



**Town of Yacolt**  
**Council Meeting Agenda**  
**Monday, May 08, 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.](#) Council Minutes 4-10-23

**Citizen Communication**

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

**Unfinished Business**

- [2.](#) Resolution #611 re: Clark Regional Natural Hazard Mitigation Plan
- [3.](#) Res. #612 re: Engineering Services Agreement
- [4.](#) 6-Yr. Transportation Improvement Plan Public Hearing and Res. #613
- [5.](#) Ord. #591 re: School Impact Fee Fund
- [6.](#) Code Enforcement Update 408 E Jones

**New Business**

- [7.](#) Annexation Notice of Intent
- [8.](#) Backroads Liquor License Renewal
- [9.](#) Recycling Contract Negotiation

10. Nuisance Declaration 301 N Pine Ave.

**Town Clerk's Report**

**Public Works Department Report**

**Attorney's Comments**

**Citizen Communication**

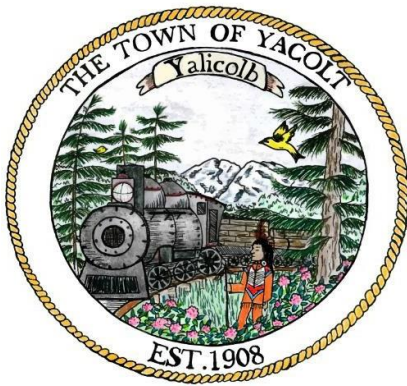
*Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.*

**Council's Comments**

**Mayor's Comments**

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

**Adjourn**



# Town of Yacolt

## Town Council Meeting Minutes

Monday, April 10, 2023

7:00 PM

Town Hall

### Call to Order

7:00 PM

### Flag Salute

### Roll Call

Council Members Present: Ian Shealy, Kandi Peto, Joshua Beck, Ronald Homola, Marina Viray

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

### Late Changes to the Agenda

Add Town Park Poured Rubber Project Bid Approval as last item under Unfinished Business

### Approve Minutes of 3-13-23 Meeting

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

**Aye:** Shealy, Peto, Beck, Homola, Viray

**Nay:** 0

**Motion Carried**

### Citizen Communication

None

### Unfinished Business

#### **Resolution #610 BGSD Interlocal Agreement re: School Impact Fees**

Attorney Ridenour stated that the Battle Ground School District's attorney deleted the two contentious portions within the Agreement they have been negotiating, and accepted the terms he last presented, so we are in accord. Therefore he recommended approval of Resolution #610, adopting the proposed Interlocal Agreement for the Town to collect and distribute School Impact Fees on behalf of the District. Motion was made to do so.

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

**Aye:** Shealy, Peto, Beck, Homola, Viray

**Nay:** 0

**Motion Carried**

#### **Records Review Update**

Clerk Fields reported that they are seeing light at the end of the tunnel. She has contacted the shredding company, and they could be out as soon as next week to come collect the bins and shred the records which are destroyable. Of the original 5 bins to be shredded, just 2-1/2 of them are full.

### **Paint Striper Procurement Update – New Options**

Public Works Director Gardner presented new info which he found out regarding striping the main roads. He has been looking into hiring out the work, and it appears to be much more cost-effective to hire it done by Clark County than for us to purchase our own machine. He also talked with public works personnel at other jurisdictions who told him they regret buying the walk-behind and/or ride-behind striping machines, and that they still usually opt to hire out their road striping to be done anyway. His suggestion was to not send out a Call for Bids, but to instead hire the work out. Motion was made to follow Gardner's suggestion.

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

### **Code Enforcement Update at 408 E Jones Street**

The tenant has moved out, the fence has been removed, and the slide-out is now pushed back in. However, the septic hose still appears to be connected. Councilmember Shealy asked for some clarification regarding nuisance, the use of the property and location of the RV. After a brief discussion, Council decided to table this subject until the next meeting, hoping that Ms. Clark will be in full compliance with the letter sent from the Town by that time.

### **Town Park Poured Rubber Project Bid Approval**

The bid opening on the Call for Bids for the Poured Rubber Project took place on Thursday, April 6<sup>th</sup> at 2:00 p.m. Upon review, the lowest apparent bid was submitted by Clearwater Excavation, at a total bid of \$163, 824.15. Council voted to accept Clearwater's bid for the project.

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

### **New Business**

#### **Request for Approval to Keep Chickens in Town**

Nick and Marina Viray asked Council for permission to keep up to 8 hens in their backyard. They had submitted a plan showing where the chickens would be housed and the proximity of the chickens' housing to the neighbor's homes. With all submitted info appearing to be compliant with the Town's Code, motion was made to approve the request.

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

#### **RFQ for Engineering Services**

A Request for Qualifications was advertised for Engineering services to be provided to the Town. Several companies inquired, but only one turned in a Statement of Qualifications: Jackson Civil Engineering, whom the Town has been using since 2017. Ridenour instructed Council that they could accept the one bid, or start over with a new RFQ. Council agreed that they have full confidence in Jackson Civil, and decided that they would be happy for the Mayor to pursue negotiating a new contract with Jackson.

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



### **Resolution 611: Clark Regional Natural Hazard Mitigation Plan**

Clerk Fields presented the CRNHMP which she and members of several different municipalities and jurisdictions have been working on for the better part of a year. The Plan addresses mitigation and preparations for, and responses to potential natural disasters, including joint responses between jurisdictions. The entire Plan is hundreds of pages long, and Council expressed they have not had enough time to review it. It was decided to table this until the next meeting. Fields directed anyone who would like to review the plan to log on to CRESA911.org and type in "CRNHMP".

### **Request for Cemetery Plot Buy-back**

Elsa and Douglas Foley, who purchased two Cemetery plots in 2007, but have since moved away, asked to have the Town buy back the two plots for \$250.00 each, which was the price they paid for them. Motion was made to buy the plots back.

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

### **Rotate Finance Committee**

Councilmember Homola nominated Councilmember Beck to serve on the Finance Committee for the next 6 months, replacing Councilmember Viray, whose 6 months has just ended.

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

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

- The Town's LGIP account balance has now topped \$1/2 Million. (Peto asked about splitting up accounts so that all of our monies would be fully insured by the FDIC.)
- Currently working on the ARPA Report which is due April 30<sup>th</sup>. Once that's done, will continue working on the Town's Annual Report for the State Auditor's Office, which is due May 30<sup>th</sup>.
- Easter Egg Hunt donations and raffle ticket sales totaled \$538.00. At least 32 baskets were donated for the raffle. Thanked Marina and Kandi for soliciting the basket donations in and around Town.

### **Public Works Department Report**

- Should finish the readerboard this month – hopefully by next week.
- Continuing to clean up limbs and debris with the inmate crew.
- Half of the new posts for the cemetery have been cut; working to finish preparing them for installation.
- The two closets in the new council chambers are framed in and the electrical work is scheduled to begin next week, barring any glitches.

### **Attorney's Comments**

- The Clark Public Utilities Interlocal Agreement has been fully signed and recorded.
- The 6-year Transportation Improvement Plan hearing is fast approaching. Council will be presented with an updated Plan per their suggestions at the last meeting, and a Resolution to adopt it at either the May or June meeting.

### **Citizen Communication**

Ann VanAntwerp from Jones Street reminded everyone that it's Spring Break. She also reported that there has been a blue motorcycle speeding up and down Jones, which is not only dangerous, but very annoying.

### **Council's Comments**

- Beck – Received a call from the Clark County Sheriff's Office regarding the 2 teenage boys he caught last month tearing up the Rec Park parking lot. They told him he did not have the authority to box them in or ask for their I.D.; only the Mayor or police do. He expressed frustration that it seems like CCSO is never in Town and wonders what we are paying them for.
- Homola – Said he has spoken to both boys that Josh caught, and both were very apologetic, promised to never do that again, and committed to spread the word among their friends. One of them offered to spread grass seed to help repair the damage. Homola then asked about tree pruning bids, and then reported that he noticed a soft spot on the north side of Jones Street, east of the railroad tracks. Last, he reported on the most recent NCEMS meeting he attended: Chief Shirley plans to appoint 3 battalion chiefs and put Doug Boyce in charge of their training. There have been 7 volcano rescues this year. Progress is being made at the new Fargher Lake station. There is only one resident living in the Yacolt Station at present. They have been doing a lot of outreach and have had to make wage increases to attract/keep staff.

### **Mayor's Comments**

- Thanked Easter Egg Hunt volunteers and thanked all basket donors.
- As April is National Poetry Month, she announced that we got permission from Virgil Wallace's daughter to use any of his poems around Town. She hopes to have a plaque or sign up near the Town Square or future Community Garden with one of Virgil's poems on it.
- Elections are coming up; sign-ups will be open for only a week in May. She urged all interested parties to sign up.

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

**Motion:** Homola

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

**Aye:** Shealy, Peto, Beck, Homola, Viray

**Nay:** 0

***Motion Carried***

### **Adjourn**

8:33 pm

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Mayor Katelyn Listek

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Clerk Stephanie Fields

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



## Town of Yacolt Request for Council Action

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

**Name:** Clerk Fields

**Group Name:**

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Res. #611 Natural Hazard Mitigation Plan

**Proposed Meeting Date:** May 8, 2023

**Action Requested of Council:** Review the proposed Resolution with Yacolt's specific portion of the Clark Regional Natural Hazard Mitigation Plan (NMHP) which was worked on by people from many jurisdictions within Clark County; Decide if you feel that the Town should continue forward with the updated NMHP

**Proposed Motion:** "I move that the Town adopt Resolution 611, adopting the updated Clark Regional Natural Hazard Mitigation Plan."

**Summary/ Background:** Since early 2022, the Town Clerk has been working alongside CRESA and members of many different municipalities and other jurisdictions (school districts, utility districts, etc.) within Clark County, to update the current Natural Hazard Mitigation Plan. The Plan addresses such events as earthquakes, wildfires, severe weather, flooding, and so on. The group working on the plan considered a wide variety of things like availability of fuel, power, shelters, first aid, etc., with the goal of reducing negative impacts from natural hazards. The full updated Plan is over 300 pages long, and the Partner Annex is over 200, and can be viewed online at [CRESA911.org](http://CRESA911.org), then type in CRNHMP. Participation in the Plan not only ensures cooperative help across jurisdictions, but also allows for eligibility for more financial help from FEMA in the event of a disaster, due to our having a local Plan in place. Final FEMA approval for Clark County's multi-jurisdictional Plan was granted on April 11, 2023.

