

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

**Call to Order**

**Flag Salute**

**Roll Call**

**Late Changes to the Agenda**

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

1. Draft Minutes From Council Meeting 01/12/26

**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**

2. Resolution 643 re: Climate Resilience Element to Comprehensive Plan Update
3. RFP Draft for Elevator Service and Maintenance
4. Proposed Changes to Personnel Policies and Procedures Manual
5. Update on Response from One Way Trigger
6. Update on Plumbing Repairs at Library

**New Business**

7. Update on Recycling Contracts With County
8. Clark PUD Water Project
9. Arts Commission Representative Appointment

10. Grand Marshal, Citizen of The Year
11. Purchase/Replacement of Town Equipment

**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.*

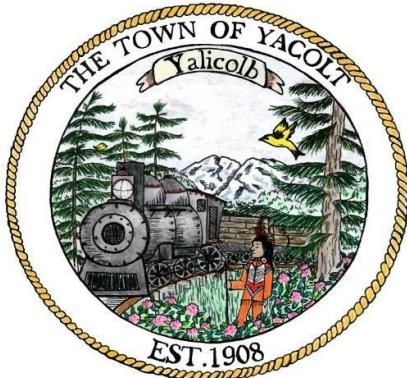
**Council's Comments**

**Mayor's Comments**

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

**Executive Session**

**Adjourn**



# Town of Yacolt

## Town Council Meeting Minutes

Monday January 12, 2026

7:00 PM

Town Hall

### Call to Order

7:00 PM

### Flag Salute

### Roll Call

Council Members Present: Jeff Carothers, Kim Glassett, Craig Carroll (remotely; had to exit the meeting early), Brandon Russell, Marina Viray

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

### Late Changes to the Agenda

Add Item #11: Library Plumbing System Repair Needs

Add Item #12: PPP Manual Changes Discussion

### Unfinished Business

#### **Oaths of Office for Councilmembers #2 and #3**

Clerk Fields administered Oaths of Office to Councilmembers Glassett and Carroll.

### Approve Minutes of 12/8/2025 Meeting:

Motion was made to approve the minutes as written.

**Motion:** Glassett

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

**Aye:** Carothers, Glassett, Carroll, Russell, Viray

**Nay:** 0

**Motion Carried**

### Citizen Communication

None

### Unfinished Business

#### **Update on Elevator Services RFP**

Mayor Shealy reported that the RFP for Elevator Services is still being drafted; the Town's Engineer and Attorney are working together to get this done, hopefully to be presented at the February Council meeting.

#### **Update on Comprehensive Plan Resolution**

Mayor Shealy reported that the Resolution regarding the Climate Element of the Comp Plan Update

should be ready for presentation to Council at the February Council meeting.

## Gravel Pile in the Rec Park Parking Lot

Attorney Gerst reported that the Town has filed a suit against the Company (One Way Trigger) responsible for the gravel being left in the Rec Park parking lot. Once served, One Way Trigger will have 20 days to respond, so Gerst should have an update at the February Council meeting.

## New Business

## Consultant Agreement for Seal Coat Grant

After reviewing the Agreement Form from the WA Transportation Improvement Board (TIB) for Jackson Civil Engineering to do the planning/consulting for the grant from TIB for seal-coating the NE quadrant of Yacolt, a motion was made to authorize Mayor Shealy to sign the Agreement.

## Code Enforcement Action: 301 N Pine Ave.

Attorney Gerst gave an overview of the events surrounding action against the property owner and residents at 301 N. Pine Ave, following numerous complaints involving nuisance code violations there. A Notice of Civil Violation has been served, and a hearing will be held February 9<sup>th</sup> at 6pm here at Town Hall, if the conditions at that address persist beyond Feb. 6<sup>th</sup> at 1pm. Gerst hopes some of the complainants will be willing to appear at the hearing or at least submit affidavits detailing what they've observed and complained about. A retired judge will be presiding over the hearing.

## Arts Commission Representative

Mayor Shealy reported that Steve Oglesby of the Clark County Arts Commission wrote him a letter to encourage the Town to appoint a representative to serve on the CCAC Board. Council decided that they do not know enough about what the CCAC does, and would like Clerk Fields to invite Oglesby to attend a Council meeting and explain his organization's role in the community, and how the Town might benefit from having a representative on their board.

## Rotate Mayor Pro Tempore

Councilmember Russell was nominated by Councilmember Carothers to serve as the new Mayor Pro Tem through July, 2026.

**Motion:** Carothers      **2<sup>nd</sup>:** Viray  
**Aye:** Carothers, Glassett, Carroll, Russell, Viray      **Nay:** 0  
***Motion Carried***

## Rotate Finance Committee

Councilmember Carothers was nominated by Councilmember Carroll to serve on the Finance Committee through July, 2026. Carothers also volunteered to have Councilmember Glassett "shadow" him on this, to help teach her what the Finance Committee does.

## **Library Plumbing System Repairs Needed**

Mayor Shealy described the problems with the septic drain line at the library: not only is the old cast iron line deteriorating, but there are problems with intersections in the line which create clogging and back-ups of the system. Public Works Director Gardner said that due to this, the bathroom there is now only open for staff use, not public use. Ronald Homola from Ray's Plumbing Service explained his recommendations and even gave three repair options/bids. Clerk Fields was asked to draft an RFP for the repairs, with the "best fix" option on those bids, and a minimum 10-year warranty. Motion was made to have the Clerk draft and publish an RFP for the project.

**Motion:** Russell

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

**Aye:** Carothers, Glassett, Carroll, Russell, Viray

**Nay:** 0

***Motion Carried***

## **Personnel Policy and Procedure Handbook Update**

Mayor Shealy announced that the PPP Manual is supposed to be reviewed and potentially updated every 5 years, per AWC. He, the Clerk, and the Public Works Director have had discussions on what areas of the Manual should be updated, clarified, etc. Areas being worked on include Clerk and Public Works Director duties, paid holidays and sick days, insurance coverage, drug testing, clothing allowance, and more. Councilmember Russell asked if combining all sick, holiday, and vacation time off with pay as simply "PTO" would simplify things. Clerk Fields mentioned that currently, different accrual caps exist, which would complicate that. The Clerk will bring new verbiage/suggestions to the February meeting. She asked that if any Councilmembers have more suggestions, that they send them to her and Mayor Shealy as soon as possible.

## **Town Clerk's Report**

- Clark County Animal Control has suggested that we update the ILA between them and the Town. We may see some amendments to the ILA being proposed in the coming months.
- Attended the UCPB Board meeting this morning. The big focus of the meeting was whether or not to sell the building in Battle Ground that Sea Mar currently occupies. SeaMar will be bringing answers to a lot of questions which were asked to the March UCPB meeting.
- Clark County put out a Community Needs Assessment Survey, which they hope to have a lot of people respond to, especially those who fit into lower income categories. A flyer is posted on the front door of Town Hall and also on the Town's website. The survey is anonymous.
- Desiree Lorentz would like to place a food collection box for North County Food Bank in Town Hall during the month of February.
- After tonight's bills get paid, the 2025 fiscal year will be able to be closed out and 2025 financials will be posted to the Town's website.

## **Public Works Department Report**

- Keeping leaves picked up; they will all be gone very soon.
- Been removing Christmas lights and got drone pics of the top ring on the big Christmas Tree to make repairs on it.
- Tuning up equipment in the shop.
- Attended RR Advisory Board meeting: they had 500 fewer riders this year than last year. The Board got to preview a video presentation which will be made available to the public next month.

### Attorney's Comments

None

### Citizen's Communication

None

### Council's Comments

None

### Mayor's Comments

- Going to Olympia on Jan. 22 to meet with Rep. Abbaro re: funding for the Community Center. Rep. Orcutt and Sen. Braun have also shown support for this project. They said they'd like to see the Town come up with a funding match. Maybe we can crowd-source a down payment? We still need letters of support; form letters are on the front table.
- Also working on getting grants for Stormwater repairs and NCCL is working on a grant to make improvements at the ballfields.

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

**Motion:** Viray

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

**Aye:** Carothers, Glassett, Russell, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### Executive Session

Mayor Shealy closed the regular meeting and opened a 30-minute executive session to discuss real estate acquisition and potential litigation at 8:25 pm, to last until 8:50 pm. At 8:50, he extended the Executive Session until 9:05 pm. At 9:05 pm, he closed the Executive Session and re-opened the regular meeting.

### Adjourn

9:05 pm

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Mayor Ian Shealy

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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:** Paul Dennis

**Group Name:** Jackson Civil Engineering

**Address:** 1415 Grand Blvd.  
Vancouver, WA 98675

**Phone:** (360) 723-0381

**Email Address:** paul@jacksoncivil.com

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Resolution 643 re: Climate Resilience Element of Comprehensive Plan Update

**Proposed Meeting Date:** February 9, 2026

**Action Requested of Council:** Adopt Resolution #643 which approves the Climate Resilience Element for the Comprehensive Plan Update that Jackson Civil Engineering has been developing for the Town.

**Proposed Motion:** "I move that the Town adopts Resolution #643 as written."

**Summary/Background:** Part of updating the Town's Comprehensive Plan includes adoption of a Climate Resilience Element to that Plan. The proposed Resolution#643 is attached, with the Climate Resilience Element attached to it as Exhibit A.

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

(360) 686-3922

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)

## **RESOLUTION # 643**

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING A NEW CLIMATE ELEMENT WITH GREENHOUSE GAS REDUCTION AND RESILIENCE GOALS AND POLICIES INTO THE "2026 COMPREHENSIVE PLAN UPDATE" FOR THE TOWN OF YACOLT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

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WHEREAS, the TOWN OF YACOLT ("Town") is required to "fully plan" under the Washington State Growth Management Act ("GMA") pursuant to section RCW 36.70A.040; and

WHEREAS, RCW 36.70A.130 of the GMA requires continuing review and evaluation of comprehensive plans and, for cities in Clark County, requires review and adoption of revised comprehensive plans and development regulations compliant with the GMA (the "Periodic Update") by June 30, 2026; and

WHEREAS, the Town Council will enact a Resolution adopting the Town's "2026 Comprehensive Plan Update" ("Comprehensive Plan") by June 30, 2026, as the required Periodic Update; and

WHEREAS, the Town has established a process and criteria for making modifications to the Town's Comprehensive Plan in Chapter 18.90 of the Yacolt Municipal Code, Comprehensive Plan and Amendments, including text and map amendments in accordance with the GMA; and

WHEREAS, the addition of a Climate Element, with greenhouse gas reduction and resilience goals and policies, to the Comprehensive Plan is required under House Bill 1181, as adopted by the Washington State Legislature in 2023, and the Town is required to adopt such a Climate Element by June 2026; and

WHEREAS, the Town collaboratively developed a draft Climate Element with greenhouse gas reduction and resilience goals and policies, utilizing grant funding from the Washington State Department of Commerce ("Department of Commerce") made possible by the Washington Climate Commitment Act; and through input from a Stakeholder Advisory Committee and working cooperatively with Clark County and the other cities in Clark County; and

WHEREAS, public input and feedback is critical to the development of a Climate Element and to ensuring the plan and policies reflect the Yacolt community's priorities; and

WHEREAS, the Climate Element, a new chapter in the Comprehensive Plan that builds on the 2026 Periodic Update effort, strengthening the Town's approach to climate resilience and greenhouse gas (GHG) reduction goals and policies that will help Yacolt to: prepare for climate-related risks such as extreme heat, flooding, wildfire smoke, and landslides; protect important community assets such as parks, neighborhoods, businesses, and infrastructure; potentially improve energy efficiency; and look for climate strategies with co-benefits for the community, such as lower energy costs, safer transportation options, and healthier natural spaces; and

WHEREAS, the Climate Element fulfills the requirements of RCW 36.70A.070(9) and RCW 36.70A.095 to plan for reductions in greenhouse gas emissions and enhance community resiliency to the adverse impacts of climate change; the Climate Element also aligns with the Washington State Department of Commerce's Climate Planning Guidance; and

WHEREAS, the Town Council held a public meeting, soliciting testimony from community members to review and analyze the Climate Element during regular a regular Council meeting on December 8, 2025; and

WHEREAS, in accordance with the requirements set forth in RCW 36.70A.106, the Town provided the Department of Commerce notice of the Town's intent to adopt the proposed Climate Element; and

WHEREAS, the Town has complied with all State procedural requirements of the GMA and SEPA, and desires to adopt the Climate Element into the Town's Comprehensive Plan.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, DO RESOLVE AS FOLLOWS:

**Section 1. ADOPTION OF A NEW COMPREHENSIVE PLAN CLIMATE ELEMENT.** The Town Council adopts a Climate Element with greenhouse gas reduction and resilience goals and policies as set forth in Exhibit A, attached hereto, and incorporated by reference, as a new section to the TOWN OF YACOLT "2026 Comprehensive Plan Update".

