

# **Town of Yacolt**

## **Council Meeting Agenda**

**Monday, May 12, 2025**  
**7:00 PM**  
**Town Hall**

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### **Call to Order**

### **Flag Salute**

### **Roll Call**

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

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

- [1.](#) DRAFT Minutes from Council Meeting on 4-14-25

### **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.](#) 6-Yr. Transportation Improvement Plan for 2026-2031
- [3.](#) Update on Interlocal Agreement with Fire Marshal
- [4.](#) Update on NCLL Stadium Lighting Agreement
- [5.](#) Yacolt Meeting/Tour with Legislative Delegation
- [6.](#) Schedule Date for Special ADU Workshop

### **New Business**

- [7.](#) Street Closure Request for Car Show

### **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.*

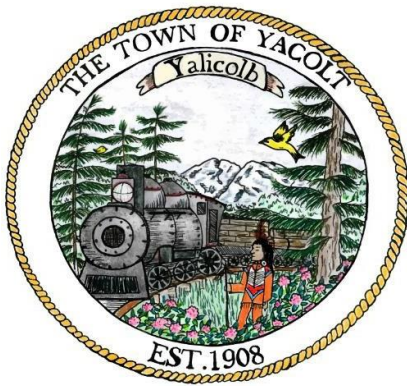
**Council's Comments**

**Mayor's Comments**

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

**Executive Session**

**Adjourn**



# Town of Yacolt

## Town Council Meeting Minutes

April 14, 2025

7:00 PM

Town Hall

### Call to Order

7:00 PM

### Flag Salute

### Roll Call

Council Members Present: Jeff Carothers, Kandi Peto, Brandon Russell, Marina Viray

Council Member Absent: Carroll

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

### Late Changes to the Agenda

None

### Approve Minutes of 3/10/2025 Meeting:

Motion was made to approve the minutes as written.

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

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

**Motion Carried**

### Approve Minutes of 3/26/2025 Special Meeting:

Motion was made to approve the minutes as written.

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

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

**Motion Carried**

### Citizen Communication

None

### Unfinished Business

#### **Resolution #631 Interlocal Agreement re: Yard Debris Collection**

The Agreement presented at the previous meeting was updated per recommendations from Yacolt's Attorney Ridenour, and a motion was made to adopt Resolution #631, thereby approving the Yard Debris Collection Interlocal Agreement as presented.

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

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

**Motion Carried**

### **Proposal for Ballfield Stadium Lights**

North Clark Little League (NCLL) President Ken Pierce introduced the topic, saying he'd gotten a third bid which was around \$180,000, making it cost-prohibitive. He described the lights and shared details on the bids. Clark Public Utilities has agreed to set the poles which NCLL already owns. He said the lights must be paid for by May 1<sup>st</sup> in order to avoid extra costs due to upcoming tariffs. There was some discussion regarding prevailing wages, and Attorney Ridenour said he'd look into that further before finalizing the Agreement between the Town and NCLL. Motion was made as follows:

"I move that the Council direct Staff to prepare and authorize the Mayor to sign any necessary and appropriate Agreements with NCLL and, if needed, with Clark Public Utilities, for the construction of stadium lighting at the Yacolt Ballfields, with the Town to reimburse no more than \$28,100 of the actual cost of the stadium lights and related equipment described in the March 24, 2025 bid by Westgate Manufacturing, Inc., with the Council finding that the cost of the stadium lights is competitive and advantageous under the circumstances; with Clark Public Utilities to donate volunteer labor and a bucket truck to assist with the installation of the light poles, with NCLL to donate labor and materials for the construction of underground trenching, the installation of underground conduit and electrical cable, backfill of the trench, and the installation of the stadium lighting along with all related materials and equipment to complete the project, with NCLL to donate the costs of all permitting associated with the project, and requiring the compliance of all parties with all applicable laws and regulations, including competitive bidding and prevailing wage laws, as well as with any exceptions to such laws."

**Motion:** Russell

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

**Aye:** Carothers, Peto, Russell, Viray

**Nay:** 0

**Absent:** Carroll

**Motion Carried**

### **Fee Agreement with Heritage Corporate and Legacy Advisors**

Councilmember Peto confirmed with Attorney Ridenour that hiring this new firm would help him out. Ridenour said that he would need to help the new firm get on track, steering them toward the Town's goals. Mayor Shealy stated that we really need to get Ridenour some help, but his biggest worry is that Heritage has little to no experience with municipal law. He's concerned about paying Heritage while they're still learning. Councilmember Carothers pointed out that we have to start somewhere, and this Agreement allows us to cancel at any time. Ridenour mentioned that when he first started with the Town, he also had no experience in municipal law. A motion was then made to authorize Mayor Shealy to sign the Agreement with Heritage.

**Motion:** Carothers

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

**Aye:** Carothers, Peto, Russell, Viray

**Nay:** 0

**Absent:** Carroll

**Motion Carried**

### **Ratification of Release and Settlement Agreement with Joseph Boget**

Motion was made to ratify the Agreement with Mr. Boget (which was amended, per Council recommendations at the March 10<sup>th</sup> meeting) as presented.

**Motion:** Peto

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

**Aye:** Carothers, Peto, Viray

**Nay:** Russell

**Absent:** Carroll

**Motion Carried**

### **Re-painting the Tennis Court at Town Park for Pickleball**

Councilmember Russell pointed out that because this is maintenance, it should not trigger prevailing

wage requirements. After comparing the bids presented, a motion was made to select Centre Court Sport Services for the job.

### **Update on Legislative Funding for Public Buildings**

Mayor Shealy reported that none of the funding the Town was hoping for was approved, although new grants from the Dep't. of Commerce are scheduled to open in May. Also in May, a couple of our Legislators (Abbarno and Braun) should be coming to tour Yacolt and draft letters of recommendation in support of the Town's projects for the Commerce grants.

### **Remote Deposit Capture and Check Fraud Protection**

Clerk Fields reported that there will be no charges for the remote deposit machine or service, and that we also qualify for free check fraud protection, due to the balance the Town usually carries in its account.

### **New Business:**

#### **County Planning Process: CDBG and HOME Grants**

Michael Torres from Clark County explained how CDBG and HOME grants work. He said the Town participates through our Interlocal Agreement with the Urban County Policy Board, so is eligible to apply for these grants. He explained that these grants target low to moderate income level areas, and that they can be used to make upgrades to government facilities, but not to maintain them. He noted that the next submittal window is in October, with a December 1<sup>st</sup> deadline to get proposals turned in.

#### **Hanging Flower Baskets in Town**

There was a short discussion regarding maintenance costs, availability, look of the baskets, and if it's worth the money spent to hang flower baskets around Town. A motion was made for the Town to purchase 25 baskets, already pre-made (not order baskets sight-unseen).

**Motion:** Peto

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

**Aye:** Carothers, Peto, Russell, Viray

**Nay:** 0

**Absent:** Carroll

**Motion Carried**

#### **Porta-Potties for Events, Specifically the WHY Racing Events Runs**

Councilmembers discussed how events benefit the Town, and how many porta-potties would be needed for the Race Events. Public Works Director Gardner announced that he recently purchased two more ADA porta-potties for the Town, so the Town now owns 3 ADA and one regular porta-potty. These can be placed near the Bigfoot Run starting/finish line, and then at least 2 of them moved to the Ballfields for the 4<sup>th</sup> of July. A motion was made to rent 2 regular porta-potties and one hand-washing station for the Rec Park for the runners who will be camping there.

**Motion:** Peto

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

**Aye:** Carothers, Peto, Russell, Viray

**Nay:** 0

**Absent:** Carroll

**Motion Carried**

#### **Six-Yr. Transportation Improvement Plan for 2026-2031**

Clerk Fields reported that the W. Hoag Street Improvements need to be moved ahead on the schedule because the Town qualified for a grant to do this job this year or next. The other big priority Council recommended is N. Hubbard Street, from Jones to Yacolt Rd. The Clerk asked Council and any interested parties to come to the May meeting ready to express their priorities for the 6-Yr. plan.

## **Resolution #632 re: Express Building Permits in Specified Circumstances**

Attorney Ridenour and Clerk Fields both spoke regarding different areas of the Resolution. The biggest change this will make is that it will streamline processing of permits. While the Resolution does not require that *all* 3 consultants review every single permit application, it gives the option for that. The requirement is that the *appropriate* consultant(s) review applications. A motion was made to adopt Res. 632 as presented.

