

# Town of Yacolt Council Meeting Agenda Monday, March 14, 2022 7:00 PM Town Hall

**Call to Order** 

**Flag Salute** 

**Roll Call** 

**Late Changes to the Agenda** 

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

1. 2-14-22 Council Meeting Minutes DRAFT

### **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. North Clark Little League Field Use Agreement
- 3. Hardin Estate Update
- 4. YMC Ch. 12.05 Revisions
- 5. Spruce Ave. Short Plat Update

### **New Business**

6. Backroads Liquor License Application

7. **PUD Water Presentation** 8. Silver Star Service <u>9.</u> RR Ave and Hoag Subdivision Application 10. Jorgensen Timber Harvest 2022 11. **Public Records Request Impacts 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** 

<u>Adjourn</u>

**Executive Session** 

Approve to Pay Bills on Behalf of the Town



# Town of Yacolt Town Council Meeting Minutes

Monday, February 14, 2022 7:00 PM Town Hall / Virtual / Telephonic

### **Call to Order**

7:00 PM

### Flag Salute

### Roll Call

Council Members Present: Amy Boget, Michelle Dawson, Joshua Beck, Ronald Homola, Marina Viray Also present: Mayor Katelyn Listek, Attorney David Ridenour, Public Works Director Terry Gardner, Clerk Stephanie Fields

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

Red Cross Month Proclamation added as the first item under new business

### Approve Minutes of 1-10-2022 Meeting

Motion to approve minutes from January 10th meeting

Motion: Beck 2<sup>nd</sup>: Boget

Aye: Boget, Dawson, Beck, Homola, Viray Nay: 0

**Motion Carried** 

### **Citizen Communication**

None

### **Unfinished Business**

### YMC Ch. 12.05 Revision

Councilmember Beck had submitted his suggestions for changes to be made in Yacolt Municipal Code Ch. 12.05. These changes could also require Ordinances #422 and 511 to be amended. After some discussion, it was decided that the suggested changes be adopted. In addition, Council decided to increase the charge per bag of trash left behind when park facilities are rented from \$5 to \$7 per 33-gal. bag. The Clerk was directed to begin drafting the corrections to the Code and Ordinances.

Motion: Beck 2<sup>nd</sup>: Boget

Aye: Boget, Dawson, Beck, Homola, Viray Nay: 0

**Motion Carried** 

### **New Business**

### **Red Cross Month Proclamation**

Mayor Listek read her Proclamation officially declaring March as Red Cross Month. (A copy of the Proclamation is included at the end of these minutes.)

### **Hardin Property Update**

Attorney Ridenour gave history and details regarding the property at 110 S. Hubbard Ave. The occupants have vacated, and the property is boarded up. The property will be listed for sale soon, with a good chunk of the proceeds to be paid to the Town for an old debt. The Town of Yacolt is in the 3<sup>rd</sup> lien position, and is owed approximately \$54,000.

### **NCLL Requests**

Trevor Conder, president of North Clark Little League, spoke about some improvements they would like to make at the ballfields: new paintjob on the buildings, a faucet added for a nearer water source, and some tall poles for foul-ball netting to be installed. The Agreement we have in place with NCLL requires them to get permission from the Town for alterations, so he was asking for that permission, and also wanted to know if the Town could help in any way (funds, and/or procurement of supplies, and/or some of the labor?). He also announced that the field maintenance day was scheduled for March 5<sup>th</sup>. Council agreed to allow the improvements to be made.

Motion: Beck 2<sup>nd</sup>: Viray

Aye: Boget, Dawson, Beck, Homola, Viray Nay: 0

**Motion Carried** 

### **Update on Spruce Ave. Short Plat**

Attorney Ridenour outlined developments on the Short Plat at 125 S. Spruce Ave. He gave details regarding some complications, violations, and Stop Work Orders. The developers have done a number of things differently than what was approved last spring. Town staff met with the developers to address the concerns, and provided them with a list of what still needs to be done before the short plat can be completed. Ridenour stressed that the Town's goal is to work closely with the developers to ensure speedy and proper completion of the short plat, and all parties are working toward that end.

### **ARPA Funds**

Public Works Director Gardner presented a request to be able to use ARPA funds for some badly needed capital repair work on our Town's stormwater system. Because we did not have the Larch Crews for the past couple of years due to COVID restrictions, the drain filters were not emptied at all. This has caused them to be so full now that they are tearing when staff tries to pull them out to empty them. So now many of them will need to be replaced. Hiring a vacuum truck could run \$7-\$10k, then replacing the broken filter components could run in the \$40,000 neighborhood. In addition, sealing the street cracks will help prevent this build-up from happening so quickly in the future. A crack-seal machine is something the Town would greatly benefit from, and he thinks they should be able to find one to purchase for under \$25,000. So all-in-all, he is asking to spend somewhere around \$75,000 of the ARPA funds for the stormwater system. This is something that the whole Town absolutely needs and will benefit from. Beck and Boget both suggested that Public Works buy spare filters and other parts for future needs.

### **Public Works Department Report**

Due to a COVID outbreak at Larch Corrections Center, only 2 crew members were able to come work for the Town last week. And they were Larch staff, not inmates, but they worked very hard.

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

- Easter eggs have been ordered for the Easter Egg Hunt on April 16<sup>th</sup>
- Almost done with one of our huge PRA projects; aiming to be done tomorrow
- AWC announced that going forward it will not continue to provide free representation for Public Records Act cases, however it will provide free advice as warranted
- Will be working on updating contracts with NCLL and FVRL, and perhaps finding a new elevator maintenance company
- Signed up for some good classes this week: Broadband partnerships and Deep Dive PRA

### **Attorney's Comments**

No additional comments

### **Citizen Communication**

A couple at 506 E Yacolt Rd. said their drain was clogged. Gardner said he'd be there first thing in the morning to unclog it.

### **Council's Comments**

Viray – Gave a report from the UCPB meeting she attended in January. Ron Onslow was appointed to the board

Homola – Gave a report from the NCEMS meeting he attended. Both calls and transports were up in 2021, and they are looking to hire seasonal paramedics. He also helped Terry Gardner with an inventory at the Public Works shop in January, during which he learned a lot.

