

**Town of Yacolt  
Council Meeting Agenda  
Monday, August 14, 2023  
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 Meeting Minutes from 7-10-23
- [2.](#) Draft Minutes from 8-7-23 Council Workshop

**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.***

**Executive Session**

**Unfinished Business**

- [3.](#) Filling Council Position #3
- [4.](#) Keller Annexation Public Hearing and Ordinance #592
- [5.](#) Battle Ground School District Impact Fee Questions Update

**New Business**

- [6.](#) Yacolt Trading Post Liquor License Renewal
- [7.](#) Engagement of Additional Legal Counsel

**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.*

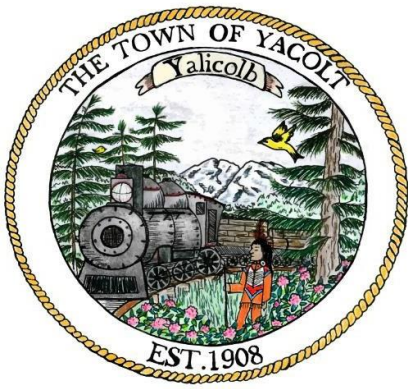
**Council's Comments**

**Mayor's Comments**

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

**Executive Session**

**Adjourn**



# Town of Yacolt

## Town Council Meeting Minutes

Monday, July 10, 2023  
7:00 PM  
Town Hall

### Call to Order

7:00 PM

### Flag Salute

### Roll Call

Council Members Present: Ian Shealy, Kandi Peto, Ronald Homola, Marina Viray (Pos. #3 is vacant)  
Also present: Mayor Katelyn Listek, Public Works Director Terry Gardner, and Clerk Stephanie Fields

### Late Changes to the Agenda

There will be no Executive Session;

Add Item under Unfinished Business: Tumble Bucket Update;

Add Item under New Business: Long-Term Plan Council Workshop

### Approve Minutes of 6-12-23 Meeting

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

**Aye:** Shealy, Peto, Homola, Viray                      **Nay:** 0

**Motion Carried**

### Citizen Communication

None

### Unfinished Business

#### **Tumble Bucket Update**

The local fabricator who we thought could build the Tumble Bucket has bowed out of the project for various reasons. The commercially built ones are very expensive. Councilmember Shealy thought he might know someone else locally who may be able to build one for us. He will investigate it and report back at the next Council meeting.

#### **Nuisance Code Violation Update**

Photos were taken today; the property owner said all vehicles were to be hauled away this week. All garbage is also to be removed this week. Mayor Listek told them she would allow them this next week to do those things and will re-inspect next Monday.

#### **New Council Chambers Update**

The rough electrical work is finished and drywall is up. Painting has been done, but needs to be

touched up. We still need flooring, trim, and the finish electrical work (lights installed, etc.). Then we will need to furnish the room. Mayor Listek asked if anyone had a good source for live edge slabs for a table/desk top.

### **New Business**

#### **National Night Out**

Food and refreshments have been ordered and a couple of vendors have been lined up. Mayor Listek asked all 4 Council Members to help out. Hopefully the event will take place at the Town Park, as usual. If that park is not completed enough, the event will be held at the Town's Central Park/Town Square. We will be getting a temporary food service permit from Clark County Health Department.

#### **10-Yr. Plan Council Workshop**

Councilmember Homola suggested that we hold a workshop to discuss long-term goals and priorities. He encouraged all Council Members to reach out to community leaders and residents ahead of time, and come to the workshop with those ideas and suggestions, in order for the Town to then come up with a comprehensive plan that would be up-to-date and relevant. Consider subjects such as commercial zoning and business development, buildings and equipment, and Transportation planning. Council decided to hold this workshop on Monday, August 7<sup>th</sup> at 6pm.

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

- Working on wrapping up Rendezvous Days paperwork and other materials. Will publish winners on website this week.
- Rolling right into National Night Out planning. Thank goodness for new Admin. Assistant, Ro Yancey!
- Finishing up Quarterly financials and then will post on website.
- We have lots of permits in the works.

### **Public Works Department Report**

- Hired new people for Public Works Dep't.: one is a part-time Admin. Ass't., the other is a full-time Public Works Maintenance Supervisor.
- Has to clean out the clogged street sweeper so it can be put to use again.

### **Citizen Communication**

- Julia Heldman would like to see a Town Talent Show. She offered to help run it.
- Tami Bryant reported that Pepsico bought out Corwin Beverage, so wanted to make sure the Town had contact info for seeking donations for National Night Out from Pepsico.

### **Attorney's Comments**

- Asked the Clerk to let everyone know he just got back into Town and brought back little treats for people.

### **Council's Comments**

Viray – Has received many complaints regarding closure of the Town Park.

Homola –

- Spoke with Fire Chief regarding CRESA, communications. CRESA will pass chain-of-command to NCEMS, so Fire Dist. 13 will be alerting people in the event of any community-wide emergencies. In a community emergency, they will knock on doors if necessary.
- Reminder: if Larch closes we'll need to factor in budget money for more help in Public Works in the future.
- When inventorying at the Public Works Shop, we should get rid of obsolete items. Mayor Listek offered to help with the inventory.
- We need to fill Council Position #3 as soon as possible.
- There is a big pothole at Spruce and Hoag.
- Spectators at our parade commented that they were disappointed that a lot of people did not stand for the presentation of our nation's flag.
- Someone asked if we could paint pickleball lines on the tennis court.
- Can we get rid of the moles/molehills at the Rec Park?

**Mayor's Comments**

- Thanked all who worked at Rendezvous Days, from Kickball to the Parade.
- Looking forward to National Night Out.
- Welcomed the new employees aboard: Ro, Matt, and Sean.