**Motion:** Viray

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

**Aye:** Carothers, Peto, Russell, Viray

**Nay:** 0

**Absent:** Carroll

**Motion Carried**

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

- Finished the ARPA (SLFRF) Annual Report on April 1<sup>st</sup> (was due April 30<sup>th</sup>). Now beginning the Annual Report for the WA State Auditor's Office (due May 29<sup>th</sup>).
- Just got in a great Application/Resume for a new Assistant; will hold an interview tomorrow.
- All Easter Eggs are stuffed and ready for this Saturday's Easter Egg Hunt. The following Saturday is the Town Clean-up. We can use volunteers for both of these events.
- At the next Events meeting (April 28) we will be discussing Rendezvous Days.
- Reminder: All Council Members please sign up with the Clark County Elections office between May 5<sup>th</sup> and 9<sup>th</sup>.

### **Public Works Department Report**

- Asked Council for guidance on what to do about the Town Park bathrooms to prevent vandalism; also reported on vandalism in general
- Hired a new permanent F/T employee and started 2 seasonal P/T employees.
- April 17<sup>th</sup> there will be a Public Hearing at Clark County re: the mining overlay at Chelatchie.

### **Attorney's Comments**

- Legal tidbit: Contractor bonds went up this year from \$20,000 to \$30,000.
- Clark County has added their own version of Express permitting
- Engineers have almost finalized the Keller Short Plat, so we will need to re-visit the issue of assigning addresses in May or June.
- Hopes to have the Fire Marshal Interlocal Agreement done to present at the May meeting.
- Handed out questionnaires re: ADUs, asked Council to bring their comments either to the May meeting or possibly to a special workshop. (Council thought it would be a good idea to have a special workshop during the last couple of weeks of May.)

### **Citizen's Communication**

Lars Uskoski asked if there has been any movement with the UGA update, and also about the gravel in the Rec Park parking lot.

### **Council's Comments**

- Carothers – Went to a Parks Foundation meeting, and will attend another on May 8<sup>th</sup>. Went to an EMS Board meeting: They're in the process of updating an Interlocal Agreement to reconfigure their board; they will be updating their protective gear and standardizing radios; 3 new firefighters will be coming on board soon; they have 8 F/T crew + staff and flex medics; they have ongoing trainings; were denied funding for their new building; reviewing their budget.

- Peto – Will be at the Easter Egg Hunt, and plans to also come to the Events meeting.
- Viray – Went to Mosquito Board meeting: will be doing more community outreach, as this looks like it may be a big mosquito year; citizens can contact them to request that they spray in their area.

### **Mayor's Comments**

All volunteers for the Easter Egg Hunt will be appreciated; please be at the Ballfields about 7 a.m.; we need help at the field gates just before and during the hunts. Up to 2 Council members should attend Events meetings if they can, especially this one to help plan Rendezvous Days. We We also need volunteers for the Town Clean-Up.

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

Motion was made to pay the bills with two exceptions: The NCLL check needs to be held back until after the Agreement is drafted and signed, and the Invictus check should be held back until we are sure we have the right boxes.

**Motion:** Peto

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

**Aye:** Carothers, Peto, Russell, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Executive Session**

Mayor Shealy closed the regular meeting and called for a 20-minute executive session from 10:00-10:20 pm. To discuss potential litigation and potential real estate purchase. At 10:20, he extended the session for up to another 10 minutes. At 10:26, with no audience members remaining, he closed the executive session and re-opened the regular meeting.

### **Adjourn**

10:27 pm

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

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

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



## Town of Yacolt Agenda Request

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

**Name:** Clerk Fields

**Group Name:** Staff

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** 6-Year Transportation Improvement Plan for 2026-2031

**Proposed Meeting Date:** May 12, 2025

**Action Requested of Council:** Continue consideration of what you would like to have included in the Town's 6-Year plan for improvements to the Town's streets and sidewalks for 2026-2031.

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

**Summary/ Background:** Every year, the Town must update its priorities for what street and sidewalk improvements to make over the next 6 years. A copy of a plan with updates discussed at the April Council Meeting is attached, for reference. The Town must adopt an updated plan by June, as we are required to file the new Plan with the WA State Dep't. of Transportation by July 1<sup>st</sup>. At the June Council meeting, we will hold a Public Hearing to further discuss the Plan and then adopt it.

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

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

(360) 686-3922

# Town of Yacolt, Clark County, Washington

## Six Year Transportation Improvement Plan

From 2026 to 2031

Public Hearing: June 9, 2025

Adopted June 9, 2025 : Resolution #6\_\_

Project Description	Priority	Financing	2026	2027	2028	2029	2030	2031
<b>General Planning Evaluation</b> Engineering review and planning evaluation of the Town's streets, sidewalks, curbs, gutters, drainage, bicycle and pedestrian elements, ADA transition planning, and/or railroad crossing structures.	1	State Funds: \$30,000 Local Funds: \$36,000 Total Funds: \$66,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
<b>W. Hoag Street</b> S. Railroad Ave. to Dead End New pavement, curbs and drainage	1	State Funds: \$502,880 (TIB Grant) Local Funds: \$110,000 Total Funds: \$612,880	\$ 612,880	\$ -	\$ -	\$ -	\$ -	\$ -
<b>N. Amboy &amp; E. Yacolt Rd.</b> Curb & ADA Retrofit with Bicycle lane N Amboy Rd south to Yacolt Rd, then east to Library	1	State Funds: \$288,373 (TIB Grant) Local Funds: \$15,178 Total Funds: \$303,551	\$ 303,551	\$ -	\$ -	\$ -	\$ -	\$ -
<b>W. Cushman Street</b> ADA crossing at Cushman across RR Ave Curbs, sidewalks	1	State Funds: \$148,675 Local Funds: \$7,825 Total Funds: \$156,500	\$ 156,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>N Hubbard Ave</b> E Jones St to E Yacolt Rd New pavement, curbs, sidewalks	1	State Funds: \$725,325 Local Funds: \$38,175 Total Funds: \$763,500	\$ 763,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>General Maintenance</b> Striping, crack-sealing, patching As needed throughout Town	1	State Funds: \$123,500 Local Funds: \$6,500 Total Funds: \$130,000	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>E. Hoag Street</b> NE Railroad Ave to terminus Pavement preservation	2	State Funds: \$19,475 Local Funds: \$1025 Total Funds: \$20,500	\$ -	\$ 20,500	\$ -	\$ -	\$ -	\$ -
<b>South Hubbard</b> E Jones to E Hoag St Pavement preservation	2	State Funds: \$37,300 Local Funds: Total Funds: \$37,300	\$ -	\$ 37,300	\$ -	\$ -	\$ -	\$ -
<b>Parcel Ave #2</b> W Humphrey St to South Town Limits New pavement	2	Federal Funds: \$285,625 (CDBG) Local Funds: \$25,000 Total Funds: \$310,625	\$ -	\$ 310,625	\$ -	\$ -	\$ -	\$ -
<b>Parcel Ave #1</b> W Yacolt Rd to W Humphrey St New pavement, curbs and widening	2	State Funds: \$513,395 TIB Local Funds: \$75,000 Total Funds: \$588,395	\$ -	\$ 588,395	\$ -	\$ -	\$ -	\$ -
<b>East Yacolt Rd</b> N Railroad Ave to E Town Limits New pavement, curbs and drainage	2	State Funds: \$732,650 (RSTP) Local Funds: \$7,000 Total Funds: 739,650	\$ -	\$ 739,650	\$ -	\$ -	\$ -	\$ -
<b>West Yacolt Rd</b> Pavement preservation 1900 lin. ft.	3	State funds \$ 60,800 (RSTP) Local Funds: \$5,000 Total Funds: \$65,800	\$ -	\$ -	\$ 65,800	\$ -	\$ -	\$ -

<b>N. Amboy Road</b>		Fed. Funds : \$418,000							
W. Jones St. to W. Yacolt Road	3	(TIB)	\$ -	\$ -	\$ 425,350	\$ -	\$ -	\$ -	
New pavement, curbs, sidewalks and drainage		Local Funds: \$7,350 Total Funds: \$425,350							
<b>Johnson Avenue</b>		Fed Funds : \$ 539,500							
W. Yacolt Road to W. Humphrey St.	3	(CDBG)	\$ -	\$ -	\$ 572,500	\$ -	\$ -	\$ -	
New pavement, curbs, sidewalks & drainage		Local Funds: \$33,000 Total Funds: \$575,500							

