

**Town of Yacolt  
Council Meeting Agenda  
Monday, May 13, 2024  
7:00 PM  
Town Hall**

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**Call to Order**

**Flag Salute**

**Roll Call**

**Late Changes to the Agenda**

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

- [1.](#) Draft Minutes from April 8, 2024 Council Meeting

**Citizen Communication**

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

**Unfinished Business**

- [2.](#) Rough Draft RFP for Security Cameras
- [3.](#) Rec Park Out Gate Options
- [4.](#) Elevator Maintenance Plans
- [5.](#) Pole Building Prices

**New Business**

- [6.](#) Council Meeting Procedures and Requirements
- [7.](#) 6-Year Transportation Improvement Plan Hearing for 2025-2030
- [8.](#) Complete Streets Ordinance
- [9.](#) Donation Requests

[10.](#) RMSA Cyber Security Pilot Free Offer

[11.](#) Grand Marshal and Citizen of the Year Nominations

**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.*

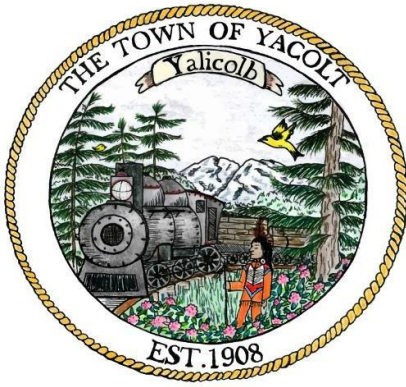
**Council's Comments**

**Mayor's Comments**

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

**Executive Session**

**Adjourn**



# Town of Yacolt

## Town Council Meeting Minutes

Monday, April 8, 2024  
7:00 PM  
Town Hall

### Call to Order

7:00 PM

### Flag Salute

### Roll Call

Council Members Present: Kandi Peto, Ronald Homola, Marina Viray

Council Members Absent: Joe Wisniewski, Craig Carroll

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

A motion was made by Council Member Homola to excuse the absences of Council Members Wisniewski and Carroll.

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

**Aye:** Peto, Homola, Viray                      **Nay:** 0                      **Absent:** Wisniewski, Carroll

**Motion Carried**

### Late Changes to the Agenda

Agenda item 5 will have an associated Public Hearing

### Approve Minutes of Previous Meeting(s)

#### 1. 3/11/24 Council Meeting

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

**Aye:** Peto, Homola, Viray                      **Nay:** 0                      **Absent:** Wisniewski, Carroll

**Motion Carried**

#### 2. 3/18/24 Special Council Meeting

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

**Aye:** Peto, Homola, Viray                      **Nay:** 0                      **Absent:** Wisniewski, Carroll

**Motion Carried**

### Citizen Communication

- A citizen spoke regarding a neighbor dog getting out and biting her so; complained fence permit had not been issued.
- Kimberly Goheen Elbon spoke about governments that don't serve their people, asked for meetings to be video recorded; appreciates Yacolt. Spoke about voter integrity, and she will leave papers about how upset Battle Ground is about railroad changes, mining, and shipping

rock.

- Cindee Clark spoke regarding building permits, it was her fence that had not been permitted to build, and her dog that bit neighbor.
- Michelle Brannan & Eric Hemphill spoke about their interest in lot at 210 Railroad Ave., thinking of mixed use commercial bldg, asked what kind of business the community wants? Wants to do a JiuJitsu business + 24 hr fitness studio w/key fob entry. Will require a Conditional Use Permit. Offices will be upstairs; weighing ideas.
- Juan Rivera Strandberg wants to enter into a franchise agreement; should be at the next meeting; in partner with CPU to run fiber optics; says he can provide better service than CenturyLink for less money. Planning the west side of town for now, plus North, South next 45 days, to meet FCC standards.
- Citizen raised question about growth management, Mayor Shealy answered. Former Mayor Carothers suggested people need to come to council meetings to be informed, stop rumors, drama and bickering. People need to spread the truth.
- Citizen asked about getting roads repaired.

### Unfinished Business

3. **NCLL Batting Cage Permit** – actual size of batting cage is 32'x81', foot print of concrete is 30x80', the Town of Yacolt will own, no power for now. Motion was proposed for the Mayor to sign the building permit application, since the Town actually owns the property.  
**Motion:** Peto                    2<sup>nd</sup>: Viray  
**Aye:** Peto, Homola, Viray                    **Nay:** 0                    **Absent:** Wisniewski, Carroll  
**Motion Carried**
4. **Council Review of Security Camera System Features list** – Council member Homola suggested automatic zoom features, continuously running, length of warranty and maintenance agreements, night vision with facial recognition clarity up to a certain distance, clearly recognize IR lens resolution vs. night vision, number of cameras agreed upon per park. David Ridenour will try to bring RFP to next meeting. Former Mayor Carothers appreciated the due diligence put into the research.
5. **ORD 597 Budget Amendment** – Clerk explained amendment, citizens posed questions answered by David Ridenour.

### New Business

6. **C-Tran Long-Term Plan Community Outreach-** Taylor Eidt & Eric Florip from C-Tran passed around "C-Tran 2045" informational flyer. Eric described mission to discover how to serve communities via outreach, service, capital investments, financial plan. The Yacolt Route (47) makes three trips a day to Van Mall, stops in BG, wants to find out if their service is working for this community such as times, frequency, and route. Citizens suggested Clark County Fair route to include Yacolt, run 7 days a week, add 9am and 3pm trips, asked what the ridership count is (\*answered 4-5 per trip) and if smaller buses would work. C-Tran will return in the summer to confirm our needs.
7. **2025-2027 EMS Excess Levy Resolutions** – Chief Shirley explained how NCEMS is funded. Clerk



clarified that the minimum required number of votes is 77, with 60% of them being “Yes” votes in order for the levy to pass.

8. **Community Events and Benches** – Melissa Yahn presented bench idea and showed a sample with prices. Interested parties can contact her to order. Council member Homola suggested raising the prices to include concrete and installation. Maybe add short bio on people featured on the benches to Town Website. Melissa is organizing 4<sup>th</sup> of July Parade., offered agenda, listed changes, asked for volunteers, will have packets available. Discussion about closing roads, rent or get donations for barricades. Suggested Rotschy or traffic control companies. Also, the Circus is May 27<sup>th</sup> & 28<sup>th</sup>, get tickets at Impact, proceeds go to NCLL, North Country Lions and BYCX. Car Show will be Aug 17<sup>th</sup>, will close Parcel, 50/50 raffle will benefit Listen Line. Also informed attendees of a June 1 Charity Auction at BG Community Ctr.
9. **RES 626 Opposing Commercial Use of Railroad through Yacolt** – Table Until June Meeting, Council member Homola shared that a \$3.2M grant to improve Chelatchie Railroad would replace gravel trucks on the roads. Public Works Dir Gardner offered information regarding a \$10M donation which has been made toward Railway improvement through Battle Ground which would enable the Railroad to haul 1M tons of gravel a year. They want to have an open forum to inform public about project. Dan Weaver has been working toward this for years. 30 train cars round trip per day at 5mph, horns must be 1000 feet before first crossing. Citizens are concerned about trains causing damage to roads and homes, plus causing delays.
10. **Rotate Finance Committee** – Kandi Peto nominated herself, Council member Homola seconded the nomination, Peto, Homola and Viray voted AYE and there were no NAYs. Nomination passed.

#### **Additional Citizen Communication** - None

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

- \$794 brought in from donations and Easter Basket Raffle
- Permitting taking up a lot of time, Public Records taking up a lot of time as well
- First Vendor Market 4/13 at Central Park
- Work underway for ARPA report, due April 30<sup>th</sup>

#### **Public Works Department Report**

- Moved logs at the ballfield for improvements.
- Preparing to open Park bathrooms; apprehensive due to vandalism at Moulton Park bathrooms
- Hired PTE to help mow, will be appx 5 hours a day seasonally; planning to hire 1 more
- Attended Railroad Advisory Committee meeting and will continue to do so.

#### **Attorney's Comments**

- Will check on passing ordinance to be able to accept donations or bypass resolution.
- Lots of work this month: many lots in RR Ave subdivision started to work before permits, all property owners stopped once asked to; took lots of time collaborating with Public Works and Clerk's offices.
- Updated Hardin Case
- Legal Tidbit – Voting, a quorum is required. No money spent unless approved at a regular

meeting. Must have quorum's vote of 3 council members.

**Council's Comments**

Viray – Thanked all who helped with Easter Egg Hunt.

Homola – NCEMS meeting, running excess levy, Fargher Lake Station now operating; open house in June; Volcano Rescue Team got a new trailer with grant from Cowlitz Tribe, plus a snow machine; now have 3 F/T ambulances; fuel spill cost over \$140k for fuel spill clean up.

**Mayor's Comments**

Thanked all that helped with Egg Hunt; community really showed up.

Former Mayor Jeff Carothers attended Former Mayor Weldon's funeral on behalf of Yacolt

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

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

**Aye:** Peto, Homola, Viray      **Nay:** 0                      Absent: **Wisniewski, Carroll**

***Motion Carried***

**Executive Session Began: 10:05pm Ended: 10:15PM**

**Adjourn** 10:16 pm

\_\_\_\_\_  
Mayor Ian Shealy

\_\_\_\_\_  
Clerk Stephanie Fields

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



## Town of Yacolt Request for Council Action

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

**Name:** Mayor Shealy

**Group Name:**

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Security Camera RFP Rough Draft

**Proposed Meeting Date:** May 13, 2024

**Action Requested of Council:** Review the draft of the RFP to confirm that it includes all that you wish to have it include. Suggest any changes you wish to see.

**Proposed Motion:** TBD, depends on outcome of discussion

**Summary/ Background:** During several prior council meetings, Council has discussed features they would like to see in a network of security cameras to be placed on various Town properties. Attached is a rough draft of a Request for Proposals to be advertised so that the Town secures the best deal it can to meet its needs. It may be a good idea for a committee of two council members to meet and go over the RFP one more time to fine tune it before it gets advertised.

Below are the State's rules for procurement of an electronic security system:

#### **RCW 39.04.270**

#### **Electronic data processing and telecommunications systems—Municipalities—Acquisition method—Competitive negotiation—Findings, intent.**

(1) The legislature finds that the unique aspects of electronic data processing and telecommunications systems and the importance of these systems for effective administration warrant separate acquisition authority for electronic data processing and telecommunication systems. It is the intent of the legislature that municipalities utilize an acquisition method for electronic data processing and telecommunication systems that is both competitive and compatible with the needs of the municipalities.

(2) A municipality may acquire electronic data processing or telecommunication equipment, software, or services through competitive negotiation rather than through competitive bidding.

(3) "Competitive negotiation," for the purposes of this section, shall include, as a minimum, the following requirements:

(a) A request for proposal shall be prepared and submitted to an adequate number of qualified sources, as determined by the municipality in its discretion, to permit reasonable competition consistent with the requirements of the procurement. Notice of the request for the proposal must be published in a newspaper of general circulation in the municipality at least thirteen days before the last date upon which proposals will be received. The request for proposal shall identify significant evaluation factors, including price, and their relative importance.

(b) The municipality shall provide reasonable procedures for technical evaluation of the proposals received, identification of qualified sources, and selection for awarding the contract.

(c) The award shall be made to the qualified bidder whose proposal is most advantageous to the municipality with price and other factors considered. The municipality may reject any and all proposals for good cause and request new proposals.

[ 1996 c 257 § 1.]

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

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

(360) 686-3922



# Town of Yacolt

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[www.townofyacolt.com](http://www.townofyacolt.com)

**DRAFT #1 – 5/9/2024**

## REQUEST FOR PROPOSAL (RFP)

# YACOLT SECURITY CAMERA PROJECT

SCHEDULE OF EVENTS	
Issue RFP / Advertisement	June 2024
Pre-Proposal Meeting (Optional)	June 2024 (Time)
Responses to Questions Posted	July 2024 (Time)
Proposals Due	July 2024
Finalists Selected	August 2024
Town Council Award	August 2024
Estimated Project Start	

The Town plans to adhere to the implementation of this RFP process, but reserves the right to make changes to the schedule described above.

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Single Point of Contact: Stephanie Fields, Town Clerk  
Phone: (360) 686-3922  
Email: [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

Address: Town of Yacolt  
Attn: Town Clerk  
202 W. Cushman Street  
Yacolt, WA 98675

P.O. Box 160  
Yacolt, WA 98675

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### A. INTRODUCTION

#### 1. Purpose

The purpose of this Request for Proposal (“RFP”) is to obtain Proposals from qualified Vendors interested in providing a cloud-based camera system for the Town of Yacolt’s Security Camera Project.

#### 2. Background

The Town of Yacolt is planning to update its surveillance camera systems monitoring various public properties. Currently, the Town owns different makes and models of cameras and Video Management Software (VMS), much of which is non-functional, defunct, end of life, and/or only accessible via local physical connections. The Town

intends to replace these numerous cameras and systems with a new cloud-based camera system. As the Town develops new public parks and other facilities, the need for more cameras, in addition to the need for an easily accessible and centrally managed camera system, becomes more apparent. The Town’s staff currently experiences frequent issues with offline cameras, poor footage quality, and the inability to pull desired footage.

In addition to failing camera hardware and Network Video Recorder / Digital Video Recorder systems, (“NVR/DVR”), the various current Video Management Software (“VMS”) does not function satisfactorily, is cumbersome to manage, and difficult to operate. The current systems are locally stored, managed, and operated, and lack common VMS features such as reporting, notifications, alarms, security updates, and firmware updates. The system lacks video clarity sufficient to identify people on public property and software to enable license-plate recognition and similar beneficial tools.

The Town is requesting proposals from qualified Vendors for the procurement, design, installation, configuration and maintenance of a modern expandable security video camera management system for the following [redacted] ( ) Town facilities:

1. Yacolt Town Hall
2. Yacolt Central Park
3. Yacolt Recreational Park
4. Yacolt Recreational Park Parking Lot
5. Yacolt Town Park
6. Yacolt Public Works Facility
7. Yacolt Little League Ball Fields
8. Yacolt Cemetery

**3. New and Used**

All equipment, parts and material shall be new, unused, manufacturer's latest model and in current production. All materials shall have written specifications to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and longevity.

**4. Project Completion Date**

The anticipated desired completion date is [redacted] months from the date of a signed contract.

**5. Best Modern Practices**

All work, including design, shall be performed and completed in accordance with the best modern practices. No detail necessary for safe and regular operation shall be omitted.

**6. Public Records Act**

Washington State Law (reference RCW Chapter 42.56, the Public Records Act) declares that all materials received or created by the Town of Yacolt are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington’s Public Records Act requires that the Town promptly disclose public records upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law, (See, RCW 42.56 and RCW 19.108).

Vendors / Proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature’s website at <http://www1.leg.wa.gov/LawsAndAgencyRules>.

### **7. Minimum Qualifications**

The following are minimum qualifications and licensing requirements that the Proposer must

meet for their proposal submittal to be eligible for evaluation. The Town requests a one-page or appropriate-length document as part of your proposal response, to clearly show compliance to these minimum qualifications. The Town may choose to determine minimum

qualifications by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how your firm meets the minimum qualifications without looking at any other material. Proposals that are not clearly responsive to these minimum qualifications may be rejected by the Town without further consideration:

1. \_\_\_\_\_ Certifications
2. \_\_\_\_\_ Certifications
3. \_\_\_\_\_

## **B. SCOPE OF WORK**

The scope of work required under this RFP includes the procurement of the security cameras and associated equipment (including software), design, installation, implementation, configuration, testing, on-site maintenance and training. The selected Vendor will be responsible for recommending type and number of security cameras, and any other applicable equipment, hardware and software associated with the security cameras. The selected Vendor must ensure it has adequate resources to provide these services and to meet the needs of the Town.

The security video camera management system recommended by the Vendor for these facilities must have the following features:

1. Centralized management system and standardized access.
2. Able to be viewed from a computer via a web browser and from a cellular telephone.
3. Show historical video while recording, hold historical data for a minimum of 30 days and download video.
4. Record on motion, adjust to daylight and night time vision.
5. Alarm notification must have video monitoring station.



6. Monitor the entire identified area at each facility.
7. Allow future growth of the system to accommodate additional cameras and locations.
8. High Definition cameras capable of viewing fine details, (*describe – recognition of faces and license plates, etc.*).
9. Control of the focus settings, angle and positioning of the cameras remotely or through the centralized management system.

(The Town will consider any additional features suggested by the Vendors.)

**1. Existing Environment**

The primary monitoring station will be located in Town Hall at 202 W. Cushman Street, Yacolt, Washington. Proposals should assume that existing equipment and conditions are limited to the following:

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**2. Locations**

The properties to be served by the new security camera systems are listed on page 3 of this RFP and described in Exhibits \_\_\_ through \_\_\_.

**3. Town Responsibilities**

The proposed system must meet or exceed the following mandatory functional requirements.

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**4. Server Technical Requirements**

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**5. Video Surveillance Technical Requirements**

The proposed system must meet or exceed the following mandatory functional requirements.

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Camera Placement: View Area: All outdoor cameras should have the following specifications at a minimum:

- a). IP66 Rating to protect against dust and environmental elements
- b). IK09 rating for vandal resistant housing
- c). Infrared Illumination for night visibility
- d). Capability to produce 30 FPS or more
- e). Image stabilizing to reduce blurring

- f). Day/Night capability
- g). Pan, Tilt, Zoon (PTZ) capability
- h). RJ45 Connectivity
- i). Power Over Ethernet (PoE)
- j). 4-megapixel resolution
- k). Must have tamper detection
- l). Must have motion detection
- m). SD Card Slot

Objectives:

- a). Ability to expand to other buildings at the Town in the future.
- b). Ability to record when triggered by motion.
- c). Ability to set notifications based on specific geographic movement.
- d). Ability to use night vision during hours of darkness.
- e). Ability to provide flexible viewing options in different locations across a facilities' sites.
- f). Ability to control the level of magnification (zoom).
- g). Retain a minimum of 30 days of recordings.
- h). Ability to search and review video events by type, geographic region within the frame, time, and motion.
- i). Ability to quickly export video content as an open-source format file.
- j). All public internet traffic to and from the solution must be encrypted.

Responsibilities: The Proposer will have the following responsibilities:

- a). Provide all camera hardware that meets the minimum specifications listed under the camera hardware.
- b). Provide all mounting hardware.
- c). Terminate network cabling at the camera end.
- d). Full installation of security cameras including mounting, cable terminations, aligning, and programming.
- e). Installation and programming of server hardware.
- f). Installation of all software.
- g). Provide documentation with operational procedures, configurations, usernames, and passwords.
- h). Provide an asset list of all hardware with IP addresses, MAC addresses, serial numbers.
- i). Turnkey solution.

**6. Implementation Plan**

The Proposer will develop and include in the RFP a detailed implementation plan document. The implementation plan will be used to monitor and assess the progress and provide system documentation. The implementation plan document will at a minimum include:

- a). Hardware installation and configuration.
- b). Software installation.
- c). Testing.
- d). Validation.

- e). Client deployment.
- f). User training and documentation.

**7. Defects Corrections**

Throughout implementation and during the terms of all support and maintenance agreements, including all renewal periods, Proposer will correct all defects to the extent those defects originate from the acts or omissions of Proposer's products or personnel.

**8. Training**

The Proposer must list training options, time requirements, and “Best Practices” recommendations in the cost proposal. Training options should include but not be limited to:

- a). System Installation
- b). System Administration

Proposer must list in the cost proposal whether the training is provided offsite or onsite, training duration, and the training level.

**C. PRE-PROPOSAL SITE VISIT**

**A non-mandatory site visit will be held on \_\_\_\_\_, June \_\_\_\_\_, 2024.**

Vendors will be provided an opportunity to tour the facilities with Town Staff. The tour will begin at Town Hall at 202 W. Cushman Street, Yacolt, Washington, at 10:00 AM.

**Please arrive on time.** From Town Hall, Town Staff will take the Vendors to each of the facilities. RSVP and attendance is NOT required. It is strongly recommended that all Vendors attend the site visit. Selection criteria points will be awarded to Vendors that attend the site visit. Please direct any questions regarding the site visit to Stephanie Fields, Town Clerk, at (360) 686-3922, or by email to [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com).

**D. QUESTIONS AND MORE INFORMATION**

If it becomes necessary to provide supplemental information regarding this RFP, the information will be provided electronically via email. If you wish to receive any supplemental information, please make a request via email to Stephanie Fields, Town Clerk by email to [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com).

All questions regarding this RFP must be submitted in writing via email to the Town Clerk at [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com). Answers to submitted questions will be posted on the Town’s RFP webpage at <https://www.townofyacolt.com/rfps>. In order to make information available to all proposing Vendors, **all questions regarding the RFP must be submitted by Wednesday, \_\_\_\_\_, 2024. Include “Yacolt Security Camera System Project - Questions” in the email subject line.**

To maintain the integrity of this process, elected officials shall not be contacted regarding this RFP by any Proposer until after the selection of the preferred Proposal.

## E. PROPOSAL SUBMISSION

Vendors shall submit one (1) full electronic copy in PDF format (15 megabytes maximum file size) of the proposal via email to Stephanie Fields, Town Clerk at [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com).

**Include “Yacolt Security Camera System Project” in the email subject line.  
Proposals must be received no later than 3:00 PM on Wednesday, \_\_\_\_\_, 2024.**

*[Include option for mail or hand-delivery?]*

It is the Vendor’s responsibility to confirm delivery of a proposal by requesting a confirmation via email. If a response is not received from the Town, it is the bidder’s responsibility to contact the Town via telephone or email to request confirmation.

Proposals submitted past the aforementioned date and time will not be accepted and will be disqualified from further consideration. All proposals and any accompanying documentation become the property of the Town and will not be returned.

All proposal documents submitted in response to this RFP shall become the property of the Town and shall be considered public documents under applicable Washington State laws.

## F. SUBMITTALS

All submissions become property of the Town and will not be returned. All conditions contained in this RFP are considered accepted by the Proposer in any proposal submitted. The accepted proposal will become part of the formal contract and will be included as an attachment to the contract.

The proposal pricing must remain in effect for at least ninety (90) days after the date of submission.

Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the proposer.

Proposers shall submit proposals on company letterhead and be signed with an authorized signature below the following statement: “By signing this proposal, the undersigned hereby acknowledges that they are authorized and duly bound to execute this document on behalf of the company and that his/her signature is binding on the company.”