### **Mayor's Comments**

- Decided against having an Outdoor Market in April; the first Town event of the year will be the Easter Egg Hunt on April 16<sup>th</sup>
- The Town Newsletter is still in progress; asked for input (suggestions/additions) to be turned in to her by the end of this week
- Impact is looking for sponsors for a Pot-A-Plant-for-Mom event this spring
- Thanked everyone for spending their Valentine's Day evening at the Council Meeting

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

Motion was made to pay the bills on behalf of the Town

Motion: Viray 2<sup>nd</sup>: Boget

Aye: Boget, Dawson, Beck, Homola, Viray Nay: 0

### **Motion Carried**

### **Executive Session**

The public meeting was put on hold at 8:35pm, and Mayor Listek, Attorney Ridenour, Clerk Fields, and all of Council went to the Mayor's office to hold an executive session regarding potential upcoming litigation. The session lasted 15 minutes, and then the public meeting was re-opened at 8:50pm.

	Francisco Character Character and Creating
The meeting was then adjourned at 8:50.	
Mayor Katelyn Listek	Clerk Stephanie Fields
Approved by Council vote on	



# Town of Yacolt Request for Council Action

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

Name: Clerk Fields Group Name:

**Address:** 202 W. Cushman **Phone:** 360-686-3922

Yacolt, WA 98675

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

**ITEM INFORMATION:** 

Item Title: NCLL User Agreement Extension

Proposed Meeting Date: March 14, 2022

Action Requested of Council: Vote on whether you would like to have the NCLL User

Agreement extended another 10 years

Proposed Motion: "I move that we allow NCLL to extend their Field User Agreement for

another 10 years."

**Summary/ Background:** The current Field User Agreement we have with NCLL was executed on April 16, 2012 and expires as of April 16, 2022. NCLL has exercised their use of the ball fields in a responsible manner, and the Town sees no reason for their Agreement not to be extended another ten years, with the terms of the Agreement remaining the same.

Staff Contact(s): Clerk Stephanie Fields Mayor Katelyn Listek

<u>clerk@townofyacolt.com</u> <u>mayorlistek@townofyacolt.com</u>

(360) 686-3922

### LICENSE AGREEMENT BETWEEN THE TOWN OF YACOLT AND NORTH CLARK LITTLE LEAGUE

This Agreement is made this \_\_\_ day of April, 2022, by and between the Town of Yacolt, a Washington municipal corporation, ("Yacolt" or "Licensor"), and North Clark Little League, a Washington licensed public benefit corporation, ("NCLL" or "Licensee").

### **Background**

Whereas, Yacolt is the owner of Property commonly known as the 'Old Ball Park', (approximately 2.9 acres), and the 'Big League Field', (approximately 3 acres), legally described in Exhibit A, and as such parcels may have been altered by events including boundary line adjustments of record, (together the "Property");

Whereas, NCLL has used the Property for many years to support little league baseball and related activities for children, and desires to continue to use the Property for such purposes;

Whereas, the Yacolt Town Council believes that NCLL's continued use of the Property stimulates business, tourism and revenue for the community, promotes community pride and involvement, and is therefore in the public interest; and,

**Whereas**, the Yacolt Town Council has passed Resolution #476 authorizing the execution of this Agreement to give permission to NCLL to make non-exclusive use of the Property as described herein:

**Now, therefore,** in consideration of the mutual covenants and provisions set forth herein, the parties agree as follows:

### Agreement

- 1. Grant of License. The Town of Yacolt hereby grants to NCLL, its agents, guests and invitees, a non-exclusive license and privilege to use the Property for the purposes and at such times and in such manner as hereinafter set forth.
- **2. Purpose of License:** NCLL is authorized to use the Property for the purpose of Little League baseball fields, and all other reasonable uses related to that purpose. NCLL agrees that its use of the Property shall be proper, legal and safe.
- **3. Term of License.** This Agreement shall commence upon the effective date of the Agreement described above, and shall continue for ten (10) years, at which time the Agreement shall terminate automatically unless extended by the parties.
- **4. Termination.** Either party may terminate this Agreement at any time and for any reason by giving to the other party sixty (60) days written notice.

- 5. No Transfer or Assignment. The license granted to NCLL under this Agreement is personal to NCLL. Any attempt to transfer or assign this Agreement by the Licensee shall terminate this Agreement.
- 6. Cooperation and Scheduling. NCLL understands that its license to use the Property is nonexclusive, and that Yacolt and other licensees are also expected to use the Property during the term of this Agreement. In order to avoid scheduling conflicts, NCLL agrees to provide a schedule of anticipated uses as least thirty (30) days in advance of all activities on the Property, including planned T-ball, baseball, and softball practices and games, and to obtain written approval from the Licensor for said schedule. NCLL agrees that it shall not unreasonably interfere with the normal operations and activities of Licensor, and NCLL agrees to use ordinary care in its activities on the Property to minimize damage to the Property and inconvenience to the Licensor, its agents, employees, licensees and invitees. For its part, Yacolt agrees that it will provide to Licensee a schedule of the Town's desires and intentions to use the Property that provides at least thirty (30) days advance notice of the Town's planned use of the Propelly. As a form of advance notice through this Agreement, Yacolt discloses that it intends to regularly use some or all of the Propeliy for events including, without limitation, annual events such as the Town Easter Egg Hunt, the 4th of July Celebration, and the Spring Clean-Up. In the case of any scheduling conflict, NCLL understands and agrees that the use of the Property by the Licensor shall be considered a priority over use of the Property by the Licensee. As a general matter, the parties agree to work cooperatively and in reasonable fashion to avoid scheduling conflicts over the use of the Property.
- 7. Compliance with Applicable Law/ Necessary Permits. At all times during the term of this Agreement, NCLL will comply with any and all applicable federal, state and local laws, rules and regulations, and shall obtain or cause to be obtained any and all state or local licenses or permits required of or applicable to the uses to be made of the Property.

### 8. Maintenance of Property.

- 8.1 NCLL agrees to pay all costs involved in construction, repairs and maintenance of the buildings and grounds related to its use of the Property. All construction, plumbing and electrical work shall comply with all applicable laws and codes. NCLL agrees to reasonably clean the Property following activities to ensure debris from an event does not damage or impact public property. NCLL agrees to obtain written permission prior to constructing or altering the Property or its improvements other than general clean up, lawn mowing and tilling. NCLL agrees to notify Yacolt and Clark Public Utilities in writing prior to any grading or excavating on the Property. NCLL assumes all responsibility for utility maintenance improvements and security of Property. NCLL agrees that NO herbicides, pesticides, fungicides or dust palliatives may be applied to the soil or vegetation. Any substance used to enhance or decrease growth in vegetation must be verified to be a safe product for use near a well field. NCLL agrees to obtain in writing approval from the Public Works Department of the Licensor and Clark Public Utilities prior to use of any such substance.
- **8.2** Repair and Restoration. If Licensee, its agents or contractors cause any damage to the Property or to Licensor's roads, infrastructure or other property and improvements, Licensee shall repair and restore the Property and improvements to their original condition prior to Licensee's use of the Property under this Agreement. In the event that repair and restoration is performed following the termination this Agreement, the Licensee's indemnity and

any way connected with this License including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, or employees.