Project Description	Priority	Financing	2025	2026	2027	2028	2029	2030
<b>E. Farrer Street</b> N. Hubbard to N. Pine Ave. Pavement preservation	4	State Funds : \$ 36,900 Local Funds: \$0 Total Funds: \$36,900	\$ -	\$ -	\$ -	\$ 36,900	\$ -	\$ -
<b>N. Pine Street</b> E. Yacolt Rd. to Dead End Pavement preservation	4	State Funds: \$44,550 Local Funds: \$0 Total Funds: \$44,550	\$ -	\$ -	\$ -	\$ 44,550	\$ -	\$ -
<b>N. Hubbard Road</b> E. Yacolt Rd. to N. Dead End Pavement preservation	4	State Funds: \$0 Local Funds :\$46,090 Total Funds: \$46,090	\$ -	\$ -	\$ -	\$ 46,090	\$ -	\$ -
<b>S. Williams</b> E. Jones St. to E. Humphrey St. New pavement, sidewalks, curbs & drainage	5	Fed. Funds: \$220,950 (CDBG) State Funds: \$17,600 Total Funds: \$238,550	\$ -	\$ -	\$ -	\$ -	\$ 238,550	\$ -
<b>E. Humphrey Street</b> S. Williams Ave. to S. Hubbard Ave. New pavement, curbs, sidewalks and drainage	5	State Funds : \$254,330 Local Funds: \$0 Total Funds: \$254,330	\$ -	\$ -	\$ -	\$ -	\$ 254,330	\$ -
<b>W. Christy Street</b> N. Amboy Road to Dead End at Park New pavement and sidewalks	5	State Funds: \$385,000 Local Funds: \$17,250 Total Funds: \$402,250	\$ -	\$ -	\$ -	\$ -	\$ 402,250	\$ -
<b>Ranck Avenue</b> W. Cushman St. to W. Wilson St. New pavement, curbs & drainage	5	State Funds: \$417,170 Local Funds: \$0 Total Funds: \$417,170	\$ -	\$ -	\$ -	\$ -	\$ 417,170	\$ -
<b>W. Wilson Street</b> S. Railroad Avenue to Dead End New pavement and curbs	5	State Funds: \$664,400 Local Funds: \$110,840 Total Funds: \$775,240.	\$ -	\$ -	\$ -	\$ -	\$ 775,240	\$ -
<b>W. Humphrey St.</b> S. Railroad Ave. to W. Town Limits New pavement, curbs, and drainage	5	State Funds : \$781,665 Local Funds: \$172,700 Total Funds: \$954,365	\$ -	\$ -	\$ -	\$ -	\$ 954,365	\$ -
<b>Blackmore Avenue</b> W. Humphrey St. to W. Jones Pavement preservation	6	Local Funds: \$8,940 State Funds: \$8,940 Total Funds: \$17,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,880
<b>E. Valley Road</b> S. Hubbard to Dead End Pavement preservation	6	State Funds: \$22,000 Local Funds: \$3,300 Total Funds: \$25,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,300
<b>E. Wilson</b> S. Hubbard to Dead End Pavement preservation	6	State Funds: \$20,900 Local Funds: \$5,200 Total Funds: \$26,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,100
<b>W. Christy Street</b> N. Amboy Road to Dead End Pavement preservation	6	State Funds: \$39,040 Local Funds: \$0 Total Funds: \$39,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,040
<b>N. Cedar Avenue</b> E. Yacolt Road to Dead End Pavement preservation	6	State Funds: \$46,090 Local Funds: \$0 Total Funds: \$46,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,090
<b>W. Jones Street</b> W. Town Limits to Railroad Avenue Pavement preservation	6	State Funds: \$0 Local Funds: \$69,070 Total Funds: \$69,070	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,070
<b>N. Pine Avenue</b> E. Jones to Dead End Curbs, sidewalks, drainage	6	State Funds: \$159,400 Local Funds: \$0 Total Funds: \$159,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,400
<b>W. Bumpski Street</b> S. Parcel to Dead End New pavement, sidewalks, curbs and drainage	6	Fed. Funds: \$143,000 (CDBG) State Funds: \$23,550 Total Funds: \$166,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,550



## Town of Yacolt Agenda Request

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

**Name:** Clerk Fields

**Group Name:** Staff

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Update on Interlocal Agreement with Clark County Fire Marshal

**Proposed Meeting Date:** May 12, 2025

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

**Proposed Motion:** None; update only

**Summary/ Background:** Town Attorney David Ridenour has been working on drafting an Interlocal Agreement with the Clark County Fire Marshal's Office for services they can provide to the Town (ie: inspections, plan reviews, and investigations). He hoped to have the Agreement to present to Council at this meeting, but has been quite ill since the last meeting, so the draft is only about 80% complete. Having made that much progress, he now expects to present the Agreement for approval at June's Council meeting.

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

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

(360) 686-3922



## Town of Yacolt Agenda Request

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

**Name:** Clerk Fields

**Group Name:** Staff

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Ballfield Stadium Lighting Agreement

**Proposed Meeting Date:** May 12, 2025

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

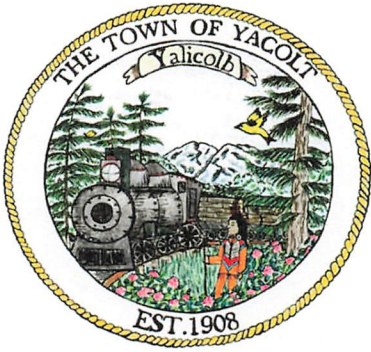
**Proposed Motion:** None; update only

**Summary/ Background:** At the April Council meeting, at the suggestion of the Town's Attorney, and after discussion with the President of the North Clark Little League, the Town Council decided to hold back on reimbursement to NCLL for the stadium lights until the Agreement presented was updated on a few points and signed by both parties. Council approved the changes to be made to the Agreement and authorized the Mayor to sign it, and for the check to be subsequently handed over to NCLL. As an update, the lights were purchased by NCLL, both parties signed the Agreement, and the reimbursement check for the price of the lights (\$28,100.00) was handed over to NCLL on May 5th.

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

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

(360) 686-3922



# Town of Yacolt

202 W. Cushman Street  
P.O. Box 160  
Yacolt, WA 98675

Tel: (360) 686-3922

**Ian C. Shealy**  
Mayor

## AGREEMENT

THIS AGREEMENT is made and entered into on this 5th day of May, 2025, by and between the Town of Yacolt, a Washington municipal corporation, ("Town" or "Yacolt"), and North Clark Little League, a Washington nonprofit corporation, ("NCLL" or "Licensee"), (hereafter collectively referred to as the "Parties").

### Background

**Whereas**, the Town of Yacolt is the owner of real Property commonly known as the 'Yacolt Ballfields', legally described in Exhibit A hereto, and comprised of tax lot numbers 279511-000, 279449-000, 279490-000, 064537-000 and 064536-000, as such parcels may have been or may be altered by events including boundary line adjustments of record, (together the "Property");

**Whereas**, NCLL is the primary user of that portion of the Property that contains the ballfields, parking and surrounding lands that support the ballfields pursuant to a written non-exclusive License Agreement with the Town;

**Whereas**, NCLL uses the licensed Property to support youth activities and to teach Little League baseball to children 16 and younger;

**Whereas**, NCLL desires to have night games and wants to construct stadium lighting for two of the baseball fields on the Property as generally described in Exhibit B, (hereafter the "Project");

**Whereas**, NCLL proposes to be responsible for all Project construction activities as well as the operation and maintenance of the Project improvements during the term of its License Agreement with the Town (including any extensions thereto), and to coordinate all things necessary to complete the work on the Project according to the terms and conditions outlined in this Agreement;

**Whereas**, the Parties understand and agree that all improvements to the real Property are owned by the Town and shall remain on the Property upon the termination of NCLL's License Agreement;

**Whereas**, NCLL has asked the Town to contribute a portion of the funds necessary to complete the Project by purchasing the lighting equipment for eight new and existing poles that will surround the two ballfields;

**Whereas**, the Town Council finds that NCLL's historical and proposed ongoing use of the Property stimulates business, tourism and revenue for the community, promotes community pride and involvement, and is therefore in the public interest;

**Whereas**, the Town Council finds that the Project will improve the value of the Town's Property, promote youth and community activities, and generally benefit the public interests of the Town; and,

**Whereas**, on April 14, 2025, the Town Council authorized the Mayor to prepare and execute this Agreement and to reimburse NCLL's costs for requested lighting equipment:

**NOW THEREFORE**, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Agreement for Construction on Public Property:** The Town agrees that NCLL may construct the proposed Project improvements on the Property. The Parties agree that NCLL shall construct the Project improvements pursuant to the terms of this Agreement.
2. **Contract Documents:** The Contract Documents upon which the Agreement is and will be based are as follows:
  - 2.1 This Agreement;
  - 2.2 The plans and specifications described in this Agreement and additional information to be provided as part of NCLL's application for a building permit pursuant to this Agreement;
  - 2.3 A final Building Permit, including all requirements and conditions described therein;
  - 2.4 Written interpretations of the Contract Documents and directives to be made from time to time by the Town; and,
  - 2.5 Project change orders issued as may be issued with the approval of the Town.
3. **Coordination with the Town:** NCLL shall coordinate with the Town before beginning work on the Project and throughout, to ensure that the work to be performed meets all Town requirements.
4. **Yacolt's Contribution to the Cost of the Project:** Yacolt agrees to reimburse the actual costs of lighting equipment for the Project as described in Exhibit C attached hereto. The amount of Yacolt's contribution shall be no more than TWENTY EIGHT THOUSAND ONE HUNDRED AND NO/100 DOLLARS, (\$28,100.00). NCLL shall present receipts and other documentation as requested by the Town that clearly show the amount spent by NCLL to purchase the lighting equipment described on Exhibit C. The funds provided pursuant to this Agreement shall be used only for the Project approved in this Agreement. The Town's funds and the lighting equipment purchased using the Town's funds shall not be diverted to any other person or used for any other purpose. The Town Clerk is authorized by the Town Council to reimburse NCLL under this Section as soon as the lighting equipment is purchased, even if NCLL has not yet applied for a building permit for the Project.
5. **NCLL Requirements:** Unless otherwise directed or approved by the Town, NCLL's rights under this Agreement are subject to the following requirements:
  - 5.1 NCLL to Comply With All Applicable Laws and Regulations: NCLL shall comply with all applicable laws and regulations in constructing the Project. NCLL shall comply with the Town of Yacolt Engineering Standards for Public Works Construction, ("*Engineering Standards*"), including all updated and current versions of standard specifications referenced therein. NCLL shall comply with applicable ordinances, construction codes, regulations,

standards, and all other applicable local, state and federal laws and regulations, including safety laws and standards. NCLL shall comply with orders of the Town and the Town Engineer relating to the performance of the work performed under and pursuant to this Agreement.

- 5.2 Contractors to be Licensed and Bonded: For any and all work that will or must be performed by contractors to complete the scope of work described in Exhibit B, such contractors shall be licensed and registered in Washington.
- 5.3 Payment of Taxes and Procurement of Licenses and Building Permits: NCLL shall pay all taxes required by law in connection with work on the project in accordance with this Agreement including sales, use, and similar taxes, and shall secure and pay for all licenses and permits necessary for proper completion of the work. NCLL shall apply for and obtain a Building Permit for the project work from Yacolt, an electrical permit from the Washington Department of Labor & Industries, and any other permit as may be required.
- 5.4 Financial Responsibility for the Project: Except as otherwise stated in this Agreement, NCLL shall furnish all of the material, supplies, tools, equipment, utilities, labor and other services necessary for the construction and completion of the Project. NCLL shall operate and maintain its facilities on the Property, including the Project improvements, at its expense during the term of its License Agreement with the Town.
- 5.5 Prevailing Wages to be Paid on Project: This Agreement and NCLL's Project are subject to RCW 39.12, Prevailing Wages on Public Works. NCLL understands and agrees that the hourly minimum rate of wage to be paid to all qualified workers for any contractor or subcontractor shall not be less than the prevailing rate of wage. NCLL agrees that NCLL and its contractor(s) shall comply in all respects with the provisions of RCW 39.12. NCLL shall pay prevailing wages to all workers on the Project including all 'volunteer' workers for whom an exception to the prevailing wage requirement does not exist.
- 5.6 Equal Opportunity to Participate in Volunteer Activities. In all activities related to this Agreement, there shall be no unlawful discrimination by NCLL against any person based on any status protected by law, except where a disability prevents or substantially limits the performance of essential functions required to accomplish the work.
- 5.7 Records: NCLL agrees to maintain in good condition all records related to its activities under this Agreement and shall make such records available to the Town upon request. NCLL shall retain such records for a period of not less than three (3) years after the expiration or termination of this Agreement; provided, however, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated, such records shall be retained until the later of (a) resolution or completion of litigation, claim or audit; or (b) six (6) years after the date of expiration or termination of this Agreement.
- 5.8 General Use of the Public Property: NCLL shall ensure that Project improvements and facilities on the Property are installed, maintained, repaired, and removed in such a manner and at such points so as not to unreasonably inconvenience the public's use of the Property or to adversely affect the public health, safety, and welfare.
- 5.9 Working Hours: NCLL shall perform the work only between the hours of 7:00 a.m. to 10:00 p.m., Monday through Sunday, except for emergencies or as otherwise approved by the Town. Requests to work after hours shall be submitted to the Town Engineer at least one week before the after-hours work is scheduled to begin.

- 5.10 Responsibility for and Supervision of Construction: NCLL and NCLL's contractor(s) shall be responsible for all construction under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of all work. NCLL and NCLL's contractor(s) shall supervise and direct the work to the best of their ability, and give the Project all attention necessary for such proper supervision and direction.
- 5.11 Safety Precautions and Programs: NCLL and NCLL's contractor(s) have an overall duty to provide and oversee all safety orders, precautions, and programs necessary to the reasonable safety of the work. NCLL's contractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. In this regard, NCLL shall take reasonable precautions for the safety of all employees and other persons whom the work might affect, all work and materials incorporated in the Project, and all property and improvements on the construction site and adjacent to the construction site, complying with all applicable safety laws, ordinances, rules, regulations, and orders.
- 5.12 Clean-Up and Restoration: NCLL and its contractor(s) shall keep the work premises and adjoining ways free of waste material and rubbish caused by their work. NCLL further agrees to remove all such waste material and rubbish on termination of the Project, together with all tools, equipment, machinery, and surplus materials. NCLL shall restore the Property as near as possible to its original condition before the permitted work began at NCLL's sole expense.
- 5.13 Business license: NCLL and NCLL's contractor(s) shall have or obtain a Yacolt Business License as may be required.
- 5.14 Inspections: NCLL or NCLL's contractor(s) shall request and obtain inspection approvals from the Town where required by the Building Official, the Town Engineer, or other permitting agencies.
- 5.15 Repayment to Town in the event of Project Cancellation: If the Project is terminated or cancelled for any reason other than the breach of this Agreement by the Town, NCLL shall reimburse the Town for any payment made under Section 4 above within 30 days of such cancellation.
6. **Conditions to NCLL's Construction on Public Property**: Unless otherwise directed or approved by the Town or the Town Engineer, NCLL's rights under this Agreement and any future permit are conditioned upon the following:
- 6.1. Approval of Application Submittals: Approval of NCLL's Building Permit and other applications as described herein.
- 6.2. Public Records Act: NCLL understands and agrees that records submitted to the Town are subject to the Washington Public Records Act under RCW 42.56, and may be disclosed to the public upon request.
- 6.3. Insurance: NCLL shall not begin work under this Agreement until NCLL's insurance policies have been approved by the Town.
- 6.4. Approval of performance: Final acceptance of the Project shall be subject to and conditioned upon the Town's satisfaction with the Project. Any of the work not completed according to the provisions set forth in this Agreement, the Building Permit, or other Contract Documents may be completed by the Town and charged to NCLL.

- 6.5 Nuisances: If complaints are received regarding nuisances caused by NCLL's or NCLL's contractor(s)' work on the Property, (e.g. noise, odors, etc.), further reasonable conditions may be added to the Project by the Town or the Town Engineer to mitigate the nuisance.
- 6.6 Independent Status of Parties: The Parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one Party shall not be considered, or construed, to be the employees or agents of the other Party for any purpose whatsoever.
- 6.7 Volunteers Are Not Employees of the Town: NCLL and NCLL's volunteers understand that they are not employees of the Town and Yacolt is not obligated to pay employee wages, sick leave, vacation pay, or any other benefit of employment. Notwithstanding the above, the Town will comply with the requirements of RCW 51.12.050. NCLL agrees to require that its volunteers complete a Town of Yacolt Volunteer Agreement form, and will provide it to the Town together with a list of NCLL's volunteers engaged each day in performing work on the Project.
- 6.8 Changes to Facilities: NCLL recognizes and agrees that it is responsible for and will at its own expense make any changes that may be required in the improvements to the Property constructed under this Agreement due to any reconstruction, improvement, or maintenance of the Property including any damage that may be done to the Property that may in any way be attributed by the Town Engineer to NCLL's work under this Agreement.
- 6.9 Non-Exclusive Rights: This Agreement and any permit or authorization issued hereunder shall not be deemed or held to be an exclusive one and shall not prohibit the Town from granting other permits or franchise rights to public or private people or entities, nor shall it prevent the Town from using its public Property, or exercising its right to full supervision and control over all or any part of the Property, none of which is hereby surrendered.
- 6.10 Town Remedies: The Town or the Town Engineer may revoke, annul, change, amend, amplify, or terminate this Agreement or any of the terms hereof if NCLL fails to reasonably comply with any or all of its requirements, conditions and agreements as set forth herein.
- 6.11 NCLL's Responsibility for Negligence of Employees, Volunteers and Contractors: NCLL assumes full responsibility for the acts, negligence, or omissions of all its employees and volunteers on the Project, for those of its contractors and their employees, and for those of all other persons doing work under a contract with NCLL's contractor. Nothing in this Agreement and its related documents shall create a contractual relationship between any contractor and the Town, or any obligation on the part of the Town to pay or be responsible in any way for the payment of any moneys due any contractor or subcontractor, unless otherwise required by law.