Proposals shall include the following sections:

- 1). Proposers experience and qualifications: The proposal should include the names of individuals from those firms who will be working on the project and their areas of responsibility. Please describe specific experience of the individuals related to the project. Provide an evaluation based upon the proposer's previous successful implementation of similar integrated systems. Reference and contact information must be included. References may be checked.
- 2). Proposers partner relationships with the products that they are quoting.
- 3). Submit manufacturer's product data and specifications for each material and equipment, including other data as may be required to show compliance with these specifications.
- 4). Installation, testing, training, activation, service, and maintenance: Provide a written, detailed implementation plan describing how and when the hardware and software will be installed and fully ready for Town operation.
- 5). Cost: Proposal shall include the full price for the system, including detailed pricing of labor; all software listed out; all hardware listed out; cost of services, etc. Prices shall include delivery, installation, integration, and acceptance testing. The Proposal shall include an allocation for the appropriate sales and use tax.

## **G. PROPOSAL CONTENT**

Submitted proposal must contain the following:

1. Company name and address.
2. Cover letter signed by an individual authorized to bind the respondent, stating their interest and that they have read and will comply with all terms and conditions of the RFP.
3. Provide primary contact person name, title, telephone number and email address.
4. List team members who will be responsible for providing the services and for ongoing support. Describe their qualifications, position(s) in the company, and types and amount of experience. Be sure to include any public agencies they have worked with in the past five (5) years and their experience with the recommended equipment.
5. Include four (4) or more references with the following information: name of clients with similar projects within the past five (5) years, scope of work, location, start and completion date, estimated project cost, and the name and telephone number of the project manager.
6. Provide list of contractors, sub-contractors, and/or electrical contractors, if any, and the services they will provide.

7. Provide specification documents for all major equipment proposed as part of this RFP and a description of the Vendor's experience with the equipment.
8. Provide an itemized list of all costs and fees associated with the project. Indicate any recurring license fees. Include a price list for standard services and equipment, software (including licensing fees), maintenance fees, warranties and technical support.
9. Describe approach to quality control, project management and product delivery.
10. Include an implementation schedule with an estimated project start date of February 8, 2021. Note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
11. Identify any impediments or issues that the bidder foresees related to their timely completion of the proposed project.
12. Describe training to be provided for Town staff that includes managing user accounts, data retrieval and maintenance.

The Vendor may include any additional information that is believed to be pertinent and helpful, but not specifically requested in this RFP.

## **H. REQUIREMENTS FOR VENDORS**

1. The selected Vendor shall obtain a Yacolt business license prior to the execution of a contract.
2. The selected Vendor is expected to comply with all applicable federal, state, and local regulations.
3. If the Vendor outsources any work or job to a contractor or sub-contractor, it will be the Vendor's responsibility to ensure all sub-contractors meet the requirements stated in this RFP. (Relevant information about the contractor should be included with the proposal.)
4. The Town will require the successful Vendor to provide Certificates of Insurance evidencing required coverage types and minimum limits.
5. The Vendor must warrant, at a minimum, the system shall be free of all defects in equipment, material, and workmanship for a minimum period of one (1) year from the installation date.
6. The Vendor must identify any warranty conditions and periods in excess of one year, and the cost therefor, if any.

7. The Vendor shall pay prevailing wages to employees on this public works project.
8. All work that requires a Washington contractor's license shall be performed by a Washington licensed general contractor, and electrical work shall be completed by a licensed electrician where legally required.

## **I. PROPOSAL EVALUATION**

The Town's designated staff will evaluate proposals received. During the review process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of errors, or omissions. Any and all changes to the RFP will be posted on the Town's RFP webpage for bids and RFPs: (<https://www.townofyacolt.com/rfps>).

Proposals will be judged on the Vendor's ability to provide the experience, equipment and services that meet the requirements set forth in this RFP as described in their submitted proposal. The Town reserves the right to make such investigations as it deems necessary to determine the ability of the Vendor to provide services meeting a satisfactory level of performance in accordance with the Town's requirements. Interviews and presentations by one, several, or all of the Vendors may be requested by evaluators if deemed necessary to fully understand and compare the Vendor's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

Contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the Town. After evaluating the proposals, the Town reserves the right to further negotiate the proposed work and/or method and amount of compensation.

## **J. SELECTION CRITERIA**

Proposals will be considered based on the following criteria, points shown in parenthesis:

### Version 1:

- Attended site visit. (10)
- Knowledge and expertise of individuals that will work on the project. (10)
- Prior relevant projects and experience. (10)
- Experience with proposed equipment. (10)
- Project cost. (10)
- Approach to quality control, project management and product delivery. (10)
- Readiness and availability. (10)

### Version 2:

The Town will use the following factors to evaluate the proposals:

1. System capabilities of meeting the requirements as set forth in the Technical Requirements.
2. Installation, integration, testing, training, and service: Evaluation based on the implementation plan, timeline, user training plans, and required maintenance.
3. Respondent experience and qualifications related to maintaining the video surveillance and access control systems in a like environment.
4. Respondent references for comparable services.
5. Total cost for services.
6. RFP response document completeness.

Version 3:

Factor Weight Given:

- 1). Responsiveness of the written proposal to the purpose and scope of service. 40%
- 2). Price. 30%
- 3). Ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work. 30%

Total Criteria Weight 100%

Additional Selection Method:

Following receipt and review of the proposals by the Town, selected firm(s) may be invited to an interview with the Town's representatives. The decision to interview respondents will be at the Town's sole discretion based on evaluation of each respondent's proposal.

Although the Town may conduct interviews to select final candidates for award of this work, it is not the Town's intent to seek extensive clarification of the proposals received. Therefore, it is to the benefit of the respondent to provide an explicit, detailed, and complete discussion of the work in the proposal.

**K. NOTIFICATION TO UNSUCCESSFUL PROPOSERS**

Proposers, whose proposals have not been selected, will be notified by email or regular mail.

**L. NEGOTIATION**

The Town reserves the right to negotiate any and all elements of a proposal that Yacolt determines is the most advantageous to the Town when considering price and other factors. The Town reserves the right to be the sole judge of the acceptability of a response. This RFP anticipates a competitive negotiation process. The Town will evaluate the proposals in accordance with RCW 39.04.270 in order to determine the most advantageous proposal.

**M. CONTRACT DEVELOPMENT**



The Town intends to enter into a contractual agreement with the apparent successful Proposer for providing the needed services. Contract negotiations will proceed following selection of the apparent successful proposal. The content of the Request for Proposals and the successful proposal will become integral parts of the contract but may be modified by the provisions of the contract. If a contract, for any reason, cannot be negotiated, another Proposer may be selected based on the discretion of the Town.

## **N. AWARD**

There is no commitment on the part of the Town to accept the lowest cost proposal or the conditions imposed by the Proposer as a requirement of acceptance. Although these are significant evaluation factors, the Town reserves its unqualified right, without limitation, to consider any and all other factors that may significantly impact the proposal. The Town of Yacolt is an equal opportunity employer and encourages all qualified small and disadvantaged owned consulting firms to respond.

The final decision is the sole decision of the Town of Yacolt, and the respondents to the RFP have no appeal rights or procedures guaranteed to them.

## **O. PROJECT PROGRESS**

The Contract must begin upon approval by the Town, and the selected Vendor shall commence work after notification to proceed by the Town. The selected Vendor is advised that any recommendation for contract award is not binding on the Town until the Agreement is fully approved by the Town Council and executed by the Town's Mayor.

## **P. COMPENSATION.**

- 1). Please present detailed information on the firm's proposed fee schedule for the specifications proposed and for any variation for non-routine services, inclusive of Washington state sales tax and any other applicable governmental charges. Please provide specifics as to definitions of routine versus non-routines tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.
- 2). Payment by the Town for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the Town and approved by the Town Council. The billing statement shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

## **Q. VENDOR'S UNDERSTANDING OF RFP**

In responding to this RFP, the Vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the Town as necessary to gain such understanding. The Town reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the Town reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the Town.

## **R. GOOD FAITH STATEMENT**

All information provided by the Town in this RFP is offered in good faith. Individual items are subject to change at any time. The Town makes no certification that any item is without error. The Town is not responsible or liable for any use of the information or for any claims asserted there from.

## **S. OTHER TERMS AND CONDITIONS.**

1. The Town reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
2. the Town reserves the right to request clarification of information submitted, and to request additional information from any proposer.
3. The Town reserves the right to cancel and/or to reissue the RFP in whole or in part, prior to making a decision. The Town also reserves the right to change the project schedule. All decisions by the Town will be final.
4. The Town reserves the right to award any contract to the next most qualified proposer if the Town terminates negotiations with the successful proposer or the successful proposer does not execute a contract within thirty (30) days after the award of the proposal.
5. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the Town the services described in the attached specifications, or until one or more of the proposals have been approved by the Town, whichever occurs first.
6. The contract resulting from acceptance of a proposal by the Town shall be in a form supplied or approved by the Town, and shall reflect the specifications in this RFP. *A copy of the contract is available for review and shall include requirements to comply with ADA, Civil Rights Act, and EEO requirements.* The Town reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the Town Attorney.

7. *The Town, as a recipient of federal funding, 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 bids 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.*
8. The Town shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
9. All costs incurred in the preparation of a proposal and participation in the RFP process shall be borne by the participating Vendors.
10. The Town reserves the right to continue a business relationship with the Vendor selected or may conduct a new selection process for future services beyond those services identified in this RFP.

**-- End of RFP --**

Exhibit A – Town Hall





Exhibit B – Town Park



Exhibit A – Recreation Park





Exhibit A – Recreation Park Parking Lot







Exhibit A – Yacolt Library and Central Park





## Town of Yacolt Request for Council Action

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

**Name:** Mayor Shealy

**Group Name:**

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Traffic Teeth for Out Gate at Rec Park Parking Lot

**Proposed Meeting Date:** May 13, 2024

Action Requested of Council: Consider whether you'd like the Town to install either traffic teeth or a regular (or automatic timed) swing gate at the Rec Park Parking Lot

**Proposed Motion:** "I move that the Town pursue installation of \_\_\_\_\_ at the Out Gate at the Rec Park Parking Lot"

**Summary/ Background:** Complaints of reckless driving and vandalism have been frequent over the past several years at the Rec Park, including in the parking lot there. In an effort to help curb the mischief and damage, Council decided they wanted to have the majority of the parking lot gated off, with only a few parking spots available most of the time. But this would require someone to go unlock the gates every morning and lock them up at night, 365 days a year. One alternative plan is to keep the gates locked almost all of the time, except when someone rents the park, or there is an event there, as not that many people drive to the park – most walk. Another idea mentioned was to have automatic timed gates. The problem with this is that people's cars could accidentally get locked into the parking lot. So it was suggested by our Public Works Director to use a timed in-gate, and put traffic teeth at the out-gate. That way, people's cars would not be locked in, but at night, mischief-makers would stay out of the parking lot. We already own two nice gates, but if we install one at the in-gate and go with the traffic-teeth option at the out-gate, the 2<sup>nd</sup> gate would be put to use on a different project.

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

Mayor Ian Shealy

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

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

(360) 686-3922



## Town of Yacolt Request for Council Action

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

**Name:** Clerk Fields

**Group Name:**

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Elevator Maintenance Plans and Prices

**Proposed Meeting Date:** May 13, 2024

**Action Requested of Council:** Review the plans presented; consider whether you'd like to remain with the same plan we've had since we got the elevator, or move forward with a different plan.

**Proposed Motion:** TBD, depends on outcome of discussion

**Summary/ Background:** The Town has a Schindler elevator, and originally signed up for a minimal maintenance plan – basically for oil and grease periodically. (The original contract does not specify precise intervals.) The current contract is due for renewal or cancellation this September, but the Town must notify Schindler *between May 13<sup>th</sup> and June 12<sup>th</sup>* if we intend to cancel our current plan. Otherwise, the current contract automatically renews for another 6-year term.

The Town's Clerk and Public Works Director can cite some of their experiences under the current contract, and explain why they feel we need to upgrade.

Attached are plans and pricing from 3 different elevator companies. They show plans ranging from oil and lube like what we have now to full-service - including repairs and required testing.

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

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

(360) 686-3922



# Schindler Service Contract Options

*Oil/lubricant  
excl. \$102/mo.  
\$150/mo.  
\$225/mo  
incl. 5yrs.*

INSPECTION	MAINTENANCE	PLUS	CUSTOM
✓	✓	✓	✓
✓	✓	✓	✓
	✓	✓	✓
	✓	✓	✓
		✓	○
✓	✓	✓	✓
✓	✓	✓	✓
	✓	✓	○
		○	○
✓	✓	✓	✓
✓	✓	✓	✓
○	○	○	○
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○	○	○	○
○	○	○	○
○	○	○	○

## FEATURES

- Fulfills Code Requirement to have an active Maintenance Control Program (MCP) for all conveyance devices
- Examine, lubricate, and adjust components
- Perform preventative maintenance tasks at intervals established in equipment-specific MCP
- Repair and replace basic components
- Repair and replace major components
- Annual safety testing
- Communication and interaction with local Schindler team (Account Manager, Field Technician, and Field Superintendent)
- Callback dispatching from Schindler Customer Service Network (SCSN)
- Regular working hour callback coverage
- Afterhours callback coverage
- Equipment service history on ActionBoard web platform or mobile application
- Various payment options

SCHINDLER  
AHEAD

- 24/7 remote monitoring through wireless connection
- Real-time equipment status, usage data, and instant Health Checks on ActionBoard platform
- Customizable reporting and event-driven notifications on ActionBoard platform
- Proactive analysis and remote diagnosis from Technical Operations Center for expedited return to service
- Schindler SafeCall option to eliminate the cost of a dedicated phone line

✓ = Included      ○ = Optional

**pwd**

---

**From:** Mitchell Owens <mitchell.owens@schindler.com>  
**Sent:** Tuesday, May 7, 2024 10:55 AM  
**To:** pwd  
**Subject:** RE: Yacolt Town Hall- 4100078270- Contract renewal and options

Sean,

The Maintenance Plus agreement includes the following:

TIER: Schindler **Maintenance Plus**

Key Inclusions:

- Preventative maintenance (1-2 visits per year per manufacturer spec)
- Lubrication/adjustment
- Minor repairs (pump, power unit, controller, etc...)
- Major repairs (push buttons, relays, rollers, etc...)
- Annual safety testing
- Regular time equipment related service calls

PRICE: \$180

I've broken down pricing below:

TIER: Schindler **Maintenance Plus**

Inclusions:	Price:
Preventative maintenance	
Lubrication/adjustment	
Minor repairs	\$180.00 per month
Major repairs	
Annual safety testing	
Regular time equipment related service calls	

OPTIONS:

ADD 5-yr testing	\$35.00 per month
ADD annual smoke testing (1 hr labor)	\$10.00 per month

<b>TOTAL, including options</b>	<b>\$225.00 per month</b>
---------------------------------	---------------------------

Breakdown of options:

**Including 5-yr testing**

Off-contract price is around \$4200.00. If included in the contract, it will cost \$2100.00 over a 5year term (\$35.00 per month).

**Including annual smoke testing**

Off-contract price is around \$500-\$700. If included in contract, it will cost \$120.00 over an annual term (\$10.00 per month).

Fire service testing:

Quarterly Phase 1 Fire Recall:

<https://www.youtube.com/shorts/VqOVBYQj94M>

- Insert key, turn to ON position
- Elevator will recall to lobby, elevator door will open
- Recall is observed
- Turn key to RESET position, hold for a few seconds
- Turn key to OFF position, remove key
- Completion is marked on the state check charts in machine room



**Mitch Owens** | Sales Representative, Portland  
M: 503-201-1848  
[mitchell.owens@schindler.com](mailto:mitchell.owens@schindler.com)  
[www.schindler.com](http://www.schindler.com)

Service Line: 1-800-225-3123

---

**From:** Mitchell Owens <mitchell.owens@schindler.com>

**Sent:** Wednesday, May 1, 2024 12:52 PM

**To:** Pwd@townofyacolt.com

**Subject:** Yacolt Town Hall- 4100078270- Contract renewal and options

Hello Sean,

Thank you for reaching out today. Please see your current contract scope and details below:

TIER: Schindler **Inspection**

TERM: 5-year

Key Inclusions:

Lubrication/adjustment

Periodic examinations

**Exclusions:**

Preventative maintenance  
Minor repairs  
Major repairs  
Annual safety testing  
5-year safety testing  
Regular time equipment related service calls

PRICE: \$101.74/mo

EXPIRATION: 09/11/2024

I've attached a one-pager of our different coverage options. Our "Plus" coverage is our full maintenance offering- this would be my recommendation as it covers your annual safety testing, preventative maintenance and service calls. Please see associated pricing below:

Schindler Plus: \$180 per month  
Schindler Maintenance: \$150 per month

Please let me know which direction you'd like to pursue and I'll get a formal proposal together.



**Mitch Owens** | Sales Representative, Portland  
M: 503-201-1848  
[mitchell.owens@schindler.com](mailto:mitchell.owens@schindler.com)  
[www.schindler.com](http://www.schindler.com)

Service Line: 1-800-225-3123

---

**From:** Mitchell Owens <[mitchell.owens@schindler.com](mailto:mitchell.owens@schindler.com)>  
**Sent:** Wednesday, May 1, 2024 12:08 PM  
**To:** Mitchell Owens <[mitchell.owens@schindler.com](mailto:mitchell.owens@schindler.com)>  
**Subject:**

Sean  
Town of Yacolt  
Contract is coming up for renewal  
Looking for options for increased coverage, discounts,  
Looking for full maintenance scope

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

Sean



**Mitch Owens** | Sales Representative, Portland  
M: 503-201-1848  
[mitchell.owens@schindler.com](mailto:mitchell.owens@schindler.com)  
[www.schindler.com](http://www.schindler.com)

Service Line: 1-800-225-3123

\*\*\*\*\*

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\*\*\*\*\*

**pwd**

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**From:** Nolan Bristow <nbristow@willamettelevator.com>  
**Sent:** Tuesday, May 7, 2024 2:57 PM  
**To:** pwd  
**Subject:** RE: Yacolt Town Hall - Willamette Elevator Proposal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Sean,

Thanks for reaching out. Answers to your questions are below in **RED**. Let me know if you have any other questions.

Best Regards,

**Nolan Bristow**

Senior Account Manager  
Willamette Elevator  
9425 SW Commerce Circle STE 17  
Wilsonville, OR 97070  
Office: 503-570-0123 Cell: 503-430-4232  
Email: [nbristow@willamettelevator.com](mailto:nbristow@willamettelevator.com)



[www.willamettelevator.com](http://www.willamettelevator.com)  
[www.3phaselevator.com](http://www.3phaselevator.com)

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**From:** pwd <pwd@townofyacolt.com>  
**Sent:** Tuesday, May 7, 2024 11:27 AM  
**To:** Nolan Bristow <nbristow@willamettelevator.com>  
**Subject:** RE: Yacolt Town Hall - Willamette Elevator Proposal

**CAUTION: This email originated from outside Willamette Elevator. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Nolan,

Thank you for the information. I have a few questions for clarification if you could assist.

- 1) Is this the only option for a service plan? **No, we also offer a full maintenance agreement.**
- 2) If not, do you have a plan that not only covers preventive maintenance, lubrication and adjustments and annual safety testing but also covers minor repairs, major repairs and regular time service related calls all in one package? **Yes, our standard pricing for this type of agreement in your area would be \$245/month.**
- 3) Could you add the 5 yr. testing to a monthly charge and if so, what does it normally cost and how much would it cost per month? **We can include this as part of the monthly maintenance cost by amortizing the**

amount over the course of the term. With testing due five years from now, we would amortize roughly \$6000 over a five year term, which comes out to an additional \$100/month on top of the monthly maintenance price.

- 4) Same question for the annual smoke testing could it be added to the monthly charge and what is the normal cost and what is the cost per month? We can amortize this labor over the course of the year and add it to your monthly maintenance cost. Our current labor rate is \$371/hr and we would bill for an estimated two hours with the location of your elevator. \$742 would be amortized over 12 months, so we would add \$62/month on top of the monthly maintenance price.

Thanks again,

Sean LaBarbera  
Town of Yacolt  
Public Works Dept.  
202 W. Cushman St.  
Yacolt, WA 98675

(360) 553-0013

Disclaimer: This email and its attachments may be subject to public disclosure.

---

**From:** Nolan Bristow <[nbristow@willamettelevator.com](mailto:nbristow@willamettelevator.com)>  
**Sent:** Monday, May 6, 2024 2:44 PM  
**To:** pwd <[pwd@townofyacolt.com](mailto:pwd@townofyacolt.com)>  
**Subject:** Yacolt Town Hall - Willamette Elevator Proposal

Hello,

Thanks for the call on Friday, attached is the proposal we discussed over the phone.

This proposal includes quarterly preventative maintenance, quarterly fire service testing, and category one testing. Category five testing, annual smoke testing, and callback situations are outside of this scope of work. A brief breakdown of each is below:

#### Category Five Testing

- Required once every five years.
- Current pricing is roughly \$4000
- Estimated pricing in 2029 for budgetary purposes is \$6,000

#### Annual Smoke Testing Assistance

- Will be billed out at our standard billing rate to assist the third-party contractor with testing the elevator fire recall devices.
- Current hourly billing rate is \$371/hr

#### Callbacks

- Callback situation are billed out at our standard billing rate
- Current hourly billing rate is \$371/hr

Let me know if you have any questions at all. Thank you!

Best Regards,

**Nolan Bristow**

Senior Account Manager

Willamette Elevator

9425 SW Commerce Circle STE 17

Wilsonville, OR 97070

Office: 503-570-0123 Cell: 503-430-4232

Email: [nbristow@willametteelevator.com](mailto:nbristow@willametteelevator.com)



[www.willametteelevator.com](http://www.willametteelevator.com)

[www.3phaseelevator.com](http://www.3phaseelevator.com)





## Standard Preventative Maintenance Agreement

(OG)

Submitted by Nolan Bristow on 05-03-2024

This Standard Preventative Maintenance Agreement (“Agreement”) is entered into as of the Effective Date stated below between Willamette Elevator of 9425 SW Commerce Circle, STE 17, Wilsonville, OR 97070 (“Company”), and the following customer (“Customer”)

Town of Yacolt - Facilities  
PO Box 160  
Yacolt, WA 98675

With respect to the following listed conveyances (“Equipment”):

<u>Location</u>	<u>Qty</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Stops</u>	<u>State ID</u>
Yacolt Town Hall	1	Hydraulic	Schindler	3	108974

For good and valuable consideration, Company and Customer agree as follows:

Company will provide exclusive maintenance services (“Services”) for the Equipment using trained personnel during normal business hours (Monday to Friday 7:30 AM to 4:00 PM except for legal and trade holidays) (“Normal Hours”).