- 13.2 Licensor's Obligation. Licensor shall indemnify, defend, and hold harmless Licensee, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensor, its officers, agents, partners or employees.
- 14. Insurance. The Town of Yacolt agrees that it is responsible for its own insurance coverage with respect to claims or losses as a result of the Town's actions and events on the Property and/or the Town's use of the Property. The insurance required by Licensee under this Paragraph is to provide coverage for the obligations or actions of the Licensee and/or its agents, guests and invitees, as described in this Agreement. Licensee, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as described below. NCLL shall provide a certificate of insurance for all liabilities prior to the beginning of each year's activities.
  - 14.1 General Liability Insurance, (contractual liability included), with minimum limits of \$1,000,000 per each occurrence, with a general aggregate of coverage of \$2,000,000.00, with such coverage to be described on an occurrence basis rather than a claims-made basis, by a carrier licensed to conduct business in the State of Washington.
  - 14.2 Property, Fire and Extended Coverage in an amount sufficient to reimburse Licensee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including improvements hereinafter constructed or installed.
  - **14.3** Worker's Compensation Insurance, to the extent required by the laws of the State of Washington.
  - 14.4 The coverages required under this Section 14 shall not limit the liability of Licensee.
  - 14.5 The coverages referred to under Section 14.1 and 14.2 shall include Licensor as an additional insured. Upon the execution of this Agreement and with respect to all insurance renewals, Licensee shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Licensor of any material modification, change or cancellation of the above insurance coverages.
  - 14.6 Waiver of Subrogation. The Licensee hereby waives any right of recovery against the Licensor as a result of loss or damage to the property of either Licensee or Licensor when such loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.

insurance obligations under this Agreement shall continue until repair and restoration is completed.

- **9. Revenue from Activities.** All proceeds from activities under this Agreement including revenue from concessions and memorabilia sales shall belong to NCLL or its designee.
- 10. Breach and Cure. In the event that Licensee breaches any of its obligations under this Agreement, Licensor shall send Licensee a written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall commence performance within such ten (10) day period and, thereafter, diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensor shall have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensor shall have all rights and remedies available under Washington law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder. In the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney's fees incident to said litigation, together with all costs and expenses incurred in connection with such action, and whether or not incurred in the trial court or on appeal.
- 11. Alteration in Writing. This Agreement supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this Agreement shall be valid unless made in writing and signed by Licensor and Licensee.
- 12. Notices. All notices and other communications between the parties shall be in writing and may be hand-delivered or mailed by first-class mail, postage prepaid, to the parties hereto at the appropriate address below. The parties shall keep each other advised of their mailing addresses to enable the notices anticipated herein.

Licensor: Town of Yacolt

P.O. Box 160 Yacolt, WA 98675

(physical address) 202 W. Cushman Street Yacolt, WA 98675

Licensee: North County Little League

P.O. Box 732 Yacolt, WA 98675

(physical address) 202 W. Christy Yacolt, WA 98675

### 13. Indemnification.

**13.1 Licensee's Obligation.** Licensee shall indemnify, defend and hold harmless Licensor, its officers, agents, partners and employees, from and against any Claims, arising out of or in

- 15. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Property as a result of Licensee's exercise of rights under this Agreement. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed.
- 16. Additional Rules. The Yacolt Town Council may by resolution adopt additional rules and regulations for NCLL's use of the Property for any reason that the Council considers appropriate, including an effort to minimize strain upon Town services. Such additional rules and regulations shall become effective sixty (60) days after written notice to NCLL.
- 17. Nondiscrimination of Services and Employment. NCLL covenants and agrees that in all matters pertaining to the performance of this Agreement, NCLL shall at all times conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons with respect to race, color, national origin, religion, gender, age, marital status, or disability, including compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to the establishment of any nondiscriminatory requirements in hiring and employment practices.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

Town of Yacolt "Yacolt" or "Licensor"	North Clark Little League "NCLL" or "Licensee"
Katelyn Listek, Mayor	Trevor Conder, President
Attest:	
Stephanie Fields, Town Clerk/Treasurer	, Secretary
Approved as to Form:	
David W. Ridenour, Town Attorney	



# Town of Yacolt Agenda Request

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

Name: Stephanie Fields, Town Clerk Group Name:

**Address:** 202 W. Cushman St. **Phone:** (360) 686-3922

Yacolt, WA 98675

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

**ITEM INFORMATION:** 

Item Title: Hardin Judgement

Proposed Meeting Date: March 14, 2022

Action Requested of Council: Hear the update on the former Hardin property at 110 S. Hubbard

Ave.

Proposed Motion: none

**Summary/ Background:** The vacant property at 110 S. Hubbard is now being offered for sale, in order to pay off the estate's creditors, with any remaining proceeds to go to Ms. Hardin's children. *Current estimates* for fees due to be paid out from the property sale are as follows:

Escrow Fees: \$800.00 Recording Fees: \$150.00

Probate Expenses, (Attorney's Fees): \$13,000.00

Real Property Taxes: \$3,605.00 Yacolt's Creditor Claim: \$54,370.00

Total: \$71,925.00

(Any remaining balance will be distributed among Ms. Hardin's children.)

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

Katelyn Listek, Mayor

(360) 686-3922

### **Town of Yacolt**

(updated by DWR - 3/8/22)

### **Hardin Judgments - Balances**

8/22/2003 and 12/5/2003

### Original & Supplemental Judgments Payable - Entered August 22, 2003 and December 5, 2003.

Initial Balances: \$10,275.00 on 8/22/2003, increased by \$6,581.00 to a total of \$16,856.00 on 12/5/2003.