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

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

(360) 686-3922

Mayor Katelyn Listek

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

## **RESOLUTION #611**

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING THE ADOPTION OF THE UPDATED CLARK REGIONAL NATURAL HAZARD MITIGATION PLAN**

**WHEREAS**, all of Clark County has exposure to natural hazards that increase the risk to life, property, environment, and the County's economy;

**WHEREAS**, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long term risk to life and property;

**WHEREAS**, the Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs;

**WHEREAS**, a coalition of Clark County, cities, towns and special purpose districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Clark County regional planning area;

**WHEREAS**, the coalition has completed a planning process that engaged the public, assessed the risk and vulnerability to the impacts of natural hazards, developed a mitigation strategy consistent with a set of uniform goals and objectives, and created a plan for implementing, evaluating, and revising this strategy; and,

**WHEREAS**, the Town Council of the Town of Yacolt is in regular session this 8<sup>th</sup> day of May, 2023, and all members of the Town Council have had notice of the time, place, and purpose of said meeting;

**NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yacolt, Washington, as follows:**

#### **Section 1. Adoption of Plan elements:**

**Section 1.1.** The Town Council hereby adopts the "Clark Regional Natural Hazard Mitigation Plan Volume 1 - Planning Area-Wide Elements", prepared by the Clark Regional Emergency Services Agency, dated March 31, 2023, and consisting of 315 pages.

**Section 1.2.** The Town Council hereby adopts the Introduction, Appendices, and Tables of the "Clark Regional Natural Hazard Mitigation Plan Volume 2 - Planning Partner Annexes", prepared by the Clark Regional Emergency Services Agency, dated March 31, 2023, and consisting of 220 pages.

**Section 1.3.** The Town Council hereby adopts Chapter 6 of the "Clark Regional Natural Hazard Mitigation Plan Volume 2 - Planning Partner Annexes", prepared by the Clark Regional Emergency Services Agency, dated March 31, 2023, said Chapter 6 consisting of eleven (11) pages which are attached hereto and incorporated herein as Exhibit 'A'.

**Section 2.** The Town of Yacolt will use the adopted and approved portions of the NHMP to guide pre- and post-disaster mitigation of the hazards identified.

**Section 3.** The Town of Yacolt will coordinate the strategies identified in the NHMP with other planning programs and mechanisms under its jurisdictional authority.

**Section 4.** The Town of Yacolt will continue its support of the Hazard Mitigation Working Group and continue to participate in the Planning Partnership as described by the NHMP.

**Section 5.** The Town of Yacolt will help to promote and support the mitigation successes of all NHMP Planning Partners.

**Section 6.** The Town Council hereby authorizes the Town Clerk of the Town of Yacolt to make any required FEMA revisions to the Clark Regional Natural Hazard Mitigation Plan required by FEMA for final approval.

**Section 7.** A copy of the documents described in Section 1 above shall be maintained on file in the Office of the Town Clerk and available for public inspection upon request.

**Section 8.** Repeal of Obsolete Resolutions:

**Section 8.1.** Resolution #549, adopted December 19, 2016, entitled “A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, TOWN COUNCIL AUTHORIZING THE ADOPTION OF THE CLARK REGIONAL NATURAL HAZARD MITIGATION PLAN” is hereby repealed.

**Section 8.2.** Resolution #570, adopted August 6, 2018, entitled “A RESOLUTION OF THE TOWN OF YACOLT, WASHINGTON, TOWN COUNCIL AUTHORIZING THE ADOPTION OF THE CLARK REGIONAL NATURAL HAZARD MITIGATION PLAN” is hereby repealed.

**Section 9.** Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, the remaining portion of this Resolution shall remain in full force and effect.

**Section 10.** Effective Date. This Resolution shall take effect immediately upon adoption. If published, the Town Clerk may use the following summary:

#### **Town of Yacolt - Summary of Resolution #611**

The Town Council of the Town of Yacolt adopted Resolution #611 at its regularly scheduled Town Council meeting held on May 8, 2023. The content of the Resolution is summarized in its title as follows: “A Resolution of the Town Council of the Town of Yacolt, Washington, Authorizing the Adoption of the Updated Clark Regional Natural Hazard Mitigation Plan”. The effective date of the Resolution is May 8, 2023.

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

Published this 17th day of May, 2023.  
Stephanie Fields, Town Clerk

RESOLVED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof  
this 8<sup>th</sup> day of May, 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 Resolution is a true and correct copy of Resolution #611 of the Town of Yacolt, Washington, entitled "A Resolution of the Town Council of the Town of Yacolt, Washington, Authorizing the Adoption of the Updated Clark Regional Natural Hazard Mitigation Plan", as approved according to law by the Town Council on the date therein mentioned.

Attest:

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

Published: \_\_\_\_\_  
Effective Date: May 8, 2023  
Resolution Number: 611

EXHIBIT 'A' to Resolution #611

## 6. TOWN OF YACOLT

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### 6.1 HAZARD MITIGATION PLAN POINT OF CONTACT

#### Primary Point of Contact

Stephanie Fields, Clerk/Treasurer  
PO Box 160  
Yacolt, WA. 98675  
360.686.3922  
e-mail:  
clerk@townofyacolt.com

#### Alternate Point of Contact

Katelyn Listk, Mayor  
PO Box 160  
Yacolt, WA. 98675  
360.686.3922  
e-mail: mayorlistek@townofyacolt.com

### 6.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- Date of Incorporation—1908
- Current Population—1,686 as of 2020 according to the US Decennial Census estimates.
- Population Growth—Between 2010 and 2020 there has been a 6.5% population increase according to the U.S. Census.
- Location and Description—The small town of Yacolt is nestled in the foothills of the Cascade Mountains in the shadow of Mt. St. Helens. It is on the Scenic Route in North Clark County. Yacolt boasts country living with easy access to the luxuries of the city. Both Vancouver and Portland, Oregon are just a short drive away. Yacolt schools are in the Battle Ground School District and it is home to North Clark Little League. The local library is Fort Vancouver Regional Library. Yacolt is located in the 18th Legislative District in Clark County.
- Brief History—Yacolt was originally named Garner, named for the family who homesteaded 160 acres in 1887. The post office was officially established in 1895 with two locations, one named Garner and the other named Yacolt. Over time, the Yacolt name won out. Yacolt translates to “valley of the demons” or “haunted place.” It was named for a Native American legend about several children camping in Yacolt, many years ago, who wandered away from camp never to be seen again. It was believed that evil spirits had taken them. In September 1902, Yacolt experienced the largest fire in the state history. The fire is now infamously known as the Yacolt Burn. At the time of the fires, the town consisted of 15 buildings and was almost completely destroyed by the fire. The fire’s origin is still unknown; however, there was speculation that it was an accident resulting from local loggers working. The fire burned over 370 square miles and resulted in 38 fatalities. Despite this massive disaster, Yacolt was officially incorporated on July 31, 1908. In 2008, the town celebrated its 100th anniversary.
- Climate—Seasonal weather includes temperatures in the summer of over 80 and lows of 51, winter ranges from high 47 to lows of 23. The average rain fall in summer is 1.6 inches, and 6.4 inches in the winter.



- **Governing Body Format**—Mayor-Council Forum is made up of 5 Council Members who are elected and assumes responsibility for the adoption of this plan; the Mayor and Administration will oversee its implementation. The council members are responsible for budget creation and general governance of the Town. The Mayor is responsible for overseeing the budget expenditures and administration.
- **Development Trends**—The Town of Yacolt continues to research the development of a sewer system, there is very little development opportunities due to the lack of such a system. A small housing development is planned for 2023.. Future plans include some beautification centrally to help entice potential business and industry to the area.

## 6.3 CAPABILITY ASSESSMENT

An assessment of legal and regulatory capabilities is presented in Table 6-1. An assessment of fiscal capabilities is presented in Table 6-2. An assessment of administrative and technical capabilities is presented in Table 6-3. Information on National Flood Insurance Program (NFIP) compliance is presented in Table 6-4. Classifications under various community mitigation programs are presented in Table 6-5. An assessment of education and outreach capabilities is presented in Table 6-6.

Table 6-1. Legal and Regulatory Capability

	Local Authority	Other Jurisdiction Authority	State Mandated
Building Code Comment: Yacolt adopted revised international building codes 2012 edition by Ordinance #527- #530 in February 2015.	Yes	No	Yes
Zoning Code Comment: Current Zoning is regulated by Ordinance 371 which was adopted on February 3, 1997 There have been several amendments to this ordinance and it is projected to be re-written in 2017.	Yes	No	Yes
Subdivisions Comment: Zoning Ordinance # 371 and International Revised Building Codes as adopted by Ordinance # 527 regulate subdivisions	Yes	No	Yes
Stormwater Management Comment: Stormwater Protection Management Plan was adopted in June of 1999 by Ordinance # 385	Yes	No	Yes
Post-Disaster Recovery Comment: N/A	No	No	No
Real Estate Disclosure Comment: N/A	No	No	No
Growth Management Comment: Yacolt adopted the Growth Management Plan on August 19, 2013 by Resolution # 497	Yes	Yes	Yes
Site Plan Review Comment All Site Plan reviews are completed by the Town of Yacolt building inspector and engineer of record at the time of submittal and regulated by Ordinance # 371 adopted in 1997 and the revised building codes 2012 edition as adopted by Ordinance \# 527	Yes	No	No
Environmental Protection Comment: Ordinance # 440 was adopted for the protection of public health, safety, welfare, resource land and critical land areas, on April 17, 2006	Yes	No	Yes
Flood Damage Prevention Comment: Ordinance # 502 was adopted on August 6, 2012 establishing Region X flood plain damage prevention	Yes	No	Yes
Emergency Management	Yes	Yes	Yes

	Local Authority	Other Jurisdiction Authority	State Mandated
Comment: The Town of Yacolt currently has Interlocal agreements or MOU's for emergency services with the following local jurisdictions Clark County Fire District 13, Cowlitz Fire and Rescue, Clark County Sheriff's Office, CRESA, GETS, GEM, M RSC and Southwest Regional Transportation.			
Climate Change Comment: N/A	No	No	No
Other Comment: N/A	N/A	N/A	N/A
General or Comprehensive Plan Is the plan equipped to provide linkage to this mitigation plan? Comment: Sections 2,3 and 5 of Yacolt Comprehensive Plan	Yes	No	Yes
Capital Improvement Plan Yacolt's Capital Improvement plan addresses the following Capital Facilities: Stormwater, Streets, Utilities, Parks/Open spaces, Schools, Law Enforcement, and Electrical to name a few. This plan was updated and adopted in 2013 and will be updated again in 2023. How often is the plan updated? Every 7-10 years Comment:	Yes	No	Yes
Floodplain or Watershed Plan Comment: N/A	No	No	No
Stormwater Plan Comment: Ordinance # 385 Stormwater Facility Maintenance	Yes	No	No
Habitat Conservation Plan Comment: N/A	No	No	No
Economic Development Plan  Comment: N/A	No	No	Yes – dependent on funding
Shoreline Management Plan Comment: N/A	No	No	No
Community Wildfire Protection Plan  Comment: N/A	No	No	No
Forest Management Plan Comment: N/A	No	No	No
Climate Action Plan Comment N/A	No	No	No
Other Comment: N/A	N/A	N/A	N/A
Comprehensive Emergency Management Plan Comment: Yacolt adopted Resolution # 316 a Model for Regional Emergency Management Work plan and Intergovernmental Agreement for Regional Emergency Management in 1997. That plan is currently under review and is being updated for adoption by the end of 2016.	No	Yes	Yes
Threat & Hazard Identification & Risk Assessment	Yes	No	No