## **7. Yacolt's Authority and Responsibilities:**

- 7.1 Financial Responsibility for the Project: Yacolt agrees to make a financial contribution to the Project as described in Section 4 above. Yacolt further agrees to be responsible for the costs associated with drafting and executing this Agreement. All other financial obligations associated with the Project are the responsibility of NCLL as set forth in this Agreement.
- 7.2 Yacolt's Primary Contacts: Yacolt may provide instructions to NCLL or its contractor(s) through its Mayor. Yacolt also delegates authority to its Town Clerk and/or Town Engineer to give any instructions to NCLL and NCLL's contractor(s) during the course of the Project.

- 7.3 **Inspection Points:** The Town Clerk, Town Engineer and/or Public Works Director will identify and provide to NCLL a list of all inspection points prior to the commencement of work, or with reasonable advance notice prior to any component of the work that the Town Engineer desires to inspect.
- 7.4 **Agreement Interpretations and Directions:** Written interpretations of or directives under this Agreement and the related Contract Documents may be made from time to time by the Town or the Town Engineer. Requests for interpretations, direction, or change orders may be directed by NCLL or its contractor(s) to the Town or the Town Engineer.
- 7.5 **Worksite Information:** Upon written request from NCLL or its contractor(s), the Town shall, with reasonable promptness, provide information under the Town's control sufficient to enable NCLL and its contractor(s) to fully perform the work. NCLL and its contractor(s) are entitled to rely upon any information furnished by the Town or the Town Engineer.
8. **Starting and Completion Dates of the Work:** Construction under this Agreement may begin upon the execution of this Agreement by all Parties, the issuance of all required Building Permits, and the issuance of a notice to proceed by the Town or the Town Engineer. Construction shall be completed within the time-frame proposed by the Permittee and approved by the Town Engineer, but not later than October 31, 2026.
9. **Notices and Contact Information:** All notices and other communications between the Parties shall be in writing and shall be either hand-delivered, emailed, or mailed by first class mail, postage prepaid, as follows:

If to the Town:

Town of Yacolt  
Attn: Town Clerk or Mayor  
202 W. Cushman Street  
P.O. Box 160  
Yacolt, WA 98675

Telephone: (360) 686-3922  
Email: [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)  
Email: [mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)

If to the Town Engineer:

Jackson Civil Engineering, LLC  
Attn: Devin Jackson  
704 E. Main Street, Suite 103  
P.O. Box 1748  
Battle Ground, WA 98604

Telephone: (360) 723-0381  
Cell: (360) 901-6031  
Email: [devin@jacksoncivil.com](mailto:devin@jacksoncivil.com)

If to the Permittee:

North Clark Little League  
Attn: Ken Pierce  
Address: P.O. Box 732  
Yacolt, WA 98675

Cell: (503-593-8717)

Email: [president@northclarkll.com](mailto:president@northclarkll.com)

All notices shall be deemed given on the day such notice is personally served or emailed, or on the third day following the day such notice is mailed in accordance with this section. The name and address to which notices shall be directed may be changed by a Party by giving the other Party notice of such change as provided in this section.

10. **Dispute Resolution:** If a dispute arises out of or relating to this Agreement, or the breach of this Agreement, and if the dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. If the Parties do not agree on a mediator or resolve their dispute within a period of 45 days, then all disputes, claims, questions, or differences may be finally settled by action in a judicial or quasi-judicial tribunal. Nothing in this Agreement shall be construed to limit the Parties' choice of a mutually acceptable alternative resolution method such as a dispute hearing, a dispute resolution board, or arbitration. The Town and the Licensee agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.
11. **Indemnification:** NCLL shall indemnify, hold harmless and defend the Town, its elected and appointed officials, its employees, agents, consultants, representatives, volunteers and others working on behalf of the Town, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of NCLL's use of the Property, including all suits or actions of every kind or description brought against the Town, either individually or jointly with NCLL, for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by NCLL, or through any negligence or alleged negligence in safeguarding the public Property, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of NCLL, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with NCLL.

The indemnity provided by NCLL in this Section shall not apply to the extent losses are caused by the negligence or willful misconduct of the Town, its elected and appointed officials, officers, employees, agents and representatives.

This indemnity and hold harmless agreement by NCLL shall include any claim made against the Town by an employee of NCLL, NCLL's contractor, subcontractor or agent of NCLL, even if NCLL is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. For this purpose, NCLL, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51, RCW.

12. **Insurance:** NCLL shall procure and maintain the insurance described herein, written on an "occurrence" basis, from Washington-licensed insurers with a current A.M. Best rating of not less than A-, with limits of not less than described herein.

12.1	<u>Coverages</u>	<u>Limits of Liability</u>
	Commercial General Liability Insurance	
	1. Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
	2. Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 aggregate

Commercial Automobile Liability Insurance

- |                              |  |
|------------------------------|--|
| 1. Bodily Injury Liability   | \$1,000,000 each person<br>\$2,000,000 each occurrence |
| 2. Property Damage Liability | \$2,000,000 each occurrence                            |

Workers' Compensation. NCLL shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- 12.2. Policy Terms. NCLL shall keep this insurance in force without interruption from the commencement of the work and for thirty (30) days after the completion or termination date, whichever is later.
- 12.3. Verification and Continuation of Coverage. Upon request, NCLL shall deliver to the Town a Certificate of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein before NCLL gives notice for the commencement of the work. Failure of the Town to demand such verification of coverage with these insurance requirements or failure of the Town to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of NCLL's obligation to maintain such insurance. In the event of nonrenewal, cancellation, or material change in the coverage provided, forty-five (45) days written notice shall be furnished to the Town prior to the date of nonrenewal, cancellation or change.
13. **Performance or Payment Bond / Financial Security:** None required.
14. **Termination of Agreement:** Termination by Yacolt: The Town may terminate this Agreement at any time if, in the sole discretion of the Town, the Licensee fails to comply with any of the terms of this Agreement. The Town agrees to provide five days written notice of its intent to terminate the Agreement for the Licensee's material breach of its responsibilities, and such notice shall describe the breach with reasonable particularity. The Town may withdraw its notice of termination if the Licensee satisfies or corrects the breach condition to the reasonable satisfaction of the Town and/or the Town Engineer. Following any termination under this Section, the provisions of this Agreement shall still apply to any work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.
15. **Survival of Terms:** All rights and obligations set out in this Agreement and arising hereunder will survive the termination of this Agreement (a) as to the Parties' rights and obligations that arose prior to such termination and (b) as is necessary to give effect to rights and obligations that arise after such termination but derive from a breach or performance failure that occurred prior to the termination.
16. **Additional Provisions:**
- 16.1 Governing Law: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Venue for any matter arising out of this Agreement shall be in Clark County, Washington.
- 16.2 Attorney Fees: The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees, costs, and expenses, including reasonable attorney's fees, costs, and expenses incurred on appeal.
- 16.3 Waiver and Strict Performance: No act or omission of any Party to this Agreement shall at any time be construed to deprive such Party of a right or remedy hereunder, or otherwise, or be construed so as to at any future time estop such Party from exercising such right or

remedy. The failure of any Party hereto to insist upon strict performance of any of the promises and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

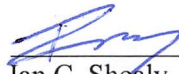
- 16.4 Entire Agreement: This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Party except to the extent incorporated in this Agreement.
- 16.5 Severability: In the event that any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
- 16.6 Modification of Agreement: Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
- 16.7 Assignment of Rights: The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.
- 16.8 Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 16.9 Section Headings: The titles to the paragraphs or sections of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- 16.10. Representation: NCLL understands that this Agreement has been prepared by David W. Ridenour, the attorney for Yacolt, and that the Town's attorney is not in a position to give advice to NCLL regarding this Agreement. NCLL has obtained or has had the opportunity to obtain the advice of its own counsel with respect to NCLL's rights and obligations under this Agreement. NCLL agrees that it is not relying on any representation or advice by the Town or its attorney, and that NCLL has satisfied itself as to the terms, duties and risks of signing this Agreement.
- 16.11 Construction: Each Party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all Parties, and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed in favor of or against any Party.
- 16.12 Further Assurances: The Parties to this Agreement each shall execute and deliver such other documents and instruments and take such further actions as may be reasonably necessary or required to consummate the transactions contemplated by this Agreement.
- 16.13 Authority of the Parties: The Parties hereby represent that each of the undersigned has

authority to bind the respective Party to this Agreement.