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

**Motion:** Homola                      **2<sup>nd</sup>:** Viray  
**Aye:** Shealy, Peto, Homola, Viray                      **Nay:** 0  
**Motion Carried**

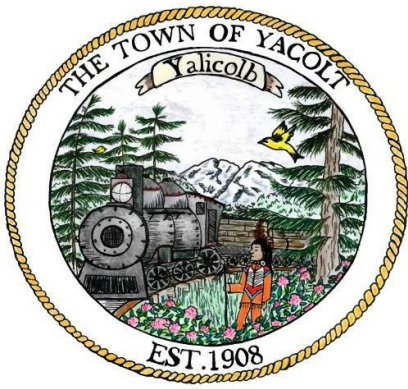
**Adjourn**

8:15 pm

\_\_\_\_\_   
 Mayor Katelyn Listek

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

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



# Town of Yacolt

## Town Council Meeting Minutes

Monday, August 7, 2023  
6:00 PM  
Town Hall

### Call to Order

6:00 PM

### Flag Salute

### Roll Call

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

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

### New Business

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

Various subjects were discussed as potential priorities for the Town to plan and budget for over the next decade or so. Topics included:

- Tourist attractions
- Community Services
- Sewer
- Police
- Parks/Recreation
- Business/Commercial Growth

### Adjourn

8:34 pm

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Mayor Katelyn Listek

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Clerk Stephanie Fields

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



## Town of Yacolt Agenda Request

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

**Name:** Mayor Listek

**Group Name:** Staff

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Interview Candidate(s) for Council Position #3

**Proposed Meeting Date:** August 14, 2023

#### Action Requested of Council:

- Interview candidate(s) to fill the vacant Council Position #3;
- Hold an executive session if need be, to discuss candidate qualifications.
- Select a candidate to fill the position.
- Swear in new Council member
- 

**Proposed Motion:** TBD

**Summary/ Background:** Council Position #3 was vacated on June 12, 2023. A new Council member must now be appointed to fill that position.

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

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

(360) 686-3922



## Town of Yacolt Request for Council Action

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

**Name:** Clerk Fields

**Group Name:** Staff

**Address:** 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:** Public Hearing for Keller Annexation; Ordinance #592

**Proposed Meeting Date:** August 14, 2023

#### Action Requested of Council:

- Participate in the Public Hearing being held for consideration of Annexation of the property at 25115 NE WH Garner Rd, Yacolt, WA 98675 (tax parcel #229863000) into the Yacolt Town Limits.
- Approve or deny the adoption of the proposed Ordinance #592, which allows for said annexation, per its included legal provisions.

**Proposed Motion:** "I move that the Town (adopt/reject) Ordinance #592 which allows for annexation of tax parcel #229863000 into the Town limits of the Town of Yacolt."

**Summary/ Background:** Shirley Keller asked to have her property annexed to within the Yacolt Town limits. She petitioned the Town on June 20, 2023 and tonight the Town is to hold a Public Hearing on the matter. Notice for the hearing was published in The Reflector on July 26<sup>th</sup>. Notice was also posted on the property and on the front door of Town Hall, as well as on the Town's readerboards. As of the date of this document, no written comments have been received by the Town either in support or opposition of the proposed annexation.

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

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



**ORDINANCE #592**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ANNEXING PARCEL 229863000, BEING ROUGHLY 1.9 ACRES OF UNINCORPORATED LAND LOCATED ADJACENT TO THE WEST BOUNDARY OF THE TOWN; ASSIGNING A RESIDENTIAL R1-12.5 ZONING CLASSIFICATION TO THE PROPERTY; REQUIRING THE LAND TO BE ASSESSED AND TAXED AT THE SAME RATE AND ON THE SAME BASIS AS OTHER PROPERTY WITHIN THE TOWN; REQUIRING ASSUMPTION OF A PROPORTIONATE SHARE OF TOWN INDEBTEDNESS; EXTENDING THE TOWN'S EXISTING COMPREHENSIVE PLAN TO THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE AND SUMMARY PUBLICATION**

**Whereas**, Shirley Ann Keller, (“Keller”), is the owner of a certain parcel of real property in Clark County, Washington, located at 25115 N.E. WH Garner Road, said parcel being legally described on Exhibit A and depicted on Exhibit B, (hereafter the “Property”);

**Whereas**, on or about April 23, 2023, Keller provided written notice of her intent to annex the Property to the Town using the 60% petition method described in RCW 35.13.125;

**Whereas**, pursuant to RCW 35.13.125, the Town Council held a meeting on June 12, 2023 with the initiating parties within sixty days after filing the notice of intent to annex to determine whether the Town would accept, reject, or geographically modify the proposed annexation, whether it would require the simultaneous adoption of a comprehensive plan, and whether it would require the assumption of all or any portion of existing municipal indebtedness;

**Whereas**, the Town Council adopted Resolution #614 on June 12, 2023, authorizing the circulation of a 60% petition for annexation and designating comprehensive plan, zoning, and other conditions for the proposed annexation;

**Whereas**, Keller submitted a Petition for Annexation on June 20, 2023, requesting the annexation to the Town of the territory which is the subject of this Ordinance;

**Whereas**, the Town submitted the Petition for Annexation to the Clark County Assessor on June 26, 2023, for a determination of sufficiency;

**Whereas**, on July 13, 2023, the Clark County Assessor indicated the Petition contained a valid signature representing more than the required 60% of the total assessed value of the Property and provided a Certification of Sufficiency for the Petition pursuant to RCW 35.21.005(4);

**Whereas**, on Monday, August 14, 2023, the Town Council held a public hearing on the proposed annexation;

**Whereas**, notice of the public hearing on the proposed annexation was published and posted as required by law;

**Whereas**, the Property is contiguous to the Town of Yacolt and entirely within the Town’s Urban Growth Area, representing a logical extension of the corporate limits of the Town;

**Whereas**, the matter was duly considered by the Town Council, and the Council has determined that the annexation would be of general benefit to the residents of the Town of Yacolt; and,

**Whereas**, the Town Council of the Town of Yacolt is in regular session this 14<sup>th</sup> day of August, 2023, 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 - 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 2 - Annexation: The Property for which the Petition results were certified, as described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein, shall be and is hereby made a part of the Town of Yacolt and annexed thereto, and the corporate limits of the Town of Yacolt shall include the Property and territory therein described.