	Local Authority	Other Jurisdiction Authority	State Mandated
Comment: Yacolt adopted Resolution # 510 in 2014 to be insured by Association of WA. Cities Risk Management Service Agency.			
Post-Disaster Recovery Plan Comment: N/A	No	No	No
Continuity of Operations Plan Comment: N/A	No	No	No
Public Health Plan Comment: N/A	No	No	No

Table 6-2. Fiscal Capability

Financial Resources	Accessible or Eligible to Use?
General Operating Funds	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	No
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	Unknown
State-Sponsored Grant Programs (TIB and Dept of Ecology)	Yes
Development Impact Fees for Homebuyers or Developers - Park Impact Fee, Transportation Impact Fee, Stormwater fee	Yes
Other	No

Table 6-3. Administrative and Technical Capability

Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Contract Support
Engineers or professionals trained in building or infrastructure construction practices	Yes	Contract Support
Planners or engineers with an understanding of natural hazards	Yes	Contract Support
Staff with training in benefit/cost analysis	Yes	Contract Support
Surveyors	Yes	Contract Support
Staff capable of making substantial damage estimates	No	
Personnel skilled or trained in GIS applications	No	
Scientist familiar with natural hazards in local area	No	
Emergency manager	Yes	All Departments
Grant writers	Yes	Administration

Table 6-4. National Flood Insurance Program Compliance

Criteria	Response
When did the community enter the NFIP?	1995



Criteria	Response
When did the Flood Insurance Rate maps become effective?	8/16/2012
What local department is responsible for floodplain management?	Public Works Director
Who is your floodplain administrator? (department/position)	Public Works Director
Is this a primary or auxiliary role?	Auxiliary
Are any certified floodplain managers on staff in your jurisdiction?	No
What is the date of adoption of your flood damage prevention ordinance?	8/10/2012
Does your floodplain management program meet or exceed minimum requirements?	Exceed
If so, in what ways?	Region X 100 year flood plain Maps base flood elevations even though our designation does not require
When was the most recent Community Assistance Visit or Community Assistance Contact?	Unknown
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed?	No
If so, please state what they are.	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction?	Yes
If no, please state why.	
Does your floodplain management staff need any assistance or training to support its floodplain management program?	Yes
If so, what type of assistance/training is needed?	Subdivision Training
Does your jurisdiction participate in the Community Rating System (CRS)?	No
If so, is your jurisdiction seeking to improve its CRS Classification?	No
If not, is your jurisdiction interested in joining the CRS program?	No
How many Flood Insurance policies are in force in your jurisdiction? <sup>a</sup>	4
What is the insurance in force? <sup>a</sup>	\$683,200
What is the premium in force? <sup>a</sup>	\$7,719
How many total loss claims have been filed in your jurisdiction? <sup>a</sup>	0
How many claims were closed without payment/are still open? <sup>a</sup>	0
What were the total payments for losses? <sup>a</sup>	\$0

a. According to FEMA records as of 11/30/2015

Table 6-5. Community Classifications

	Participating?	Classification	Date Classified
Community Rating System	No	N/A	Date
Building Code Effectiveness Grading Schedule	No	N/A	Date
Public Protection	No	N/A	Date
Storm Ready	No	N/A	Date
Fire wise	No	N/A	Date

Table 6-6. Education and Outreach

Criteria	Response
Do you have a Public Information Officer or Communications Office?	Yes, Mayor and Clerk
Do you have personnel skilled or trained in website development?	Yes, Mayor
Do you have hazard mitigation information available on your website?	No
If yes, please briefly describe.	



Criteria	Response
Do you utilize social media for hazard mitigation education and outreach?	No
If yes, please briefly describe.	
Do you have any citizen boards or commissions that address issues related to hazard mitigation?	No
If yes, please briefly specify.	
Do you have any other programs already in place that could be used to communicate hazard-related information?	No
If yes, please briefly describe.	
Do you have any established warning systems for hazard events?	No
If yes, please briefly describe.	

## 6.4 INTEGRATION WITH OTHER PLANNING INITIATIVES

The following describe the jurisdiction's process for integrating the hazard mitigation plan into local planning mechanisms.

### 6.4.1 Existing Integration

The following plans and programs currently integrate the goals, risk assessment and/or recommendations of the hazard mitigation plan:

- Ordinance 440 Critical Area , it provides setbacks for structures from flood plains
- We have adopted all of the international building codes of Washington including geographical hazards and seismic activity.

### 6.4.2 Opportunities for Future Integration

The following plans and programs do not currently integrate the goals, risk assessment and/or recommendations of the hazard mitigation plan, but provide an opportunity for future integration:

- Comprehensive Plan—Add future capital facilities funding for wildfire and include by reference.
- Zoning Ordinance 371 updated to be inclusive of all future emergency plans
- Ordinance #443 Emergency Management Plan, in order to be prepared for emergency
- Capital Improvement Plan – Review and add future improvements to support all areas of hazard plan.

## 6.5 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 6-7 lists all past occurrences of natural hazards within the jurisdiction.

Table 6-7. Natural Hazard Events			
Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Severe Storm	N/A	4/21/2016	unknown
Severe Storm	1825	12/12/2008	unknown
Severe Storm	1682	12/14/2006	unknown
Severe Storm	1671	12/02/2006	unknown
Severe Storm	N/A	6/27/2001	unknown
Earthquake	1361	2/28/2001	unknown

Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Severe Storm	1159	12/26/1996	unknown
Severe Storm	1079	11/7/1996	unknown
Flood	1100	1/26/1996	unknown
Flood	N/A	8/22/1989	unknown
Volcano	623	5/18/1980	unknown
Flood	545	12/10/1977	unknown
Flood	185	12/29/1964	unknown

## 6.6 JURISDICTION-SPECIFIC VULNERABILITIES

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 0
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 0
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: 0

Other noted vulnerabilities include:

- Wildfire residential and commercial lots as developed are vulnerable including necessary services : Yacolt Town Hall, North County Fire District 13, Yacolt Primary School.

## 6.7 HAZARD RISK RANKING

Table 6-8 presents the ranking of the hazards of concern.

Table 6-8. Hazard Risk Ranking			
Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Severe weather	48	High
2	Wildfire	36	High
3	Earthquake	32	High
4	Landslide	27	Medium
5	Flood	18	Medium
6	Drought	1	Low
6	Volcano	1	Low
7	Dam failure	0	None

## 6.8 STATUS OF PREVIOUS PLAN INITIATIVES

Because of the significant amount of time that has passed since the development of the original hazard mitigation plan, the status of previously identified actions are unknown. Many actions were to be implemented by other agencies and were not within the capabilities of the Town of Yacolt. The previously identified actions were reviewed as part of the plan development process to determine if any should be carried over to the 2016 hazard mitigation plan. Actions that were deemed appropriate and within the capabilities of the Town of Yacolt are included in the following tables.

Table 6-9. Status of Previous Plan Initiatives



Action Item	Completed	Carry Over to Plan Update	Removed; No Longer Feasible
Conduct pre-earthquake assessments for critical and essential facilities and develop a risk reduction strategy		X	
Comment:			
Develop a system for public awareness on a semiannual basis for emergency preparedness using meetings, social media and automation and other electronic methods.		X	
Comment:			
Collectively work with local agencies to encourage partnerships to advise the public of no burn policies as preventative measures.		X	
Comment:			
Identify and participate in opportunities for strategic relations between emergency management and social service providers		X	
Comment:			
Work collectively with local, state and federal agencies to update crucial planning and development plans for the long term by incorporating the recommendations of risk assessment in the hazard mitigation plan as part of planning and development.		X	
Comment:			
Develop a business resumption model or Continuity of Operations Plan		X	
Comment:			
Develop priority routes in and out of town ensuring access for emergency vehicles and all residents for effective response and recovery from disaster events.		X	
Comment:			
Promote development off of the floodplain, supporting the use of mapping technology and ensuring all professionals are state certified and licensed in geographical elevations		X	
Comment:			
Promote Clean Water Programs and develop storm water basin plans		X	
Comment:			
Where appropriate, support retro-fitting, relocation or acquisition from willing property owners of structures located in hazard prone areas to protect structures from future damage, with repetitive and severe repetitive loss as a priority.		X	
Comment:			
Integrate the hazard mitigation plan into other plans, programs, ordinances, codes and databases that dictate land use decisions, unified development, comprehensive planning, critical areas ordinances, stormwater etc. within the community.		X	
Comment:			
Continue to maintain good standing and compliance under the National Flood Insurance Program (NFIP). This will be accomplished through the implementation of floodplain management programs that will, at a minimum, meet the requirements of the NFIP: <ul style="list-style-type: none"> <li>Enforcement of the flood damage prevention ordinance.</li> <li>Participate in floodplain identification and mapping updates.</li> <li>Provide public assistance/information on floodplain requirements and impacts.</li> </ul>		X	



## 6.9 Hazard Mitigation Action Plan and Evaluation of Recommended Actions

Table 6-10 lists the actions that make up the town of Yacolt hazard mitigation action plan. Table 6-11 identifies the priority for each action. Table 6-12 summarizes the mitigation actions by hazard of concern and the six mitigation types.

Table 6-10. Hazard Mitigation Action Plan Matrix 2023-2028						
Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
YA-1—Conduct pre-earthquake assessments for critical and essential facilities and develop a risk reduction strategy.						
Existing	Earthquake	4,10,12	Public Works	Medium	Staff time, general fund, HMGP and PDM for implementation	Short term
YA-2—Develop a system for public awareness on a semiannual basis for emergency preparedness using meetings, social media and automation and other electronic methods.						
New and Existing	All Hazards	1,2,3,5,6,10, 12	Town Staff, CRESA,	High	Staff time, general fund	Long term
YA-3—Collectively work with local agencies to encourage partnerships to advise the public of no burn policies as preventative measures.						
New and Existing	Wildfire	1,2,4,9,12	Fire District 13, Town Staff, Fire Marshall,	Medium	General funds, staff time	Long term
YA-4—Identify and participate in opportunities for strategic relations between emergency management and social service providers						
N/A	All hazards	2,5,6,9,10	CRESA, Red Cross	Low	Operating Budget	Short term
YA-5—Work collectively with local, state and federal agencies to update crucial planning and development plans for the long term by incorporating the recommendations of risk assessment in the hazard mitigation plan as part of planning and development.						
New and Existing	All Hazards	1,4,5,6,12	Public Works, Community Development, Clark County, Dept. of Ecology,	High	Operating Budget	Long Term
YA -6—Develop a business resumption model or Continuity of Operations Plan						
New and Existing	All Hazards	3,4,5,10	Town Staff, Local Business Owners, CRESA, Community Development	Medium	Operating Budget, Possibly UASI	Short Term
YA-7—Develop priority routes in and out of town ensuring access for emergency vehicles and all residents for effective response and recovery from disaster events.						
New and Existing	All Hazards	4,5,6,9,11,	Fire District 13, Fire Marshall, Clark County, Yacolt Public Works	High	Operating Budget, State and federal agencies, Possibly FP&S grants	Short term
YA-8—Promote development off of the floodplain, supporting the use of mapping technology and ensuring all professionals are state certified and licensed in geographical elevations						



Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
New and Existing	Landslides Floods	1,5,6,7,9,10,12	Community Development, GIS, Planning and Development, Public Works	Medium	Operating Budget	
YA-9—Promote Clean Water Programs and develop storm water basin plans						
Existing	Floods	1,2,5,6,7,8,9,12	Public Works, Community Development, Planning	Medium	Operating Budget, state and federal resources, Possibly EPA Grants	Short term
YA-10—Where appropriate, support retro-fitting, relocation or acquisition from willing property owners of structures located in hazard prone areas to protect structures from future damage, with repetitive and severe repetitive loss as a priority.						
Existing	All Hazards	4, 5, 7, 9, 10	Community Development, Planning	High	HMGP, PDM, FMA, CDBG-DR	Long-term
YA-11—Integrate the hazard mitigation plan into other plans, programs, ordinances, codes and databases that dictate land use decisions, unified development, comprehensive planning, critical areas ordinances, stormwater etc. within the community.						
New and Existing	All Hazards	2, 4	Community Development, Planning, Public Works	Low	Staff Time, General Funds	On-going
YA-12—Continue to maintain good standing and compliance under the National Flood Insurance Program (NFIP). This will be accomplished through the implementation of floodplain management programs that will, at a minimum, meet the requirements of the NFIP: Enforcement of the flood damage prevention ordinance. Participate in floodplain identification and mapping updates. Provide public assistance/information on floodplain requirements and impacts.						
New and Existing	Flood	1, 4, 5, 9	Public Works	Low	Staff Time, General Funds	On-going

Table 6-11. Mitigation Strategy Priority Schedule

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority <sup>a</sup>	Grant Priority <sup>a</sup>
YA-1	3	High	Medium	Yes	No	No	Medium	High
YA-2	12	High	High	Yes	Yes	Maybe	High	High
YA-3	5	High	Medium	Yes	Yes	Yes	High	High
YA-4	5	High	Low	Yes	Yes	Yes	High	low
YA-5	5	High	High	Yes	Yes	No	Medium	High
YA-6	4	High	High	Yes	Maybe	No	Medium	High
YA-7	5	High	High	Yes	Yes	No	High	High



Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority <sup>a</sup>	Grant Priority <sup>a</sup>
YA-8	7	Medium	Medium	Yes	Yes	No	Medium	High
YA-9	8	Medium	High	Yes	Maybe	Yes	High	High
YA-10	5	High	High	Yes	Yes	No	Medium	High
YA-11	2	Medium	Low	Yes	No	Yes	High	Low
YA-12	Medium	Low	Yes	No	Yes	High	Low	Medium

a. See the introduction to this volume for explanation of priorities.

Table 6-12. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type <sup>a</sup>					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Wildfire	YA-2,3,4,5,6,7,8, 11	YA-1,3,5,6,8,10	YA-2,3,4	YA-1,2,3,	YA-2,3,5,7,	YA-1,2,4,5,,8
Drought	YA-2,3,5, 11	YA-10	YA-2,3,4	YA-4,5		
Volcano	YA-1,2,4, 11	YA-4,5,10	YA-2,4	YA-5	YA-2,4,5	YA_1,5
Earthquake	YA-11	YA-10				
Severe Storm	YA-11	YA-10	YA-2,4,5,7		YA-2,4,5,7	
Flood	YA2,4,8, 11, 12	YA-10, 12	YA-2,4,5, 12		YA_2,4,577	
Dam Failure	YA-11, 12	YA-10, 12	YA-2,4,5, 12		YA-7	
Landslide	YA-2,4,5, 11	YA-5, 10	YA-2,4,5	YA-8	YA-2,4,5,7	

a. See the introduction to this volume for explanation of mitigation types.

## 6.10 FUTURE NEEDS TO BETTER UNDERSTAND RISK/VULNERABILITY

Yacolt needs to update its emergency plans to better address the issues of wildfires. We also need utilize state and federal funding to make necessary and vital changes to how we address the concerns of hazards



## Town of Yacolt

### Request for Council Action

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

**Name:** Mayor Listek

**Group Name:**

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

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

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

**Alt. Phone:**

#### ITEM INFORMATION:

**Item Title:** Resolution #612 re: Town Engineer

**Proposed Meeting Date:** May 8, 2023

**Action Requested of Council:** Review proposed contract for Jackson Civil Engineering (JCE) for consideration of Jackson as our Town Engineer for the remainder of 2023 and through 2024. Adopt Resolution #612 which approves the proposed contract and authorizes the Mayor to execute the contract with Jackson Civil Engineering on behalf of the Town.

**Proposed Motion:** "I move that we adopt Resolution #612, approving the proposed contract with Jackson Civil Engineering and authorizing the Mayor to execute that contract with Jackson Civil Engineering (JCE), for JCE to act as our Town Engineer for the remainder of 2023 and through 2024.

**Summary/ Background:** Jackson Civil Engineering has contracted as our Town Engineering firm since 2017. When the Town posted a Request for Qualifications for any interested parties to submit a statement of their qualifications, Jackson was the only company who submitted a statement of qualifications. The proposed Agreement is attached to Res. #612 as Exhibit A. It varies from the previous Agreement in that it reflects increases in wages which is to be expected, and the term of the Agreement runs from May 8, 2023 through December 31, 2024. In addition, under Section Six, one item was added: "I. Rates may be negotiated by mutual written agreement at the end of each calendar year."

**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

**DRAFT Resolution #612**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT,  
WASHINGTON, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES  
FOR THE REMAINDER OF CALENDAR YEAR 2023 AND 2024 WITH JACKSON CIVIL  
ENGINEERING, LLC, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.**

Whereas, the Town of Yacolt, (hereafter “Town” or “Yacolt”), desires to retain the services of an engineer to provide professional engineering services as needed by the Town during the remainder of calendar year 2023 and for calendar year 2024;

Whereas, the Town advertised a Request for Qualifications, (hereafter “RFQ”), pursuant to RCW 39.80 to identify an engineer that best meets the Town’s forecasted engineering needs by publishing such RFQ in The Reflector on March 8, 2023;

Whereas, the Town received one response to the RFQ from Jackson Civil Engineering, LLC, which was reviewed by the Mayor, Town Clerk and Public Works Director;

Whereas, the Town has negotiated an Agreement for Engineering Services with Jackson Civil Engineering, LLC, for the desired term;

Whereas, the Town’s Mayor, Town Clerk and Public Works Director determined that Jackson Civil Engineering, LLC, is qualified and able to perform the duties of Town Engineer for the Town of Yacolt, and have recommended that the firm of Jackson Civil Engineering, LLC, be selected by the Town Council to serve as the Town Engineer during calendar years 2023 and 2024; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 8<sup>th</sup> day of May, 2023, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

Section 1: That the Agreement for Engineering Services, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is hereby authorized to execute the Agreement for Engineering Services for and on behalf of the Town of Yacolt.

Section 2: This Resolution shall be effective upon passage, approval, and signatures hereon in accordance with law.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 8<sup>th</sup> day of May, 2023.

TOWN OF YACOLT

---

Katie 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 Resolution is a true and correct copy of Resolution #612 of the Town of Yacolt, Washington, entitled "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES FOR THE REMAINDER OF CALENDAR YEAR 2023 AND 2024 WITH JACKSON CIVIL ENGINEERING, LLC, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT", as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

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

Published: \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Resolution Number: 612

## ***Exhibit 'A' to Resolution #612***

### **AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT is by and between the Town of Yacolt, a municipal corporation located in the County of Clark, State of Washington, (hereinafter referred to as the "Town"), and Jackson Civil Engineering, LLC, a Washington licensed limited liability company, (hereinafter referred to as the "Engineer").

The parties recite and declare that:

1. The Town is in need of an engineer to perform and render engineering services to the Town.
2. The Engineer employs persons who, through education and experience, possess the requisite skills to provide competent engineering services for the Town.
3. The Town is, therefore, desirous of engaging the services of the Engineer.
4. The Town performed a qualifications-based public competitive bidding and procurement process pursuant to RCW 39.80, and found the Engineer best met the qualifications required by the Town for the Town's forecasted engineering needs.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the Engineer and the Town agree as follows:

#### **Section One – Acceptance of Contractual Relationship:**

The Town hereby retains the Engineer as its Town Engineer to perform and render engineering services as described in Section Five, below.

#### **Section Two – Character of Contractual Relationship:**

The Engineer is an independent contractor and not a Town employee. As the Engineer is customarily engaged in an independently established trade which encompasses the specific services provided to the Town hereunder, no agent, employee, representative or sub-consultant of the Engineer shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the Town. In the performance of the work, the Engineer is an independent contractor with the ability to control and direct the performance and details of the work, the Town being interested only in the results obtained under this Agreement. None of the benefits provided by the Town to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the Town to the employees, agents, representatives, or sub-consultants of the Engineer. The Engineer may not sign any contract on behalf of the Town, and may not obligate the Town in any way without the Town's express written consent.

#### **Section Three – Duration and Scope of Relationship:**

The term of this Agreement shall be from May 8<sup>th</sup>, 2023 through December 31, 2024, unless and until terminated pursuant to Section Eight, below. This Agreement may be extended for additional periods of time upon the mutual written agreement of the Town and the Engineer.

The Town reserves the right to contract with other engineers for project-specific engineering as required by Washington public contracting requirements, or as the Town deems appropriate.



#### **Section Four - Place of Work:**

It is understood that the Engineer's service will be rendered largely at the Engineer's office in Battle Ground, but that the Engineer will, on request and as work requires, come to the Yacolt Town Hall or such other places as designated by the Town, to work on Town projects and meet with the Town's representatives.

#### **Section Five - Nature of Duties:**

As Town Engineer, the Engineer shall perform engineering services as requested by the Town, manage and oversee construction contracts, prepare engineering and project estimates, prepare documents necessary and proper in connection with the business of the Town, and, in general, to render such engineering services of every kind and nature as the Town shall require or deem proper in its business. The Engineer shall exercise the degree of skill and diligence normally employed by professional engineers engaged in the same profession, and performing the same or similar services at the time such services are performed. The Engineer warrants that it has the requisite training, skill, and experience necessary to provide the engineering services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

#### **Section Six - Compensation:**

The Town agrees to pay the Engineer:

- A. \$210.00 per hour for all services rendered by Devin Jackson Principal, in increments of ¼ hour.
- B. \$130.00 per hour for all services rendered by Civil Engineer, in increments of ¼ hour.
- C. \$95.00 per hour for all services rendered by Engineering Technician, in increments of ¼ hour.
- D. \$90.00 per hour for all services rendered by Project Administrator, in increments of ¼ hour.
- E. \$180.00 per hour for all services rendered by 2-person crew, in increments of ¼ hour.
- F. Invoice amount plus 15% for all subcontractors rendering services on behalf of Jackson Civil Engineering, LLC.
- G. If Jackson Civil Engineering, LLC hires additional employees, the rate of compensation for services rendered by those employees shall be determined by mutual written agreement between the Town and Jackson Civil Engineering, LLC prior to the performance of work.
- H. In addition to the compensation set forth above, the Town shall reimburse the Engineer for all reasonable and necessary expenses which may be paid or incurred by Engineer on behalf of the Town, subject to Town review and audit of receipts in support thereof.
- I. Rates may be renegotiated by mutual written agreement at the end of each calendar year.