**Section 2. SEVERABILITY.** Should any portion of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**Section 3. CORRECTIONS.** The Town Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

**Section 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the Town Council in accordance with law. The Town Clerk may publish notice of the adoption of this Resolution in the Town's official newspaper by publishing the following summary:

**Town of Yacolt - Summary of Resolution #643**

The Town Council of the Town of Yacolt adopted Resolution #643 at its regularly scheduled Town Council meeting held on February 9, 2026. The content of the Resolution is summarized in its title as follows:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT,  
WASHINGTON, ADOPTING A NEW CLIMATE ELEMENT WITH  
GREENHOUSE GAS REDUCTION AND RESILIENCE GOALS AND  
POLICIES INTO THE "2026 COMPREHENSIVE PLAN UPDATE" FOR THE

**TOWN OF YACOLT; PROVIDING FOR SEVERABILITY; AND PROVIDING  
AN EFFECTIVE DATE.**

The effective date of the Resolution is February 9, 2026. 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 18<sup>th</sup> day of February, 2026.  
Yacolt Town Clerk

Approved by a majority of the Yacolt Town Council this 9th day of February 2026.

**APPROVED:**

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Ian Shealy, Mayor

**ATTEST/AUTHENTICATED:**

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Stephanie Fields, Town Clerk

**APPROVED AS TO FORM:**

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Brian Gerst, Town Attorney

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

## **TOWN CLERK'S CERTIFICATION**

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #643 of the Town of Yacolt, Washington, entitled "A Resolution Of The Town Council Of The Town Of Yacolt, Washington, Adopting A New Climate Element With Greenhouse Gas Reduction And Resilience Goals And Policies Into The "2026 Comprehensive Plan Update" For The Town Of Yacolt; Providing For Severability; And Providing An Effective Date" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

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Stephanie Fields, Town Clerk

Published: February 18, 2026

Effective Date: February 9, 2026

Resolution Number: 643

# TOWN OF YACOLT

## CLIMATE RESILIENCE ELEMENT

PREPARED BY:



## PURPOSE OF THE CLIMATE RESILIENCE ELEMENT

Yacolt will continue to be impacted by climate-related hazards, including extreme weather events and natural disasters that are exacerbated by climate change. This newly developed element of the Comprehensive Plan identifies goals and policies that were developed to bolster Yacolt's resilience to these various hazards. It is intended to help Yacolt become a town that is resilient to climate hazards while meeting the goals of the Growth Management Act (GMA), Clark County Planning Policies, and the Clark County Multi-Jurisdictional Hazard Mitigation Plan. The goals and policies of this Element intend to strengthen Yacolt's climate resilience, while prioritizing the most vulnerable populations in the town. This Element was created utilizing guidance from the Washington State Department of Commerce, who developed climate planning guidance to help communities develop climate-related policies that best suit their communities.

Many of the goals and policies in this element reflect activities already underway in the town, such as the provision of air conditioning at the library, while other goals and policies outline "common sense" actions that provide resilience benefits through simple, minimal, low-cost changes in town practice. Other goals or policies may require longer term study, planning, and financing to serve the greatest number of community members. The goals and policies are broken into these categories:

- Land Use
- Housing
- Capital Facilities
- Utilities
- Parks and Recreation
- Transportation
- Economic Development
- Historic, Archeological, Cultural, Scientific and Educational Resources

The goals and policies may also result in additional co-benefits to community members and the town, such as improved air quality, additional green space and trees, improved public health, pedestrian and bike-friendly streets, and improved stormwater management.

## GOALS AND POLICIES

### LAND USE

**Goal CR-1: Utilize land use planning, conservation and restoration to minimize the occurrence and impacts of climate hazards while restoring natural functions.**

**Policy CR-1.1:** Support natural resource management plans that address existing stressors, consider climate change impacts, emphasize taking a precautionary approach to reduce risk of environmental harm, and guide adaptive management.

**Policy CR-1.2:** Develop a comprehensive, communitywide wildfire resilience strategy to improve emergency response capabilities, create fire-resilient landscapes, promote fire-adapted communities, protect the economy, and foster short- and long-term recovery.

**Goal CR-2: Establish development and design standards that incorporate best practices for reducing climate-related hazards by enhancing the resilience of buildings and infrastructure.**

**Policy CR-2.1:** Develop or modify design standards to integrate exterior building features that reduce the impacts of climate change and increase resilience when possible.

**Policy CR-2.2:** Promote the implementation of green infrastructure and low-impact development strategies to manage increased storm intensity and stormwater runoff.

**Goal CR-3: Promote land use patterns and development practices that enhance resilience of the built environment, natural ecosystem processes, and communities to climate change.**

**Policy CR-3.1:** Establish and maintain a purchase and transfer of development rights program that allows transferring development from areas that provide conservation and climate resilience benefits into areas more suitable for development.

**Policy CR-3.2:** Direct new development into areas where exposure to climate hazards is low.

**Goal CR-4: Promote mixed-use, infill supportive development to reduce vehicle miles traveled.**

**Policy CR-4.1:** Maintain a stable urban growth area to reduce rural development pressure.

**Policy CR-4.2:** Consider complimentary mixed land uses, locating business districts, parks and schools in neighborhoods to promote multimodal transportation.

## HOUSING

**Goal CR-5: Promote equitable, affordable, and sustainable housing options that enhance community resilience to climate change.**

**Policy CR-5.1:** Increase housing diversity and supply within urban growth areas allowing middle housing types, such as duplexes, triplexes, and ADUs, on residential lots, to support environmental justice.

**Policy CR-5.2:** Preserve and adaptively reuse existing and historic buildings, with special attention to sites vulnerable to climate hazards to support sustainability and cultural heritage.

**Policy CR-5.3:** Encourage the preservation and weatherization of housing to reduce emissions and increase resilience.

## CAPITAL FACILITIES, UTILITIES, AND PARKS + RECREATION

**Goal CR-6: Plan, site, and adapt critical infrastructure, parks, and public facilities to withstand climate impacts, ensuring long-term function and access.**

**Policy CR-6.1:** Consider future climate conditions during siting and design of capital facilities, to ensure they function as intended over their planned life cycle.

**Policy CR-6.2:** Identify and plan for climate impacts to valued community assets such as parks and recreation facilities.

**Goal CR-7: Support the development of energy-efficient buildings and utility infrastructure that are climate-resilient, equitably funded, and designed to withstand future hazards.**

**Policy CR-7.1:** Support renewable energy sources for the supply of electricity when feasible.

**Policy CR-7.2:** Work with energy utilities to improve the safety and reliability of infrastructure vulnerable to climate change.

**Goal CR-8: Support investment in green infrastructure and resilient water systems to address increased stormwater, water conservation needs, and long-term climate impacts on hydrology.**

**Policy CR-8.1:** Encourage development to build green infrastructure projects that help capture, filter, store, and reuse stormwater runoff.

**Policy CR-8.2:** Protect and preserve water quality and quantity from drought, extreme heat, and other hazards exacerbated by climate change.

**Goal CR-9: Strive for equitable access to climate-resilient green spaces and open areas through development regulations.**

**Policy CR-9.1:** Encourage development of a green belt of parks to reduce greenhouse gas emissions, support connectivity and non-motorized travel between housing, schools, and businesses across the community.

**Policy CR-9.2:** Enhance the resilience of parks and recreational trails by assessing and addressing climate hazards and impacts.

**Policy CR-9.3:** Encourage open space set-asides for new development.

**Goal CR-10:** Protect and enhance ecosystem services by expanding and connecting critical habitats and by incorporating natural capital into community planning and decision-making.

**Policy CR-10.1:** Pursue opportunities to expand habitat protection and enhance habitat quality, when possible, to support climate resilience using conservation area designations, protective buffers, and connected open space corridors.

## TRANSPORTATION

**Goal CR-11:** Ensure that the transportation system, including infrastructure, travel modes and evacuation routes, can withstand and recover quickly from climate-related impacts and hazards, prioritizing the needs of vulnerable populations.

**Policy CR-11.1:** Enhance emergency preparedness, response, and recovery efforts to mitigate risks and impacts associated with extreme weather and other hazards due to climate change.

**Policy CR-11.2:** Encourage the development of a multimodal transportation system to reduce vehicle miles traveled and greenhouse gas emissions.

**Policy CR-11.3:** Design street networks that incorporate 'Complete Streets' principles to support multimodal transportation, function as potential evacuation routes, reduce vehicle miles traveled, and enhance resilience to climate hazards.

## ECONOMIC DEVELOPMENT

**Goal CR-12:** Enhance the climate resilience of the local economy by supporting local purchasing, developing a workforce for green industries, and fostering sustainable, climate-aligned market growth.

**Policy CR-12.1:** Assist local businesses in strengthening climate preparedness and ensure continuity of operations.

**Policy CR-12.2:** Promote the development of green jobs that provide family-wage employment and strengthen climate resilience.

**Policy CR-12.3:** Ensure that the local economy can withstand and adapt to extreme weather and other natural hazards intensified by climate change.

**Policy CR-12.4:** Enhance emergency preparedness, response, and recovery efforts to mitigate risks and impacts associated with extreme weather and other hazards worsened by climate change.

**Goal CR-13: Promote environmental justice by strengthening government capacity, collaborating with communities, and supporting equitable workforce opportunities.**

**Policy CR-13.1:** Build and support partnerships with community-based organizations with the capacity and relationships to unite diverse groups of residents and empower them to take climate resilience action.

**Policy CR-13.2:** Support local expertise in climate change and environmental justice to enhance effectiveness, equity, and resilience of communitywide policy implementation.

**Policy CR-13.3:** Advance environmental justice by ensuring all residents have equitable access to climate education, a voice in policy decisions and opportunities to contribute to climate resilience.

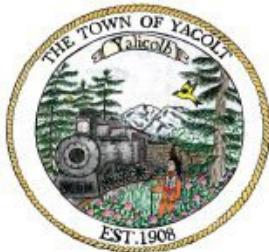
## HISTORIC, ARCHEOLOGICAL, CULTURAL, SCIENTIFIC & EDUCATIONAL RESOURCES

**Goal CR-14: Protect significant historic sites at risk of climate hazards.**

**Policy CR-14.1:** Promote the adaptive reuse of existing buildings, particularly historic structures, to minimize resource consumption and reduce carbon emissions. Repurposed spaces can serve as housing or as community assets, such as resilience hubs that provide shelter, heating, or cooling during extreme weather events.

**Policy CR-14.2:** Prioritize preserving and weatherizing housing, incorporating passive survivability features, to reduce emissions and increase resilience.

**Policy CR-14.3:** Design and site new and expanded roads or railroads to have the least possible adverse effect on waterways.



## Town of Yacolt Request for Council Action

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

**Name:** Clerk Fields

**Group Name:** Staff

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

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

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** RFQ for Elevator Services and Maintenance

**Proposed Meeting Date:** February 9, 2026

**Action Requested of Council:** Approve the RFQ for advertising

**Proposed Motion:** "I move that the Town approves the RFQ for Elevator Service and Maintenance to be advertised."

**Summary/Background:** The Town has determined that Schindler, who it formerly contracted with, has not performed well for us. They have not been consistent with inspecting and maintaining our elevator as expected. So the Clerk notified them that we intend to cancel our contract with them. For future maintenance and repair activities, the Town wishes to contract with a different company. We have asked Jackson Civil Engineering to draft a Request for Proposals for this purpose. Devin Jackson has consulted with the Town's Attorney, David Ridenour, and they drafted this RFP to present to Council for approval tonight. There are a few scrivener's errors and other minor editing still needs to be completed, but substantially, the attached draft is ready for Council review. If approved, the RFP may be published as early as Feb. 18<sup>th</sup>.