**Term.** This Agreement commences on \_\_\_\_\_, 2024 (“Effective Date”) and, unless earlier terminated as set forth below, shall continue for a term of five (5) years. At the end of each term, this Agreement will renew automatically for an additional term of the same duration, unless either party serves written notice on the other party of its intention not to renew at least 90 days prior to the expiration of the then-current term.

**Price.** The price for the Services shall be One Hundred Twenty-Five Dollars (\$125.00) per month.

**Scope of Work.** Company’s objective is to keep the Equipment operating as it was originally designed and to maximize its useful life. Specific services to be provided under this Agreement include:

**Maintenance Visits:** Company shall employ trained and licensed mechanics to visit the Equipment on a regular and systematic schedule to adjust, clean, and lubricate as necessary all covered components of the Equipment.

**Lubricants:** Company shall replenish lubricants and fluids as necessary for proper operation of gearboxes and pumping unit tanks. Lubricants will be selected to meet the required specifications for the Equipment and service conditions.

**24-Hour Service:** Company shall provide and maintain a 24-hour, 365-day dispatching service. This includes the answering of all elevator phone units. In the event of an Equipment malfunction (a “Trouble Call”), a Company service representative will, at an additional cost and at Customer’s request, dispatch a licensed mechanic to provide emergency minor adjustments to restore the Equipment to service. Should a passenger be trapped in an elevator, this will be given the highest priority for on-site service.

**Code-Required Testing:** Company will test Phase I and Phase II fire recall functions of the Equipment during its regularly scheduled visits and record the test results on a log sheet. Unless specifically covered in Special Provisions or Exhibit A, no testing is included in this Agreement. At the commencement of this Agreement, if any testing is overdue, Company assumes no responsibility or liability for the Equipment until testing has been performed and has satisfied all code requirements.

**Cleaning:** Company will clean pit(s) and machine room(s) on a regular basis.

**Quality Control:** Company will assign a supervisor to provide oversight verifying that the Equipment conforms to industry standards for maintenance, quality, and safety. During the term of this Agreement, Company will also maintain records of routine examinations, call back and repair data related to the Equipment.

**Customer Service:** Company will assign a customer service representative to Customer's account.

**Exclusions:** Scope of work excludes disassembly of equipment, draining, flushing, replacement of lubricants or hydraulic fluid with new lubricants, and safety tests not explicitly called for under this Agreement.

**Initial Inspection:** During the first 90 days of this Agreement, Company shall have the right to inspect the Equipment to evaluate its condition. If Company identifies any defects in Equipment or components, Company shall notify Customer of these issues in writing and provide a proposal for corrective action at additional cost.

**Additional Services:** If box to left is checked, then in consideration of the monthly price shown above, Company will provide additional services to Customer as listed in the Special Provisions.

**Charges for Repair and Replacement.** Charges for repair and replacement services, including both parts and labor, will be borne by Customer, at Company's then-current labor rates, as updated from time to time. Company's current labor rates are set forth on Exhibit A. For non-urgent repair and replacement services where the total cost is expected to exceed \$1,500, Company will typically submit a proposal and seek Customer approval in advance of performing said work.

**Trouble Calls.** Pricing for Trouble Call service is detailed in Exhibit A. Customer agrees that for Trouble Calls outside of Normal Hours, Customer will investigate prior to calling Company and will call only when emergency adjustments are required.

### General Terms and Conditions

**Sole Service Provider.** During the term of this Agreement, Company shall be the sole party Customer allows to provide any of the Services, including alterations or upgrades to the Equipment.

**Customer Obligations.** Customer is responsible for maintaining working telephone service to elevator machine room. Customer shall provide Company with a complete set of "As Built" wiring diagrams for the Equipment. Customer agrees to provide Company with unrestricted ready access to all areas of the building in which any part of the Equipment is located, and to keep all machine rooms and pit areas free of water, stored materials, and excessive debris, and to maintain the machine room temperature between 50°F and 90°F, non-condensing. Customer agrees to provide a safe workplace for Company personnel, and to promptly remove any hazardous materials in accordance with applicable laws and regulations. Customer shall provide power to the controller and assume responsibility for the main line switch and fuses; under no circumstances shall Company be held responsible for the power delivery system and its related components. Customer is responsible for the ownership, use, and operation of the Equipment. If any Equipment is malfunctioning or presents a dangerous condition, Customer shall notify Company immediately and remove the Equipment from service until the problem is corrected. Customer will notify Company promptly of any accident that occurs in or near the Equipment. Customer will post and maintain any instructions or necessary warnings regarding the Equipment. Customer is responsible for all federal, state, and local legal requirements with respect to the Equipment, including the correction of any Elevator Code violations existing on the date of this Agreement.

**Payment Terms.** Billing is monthly in advance, and payment is due from Customer within thirty (30) days. Accounts not paid when due shall incur an interest charge of 1.5% per month until paid. For accounts which are not paid when due, Company may engage an attorney or collection agency to seek recovery, with or without the filing of any legal action or proceeding, and Customer will pay on demand all such attorneys' fees and collection costs incurred by Company. Credit card payments subject to a 4% fee. Failure of Customer to pay any sum due within sixty (60) days of the invoice date shall be a material breach of this Agreement.

**Liens.** It is agreed that with respect to any outstanding amounts due, Company may obtain and prosecute a mechanic's and materialman's lien against the real property where the Equipment is located.

**Price Changes.** The price for service shall be adjusted annually based on the percentage change in the average hourly wage and fringe benefits paid to elevator personnel. Company also reserves the right to adjust the service price based on changes in material costs, other expenses, or administrative costs. Adjustments are scheduled to commence on January 1, 2025.

**Equipment Parts.** Any parts or components furnished by Company shall remain the property of Company until final payment is made by Customer. Any parts or components Company removes from the Equipment in the course of its work shall be disposed of by Company.

**Assumption.** In the event of a sale or other transfer of the assets of Company or Customer or of the ownership of the Equipment or of the premises where the Equipment is located, this Agreement shall be assigned to the transferee, and the transferee shall be required to assume this Agreement. A change in the ownership of either Customer or Company, by transfer of equity interests, merger, reorganization, or otherwise, shall not affect the validity of this Agreement.

**Waste and Hazardous Materials.** Customer accepts sole responsibility for removing and remediating any waste or hazardous materials (including hydraulic fluid) in accordance with applicable laws and regulations. Company shall not be liable for any environmental or ecological loss or damage due to leakage, malfunction, or failure of Equipment. Customer agrees to provide Company with unrestricted and safe access to all areas of the building in which any part of the Equipment is located and to keep all machine rooms and pit areas free from water, stored materials, and debris.

**Company Insurance.** Company shall maintain insurance coverage with at least the following limits: (a) Comprehensive General Liability - \$2,000,000; (b) Workers Compensation and Employers Liability – statutory limits; (c) Automobile Liability - \$1,000,000.

**Customer Insurance.** Customer shall maintain adequate Comprehensive General Liability insurance with reasonable and customary limits covering the ownership, use, and operation of the Equipment. Customer agrees to repair or replace Company's material, equipment, or work on the premises should damage occur through no fault of Company, whether due to fire, theft, or otherwise.

**Control of Equipment.** The parties agree that when Company is not working on or about Customer's Equipment, Company does not assume the management or control thereof. At any time that Company employees are working on Equipment, Company is asserting possession and control only over the specific component being worked on at any given moment, and possession and control of the remainder of Equipment shall remain with Customer. Should Customer find equipment in an unsafe manner, Customer shall immediately remove the elevator from service and place a trouble call with the Company.

**Indemnification.** Customer shall indemnify, defend, and hold harmless Company from all loss, cost, expense, and liability, including reasonable attorney's fees, court costs, and expert witness fees (collectively, "Damages") resulting from third party claims, demands, lawsuits, or other proceedings (collectively, "Claims") arising out of or related to (i) the Customer's breach of its obligations under this Agreement or (ii) the use, repair, maintenance, operation or condition of the Equipment or the premises where the Equipment is located, except to the extent a court or arbitrator determines that the Claim arose directly from Company's performance of the Scope of Work or its gross negligence or willful misconduct.

**Limitations of Liability.** THE FOLLOWING LIMITATIONS SHALL NOT APPLY TO ANY CLAIM THAT (A) IS SUBJECT TO INDEMNIFICATION AS SET FORTH ABOVE, OR (B) ARISES OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT, OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR (1) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); OR (2) ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (OTHER THAN CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT) TO THE EXTENT THAT THE AGGREGATE AMOUNT OF SUCH DAMAGES EXCEEDS THE AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

**Other Limitations.** Company shall not be responsible for any detention of passengers, injuries, damages, or other claims and liabilities related to any condition of Equipment that cannot be revealed by ordinary inspection methods practiced by Company. Company shall not be responsible for making safety inspections of Equipment unless specified in this Agreement. Company shall not be liable for any loss, damage, delay or other harm due to any cause beyond Company's reasonable control, including but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, riot, civil commotion, war, terrorism, theft, flood, act of God, pandemic, power failure, water inundation, water seepage, water

leak, condensation build-up, weather, earthquake, vandalism, supply chain, traffic, carelessness, negligent operation, misuse, abuse, mischief, or efforts to maintain, make repairs or replace parts by others.

**Warranty.** Company makes no warranty, express or implied, in regard to its labor, except it warrants that all labor provided will be of a standard quality for the elevator industry in the state where the Equipment is located. Company makes no warranty, express or implied, in regard to any Equipment or parts provided to Customer or as to their durability except that Company will repair or replace defective parts within thirty (30) days after installation and upon notice within that time of the defect. Company's sole liability with respect to any failed or defective parts will be the repair or replacement of the defective part, provided that Company is notified of the failure within thirty (30) days of installation.

**Breach.** In the event of a breach of this Agreement (including a breach due to non-payment by Customer of amounts due), either party may notify the other in writing of the breach and demand its cure within sixty (60) days of receipt of notice. If after the sixty days have elapsed the breach remains uncured, the noticing party may after an additional 30 days declare this Agreement terminated. In the event of such termination, all unpaid sums for work performed and materials supplied or ordered shall become immediately due and payable, and Company shall be entitled to receive all remaining monthly service fees that would be due through the remaining Term of the Agreement. Such amounts shall accrue interest at the rate of 1.5% per month until paid.

**Legal.** Each party signing this Agreement guarantees and represents that he or she has the full capacity and authority to execute this Agreement on behalf of the identified party. This Agreement shall be governed under the laws of the state of California, without reference to its principles of conflicts of laws. In the event of any dispute regarding this Agreement, the parties agree to submit the dispute to mediation, followed, if necessary, by binding arbitration before a single arbitrator conducted in Portland, Oregon, under the rules of the American Arbitration Association. In the event of any dispute regarding this Agreement or the indemnity provisions hereof, the prevailing party shall be entitled to recover its arbitration fees, court costs, and reasonable attorneys' fees incurred, together with any incurred costs and expenses to resolve the dispute and to enforce the final judgment. This Agreement is the entire agreement between the parties and supersedes all prior agreements, whether written or oral. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. Any purchase order or other written instrument issued by Customer in connection with the services described in this Agreement (either previously or in future) shall be deemed to have been issued for Customer's administrative purposes only and shall not govern the services provided by Company; the parties hereto intend that the terms of this Agreement exclusively govern such services. Nothing in this Agreement is to be construed as Company relinquishing any rights under any existing agreements with Customer until and unless this Agreement is fully executed by all parties. No handwritten changes to this Agreement shall be effective as to Company unless clearly initialed next to such change by an authorized representative of Company. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be excluded, and all other provisions shall remain in full force and effect. Neither party's failure or neglect to enforce any rights under this Agreement will be deemed to be a waiver of that party's rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event this offer is a resign or extension of an existing Agreement with Willamette Elevator the original terms shall remain in effect until this new Agreement is signed and fully executed by both parties.

Accepted and agreed to by and between the undersigned parties, and effective as of the Effective Date set forth above.

#### Special Provisions

Category One Testing Included

Phone Monitoring Included



**For Customer**

Approved by Authorized Representative of Owner

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**For Willamette Elevator**

Signed: \_\_\_\_\_

Tom Nadeau, Branch Manager

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

If the customer listed above does not own the equipment covered by this agreement, the signature of its authorized representative above confirms that customer is the authorized agent for the owner of the equipment (Identify Owner here: \_\_\_\_\_ and binds the owner to this agreement.

## Customer Information Sheet

*Please provide the following information for our files.*

Billing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Main contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Any special billing instructions? \_\_\_\_\_  
\_\_\_\_\_

Building entry info: \_\_\_\_\_

Where shall we locate our lockbox? \_\_\_\_\_

Names of individuals that are authorized to request after hour callbacks:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Please provide any other information that will ensure our files are correct.

**Exhibit A**

**Hourly Rate Sheet Effective 1/1/2024\***  
(OG)

	<b>Trouble Calls &amp; Repairs</b>
<b>Mechanic (single man)</b>	
Normal Hours	\$371/hr
Nights and Saturdays	\$631/hr
Sundays and Holidays	\$742/hr
<b>Repair Crew (2-man)</b>	
Normal Hours	\$631
Overtime	\$1,262

Charges for labor are billed in 30-minute increments, portal to portal, with a minimum of 2 hours.

Normal Hours are Monday to Friday, 7:30 AM to 4:00 PM, except for legal and trade holidays. Trade holidays are: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. In most cases, holidays falling on a Saturday will be observed the preceding Friday, and holidays falling on a Sunday will be observed the following Monday.

Company reserves the right to add surcharges as needed due to inflationary costs beyond Company's control.

\* Rates reflected on Hourly Rate Sheet are adjusted annually and per market conditions by Company.



2855 SE 9th Avenue  
 Portland, OR 97202  
 Tel: 503.234.0561  
 Fax: 503.232.8040

**EXAMINATION SERVICE AGREEMENT**

*Oil/Grease (\$115/mo.)  
 + \$3500 - Syn. test  
 + repairs*

**DATED AT:** May 9, 2024  
 Centric Elevator Corporation of Oregon  
 2855 SE 9<sup>th</sup> Avenue  
 Portland, OR 97202

**PURCHASER:** Yacolt Town Hall  
 202 W Cushman St  
 Yacolt, WA 98675

CENTRIC ELEVATOR CORPORATION (herein CENTRIC) agrees to provide Maintenance Service as specified herein for the following described equipment located at:

Yacolt Town Hall  
 202 W Cushman St  
 Yacolt, WA 98675

Quantity	Make	Type	Capacity	Speed	Openings	Number
One	Schindler330	Passenger	2100#	125FPM	2/2	PXH16423

**\*If we are given 2+ weeks' notice for the fire service testing it will be included as part of maintenance.**

CENTRIC will use trained personnel, employed, and supervised by CENTRIC. All work specified herein will be performed during CENTRIC'S regular working days and hours unless stipulated otherwise herein. All work included will be in accordance with the maintenance requirements of the A17.1 Safety Code for Elevators and Escalators.

Under this Agreement CENTRIC, where applicable, will regularly and systematically examine and lubricate as required the below listed elevator equipment and will notify PURCHASER when, in CENTRIC'S opinion, repair or replacement of this equipment should be made:

- ✓ **TRACTION MACHINE COMPONENTS**, including worm and gear, thrust bearings and housings, drive sheave, drive sheave shaft bearings, brake pulley, coil, and linings.
- ✓ **HYDRAULIC PUMP UNIT COMPONENTS**, including valves, pumps, motors, valve magnet coils, V-belts, bearings, seals and packing.
- ✓ **MOTOR AND MOTOR-GENERATOR COMPONENTS**, including auxiliary rotating systems (tachometer and regulator), field windings, rotating elements, commutator, brushes, brush holders, and bearings.

- ✓ **GOVERNOR COMPONENTS**, including sheave and shaft assembly, bearings, contacts, & jaws.
- ✓ **IDLER SHEAVES**, including deflector, secondary, car 2:1, counterweight 2:1, compensation, governor tension sheaves, and related bearings.
- ✓ **CONTROLLER COMPONENTS**, including relays, contacts, coils, leads, resistors, condensers, transformers and timing devices and solid-state parts, assemblies and modules.
- ✓ **SELECTOR COMPONENTS**, including selector drive and all mechanical and electrical components.
- ✓ **HOISTWAY DOOR INTERLOCKS**, hoistway door hangers and tracks, bottom door gibs, and auxiliary door closing devices for power operated doors.
- ✓ **ROLLERS AND CONTACTS** for hoistway limit switches, slowdown switches, & leveling switches.
- ✓ **GUIDE SHOE COMPONENTS**, including rollers or replaceable liners.
- ✓ **BUFFER COMPONENTS** (spring or oil), including switches, seals and packing.
- ✓ **AUTOMATIC POWER OPERATED DOOR OPERATOR COMPONENTS**, including motor, switches, cams, belts, chains, cables, other related electromechanical devices, door protective devices, car door hangers, tracks, and door switches.
- ✓ **CAR AND COUNTERWEIGHT SAFETY MECHANISM COMPONENTS** and load-weighing switches.
- ✓ **FIXTURE COMPONENTS**, including contacts, buttons, key switches, locks, lamps and sockets for the following devices: button stations (car and hall), hall lanterns, position indicators, direction indicators, master indicator, and control panels.
- ✓ **TRAVELING CABLES AND CONTROL WIRING** for elevator operation located in the hoistway and machine room.
- ✓ **HOIST CABLES**, governor cables, and compensating cables or chains.

CENTRIC will, upon receiving written authorization from PURCHASER, perform such repairs and/or replacements, or testing on a time and material or firm price basis at CENTRIC'S standard billing rates as an extra to the contract price stipulated herein.

Under this Agreement CENTRIC will also provide:

- ✓ Lubricants compounded to CENTRIC'S rigid specification, selected for the service conditions required.
- ✓ Lubrication of guide rails (car and counterweight) except where type of guides and/or safety devices require dry rails.

CENTRIC also agrees to make their service technicians available for service calls to the PURCHASER, upon request. PURCHASER agrees that service calls will be charged on a Time and Material basis as additional work to this Agreement.

Under this Agreement PURCHASER agrees:

- ✓ Owner agrees to provide any proprietary service tools and manuals that are required to service, troubleshoot, test and adjust the elevators described herein.
- ✓ 5 Year Full Load Testing is not included.
- ✓ That all examination and lubrication included in this contract is to be performed during CENTRIC'S regular working hours of its regular working day unless otherwise specified below.
- ✓ That when regular time or overtime callback service is requested between regular examinations, PURCHASER will make an additional payment to CENTRIC.
- ✓ That if PURCHASER requests the examination and lubrication included in this contract to be performed during overtime hours, PURCHASER agrees to pay as an extra to the contract price stipulated herein the difference between CENTRIC'S standard overtime billing rate and CENTRIC'S standard regular time billing rate for the time consumed in accomplishing the work involved plus travel time.
- ✓ To keep the elevator pit(s) and machine room(s) free from water and to not use these areas for storage purposes, other than elevator related materials.
- ✓ That CENTRIC assumes no liability for accidents to persons or property except those directly and solely due to negligent acts of CENTRIC or its employees. The PURCHASER shall be solely responsible for supervising the use of the equipment at all times and shall provide attendant personnel, warning signs, and other controls as may be necessary or desirable to insure the safety of persons and property in or about the equipment. CENTRIC does not assume possession, management, or control of any part of the equipment by virtue of this Agreement or otherwise, but such possession, management, and control remains exclusively with PURCHASER as the owner or lessee thereof.

Under this Agreement PURCHASER also agrees:

TO GIVE CENTRIC WRITTEN NOTICE WITHIN TWENTY-FOUR (24) HOURS OF ANY ACCIDENT, ALTERATION OR CHANGE AFFECTING THE EQUIPMENT OR ITS OPERATION, AND OF ANY CHANGE OF OWNERSHIP. TO DISCONTINUE IMMEDIATELY THE ELEVATOR AND/OR ESCALATOR FROM SERVICE WHEN THE EQUIPMENT BECOMES UNSAFE OR OPERATES IN A MANNER WHICH MIGHT CAUSE INJURY TO THE USER THEREOF.

THAT IN THE EVENT PURCHASER SHALL FAIL TO GIVE CENTRIC NOTICE WITHIN TWENTY-FOUR (24) HOURS OF ANY ACCIDENT OR SHALL FAIL TO DISCONTINUE IMMEDIATELY THE EQUIPMENT FROM SERVICE WHEN IT BECOMES UNSAFE OR OPERATES IN A MANNER WHICH MIGHT CAUSE INJURY TO A USER THEREOF, PURCHASER SHALL INDEMNIFY CENTRIC AND HOLD IT HARMLESS FROM AND AGAINST ALL LIABILITY OR EXPENSE OF ANY ACTION, INCLUDING ATTORNEYS FEES AND EXPENSES INCURRED IN DEFENDING ANY SUCH ACTION, BROUGHT BY ANY THIRD PARTY AND ARISING OUT OF SUCH ACCIDENT OR USE OF THE EQUIPMENT UNLESS IT SHALL BE JUDICIALLY DETERMINED THAT SUCH INJURY TO PERSON OR PROPERTY WAS CAUSED SOLELY BY THE NEGLIGENT ACTS OF CENTRIC OR ITS EMPLOYEES.

That CENTRIC shall not be responsible for any loss damage or delay caused by non-operation of the equipment, and under no circumstances shall CENTRIC be liable for any consequential damages or damages

**CENTRIC ELEVATOR** ~ *Taking Customers to the Top!*

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caused by the negligence of others or by any act or omission of others, whether arising under contract or tort.

That no failure or omission by either of the parties hereto in the performance of any obligation contained in this Agreement shall be deemed a breach hereof if the same shall arise from any causes beyond the control and without the fault or negligence of such party, by any officer, department, agency, or instrumentality thereof, from: fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, epidemic, quarantine, restriction, strike, lockout, disputes with workers, labor shortages, transportation embargoes or failure or delays in transportation, or exhaustion or unavailability or delays in the delivery of any transportation facility, product or material necessary to the performance hereof, provided, however, that either party shall continue performance with the utmost dispatch whenever any such causes are removed. Any party claiming any such cause for any failure or omission hereunder shall, upon request, give prompt notice thereof to the other party.

#### Pricing and Term

The **AGREEMENT PRICE of Three Hundred Forty Five Dollars \$345** quarterly is payable quarterly in advance upon presentation of invoice, plus tax, if applicable.