- 16.14 Sovereign Rights: By entering into this Agreement, the Town does not waive or relinquish any rights afforded it as a sovereign, and specifically reserves to itself all such rights and defenses.
- 16.15 Time of Essence: Time is of the essence of each and every provision of this Agreement.
- 16.16 Incorporation of Recitals: The Parties hereto incorporate by this reference the Background recitals listed above and affirm the truth of the same.
- 16.17 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Digital and e-mailed copies of signatures shall be treated as original signatures. On the request of a Party, an original signature page will be delivered to the requesting Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**Town of Yacolt**

  
\_\_\_\_\_  
Ian C. Shealy, Mayor

Attest:

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

Approved as to Form:

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

**North Clark Little League**

  
\_\_\_\_\_  
Ken Pierce, President



## Town of Yacolt Agenda Request

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

**Name:** Mayor Shealy

**Group Name:** Staff

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Update on Legislators' Plans for Yacolt Tour

**Proposed Meeting Date:** May 12, 2025

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

**Proposed Motion:** None; update only

**Summary/ Background:** After unsuccessfully rallying for legislative funding to be earmarked in the State's budget for the Town of Yacolt and Fire District 13, the Town's legislators have expressed an interest in touring the Town with Mayor Shealy, as a background to their future support of legislative and grant funding for the Town and Fire District. Mayor Shealy will fill in details.

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

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

Mayor Shealy

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

(360) 686-3922



## Town of Yacolt Agenda Request

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

**Name:** Clerk Fields

**Group Name:** Staff

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Schedule Date and Time for ADU Workshop

**Proposed Meeting Date:** May 12, 2025

**Action Requested of Council:** Select a date and time to hold a workshop on ADUs

**Proposed Motion:** "I move that we schedule our Special Workshop on ADUs on May \_\_ at \_\_p.m."

**Summary/ Background:** At a Special Council meeting on March 26<sup>th</sup>, Council directed Staff to begin work on new ADU Regulations, with periodic input to be given by Council. At the April Council meeting, Attorney Ridenour handed out a very comprehensive packet with both information and questions for Council members to address (attached). Council decided they would like to hold another Special Workshop to focus on ADU regulations in late May. After input from Council members on availability, Clerk Fields has narrowed down several dates:

Monday, May 19

Tuesday, May 20

Wednesday, May 21

Thursday, May 22,

Wednesday, May 28 or

Thursday, May 29

A time will also need to be decided upon.

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

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

(360) 686-3922

## Memorandum

To: Yacolt Town Council  
From: David W. Ridenour  
Re: Workshop Questions for Accessory Dwelling Unit Regulation, (ADUs)  
Date: April 14, 2025

The Council held a special meeting on March 26, 2025 to consider amending Yacolt's Zoning Code to permit Accessory Dwelling Units, (ADUs), on properties in Yacolt. The discussion led to the following conclusions:

- A. New Statutes Require Adoption of an ADU Code: RCW 36.70A.680-681 will preempt much of the law surrounding ADUs. Staff currently expects that the statutes will not become effective in Yacolt until the second half of 2026, six months after the adoption of Yacolt's comprehensive plan update. The statute would become effective in the first half of 2026 if Yacolt's comprehensive plan update is completed in late 2025.
- B. Procedure: The ADU Code will be a new "development code" for purposes of Yacolt's Comprehensive Plan and will require approval by the Department of Commerce and other State agencies in what is typically a 60-day review period. The Town is limited to one revision per year of its development regulations. The Town is now working on a periodic update to its plan, led by the Town Engineer, Jackson Civil Engineering. The Town Engineer is aware of the statutory requirements for ADUs and will be assisting staff with respect to the State review procedures. The Town's ADU Code will not be subject to legal challenges under the State Environmental Policy Act, (SEPA).
- C. Yacolt's Temporary Dwelling Code Not Applicable: There was some confusion during the meeting about whether a new ADU Code would change or overlap with the Town's existing Code for Temporary Dwellings, (YMC 18.55). There is no connection between the two subjects. An ADU Code will allow multiple permanent dwellings on existing parcels in almost any configuration and for almost any residential purpose. Temporary dwellings allow the brief location of RVs and other mobile dwellings based on a clear and temporary hardship. The adoption of a new ADU Code does not require any change to the Temporary Dwelling Code. The two Codes need not necessarily overlap.
- D. Septic System Rules Will Affect ADU Approvals: Yacolt's proposed ADU Code will be impacted significantly by the fact that Yacolt does not have a sewer system. RCW 36.70A.680(4) does not allow the Town to 'require' or 'authorize' the construction of an ADU when septic regulations restrict such a development.

The Council directed staff to begin work on new ADU regulations with periodic input by the Council.

## QUESTIONS FOR THE COUNCIL:

This Memorandum offers questions and discussion points for Yacolt's proposed ADU Code. The Council's decisions will guide development of the proposed Code, but the Council is not committing to anything at this point and will be free to make changes in the future. The ADU statutes are copied at the bottom of this Memorandum for your convenience.

1. **Interim Code:** The Council may decide whether it is interested in interim regulations that apply prior to the effective date of the statutes. Interim regulations could apply rules that differ from the rules that will eventually be required by the statutes.

Notes: \_\_\_\_\_  
\_\_\_\_\_

2. **Zoning District Choices:** An ADU Code would apply in all residential zoning districts. But there is some question about whether the statutes will require ADUs in Yacolt's other zoning districts. (The other potential zoning districts are Light Manufacturing and Commercial.)

RCW 36.70A.681(1)(c) states that "The city or county must allow at least two accessory dwelling units on all lots that are located in all zoning districts within an urban growth area that allow for single-family homes..."

Yacolt currently allows single-family homes in its commercial and light manufacturing zoning districts as a conditional use. Does the existence of a conditional use process to apply for an SFR mean that the Town "allows" single-family homes in these other zoning districts? Does the word "allow" in the statute mean 'permitted by right' or should the word include 'permitted only following the satisfaction of a discretionary process such as a conditional use application?

- 2.1 The first question to answer is whether the Town must allow ADUs in commercial and light manufacturing zones because the Town allows SFRs as a conditional use. (My initial opinion on this issue is probably not.)

Notes: \_\_\_\_\_  
\_\_\_\_\_

- 2.2 The second question to answer will be whether the Council must allow ADUs in commercial and light manufacturing zones where a residential use has already been or in the future is approved as a conditional use. (My initial opinion is that a good case can probably be made that ADUs should be allowed in these situations.)

Notes: \_\_\_\_\_  
\_\_\_\_\_

- 2.3 If the Council concludes that it is not required to allow ADUs in other zoning districts under any circumstances, would the Council like to make an exception for properties where a single-family dwelling and/or other residential use has already been approved?

Notes: \_\_\_\_\_  
\_\_\_\_\_

3. **Short Term Rentals:** The Town is allowed to restrict the use of ADUs for short-term rentals. (RCW 36.70A.680(5)) Does the Council wish to restrict the use of ADUs as short-term rentals in any way?

Notes: \_\_\_\_\_  
\_\_\_\_\_

4. **Impact Fees:** The Town must determine how impact fees will apply to ADUs. The Town is not allowed to impose impact fees that are “greater than 50 percent” of the impact fees that “would be imposed on the principal unit”. (RCW 36.70A.681(1)(a))

- 4.1 **School Impact Fees:** Yacolt currently collects \$5,000.00 as the impact fee for the Battle Ground School District. (The School District recently requested a school impact fee of \$10,760.00. Yacolt declined to raise its existing \$5,000 impact fee due to serious questions surrounding the School District’s process for capital facilities planning and its calculation of the higher impact fees).

Notes: \_\_\_\_\_  
\_\_\_\_\_

- 4.2 **Fire Impact Fees:** Yacolt’s current residential impact fee for fire protection is \$250.00. YMC 3.15.180.

Notes: \_\_\_\_\_  
\_\_\_\_\_

- 4.3 **Park Impact Fees:** Yacolt’s current residential impact fee for parks is \$2,300.00. YMC 3.15.180.

Notes: \_\_\_\_\_  
\_\_\_\_\_

- 4.4 **Traffic Impact Fees:** Yacolt’s current residential impact fee for traffic facilities is \$2,750.00. YMC 3.15.180.

Notes: \_\_\_\_\_  
\_\_\_\_\_

5. **Occupancy Standards:** “The city... may not require the owner of a lot on which there is an accessory dwelling unit to reside in or occupy the accessory dwelling unit or another housing unit on the same lot”. RCW 36.70A.681(1)(b). (For information only.)

Notes: \_\_\_\_\_  
\_\_\_\_\_

6. **Maximum Number of ADUs Per Lot:** The Town may limit the number of ADUs on a single lot, but not below the minimum numbers required by the statutes. Generally the minimum number of ADUs that must be allowed on every lot ‘where single-family homes are allowed’ is two. (RCW 36.70A.681(1)(c))

At least two ADUs must be allowed in the following configurations:

- (i). One attached accessory dwelling unit and one detached accessory dwelling unit;
- (ii). Two attached accessory dwelling units; or
- (iii). Two detached accessory dwelling units, which may be comprised of either one or two detached structures.