Interest Rate: 12.0% per diem: 0.000328767

Date	Description	Judgment Amounts	Payment Amount	Interest Accrued	Interest Paid	Principal Paid	Balance Principal	Balance Interest
8/22/2003	Judgment Entered.	\$ 10,275.00	\$ -	\$ -	\$ -	\$ -	\$ 10,275.00	\$ -
12/4/2003	Interest Accrued.		\$ -	\$ 351.32	\$ -	\$ -	\$ 10,275.00	\$ 351.32
12/5/2003	Supplemental Judgment.	\$ 6,581.00	\$ -	\$ -	\$ -	\$ -	\$ 16,856.00	\$ 351.32
4/15/2022	Interest Accrued.		\$ -	\$ 37,162.63	\$ -	\$ -	\$ 16,856.00	\$ 37,513.95
4/16/2022	Interest Per Diem.		\$ -	\$ 5.54	\$ -	\$ -		

Balance Due:	\$ 54,369.95	( as of	4/15/2022	)
Per Diem:	\$ 5.54	(beginning	4/16/2022	)

Omits \$200.00 fee for extension of life of Judgment.



Jean M. McCoy 805 Broadway Street Suite 1000 PO Box 1086 Vancouver, WA 98666

T: (360) 816-2526 T: (503) 283-3393 F: (360) 696-2122 E: jean.mccoy@landerholm.com

March 7, 2022

### **REQUEST FOR BIDS**

110 S. Hubbard Ave. Yacolt, WA 98675 Clark County Parcel No: 65690000



As Personal Representative of the Estate of Jean Lorrene Hardin, I am seeking bids for purchase of the above referenced real property. The property is being sold as-is and subject to all items remaining thereon. Buyer due-diligence. No representations or warranties are being made.

Please submit your offers in writing to P.O. Box 1086, Vancouver, WA 98666 or by e-mail to me at <a href="mailto:jean.mccoy@landerholm.com">jean.mccoy@landerholm.com</a> no later than 5 P.M. on March 28, 2022.

LANDERHOLM, P.S. JEAN MCCOY Attorney

MCCJ20-00016 - 5739445



# Town of Yacolt Agenda Request

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

Name: Stephanie Fields, Town Clerk Group Name:

**Address:** 202 W. Cushman St. **Phone:** (360) 686-3922

Yacolt, WA 98675

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

**ITEM INFORMATION:** 

Item Title: YMC Ch. 12.05 revision

Proposed Meeting Date: March 14, 2022

Action Requested of Council: Consider new challenges to updating Yacolt Municipal Code Ch.

12.05; give input regarding proposed changes

Proposed Motion: only if warranted

**Summary/ Background:** At the last Council meeting, Council decided to have the Clerk draft updates to the Yacolt Municipal Code and Ordinances, specifically regarding Yacolt's parks. Since that time, new issues have been brought to her attention, which she feels need to be addressed before making the updates. It seems we need more rules regarding motorized vehicles and dogs off-leash. We also should have updated signs posted at the parks, displaying the rules. What other issues can/should be taken into consideration? With this, are we ready to draft the Code and Ordinance changes?

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

Katelyn Listek, Mayor (360) 686-3922



### Town of Yacolt Agenda Request

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

Name: Stephanie Fields, Town Clerk Group Name:

**Address:** 202 W. Cushman St. **Phone:** (360) 686-3922

Yacolt, WA 98675

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

**ITEM INFORMATION:** 

Item Title: Spruce Ave Short Plat Update

Proposed Meeting Date: March 14, 2022

Action Requested of Council: Hear the latest update on the Spruce Ave Short Plat, including the

code enforcement actions and the project's current status

Proposed Motion: none

**Summary/ Background:** The property at 125 S. Spruce Ave. has been in the process of being short-platted into 3 parcels, and three new homes have been built on the lots. At the time of this packet's publication, the project is very near to completion.

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

Katelyn Listek, Mayor (360) 686-3922



# Town of Yacolt Request for Council Action

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

Name: Mike Casetta/ Matthew Siese Group Name:

**Address:** 202 W. Cushman **Phone:** 360-686-3922

Yacolt, WA 98675

Email Address: mike@summerlandinc.net Alt. Phone:

**ITEM INFORMATION:** 

Item Title: Liquor License Approval Letter

Proposed Meeting Date: March 14, 2022

Action Requested of Council: Authorize a letter of approval for a liquor license to be

obtained for PNW Pizza Co./Backroads Pub & Grub

**Proposed Motion:** "I move that we authorize the Mayor to sign a letter on behalf of the Town in support of PNW Pizza Co./Backroads Pub & Grub's request for a liquor license."

**Summary/ Background:** Mike Casetta and Matthew Siese have been working to remodel what was formerly Backroads, by dividing it into 2 entities: a family-oriented pizza restaurant and a bar & grill. They are seeking a liquor license, and part of that process requires a letter of approval/ support from the community they will be doing business in. Mike and Matthew will be available at this meeting to answer any questions.

Staff Contact(s): Clerk Stephanie Fields Mayor Katelyn Listek

<u>clerk@townofyacolt.com</u> <u>mayorlistek@townofyacolt.com</u>

(360) 686-3922



### NOTICE OF LIQUOR LICENSE APPLICATION

### **WASHINGTON STATE LIQUOR AND CANNABIS BOARD**

License Division - P.O. Box 43098 Olympia, WA 98504-3098 Customer Service: (360) 664-1600 Fax: (360) 753-2710

Website: http://lcb.wa.gov RETURN TO: localauthority@sp.lcb.wa.gov

DATE: 3/08/22

TO: MAYOR OF YACOLT

**RE: ASSUMPTION** 

From BACKROADS FOOD AND SPIRITS LLC Dba BACKROADS FOOD AND SPIRITS

License: 353849 - 2S County: 06

UBI: 604-790-929-001-0003

Tradename: BACKROADS YACOLT

Loc Addr: 303 N AMBOY

YACOLT WA 98675-5442

Mail Addr: 803 VANDERCOOK WAY STE 10

LONGVIEW WA 98632-4039

Phone No.: 360-957-1025 MIKE CASETTA

Privileges Applied For:

SPIRITS/BR/WN REST LOUNGE -

APPLICANTS:

PLAYMAKERS HOSPITALITY GROUP, INC

CASETTA, MICHAEL N 1964-04-01 SEISE, MATTHEW 1982-09-14

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI desk at (360) 664-1724.