The AGREEMENT PRICE shall be adjusted annually to compensate for changes of material and labor rates. Such adjustment shall be made effective the month within which falls the anniversary date of the commencement of service. Each adjustment shall be computed based on the percentage change in the straight time hourly labor cost of elevator mechanics including fringe benefits granted in addition to or in place of the hourly wages. CENTRIC also reserves the right to make an adjustment to the AGREEMENT PRICE should the equipment covered by this contract be modified from its present state or should fuel prices increase more than the Consumer Price Index (CPI) in any one year.

Service shall commence on **June 1<sup>st</sup>, 2024 (the "Commencement Date")** and shall continue for an initial term of five (5) years and then continue for similar subsequent terms thereafter until terminated. Either party may terminate this agreement by giving the other party 90 days written notice prior to the end of such term.

#### Remedies

If PURCHASER is more than 45 days in default of payment of any invoice, PURCHASER agrees to pay CENTRIC a service charge of 1 1/2% per month (or the highest legal rates, whichever is less) on the unpaid balance of said invoice. Further, said service charge shall be in addition to the contract price and shall be calculated from the date of invoice.

It is expressly granted that payment of all sums when due hereunder is a condition precedent to the future rendering of service by CENTRIC, and CENTRIC reserves the right, at CENTRIC'S option, to suspend services until all payments then due are made at any time PURCHASER is more than forty-five (45) days in default in making payments hereunder. CENTRIC'S suspension of services shall not be deemed to be a breach by CENTRIC of this Agreement and CENTRIC shall not be liable for any loss, cost or damage resulting from such suspension. Notwithstanding any provision of this agreement to the contrary, if PURCHASER fails to cure such default within thirty (30) days following receipt of a suspension notice, CENTRIC may terminate this Agreement upon written notice, effective immediately, without prejudice to any other rights or remedies which it may have at law or in equity.

In the event the Purchaser fails to perform any obligation as required in this Agreement including without

limitation timely payment of all sums due, CENTRIC shall be entitled to specific performance by PURCHASER, to recover in all monies unpaid and due, and all damages, costs and reasonable attorney's fees incurred in enforcing the terms and conditions of this Agreement.

Miscellaneous Provisions

Any provision of this agreement prohibited by law shall be ineffective (but only to the extent of and wherever such prohibition shall be applicable) without invalidating the other provisions hereof.

This Agreement shall be construed and interpreted under the laws of the state in which the equipment covered by this contract is located, and CENTRIC shall have all remedies provided herein and by the laws of the state in which the equipment is located.

Any Written notice from PURCHASER shall be sent to: Centric Elevator, 2855 SE 9th Ave., Portland OR 97202.

If this proposal correctly sets forth the understanding between the parties, PURCHASER shall indicate its acceptance by signing two copies in the space provided below and returning both to CENTRIC for acceptance by an authorized officer of CENTRIC, whereupon this proposal shall be and become a binding agreement between us, inuring to our respective successors and assigns, and constituting the entire agreement between us, superseding all previous understandings, whether written or oral. CENTRIC will return one fully executed copy to PURCHASER after acceptance.

This quotation is valid for ninety (90) days from the proposal date.

**Centric Elevator Corporation**

*Respectfully submitted,*

By: Maire-Kate Corken

Approved & Accepted Centric Elevator:

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer No.: \_\_\_\_\_

Job No.: \_\_\_\_\_

**Purchaser**

Approved by Authorized Representative:

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Owner)





Customer Centric Services since 1977

2855 SE 9th AVE  
Portland OR 97202

PHONE: 503-234-0561 FAX: 503-232-8040

VERTICAL TRANSPORTATION SYSTEMS

Maintenance • Repair  
Modernization • Installation  
Cab Interiors • Custom Upgrades

OFFER OF PROPOSAL

PROPOSAL SUBMITTED TO Terry	PROJECT NAME 5 Year Full Load Test	DATE 5/9/2024
ADDRESS 202 W Cushman St	PROJECT LOCATION Yacolt Town Hall	OFFER EXPIRES 30 DAYS
CITY, STATE, ZIP Yacolt, WA 98675	EMAIL pwd@townofyacolt.com	ELEVATOR # 1

CENTRIC ELEVATOR hereby submits specifications and estimates for the items listed below

Scope of Work:

Centric Elevator will provide the labor to perform a 5-year full load test per ANSI A17.1 and provide and install required test tags on the elevator(s) referenced above.

Install Time: 4 hours

WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF: \$3,500.00

PAYMENT TO BE MADE 50% UPFRONT WITH SIGNED ACCEPTANCE, UPON PROJECT COMPLETION WE WILL BILL FOR THE REMAINING 50% PERCENT. THE ENTIRE AMOUNT OF THE CONTRACT TO BE PAID WITHIN 30 DAYS OF RECEIPT.

*It is understood that all work will be done during regular time hours, in a first-class workman-like manner, and we are to have the uninterrupted use of the elevator while doing this work. Workmen's Compensation and Public Liability Insurance will be enforced by us. This proposal is subject to the Terms and Conditions on the reverse side. It is expressly understood and agreed that all verbal agreements are void and that the acceptance of the proposal shall constitute the contract for material and work specified above. Any changes to this contract must be made in writing signed by both parties.*

ACCEPTANCE OF OFFER PROPOSAL - INCLUDING TERMS & CONDITIONS

THIS PROPOSAL IS SUBMITTED FOR ACCEPTANCE WITHIN 30 DAYS FROM DATE EXECUTED BY US. THE ABOVE PRICES, SPECIFICATIONS AND TERMS & CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED PER MY SIGNATURE BELOW. CENTRIC ELEVATOR CORPORATION IS NOW AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE TO CENTRIC BY PURCHASER AS OUTLINED ABOVE.

<b>PURCHASER</b>		<b>CENTRIC ELEVATOR CORPORATION</b>	
_____ SIGNATURE OF ACCEPTANCE		<i>Maire-Kate Corken</i> SIGNATURE OF AUTHORIZED REPRESENTATIVE	
_____ NAME & TITLE		Maire-Kate Corken/ Account Manager NAME & TITLE	
_____ COMPANY		5/9/2024 DATE	
EMAIL	DATE		
<input type="checkbox"/> PRINCIPAL, OWNER OR AUTHORIZED REPRESENTATIVE OF PRINCIPAL OR OWNER			
<input type="checkbox"/> AGENT FOR: _____ (NAME OF OWNER)			



## ***TERMS AND CONDITIONS***

This proposal is subject to change or withdrawal without notice.

Purchaser agrees to pay, in addition to the price quoted herein, the amount of any tax based upon the transfer, use, ownership or possession of the equipment described herein imposed by any law enacted after the date of this proposal or by any existing law.

Terms are net cash upon presentation of invoice if work is completed within a thirty (30) day period. If work is not completed within a thirty (30) day period, ninety (90) percent of the value of the materials ready or delivered plus the labor performed, either at Centric's shop or at the building, is due as invoiced. The remaining ten (10) percent is due when the work is completed. Centric reserves the right to discontinue work at any time until payments have been made as agreed and Centric receives satisfactory assurance that subsequent payments will be made as they become due. Thirty (30) days after invoice date, unpaid balances shall be charged interest at a rate of 1½ % per month. In the event unpaid balances are referred to an attorney for collection, costs of collection including court costs and attorney's fee will be paid by the Purchaser.

It is agreed that Centric's workmen will be given a safe place in which to work, and Centric reserves the right to discontinue work in the building when, in Centric's opinion, this provision is being violated.

Unless otherwise agreed, it is understood that all work will be performed during regular working hours of Centric's regular working days. If Centric is required to work after regular working hours, an additional charge at Centric's prevailing rate for such work will be added to the price quoted herein.

Centric shall retain title to all material furnished by Centric under the terms of this agreement until final payment has been made. Centric retains the right to retake possession of same if default is made by Purchaser in any of the said payments, irrespective of the manner of attachment to the realty, the acceptance of notes, extensions of time for payment, or sale, mortgage, or lease of premises.

It is agreed that Centric will make no examination of the equipment other than that necessary to do the work described in this proposal and Centric assumes no responsibility for any part of the equipment except work covered by this agreement.

Any equipment provided or repaired hereunder shall be warranted against defects in material or workmanship for ninety (90) days after date of invoice, subject to terms of this warranty. This warranty is conditioned upon receipt of written notice by Centric of the claimed defect within the warranty period. This warranty shall not be applicable if the equipment has been, in Centric's opinion, subject to misapplication, abuse or misuse, including; 1) exceeding rated capacity or exposure to abnormal conditions of temperature, moisture, dirt or corrosive matter; 2) lack of proper maintenance or repair; 3) tampering, repair or alteration by other than an authorized representative of Centric. This warranty is also not applicable if the Purchaser has used the equipment after discovery of a defect without Centric's prior consent, or if the Purchaser refuses to permit Centric to examine the equipment to ascertain the nature of the defect. The warranty is not intended to take the place of normal routine maintenance service and is not to be construed as providing free maintenance service unless expressly provided for elsewhere in this agreement.

It is understood that no failure or omission by either of the parties hereto in the performance of any obligation contained in this agreement shall be deemed a breach hereof if the same shall arise from any causes beyond the control or without the fault or negligence of such party, including, but not restricted to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God, transportation embargoes or failures or delays in the delivery by any transportation facility.

Work performed under this agreement is covered by public liability and workman's compensation insurance, but said insurance does not provide coverage for the Purchaser. Centric shall not under any circumstances, be liable by reason of this agreement or otherwise, directly or indirectly for any property damage, accident, injury (including death) or damage to any person or persons whomsoever while riding upon or being in or about Purchaser's elevator equipment, except if said property damage, accident, injury, etc. is due to Centric's negligence. In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Centric be liable to Purchaser for any consequential, incidental or special damage howsoever caused.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style, arrangement and dimensions of the equipment offered.





2855 SE 9<sup>th</sup> Avenue  
 Portland, OR 97202  
 Tel: 503.234.0561  
 Fax: 503.232.8040

**ELEVATOR MAINTENANCE AGREEMENT**

*Full Maint. & Testing (\$245/mo.)  
 Incl. most repairs, tests*

**DATED AT:** May 9, 2024  
 Centric Elevator Corporation of Oregon  
 2855 SE 9<sup>th</sup> Avenue  
 Portland, OR 97202

**PURCHASER:** Yacolt Town Hall  
 202 W Cushman St  
 Yacolt, WA 98675

CENTRIC ELEVATOR CORPORATION (herein CENTRIC) agrees to provide Maintenance Service as specified herein for the following described equipment located at:

Yacolt Town Hall  
 202 W Cushman St  
 Yacolt, WA 98675

Quantity	Make	Type	Capacity	Speed	Openings	Number
One	Schindler330	Passenger	2100#	125FPM	2/2	PXH16423

**\*If we are given 2+ weeks' notice for the fire service testing it will be included as part of maintenance.**

CENTRIC will use trained personnel, employed and supervised by CENTRIC. All work specified herein will be performed during CENTRIC'S regular working days and hours unless stipulated otherwise herein. All work included herein will be in accordance with the maintenance requirements of the A17.1 Safety Code for Elevators and Escalators.

Under this agreement CENTRIC agrees:

- ✓ To use lubricants compounded to CENTRIC'S rigid specification, selected for the service conditions required.
- ✓ To periodically clean elevator hoistway(s) and pit(s).
- ✓ To perform, if applicable, an annual test of the car safety device (and counterweight safety device where applicable) at slow speed with no load. The governor and oil buffers where applicable will be tested and the governor will be recalibrated (if necessary) for proper tripping speed.
- ✓ To perform, if applicable, the rated load, rated speed test of the car safety device (and counterweight safety device where applicable) every five (5) years. Note: The first 5 year test performed by Centric under this agreement is not included under the coverage and will be an added cost. All subsequent 5 year testing is included under the pricing and coverage herein. The governor and oil buffers, where applicable, will be tested and the governor will be recalibrated (if necessary) for proper tripping speed. As part of this procedure, we load

**CENTRIC ELEVATOR** ~ Taking Customers to the Top!

the elevator(s) to the rated capacity and test the elevator safeties at rated speed. Full load testing can create unusual stresses to both the building and elevator equipment. It is agreed and understood that CENTRIC will not be responsible for any damage to the elevator equipment or building structure resulting from this work. Under no circumstances will CENTRIC be responsible for consequential damages.

- ✓ To perform, if applicable, an annual inspection and test of relief valve and cylinders which are not exposed to visual inspection. The relief valve will be tested by either running the empty car up at slow speed on to the plunger stop ring or closing the machine room shutoff valve. The cylinder shall be tested by locating the elevator platform to a convenient reference, opening the power disconnect switch and observing the position of the platform with respect to the chosen reference after a fifteen minute interval.
- ✓ To provide regular time emergency minor adjustment callback service in response to requests from PURCHASER or its authorized representative, during regular working days and hours of the elevator trade.
- ✓ To maintain a supply of routine replacement parts designed and manufactured for use on the equipment covered by this contract. This inventory may include, but not be limited to: contacts, springs, coils, leads, shunts, brushes, door operator motors, door rollers and gibs, brake parts, fixture contacts and lamps, solid state components, selector tapes, and guide shoe rollers and liners. These spare parts will be obtained from our strategically located storage facilities or supplier network, or from truck stock.
- ✓ To check the group dispatching system and make the necessary tests to ensure that all control circuits and time settings are adjusted to provide the best possible service, subject to the limitations of the existing control systems and/or software.
- ✓ To provide, where necessary in CENTRIC's opinion, a parts cabinet complete with high usage replacement parts, wiping cloths and lubricants. The parts cabinet shall not be accessed by PURCHASER or any third party on behalf of PURCHASER without consent of CENTRIC. Such supplies shall be maintained on the premises for the term of the contract and shall remain the property of CENTRIC.
- ✓ To keep wiring diagrams in the machine room for use by CENTRIC'S examiners. PURCHASER agrees to furnish a complete set of "as built" wiring diagrams and testing procedures required by the original manufacturer where necessary. Wiring diagrams and peripheral diagnostic and test equipment furnished by CENTRIC shall remain the property of CENTRIC.
- ✓ Under this agreement CENTRIC, where applicable, will regularly and systematically examine, adjust and lubricate as required, and when in CENTRIC'S opinion, conditions warrant, unless specifically excluded in the exceptions stated herein, repair or replace the:

**TRACTION MACHINE COMPONENTS**, including worm and gear, gear oil, thrust bearings and housings, drive sheave, drive sheave shaft bearings, brake pulley, coil, and linings.

**HYDRAULIC PUMP UNIT COMPONENTS**, including valves, pumps, motors, valve magnet coils, V-belts, bearings, seals and packing.

**MOTOR AND MOTOR-GENERATOR COMPONENTS**, including auxiliary rotating systems (tachometer and regulator), field windings, rotating elements, commutator, brushes, brush holders, and bearings.

**GOVERNOR COMPONENTS**, including sheave and shaft assembly, bearings, contacts, and jaws.

**IDLER SHEAVES**, including deflector, secondary, car 2:1, counterweight 2:1, compensation, governor tension sheaves, and related bearings.

**CONTROLLER COMPONENTS**, including relays, contacts, coils, leads, resistors, condensers, transformers and timing devices and solid-state parts, assemblies and modules.

**SELECTOR COMPONENTS**, including selector drive and all mechanical and electrical components.

**HOISTWAY DOOR INTERLOCKS**, hoistway door hangers and tracks, bottom door gibs, and auxiliary door closing devices for power operated doors.

**ROLLERS AND CONTACTS** for hoistway limit switches, slowdown switches, and leveling switches.

**GUIDE SHOE COMPONENTS**, including rollers or replaceable liners.

**BUFFER COMPONENTS** (spring or oil), including switches, seals and packing.

**AUTOMATIC POWER OPERATED DOOR OPERATOR COMPONENTS**, including motor, switches, cams, belts, chains, cables, other related electromechanical devices, door protective devices, car door hangers, tracks, and door switches.

**CAR AND COUNTERWEIGHT SAFETY MECHANISM COMPONENTS** and load-weighing switches.

**FIXTURE COMPONENTS**, including contacts, buttons, locks, lamps and sockets for the following devices: button stations (car and hall), hall lanterns, position indicators, direction indicators, master indicator, and control panels.

**TRAVELING CABLES AND CONTROL WIRING** for elevator operation located in the hoistway and machine room.

**HOIST CABLES**, governor cables, and compensating cables or chains.

The following services are not included under this Agreement:

- a) Make revisions to existing microcomputer software.
- b) Make safety tests other than those stipulated herein, or to test seismic devices, smoke sensors, emergency power systems, emergency lighting systems and fixtures, and emergency fireman's service systems. (Should PURCHASER so request, CENTRIC agrees to participate in such tests and PURCHASER agrees to pay CENTRIC for participating at CENTRIC'S standard hourly billing rates.)\*
- c) Installation of new attachments on the elevators whether recommended or directed by insurance companies or by governmental authorities, or to make any replacements with parts of a different design as may be necessitated by obsolescence.
- d) Replacement or realignment of guide rails.

It is specifically agreed by PURCHASER that CENTRIC will not be required to make renewals, repairs or replacements of components or extraordinary maintenance necessitated by negligence, misuse of the equipment, acts of God, obsolescence, loss of power, blown main line fuses, tripped stop switches, theft, vandalism, explosion, nuisance calls, acts of civil or military authorities, strikes, lockouts, fire, water damage or by any other cause beyond its control except ordinary wear and tear. No work or service other than that which is specified herein is included in this Agreement. In the event of the occurrence of any of the above causes, CENTRIC shall not be responsible for the

out of service status of the equipment pending repair. PURCHASER shall defend and indemnify and hold harmless CENTRIC from and against all damages of any kind and the claim for damage of any third party (including without limitation PURCHASER, its employees, agents, tenants, contractors and invitees) for injury, death or damage including reasonable attorney fees and costs.

CENTRIC also assumes no responsibility for the following items which are not covered by this Agreement: car enclosure, removable panels, door panels, car gates, plenum chambers, suspended ceiling, light diffusers, car lighting fixtures, light tubes or bulbs, batteries, handrails, mirrors, flooring, sills, car platform sub-flooring, music systems, car heaters or air conditioners, fans, communication devices, security systems not installed by CENTRIC, or fire alarm sensors, hoistway door panels, swing door closers, pit ladders, pit separator screens, pit and secondary level access doors, fixture faceplates or finished surfaces of any kind, disconnect switches, fuses and electrical power feeders to controllers, hydraulic jack unit cylinder or buried piping.

The items listed on the schedule below show considerable wear. To provide PURCHASER with the maximum service from these items, CENTRIC is accepting them in their present condition with the understanding that PURCHASER is to pay, in addition to the base amount of this Agreement, an extra charge at the time the items listed are first repaired or replaced. The charge for this replacement will be determined by prorating the total cost of replacing the individual items as follows: PURCHASER is to pay for that portion of the life of the items used prior to the commencement date of this Agreement and CENTRIC is to pay for that portion used since the commencement date of this Agreement. If none are listed, then this paragraph does not apply.

#### **SCHEDULE OF PARTS TO BE PRORATED**

##### **Name of Part**

##### **Installation Date**

None

##### **Under this Agreement PURCHASER agrees:**

- ✓ That all examination, adjusting, lubrication, and repair work included in this Agreement is to be performed during CENTRIC'S regular working hours of its regular working day unless otherwise specified below.
- ✓ That when overtime emergency minor adjustment callback service is not covered by the provisions of this Agreement and is requested, PURCHASER will make an additional payment to CENTRIC for such service calculated at CENTRIC'S standard hourly billing rate.
- ✓ That if PURCHASER requests the examination, adjusting, lubrication or repair work included in this Agreement to be completed before or after CENTRIC'S regular working hours, PURCHASER agrees to pay the difference between CENTRIC'S standard overtime billing rate and CENTRIC'S standard regular time billing rate for the time spent on the job accomplishing the work involved plus travel time and expenses to and from the job.
- ✓ To keep the elevator pit(s) and machine room(s) free from water and to not use these areas for storage on non-elevator related materials.
- ✓ Not to permit any party other than CENTRIC to make alterations, additions, adjustments, repairs, or upgrades to any component of the equipment contained herein during the term of the Agreement.
- ✓ That CENTRIC will not be required to make renewals or repairs necessitated by *UNUSUAL SERVICE OR ENVIRONMENTAL CONDITIONS* such as: (1) excessive departure from rated voltage and/or frequency when the

deviation factor of A.C. power supply exceeds 10%, or A.C. power supply is unbalanced; (2) when the ambient temperature in the machine room is less than 40 degrees Fahrenheit or exceeds 100 degrees Fahrenheit.

- ✓ That CENTRIC assumes no liability for accidents to persons or property except those directly and solely due to negligent acts of CENTRIC or its employees. The PURCHASER shall be solely responsible for supervising the use of the equipment at all times and shall provide attendant personnel, warning signs, and other controls as may be necessary or desirable to ensure the safety of persons and property in or about the equipment. CENTRIC does not assume possession, management, or control of any part of the equipment by virtue of this Agreement or otherwise, but such possession, management, and control remain exclusively with PURCHASER as the owner or lessee thereof.

Under this Agreement PURCHASER also agrees:

TO GIVE CENTRIC WRITTEN NOTICE WITHIN TWENTY-FOUR (24) HOURS OF ANY ACCIDENT, INCIDENT, ALTERATION OR CHANGE AFFECTING THE EQUIPMENT OR ITS OPERATION, AND OF ANY CHANGE OF OWNERSHIP OR MANAGEMENT. TO DISCONTINUE IMMEDIATELY THE ELEVATOR AND/OR ESCALATOR FROM SERVICE WHEN THE EQUIPMENT BECOMES UNSAFE OR OPERATES IN A MANNER WHICH MIGHT CAUSE INJURY TO THE USER THEREOF, OR DAMAGE TO THE EQUIPMENT.

THAT IN THE EVENT PURCHASER SHALL FAIL TO GIVE CENTRIC NOTICE WITHIN TWENTY-FOUR (24) HOURS OF ANY ACCIDENT OR SHALL FAIL TO DISCONTINUE IMMEDIATELY THE EQUIPMENT FROM SERVICE WHEN IT BECOMES UNSAFE OR OPERATES IN A MANNER WHICH MIGHT CAUSE INJURY TO A USER THEREOF OR DAMAGE TO THE EQUIPMENT, PURCHASER SHALL INDEMNIFY CENTRIC AND HOLD IT HARMLESS FROM AND AGAINST ALL LIABILITY OR EXPENSE OF ANY ACTION, INCLUDING ATTORNEYS FEES AND EXPENSES INCURRED IN DEFENDING ANY SUCH ACTION, BROUGHT BY ANY THIRD PARTY AND ARISING OUT OF SUCH ACCIDENT OR USE OF THE EQUIPMENT UNLESS IT SHALL BE JUDICIALLY DETERMINED THAT SUCH INJURY TO PERSON OR PROPERTY WAS CAUSED SOLELY BY THE NEGLIGENT ACTS OF CENTRIC OR ITS EMPLOYEES.