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

(360) 686-3922

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)

**Town of Yacolt, Washington  
202 W Cushman Street  
PO Box 160  
Yacolt, WA 98675**

**RFP ##  
Request for Proposals Elevator/Lift Inspection and  
Maintenance**

**The Town of Yacolt, Washington requests interested parties to submit bids for monthly inspection and maintenance of a Town elevator.**

**Posting Date:**

**Required Pre-Bid Meeting:**

**Due:**

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The Town of Yacolt, Washington requests interested parties to submit sealed bids for the above referenced Request for Proposals (RFP).

**Scope of Work**

The Town of Yacolt, WA is soliciting bids from qualified contractors for Elevator/Life Inspection and Maintenance.

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.

**Subcontracting:**

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



Notice regarding site visits:

If your staff visits the site to prepare proposals/reports, please stay on public streets. Do not enter private property.

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 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-3pm. Hours beyond this shall be coordinated with Scott Anderson at 425-556-2804.

Term

This contract will be awarded for one (1) year, from **April 1, 2026 to April 1, 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.



### **Required Pre-Bid Meeting – Please RSVP**

**November 29th at 10:30AM.** A required pre-bid meeting will be held at **10:00 am, March 15, 2026**, at Town Hall, located at 202 W Cushman Street, Yacolt WA 98675.

Bidders must attend a pre-bid meeting in order to submit a bid for this work. Bidders may ask questions or receive clarification on any portion of this RFP during this pre-bid meeting with Town staff.

### **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	
Required Pre-Bid Meeting	
Bids Due	
Initial Term	

### **Bid Due Date/Time**

**2pm (localtime) April ##, 2026.** The Town of Yacolt must receive bids no later than said date and time. Bids received after such time will be returned unopened.

### **Bid Submittal Procedures**

- Bidders are to submit their bids in PDF format as an email attachment and send to [Clerk@townofyacolt.com](mailto:Clerk@townofyacolt.com) – note 25MB file size limit
- Email subject line to include: RFP Elevator, [Title], [Company Name]
- Email body to include the following:
  - Attached is [Company Name]’s proposal for the [Title]
  - Bids due: 12/12/2022, 2:00 p.m.

There is no formal bid opening.

By submitting a bid, Contractors acknowledge their satisfaction as to the size, scope and location of the work to be performed.

### **Bid Requirements & Format**

All costs for developing responses to this RFP are the obligation of the bidder and are not chargeable to the Town. 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 business license as a requirement for performing these services. A Yacolt business license 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. A Yacolt business license application can be obtained by contacting Town Hall.
  - d. Bids must acknowledge the number of calendar days the bid shall be valid (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. Bids must include a description and/or photos and/or video of the equipment that will be used. This information may be included as a separate submittal with your bid.
4. Proposed work schedule to include all major milestones.
5. Bids must include a description and/or photos and/or video of the equipment that will be used. This information may be included as a separate submittal with your bid
6. Proposed work 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
- Proposed equipment
- Strength and stability of the company

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 Clerk 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 ##
- Attachment A, Scope of Work
- Attachment B, Bid Submittal Sheet
- Attachment C, Option for Renewal
- Attachment D, Town of Yacolt Terms and Conditions

Any forthcoming purchase order will be in accordance with Town of Yacolt Terms and Conditions (Attachment D) and the requirements of this solicitation. 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 damages each occurrence:

\$2,000,000

Automobile Liability Limits:

Bodily injury each occurrence:

\$1,000,000

Property damages 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 and Retainage

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 Town of Yacolt can be obtained from the State Department's website at [https://lni.wa.gov/licensing-permits/public-works- projects/prevailing-wage-rates/](https://lni.wa.gov/licensing-permits/public-works-projects/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) Before work may commence, provide proof of a valid Washington State License.
- 4) 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.

The Town will withhold the sum of five percent (5%) of the amount of each progress payment to the Contractor as retainage in accordance with RCW 60.28.

- 5) Upon satisfactory completion of work, file an "Affidavit of Wages Paid" with the Department of Labor and Industries.

Prior to the release of any retained funds, the Contractor must furnish the Town with an approved affidavit. Retainage may be released provided the Town has received certificates of release from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department.

- 6) 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).

### **Bonding Requirements**

#### **Bid Bond:**

- Not required.

### **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 (45) days after receipt and approval of said invoice(s). Invoices shall be delivered to:

Town of Yacolt  
P.O. Box 160  
Yacolt, WA 98675  
[clerk@Townofyacolt.com](mailto:clerk@Townofyacolt.com)

### **Public Disclosure Notice**

All materials provided by the respondent are subject to State of Washington public disclosure laws, per RCW 42.56. Any information contained in the proposal that the respondent desires to claim as confidential or proprietary must be clearly designated, including page with particular content identified. The Town assumes no obligation on behalf of the respondent to claim any exemption that is not clearly identified by the respondent as being confidential or proprietary. The Town will try to respect all material identified by the respondent as being confidential or proprietary but requests that respondent be highly selective of what they mark as such. The Town will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as confidential or proprietary, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the Town. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the Town's possession, the information is obtained from third parties without restrictions on disclosure, or the information was independently developed without reference to the confidential information.

### **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 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 Engineer and Attorney 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 RFP or the Town's requirements to the Town agent(s) listed below. No other Town official or employee is empowered to speak for the Town with respect to this request.

Information obtained from any other source shall not be binding and may disqualify your bid.

**RFP Content:**

Stephanie Fields

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

202 W Cushman St

PO Box 160

Yacolt, WA 98675

## RFP 10766-22 Elevator/ Lift Inspection and Maintenance ATTACHMENT A

### - Scope of work

Revised 12/2/2022

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#### Intent

Monthly inspection and maintenance of Town elevators and lifts at various sites within the Town.

#### 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.

##### **A. All elevators:**

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 1 hour 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 1 hour 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 components.

##### **B. Handicapped Lifts**

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 1 hour or less (excluding travel time) and does not include regularly scheduled maintenance visits.

Provide following maintenance services:

Examine, lubricate and clean the following:

- a. Controller
- b. Machine
- c. Motor
- d. Interlocks
- e. Lubricate guide rails
- f. Minor adjustments as needed

Overtime Service Request: Must be available to meet overtime requests for work. Expected response to after-hours emergency entrapments within 1 hour or less. Charges are separate.

### **C. All Elevators and Lifts**

Provide minimum of three (3) 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.

3. Provide "Call Back" services as needed. Must be able to respond within 90 minutes of notification by Town.
4. Provide overtime coverage as requested by Town. Must be able to respond within 90 minutes of notification.
5. Provide monitoring of ADA phone for elevator.

Please provide alternate bid to provide monitoring, maintenance and repair coordination of phones in ALL elevators and Lifts

### **D. Contracted Rates**

Provide contracted service rates for both normal working hours and after hours including any applicable truck charges.

**Existing Elevator:**

Manufacturer	Schindler
Model	33A
Controller	Miconic
Serial Number	SMG1114837
Motor	E1B 20 HP, 3425 RPM
Type	Hydraulic
Rated CapaTown	2,100 lbs
State ID	108974 PH
Building	Two-story Town Hall

**Exclusions:**

Bidder's work does not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Seller has the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. HazMat removal or abatement is at the Town's sole expense.

Nothing contained within the agreement shall be construed or interpreted as requiring Seller to Assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

End Scope of Work

## Elevator/Lift Inspection and Maintenance Attachment B – Bid

## Submittal Sheet

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

Town: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

This pricing is offered in response to the Town's Invitation for Bid (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.

Building Name/MFG/Qty	Address	\$ Total, Per month	\$ Total, Per year	Number of Recommended Visits per unit per year
Town Hall One (1) Shindler 33A Elevator	202 W Cushman Street, Yacolt, WA 98675	\$	\$	



**Overtime Billing:**

Please explain the circumstances under which you would pay technicians and bill the Town at the 1.5, 1.7- or double-time rates.

**Service Callout Billing**

Truck Charge Rate	\$
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 Town 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 Town reserves the right to contact references without prior notification to the bidder.

1. \_\_\_\_\_

\_\_\_\_\_



2. \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_

Town of Yacolt Business License #: \_\_\_\_\_ or \_\_\_ I/we agree to obtain upon award of this purchase.

Washington State Contractor's License Number: \_\_\_\_\_

Washington Unified Business Identifier (UBI): \_\_\_\_\_  
(<http://bls.dor.wa.gov/file.aspx>)

Employment Security Dept. Number: \_\_\_\_\_

State Excise Tax Registration Number: \_\_\_\_\_  
(<http://bls.dor.wa.gov/taxregistration.aspx>)

Industrial Insurance Coverage: \_\_\_\_\_  
(<http://bls.dor.wa.gov/industrialinsurance.aspx>)

The bidder certifies that it is not disqualified/barred from working on any public works programs: \_\_\_\_\_

\_\_\_\_\_ (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>)



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:

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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:

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(<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>)

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: \_\_\_\_\_



**Elevator Lift Inspection and Maintenance Attachment C-**

**Option for Renewal**

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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**  
**PURCHASE ORDER - TERMS & CONDITIONS**

THE FOLLOWING TERMS AND CONDITIONS are agreed to by the Supplier ("Seller") whose name appears on the face of this Purchase Order and The Town of Yacolt ("Town"). Seller hereby acknowledges and agrees that these Terms and Conditions shall apply and are hereby incorporated into this purchase order, sales order, request for service, or other agreement between Seller and The Town of Yacolt under which Seller agrees to provide goods or services. This agreement shall be referred to herein as a "Purchase Order".

1. Independent Contractor - Seller acknowledges that its status vis-à-vis Town is that of an independent contractor, not an employee. Seller shall be solely responsible for the operation of its business and the supervision and compensation of its employees (including without limitation the payment of all business, payroll, unemployment, property, and income taxes and workers compensation payments). The Town shall not (a) have any right or obligation to control or direct the results of or the means by which Seller performs its services, (b) provide Seller with any employees, transportation, facilities, equipment or supplies, or (c) reimburse Seller for any of its expenses unless expressly agreed to by the Town in this Purchase Order.
2. Compliance & Governing Law - The seller shall at all times comply with all applicable state and local laws, rules, ordinances and regulations. This Purchase Order shall be governed by and construed according to the laws of the State of Washington.
3. Seller's Liabilities, Indemnification and Hold Harmless - Seller shall indemnify, defend (or at the Town's option), pay the costs and attorney fees of the Town incurred in defending, and hold the Town, its elected and appointed officials, officers, agents and employees harmless from and against any and all expenses, damages, claims or liabilities (including attorney's fees and costs) for injuries, or sickness or death to persons or damage to property, arising out of any act, error or omission of Seller, its officers, employees, agents, contractors, suppliers, licensees or invitees related to this Purchase order or the goods or services purchased hereunder, provided, however that
  - (a) Seller's obligation to indemnify, defend (or pay costs of defense) and hold harmless shall not apply to injuries, sickness or death of persons or damage to property which arises out of the sole negligence of the Town, its elected or appointed officials, officers, agents, or employees; and
  - (b) regarding concurrent negligence, shall apply only to the extent of the negligence of seller, its officers, employees, agents, contractors, suppliers, licenses or invitees, and the Town, its elected or appointed officials, officers, agents or employees.

If requested by Town, Seller shall furnish to Town a certificate of insurance showing that Seller carries adequate public liability and property damage insurance with insurers suitable to the Town, in amounts acceptable to Town, and adequate workers' compensation insurance (or evidence of authority to self insure). The failure by Seller to furnish such a certificate of insurance to Town will not constitute a waiver of the requirement for such certificate or of any other provision on this Purchase Order.

Seller expressly waives its immunity under industrial insurance, Title 51 RCW, for any

injury, sickness or death suffered by the Seller's employees, and expressly agrees that the obligation to indemnify, defend and hold harmless extends to any claim, demand or action brought by or on behalf of any employee of Seller and includes any judgment, award or cost thereof, including attorney fees.

4. Acceptance - Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller.

5. Prices, Terms and Invoices - The prices for the equipment and/or services ordered there under are those specified on the face of this Purchase Order. No charges shall be made for shipping, handling, delivery, taxes or other extras unless specified on this Purchase Order. Payment is contingent upon approval of the equipment and/or services by Town. Subject to the foregoing, invoices will be paid within thirty days from receipt of equipment and/or the receipt of invoice for services performed or as specified on this Purchase Order.