Section 3 - Consistency with Comprehensive Plan: All property within the territory so annexed shall be subject to and a part of the Comprehensive Plan of the Town of Yacolt, Washington, as presently adopted or as hereafter amended. The Urban Growth Area [UGA] boundary of the Comprehensive Plan and associated Figures and Maps shall be amended to reflect incorporation of the annexed Property.

Section 4 - Land Use Designation and Zoning: The annexed Property shall be zoned “urban low density residential” pursuant to the Town’s current Urban Growth Area map, (Exhibit C), with specific zoning of “R1-12.5 - Single-Family Residential” under Chapter 18.25 of the Yacolt Municipal Code. The Property annexed by this Ordinance shall be subject to all development regulations of the Town of Yacolt in effect at the time of annexation.

Section 5 - Assessment and Taxation: All property within the territory hereby annexed shall be assessed and taxed at the same rate and on the same basis as other property within the Town of Yacolt, including all indebtedness existing as of the effective date of the annexation.

Section 6 - Costs of Public Notice: The costs of publishing and posting the notice for this annexation shall be borne by the Petitioners pursuant to RCW 35.13.140.

Section 7 - Yacolt Municipal Code: This Ordinance #592 is a special Ordinance of the Town of Yacolt and therefore shall not result in any amendment to the Yacolt Municipal Code.

Section 8 - Instructions to the Clerk: The Town Clerk is directed to perform the following tasks:

- a). Cause notice of the adoption of this Ordinance to be published forthwith in the Town’s official newspaper pursuant to Section 11 below;
- b). Upon the Effective Date of this Ordinance, the Town Clerk is directed to send a copy hereof to Code Publishing Company of Seattle, Washington;
- c). File a certified true copy of this Ordinance with the Clark County Board of Commissioners, the Clark County Assessor, and such other departments and offices as may be required; and,
- d). Promptly post a copy of this Ordinance on the Town’s website for public inspection.

Section 9 - Severability: The provisions of the Ordinance are declared to be separate and severable. The invalidity of a clause, sentence, paragraph, subdivision, section or portion of this Ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

Section 10 - 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 11 - 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 #592**

The Town Council of the Town of Yacolt adopted Ordinance #592 at its regularly scheduled Town Council meeting held on August 14, 2023. The content of the Ordinance is summarized in its title as follows: “AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ANNEXING PARCEL 229863000, BEING ROUGHLY 1.9 ACRES OF UNINCORPORATED LAND LOCATED ADJACENT TO THE WEST BOUNDARY OF THE TOWN; ASSIGNING A RESIDENTIAL R1-12.5 ZONING CLASSIFICATION TO THE PROPERTY; REQUIRING THE LAND TO BE ASSESSED AND TAXED AT THE SAME RATE AND ON THE SAME BASIS AS OTHER PROPERTY WITHIN THE TOWN; REQUIRING ASSUMPTION OF A PROPORTIONATE SHARE OF TOWN INDEBTEDNESS; EXTENDING THE TOWN’S EXISTING COMPREHENSIVE PLAN TO THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE AND SUMMARY PUBLICATION”.

The effective date of the Ordinance is August 23, 2023. 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 23<sup>rd</sup> day of August, 2023.  
Yacolt Town Clerk.

**PASSED** by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 14<sup>th</sup> day of August, 2023.

**TOWN OF YACOLT**

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

**Attest:**

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

Approved as to Form:

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

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

**TOWN CLERK’S CERTIFICATION**

I hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance #592 of the Town of Yacolt, Washington, entitled “AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, ANNEXING PARCEL 229863000, BEING ROUGHLY 1.9 ACRES OF UNINCORPORATED LAND LOCATED ADJACENT TO THE WEST BOUNDARY OF THE TOWN; ASSIGNING A RESIDENTIAL R1-12.5 ZONING CLASSIFICATION TO THE PROPERTY; REQUIRING THE LAND TO BE ASSESSED AND TAXED AT THE SAME RATE AND ON THE SAME BASIS AS OTHER PROPERTY WITHIN THE TOWN; REQUIRING ASSUMPTION OF A PROPORTIONATE SHARE OF TOWN INDEBTEDNESS; EXTENDING THE TOWN’S EXISTING COMPREHENSIVE PLAN TO THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE AND SUMMARY PUBLICATION”, as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

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

Published: \_\_\_\_\_  
Effective Date: August 23, 2023  
Ordinance Number: 592

# EXHIBIT A

## Legal Description of the Annexed Property

Legal Description: The following described real property, situated in the County of Clark, State of Washington:

That portion of the Northeast quarter of the Northeast quarter of Section 3, Township 4 North, Range 3 East of the Willamette Meridian described as follows:

Beginning at the Northeast corner of said Section 3; thence West 227 feet; thence South 330 feet; thence East 227 feet; thence North 330 feet to the point of beginning; containing 2 acres, more or less, together with adjacent right-of-way of Yacolt Road.