That CENTRIC shall not be responsible for any loss damage or delay caused by non-operation of the equipment, and under no circumstances shall CENTRIC be liable for any consequential damages or damages caused by the negligence of others or by any act or omission of others, whether arising under contract or tort.

That no failure or omission by either of the parties hereto in the performance of any obligation contained in this Agreement shall be deemed a breach hereof if the same shall arise from any causes beyond the control and without the fault or negligence of such party, by any officer, department, agency, or instrumentality thereof, from: fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, epidemic, quarantine, restriction, strike, lockout, disputes with workers, labor shortages, labor work stoppage or strike, transportation embargoes or failure or delays in transportation, or exhaustion or unavailability or delays in the delivery of any transportation facility, product or material necessary to the performance hereof, provided, however, that either party shall continue performance with the utmost dispatch whenever any such causes are removed. Any party claiming any such cause for any failure or omission hereunder shall, upon request, give prompt notice thereof to the other party.



### Pricing and Term

The AGREEMENT PRICE of **Two Hundred Twenty-Five Dollars (\$225)** per month is payable monthly in advance upon presentation of invoice, plus tax, if applicable. In the event of non-payment or late payment of any invoice for work covered and provided under this Agreement or for any Additional Work provided by CENTRIC to PURCHASER, said invoice shall accrue past due interest at the monthly rate of one and one-half percent (1 ½%) from the date of the invoice until paid in full.

The AGREEMENT PRICE shall be adjusted annually to compensate for changes in labor rates. Such adjustment shall be made effective the month within which falls the anniversary date of the commencement of service. Each adjustment shall be computed based on the percentage change in the straight time hourly labor cost of elevator mechanics including fringe benefits granted in addition to or in place of the hourly wages. CENTRIC also reserves the right to make an adjustment to the AGREEMENT PRICE should the equipment covered by this contract be modified from its present state or should fuel prices increase more than the Consumer Price Index (CPI) in any one year.

**Service shall commence on June 1<sup>st</sup>, 2024 (the "Commencement Date")** and shall continue for an initial term of five (5) years and then continue for similar subsequent terms thereafter until terminated. Either party may terminate this agreement by giving the other party 90 days written notice prior to the end of such term.

### Remedies

Payment of all sums pursuant to this Agreement for work covered and provided hereunder or for any Additional Work provided by CENTRIC to PURCHASER is an express condition precedent to the future rendering of service by Centric hereunder and/or under any other agreement with PURCHASER. CENTRIC reserves the right at CENTRIC's sole discretion, to suspend equipment coverage and the performance of any services until all payments which are forty five (45) days past due are brought current. CENTRIC's suspension of services hereunder shall not constitute a breach/default under this Agreement, and Centric shall not be liable for any loss, equipment failure, cost or damage resulting from or occurring during such suspension. Upon payments by PURCHASER being brought current and prior to a resumption of service, CENTRIC shall survey the equipment to determine and identify any equipment in need of repair or replacement. Equipment in need of repair or replacement shall be excluded from the scope of services provided hereunder until repaired or replaced as Additional Work hereunder by CENTRIC.

Notwithstanding any provision of this Agreement to the contrary, if PURCHASER fails to cure the failure to pay within fifteen (15) days from date of suspension of service notice from CENTRIC, CENTRIC may terminate this Agreement upon written notice, effective immediately without prejudice to any rights and remedies which it may have hereunder, at law or at equity.

In the event the PURCHASER fails to perform any obligation as required by the terms and conditions of this Agreement, including without limitation, the timely payment of all sums due and interest thereon as provided above, CENTRIC shall be entitled to specific performance by PURCHASER of all terms and conditions contained in this Agreement, payment of all sums due or to become due, costs, court and collection costs, and reasonable attorney's fees incurred in the enforcement of the terms and conditions of this Agreement.

### Miscellaneous Provisions

Any provision of this agreement prohibited by law shall be ineffective (but only to the extent of and wherever such prohibition shall be applicable) without invalidating the other provisions hereof.

This Agreement shall be construed and interpreted under the laws of the state in which the equipment covered by this contract is located, and CENTRIC shall have all remedies provided herein and by the laws of the state in which the equipment is located.

Any Written notice from PURCHASER shall be sent to: Centric Elevator, 2855 SE 9<sup>th</sup> Ave., Portland, OR 97202.

If this proposal correctly sets forth the understanding between the parties, PURCHASER shall indicate its acceptance by signing two copies in the space provided below and returning both to CENTRIC for acceptance by an authorized officer of CENTRIC, whereupon this proposal shall be and become a binding agreement between us, inuring to our respective successors and assigns, and constituting the entire agreement between us, superseding all previous understandings, whether written or oral. CENTRIC will return one fully executed copy to PURCHASER after acceptance.

This quotation is valid for ninety (90) days from the proposal date.

**Centric Elevator Corporation**

*Respectfully submitted,*

By: Maire-Kate Corken

Approved & Accepted Centric Elevator:

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer: \_\_\_\_\_

**Purchaser**

Approved by Authorized Representative:

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Principal, Owner or Authorized Representative of  
Principal or Owner

Agent: \_\_\_\_\_  
(Name of Owner)



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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Pole Building Price Estimates

**Proposed Meeting Date:** May 13, 2024

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

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

**Summary/ Background:** The Town is considering purchasing local property to use as a Public Works facility. In case they find property which has no building to use, the Town needs to look into what it may cost to build a pole building, so that we can factor that into the total cost of a property purchase. At a previous meeting, council members asked to have an estimate of prices presented. In a quick search on a commercial pole building manufacturer's website, the Clerk found the attached buildings and prices for Council's review. We have not sought competitive bids of course, because we have not settled on a purchase yet.

**Staff Contact(s):** Mayor Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)  
(360) 686-3922





50 x 120 \$97k Installed



40 x 90 \$61k Installed





64 x 40 \$44k Installed



40 x 120 \$77k Installed



## Town of Yacolt Request for Council Action

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

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

**Address:** 202 W. Cushman St.  
P.O. Box 160  
Yacolt, WA 98675  
**Phone:** David Ridenour (360) 991-7659

**Email Address:** clerk@townofyacolt.com  
**Alt. Phone:** Town Clerk (360) 686-3922

### ITEM INFORMATION:

**Item Title:** Council Meeting Procedures and Requirements .

**Proposed Meeting Date:** May 13, 2024.

**Action Requested of Council:** Review the requirements for Council meetings as well as habits and practices over which the Council may provide control or guidance.

**Proposed Motion:** None. For informal discussion only at this time. (Discussion can be followed by more formal action if desired by the Council.)

**Summary/ Background:** Questions have been raised by members of the public as well as by the Council regarding requirements and best practices for the conduct of Council meetings. The subjects range from meeting agendas, minutes, formal procedures, citizen communication, recordings, record keeping, disruptions, and so on.

To provide some helpful background on all of these important subjects, staff has attached a number of articles produced by MRSC, (the Municipal Research and Services Center). The articles can be skimmed or searched to find topics of interest.

RCW 42.30.240 regarding Public Comment during meetings is copied below. Staff will also be prepared to offer comments on these subjects during the meeting, and can provide some background about the Council's efforts to develop Council meeting procedures in the past.



**Attachments:** MRSC Articles regarding meetings and related subjects.

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

**RCW 42.30.240 - Public comment.**

(1) Except in an emergency situation, the governing body of a public agency shall provide an opportunity at or before every regular meeting at which final action is taken for public comment. The public comment required under this section may be taken orally at a public meeting, or by providing an opportunity for written testimony to be submitted before or at the meeting. If the governing body accepts written testimony, this testimony must be distributed to the governing body. The governing body may set a reasonable deadline for the submission of written testimony before the meeting.

(2) Upon the request of any individual who will have difficulty attending a meeting of the governing body of a public agency by reason of disability, limited mobility, or for any other reason that makes physical attendance at a meeting difficult, the governing body shall, when feasible, provide an opportunity for that individual to provide oral comment at the meeting remotely if oral comment from other members of the public will be accepted at the meeting.

(3) Nothing in this section prevents a governing body from allowing public comment on items not on the meeting agenda.

(4) Nothing in this section diminishes the authority of governing bodies to deal with interruptions under RCW 42.30.050, limits the ability of the governing body to put limitations on the time available for public comment or on how public comment is accepted, or requires a governing body to accept public comment that renders orderly conduct of the meeting unfeasible.

[ 2022 c 115 § 13.]

# [MRSC Articles Regarding Meetings]

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## Less Is More: Action Minutes Save Time, Serve the Agency Best

August 23, 2023 by [MRSC Insight, Ann G. Macfarlane](#)  
Category: [Guest Author, Legislative Body](#)



If your council, commission, or committee takes detailed minutes of your meetings, consider switching to action minutes. Action minutes record what is done at a meeting and not what is said.

### Background

What constitutes meeting minutes? The Open Public Meetings Act (OPMA) t [RCW 42.30.035\(1\)](#) provides:

The minutes of all regular and special meetings except executive sessions of such boards, commissions, agencies or authorities shall be promptly recorded and such records shall be open to public inspection.

State laws applicable to specific local governments also require agencies keep minutes for meetings of their legislative bodies, but the laws do not go into detail. See, for example, [RCW 35A.39.010](#) (applicable to code cities) which provides, in relevant part:

Every code city shall keep a journal of minutes of its legislative meetings with orders, resolutions and ordinances passed, and records of the proceedings of any city department, division or commission performing quasi-judicial functions as required by ordinances of the city and general laws of the state and shall keep such records open to the public...

Similar provisions can be found in the laws applicable to other local governments, including towns ([RCW 35.27.220](#), requiring clerk to keep an account of all council proceedings), counties, port districts, and water-sewer districts ([RCW 36.32.140](#), [RCW 53.12.245](#), [RCW 57.12.010](#), all of which require commission proceedings be recorded and kept in a book).

Aside from these provisions, there is very little statutory guidance on minutes. Over the years MRSC consultants have fielded many questions about meeting minutes, such as:

- What are the requirements for minutes? Must these include a verbatim transcript of the proceedings?
- Do names and residence of public comment participants go in minutes?
- Must meeting minutes include verbatim public comments or a summary thereof?

## The Challenge of Verbatim Recordings

While it may be natural for elected officials and representatives appointed to public bodies to desire a full record of what was said at meetings, the time and effort required to prepare such detailed minutes far exceed the value to the organization and the public. (Quasi-judicial hearings, of course, are another case entirely. Since decisions made at quasi-judicial hearings may be appealed, a verbatim transcript of the hearing is required.)

When a body wants its remarks "on the record," the agency's clerk or secretary has to spend hours transcribing those remarks, reviewing them, editing them, and preparing them for publication. Those are costly hours that could be better spent on other duties.

Once the minutes are prepared, the members of the governing body have to invest time and energy in reviewing the draft minutes. Corrections or changes often have to be made, requiring yet more work. Sometimes there are differences of opinion about whether the content was correctly noted or not. Sometimes people are offended by the way their remarks are written down. All corrections have to be voted on formally by the body. The result can be a big drawdown of time and emotional energy for a modest return.

Finally, detailed minutes make it a challenge to locate key items and decisions within the pages and pages of text. The document is far less functional when it includes remarks as well as actions.

The argument is sometimes made that detailed minutes are important for legislative history. A group with this goal in mind should include recitals and findings about its intentions within the body of the adopted legislation. Legislation speaks for itself.

## The Solution? Action Minutes

MRSC and [Jurassic Parliament](#) consistently recommend that local government councils, commissions, and committees use action minutes. *Robert's Rules of Order* offers a simple

guideline for what should be included in meeting minutes: minutes should record what is done, not what is said.

Action minutes record key information about the meeting and describe any action that was taken. They may also include a note that discussion was held — with a brief description of the discussion — if the governing body wants to make it clear that they did their due diligence on a given issue.

Here is a list of items that could be included in action minutes:

- Name of governing body and meeting location
- Times at which the meeting started and ended
- Which members of the governing body were present, which were absent (and if a quorum of the body was present — suggested, but not required)
- Which members of the agency staff were present
- Text of all main motions taken up by the body and their disposition (i.e., which motions passed, failed, were referred to committee, etc.)
- If amendments were made, the final version of the motion as amended
- Any [points of order or appeals](#) and their resolution

If, during the regular meeting, the governing body goes into executive session, the meeting minutes should record the time the executive session starts, the time it ends, and the purpose for going into executive session — see [RCW 42.30.110](#) (2). Note that minutes are *not* required to be taken at an executive session, and if kept, could be subject to disclosure under the [Public Records Act](#) (PRA).

*Robert's Rules of Order* recommends that a brief summary of oral reports be included in the minutes, but Jurassic Parliament recommends a more efficient way of doing this: Have the presenter provide a written summary of the report to the clerk or secretary. These summaries can then be separately attached to the final version of the minutes.

Some Washington local governments already use action minutes, and those that record their public meetings on audio or videotape find that posting the action minutes along with the recorded video allows the public to easily hear and see exactly how the discussion went. Further, [RCW 42.30.220](#) encourages agencies to record or stream and post recordings of their meetings online. If your agency elects to take this approach, entering tracking notations or time stamps into your written minutes will help readers easily locate the relevant moment in the recording. Some systems do this automatically.

As for the question of how to address public comment in the minutes, [RCW 42.30.035](#) only requires that the governing body have meeting minutes but does not specify what the minutes should include. Additionally, while the OPMA requires that your agency provide the opportunity for public comment at regular meetings at which final action is taken ([RCW 42.30.240](#)), it also does not address whether such comments should be included in meeting minutes. However, since meeting minutes are subject to disclosure under the PRA, if your agency chooses to include public comment in the minutes, we recommend a summary of the comment period that avoids providing personally identifiable information on individual commenters.

## Conclusion

What goes into the meeting minutes for your governing body is largely a matter of local policy set by the body, but we suggest that action minutes help a governing body stay focused on its future goals and result in savings in time and energy for the governing body as well as the agency as a whole.

Whatever your council, commission, or committee ultimately chooses to include in your meeting minutes, we recommend formally adopting a policy or procedure documenting this practice. MRSC's [Council/Commission Meeting](#) webpage includes sample rules of procedure for meeting minutes from cities and counties across the state.

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## Council/Commission Meetings

This page provides a basic overview of public meetings held by local government governing bodies (councils or commissions) in Washington State.

### Overview

A city council or board of commissioners meeting (whether county or special purpose district) is the place to get the critical job of policy-making done. A smoothly managed and productive council or commission meeting in the right setting can help the local government achieve its goals.

State law spells out some of the requirements for public meetings, primarily through the Open Public Meetings Act. In addition, many cities, counties, and special purpose districts have adopted their own formal rules of procedure to govern the conduct of their meetings.

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## Legal References

### Statutes

- [RCW 35.23.270](#) – City Council - Quorum - Rules - Journal, etc. (Second-Class Cities)
- [RCW 35.27.280](#) – Town Council - Quorum - Rules - Journal (Towns)
- [RCW 35A.12.110](#) – Council Meetings (Mayor-Council Plan)
- [RCW 35A.12.120](#) – Council - Quorum - Rules - Voting (Mayor-Council Plan)
- [RCW 35A.12.160](#) – Public Notice of Hearings and Meeting Agendas (Mayor-Council Plan)
- [RCW 35A.13.170](#) – Council - Quorum - Rules - Voting (Council-Manager Plan)
- [RCW 36.32.080](#) – Regular Meetings (Counties)
- [RCW 36.32.090](#) – Special Meetings (Counties)

- [RCW 36.32.140](#) – Record of Proceedings (Counties)
  - [Ch. 42.30 RCW](#) – Open Public Meetings Act
  - [RCW 42.30.080](#) – Special Meetings
  - [RCW 42.30.110](#) – Executive Sessions
  - [RCW 42.32.035](#) – Minutes
  - [RCW 9.41.305](#) – Local governments must post signs providing notice that it is unlawful to open carry a firearm or other weapon while attending a public meeting of the governing body.
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## Meeting Agendas

Public agencies with governing bodies must make the agenda of each regular meeting available online at least 24 hours before the published start time of the meeting. This applies to all but the smallest local government agencies ([RCW 42.30.077](#)). Special meeting notice (to include the date, time, place of the meeting and the business to be transacted) must be provided at least 24 hours in advance of the meeting as follows: (1) delivered personally at least 24 hours before the meeting to members of the governing body (unless they submit written waiver of notice or are present at the meeting) and to members of the news media who have a request on file; (2) posted on the agency website (if the agency has a website or shares one with another agency and has staff whose duty it is to maintain or update the website); and (3) displayed at the main entrance of the agency’s principal location/meeting site ([RCW 42.30.080](#)).

State law does not prevent subsequent modifications to a regular meeting agenda, nor does the failure to properly post the regular meeting agenda invalidate any otherwise legal action taken at the meeting or provide a basis for awarding attorney fees under [RCW 42.30.120](#) or commencing an action of mandamus or injunction under [RCW 42.30.130](#). While the special meeting agenda (i.e., special meeting notice) can be modified, the governing body cannot take final action on an item added to the special meeting notice unless it complies with the notice requirements for special meetings.

MRSC has a practice tip sheet on [Developing and Modifying Agendas](#) to guide agencies in developing their meeting agendas. MRSC also maintains a separate page on [City Council Meeting Agendas](#). This webpage offers an overview of the agenda preparation process, including sample council rules of procedure relating to agenda preparation and links to sample agendas.

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## Meeting Minutes

Minutes are the instant written record of a meeting or hearing. [RCW 42.30.035](#) requires the minutes of all regular and special meetings (except executive sessions) to be promptly recorded and open to public inspection.



Minutes are not required to be taken at an executive session, although the announced purpose of the executive session must be entered into the meeting minutes ([RCW 42.30.110\(2\)](#)). If minutes or notes are taken during an executive session, they may be subject to the disclosure requirements of the [Public Records Act](#).

While most local governments are required to post meeting agendas online, there is no similar requirement for meeting minutes. However, many governing bodies post both meeting agendas and minutes online in an effort to be more transparent to the public.

### Examples of City Rules of Procedure Relating to Meeting Minutes

- [Olympia City Council Guidebook](#) – Section 3.19 addresses minutes
- [Puyallup City Council Rules of Procedure](#) (2022) – Section 2.2 addresses minutes
- [Spokane Valley City Council Governance Manual](#) (2022) – Chapter 3, Section B.3 addresses minutes as part of the city clerk’s duties
- [Tumwater City Council Rules and Procedures](#) – Section 2.6 addresses minutes

### Examples of County Rules of Procedure Relating to Meeting Minutes

- [Clallam County Board of Commissioners Operating Guidelines](#) (2019) – Section .9 addresses minutes
- [King County City Council and Elections](#) – Section 1.24.235 addresses minutes
- [Pierce County Rules of Procedure](#) – Section 1.28.140 addresses minutes

### Examples of City Meeting Minutes

- [Monroe Council Minutes](#)
- [Shoreline Council Meeting Agendas, Minutes and Videos](#)
- [Tumwater City Council, Commission and Committee Meeting Agendas & Minutes](#)

### Examples of County Meeting Minutes

- [King County Clerk of the Council Meeting Calendar](#)
- [Mason County Commissioner Minutes](#)
- [Pierce County Council Minutes](#)

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## Public Meetings - Recommended Resources

The following resources may help local governments in planning for and conducting more efficient and productive public meetings.

- [AWC and MRSC: The Mayor and Councilmember Handbook](#) (2023) – This handbook addresses, among other things, council meetings.

- [Ask MRSC - Governance](#) – Contains archived questions MRSC staff have received with regard to governance, the legislative body, council/commission roles and responsibilities, and related issues
  - **Institute for Local Government (ILG):**
    - [Public Meetings Resource Center](#) – Offers a variety of tools addressing how to chair a meeting, parliamentary procedure, public participation, and technology in public meetings
    - [Get Your Public Meetings Back on Track](#) (2013) – What options do local officials have for reducing disruptions and disruptiveness?
    - [Understanding the Role of Chair](#) (2011) – A key element of the success of any meeting is the approach and skills of the meeting chair. This tip sheet offers ideas on how to perform this task with skill and grace.
    - [Tips for Promoting Civility at Public Meetings](#) (2011) – This tip sheet offers strategies for promoting civility in public meetings and includes a sample code of civility.
    - [Planning Public Forums: Questions to Guide Local Officials](#) (2007) – This guide was designed to help officials construct and plan public meetings.
    - [Strategies for Creating a More Collaborative, Effective Council](#) – This article distills lessons learned from mayors and council members who attended an ILG-led workshop on how to help local government leadership collaborate more effectively.
  - **Public Administration Review: [The Rituals of Public Meetings](#)** (2010) – This essay explores how public meeting rituals may impact participants and pragmatic outcomes.
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## Public Hearings - Recommended Resources

Local governments are sometimes required by state law to hold public hearings. The resources below may help in understanding and following proper hearing procedure.

- [MRSC: Public Hearings](#) – Discusses what is legally required for public hearings, including quasi-judicial hearings, and summarizes the basic procedures that should be followed
  - **Institute for Local Government: [Getting the Most out of Public Hearings](#)** (2005) – Offers practical ideas to maximize the effectiveness of public hearings
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## Parliamentary Procedure - Recommended Resources

Parliamentary procedure provides the process for proposing, amending, approving, and defeating legislative motions.

- [MRSC: Parliamentary Procedure: A Brief Guide to Robert's Rules of Order](#)

- [Jurassic Parliament](#) – Offers resources on using Robert's Rules of Order, meeting management, leadership, and more.

Last Modified: February 23, 2024

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# New Materials Help Local Governments Comply with the Open Public Meetings Act

June 26, 2023 by [Flannary Collins](#)

Category: [MRSC News and Updates](#), [Open Public Meetings Act](#)



In partnership with [The Center for Government Innovation](#), a service of the Washington State Auditor's Office, MRSC has revamped and completely updated its Open Public Meetings Act (OPMA) downloadable publication, its online OPMA Practice Tip Guidance Sheets, and OPMA webpages. In addition, MRSC has developed two new OPMA Practice Tips Guidance Sheets covering minutes and the development and modification of agendas.