6. Packing, Marking and Shipping - (a) Delivery shall be f.o.b. Town's destination unless otherwise stated. Seller shall not be entitled to reimbursement of transportation charges unless specified on the face of this Purchase Order. If Seller is entitled to reimbursement of charges, such charges shall be added as a separate item on Town's invoice and the receipted freight bill shall be attached thereto.

(b) All shipments shall be marked and packed so as to secure the lowest transportation rates. Shipments shall be routed to the shipping address on this Purchase Order, or as otherwise instructed by the Town. Seller shall reimburse Town for all expenses incurred by Town as a result of improper packing, marking or routing.

(c) A packing slip shall accompany each shipment, enclosed in a package marked "Packing Slip Inside". The Packing Slip and other shipping documents shall bear this Purchase Order number and shipping destination.

7. Premium Shipments - If, because of Seller's failure to meet the delivery requirements of this Purchase Order, Town finds it necessary to require shipment of any of the equipment covered by this Purchase Order by a different method of transportation than that originally specified, Seller shall pay the additional shipping, handling and other charges associated therewith.

8. Delivery and Shipping Releases - Delivery dates are specified on the face of this Purchase Order. If not so specified, Seller shall not fabricate any of the equipment covered by this Purchase Order, or procure any of the materials required for their fabrication, or ship any of such equipment to Town except to the extent authorized by Town in writing. Town shall have no responsibility for equipment for which written delivery instructions have not been provided. Shipments in excess of those authorized may be returned to Seller at Seller's expense. Town may from time to time change shipping schedules specified in this Purchase Order or contained in separate written instructions.

9. Inspection - All equipment and services provided under this Purchase Order shall be subject to inspection and testing by the Town to the extent practical at times and places including the period and place of manufacture; if any such inspection or test is made on Seller's premises, Seller shall furnish without additional charge reasonable facilities and assistance for the safety and convenience of the persons conducting the test. If any equipment or services are defective in material or workmanship, or otherwise

not in conformity with the requirements of this Purchase Order, the Town shall have the right to reject such equipment or services, retain and correct them at Seller's expense, or require their correction by Seller. Rejected equipment shall be returned to Seller at Seller's risk and Seller shall pay the Town for all packing, handling and transportation expenses incurred in connection with the rejected equipment. Records of all inspection work by Seller shall be kept complete and available to the Town during the performance of this Purchase Order and for such longer period as may be required by law.

10. WARRANTY - SELLER WARRANTS THAT THE EQUIPMENT COVERED BY THIS PURCHASE ORDER WILL CONFORM TO THE SPECIFICATIONS, DRAWINGS, SAMPLES, OR OTHER DESCRIPTION FURNISHED OR SPECIFIED BY TOWN, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABLE, OF GOOD MATERIAL AND WORKMANSHIP, AND FREE FROM DEFECT. SELLER WARRANTS THAT THE SERVICES, IF ANY, PERFORMED UNDER THIS PURCHASE ORDER WILL BE PERFORMED IN A WORKMANLIKE MANNER, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, AND FREE FROM DEFECT. THE WARRANTIES AND REMEDIES PROVIDED FOR IN THIS PURCHASE ORDER SHALL BE IN ADDITION TO THOSE IMPLIED BY LAW AND SHALL EXIST NOTWITHSTANDING THE ACCEPTANCE IN WHOLE OR IN PART BY TOWN OF THE EQUIPMENT AND/OR SERVICES.

- (c) Patents - (a) Seller warrants that the equipment purchased by Town under this Purchase Order, and the sale or use of such equipment, alone or in combination with Town's other equipment according to Town's specifications or recommendations provided to Seller, will not infringe upon any United States or foreign patents, agrees to indemnify and hold harmless the Town and anyone selling or using any of the Town's products or services against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Seller shall, upon request of Town and at Seller's own expense, defend or assist in the defense of any action which may be brought against Town or those selling or using any of Town's products or services by reason of any such alleged infringement.  
(b) Seller hereby grants to Town an express license to repair, rebuild, and relocate and to have repaired, rebuilt and relocated the equipment purchased by Town under this Purchase Order.
- (d) Liens - All equipment to be delivered under this Purchase Order and all property to be returned to Town shall be free and clear of any and all liens and encumbrances whatsoever.
- (e) Taxes - Unless otherwise provided in this Purchase Order, Seller shall be responsible for the payment of all federal, state or local taxes of any nature which arise out of the sale of the equipment or the provision of services there under. Any taxes which are the responsibility of the Town there under shall be prepaid by Seller and added as a separate item on the Town's invoice.
- (f) Advertising - The Seller is prohibited, without first obtaining the written consent of Town, from and in any manner advertising or publishing the fact that Seller has furnished or contracted to furnish Town with the equipment or services in this Purchase Order, nor may Seller operate under or otherwise use the Town name or any other trade name or assumed name used by the Town. Seller shall not disclose any of the terms of this Purchase Order to any third party except as provided by law and/or as may be required to perform there under.
- (g) Use - The equipment and services contracted for in this Purchase Order are to be for the use of the Town, and/or its suppliers. All equipment contracted for may be subjected to further processes of manufacture, combined with any articles, or put to any use whatsoever, by Town,

or its suppliers, as it or they may elect, and in no event shall any claim for royalty or other additional compensation be made by Seller, by reason of such manufacture, combination or use.

- (h) Drawings, Specifications and Technical Information - Drawings, data, designs, inventions and other technical, engineering or scientific information supplied by the Town shall remain Town property and shall be returned to the Town upon completion of this Purchase Order or upon demand. Any information which Seller may disclose to the Town with respect to the design, manufacture, sale or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for such Purchase Order, and Seller shall not assert any claim (other than a claim for a patent infringement) against the Town by reason of Town use thereof. The purchase price of this Purchase Order is, in part, consideration for any design work performed by Seller in connection with this Purchase Orders and incorporated in the equipment and services to be delivered there under. Seller shall not supply such design work to any other party without the Town's written permission.
- (i) Town Property - Any property used by Seller but owned, furnished, charged to, paid for, or provided by the Town, including but not limited to materials, tools, dies, plates, jigs, patterns, fixtures, equipment and any replacements thereof, shall be the property of the Town subject to removal and inspection by the Town at any time without cost or expense to the Town. All such property shall be used by Seller only for performance under this Purchase Orders and shall be adequately insured for the Town's protection. Seller shall assume all liability including loss of use for and maintain and repair such property and return the same to the Town in good condition, reasonable wear and tear excepted.
- (j) Excusable Delays - (a) Neither the Town nor Seller shall be liable for delay in performance there under arising from (1) acts of God or a public enemy, (2) acts of the Government of the United States or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, (3) acts of any person engaged in subversive activity or sabotage, (4) fires, floods, explosions, or other catastrophes, (5) epidemics and quarantine restrictions, (6) strikes, slowdowns, lockouts or labor stoppages or disputes of any kind, (7) freight embargoes, (8) unusually severe weather, (9) delays of a supplier due to any of the above causes or events, or (10) causes or events beyond the control and without the fault or negligence of the Town or Seller in failing to perform there under.  
(b) In the event of a failure by Seller to perform arising from any of the causes or events set forth in subparagraph (a) of this paragraph, Town shall be entitled to obtain equipment or services covered by this Purchase Order elsewhere for the duration of such failure and to reduce, pro tanto the quantity or amount of equipment or services ordered from Seller under all this Purchase Order. Upon cessation of the condition causing the delay in performance, all performance requirements shall resume, unless this Purchase Order has been terminated as provided in paragraph 21.
- (k) Changes - The Town may at any time, by written change order, make changes in (1) the drawings, designs, and/or specifications applicable to the equipment and/or services covered by this Purchase Order, (2) the method of shipment and packing and/or (3) the place of delivery. If any such changes affect the time for performance or the cost of manufacturing the equipment or furnishing the services, Town shall make an equitable adjustment in the purchase price or the delivery schedule, or both, provided that any claim by Seller for adjustment under this clause must be submitted in writing to the Town within 30 days from the date of receipt by Seller of the notification of change. Seller shall not make any changes in the design or composition of any equipment ordered or services performed under this Purchase Order

without the prior written approval of the Town.

(l) Substitutions - No substitutions will be permitted unless mutually agreed to by both parties. Any such substitution shall be in writing and made prior to delivery. If any substitutions are permitted under this order, the market value of the substitute must be of equal or greater value.

(m) Termination at Option of Town - (a) Performance under this Purchase Order may be terminated by the Town at its option, in whole or in part at any time with written notice to Seller, notwithstanding the existence with respect to Seller of any of the causes or events specified in Paragraph 18 above.

After receipt of a notice of termination Seller shall, unless otherwise directed by Town, immediately terminate the performance of all services and the manufacture and/or shipment of all equipment under this Purchase Order, and shall, unless otherwise directed by Town, (1) terminate all orders and subcontracts relating to the performance of the work and settle all claims arising out of such termination, subject to the approval or ratification of Town; (2) transfer title and deliver to Town (i) all completed equipment which conforms, in quality, to the requirements of this Purchase Order and does not exceed, in quantity, the amount authorized for production by Town, and (ii) all reasonable quantities (but not in excess of amounts authorized by Town) of work in process and materials produced or acquired to perform there under which are of a type and quality suitable for producing equipment which conforms to the requirements of this Purchase Order and which cannot reasonably be used by Seller in producing equipment for itself or for its other customers; (3) take all action necessary to protect property in Seller's possession in which Town has or may acquire an interest; and (4) submit to Town promptly, but not later than three (3) months from the effective date of termination, its termination claim, in the form and with the certification prescribed by Town; provided, however, that in the event of failure of Seller to submit its termination claim within such period, Town may determine notwithstanding the provisions of subparagraph (c) hereof, on the basis of information available to it, the amount, if any, due Seller with respect to the termination and such determination shall be final. No termination claim will be paid where termination was due to a default in the part of the Seller.

(b) If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation due Seller for such termination, Town, in addition to making prompt payment of amounts due for equipment delivered or services rendered prior to the effective date of termination, will pay to Seller (without duplication) the actual costs incurred by Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this order, including the cost of discharging liabilities which are so allocable or apportionable. Such costs shall exclude the cost of discharging liabilities for parts, materials and services not received by Seller before the effective date of termination. Payments made under this subparagraph (c) shall not exceed the aggregate price specified in this Purchase Order, less payments otherwise made or to be made.

(c) With the consent of Town, Seller may retain at an agreed price or sell at an approved price any completed equipment, or any equipment, materials, work in process or other things the cost of which is allocable or apportionable to this Purchase Order under subparagraph (c) above, and will credit or pay the amount so agreed or received as Town directs.

(d) The provisions of this paragraph 21 shall not apply if this Purchase Order is terminated by the Town for the default of Seller pursuant to paragraph 22 hereof.

(n) Termination for Default of Seller - Subject to paragraph 18 above, whenever Seller (1) refuses or fails to make deliveries of the equipment or perform services called for in this Purchase Order within the time specified in this Purchase Order or in written instructions issued to Seller, or (2) otherwise defaults in the performance of this Purchase Order, Town may terminate this Purchase Order, in whole or in part, effective ten (10) days after mailing of notice of default, unless Seller shall, within such period, cure such default.

(o) Effect of Invalidity - The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of other conditions.

(p) Remedies - The remedies herein shall be cumulative, and in addition to any other remedies available in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision.

(q) Modification of Purchase Order and Non-Assignment - This Purchase Order, together with any written instruction issued there under, contains the complete and final agreement between Town and Seller and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon Town unless made in writing and signed by the Town's authorized representative. Except as provided in this Purchase Order, Seller shall not delegate in any manner to any other person the performance of any work or the supplying of any equipment or services under this Purchase Order. Seller may assign monies due and to become due under this Purchase Order, provided, however, that Town shall be entitled to assert against the assignee thereof all rights, claims, and defenses of every type (including without limitation, rights of setoff, recoupment, and counterclaim), which Town could assert against Seller, whether acquired prior or subsequent to such assignment.