1. Do you approve of applicant?		YES	NO
2. Do you approve of location?		$\overline{\Box}$	$\overline{\Box}$
3. If you disapprove and the Board contemplates issuing a license, do you wi	sh to	ш	ш
request an adjudicative hearing before final action is taken?			
(See WAC 314-09-010 for information about this process)			
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the	Board		
detailing the reason(s) for the objection and a statement of all facts on which	ch your		
objection(s) are based.			
			_
DATE SIGNATURE OF MAYOR.CITY MANA	GER,COUNTY COMMISSIONERS OR DES	SIGNE	ΞE



# Town of Yacolt Agenda Request

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

Name: Russ Knutson Group Name:

**Address:** 202 W. Cushman **Phone:** 360-686-3922

Yacolt, WA 98675

Email Address: rknutson@clarkpud.com Alt. Phone:

**ITEM INFORMATION:** 

Item Title: PUD Water Supply Info

Proposed Meeting Date: March 14, 2022

Action Requested of Council: Listen to the information presented by Mr. Knutson for

PUD's plans for improving Yacolt's water supply over the next few years

Proposed Motion: none

**Summary/ Background:** Russ Knutson works with Clark Public Utilities as one of their water engineers. He asked to be able to explain to our council and townspeople the plans they have in the works for bringing more water in to the Town: why, how, and when.

Staff Contact(s): Clerk Stephanie Fields Mayor Katelyn Listek

<u>clerk@townofyacolt.com</u> <u>mayorlistek@townofyacolt.com</u>

(360) 686-3922



## Town of Yacolt Request for Council Action

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

Name: Mayor Listek Group Name:

**Address:** 202 W. Cushman **Phone:** 360-686-3922

Yacolt, WA 98675

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

**ITEM INFORMATION:** 

Item Title: Silver Star Fiber Optic Service for Outside Library

Proposed Meeting Date: March 14, 2022

**Action Requested of Council:** Allow the Mayor to sign a service contract with Silver Star Telecom to provide fiber optic service to the park area near the library, so that we can hook up our security cameras there.

**Proposed Motion:** "I move that we allow the Mayor to sign a service order for Silver Star Telecom to provide us with fiber optic service for the park area near the library."

**Summary/ Background:** Silver Star Telecom is already installing fiber optic service near the train station and library, so they have offered to hook us up with a \$0.00 hook-up fee. Their monthly service charge will be \$80. This will provide us with the highest resolution available, which will optimize both speed and resolution for our security cameras. We already own the cameras, so this is the essential step to putting them to use.

Staff Contact(s): Clerk Stephanie Fields Mayor Katelyn Listek

<u>clerk@townofyacolt.com</u> <u>mayorlistek@townofyacolt.com</u>

(360) 686-3922



16420 SE McGillivray Suite 103-233 Vancouver, WA 98683 360-859-4450 Office 524-7255 efax

360-

www.silverstartelecom.com

### **Telecom Proposal**

Product Quote to:

Town of Yacolt

Contact:

Stephanie Fields

Short description:

**Fiber Internet Access** 

Qty	Product	Service Description	Term	Monthly Recurring Charge	tallation charge
1	Internet Access	50Mbps down/25Mbps up Fiber Internet Access for service at Yacolt City Park next to library.	36 Months	\$ 80.00	\$ -
			Total	\$ 80.00	\$ -
		Silver Star Telecom Confidential & Proprietary Inform	nation		

- \* Rates for local access are estimated and subject to change by local service provider at time of order.
- \* Installation charges quoted do not include additional wiring outside of Telco Demarc.
- \* Prices are valid for 30 days and are subject to verification and avilability of facilities at time of order.
- \* Pricing does not include taxes, fees or surcharges.

Customer:		
Signature:		
Printed Name:		
Title:		
Date:		
Term Selected:	36 Months	

This Service Order is an Attachment to the Broadband Service Agreement between CUSTOMER and Silver Star Telecom (Agreement). Services provided in accordance with Broadband Service Agreement.



16420 SE McGillivray Suite 103-233 Vancouver, WA 98683 360-859-4450 Office 524-7255 efax

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### **Telecom Proposal**

Product Quote to:

Town of Yacolt

Contact:

Stephanie Fields

Short description:

**Fiber Internet Access** 

Qty	Product	Service Description	Term	 Monthly Recurring Charge	Installation Charge
1	Internet Access	50Mbps down/25Mbps up Fiber Internet Access for service at Yacolt City Park located at 409 W Jones St, Yacolt, WA 98675.	36 Months	\$ 80.00	\$7,500.00
			Total	\$ 80.00	\$ 7,500.00
		Silver Star Telecom Confidential & Proprietary Inform	nation		

- \* Rates for local access are estimated and subject to change by local service provider at time of order.
- \* Installation charges quoted do not include additional wiring outside of Telco Demarc.
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Customer:		
Signature:		
Printed Name:		
Title:		
Date:		
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16420 SE McGillivray Suite 103-233 Vancouver, WA 98683 360-859-4450 Office 524-7255 efax

360-

### **Telecom Proposal**

Product Quote to:

**Town of Yacolt** 

Contact:

Stephanie Fields

Short description:

**Fiber Internet Access** 

Qty	Product	Service Description	Term	Monthly Recurring Charge	Installation Charge
1	Internet Access	50Mbps down/25Mbps up Fiber Internet Access for service at Yacolt Recreational Park located at 605 E Hoag St, Yacolt WA 98675.	36 Months	\$ 80.00	\$4,500.00
			Total	\$ 80.00	\$ 4,500.00
		Silver Star Telecom Confidential & Proprietary Inform	nation		

- \* Rates for local access are estimated and subject to change by local service provider at time of order.
- \* Installation charges quoted do not include additional wiring outside of Telco Demarc.
- \* Prices are valid for 30 days and are subject to verification and avilability of facilities at time of order.
- \* Pricing does not include taxes, fees or surcharges.

Customer:		
Signature:		
Printed Name:		
Title:		
Date:		
Term Selected:	36 Months	-

This Service Order is an Attachment to the Broadband Service Agreement between CUSTOMER and Silver Star Telecom (Agreement). Services provided in accordance with Broadband Service Agreement.



# Town of Yacolt Agenda Request

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

Name: Stephanie Fields, Town Clerk Group Name:

**Address:** 202 W. Cushman St. **Phone:** (360) 686-3922

Yacolt, WA 98675

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

### **ITEM INFORMATION:**

Item Title: Subdivision Application for RR Ave & Hoag St Property

Proposed Meeting Date: March 14, 2022

Action Requested of Council: Hear proposal for a new subdivision on the recently cleared

property at Railroad Ave and Hoag St.