6.1 What are the Council's desires for limiting the number of ADUs on individual lots?

Notes: \_\_\_\_\_  
\_\_\_\_\_

6.1 Would the Council consider changing the maximum number of ADUs if one or more of the ADUs are "attached" or "attached-internal" ADUs?

Notes: \_\_\_\_\_  
\_\_\_\_\_

6.3 Would the Council consider different rules depending on the size and characteristics of a building site? For example, would it matter if the subject parcel was one acre or one-half acre and could accommodate more ADUs than the Town's smallest buildable lots of 10,000 square feet?

Notes: \_\_\_\_\_  
\_\_\_\_\_

7. **ADU Size:** The Town may impose limits on the maximum square footage of ADUs, but may not set a limit that is less than 1,000 square feet: "The city or county may not establish a maximum gross floor area requirement for accessory dwelling units that is less than 1,000 square feet." (RCW 36.70A.681(1)(f))

7.1 Does the Town want to establish any maximum limits on ADU sizes?

Notes: \_\_\_\_\_  
\_\_\_\_\_

7.2 If size limits are created, does the Town want to be able to consider applications for larger ADUs, such as through a conditional use permit process?

Notes: \_\_\_\_\_  
\_\_\_\_\_

7.3 Does the Town need or want to allow exceptions to size limits for attached ADUs or internal-attached ADUs?

Notes: \_\_\_\_\_  
\_\_\_\_\_

8. **Roof Heights:** Does the Council want to establish rules for roof heights that are more generous than what is required by the ADU statutes? “The city or county may not establish roof height limits on an accessory dwelling unit of less than 24 feet, unless the height limitation that applies to the principal unit is less than 24 feet, in which case a city or county may not impose roof height limitation on accessory dwelling units that is less than the height limitation that applies to the principal unit”. (RCW 36.70A.681(1)(g))

Notes: \_\_\_\_\_  
\_\_\_\_\_

9. **Setback, Etc.:** Does the Council want to establish rules for setbacks and other zoning requirements that are more generous than what is required by the ADU statutes? (h) A city or county may not impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review for accessory dwelling units that are more restrictive than those for principal units; RCW 36.70A.681(1)(h).

Notes: \_\_\_\_\_  
\_\_\_\_\_

10. **Public Alleys:** Does the Council agree to add the statutory rule regarding setbacks at public alleys? “A city or county must allow detached accessory dwelling units to be sited at a lot line if the lot line abuts a public alley, unless the city or county routinely plows snow on the public alley”. (RCW 36.70A.681(1)(i))

Notes: \_\_\_\_\_

11. **Building Conversions:** Does the Council agree to add the statutory rule regarding building conversions? “A city or county must allow accessory dwelling units to be converted from existing structures, including but not limited to detached garages, even if they violate current code requirements for setbacks or lot coverage”. (RCW 36.70A.681(1)(j))

Notes: \_\_\_\_\_  
\_\_\_\_\_

12. **Off-Street Parking:** Does the Council desire to impose any off-street parking rules where allowed by the ADU statutes?

Notes: \_\_\_\_\_  
\_\_\_\_\_

**RCW 36.70A.681(2):**

(a) A city or county subject to the requirements of this section may not:

- (i) Require off-street parking as a condition of permitting development of accessory dwelling units within one-half mile walking distance of a major transit stop;
- (ii) Require more than one off-street parking space per unit as a condition of permitting development of accessory dwelling units on lots smaller than 6,000 square feet before any zero lot line subdivisions or lot splits; and

- (iii) Require more than two off-street parking spaces per unit as a condition of permitting development of accessory dwelling units on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits.
- (b) The provisions of (a) of this subsection do not apply:
  - (i) If a local government submits to the department an empirical study prepared by a credentialed transportation or land use planning expert that clearly demonstrates, and the department finds and certifies, that the application of the parking limitations of (a) of this subsection for accessory dwelling units will be significantly less safe for vehicle drivers or passengers, pedestrians, or bicyclists than if the jurisdiction's parking requirements were applied to the same location for the same number of detached houses. The department must develop guidance to assist cities and counties on items to include in the study; or
  - (ii) To portions of cities within a one mile radius of a commercial airport in Washington with at least 9,000,000 annual enplanements.

13. **Undersized Lots:** What should happen with sub-standard lots with square footage below the Town’s current standards for a buildable lot? Such parcels might be “non-conforming” under the current zoning code, or may be “legal non-conforming” because a dwelling was constructed before the adoption of the zoning code, (i.e., the house is ‘grandfathered’). Staff has not tried to fully interpret whether the statutes preempt such decisions.

It is possible that a sub-standard lot size could be treated as an “unsuitable physical characteristic of a property” that would allow the Council to exercise some discretion over these situations. (See, RCW 36.70A.680(4)) Other statute sections of interest include RCW 36.70A.681(e) which states “The city or county must allow an accessory dwelling unit on any lot that meets the minimum lot size required for the principal unit”. RCW 36.70A.681(3) states that “When regulating accessory dwelling units, cities and counties may impose a limit of two accessory dwelling units, in addition to the principal unit, on a residential lot of 2,000 square feet or less.”

Notes: \_\_\_\_\_

\_\_\_\_\_

14. **Pre-Approved ADU Plans:** During the special meeting, the Council mentioned that some cities have pre-approved plans for ADUs structures. Does the Council want staff to collect examples of such plans from other jurisdictions as a starting point for adopting a similar program in Yacolt?

The Town might address this issue in the ADU code by simply saying that pre-approved plans may be adopted (1) periodically by Council Resolution, or (2) by the Building Official as he/she deems appropriate from time-to-time.

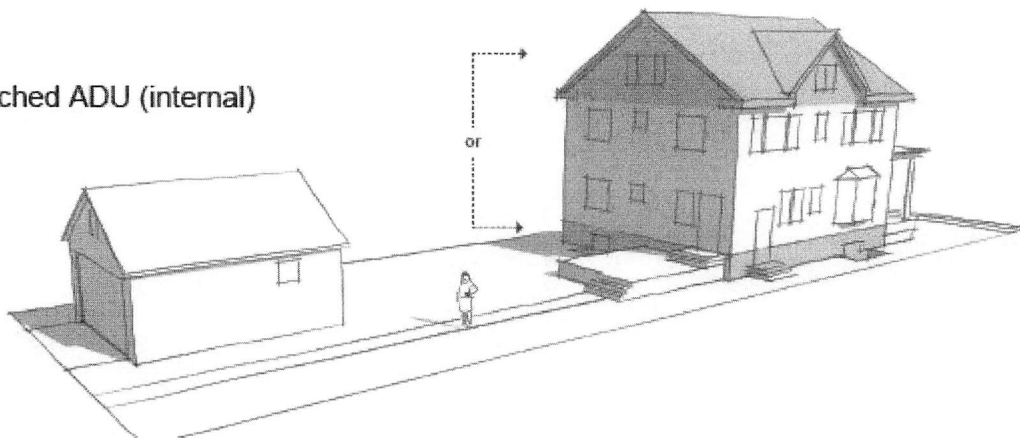
Notes: \_\_\_\_\_

\_\_\_\_\_

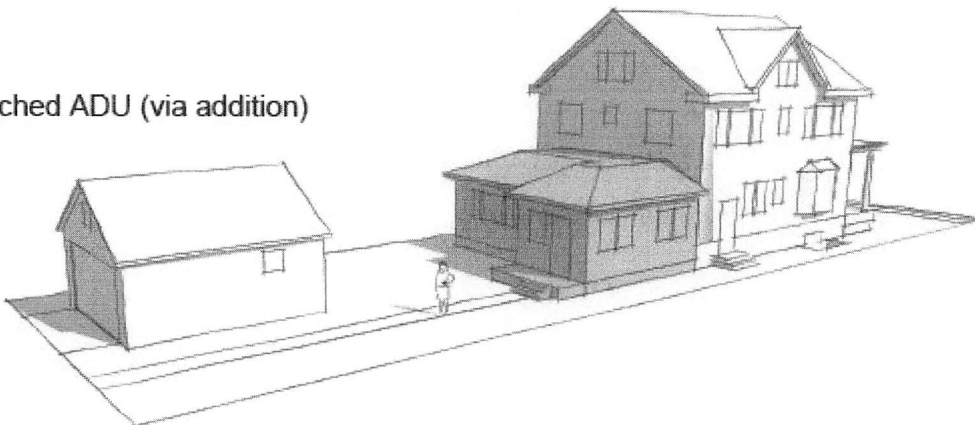
## Examples of Accessory Dwelling Units (ADUs)