(r) Notice of Labor Disputes - (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order; Seller shall immediately give notice thereof and all relevant information to the Town.  
(b) Seller agrees to insert the substance of this clause, including this paragraph (b), in any subcontract (including any purchase order) there under as to which a labor dispute may delay the timely performance of this Purchase Order, except that each such subcontract shall provide that in the event any actual or potential labor dispute is delaying or threatens to delay timely performance, the subcontractor shall immediately notify its next higher tier subcontractor, or Seller, as the case may be, of all relevant information.



## Town of Yacolt Request for Council Action

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

**Name:** Clerk Fields

**Group Name:** Staff

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

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

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Proposed Changes to Personnel Policies and Procedures Manual

**Proposed Meeting Date:** February 4, 2026

**Action Requested of Council:** Discuss proposed changes and decide which ones you'd like to adopt

**Proposed Motion:** None at this time; discussion only

**Summary/Background:** Every 5 years, the State wants municipalities to update their Employee Manuals. Last time Yacolt's was updated was in 2021, so it's time to update ours. The Mayor, Clerk, and Public Works Director met to discuss changes they felt need to be made. At the January 12<sup>th</sup> Council meeting, the Clerk gave an overview of what areas were discussed, and she said she'd bring the updated language to this meeting. The marked-up Manual is attached. Changes agreed on at this meeting will be put into an Ordinance to be presented for Council approval at the March Council meeting. (Please note that page number changes will be finalized once the policy changes have been finalized.)

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

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)

# **TOWN OF YACOLT**

## **PERSONNEL POLICIES & PROCEDURES MANUAL**

### **PREAMBLE**

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

### **DATES OF ADOPTION AND REVISIONS**

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

This version of the Town of Yacolt Personnel Policies & Procedures Manual was adopted by the Yacolt Town Council by Ordinance #585 **TBD** on **April 12, 2024**<sup>6</sup>.

# TOWN OF YACOLT

## PERSONNEL POLICIES & PROCEDURES MANUAL

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## **CHAPTER 1** **PURPOSE AND SCOPE**

### **1.1 INTRODUCTION**

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

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

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

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

### **1.2 INTENT OF POLICIES**

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

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

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

### **1.3 SCOPE OF POLICIES**

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

### **1.4 CHANGING THE POLICIES**

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

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

### **1.5 EMPLOYMENT AGREEMENTS**

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

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

- (a) The length of time that the agreement will last and how, if at all, it can be renewed;
- (b) The job title, duties, and description, reserving to the Town of Yacolt the right to change the employee's duties as the Town of Yacolt's interests require;
- (c) The frequency of salary adjustments and reviews;
- (d) Any other provisions relating to vacation, sick leave, retirement, Social Security contributions, holidays, other benefits, working conditions, and insurance benefits; and,
- (e) Provisions for the termination of employment.

## 1.6 DEFINITIONS

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

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

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

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

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

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

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

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

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## **CHAPTER 2** **GENERAL POLICIES AND PRACTICES**

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

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

### **2.2 DISABILITY AND MEDICAL CONDITION DISCRIMINATION PROHIBITED**

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

### **2.3 ANTI-HARASSMENT POLICY**

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

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

### **2.4 SEXUAL HARASSMENT PROHIBITED**

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

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

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

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

## **2.5 DISCRIMINATION COMPLAINT PROCEDURE**

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

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

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

## **2.6 EMPLOYEE PERSONNEL RECORDS**

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

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

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

## **2.7 EMPLOYMENT REFERENCES**

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

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## **CHAPTER 3** **RECRUITING AND HIRING**

### **3.1 RECRUITING**

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

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

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

### **3.2 HIRING**

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

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

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

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

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

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

### **3.3 TEMPORARY EMPLOYEES**

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

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

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

### **3.4 TRIAL PERIOD**

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

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

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

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

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

### **3.5 EMPLOYMENT OF RELATIVES (NEPOTISM)**

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

- (1) One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
- (2) One party would handle confidential material which may create the appearance of improper or inappropriate access to that material by the other;
- (3) One party would be responsible for auditing the work of the other;
- (4) The employment would create either a direct or indirect supervisor/subordinate relationship with the family member; or,
- (5) Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the Town.

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

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

### **3.6 PROMOTIONS**

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

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

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

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

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## **CHAPTER 4** **HOURS AND ATTENDANCE**

### **4.1 WORKING HOURS**

Full-time employees will normally work 8-hour shifts Monday - Friday. Administrative employees must work during the Town Hall's open hours, 9am-5pm. Public Works employees may work an alternate shift. Employees are not paid during their lunch break. Due to the nature of the Town's operations, longer hours may be necessary in some instances.

A normal working schedule for regular, full-time employees consists of forty (40) hours each workweek. Different work schedules, such as in the case of police and fire employees, may be established by the Town to meet job assignments and provide necessary Town services. Each employee's supervisor will advise the employee regarding his/her specific working hours.

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

### **4.2 HOURS OF WORK AND OVERTIME**

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

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

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

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## **CHAPTER 5** **COMPENSATION**

### **5.1 PURPOSE**

The Town designs compensation plans for its employees so that:

- (1). Compensation will be nondiscriminatory;
- (2). Compensation will be competitive with compensation paid for similar employment by other public and private employers;
- (3). Compensation will attract, motivate and promote retention of skilled employees; and,
- (4). Compensation will be appropriate to the Town of Yacolt's unique circumstances and take into consideration the Town's overall financial condition.

### **5.2 EMPLOYEE PAY RATES**

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

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

### **5.3 PAY DAYS**

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

### **5.4 DEDUCTIONS**

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

## **5.5 TRAVEL AWAY FROM THE TOWN**

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

## **5.6 COMPENSATORY TIME**

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

## **5.7 TRAVEL EXPENSE REIMBURSEMENT**

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

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

## **5.8 COMPENSATION UPON TERMINATION**

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

- (1). Regular wages for all hours worked up to the time of termination which have not already been paid.
- (2). Any overtime and holiday pay due.

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

## **CHAPTER 6** **PERFORMANCE EVALUATIONS AND TRAINING**

### **6.1 PERFORMANCE EVALUATIONS**

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

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

### **6.2 TRAINING POLICY**

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

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## **CHAPTER 7** **BENEFITS**

### **7.1 RETIREMENT BENEFITS**

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

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

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

### **7.2 DISABILITY BENEFITS (WORKERS' COMPENSATION)**

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

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

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

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

### **7.3 HEALTH INSURANCE BENEFITS**

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

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

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

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

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

## **Definitions and Classifications**

**Full-Time Employees:** Full-time employees are eligible for health coverage as may be described by the Town's then-current health insurance benefits plan.

**Part-Time Employees:** Part-time employees are subject to monthly and annual hours limitations and are generally not eligible for health coverage, unless they are eligible according the Town's then-current health insurance benefits plan. Part-time employees will be eligible for prorated contribution by the Town toward the employee's health insurance premiums, unless otherwise stated by the Town's then-current health insurance benefits plan.

**Spouse/Dependent Coverage:** The Town may provide a health insurance benefit for spouses and dependents of qualifying employees under the Town's then-current health insurance benefits plan. The time for enrollment of dependents may be limited by law or the terms of third-party administrative agreements with a plan's insurance carrier.

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

**Eligibility at the Employee's Expense:** Regular full-time employees, regular part-time

employees, and their dependents may be eligible to participate in the Town's then-current health insurance plan. If the Town has not otherwise specifically agreed to contribute to the premiums of employees or their dependents, then the employee shall be responsible for such premium payments. Any premium payments or contributions that are the responsibility of an employee shall be paid by the employee through payroll deduction.

#### **7.4 CONTINUATION OF INSURANCE COVERAGE**

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

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

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

#### **7.5 UNEMPLOYMENT COMPENSATION**

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

#### **7.6 CLOTHING ALLOWANCE**

An allowance of up to \$500.00 per year will be budgeted and available for each Public Works Employee for the purchase of protective gear which is necessary on the job (ie: rain gear, boots, safety vests, gloves, etc.). If the employee is terminated for any reason within a year, any clothing allowance used is to be paid back on a prorated basis to the Town through payroll deduction on their final paycheck.

## CHAPTER 8

### LEAVES

#### 8.1 VACATION LEAVE

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

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

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

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

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

#### 8.2 SICK LEAVE

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

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

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

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

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

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

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

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

### **Reasonable Notice for Use of Paid Sick Leave:**

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

### **Reasonable Notice for Foreseeable Use of Paid Sick Leave:**

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

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

### **Reasonable Notice for Unforeseeable Use of Paid Sick Leave:**

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

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

### **Verification Requirements:**

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

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

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

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

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

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

#### **Unreasonable Burden of Expense for Verification:**

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

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

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

#### **Additional Policies Regarding Paid Sick Leave:**

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

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

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

### **8.3 LEAVE WITHOUT PAY**

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

### **8.4 JURY AND WITNESS LEAVE**

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

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

### **8.5 ADMINISTRATIVE LEAVE**

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

### **8.6 MILITARY LEAVE FOR ACTIVE DUTY IN THE ARMED FORCES.**

#### **Reemployment Following Military Leave:**

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

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

- (a). "Day" shall mean the employee's normal workday for purposes of paid military leave, except that when a normal workday begins before midnight and ends after midnight, the hours before midnight count as 1 day and the hours after count as another.
- (b). An employee who takes a military leave of absence from Town employment may choose to run out his or her unused vacation balance, compensatory time off, and personal holidays, as applicable, prior to going on unpaid status.
- (c). An employee who leaves a job, voluntarily or involuntarily, to enter active duty in the United States armed forces, shall be granted a military leave of absence with guaranteed restoration to his or her position upon release from active duty as long as:
  - (1). The position is a regularly budgeted, non-temporary position;
  - (2). The reason the employee leaves the position is to report for active duty;
  - (3). The length of the employee's military leave of absence does not exceed five (5) years except at the request of the federal government;
  - (4). The employee is honorably discharged from the military; and,
  - (5). The employee applies for reemployment within a reasonable period of time following separation from active duty. The USERRA defines a reasonable period of time as:
    - (A). For service less than 31 days, the beginning of the first regularly scheduled work day after release from active duty, allowing time to travel from the duty arena to the employee's residence, to rest, and to travel to the place of employment;
    - (B). For service between 31 and 180 days, no more than 14 days following release from active duty; and,
    - (C). For service longer than 180 days, no more than 90 days following release from active duty.
  - (6). An employee on military leave of absence shall continue to accrue service credit for purposes of any salary step increments and seniority, but will not accrue sick leave, vacation leave, or other types of leave while on military

leave of absence.

- (7). An employee's vacation accrual rate and unused vacation and sick leave balances accrued prior to taking military leave shall be restored upon return from military leave of absence.
- (8). An employee who interrupts his or her probation or trial service with a military leave of absence shall complete the remainder of the probationary or trial service period upon return. However, an employee returning from military leave of absence cannot be discharged except for cause for 1 year following his or her return if the military leave of absence was for 181 days or longer, or for 6 months following his or her return if the military leave of absence was at least 30 days but less than 181 days.
- (9). An employee on unpaid military leave of absence may continue to make his or her normal contributions to their retirement system (as allowed by that system), or may, upon return from such leave, make full or monthly payments equal to the amount of contributions missed while on leave, in order that the leave shall count as creditable service (as allowed by that system).

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

### **Paid Military Leave:**

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

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

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

Leave" above.

## **8.7 BEREAVEMENT LEAVE**

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

## **8.8 SHARED LEAVE PROGRAM**

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

- Leave Donation Requirements:

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

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

- The employee receiving donated leave shall have exhausted all his/her accumulated vacation leave, sick leave, compensatory time, and Personal Holiday time.
- While an employee is using shared leave, he or she will continue to receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation or sick leave.
- Returning Unused Shared Leave: Any unused shared leave must be returned at its original value to the donor(s) when the leave is no longer needed. Unused shared leave hours donated to an individual employee will be returned to the donor(s) on a pro rata basis.
- Administrative Considerations. Leave donation value is calculated as follows:

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

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

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

## 8.9 HOLIDAYS

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

New Year's Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day/Indigenous People's Day	October 12
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Personal Holiday	Two (2) additional days during each year of service for regular full-time employees. One (1) additional day during each year of service for regular part-time employees. <b>Holidays proclaimed by Executive Order of the President of the United States (such as Christmas Eve and the day after Christmas were in 2025)</b>
<b>Executive Order Holidays</b>	

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

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

All new employees must satisfactorily complete their Trial Period to be entitled to use Personal Holiday time.