#### **Section Seven - Other Employment:**

The Engineer shall devote all time reasonably necessary to the business of the Town but shall not by this retainer be prevented or barred from taking other employment of a similar or other character by reason of the contractual services herein specified.

**Section Eight – Termination:**

This Agreement may be terminated by either party at any time on thirty (30) days' prior written notice to the other party.

**Section Nine – Modification:**

No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

**Section Ten - Indemnification / Insurance:**

The Engineer shall defend, indemnify and hold the Town, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Engineer in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the Town, its officers, officials, employees, agents and volunteers, the Engineer's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Engineer's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Engineer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**A. Insurance Term:**

The Engineer shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Engineer, its agents, representatives, or employees.

**B. No Limitation:**

The Engineer's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Engineer to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or in equity.

**C. Minimum Scope of Insurance:**



The Engineer shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Town shall be named as an additional insured under the Engineer's Commercial General Liability insurance policy with respect to the work performed for the Town using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Engineer's profession.

**D. Minimum Amounts of Insurance:**

The Engineer shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**E. Other Insurance Provision:**

The Engineer's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain a provision that they are primary insurance with respect to the Town. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Town shall be in excess of the Engineer's insurance and shall not contribute with it.

**F. Acceptability of Insurers:**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**G. Verification of Coverage:**

The Engineer shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Engineer before commencement of the work.

**H. Notice of Cancellation:**

The Engineer shall provide to the Town any written notice of any policy cancellation within two business days of its receipt of such notice.

**I. Failure to Maintain Insurance:**

Failure on the part of the Engineer to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the Town may, after giving five business days' notice to the Engineer to correct the breach, immediately terminate the Agreement, and/or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Town on demand, or at the sole discretion of the Town, offset against funds due the Engineer from the Town.

**J. Full Availability of Engineer's Limits:**

If the Engineer maintains higher insurance limits than the minimums shown above, the Town shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Engineer, irrespective of whether such limits maintained by the Engineer are greater than those required by this contract or whether any certificate of insurance furnished to the Town evidences limits of liability lower than those maintained by the Engineer.

**Section Eleven - Notice:**

Any notice required under this Agreement shall be deemed sufficient if made in writing and personally delivered or sent by certified mail to either party at the following addresses, or such other address as may hereafter be specified by either party in writing:

Mailing Addresses:	<b>Town of Yacolt</b>	<b>Jackson Civil Engineering, LLC</b>
	P.O. Box 160 Yacolt, WA 98675	P.O. Box 1748 Battle Ground, WA 98601-4687
Physical Addresses:	202 W. Cushman St. Yacolt, WA 98675	704 E Main Street, Suite 103 Battle Ground, WA 98604

**Section Twelve – Title VI of the Civil Rights Act of 1964:**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Section Thirteen - Access to Records Clause:**

The Town and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

The Engineer agrees to maintain such records and follow such procedures as the Town may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor

standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by Engineer for a period of three (3) years, unless a longer period is required to resolve audit findings or litigation. In such cases, Town shall request a longer period of record retention.

**Section Fourteen – Section 109 of the Housing and Community Development Act of 1974, as amended:**

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**Section Fifteen - Public Law 101-336, Americans with Disabilities Act of 1990:**

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

**Section Sixteen – Age Discrimination Act of 1975, as amended:**

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance [42 U.S.C. 610 *et. seq.*]

**Section Seventeen – Section 504 of the Rehabilitation Act of 1973, as amended:**

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds [29 U.S.C. 794]

**Section Eighteen - Complete Agreement:**

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the Town or the Engineer other than contained herein.

**Section Nineteen – Confidentiality:**

The Engineer may, from time to time, receive information which is deemed by the Town to be confidential. The Engineer shall not disclose such information without the prior express written consent of the Town or upon order of a court of competent jurisdiction.

**Section Twenty - Applicable Laws and Standards:**

The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. The Engineer warrants that its designs, construction documents, and services shall conform to all applicable federal, state and local statutes and regulations.

The law of the State of Washington shall apply in interpreting this Agreement. Venue for any

lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Clark County.

### Section Twenty-One - Binding Effect and Assignment:

This Agreement shall be binding upon and shall inure to the benefit of the Town and its successors and assigns. Neither this Agreement nor any rights hereunder may be assigned by the Engineer without the written consent of the Town.

**Section Twenty-Two - Saving Clause:**

If any provision of this Agreement, or the application of such provision to any person or under any circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

**Section Twenty-Three - No Waiver:**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**Section Twenty-Four - Costs and Attorney's Fees:**

In the event of any claim or dispute arising out of this Agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all legal fees and other costs and expenses incurred in connection with such claim or dispute.

**Section Twenty-Five - Business License:**

Prior to commencement of work under this Agreement, the Engineer shall register for a business license in the Town.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates of the signatures below.

TOWN OF YACOLT:

ENGINEER:

Katelyn Listek  
Town of Yacolt

Devin Jackson, P.E. \_\_\_\_\_ Date \_\_\_\_\_  
Principal

ATTEST:

Approved as to Form:

Stephanie Fields  
Clerk

David Ridenour  
Town Attorney

**Exhibit 'A' to  
Resolution #612**



## Town of Yacolt Agenda Request

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

**Name:** Mayor Listek, Devin Jackson

**Group Name:**

**Address:** PO Box 160, Yacolt, WA 98675

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Public Hearing and Resolution #613 re: 6-yr. Transportation Improvement Plan

**Proposed Meeting Date:** May 8, 2023

**Action Requested of Council:** Following the Public Hearing for the TIP, approve Resolution #613 adopting the Plan, which is attached as "Exhibit A", with or without specific changes.

**Proposed Motion:** "I move that the Council pass Resolution #613, to adopt the proposed 6-year Transportation Improvement Plan (with the following changes: \_\_\_\_\_)".

**Summary/ Background:** The Six-Year Transportation Improvement Plan describes and prioritizes street improvement projects within the Town during the upcoming six years. Every year by July 1st, pursuant to RCW 35.77\*, the Town must submit its updated 6-Year Transportation Improvement Plan to the Washington Department of Transportation, following a public hearing and Council's formal adoption of the plan. Our Town Engineer, Devin Jackson, will be present to answer any technical questions during and after the hearing.

\*Other noteworthy elements of RCW 35.77 are listed below:

1. The Town's Six-Year Transportation Plan must be consistent with the Comprehensive Plan. (RCW 35.77.010(1)).
2. The Plan must include any new or enhanced bicycle or pedestrian facilities identified pursuant to 36.70A.070(6) or other applicable changes that promote nonmotorized transit. (RCW 35.77.010(1)).
3. The Six-Year Plan must specifically set forth projects and programs of regional significance. (RCW 35.77.010(1)).

4. The Six-Year Plan must contain information as to how the Town will expend its moneys, including funds made available for nonmotorized transportation purposes. (RCW 35.77.010(2) and RCW 47.30).
5. The Six-Year Plan must contain information as to how the Town will preserve railroad right-of-way in the event the railroad ceases to operate in the Town's jurisdiction. (RCW 35.77.010(3)).
6. Each annual revision to the Six-Year Plan must include consideration of, and, where practicable, provisions for bicycle routes. However, the Town is not required to provide for bicycle routes where the cost of establishing them would be excessively disproportionate to the need or probable use. (RCW 35.77.015).
7. The Town is allowed to enter into agreements with the County to perform road construction and maintenance services. Such agreements must be approved by Town ordinance. (RCW 35.77.020, 030, and 040).

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

Devin Jackson  
Jackson Civil Engineering  
(360) 723-0381

**DRAFT Resolution #613**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT,  
WASHINGTON, ADOPTING THE TOWN'S REVISED COMPREHENSIVE SIX-  
YEAR TRANSPORTATION IMPROVEMENT PLAN FOR 2024-2029, AND  
REPEALING ALL CONFLICTING ORDINANCES AND RESOLUTIONS**

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

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

**Whereas**, notice of the time and place for a public hearing on the revised and extended plan was published in the Town’s official newspaper April 26, 2023, with said public hearing being scheduled for May 8, 2023, during a regular public meeting of the Town Council;

**Whereas**, the scheduled public hearing was held on May 8, 2023, at which the Council accepted testimony from the general public on the revised and extended plan and discussion was had as to the improvements of various streets and related transportation facilities within the Town, together with the specific priority of each project, as required by RCW 35.77.010;

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

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

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

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

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

**Whereas**, the Town Council of the Town of Yacolt is in regular session this 8<sup>th</sup> day of May, 2023, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

Section 1 - Adoption of Plan. The Town of Yacolt's Comprehensive Six-Year Transportation Improvement Plan for 2024-2029, attached hereto as Exhibit "A", is hereby adopted as the current transportation improvement plan for the Town of Yacolt.

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

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

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

- a). Transmit a copy of this Resolution, (with the attached revised and extended Comprehensive Six-Year Transportation Improvement Plan for 2024-2029), to the Secretary of Transportation for the Washington State Department of Transportation. The Town Clerk is directed to file these documents with the Washington State Department of Transportation within thirty (30) days of the adoption of this Resolution, or by July 1, 2023, whichever date is earliest;
- b). Cause notice of the adoption of this Resolution to be published forthwith in the Town's official newspaper pursuant to Section 6 below;
- c). Promptly forward copies of this Resolution to the Washington Transportation Improvement Board, (TIB), the appropriate department of the Public Services Department of Clark County, Washington, and such other offices as may be required; and,
- d). Promptly post a copy of this Resolution on the Town's website for public inspection.

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

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

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



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

**Town of Yacolt - Summary of Resolution #613**

The Town Council of the Town of Yacolt adopted Resolution #613 at its regularly scheduled Town Council meeting held on May 8, 2023. The content of the Resolution is summarized in its title as follows: “A Resolution of the Town Council of the Town of Yacolt, Washington, Adopting the Town’s Revised Comprehensive Six-Year Transportation Improvement Plan for 2024-2029, and Repealing All Conflicting Ordinances and Resolutions”.

The effective date of the Resolution is May 8, 2023. A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Town of Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.

Published this 17<sup>th</sup> day of May, 2023.  
Yacolt Town Clerk.

**Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 8<sup>th</sup> day of May, 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 Resolution is a true and correct copy of Resolution #613 of the Town of Yacolt, Washington, entitled "A Resolution of the Town Council of the Town of Yacolt, Washington, Adopting the Town's Revised Comprehensive Six-Year Transportation Improvement Plan for 2024-2029, and Repealing All Conflicting Ordinances and Resolutions" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

---

Stephanie Fields, Town Clerk

Published: May 17, 2023

Effective Date: May 8, 2023

Resolution Number: 613

# Town of Yacolt, Clark County, Washington

## Six Year Transportation Improvement Plan

From 2024 to 2029

Public Hearing: May 8, 2023

Adopted May 8, 2023 : Resolution #613

Project Description	Priority	Financing	2024	2025	2026	2027	2028	2029
<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	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
<b>W. Cushman Street</b> ADA crossing at Cushman across RR Ave Curbs, sidewalks	1	State Funds: \$148,675 Local Funds: \$7,825 Total Funds: \$156,500	\$ 156,500					
<b>E. Hoag Street</b> NE Railroad Ave to terminus Pavement preservation	1	State Funds: \$19,475 Local Funds: \$1025 Total Funds: \$20,500	\$ 20,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>N Hubbard Ave</b> E Jones St to E Yacolt Rd New pavement, curbs, sidewalks	1	State Funds: \$725,325 Local Funds: \$38,175 Total Funds: \$763,500	\$ 763,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>South Hubbard</b> E Jones to E Hoag St Pavement preservation	2	State Funds: \$37,300 Local Funds: Total Funds: \$37,300	\$ -	\$ 37,300	\$ -	\$ -	\$ -	\$ -
<b>Parcel Ave #2</b> W Humphrey St to South Town Limits New pavement	2	Federal Funds: \$285,625 (CDBG) Local Funds: \$25,000 Total Funds: \$310,625	\$ -	\$ 310,625	\$ -	\$ -	\$ -	\$ -
<b>Parcel Ave #1</b> W Yacolt Rd to W Humphrey St 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>Johnson Avenue</b> W. Yacolt Road to W. Humphrey St. New pavement, curbs, sidewalks & drainage	3	Fed Funds : \$ 539,500 (CDBG) Local Funds: \$33,000 Total Funds: \$575,500	\$ -	\$ -	\$ 572,500	\$ -	\$ -	\$ -
<b>E. Farrer Street</b> N. Hubbard to N. Pine Ave. Pavement preservation	4	State Funds : \$ 36,900 Local Funds: \$0 Total Funds: \$36,900	\$ -	\$ -	\$ -	\$ 36,900	\$ -	\$ -
<b>N. Pine Street</b> E. Yacolt Rd. to Dead End Pavement preservation	4	State Funds: \$44,550 Local Funds: \$0 Total Funds: \$44,550	\$ -	\$ -	\$ -	\$ 44,550	\$ -	\$ -
<b>N. Hubbard Road</b> E. Yacolt Rd. to N. Dead End Pavement preservation	4	State Funds: \$0 Local Funds: \$46,090 Total Funds: \$46,090	\$ -	\$ -	\$ -	\$ 46,090	\$ -	\$ -
<b>S. Williams</b> E. Jones St. to E. Humphrey St. New pavement, sidewalks, curbs & drainage	5	Fed. Funds: \$220,950 (CDBG) State Funds: \$17,600 Total Funds: \$238,550	\$ -	\$ -	\$ -	\$ -	\$ 238,550	\$ -
<b>E. Humphrey Street</b> S. Williams Ave. to S. Hubbard Ave. New pavement, curbs, sidewalks and drainage	5	State Funds : \$254,330 Local Funds: \$0 Total Funds: \$254,330	\$ -	\$ -	\$ -	\$ -	\$ 254,330	\$ -
<b>W. Christy Street</b> N. Amboy Road to Dead End at Park New pavement and sidewalks	5	State Funds: \$385,000 Local Funds: \$17,250 Total Funds: \$402,250	\$ -	\$ -	\$ -	\$ -	\$ 402,250	\$ -
<b>Ranck Avenue</b> W. Cushman St. to W. Wilson St. New pavement, curbs & drainage	5	State Funds: \$417,170 Local Funds: \$0 Total Funds: \$417,170	\$ -	\$ -	\$ -	\$ -	\$ 417,170	\$ -

<b>N. Amboy Road</b> W. Jones St. to W. Yacolt Road New pavement, curbs, sidewalks and drainage	5	Fed. Funds : \$418,000 (CDBG) Local Funds: \$7,350 Total Funds: \$425,350	\$ -	\$ -	\$ -	\$ -	\$ 425,350	\$ -
<b>W. Hoag Street</b> S. Railroad Ave. to Dead End New pavement, curbs and drainage	5	State Funds: \$502,880 (CDBG) Local Funds: \$110,000 Total Funds: \$612,880	\$ -	\$ -	\$ -	\$ -	\$ 612,880	\$ -
<b>W. Wilson Street</b> S. Railroad Avenue to Dead End New pavement and curbs	5	State Funds: \$664,400 Local Funds: \$110,840 Total Funds: \$775,240.	\$ -	\$ -	\$ -	\$ -	\$ 775,240	\$ -
<b>W. Humphrey St.</b> S. Railroad Ave. to W. Town Limits New pavement, curbs, and drainage	5	State Funds : \$781,665 Local Funds: \$172,700 Total Funds: \$954,365	\$ -	\$ -	\$ -	\$ -	\$ 954,365	\$ -
<b>S. 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: \$46090 Local Funds: \$0 Total Funds: \$46,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,090
<b>W. Jones Street</b> W. Town Limits to Railroad Avenue Pavement preservation	6	State Funds: \$0 Local Funds: \$69,070 Total Funds: \$69,070	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,070
<b>N. Pine Avenue</b> E. Jones to Dead End Curbs, sidewalks, drainage	6	State Funds: \$159,400 Local Funds: \$0 Total Funds: \$159,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,400
<b>W. Bumpski Street</b> S. Parcel to Dead End New pavement, sidewalks, curbs and drainage	6	Fed. Funds: \$143,000 (CDBG) State Funds: \$23,550 Total Funds: \$166,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,550



## Town of Yacolt Request for Council Action

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

**Name:** Clerk Fields

**Group Name:**

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Ordinance #591 School Impact Fee Fund

**Proposed Meeting Date:** May 8, 2023

**Action Requested of Council:** Adopt Ordinance # 591 which establishes a Fund for the collection of School Impact Fees and authorizes the Town Clerk to open an interest-bearing bank account for the purpose of holding and administering those funds to the Battle Ground School District.

**Proposed Motion:** "I move that the Town of Yacolt adopts Ordinance #591 as written (or with the following changes\_\_\_\_)".

**Summary/ Background:** On April 10, 2023 the Yacolt Town Council adopted Resolution #610, which authorized the execution of an Interlocal Agreement between the Town of Yacolt and Battle Ground School District #119 for the collection, distribution, and expenditure of school impact fees. In order for the funds to remain separate from the Town's own monies, establishment of a dedicated Fund and a separate interest-bearing account are necessary. Ordinance #591 accommodates that purpose.

**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

**DRAFT - ORDINANCE #591 - DRAFT**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, CREATING AND ESTABLISHING A FUND TO HOLD AND ADMINISTER SCHOOL IMPACT FEES; AMENDING CHAPTER 3.15 OF THE YACOLT MUNICIPAL CODE (IMPACT FEES); AND PROVIDING FOR SUMMARY PUBLICATION**

**Whereas**, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, Chapter 36.70A RCW, and Chapter 82.02 RCW, which authorize the collection of impact fees on new growth and development activity for the purpose of having that new growth and development pay a portion of the costs of new facilities required based on that new growth and development;

**Whereas**, the Town Council of the Town of Yacolt, (“Town” or “Yacolt”), adopted a program for the collection of school impact fees on appropriate residential construction within the Town, currently codified at Chapter 3.15 of the Yacolt Municipal Code, (“YMC”);

**Whereas**, the Town needs a special-purpose treasury fund to hold, manage and account for school impact fees; and,

**Whereas**, the Town Council is in regular session this 8<sup>th</sup> day of May, 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 - Addition to YMC Chapter 3.15:** Chapter 3.15 of the Yacolt Municipal Code [Impact Fees] is hereby amended by adding a new section 3.15.085 to read as follows:

**3.15.085 School Impact Fee Fund.**

A. Creation of School Impact Fee Fund: There is hereby created and established a special purpose fund designated as the “School Impact Fee Fund”. The Town Clerk shall be the manager of the School Impact Fee Fund. All school impact fees collected pursuant to YMC 3.15 shall be earmarked specifically and retained in the School Impact Fee Fund. The Fund shall be perpetual, though the Fund may from time to time be unfunded.

B. Interest Bearing Account: School impact fees shall be placed in a special interest-bearing account within the School Impact Fee Fund. All interest earned shall be retained in the account and expended for the purposes for which the impact fees were imposed.

C. Purpose of Fund: The school impact fees collected by the Town together with the interest earned on such fees shall be held and disbursed pursuant to this Chapter, applicable statutes, and interlocal agreements with school districts or other agencies designated as a proper recipient of the funds.

D. Annual Report: By April of each year, the Town Clerk shall provide a report for the previous calendar year on the School Impact Fee Fund showing the source and amount of all moneys collected, earned or received and system improvements that were financed in whole or in part by school impact fees.

**Section 2 - Reservation of Authority:** The Town Council reserves all lawful authority to approve capital facilities plans, plan updates, school impact fees adopted and proposed by the District, and other elements of YMC 3.15 over which the Council has discretion and authority. Nothing in this Ordinance is intended to limit the Town’s authority under the State Environmental Policy Act or any other source.



**Section 3 - Authority and Duties of the Mayor and Town Clerk:** The Mayor and Town Clerk are hereby authorized and directed to take all necessary and appropriate actions to accomplish the purposes of this Ordinance, including, without limitation, the opening of one or more bank accounts as needed to satisfy the requirements of Section 1 above.

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

**Section 5 - 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 6 - Severability and Construction:** If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, or its application to any person or circumstances is held invalid, the remaining portion of this Ordinance shall remain in full force and effect, and the application of the provision to other persons or circumstances shall not be affected. If any provision of this Ordinance is found to be inconsistent with provisions of the Yacolt Municipal Code, this Ordinance is deemed to control.

**Section 7 - 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 #591**

The Town Council of the Town of Yacolt adopted Ordinance #591 at its regularly scheduled Town Council meeting held on May 8, 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, Creating and Establishing a Fund to Hold and Administer School Impact Fees; Amending Chapter 3.15 of the Yacolt Municipal Code (Impact Fees); and Providing for Summary Publication”.

The effective date of the Ordinance is May 17, 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 17<sup>th</sup> day of May, 2023.  
Stephanie Fields, Town Clerk

**PASSED** by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 8<sup>th</sup> day of May, 2023.

**TOWN OF YACOLT**

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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 #591 of the Town of Yacolt, Washington, entitled "An Ordinance of the Town Council of the Town of Yacolt, Washington, Creating and Establishing a Fund to Hold and Administer School Impact Fees; Amending Chapter 3.15 of the Yacolt Municipal Code (Impact Fees); and Providing for Summary Publication", as approved according to law by the Town Council on the date therein mentioned. The Ordinance has been published or posted according to law.