*ADUs in blue; main residence in white*

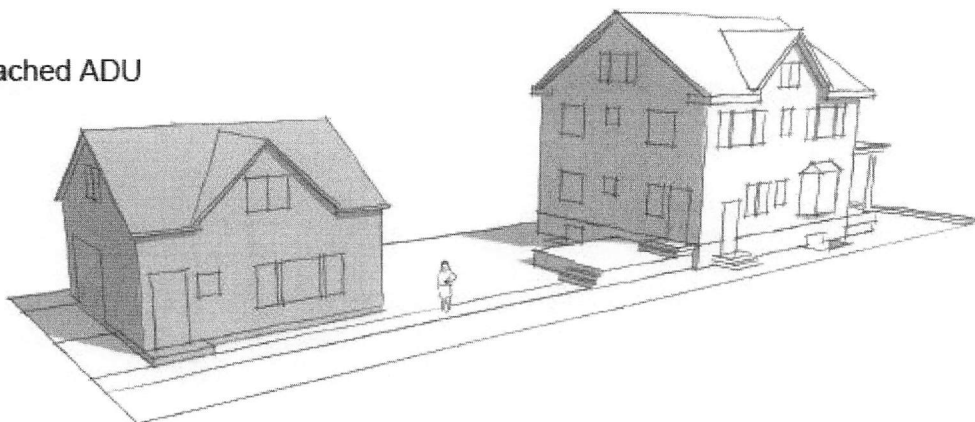
Attached ADU (internal)



Attached ADU (via addition)



Detached ADU



*Image credit: City of Saint Paul, MN*

**RCW 36.70A.680 - Accessory dwelling units—Local regulation.**

(1)(a) Cities and counties planning under this chapter must adopt or amend by ordinance, and incorporate into their development regulations, zoning regulations, and other official controls the requirements of this section and of RCW 36.70A.681, to take effect six months after the jurisdiction's next periodic comprehensive plan update required under RCW 36.70A.130.

(b) In any city or county that has not adopted or amended ordinances, regulations, or other official controls as required under this section, the requirements of this section and RCW 36.70A.681 supersede, preempt, and invalidate any conflicting local development regulations.

(2) Ordinances, development regulations, and other official controls adopted or amended pursuant to this section and RCW 36.70A.681 must only apply in the portions of towns, cities, and counties that are within urban growth areas designated under this chapter.

(3) Any action taken by a city or county to comply with the requirements of this section or RCW 36.70A.681 is not subject to legal challenge under this chapter or chapter 43.21C RCW.

(4) Nothing in this section or RCW 36.70A.681 requires or authorizes a city or county to authorize the construction of an accessory dwelling unit in a location where development is restricted under other laws, rules, or ordinances as a result of physical proximity to on-site sewage system infrastructure, critical areas, or other unsuitable physical characteristics of a property.

(5) Nothing in this section or in RCW 36.70A.681 prohibits a city or county from:

(a) Restricting the use of accessory dwelling units for short-term rentals;

(b) Applying public health, safety, building code, and environmental permitting requirements to an accessory dwelling unit that would be applicable to the principal unit, including regulations to protect ground and surface waters from on-site wastewater;

(c) Applying generally applicable development regulations to the construction of an accessory unit, except when the application of such regulations would be contrary to this section or to RCW 36.70A.681;

(d) Prohibiting the construction of accessory dwelling units on lots that are not connected to or served by public sewers; or

(e) Prohibiting or restricting the construction of accessory dwelling units in residential zones with a density of one dwelling unit per acre or less that are within areas designated as wetlands, fish and wildlife habitats, flood plains, or geologically hazardous areas.

**RCW 36.70A.681 - Accessory dwelling units—Limitations on local regulation.**

(1) In addition to ordinances, development regulations, and other official controls adopted or amended to comply with this section and RCW 36.70A.680, a city or county must comply with all of the following policies:

(a) The city or county may not assess impact fees on the construction of accessory dwelling units that are greater than 50 percent of the impact fees that would be imposed on the principal unit;

(b) The city or county may not require the owner of a lot on which there is an accessory dwelling unit to reside in or occupy the accessory dwelling unit or another housing unit on the same lot;

(c) The city or county must allow at least two accessory dwelling units on all lots that are located in all zoning districts within an urban growth area that allow for single-family homes in the following configurations:

(i) One attached accessory dwelling unit and one detached accessory dwelling unit;

(ii) Two attached accessory dwelling units; or

(iii) Two detached accessory dwelling units, which may be comprised of either one or two detached structures;

(d) The city or county must permit accessory dwelling units in structures detached from the principal unit;

(e) The city or county must allow an accessory dwelling unit on any lot that meets the minimum lot size required for the principal unit;

(f) The city or county may not establish a maximum gross floor area requirement for accessory dwelling units that is less than 1,000 square feet;

(g) The city or county may not establish roof height limits on an accessory dwelling unit of less than 24 feet, unless the height limitation that applies to the principal unit is less than 24 feet, in which case a city or county may not impose roof height limitation on accessory dwelling units that is less than the height limitation that applies to the principal unit;

(h) A city or county may not impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review for accessory dwelling units that are more restrictive than those for principal units;

(i) A city or county must allow detached accessory dwelling units to be sited at a lot line if the lot line abuts a public alley, unless the city or county routinely plows snow on the public alley;

(j) A city or county must allow accessory dwelling units to be converted from existing structures, including but not limited to detached garages, even if they violate current code requirements for setbacks or lot coverage;

(k) A city or county may not prohibit the sale or other conveyance of a condominium unit independently of a principal unit solely on the grounds that the condominium unit was originally built as an accessory dwelling unit; and

(l) A city or county may not require public street improvements as a condition of permitting accessory dwelling units.

(2)(a) A city or county subject to the requirements of this section may not:

(i) Require off-street parking as a condition of permitting development of accessory dwelling units within one-half mile walking distance of a major transit stop;

(ii) Require more than one off-street parking space per unit as a condition of permitting development of accessory dwelling units on lots smaller than 6,000 square feet before any zero lot line subdivisions or lot splits; and

(iii) Require more than two off-street parking spaces per unit as a condition of permitting development of accessory dwelling units on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits.

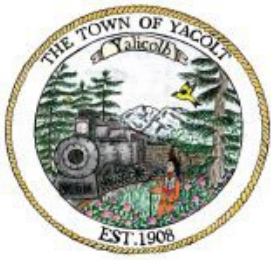
(b) The provisions of (a) of this subsection do not apply:

(i) If a local government submits to the department an empirical study prepared by a credentialed transportation or land use planning expert that clearly demonstrates, and the department finds and certifies, that the application of the parking limitations of (a) of this subsection for accessory dwelling units will be significantly less safe for vehicle drivers or passengers, pedestrians, or bicyclists than if the jurisdiction's parking requirements were applied to the same location for the same number of detached houses. The department must develop guidance to assist cities and counties on items to include in the study; or

(ii) To portions of cities within a one mile radius of a commercial airport in Washington with at least 9,000,000 annual enplanements.

(3) When regulating accessory dwelling units, cities and counties may impose a limit of two accessory dwelling units, in addition to the principal unit, on a residential lot of 2,000 square feet or less.

(4) The provisions of this section do not apply to lots designated with critical areas or their buffers as designated in RCW 36.70A.060, or to a watershed serving a reservoir for potable water if that watershed is or was listed, as of July 23, 2023, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d)).



## Town of Yacolt Request for Council Action

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

**Name:** Melissa Yahn

**Group Name:** Impact Automotive

**Address:** 109 W. Yacolt Rd.  
Yacolt, WA 98675

**Phone:** (360) 686-8677

**Email Address:** melissa.yahn@impactautomotive.co

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Closing Roads for Car Show July 26<sup>th</sup>

**Proposed Meeting Date:** May 12, 2025

**Action Requested of Council:** Consider the request to have roads closed on July 26<sup>th</sup> for the Car Show which Impact Automotive is sponsoring. Include in discussion: costs and risks to the Town.

**Proposed Motion:** TBD

**Summary/Background:** Impact Automotive has sponsored/held a car show during several of the past summers. This summer they plan to hold it on the same day as the Safety Fair, and have already coordinated with Chief Chuck Andrus to try to make things as seamless as possible. Melissa has requested permission from the Town to have the roads closed from 8:30 am through 3 pm per the attached map. Yacolt Municipal Code at Ch. 9.20 allows for streets to be closed, providing permission has been obtained from the Town.

Questions to be resolved:

- 1) Will the Town allow the requested road closures/detours?
- 2) If Town personnel and/or equipment will be required for the road closures and detours, what will the Town charge?
- 3) Will the Town require that the Town be named as an insured on a Certificate of Insurance for the event?

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

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