On or about January 1<sup>st</sup> of each year, Personal Holiday hours are added to an employee's record, (16 hours for regular full-time employees, and 8 hours for regular part-time employees). Each employee may select the day(s) on which the employee desires to take the additional holiday(s) provided for in this Section after consultation with and approval of their supervisor or Mayor. ~~If possible, t~~The employee should make his or her request for the Personal Holiday(s) at least 14

calendar days before the date requested.

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

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

## **8.10 RELIGIOUS HOLIDAYS**

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

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

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

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

## **8.11 BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES**

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

Regular Part-Time Employees: Compensation in the form of all leaves and paid holidays are pro-rated unless otherwise specifically stated in these Policies. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and forty (40) hours per week.

Temporary Employees: Temporary employees are eligible to receive paid sick leave in accordance with Section 8.2 of these policies. Temporary employees are not normally eligible to receive other benefits, including leaves, holidays, and insurance, unless such benefits and leaves are otherwise required by law.

## **CHAPTER 9** **EMPLOYEE RESPONSIBILITIES AND CONDUCT**

### **9.1 GENERAL CODE OF CONDUCT**

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

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

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

- (a) Use of public office or public position for private gain;
- (b) Giving preferential treatment to any person or entity;
- (c) Losing impartiality;
- (d) Adversely affecting the confidence of the public in the integrity of the Town.

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

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

### **9.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST**

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

- (1) Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
- (2) Is conducted during the employee's work hours;
- (3) Utilizes Town telephones, computers, supplies, or any other resources, facilities or equipment;
- (4) Is with a firm which has contracts with or does business with the Town; or,
- (5) May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

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

### **9.3 REPORTING IMPROPER GOVERNMENTAL ACTION**

#### General Policy:

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

#### Key Definitions:

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

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

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

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

- (1) Bring the matter to the attention of his/her supervisor, if non-involved, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.
- (2) Where the employee believes the improper action involves the supervisor, the employee may raise the issue directly with the Mayor.
- (3) The Mayor or his designee, as the case may be, shall promptly investigate the report of improper government action. After the investigation is completed, (within thirty (30) days of the employee's report), the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

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

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

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

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

Clark County Prosecutor  
1013 Franklin Street  
Vancouver, WA 98660  
360.249.3951

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

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

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

Seattle, WA 98104  
206.464.6684

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

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

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

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

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

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

Procedure for Seeking Relief Against Retaliation:

- (1) Employees must provide a written complaint to the supervisor within thirty (30) days of the occurrence of the alleged retaliatory action. If the supervisor is involved, the notice should go to the Mayor. If the Mayor is involved, the notice should go to the Town Council. The written charge shall specify the alleged retaliatory action and the relief requested.
- (2) The Mayor or appropriate official, as the case may be, shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge.
- (3) After receiving the Town's response, the employee may request a hearing before a state administrative law judge (ALJ) to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either fifteen (15) days of receipt of the Town's response to the charge of retaliatory action or forty-five (45) days of receipt of the charge of retaliation to the Mayor or Council for response.
- (4) Within five (5) working days of receipt of a request of hearing the Town shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence in the hearing. The ALJ will issue a final decision not later than forty-five (45)

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

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

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

#### **9.4 POLITICAL ACTIVITIES**

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

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

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

#### **9.5 NO SMOKING POLICY**

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

#### **9.6 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS**

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

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

## **9.7 USE OF TOWN VEHICLES AND EQUIPMENT**

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

## **9.8 BULLETIN BOARDS**

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

## **9.9 CONTACT WITH THE NEWS MEDIA**

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

## **9.10 SEAT BELT POLICY**

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

## **9.11 DRIVER'S LICENSE REQUIREMENTS**

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

## **9.12 SOLICITATIONS**

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

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

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

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

## **9.13 SAFETY**

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

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

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

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

## **9.14 SUBSTANCE ABUSE**

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

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

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

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

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## **CHAPTER 10** **DISCIPLINE AND TERMINATIONS**

### **10.1 TERMINATIONS**

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

### **10.2 ACTIONS SUBJECT TO DISCIPLINARY ACTION**

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

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

- (1) Misrepresentation or withholding of pertinent facts in securing employment.
- (2) Unauthorized use or possession of the Town facilities/property.
- (3) Unauthorized use of position for personal gain or advantage. Accepting unlawful gratuities or bribes.
- (4) Lying or dishonesty of any kind, on or off the job.
- (5) Smoking in any unauthorized posted area or creating fire hazards in any area.
- (6) Violation of dress standards.
- (7) Violation of the Town's telephone use policy.
- (8) Violation of the Town's Electronic Communications policy.
- (9) Failure to report an occurrence causing damage to the Town, a customer, or public property. Failure to properly secure the Town's facilities or property.

- (10) Loitering after completing day's work that results in the disruption of the Town's business or the work effort of other employees. Vending, soliciting, or collecting contributions for any purpose whatsoever during working time on the premises without the permission of the supervisor.
- (11) Unauthorized operation or use of machines, tools, or equipment to which the employee has not been specifically assigned.
- (12) Unauthorized recording of another employee's time record. Both employees can be subject to disciplinary action.
- (13) Habitual lateness for work. Absence without proper notification to immediate supervisor, excessive absenteeism, or insufficient reasons for absenteeism. Loitering, goofing off, failing to assist others in a work situation.
- (14) Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the Town or Town employees, on or off premises.
- (15) Disorderly conduct, including fighting on the premises. Rudeness, discrimination, intimidation, coercion, use of obscene language or gestures or lack of courtesy to the public or fellow employees. Immoral conduct while on duty.
- (16) Intentional falsification of records/paperwork in the performance of the Town's business.
- (17) Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work or follow reasonable instructions or directions. Concealing defective work.
- (18) Failure to observe safety practices, rules, regulations, and instructions. Negligence that results in or creates the risk of injury to others. Failure to wear required safety clothing and equipment.
- (19) Failure to promptly report to your immediate supervisor an on-the-job injury or accident involving an employee, equipment, property, or visitor.
- (20) Dishonesty or theft, including deliberate destruction, damage, or removal of the Town's or other's property from the premises, or any job site. Misappropriation or illegal use of the Town's supplies, equipment, or time for personal use or gain.
- (21) Possession, use, sale, or being under the influence of alcohol and controlled substances while on the Town's business (including standby duty). The only exception to this rule shall be for an employee using or possessing a controlled

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

- (22) Possession of explosives or weapons on the premises or any job site.
- (23) Conviction of a felony or misdemeanor.
- (24) Sexual harassment.
- (25) Discrimination, in the conduct of the Town's business on the basis of race, religion, sex, color, national origin, sexual orientation, or disability, age, marital status, pregnancy, or political ideology.
- (26) Disclosure of confidential information gained by reason of the employee's position or use of such information for the employee's personal gain or benefit.
- (27) Off-duty conduct of the employee that impairs an employee's work performance or the Town's reputation or interests.
- (28) Failure of the employee to meet his or her financial obligations in a timely manner such that they adversely affect job performance or the Town of Yacolt's image in the community.
- (29) Violation of the duties or rules imposed by this Manual or any other Town rule, regulation, administrative order, applicable state law or other lawful duty.

### **10.3 POSSIBLE DISCIPLINARY ACTION**

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

- (1) Oral Warning.
- (2) Written Reprimand.
- (3) Suspension.
- (4) Demotion.
- (5) Termination.

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

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

#### **10.4 LAYOFF**

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

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

#### **10.5 RESIGNATION**

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

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## **CHAPTER 11** **COMPLAINT PROCEDURES**

### **11.1 COMPLAINT PROCEDURES**

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

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

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

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

- (1) A description of the problem;
- (2) A specific policy or procedure which the employee believes has been violated or misapplied;
- (3) The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
- (4) The remedy sought by the employee to resolve the complaint.

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

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

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## **CHAPTER 12** **EMPLOYMENT CLASSIFICATION**

### **12.1 JOB DESCRIPTIONS AND SUPERVISION**

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

### **12.2 TOWN CLERK**

#### Position Summary:

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

#### Supervision Received:

The Town Clerk works under the direction of the Mayor.

#### Supervision Exercised:

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

#### Duties and Responsibilities:

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

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

#### Council Support:

- Prepares agenda for Mayor's review.

- Distributes Town Council agendas and agenda material.
- Oversees the preparation and advertising of Council meeting agendas and legal notices of regular and special public meetings of the Town Council.
- Attends all regular and special Town Council meetings and study sessions. Performs accurate recording of the proceedings, including equipment set-up and removal.
- Prepares Council minutes using proper legislative terminology, grammar and business writing, and updates minute books.
- Prepares reports for Council meetings as directed.
- Provides support for Council committees.
- Prepares annual budget.
- Monitors actual revenues and expenditures in accordance with the adopted budget for all funds.
- Oversees, balances, and accounts for the cash drawer, including receipts and cash.
- Codes receipts with appropriate BARS code number, and keeps records as needed to verify cash balances.
- Prepares bank deposits as needed, **at least weekly. Deposits of cash in excess of \$500.00 must be made within 2 business days of receipt.**
- Reconciles bank statements.
- Maintains auxiliary cash controls for balancing and other related accounting activities.
- Maintains accounts receivable and accounts payable records with appropriate BARS code numbers and follow-up on necessary collections.
- Maintains investments for all funds. Purchases and withdraws investments as needed.
- Reconciles investment statements with investment reports.
- Prepares draw payroll and monthly payroll and all associated payroll reports.
- Prepares quarterly financial reports.
- Prepares periodic financial, statistical or operational reports as assigned.
- Prepares annual financial reports; works with state auditors during periodic audits of Town finances, procedures and policies.
- ~~Receives monies & issues receipts for Clark Public Utilities & remits payments to CPU.~~
- Maintains Community Development Block Grant Program.
- Communicates official plans, policies and procedures to staff, Mayor, Council and the general public.
- Communicates with public and staff on Council action.
- Provides public records and information to citizens, civic groups, the media and other agencies per public disclosure regulations.
- Provide public information on Town Codes, Ordinances, Council meetings and Council actions taken.
- Serves as custodian of official Town records and public documents; performs certifications and arranges recording of legal documents and other records; seals and attests by signature to ordinances, resolutions, contracts, easements, deeds, bonds or other documents requiring Town certification; maintain tapes of public hearings by labeling, storing and recording in books as appropriate; maintains tapes of Council meetings; files all Town records.

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

Contract Administration:

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

Department of Labor and Industries.

➤ Provide timely return of retainage and bid on performance bond.

Insurance Claims:

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

Building Permits:

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

Land Use Requirements:

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

Miscellaneous Duties:

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

Peripheral Duties:

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

Knowledge, Skills and Abilities:

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

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

Education and Experience:

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

Special Requirements:

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

Equipment Used:

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

## 12.3 PUBLIC WORKS DIRECTOR

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

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

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

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

- Attends various hearings, seminars, and civic and business meetings on behalf of the Public Works Department.
- Establishes street logs to gauge effectiveness of maintenance programs.
- Reviews building permit applications for zoning compliance.
- Performs repairs and maintenance of Town buildings.
- Measures for the correct placement of graves; supervises excavation work and replacement of sod.
- Maintains public restrooms at Town park in a clean and sanitary condition.
- **Drafts Annual Performance Reviews for Public Works Maintenance Technicians; provides training/coaching/disciplinary actions for same.**

## **12.4 PUBLIC WORKS MAINTENANCE SUPERVISOR TECHNICIAN**

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

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

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

- Assists with periodic studies and analysis of street and pedestrian traffic flow, congestion, accidents, and other conditions affecting the safe and convenient use of streets and walkways
- Minor welding and fabricating related to maintenance of facilities and equipment - Experience using an acetylene torch
- Organize and maintain the Town's maintenance shop and other storage and working areas
- Supervises seasonal employees and Correction Center work crews

## 12.5 ASSISTANT CLERK

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

### Business Licensing:

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

### Public Information:

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

### Records Management:

- Serve as custodian of official Town records and public documents
- Cross-reference Council minutes, ordinances, resolutions, and agreements
- Enter information in computer database
- Prepare and file all records
- Maintain legal files, including records retention schedules

Secretarial Support:

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

Cemetery:

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

\*Reconcile and Receipt Monies:

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

\*Prepare Bank Deposit:

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

\*Process Payments on Various Accounts:

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

Building Permits:

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

\*Miscellaneous Duties:

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

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

## 12.6 ADMINISTRATIVE ASSISTANT

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

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

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## **CHAPTER 13 SUMMARY**

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

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

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

*[This space intentionally left blank.]*



## Town of Yacolt 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](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Update on Response From One Way Trigger

**Proposed Meeting Date:** February 9, 2026

**Action Requested of Council:** None; Update only

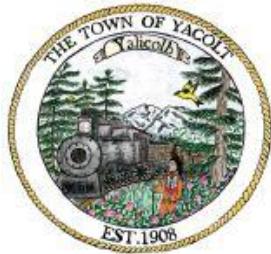
**Proposed Motion:** None; Update only

**Summary/ Background:** One Way Trigger (OWT) was served with legal documents on behalf of the Town of Yacolt regarding the gravel their company abandoned in the Rec Park parking lot. Brian Gerst will give a brief report on OWT's response.