## OPMA Publication Update

The first step we took in our comprehensive OPMA publication update was to reorganize the publication's flow so it better reflected how a local government would apply the OPMA. This includes step-by-step instructions regarding:

- Applicability — detailing which local agency bodies are subject to the OPMA
- What is a Meeting? — breaking down the definition of a meeting
- Exemptions — explaining which types of meetings are fully exempt
- Procedural Requirements — walking through the procedural requirements applicable to regular, special, and emergency meetings
- Executive Sessions — adding context for executive session topics
- Penalties and Enforcement
- Training Requirements
- Recommended Resources

The next step we took was to fully update the publication to reflect recent legislation. The OPMA underwent significant changes in 2022 when the legislature modified the law in response to how local governments had adapted and continued to hold their governing body meetings

during the COVID-19 pandemic. And, while the 2023 legislative session was quiet with regard to the OPMA, case law in recent years has added context to the OPMA’s obligations. The newly revised OPMA publication incorporates and highlights these recent and significant legislative changes over the last several years, including:

- A new section on serial meetings,
- A new section on hybrid and remote meetings,
- Additional detail on emergency meetings,
- New guidance on meeting cancellation and adjournment, and
- A detailed explanation of the public comment requirements for regular meetings at which final action is taken.

Plus, we updated the “Selected Questions” section included after each chapter by providing answers to those questions most frequently asked by MRSC’s local government customers over the last few years.

## OPMA Practice Tips Guidance Sheets

Many years ago, MRSC developed [OPMA Practice Tips Guidance Sheets](#) on the following topics: (1) Agency Obligations: A Starting Point; (2) Notice Requirements; (3) Executive Session Procedures; and (4) Electronic Communications Practice Tips. These short guidance documents have proved to be quite useful for agencies because they break down the OPMA’s many obligations into specific topics.

We have now developed two additional guides, which are available online in addition to the original four items, to assist local governments with OPMA compliance: (1) Developing and Modifying Agendas; and (2) Minutes. These topics are broadly applicable to all local governments since most have experienced this scenario: An agenda is developed and published for an upcoming meeting of the governing body, a situation develops, and the published agenda must be modified. Plus, all local governments are required to take meeting minutes.

With these guidance sheets, we focused on providing not just the legal obligations for these topics but also practical tips and recommended practices.

## Additional Improvements

MRSC also fully updated our series of [OPMA webpages](#), and we drafted a blog on [Practical Tips for Holding Hybrid Meetings](#).

## Thank You to Our Partner

We’d like to take this opportunity to thank [The Center for Government Innovation](#) for partnering with us on this project to update our OPMA materials. They helped make this project a success.

## Get an OPMA Case Law Update at Our Upcoming Webinar

We are providing OPMA training at an [upcoming webinar](#) on July 12, 2023. This training will cover the latest OPMA issues and case law updates for 2023, highlight MRSC’s new materials, and provide practical guidance on avoiding OPMA violations in areas such as setting/modifying meeting agendas, taking meeting minutes, cancelling or adjourning meetings, and more.

In the interim, here are links to all our materials related to the OPMA:

- [Executive Session Basics](#) and [Executive Session FAQs](#) webpages
- [Open Public Meetings Act Basics](#) and [OPMA FAQ’s](#) webpages
- [OPMA publication](#) (downloadable)
- [OPMA Practice Tips and Checklists](#) (downloadable)
- [OPMA Court Decisions and AG Opinions](#) webpage
- [MRSC Insight Blogs on the OPMA](#)

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**[Who has the authority to make changes to council meeting minutes?](#)** *Reviewed: August 2020*

City councils are required to keep minutes pursuant to [RCW 42.30.035](#):

The minutes of all regular and special meetings except executive sessions of such boards, commissions, agencies or authorities shall be promptly recorded and such records shall be open to public inspection.

State law does not impose any additional requirements, so individual cities typically adopt rules or procedures regarding meeting minutes. Meeting minutes are usually approved by the city council. If a councilmember wants to make a change to minutes that have been previously approved, he or she should bring a motion to amend the minutes at a council meeting. The council would decide whether or not to approve the motion.

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## The Basics of Meeting Agendas

September 20, 2023 by [MRSC Insight](#)  
Category: [Legislative Body](#)

For governing bodies, regardless of size, public meetings are crucial times in which to review, discuss, and outline policies, develop future plans, and conduct agency business. A well-run meeting efficiently utilizes the time of participating staff and elected officials but also reflects well on the agency in the mind of the public. A comprehensive, well-prepared meeting agenda can keep things moving along while ensuring all participants are on the same page.

### What Should Be Included?

There is no state law directing how meeting agendas should be prepared. Most local governments outline their procedures for agenda preparation and the order of business in their rules of procedure. Many examples are available on our [Council/Board of Commissioners Rules of Procedures](#) webpage and some approaches are outlined in [Setting the Agenda: Less Control, More Cooperation](#).

Items on the agenda should be prioritized and organized as efficiently as possible, allocating adequate time to considering major issues while minimizing time spent on routine, trivial, or noncontroversial issues. Any member of the governing body may request an item be added to the preliminary agenda, but only the governing body as a whole has the authority to approve the final agenda. Additionally, the agency's local rules of procedure will determine how an item gets on the preliminary agenda and whether staff or members of the public can request items be added.

### Consider the consent agenda

The consent agenda (also known by Roberts Rules of Order as a “consent calendar”) is a tool used to streamline meeting procedures by collecting routine, non-controversial items into a group whereby all items can be passed with a single motion and vote.

Consent agenda items may include approval of previous minutes; executive reports and committee reports provided for information only; correspondence requiring no action; or routine matters such as appointments to committees, project status reports, staff and facility updates, contract renewals, membership and program updates, or other items that require no discussion.

For more information, see [Streamlining Meetings Through the Consent Agenda](#).

## Who Should Prepare It?

Some governing bodies delegate preparation of the preliminary meeting agenda to an agency staff member, such as a clerk, mayor, administrator, manager, or some combination of staff. Some choose to have a member of the governing body (e.g., board chair will often take on this duty) prepare the preliminary agenda.

While a city councilmember, county commissioner, or special purpose district board member can prepare the preliminary agenda, this person must be careful not to solicit conversations with the other members about topics beyond the meeting itself (e.g., scheduling, timing, meeting facility). If members of the governing body were to discuss non-meeting agency-related topics, either one-on-one or in a group, outside of an open public meeting, then this discussion runs the risk of becoming a serial meeting in violation of the [Open Public Meetings Act](#) (OPMA). For more information, see [What Constitutes a Serial Meeting under the OPMA?](#)

## How Should It Be Shared?

[RCW 42.30.077](#) requires any public agencies with a governing body to make the preliminary agenda of each regular meeting available online at least 24 hours before the published start time



of the meeting. This applies to all but the smallest local governments that meet the requirements below:

- Has an aggregate valuation of the property subject to taxation by the district, city, or town of less than \$400,000,000;
- Has a population of under 3,000; and
- Has provided confirmation to the state auditor that the cost of posting notices on its website or a shared website would exceed one-tenth of 1% of the agency's budget.

Other laws require additional regular meeting notice and publication and/or posting of a preliminary agenda. See, e.g., [RCW 35.23.221](#), [RCW 35A.12.160](#) for second-class cities and cities under the mayor-council plan of government, and [RCW 36.32.080](#) for counties.

**Special Meetings:** [RCW 42.30.080](#) does not address the need for an agenda for a special meeting. However, it does require that the notice for the special meeting must specify “the business to be transacted” and that it must be physically posted at the agency’s physical location and posted on the agency’s website not less than 24 hours before the meeting. While the notice is not the same as an agenda, it is important for the notice to have this level of detail to ensure compliance with the OMPA.

Posting the notice online is not required if the agency does not have a website, has no full-time equivalent employees, or does not employ a person whose responsibility includes maintaining the agency’s website. For more information, see our tip sheet [Notice Requirements for Regular and Special Meetings](#).

Additionally, local governments may address how meeting agendas will be shared in their local rules of procedure. For example, Gig Harbor’s [Council Guidelines & Procedures](#) requires the agenda and meeting packet for city council meetings be posted to the city’s website “before 5:00 p.m. five calendar days before the meeting date.”

## Can It Be Amended?

Since the only constant in life is change, rest assured that preliminary agendas for meetings can be amended. Many agencies have rules that include a process to submit proposed changes to a preliminary agenda before the meeting. If the proposed changes are not included in the preliminary agenda, those changes can be added during the meeting.

Remember that the agenda is only preliminary until approved by the governing body. Depending on an agency’s local rules, a preliminary agenda should be able to be amended as part of the approval process for the agenda at the beginning of the meeting.

Unless the agency’s governing body has adopted different rules of procedure, it may amend the agenda at any time during the meeting in order to add or remove an item. For example, an individual member could move to add something to the agenda, and that item would then be voted on by the other members of the governing body. Of course, the governing body must vote to approve any amendments made to the agenda at any time.

For two local examples, consider how Puyallup and Pierce County address amending a meeting agenda. Puyallup’s [City Council Rules of Procedure](#) allows items to be added to the agenda if it is 1) time sensitive and 2) approved by a majority of councilmembers. In contrast, Pierce County [Rules of Procedure section 1.28.050\(F\)](#) restricts what can be added to the following actions:

- To refer an ordinance or resolution to committee.
- To set or revise a date of public hearing.
- To correct clerical errors.
- To consider emergency ordinances, emergency or appointment resolutions, proclamations, or awards.
- To authorize grant applications/awards.
- To approve final settlements and/or appeals.
- To consider motions that are not final action on any ordinance.

**Special Meetings:** The agenda of a special meeting can also be amended at any time, but a governing body may only take final action on items included in the notice of special meeting that was provided at least 24 hours in advance of the meeting itself (see [RCW 42.30.080](#)).

## Additional Resources

Our popular, downloadable [OPMA Practice Tips Guidance Sheets](#) break down the OPMA’s many obligations into specific topics so that your agency can stay in compliance. Find checklists and best practices for:

- Public meeting notice requirements,
- Executive session procedures,
- Electronic communications,
- Developing and modifying public meeting agendas, and
- Meeting minutes.

For additional questions, you can always [Ask MRSC](#).

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## Strategies for Managing Difficult Public Meetings

March 27, 2024 by [MRSC Insight](#)

From time to time, governing bodies are faced with conducting controversial, emotionally charged, meetings where tensions are high, and tempers may flare. Such meetings can test the members of the elected body and agency staff, but conflict and controversy can also make a positive contribution to a local government’s decision-making processes.

Thankfully, local governments can adopt a few tried-and-true meeting strategies to manage or reduce meeting distractions. Here are some steps you can take before, during, and after difficult public meetings to make them less stressful and more productive for everyone.

## Before the Meeting

Below are some items to address before your meeting.

### Consider your meeting agenda

A comprehensive, well-prepared [meeting agenda](#) can keep things moving along while ensuring all participants are on the same page. For example, an agency can minimize time spent on routine or noncontroversial issues by [adopting a consent agenda](#), allowing more time for discussion and reflection on important issues.

Agencies should also consider where to place a controversial issue on a meeting agenda. If you know that a particular item is likely to generate significant controversy and a larger than normal audience, consider moving it to the top of your agenda so that attendees are not forced to wait, adding to their frustration.

### Adopt procedural rules

A governing body should adopt and follow council or commission [rules of procedure](#), including [Robert's Rules of Order](#). Clear, easy-to-understand ground rules can go a long way toward maintaining order and civility. Local governments can also post comprehensive procedural rules (e.g., [Tukwila](#)), public participation guides, (e.g., [Redmond](#)) or abbreviated guidance (e.g., [Woodland](#)).

Since the public comment period at a public meeting is considered a “limited public forum” for free speech purposes, a local government can regulate the time, place, and manner of speech, provided such regulations are reasonable and content neutral. Such reasonable regulations may include:

- limiting speaker remarks to a certain number of minutes,
- limiting speaker remarks to items on the agenda, and/or
- requiring participants register to speak.

### Add informal outreach

When considering a controversial project or proposal, think about adding some informal educational sessions early in the process to provide ample notice, identify, and address initial concerns and to avoid any complaints that the governing body is trying to “ram through a decision.” Such meetings can also help [address misinformation](#) on the project/proposal.

### Provide early access to information

Many Washington local governments maintain webpages (or websites) for their governing bodies, offering information on councilmembers/commissioners, upcoming meeting agendas and packets, agency news, recordings of prior meetings, and more.

Agencies should also have enough printed copies of key meeting documents available at the meeting site.

### Offer alternatives to public speaking

Agencies should invite comments on key issues by email or print letters and acknowledge their receipt and entry into the record for those who are not comfortable with making comments at the meeting. Another option is a virtual public comment form so folks can sign-up in advance to speak during a meeting. For example, [Seattle](#) requires members of the public to sign up to make in-person or remote comments during council meetings.

Requiring individuals to sign-up in order to make a public comment is also useful in getting a sense of who and how many intend to speak and to determine the order they will be speaking in. Keep in mind these sign-up sheets or forms are subject to public records disclosure, so carefully consider how much information you require. Additionally, having a staff member greet attendees onsite at the sign-up table can create a more welcoming atmosphere for participants.

Also note that after a slate of racist and disruptive “Zoombombing” occurred during local government meetings across the state, some agencies, (e.g., [Seattle](#), [Lynnwood](#), [Kenmore](#), [Shoreline](#)) require *remote* commenters to sign up 24 hours before the meeting in the hope that this requirement will deter bad actors.

### Have the meeting site and equipment ready

If a topic is on the agenda that your agency knows will draw a large crowd, be sure adequate seating is available, or move to a larger venue. Also be sure to run a pre-meeting check of all your audio-visual or other equipment needed to avoid any unnecessary delays. This includes reviewing critical privacy and security settings for your remote meeting software, such as [Zoom](#).

## During the Meeting

During your meeting, consider using the following steps to keep things running as smoothly as possible.

### Start by offering a meeting overview

Begin by explaining the purpose of the meeting, the order of business, and what actions, if any, are expected to be taken by the conclusion of the meeting.

### Establish ground rules

The meeting chair should start the meeting by explaining the ground rules, including the values and behaviors that everyone will be expected to adhere to (respecting others' opinions, not interrupting, refraining from any personal attacks, etc.). Provide clear instructions of how to participate and what to expect since it may be the first interaction for some participants with local government.

### Consider including a briefing

Agency staff can prepare a brief overview and background presentation to help provide context, dispel rumors, address misinformation, and clarify understanding, especially for controversial or complicated topics. Presentations from external sources can also help.

### Restrict back-and-forth dialog

The meeting chair should clarify that during the public comment portion of the meeting members of the governing body will listen but not [engage in back-and-forth dialogue](#) with commenters. If a question arises during public comment, the governing body can ask agency staff to investigate the issue and report back.

### Take a break

Meeting breaks can help to ease tensions and regroup when appropriate. Time gives attendees a chance to calm down and can allow the agency to restore order.

### Deal with serious disruptions

If a break does not work to restore order and other techniques are not successful, governing bodies do have the authority to maintain order up to and including removal in certain circumstances. For more on this, see MRSC's blog: [When First Amendment Rights and Public Meetings Clash](#).

## The Special Role of Elected Officials

Elected officials play key roles in helping to maintain meeting order and decorum by:

- **Leading by example** — Your behavior towards other members of the governing body, staff, and the public should model the behavior that you expect from everyone attending the meeting.
- **Being prepared** — Know your facts and be truthful. Credibility is your most important asset in responding to criticism and conflict.
- **Giving speakers your full attention** — Refrain from using cell phones, having side conversations, or engaging in other distractions that could be interpreted as hostile or dismissive. For other ideas, see MRSC's blog: [Building Trust During Polarizing Times](#).
- **Explaining limits of legal authority** — Clearly explain those instances when requests or demands are beyond the scope of local government authority. Your legal counsel can be



helpful in these instances. No one gains from needless debates over positions that have no legal path forward.

Elected officials should also keep in mind that anger expressed in difficult meetings is most often directed at your position and not at you as an individual.

## After the Meeting

After a difficult meeting (or any meeting really that involves a proposal or project that involves significant community impacts), consider following up with these actions:

- **Summarize meeting outcomes** — Post meeting outcomes to your website and/or send out an email update summarizing the meeting’s purposes, objectives, and outcomes.
- **Respond to issues that could not be handled during the meeting** — Follow up with any commitments made during the meeting, such as having staff provide answers to questions that could not be addressed during the meeting.
- **Communicate next steps** — Outline any planned next steps, including expected milestones and a timetable for future actions.
- **Develop opportunities for further outreach** — Does your agency offer community members a way to stay up to date on news? Create an email list for those who want to receive updates regarding any future milestones and opportunities to be heard.

## Conclusion

Controversy and conflict, while stressful, can also help to frame community issues more broadly and provide a greater variety of perspectives. This may be particularly true as local governments work to become more inclusive of groups whose voices may not have been heard as much in the past.

Providing a fair and complete hearing of issues at council or commission meetings assures that everyone's viewpoints are thoroughly considered in decision-making processes. How the governing body responds and reacts to public participation will have a direct impact on the level of community trust in local officials and the agency in general.

For more information, readers may be interested in other MRSC blogs on the [legislative body](#) or [public participation](#).

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# Addressing Disruptions at Public Meetings

April 17, 2012 by [Ramsey Ramerman](#)

By Ramsey Ramerman, Assistant City Attorney, City of Everett

When members of the public disrupt a public meeting, the disruption poses several challenges for the governing body. A recent incident at a local school district highlights the procedural hoops a governing body must go through if they attempt to address the disruption by adjourning the meeting and reconvening it in another location. A recent federal case from California exposes liability risks when the governing body seeks to have a person removed from the meeting. Both incidents provide lessons for governing bodies seeking to comply with the Open Public Meetings Act (OPMA).

## Mechanics of Adjourning and Reconvening a Public Meeting After a Disruption

The local school district board was facing a crowd of nearly 500 attendees angry about the board's proposed action of accepting the resignation of a popular school principal. The crowd erupted with the board prepared to vote, disrupting the meeting preventing the vote. The board then voted to adjourn the meeting and reconvened at the district offices to conclude the meeting. The press was provided notice of the new location and was in attendance.

The OPMA expressly provides that adjournment as one of the three possible remedies for addressing disruptions. Removing the disrupters and having the room cleared are the other two options. See [RCW 42.30.050](#). But for the adjournment option to work, the governing body must take several actions:

- First, governing body must vote to adjourn the meeting and vote on the new location. [RCW 42.56.050](#).
- Second, governing body must provide the media in attendance with notice of the new location, who have a right to attend unless they were part of the disruption. [RCW 42.56.050](#).
- Third, governing body must post an order of adjournment, citing the new time and location, at the doorway of the location of the disrupted meeting. [RCW 42.56.090](#).
- Fourth, governing body may only take final action on items listed on the agenda for the adjourned meeting. [RCW 42.56.050](#).
- Finally, governing body is authorized to adopt procedures for allowing members of the public into the reconvened meeting. [RCW 42.56.050](#).

Implicit in this final point is that, other than the media, the reconvened meeting may be held without the public in attendance. Unless the entire crowd was involved in the disruption, however, keeping the meeting closed to the public will likely undercut public trust in the governing body's actions. Therefore, the best practice would be to have procedures adopted ahead of time to address re-admittance.

The governing body must be careful, however, that the rules do not allow, and are not administered to allow, the governing body to discriminate on who is allowed to attend based on the attendee's viewpoint. The only factor should be whether the attendee was involved in the prior disruption. Otherwise, some of the First Amendment concerns discussed below will arise.

The failure to follow the OPMA's procedures for disruptions and adjournment can have serious consequences. Any actions taken in violation of the OPMA are considered "null and void." [RCW 42.30.060](#). Moreover, members who knowingly violate the OPMA can be personally fined. Finally, the entity will be liable for any attorney fees.

## Risks of Having Disruptive Persons Removed from a Meeting

As noted, a governing body can also address disruptions by having the disrupting audience members removed. But the case of *Norse v. City of Santa Cruz*, 629 F.3d 966 (2010), the Ninth Circuit Federal Court of Appeals, shows that such actions should be taken cautiously. In that case, the court held that city councilmembers can be held personally liable for ordering the ejection of an attendee at a city council meeting. Washington State is in the Ninth Circuit, so this case is binding authority. Moreover, although the case involves the ejection of a single individual, the holding could also apply when a governing body ejects all attendees.

In *Norse*, the attendee was ejected after making a silent Nazi salute. The councilmembers said this action violated the dignity and decorum of the city council. The city council asserted that its rules classified violations of dignity and decorum as "disruptions" that justified the ejection. The court rejected this claim.

The court held that city council meetings are considered limited public forums, so First Amendment protections apply. Under the First Amendment, time, place and manner restrictions are permissible as long as they are viewpoint neutral. Such restrictions can allow for the ejection of an attendee, but only if the attendee's actions disrupt, disturb or otherwise impede the orderly conduct of the meeting.

In this case, there was no evidence that the Nazi salute caused a disruption - instead it appeared that the attendee was ejected because the councilmembers did not like the viewpoint the attendee expressed with his action. An ejection based on the attendee's expressed viewpoint would violate the attendee's First Amendment rights.

In rejecting the city's claims, the court made two important points. First, it held that the First Amendment protections apply throughout the entire meeting - not just during a time designated for public comment. Second, for an ejection to be proper, there must be an actual disruption - the city could not define disruption to mean something less than a disruption.

Several lessons can be learned from this case.

- The entire open meeting is a limited public forum where First Amendment protections apply.
- Governing body rules should clearly provide the governing body with the authority to eject members of the public who disrupt meetings.
- The governing body should tolerate offensive conduct by attendees as long as the conduct does not cause an actual disruption.
- The governing body should attempt other methods to address a perceived disruption before resorting to ejection.

- The governing body should treat all disruptions in a similar manner so it cannot be claimed that a decision to eject was based on the viewpoint expressed rather than the disruption itself.
- The governing body should never limit an attendee's speech because it does not like the viewpoint expressed.
- All time, place and manner restrictions, including time limits for comments, should be enforced in a uniform manner so persons with unpopular viewpoints cannot claim that they are being limited based on their viewpoint.

Governing bodies are far from helpless when faced with disruptive attendees at public meetings. The OPMA provides for three separate options governing bodies can take to re-assert control over their meetings. But they must be careful to follow all procedural requirements in the OPMA and take care NOT to prejudice any attendee based on the attendee's viewpoint, rather than any actually disruptive conduct.

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## How Well Do You Walk this Meeting Tightrope?

February 25, 2016 by [Ann G. Macfarlane](#)  
 Category: [Guest Author](#), [Legislative Body](#)

Chairing a meeting requires two skills that are not easy to combine. The presider has to control the meeting, which requires strength. At the same time, he or she has to remain emotionally connected to the members, which requires warmth. Put too much strength into your voice, and you come across as cold and uncaring. Put too much warmth into your delivery, and you seem weak. Walking this tightrope takes insight and thought. If you manage it well, your members will enjoy your meetings and your council or board will make better decisions.