Proposed Motion: none

**Summary/ Background:** Last year, Jorgensen Timber logged off the property at Railroad Ave and Hoag St. Now AHO Homes has applied to build a 47-lot subdivision on the land. The land is zoned R1-12.5, which means each house requires at least 12,500 square feet of land. AHO's plan allows for that. The Town's engineer has been working with AHO to come up with an ideal configuration of lots. In addition, they would provide sidewalks, street lighting, and a stormwater catch facility. A Public Hearing will be held at the next Council Meeting on April 11th, where people can submit their comments.

Staff Contact(s): Stephanie Fields, Town Clerk Katelyn Listek, Mayor (360) 686-3922



8. Proposed Development Plans (Reduced)

# RAILROAD AVENUE SUBDIVISION

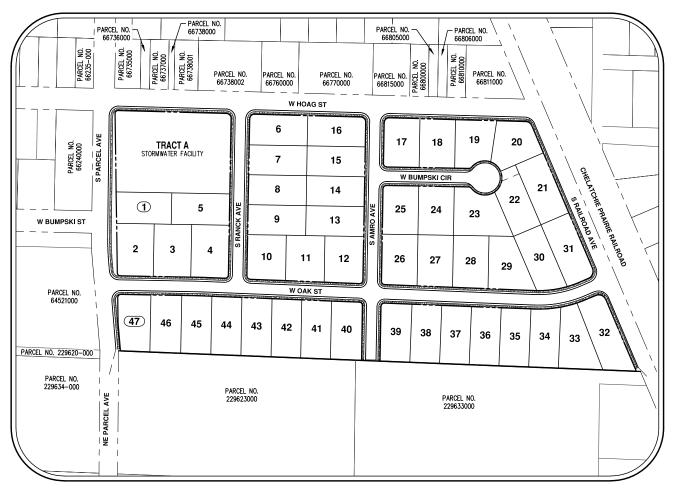
# W BUMPSKI STREET STEE

### **VICINITY MAP**

NTS

		<u>LE</u>	<u>GEND</u>		
Ē	XISTING	PROPOSED		EXISTING	PROPOSI
DECIDUOUS TREE	$\odot$		STORM DRAIN CLEAN OUT	0	•
CONIFEROUS TREE	14	×	STORM DRAIN CATCH BASIN		-
		7	STORM DRAIN AREA DRAIN		•
FIRE HYDRANT	Ω	•	STORM DRAIN MANHOLE	© Ø	•
WATER BLOWOFF	Ŷ	<u>†</u>	GAS METER GAS VALVE	Di Di	
WATER METER WATER VALVE	□ ⋈	<b>-</b>	GUY WIRE ANCHOR	₩ —	101
DOUBLE CHECK VALVE	M M	^ E	UTILITY POLE	-0-	-
AIR RELEASE VALVE	_ රේ	_ 	POWER VAULT	P	Ð
SANITARY SEWER CLEAN OU	•	7 €	POWER JUNCTION BOX	Δ	
SANITARY SEWER MANHOLE	0	•	POWER PEDESTAL	_	-
SIGN	-	_	COMMUNICATIONS VAULT	C	С
STREET LIGHT	<b>\$</b>	*	COMMUNICATIONS JUNCTION BOX	Δ	<b>A</b>
MAILBOX	DMB)	(MB)	COMMUNICATIONS RISER	٥	•
PROPERTY LINE CENTERLINE					
DITCH		->	<del></del>		->
CURB					
EDGE OF PAVEMENT			<u> </u>		
EASEMENT					
FENCE LINE	-0	0 0		• •	
GRAVEL EDGE					
POWER LINE		— PWR — — -	— PWR — PWR -		PWR ———
OVERHEAD WIRE		— — — онw	OHW -		OHW ———
COMMUNICATIONS LINE		— com — — —	com com -		сом ———
FIBER OPTIC LINE		— CFO — — —	cro	— cғo — — —	— cғo —
GAS LINE		— gas — — —	— — GAS — — — GAS —	GAS	- GAS
STORM DRAIN LINE		— stm — — —	— stm — <b>stm</b> — <b>stm</b> —		STM

### **SUBDIVISION PLANS**



### **SITE MAP**

2 T L



### **SHEET INDEX**

P1.0 COVER SHEET
P2.0 EXISTING CONDITIONS PLAN
P3.0 PROPOSED DEVELOPMENT PLAN
P4.0 PRELIMINARY UTILITY AND STREET PLAN

### **APPLICANT**

AHO CONSTRUCTION I, INC. CONTACT: HOUSTON AHO 5512 NE 109TH COURT, SUITE 101 VANCOUVER, WA 98662 PH: 360-254-0493

EMAIL: HOUSTONA@AHOCONSTRUCTION.COM

### OWNER

JORGENSEN TIMBER, LLC. P.O. BOX 1503 CHEHALIS, WA 98532

### CONTACT/ENGINEERING/PLANNING/ SURVEYING FIRM

AKS ENGINEERING & FORESTRY, LLC. CONTACT: SETH HALLING, P.E. 9600 NE 126TH AVENUE, SUITE 2520 VANCOUVER, WA 98682 PH: 360-882-0419 FAX: 360-882-0426 E-MAIL: SETHH@AKS-ENG.COM

### PROPERTY DESCRIPTION

LOCATED IN THE NORTHWEST AND NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN. CLARK COUNTY, WASHINGTON. PROPERTY SERIAL # 64522-000.