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

[clerk@townofyacolt.com](mailto:clerk@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  
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**Phone:** (360) 686-3922

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Update on Plumbing Repairs at the Library

**Proposed Meeting Date:** February 9, 2026

**Action Requested of Council:** None; Update only

**Proposed Motion:** None; update only

**Summary/ Background:** The plumbing system at the library has had problems for the last couple of years. It has been scoped and jetted, and needs some major upgrades for the system to quit backing up. At the January 12 Council meeting, the Clerk was asked by Council to prepare and advertise an RFP so we can get bids for this project. The RFP was published in the Reflector and the Daily Journal of Commerce February 4<sup>th</sup>, and bids are due February 23<sup>rd</sup>. At the March 9<sup>th</sup> Council meeting, the bids will be presented for Council to vote on.

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

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

(360) 686-3922



## Town of Yacolt Agenda Request

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

**Name:** Clerk Fields

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

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

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Update on Recycling and Yard Debris Collection Contracts with Clark County

**Proposed Meeting Date:** February 9, 2026

**Action Requested of Council:** Listen to the presentation, get answers to any questions you may have

**Proposed Motion:** None; presentation only

**Summary/ Background:** Each year the County renegotiates the contract and usually an annual rate increase. There are no significant changes coming up, but in the past since the Town of Yacolt signs on to the County contract, it has been requested that the County come to our council meeting annually to just let us all know what is going on.

There is also some new legislation via the Recycling Reform Act (RRA) which they will update our council on.

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

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

(360) 686-3922



Yacolt Council Update from Clark County Solid Waste and Recycling  
February 9, 2026

### Recycling and yard debris collection contract rates

- Curbside hauling recycling and yard debris service rates are reviewed annually and updated according to the contract held with Waste Connections.
  - Garbage service fees are managed by the Washington Utilities and Transportation Commission and not by a contract with Clark County.
- Adjusted rates are based on inflation and fuel costs.
- No service changes in 2026.

Recycling Service	2025 rates monthly	2026 rates monthly
Single Family Urban – Every-Other-Week	\$7.49	\$7.53
Single Family Rural – Every-Other-Week	\$7.97	\$8.01
Single Family Urban/Rural – Recycling Processing Surcharge	\$1.61	\$1.14
Multi Family Per Unit	\$4.33	\$4.35
Multi Family Per Unit – Recycling Processing Surcharge	\$.51	\$.45

Yard Debris Service	2025 rates	2026 rates	Frequency
Basic subscription, with 96-gallon cart	\$8.50	\$ 8.25	Monthly
Additional 32-gallon equivalents (or portions thereof) per item, per pickup	\$3.69	\$ 3.69	Each
On-call service (96-gallons per pickup)	\$6.34	\$ 6.34	Per Pickup
On-call cart rental	\$1.92	\$ 1.92	Monthly

### Curbside battery collection update

- In 2023 Washington passed the Battery Stewardship Law (Chapter [70A.555](#) RCW). This law requires battery producers to fund and manage a statewide battery collection recycling system using a phased approach.
  - Household batteries by July 1, 2027
  - Medium and larger format batteries by 2029
- This law prohibits curbside battery collection as there will be an established system for free battery recycling.
  - Reduces fire risk and improves safety of haulers
  - Reduces contamination and improper set outs
  - Replaced with the producer managed system for free battery recycling
- The regional solid waste system, in partnership with the hauler Waste Connections, is creating an outreach and education plan to inform residents of changes to curbside battery recycling in 2027.



- The statewide stewardship organization will lead education and outreach efforts related to the new drop-off system.

### Recycling Reform Act (RCW 70A.208)

After 2030, recycling services will be offered to all households with curbside garbage service and drop-off access will be improved. This will expand service for people living in rural communities and apartments. Residents across Washington state will be able to recycle the same materials at a lower cost.

- Residents automatically enrolled in reduced cost recycling services (unless they opt-out) starting January 1, 2030.
- Reduced costs roll out in phases: 50% reduction in 2030, 75% by 2031, 90% by 2032 and thereafter.

### Household Hazardous Waste collection event

April 25<sup>th</sup> from 9 am to 1 pm at Yacolt Primary School (406 W Yacolt Road, Yacolt WA 98675).

 Household hazardous waste drop-off event in Yacolt

Residents of Yacolt and nearby unincorporated Clark County can drop off their hazardous waste at no cost!

**April 25, 2026**  
9am - 1pm  
No early or late admission  
Wait times may vary  
Limit of 200 pounds or 25 gallons

**Yacolt Primary School Parking Lot**  
406 W Yacolt Road  
Enter from W Yacolt Road

Contact us at [solidwaste@clark.wa.gov](mailto:solidwaste@clark.wa.gov) to request translated materials, materials in other formats, interpretation and other accommodations.

Clark County solid waste planning and programs are a cooperative effort of Clark County, Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal and Yacolt.

For other formats, contact the Clark County ADA Office  
Voice: 564.397.2322 / Relay 711 or 800.833.6388  
Fax: 360.397.6165  
Email: [ADA@clark.wa.gov](mailto:ADA@clark.wa.gov)

Funded in part by a Local Solid Waste Financial Assistance grant from the Washington State Department of Ecology.

### Education and outreach update

- Clark County Composter Recycler volunteer class in session!
  - Free workshops related to sustainable living, composting, green cleaning and low waste cooking are offered in April-May. For more information: [ClarkCountyComposts.org/Workshops](http://ClarkCountyComposts.org/Workshops).
- Food Waste Prevention Week, Sept. 28-Oct. 4, 2026.
- Get Green News straight to your inbox to keep up on all the latest workshops, volunteering opportunities and community events! Sign up at [ClarkGreenNeighbors.org](http://ClarkGreenNeighbors.org).



## Recycling Collection Contract Highlights

**History:** Since the early 1990's, Clark County has elected to procure recycling collection services for unincorporated urban growth areas and historically, cities of La Center, Battle Ground, and the Town of Yacolt have signed onto the contract. In 2022, the county switched from weekly to every-other-week collection and Battle Ground elected to contract separately. Recycling is mandatory for all customers who receive garbage collection once a month.

**Service provider/contractor:** Waste Connections of Washington Inc.

**Contract terms:** January 1, 2009 – December 31, 2028, with up to two (2) additional (2) two-year extensions.

**Service area:** Urban growth area of Vancouver or UGA, La Center and its UGA, and Yacolt and its UGA

**Routes:** 3 glass trucks run 6 routes – predominantly service the UGA, and additional 15 trucks run 29 routes to service this contract. A few trucks are split body trucks for the rural areas that collect glass and commingle separately in the same truck.

### Service information:

- **Customers:** total 80,000, 67,000 SF, and 13,000 MF
- **Tonnages:** 17,000 tons of recycling/year
- **Average pounds per set out:** Commingled recycling 17 pounds/customer/month. Glass 13 pounds/customer/month.
- **Setout rate:** 80%-90% of people set out their commingle recycling carts each week. 30%-40% of people set out their glass bins.
- **Customer type:** single-family and multifamily (189) apartment complexes.
- **Service level:** they provided a contractor supplied with a 64-gal or 96-gal cart for commingled recycling and a separate glass bin. Any additional recycling material outside of the 64-gal or 96-gal is collected at no extra charge.
- **Service type:** mandatory service for incorporated/urban residents and optional service for rural residents. It is an every-other-week pickup.
- **Material type:** Amendment 7 Appendix A – Co-Mingled (paper, cardboard, cartons, plastic containers, aluminum, tin, scrap metal) Glass (bottles and jars) Motor oil, antifreeze and batteries.
- **Cart color:** SF commingled carts with decal graphics – blue. SF glass container – dark green. MF commingled carts – blue. OCC – old, corrugated cardboard cages. MF glass carts – dark green or teal.
- **Cart swaps:** different/newer carts, or a change in size, the first one is provided at no charge, if they decide to switch again within a 12-month period then they are charged the "Replacement Cart" in Appendix C. If they request to switch again after a year, it will be at no charge. All broken or need to be repaired carts are swapped free of charge.



- **Vacation period:** stop service for vacations and pro-rate rates for service. Service stops will be offered for a minimum period of two (2) weeks. Customers shall be allowed up to a maximum of three (3) service stops per calendar year.
- **Missed collection:** If a customer calls about a missed pickup, then the customer can get it picked up either that day or the next free of charge, but if the customer forgot to set out their cart and got missed then they would be charged for a re-delivery fee in Appendix C.
- **Disabled collection service:** Contractor shall provide special collection service to customers that are not able to carry their cart to the curbside due to physical handicap, disability, or infirmity in cases where no other resident of the household can carry it.
- **Reporting requirements:** monthly and annual recycling tonnage, customer count, customer service statistics, etc. and quarterly and annual educator reports.
- **Educator:** 1 FTE recycling advocate and 1.5 FTE recycling coordinator
- **Education material:** annual newsletter, up to 4 bill inserts. The county logo shall be on contractor education material.

#### Quarterly revenue

- Each quarter – CRC (processor) gets paid the recycling processing surcharge as well as 30% of the recyclables' revenue. The recycling revenue is then split between WC (hauler) and the county. WC receives compensation per ton. The county receives the leftover amount from the gross recycling revenue after processing minus the compensation of per ton. In 2023, the county didn't receive any money. In Q4 2024 we received \$7,000, and in Q1 2025 we received \$5,000.

#### Annual collection rate adjustments

- Rate adjustments occur each Fall and collection rates get updated in January.
- Adjusted by the Consumer Price Index (CPI) and Fuel Indexes (Diesel prices).
- Recycling Processing Surcharge – covers the recycling processors cost to sort the material.

Service	2026 rates (monthly)
Single Family Urban – Every-Other-Week	\$7.53
Single Family Rural – Every-Other-Week	\$8.01
Single Family Urban/Rural – Recycling Processing Surcharge	\$1.14
Multi Family Per Unit	\$4.35
Multi Family Per Unit – Recycling Processing Surcharge	\$0.45
Replacement Cart	At Cost



## **Yard Debris Collection Contract Highlights**

**History:** Since the early 1990's, Clark County has elected to procure yard debris collection services for unincorporated urban growth areas and historically, cities of La Center, Battle Ground, and the Town of Yacolt have signed onto the contract.