Clark County Tax Assessor's Parcel Number: 229863000

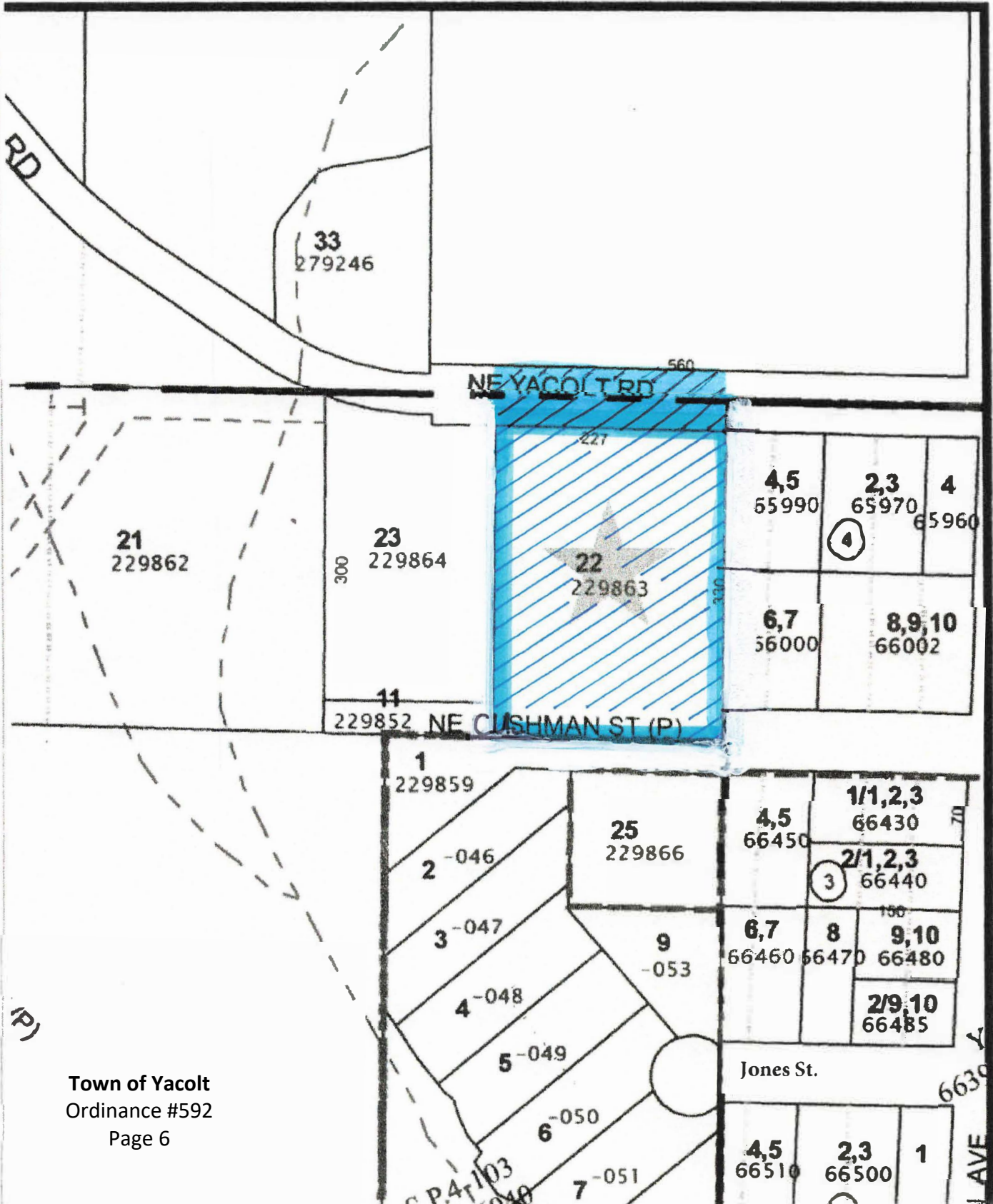
Abbreviated Legal Description: #22 SEC 3 T4N R3E WM 1.72A

Property Address:

25115 N.E. WH Garner Road  
Yacolt, WA 98675

# EXHIBIT B

Map of Annexation Site - Page 1 of 2



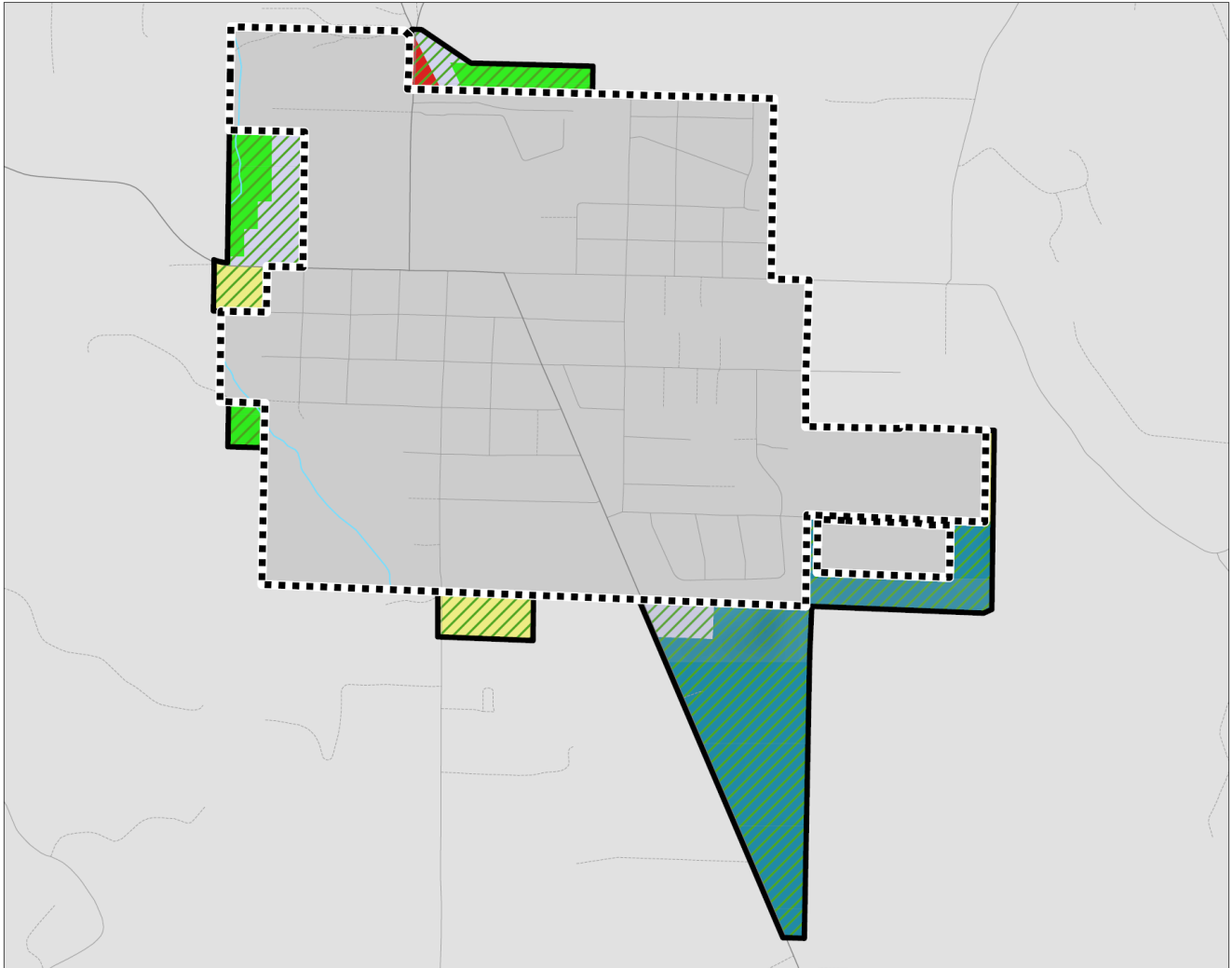
Town of Yacolt  
Ordinance #592  
Page 6