### **EXISTING LAND USE**

VACANT; ZONED R1-12.5

### **PROJECT PURPOSE**

47 LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

### SITE AREA

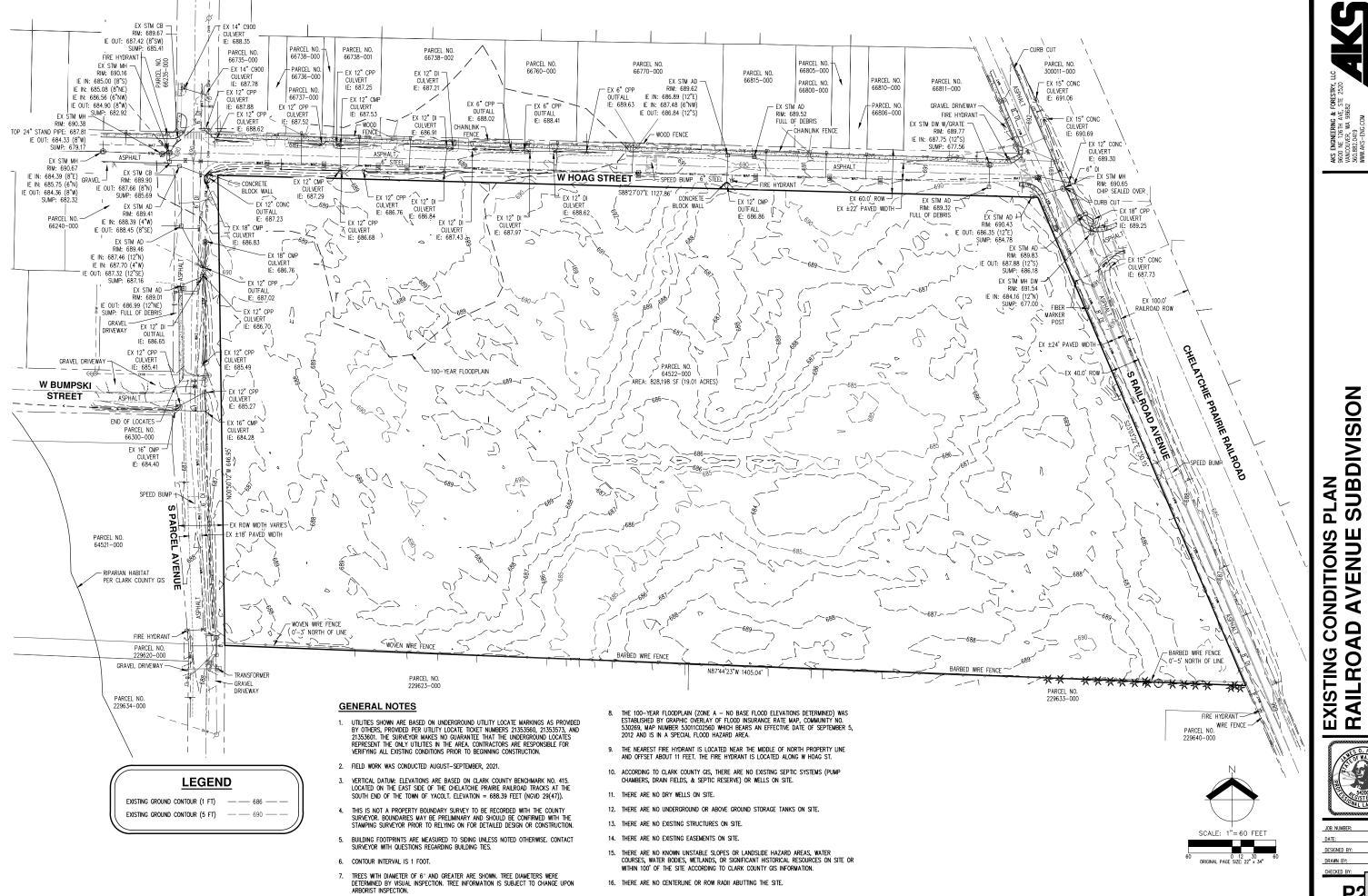
19.01 AC (828,198 SF)

### **VERTICAL DATUM**

VERTICAL DATUM: ELEVATIONS ARE BASED ON CLARK COUNTY BENCHMARK NO. 415. LOCATED ON THE EAST SIDE OF THE CHELATCHIE PRAIRIE RAILROAD TRACKS AT THE SOUTH END OF THE TOWN OF YACOLT. ELEVATION = 688.39 FEET (NGVD 29(47)).



RAILROAD AVENUE SUBDIVISION
AHO CONSTRUCTION I, INC.



SUBDIVISION SШ RAILROAD AVENUE AHO CONSTRUCTION I, TOWN OF YACOLT EXISTING RAIL ROA AHO CONSTOWN OF

12/16/2021

28

44

PARCEL NO. 66738-002

— EX 60.0' ROW

156.00'

±13,151 SF

±14,313 SF

66760-000

- 30.0' ROW HALF-WIDTH

FIRE HYDRANT (TYP) 2.0' CLEAR —

±12,759 SI

±12,558 SF

156.00

±12,558 SF

156.00

±12,558 SF

156.00'

11

±12.826 SF

50.0' ROW (TYP)

28.0' PAVED WIDTH (TYP)

5.0' PLANTER (TYP)

5.0' SIDEWALK (TYP)

-6.0' PUE (TYP)

104.00

10

FIRE HYDRANT (TYP)

±12,569 SF

43

\_\_ 18.0' PAVED HALF-WIDTH

PARCEL NO. 66735-000

260' INTERSECTION SIGHT

DISTANCE TRIANGLE (TYP.

.0' PLANTER

S O' SIDEWALK

CLEAR WIDTH VARIES

8.0' PAVED HALF-WIDTH

149.66

1 ±12,503 SF

100.96

43.2' ROW HALF-WIDTH

±13,923 SF

±300' TO EDGE

9.8

PARCEL 66235-

FX +5' SIDEWALK -

EX ±59' ROW

EX FIRE HYDRANT -

EX ±5' SIDEWALK -

DRIVEWAY

W BUMPSKI ST

PARCEL NO 64521-000

PARCEL NO.

EX ROW WIDTH VARIES -

- RIPARIAN HABITAT PER CLARK COUNTY GIS

EX ±68' ROW-

=25.00

GRAVEL DRIVEWAY

GRAVEI

PARCEL NO

66738-000

- PARCEL NO. 66736-000

PARCEL NO.

±12 ±56 = 6 A

TRACT A
STORMWATER FACILITY
±67,267 SF

305.66

±14,261 SF

2. THE SURFACE MATERIAL FOR ADJACENT ROADWAYS (S PARCEL AVE, W HOAG ST, & S RAILROAD AVE) IS ASPHALT. SEE SHEET P4.0 FOR EXISTING PAVED WIDTH. STORMWATER QUANTITY AND QUALITY REQUIREMENTS WILL BE MET THROUGH THE USE OF A STORMWATER WETPOND. TRACT A TO BE DEDICATED TO TOWN OF YACOLT. STORMWATER FACILITY TO BE PUBLICLY OWNED AND MAINTAINED. 17. ACCORDING TO CLARK COUNTY GIS, THERE ARE NO EXISTING SEPTIC SYSTEMS (PUMP CHAMBERS, DRAIN FIELDS, & SEPTIC RESERVE) ON SITE. 19. THERE ARE NO KNOWN UNSTABLE SLOPES OR LANDSLIDE HAZARD AREAS, WATER COURSES, WATER BODIES, WETLANDS, OR SIGNIFICANT HISTORICAL RESOURCES ON 20. THE NEAREST FIRE HYDRANT IS LOCATED NEAR THE MIDDLE OF NORTH PROPERTY LINE AND OFFSET ABOUT 11 FEET. THE FIRE HYDRANT IS LOCATED ALONG W 23. RIPARIAN HABITAT PERMIT APPLICATION WILL BE SUBMITTED WITH FINAL ENGINEERING FOR STORMWATER OUTFALL ON PARCEL # 64520-000.