### Control the Meeting

It's the first principle of good meetings that the leader must control what goes on. This requires a well-prepared agenda, a physical setting conducive to keeping all the members in view, excellent acoustics and the willingness to speak up when things go wrong. A timid or shy chair may struggle to learn how to interrupt someone who's breaking the rules, but the end result makes it well worth the effort. Of course this is easier if you actually HAVE rules. We recommend that councils and boards adopt [Robert's Rules of Order](#) to run their meetings, and also prepare [council bylaws or guidelines](#) addressing the specific points needed for their circumstances. Fortunately MRSC has ample material available for your reference.

### Keep Connected

At the same time, the emotional connection to your members, and to your audience, is critical. Your colleagues must feel that you care about them and have their interests at heart. You can use humor and light touches of personal comment to make sure that this happens. Most of all, you must treat everyone equally. Following the rule that no one may speak a second time until

everyone who wishes to do so has spoken once will demonstrate that you are a fair-minded person who plays no favorites. This gives the members confidence and security that they are free to speak their minds. They can then give their best judgment to the deliberations.

## Serve the Group

One of the worst things a leader can say is, “This is my meeting.” In public life the meeting belongs to the group, not to the leader. You must do your very best to determine the will of the group—which means the will of the majority—and to obey it. When it seems that a recess might be helpful, ask the group. When you think that remarks aren’t relevant to the topic under discussion, ask the group. When you believe that a member is indirectly insulting another member, ask the group. A leader who understands how to control the meeting, while following the direction of the group as a whole, fulfills the deepest promise of our democracy.

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## Don’t Get into Back-and-Forth Exchanges During Public Comment

August 29, 2019 by [Ann G. Macfarlane](#)  
Category: [Legislative Body](#), [Guest Author](#)

When city councils, school boards, or other public bodies hold their meetings, it is customary to reserve a time in the meeting for members of the public to speak to their elected officials. One common name for this is the public comment period. We strongly recommend that elected officials should not get into back-and-forth exchanges with members of the public during the public comment period.

### Whose Meeting Is It Anyway?

In most states of the union, members of the public are authorized by state law to attend local government meetings. These laws may be called “sunshine acts” or “open public meeting acts.” States usually allow members of the public to address their elected officials on matters of concern during the meetings. But though the local government meetings are *held in public*, they are not *meetings of the public*. The meetings belong to the local government body that is meeting.

### What Is the Purpose of the Public Comment Period?

The purpose of the public comment period is for members of the public to inform the governing body of their views. This is an important function and it is critical for the elected officials to listen with care to the public, and to consider what they hear in their deliberations. It is also critical for the elected officials to convey to the public that they care! Don’t follow the example of a certain county in my home state of Washington, where the



elected officials wander out to get coffee or check their cell phones while the public is speaking.

## Why the Public Comment Period Is Not a Chance to Dialogue

While listening with attention is critical, we believe that it is best not to enter into dialogue with the public during the meeting. It is highly challenging to give accurate responses on critical and complex issues on the spot. We have seen too many instances where the discussion degenerates into a back-and-forth exchange that ends up creating more heat than light. To use a slang expression, sometimes the meeting goes “down the tubes” and never really recovers. This can lead to a fraught atmosphere at future meetings, public outrage, and a general loss of confidence in the board or council.

## What Should You Say?

In general, it is best not to respond at all to public comment. However, the chair may provide brief factual information, if appropriate. This must not degenerate into lecturing or criticism.

The best approach is for the chair to say, “Thank you for your comment” to each speaker. Keep a warm and pleasant expression if the speaker was complimentary, or a neutral face if not, and then move on to the next speaker. Don’t play favorites with the public and do your best to treat all speakers the same. Be sure to observe any time limits consistently.

## How Can You Appear Interested and Concerned if You Can’t Answer?

It isn’t easy, but the chair and the members of the public body convey interest and concern by their body language. Ideally, they should listen to each person speaking as if there were no one else in the room.

## Structuring the Public Comment Period

You can also take structural steps to let the public know how much you care. We recommend:

- Announcing the policy at the beginning of each meeting, so people know they won’t be getting answers to their questions or concerns during the public comment period.
- Providing a handout on the policy, including an invitation to submit comments in writing and other ways to make your views known.
- Having a staff person available so people with specific concerns can convey them, to be addressed after the meeting by the appropriate party.
- Establishing other channels to connect with your public, such as community forums, personal discussions, “coffee with the mayor,” a form on your website, surveys, etc.
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## Additional Resources

Download our [Guidelines for Public Comment in Local Government Meetings](#) for tips on managing comments at public meetings (Note: Public hearings and quasi-judicial hearings

are governed by different rules than public meetings) or the [Citizen's Guide](#) for a short and reader-friendly explanation of many aspects of local government meetings.

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## When Public Comment is Challenging

December 19, 2014 by [Ann G. Macfarlane](#)

### By Ann G. Macfarlane, PRP

This fall I had the privilege of working with planning directors from across the state at their 25th annual conference in Chelan, Washington. Our focus was on keeping things on track when folks are rude, crude or confused, particularly during public comment sessions. At the end of the day, I asked the participants to share the most valuable thing they had learned from our work together. Readers may enjoy these excerpts from their comments:

- Public process and debate are improved when the presider is deliberate and clear.
- Formality helps to depersonalize issues.
- I learned the importance of both responding to comments that deserve clarification, and passing on comments that deserve no response.
- It is acceptable practice to refute misleading public comments from the dais.
- Staff has the ability to interact in a hearing to correct what was said.
- It is important for electeds to refute – calmly – attacks on staff.
- Be assertive about correcting the record and maintain decorum. Recognize emotion is part of the deal.
- In the face of hostile remarks, stay calm, stay connected and don't roll your eyes!
- Language tips: keep it formal but warm, phrase things in the positive, provide lots of information, and strike the word “but” from your vocabulary.
- A greater emphasis on following good process can help focus efforts and save time.
- Provide a brief written explanation to the public that sets forth rules for making public comments.
- Emotional connection is crucial in a meeting, but stay prepared with formal rules of procedure when insults fly.
- I learned how obvious the rules for an efficient meeting are, but how hard they are to follow.

Many thanks to the city and county planning directors of Washington for the opportunity to explore this issue together. I welcome comments and observations from readers – what have you found to be most effective in structuring your public comment sessions?



## Town of Yacolt Request for Council Action

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

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

**Address:** 202 W. Cushman St.  
P.O. Box 160  
Yacolt, WA 98675  
**Phone:** Town Clerk (360) 686-3922

**Email Address:** clerk@townofyacolt.com  
**Alt. Phone:** Town Clerk (360) 686-3922

### ITEM INFORMATION:

**Item Title:** Public Hearing and Review of Proposed 6-Year Transportation Plan for 2025-2030.

**Proposed Meeting Date:** May 13, 2024.

**Action Requested of Council:** None. Final adoption of the new 6-Year Plan and its adopting Resolution is planned for the Council's June 10 regular meeting.

**Proposed Motion:** None.

**Summary/ Background:** RCW 35.77 requires that all cities and towns create perpetual six-year plans for proposed transportation improvements. Yacolt is required to update its six-year plan annually before July 1<sup>st</sup> of each year. Yacolt's proposed new plan (attached) has been developed by the Town Engineer, the Public Works Director and the Town Clerk.

The Council will hold a public hearing on the proposed plan at this meeting. Following that public hearing, the Council may consider changes or additions to the plan. Based on the Council's direction following discussion at this meeting, staff will prepare a final six-year plan for 2025-2030 to be presented during the June 10, 2024 regular meeting.

The plan must be filed with the Secretary of Transportation within 30 days of its adoption, and in any event, no later than July 1.

Other noteworthy elements of the statute are listed below:

1. The Town's Six-Year Transportation Plan must be consistent with the Comprehensive Plan. (RCW 35.77.010(1)).
2. The Plan must include any new or enhanced bicycle or pedestrian facilities identified pursuant to 36.70A.070(6) or other applicable changes that promote nonmotorized transit. (RCW 35.77.010(1)).
3. The Six-Year Plan must specifically set forth projects and programs of regional significance. (RCW 35.77.010(1)).
4. The Six-Year Plan must contain information as to how the Town will expend its moneys, including funds made available for nonmotorized transportation purposes. (RCW 35.77.010(2) and RCW 47.30).
5. The Six-Year Plan must contain information as to how the Town will preserve railroad right-of-way in the event the railroad ceases to operate in the Town's jurisdiction. (RCW 35.77.010(3)).
6. Each annual revision to the Six-Year Plan must include consideration of, and, where practicable, provisions for bicycle routes. However, the Town is not required to provide for bicycle routes where the cost of establishing them would be excessively disproportionate to the need or probable use. (RCW 35.77.015).
7. The Town is allowed to enter agreements with the County to perform road construction and maintenance services. Such agreements must be approved by Town ordinance. (RCW 35.77.020, 030, and 040).

**Attachments:**

- 1). Yacolt's proposed 6-Year Transportation Improvement Plan for 2025-2030.
- 2). Proposed Resolution #626 for Adoption of the 6-Year Transportation Improvement Plan. (Resolution number subject to change.)

**Staff Contact(s):**

Stephanie Fields, Town Clerk.  
Terry Gardner, Public Works Director.  
Devin Jackson, Town Engineer.  
David W. Ridenour, Town Attorney.

**Resolution #626**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING THE TOWN'S REVISED COMPREHENSIVE SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN FOR 2025-2030, AND REPEALING ALL CONFLICTING ORDINANCES AND RESOLUTIONS**

**Whereas**, the Town of Yacolt, (hereafter “Town” or “Yacolt”), is required by RCW 35.77 to review and revise annually its Six-Year Transportation Improvement Plan, consisting of street-related improvement projects in priority order, proposed to be completed within the next six years;

**Whereas**, the purpose of the revised and extended plan is to ensure that the Town will have available advance plans for use as a guide in carrying out a coordinated street construction program, and as a program and schedule for the financing of anticipated public improvements;

**Whereas**, notice of the time and place for a public hearing on the revised and extended plan was published in the Town’s official newspaper on May 1, 2024, with said public hearing being scheduled for May 13, 2024, during a regular public meeting of the Town Council;

**Whereas**, the scheduled public hearing was held on May 13, 2024, at which the Council accepted testimony from the general public on the revised and extended plan and discussion was had as to the improvements of various streets and related transportation facilities within the Town, together with the specific priority of each project, as required by RCW 35.77.010;

**Whereas**, the revised and extended plan provides a logical and necessary means to implement in a coordinated and financially feasible manner elements of the Town’s Comprehensive Plan; to coordinate the Town’s plans with other government agencies; and to qualify the Town for various tax and grant funding opportunities;

**Whereas**, the Town Council makes the following findings with respect to the revised and extended plan:

- 1). The revised and extended plan is consistent with Yacolt’s Growth Management Plan;
- 2). The revised and extended plan addresses pedestrian and bicycle facilities adequately;
- 3). The cost of providing significant bicycle routes would be excessively disproportionate to the need or probable use of such facilities at this time versus the need for street maintenance and construction;
- 4). The revised and extended plan is exempt from the expenditure requirements for non-motorized traffic facilities described in RCW 47.30.050 pursuant to the terms of that statute; and,
- 5). The revised and extended plan described in this Resolution is in the best interest of the public and the residents of the Town of Yacolt;

**Whereas**, the Town has satisfied applicable public hearing and notice requirements prior to adoption of this Resolution;

**Whereas**, the Yacolt Town Council desires to adopt the revised and extended plan attached to this Resolution as Exhibit A; and,

**Whereas**, the Town Council of the Town of Yacolt is in regular session this 10<sup>th</sup> day of June, 2024, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

Section 1 - Adoption of Plan. The Town of Yacolt’s Comprehensive Six-Year Transportation Improvement Plan for 2025-2030, attached hereto as Exhibit “A”, is hereby adopted as the current transportation improvement plan for the Town of Yacolt.

Projects and timeframes identified in the Six-Year Transportation Improvement Program are estimates only, and may change due to a variety of circumstances. The projects and timeframes are not intended by the Town to be relied upon by property owners or developers in making development decisions.

In the event a railroad ceases to use any railroad right-of-way within the Town, the Town will utilize all reasonable options available under state or federal law to preserve the right-of-way for future rail purposes pursuant to RCW 35.77.010(3).

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

- a). Transmit a copy of this Resolution, (with the attached revised and extended Comprehensive Six-Year Transportation Improvement Plan for 2025-2030), to the Secretary of Transportation for the Washington State Department of Transportation. The Town Clerk is directed to file these documents with the Washington State Department of Transportation within thirty (30) days of the adoption of this Resolution, or by July 1, 2024, whichever date is earliest;
- b). Cause notice of the adoption of this Resolution to be published forthwith in the Town’s official newspaper pursuant to Section 6 below;
- c). Promptly forward copies of this Resolution to the Washington Transportation Improvement Board, (TIB), the appropriate department of the Public Services Department of Clark County, Washington, and such other offices as may be required; and,
- d). Promptly post a copy of this Resolution on the Town’s website for public inspection.

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

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

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



Section 6 - Effective Date. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law. The Town Clerk may publish the following summary of this Resolution:

**Town of Yacolt - Summary of Resolution #626**

The Town Council of the Town of Yacolt adopted Resolution #626 at its regularly scheduled Town Council meeting held on June 10, 2024. 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 the Town’s Revised Comprehensive Six-Year Transportation Improvement Plan for 2025-2030, and Repealing All Conflicting Ordinances and Resolutions”.

The effective date of the Resolution is June 10, 2024. A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 19<sup>th</sup> day of June, 2024.  
Yacolt Town Clerk.

**Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 10<sup>th</sup> day of June, 2024.**

TOWN OF YACOLT

\_\_\_\_\_  
Ian Shealy, Mayor

Attest:

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

Approved as to Form:

\_\_\_\_\_  
David W. Ridenour, Town Attorney

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

## TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #626 of the Town of Yacolt, Washington, entitled "A Resolution of the Town Council of the Town of Yacolt, Washington, Adopting the Town's Revised Comprehensive Six-Year Transportation Improvement Plan for 2025-2030, and Repealing All Conflicting Ordinances and Resolutions" 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: June 19, 2024

Effective Date: June 10, 2024

Resolution Number: 626

## Town of Yacolt, Clark County, Washington

### Six Year Transportation Improvement Plan

From 2025 to 2030

Public Hearing: May 13, 2024

Adopted June 10, 2024 : Resolution #626

Project Description	Priority	Financing	2025	2026	2027	2028	2029	2030
<b>General Planning Evaluation</b> Engineering review and planning evaluation of the Town's streets, sidewalks, curbs, gutters, drainage, bicycle and pedestrian elements, ADA transition planning, and/or railroad crossing structures.	1	State Funds: \$30,000 Local Funds: \$36,000 Total Funds: \$66,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
<b>W. Cushman Street</b> ADA crossing at Cushman across RR Ave Curbs, sidewalks	1	State Funds: \$148,675 Local Funds: \$7,825 Total Funds: \$156,500	\$ 156,500					
<b>E. Hoag Street</b> NE Railroad Ave to terminus Pavement preservation	1	State Funds: \$19,475 Local Funds: \$1025 Total Funds: \$20,500	\$ 20,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>N Hubbard Ave</b> E Jones St to E Yacolt Rd New pavement, curbs, sidewalks	1	State Funds: \$725,325 Local Funds: \$38,175 Total Funds: \$763,500	\$ 763,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>South Hubbard</b> E Jones to E Hoag St Pavement preservation	2	State Funds: \$37,300 Local Funds: Total Funds: \$37,300	\$ -	\$ 37,300	\$ -	\$ -	\$ -	\$ -
<b>Parcel Ave #2</b> W Humphrey St to South Town Limits New pavement	2	Federal Funds: \$285,625 (CDBG) Local Funds: \$25,000 Total Funds: \$310,625	\$ -	\$ 310,625	\$ -	\$ -	\$ -	\$ -
<b>Parcel Ave #1</b> W Yacolt Rd to W Humphrey St	2	State Funds: \$513,395 TIB	\$ -	\$ 513,395	\$ -	\$ -	\$ -	\$ -

New pavement, curbs and widening	4	Local Funds: \$75,000 Total Funds: \$588,395	\$ -	\$ 588,395	\$ -	\$ -	\$ -	\$ -
<b>East Yacolt Rd</b> N Railroad Ave to E Town Limits New pavement, curbs and drainage	2	State Funds: \$732,650 (RSTP) Local Funds: \$7,000 Total Funds: 739,650	\$ -	\$ 739,650	\$ -	\$ -	\$ -	\$ -
<b>West Yacolt Rd</b> Pavement preservation 1900 lin. ft.	3	State funds \$ 60,800 (RSTP) Local Funds: \$5,000 Total Funds: \$65,800	\$ -	\$ -	\$ 65,800	\$ -	\$ -	\$ -
<b>N. Amboy Road</b> W. Jones St. to W. Yacolt Road New pavement, curbs, sidewalks and drainage	5	Fed. Funds : \$418,000 (TIB) Local Funds: \$7,350 Total Funds: \$425,350	\$ -	\$ -	\$ 425,350	\$ -	\$ -	\$ -
<b>Johnson Avenue</b> W. Yacolt Road to W. Humphrey St. New pavement, curbs, sidewalks & drainage	3	Fed Funds : \$ 539,500 (CDBG) Local Funds: \$33,000 Total Funds: \$575,500	\$ -	\$ -	\$ 572,500	\$ -	\$ -	\$ -
<b>E. Farrer Street</b> N. Hubbard to N. Pine Ave. Pavement preservation	4	State Funds : \$ 36,900 Local Funds: \$0 Total Funds: \$36,900	\$ -	\$ -	\$ -	\$ 36,900	\$ -	\$ -
<b>N. Pine Street</b> E. Yacolt Rd. to Dead End Pavement preservation	4	State Funds: \$44,550 Local Funds: \$0 Total Funds: \$44,550	\$ -	\$ -	\$ -	\$ 44,550	\$ -	\$ -
<b>N. Hubbard Road</b> E. Yacolt Rd. to N. Dead End Pavement preservation	4	State Funds: \$0 Local Funds: \$46,090 Total Funds: \$46,090	\$ -	\$ -	\$ -	\$ 46,090	\$ -	\$ -
<b>S. Williams</b> E. Jones St. to E. Humphrey St. New pavement, sidewalks, curbs & drainage	5	Fed. Funds: \$220,950 (CDBG) State Funds: \$17,600 Total Funds: \$238,550	\$ -	\$ -	\$ -	\$ -	\$ 238,550	\$ -
<b>E. Humphrey Street</b> S. Williams Ave. to S. Hubbard Ave. New pavement, curbs, sidewalks and drainage	5	State Funds : \$254,330 Local Funds: \$0 Total Funds: \$254,330	\$ -	\$ -	\$ -	\$ -	\$ 254,330	\$ -
<b>W. Christy Street</b> N. Amboy Road to Dead End at Park New pavement and sidewalks	5	State Funds: \$385,000 Local Funds: \$17,250 Total Funds: \$402,250	\$ -	\$ -	\$ -	\$ -	\$ 402,250	\$ -

<b>Ranck Avenue</b> W. Cushman St. to W. Wilson St. New pavement, curbs & drainage	5	State Funds: \$417,170 Local Funds: \$0 Total Funds: \$417,170	\$ -	\$ -	\$ -	\$ -	\$ 417,170	\$ -
<b>W. Hoag Street</b> S. Railroad Ave. to Dead End New pavement, curbs and drainage	5	State Funds: \$502,880 (CDBG) Local Funds: \$110,000 Total Funds: \$612,880	\$ -	\$ -	\$ -	\$ -	\$ 612,880	\$ -
<b>W. Wilson Street</b> S. Railroad Avenue to Dead End New pavement and curbs	5	State Funds: \$664,400 Local Funds: \$110,840 Total Funds: \$775,240.	\$ -	\$ -	\$ -	\$ -	\$ 775,240	\$ -
<b>W. Humphrey St.</b> S. Railroad Ave. to W. Town Limits New pavement, curbs, and drainage	5	State Funds : \$781,665 Local Funds: \$172,700 Total Funds: \$954,365	\$ -	\$ -	\$ -	\$ -	\$ 954,365	\$ -
<b>Blackmore Avenue</b> W. Humphrey St. to W. Jones Pavement preservation	6	Local Funds: \$8,940 State Funds: \$8,940 Total Funds: \$17,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,880
<b>E. Valley Road</b> S. Hubbard to Dead End Pavement preservation	6	State Funds: \$22,000 Local Funds: \$3,300 Total Funds: \$25,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,300
<b>E. Wilson</b> S. Hubbard to Dead End Pavement preservation	6	State Funds: \$20,900 Local Funds: \$5,200 Total Funds: \$26,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,100
<b>W. Christy Street</b> N. Amboy Road to Dead End Pavement preservation	6	State Funds: \$39,040 Local Funds: \$0 Total Funds: \$39,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,040
<b>N. Cedar Avenue</b> E. Yacolt Road to Dead End Pavement preservation	6	State Funds: \$46,090 Local Funds: \$0 Total Funds: \$46,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,090
<b>W. Jones Street</b> W. Town Limits to Railroad Avenue Pavement preservation	6	State Funds: \$0 Local Funds: \$69,070 Total Funds: \$69,070	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,070
<b>N. Pine Avenue</b> E. Jones to Dead End Curbs, sidewalks, drainage	6	State Funds: \$159,400 Local Funds: \$0 Total Funds: \$159,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,400
<b>W. Bumpski Street</b> S. Parcel to Dead End New pavement, sidewalks, curbs and drainage	6	Fed. Funds: \$143,000 (CDBG) State Funds: \$23,550 Total Funds: \$166,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,550



## Town of Yacolt Request for Council Action

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

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

**Address:** 202 W. Cushman St.  
P.O. Box 160  
Yacolt, WA 98675  
**Phone:** David Ridenour (360) 991-7659

**Email Address:** clerk@townofyacolt.com  
**Alt. Phone:** Town Clerk (360) 686-3922

### ITEM INFORMATION:

**Item Title:** Complete Streets Policy.

**Proposed Meeting Date:** May 13, 2024.

**Action Requested of Council:** Review and approve Ordinance #598 creating a Complete Streets Policy to be added as Chapter 12.15 of the Yacolt Municipal Code.

**Proposed Motion:** “I move that the Town Council approve Ordinance #598 as presented, adopting a Complete Streets Policy for the Town.”