**Exhibit B**  
**Map of Annexation Site - Page 2 of 2**  
279221000




# EXHIBIT C

## Urban Growth Area and Boundary of the Town of Yacolt - Comprehensive Plan




### KEY


 Incorporated Area


 Urban Growth Area


#### Comprehensive Plan Overlay

 Urban Holding


#### Comprehensive Plan

 Urban Low Density Residential

 Commercial

 Industrial

 Public Facility

 Parks/Open Space





**CLARK COUNTY WASHINGTON**

[www.clark.wa.gov/assessor](http://www.clark.wa.gov/assessor)

**ASSESSOR'S OFFICE**  
Peter Van Nortwick, Assessor

1300 Franklin Street  
PO Box 5000  
Vancouver, WA 98666-5000  
360.397.2391  
360.397.6046 f

July 13<sup>th</sup>, 2023

Stephanie Fields  
Clerk, Town of Yacolt  
360-686-3922

Dear Stephanie:

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the Town of Yacolt: Keller Annexation.

Please contact me should you have any questions regarding this annexation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Van Nortwick', is written over a horizontal line.

Peter Van Nortwick  
Clark County Assessor

Enclosed:

Certification of Sufficiency  
Annexation Legal Description  
Annexation Map

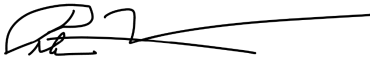
Certification of Sufficiency  
Keller Annexation

The Town of Yacolt on July 11<sup>th</sup>, 2023, submitted for review by Clark County Assessor, a petition to annex to the Town of Yacolt approximately 1.9 acres of land known as the Keller Annexation. Subject to the requirements of 35.21.005 I now certify the following in my capacity as Clark County Assessor:

1. On July 11<sup>th</sup>, 2023, the Town of Yacolt submitted for certification by the Clark County Assessor a petition to annex to the Town 1 parcel of land and associated road and public utility rights-of-way, totaling approximately 1.9 acres.
2. The legal description and map of the area proposed for annexation, as provided by the Town, are attached to this certification. According to the map provided by the Town, this area is located in unincorporated Clark County and within the urban growth boundary.
3. The Town is completing annexation pursuant to the sixty percent method of annexation 150 or RCW 35.13.125 – 170.
4. The Clark County Assessor initiated determination of petition sufficiency on July 13<sup>th</sup>, 2023, which is the “terminal date” as defined in 35.21.005.
5. The area proposed for annexation has a certified annexation value for general taxation of \$102,716.
6. Petition signatures provided by the Town represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the petition certification request and supporting materials submitted by the Town, I hereby declare and certify that the petition represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this July 13<sup>th</sup>, 2023.



---

Peter Van Nortwick  
Clark County Assessor



**Petition for Annexation**  
(60% Petition Method)



Date: 6-20-2023

To: THE HONORABLE MAYOR AND TOWN COUNCIL of the Town of Yacolt, Washington:

The undersigned, as record property owner(s) representing at least 60% of the assessed value of the property depicted on Exhibit A and described on Exhibit B, do hereby petition to annex this property to the Town of Yacolt pursuant to RCW 35.13.125-160 and under the terms and conditions described in the Town of Yacolt's Resolution #614 authorizing this Petition, including:

1. Designation of the property as subject to Yacolt's current comprehensive plan;
2. Designation of the property as zoned R1-12.5 - Single-Family Residential;
3. Assumption of a pro rata share of the Town's indebtedness, (if any); and,
4. All property within the territory to be annexed shall be assessed and taxed at the same rate and on the same basis as other property within the Town of Yacolt.

WHEREFORE, the undersigned petition the Honorable Town Council asking that:

1. Appropriate action be taken to entertain this petition, fixing a date for a public hearing, causing notice to be published and posted specifying the time and place of such hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and,
2. Following such hearing, the Town Council determine by Ordinance that such annexation shall be effective, and that property so annexed shall become a part of the Town of Yacolt, Washington, subject to its laws and ordinances then and thereafter in force.

**WARNING**

EVERY PERSON WHO SIGNS THIS PETITION WITH ANY OTHER THAN HIS/HER TRUE NAME, OR WHO KNOWINGLY SIGNS MORE THAN ONE OF THESE PETITIONS, OR SIGNS A PETITION SEEKING AN ELECTION WHEN HE/SHE IS NOT A LEGAL VOTER, OR SIGNS A PETITION WHEN HE/SHE IS OTHERWISE NOT QUALIFIED TO SIGN, OR WHO MAKES HEREIN ANY FALSE STATEMENT, SHALL BE GUILTY OF A MISDEMEANOR.

