCY
MEDICAL SERVICE DISTRICT NO. 1

Attest:

Louise Richards
Clerk to the Board

By:

Craig A. Padmore
Commissioner

Approved as to form only:
ARTHUR D. CURTIS
Prosecuting Attorney

By:

Commissioner

By:

Curt W. Curtis
Chief Civil Deputy

By:

Commissioner

DATE: _____

COWLITZ COUNTY EMERGENCY
MEDICAL SERVICE DISTRICT NO. 1

Attest:

Clerk to the Board

By:

Commissioner

Approved as to form only:
SUSAN I. BAUR
Prosecuting Attorney

By:

Commissioner

By:

D. Hubbell
Deputy Prosecuting Atty.
Chief Civil Deputy

By:

Commissioner

DATE: _____

Attest:

Guadalupe Zuniga
Clerk to the Board

TOWN OF YACOLT

Jim Robertson
Mayor

Approved as to form only

DATE: 10/8/2003

Town Attorney

ADDENDUM NO. 3

This is Addendum No. 3 to an agreement entered into and effective January 1, 1987, under the Interlocal Cooperation Act (Ch 39.34, RCW) between Cowlitz County Emergency Medical Service District No. 1, Clark County Emergency Medical Service District No. 1 and the Town of Yacolt, by which the parties agree to jointly provide emergency medical services and to equip, maintain and operate a joint emergency medical services agency designated the "North Country Emergency Medical Service" (NCEMS) under the direct supervision of an Administrative board herein created for the purposes of carrying out the joint endeavor; and that such agency shall perform emergency medical services for all parties within the area designated herein; providing for the staffing of such agency and for budgeting, financing and detail of operation.

WHEREAS, the parties hereto agree that the changes are necessary to streamline and enable the district to make timely payment of expenditure and payroll.

IT IS AGREED:

A. Section 9 of the Interlocal Agreement is amended to read:

9. Clark County shall act as Treasurer and fiscal agent for North Country EMS and for such purposes the necessary fund(s) will be established. Provided, that pursuant to the provisions of RCW 43.09.285 the district shall establish imprest funds which shall be used to pay district expenses including payroll and benefits. This fund shall be subject to monthly reimbursement through the county warrant process.

B. Section 11 of the Interlocal Agreement is amended to read:

11. Employees of the Town of Yacolt assigned to ambulance functions will become employees of NCEMS upon the effective date of the agreement. No loss of seniority, pay or benefits shall result as a result of this transfer. All agency employees shall be paid on the County's payroll as part of the County's function as Treasurer and fiscal agent and shall be subject to personnel policies and regulations of the Administrative Board.

IN WITNESS WHEREOF, the parties hereto have executed this addendum in triplicate on the dates shown below.

CLARK COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT NO. 1

Attest:

Laura Richards
Clerk to the Board

By: _____
Commissioner

Approved as to form only:
ARTHUR D. CURTIS
Prosecuting Attorney

By: *[Signature]*
Commissioner

By: *Curt Wyrick* By: *Steve Stum*
Curt Wyrick
Chief Deputy
Commissioner

DATE: _____

COWLITZ COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT NO. 1

Attest:

Vickie M. Musgrove
Clerk to the Board

By: *[Signature]*
Commissioner

Approved as to form only:
SUSAN I. BAUR
Prosecuting Attorney

By: *[Signature]*
Commissioner

By: *[Signature]* By: *Karen A. Johnson*
Deputy Prosecuting Atty
Chief Civil Deputy
Commissioner

DATE: Nov. 1, 2005

Attest:

Brona Finney
Clerk to the Board

TOWN OF YACOLT

James Weldon
Mayor

Approved as to form only

DATE: 11-8-05

Town Attorney

**FOURTH ADDENDUM TO INTERLOCAL AGREEMENT
BETWEEN
COWLITZ COUNTY EMERGENCY MEDICAL SERVICE DISTRICT NO. 1
AND
CLARK COUNTY EMERGENCY MEDICAL SERVICE DISTRICT NO. 1
AND
TOWN OF YACOLT**

This is Addendum No. 4 to an agreement entered into and effective January 1, 1987, under the Interlocal Cooperation Act (Ch 39.34, RCW) between Cowlitz County Emergency Medical Service District No. 1, Clark County Emergency Medical Service District No. 1 and the Town of Yacolt, by which the parties agree to jointly provide emergency medical services and to equip, maintain and operate a joint emergency medical services agency designated the "North Country Emergency Medical Service" (NCEMS) under the direct supervision of an Administrative board herein created for the purposes of carrying out the joint endeavor; and that such agency shall perform emergency medical services for all parties within the area designated herein; providing for the staffing of such agency and for budgeting, financing and detail of operation.