**Summary/ Background:** The Washington State legislature passed the Complete Streets Act in 2011, (RCW 47.04.320-.340). The purpose of the Act was to encourage local governments to adopt their own complete streets ordinances and promote safe access to all “including bicyclists, pedestrians, motorists, and public transportation users.”

RCW 47.04.320 establishes a grant program to help cities, towns, and counties pay for complete streets projects. To be eligible for a grant, the statute requires local governments to adopt a jurisdiction-wide complete streets ordinance.

The Town’s Engineer, Jackson Engineering, has proposed that the Council consider adopting a Complete Street Policy for its direct benefits to the public and for the grant funding opportunities that would result.

Proposed Ordinance #598 adopting a Complete Streets Policy is attached for the Council’s review.



**Attachments:** DRAFT Ordinance #598, Adopting YMC 12.15 – Complete Streets Policy.

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

**ORDINANCE #598**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING CHAPTER 12.15 OF THE YACOLT MUNICIPAL CODE TO ESTABLISH A “COMPLETE STREETS POLICY” TO PROMOTE SAFE ACCESS AND ACCOMMODATIONS TO ALL USERS INCLUDING BICYCLISTS, PEDESTRIANS, MOTORISTS AND PUBLIC TRANSPORTATION USERS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION**

**Whereas**, the Town of Yacolt’s Comprehensive Plan addresses the need for new streets to provide transportation for all modes of travel;

**Whereas**, the Washington State Legislature passed the Complete Streets Act, (RCW 47.04.320-340), in 2011, creating a complete streets grant program to encourage street designs that safely meet the needs of all users and also protect and preserve a community’s environment and character;

**Whereas**, in order to ensure that the Town’s Comprehensive Plan vision is implemented, it is necessary to adopt a new chapter in the Yacolt Municipal Code to address the criteria and procedures for Complete Streets;

**Whereas**, it is the intent of the Town to provide transportation options to maximize the mobility and safety of its population;

**Whereas**, Yacolt’s Complete Streets guiding principle is to design, operate and maintain the Town’s streets to promote safe and convenient access and travel for all users including pedestrians, bicyclists, transit riders and people of all ages and abilities as well as freight and motor vehicle drivers;

**Whereas**, adopting a Complete Streets Program will open up additional funding opportunities and make the Town eligible for additional grants through the State Complete Streets Grant Program, when it is funded by the Legislature; and,

**Whereas**, the Town Council of the Town of Yacolt is in regular session this 13<sup>th</sup> day of May, 2024, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

**NOW THEREFORE, be it Ordained by the Town Council of the Town of Yacolt, Washington:**

**Section 1 – YMC Chapter 12.15, Complete Streets Policy, Enacted:** A new chapter, Chapter 12.15, entitled “Complete Streets Policy” is hereby created and added to Title 12 of the Yacolt Municipal Code, to read as follows:

**Chapter 12.15  
COMPLETE STREET POLICY**

Sections:

- 12.15.010 Purpose.
- 12.15.020 Definitions.
- 12.15.030 Applicability.

- 12.15.040 Exceptions.
- 12.15.050 Projects.
- 12.15.060 Network.
- 12.15.070 Freight / Truck Routes.
- 12.15.080 Intergovernmental Coordination.
- 12.15.090 Best Practice Criteria.
- 12.15.100 Performance Standards.
- 12.15.110 Implementation.
- 12.15.120 Funding for Complete Streets.

**12.15.010 Purpose.**

The Town of Yacolt prides itself on the quality of life available to its residents, and encourages active living and safety by providing safe, convenient, healthy and comfortable routes for walking, bicycling, and public transportation.

The vision of Yacolt is a community in which all users regardless of age, ability, or preferred mode of travel can safely and efficiently use the public right-of-way to meet their transportation needs. Yacolt recognizes that Complete Streets will increase the health and safety of residents, improve economic vitality, and improve connectivity for all modes of transportation within the Town.

The purpose of this Chapter is to ensure that planning for all users is included during planning, design, construction, maintenance, and replacement of all Town transportation projects and plans. The Town of Yacolt shall, to the maximum extent practical, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities in all new construction, retrofit or reconstruction projects. Through ongoing operations and maintenance, the Town shall identify cost effective opportunities to include complete streets practices.

**12.15.020 Definitions.**

“Complete Street” means a road that is designed to be safe and accessible for all transportation users including drivers, bicyclists, transit users, freight, emergency service providers, and pedestrians of all ages and abilities.

“Complete street infrastructure” means design features that contribute to a safe, convenient, and comfortable travel experience for users, including but not limited to features such as: sidewalks; shared-use paths; bicycle lanes; automobile lanes; paved shoulders; landscaping; curbs; accessible curb ramps; bulb-outs; crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; traffic calming devices; surface treatments such as paving blocks, textured asphalt, and concrete; narrow vehicle lanes; and raised medians.

“Street” means any public right-of-way, including arterials, connectors, alleys, ways, lanes, and roadways by any other designation, as well as bridges, tunnels, and any other portions of the transportation network, that is open for use by the general public.

“Street project” means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any street and includes the planning, design, approval, and implementation processes.

“Users” means individuals that use streets, including pedestrians, bicyclists, motorists, and public transportation riders and drivers.

**12.15.030 Applicability.**

This Chapter shall apply to all areas within the Town limits of Yacolt. The provisions of this Chapter shall, to the maximum extent practicable, apply to all new construction, improvements, and replacement or rehabilitation of the Town of Yacolt’s transportation network, whether performed by the Town or a private party.

**12.15.040 Exceptions.**

Not all roadways or projects are suitable for all Complete Streets elements. The following activities and projects are exempted from the Complete Streets Program:

- A. Where a documented absence of current or future need exists;
- B. Where application of this policy would require the accommodation of street uses that are prohibited by law;
- C. Emergency utility repair requiring roadway repair or reconstruction;
- D. Where routine maintenance of the transportation network is performed that does not change the roadway geometry or operations, such as mowing, sweeping, chip seal, seal coats, and spot repair;
- E. Where the cost would be disproportionate to the current need or probable future uses;
- F. Where there would be significant adverse environmental impacts to streams, wetlands, steep slopes, or other critical areas;
- G. Where Complete Streets elements are not practical, are contrary to public safety, or are prohibited; and,
- H. In instances where a documented exception is granted by the Town Council.

**12.15.050 Projects.**

Those involved in planning and design of projects within the public right-of-way will give consideration to all users and modes of travel from the start of planning and design work. Transportation improvements shall be viewed as opportunities to create safer, more accessible streets for all users. This shall apply to new construction, reconstruction, and rehabilitation. Community engagement will be encouraged during project planning and development.

**12.15.060 Network.**

Projects should enhance the overall transportation system and its connectivity for access to parks or recreation areas, schools, downtown, existing pedestrian or bicycle networks, or regional bicycle pedestrian plans prepared by other associated groups such as Clark County.

**12.15.070 Freight / Truck Routes.**

Because freight is important to the overall economy of Yacolt and has unique right-of-way needs to support that role, freight will be the major priority on streets classified as truck routes. Complete street improvements that are consistent with freight mobility but also support other modes and user needs shall be considered for truck routes.

**12.15.080 Intergovernmental Coordination.**

It is a goal of the Town of Yacolt to foster partnerships with all Washington State transportation agencies including the Washington State Department of Transportation, the Federal Highway Administration, Clark County, C-Tran, the Battle Ground School District, and any funding agency to implement the Complete Streets Policy.

**12.15.090 Best Practice Criteria.**

Transportation facilities shall be designed to include Complete Streets elements that will best serve the transportation needs of all users. The priority shall be on the needs and comfort of all users, considering issues such as street design and width, desired operating speed, street lighting, beautification and connectivity.

The Town Council or its designee shall modify, develop and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction, and operations including but not limited to the latest editions of American Association of State Highway Transportation Officials, Institute of Transportation Engineers, and National Association of City Transportation Officials, while reflecting the context and character of the surrounding built and natural environments and enhance the appearance of such.

**12.15.100 Performance standards.**

The Town of Yacolt shall put into place performance standards with measurable benchmarks to continuously evaluate the Complete Streets Policy for success and opportunities for improvement. Performance standards may include transportation and mode shift, miles of bicycle facilities or sidewalks, public participation, number of ADA accommodations built, number of ADA accommodations retrofitted, and number of exemptions from this policy approved.

**12.15.110 Implementation.**

This policy will primarily be implemented during the annual development of Yacolt’s six-year transportation improvement plan. The Town will also work to incorporate complete streets principles into the Comprehensive plan and associated documents.

**12.15.120 Funding for Complete Streets.**

Complete streets may be achieved through single projects or incrementally through a series of smaller improvements or maintenance activities over time. It is the city’s intent that all sources of transportation funding be drawn upon to implement complete streets. The city believes that maximum financial flexibility is important to implement complete streets principles.

**Section 2 – Ratification and Confirmation of Prior Acts:** All acts taken by Town officers and staff prior to the enactment of this Ordinance that are consistent with and in furtherance of the purpose or intent of this Ordinance are hereby ratified, approved and confirmed by the Town Council.

**Section 3 – Instructions to the Clerk:** The Town Clerk shall:

- a). Cause notice of the adoption of this Ordinance to be published forthwith in the Town’s official newspaper pursuant to Section 8 below; and,
- b). Promptly post a copy of this Ordinance on the Town’s website for public inspection.

**Section 4 – Codification of Ordinance:** Upon the Effective Date of this Ordinance, the Town Clerk is directed to send a copy hereof to Code Publishing Company of Seattle, Washington, so that the provisions of Section 1 of this Ordinance may be promptly reflected in the Yacolt Municipal Code.

**Section 5 – Corrections by Town Clerk or Code Reviser:** Upon approval of the Town Attorney, the Town Clerk and the code reviser are authorized to make necessary corrections to this Ordinance,

including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering, section/subsection numbering, and references thereto.

**Section 6 – Severability:** If any one or more sections, subsections, or sentences of this Ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance and the same shall remain in full force and effect.

**Section 7 - Adoption of Recitals:** The foregoing Recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

**Section 8 – Effective Date and Publication of Summary:** This Ordinance shall take effect immediately upon adoption and publication according to law. Notice of this Ordinance may be provided by publication of the following summary in the Town’s official newspaper:

**Town of Yacolt - Summary of Ordinance #598**

The Town Council of the Town of Yacolt adopted Ordinance #598 at its regularly scheduled Town Council meeting held on May 13, 2024. The content of the Ordinance is summarized in its title as follows:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING CHAPTER 12.15 OF THE YACOLT MUNICIPAL CODE TO ESTABLISH A “COMPLETE STREETS POLICY” TO PROMOTE SAFE ACCESS AND ACCOMMODATIONS TO ALL USERS INCLUDING BICYCLISTS, PEDESTRIANS, MOTORISTS AND PUBLIC TRANSPORTATION USERS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

The effective date of the Ordinance is May 22, 2024.

A copy of the full text of the Ordinance will be mailed upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 22<sup>nd</sup> day of May, 2024.  
Stephanie Fields, Town Clerk

**PASSED** by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 13<sup>th</sup> day of May, 2024.

**TOWN OF YACOLT**

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Ian Shealy, Mayor



**Attest:**

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

Approved as to Form:

\_\_\_\_\_  
David W. Ridenour, Town Attorney

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

## TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance #598 of the Town of Yacolt, Washington, entitled "AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ADOPTING CHAPTER 12.15 OF THE YACOLT MUNICIPAL CODE TO ESTABLISH A "COMPLETE STREETS POLICY" TO PROMOTE SAFE ACCESS AND ACCOMMODATIONS TO ALL USERS INCLUDING BICYCLISTS, PEDESTRIANS, MOTORISTS AND PUBLIC TRANSPORTATION USERS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION" as approved according to law by the Town Council on the date therein mentioned. The Ordinance has been published or posted according to law.

Attest:

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Stephanie Fields, Town Clerk

Approved: May 13, 2024

Published: May 22, 2024

Effective Date: May 22, 2024

Ordinance Number: 598



## 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:** Rendezvous Days Donation Requests

**Proposed Meeting Date:** May 13, 2024

**Action Requested of Council:** Consider donations being requested for 4<sup>th</sup> of July Fireworks and the BigFoot Fun Run

**Proposed Motion:** "I move that the Town donates \$\_\_\_\_\_ toward the July 4<sup>th</sup> Fireworks Show and \$\_\_\_\_\_ toward the BigFoot Fun Run."

**Summary/ Background:** The people who are putting on the big Fireworks show in Town this year have asked the Town to donate money to help defray their costs, as they are buying all the materials out of their own pockets. They are hoping for \$1000 from the Town. The people who are putting on the BigFoot Fun Run on June 29<sup>th</sup> in Yacolt have asked the Town to help sponsor T-shirts/medals/flags/mugs, or whatever they can – they would like the Town to donate \$3500 toward the costs of the race. (Last year, the Town simply paid for the cost of the Port-a-potties which were set up at the Rec Park, for the use of the racers who camped there.) Among other questions, Council may want to discuss: Should we donate anything at all to either of these groups? Should we pay for the port-a-potties again? Should we donate a different amount than what is being asked for? Is the Town even *allowed* to donate? Is there a benefit to the Town or the Town's citizens for either donation being asked for?

**Staff Contact(s):** Mayor Shealy

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

(360) 686-3922





## Town of Yacolt Request for Council Action

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

**Name:** Clerk Fields

**Group Name:**

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Cybersecurity Pilot Program Offer from RMSA

**Proposed Meeting Date:** May 13, 2024

**Action Requested of Council:** Decide whether you'd like to participate in RMSA's Cybersecurity Program

**Proposed Motion:** "I move that we accept (or decline) RMSA's offer to participate in the Cybersecurity Pilot Plan they are offering us for free for a year."

**Summary/ Background:** Risk Management Services Administration provides insurance, training, advice, and various other types of support for municipalities all over the state, including Yacolt. They recognize the need for increased Cyber Security, and are offering a year of free cybersecurity service to a few of the smaller cities and Towns at no charge, in order to help those municipalities bolster their computer and digital storage security. Attached is information about the program, including costs after the first free year.

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

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)  
(360) 686-3922

AWC Risk Management Service Agency (RMSA) has provided Cyber coverage to our members since 2019, but with increasing malicious cyber activity and expanding cyber threat mitigation requirements from the insurers, RMSA has determined that additional steps are needed.

Working closely with our national risk pool, NLC Mutual / NLC RISC, we're launching a Cybersecurity Pilot Initiative for a select group of members with our cybersecurity and technology partner, VC3.

Feedback and perspective from your municipality will be valuable as we analyze providing the benefit to all insured members in the future.

**AWC RMSA and NLC Mutual / NLC RISC are funding this Cybersecurity Initiative for the first year. The cost to your municipality is \$0 for the first twelve months of coverage and services.**

The Cybersecurity Initiative includes the following technology and services:

- **Onboarding:** Onsite visit to review the existing cybersecurity technologies you have in place protecting your servers and workstations/laptops. Onsite visits will be flexibly scheduled between now and no later than September 30<sup>th</sup>, 2024.
- **Data Backup:** If data backup with offsite data backup storage is not adequately deployed for critical servers (or critical workstations, if there are no servers), data backup will be deployed. Data backup is critical in ensuring that when you get attacked, your municipality can recover your data without negotiating with criminals.
- **Email Advanced Threat Protection (ATP):** If ATP technology is not adequately deployed for email, ATP technology will be deployed. ATP encrypts your email, scans it for malware, and stops most phishing and spam attempts from ever reaching your employees.
- **Endpoint Detection and Response (EDR):** If EDR technology is not adequately deployed for servers and workstations/laptops, EDR will be deployed. Today, antivirus is not enough. EDR detects malware and potential cyberattacks on endpoint devices (servers, workstations, laptops, etc.) preventing them from spreading across your network.
- **Multifactor Authentication (MFA):** If MFA technology is not adequately deployed for email access, admin access, and remote access, MFA technology will be deployed. MFA is a multi-step account login process that requires users to verify their identity in more than one way. For example, along with the password, users might be asked to enter a code sent to their phone.
- **Security Awareness Training (SAT):** If SAT is not deployed for all municipal email users, SAT will be deployed. SAT provides phishing tests and security awareness training to keep municipal staff and elected officials sharp, skilled, and smart when encountering cyberattacks through emails, text messages, social media, or by phone.



Local governments remain a key target for cyber attackers. As cyber-attacks become more frequent and complex, RMSA wants to make sure our pooling members are not only prepared but also assured that recovery is possible if or when they are a victim of a cyber-attack.

**There is a limited number of slots budgeted to participate in the cybersecurity initiative.** To secure your participation, please respond to this email so that we can initiate the agreement and schedule your on-site visit.

## FAQs

### Who is NLC Mutual / NLC RISC?

National League of Cities Mutual Insurance Company (NLC Mutual) was founded to provide a stable reinsurance answer for public entities with the assistance of the National League of Cities (NLC). Today, NLC Mutual is a dynamic pool of pools, a member-powered collaborative community comprised of 29 state league-sponsored risk pools. Through Board representation every member can influence the direction of the organization to ensure our common mission. The National League of Cities Risk Information Sharing Consortium (NLC RISC) is your trusted resource for information sharing, expertise, and thought leadership in pooling. We provide tools, resources, and partnerships to help your pool make the communities you serve safer and stronger.

### Who is VC3?

VC3 is a managed IT and cybersecurity services provider serving over 1,100 municipalities and 700 businesses throughout North America. Organizations come to us to help navigate their technology journey and to provide the expertise they need to manage cyber risks and IT infrastructure.

### How much will the Cybersecurity Initiative cost our municipality?

AWC RMSA and NLC Mutual / NLC RISC are funding this cybersecurity initiative for the first year. The cost to your municipality is \$0 for the first twelve months of coverage and services. here's a rough breakdown of costs in a per month format. These may change over the course of 2024 into 2025 and onward but these are the current costs for members in the pilot.

- **MFA:** \$4.25 per device per month
- **Workstation Data Backup/Disaster Recovery:** \$56.99 per workstation per month
- **Server Data Backup/Disaster Recovery:** \$121.40 per server per month
- **Email ATP:** \$5.23 per device per month
- **EDR:** \$8.80 per device per month
- **SAT:** \$1.50 per device per month

These two are separate one time fees related to Office 365:

- Configure Office 365 MFA \$100 one-time fee
- Configure Office 365 ATP \$100 one-time fee

**After the first twelve months, what ongoing services will be needed to maintain cybersecurity and how much will it cost our municipality?**

Should your municipality choose to budget for the next year of coverage, VC3 can provide a quote based on the resulting cybersecurity solutions deployed. You are automatically approved to use your Loss Control grant for this purpose.

**What are the benefits of participating?**

The benefits of participating in the Cybersecurity Initiative, include but are not limited to, deploying modern solutions following technology industry recommended best practices, protecting your municipality and its assets from cyber attackers, demonstrating proactive initiative for underwriters to consider when assessing insurance costs and loss exposures, participating to be a voice in providing feedback and perspective on this cybersecurity initiative as AWC RMSA analyzes providing the benefit to all insured members in the future, and \$0 cost to your municipality for the first 12 months.

**Who are my primary points of contact for the Cybersecurity Initiative?**

Henry Dietz, AWC RMSA Risk Management Coordinator  
Erin Peterson, NLC-RISC Program Specialist  
Erica Almendarez, VC3 Onboarding Project Manager

**What will occur for Onboarding?**

- VC3 Project Manager will go onsite to meet/check-in with the municipality primary point of contact (POC) to discuss the onboarding process, answer any questions, deploy server and workstations/laptop software that allows an offsite VC3 Engineer to access and onboard the devices.
- VC3 Project Manager will perform a brief site walk-thru to identify possible risks.
- Once a VC3 engineer has access to the devices and is engaged, the onsite VC3 Project Manager will meet/check-out with the municipality POC and leave heading to the next participating municipality onboarding.

**What is Data Backup?**

Data backup is critical in ensuring that when you get attacked, your municipality can recover your data without negotiating with criminals. Data backup with offsite data backup storage will be deployed for critical servers (or critical workstations if there are no servers).

**What is Email Advanced Threat Protection (ATP)?**

ATP encrypts your email, scans it for malware, and stops most phishing and spam attempts from ever reaching your employees.

**What is Endpoint Detection and Response (EDR)?**

EDR detects malware and potential cyberattacks on servers, workstations, laptops, etc., preventing attacks.

**Does Endpoint Detection and Response (EDR) replace our antivirus?**

Yes, EDR will replace your antivirus. Antivirus provides the ability to detect and respond to malware on an infected computer using a variety of different techniques. EDR incorporates antivirus and other endpoint security functionality providing more fully featured protection against a wide range of potential threats. Typically, it is recommended other antivirus tools be removed when an EDR solution is installed. Running both can cause slowness or other technical issues on systems and devices.

**What is Multifactor Authentication (MFA)?**

MFA is a multi-step account login process that requires users to verify their identity in more than one way. For example, along with the password, users might be asked to enter a code sent to their phone.

**What is Security Awareness Training?**

Security Awareness Training provides phishing tests and security awareness training to keep municipal staff and elected officials sharp, skilled, and smart when encountering cyberattacks through emails, text messages, social media, or by phone.

**Will my existing technologies be replaced?**

During onboarding, the existing cybersecurity solutions (for Data Backup, ATP, EDR, MFA, and SAT) you have in place at your municipality will be determined and recommendations made for any that should be replaced along with the reason why.

**What happens if an incident occurs?**

If a cybersecurity incident occurs, VC3 will work to recover the municipality. It is critical that AWC RMSA Cybersecurity Initiative's complete stack of cybersecurity solutions (for Data Backup, ATP, EDR, MFA, and SAT) be deployed in their entirety to ensure your municipality is best positioned to protect against cyber attackers and to know you can recover.



## Town of Yacolt Request for Council Action

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

**Name:** Mayor Shealy

**Group Name:**

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Nominations for Parade Grand Marshal and Yacolt Citizen of the Year

**Proposed Meeting Date:** May 13, 2024

**Action Requested of Council:** Make nominations for the 4<sup>th</sup> of July Parade Grand Marshal and for Yacolt Citizen of the Year

#### Proposed Motions:

1. "I nominate \_\_\_\_\_ to be the Grand Marshal of this year's 4<sup>th</sup> of July Parade."
2. "I nominate \_\_\_\_\_ as Yacolt's 2024 Citizen of the Year."

(Alternately, a private ballot could be held, for later tallying.)

**Summary/ Background:** It has been a tradition for the Town Council to select the recipient of the above-titled honors. Honorees will be announced to the public at the opening ceremony for Rendezvous Days, on June 28<sup>th</sup> at 6pm at the Ballfields.

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

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)  
(360) 686-3922