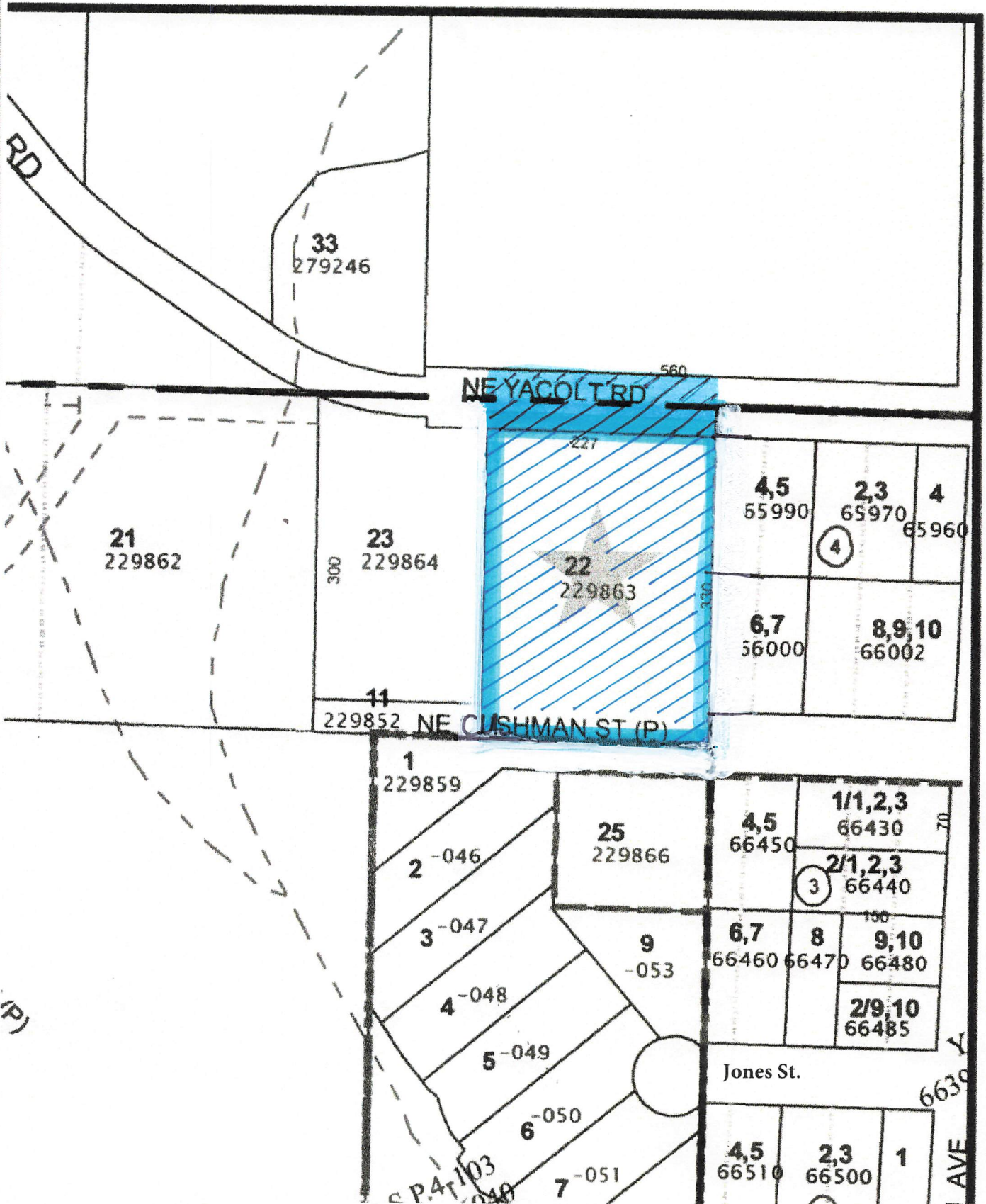
EACH SIGNATURE MUST BE EXECUTED IN INK. INCLUDE ALL REQUESTED INFORMATION. EACH SIGNATURE PAGE MUST CONTAIN ALL OF THE ABOVE INFORMATION.

Signature: Shirley Ann Keller Printed Name: Shirley Ann Keller  
YACOLT, WA. 98675  
 Address: 25115 NE W.H. Garner RD Date: 6-20-2023  
 Acreage: 1.72A Parcel #: 229863000 Assessor Value: 366,100

[These pages are a group of pages containing identical text and prayer intended by the signers of this petition to be presented and considered as one petition and may be filed with other pages containing additional signatures which cumulatively may be considered a single petition.]

# EXHIBIT A

## Map of Annexation Site



## **EXHIBIT B**

### **Legal Description of Annexation Site**

Legal Description: The following described real property, situated in the County of Clark, State of Washington:

That portion of the Northeast quarter of the Northeast quarter of Section 3, Township 4 North, Range 3 East of the Willamette Meridian described as follows:

Beginning at the Northeast corner of said Section 3; thence West 227 feet; thence South 330 feet; thence East 227 feet; thence North 330 feet to the point of beginning; containing 2 acres, more or less; together with adjacent right-of-way of Yacolt Rd.

Clark County Tax Assessor's Parcel Number: 229863000

Abbreviated Legal Description: #22 SEC 3 T4N R3E WM 1.72A

Property Address:

25115 N.E. WH Garner Road  
Yacolt, WA 98675





## Town of Yacolt Agenda Request

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

**Name:** David Ridenour, Town Attorney

**Group Name:** Staff

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Battle Ground School District Impact Fees Update

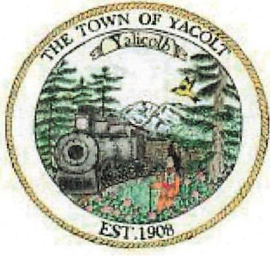
**Proposed Meeting Date:** August 14, 2023

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

**Proposed Motion:** None; update only

**Summary/ Background:** Attorney Ridenour will give an update on the latest communications regarding questions on school impact fees for Battle Ground School District.