WHEREAS, the parties hereto agree that the changes are necessary to make the operation of the Administrative board more efficient.

IT IS AGREED:

A. Section 3 of the Interlocal Agreement is amended to read:

3. The NCEMS shall be governed by an Administrative Board consisting of a minimum of three board members a, b, and c being mandatory filled positions, and a maximum of 7 board members composed of the following:
 - a) A Cowlitz County Commissioner or designee
 - b) A Clark County Councilor or designee
 - c) A representative of the Yacolt Town Council
 - d) A resident of the unincorporated Amboy-View area which may be appointed by the Clark County Council
 - e) A resident of the Yacolt unincorporated area which may be appointed by the Clark County Council
 - f) A resident of the unincorporated Cougar-Yale area which may be appointed by the Cowlitz County Commissioners
 - g) A representative of any public body under a current contract with NCEMS for services in areas outside of Clark and Cowlitz counties.

Each of the members shall serve at the pleasure of the agency the member represents.

No member of the Administrative Board shall be paid for the member's service thereon but

reasonable expenses for attendance at meetings may be paid.

Each member of the Administrative Board shall have an equal vote in Administrative Board decisions.

The Administrative Board shall meet as often as it finds necessary.

IN WITNESS WHEREOF, the parties hereto have executed this addendum in triplicate on the dates shown below.

Attest:

Clerk to the Board

Approved as to Form Only
Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

CLARK COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT NO. 1

By: _____
Councilor

By: _____
Councilor

By: _____
Councilor

Date: _____, 2025

Attest:

Clerk to the Board

Approved as to Form Only
Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

COWLITZ COUNTY EMERGENCY
MEDICAL SERVICE DISTRICT NO. 1

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Date: _____, 2025

Attest:

Clerk to the Board

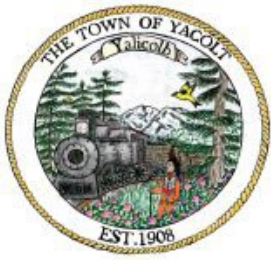
Approved as to Form Only
Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

TOWN OF YACOLT

By: _____
Mayor

Date: _____, 2025



Town of Yacolt Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

Address: PO Box 160/202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: NCEMS 2026 Levy Public Hearing, and Adoption of Resolution #638 .

Proposed Meeting Date: November 10, 2025

Action Requested of Council: Hear the presentation on proposed Revenues by a representative from North Clark Emergency Medical Services (NCEMS); consider public input during the Public Hearing. Discuss NCEMS' 2026 revenue needs. Adopt Res. #638, which authorizes Clark County to collect property tax money on behalf of NCEMS.

Proposed Motion: "I move that the Town adopts Resolution #638 as written (or, with the following change(s):_____).

Summary/Background: Every year, before the next year's Budget may be finalized and adopted, a Public Hearing must be held to discuss the Town's expected Revenues for the upcoming year, allowing for questions and input from the general public. The Town must also adopt a Resolution to authorize collection of the property taxes by Clark County on behalf of NCEMS.

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

Mayor Ian Shealy
mayor@townofyacolt.com
(360) 686-3922

Ordinance / Resolution No. 638
RCW 84.55.120

WHEREAS, the Council of Town of Yacolt EMS has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2026; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 75727.12; and,
(Previous year's levy amount)

WHEREAS, the population of this district is ☐ more than or ☒ less than 10,000; and now, therefore,
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2026 tax year.
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 757.27
which is a percentage increase of 1% from the previous year. This increase is exclusive of
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this 10 day of November, 2025.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.



Town of Yacolt Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

Address: PO Box 160/202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Town of Yacolt 2026 Revenue Hearing, and Adoption of Resolution #639 .

Proposed Meeting Date: November 10, 2025

Action Requested of Council: Hear the presentation on proposed Revenues by the Town Clerk and consider public input during the Public Hearing. Discuss next year's revenue needs. Make changes to the Clerk's recommendations and the Resolution presented, if necessary. Adopt Res. #639, which authorizes Clark County to collect property tax money on behalf of the Town.

Proposed Motion: "I move that the Town adopts Resolution #639 as written (or, with the following change(s):_____).

Summary/Background: Every year, before the next year's Budget may be finalized and adopted, a Public Hearing must be held to discuss the Town's expected Revenues for the upcoming year, allowing for questions and input from the general public. The Town must also adopt a Resolution to authorize collection of property taxes by Clark County.