**Service provider/contractor:** Waste Connections of Washington Inc.

**Contract terms:** August 1, 2025 – July 31, 2035, with up to two (2) additional (2) two-year extensions.

**Service area:** Urban growth area of Vancouver or UGA, Battle Ground and its UGA, La Center and its UGA, and Yacolt and its UGA

**Routes:** 5 trucks running a total of 10 routes, 5 routes one week, 5 routes the next week.

### **Service information:**

- **Customers:** total 43,000, 30,000 EOW, and 13,000 on-call
- **Tonnages:** 17,000 tons of yard debris/year.
- **Average pounds per set out:** 80lbs/month/customer(household).
- **Setout rates:** it ranges from 17% in winter to 30%-40% in spring and fall.
- **Customer type:** single-family (including duplexes, triplexes, fourplexes and mobile homes) and multifamily. Only 15 mobile units use this service.
- **Service level:** they can set out 96-gal (64-gal + 32-gal) worth of material. Each customer receives a free contractor-supplied 64-gallon or 96-gallon cart. Each additional 32-gal of material is charged as an extra in Appendix C.
- **Service type:** subscription-based service (not mandatory) and a choice between every-other-week or on-call.
- **Material type:** yard debris only (until the contract is amended to include food scraps).
- **Cart color:** all new carts that are delivered to customers are green (old Teal carts will be used until they are no longer serviceable).
- **Cart swaps:** different/newer carts, or a change in size, the first one at no charge, if they decide to switch again within a 12-month period then they are charged the "Cart replacement fee" in Appendix C. If they request to switch again after a year, it will be at no charge. All broken or need to be repaired carts are swapped free of charge.
- **Vacation period:** stop service for vacations and pro-rate rates for service. Service stops will be offered for a minimum period of two (2) weeks. Customers shall be allowed up to a maximum of three (3) service stops per calendar year.
- **Missed collection:** If a customer calls about a missed pickup, then the customer can get it picked up either that day or the next, but if the customer forgot to set out their cart and got missed then they would be charged for a return trip collection fee in Appendix C.



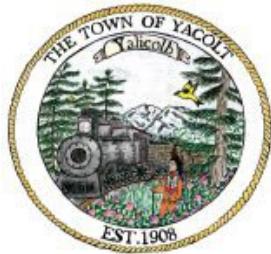
- **Disabled collection service:** Contractor shall provide special collection service to customers that are not able to carry their cart to the curbside due to physical handicap, disability, or infirmity in cases where no other resident of the household can carry it.
- **Reporting requirements:** monthly and annual yard debris tonnage, customer count, customer service statistics, etc. and quarterly and annual educator reports.
- **Educator:** .8 FTE is provided by the contractor, make presentations, events, etc.

Service	2026 rates	Frequency
Basic subscription, with 96-gallon cart	\$ 8.25	Monthly
Additional 32-gallon equivalents (or portions thereof) per item, per pickup	\$ 3.69	Each
On-call service (96-gallons per pickup)	\$ 6.34	Per Pickup
On-call cart rental	\$ 1.92	Monthly
Service restart fee, within one year of last service	\$ 11.45	Each
Cart replacement fee	At-cost	Each
Cart delivery, initial	No charge	No Charge
Cart delivery, subsequent	\$ 15.73	Each
Extra non-curb side	\$ 4.15	Per Pickup
Annual prepayment	\$ 96.17	Annual
Return Trip Collection	\$ 12.68	Each

- **Education material:** annual newsletter, up to 4 bill inserts. County logo shall be on contractor education material.
- **Pilot program:** County can renegotiate collection rates to create a pilot program that will include food scraps, which includes weekly collection for two (2) routes running five (5) days per week for twelve (12) months.

### Annual collection rate adjustments

Rate adjustments occur each Fall and collection rates get updated in January and are adjusted by the Consumer Price Index (CPI) and Fuel Indices (Diesel prices).



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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Presentation by Clark PUD Regarding Yacolt Water Supplementation

**Proposed Meeting Date:** February 9, 2026

**Action Requested of Council:** Listen to the presentation, get answers to any questions you may have

**Proposed Motion:** None; presentation only

**Summary/ Background:** Lately a lot of rumors have been circulating regarding Clark PUD's project to bring water from a new supply into Yacolt, thereby supplementing the water supply here. John Roth of Clark PUD will explain what the project will entail and give a rough timeline for the project. This should clarify what will happen and hopefully dispel any untrue rumors.

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

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

(360) 686-3922

## Yacolt Water Details

- 700 water connections
- Maximum Day flow was 382K, Average flow is 180K
- Current Well capacity is 390K/day
- New Pump Station Capacity is 750K/day
- Pipeline Capable of 3.5 MGD

Clark Public Utilities gets its water for the main regional water system from 35 ground water wells located throughout the unincorporated areas of Clark County. Clark Public Utilities water supply meets or exceeds all state and federal requirements for quality, and our top priority is to maintain an excellent level of quality in the water you drink. Our ongoing efforts to provide you with a healthy water supply include:

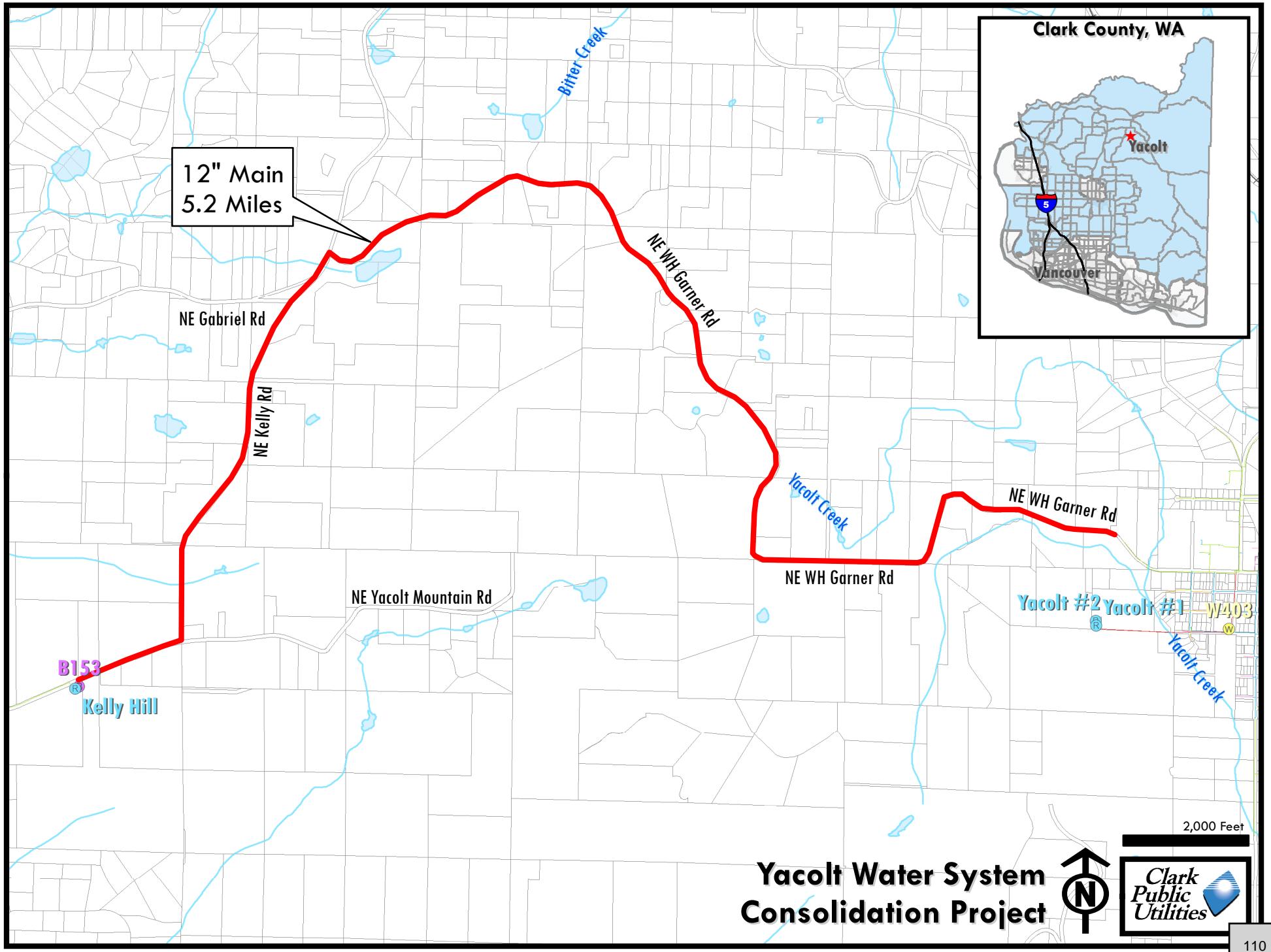
- Regularly testing all our wells and distribution system— we do this more frequently than required by the Washington State Department of Health. Last year, we tested 2,560 bacteriological samples, and we were only required to test 1,248.
- Checking water quality weekly at key locations throughout our distribution system.
- Routinely inspecting our above-ground water storage reservoirs.
- Independent laboratory testing for metals, organic compounds, bacteriological and other contaminants. We keep our water as natural as possible, adding only a trace of chlorine necessary to ensure the water delivered to your home is free of harmful bacteria.

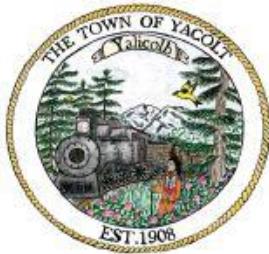
## Yacolt Water Main Construction Details

- The project will extend a 12-inch diameter water main with two pressure reducing stations, 5.2 miles long in Kelly Rd and WH Garner Rd, as shown on the project map to connect the Town of Yacolt with CPU's main water system.
- Construction is expected to start by June of 2026 and be completed by early 2027.
- During construction there will be delays along Kelly Rd and WH Garner Rd. Traffic will be slower than normal while the road is narrowed down from two lanes to one with flaggers who will be alternating the traffic around the work zone for everyone's safety. The work zone will continue to move along the project route as the pipeline is being laid.
- Residents directly impacted by construction activities will be notified in advance and traffic control signs will be used to direct drivers to safely navigate through the work area.
- Impacted roads will be repaved and the town's water system will be connected once construction of the pipeline has been completed.

## Quick Facts:

- Supply through the 12-inch main from the Kelly Rd Reservoir and booster pump station has the capacity to more than double the Town of Yacolt's current needs.
- 10X the amount of water that Yacolt currently uses could flow through the new 12-inch water main if additional future upgrades are made to Kelly Rd Reservoir and booster pump station to increase the capacity.





## Town of Yacolt Request for Council Action

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

**Name:** Clerk Fields

**Group Name:** Staff

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

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

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Clark County Arts Commission

**Proposed Meeting Date:** February 9, 2026

**Action Requested of Council:** After hearing the presentation by CCAC Chairman Steve Oglesby, decide if you want to appoint a Yacolt representative to the CCAC.

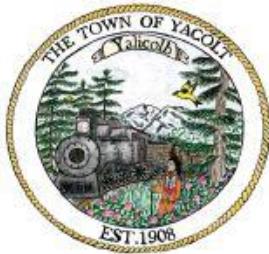
**Proposed Motion:** "I move that the Town of Yacolt appoints \_\_\_\_\_ to serve on the Clark County Arts Commission."

**Summary/Background:** Steve Oglesby, Chairman of the Clark County Arts Commission (CCAC), reached out to Mayor Shealy to invite the Town to appoint a representative to serve on their commission. They are interested in hearing Yacolt's perspectives and interests, to help them align their efforts with local priorities. Mr. Oglesby is here to present what the CCAC does and explain the benefits of representation.

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

(360) 686-3922

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)



## Town of Yacolt Request for Council Action

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

**Name:** Mayor Shealy

**Group Name:** Staff

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

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

**Email Address:** [mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** 2026 Parade Grand Marshal and Citizen of the Year

**Proposed Meeting Date:** February 9, 2026

**Action Requested of Council:** Think about who you want to nominate for the Parade Grand Marshal and Citizen of the Year. Make nominations if appropriate.

**Proposed Motion:** TBD

**Summary/Background:** The Town traditionally names a Grand Marshal for its parade during Rendezvous Days, and a Citizen of the Year (someone who has done a lot for the Town in the past year). We'd like to get a decision on this early this year so plaques can be ordered early and we can check that task off our list. This year's 250<sup>th</sup> celebration is going to be busy!

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

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)



## Town of Yacolt Agenda Request

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

**Name:** Mayor Shealy

**Group Name:** Staff

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Purchase/Replacement of Town Equipment

**Proposed Meeting Date:** February 9, 2026

**Action Requested of Council:** Consider the Mayor's report on the state of some of the Town's equipment and needs

**Proposed Motion:** None at this time

**Summary/ Background:** The Town owns several pieces of equipment which are old and becoming more of a burden to keep maintaining than they are worth. Also, the Town has a need for some equipment which it doesn't own. Mayor Shealy will give details. He wants Council members to start thinking about options/budgeting to accommodate these needs.

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

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

(360) 686-3922