**Staff Contact(s):** David Ridenour  
david@davidridenour.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 St.

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

Yacolt, WA 98675

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Objection to / Approval of Yacolt Trading Post Liquor License

**Proposed Meeting Date:** August 14, 2023

**Action Requested of Council:** Consider whether or not to object to the Liquor License renewal for Yacolt Trading Post

**Proposed Motion:** "I move that we (do/do not) object to the Liquor License Renewal for Yacolt Trading Post."

**Summary/ Background:** Every year the Liquor and Cannabis Board offers an opportunity for municipalities to object to renewal of any liquor licenses which have been issued. If any objections are raised, the selling establishment's license is placed on hold, pending hearings. Objections must be received by the Board before October 1, 2023 for this license.

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

Mayor Katelyn Listek

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

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

(360) 686-3922





Washington State  
Liquor and Cannabis Board  
PO Box 43098

, Olympia WA 98504-3098, (360) 664-1600  
www.liq.wa.gov Fax #: (360) 753-2710

July 06, 2023

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at [localauthority@sp.lcb.wa.gov](mailto:localauthority@sp.lcb.wa.gov).

Sincerely,

*Rebecca Smith*

Rebecca Smith, Director,  
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 07/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF YACOLT  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20231031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. YACOLT MARKET LLC	YACOLT MARKET 315 N AMBOY AVE YACOLT WA 98675 0000	361261	SPIRITS RETAILER SPIRITS RETAILER



## Town of Yacolt Agenda Request

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

**Name:** Mayor Listek

**Group Name:** Staff

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Engagement of Additional Legal Counsel

**Proposed Meeting Date:** August 14, 2023

**Action Requested of Council:** Approve the Legal Services Engagement Agreement signed by Mayor Listek August 9, 2023

**Proposed Motion:** "I move that we ratify the Legal Services Engagement Agreement signed by Mayor Listek August 9, 2023."

**Summary/ Background:** The Town would like to enlist the services of Jessica Goldman of Summit Law Group, an attorney with great experience on issues the Town faces. Ms. Goldman sent an engagement letter on August 9<sup>th</sup> for Mayor Listek to sign. That letter is attached here.

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

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

(360) 686-3922



JESSICA L. GOLDMAN  
DID: (206) 676-7062  
EMAIL: [jessicag@summitlaw.com](mailto:jessicag@summitlaw.com)

315 Fifth Ave S Suite 1000  
Seattle, Washington 98104  
phone · 206.676.7000  
fax · 206.676.7001

August 9, 2023

*Via DocuSign*

The Honorable Katelyn Listek  
Mayor of Yacolt  
TOWN OF YACOLT  
P.O. Box 160  
202 W. Cushman St.  
Yacolt, WA 98675  
[mayorlistek@townofyacolt.com](mailto:mayorlistek@townofyacolt.com)

**Re: Engagement Letter**

Dear Mayor Listek:

Thank you for hiring Summit Law Group to represent the Town of Yacolt with regard to Eric Hood's PRA lawsuit against the Town. We will represent your interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on your behalf.

If you have not yet had an opportunity to view the background of Summit Law Group, please take a moment to visit our website ([www.summitlaw.com](http://www.summitlaw.com)). Summit Law Group was founded on the principle that a modern law firm should be focused on its customers, not its lawyers. We designed Summit to be leaner, more efficient and more customer-responsive than traditional law firms. We want to form productive working partnerships with our customers, delivering a better product at greater value.

**Fee Arrangements.** We will build a working partnership with you to enable you to maintain control over the scope and cost of your legal work. We are especially interested in fee arrangements that provide incentives for us to be cost effective and that reward us for superior results. Unless we agree otherwise, however, we will charge for our services by the billable hour. We encourage you to consider and suggest other ways of measuring the value of our services during the course of our relationship. Whether you choose to be billed by the hour, or some other fee arrangement, we, unlike any other law firm we know of in the country, invite you to pay in accordance with your perception of the value of our legal services. To that end, within 30 days of our invoice, you are free to adjust our billed amount—upward or downward—based on your perception of the value that you have received.

The Honorable Katelyn Listek  
August 9, 2023  
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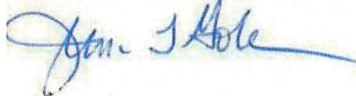
At present, my current hourly rate applicable to this engagement is \$415. The billing rates and contact information of the Summit team members who are expected to work on this engagement are included in the Appendix to this letter.

Unless otherwise agreed in writing, we will provide you with full itemized electronic billing information on a monthly basis, including people working on your engagement, their hours and rates and a detailed description of services performed. Payment of our bill is due upon receipt of our invoice and bills not paid within thirty (30) days of the date of the invoice will accrue interest at a rate of 1% per month. We do not charge for telephone, photocopying, computerized legal research, local travel, or other costs that are properly part of our cost of doing business. We charge our actual costs for out-of-town travel and meals, working meals, and other vendor expenses (*e.g.*, for high volume photocopying, courier and messenger services and other extraordinary expenses). We also charge for certain third-party vendor expenses related to document processing and discovery, electronic or otherwise (which may include the use of artificial intelligence). Our billings are monthly, unless otherwise agreed.

Attached to this letter is an Appendix that includes additional terms of this engagement. Together, this letter and the Appendix constitutes the agreement between you and us regarding our professional services. If the terms of our representation as described above and in the Appendix are acceptable, please date and sign this letter where indicated below and return it to me via mail, facsimile or electronic mail. This agreement will take effect on the date of your signature or when we first perform services, whichever is earlier.

Very truly yours,

SUMMIT LAW GROUP, PLLC



Jessica L. Goldman

cc: David W. Ridenour, Esq.

The Honorable Katelyn Listek  
August 9, 2023  
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AGREED AND ACCEPTED:

TOWN OF YACOLT

By *Katelyn Listek*  
Katelyn Listek  
Title: Mayor of Yacolt  
Dated *August 9<sup>th</sup>, 2023*

**APPENDIX TO ENGAGEMENT LETTER OF  
SUMMIT LAW GROUP, PLLC**

The term “you” below refers to the client in this engagement. If the client is an entity, then we have addressed the accompanying engagement letter to the client’s authorized representative, but the term “you” below refers to the entity client.