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

Mayor Ian Shealy
mayor@townofyacolt.com
(360) 686-3922

Ordinance / Resolution No. 639
RCW 84.55.120

WHEREAS, the Council of Town of Yacolt has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2026; and,

WHEREAS, the districts actual levy amount from the previous year was \$ \$227837.35; and,
(Previous year's levy amount)

WHEREAS, the population of this district is ☐ more than or ☒ less than 10,000; and now, therefore,
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy
is hereby authorized for the levy to be collected in the 2026 tax year.
(Year of collection)

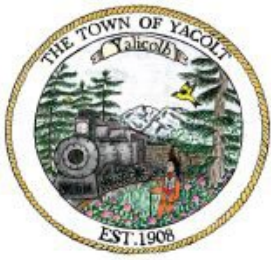
The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 40,418.34
which is a percentage increase of 17.74% from the previous year. This increase is exclusive of
(Percentage increase)
additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,
solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations
that have occurred and refunds made.

Adopted this 10 day of November, 2025.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

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Town of Yacolt

Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

Address: PO Box 160/202 W Cushman
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Resolution #640 re: Surplus Items Dispersal

Proposed Meeting Date: November 10, 2025

Action Requested of Council: Review the list of Surplus Items and suggested selling prices; decide if you want to sell the items for the prices suggested, or suggest other prices. Adopt Resolution #640 authorizing sale of the listed items.

Proposed Motion: "I move that the Town adopts Resolution #640, authorizing the sale of the items listed on Appendix A at the suggested prices (or with the following changes:

_____.)"

Summary/Background: The Public Works Shop has been home to a lot of materials and equipment which the Town has not had a need for over the last several years, or which has been replaced. Rather than continuing to store those items, the Town Council has recommended listing items for sale. Appendix A which is attached to the Resolution is a listing of those items, with price comparisons and suggested selling prices.

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

Mayor Ian Shealy
mayor@townofyacolt.com
(360) 686-3922

RESOLUTION #640

A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN INVENTORY ITEMS DEEMED TO BE SURPLUS TO THE REASONABLY FORESEEABLE NEEDS OF THE TOWN OF YACOLT

WHEREAS certain items of equipment belonging to the Town of Yacolt are obsolete and no longer used by the Town; and

WHEREAS, the value, obsolescence, and condition of these items of inventory make it impractical to trade the same in on future purchases of new inventory items from the list of assets of the Town, and to obtain the maximum return for said inventory items, it should be in the best interest of the Town to dispose of the same in a manner that will be to the best advantage to the Town of Yacolt; and

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

1. Based upon the findings and recommendations of the Town, the items of inventory belonging to said Town as shown in Exhibit A, attached hereto, are declared to be surplus to the foreseeable needs of the Town.
2. That it is deemed to be for the common benefit of the residents of said Town to dispose of said inventory.
3. That the Public Works Department and Clerk are authorized to dispose of items listed in Exhibit A, attached hereto, in a manner that will be to the best advantage of the Town of Yacolt.

PASSED this 10th Day of November, 2025.

Ian Shealy, Mayor

Attest:

Stephanie Fields, Clerk

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Appendix A to Resolution #640

ITEM DESCRIPTION	QUANTITY	CONDITION	NEW \$\$	USED \$\$	LISTING \$\$
Riding lawn mower LT2000	1	Poor	\$2,099.00	\$100	\$20
Riding lawn mower DLT3000	1	Good	\$2,199.00	\$600	\$100
Generator GM-Kato	1	Used/ Unknown	\$17,789.00	\$6,500	\$500
Gravely leaf collector provac 1050	1	Good	\$2,799.00	\$900	\$900
Salt spreader Meyers Diamond	1	Good	\$6,000-\$8,000	\$3,000-\$4,000	3,000
04 F250 with canopy	1	Fair	\$45,000.00	\$2,700	2,700
Chemical sprayer- Northstar	1	Excellent	\$550.00	\$550	\$550
Wood fencing (pallet)	Pallet	Good	\$2.92/board	\$1.50/board	\$1.50/board
Chain-link fence role + poles (black)	30ft	Excellent	50ft \$308	\$150.00	\$200
Garden beds/ water troughs	20	Excellent	\$139/ea	\$100	\$100
2000 Chevy 1500 2WD	1	Good	\$35,395.00	\$4,598	\$4,598
Vermeer Chipper 935	1	Good	\$31,000.00	\$2,860	\$2,860
Black Fence Panels	30pc	Excellent	\$8,000.00	\$2,600	2,000
Hand Sanitizer	142 cases	New	\$216/case	\$216	\$10/case



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99