Attest:

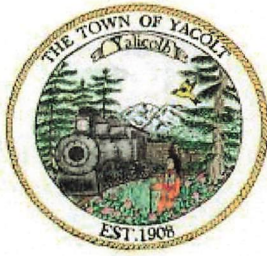
\_\_\_\_\_  
Stephanie Fields, Town Clerk

Approved: May 8, 2023

Published: May 17, 2023

Effective Date: May 17, 2023

Ordinance Number: 591



## 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:** Code Enforcement Update

**Proposed Meeting Date:** May 8, 2023

**Action Requested of Council:** Decide if you are satisfied that the property is now in compliance with Yacolt Municipal Code. Discuss storage placement of the RV on the lot. Consider effects of this decision on storage placement of RVs by other Town residents, and how to fairly enforce our Code.

**Proposed Motion:** TBD

**Summary/ Background:** At the February 13<sup>th</sup> Council meeting, resident Cynthia Clark, of 408 E. Jones Street, faced Council with the fact that she has a horse in her backyard and an RV in her front yard hooked up to power, water, and septic so a “tenant” can use it. She was recently told that these conditions are in violation of Yacolt Municipal Code. So she vowed to remedy the situation by the 1<sup>st</sup> of March.

On February 22, Ms. Clark came into Town Hall and told the Clerk that she had moved the horse out of Town and unhooked and moved the RV.

At the March 13<sup>th</sup> Council meeting, at least 2 Council members stated that they believe the RV had not been moved, and it appeared to remain connected to power, water, and the septic tank. In addition, the fence remained in place. Council instructed the Clerk to draft and send a Code Violation Notice to Ms. Clark regarding these issues.

The Clerk sent a letter to Ms. Clark, giving her until May 4<sup>th</sup> to come into compliance. Ms. Clark left a phone message on April 21<sup>st</sup> to notify the Town that the tenant is gone, the fence has been removed, the slider is retracted, and she would be disconnecting the hoses the next day. All of these changes have been confirmed by Town staff.

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

**Group Name:** Staff

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

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

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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Proposed Annexation

**Proposed Meeting Date:** May 8, 2023

**Action Requested of Council:** Review Mrs. Keller's request to have her property annexed into the Town of Yacolt. Begin considering ramifications of the annexation, good, bad, or indifferent.

**Proposed Motion:** None at this time.

**Summary/ Background:** Mrs. Keller is the sole owner of the subject property, which is adjacent to Town Limits and within the Urban Growth Area Boundary. The property is 74,923 square feet (1.72 acres). The property immediately to the east is zoned R1-10, and the property immediately to the south is zoned R1-12.5.

Staff will complete their report and present a Resolution to Council at the June 12<sup>th</sup> Council meeting. The Resolution will lay out the terms of the Council's approval for the process to move forward with a petition.

The Notice of Intent to Annex is attached hereto.

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

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

(360) 686-3922



Date: April 23, 2023 \_\_\_\_\_

The Honorable Mayor and Town Council  
Town of Yacolt  
P.O. Box 160  
Yacolt, WA 98675

Dear Mayor and Town Council:

The undersigned hereby advise the Yacolt Town Council that it is their desire to annex the property described herein using the 60% direct petition method. This notice is signed by the owners of not less than 10 percent of the assessed value of the property for which annexation is requested.

The property proposed for annexation is described on Exhibit "A" attached hereto and is geographically depicted on a Clark County Assessor's parcel map on Exhibit "B" further attached hereto.

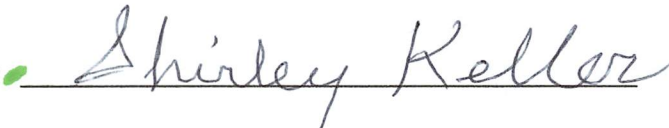
The undersigned request that the Yacolt Town Council set a date, not later than sixty (60) days after the filing of this Notice, for a meeting with the undersigned to determine:

1. Whether the Town Council will consider the proposed annexation;
2. Whether the Town Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the current Comprehensive Plan as adopted by Town of Yacolt; and,
3. Whether the Town Council will require the assumption of existing Town indebtedness by the area to be annexed.



The undersigned property owners respectfully submit this Notice of Intent to Petition for Annexation as of the date specified above.

Sincerely,

Signature:  Date: 4/23/2023 \_\_\_\_\_

Printed Name: Shirley Keller \_\_\_\_\_ Phone: 360-686-3364 \_\_\_\_\_

Address: 25115 NE WH Garner RD, Yacolt, WA 98675 \_\_\_\_\_

Email Address: mikeschabo@yahoo.com \_\_\_\_\_

[Signatures of Additional Property Owners]

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

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

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

Email Address: \_\_\_\_\_

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

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

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

Email Address: \_\_\_\_\_

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

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

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

Email Address: \_\_\_\_\_

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

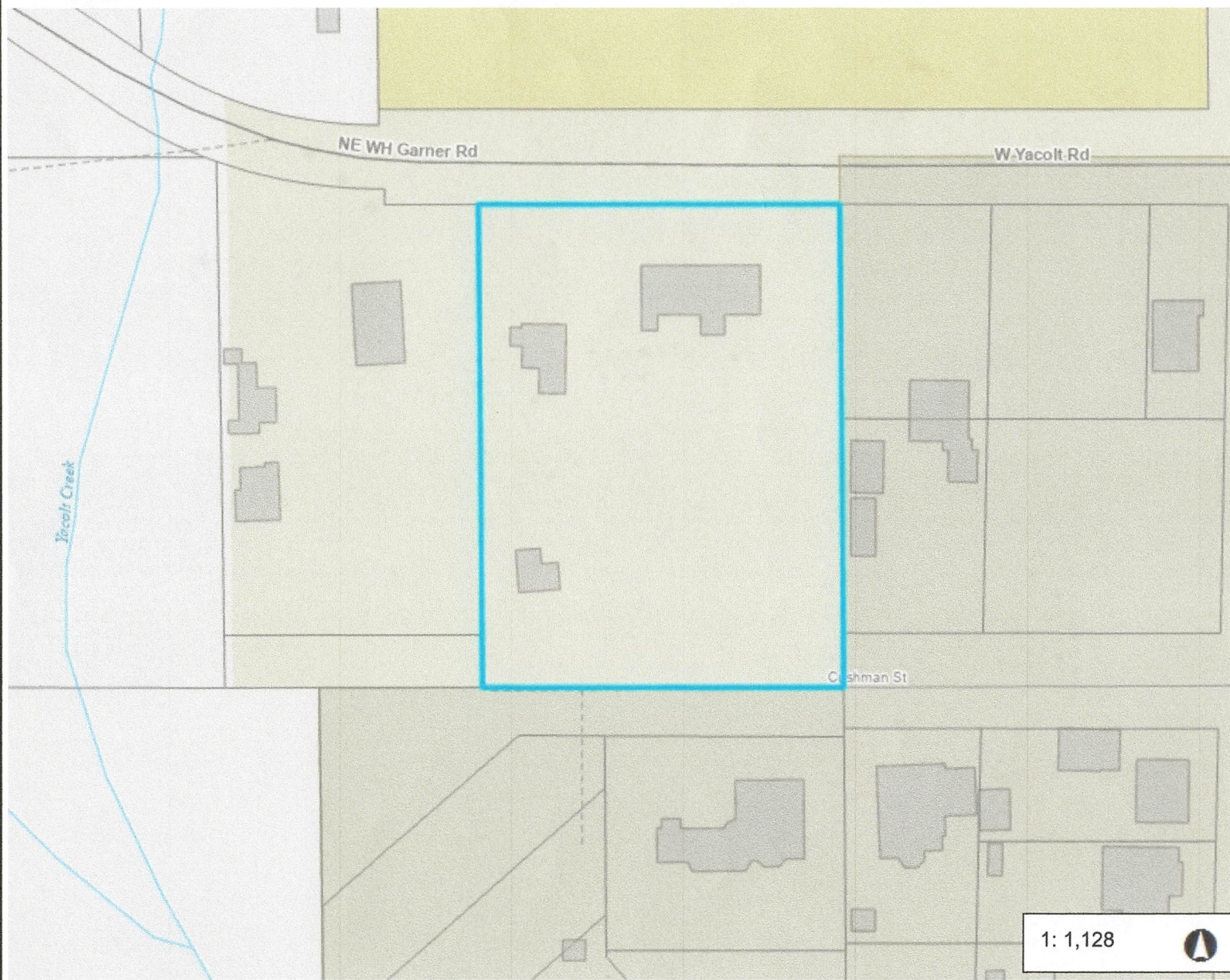
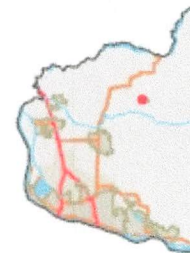
## Exhibit A - Property Information

*[Please also attach full legal descriptions if available.]*

Please list the Clark County Tax Assessor Parcel Numbers for all Properties to be Annexed:

1. #22 SWC 3 T4N R3EWM 1.72A \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
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16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_



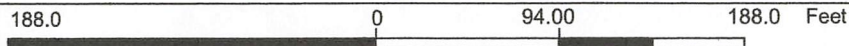


**Legend**

- Building Footprints
- Parcels

**Notes:**

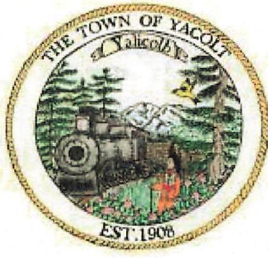
1: 1,128



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.





## 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 Backroads Liquor License

**Proposed Meeting Date:** May 8, 2023

**Action Requested of Council:** Consider whether or not to object to the Liquor License renewal for Backroads Food & Spirits

**Proposed Motion:** "I move that we (do/do not) object to the Liquor License Renewal for Backroads Food & Spirits."

**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 July 1, 2023 for this license.

**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



Washington State  
Liquor and Cannabis Board  
PO Box 43098,

, Olympia WA 98504-3098, (360) 664-1600

MAYOR OF YACOLT  
PO BOX 160  
YACOLT, WA 98675-0160



**Washington State  
Liquor and Cannabis Board**  
PO Box 43098

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

April 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: 04/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF YACOLT  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20230731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. PLAYMAKERS HOSPITALITY GROUP,	BACKROADS YACOLT 303 N AMBOY YACOLT WA 98675 5442	353849	SPIRITS/BR/WN REST LOUNGE -



## Town of Yacolt

### Request for Council Action

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

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

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

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

#### ITEM INFORMATION:

**Item Title:** Negotiating new contracts for recycling and yard waste collection.

**Proposed Meeting Date:** May 8, 2023.

**Action Requested of Council:** Decide whether to continue having Clark County negotiate on the Town's behalf for recycling and yard waste collection services.

**Proposed Motion:** "I make a motion to have the Mayor inform Clark County of the Town's desire to continue having Clark County administer contracts for the collection of recyclables and yard waste."