**IDENTITY OF CLIENT.**

In representing a client which is an entity, we do not thereby also separately represent affiliates or other constituents of the entity, nor do we separately represent the owners, officers, directors, founders, managers, members, partners, fiduciaries, or employees of the entity in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Unless we agree otherwise in writing, we do not by virtue of our representation of you also represent any entity that controls you, is controlled by you or is under common control with you. We will look to the addressee of the engagement letter for our instructions on behalf of the entity, unless you inform us otherwise in writing.

**SCOPE OF ENGAGEMENT.**

The scope of this engagement is described in the accompanying engagement letter. The scope of our engagement may change if you ask us to provide different or additional services and we agree in writing to provide them or we actually proceed to provide them and bill you for them. If our engagement changes, the terms set out in the accompanying engagement letter and this Appendix will apply to the changed engagement, unless we enter into a further agreement modifying this one. Our engagement may be terminated by either one of us upon written notice to the other.

**SUMMIT TEAM ASSIGNED TO THIS ENGAGEMENT.**

At Summit Law Group, we assign a team to your engagement. Your team includes the individual(s) listed below:

<b>Professional</b>	<b>Direct Dial</b>	<b>Email</b>	<b>Hourly Rate</b>
Jessica L. Goldman (JLG)	(206) 676-7062	<i>jessicag@summitlaw.com</i>	\$415
Tana M. Daugherty	(206) 676-7067	<i>tanad@summitlaw.com</i>	\$240

We may in the future add other professionals to your team depending on the time and experience required by your matters, which may include contract personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise, the same as we do for our employees and partners.

**BILLING AND PAYMENT.**

We review and make changes to our hourly rates from time to time, usually on an annual basis. Changes may or may not apply across the board to all timekeepers.



Our preferred methods of payment are via check or ACH. Information on both of those payments options are below:

**Payment by Check:**

Summit Law Group, PLLC  
Attn: Billing  
315 Fifth Avenue S., Suite 1000  
Seattle, WA 98104-2682

**Payment by ACH:**

Account Name – Summit Law Group  
Account # – 002-000-520  
ABA Routing # – 125-008-013  
Bank – Commerce Bank of Washington

Timely payment in full is a condition to our continuing provision of services. You agree that we may suspend or terminate our services and may withdraw from this engagement in the event our fees and other charges are not timely paid, subject to applicable rules governing attorney withdrawal. In extreme cases, we may pursue recovery of unpaid fees through collection actions or litigation. If our engagement is terminated by either you or us for any reason, you will remain obligated to pay us all fees and other charges properly incurred up to the termination date.

Although on occasion we will in good faith attempt to estimate in advance the fees and costs of an engagement, we are not bound by any such estimate unless agreed in writing. Also, we are not obligated to revise, amend or correct any such estimate if subsequent developments make it inaccurate.

If we have more than one client in this engagement, then each is jointly and severally obligated to pay us unless we agree otherwise in writing. Any outside arrangements you may have for allocation, reimbursement, insurance, indemnification or the like will not relieve you of your obligation to pay amounts due.

**CONFLICT CHECK.**

At the beginning of each engagement we conduct a review of potential conflicts of interest to ensure compliance with the Rules of Professional Conduct, using names that you have provided. As we move forward, please be sure to immediately provide us with any new or different names of adverse or interested parties so that we may update our conflict check.

**COMMUNICATIONS WITH SUMMIT.**

Our communications with you may include legal advice and information that is protected by the attorney-client privilege, the work product doctrine, or other protections from disclosure. To maintain these privileges and protections, both you and Summit must take reasonable measures to safeguard the confidentiality of our communications. Please be aware that if you reveal information to a third party, including by communicating with us on an email system accessible by a third party or on a mobile device that you do not control, protections of privilege and confidentiality may be lost. You should also be aware that there may be circumstances in which we have an independent ethical duty to reveal privileged information.

**FRAUD PREVENTION.**

During the course of our engagement, there may be a need or desire to arrange for the electronic transfer of funds to Summit or to other parties. In the event that you receive a request for a funds transfer, wire transaction, or other matter involving your financial accounts or your account at Summit, please confirm the legitimacy of the request verbally with a known contact at Summit before you proceed with the transaction.

**OWNERSHIP AND RETURN OF FILES.**

By executing our engagement letter, you agree that the files generated or accumulated as a result of our representation belong to Summit Law Group. If you desire an electronic copy of the files at the conclusion of our representation, you will be provided with an electronic copy of the files. Under our document retention policy, we normally destroy client records, including electronic records, seven years after the conclusion of a matter unless other arrangements are made or the nature of the matter requires a longer retention period. E-mails that are duplicative, routine or otherwise not part of the client file may be destroyed before the end of the seven-year period, without prior notice to you.

**DISPUTE RESOLUTION AND ARBITRATION.**

If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter. If we cannot reach agreement, we each agree to comply with any mandatory dispute resolution procedures that apply to any such dispute. If such applicable mandatory dispute resolution procedures have been completed or waived, and a dispute still exists between us, we each agree that the dispute will be submitted for mediation under the rules of JAMS. If such mediation fails, and a dispute still exists between us, we each agree that the dispute will be submitted to binding arbitration under the rules of JAMS. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review.

By signing this agreement, you acknowledge that the agreement to arbitrate results in a waiver of your right to a court or jury trial for any fee dispute or malpractice claim. This also means that you are giving up your right to discovery and appeal. If you later refuse to submit to arbitration after agreeing to do so, you may be ordered to arbitrate pursuant to the provisions of Washington law. You acknowledge that before signing this agreement and agreeing to binding arbitration, you are entitled to, and have been given, a reasonable opportunity to seek the advice of independent counsel.