PARCEL NO.

66770-000

5.0' SIDEWALK -

5.0' PLANTER -

±12.528 SF

156.00

15

±12.558 SF

156.00'

±12,558 SF

156.00'

13

±12,558 SF

104.00

±13.047 SF

-74.65°

S AMRO AVE

PARCEL NO

PARCEL NO.

66815-000

EX ±5' SIDEWALK

±12,603 SF

25

±12,559 SF

96.00

±13,083 SF

66805-000

PARCEL NO

PARCEL NO

66806-000

18

±12.501 SF

W BUMPSKI CIR

±12.511 SF

95,50

27

±13,234 SF

AKS 9600 VANC 360.8

E HOAG ST

ERAILROAD

FDGE OF DW

EX FIRE HYDRANT

828,198 SF (19.01 AC)

143,771 SF (3.30 AC)

12,500 SF

12,500 SF

47 LOTS

684,427 SF (15.71 AC)

PARCEL NO.

32

±16,476 SF

⊢EX ±5' SIDEWALK

FX 100 0'

RAILROAD ROW

50.0' ROW HALF-WIDTH

21.0' PAVED HALF-WOITH

- 6.0' SIDEWALK

±14,808 SF

33

±14,123 SF

SCALE: 1"= 60 FFFT

**SETBACKS** 

INTERIOR SIDE SETBACK: STREET SIDE SETBACK:

**STATISTICS** 

RIGHT-OF-WAY DEDICATION:

PROPOSED MINIMUM LOT AREA

GROSS SITE AREA:

NET R1-12.5 AREA:

MINIMUM LOT AREA:

PROPOSED LOTS:

15'

**DENSITY CALCULATIONS (ZONE R1-12.5)** 

FRONT SFTBACK:

REAR SETBACK:

10.0' ROW DEDICATION

-EX 40.0' ROW

±270' TO EDGE

OF W WILSON ST

PARCEL NO

W HOAG ST

19

±12,500 SF

23 ±16,310 SF

95.50'

28

±13,437 SF

-1.0' CLEAR (TYP)

161.71

R=41.0'

GRAVEL DRIVEWAY

EX FIRE HYDRANT

R=30.00'

20

±13,349 SF

±12,762 SF

66.21

29

±14,076 SF

\_\_ 5.0' PLANTER (TYP)

W OAK ST

- 80.02

35

±12,512 SF

-50.0' ROW (TYP) - 28.0' PAVED WIDTH (TYP – 5.0' SIDEWALK (TYP)

26.0' ACCESS AND UTILITIES EASEMENT

±14,327 SF

±13,750 SF

-8.36\*

±12,701 SF

PARCEL NO. 229633-000

PARCEL NO.



12/16/2021 KWA DESIGNED BY:

DRAWN BY:



8706

KWA

KWA

12/16/2021



### **Town of Yacolt Agenda Request**

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

Name: Stephanie Fields, Town Clerk Group Name:

**Address:** 202 W. Cushman St. **Phone:** (360) 686-3922

Yacolt, WA 98675

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

**ITEM INFORMATION:** 

**Item Title:** Jorgensen Timber Harvest 2022

Proposed Meeting Date: March 14, 2022

Action Requested of Council: Hear the plans Jorgensen Timber Co. has for their next timber

harvest

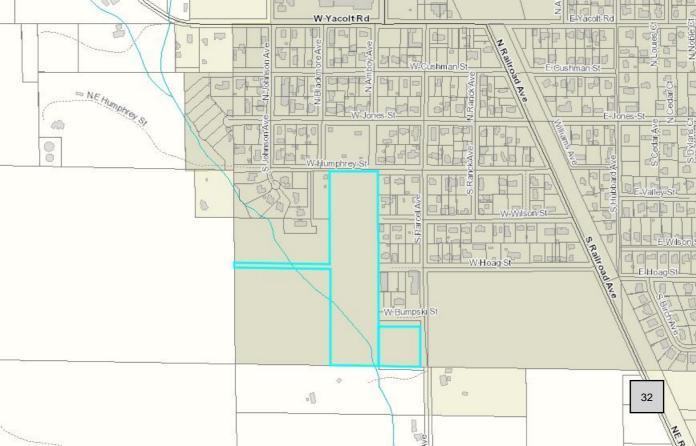
Proposed Motion: none

**Summary/ Background:** Jorgensen Timber Company has submitted an application to harvest the timber from Yacolt parcels #64521000, 64520000, & 66300000. This is the land to the south of Bumpski St. and from there going north to Humphrey St., in line with the Town Park, a total of just under 13 acres, which is zoned R1-12.5. A public hearing will be held at the next Council meeting on April 11<sup>th</sup>, for anyone wishing to comment.

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

Katelyn Listek, Mayor

(360) 686-3922





### Town of Yacolt Agenda Request

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

Name: David Ridenour, Town Attorney Group Name:

**Address:** 202 W. Cushman St. **Phone:** (360) 686-3922

Yacolt, WA 98675

Email Address: david@davidridenourlaw.com Alt. Phone:

**ITEM INFORMATION:** 

**Item Title:** Public Record Request Impacts

Proposed Meeting Date: March 14, 2022

Action Requested of Council: Discuss impacts public records requests have had on the Town,

along with policies and procedures for dealing with those requests going forward

Proposed Motion: none

**Summary/ Background:** The Town has been dealing with many Public Records Requests over the past couple of years. These requests have required a larger-than-anticipated amount of time to produce the records requested, including plenty of overtime on the part of both the Town Clerk and Attorney. Town staff would like to implement policies and procedures for PRRs. Does Council have suggestions for more efficient, streamlined processes for handling requests?

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

Katelyn Listek, Mayor (360) 686-3922