**Summary/ Background:** Beginning in the 1990's, the Town of Yacolt relied upon Clark County to bid, negotiate and administer contracts for the collection of solid waste, recyclable products, and yard debris. Garbage collection rates and services are now set by tariff and regulated by the UTC, (the Washington Utilities and Transportation Commission). But recycling and yard waste collection services are still being negotiated by Clark County for Yacolt, Battle Ground, La Center, and the unincorporated areas of the County.

The most recent ten-year contracts for recycling and yard waste collection were set to expire in 2018, but were extended by amendments to those Agreements. The Recycling contract is currently set to expire on December 31, 2023. The yard debris contract is set to expire in 2025.



Clark County and Waste Connections have started negotiations to either extend the Recycling Agreement or to sign a new long-term contract. The parties are also talking about combining the Recycling and Yard Waste Agreements into a single long-term contract. Decisions must be reached by the end of the year, particularly for the Recycling Agreement which is set to expire. The County therefore plans to finalize contract negotiations and interlocal agreements with the participating municipalities before January 1, 2024.

The bargaining positions of the parties are affected by the number of cities and towns that decide to participate in the contracts. Clark County and Waste Connections need to know whether Yacolt wants to continue its arrangement with Clark County for administration of the contracts. To prepare for this situation, the parties agreed in the most recent contract extension to have Yacolt and the Cities provide a written notice of their intent by June 30, 2023. (See, Section 6 of Amendment #6, attached.) The Town has to decide between two basic options.

First, Yacolt has the option to continue its arrangement with Clark County, by which the County negotiates and administers these Contracts.

Second, the Town may negotiate its own Contract for recycling and yard waste collection services. This option is something that the smaller communities have generally found to be inefficient and likely less beneficial than the contracts negotiated by the County. Though basic rates and services still tend to follow the tariffs approved by the UTC, the County has been able to negotiate for related beneficial services, as well as control over the “flow” of the collected materials.

To summarize, the Town needs to provide a letter describing Yacolt’s intent to either negotiate with Waste Connections independently or to sign a future Interlocal Agreement with the County to use the County’s restated Contract for services.

Representatives from the County have offered to meet with the Council during a future Council meeting to discuss these issues in more detail.

**Attachments:**

Amendment Number Six Amending Recyclables Collection Contract Between Clark County and Waste Connections of Washington, Inc. HDC. 855. (Two pages)

**Staff Contact(s):**

Stephanie Fields, Town Clerk.  
David W. Ridenour, Town Attorney.



**AMENDMENT NUMBER SIX  
AMENDING RECYCLABLES COLLECTION CONTRACT  
Between  
CLARK COUNTY  
And  
WASTE CONNECTIONS OF WASHINGTON, INC. HDC. 855**

WHEREAS, a Recyclables Collection Contract was entered into by parties and was effective on January 1, 2009; AND

WHEREAS, parties have reached an agreement in principle for a long-term extension of the Contract based on the terms and conditions of Section 2.11.3 Extension of Contract/Service Enhancements; AND

WHEREAS, the restated Contract will result in a change in collection frequency for Urban Services Areas from weekly to every-other-week collection; And

WHEREAS, Per the terms and conditions of Section 3.2.3.2, The County notified the Contractor on July 28, 2022 of the intent to implement every-other-week service in the Urban Services Area beginning on September 12, 2022.

WHEREAS, The Cities of La Center, Battle Ground and Town of Yacolt (Cities) have requested additional time to consider the option to enter into individual contracts with Waste Connections of Washington, Inc.; AND

WHEREAS, The City of Battle Ground has opted to remain at weekly service; AND

WHEREAS, the parties are in the process of drafting a restated Contract for review and approval by the County and Cities; AND

WHEREAS, the timeline for the formal execution of the restated Contract by the County and Cities will extend past the end of the current Contract term of September 30, 2022

NOW, THEREFORE, IT IS AGREED BY THE PARTIES that the agreement shall be amended as follows;

1. 2.11.1 Length of Initial Contract. The initial term of this Contract shall be the period of time commencing on January 1, 2009, and terminating on December 31, 2023.
2. Upon execution of a restated Contract by the County, Contractor's obligations to provide services in the unincorporated Urban Service Areas of the County under this Contract will be extinguished.
3. Contractor will continue to provide services to the incorporated areas of the Cities under the provisions of the Contract through the remaining of the term of this Contract.
4. Pursuant to the terms and conditions of Section 5.1.2 Collection Services Rates for the Urban and Cities Service Areas, the County has notified Contractor of intent to implement every-other-week collection in the Urban Services Areas beginning on September 12, 2022. The City of La Center and Town of Yacolt

have agreed to implement every-other-week service concurrent with the implementation of the County service change. The County and Contractor have negotiated a rate for the service change which includes no increase over current rates.

The City of Battle Ground has requested to remain on weekly collection frequency creating an economic hardship for the Contractor. Subject to mutual agreement by the County, Contractor is entitled to negotiate a rate applicable only to the City of Battle Ground. The City of Battle Ground rate increase will be implemented beginning on September 1, 2022.

Pursuant to the terms and conditions of Section 3.2.23 Mandatory Collection for Certain Customers, Cities that agree to enact an ordinance requiring mandatory collection of Recyclables and or Garbage and Recyclables within the Cities Service Area by November 1, 2022 will receive a \$.25 reduction in monthly Collection Rates for Recyclables collected under this Contract. The reduced Collection Rate will become effective January 1, 2023.

5. Negotiated County and City rates have been incorporated into Appendix C COLLECTION RATES & FEES and attached hereto.
6. Required Notifications: By June 30, 2023, Cities or Town must provide the County and Contractor with a written notification of intent to either enter into an individual collection contract with Contractor or enter into an inter local agreement with the County to utilize restated Contract for continued service.
7. Each of the Cities or Town have the individual option to terminate the Contract with three-month's notice to the County and Contractor.

All other provisions of the contract remain unaltered.

**WASTE CONNECTIONS OF  
WASHINGTON, INC.**

Derek Ranta 08/03/22  
Derek Ranta  
District Manager

**CLARK COUNTY PUBLIC HEALTH**

Kathleen Otto 08/03/22  
Kathleen Otto  
County Manager

Approved as To Form Only:

Amanda Migchelbrink 08/02/22  
Amanda Migchelbrink,  
Deputy Prosecuting Attorney



## 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:** Declaration of Nuisance at 301 N Pine Ave.

**Proposed Meeting Date:** May 8, 2023

**Action Requested of Council:** Review complaints and photos received regarding the property at 301 N. Pine Ave. Determine if the Town should declare that a Nuisance Violation is occurring there. Decide whether or not to instruct staff to draft and deliver a Notice of Nuisance Violation to the owner of the property, requesting voluntary correction.

**Proposed Motion:** "I move that Town staff drafts and delivers a Notice of Nuisance Violation to the owner of the property at 301 N. Pine Ave. based on Council's determination that the condition of the property is detrimental to the health, safety, and welfare of the community."

**Summary/ Background:** The Town Clerk has received numerous complaints regarding this property and its inhabitants over the past year or two from neighbors. The complaints have ranged from people living in RVs and sheds on the property to dog-fights, people fights, rampant drug use out in the open, piles of garbage which have attracted rats to the neighborhood, people urinating and defecating in the yard, and so on. Neighbors say the stench gets overwhelming, especially as the weather warms up. The yard is littered with inoperable and torn-apart vehicles. As more vehicles have been brought in, old vehicles have been dragged around Town by these folks and simply abandoned along the streets. Photos of the property and complaints from neighbors are attached.

Yacolt Municipal Code Chapter 8 defines Nuisance and outlines steps the Town may follow to have the nuisance corrected.

YMC Chapter 18.55 deals with Temporary Dwelling Permits. No temporary dwelling permits have been applied for nor issued to anyone at this address.

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



*301 North Pine*

*Something needs to be done about the safety of the neighborhood.*

*They are up all hours of night smashing, fighting, and reviving engines. They now have 2 motor homes with people living in them and an upwards number of 15 plus vehicles. Some crashed and sat in the street. This creates issues for the buses in the morning as well as any cars going up and down the street. The trash is yet again piling up. I have literally watched them drop pants and sh#t in the lawn for all to see. They just took down the chimney in the shop and are currently running their wood stove without proper fire code piping. This could burn them down but all of us.*

*There is no more talking to them as they are violent toward each other, drunk, or high on drugs.*

**Violation Address**

301 N pine yacolt wa

**Zip**

98675

**Zoning and Development Violations**

Salvage, junk and wrecking yards

**Vehicle Violations**

Vehicle parts stored outside

**Nuisance Violations**

Junk or debris on private property. , Inoperable or abandoned vehicles on private property, Vehicle parts stored outside

**Description of alleged violation**

Multiple vehicles on street and drive way possible chop shop operation

Drug dealing and usage at this address with multiple people in and out

Hoarder house garbage everywhere causing a nuisance with mice, rats and rodents. Not to mention the smell once weather gets warmer. Vehicle parts everywhere when they bring a car/truck in to part it out. House is a constant nuisance in the neighborhood for everyone. Now someone is living in side garage on north side of house. This property has multiple violations and needs to be addressed. Like I've stated below also. We've been to Yacolt town hall and have made numerous complaints and no one does anything about these people.

**Brief description of where violation is located on the property**

Backyard and side yard all visible from street

**Precautions advised in investigating this complaint**

Suspected drug activity and users at this address. Multiple people staying at residence and all are aggressive anytime we approach them regarding the situation at this address. We've reported them numerous times to Yacolt town hall, Clark county sheriffs Dept for all the fighting, meth (suspected) deals and the chop shop operation with multiple vehicles. No one seems to care enough to do anything and we're tired of dealing with it as we have to live next to it. Other neighbors have the same issues, not just us. Two rvs also parked on lot BOTH have people living in them. Along with all the garbage outside that is coming out into the street area. (Hoarder house)

*Attached are photos of cars on road with expired tags back to 2006. As well these two moving stuff into one of the campers to live. (photos of cars on the road and all over the yard with expired tags)*

Here is straight fire hazard code enforcement they have no chimney still on shop and installed a fire stove on house with in proper installment

*Lights on in camper watching TV and coming out of it (photos of RVs at night with lights on)*

Good morning,

Attached are a couple pics of the yard next door. As you can see the raw garbage is now piled high. Not sure if anything can be done but looks like a health hazard/issue. I have a fear of it all attracting rats.

Also sure with the warm weather it is going to start to smell. Not to mention I'm sure the condition of this property impacts our property value along with other neighbors.

Not sure if anything can be done but wanted to make you aware. (Photos of garbage in yard piled at least as high as the fence in some places)

*Another complaint on the (301 N Pine) property ... pulled in another RV or two in the last several days, there's cars and motorcycles and car parts and garbage all over the property, there's many people staying there in the RVs, the place stinks and is a haven for drug addicts. Not only is ... afraid to let her grandkids play outside, but ...'s sure the ... place reduces the property values of all the neighboring properties. Another neighbor complained that there's so much garbage there that rats abound, and the place stinks because ... thinks the people living in the RVs are going to the bathroom outside and/or letting their RVs simply drain out onto the ground.*





